

MARSHALL CITY COUNCIL AGENDA

Monday – 7:00 P.M.

June 20, 2022



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

7) CONSENT AGENDA

A. Schedule PH - Marshall House PILOT

City Council will consider the recommendation to schedule a public hearing for Monday, July 18, 2022 to consider adoption of a PILOT Ordinance for Marshall House.

B. Schedule PH – 125-127 West Michigan Avenue OPRA

City Council will consider the recommendation to schedule a public hearing for Monday, July 18, 2022 to consider adoption of the resolution which would create an OPRA district for the property located at 125-127 West Michigan Avenue.

C. Northwoods Share the Glove Grant

City Council will consider the recommendation to approve the acceptance of the baseball/softball equipment from the Northwoods Share the Glove Grant.

D. City Council Minutes

Work Session.....Monday, June 6, 2022

Regular Session.....Monday, June 6, 2022

E. City Bills

Regular Purchases	\$ 260,586.53
Purchased Power.....	\$ 903,475.02
Weekly Purchases –6/3/22	\$ 117,830.06
Weekly Purchases –6/10/22.....	\$ 52,086.19
Total.....	\$ 1,333,977.80

- 8) **PRESENTATIONS AND RECOGNITIONS**
- 9) **INFORMATIONAL ITEMS**
- 10) **PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION**
- 11) **OLD BUSINESS**

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



12) REPORTS AND RECOMMENDATIONS

A. Fridays at the Fountain Special Event

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

B. Oaklawn Pet, Bike, and Wagon Parade Special Event

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

C. Copper Summer Bash Event – Plan B

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

D. Dial-A-Ride ADA Policy Updates

City Council will consider the recommendation to approve the revised ADA Complaint Policy for the City of Marshall Dial-A-Ride.

E. FiberNet Bandwidth RFP

City Council will consider the recommendation to approve the contract with MERIT for 10 Gbps for three (3) years at \$5,025 per month and authorize the second attachment site for \$3,150 per year.

F. 4th Quarter Budget Amendment

City Council will consider the recommendation to approve the budget amendment in the amount of \$1,918 for the General Fund and \$7,000 for the Airport Fund.

G. Airport Lease

City Council will consider the recommendation to approve the Airport Lease agreement document.

13) APPOINTMENTS / ELECTIONS

A. Parks and Recreation Board Appointment

City Council will consider the recommendation to reappoint Mitch Robbins to the Parks and Recreation Board with a term expiring July 1, 2025.

B. Zoning Board of Appeals Appointment

City Council will consider the recommendation to approve the appointment of Jeff Karns to the Zoning Board of Appeals with a term expiring March 1, 2025.

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 "Derek N. Perry", is written over a horizontal line.

June 20, 2022

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ITEM 7 A

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Eric Zuzga, Director of Community Services
Karen Lancaster, Finance Director
William Dopp III, Deputy Finance Director

DATE: June 20, 2022

SUBJECT: **Set Marshall House PILOT Public Hearing**

Marshall House is currently tax-exempt due to City ownership so selling to Integra will result in the property being added to the tax rolls. The purchase agreement with Integra Property requires a 4% PILOT to be approved for the property. The City of Marshall does not have a current PILOT ordinance in place which requires adoption of an ordinance to establish a PILOT for this property. To consider approval of the attached ordinance, a public hearing needs to be scheduled for the July 18, 2022 Council meeting.

BUDGET IMPACT: Approval of this ordinance will add the property to the tax rolls with Integra paying 4% a PILOT that is estimated to be approximately \$40,000. The City would receive a percentage of this payment equal to its share of the millages levied on the property.

RECOMMENDATION: Council should set a public hearing for July 18, 2022 to consider adoption of the Marshall House PILOT ordinance.

Motion to set a public hearing for July 18, 2022 to consider adoption of a PILOT ordinance for Marshall House.

CITY OF MARSHALL

ORDINANCE NO. ____

TAX EXEMPTION ORDINANCE – MARSHALL HOUSE

ADOPTED: _____, 2022

An Ordinance to provide for a service charge in lieu of taxes for a multiple family dwelling project for low income persons and families to be financed with a federally-aided Mortgage Loan pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, *et seq*) (the "Act").

THE CITY OF MARSHALL ORDAINS:

SECTION 1. Short Title.

This Ordinance shall be known and cited as the “City of Marshall Tax Exemption Ordinance-Marshall House.”

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its citizens of low income and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the State Housing Development Authority Act of 1966 (1966 PA 346, as amended, MCL Section 125.1401 *et seq*.) The City of Marshall (“City”) is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for persons and families of low income is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing project that is constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City of Marshall acknowledges that the “Sponsor” (as defined below) has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, to rehabilitate, own and operate a housing project identified as Marshall House on certain property located at 200 East Spruce Street in the City to serve low income persons and families, and that the Sponsor has offered to pay the City on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes.

SECTION 3. Definitions.

- A. Authority means the Michigan State Housing Development Authority.
- B. Act means the State Housing Development Authority Act, being Public Act 346 of 1966, of the State of Michigan, as amended.
- C. Contract Rents/Annual Shelter Rents means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities.
- D. Housing Development means a development that contains a significant element of housing for persons of low or moderate income and elements of other housing and commercial, recreational, industrial, communal, and educational facilities that the authority determines improve the quality of the development as it relates to housing for persons of low or moderate income located at 200 East Spruce Street in Marshall, Michigan.
- E. LIHTC Program means the Low Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.
- F. Low Income Persons and Families means persons and families eligible to move into a housing project.
- G. Mortgage Loan means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the housing project.
- H. Sponsor means Integra Property Group, LLC and/or Marshall Affordable Limited Dividend Housing Association, Limited Partnership, its affiliate, and any entity that receives or assumes a Mortgage Loan.
- I. City means the City of Marshall.
- J. Utilities means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

SECTION 4. Class of Housing Projects.

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan. It is further determined that Marshall House is of this class.

SECTION 5. Establishment of Annual Service Charge.

The housing project identified as Marshall House and the property on which it is located shall be exempt from all *ad valorem* property taxes from and after of enactment of this Ordinance. (Or, commencement of construction or rehabilitation.) The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to rehabilitate and operate the housing project, the City agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. Subject to receipt of a Mortgage Loan, the annual service charge shall be equal to 4% of the Contract Rents/Annual Shelter Rents.

SECTION 6. Contractual Effect of Ordinance.

Notwithstanding the provisions of Section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary hereunder, to provide tax exemption and accept payments in lieu thereof as previously described, is created by enactment of this Ordinance. Failure of the Sponsor or its successor in interest to operate and maintain said project so as to be eligible for a payment in lieu of taxes as provided in this Ordinance or a judicial determination of a material violation of the Act or regulations of the Authority shall be deemed to be a violation of this Ordinance and default hereunder. Notice of such violation shall be provided to the Sponsor and the Authority and, if not cured within thirty (30) days after the date of Notice, the City may revoke or repeal the Ordinance pursuant to Section 9 below.

SECTION 7. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt, but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt. **Income data as determined by annual audit, delivered to the City on or before _____, of each year. (June 20 set public hearing for July 18 public hearing.)**

SECTION 8. Payment of Service Charge

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before March 31st of the following year, prorated for the first year, payable on or before March 31, 2023, as applicable. The Sponsor shall verify Contract Rents/Annual Shelter Rents with a statement of profit and loss or other form of financial documentation. Payment of the service charge in lieu of taxes after March 31st shall be subject to an additional monthly service charge of 0.5% on the unpaid balance. Collection procedures shall be in accordance with the provisions of

the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq*).

SECTION 9. Duration.

This Ordinance shall remain in effect and shall not terminate so long as the Housing Development shall remain subject to income and use restrictions under Section 42 of the LIHTC program or MSHDA. The City further reserves the right, in the event of noncompliance by the Sponsor, to revoke or repeal this Ordinance in accordance with the Act.

It is further the intent of the Parties that in the event Housing Development is sold, transferred, or refinanced by the Sponsor or a related entity of the Sponsor, this Ordinance shall remain in full force and effect and without further action by the Sponsor or the City to otherwise change, alter or amend this Ordinance. Furthermore, this Ordinance shall not be terminated in event of foreclosure or deed in lieu of foreclosure of a Mortgage Loan and any subsequent transfer of the Housing Development.

SECTION 10. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

SECTION 11. Inconsistent Ordinances.

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

SECTION 12. Effective Date.

This Ordinance shall become effective upon publication as provided in the City Charter.

SECTION 13. This Ordinance [or a summary thereof as permitted by MCL 125.3401] shall be published in the *Marshall Advisor*, a newspaper of general circulation in the City of Marshall qualified under state law to publish legal notices. This Ordinance shall be recorded in the Ordinance Book and such recording shall be authenticated by the signatures of the Mayor and the City Clerk.

Adopted and signed this _____ day of _____, 2022.

Joe Caron, MAYOR

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 an ordinance approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on _____, 2022, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available by said Act.

Trisha Nelson
CITY CLERK



ITEM 7 B

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Eric Zuzga, Director of Community Services
William Dopp, Finance Director

DATE: June 20, 2022

SUBJECT: **125-127 WEST MICHIGAN AVENUE OPRA DISTRICT SET PUBLIC HEARING**

The City has received a request from Justin and Heather Cahill to consider approval of an OPRA to assist in the redevelopment of the second floor of 125-127 West Michigan Avenue. The approval of the OPRA would assist in the creation of five (5) apartments.

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

BUDGET IMPACT: None.

RECOMMENDATION: Schedule a public hearing for Monday, July 18, 2022 to consider adoption of the attached resolution which would create an OPRA district for the property at 125-127 West Michigan Avenue.

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

**RESOLUTION TO ESTABLISH AN OBSOLETE PROPERTY
REHABILITATION DISTRICT**

Minutes of a regular meeting of the Council of the City of Marshall, held on July 18, 2022 at Marshall City Hall in Marshall, MI at 7:00 PM.

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____, and supported by _____.

**Resolution 2022- Establishing an Obsolete Property Rehabilitation (OPRA) District
for Justin and Heather Cahill**

WHEREAS, pursuant to PA 146 of 2000, the City of Marshall has the authority to establish “Obsolete Property Rehabilitation Districts” within the City of Marshall; and

WHEREAS, Justin and Heather Cahill have filed a written request with the clerk of the City of Marshall requesting the establishment of the Obsolete Property Rehabilitation District for an area in the vicinity of 125-127 West Michigan Avenue located in the City of Marshall hereinafter described; and

WHEREAS, the City Council of the City of Marshall determined that the district meets the requirements set forth in section 3(1) of PA 146 of 2000; and

WHEREAS, written notice has been given by mail to all owners of real property located within the proposed district and to the public by newspaper advertisement in the Marshall Advisor and/or by public posting of the hearing on the establishment of the proposed district; and

WHEREAS, on July 18, 2022 a public hearing was held and all residents and taxpayers of the City of Marshall were afforded an opportunity to be heard thereon; and

WHEREAS, the City Council deems it to be in the public interest of the City of Marshall to establish the Obsolete Property Rehabilitation District as proposed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marshall that the following described parcel(s) of land situated in the City of Marshall, Calhoun County, and State of Michigan, to wit:

MARSHALL CITY, LOWER VILLAGE E 1/2 LOT 4 BLK 24 LYING N OF ALLEY
be and here is established as an Obsolete Property Rehabilitation District pursuant to the
provisions of PA 146 of 2000 to be known as Cahill Obsolete Property Rehabilitation
District No. 1.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution
adopted by the City Council of the City of Marshall, County of Calhoun, Michigan at a
regular meeting held on July 18, 2022.

Trisha Nelson
Clerk



ITEM 7 C

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Eric Zuzga, Director of Community Services
Justin Miller, Parks and Recreation Superintendent

DATE: June 20, 2022

SUBJECT: **NORTHWOODS SHARE THE GLOVE GRANT**

The Battle Creek Battle Jacks of the Northwoods League offer a grant to local communities of baseball/softball equipment. The Recreation Department applied and was granted the award for the equipment.

BUDGET IMPACT: There is no budget impact as the grant provides equipment directly to the Recreation Department. No match is required.

RECOMMENDATION: Council is recommended to approve the acceptance of the grant of equipment.

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 06/23/2022 - 06/23/2022
 UNJOURNALIZED
 OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
411744	AD-VISOR & CHRONICLE	AD NO. 8102266 ABANDONED VEHICLE AUCTION		16.90
55077	ALEXANDER CHEMICAL COR	CUSTOMER NO. 100413 CHLORINE		1,273.13
163G-NJL7-46X9	AMAZON CAPITAL SERVICE:ACCT	A1P4GM99HG1E02 - KRYLON, PLANT POTS		121.27
1616-WWGT-4R4J	AMAZON CAPITAL SERVICE:ACCT	A1P4GM99HG1E02 - GUN CLEANING SUPPL		100.83
196G-T93L-X43P	AMAZON CAPITAL SERVICE:ACCT	A1P4GM99HG1E02 - KEY LOCK BOX, PRUN		54.45
1YGJ-XNFL-K9YX	AMAZON CAPITAL SERVICE:ACCT	A1P4GM99HG1E02 - TIE DYE, T-SHIRTS,		89.87
2830	ARCTECH PRECISION WELD	CITY OF MARSHALL - WELDED BROKEN FAN FOR		85.00
225-493172	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - BRAKE FLUID, RL PO		32.46
225-493558	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - WASHER SOLVENT		26.94
225-493654	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - SEAM SLR, SCOTCH B		31.19
225-493678	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - SHOP SUPPLIES		6.88
225-493691	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - FUEL FILL HOSE		18.79
225-493739	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - HEX HEAD PLUG, 1/8		15.52
225-493837	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - WIPER BLADES		67.75
225-493872	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - OIL FILTER, OIL, C		296.83
225-493929	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - DBL CT FOAM		42.61
225-493975	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - U-NUTS		5.39
2265375858	AUTO ZONE, INC.	CUSTOMER NO. 463568 SQ 12 PUMP PANEL SWI		14.18
2265379201	AUTO ZONE, INC.	CUSTOMER NO. 463568 COOLANT		35.98
P08215	BELL EQUIPMENT COMPANY	ACCT NO. MARSH022 WATER PUMPS		1,418.18
3877874	BESCO WATER TREATMENT,	CUSTOMER NO. 2035827 50LB DURA CUBE		94.58
154066	BOSHEARS FORD SALES, I	CUSTOMER NO. 62004 MAINTENANCE ON SQ12		437.17
I0049828	BROWN WOOD PRESERVING	WOOD UTILITY POLES FOR ELECTRIC DISTRIBU	2022.233	20,100.91
I0050023	BROWN WOOD PRESERVING	WOOD UTILITY POLES FOR ELECTRIC DISTRIBU	2022.237	18,713.00
20608163209	BT PIPING SERVICES	MARSHALL HOUSE UNIT 115 EMERGENCY LEAK		857.19
10781	BUD'S TOWING & AUTOMOT	CUST ID: 2373 DART BUS # 5 MAINTENANCE		828.38
10786	BUD'S TOWING & AUTOMOT	CUST ID: 2373 DART BUS # 9 MAINTENANCE		181.27
10768	BUD'S TOWING & AUTOMOT	CUST ID: 2373 DART BUS # 7 MAINTENANCE		109.28
760191	CHR SOLUTIONS	CITY OF MARSHALL - MANAGED IT SERVICES	2022.232	6,242.00
7952450	CRYSTAL FLASH MARSHALL	ACCT NO. 051300000 REC GAS		2,356.47
160178	FIRE SAFETY USA, INC.	FIRE PROTECTIVE GEAR - HOSE & EQUIPMENT	2022.294	4,525.00
160313	FIRE SAFETY USA, INC.	FIRE PROTECTIVE GEAR - PPE	2022.294	2,978.30
2500882205	FIRST ADVANTAGE CORPOR	ACCT NO. 866466 - RANDOM DRUG SCREENING		138.61
06032022	FIVE STAR UNDERGROUND	2021 STREET DAMAGE REPAIR 616 EAST DRIVE		114.00
10582	FREDRICKSON SUPPLY, LL	CITY OF MARSHALL - SOLENOID VALVE		253.27
10650	FREDRICKSON SUPPLY, LL	CITY OF MARSHALL - GASKET, HOSE END, KAN		2,451.42
22-06149	GARAGE DOORS UNLIMITED	CITY OF MARSHALL - KETCHUM PARK SERVICE		125.00
119218042	GLOBAL INDUSTRIAL	CUSTOMER NO. 688867 SAFETY WORK SHIRTS		41.45
119195017	GLOBAL INDUSTRIAL	CUSTOMER NO. 688867 SAFETY WORK SHIRTS		114.97
9335635125	GRAINGER	ACCT NO. 804945673 DRY WIPES		100.33
23991262	GRANGER WASTE SERVICES	2022 ANNUAL BULK TRASH PICK UP	2022.296	18,546.94
2213360	GRIFFIN PEST SOLUTIONS	ACCT NO. 3422841 SERVICES AT 900 S. MARS		51.00
3893	HE CLEANS TOO, LLC	CITY OF MARSHALL - JANITORIAL SUPPLIES		480.04
3899	HE CLEANS TOO, LLC	CITY OF MARSHALL - JANITORIAL SUPPLIES		96.53
IN295745	HOTSY EQUIPMENT COMPAN	CUSTOMER NO. 109CIT0018 REPLACED JUMPER		151.38
0323243-IN	ILLUSTRATUS, DIVISION	ACCT NO. 01-BT508 MARSHALL HOUSE SUBSCRI		39.67
C170830	IMPACT SOLUTIONS	CLIENT NO. MARSH - ENVELOPES		19.00
C170949	IMPACT SOLUTIONS	CLIENT NO. MARSH - WALL NAME PLATE		40.89
23906	JACKSON CANVAS COMPANY	NEW MESH TARP FOR TRUCK #328		188.68
IN191922	KIESLER POLICE SUPPLY	CUSTOMER NO. L12818 MARSHALL POLICE AMMO		166.00
INV030099	KNIGHT WATCH, INC	MARSHALL HOUSE 3 MONTH FIRE MONITORING		224.85
40624	LAKELAND ASPHALT CORPO	CITY OF MARSHALL - 2.96 TONS BITUMINOUS		194.18
40663	LAKELAND ASPHALT CORPO	CITY OF MARSHALL - 4.14 TONS BITUMINOUS		271.58
017814	LEWEY'S SHOE REPAIR	CITY OF MARSHALL - DUSTY NASH BOOT ALLOW		75.00
1720997-20220531	LEXISNEXIS RISK DATA	IBILLING ID: 1720997 MAY 2022		100.00
P04672	MACQUEEN EMERGENCY GRO	ACCT NO. MARSH033 STRUCTURAL FIRE GLOVES		762.21
79562847	MCMASTER-CARR	ACCT NO. 188371900 PADLOCKS		388.69
S5045331.001	MEDLER ELECTRIC COMPAN	CUSTOMER NO. 979 600V IND FUSE		41.16
S5046516.001	MEDLER ELECTRIC COMPAN	CUSTOMER NO. 979 LED LAMPS		90.74
2020-04722	MICHIGAN RURAL WATER A	JUNE 2022 SAFETY TRAINING - AMBLER, AARO		150.00
1834756	MILLER JOHNSON ATTORNE	CLIENT NO. 52636 PROFESSIONAL SERVICES T		232.00
IN1719252	MUNICIPAL EMERGENCY SE	CUSTOMER NO. C242607 FIRE DEPT UNIFORMS		625.71
IN1720666	MUNICIPAL EMERGENCY SE	CUSTOMER NO. C242607 LEATHER BELT		49.71
2295977	OFFICE 360	ACCT NO. 26140 COPY PAPER		41.99
22012	PALM TEES	MARSHALL REC DEPT - BASEBALL/SOFTBALL T-		1,826.00
56663918	POWER LINE SUPPLY	CUSTOMER ID: 100402 T BRACKET		847.31
56663920	POWER LINE SUPPLY	CUSTOMER ID: 100402 COPPER TIE WIRE		560.04
56664855	POWER LINE SUPPLY	CUSTOMER ID: 100402 METER SEALS		318.46
56665757	POWER LINE SUPPLY	CUSTOMER ID: 100402 #2 AL TRIPLEX		1,200.00
56665759	POWER LINE SUPPLY	CUSTOMER ID: 100402 GALVANIZED STAPLES		335.00
56665758	POWER LINE SUPPLY	CUSTOMER ID: 100402 2/0 AL TRIPLEX		1,962.52
56665760	POWER LINE SUPPLY	CUSTOMER ID: 100402 75 AMP FUSELINK		299.83
56663917	POWER LINE SUPPLY	CUSTOMER ID: 100402 ELECTRIC MATERIALS		676.22
05232022	QUALITY EXCAVATORS, IN	2022 STREET IMPROVEMENTS - ROAD MILLAGE	2022.280	140,429.03
1473	RIGHT WAY CONTROL, LLC	WEED CONTROL FOR GUTTERS, MEDIANS, RIVER	2022.281	17,150.40
1927619	STANTEC CONSULTING MIC	CUST NO. 65602 ENGINEERING SERVICES- TA	2022.213	588.25
1927620	STANTEC CONSULTING MIC	CUST NO. 65602 ENGINEERING/RFP SERVICES	2022.162	1,599.50
1927618	STANTEC CONSULTING MIC	CUST NO. 65602 CLARIFIER CONSTRUCTION SE	2021.350	1,530.00
060122-2	THE BOSSOW GROUP, LLC	MARSHALL POLICE LEADER TRAINING - HUG, E		13 395.00

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 06/23/2022 - 06/23/2022
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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
1620032083	UNIFIRST CORPORATION	UNIFORM SERVICES - MARSHALL HOUSE		45.50
1620032658	UNIFIRST CORPORATION	UNIFORM SERVICES - MARSHALL HOUSE		45.50
1620032078	UNIFIRST CORPORATION	UNIFORM SERVICES - WASTE WATER		30.26
1620032080	UNIFIRST CORPORATION	UNIFORM SERVICES - DPW GARAGE		59.66
1620032082	UNIFIRST CORPORATION	UNIFORM SERVICES - ELECTRIC		170.43
1620032084	UNIFIRST CORPORATION	UNIFORM SERVICES - WATER		39.92
1620032081	UNIFIRST CORPORATION	UNIFORM SERVICES - POWER HOUSE		59.11
1620032655	UNIFIRST CORPORATION	UNIFORM SERVICES - DPW GARAGE		59.66
1620032653	UNIFIRST CORPORATION	UNIFORM SERVICES - WASTE WATER		30.26
1620032656	UNIFIRST CORPORATION	UNIFORM SERVICES - POWER HOUSE		59.11
1620032659	UNIFIRST CORPORATION	UNIFORM SERVICES - WATER		39.92
1620032657	UNIFIRST CORPORATION	UNIFORM SERVICES - ELECTRIC		170.43
997714	USA BLUEBOOK	CUSTOMER NO. 859103 SKIMMER NET		73.71
6046	VISUAL IMAGING RESOURC	REPAIRS TO ARIES TR3000/SEWER CAMERA		2,430.00
166688	WOODS POOLS, INC.	CITY OF MARSHALL - PUMP BASKET		10.80
GRAND TOTAL:				260,586.53



MICHIGAN SOUTH CENTRAL POWER AGENCY

168 DIVISION STREET
COLDWATER, MICHIGAN 49036
PHONE (517) 279-6961
FAX (517) 279-6969

INVOICE MONTH: May, 2022
INVOICE DATE: 6/16/2022
DUE DATE: 6/30/2022
TOTAL AMOUNT DUE: \$903,475.02

MARSHALL CITY ELECTRIC DEPARTMENT
323 WEST MICHIGAN AVENUE
MARSHALL, MICHIGAN 49068
ATTN: KEVIN MAYNARD

MSCPA Member Power Billing - May, 2022

Total Power Charges:	\$763,634.58
Transmission / Capacity / Ancillary Services:	\$118,834.43
Total Other Charges:	\$12,392.37
Total Miscellaneous Charges:	\$8,613.64

TOTAL CHARGES **\$903,475.02**

NOTE: PLEASE SEE ENCLOSED BACKUP FOR ADDITIONAL DETAIL

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

Notes:

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
54147	ALEXANDER CHEMICAL CORP	CUSTOMER NO. 100413 BLANKET PO FOR CL2, 2022.030		2,001.25
136625	ARROW ENERGY, INC.	ACCT NO. 22019 AV FUEL-100 LL FOR BROOKS 2022.273		24,517.05
7805	ASI SECURITY	50% DOWN - VIDEO RECORDING SECURITY SYST 2022.261		8,137.50
05172022	AT&T	ACCT NO. 145970911 MRLEC INTERNET MAY 20		117.34
225-492787	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - TUBE		15.69
225-492764	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - LICENSE BRACKET, G		23.88
06/02/2022	BAMADALAM PROPERTIES	UB refund for account: 2801660003		161.07
P51465531	BATTERIES PLUS BULBS	CUSTOMER NO. 781 9813 BULBS 35WHPS		449.28
P07633	BELL EQUIPMENT COMPANY	ACCT NO. MARSH022 - SUCTION HOSE		735.97
P07483	BELL EQUIPMENT COMPANY	ACCT NO. MARSH022 - 11" GATE VALVE & ASS		1,612.66
06/02/2022	BOAKES, VIRGINIA	UB refund for account: 287900		14.73
06032022	COLLINS, JEFF	BOOT ALLOWANCE - COLLINS, JEFF		150.00
S3-44239	CUMMINS SALES AND SERV	CUSTOMER NO. 179288 SERVICE AT MRLEC		1,522.54
S3-44094	CUMMINS SALES AND SERV	CUSTOMER NO. 179288 SERVICE AT WATER TRE		1,272.00
168279	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES		237.78
168280	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES		337.20
596863	DARLING ACE HARDWARE	CUST NO. 1650 - FIBERNET (BATTERIES, HEX		38.98
598078	DARLING ACE HARDWARE	CUST NO. 1650 - FIBERNET (GLOVES, RAKE B		80.96
598869	DARLING ACE HARDWARE	CUST NO. 1650 - FIBERNET (DRILL BIT INST		15.99
IN-2276718	DUBOIS CHEMICALS INC.	ACCT NO. 870824 BLANKET PO FOR THICKENIN 2022.125		8,965.59
IN-2277026	DUBOIS CHEMICALS INC.	ACCT NO. 870824 BLANKET PO FOR THICKENIN 2022.125		8,965.59
05272022	GILL, RONNIE	REMAINING DUE FOR YOUTH FLAG FOOTBALL RE		33.00
06/02/2022	GREGORY HART	UB refund for account: 3078		50.00
06012022	GROSS, JOHN	CITY OF MARSHALL INSPECTIONS 5/1/22 - 5/		1,750.00
04132022	HOME DEPOT CREDIT SERV	MARSHALL HOUSE UNIT 119 COMPLETE FLOORIN 2022.253		5,020.62
05132022	HOME DEPOT CREDIT SERV	MARSHALL HOUSE UNIT 324 REASONABLE ACCOM		2,403.42
145	JOHN B SULLIVAN	PROFESSIONAL SERVICES JAN - MAR 2022		7,715.00
7207	K DRIVE GREENHOUSE CO.	CITY OF MARSHALL HANGING BASKETS		1,591.00
631104	KENNEDY INDUSTRIES, INC	CUSTOMER NO. MAR350 - POWERHOUSE LIFT ST 2022.184		9,121.00
06/02/2022	KENNETH, MARLIN HALL	UB refund for account: 3205040027		70.20
40461	LAKELAND ASPHALT CORP	CITY OF MARSHALL - 4.11 TONS BITUMINOUS		260.99
40476	LAKELAND ASPHALT CORP	CITY OF MARSHALL - 2.02 TONS BITUMINOUS		128.27
40500	LAKELAND ASPHALT CORP	CITY OF MARSHALL - 2.22 TONS BITUMINOUS		140.97
19943	LEGG LUMBER	CITY OF MARSHALL - BLADES, STAPLES, WIND		173.24
017794	LEWEY'S SHOE REPAIR	CITY OF MARSHALL - DUSTY NASH BOOT ALLOW		220.00
015420	LEWEY'S SHOE REPAIR	CITY OF MARSHALL - MATT POTTER BOOT ALLO		24.00
1720997-20220331	LEXISNEXIS RISK DATA	MBILLING ID: 1720997 MARCH 2022		100.00
10363778	LINDE GAS & EQUIPMENT,	CUSTOMER NO. 59879658 GASES		149.21
80	MARSHALL HAULING LLC	BULK REMOVAL AT 302 N. GORDON STREET		150.00
06/02/2022	MATTHEW FREUNDL	UB refund for account: 799		50.00
78058195	MCMASTER-CARR	ACCT NO. 188371900 GASKETS		45.79
78088773	MCMASTER-CARR	ACCT NO. 188371900 MARKING PAINT		159.74
20220517677	METRO WIRELESS	ACCT NO. 903 - METROFIBER INTERNET SERVI 2022.245		4,890.22
70620665	MSC INDUSTRIAL SUPPLY	CUSTOMER NO. 02356117 SEWER PAINT		258.96
05272022	MUSSER, TIM	REIMBURSEMENT FOR LODGING AT COCM CONFER		283.05
06/02/2022	PORTER, NATHAN	UB refund for account: 3204500025		15.88
1740416-00	POTTER DISTRIBUTING, I	CUSTOMER NO. 4883 MARSHALL HOUSE AIR CON		1,951.00
56658650	POWER LINE SUPPLY	CUSTOMER ID: 100402 MATERIALS FOR BROOKS 2022.207		1,492.44
06/02/2022	RHONDA & BRUCE HELLER	UB refund for account: 1929		50.00
06/02/2022	ROBINSON, JOHN	UB refund for account: 2705740002		247.78
3420	ROC ELECTRIC, LLC	MARSHALL WASTE WATER - EMERGENCY RAW FRE 2022.060		5,950.00
96712	SAFETY SERVICES, INC.	CUSTOMER NO. 13019600 SAFETY MESH T-SHIR		79.30
06022022	SHELDON, PAUL	CITY OF MARSHALL INSPECTIONS 1/1/22 - 6/		150.00
06/02/2022	SHEPHERD, HOLBERT	UB refund for account: 2002060000		350.00
537	SKAGGS, ALISON	REFUND FOR 2022 SUMMER FUN PLAYGROUND PR		135.00
920499	STEENSMA	CUSTOMER NO. 5154 TOGGLE/ROCKER SWIT125		119.16
921445	STEENSMA	CUSTOMER NO. 5154 IDLER		93.72
926124	STEENSMA	CUSTOMER NO. 5154 TIRE AND RIM ASSEMBLY		363.12
926663	STEENSMA	CUSTOMER NO. 5154 TORO 22IN RECYCLER		459.95
BC-PSINV010486	THERMALNETICS, INC.	CUSTOMER ID: BC-C01457 MRLEC HVAC MAINTA		2,978.75
117	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$106/2022.017		3,604.00
977310	USA BLUEBOOK	CUSTOMER NO. 859103 LAB SUPPLIES		78.23
06/02/2022	V & V ASSESSING LLC	ASSESSING SERVICES JUNE 2022		4,700.00
06/02/2022	WOLFERSBERGER, PAM	FARMERS MARKET MANAGER		850.00
GRAND TOTAL:				117,830.06

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 06/10/2022 - 06/10/2022
 UNJOURNALIZED
 OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
411895	AD-VISOR & CHRONICLE	AD NO. 6100458 BID NOTICE/CITY COUNCIL M		169.48
92197	ALL-TRONICS, INC.	ACCT NO. 1-MARCIT - CITY WIDE PHONE ISSU		382.00
5259218-00	ANIXTER, INC.	CUSTOMER NO. 115552 PT'S		472.98
05282022	BABCOCK, CLIFF	FARMER'S MARKET ENTERTAINMENT		35.00
06/10/2022	BANFIELD, SAM & BONNIE	UB refund for account: 2600680003		274.87
06082022	BILL MULLALY - SMBL	SOUTHERN MICHIGAN BASEBALL LEAGUE FEE		200.00
115188	BRUTSCHE CONCRETE PROD	CUSTOMER ID: 0412 TAX EXEMPT - 1/2 YARD		144.34
115676	BRUTSCHE CONCRETE PROD	CUSTOMER ID: 0412 TAX EXEMPT - FOUNDATIO		794.00
115675	BRUTSCHE CONCRETE PROD	CUSTOMER ID: 0412 TAX EXEMPT - FOUNDATIO		298.00
R10763	BUD'S TOWING & AUTOMOT	CITY OF MARSHALL - 2015 FORD EXPLORER MA		115.00
LOCAL-2022-0000000	CALHOUN COUNTY TREASUR	2022 LAW ENFORCEMENT RECORDS SYSTEM FEE		4,557.75
06082022	CARRIS, STEVE	MARSHALL HOUSE PAINTING SERVICE - UNIT 2		350.00
06072022	CB HALL ELECTRIC COMP	CITY OF MARSHALL INSPECTION SERVICES MAY		600.00
1204347	CLARK HILL PLC	CLIENT NO. K9950 CITY OF MARSHALL - LEGA		1,189.00
S3-44192	CUMMINS SALES AND SERV	CUSTOMER NO. 179288 SERVICE AT WATER TRE		296.71
S3-44592	CUMMINS SALES AND SERV	CUSTOMER NO. 179288 INDUSTRIAL PARK L.S.		1,863.46
599114	DARLING ACE HARDWARE	CUST NO. 1650 - POWER HOUSE (SAW HOLE, 1		52.98
599538	DARLING ACE HARDWARE	CUST NO. 1650 - POWER HOUSE (BISSELL REN		96.94
599564	DARLING ACE HARDWARE	CUST NO. 1650 - REC/PARKS (280FT TRIMMER		17.99
600144	DARLING ACE HARDWARE	CUST NO. 1650 - POWER HOUSE (WIRE GALV 1		17.99
600431	DARLING ACE HARDWARE	CUST NO. 1650 - POWER HOUSE (NUTS, BOLTS		14.90
600437	DARLING ACE HARDWARE	CUST NO. 1650 - DPW (VINYL HOSE WASHERS)		3.59
600812	DARLING ACE HARDWARE	CUST NO. 1650 - REC/PARKS (EXTENSION COR		99.99
600799	DARLING ACE HARDWARE	CUST NO. 1650 - DPW (SPRINKLERS)		20.58
I117380	ERIC DALE HEATING & AI	CITY OF MARSHALL DPW SERVICE CALL 4/22/2		599.00
I117683	ERIC DALE HEATING & AI	MARSHALL CITY HALL SERVICE CALL 5/11/202		101.00
340574	FAIRBANKS MORSE, LLC	CUST NO. 1569 PARTS FOR ENGINE 6 PER QU 2022.155		587.73
4716	GOODWIN'S PLUMBING, LL	PUMPS FOR LIFT STATION AT STUARTS LANDIN 2022.289		3,739.38
898655	GWIN, DARWIN	MOWING & TRASH AT BROOKS NATURE CENTER		360.00
000574	IMPACT LAWN & LANDSCAP	2022 LAWN MOWING - APRIL (APPROX) TO JUN 2022.238		1,730.00
000577	IMPACT LAWN & LANDSCAP	2022 LAWN MOWING - APRIL (APPROX) TO JUN 2022.238		2,700.00
000582	IMPACT LAWN & LANDSCAP	2022 LAWN MOWING - APRIL (APPROX) TO JUN 2022.238		375.00
000600	IMPACT LAWN & LANDSCAP	2022 LAWN MOWING - APRIL (APPROX) TO JUN 2022.238		400.00
000602	IMPACT LAWN & LANDSCAP	2022 LAWN MOWING - APRIL (APPROX) TO JUN 2022.238		440.00
000607	IMPACT LAWN & LANDSCAP	2022 LAWN MOWING - APRIL (APPROX) TO JUN 2022.238		360.00
INV-1618354	INDUSTRIAL NETWORKING	MARSHALL POLICE - ANTENNA & MODEM FOR M5		80.00
05262022	ISAAC & SONS	MARSHALL HOUSE CARPET CLEANING SERVICE -		125.00
46899	MARSHALL FEED & GRAIN	BOOT ALLOWANCE - CODY BURGH DORF & BLAKE		226.00
47868	MARSHALL FEED & GRAIN	STRAW FOR CEMETERY		20.00
001728	MARSHALL HARDWARE	CITY OF MARSHALL - FIRE DEPT		69.99
001685	MARSHALL HARDWARE	CITY OF MARSHALL - ELECTRIC DEPT		22.98
001698	MARSHALL HARDWARE	CITY OF MARSHALL - WATER DEPT/FOUNTAIN		32.11
001702	MARSHALL HARDWARE	CITY OF MARSHALL - STREETS DEPT		222.37
001711	MARSHALL HARDWARE	CITY OF MARSHALL - DDA		11.97
001716	MARSHALL HARDWARE	CITY OF MARSHALL - WASTE WATER DEPT		5.99
001721	MARSHALL HARDWARE	CITY OF MARSHALL - MOTOR POOL		37.04
001727	MARSHALL HARDWARE	CITY OF MARSHALL - MARSHALL HOUSE		19.74
06102022	MICHIGAN DEPARTMENT OF	2022 CITY OF MARSHALL UNCLAIMED PROPERTY		4,126.26
200004766	MPARKS - MICHIGAN REC	2022 MPARKS GRAND EXPERIENCE TRIP OCTOBE 2022.284		11,050.00
814505	NYE UNIFORM COMPANY	MARSHALL CITY POLICE DEPT UNIFORMS - COL		25.00
816090	NYE UNIFORM COMPANY	MARSHALL POLICE DEPT - PEPPER MACE		112.49
4788-309087	O'REILLY FIRST CALL	ACCT NO. 1741510 STREETS/GARAGE		139.95
4788-314177	O'REILLY FIRST CALL	ACCT NO. 1741510 STREETS/GARAGE		111.96
4788-315897	O'REILLY FIRST CALL	ACCT NO. 1741510 STREETS/GARAGE		89.97
0764	OERTHER'S	CEMETERY - GRASS SEED, MILORGANITE, TAPE		270.67
0765	OERTHER'S	PARKS (FOUNTAIN) - MAPLE, LINDEN		165.78
0766	OERTHER'S	POWER HOUSE - WOOD SHAVINGS		14.89
0767	OERTHER'S	DDA - HANGING BASKET, S HOOK		18.78
311642	PVS TECHNOLOGIES, INC.	CITY OF MARSHALL WWTP FERRIC CHLORIDE 2022.279		6,223.55
06/10/2022	TANNER, ASHTON & BRENN	UB refund for account: 2900270035		91.22
118	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$106/2022.017		3,180.00
994221	USA BLUEBOOK	CUSTOMER NO. 859103 WWTP LAB SUPPLIES		391.16
914364151	VCA MARSHALL ANIMAL HO	ACCT NO. 12298 K-9 MEDICAL		183.80
05292022	WOW! BUSINESS	ACCT NO. 014226414 FIRE DEPT JUNE 2022		126.38
06022022	WOW! INTERNET-CABLE-PH	ACCT NO. 010040764 MARSHALL HOUSE JUNE 2		1,431.48
GRAND TOTAL:				52,086.19

CALL TO ORDER

IN A WORK SESSION held on Monday, June 6, 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, Rice, Schwartz, Underhill, Traver, and Wolfersberger

Also Present: City Manager Perry

Absent: Council Member Gates.

A. Chief Erskine provided a presentation on the Fire Inspection Program.

Joe Caron, Mayor

Trisha Nelson, Clerk

CALL TO ORDER

IN REGULAR SESSION, Monday, June 6, 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, Rice, Schwartz, Traver, Underhill, and Wolfersberger.

Also Present: City Manager Perry and Clerk Nelson.

Absent: Member Gates.

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

INVOCATION/PLEDGE OF ALLEGIANCE

Mayor Caron led the Pledge of Allegiance.

APPROVAL OF THE AGENDA

Moved Wolfersberger, supported Rice, to approve the agenda as presented. On a voice vote – **MOTION CARRIED.**

PUBLIC COMMENT ON AGENDA ITEMS

None.

CONSENT AGENDA

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

- A. Receive the Administrative Chain of Command report;
- B. Authorize the submittal of two (2) SAE Program Apprenticeship grants in the amount of \$1,700 each for a total of \$3,400;
- C. Minutes of the City Council Work Session and Regular Session held on Monday, May 16, 2022;
- D. Approve city bills in the amount of \$ 461,283.58.

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

PRESENTATIONS AND RECOGNITION

A. Fountain Clinic 30th Anniversary Proclamation:

Mayor Caron presented a proclamation to representatives from the Fountain Clinic in honor of their 30th Anniversary.

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

B. Fire Department Recognitions:

Mayor Caron presented a proclamation to handler Matt Parks in honor of the retirement of Arson K-9 Bingo and Chief Martin Erskine introduced Safer Grant new hires Nathan Wagner, Ronnie Best, and Jeff Collins.

PROCLAMATION FOR K-9 BINGO

WHEREAS, the City Council of the City of Marshall is aware that Captain Matt Parks has announced the retirement of K-9 Bingo from the Marshall Fire Department after

over 6 years of faithful service to the Department and the Citizens of the City of Marshall and the surrounding Community; and

WHEREAS, Bingo became a member of the department in August 2016 thanks to a Grant from State Farm valued at over 50,000.00; and

WHEREAS, Bingo was certified by the State of Maine Criminal Justice Academy in 2016 after 5 weeks of intense training and recertified annually through them; and

WHEREAS, Captain Parks and Bingo has investigated over 60 fires in the City of Marshall and the surrounding community, and

WHEREAS, Captain Parks and Bingo have successfully help prosecute some arsonist and saved insurance agencies thousands of dollars in claim, and NOW,

THEREFORE, LET IT BE RESOLVED, that the City Council of the City of Marshall hereby recognizes and congratulates Captain Parks and Bingo on Bingos significant achievement, to thank them for serving the City of Marshall and surrounding community and wishes them well on continuing as the Parks family pet and all of their future endeavors.

Mayor Joe Caron
City of Marshall

INFORMATIONAL ITEMS

None.

PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

None.

OLD BUSINESS

None.

REPORTS AND RECOMMENDATIONS

A. Grand River Brewery Special Events:

Moved Wolfersberger, supported Traver, to approve the Grand River Brewery Special Events Application for the 5 requested dates and authorize the City Manager to review for compliance and bring back to Council if any issues should arise. On a voice vote – **MOTION CARRIED.**

B. Copper Bash Event:

Moved Rice, supported Schwartz, to approve the Copper Bash Special Event

Application for August 27, 2022. On a voice vote – **MOTION CARRIED.**

C. Cruise to the Fountain Event:

Moved Wolfersberger, supported Schwartz, to approve the Cruise the Fountain Special Event Application for July 2, 2022. On a voice vote - **MOTION CARRIED.**

D. Autism Rock Show Event:

Moved Traver, supported Rice, to approve the Autism Rock Show Special Event Application subject to listing the City of Marshall as additionally insured and executing the License Agreement. On voice vote – **MOTION CARRIED.**

E. Hydroelectric Unit #3 Repairs:

Moved Wolfersberger, supported Underhill, to authorize 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 with an additional 20% contingency for a total of \$68,880. On a roll call vote – ayes: Schwartz, Traver, Underhill, Wolfersberger, Mayor Caron, and Rice; nays: none. **MOTION CARRIED.**

F. Tax Certificate:

Moved Underhill, supported Rice, 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. On a voice vote – **MOTION CARRIED.**

G. Fees Schedule Resolution:

Moved Wolfersberger, supported Traver, to approve the resolution establishing the fee schedule effective July 1, 2022 with the removal of the Fire Department fees for Safety Inspections and Response fees. On a voice vote – **MOTION CARRIED.**

**CITY OF MARSHALL, MICHIGAN
RESOLUTION #2022-19**

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

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

AYES: Mayor Caron, Rice, Schwartz, Traver, Underhill, and Wolfersberger.

NAYES: None.

ABSTAIN: None.

RESOLUTION DECLARED ADOPTED.

I, Trisha Nelson, being duly sworn as the Clerk for the City of Marshall, hereby 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

June 6, 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, Clerk

H. DPW Union Agreement – Teamsters Local 214:

Moved Schwartz, support Rice, to approve the Union Agreement with Teamsters Local 214-Department of Public Works. On a roll call vote – ayes: Traver, Underhill, Wolfersberger, Mayor Caron, Rice, and Schwartz; nays: none. **MOTION CARRIED.**

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

Moved Rice supported Wolfersberger, to approve the Union Agreement with the Fire Department – Local 1929 International Association of Firefighters. On a roll call vote – ayes: Underhill, Wolfersberger, Mayor Caron, Rice, Schwartz, and Traver; nays: none. **MOTION CARRIED.**

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

Moved Underhill, supported Traver, to approve the Fiscal Year 2023 wages for the administrative officials, department heads, and salaried personnel as required by the Marshall City Charter. On a roll call vote – ayes: Wolfersberger, Mayor Caron, Rice, Schwartz, Traver, and Underhill; nays: none. **MOTION CARRIED.**

K. Revitalization and Placemaking Grant Application:

Moved Schwartz, supported Traver, to authorize the submission of a Revitalization and Placemaking Program (RAP) Grant from the MEDC in the amount of \$654,400, provide the necessary match for the grants, and to allow the DDA to pay the city back at \$50,000 per year. On a voice vote – **MOTION CARRIED.**

APPOINTMENTS/ELECTIONS

None.

PUBLIC COMMENT ON NON-AGENDA ITEMS

Ian Stewart of 505 Schuyler, invited Council members to the YPC Think Tank Series event on June 14th and spoke regarding the desire to continue the Fridays at the Fountain events for 2022.

Nora Nash of 112 N. Gordon, a student at Parma Western, attended the meeting for Government class and asked for her form to be signed by the mayor.

COUNCIL AND MANAGER COMMUNICATIONS

ADJOURNMENT

The meeting was adjourned at 8:34 p.m.

Joe Caron, Mayor

Trisha Nelson, City Clerk



ITEM 12 A

TO: Honorable Mayor and City Council

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

DATE: June 20, 2022

SUBJECT: **SPECIAL EVENT APPLICATION
FRIDAY AT THE FOUNTAIN**

The Marshall Youngish Professionals have sponsored the Friday at the Fountain concerts for a couple of years. This year they are looking to sponsor these concerts again. They are requesting the use of Brooks Park, use of electricity, and the use of a handful of cones for the following days:

- July 1, 2022 7pm to 9pm
- July 15, 2022 7pm to 9pm
- July 29, 2022 7 pm to 9pm
- August 12, 2022 7 pm to 9pm

An application has been completed and proof of insurance and non-profit documentation has been provided.

BUDGET IMPACT: The only city services being requested is the use of the Brooks Fountain Park, electricity, and the use of traffic cones to bring awareness to the pedestrian crosswalk. The estimated cost is around \$150.00 for electricity hook up and approx. \$50 for the cones. City Council has directed staff to waive the first \$500 for non-profit organizations. Any amount over the \$500 will be invoiced to the organizers.

RECOMMENDATION: City Council will consider the recommendation to approve the Friday at the Fountain 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: Fridays at the Fountain Concert Series

Is the sponsoring organization: Non-Profit, please provide status letter* For Profit Terra Nova

Mailing/Billing Address: 505 N Madison Street

City/State/ZIP Code: Marshall, MI 49068

Business Phone: N/A **Cell Phone:** (917) 603-0793 or (269) 986-4000 (Primary)

Email Address(es): jcd@jcdwriting.com ; cldarlingco@gmail.com (Primary)

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: All concerts will take place on Fridays at 7pm. Dates will be 7/11/22, 7/15/22, 7/29/22 and 8/12/22

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

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

3. Please describe the event(s): The Youngish Professionals Committee have four concerts planned - Bernadette Kathryn (7/11) - country, Sam Luna (7/15) - alternative, Norm Light (7/29) - Pop & Zion Lion (8/12) reggae

4. What is the requested location(s) of the event(s): Brooks Memorial Fountain

5. Does this event require a street closure? Yes No **Street Name:** _____

Start and End Locations: _____

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? Yes No
Normal Annual Date? Friday in Summer
- 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? * t-shirts only Yes No
- 11. Will this event include the use of signs? small directional + sponsor signs only Yes No
- 12. Is the applicant requesting special parking arrangements, such as reserved parking? * YPC "arm" 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? only - I have completed a utility request form
 - 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 Safety cones 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 No
- 19. What are the planned hours for loud or unusual sounds? 7pm - 9pm
- 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?

X will be sent via email

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 hearby 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: Catherine M Boy

Printed Name: Catherine Boytz

Date: 6/18/22

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.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 17 2003

TEPRANOVA THEATRE COLLECTIVE INC
C/O JENNIFER CONLEY DARLING
401 W 24TH ST STE B
NEW ORK, NY 10011-1251

Employer Identification Number:
13-3880426
DLN:
17053227006013
Contact Person:
RONALD D BELL ID# 31185
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Foundation Status Classification:
509(a)(1)
Advance Ruling Period Begins:
August 12, 2003
Advance Ruling Period Ends:
December 31, 2007
Addendum Applies:
Yes

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make

Letter 1045 (DO/CG)

TERRANOVA THEATRE COLLECTIVE INC

You have agreed on your application for exemption under section 501(c)(3) of the Internal Revenue Code that your exemption is effective August 12, 2003, the date your completed application was filed.

Letter 1045 (DO/CG)



CITY OF MARSHALL

Temporary Service Connection

Name The Youngish Professionals Committee / Jennifer Conley Darling & Cathy Bouritz
 Address 1121 Morningside Dr. Marshall MI 49068
 Contact Phone (269) 986-4020
 Request Date July 1, 2022, July 15, 2022, July 29, 2022
 Date Required and August 12, 2022

Non- Metered Metered

- Fountain Circle
- Ketchum Park
- Downtown
- Stuart's Landing
- Carver Park
- Other

Please be specific, and describe the electrical requirements and location:

There will be 4 concerts this summer as part of the Fridays at the Fountain series at Brooks Memorial Fountain Circle. We need electrical hookup for the bands

City of Marshall Utilities Rate Classification and Standard Rules and Regulations.

Customers desiring lighting and/or secondary power service for a short time only, such as for construction jobs, which service requires the installation of a temporary service connection, meters or other facilities of a temporary nature, shall pay a cost of installing and removing all facilities necessary to supply such service. Service connection charge will be a minimum \$35.00 payment, to be made in advance of installation. Temporary service will also be subject to minimum monthly charge for KWh consumed, as determined by General Secondary Rate B, and no case less than \$9.00 as determined by Watt-hour meter installed on the job.

For single phase temporary service connection of more than 100 amps, there will be a charge of \$1.50 per amp.

For temporary service other than service connections, customer should apply at City Hall, City of Marshall, 323 W Michigan Ave, Marshall, MI 49068.

NON-METERED TEMPORARY SERVICE CONNECTIONS

Requests to turn-on electricity, reset breakers, and/or replace blown fuses will be assessed as follows:

\$125.00 during regular business hours
 \$250 during non-business hours

~~NA - The City Council will pay the fees for this~~

METERED TEMPORARY SERVICE CONNECTIONS

Meter information and location: _____

	Meter #	Serial #	Size	Make	Type	Amp	Volts	Wire	Phase	Meter Multi	Meter Reading
In											
Out											

~~front~~

I, or We, the undersigned applicant(s) do hereby agree to indemnify and save harmless the City of Marshall, Michigan from any and all claims, liability, responsibility, damage or costs, including, but not limited to, claims by the applicant(s), resulting from the issuance of this permit of the disconnection of the temporary electrical services at the direction of the City of Marshall, by its Electrical Official. Such agreement to indemnify and save harmless shall apply to the City of Marshall and any and all its officials, employees, or agents.

I, or We, understand that it shall be unlawful for anyone to use this service to supply electrical service to any building or vehicle which is used as living quarters.

It is understood that all work and materials used in this installation of temporary electrical service shall conform strictly to the National Electric Code, the National Electric Safety Code, and the State Code; that the permit shall be approved before commencing work and that no installation will be concealed until inspection is made.

Completed By Catherine M. Bouritz Date 5/3/22 Approved By _____



ITEM 12 B

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 20, 2022

SUBJECT: **SPECIAL EVENT APPLICATION
OAKLAWN PET, BIKE, AND WAGON PARADE**

The annual 4th of July Pet, Bike and Wagon Parade is sponsored by Oaklawn Hospital. This event is running in conjunction with the chicken BBQ which is being organized by the Marshall Area Economic Development Alliance. The event is planned for July 4th from 9 am to 1 pm. The request is for the traffic circle to closed down for the parade and chicken BBQ. The traffic request is to close the traffic circle (Kalamazoo Ave and Michigan Ave) from 9am to 1 pm.

An application has been completed and proof of insurance and non-profit documentation has been provided. The MDOT permit has been approved.

The city will provide the barricades along with traffic control and detour signs. The event volunteers will put the barricades in place and take them down upon completion.

BUDGET IMPACT: The only city service being requested is the use of the park and barricades. The estimated cost is \$630 for the barricades and closure of four roadways. City Council has directed staff to waive the first \$500 for non-profit organizations. The estimated cost for the event is \$130. The actual cost of services over the \$500 non-profit discount, will be invoiced to Oaklawn Hospital.

RECOMMENDATION: City Council will consider the recommendation to approve the Oaklawn Pet, Bike, and Wagon Parade 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: Oaklawn Pet, Bike & Wagon Parade

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

Mailing/Billing Address: 116 E. Prospect Street

City/State/ZIP Code: Marshall, MI 49068

Business Phone: 269-789-3942 Cell Phone: 260-316-5951

Email Address(es): Sjack@oaklawnhospital.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: Monday, July 4th
9am-1pm

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

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

3. Please describe the event(s): Children & parents will be walking pets, pulling wagons and/or riding bikes around the fountain.

4. What is the requested location(s) of the event(s): Brooks Memorial Fountain

5. Does this event require a street closure? Yes No Street Name: Fountain Circle

Start and End Locations: Kalamazoo Ave North and Southbound & Michigan Ave East & westbound

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: Sarah Beck Date: 5/31/22

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.

Internal Revenue Service
District Director

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: January 5, 1990

Person to Contact:

Doti Downing

Telephone Number:

513-684-3957

Refer Reply to:

EP/EO

Federal Identification Number:

38-1368347

Ella E. M. Brown Charitable Circle
dba Oaklawn Hospital
& Schroeder, Degraw, Kendall &
MayHall
203 East Michigan Avenue
Marshall, MI 49068-1591

RECEIVE

JAN 10 1990

S. D. K. & I

Dear Sir or Madam:

This is in response to your letter dated December 19, 1989, inquiring about not being listed in Publication 78.

We have corrected our records to show we issued a determination letter in July 1945, which recognized your organization as exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. You are classified as a publicly supported organization, and not a private foundation, because you are described in sections 509(a)(1) and 170(b)(1)(A)(iii) of the Code. Donors may deduct contributions to you as provided in section 170 of the Code.

Our determination letter issued in July 1945 is still in effect.

Subsequent to the date you were recognized exempt, various filing requirements have changed as follows:

As of January 1, 1984, all exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more they pay to each of their employees during a calendar year. If you meet this criteria, you must file Form 941, Employer's Quarterly Federal Tax Return, quarterly. This return is due by the last day of the month following each calendar quarter.

You are required to file Form 990, Return of Organization Exempt from Income Tax. That return must be filed only if your annual gross receipts are normally more than \$25,000. It must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

-2-

Ella E. M. Brown Charitable Circle
dba Oaklawn Hospital

This organization should be listed in the next supplement to
Publication 78.

If you have any questions concerning this matter, you may contact us at
the address or telephone number shown in the heading of this letter.

This is an affirmation letter.

Sincerely yours,



Harold M. Browning
District Director



ITEM 12 C

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 20, 2022

SUBJECT: **SPECIAL EVENT APPLICATION
COPPER SUMMER BASH- PLAN B**

The Copper Athletic Club hosted an event last year downtown and is looking to maintain this as an annual event in future years. The “Copper Bash” is planned for August 27, 2022, from 2:00 pm to 12:00 am. The Copper Summer Bash previously received approval for their event along Michigan Ave at the June 6, 2022 Council Meeting. After City Council approval staff requested the MDOT permit for closure of Michigan Ave. In response to that permit request, MDOT had questions regarding the event. Answers were supplied to MDOT, but approval has not yet been granted.

Due to the time needed for event coordination and entertainment booking, the Copper Athletic Club is respectfully asking for a ‘plan B’ location approval from City Council. The secondary location will be the city parking lot (#12) on the north side of W Green Street between Eagle Street and Jefferson Street. The area is defined as the parking area as well as the portion of the alley adjacent to the parking area. The alley will be closed at 3:00 to allow for normal Saturday morning business access.

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.

BUDGET IMPACT: The only city service requested is for the closure of the parking lot. The city costs are estimated to be around \$380 for the event. The total cost amount will be invoiced to Copper Athletic Club after the event.

RECOMMENDATION: City Council will consider the recommendation to approve the use of City parking lot #12 for the Copper Summer Bash Special Event if approval to close Michigan Avenue is not granted by MDOT.



ITEM 12 D

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
Paul LaRose, DART MDOT Liaison

DATE: June 20, 2022

SUBJECT: **DIAL-A-RIDE ADA COMPLAINT AND REASONABLE MODIFICATION POLICY**

The Michigan Department of Transportation (MDOT) implemented a requirement of transit agencies to establish an American Disability Act (ADA) complaint policy. This policy is required by Title II and III of the ADA Act of 1990 which provides that no entity shall discriminate against an individual with a disability in connection with the provision of transportation services.

During a recent review, MDOT stated that our current “complaint policy” did not incorporate enough information for the requirements of information about reasonable modifications being publicly available in the same manner a transit agency disseminates other information and guidance on procedures. Our revised ADA Policy has been reviewed and approved by MDOT; the only remaining condition of implementation is for it to be approved by City Council.

BUDGET IMPACT: None.

RECOMMENDATION: It is recommended that City Council review and approve City of Marshall’s revised ADA Complaint Policy.

City of Marshall, Dial-A-Ride Transit (DART/AMC)

ADA COMPLAINT AND REASONABLE MODIFICATION POLICY

Title II and III of the Americans with Disabilities Act of 1990 (ADA) provides that no entity shall discriminate against an individual with a disability in connection with the provision of transportation services. Title II of the ADA prohibits state and local governments from discriminating against people with disabilities. Title III establishes accessibility requirements for places of public accommodation. The law sets forth specific public transit requirements for vehicle and facility accessibility and the provision of service, including access to fixed route bus and complementary paratransit service. Marshall DART/AMC is committed to providing safe and reliable transportation to all people without discrimination.

The attached flyer (Attachment A) will be posted in all transit agency buses, facilities, and websites.

ADA COMPLAINTS

If Marshall DART/AMC receives a complaint regarding discrimination against an individual under the ADA, we will respond within 30-days of receiving the complaint and will work to resolve the issue with the complainant as quickly as possible. This may involve legal assistance and/or mediation. We will document the entire process, including the resolution, and notify the Michigan Department of Transportation (MDOT) Office of Passenger Transportation (OPT). We will keep the complaint and all related documents on file for at least one year. We will keep a summary of all complaints filed for at least five years. Records will be made available to MDOT OPT upon request.

What information should my ADA complaint include?

Your written ADA complaint should provide the following information:

1. Your full name, address, telephone number, and e-mail address where we can reach you during the day and evening.
2. The name of the party discriminated against, if known.
3. The name of the person you believe committed the discrimination, if known.
4. A brief description of the alleged discrimination and the dates they occurred.
5. Other information you feel is necessary to support your complaint, including copies (not originals) of relevant documents.
6. Information about how to communicate with you effectively. Please let us know if you want written communications in a specific format (e.g., large print, Braille, electronic documents).

To guide you in providing the requested information, you may use the attached ADA complaint form. (Attachment B)

How do I file an ADA complaint by email?

Include all of the information listed above, either in the body of the email or in an attachment. Attach relevant documents to your email. Send your complaint to DART@cityofmarshall.com. You will receive a reply email confirming that your complaint has been received within 48 business hours. Please keep a copy of your complaint and the reply email for your records. If you do not receive a reply email, please contact Marshall DART/AMC at (269) 781-3975.

What happens after my complaint is received?

After the complaint is received, we will inform you of our action, which may include:

1. Contacting you for additional information or copies of relevant documents.
2. Working with you to resolve the issue.
3. Referring your complaint for possible resolution through the U.S. Department of Justice ADA Mediation Program.
4. Referring your complaint to another federal agency with responsibility for the types of issues you have raised.

How can I find out the status of my complaint?

We will review each complaint carefully. If you have not heard from us within three weeks, please contact us at (269) 781-3975.

REASONABLE MODIFICATIONS

Public agencies that provide designated public transportation shall make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability or to provide program accessibility to their services. This requirement applies to the means public entities use to meet their obligations under all provisions of the law.

In choosing among alternatives for meeting nondiscrimination and accessibility requirements with respect to new, altered, or existing facilities, or designated or specified transportation services, Marshall DART/AMC shall give priority to those methods that offer services, programs, and activities to qualified individuals with disabilities in the most integrated setting appropriate to the needs of individuals with disabilities.

Requests for modification of Marshall DART/AMC policies and practices may be denied only on one or more of the following grounds:

1. Granting the request would fundamentally alter the nature of the agency's services, programs, or activities.
2. Granting the request would create a direct threat to the health or safety of others.
3. Without the requested modification, the individual with a disability is still able to fully use the entity's services, programs, or activities for their intended purpose.

Basic process requirements that must be met are:

1. Information on the reasonable modification process must be readily available to the public and must be readily accessible
2. Advance notice can be required if feasible. Flexibility is also needed to handle requests that are only practicable on the spot.
3. Individuals requesting modifications are not required to use the term "reasonable modification".

What information should my reasonable modification request include?

1. Your full name, address, telephone number, and e-mail address where we can reach you during the day and evening.
2. The name of the party discriminated against, if known.
3. If the request is being made by someone else on behalf of the rider, please provide the advocate's name, relationship to the rider, and telephone number:
4. A description of the rider's disability or disabilities.
5. The service policy or procedure that may need to be modified to allow the rider full access to the transit services provided.
6. How the current service policy or program prevents the rider from using transit service.
7. A description of the specific modification to the current service policy or procedure that you are requesting.
8. Copies (not originals) of any required documentation of disability.

To guide you in providing the requested information, you may use the attached ADA reasonable modification request form. (Attachment C)

How do I request reasonable modification by email?

Include all of the information listed above, either in the body of the email or in an attachment. Attach relevant documents to your email. Send your request to DART@cityofmarshall.com. You will receive a reply email confirming that your request has been received within 48 business hours. Please keep a copy of your request and the reply email for your records. If you do not receive a reply email, please contact Marshall DART/AMC at (269) 781-3975.

What happens after my request is received?

After the request is received, Marshall DART/AMC will provide a written response of approval or denial within seven days of its receipt.

How can I find out the status of my request?

We will review each request carefully. If you have not heard from us within seven days, please contact us at (269) 781-3975.

City of Marshall DART/AMC

Procedure to File a Complaint or Request Reasonable Modification Under the Americans with Disabilities Act (ADA)

If you believe you or another person has been discriminated against under Title II and III of the American Disability Act of 1990 by Marshall DART/AMC or one of our employees, you can file a complaint, or alternatively, request reasonable modification by mail, fax, or email at:

Transit Manager
900 S. Marshall Ave.
Marshall, MI 49068
(269) 781-3975
Fax: (269) 789-4628
DART@cityofmarshall.com

Take the first step: Before filing your complaint or request, contact the Marshall DART manager to discuss your concerns. They can look into the issue and try to come up with an acceptable resolution to the situation.

You may file a complaint or request a reasonable modification in writing with (transit agency) using the following procedures:

1. File a written complaint with Marshall DART/AMC as soon as possible, but no later than 180 calendar days after the alleged violation. Requests for reasonable modification may be filed at any time.
2. The written complaint or modification request should be submitted by the grievant and/or their designee.
3. Alternative means of filing complaints and requesting modifications, such as a personal interview or a tape recording, will be made available upon request.
4. The written complaint or modification request should contain the information required by the Marshall DART/AMC public policy that is available upon request. Alternative formats and language translations for this document are available on request
5. Explanation of approval or denial of reasonable modification requests will be made and sent to the requestor within seven calendar days of receipt.
6. Within 15 calendar days of receiving a complaint, Marshall DART/AMC manager will meet with the complainant to discuss the complaint and possible resolutions.
7. Within 15 calendar days of the meeting, Marshall DART/AMC will respond in writing or another accessible format. The response will explain the position of Marshall DART/AMC and offer options for substantive resolution of the complaint.

8. If the response by the Marshall DART/AMC does not resolve the issue, the complainant and/or designee may appeal the decision within 15 calendar days to the Federal Transit Administration Office for Civil Rights.
9. All written documents in the process will be retained by Marshall DART/AMC for at least one year.

Attachment B

Marshall DART/AMC

ADA Discrimination Complaint Form

Instructions: Please fill out this form completely, sign and mail, fax, or email to:

Transit Manager
900 S. Marshall Ave.
Marshall, MI 49068
FAX: (269) 789-4628
DART@cityofmarshall.com

Complainant: _____

Address: _____

City, State and Zip Code: _____

Telephone: Home: _____ Mobile: _____

Person Discriminated Against (if other than the complainant): _____

Address: _____

City, State and Zip Code: _____

Telephone: Home: _____ Mobile: _____

Email Address: _____

When did the discrimination occur? Date: _____

Describe the acts of discrimination, providing the name(s) where possible of the individuals who discriminated:

Signature: _____

Date: _____

Marshall DART/AMC

ADA Reasonable Modification Request Form

Instructions: Please fill out this form completely, sign and mail, fax, or email to:

Transit Manager
900 S. Marshall Ave.
Marshall, MI 49068
Fax: (269) 789-4628
DART@cityofmarshall.com

Rider: _____

Street Address: _____

City, State, and Zip Code: _____

Telephone: Home: _____ Mobile: _____

Email address: _____

Person requesting modification (if other than the rider): _____

Address: _____

City, State and Zip Code: _____

Telephone: Home: _____ Mobile: _____

Email Address: _____

Describe the rider's disability or disabilities. _____

Describe the service policy or program that may need to be modified to allow the rider full access to the transit services provided. _____

How does the current service policy or program prevent the rider from using the transit service or program? _____

Please describe the specific modification to the current policy/procedure that you are requesting. _____

How would you like Marshall DART/AMC to respond to your request?

- In writing to the address listed above
- By email to the address listed above

If future communications regarding this request are needed in an alternate format, please indicate the appropriate format below:

- large print (font size needed: _____)
- Spanish

This form can be requested in large print by calling (269) 781-3579, or emailing DART@cityofmarshall.com

Please send the completed form **and any required documentation of disability** to:

Transit Manager
900 S. Marshall Ave.
Marshall, MI 49068
Fax: (269) 789-4628
DART@cityofmarshall.com

Electronic versions of the completed form and scans of required documentation of disability should be sent to DART@cityofmarshall.com

Marshall DART/AMC will provide a written response to your request within seven days of its receipt. To check on the status of the request, call Marshall DART/AMC at (269)781-3975, or email DART@cityofmarshall.com.



STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

GRETCHEN WHITMER
GOVERNOR

PAUL C. AJEGBA
DIRECTOR

May 3, 2022

Mr. Paul LaRose
Marshall DART/AMC
900 South Marshall Avenue
Marshall, Michigan 49068

Dear Mr. LaRose:

The Michigan Department of Transportation (MDOT) has received and reviewed your American Disability Act (ADA) complaint and reasonable modification policy. The policy is required by Title II and III of the American Disability Act of 1990, which provides that no entity shall discriminate against an individual with a disability in the provision of transportation services.

Your policy includes the required elements but needs to be approved by your board. Please send me a copy of the board resolution or signed meeting minutes as soon as it is approved.

If you have any questions regarding this review, please contact me at 517-230-5949 or WassomK@michigan.gov.

Sincerely,

Kevin Wassom, Compliance Analyst
Transportation Services Section
Office of Passenger Transportation

cc: Fred Featherly

City of Marshall
Dial-a-Ride
Albion/Marshall Connector
Office location: 900 S. Marshall Avenue, Marshall, MI 49068

CERTIFICATE OF ELIGIBILITY FOR
DISCOUNTED SERVICE

"Disability shall mean a person who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment."

(Please print or type)

NAME: _____

ADDRESS: _____

(Number/Street)

(City)

(State)

PHONE: _(_____)_____

I hereby make application for a "Disability" Certificate of identification as provided for in Public Act 300 P.A. 1949, as amended and certify that the above statements are true.

Signature of applicant _____ *Date* _____

PHYSICIAN STATEMENT

I certify that I have examined the above named applicant and they meet the definition of disability as defined by State of Michigan Act 51, as amended and Federal States 49CFR, part 27.

Signature of Physician _____ *Date* _____

PHYSICIAN SIGNATURE VERIFICATION REQUIRED

(OFFICE STAMP OR OTHER AUTHENTICATION)



ITEM 12 E

TO: Honorable Mayor and City Council

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

DATE: June 20, 2022

SUBJECT: **FIBERNET BANDWIDTH**

FiberNet bandwidth contracts with MERIT and Metro Wireless are expiring in the near future. The current bandwidth amounts and their respective costs are as follows:

Company	Bandwidth	Amount
MERIT	2 Gbps	\$2,645
Metro Wireless	10 Gbps	\$4,890

FiberNet has grown rapidly since the original contract with MERIT. The current network set-up has caused additional fees from MERIT due to traffic that exceeds the 2 GB allotted. These overage fees have ranged from \$1300 to \$3600 per month.

One of our goals in moving to the next bandwidth contracts is to eliminate the overage fees and provide an insurance policy by having connections with two companies at 2 separate locations. FiberNet staff solicited the following proposals for service to our network:

Company	Connection Location	Bandwidth	Term	Monthly Amount	Set-Up Fee
Everstream	N Drive-CISD	10 Gbps	3 years	\$5,775	\$6,000
Everstream	N Drive-CISD	10 Gbps	3 Years	\$3,995	\$45,000
MERIT	CISD	10 Gbps	5 Years	\$4,625	\$250
MERIT	CISD	10 Gbps	3 Years	\$5,025	\$250
MERIT	CISD	5 Gbps	3 Years	\$3,895	\$250
Cogent	CISD	10 Gbps	3 Years	\$3,850	\$2,500
Cogent	PSB	10 Gbps	3 Years	\$4,650	\$2,500
Cogent	CISD	5 Gbps	3 Years	\$2,700	\$1,500
Cogent	PSB	5 Gbps	3 Years	\$4,350	\$1,500
Metro Wireless	Industrial Ave	10 Gbps	3 Years	\$3,912	\$0

MERIT provided an opportunity to have a second connection at our water tower on Industrial Drive, utilizing the same 10 Gbps through our connection and Calhoun ISD. This allows the system to have a second location to connect to the outside world. These two connections are on different fiber trunks so we would truly have system redundancy. This is a unique proposal from MERIT and to replicate would require us to have two providers or 2 contracts with our other providers.

FiberNet staff have reviewed the proposals and the impact on our system and believe that moving forward with the MERIT proposal is the best option at this time. With a three-year contract, we are able to monitor the growth in the system and explore alternate arrangements in the future.

BUDGET IMPACT: The proposed contract is a reduction from the current Fiscal Year budget and the amount budgeted in the 2022-2023 Budget. Our current monthly bandwidth costs are approximately \$7,535, the proposed MERIT contract of \$5,025 and \$262.50 (for the second attachment site) would lead to a monthly savings of \$2,247.50 (\$26,970 annually).

RECOMMENDATION: Staff recommends that Council approve the contract with MERIT for 10 Gbps for three years at \$5,025 per month and authorize the second attachment site for \$3150 per year.



ITEM 12 F

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Trisha Nelson, City Clerk
Eric Zuzga, Director of Community Services
William Dopp, Finance Director/Treasurer

DATE: June 20, 2022

SUBJECT: **FY 2022 QUARTER FOUR BUDGET AMENDMENTS**

Public Act 2 of 1968, better known as the Uniform Budgeting and Accounting Act, requires an amendment to the adopted budget when it can be determined that the budget projections will be different than originally anticipated. Each quarter, staff reviews the revenues and expenditures in order to develop an amended budget resolution to more closely reflect the actual operational costs and the associated revenues.

The following is a summary of the recommended budget amendments:

General Fund (Fund 101)

The State of Michigan has \$8 million dollars in federal funding available for election security purposes. Municipalities are eligible for reimbursement up to \$1,500 per precinct on qualified expenses. A list of qualified expenses was provided to local clerks. The clerk's office has made their first purchase of two (2) new laptops for use in the precincts for the electronic pollbook. The purchase of the laptops totaled \$1,918. Staff plans on utilizing the remainder of the \$3,000 to purchase new crowd control barriers and ballot bags.

The expense is 100% reimbursable with the election security funds, but will not be received until after the start of the new fiscal year.

Non-General Funds

Airport: Due to the concern over continually rising fuel costs this summer, the Airport was able to split a fuel load with another airport in late May. Coupled with higher-than-expected costs on mowing (due to fuel and labor costs), a budget amendment in the amount of \$7,000 is necessary.

As part of COVID funding, we submitted a reimbursement request for \$13,000 in payroll expenses and expect to receive those dollars after July 1. In addition, we expect to receive our 2022 Federal Airport allocation after July 1, which will return approximately \$70,000 in terminal expenses and allow us to pay MDOT back for the loan for the terminal project.

BUDGET IMPACT: For FY22, the General Fund (elections – GL# 101-215-830.00), will be amended for the initial \$1,918 cost of the laptops. Through the reimbursement program, the \$1,918 will be fully reimbursed to the City in early FY23.

For FY 22, Airport Fund expenses will be increased by \$7,000 which will increase the amount contributed by the General Fund.

RECOMMENDATION: City Council approves the budget amendments for the General Fund in the amount of \$1,918, and for the Airport Fund in the amount of \$7,000.



ITEM 12 G

TO: Honorable Mayor and City Council

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

DATE: June 20, 2022

SUBJECT: AIRPORT LEASE DOCUMENT

Staff have worked with Attorney Revore to draft a new lease document for the rental of the main and T-Hangers at Brooks Field. Attached is a copy of a lease drafted by Attorney Revore and submitted for your approval. This will bring us in to compliance with an item cited in last year's audit.

BUDGET IMPACT: There is no impact in the approval of the lease document. The rental amount for the main hanger and t-hangers was already approved by Council on June 6, 2022.

RECOMMENDATION: Staff recommends that Council approve the proposed lease agreement.

**BROOKS AIRPORT
T-HANGAR LEASE AGREEMENT**

THIS LEASE AGREEMENT (this “Lease” or this “Agreement”), made and entered into as of the 1st day of _____ by and between **THE CITY OF MARSHALL**, a Michigan Home Rule City with principal offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (hereinafter, the “Lessor”) and _____ (hereinafter, the “Lessee”), whose address is _____, phone number and email address:_____. Lessee’s aircraft(s) is described as:

Make, _____,

Model, _____, and

Aircraft Registration Number _____.

Lessee must complete and submit this Lease and an Aircraft Inventory Form to _____ the Airport Director’s Office and to the City Manager’s Office.

WITNESSETH:

WHEREAS, Lessee desires to lease an aircraft hangar owned by the Lessor at Brooks Airport (hereinafter, “Airport”) for the purpose of storing aircraft and related items, subject to the terms and conditions contained in this Lease; and

WHEREAS, Lessor is willing and has authority to lease said premises, and grant certain rights, licenses, and privileges with respect thereto to Lessee;

NOW THEREFORE, for and in consideration of the rents, covenants, and agreements herein contained, Lessor and Lessee agree as follows:

1. **Premises.** The Lessor hereby agrees to lease to the Lessee the T-Hangar or Main Hangar identified as Unit __, located at Airport in the City of Marshall, County of Calhoun, State of Michigan (the “Premises” or the “Leased Premises”). Lessee(s) and Lessee’s invitees shall have free use of a right-of-way for ingress and egress of aircraft and personal vehicles to the Leased Premises. The location of such right-of-way shall be determined and designated by Lessor. If hangar number is “Main hangar” the Tenant understands that this is a shared hangar with other Tenants. This Agreement shall pertain to one Aircraft only, and the space utilized in the Main Hangar shall be only that of said Aircraft and necessary ground support equipment.
2. **Rental.**

- A. **Rate and Late Fees.** As consideration for the interest granted herein and for the authorization to Lessee for aircraft operations and permitted uses, Lessee shall pay to Lessor as rent the sum of One Hundred and Fifty Dollars and .00/100 (\$150.00) per month, payable on the first day of the month, in advance. In the event this Lease shall commence other than on the first day of a month, the first monthly payment shall be prorated based on a thirty (30) day/month calculation, and shall be due and payable upon the execution of this Lease. In the event that rent is not paid when due, a late fee of Twenty-Five dollars (\$25.00) per month due on the sixth day of the month for each month of arrearage shall accrue until paid. All payments shall be applied first to late fees, then to arrearages, then to current payments due.
- B. **Rate Increases.** Rent may be increased by the Lessor upon not less than sixty (60) days advance notice to the Lessee.
3. **Term and Termination.** Lessee's tenancy in this Lease is a month-to-month tenancy. Either party may terminate this Agreement at any time upon thirty (30) days advance written notice.
4. **Lessee's Duties Upon Lease Termination.** Upon termination of this Lease, Lessee shall:
- A. Remove all of Lessee's property from the hangar;
- B. Leave the Leased Premises in broom-clean condition, free of all debris and trash. Upon Lessee's failure to remove Lessee's property or in the event the hangar is not clean and free of debris and trash, Lessor may remove all such items and Lessee shall be liable to Lessor for all costs incurred by Lessor, including, but not limited to, disposal, labor, and storage, and Lessee's security deposit may be utilized by Lessor for reimbursement of said costs. **Said costs shall be actual costs as itemized by Lessor.**
5. **Use of Leased Premises.** The Leased Premises shall be used by Lessee for the purpose of housing and storage of aircraft owned by Lessee and the storage of related equipment. Storage of other aircraft-related items may be permitted within the fully enclosed hangar structure; however, such storage is deemed to be ancillary and will not be permitted as the hangar's primary use. Lessee must have an on-site aircraft as a condition for the lease. No portion of the Leased Premises shall be used for a purpose which, in the opinion of Lessor, may interfere with the proper use of the airport by others or which constitutes a nuisance, or which violates written rules, regulations, and policies of the Lessor or other competent authority or agency having jurisdiction. Lessee shall not utilize the leased premises as living quarters nor overnight accommodations. Lessee shall not store nor keep items outside the hanger (i.e., outside of doors), such as but not limited to motor vehicles, recreational

vehicles (RV), campers, lawn mowers, airplane nor motor vehicle parts, damaged aircraft, nor items of junk or debris. A violation of this section by Lessee shall be considered a default of the conditions of the Lease by Lessee and may, in Lessor's sole discretion, result in termination of this Lease.

6. **Improvements to Leased Premises.** Lessee shall make no improvements to the Leased Premises except upon the prior written approval of the Lessor. Such approval may be conditioned upon amendment to this Lease, as Lessor shall, in its sole discretion, deem appropriate.
7. **Conditions of Use.** Lessee's use of the Leased Premises and Airport shall be and is conditioned upon adherence to the following requirements:
 - A. No signs or advertising matter shall be painted, posted, or displayed upon any portion of the Leased Premises without prior written consent of the Lessor.
 - B. Lessee shall not engage in any unlawful use of the Leased Premises nor permit any such unlawful use thereof.
 - C. Lessee shall observe all federal, state, and local laws and ordinances, including the rules and regulations of the federal and state aeronautic authorities, the City of Marshall, and Airport (a copy of which is attached and incorporated herein by reference).
 - D. The operations of the Lessee, and Lessee's agents and invitees shall be conducted in an orderly and proper manner consistent with applicable rules, ordinances, and laws, and so as not to annoy, disturb, or be offensive or a nuisance to others at Airport.
 - E. All rules and regulations of the State Fire Marshal shall be complied with by the Lessee in the conduct of its use and occupancy of the Leased Premises. Lessee shall not create an environmental condition on or in the Leased Premises or Airport, which, under applicable federal and/or state law, would require remediation.
 - F. Lessee shall comply with all applicable laws and regulations related to air quality, water quality, waste disposal or management, hazardous or toxic substances, and the protection of health and the environment.
 - G. Lessee agrees at all times to keep the Leased Premises in a neat, clean, and orderly condition, free of weeds, rubbish, or any unsightly accumulation of any nature whatsoever.
 - H. The Leased Premises shall not be used for any outside storage whatsoever.
 - I. The Leased Premises shall not be used as living quarters nor overnight accommodations.
8. **Utilities.** Included in rent charges.

9. **Inspection of Premises.** Lessor, or its designated representative, shall have the right to enter upon the Leased Premises at a reasonable time for the purpose of inspection of any portion thereof. Except under emergency circumstances, Lessor agrees to contact Lessee in advance and arrange a time to inspect the Leased Premises. Lessee will provide to the Airport Manager a list of names and telephone numbers of persons to contact in case of an emergency and will update the list annually or upon the change of any name or telephone number. Such required information must be added as an Attachment to this Lease Agreement.
10. **Security.** Lessee shall comply with and abide by all rules, regulations, practices and other requirements adopted by Lessor to maintain, enhance or protect the security and safety of Airport, its users and tenants.
11. **Assignments and Subletting.** Assignment of this Lease by Lessee and subletting of the Lease Premises by Lessee are prohibited.
12. **Breach of Lease.** In the event of a breach by Lessee in the payment of rent when due to the Lessor or other breach of any covenant or condition to be kept, observed, and performed by the Lessee, and such breach continues for a period of ten (10) days after the Lessor gives the Lessee notice of the breach, then the Lessor may terminate this Lease and pursue all legal and equitable remedies against the Lessee. In the event of a breach, the Lessee shall pay the Lessor's costs, including without limitation the Lessor's actual attorneys' fees and other costs incurred as a result of the Lessee's breach.
13. **Insurance; Risk of Loss.** Lessee may, at Lessee's sole expense, acquire such fire and casualty loss insurance covering the Lessee's property as Lessee deems appropriate. Risk of loss or damage to Lessee's property is Lessee's sole responsibility, and Lessor shall have no liability for such loss and damage whatsoever. Lessee shall, at Lessee's sole expense, acquire an insurance policy which shall provide coverage in an amount not less than One Million dollars (\$1,000,000.00) for public liability. Lessee agrees to add Airport and the City of Marshall as additional named insureds. Lessor shall be furnished with copies of all insurance policies obtained by Lessee in compliance with this requirement prior to the effective date of the Agreement. The policy or policies of insurance shall contain language which provides that the Lessor shall be notified, in writing, at least thirty (30) days prior to the cancellation of the policy or policies. In the event of cancellation of coverage, the Lessor may obtain a policy or policies of insurance, the premium(s) of which shall be considered rent under this Agreement, and the Lessee shall reimburse the Lessor within thirty (30) days from receipt of an invoice for the premium(s).

14. LESSEE 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. LESSEE shall provide insurance required by state and local law.
15. **Prohibited Activity.** In addition to conduct prohibited by the Rules and Regulations and by law, the following storage uses and activities are also precluded:
- A. Items not reasonably related to aircraft and assessorly uses thereof are prohibited.
 - B. No fuel, oil, dopes, paints, solvents, or acids shall be disposed of or dumped on the ramp areas, catch basins, ditches, trash receptacles, or elsewhere at Airport by Lessee.
 - C. No refueling of aircraft shall occur in the T-Hangar. Aircraft to be fueled must be moved out of the Hangar by Lessee. The aircraft must be a minimum of ten (10) feet from the building during refueling.
 - D. Smoking is prohibited in the T-Hangar.
15. **Lessee's Covenants.** Lessee covenants and agrees that at all times during the term of this Lease:
- A. To accept and adhere to the terms and conditions of this Lease.
 - B. Keep the T-Hangar free of all debris and the floor swept. Disposal of waste shall be off the Airport.
 - C. To provide a drip pan for engines. Pans will be kept clean. The Lessee shall dispose of oil off Airport property at an approved disposal facility.
 - D. Salt may not be used. Urea fertilizer is the only allowed ice melter. No ice melters or any corrosive material or substance may be used in the T-Hangar.
 - E. To report hangar maintenance needs to Lessor.
 - F. To provide an Underwriter Laboratory approved fire extinguisher for use in the T-Hangar.
 - G. To keep the T-Hangar door closed at all times other than when the aircraft is being moved into or out of the T-Hangar, or when the Lessee is in attendance.
 - H. To comply with all rules and regulations now in effect or which may be promulgated by Lessor in the future. During the Term of this Lease, the Lessor reserves the right to make rules and regulations that, in the Lessor's sole discretion, are necessary or desirable for the safety, care, appearance, and cleanliness of the Leased Premises provided seven (7) calendar days written notice.
16. **Compliance with State and Federal Agreements.**

- A. This Agreement shall be subordinate to the provisions of any existing or future Agreement between Lessor and the United States or the State of Michigan relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal fund for the development of the Airport.
 - B. Lessee hereby grants the right to Lessor to, and Lessor hereby reserves the right to, subordinate this Lease at all times to any and all present and future obligations of Lessor arising from any government grants or loans. Lessee also covenants and agrees to execute and deliver upon demand such further instrument or instruments as may be required to carry out the intent of this paragraph, and hereby irrevocably appoints Lessor the attorney-in-fact of Lessee to execute and deliver any such instrument or instruments for and in the name of Lessee. Lessor shall notify Lessee in writing of any such obligations and instruments.
 - C. Lessor may assign this Lease to its successor in interest.
17. **Non-Limitation of Lessor's Rights.** Nothing in this Lease limits the right of the Lessor to further develop the Airport and to lease the same for any lawful purpose or to provide or discontinue services it deems necessary or desirable in its sole and absolute discretion, regardless of the Lessee's wishes.
18. **Indemnification.** Lessee shall indemnify and hold Lessor, its Council, staff and agents, free and harmless from any and all liability, claims, loss, damage, or expenses, including actual attorney fees, witness fees, or other costs arising by reason of any death, injury, or property damage sustained by any person including Lessee, or any agent or employee of Lessee, where such death, injury, or property damage is caused or allegedly caused by any negligent or intentional act of Lessee, its agents or employees, or any guest, Lessee or invitee of Lessee, or by Lessee's failure to perform any covenant, term, condition, or act required by this Agreement.
19. **Peaceful Occupancy.** Lessor does covenant that Lessee, upon payment of the aforesaid installments and performing all the covenants herein, shall and may peacefully and quietly have, hold and enjoy the said Leased Premises for the term of this Agreement.
20. **Agreement in its Entirety.** This Lease constitutes the entire agreement by and between the parties, and all prior agreements, oral or written, shall be merged and made a part hereof. No modifications or amendments of this Lease shall be valid unless they are in writing and signed by the duly authorized representatives of both the Lessor and the Lessee. This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Michigan.

- 21. **Mutual Draftsmanship.** This Lease will be construed for all purposes as having been drafted jointly by the parties hereto.
- 22. **No Waiver of Defenses.** By entering into this Lease, the Lessor is not waiving any defenses, including the defense of governmental immunity.
- 23. **No Third Party Rights.** Nothing in this Lease shall provide any rights to any third party who is not a party to this Lease.
- 24. **Non-Waiver.** Failure of Lessor to insist on strict performance of any term or conditions of this Lease shall not constitute a waiver of Lessor's right to later enforce such term of condition.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.

LESSOR:

**THE CITY OF MARSHALL,
a Michigan Home Rule City**

By: _____

Title: _____

Date: _____

LESSEE:

By: _____

Date: _____