



**CITY COUNCIL
WORK SESSION AGENDA
Monday August 19, 2019
6:00 PM
City Hall Training Room**

- A. Goal III.H – Keeping Up with Staff Needs**
City staff will present the plan for Succession Planning & Future Staffing Needs

- B. Marihuana-Adult Use**
City Attorney David Revore will update the Council on MMARTA

- C. Other items**

- D. Future Work Sessions**
Hydroelectric license 6:00 September 16th

- E. Future topics**

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



MARSHALL CITY COUNCIL AGENDA

MONDAY – 7:00 P.M.

August 19, 2019

- 1) CALL TO ORDER
- 2) ROLL CALL
- 3) INVOCATION
- 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. Renewal of Lease with Griswold Aviation LLC P. 5

City Council will consider the recommendation to approve the lease extension with Griswold Aviation LLC for portions of the property at 1243 S. Kalamazoo Ave. (Brooks Field Airport).

B. Dial-A-Ride Bus Purchase P. 15

City Council will consider the recommendation to approve the purchase of a new DART bus from Hoekstra Transportation in an amount not to exceed \$89,819.33 and increase the budget of line item 588-538-970.00 Capital Outlay by \$89,820.

C. Traffic Control Order 108 P. 24

City Council will consider the recommendation to approve Traffic Control Order 108 to approve NO PARKING, STANDING or STOPPING be allowed on the east side of Greenfield St between Arms Street and Michigan Avenue.

D. Traffic Control Order 109 P. 25

City Council will consider the recommendation to approve Traffic Control Order 109 to post NO STOPPING, STANDING or PARKING, be allowed on the east side of Gordon Street between Prospect Street from 8am to 4pm Monday – Friday.

E. City Council Minutes P. 26

Regular Session.....Monday, July 15, 2019

F. City Bills P. 30

Regular Purchases..... \$ 731,976.42

Purchased Power (July) \$ 652,921.15

Purchased Power (August) \$ 796,167.33

Weekly Purchases – 7/12/19..... \$ 153,378.99

Weekly Purchases –7/19/19..... \$ 107,101.08

Weekly Purchases –7/26/19..... \$ 13,529.78

Mayor:

Joe Caron

Council Members:

Ward 1 - Scott Wolfersberger

Ward 2 - Nick Metzger

Ward 3 - Jacob Gates

Ward 4 - Michael McNeil

Ward 5 - Ryan Underhill

At-Large - Ryan Traver



Weekly Purchases – 8/2/19..... \$ 44,700.16
Weekly Purchases – 8/8/19..... \$ 70,087.42
Total \$ 2,569,862.33

8) PRESENTATIONS AND RECOGNITIONS

- A. State of Michigan Police Accreditation Presentation
- B. Girl Scout Bat House Presentation

9) INFORMATIONAL ITEMS

10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

- A. Amendment to Ordinance 136.03, Tobacco Products, Vapor Products, Alternative Nicotine Products P. 42

City Council will hear public comment on the amendment to Ordinance 136.03: Tobacco Products, Vapor Products, Alternative Nicotine Products.

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

- A. Cronin Millrace Pavilion and Confluence Garden Construction P. 49

City Council will consider the recommendation to award the construction contract to the Kalleward Group for construction of the Cronin Mill Race Pavilion and Confluence Garden for the bid amount of \$558,000 with a contingency amount of \$34,751 totaling an amount not to exceed the available grant funds of \$592,751.

- B. Goal II. D. ELECTRIC VEHICLE CHARGING STATIONS P. 52

City staff will provide an update on the electric vehicle charging stations.

- C. Goal III. G. SOLAR FIELD P. 54

City staff will provide an update on the electric generation solar field goal.

13) APPOINTMENTS / ELECTIONS

- A. Northeast Neighborhood Improvement Authority Board P. 56

City Council will consider the recommendation to appoint Lucy Blair to the Northeast Neighborhood Improvement Authority Board with a term expiring December 31, 2021.

- B. Brooks Nature Area Advisory Board P. 57

City Council will consider the recommendation to appoint Scott VanderBerg to the Brooks Nature Area Advisory Board and reappoint Ben Lark to the Brooks Nature Area Advisory Board both with terms expiring August 15, 2022.

- C. Parks, Recreation, and Cemetery Board

City Council will consider the recommendation to reappoint Mitch Robbins to the Parks, Recreation and Cemetery Board with a term expiring July 1, 2022.



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 cursive script, which appears to read "Tom Tarkiewicz".

Tom Tarkiewicz
City Manager



ADMINISTRATIVE REPORT
August 19, 2019 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council

FROM: Kristin Bauer, Director of Public Services
Tom Tarkiewicz, City Manager

SUBJECT: Renewal of a Lease Agreement between City of Marshall and Griswold Aviation LLC for portions of the property at 1243 S. Kalamazoo Ave. (Brooks Field Airport), Marshall, MI 49068

BACKGROUND: The current lease agreement with Griswold Aviation LLC expired in February 2019 and the parties have been operating under an extension of the previous lease, as allowed by the lease agreement. We have reviewed the existing lease and with a few minor changes have agreed upon a new three (3) year lease agreement beginning on September 1, 2019. Current rent is \$475/month with a \$25/month/year increase for each of the extension years, three maximum years are allowed in this lease.

RECOMMENDATION: For City Council to accept an extension of the attached lease with the minor changes noted in **yellow**.

FISCAL EFFECTS: Rent from this lease agreement becomes part of the revenue for the Airport Fund and will be placed in Revenue budget line item 295-000-667.00

ALTERNATIVES: As suggested by the Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kristin Bauer".

Kristin Bauer
Director of Public Services

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

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

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AIRPORT HANGAR LEASE AGREEMENT

THIS AGREEMENT, made as of _____ between the City of Marshall, a Michigan municipal corporation of 323 W. Michigan Avenue, Marshall, Michigan 49068, hereinafter called "City", and Griswold Aviation LLC, a Michigan limited liability company of 1243 S. Kalamazoo Ave, Ste. C, Marshall, Michigan 49068 hereinafter called "Tenant" is as follows:

It is mutually covenanted and agreed by and between the parties hereto as follows, to-wit:

1. LOCATION: City, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, hereby leases to Tenant a portion of premises ("Leased Premises") in the City of Marshall, Calhoun County, Michigan, described in Exhibit A attached hereto, which is located at Brooks Memorial Airport, which is owned by City. The Leased Premises shall be those areas marked exclusive and secure use of "GRISWOLD." During the term of this Lease, Tenant shall also have non-exclusive access to the areas listed under "Access included to" on Exhibit A, which is incorporated by reference.

2. POSSESSION AND TERM: Tenant shall be given possession of the Leased Premises and the term of this Agreement shall commence on the 1st day of September, 2019 and end on the 31st day of August, 2022 after which tenant shall be given the option to extend the lease annually for up to three additional lease years. As used herein the term "Lease Year" shall be a period of twelve (12) consecutive calendar months commencing on September 1st and ending August 31st of the following year.

3. RENT:

- A. The rent all areas described in this agreement for the term of this agreement shall be the sum of Four Hundred seventy five dollars (\$475.00) per month, during the term of the initial lease. Following the initial rent term; rent shall be increased Twenty Five dollars (\$25.00) per month each renewal year. Rent is due on or before the first day of each month of the lease.
- B. Use of the Main Hanger is included in the lease provided that the Tenant shall not interfere with any paying hanger tenants; and the Tenant shall not prevent any additional paying hanger tenants from occupying the available space.
- C. The Tenant's member, Craig Griswold, shall have exclusive use of the 2nd Floor apartment provided it is maintained in current or better condition. No one else shall occupy the apartment without prior written approval from the City. Tenant shall not lease or sub-let this apartment. Any upgrades to this apartment shall be subject to Paragraph 10 of this agreement.

4. TERMINATION: Upon not less than ninety (90) days written notice to the other party, either the City or Tenant shall have the right to terminate this Agreement at the City's or Tenant's option for cause. Cause is defined as:

- A. Failure to comply with any material term of this agreement, following notice by the City or Tenant of non-compliance and a failure to cure the non-compliance within 30 days from the date of notice.
- B. Violation by Tenant or City of any State or Federal statute relating to and

interfering with the Tenant's ability to meet the requirements of this agreement.

C. Unauthorized assignment of this agreement to another entity or individual.

5. **USE, REPAIRS, REPLACEMENT, MAINTENANCE AND SERVICE:** Tenant covenants that the Leased Premises shall be used, occupied and operated for aircraft maintenance and repair, sale of aircraft parts, sale of aircraft oil and related uses, and for no other purpose or purposes without the prior written consent of City. Tenant shall not serve, or permit the possession or use of, alcoholic beverages, or use of marihuana products or any controlled substances on Leased Premises. Within the apartment unit, alcohol possession and consumption for persons 21 years of age and over will be permissible. Smoking marihuana within the apartment unit is prohibited.

City, at its sole expense, shall maintain the structural portion of all buildings on the Leased Premises in good repair and make all necessary repairs and replacements to all buildings, including but not limited to electrical, mechanical, heating and plumbing equipment, roof and Griswold's areas, parking areas, grounds, landscaping and sidewalk areas. Tenant shall maintain the interior of the Leased Premises in a clean and safe condition. This shall not be interpreted to mean that it is responsible for other than daily maintenance and minor repairs. City shall be responsible for the removal of snow and ice from runways and taxiways. The City, at its sole expense, shall remove snow and ice from all driveways, parking, areas, sidewalk areas, tiedown areas and apron or ramp areas at City's sole expense. All City owned equipment used by Tenant shall be stored by Tenant on the Leased Premises without cost to the City and shall at all times remain on airport property, unless prior authorization is obtained from the City.

The City shall continue during the term of this lease and all extensions to be responsible for the fuel storage and fuel sales equipment. This responsibility shall specifically include responsibility to maintain the equipment in full compliance with all State and Federal environmental laws and regulations. All care, maintenance and replacement of the fuel tanks and distribution systems and, if necessary, environmental remediation relating to this equipment and its use, shall be the sole duty of the City.

Tenant is required by the terms of this lease to offer general maintenance service for piston engine powered airplanes on a regular and consistent basis.

6. **UTILITIES:** The cost of heat, air conditioning, electrical service, water and sewer and natural gas provided to the Leased Premises shall be paid by Tenant.

7. **INSURANCE:** Tenant shall pay for, and keep in force, a hangarkeepers liability insurance policy, premises liability policy, products liability, business integration, and completed operations policy in an amount not less than \$1Million with an insurance company subject to the reasonable approval of City. City shall be named as an additional insured on such policy(s) and such policy(s) shall specifically provide that City shall be given at least thirty (30) day notice prior to cancellation, non-renewal or change in the types and amounts of coverages of such insurance.

8. **TAXES:** Tenant shall be liable for the payment of personal property taxes on any personal property owned by it on the Leased Premises. Tenant shall not be liable for real estate taxes or special assessments on the Leased Premises.

9. **ASSIGNMENT CHANGE OF OWNERSHIP:** Tenant shall not assign this Agreement or any right hereunder, or hypothecate or mortgage the same, or sublet the Leased Premises, or any part thereof, without the prior written consent of City.

Any assignment, hypothecation, mortgage or subletting without the said written consent shall give City the right to immediately terminate, this Agreement and reenter and repossess the Leased Premises.

The provisions of this paragraph shall not apply to leases or rental agreements with aircraft owners using the hangar or tie-down facilities on the Leased Premises. All such leases or rental agreements shall, however, provide that they are and will be terminable by City upon the expiration or termination of this Agreement.

10. **ALTERATIONS AND FIXTURES:** Except as specifically permitted herein, Tenant shall make no alterations and/ or additions or improvements to the Leased Premises without first obtaining the prior written consent of City. All facilities constructed by Tenant and all additions and improvements made by Tenant shall become the property of City on the expiration or termination of the Agreement or the termination of occupancy of the Leased Premises. In the event that Tenant, as part of the written approval obtained from the City prior to installation of an addition to or improvement of the Leased Premises shall obtain the City's approval for total or partial reimbursement by the City of the cost of said improvement or addition as a long-term capital improvement to the Leased Premises pursuant to a written amortization schedule, the City shall, upon expiration or termination of the Agreement or termination of occupancy of the Leased Premises reimburse Tenant for said long-term capital improvement in such amounts and on such bases as are set forth in the written approval obtained by Tenant from the City.

11. **LIABILITY AND INDEMNITY:** All personal property in or on the Leased Premises shall be at the risk of Tenant only and, without limiting the foregoing, City shall not be liable for any damage to persons or property sustained by Tenant or other persons due to buildings or any part or appurtenance thereof becoming out of repair or arising from the bursting or leaking of water, gas or steam pipes or breakage or failure of any electrical circuits, or of any act or neglect of Tenant or any occupants of any building or any other person, or due to the happening of any accident in, on or about said building, nor for any loss by theft or burglary. Tenant covenants and agrees that it will defend, indemnify and save City harmless from any liability for injury to persons or property suffered by anyone upon the Leased Premises during the term of this Agreement or any renewal thereof so long as such injury is not the result, direct or indirect, of one or more negligent or willful acts or omissions of City, its agents, employees or invitees.

12. **MUTUAL RELEASE:** Anything in this Agreement to the contrary notwithstanding, it is agreed that each party (the Releasing Party) hereby releases the other party (the Released Party) from liability which the Released Party would, but for this paragraph, have had to the Releasing Party during the term of this Agreement, resulting from the occurrence of any accident or occurrence or casualty (i) which is covered by a fire and extended coverage policy, or an all risk of direct physical loss policy, or (ii) covered by any other insurance being carried by the Releasing Party at the time of such occurrence; provided that such release shall not invalidate such insurance coverage.

13. **LIQUIDATED DAMAGES:** Should Tenant wrongfully withhold possession of the Leased Premises from City after the termination of this Agreement and written notice to vacate the Leased Premises given by City to Tenant, the damages for which Tenant shall be liable to City for such detention shall be and are hereby liquidated (for the period of such detention) at a sum equal to Fifty and 00/100 (\$50.00) Dollars per day during such term. Five (5) days notice of intent to impose such damages shall be given to Tenant by City, pursuant to the notice provisions hereof.

14. **IMPROPER USE; HAZARDOUS SUBSTANCES:** Tenant shall not conduct or permit to be conducted on the Leased Premises any business which is contrary to any laws or regulations of the United States or the State of Michigan or contrary to local ordinances. Tenant shall not, by any act or by neglect in or about the Leased Premises, infringe any laws or regulations of the United States or the State of Michigan or local ordinances or the regulations of any public authority, and shall save City harmless from any damage accruing to it from the failure of Tenant fully to keep this covenant.

Any aircraft fuel or other substances used in the operation and maintenance of aircraft shall be stored only in such containers as shall be approved by City, and strictly in accordance with all laws and regulations of any governmental entity having jurisdiction over such storage. In the event that; during the term of this Agreement, the Leased Premises shall be in any way contaminated by any hazardous or toxic substance, as defined in any existing or hereinafter enacted law or regulation governing hazardous or toxic substances, and such contamination shall be the result of any willful or negligent act or omission on the part of Tenant or any employee of Tenant or any person engaged by Tenant, all costs of clean-up of such contamination of the Leased Premises and any adjoining premises contaminated thereby, shall be borne by Tenant. Such costs shall include all actual costs of clean-up and any related costs incurred by City including, but not limited to, reasonable attorney fees; and Tenant hereby covenants and agrees to defend, indemnify and hold City harmless from any and all loss, cost, expense, damage or claim of whatever name or nature and however the same shall be deemed to have arisen with respect to such contamination, so long as such loss, cost, expense, damage or claim is not the result, direct or indirect, of one or more negligent or willful acts or omissions of City, its agents, employees or invitees.

15. **DAMAGE OR DESTRUCTION:** If, during the Agreement term, the buildings or improvements on, in or appurtenant to the Leased Premises at the commencement of the term, or thereafter erected, shall be destroyed or damaged in whole or in part by fire or other cause, City shall, to the extent of available insurance coverage, promptly repair, replace and rebuild the same, as nearly as possible to the character of the buildings and improvements existing immediately prior to such occurrence.

Restoration shall commence as soon as any insurance payments shall have been received and necessary permits shall have been obtained. City shall be responsible to undertake all necessary action to render the Leased Premises safe and secure immediately after any damage shall occur and to demolish damaged and dangerous structures and remove debris. Provided, however, that in no event shall City be liable to Tenant or any third party for any damages, including, but not limited to, for the injury of any person, the damage or destruction of any of Tenant's property or the property of any third party or for damages due to business interruption.

16. **LIENS:** Tenant shall have no power to do any act or make any contract which may create or be the foundation for any lien, mortgage or other encumbrance upon the reversion or other estate of City, or upon any interest of City in the Leased Premises or in the buildings or improvements thereon; it being agreed that should Tenant cause any alterations, rebuildings, replacements, changes, additions, improvements or repairs to be made to the Leased Premises, or cause any labor to be performed or material to be furnished therein, thereon or thereto, neither City nor the Leased Premises shall, under any circumstances, be liable for the payment of any expense incurred or for the value of any work done or material furnished, but all such alterations, rebuilding, replacements, changes, additions, improvements and repairs, and labor and material, shall be made, furnished and performed at Tenant's expense, and Tenant shall be solely and wholly responsible to contractors, laborers and suppliers furnishing and performing such labor and material. If, because- of any act or omission (or alleged act or omission) of Tenant, any construction or other lien, charge or order for the payment of money shall be filed against the Leased Premises or any building or improvements thereon, or against City, or any conditional bill of sale or security agreement may exist with respect to any building equipment or any materials used in the construction or alteration of, or installed in, any such building or improvement (whether or not such lien) charge or order, conditional bill of sale or security agreement is valid or enforceable as such), Tenant shall, at its own cost and expense, cause the same to be cancelled and discharged of record or bonded within ten (10) days after notice thereof.

17. **DEFAULT AND REENTRY:** Tenant shall observe and perform all the conditions and agreements herein contained to be observed and performed by Tenant. If default shall be made by Tenant in the payment of rent, additional rent, or in the performance of any of said conditions or agreements, or if Tenant shall become insolvent, or if bankruptcy, receivership or other insolvency proceedings shall be begun by or against Tenant, or if Tenant shall abandon or vacate the Leased Premises before the end of the term, then City shall be entitled to reenter the Leased Premises, and Tenant' right to enter shall be suspended. Such reentry and suspension shall not operate as an eviction or cancellation of this Agreement.

Tenant shall pay to City, in addition to any sums due hereunder, reasonable attorney's fees and court costs incurred by City in enforcing City's rights hereunder, if City shall prevail in any enforcement proceeding.

18. **CITY'S INSPECTION:** City shall have the right to enter the Leased Premises and buildings thereon at reasonable times to exhibit or examine the same, but City must give Tenant reasonable notice (at least one day) prior to entry, except in an emergency situation.

19. **WAIVER BY CITY:** No waiver of any condition of this Agreement shall be implied from City's omission to declare forfeiture or default on account of its violation, if such violation be continued or repeated. No express waiver shall affect any other than the conditions specified, and then only as specifically stated.

20. **PERSONAL PROPERTY AFTER TERMINATION:** If Tenant shall fail to remove all of its personal property from the Leased Premises after termination of this Agreement for any cause whatsoever, City may, at its option, remove the same in any manner that City shall choose, and store said property without liability to Tenant for loss thereof, and Tenant agrees to pay City on demand any and all expenses incurred in such removal, including court costs and reasonable attorney's fees and storage charges on such effects for any length of time the same shall be in City's possession; or City may at its option, without notice, sell said property, or any of the same, at private sale and without legal process, for such price as City may obtain and apply the proceeds of such sale upon any amounts due under this Agreement from Tenant to City and upon the expense incident to the removal and sale of said effects. Any remaining balance shall be paid to Tenant.

23. **TERMINATION DUE TO FACTORS BEYOND CITY'S CONTROL:** In the event that, for any reason, this Agreement shall be deemed or declared invalid by any Court or by the State of Michigan, or by the United States Government, then the same shall be deemed forthwith terminated, without compensation to Tenant. In the event that ownership and/ or control of the Leased Premises shall, for any reason, be placed in the hands of the State of Michigan, the United States Government or any other public entity, this Agreement may be terminated at the election of the entity assuming control of the Leased Premises.

22. **REMEDIES NOT EXCLUSIVE:** All rights and remedies of City and Tenant herein shall be cumulative, and none shall be exclusive of any other rights and remedies allowed by law.

23. **NOTICES:** Whenever in this Agreement it shall be required or permitted that notice or demand be given or served by either party upon the other, such notice or demand shall be in writing and shall be deemed to have been duly given or served upon deposit in the United States Mail, postage prepaid, and addressed as follows:

To City: City Manager
 City of Marshall
 Town Hall
 323 West Michigan Avenue
 Marshall, Michigan 49068

To Tenant Griswold Aviation LLC
 1243 S. Kalamazoo Ave., Ste. C
 Marshall, MI 49068

24. **SIGNS:** Tenant shall comply with applicable ordinances regarding signage on the premises.

25. **CONDITION OF PREMISES:** Subject to the requirements contained in Paragraph 6, above, the Leased Premises shall be delivered to Tenant in "as is" condition and without any representation by City as to the condition; provided, however, that this provision does not in any way limit or alter the City obligations to keep and maintain the properties in a condition to allow the Tenant to fully utilize them in the manner intended by this agreement.

26. **CITY'S ADVANCES:** If Tenant shall default in any payment or expenditure required to be paid or expended by Tenant under the terms hereof, City may, at its option, make such payment or expenditure, in which event the amount thereof shall be payable as rental to

City by Tenant on the next ensuing rent day, together with interest at twelve (12%) percent per annum from the date of such payment or expenditure by City until repayment thereof. On default in such payment, City shall have the same remedies as on another default hereunder.

27. **PEACEFUL POSSESSION:** Tenant on paying the rentals herein provided and performing all the covenants and agreements herein contained to be performed by it in the manner and at the time set therefore shall and may peacefully and quietly have, hold and occupy the Leased Premises for the term aforesaid.

28. **REPRESENTATIONS:** No agreement shall be binding upon either party unless made in writing and signed by it. No representation, guarantee or warranty, except such as is herein contained, nor any collateral agreement hereto shall be binding unless the same be in writing and shall refer to this Agreement.

29. **AMENDMENT; INCORPORATION BY REFERENCE:** This Agreement may not be amended or modified, except by an agreement in writing signed by both parties. Notwithstanding the foregoing, if the laws of the State of Michigan or of the United States, or any regulation promulgated pursuant to such laws, shall render any provision of this Agreement invalid, or shall require that any provision of this Agreement be amended, then the provision rendered invalid shall be deemed automatically eliminated, and any amendment automatically made to conform to such laws and regulations. This Agreement incorporates by reference any and all necessary provisions required by any law of the State of Michigan, or of the United States, or any regulation promulgated thereunder.

30. **NON-EXCLUSIVE:** Nothing contained herein shall be construed to grant or authorize the granting of an exclusive right prohibited by the constitution or laws of the State of Michigan, or the United States, or any regulation promulgated thereunder, and City reserves the right to grant to others the privilege and right of conducting any one or all of the activities listed herein, or any other activity of a similar nature, on the Airport property.

31. **PARTIAL INVALIDITY:** If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

32. **CAPTIONS, ETC.:** The captions in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as in any way affecting it. All negotiations, considerations, representations and understandings between the parties are incorporated herein, and may be modified or altered only by agreement in writing between the parties. Whenever herein the singular number is used the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

33. **BINDING ON SUCCESSORS, ETC.:** The covenants, conditions and agreements made and entered into by the parties hereto shall inure to the benefit of and shall be binding upon their respective heirs, legal representatives, successors and assigns, as the case may be. If more than one person signs this Agreement as Tenant or City, the provisions hereof shall bind them jointly and severally.

34. INTERPRETATION: This Agreement shall be governed and interpreted in accordance with the laws of the State of Michigan, applicable to contracts made and to be performed in the State of Michigan and without reference to conflicts of laws rules. This Agreement has been executed and reviewed by both parties and after opportunity for both parties to have it reviewed by legal counsel of their choice. None of the provisions of this Agreement shall be interpreted against either party solely by reason of the fact that legal counsel for such party shall have drafted any such provision.

35. WARRANTY OF AUTHORITY: The persons executing this Agreement on behalf of Tenant hereby personally represent and warrant that they have the authority to do so and to thereby bind Tenant. For breach of such warranty, such persons shall be liable to City for all loss, cost, expense, damage or claim, including reasonable attorney fees and expenses.

36. TIME OF THE ESSENCE: Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Griswold Aviation LLC

City of Marshall

By: Craig Griswold

By: Trisha Nelson

Its: Member

Its: City Clerk

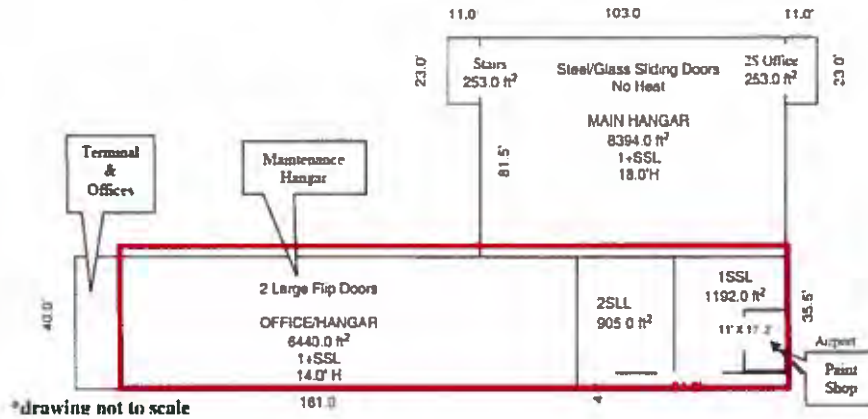
Date:

Date:

EXHIBIT A

Brooks Field – 1243 S. Kalamazoo Avenue, Marshall, MI 49068

(Description of area used by Griswold)



Exclusive and Secure Areas

Exclusive and secure areas are the areas outlined in red, (Maintenance Hangar, 2SLL, 1SSL, and Paint Shop) in the diagram above. The Tenant's member, Craig Griswold, shall have exclusive use of the 2nd Floor apartment of the structure as described in Paragraph 3 (C) of the lease.

Access Included To:

Tenant shall have non-exclusive access to the areas designated as "Main Hangar" when necessary to service aircraft that will not fit into the leased maintenance hangar space, as described in Paragraph 3 (B) of the lease.



ADMINISTRATIVE REPORT
August 19, 2019 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council Members

FROM: Christopher Putnam, Transportation Manager
Jon Bartlett, Finance Director
Tom Tarkiewicz, City Manager

SUBJECT: Dial-A-Ride New Bus Purchase

BACKGROUND: The City of Marshall has available funding from the State of Michigan in the form of two (2) Project Authorizations. There is partial funding from PA 2017-0091 P2 in the amount of \$24,819.33, and full funding from PA 2017-0091 in the amount of \$65,000. This request is for the purchase of a new bus to replace our current bus #13 which has met replacement criteria as determined by MDOT.

We are requesting authorization from Council to enter into a purchase agreement with Hoekstra Transportation to purchase a new bus. Hoekstra Transportation is a MDOT preferred vendor.

The new bus will be a 23-foot, El Dorado National Light Duty Cutaway. It will use unleaded fuel, and seat 16 ambulatory passengers or 14 ambulatory passengers plus 2 wheelchairs. The color of the bus will be white and will be practically identical to our current bus fleet. The expected delivery date is in late 2019.

RECOMMENDATION: Staff recommends that Council approve the purchase of a new DART bus from Hoekstra Transportation in an amount not to exceed \$89,819.33. It is also recommended that the budget for 588-538-970.00 DART-Capital Outlay, be increased by \$89,820 as this bus purchase was not anticipated.

FISCAL EFFECTS: The purchase of the new bus is fully funded through the project authorizations. The City of Marshall will have to pay for the bus and then seek reimbursement from the State. The bus will be purchased out of the DART-Capital Outlay account 588-538-970.00.

ALTERNATIVES: As suggested by Council

Respectfully submitted,

Tom Tarkiewicz
City Manager

Jon Bartlett
Finance Director

Christopher Putnam
Transportation Manager

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

Date: August 9, 2018
Agreement No.: 2017-0091
Authorization No.: P2
Budget Adjustment: #1
Job No.: 200742
Agenda: MA

**REVISED PROJECT AUTHORIZATION
CITY OF MARSHALL
FY 2017 SECTION 5310
ENHANCED MOBILITY OF SENIORS AND
INDIVIDUALS WITH DISABILITIES PROGRAM**

This information is required by the Michigan Department of Transportation (MDOT) in order to record agreement of utilization of funds provided by the Federal Transit Administration, United States Department of Transportation and MDOT. The funds provided shall be used by the AGENCY in accordance with the above referenced Master Agreement.

Authorization Effective Date: September 17, 2017
Authorization Expiration Date: September 16, 2020
Fiscal Year of Effective Contract Clauses: 2017

The Federal grant associated with the PROJECT AUTHORIZATION is Temporary No. 1207-2016-5/Permanent No. MI-2016-038-01.

Award Year: 2017 Federal Item Number: W00196

The Data Universal Numbering System (DUNS) number for the AGENCY is 828616628.

The Catalog of Federal Domestic Assistance Number for the Federal Transit Administration Enhanced Mobility of Seniors and Individuals with Disabilities Program is 20.513.

For capital, the AGENCY agrees to prepare and submit to MDOT quarterly milestone reports due 10 days after the end of each quarter. The AGENCY also agrees to submit annual performance reports as required by the Federal Transit Administration.

Timely Expenditure of Funds

The funds included in this PROJECT AUTHORIZATION must be obligated (i.e., place orders for buses, issue third party contracts, purchase equipment, complete facility improvements) within six months of receiving an awarded PROJECT AUTHORIZATION. If funds have not been obligated within twelve months, MDOT may cancel this PROJECT AUTHORIZATION and the AGENCY will no longer have access to the funds. MDOT will not extend this PROJECT AUTHORIZATION beyond three years except for very unique circumstances as determined by MDOT. MDOT will allow for additional time for new facility construction projects if sufficient progress is being made to complete the project.

City of Marshall
 Agreement No.: 2017-0091
 Authorization No.: P2
 Budget Adjustment: #1
 Job No.: 200742
 Page: 2 of 2

<u>Line No.</u>	<u>Item</u>	<u>Line Item</u>	<u>Federal</u>	<u>State</u>	<u>Total</u>
	<u>Revenue vehicles:</u>				
1	Up to three <30 ft replacement buses with lifts (819)	11.12.04	\$80,032	\$20,008	\$100,040

Funding sources:
 2017/65150/3120 \$80,032 (F)
 2017/87750/1120 \$20,008 (S)

PRF No.: 2017-317

This will need to be changed to "four" if full and partial funding is used for buses #10, #11, #13 & #14.

Unsigned Copy
For Your Files

Date: July 12, 2017
Agreement No.: 2017-0091
Authorization No.: P3
Project No.: 120306
Agenda: MA

**PROJECT AUTHORIZATION
CITY OF MARSHALL
FY 2017 SECTION 5311 CAPITAL
FORMULA GRANTS FOR RURAL AREAS PROGRAM
AND SURFACE TRANSPORTATION PROGRAM**

This information is required by the Michigan Department of Transportation (MDOT) in order to record agreement of utilization of funds provided by the Federal Transit Administration, United States Department of Transportation and MDOT. The funds provided shall be used by the AGENCY in accordance with the above referenced Master Agreement.

Authorization Effective Date:

Authorization Expiration Date: Three years from the effective date of the authorization.

Fiscal Year of Effective Contract Clauses: 2017

The Federal grant associated with the PROJECT AUTHORIZATION is Temporary No. 1207-2016-4/Permanent No. MI-2016-037-01.

Award Year: 2017

Federal Item Number: WK0058

The Data Universal Numbering System (DUNS) number for the AGENCY is 828616628.

The Catalog of Federal Domestic Assistance Number for the Federal Transit Administration Formula Grants for Rural Areas Program is 20.509.

The AGENCY will be financially and legally responsible for the terms and conditions of the Special Section 5333(b) labor warranty as agreed to in your annual application. The Special Section 5333(b) warranty can be found at: www.dol.gov/dol/esa/public/regs/compliance/olms/13factsheet.htm

The AGENCY agrees to prepare and submit to MDOT quarterly milestone reports for Section 5311. Reports are due 10 days after the end of each quarter.

Timely Expenditure of Funds

The funds included in this PROJECT AUTHORIZATION must be obligated (i.e., place orders for buses, issue third party contracts, purchase equipment, complete facility improvements) within six months of receiving an awarded PROJECT AUTHORIZATION. If funds have not been obligated within twelve months, MDOT may cancel this PROJECT AUTHORIZATION and the AGENCY will no longer have access to the funds. MDOT will not extend this PROJECT AUTHORIZATION beyond three years except for very unique circumstances as determined by MDOT. MDOT will allow for additional time for new facility construction projects if sufficient progress is being made to complete the project.

S:\PASS\Common\Section 5311\MI-2016-037-01\Authorizations.docx

City of Marshall
 Agreement No.: 2017-0091
 Authorization No.: P3
 Project No.: 120306
 Page: 2 of 2

<u>Line No.</u>	<u>Item</u>	<u>Line Item</u>	<u>Federal</u>	<u>State</u>	<u>Total</u>
<u>Revenue vehicles:</u>					
1	One <30 ft replacement bus (819)	11.12.04	\$52,000	\$13,000	\$65,000

Funding sources:
 2017/7509 \$52,000 (F)
 2017/7520 \$13,000 (S)

PRF No.: 2017-383

CITY OF MARSHALL

 Signature

 Print Name and Title

 Signature

 Print Name and Title

MICHIGAN DEPARTMENT OF TRANSPORTATION

 Title: Department Director



VEHICLE ORDER FORM - HOEKSTRA TRANSPORTATION
Small Class II Composite Bus Only
158"(min) Wheelbase (21-23 ft) 176" Wheelbase (24-25 ft)
7 year / 200,000 miles

Instructions: (1) Complete sections I & II. (2) For sections III and IV, simply type in the quantity and the form will automatically calculate costs. (3) For section V (local options), type in the quantity, item descriptions, and unit prices as the form will automatically calculate costs. (4) Sign and date the form in section VII. (5) Submit completed and signed form to the vendor. (6) Once new bus is received and accepted, a copy of this completed form shall be submitted to MDOT with payment request (see MIDEAL Purchasing Program Guidelines).

I Contact Information							
Transit Agency Name:		City of Marshall Dial A Ride					
Contact Name:		Chris Pulnam					
Phone Number:		269-955-0332					
E-mail:		Cpulnam@cityofmarshall.com					
FORD FIN CODE		QD305					
TAX ID #		386004708					
II Funding, Contract and Vehicle Information							
Program		Vehicle Base Color		n/a		Color Code	
Agency Contract No.		Vehicle Color Top		n/a			
State Vehicle Contract No.		Striping Color		n/a			
No.		Striping Width					
Vendor Name		Seating Color		Vinyl: <input type="checkbox"/> Tan <input checked="" type="checkbox"/> Gray <input type="checkbox"/> Blue		Fabric: <input type="checkbox"/> Heather Grey <input type="checkbox"/> Slate Blue	
Body Manufacturer		Ford (Gas Only - No GM Diesel Available)		<input type="checkbox"/> Tan <input checked="" type="checkbox"/> Gray			
Chassis/ Manufacturer		Flooring					
III Base Vehicle Floor Plans							
	Qty	Description	Price Each	Total Price	Low Bidder Price	Federal/State Share	Local Share
		Vinyl Seat Covers 158" (min) Wheelbase (21-23 ft) 176" Wheelbase (24-25 ft)					
A		18 passenger without lift	\$57,992.84	\$0.00	\$57,992.84	\$0.00	\$0.00
B		10 + 1 passenger with lift	\$62,293.94	\$0.00	\$62,293.94	\$0.00	\$0.00
C		8 + 2 passenger with lift	\$63,265.67	\$0.00	\$63,265.67	\$0.00	\$0.00
D	1	4 + 2 passenger with lift	\$64,486.97	\$64,486.97	\$64,486.97	\$64,486.97	\$0.00
E		22 passenger without lift	\$57,641.50	\$0.00	\$57,641.50	\$0.00	\$0.00
F		6 + 2 passenger with lift	\$64,651.58	\$0.00	\$64,651.58	\$0.00	\$0.00
G		10 + 2 passenger with lift	\$64,650.70	\$0.00	\$64,650.70	\$0.00	\$0.00
H		4 + 2 passenger with lift	\$66,886.21	\$0.00	\$66,886.21	\$0.00	\$0.00
		Fabric Seat Covers 158" (min) Wheelbase (21-23 ft) 176" Wheelbase (24-25 ft)					
I		18 passenger without lift	\$58,470.74	\$0.00	\$58,470.74	\$0.00	\$0.00
J		10 + 1 passenger with lift	\$82,612.54	\$0.00	\$82,612.54	\$0.00	\$0.00
K		8 + 2 passenger with lift	\$63,584.27	\$0.00	\$63,584.27	\$0.00	\$0.00
L		4 + 2 passenger with lift	\$64,911.77	\$0.00	\$64,911.77	\$0.00	\$0.00
M		22 passenger without lift	\$58,225.60	\$0.00	\$58,225.60	\$0.00	\$0.00
N		6 + 2 passenger with lift	\$65,076.38	\$0.00	\$65,076.38	\$0.00	\$0.00
O		10 + 2 passenger with lift	\$65,022.40	\$0.00	\$65,022.40	\$0.00	\$0.00
P		4 + 2 passenger with lift	\$67,364.11	\$0.00	\$67,364.11	\$0.00	\$0.00
Total	1		Base Vehicle Totals	\$64,486.97		\$64,486.97	\$0.00
IV Contract Options							

	Qty	Contract Options	Price Each	Total Price	Low Bidder Price	Federal/State Share	Local Share
	1	Air Conditioning – Split System (rooftop)	\$4,069.58	\$4,069.58	\$4,069.58	\$4,069.58	\$0.00
		Air Conditioning - Tie-in System (skirt)	\$2,655.00	\$0.00	\$2,655.00	\$0.00	\$0.00
		Air Conditioning - Rooftop System	\$7,168.50	\$0.00	\$7,168.50	\$0.00	\$0.00
		Auxiliary Coolant Heater	\$1,741.68	\$0.00	\$1,741.68	\$0.00	\$0.00
		Auxiliary Air Heater	\$3,239.10	\$0.00	\$3,239.10	\$0.00	\$0.00
		Destination Sign - Roller Curtain	\$2,230.20	\$0.00	\$2,230.20	\$0.00	\$0.00
		Destination Signs – LED	\$3,717.00	\$0.00	\$3,717.00	\$0.00	\$0.00
		Entrance Stepwell Heater	\$318.60	\$0.00	\$318.60	\$0.00	\$0.00
	1	Driver Side Running Board	\$318.60	\$318.60	\$318.60	\$318.60	\$0.00
		Donation box (in lieu of standard farebox – deduct)	-\$902.70	\$0.00	-\$902.70	\$0.00	\$0.00
		Propane - Roush Dedicated LPG 40 Gallon	\$16,992.00	\$0.00	\$16,992.00	\$0.00	\$0.00
		Propane - Roush Dedicated LPG 64 Gallon	\$20,178.00	\$0.00	\$20,178.00	\$0.00	\$0.00
		CNG - Westport Dedicated CNG	\$26,550.00	\$0.00	\$26,550.00	\$0.00	\$0.00
		Power Seal Base (Driver)	\$424.80	\$0.00	\$424.80	\$0.00	\$0.00
		Farebox Electrical Prep Only (less standard farebox- deduct)	-\$1,189.44	\$0.00	-\$1,189.44	\$0.00	\$0.00
	1	Limited Slip Differential	\$318.60	\$318.60	\$318.60	\$318.60	\$0.00
		Paint - One stripe	\$477.90	\$0.00	\$477.90	\$0.00	\$0.00
		Paint - Roof second color	\$106.20	\$0.00	\$106.20	\$0.00	\$0.00
		Paint - Different Full body	\$1,486.80	\$0.00	\$1,486.80	\$0.00	\$0.00
		Reflective Vinyl Belt Stripe	\$531.00	\$0.00	\$531.00	\$0.00	\$0.00
		Lift – Type I, 800# (in lieu of standard - deduct) - Braun	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Lift – Type II, 800# – Powered outer barrier (in lieu of standard) - Braun	-\$212.40	\$0.00	\$212.40	\$0.00	\$0.00
		Lift - Folding Platform (in lieu of standard lift)	-\$212.40	\$0.00	-\$212.40	\$0.00	\$0.00
		Alternate Standard Lift Manufacturer - Ricon	\$531.00	\$0.00	\$531.00	\$0.00	\$0.00
	2	Wheelchair Single Point Securement System (in lieu of one standard L-Track position)	\$265.50	\$531.00	\$265.50	\$531.00	\$0.00
		Additional Wheelchair Position – L Track System	\$637.20	\$0.00	\$637.20	\$0.00	\$0.00
		Additional Wheelchair Position – Single Point System	\$722.16	\$0.00	\$722.16	\$0.00	\$0.00
	1	Two-way radio prep package	\$223.02	\$223.02	\$223.02	\$223.02	\$0.00
	1	Radio - AM/FM stereo system w/ four speakers	\$371.70	\$371.70	\$371.70	\$371.70	\$0.00
		Public Address (PA) System Only w/ two speakers	\$371.70	\$0.00	\$371.70	\$0.00	\$0.00
		Radio – AM/FM/PA System w/ four speakers	\$531.00	\$0.00	\$531.00	\$0.00	\$0.00
		Radio – Speaker only (additional)	\$106.20	\$0.00	\$106.20	\$0.00	\$0.00
		Manual Entrance Door	\$106.20	\$0.00	\$106.20	\$0.00	\$0.00
	1	Rear Emergency Exit Window in lieu of Standard Rear Door	-\$955.80	-\$955.80	-\$955.80	-\$955.80	\$0.00
		Raised Flooring (No Wheel Wells)	\$637.20	\$0.00	\$637.20	\$0.00	\$0.00
		Rubber Flooring (In lieu of standard ALTRO flooring)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Passenger Activated Stop Request System	\$1,274.40	\$0.00	\$1,274.40	\$0.00	\$0.00
	1	Back-up Sensor System	\$849.60	\$849.60	\$849.60	\$849.60	\$0.00
		Video Surveillance – Two Camera System	\$1,593.00	\$0.00	\$1,593.00	\$0.00	\$0.00

Contract

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40		Video Surveillance - Four Camera System	\$2,973.60	\$0.00	\$2,973.60	\$0.00	\$0.00
41		Video Surveillance - Six Camera System	\$4,991.40	\$0.00	\$4,991.40	\$0.00	\$0.00
42		Video Surveillance - DVR System Upgrade	\$743.40	\$0.00	\$743.40	\$0.00	\$0.00
43		Video Surveillance - Extra Interior Cameras	\$531.00	\$0.00	\$531.00	\$0.00	\$0.00
44		Video Surveillance - Extra Exterior Cameras	\$531.00	\$0.00	\$531.00	\$0.00	\$0.00
45	1	Video Surveillance Preparation Package (for future setup of video system)	\$796.50	\$796.50	\$796.50	\$796.50	\$0.00
46		Spare Tire - Steer Axle - Only one spare tire per bus will be funded by MDOT	\$371.70	\$0.00	\$371.70	\$0.00	\$0.00
47		Spare Tire - Drive Axle - Only one spare tire per bus will be funded by MDOT	\$371.70	\$0.00	\$371.70	\$0.00	\$0.00
48	1	Interior Mirror	\$63.72	\$63.72	\$63.72	\$63.72	\$0.00
49	1	Deduct Standard Ceiling Handrails	-\$212.40	-\$212.40	-\$212.40	-\$212.40	\$0.00
Seating is standard in base vehicle floor plan. Only use options below to modify floor plan.							
50	1	Seating - Forward Facing Standard Double Seat - Vinyl	\$477.90	\$477.90	\$477.90	\$477.90	\$0.00
51		Seating - Forward Facing Standard Double Seat - Fabric	\$531.00	\$0.00	\$531.00	\$0.00	\$0.00
52		Seating - Forward Facing Standard Double Seat - Vinyl (Deduct)	-\$477.90	\$0.00	-\$477.90	\$0.00	\$0.00
53		Seating - Forward Facing Standard Double Seat - Fabric (Deduct)	-\$531.00	\$0.00	-\$531.00	\$0.00	\$0.00
54		Seating - Forward Facing Double Fold-A-Way - Vinyl	\$759.33	\$0.00	\$759.33	\$0.00	\$0.00
55		Seating - Forward Facing Double Fold-A-Way - Fabric	\$812.43	\$0.00	\$812.43	\$0.00	\$0.00
56		Seating - Forward Facing Double Fold-A-Way - Vinyl (Deduct)	-\$759.33	\$0.00	-\$759.33	\$0.00	\$0.00
57		Seating - Forward Facing Double Fold-A-Way - Fabric (Deduct)	-\$812.43	\$0.00	-\$812.43	\$0.00	\$0.00
58		Seating - Single Flip-up - Vinyl	\$361.08	\$0.00	\$361.08	\$0.00	\$0.00
59		Seating - Single Flip-up - Fabric	\$387.63	\$0.00	\$387.63	\$0.00	\$0.00
60		Seating - Double Flip-up - Vinyl	\$536.31	\$0.00	\$536.31	\$0.00	\$0.00
61		Seating - Double Flip-up - Fabric	\$589.41	\$0.00	\$589.41	\$0.00	\$0.00
62		Seating - Double w/Single Integrated Child Seat (ICS) - Vinyl	\$1,083.24	\$0.00	\$1,083.24	\$0.00	\$0.00
63		Seating - Double w/Single Integrated Child Seat (ICS) - Fabric	\$1,136.34	\$0.00	\$1,136.34	\$0.00	\$0.00
64	1	Seating - Double w/Single Integrated Child Seat (ICS) - Vinyl (Deduct)	\$1,083.24	\$1,083.24	\$1,083.24	\$1,083.24	\$0.00
65		Seating - Double w/Single Integrated Child Seat (ICS) - Fabric (Deduct)	\$1,136.34	\$0.00	\$1,136.34	\$0.00	\$0.00
66		Seating - Double w/Double Integrated Child Seat (ICS) - Vinyl	\$1,593.00	\$0.00	\$1,593.00	\$0.00	\$0.00
67		Seating - Double w/Double Integrated Child Seat (ICS) - Fabric	\$1,646.10	\$0.00	\$1,646.10	\$0.00	\$0.00
68		Seating - Rear five place passenger - Vinyl	\$265.50	\$0.00	\$265.50	\$0.00	\$0.00
69		Seating - Rear five place passenger - Fabric	\$318.60	\$0.00	\$318.60	\$0.00	\$0.00
		Contract Options Total		\$7,935.26		\$7,935.26	\$0.00
		Base + Contract Option Subtotal		\$72,422.23		\$72,422.23	\$0.00
V Non-Specified Local Options (Paid 100% Locally)							
		Qty	Enter Item Description Below	Enter Unit Price Below	Total Price	Local Share	
		1			\$0.00	\$0.00	

U L o c a l O p t i o n s	2			\$0.00	\$0.00
	3			\$0.00	\$0.00
	4			\$0.00	\$0.00
	Local Options Subtotal			\$0.00	\$0.00
	Total (Base + Contract Options + Local Options)			\$72,422.23	\$0.00
	Optional: Administrative Fee		Not to exceed: \$724.22		
	Grand Total			\$72,422.23	\$0.00
VI	Comments				
VII	Authorization				
Authorized Signature:				Date:	

**City of Marshall, Michigan
Traffic Control Order**

Order Number: 108 Effective Date: 08-19-2019

In accordance with the Uniform Traffic Code, as amended, adopted by the Marshall City Commission, April 13, 1959, as set forth under Section 2.53 thereof, it is hereby directed:

NEW:

To address parking on Greenfield Street between Arms Street Michigan Ave. It is recommended that NO PARKING, STANDING or STOPPING be allowed on the east side of Greenfield St between Arms Street and Michigan Ave. This will allow save vehicle travel for the addition of a LEFT TURN LANE on Greenfield at Michigan Ave.

Permanent Order

City Traffic Engineer
James M. Schwartz

Date: August 26, 2019

Date: _____
Adopted by the Marshall City Council

pc: Street Superintendent
City Manager's Office

Temporary Order

City Traffic Engineer
James M. Schwartz

Date: August 19, 2019

**City of Marshall, Michigan
Traffic Control Order**

Order Number: 109 Effective Date: 08-19-2019

In according with the Uniform Traffic Code, as amended, adopted by the Marshall City Commission, April 13, 1959, as set forth under Section 2.53 thereof, it is hereby directed:

NEW:

To address parking on Gordon Street between Prospect Street and the parking lot entrance to Gordon Elementary School. It is recommended that NO STOPPING, STANDING or PARKING, be allowed on the east side of Gordon Street between Prospect Street the entrance of Gordon Elementary School parking lot. Restrictions will be 8a-4p Mon-Fri. This will allow safe vehicle travel to and from student pick up at Gordon Elementary.

Permanent Order

City Traffic Engineer
James M. Schwartz

Date: August 26, 2019

Date: _____

Adopted by the Marshall City Council

pc: Street Superintendent
City Manager's Office

Temporary Order

City Traffic Engineer
James M. Schwartz

Date: August 19, 2019

CALL TO ORDER

IN REGULAR SESSION Monday, July 15, 2019 at 7:00 P.M. in the Council Chambers of Town Hall, 323 West Michigan Avenue, Marshall, MI, the Marshall City Council was called to order by Mayor Caron.

ROLL CALL

Roll was called:

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

Also Present: City Manager Tarkiewicz and Clerk Nelson.

Absent: Council Member Metzger and Traver.

Moved Gates, supported Underhill, to excuse Council Members Metzger and Traver. On a voice vote – **MOTION CARRIED.**

INVOCATION/PLEDGE OF ALLEGIANCE

Brandon Crawford of Grace Baptist Church gave the invocation and Mayor Caron led the Pledge of Allegiance.

APPROVAL OF THE AGENDA

Moved Wolfersberger, supported McNeil, to approve the agenda with the addition of item 8C - Police Department Employee Promotion and item 8D - Police Department New Hire. On a voice vote – **MOTION CARRIED.**

PUBLIC COMMENT ON AGENDA ITEMS

None.

CONSENT AGENDA

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

- A. Schedule a public hearing for Monday, August 19, 2019 to hear public comment on the amendment to Ordinance 136.03: Tobacco Products, Vapor Products, Alternative Nicotine Products;
- B. Approve the bid from E. H. Wachs from Lincolnshire, IL in the amount of \$70,875 for the purchase of a Valve Turning Trailer;
- C. Approve the purchase from Boshears Ford for a Police Explorer/Interceptor, in the amount of \$34,316.00 and the purchase from LaFontaine Dodge for two (2) Dodge Charger Pursuit vehicles in the amount of \$50,152.00.
- D. Adopt the resolutions authorizing the execution of the Prairie State replacement power schedule with AMP and the Prairie State replacement power schedule;
- E. Minutes of the City Council Work Regular Session held on Monday, June 17, 2019;

- F. Approve city bills in the amount of \$ 939,448.47.

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

PRESENTATIONS AND RECOGNITION

A. Calhoun County Consolidated Dispatch Authority Presentation:

Richard Feole, Executive Director of CCCDA, provided an update on the CCCDA operations.

B. Marshall District Library Presentation:

Angela Semifero, Library Director, provided an update of the services and programs offered at the Marshall District Library.

C. Marshall Police Department Employee Promotion:

Chief Schwartz introduced Sergeant Tony Philpott, who was recently promoted to Sergeant in the Marshall Police Department.

D. Marshall Police Department New Employee:

Chief Schwartz introduced new Patrol Officer, Brianna Eibler, and administered the Oath of Honor.

INFORMATIONAL ITEMS

None.

PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

None.

OLD BUSINESS

None.

REPORTS AND RECOMMENDATIONS

A. Transformer Purchase for the Pearl Street Substation:

Moved McNeil, supported Wolfersberger, to approve the purchase of a 30mva 138/12.47kv transformer to the low bidder of Delta Star in the amount of \$818,888 with a deliver date of January 27, 2020. On a roll call vote – ayes: Underhill, Wolfersberger, Mayor Caron, Gates, and McNeil; nays: none. **MOTION CARRIED.**

B. Goal II. C. DOWNTOWN TREE LIGHTING:

City staff provided an update on the downtown tree lighting program and the funding for the project. No action taken.

C. Goal Area III. - Income Tax:

Moved Wolfersberger, supported Gates, to delay the income tax study and revisit the issue before the end of 2019 for 2020 ballot consideration. On a voice vote – ayes: Traver, Underhill, Wolfersberger, Mayor Caron, Gates, and McNeil; nays: none. **MOTION CARRIED.**

APPOINTMENTS/ELECTIONS

A. Northeast Neighborhood Improvement Authority Board:

Moved Wolfersberger, supported Traver, to approve the appointment of Matt Davis to the Northeast Neighborhood Improvement Authority Board with a term expiring December 31, 2022. On a voice vote – **MOTION CARRIED.**

B. Parks, Recreation, and Cemetery Board:

Moved Underhill, supported Gates, to approve the appointment of Jake Andrews to the Parks, Recreation and Cemetery Board with a term expiring July 1, 2021 and Sara Jeffery with a term expiring July 1, 2022. On a voice vote – **MOTION CARRIED.**

C. Construction Board of Appeals:

Moved McNeil, supported Wolfersberger, to approve the appointment of Joe Booton to the Construction Board of Appeals with a term expiring July 1, 2022. On a voice vote – **MOTION CARRIED.**

PUBLIC COMMENT ON NON-AGENDA ITEMS

Kayla Leach of 115 S. Fountain spoke regarding the Autism Awareness Event that she is organizing on August 10, 2019.

Calhoun County Prosecutor David Gilbert provided an update regarding activities in his office and commended the Marshall Police Department.

COUNCIL AND MANAGER COMMUNICATIONS

ADJOURNMENT

The meeting was adjourned at 8:07 p.m.

Joe Caron, Mayor

Trisha Nelson, City Clerk

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 08/07/2019 - 08/07/2019
 UNJOURNALIZED
 OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
296141	AD-VISOR & CHRONICLE	JULY ADS		609.68
2019-0170	AIM ASPHALT, INC	PAVEMENT PATCH AT HIGH SCHOOL	2019.379	2,258.00
2019-0192	AIM ASPHALT, INC	W. MANSION ST - INSTALL ASPHALT BASE AND		1,363.00
9962886195	AIRGAS USA LLC	WELDING GASES		135.53
10082419	ALEXANDER CHEMICAL COR	CHEMICALS FOR WATER TREATMENT PLANT - CH 2020.051		1,256.50
10081858	ALEXANDER CHEMICAL COR	CHEMICAL INVENTORY		1,104.75
4628B	ALL RELIABLE SERVICES	'LINE CLEARANCE TREE TRIMMING FOR JULY 20 2020.050		3,440.32
4611B	ALL RELIABLE SERVICES	'LINE CLEARANCE TREE TRIMMING FOR JULY 20 2020.050		3,653.92
4609B	ALL RELIABLE SERVICES	'LINE CLEARANCE TREE TRIMMING FOR JULY 20 2020.050		2,949.98
4646	ALL RELIABLE SERVICES	'TREE TRIMMING JULY 22 - JULY 27		1,377.33
89888	ALL-TRONICS INC	SERVICE CALL - POWER HOUSE		194.50
89889	ALL-TRONICS INC	SERVICE PHONE SYSTEMS		90.00
89813	ALL-TRONICS INC	PSB PHONES - SERVICE CALL		257.00
424252	AMCOMM TELECOMMUNICATI	JUNE CONTRACTED LABOR AND MATERIALS FOR 2020.030		9,609.00
424250	AMCOMM TELECOMMUNICATI	JUNE CONTRACTED LABOR AND MATERIALS FOR 2020.030		19,400.50
424251	AMCOMM TELECOMMUNICATI	JUNE CONTRACTED LABOR AND MATERIALS FOR 2020.030		1,695.21
4247068-01	ANIXTER	P.T.		265.00
4296001-00	ANIXTER	ELECTRIC METERS		861.60
4255703-00	ANIXTER	ABB METERING MATERIALS -CT AND PT'S FOR 2019.344		7,242.00
1377338	APPLIED IMAGING	TOSHIBA/ESTUDIO407CS LEASE PMT		463.84
9357	ASPEN WIRELESS	TECH SUPPORT FOR FIBERNET. \$8.75/CUSTOM 2020.033		8,977.50
9388	ASPEN WIRELESS	TECH SUPPORT FOR FIBERNET. \$8.75/CUSTOM 2020.033		9,397.50
02250450603	AUTO VALUE MARSHALL	CONNECTOR/TERM BLOCK		76.95
02250450108	AUTO VALUE MARSHALL	DART 15 - TURN SIGNAL		158.49
02250450713	AUTO VALUE MARSHALL	BI LEVEL BRUSH		44.19
02250450112	AUTO VALUE MARSHALL	CREDIT MEMO		(127.50)
02250450541	AUTO VALUE MARSHALL	BLECHE WHT/FOAMY BRITE		30.73
02250449958	AUTO VALUE MARSHALL	#120 - OIL FILTER		6.89
02250450036	AUTO VALUE MARSHALL	EXTENSION CORD		20.49
02250450435	AUTO VALUE MARSHALL	TRUVIEWXL CAPSUL		22.19
02250450128	AUTO VALUE MARSHALL	#132 - BRAKES		230.47
02250450109	AUTO VALUE MARSHALL	M6 - OIL CHANGE/		104.81
02250450107	AUTO VALUE MARSHALL	OIL FILTER/SEAM SEALER		45.77
02250450219	AUTO VALUE MARSHALL	#362 ELEC FLASHER		9.29
02250450220	AUTO VALUE MARSHALL	DPW SHOP - DSL EXH FLUID 55 G		240.09
02250450194	AUTO VALUE MARSHALL	SHOP STICKERS		27.48
02250449801	AUTO VALUE MARSHALL	DRT 13 - ACCELERATOR		122.69
02250450286	AUTO VALUE MARSHALL	OIL /FILTER/HOSE CONNECTOR		49.21
02250450437	AUTO VALUE MARSHALL	PIGTAIL & SOCKET		6.29
02250450397	AUTO VALUE MARSHALL	PAINT		38.32
02250449392	AUTO VALUE MARSHALL	COOLANT		78.58
02250449478	AUTO VALUE MARSHALL	WATER WETTER		48.56
02250449185	AUTO VALUE MARSHALL	CONNECTORS		6.56
02250449696	AUTO VALUE MARSHALL	DEXCOOL		77.94
02250449677	AUTO VALUE MARSHALL	RUST FIX		21.58
02250449339	AUTO VALUE MARSHALL	MAX PWR CAR/ TIREFOAM		13.98
02250449424	AUTO VALUE MARSHALL	DRIVE BELT - BREWER LS		42.09
02250450777	AUTO VALUE MARSHALL	BRAKE FLUID/POLY ARM/TUBE MALE ADAPTER		13.61
AUTOZONE	AUTO ZONE INC	METAL VALVE EXTENDERS		5.29
7252019	BAILEY EXCAVATING INC	MICHIGAN AVE WATER MAIN CONSTRUCTION	2019.316	230,621.13
100178556	BALTIC NETWORKS USA	MIKROTIK INTERNATIONAL ROUTER	2020.031	9,458.74
252-2215513	BANK OF NEW YORK	ACCT MARSHCIT12		250.00
P16920940	BATTERIES PLUS BULBS	BULB		27.96
2447	BATTLE CREEK RECREATIO	FACILITY RENTAL 7/25		666.00
0297343-IN	BEAVER RESEARCH CO	MICROBIOCID		322.26
2730	BLUESTONE PSYCH	EVALUATION		465.00
178624	BOGAR THEATRE	CONCESSIONS/MOVIE X 82 @ \$7.50		615.00
918000079	BORDER STATES INDUSTRI	LANDIS & GYR ELECTRIC METERS	2019.385	691.10
19-1278608	BUD'S TOWING & AUTOMOT	VEHICLE TOWING		165.00
110257	CARR BROTHERS & SONS	SCREENED TOPSOIL		727.16
110572	CARR BROTHERS & SONS	TOP SOIL		311.50
0100	CARR, MADI	CLEAN/ORGANIZE/IVENTORY GARAGE		1,200.00
45608	CITY OF COLDWATER	MUTUAL AID TO SET ANCHORS FOR GREENHOUSE		1,443.88
INV0119788	CONSUMERS CONCRETE PRO	18' DIAMOND BLADE		371.00
99841	CRT, INC	CLOUD STORAGE		1,098.09
99784	CRT, INC	SMARTNET		613.00
487341296	CRYSTAL FLASH MARSHALL	FUEL FOR PUMPS @ HANOVER		346.22
153856	D & D MAINTENANCE SUPP	VACUUM BELT		13.26
153887	D & D MAINTENANCE SUPP	HOSE AT POWER NOZZLE		6.86
153663	D & D MAINTENANCE SUPP	JANITORIAL - MRLEC		513.63
153556	D & D MAINTENANCE SUPP	DUST MOP		25.96
IN2172	D.I.Y. EQUIPMENT RENTA	CONCRETE SAW RENTAL		65.00
3232070	DAIKIN APPLIED	MRLEC ANNUAL EQUIPMENT MAINT.CONTRACT BE 2020.043		1,977.00
551764	DARLING ACE HARDWARE	PUMP SIPHON		25.96
551510	DARLING ACE HARDWARE	SORTMASTER/ UTILITY BOX		21.16
551509	DARLING ACE HARDWARE	NUTS/BOLTS/VELCRO		33.08
551619	DARLING ACE HARDWARE	KEYS/DOOR STOP		54.68
551696	DARLING ACE HARDWARE	ELBOW		9.99
551083	DARLING ACE HARDWARE	LOCKNUT		1.79

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
551082	DARLING ACE HARDWARE	PVC CEMENT/ADAPTER TERMINAL		9.93
551243	DARLING ACE HARDWARE	NUTS/BOLTS/TRUCK BED COATING		25.67
551253	DARLING ACE HARDWARE	BATTERIES		60.96
551414	DARLING ACE HARDWARE	SHOVEL		22.99
551394	DARLING ACE HARDWARE	KEYS MADE		2.39
551368	DARLING ACE HARDWARE	DUSTPAN/BROOM		16.99
551438	DARLING ACE HARDWARE	BATTERY		7.99
551377	DARLING ACE HARDWARE	DRILL BIT		7.99
551121	DARLING ACE HARDWARE	CARTRIDGE FILTER		15.99
551369	DARLING ACE HARDWARE	LED BULBS		13.98
550529	DARLING ACE HARDWARE	ANT BAIT		6.99
549777	DARLING ACE HARDWARE	PAINTBRUSH		38.97
549370	DARLING ACE HARDWARE	DEEPWELL PAINT TRAY		11.98
549367	DARLING ACE HARDWARE	DEEPWELL PAINT TRAY LINER		28.64
550058	DARLING ACE HARDWARE	DRILL/DRIVER/ SAW		719.97
551065	DARLING ACE HARDWARE	GROUNDING PLUG		4.59
551062	DARLING ACE HARDWARE	GROUND ADAPTER/ EXTENSION CORD		41.58
551047	DARLING ACE HARDWARE	KEYS		2.39
550984	DARLING ACE HARDWARE	PLUNGER/AUGER PWR SNAKE		22.58
551034	DARLING ACE HARDWARE	NUTSETTER/ SAW HOLE BLADES/PUSHBROOM		67.94
550712	DARLING ACE HARDWARE	WELDTEC SHIP AUGER		32.99
550708	DARLING ACE HARDWARE	LOCKNUT/ADAPTER TERMINAL		5.75
551622	DARLING ACE HARDWARE	SCRB SPONGE/STRAINER/BLEACH		13.57
551403	DARLING ACE HARDWARE	DOOR STOP/NUTS & BOLTS		43.93
549632	DARLING ACE HARDWARE	STARTER FLUID		4.99
551916	DARLING ACE HARDWARE	TRIMMER LINE		9.95
550932	DARLING ACE HARDWARE	HARDWARE		18.67
552316	DARLING ACE HARDWARE	GUIDE DOOR/ GUIDE SLIDE DOOR		6.38
552309	DARLING ACE HARDWARE	PAINT/ ROLLER COVER		53.35
552299	DARLING ACE HARDWARE	DAWN/CAULK/PUTTY KNIFE/PESTBLOCK/SOLEVAN		31.55
552262	DARLING ACE HARDWARE	PAINT/PAINTBRUSH PRO		43.97
551854	DARLING ACE HARDWARE	PAINT		33.99
551737	DARLING ACE HARDWARE	HANDLE/BRUSH ACID		17.18
551895	DARLING ACE HARDWARE	GRASS SEED		54.99
550930	DARLING ACE HARDWARE	INSECT KILLER		9.99
552253	DARLING ACE HARDWARE	CAULK/PHONE WALPLT/TUBE ALUMINUM		19.66
552116	DARLING ACE HARDWARE	FLAT FILE HALF/DISINFECTANT		22.98
552213	DARLING ACE HARDWARE	STRIPING PAINT		23.97
552557	DARLING ACE HARDWARE	WIRE		17.90
INV44821	DORNBOS SIGN INC	24X6 EXT W/G D/F HIP		317.50
INV44820	DORNBOS SIGN INC	CROSSPIECE BRACKET		11.50
19-0712	ELM TRAINING LLC	QUARTERLY SAFETY MEETING		200.00
96420	EMERGENCY VEHICLES PLUS	SERVICING RESCUE 12		616.38
906504	ENVIRONMENTAL RESOURCE LAB	SUPPLIES		315.89
I103256	ERIC DALE HEATING & AIR	ORANGE ASPEN CONDENSATE PUMP		195.00
I103083	ERIC DALE HEATING & AIR	AC REPAIR - POWER HOUSE		169.00
S103128676.001	ETNA SUPPLY	COUPLINGS		19.50
MIBAT278398	FASTENAL COMPANY	SHOP TOWELS		133.38
MIBAT279329	FASTENAL COMPANY	NUTS/BOLTS		93.77
0077672-1	FERGUSON WATERWORKS #3	REPAIR CLAMP		203.96
0077672	FERGUSON WATERWORKS #3	WATER DEPT INVENTORY	2020.017	3,177.70
1165054A	FIRST ADVANTAGE RESIDENTIAL	ACCT 138969		13.75
07092019	FIVE STAR UNDERGROUND	SERVICE CALL/SPRAYER - FOUNTAIN		95.00
7122019	FIVE STAR UNDERGROUND	SERVICE CALL - SOFTBALL FIELD		444.00
72919512	FOI LABORATORIES, INC	OIL TESTING		250.00
15004	FUG	VEST		20.00
19-07158	GARAGE DOORS UNLIMITED	SUPPLY/INSTALL AUTOMATIC DOOR CLOSER	2020.059	2,698.00
19-06020	GARAGE DOORS UNLIMITED	STANLEY PASS DOOR OPENER		769.10
19-07285	GARAGE DOORS UNLIMITED	KEY CYLINDER STICKING		197.80
114675468	GLOBAL EQUIPMENT COMPANY	TRAPPING		14.06
114662146	GLOBAL EQUIPMENT COMPANY	GARDNER BENDER		25.70
4241	GOODWIN'S PLUMBING, LLC	INSTALL WATER MAIN IN BUILDING		250.00
4260	GOODWIN'S PLUMBING, LLC	WATER MAIN HOOK UP FOR 208 E. MICHIGAN A		361.80
9027014712CR	GRAINGER	CREDIT		(3.14)
1755773	GRIFFIN PEST SOLUTIONS	PEST CONTROL - PSB		48.00
20190545	GRP ENGINEERING INC	ENGINEERING SERVICES FOR PEARL STREET SU 2019.334		8,000.00
782019	GUILFORD, DAVID	MASONARY REPAIR ON SPILLWAY	2020.036	3,500.00
13975	GUTTERS R US LLC	BUG CONTROL		200.00
13999	GUTTERS R US LLC	ROUND UP - MRLEC		170.00
13936	GUTTERS R US LLC	2019 LAWN MOWING AT AIRPORT - JULY TO OCT 2020.041		1,200.00
11529808	HACH COMPANY	LAB SUPPLIES		52.79
11528549	HACH COMPANY	LAB SUPPLIES		595.25
11550887	HACH COMPANY	LAB SUPPLIES		425.90
4435-634788	HARMON AUTOGLASS	CLEAR ANNEALED UNITS		234.36
4435-634577	HARMON AUTOGLASS	CLEAR ANNEALED - INSULATED UNITS		1,145.00
9174095700	HD SUPPLY FACILITIES	M.SPRING DOOR STOP/DRIP BOWL		83.90
3096	HE CLEANS TOO, LLC	JANITORIAL		792.80
3078	HE CLEANS TOO, LLC	CARPET CLEANING - FIRE DEPT.		533.58
3077	HE CLEANS TOO, LLC	JANITORIAL		348.03

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
3116	HE CLEANS TOO, LLC	JANITORIAL SUPPLIES		139.58
25757	HELPNET	EMPLOYEE ASSISTANCE JULY/AUG/SEPT		262.71
81711	HERMANS MARSHALL	HARDW.GRABBER		27.99
81941	HERMANS MARSHALL	HARDW.KEY/FLY MAGNET/SCRUB BRUSH/SCOTCH BRITE		18.74
81632	HERMANS MARSHALL	HARDW.CONCRETE/PUTTY KNIFE/PAINT/GAS CAN		187.94
81705	HERMANS MARSHALL	HARDW.SCREWS/DRILL BITS		3.89
81621	HERMANS MARSHALL	HARDW.MEAN GREEN/WALL CLOCK		50.56
81638	HERMANS MARSHALL	HARDW.FLY SPRAY		9.98
81983	HERMANS MARSHALL	HARDW.DOWEL/TARP		16.98
81630	HERMANS MARSHALL	HARDW.PAINT THINNER/RAGS		11.48
82259	HERMANS MARSHALL	HARDW.WIRE WHEEL/SPRAY PAINT/ BLEACH		11.27
82304	HERMANS MARSHALL	HARDW.LEAF BAGS		9.79
82020	HERMANS MARSHALL	HARDW.GALLON CLR/FAUCET/8PK C BATTERIES		61.47
82314	HERMANS MARSHALL	HARDW.ROLL IND TOWELS		3.99
81744	HERMANS MARSHALL	HARDW.VEST/URETHANE/WAX/S HOOKS/PAINT		135.99
82044	HERMANS MARSHALL	HARDW.WANT TRAPS/O RINGS		8.96
82258	HERMANS MARSHALL	HARDW.P TRAP/DOOR STOPS/DRYWALL MUD/LIQUID NAI		68.52
0053195-IM	HYDROCORP	CROSS CONNECT CONTRL PROG. INSP. REPORTI		865.00
3049412743	IDEXX DISTRIBUTION	COR LAB SUPPLIES		1,164.93
1087	IMPACT LAWN & LANDSCAP	2019 LAWN MOWING - JULY TO OCTOBER 2019	2020.042	360.00
1074	IMPACT LAWN & LANDSCAP	2019 LAWN MOWING - JULY TO OCTOBER 2019	2020.042	500.00
1073	IMPACT LAWN & LANDSCAP	2019 LAWN MOWING - JULY TO OCTOBER 2019	2020.042	550.00
1063	IMPACT LAWN & LANDSCAP	2019 LAWN MOWING - JULY TO OCTOBER 2019	2020.042	1,690.00
1066	IMPACT LAWN & LANDSCAP	2019 LAWN MOWING - JULY TO OCTOBER 2019	2020.042	375.00
M27406	IMPACT SOLUTIONS	DOOR HANGER		174.57
525993	ITRON INC	METER READING SOFTWARE, HARDWARE, MAINTEN	2019.144	988.27
12698	J AND K PLUMBING	SUPPL PVC FITTINGS		3.07
12799	J AND K PLUMBING	SUPPL PIPE FITTINGS		17.08
12795	J AND K PLUMBING	SUPPL ELBOW		11.65
12793	J AND K PLUMBING	SUPPL VACUUM BREAKER		5.76
12690	J AND K PLUMBING	SUPPL PIPE FITTING		30.96
12759	J AND K PLUMBING	SUPPL HANOVER REPAIR - PIPE FITTINGS		17.43
12762	J AND K PLUMBING	SUPPL HANOVER REPAIR - PIPE FITTINGS		1.80
12714	J AND K PLUMBING	SUPPL DIV SPOUT 2/TOP PERSONL SHWR		13.31
12705	J AND K PLUMBING	SUPPL TUB DRAIN		15.11
12701	J AND K PLUMBING	SUPPL DRAIN EXTRACTOR		33.35
12017	J AND K PLUMBING	SUPPL SPRINKLER REPAIR - LDFA		62.95
11601	J AND K PLUMBING	SUPPL REPAIR KIT/CONNECTOR		30.13
11243	J AND K PLUMBING	SUPPL WAX RING BOWL W/SLEEVE		3.31
3642092	J.C. EHRlich	PEST CONTROL		224.67
9104187144	J.J. KELLER	5 YR SUBSCRIPT - LABOR LAW POSTERS	2020.055	2,068.60
9104187145	J.J. KELLER	LABOR LAW POSTERS		206.86
7770	JS BUXTON	BLANKET PO FOR LIME	2020.045	1,152.75
043228	K & W MFG CO INC	TOOL CHEST		1,600.00
11164	KELLOGGS REPAIR	WASHERS/CONE/GRIP HANDLE		36.00
11163	KELLOGGS REPAIR	GATOR BLADE		70.50
11046	KELLOGGS REPAIR	FUEL FILTER - N		25.50
611802	KENNEDY INDUSTRIES INC	LEVEL CONTROL PROBE		207.00
612009	KENNEDY INDUSTRIES INC	LIFT STATION LEVEL CONTROL		19.91
IN112561	KIESLER'S POLICE	SUPPL AMMUNITION		130.79
318369	KNIGHT WATCH, INC	SERVICE CALL FIRE SYSTEM		170.00
318533	KNIGHT WATCH, INC	SERVICE CALL SECURITY SYSTEM		248.17
35188	LAKELAND ASPHALT CORP	BITUMINOUS AGGREGATES		229.60
35101	LAKELAND ASPHALT CORP	BITUMINOUS AGGREGATES		182.00
35010	LAKELAND ASPHALT CORP	BITUMINOUS AGGREGATES		234.08
01052801	LEGG LUMBER	CAULK/ GAP FILLER		28.95
01052771	LEGG LUMBER	PINE CONST. BOARD		13.27
01052772	LEGG LUMBER	EXT SCR STAR DR GRN		6.99
01052378	LEGG LUMBER	OSB		41.35
01052785	LEGG LUMBER	PLYWOOD		37.99
01052539	LEGG LUMBER	WATERPROOF HYDRAULIC CEMENT		60.38
359198	LYNN PEAVEY COMPANY	INK SK POCKET PRINT INDENTICATOR		22.25
359574	LYNN PEAVEY COMPANY	MASK SK TRANSPORT HOOD		39.00
7102019SMC	MARSHALL COMMUNITY CU	CITY CREDIT CARD - SCOTT MCDONALD		781.62
23322	MARSHALL FEED & GRAIN	COPPER SULFATE		95.00
23976	MARSHALL FEED & GRAIN	WATER BOOTS		97.25
11613874	MCMASTER-CARR	CAUTION TAPE		44.22
51687	MENALLY ELEVATOR COMPAN	ELEVATOR MAINTENANCE AUG THROUGH OCTOBER		678.00
S4537680.001	MEDLER ELECTRIC COMPAN	SATCO 4 PACK LED LIGHT BULBS FOR ENERGY	2020.018	3,096.72
S4533860.001	MEDLER ELECTRIC COMPAN	BLACK JUMPER WIRE		745.70
82552	MERIT NETWORK INC.	ADDITIONAL BANDWITH		630.00
82551	MERIT NETWORK INC.	ADDITIONAL BANDWITH		630.00
82549	MERIT NETWORK INC.	BANDWIDTH 2.0 GBPS INTERNET CONNECTION-	2020.034	31,740.00
281518	MICHIGAN INDUSTRIAL GA	WELDING GASES		62.72
R105009516:01	MIDWEST TRANSIT EQUIPM	DART 8 - A/C REPAIR		658.01
19-90549A	MILLENNIUM	PULL TAPE		241.51
19-88924-1	MILLENNIUM	COMMSCOPE DROP CABLES 1.25" CONDUIT	2019.350	6,374.22
33038991	MSC INDUSTRIAL SUPPLY	SAFETY GLASSES		77.52
34409561	MSC INDUSTRIAL SUPPLY	SAFETY GLASSES		72.72

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
536471	NAPA OF MARSHALL	OIL DRY		71.52
536472	NAPA OF MARSHALL	DEF FLUID		11.23
536741	NAPA OF MARSHALL	WHIP HOSES FOR TAMP		49.14
536625	NAPA OF MARSHALL	#708 HOSE END		22.99
699544	NYE UNIFORM COMPANY	GUARDIAN UNIFORM VEST CARRIER		1,079.50
699951	NYE UNIFORM COMPANY	MOLLE VEST ACCESSORIES		150.00
705538	NYE UNIFORM COMPANY	NAME BAR		14.00
700707	NYE UNIFORM COMPANY	MOLLE MASE CASE		15.00
705141	NYE UNIFORM COMPANY	UNIFORMS		346.50
704631	NYE UNIFORM COMPANY	RECESSED BADGE CLIP ON		14.00
705539	NYE UNIFORM COMPANY	UNIFORMS		439.00
93846	O'LEARY WATER CONDITIO	COOLER RENTAL		43.00
94427	O'LEARY WATER CONDITIO	JULY/AUG COOLER RENTAL/ WATERED DELIVERE		38.00
4788-220211	O'REILLY AUTO PARTS	BATTERY HOLD DOWN/BOLT		11.48
005091	OERTHERS	HYDRATED LIME		11.89
2019-61	OERTHERS	HYDRATED LIME		11.89
1390828	OFFICE 360	PAPER		45.80
1375777	OFFICE 360	COPIER PAPER		32.99
1401516	OFFICE 360	PAPER		32.99
1395241	OFFICE 360	SCISSORS/TAPE DISP./ POST ITS/PENS		8.11
1395340	OFFICE 360	PENCIL POUCHES FOR DART TOKENS		5.73
1397056	OFFICE 360	HANGING FOLDERS		10.72
1397546	OFFICE 360	TOKEN POUCH		9.55
1389756	OFFICE 360	HANGING FOLDERS		11.33
1389756B1	OFFICE 360	HILIGHTER		2.75
1391579	OFFICE 360	TRACING PAPER		10.18
1393801	OFFICE 360	COPY PAPER		197.94
206130	PARAGON LABORATORIES,	EPA SCAN		75.00
2065174	PARAGON LABORATORIES,	EPA SCANS		135.00
482615	PEERLESS MIDWEST INC	WELL 6 MONITORING WELLS & TESTING	2019.332	119,250.00
6725707-00	POWER & TELEPHONE SUPP	6T01231RJ		1,181.52
6725710-00	POWER & TELEPHONE SUPP	TII TECHNOLOGIES 509F FIBER INTERFACE DE	2020.029	691.10
6725710-01	POWER & TELEPHONE SUPP	TII TECHNOLOGIES 509F FIBER INTERFACE DE	2020.029	3,008.84
56381503	POWER LINE SUPPLY	1/2" M BOLT		182.25
56382788	POWER LINE SUPPLY	#4 CU SPLIT BOLT		145.00
56381924	POWER LINE SUPPLY	WATER FLAGS		144.00
56381505	POWER LINE SUPPLY	CROSS ARM TANGENT	2020.016	1,925.30
56381504	POWER LINE SUPPLY	CROSSARM BRACE		647.00
56379648	POWER LINE SUPPLY	GUY STRAIN		564.80
56385265	POWER LINE SUPPLY	SAFETY VEST		69.49
56385264	POWER LINE SUPPLY	SAFETY VEST		136.00
56386032	POWER LINE SUPPLY	TESTING OF RUBBERGOODS		1,007.00
53683653	POWER LINE SUPPLY	ELECTRIC INVENTORY		545.80
56385499	POWER LINE SUPPLY	SPOOL TIE		650.50
56387665	POWER LINE SUPPLY	ADAPTER MOULDING		219.73
56387664	POWER LINE SUPPLY	PREFORM TIES		650.50
56383774	POWER LINE SUPPLY	CONNECTOR COMP TAP COPPER		13.23
004158	PRAIRIE LAKE REFRIGERA	ICE MACHINE SERVICING		234.00
7222019	QUALITY ENGRAVING SERV	SHIPPING TO FOI LABS		13.84
7112019	QUALITY ENGRAVING SERV	SHIPPING TO PARAGON LABS		12.56
142877	R.W. MERCER	CARD READER ON FUEL MASTER		198.50
1148	RIGHT WAY CONTROL LLC	BARE GROUND SERVICE		340.80
1146	RIGHT WAY CONTROL LLC	BARE GROUND SERVICE		850.00
0091028	ROWE PROFESSIONAL SERV	C SERVICES MONROE STREET BRIDGE	2019.295	14,803.80
21335	RS TECHNICAL SERVICE I	CHLORINE SYSTEM MAINTENANCE	2020.020	2,366.48
233	SERVPRO	BIO REMEDIATION/GENERAL DEMOLITION		1,082.68
06350	SHERWIN-WILLIAMS	REPLACEMENT FLOORING FOR UNIT 201	2020.011	2,002.76
118998	SHOULDICE INDUSTRIAL M	SPRINKLER SYSTEM BOOSTER PUMP		1,480.00
323130	SOLOMON CORPORATION	1000 KVA PAD MOUNT TRANSFORMER- QUOTE#Q1	2020.038	18,595.00
8550	SONAR	AUGUST ACCESS CHARGE 8/1-8/31		1,287.50
7811	SONAR	SONAR SOFTWARE MONTHLY SERVICE. \$1.25/C	2019.225	1,220.00
1537503	STANTEC CONSULTING MIC	MICHIGAN AVE WATERMAIN DESIGN/CONSTRUCTI	2019.124	96,148.78
1537501	STANTEC CONSULTING MIC	WATER WITHDRAWL ON-GOING CONSULTING	2019.123	2,440.50
1537499	STANTEC CONSULTING MIC	PERRIN DAM WATERMAIN DESIGN/CONSTRUCTION	2019.126	3,784.50
591-10428398	STATE OF MICHIGAN - MD	WEATHER OBSERVATION AND DATA APRIL - JUN		598.79
616558	STEENSMA	#731 SERVICING		999.33
S011409364.004	STUART C IRBY CO	TOOLS FOR NEW DIGGER TRUCK	2020.014	1,105.00
S011409364.008	STUART C IRBY CO	TOOLS FOR NEW DIGGER TRUCK	2020.014	110.00
S011409364.001	STUART C IRBY CO	TOOLS FOR NEW DIGGER TRUCK	2020.014	111.00
S011409364.002	STUART C IRBY CO	TOOLS FOR NEW DIGGER TRUCK	2020.014	624.00
S011409364.003	STUART C IRBY CO	TOOLS FOR NEW DIGGER TRUCK	2020.014	1,454.00
S011409364.005	STUART C IRBY CO	TOOLS FOR NEW DIGGER TRUCK	2020.014	2,860.00
S011409364.007	STUART C IRBY CO	TOOLS FOR NEW DIGGER TRUCK	2020.014	610.00
S011318805.004	STUART C IRBY CO	15 KV SWITCHGEAR & FUSES FOR CTN PROJECT	2019.318	13,902.00
MAR16059	TIRE CITY TIRE PROS	DART 9 - OIL CHANGE		42.89
MAR17846	TIRE CITY TIRE PROS	DART 15 - TIRES		171.08
MAR16650	TIRE CITY TIRE PROS	DART 8 - OIL CHANGE		41.44
MAR16918	TIRE CITY TIRE PROS	DART 9 - OIL CHANGE		41.44
MAR16642	TIRE CITY TIRE PROS	DART 13 - OIL CHANGE		41.44

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 08/07/2019 - 08/07/2019
 UNJOURNALIZED
 OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
MAR17405	TIRE CITY TIRE PROS	DART 15 - OIL CHANGE		41.44
MAR17731	TIRE CITY TIRE PROS	DART 15 - TIRE REPAIR		20.00
MAR17130	TIRE CITY TIRE PROS	709- TIRES		713.13
MAR17302	TIRE CITY TIRE PROS	DIGGER TRAILER - TIRES		1,207.92
MAR18176	TIRE CITY TIRE PROS	DART 7 - OIL CHANGE		41.44
MAR17851	TIRE CITY TIRE PROS	DART 14 - TIRES/OIL CHANGE		300.72
109730082	ULINE	PICK & PACK FOAM SHEETS		167.91
154 0065513	UNIFIRST CORPORATION	WATER UNIFORMS		34.82
154 0065909	UNIFIRST CORPORATION	WASTE WATER		31.45
154 0065309	UNIFIRST CORPORATION	POWER HOUSE UNIFORMS		52.87
154 0065311	UNIFIRST CORPORATION	MARSHALL HOUSE UNIFORMS		39.88
154 0065310	UNIFIRST CORPORATION	WATER UNIFORMS		34.82
154 0065306	UNIFIRST CORPORATION	WASTE WATER UNIFORMS		31.45
154 0064701	UNIFIRST CORPORATION	MARSHALL HOUSE UNIFORMS		39.88
154 0064700	UNIFIRST CORPORATION	WATER UNIFORMS		34.82
154 0064699	UNIFIRST CORPORATION	POWER HOUSE UNIFORMS		52.87
154 0064696	UNIFIRST CORPORATION	WASTE WATER UNIFORMS		31.45
154 0065914	UNIFIRST CORPORATION	MARSHALL HOUSE UNIFORMS		39.88
154 0065912	UNIFIRST CORPORATION	POWER HOUSE UNIFORMS		55.37
154 0066507	UNIFIRST CORPORATION	WASTE WATER UNIFORMS		31.45
154 0066510	UNIFIRST CORPORATION	POWER HOUSE UNIFORMS		52.87
154 0066511	UNIFIRST CORPORATION	WATER UNIFORMS		34.82
154 0066512	UNIFIRST CORPORATION	MARSHALL HOUSE UNIFORMS		39.88
154 0065911	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		149.64
154 0065910	UNIFIRST CORPORATION	DPW GARAGE UNIFORMS		59.76
154 0065308	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		263.54
154 0065307	UNIFIRST CORPORATION	DPW GARAGE UNIFORMS		59.76
154 0064697	UNIFIRST CORPORATION	DPW GARAGE UNIFORMS		136.08
154 0064698	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		165.44
154 0063499	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		280.23
154 0064102	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		172.03
154 0064101	UNIFIRST CORPORATION	DPW UNIFORMS		120.26
154 0066509	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		212.47
154 0066508	UNIFIRST CORPORATION	DPW UNIFORMS		59.76
959833	USA BLUEBOOK	HACH CHEMICALS		311.68
071193	VERMEER OF MICHIGAN,	IICONTROLLER/SWITCH/OIL/FILTER		695.43
S19497	VERMEER OF MICHIGAN,	IICHIPPER SERVICING		735.32
MPD06292019	WALDEN ARMS, LLC	GUN MAINTENANCE		212.00
54844	WEST MICHIGAN LAWN SER	SER'SPRINKLER SYSTEM SERVICE		118.50
MLRECJUNE19	WHITE COLLAR LAWN & LAI	2019 LAWN MOWING AT MRLEC BUILDING	2019.356	880.00
GRAND TOTAL:				731,976.42



MICHIGAN SOUTH CENTRAL POWER AGENCY

168 DIVISION STREET • COLDWATER, MICHIGAN 49036
 PHONE (517) 279-6961 • FAX (517) 279-6969
 www.mscca.net

ORIGINAL INVOICE

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

Invoice Date 17-Jul-19
 Due Date 31-Jul-19
 Service From 01-Jun-19
 To 30-Jun-19

Peak Demand	19,908 kw			
Total Energy Received	9,437,480 kWh			
Hydro Generation	110,035 kWh			
Net Billing kWh's	9,327,445 kWh			
			Debt Service Costs	
			Less Capacity Credits	
<u>Area</u>	<u>Entitlement %</u>	<u>Operating and Maintenance Costs</u>	<u>Less Capacity Credits</u>	<u>Total</u>
SUBSTATION LOAD COST		245,009.68		245,009.68
MARKET RESOURCE VALUE		(192,141.14)		(192,141.14)
PROJECT 1-ENDICOTT	24.0%	-	-	-
PROJECT IV	0.0%	-	-	-
PRAIRIE STATE	16.7%	32,859.70	40,470.28	73,329.98
MENOMINEE HYDRO	24.0%	26,549.28	-	26,549.28
OCONTO FALLS HYDRO	24.0%	22,772.44	-	22,772.44
AFEC	16.5%	110,727.39	18,887.45	129,614.84
AMP HYDRO 1	20.9%	(7,122.08)	165,338.69	158,216.61
AMP HYDRO 2 GREENUP	18.4%	1,494.40	7,272.36	8,766.76
AMP HYDRO 2 MELDAHL	18.4%	1,975.89	19,224.15	21,200.04
AMP SOLAR	0.0%	-	-	-
COLDWATER PEAKING PLANT	11.0%	-	-	-
AMP CONTRACTS	15.9%	38,166.41	-	38,166.41
AMPGS	0.0%	-	-	-
TRANSMISSION	16.3%	47,954.71	-	47,954.71
MISO AND CAPACITY	12.4%	18,844.45	-	18,844.45
SUBSTATION	34.4%	-	-	-
ADMINISTRATION	16.4%	40,154.95	-	40,154.95
MEMBER	0.0%	-	-	-
MEMBER HYDRO	36.6%	-	-	-
RATE STABILIZATION		14,482.13		14,482.13
TOTAL COST	\$	401,728.22	251,192.93	652,921.15
	\$/kWh	0.04307	0.02693	0.07000
CREDITS	\$	-	-	-
	\$/kWh	0.00000	0.00000	0.00000
NET COST	\$	401,728.22	251,192.93	652,921.15
	\$/kWh	0.04307	0.02693	0.07000
Pay this amount				\$ 652,921.15

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



MICHIGAN SOUTH CENTRAL POWER AGENCY

168 DIVISION STREET • COLDWATER, MICHIGAN 49036
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ORIGINAL INVOICE

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

Invoice Date: 15-Aug-19
 Due Date: 31-Aug-19
 Service From: 01-Jul-19
 To: 31-Jul-19

	Peak Demand	22,263 kw		
	Total Energy Received	11,434,565 kWh		
	Hydro Generation	60,746 kWh		
	Net Billing kWh's	11,373,819 kWh		
<u>Area</u>	<u>Entitlement %</u>	<u>Operating and Maintenance Costs</u>	<u>Debt Service Costs Less Capacity Credits</u>	<u>Total</u>
SUBSTATION LOAD COST		387,884.22		387,884.22
MARKET RESOURCE VALUE		(283,704.37)		(283,704.37)
PROJECT IV	0.0%	-	-	-
PRAIRIE STATE	16.7%	37,490.19	40,325.43	77,815.62
MENOMINEE HYDRO	24.0%	26,020.54	-	26,020.54
OCONTO FALLS HYDRO	24.0%	22,635.06	-	22,635.06
AFEC	16.5%	129,715.51	18,332.48	148,047.99
AMP HYDRO 1	20.9%	16,506.46	163,877.99	180,384.45
AMP HYDRO 2 GREENUP	18.4%	1,743.55	7,247.28	8,990.83
AMP HYDRO 2 MELDAHL	18.4%	5,351.85	19,176.63	24,528.48
AMP SOLAR	0.0%	-	-	-
COLDWATER PEAKING PLANT	11.0%	-	-	-
AMP CONTRACTS	16.2%	42,916.76	-	42,916.76
AMPGS	0.0%	-	-	-
TRANSMISSION	17.4%	55,771.09	-	55,771.09
MISO AND CAPACITY	13.4%	6,658.24	-	6,658.24
SUBSTATION	34.4%	-	-	-
ADMINISTRATION	17.0%	40,841.22	-	40,841.22
MEMBER	9.9%	3,892.67	-	3,892.67
MEMBER HYDRO	34.7%	-	-	-
RATE STABILIZATION		57,377.20	-	57,377.20
TOTAL COST	\$	551,100.18	248,959.81	800,060.00
	\$/kWh	0.04845	0.02189	0.07034
CREDITS	\$	(3,892.67)	-	(3,892.67)
	\$/kWh	(0.00034)	0.00000	(0.00034)
NET COST	\$	547,207.51	248,959.81	796,167.33
	\$/kWh	0.04811	0.02189	0.07000

Pay this amount	\$ 796,167.33
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Any amounts due and not paid by the due date shall bear interest at the rate of 1% per month until paid.

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
290956	AD-VISOR & CHRONICLE	PUBLIC SALE ADS		68.09
287290494544	AT&T MOBILITY	ACCT 287290494544		42.57
2505	BAUCKHAM, SPARKS, SEEB	JUNE/1-JUNE/30/ 2019 MONTHLY RETAINER		1,767.50
BLU-9522	BLU FISH CONSULTING, L	BLUES FEST TSHIRT/POLOS/BANNERS		2,695.00
BLU-9516	BLU FISH CONSULTING, L	BLUES FEST MEDIA EXPENSES - RADIO ADS/NE		6,821.95
7102019	CHEMICAL BANK SOUTH	HSA ACCT 5391589736 TAMERA PALODICHUK		900.00
792019	CHEMICAL BANK SOUTH	HSA ACCT 2550994715 KIP SUNDBERG		450.00
6302019	COLDWATER DAILY REPORT	HELP DESK SUPPORT - CUSTOMER # 891783-00		1,231.95
6132019	COLLINS PROFESSIONAL T	TREE STUMP GRINDING- 17 STUMPS TOTAL	2019.387	2,050.00
71611019	CRYSTAL FLASH MARSHALL	GAS DELIVERY		1,015.22
0083430	DEFOREST BROTHERS CONC	CONCRETE DRIVEWAY ENTRY 345 N HIGH ST.		1,450.00
0083429	DEFOREST BROTHERS CONC	CONCRETE SIDEWALKS AT 343 & 345 HIGH ST	2020.010	2,262.62
07/12/2019	GETTER-BAHMER, JENNIFE	UB refund for account: 101500005		35.53
07/10/2019	GOODMAN, TAROLEE	UB refund for account: 1400580009		255.82
712019	GRAND HOTEL	2019 MPARKS GRAND EXPERIENCE - TRIP OCTO	2020.001	8,925.00
1755772/1768156	GRIFFIN PEST SOLUTIONS	PEST CONTROL ACCT 3542611		70.00
245432	GWIN, DARWIN	MOWING BROOKS NATURE AREA X4		300.00
07/10/2019	HOLCOMB, MICHAEL	UB refund for account: 100009001		31.58
1518968	HUB INTERNATIONAL MIDW	FY-19/20- QUARTERLY INS. PAYMENT	2020.004	53,484.00
1518925/1518916	HUB INTERNATIONAL MIDW	20-FY19-20 INSURANCE RENEWAL	2020.005	34,858.00
15411	HUNTINGTON NATIONAL BA	IACT #3584170807 LIMITED TAX AND REFUNDI		500.00
3512979	IIX INSURANCE INFORMAT	ACCT 888907 MOTOR VEHICLE REPORTS		21.85
6292019	JIMMY'S JOHNS	FARMERS MARKET PORTA POTTY		100.00
P91230	JOHN DEERE FINANCIAL	ACCT 11113-27301 THROTTLE KIT		359.92
1720997-20190630	LEXISNEXIS RISK DATA	MID 1720997 6/1-6/30/2019		100.00
07/12/2019	LORIE UPRIGHT	UB refund for account: 531		34.00
30604	LOWE'S BUSINESS ACCT/S	ACCT 82130231059095		264.83
6262019	LUIB, EARL	REIMBURSEMENT- SAFETY WORK BELT		18.01
732019	MAEDA	REIMBURSEMENT FOR HOTEL ROOM FOR BRODY B		135.31
07/12/2019	MATTHEW SCARBROUGH	UB refund for account: 1311		50.00
6272019	MEYER, STEVE	REIMBURSEMENT BAND TOOL FOR KELLIUM GRIP		317.40
201907001	MICHIGAN PUBLIC POWER	ASSOCIATE MEMBERSHIP ENTRANCE FEE		1,000.00
113943	OAKLAND COMMUNITY COLL	ADVANCE POLICE TRAIN TUITION - CHARLES P		80.00
1319996	OFFICE 360	COPY PAPER		197.94
07/10/2019	PRESCOTT, JOHN & LINDA	UB refund for account: 3005200030		32.27
00003477	RATHCO SAFETY SUPPLY I	BLUES FEST BARRICADES		645.00
07/12/2019	RENAUD, ELIZABETH	UB refund for account: 302000001		28.76
0249-006416132	REPUBLIC SERVICES #249	2019 ANNUAL BULK TRASH PICK UP JUNE 10-1	2019.292	17,011.38
07/10/2019	RIDGEWAY, TYLER	UB refund for account: 3005440018		34.96
06211946672	SNAP ON TOOLS	DRIVERS/PLIERS/DEEP IMPACT SOCKETS/ADAPT		916.70
8173	SONAR	ACCESS CHARGE FOR FIBER JULY 1- JUL 31-2		1,220.00
792019	SWOPE, KURT	BOOT ALLOWANCE REIMBURSEMENT - REMAINING		100.05
07/10/2019	THERESA CHANEY-HUGGET	UB refund for account: 702		39.33
9833260203	VERIZON WIRELESS	ACCT 987146080-00001 JUNE 2-JUL 1		1,072.53
792019	WALTERS, BEN	REIMBURSEMENT REPAIR DOG FENCE DAMAGED B		120.00
07/10/2019	WESTRA, NOAH	UB refund for account: 3002880038		45.39
60201783	WEX BANK	ACCT 0470-00-462076-1		8,825.76
6282019	WOW! BUSINESS	ACCT 010058364 06/27-07/26		32.97
722019	WOW! INTERNET-CABLE-PH	ACCT 010040764 JULY 1-31 2019		1,359.80
GRAND TOTAL:				153,378.99

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
2697819901107	AT&T MOBILITY	ACCT 26978990015991		141.23
269781981507	AT&T MOBILITY	ACCT 26978198152670		5,911.44
269781444707	AT&T MOBILITY	ACCT 26978144477494		477.70
269781907007	AT&T MOBILITY	ACCT 26978190705731		108.38
X07142019	AT&T MOBILITY	ACCT 287290494544 SCADA SYSTEM		84.98
07/17/2019	BRADLEY, BARBARA & DA	UB refund for account: 900800010		86.41
07/17/2019	BRADLEY, DARRYL	UB refund for account: 900800012		0.95
6302019	CITY OF COLDWATER	HELP DESK - CUSTOMER NO 891783-00		1,231.95
45562	CITY OF COLDWATER	BILLING FOR THE BEAST JAN - JUNE 2019		139.03
601011901026	CONSUMERS ENERGY	ACCT 103015800248		7.31
204832491202	CONSUMERS ENERGY	ACCT 103018521130		1,179.25
41920	CRANE LAND SURVEYING,	DRAW & LEGAL DESC. OF PROP STORM SEWER		50.00
99694	CRT, INC	SWITCH/SMARTNET		1,237.00
99704	CRT, INC	MONITOR		130.00
99620	CRT, INC	CLOUD STORAGE		1,067.22
07/17/2019	DAVIS, KATHLEEN	UB refund for account: 2900320031		56.88
7182019	DOPP, WILLIAM & LINDS	ENERGY OPTIMIZATION - LED LIGHTING		26.00
782019	EARTHLINK BUSINESS	ACCT 7018274 TELECOMMUNICATIONS		71.04
41528	FERRIS STATE UNIVERSI	GLEMS SCHOOL- TRACK 2; AUGUST 12-15, 20 2019.374		614.00
7182019	GOEDDE, DAVID	ENERGY OPTIMIZATION - FURNACE AND AC		200.00
07/16/2019	GOLDEN, MICAH	UB refund for account: 3202940030		23.15
07/17/2019	GREEN, MICHAEL	UB refund for account: 1000140001		33.53
1770702	GRIFFIN PEST SOLUTION	ACCT 197892		44.00
07/17/2019	HAYES, CHARLENE	UB refund for account: 3004550020		46.54
134	JOHN B SULLIVAN	PROFESSIONAL SERVICES APRIL 1 - JUNE 30		12,277.00
7102019	JOSH LANKERD	HARD DRIVE REIMBURSEMENT		41.49
07/17/2019	K & B RESOURCES	UB refund for account: 200280032		1.44
07/17/2019	LAMIE, TYLER	UB refund for account: 3004520019		18.74
07/17/2019	LEWIS, CATINA	UB refund for account: 2900900039		28.05
07/16/2019	LIPSEY, ROBERT	UB refund for account: 1700540000		59.10
7182019	LONG-NELSON, AMY	ENERGY OPTIMIZATION - FURNACE AND AC		175.00
7182019TT	MARSHALL COMMUNITY CU	CITY CREDIT CARD - TOM TARKIEWICZ		70.00
6302019JB	MARSHALL COMMUNITY CU	ACCT 9784- CITY CREDIT CARD - JON BARTL		293.98
6302019CR	MARSHALL COMMUNITY CU	ACCT 7617- CITY CREDIT CARD - CHRISTY R		271.92
7182019KB	MARSHALL COMMUNITY CU	ACCT 6996 CITY CREDIT CARD - KRISTIN BA		115.95
7182019ER	MARSHALL COMMUNITY CU	ACCT 4868 CITY CREDIT CARD - ED RICE		1,827.58
7182019	MARSHALL PUBLIC SCHOO	TRANSPORTATION FOR SUMMER PLAYGROUND		237.68
19535	MICHIGAN MUNICIPAL LE	WEBSITE CLASSIFIED ADS/ DIRECTOR OF SPE		210.60
M 06-19	MICHIGAN SOUTH CENTRA	JUNE NATURAL GAS		4.57
1443993	MILLER CANFIELD PADDO	PROFESSIONAL SERVICES		655.50
11451118	NEOFUNDS	POSTAGE ACCT NO 7900044055829307		3,000.00
07/17/2019	PATRICK, TONYA & SHAN	UB refund for account: 2900780019		57.47
482093	PEERLESS MIDWEST INC	WATER EXPLORATION S INDUSTRIAL	2019.026	2,125.00
07/17/2019	PRESCOTT, JOHN & LIND	UB refund for account: 3005200030		31.95
742019	QLT CONSUMER LEASE SE	EXTENSION BELL		13.20
7182019	RICE, EDWARD	MEAL REIMBURSEMENT		24.32
07/17/2019	RIDGEWAY, TYLER	UB refund for account: 3005440018		31.71
11373780	S&P GLOBAL RATINGS	ANALYTICAL SERVICES WATER SUPPLY REVENU	2020.024	18,500.00
07/16/2019	SHEHIGIAN, RUTH	UB refund for account: 1101800005		90.84
07/17/2019	SIMON, CAMERON & DEMP	UB refund for account: 3004540026		55.86
1530345	STANTEC CONSULTING MI	HYDRAULIC MODELING FOR F DR. SOUTH EXTE	2019.296	37.50
1530135	STANTEC CONSULTING MI	PERRIN DAM WATERMAIN DESIGN/CONSTRUCTIO	2019.126	4,357.00
1530337	STANTEC CONSULTING MI	MICHIGAN AVE WATERMAIN DESIGN/CONSTRUCT	2019.124	39,714.40
1530343	STANTEC CONSULTING MI	GEN. SERVICES MSA	2019.140	541.50
1530139	STANTEC CONSULTING MI	WATER WITHDRAWL ON-GOING CONSULTING	2019.123	5,337.60
7172019	STATE OF MICHIGAN	ELEVATOR CERT. OPERAT. RENEWAL SERIAL #		180.00
07/17/2019	TAROLEE GOODMAN	UB refund for account: 638		60.00
171352	TELNET WORLDWIDE	ACCT 8948 TELECOMMUNICATIONS		1,849.00
10033880	THOMAS NEIDLINGER MD	DOT PHYSICALS - M.JOHNSON, J.MACK, J.OS		255.00
07/17/2019	THOMAS, GABRIALLE MIC	UB refund for account: 2900620034		50.97
7182019	WEBB, STUART	ENERGY OPTIMIZATION - LED LIGHTING		40.00
6292019	WOW! BUSINESS	ACCT 014226414		108.99
1674121	XEROX FINANCIAL SERVI	LEASE CONTRACT NO 010-0069580-001		1,382.18
GRAND TOTAL:				107,101.08

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
7252019	BABCOCK, CLIFF	ENTERTAINMENT 6/29		30.00
7252019	BOCHENEK, ROBERT	ENERGY OPTIMIZATION - DEHUMIDIFIER		15.00
7202019	CASE, KYLER	MEAL		10.00
7252019	CCAIS	2019 FAIR - SHOW OF CHAMPIONS SPONSORSH		750.00
201717755575	CONSUMERS ENERGY	ACCT 1000 0033 5602		238.76
203675613760	CONSUMERS ENERGY	ACCT 100072243312		20.17
205811368499	CONSUMERS ENERGY	ACCT 1000 0759 4680		16.23
205366443895	CONSUMERS ENERGY	ACCT 100067101772		14.55
206256290072	CONSUMERS ENERGY	ACCT 103009157670		16.92
203586604743	CONSUMERS ENERGY	ACCT 100009163971		103.28
203141622258	CONSUMERS ENERGY	ACCT 100009163203		16.23
99757	CRT, INC	SMARTNET		386.00
71641651	CRYSTAL FLASH MARSHAL	GAS ACCT051300000		771.16
W-667313B	DAN HENRY DISTRIBUTIN	BLUES FEST BEER - BEER TENT		2,253.50
07/25/2019	DAVIS, KATHLEEN	UB refund for account: 2900320031		24.46
7252019	DIXON, DAVE	ENTERTAINMENT 7/6		30.00
7202019	FISHER, CHARLIE	MEAL		10.00
7252019	HANA, DAVID	ENTERTAINMENT 7/20		30.00
7252019	HEITFELD, CASSANDRA	CONSULTING		67.50
7252019	IMPACT SOLUTIONS	ENERGY OPTIMIZATION - LED LIGHTING		120.00
7262019	JOHNSON, MICHAEL	CDL & CDL ROAD TEST REIMBUSEMENT		156.14
200280030	K & B RESOURCES	REFUND FROM 212 1/2 W MICH AVE, DERICK		59.07
7252019	MARSHALL COMMUNITY CU	ACCT 3431 - CITY CREDIT CARD		741.69
7262019JS	MARSHALL COMMUNITY CU	ACCT 1004 - CITY CREDIT CARD - JAMES SC		668.50
7252019TS	MARSHALL COMMUNITY CU	ACCT 2922-CITY CREDIT CARD - THERESA SE		136.14
1006366835	NAHRO	MEMBERSHIP - MH/TS - 11/2019-10/20		152.00
00366460	NATIONAL CENTER FOR H	RENEWAL - CRYSTAL LANE		95.00
699503	NYE UNIFORM COMPANY	UNIFORMS		351.50
2019-0003	PARKS COMMUNICATION S	REPLACE LAMP ON PROJECTOR		249.44
7242019	RAUTH, PAUL	5/11 ENTERTAINMENT		30.00
7252019	RAUTH, PAUL	7/27 ENTERTAINMENT		30.00
7252019	ROSS, CHRIS	ENTERTAINMENT 7/13		30.00
7252019	RUTKOWSKI, PHYLLIS	ENERGY OPTIMIZATION - FURNACE/AC		175.00
7252019	SHRED-IT USA LLC	ACCT 14414444		759.78
ADV0298237	SOURCEMEDIA	LEGAL AD - BOND BUYER		1,535.00
7252019	WALTERS-DIMMICK PETRO	ENERGY OPTIMIZATION - LED LIGHTING		3,432.13
07/25/2019	WEERS, CLIFFORD & MAR	UB refund for account: 2705840003		4.63
GRAND TOTAL:				13,529.78

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 08/02/2019 - 08/02/2019
 UNJOURNALIZED
 OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
7172019	AT&T MOBILITY	ACCT 145970911		83.17
7252019	BENDZINSKI & CO	2019 WATER SUPPLY SYSTEMS REVENUE BONDS	2020.053	27,800.00
8012019	BUTTERS, SCOTTY	FARMERS MARKET ENTERTAINMENT 8/3/19		30.00
07/31/2019	CECILIA HINSKE	UB deposit refund for account: 1160		50.00
7252019	CITY OF IONIA	FORD 710 LEAF LOADERS (THREE UNITS, 2 R	2020.040	4,000.00
812019	CITY OF MARSHALL	TITLE COMPANY CHECK REFUND - CARON TAXES		2,297.24
205455429096	CONSUMERS ENERGY	ACCT 103013521119		18.49
204565527623	CONSUMERS ENERGY	ACCT 103018520884		14.55
206878999108	CONSUMERS ENERGY	ACCT 100009163708		14.55
07312019	FISHER, CHARLIE	MEAL		10.00
7292019	GORSLINE, DENNIS	ENERGY OPTIMIZATION - ROOM AC		15.00
7262019	GROSS, JOHN	ELECTRICAL INSPECTIONS 6/20-7/25/19		697.50
245434	GWIN, DARWIN	MOWING BROOKS NATURE AREA X4		300.00
3529309	IIX INSURANCE INFORMAT	ACCT 888907		50.55
7202019	KOYL, KEVIN	MEAL		10.00
013853	LEWEY'S SHOE REPAIR	BOOT ALLOWANCE - ALFONZO GARZA		190.00
013849	LEWEY'S SHOE REPAIR	BOOT ALLOWANCE - PAUL HERMAN		210.00
013864	LEWEY'S SHOE REPAIR	BOOT ALLOWANCE - TONY PHILPOTT		219.95
200006014	MICHIGAN ASSOC. OF CHI	FALL 19 ACCREDITATION CONF ATTENDEE - J.		75.00
7302019	MICHIGAN CHAPTER OF NA	2019 JOINT HOUSING CONFERENCE		195.00
07232019	MRWA	OUTDOOR EXPO	2020.032	220.00
08/01/2019	NICHOSON, AARON & CHAR	UB refund for account: 3204620025		76.39
7292019	NORTHWOOD SWIM CLUB	ENERGY OPTIMIZATION - POOL PUMP & HEATER		200.00
7262019	PROSOIL	DEPOSIT REFUND MINUS CHARGE FOR 3300 GAL		417.00
7181185003	RIETH-RILEY CONSTRUCTI	FY19 MAJOR ST - BREWER STREET (TEDF GRAN	2019.006	4,747.44
7242019	ROSS, CHRIS	FARMERS MARKET ENTERTAINMENT 8/10/2019		30.00
7292019	SCOTT, DOUGLAS	ELECTRICAL INSPECTIONS		630.00
7302019	STATE OF MICHIGAN ENV	(WETLANDS TESTING REPORTING FOR WELL 6		250.00
7122019	TRAVELERS	ACCT 6275V0227- EXCESS CRIME		1,693.00
08/01/2019	WALKER, BETH	UB refund for account: 2100140026		115.84
7302019	WOW! BUSINESS	ACCT 013934621		39.49
GRAND TOTAL:				44,700.16

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 08/08/2019 - 08/08/2019
 UNJOURNALIZED
 OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
08/06/2019	ADAMS, SOPHIE	UB refund for account: 1900720052		81.93
124871	B S & A SOFTWARE	ANNUAL SERVICE/SUPPORT FEES AUG -AUG	2020.058	5,760.00
8022019	BRYANT, TIMOTHY	RESIDENT DEPOSIT REFUND		19.00
852019	CITY OF MARSHALL	PETTY CASH - DONUTS FOR ELECTION STAFF		19.60
9997	COURTNEY & ASSOCIATES	MONTH RETAINER FEE		250.00
0135	FOUR THE LOVE OF MOMS	TSHIRTS		390.00
08/06/2019	HARLESS, TYLER & CUREL	UB refund for account: 1901550029		23.19
16688	HUNTINGTON NATIONAL BAI	ACCT #3584232304 ADMIN FEE FOR WATER SUP		500.00
16098	HUNTINGTON NATIONAL BAI	ACCT #3584098502 2014 BLDG AUTH BOND ADM		500.00
08/07/2019	JOLIN, TREVOR	UB refund for account: 1201660031		77.76
812019	K-MART	PHONE - B.DAY		39.99
013854	LEWEY'S SHOE REPAIR	2 PATCHES SEWN		8.00
80119	MARSHALL PUBLIC SCHOOL	TRANSPORTATION TO FULL BLAST		397.40
1446470	MILLER CANFIELD PADDOC	WATER SUPPLY REVENUE BONDS PREPARATION		32,500.00
852019	MSHDA	REGISTRATION CINNAIRE ASSET MANAGEMENT		975.00
0249-006444513	REPUBLIC SERVICES #249	ACCT 3-0249-1022021 REFUSE PICK UP		1,620.49
08/06/2019	SENK, BETHANY	UB refund for account: 500880041		131.96
08/06/2019	SHERMAN, THALIA	UB refund for account: 3204240024		66.53
882019	SKY ZONE KALAMAZOO	SUMMER PLAYGROUND OUTING		740.00
812019	SPARTAN STORES	FAMILY FARE CHARGE ACCT 021063		23.95
1624973752	STAPLES BUSINESS CREDI	CREDIT ACCT 302063		134.14
852019	STELMI AMERICA	ENERGY OPTIMIZATION - COMPRESSED AIR TAN		6,360.00
MAR17744	TIRE CITY TIRE PROS	REPLACEMENT OF CATALYTIC CONVERTERS AND	2020.039	2,539.04
08/06/2019	VANDERVRIES, EDWARD	ASSESSING SERVICES		4,400.00
08/06/2019	WALKINSHAW, SCOTT	UB refund for account: 3205260038		34.09
60729651	WEX BANK	JULY FUEL PURCHASES		10,965.57
08/06/2019	WHARTON, NAJEE	UB refund for account: 3108150016		5.34
7282019	WOW! BUSINESS	ACCT 010058364		32.97
7292019	WOW! BUSINESS	ACCT 014226414		109.29
1712599	XEROX FINANCIAL SERVIC	EQUIPMENT LEASES		1,382.18
GRAND TOTAL:				70,087.42



ADMINISTRATIVE REPORT
August 19, 2019 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

FROM: James M. Schwartz, Police Chief
Tom Tarkiewicz, City Manager

SUBJECT: Public hearing to amend City of Marshall
**ORDINANCE 136.03, TOBACCO PRODUCTS,
VAPOR PRODUCTS, ALTERNATIVE NICOTINE
PRODUCTS**

BACKGROUND: The City of Marshall, Michigan has previously enacted ordinance 136.03. The ordinance changed June 4, 2019, the State of Michigan enacted Public Act 17 and Public Act 18 of Public Acts of 2019, which amend the Youth Tobacco Act of Michigan, codified in MCL 722.641. The amendments to the Youth Tobacco Act of Michigan necessitate corresponding amendments to Section 136.03 of the Marshall Code of Ordinances; and the public good is furthered by maintaining consistency and uniformity between the Act and local ordinance.

THE CITY OF MARSHALL ORDAINS that the current version of Section 136.03 be deleted and replaced with the version set forth herein to be in compliance with state law.

RECOMMENDATION: After hearing public comments, it is recommended that the Council adopt the amendment of **ORDINANCE 136.03, TOBACCO PRODUCTS, VAPOR PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS.**

FISCAL EFFECTS: None expected

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "James M. Schwartz".

James M. Schwartz
Police Chief

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

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

City of Marshall, Michigan

Ordinance # _____

AN ORDINANCE AMENDING CITY OF MARSHALL CODE OF ORDINANCES,
SECTION 136.03

WHEREAS, on June 4, 2019, the State of Michigan enacted Public Act 17 and Public Act 18 of Public Acts of 2019, which amend the Youth Tobacco Act of Michigan, codified in MCL 722.641 et seq; and

WHEREAS, the amendments to the Youth Tobacco Act of Michigan necessitate corresponding amendments to Section 136.03 of the Marshall Code of Ordinances; and

WHEREAS, the public good is furthered by maintaining consistency and uniformity between the Act and local ordinance;

NOW, THEREFORE, THE CITY OF MARSHALL ORDAINS that the current version of Section 136.03 be deleted and replaced with the version set forth herein;

~~**§ 136.03 SMOKING BY MINORS IN PUBLIC PLACES AND SALES OF TOBACCO PRODUCTS TO MINORS**~~

~~(A) No person under 18 years of age shall use or possess cigarettes or an age regulated tobacco product in any form on any public highway, street, alley, park or other land used for public purposes, or in a public place of business or amusement.~~

~~(B) No person under 18 years of age shall purchase, or attempt to purchase, or otherwise obtain or possess cigarettes or any other age regulated tobacco product.~~

~~(C) Any person who violates this section shall be deemed responsible for a municipal civil infraction subject to such penalties as shall be established pursuant to the code.~~

~~(Prior Code, § 18-119) (Ord. 98.4, passed 4-6-1998)~~

§ 136.03 TOBACCO PRODUCTS, VAPOR PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS,

(A) Definitions. As used in this section:

“TOBACCO PRODUCT” means a product that contains tobacco and is intended for human consumption, including, but not limited to, a cigarette, noncigarette smoking tobacco, or smokeless tobacco, as those terms are defined in section 2 of the tobacco products tax act, 1993 PA 327, MCL 205.422, as may be from time to time amended, and a cigar.

“VAPOR PRODUCT” means a noncombustible product that employs a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means, regardless of shape or size, that can be used to produce vapor from nicotine or any other substance, and the use or inhalation of which simulates smoking. Vapor product includes an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device and a vapor cartridge or other container of nicotine or other substance in a solution or other form that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or other similar product or device. Vapor product does not include a product regulated as a drug or device by the United States Food and Drug Administration under 21 USC 351 to 360fff-7.

“ALTERNATIVE NICOTINE PRODUCT” means a noncombustible product containing nicotine that is intended for human consumption, whether chewed, absorbed, dissolved, or ingested by any other means. Alternative nicotine product does not include a tobacco product, vapor product, food, or a product regulated as a drug or device by the United States Food and Drug Administration under 21 USC 351 to 360fff-7.

“LIQUID NICOTINE” means a liquid or other substance containing nicotine in any concentration that is sold, marketed, or intended for use in a noncombustible product that employs a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means, regardless of shape or size, that can be used to produce vapor from nicotine or any other substance, and the use or inhalation of which simulates smoking.

“LIQUID NICOTINE CONTAINER” means a bottle or other container holding liquid nicotine in any concentration but does not include a cartridge containing liquid nicotine if the cartridge is prefilled and sealed by the manufacturer of the cartridge and is not intended to be opened by the consumer.

“MINOR” means an individual who is less than 18 years of age.

“PUBLIC PLACE” means a public street, sidewalk, park, any outside area open to the general public, any public conveyance or private vehicle located in an area open to the general public, or any area open to the general public in a publicly

owned or operated building or public place of business. Public place shall also include the grounds of a public or private school where children attend classes in preschool programs, kindergarten programs, or grades 1 through 12, in a school bus, or on the grounds of any correctional facility, including the juvenile detention facility or the property upon which the facility is located.

“USE A TOBACCO PRODUCT, VAPOR PRODUCT, OR ALTERNATIVE NICOTINE PRODUCT” means to smoke, chew, suck, inhale, or otherwise consume a tobacco product, vapor product, or alternative nicotine.

“PERSON WHO SELLS TOBACCO PRODUCTS AT RETAIL” means a person whose ordinary course of business consists, in whole or part, of the retail sales of tobacco products subject to state sales tax.

“PERSON WHO SELLS VAPOR PRODUCTS OR ALTERNATIVE NICOTINE PRODUCTS AT RETAIL” means a person whose ordinary course of business consists, in whole or part, of the retail sales of vapor products or alternative nicotine products.

- (B) A person shall not sell, give, or furnish a tobacco product, vapor product, or alternative nicotine product to a minor, including, but not limited to, through a vending machine. This section does not apply to the handling or transportation of a tobacco product, vapor product, or alternative nicotine product by a minor under the terms of the minor’s employment.
- (C) Before selling, offering for sale, giving or furnishing a tobacco product, vapor product, or alternative nicotine product to an individual, a person shall verify that the individual is at least 18 years of age by doing 1 of the following:
 - (1) If the individual appears to be under 27 years of age, examining a government-issued photographic identification that establishes that the individual is at least 18 years of age.
 - (2) For sales made by the internet or other remote sales method, performing an age verification through an independent, third-party age verification service that compares information available from a commercially available data base, or aggregate of databases, that are regularly used by government agencies and businesses for the purpose of age and identity verification to the personal information entered by the individual during the ordering process that establishes that the individual is 18 years of age or older.
- (D) A person who violates subsections (B) or (C) is guilty of a misdemeanor punishable by a fine as follows:
 - (1) For a first offense, not more than \$100.00.
 - (2) For a second offense, not more than \$500.00

- (E) A person who sells tobacco products at retail shall not sell a cigarette separately from its package. This section does not apply to a person who sells tobacco products at retail in a tobacco specialty retail store or other retail store that deals exclusively in the sale of tobacco products and smoking paraphernalia. A person who violates this subsection is guilty of a misdemeanor, punishable by a fine of not more than \$500.00.
- (F) A person shall not sell a liquid nicotine container unless the liquid nicotine container meets the child-resistant effectiveness standards of 16 CFR 1700.15(b). A person who violates this subsection is guilty of a misdemeanor punishable by a fine of not more than \$50.00 for each violation.
- (G) A person who sells vapor products or alternative nicotine products at retail shall not display for sale a vapor product unless the vapor product is stored for sale behind a counter in an area accessible only to employees or within a locked case. A person who violates this subsection is responsible for a municipal civil infraction and shall be fined not more than \$500.00.
- (H) A minor shall not do any of the following;
- (1) Purchase or attempt to purchase a tobacco product.
 - (2) Possess or attempt to possess a tobacco product.
 - (3) Use a tobacco product in a public place.
 - (4) Present or offer to an individual a purported proof of age that is false, fraudulent, or not actually his or her own proof of age for the purpose of purchasing, attempting to purchase, possessing, or attempting to possess a tobacco product.
- (I) A minor who violates subsection (H) shall be punished as follows:
- (1) For a first offense, the minor is guilty of a misdemeanor punishable by a fine of not more than \$50.00. The court may also require the minor to participate in a health and risk reduction assessment program and order up to 16 hours of community service.
 - (2) For a second offense, the minor is guilty of a misdemeanor punishable by a fine of not more than \$50.00. The court may also require the minor to participate in a health and risk reduction assessment program and order up to 32 hours of community service.
 - (3) For a third or subsequent offense, the minor is guilty of a misdemeanor punishable by a fine of not more than \$50.00. The court may also require the minor to participate in a health and risk reduction assessment program and order up to 48 hours of community service.

(J) A minor shall not do any of the following:

- (1) Purchase or attempt to purchase a vapor product or alternative nicotine product.
- (2) Possess or attempt to possess a vapor product or alternative nicotine product.
- (3) Use a vapor product or alternative nicotine product.
- (4) Present or offer to an individual a purported proof of age that is false, fraudulent, or not actually his or her own proof of age for the purpose of purchasing, attempting to purchase, possessing, or attempting to possess a vapor product or alternative nicotine product.

(K) A minor who violates subsection (J) shall be punished as follows:

- (1) For a first violation, the minor is responsible for a municipal civil infraction and shall be fined not more than \$50.00. The court may also order the minor to participate in a health and risk reduction program and perform up to 16 hours of community service.
- (2) For a second violation, the minor is responsible for a municipal civil infraction and shall be fined not more than \$50.00. The court may also order the minor to participate in a health and risk reduction program and perform up to 32 hours of community service.
- (3) For a third violation, the minor is guilty of a misdemeanor punishable by a fine of not more than \$50.00. The court may also order the minor to participate in a health and risk reduction program and perform up to 48 hours of community service.

(L) Subsections (H) and (J) do not apply to the following:

- (1) The handling or transportation of a tobacco product, vapor product or alternative nicotine product by a minor under the terms of the minor's employment.
- (2) Undercover operations or compliance checks conducted in accordance with MCL 722.642(6)(a)-(c).
- (3) A minor charged with violating sections (H) or (J) may be charged with, convicted of, or sentenced for any other violation of law arising out of the violation of section (E) or (G).

(Prior Code, § 18-119) (Ord. 98.4, passed 4-6-1998)

REPEALER

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

SEVERABILITY

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

ENACTMENT

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

AYES:

NAYES:

ABSTENTIONS:

Mayor

STATE OF MICHIGAN

COUNTY OF CALHOUN

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

Clerk

Adopted:

Published:



ADMINISTRATIVE REPORT
AUGUST 19, 2019 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

FROM: Kristin Bauer, Director of Public Services
 Tom Tarkiewicz, City Manager

SUBJECT: Cronin Millrace Pavilion and Confluence Garden Construction

BACKGROUND: Following development and acceptance of the Ketchum Park Master Plan in the spring of 2018, the members of the Ketchum Park Committee (KPAC) began applying for grant funding for implementation of the master plan. The committee chose to secure funding for a new pavilion and confluence garden to be located in the area of the previous mill and spillway at the west end of the park near S. Marshall Ave. Viridis Design Group was hired and has completed the construction and bid documents for this project. On July 19, 2019 we received the below five bids for the work on this project to be completed by June 1, 2020.

Consultant	Design Services
Kalleward Group Kalamazoo, MI	\$558,000
Copper Rock Construction Grand Rapids, MI	\$584,800
Shouldice, Inc. Battle Creek, MI	\$587,701
Cross Lake Construction Horton, MI	\$668,830
Moore Trospen Holt, MI	\$791,000

Full funding for this project was the result of multiple grants secured by KPAC volunteer committee members. These grants will cover the majority of the costs with a small amount of in-kind services performed by the city. These in-kind services will include project oversight throughout the design and construction phases by the City's Director of Public Services and other city staff as well as some tree removals and other associated tasks. The grant funds secured for this project are from the following groups:

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

Grantor	Commitment
Kalamazoo River Community River Foundation	\$400,000
Cronin Foundation (100% for Pavilion)	\$199,986
Marshall Community Foundation	\$25,000
Eaton Foundation	\$10,000
City Matching In-Kind Funds	\$16,767
Total Grant Funds	\$651,753
Viridis Design Group Services	-\$42,235
City Matching In-Kind Funds	-\$16,767
Remaining Available Grant Funds	\$592,751

RECOMMENDATION: Based on the results of a bid evaluation, post bid interview and reference check Viridis Design Group and City staff recommend that City Council award a construction contract to the Kalleward Group for construction of the Cronin Mill Race Pavilion and Confluence Garden for the bid amount of \$558,000 with a contingency amount of \$34,751 totaling an amount not to exceed the available grant funds of \$592,751.

FISCAL EFFECTS: To authorize a contract in the amount of \$558,000 and contingency amount of \$34,751 totaling \$592,751 expensed from the secured grant funds given to the City of Marshall by the assorted Grantors.

CITY GOAL CLASSIFICATION: GOAL AREA IV: INFRASTRUCTURE

Preserve, rehabilitate, maintain and expand city infrastructure and assets.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,



Kristin Bauer
Director of Public Services



Tom Tarkiewicz
City Manager



Kalamazoo Office
313 N. Burdick Street
Kalamazoo, MI 49007
(269) 978-5143

Grand Rapids Office
1430 Monroe NW, Suite 210
Grand Rapids, MI 49505
(616) 438-9841

August 1, 2019 - Bid opening date – July 19, 2019

MEMORANDUM

TO: Kristin Bauer, Director of Public Services, City of Marshall

FR: John McCann, VIRIDIS Design Group (VIRIDIS)

RE: Cronin Mill Race Pavilion and Confluence Garden at Ketchum Park - Award Recommendation

On behalf of the City of Marshall, VIRIDIS has evaluated bid proposals received on July 19, 2019 for the above referenced project. Bids received were as follows (note that there were no alternates):

<u>Bidder</u>	<u>Base Bid</u>
Kalleward Group	\$558,000.00
Copper Rock Construction	\$584,800.00
Shouldice	\$587,701.00
Cross Lake Construction	\$668,830.00
Moore Trospen	\$791,000.00

On July 30, 2019 we conducted a post-bid interview with the apparent low bidder, Kalleward Group. Based on the discussion at the post-bid interview, Kalleward appears to understand the project scope, has committed appropriate resources, and agreed to meet the project schedule. Based on our review of their bid and responses received from their references, we believe that their company is qualified for this project.

Based on the results of the bid evaluation, post bid interview, and reference check, we recommend Kalleward Group, at a contract amount as follows:

Base Bid: \$558,000

Please let us know if you have any questions or need additional information. Thank you.

Respectfully submitted,
VIRIDIS Design Group

John McCann, ASLA, PLA, LEED AP
Principal



ADMINISTRATIVE REPORT
August 19, 2019 – CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

FROM: Cheryl Vosburg, Environmental Programs Coordinator
Ed Rice, Director of Electric Utilities
Tom Tarkiewicz, City Manager

SUBJECT: Goal II.D. ELECTRIC VEHICLE CHARGING STATIONS

BACKGROUND: On February 1 and 2, 2019 the Mayor, City Council Members, City Manager, and City Directors met to discuss and identify a vision and direction for the City of Marshall. A “Vision Tour” for the City was created outlining major goals and objectives, and actions to be taken in the first year of a five-year plan. Four major goal areas were developed as follows:

- I. Attractive – Walkable – Livable Community
- II. Downtown – Central Business District
- III. Infrastructure and City Services
- IV. Community and Economic Development

As part of this “Vision Tour” the goal for providing Electric Vehicle Charging Stations was established and sub-tasks developed. The sub-tasks and their status are shown below:

Champions – Ed Rice & Cheryl Vosburg

- 1. Determine downtown and community locations for EV charging stations.
 - a. Discuss with DDA – presentation was made on 2/28/19
 - b. All possible downtown locations have been vetted. Potential locations under consideration including the parking structure, City Hall, and the south Green Street (Farmer’s Market) parking lot.
 - c. Discuss with private property owners – An initial meeting was held with representatives from Walters-Dimmick on 8/12/19. The installation of Level 3 (fast) charge stations at their Winston Park location was discussed.
 - d. Discussions with additional property owners are pending.
- 2. Explore funding sources
 - a. VW settlement fund – Funding is available through the VW Settlement Fund which is administered by the Michigan Energy Office. A meeting was held with the MI Energy Office on 8/8/19. Funding will cover 50-100% of the cost of Level 2 equipment. The City will be responsible for installation costs. Funding will also be available for a private/utility/state partnership at 30% each for Level 3 (fast) charging stations. RFP’s will be available in August 2019.

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

- b. Other sources – there are no other funding sources available at this time.
3. Determine Electric power availability – Each potential site has been pre-evaluated for power availability. Power availability is a major variable for installation costs.
4. Determine Payment Methods – Payment method options have been evaluated. Customers will pay an amount (to be determined) based on cost of electricity through a wireless account and/or card reader.
5. Finalize Plan - Project quotes based on site evaluations are pending. A final plan will be presented to City Council prior to submitting the grant applications.

RECOMMENDATION: Staff recommends that the project maintain its current trajectory and a final plan will be presented to council for approval.

FISCAL EFFECTS: The cost will be dependent upon approval of the final plan based on the number of stations installed, selected locations, level of charging and identified project partners.

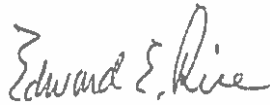
CITY GOAL CLASSIFICATION:

GOAL AREA II.D – Downtown – Central Business District

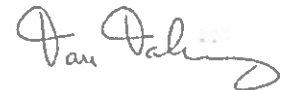
Respectfully Submitted,



Cheryl Vosburg
Environmental Programs
Coordinator



Ed Rice
Director of Electric Utilities



Tom Tarkiewicz
City Manager



ADMINISTRATIVE REPORT
August 19, 2019 – CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

FROM: Ed Rice, Director of Electric/FiberNet Utilities
Cheryl Vosburg, Environmental Program Coordinator
Tom Tarkiewicz, City Manager

SUBJECT: Goal III.G. SOLAR FIELD

BACKGROUND: On February 1 and 2, 2019 the Mayor, City Council Members, City Manager, and City Directors met to discuss and identify a vision and direction for the City of Marshall. A "Vision Tour" for the City was created outlining major goals and objectives, and actions to be taken in the first year of a five-year plan. Four major goal areas were developed as follows:

- I. Attractive – Walkable – Livable Community
- II. Downtown – Central Business District
- III. Infrastructure and City Services
- IV. Community and Economic Development

As part of this "Vision Tour", the goal for providing an electric generation solar field was established and sub-tasks developed. The sub-tasks and their status are shown below:

Champions – Ed Rice & Cheryl Vosburg

1. Discuss Eaton Plant site - lease or purchase
 - a. Eaton is not interested in selling or leasing their property.
 - b. Discussions are being held with alternative property owners.
2. Review options for solar panels
 - a. Tracking or fixed are options.
 - b. Ground or roof mounted. **Ground is best for large solar fields**
3. Determine construction costs
 - a. A meeting was held with a solar developer on April 11, 2019.
 - b. Construction costs were determined to be \$1.5 million/MW excluding land. Therefore, a 3MW solar field is estimated to cost \$4.5 million to construct.
 - c. One (1) MW requires five acres. Therefore, three (3) MW requires 15 acres.
4. Determine rates
 - a. Rates are typically \$0.08/kwh - \$0.12/kwh for a Power Purchase Agreement.
 - b. Rates would be \$0.07/kwh - \$0.05/kwh if Marshall were to self-fund for 15-20-year amortization.
5. Investigate project partners
 - a. A land owner has shown interest in partnering with the City to develop a solar field.

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6. Negotiate land lease or purchase cost.
 - a. Lease = \$125/acre/year --- (\$125) (15 acres) (15 years) = \$28,125.
 - b. Purchase = \$3,500/acre --- (\$3500) (15 acres) = \$52,500.
 - c. No residual property value for lease.
7. Design and bid project construction.
 - a. Still developing project concepts.
8. Recommend project to City Council
 - a. Council will have to decide the priority of the solar project considering all the capital expenditures required for electric system improvements associated with projected electric load growth and other city-wide capital projects.

RECOMMENDATION: None at this time.

FISCAL EFFECTS: A 15-year non-solar energy power purchase agreement is currently available at \$0.035/kwh. Therefore, over the 15-year life of the solar project there will be a projected additional energy acquisition cost of \$2.75 million (\$330,000/year).

CITY GOAL CLASSIFICATION:

GOAL AREA III.G – SOLAR FIELD

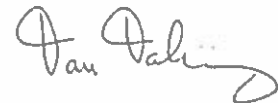
Respectfully Submitted,



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



Cheryl Vosburg
Environmental Coordinator



Tom Tarkiewicz
City Manager



ADMINISTRATIVE REPORT
August 19, 2019 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council Members
FROM: Tom Tarkiewicz, City Manager
SUBJECT: Appointment to the Northeast Neighborhood Improvement Authority Board

BACKGROUND: The Neighborhood Improvement Authority is created under State statutes. The Authority is established to promote development and economic growth of residential areas.

The State statute requires the City Manager to recommend Board appointments. The Board can have five to nine members. The following appointments were made in December and July:

Richard Lindsey	Representing Oaklawn Hospital
Krista Trout-Edwards	Representing Calhoun Land Bank
Scott Wolfersberger	Representing Ward One
Open	Representing Calhoun County
Matt Davis	Representing Kellogg Community College
David DeGraw	Representing Neighborhood

The City Manager, by statute, is a member of this Board. Calhoun County has generously allowed the capture of their jurisdiction's taxes. At this time, the Calhoun County Board is recommending County Communications Manager Lucy Blair to represent Calhoun County.

RECOMMENDATION: It is recommended that the City Council approve the appointment of Lucy Blair to the Northeast Neighborhood Improvement Authority Board with a term expiring December 31, 2021.

FISCAL EFFECTS: None.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

Tom Tarkiewicz
City Manager

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**CITY OF MARSHALL
BOARDS & COMMISSIONS
APPLICATION**

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

Date 7-29-19

Applicant Name Wim "Scott" Vander Berg

Address 7071 Stuart Lake

Home Phone 269-781-2797 Work Phone 269-841-7170

E-Mail Address VVANDERB@GMAIL.COM

How long have you lived in the City of Marshall? 20 Years

Education K-12 Graduated 1986

Community Experience and Affiliations: I have done work as a volunteer for fund raising. I donate money to special olympics, red hawks golf tournament and United Way.

Please specify the Board/Committee sought: Brooks Nature Area board

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

I am a resident of Stuart Lake. I have experience in construction, excavation, and maintenance. I currently am employed at Denso Corp. as a section leader. I manage all facets of production including assuring environmental regulations are met. I have been at Denso for 18 years. I bring with me a hard work ethic, energy and commitment to better my community.

Can you commit to attend all meetings: Yes or No

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