

**The meeting will be held at the Marshall Fire Department
1201 Arms Street
Marshall, MI 49068**

MARSHALL CITY COUNCIL AGENDA

TUESDAY – 7:00 P.M.

September 8, 2020

- 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) CANDIDATES FOR PUBLIC OFFICE**
- 7) PUBLIC COMMENT ON AGENDA ITEMS** – Persons addressing Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of five (5) minutes on any agenda item.
- 8) CONSENT AGENDA**

- A. Grand River Brewery Weekend Outdoor Entertainment P. 3**
City Council will consider the recommendation to extend the road closures for the 100 Block of S. Jefferson Street for the Grand River Brewery through November 1, 2020.
- B. City Council Minutes P. 5**
Regular Session Monday, August 17, 2020
- C. City Bills P.8**
Regular Purchases \$ 466,926.14
Purchased Power \$ 1,028,837.42
Weekly Purchases –8/14/20 \$ 22,252.53
Weekly Purchases –8/21/20 \$ 746,479.74
Weekly Purchases –8/28/20 \$ 56,081.41
Total..... \$ 2,320,577.24

- 9) PRESENTATIONS AND RECOGNITIONS**
- 10) INFORMATIONAL ITEMS**
- 11) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION**
- 12) OLD BUSINESS**
- 13) REPORTS AND RECOMMENDATIONS**

- A. Water Meter Replacement Project P. 15**
City Council will consider the recommendation to approve the bid from ETNA Supply of Grand Rapids MI, in an amount of \$1,103,934.00 for the installation of residential, commercial, and industrial water/sewer meters and radio reading software/hardware. It is also recommended to approve the bid from Hydro Corp of Troy MI, for the purchase of Large Form water/sewer meters in the amount of \$209,767.00 It is recommended to approve installation services from Stantec

Consulting of Ann Arbor MI in an amount of \$46,600.00. The project cost is \$1,360,301 with a contingency of \$139,699.00, resulting in a total funded amount of \$1,500,000. With this total project cost, staff also request Council approval for a budget amendment in the amount of \$750,000 for account 591-900-970.32 Capital Outlay – Water Meter AMI Project (\$750,000 budget already approved by Council).

B. WWTP Clarifier Repair Engineering P. 18

City Council will consider the recommendation to approve the proposal for Clarifier Rehabilitation Engineering Services and award the project to Stantec Consulting of Ann Arbor, MI in the amount of \$26,148.

C. Marshall House Intercom Bids P. 19

City Council will consider the recommendation to award the contract for the Marshall House Video Intercom Project to Indiana Electronics in the amount of \$162,180 with a contingency of \$8,109 for a total of \$170,289.

D. After-Hour Call Center Agreement P. 20

City Council will consider the recommendation to approve entering into a sole source three (3) year contract with NeoNova at a fee of \$1,000 per month for after-hour utility call center operations and authorize the City Clerk to sign the agreement.

E. MPM Electric Service Agreement P. 37

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

14) APPOINTMENTS / ELECTIONS

A. Downtown Development Authority and Local Development Finance Authority Appointment P. 42

City Council will consider the recommendation to approve the reappointments of Catherine Yates and JP Walters to the Downtown Development Authority and Local Development Finance Authority with terms expiring September 15, 2024.

15) PUBLIC COMMENT ON NON-AGENDA ITEMS

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

16) COUNCIL AND MANAGER COMMUNICATIONS

17) CLOSED SESSION

City Council will be requested to enter into Closed Session – Pursuant to section 8(h) of the Open Meetings Act, to consider material exempt from disclosure by state statute, section 13(1)(g) of the Freedom of Information Act: Confidential Attorney-Client Written Communication dated 9-08-2020.

18) OPEN SESSION

19) ADJOURNMENT

Respectfully submitted,



Tom Tarkiewicz
City Manager

9/8/2020

ADMINISTRATIVE REPORT
September 8, 2020 - CITY COUNCIL MEETING

SUBJECT: Grand River Brewery Weekend Outdoor Entertainment

LOCATION: 100 Blk. S. Jefferson

REQUESTOR: Grand River Brewing

REQUEST DATES: Every Friday, Saturday and Sunday from original date approved by Council, until November 1st.

REQUEST TIMEFRAME: Friday/Saturday: 4p - 10p, Sunday: 12p to 8p

MDOT PERMIT REQUIRED: NA

MDOT PERMIT GRANTED: NA

LCC PERMIT REQUIRED: YES

LCC PERMIT GRANTED: YES

ROAD CLOSURE DETAIL: 100 Block of S. Jefferson

ROAD CLOSURE TIMEFRAME: Friday/Saturday: 4p - 11p, Sunday: 12p to 8p

ROAD CLOSURE DETAIL: Barricades will be erected on S. Jefferson at Michigan Ave. and S. Jefferson just north of the alleyway.

DETOUR DETAIL: Traffic will be diverted to the paralleling side streets (Eagle and Madison).

BACKGROUND:

City Council has originally approved a Friday/Saturday street closure request for the 100 Block of S. Jefferson Street by Grand River Brewing. Sunday closure was added and approved on August 17, 2020. The street area is enclosed in a temporary fencing from their patio, which is assembled and removed each day. They are using the roadway for seating additional guests, for serving alcohol and food. A permit from the Michigan Liquor Control Commission was also required.

Their original request was granted through Labor Day 2020. Recently, they requested to extend the street closures through the end of October.

When the event first started, there were some complaints about the volume of the music. Grand River was contacted about the issue, and advised they would lower the

volume. Since this contact, not further calls have been received by the Marshall Police Department.

There was also a complaint made by MDOT on the use of a large banner that was placed between the MDOT signal strain poles on the south side of Michigan Avenue that occurred on August 17th, 2020. Grand River was also contacted on this, and have corrected the violation.

RECOMMENDATION: It is recommended that the extension of the Friday, Saturday and Sunday road closures for the 100 Block of S. Jefferson Street for the Grand River Brewery be extended through November 1st, 2020.

FISCAL EFFECTS: None known.

ALTERNATIVES: As recommended by Council.

CONTACT:

Matt DeHuff
Email: matt@grandriverbrewery.com

COUNCIL NOTIFICATION DATE: September 8, 2020

CALL TO ORDER

IN REGULAR SESSION, Monday, August 17, 2020, at 7:00 P.M., at the Cronin Millrace Pavilion, located at Ketchum Park 531 Montgomery Street, Marshall MI 49068 the Marshall City Council was called to order by Mayor Caron.

ROLL CALL

Roll was called:

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

Also Present: City Manager Tarkiewicz and Clerk Nelson.

Absent: None.

INVOCATION/PLEDGE OF ALLEGIANCE

Scott Loughrige of Cross Roads Church & Ministries gave the invocation and Mayor Caron led the Pledge of Allegiance.

APPROVAL OF THE AGENDA

Moved Metzger, supported Gates, to approve the agenda with the addition of Grand River Brewery Sunday closure and the removal of item 13C MPM Electric Service Agreement. On a voice vote – **MOTION CARRIED.**

CANDIDATES FOR PUBLIC OFFICE

None.

PUBLIC COMMENT ON AGENDA ITEMS

Barry Wayne Adams spoke regarding the public comment sections of the Agenda. He feels each item should have public comment before the vote and Council should consider changing the format.

CONSENT AGENDA

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

- A. Schedule a public hearing for Monday, September 21, 2020 to consider Zoning Amendment Application #RZ20.02 to rezone 115 N. Grand Street, Parcel #53-000-413-02 from POSD (Professional Office Service District) to R-3 (Traditional Residential);
- B. Approve a resolution for the purchase of one year of generic service with the Municipal Employees' Retirement System by Captain Ed Costine;
- C. Minutes of the City Council Regular Session held on Monday, July 20, 2020 and Special Session held on Thursday, July 24, 2020;
- D. Approve city bills in the amount of \$824,023.49.

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

PRESENTATIONS AND RECOGNITION

None.

INFORMATIONAL ITEMS

None.

PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

None.

OLD BUSINESS

None.

REPORTS AND RECOMMENDATIONS

A. Tree Removal Contract:

Moved McNeil, supported Metzger, to approve the bid for tree removal from TreeWorks of Nunica, MI in the amount of \$66,600 with a contingency of \$6,400 for a total of \$73,000 and to authorize the City Clerk to sign the contract pending a positive review of references. On a roll call vote – ayes: Traver, Underhill, Wolfersberger, Mayor Caron, Gates, McNeil, and Metzger; nays: None. **MOTION CARRIED.**

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

Moved McNeil, supported Traver, to approve the resolutions authorizing approval of the Sidewalk Deferment Agreements, in substantial form, for Delta One Consulting and the Family Bible Church and authorize the City Clerk to sign the agreements. On a voice vote – **MOTION CARRIED.**

C. Grand River Brewery Sunday Closure:

Moved Gates, supported Underhill, to approve the Sunday closure of Jefferson Street between Michigan Avenue and the alley from 12:00 p.m. to 8:00 p.m. for additional outdoor seating for Grand River Brewery. On a voice vote – **MOTION CARRIED.**

APPOINTMENTS/ELECTIONS

None.

PUBLIC COMMENT ON NON-AGENDA ITEMS

Barry Wayne Adams spoke regarding the enforcement of mask wearing in Michigan and the government use of an executive order requiring the wearing of masks comes from military authority.

ADJOURNMENT

The meeting was adjourned at 7:45 p.m.

Joe Caron, Mayor

Trisha Nelson, City Clerk

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 01/01/2014 - 09/10/2020
 UNJOURNALIZED
 OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
20-07249	ACP INTERNATIONAL	MARKING FLAGS		133.25
1740266	AED SUPERSTORE	CARDIAC SCIENCE POWERHEART AED MOBILE RE 2021.050		3,186.00
27986	ALEXANDER CHEMICAL COR	BLANKET PO FOR CL2, SO2, SODIUM HYPOCHLO 2021.011		1,011.00
29200	ALEXANDER CHEMICAL COR	BLANKET PO FOR WATER TREATMENT PLANT 2021.008		4,651.50
ID7H-LYCN-P7NX	AMAZON BUSINESS	ACCT A1P4GM99HG1EO2 - ADJUSTABLE SHOWER		25.97
1JY9-Y6NM-3XYJ	AMAZON BUSINESS	ACCT A1P4GM99HG1EO2 - FIBER ELECTRICAL T		34.39
1VP1-WVVG-WVHH	AMAZON BUSINESS	ACCT A1P4GM99HG1EO2 - SHOPPING BAGS		18.39
640130	ANGEL TRAX	DART 5 - CAMERA SYSTEM		1,175.28
4624130-01	ANIXTER POWER SOLUTION	TERMINAL SOCKETS; 13 TERMINAL REINGLESS 2020.348		2,274.00
4670309-00	ANIXTER POWER SOLUTION	METERS		445.76
02250466531	AUTO VALUE MARSHALL	TRAILER BRIGHT		47.39
02250465303	AUTO VALUE MARSHALL	BATTERY		86.00
02250465703	AUTO VALUE MARSHALL	AIR FILTER/ CABIN AIR FILTER		46.33
02250465980	AUTO VALUE MARSHALL	AIR FILTER/FOAMY BRITE/RAINX/CLEAR		113.22
02250465912	AUTO VALUE MARSHALL	MALE PLUG - AUTO PARTS		14.95
02250465903	AUTO VALUE MARSHALL	POWER STEERING CAP/BRAKE FLUID		24.98
02250466257	AUTO VALUE MARSHALL	OIL/FILTER		53.70
02250466318	AUTO VALUE MARSHALL	SIMPLE GREEN/CAR WASH		15.58
02250465967	AUTO VALUE MARSHALL	STROBE LIGHT		64.98
02250465968	AUTO VALUE MARSHALL	OIL FILTER/MINI DRYER/REGULATOR/FEMALE B		96.95
02250466197	AUTO VALUE MARSHALL	AUTO REPAIR PARTS - FILTER/COUPLER/FLEXZ		136.48
02250466202	AUTO VALUE MARSHALL	BALL BEARING		149.89
02250466042	AUTO VALUE MARSHALL	CRIMPING TOOL/TRAILER END KIT		9.58
02250466113	AUTO VALUE MARSHALL	AIR TOOL/TRAILER BRIGHT		51.98
02250466557	AUTO VALUE MARSHALL	AUTO WASH/POLISH		11.28
02250466676	AUTO VALUE MARSHALL	WHEEL NUTS		17.04
02250466748	AUTO VALUE MARSHALL	EXT DEBURRER		49.99
02250466758	AUTO VALUE MARSHALL	DOMINATOR/LOAD CONTROLLER		341.98
0250466730	AUTO VALUE MARSHALL	CABIN AIR FILTER		26.48
02250466761	AUTO VALUE MARSHALL	EMERYCLOTH		18.38
2265152967	AUTO ZONE INC	OIL CAP - SQ12		5.78
2265153006	AUTO ZONE INC	CREDIT MEMO		(5.78)
21909-SR	BAILEY EXCAVATING INC	WATER SERVICE REPAIR 124 W. MICHIGAN 2021.069		3,089.00
1000206490	BALTIC NETWORKS USA	MIKROTIK INTERNATIONAL- RESIDENTIAL ROUT 2021.062		4,350.52
1000206432	BALTIC NETWORKS USA	MIKROTIK INTERNATIONAL- RESIDENTIAL ROUT 2021.031		1,657.82
P30447361	BATTERIES PLUS BULBS	BACK-UPS		69.95
P30193498	BATTERIES PLUS BULBS	35 WATT BULB		74.75
342910	BATTLE CREEK SHOPPER N	DART DISPATCH AD		76.03
0317001-IN	BEAVER RESEARCH CO	BLUE MAGIC		210.90
636356	BOSHEARS FORD SALES IN	OIL CAP FOR SQ12		29.11
6230	BUD'S TOWING & AUTOMOT	TIRES		621.52
32963	COBAN TECHNOLOGIES	IN CAR CAMERA SERVER MAINTENANCE		1,095.00
159711	D & D MAINTENANCE SUPP	GLOVES		36.80
159826	D & D MAINTENANCE SUPP	SERVICE/2 50' CORDS		73.15
159834	D & D MAINTENANCE SUPP	NOZZLE COVER		30.57
159887	D & D MAINTENANCE SUPP	JANITORIAL		578.92
572264	DARLING ACE HARDWARE	KEY/MASKING TAPE/TAPE MEASURE		57.15
570112	DARLING ACE HARDWARE	WIRE BRUSH		4.59
572348	DARLING ACE HARDWARE	CLAMPS		119.93
571583	DARLING ACE HARDWARE	OIL DRI/PAINT BRUSH/INSECT KILLER/SCREEN		87.57
571655	DARLING ACE HARDWARE	PATCH CONCRETE		19.99
571643	DARLING ACE HARDWARE	BROOM FOR RESCUER		23.99
571446	DARLING ACE HARDWARE	HP ULTRA 5G MIX CASE		179.99
571377	DARLING ACE HARDWARE	PHILP FL WD		4.99
571320	DARLING ACE HARDWARE	PIPE/CONNECTOR		3.35
571249	DARLING ACE HARDWARE	WALLBOARD/SILICONE/BBQ SPRAY		42.94
571732	DARLING ACE HARDWARE	CHAIN/GARDEN SPRAYER		71.32
571758	DARLING ACE HARDWARE	THERMOSTAT		19.99
571591	DARLING ACE HARDWARE	FLATHEAD SCREWDRIVER - METER DEPT		7.99
570950	DARLING ACE HARDWARE	CABLE TIES		23.17
570939	DARLING ACE HARDWARE	TOOL BOX/TIE DOWN		34.98
571816	DARLING ACE HARDWARE	PLUG/DRILL BIT/NUTS & BOLTS		43.53
571859	DARLING ACE HARDWARE	PVC FITTINGS/CONDUIT		27.94
572010	DARLING ACE HARDWARE	FILLER/SEALER/CAULK/SILICONE/FLEX TAPE		60.54
571947	DARLING ACE HARDWARE	CAULK/GLASS/SCREEN		59.97
571717	DARLING ACE HARDWARE	ALGAE GUARD		29.97
571890	DARLING ACE HARDWARE	VINYL REPAIR		9.99
571462	DARLING ACE HARDWARE	KEYS		9.56
571262	DARLING ACE HARDWARE	WASHER/MAG NUT		10.98
571457	DARLING ACE HARDWARE	LOCK WASHERS		17.78
572151	DARLING ACE HARDWARE	KITCHEN FAUCET		59.99
572099	DARLING ACE HARDWARE	CAULK/PAINT BRUSH SET		62.93
570000	DARLING ACE HARDWARE	TANK TO BOWL GASKETS/GLASS/SCREEN REPAIR		46.68
082920	DOUVILLE, ANDREW L	PAY FOR PERIOD ENDING 08/29/2020		1,561.61
3305504	EDWARDS INDUSTRIAL SAL	BORE W/KEYWAY/JAW COUPLING		31.28
110200062609	EJ USA INC	REPLACEMENT CASTING FOR STORM/SANITARY S 2021.028		1,602.63
INV202016980	EMERGENCY REPORTING	YEARLY REPORT WRITING PROGRAM RENEWEL 2021.065		3,167.60
S0013548	EMERGENCY VEHICLE PROD	REPAIRS TO RESCUE 12 2021.066		8,666.83
I107536	ERIC DALE HEATING & A/H	VAC REPAIR		679.66

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 01/01/2014 - 09/10/2020
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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
93884478	ESRI INC	ARC GIS ONLINE CREATOR TERM LICENSE	2021.029	2,000.00
MIBAT293714	FASTENAL COMPANY	DRILL SET		115.90
1222772	FIRST ADVANTAGE RESIDE	RESIDENT SCREENING		27.50
8062020FOUTN	FIVE STAR UNDERGROUND	SPRINKLER SERVICE - FOUNTAIN		100.00
8062020SBF	FIVE STAR UNDERGROUND	SPRINKLER MAINTENANCE - SOFTBALL FIELD		182.50
6192020	FIVE STAR UNDERGROUND	SPRINKLER SERVICE - ROCT BUILDING		90.00
8062020DT	FIVE STAR UNDERGROUND	SPRINKLER SERVICE - DOWN TOWN		75.00
8062020ISLND	FIVE STAR UNDERGROUND	SPRINKLER SERVICE - INSLANDS		75.00
8062020CP	FIVE STAR UNDERGROUND	SPRINKLER SERVICE - CARVER PARK		80.00
8062020GSTP	FIVE STAR UNDERGROUND	SPRINKLER SERVICE - GRAND STREET PARK		105.00
8062020FTN	FIVE STAR UNDERGROUND	SPRINKLER SERVICE - FOUNTAIN		95.00
8062020PSB	FIVE STAR UNDERGROUND	SPRINKLER SERVICE - PSB		120.00
7062020PUBS	FIVE STAR UNDERGROUND	SPRINKLER SERVICE - PUBLIC SAFETY		95.00
8062020INDR	FIVE STAR UNDERGROUND	SPRINKLER SERVICE - INDUSTRIAL DRIVE		145.00
8062020CH	FIVE STAR UNDERGROUND	SPRINKLER SERVICE - CITY HALL		75.00
8102020101	FOI LABORATORIES, INC	SULR, BTU, API & ASH		250.00
7076	FREDRICKSON SUPPLY	BAND-L;OK CLAMP		106.96
IN102008180101	FS.COM INC	TRANSIEVERS- BROCADE 10KM	2021.061	1,058.40
IN102008190199	FS.COM INC	TRANSIEVERS- BROCADE 10KM	2021.061	793.80
82201	G&W DISPLAY FIXTURES,	DOOR PULLS		66.00
20-08185	GARAGE DOORS UNLIMITED	SERVICE SOUTH GATE		70.00
20-08165	GARAGE DOORS UNLIMITED	SERVICE MENS BATHROOM DOOR - KETCHUM PAR		125.00
20-08164	GARAGE DOORS UNLIMITED	SERVICED WOMENS BATHROOM DOOR - CITY HAL		75.00
704527	GENUINE CUSTOMS & DETA	FULL DETAIL - EXPLORER		160.00
9618122809	GRAINGER	CREDIT MEMO		(203.68)
1390676453	GRAINGER	CREDIT		(203.68)
9611632440	GRAINGER	PRINZING LOCKOUT KIT		224.77
20200544	GRP ENGINEERING INC	ENGINEERING SERVICES FOR PEARL STREET SU2020.281		6,817.30
21072115	GUARDIAN ALARM	ALARM FOR MRLEC		165.00
16845	GUTTERS R US LLC	PEST CONTROL		200.00
12065294	HACH COMPANY	LAB SUPPLIES		65.69
16396163	HERITAGE-CRYSTAL CLEAN	50/50 PREMIX		213.06
81293	HERMANS MARSHALL HARDW.	GFI COVER		8.49
100898	HOFFMAN AG SERVICE, LT	24D/CROSSBOW		163.38
121275	HOLLAND SUPPLY INC	BIOLOGICAL SOLUTION		147.90
27516	HUNTER PRELL COMPANY	SPRINKLER SYSTEM INSPECTION		225.00
0058602-IN	HYDROCORP	CROSS CONNECTION		865.00
3069010714	IDEXX DISTRIBUTION COR	LAB QA/QC SUPPLIES		1,197.63
3069923153	IDEXX DISTRIBUTION COR	VESSELS - LAB SUPPLIES		698.85
M29382	IMPACT SOLUTIONS	WINDOW ENVELOPE		15.00
20-2776	IMS ALLIANCE	EMERGENCY MANAGEMENT		419.00
8172020	ISAAC & SONS	SEMI-ANNUAL HALLWAY FLOOR CLEANING	2021.074	2,395.00
08172020	ISAAC & SONS	APT 307 & APT 408		70.00
17730	J AND K PLUMBING SUPPL	PVC ELBOW		5.96
17782	J AND K PLUMBING SUPPL	CLOSET BOWL CUSHION		12.08
17789	J AND K PLUMBING SUPPL	SINK STRAINER WASHERS		1.78
17907	J AND K PLUMBING SUPPL	PVC/ COUPLER		28.80
17913	J AND K PLUMBING SUPPL	CHROME ANGLE STOPS		12.42
1355437	J. HARLEN CO., INC.	BUCKET HOOK/TOOL APRON		93.50
7792957	J.C. EHRLICH	PEST CONTROL		224.67
7686271	J.C. EHRLICH	PEST CONTROL		77.00
2432PEAL9R05	KENT POWER INC	CONTRACTED LABOR FOR PEARL STREET SUBST	2020.284	89,353.22
2432PEAL9P04	KENT POWER INC	CONTRACTED LABOR FOR PEARL STREET SUBST	2020.284	236,964.46
37012	LAKELAND ASPHALT CORP	BITUMINOUS AGGREGATES		137.20
37099	LAKELAND ASPHALT CORP	BITUMINOUS AGGREGATES		120.96
36978	LAKELAND ASPHALT CORP	BITUMINOUS AGGREGATES		121.52
36960	LAKELAND ASPHALT CORP	BITUMINOUS AGGREGATES		241.92
36937	LAKELAND ASPHALT CORP	BITUMINOUS AGGREGATES		210.00
36924	LAKELAND ASPHALT CORP	BITUMINOUS AGGREGATES		176.40
341265	LIFELOC TECHNOLOGIES	PBT STRAWS		35.00
8202020	MARSHALL FEED & GRAIN	GRASS SEED		87.50
54840	MCNALLY ELEVATOR COMP	MAINTENANCE AUGUST 2020 - OCTOBER 2020		686.80
4791	MCR PERFORMATNCE SOLUT	TRANSMISSION VALUATION STUDY	2021.059	1,842.75
S4706487.002	MEDLER ELECTRIC COMPAN	'6' CONDUIT AND ELBOWS FOR PEARL ST SUBST	2021.063	1,893.38
S4706487.003	MEDLER ELECTRIC COMPAN	'6' CONDUIT AND ELBOWS FOR PEARL ST SUBST	2021.063	5,572.04
S4719369.001	MEDLER ELECTRIC COMPAN	'6' CONDUIT AND ELBOWS FOR PEARL ST SUBST	2021.063	2,077.80
S4706487.004	MEDLER ELECTRIC COMPAN	CANTEX PVC		420.00
913095140-082920	MICHIGAN STATE DISBURS	CASE #913095140 DOUVILLE, ANDREW		38.39
77112002	MSC INDUSTRIAL SUPPLY	SAFETY VESTS		38.94
20-1320	NATESCAPES	PLAYGROUND MULCH		380.00
100300	O'LEARY WATER CONDITIO	WATER DELIVERED		45.00
4788-258417	O'REILLY FIRST CALL	FILLER/SPREADER		14.09
0663	OERTHERS	MULCH FOR CINDY CIRCLE/ WEED KILLER		380.69
0666	OERTHERS	STRAW		17.67
1720503	OFFICE 360	CLIPBOARDS		11.34
1719765	OFFICE 360	FOLDER		5.99
1725075	OFFICE 360	PAPER		32.99
1730981	OFFICE 360	CALCULATOR RIBBON		6.32
1725098B1	OFFICE 360	PENCIL		3.67

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
1725098	OFFICE 360	CHAIRMAT/PAPER		238.96
1721120	OFFICE 360	INSECTICIDE/SHOE COVERS		7.22
1727847	OFFICE 360	STICK - IT NOTES/RUBBERBANDS		7.98
1727869	OFFICE 360	FILE FOLDER		22.84
514941	PEERLESS MIDWEST INC	ANNUAL WELL TESTING	2021.075	945.00
7007214-00	POWER & TELEPHONE SUPP	CLIP FLEX CAT 3		477.67
7036605-00	POWER & TELEPHONE SUPP	DROP CLAMPS		330.71
56494595	POWER LINE SUPPLY	SECTION #3 ASSY FOR EV-30		58.00
56495952	POWER LINE SUPPLY	GLOVES		50.24
56496446	POWER LINE SUPPLY	DUCT SEAL		50.55
56496447	POWER LINE SUPPLY	WEDGE DEADEND		178.74
56492106	POWER LINE SUPPLY	SHORT STRAIN		238.97
56492104	POWER LINE SUPPLY	ARRESTER LUG		278.88
56492105	POWER LINE SUPPLY	SHORT STRAIN		119.50
56492103	POWER LINE SUPPLY	3 WIRE RACK		683.10
56493985	POWER LINE SUPPLY	PG SERVICE CLAMP		163.01
1225	PURE FENCE LLC	ATHLETIC FIELD DUG OUTS PROJECT	2021.073	44,988.00
20-2372	QUALITY EXCAVATORS, INC	SAND		468.00
794898-00	RESCO	WASHERS		297.00
794899-00	RESCO	WASHERS		87.00
152945	RIVERSIDE INTEGRATED S	SERVICE SYSTEM AT MRLEC		503.68
4494-8	SHERWIN-WILLIAMS	UNITS 422 & 423 COMPLETE VINYL PLANK	2021.078	2,810.19
4493-0	SHERWIN-WILLIAMS	UNITS 422 & 423 COMPLETE VINYL PLANK	2021.078	2,859.43
9935	SIGNWORLD CONCEPTS	VEHICLE STRIPING		160.00
1694217	STANTEC CONSULTING MIC	WATER RELIABILITY STUDY UPDATE	2021.009	1,104.75
1694301	STANTEC CONSULTING MIC	WATER METER AMI RFP- REBID JULY 2020	2021.027	1,474.75
1694219	STANTEC CONSULTING MIC	GIS ENHANCEMENTS- PREPARATION FOR ASSET 2020.304		1,427.75
5272958	TOSHIBA AMERICA BUSINE	MRLEC COPIER		105.06
154 0099032	UNIFIRST CORPORATION	WASTE WATER UNIFORMS		31.43
154 0099035	UNIFIRST CORPORATION	POWER HOUSE UNIFORMS		60.62
154 0099037	UNIFIRST CORPORATION	MARSHALL HOUSE UNIFORMS		39.87
154 0099036	UNIFIRST CORPORATION	WATER UNIFORMS		29.18
154 0098451	UNIFIRST CORPORATION	WASTE WATER UNIFORMS		31.43
154 0098454	UNIFIRST CORPORATION	POWER HOUSE UNIFORMS		52.87
154 0098456	UNIFIRST CORPORATION	MARSHALL HOUSE UNIFORMS		39.87
154 0098455	UNIFIRST CORPORATION	WATER UNIFORMS		29.18
154 0099598	UNIFIRST CORPORATION	WASTE WATER UNIFORMS		31.43
154 0099601	UNIFIRST CORPORATION	POWER HOUSE UNIFORMS		52.87
154 0099603	UNIFIRST CORPORATION	MARSHALL HOUSE UNIFORMS		39.87
154 0099602	UNIFIRST CORPORATION	WATER UNIFORMS		70.18
154 0099599	UNIFIRST CORPORATION	DPW GARAGE UNIFORMS		59.65
154 0099600	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		193.98
154 0098452	UNIFIRST CORPORATION	DPW GARAGE		59.65
154 0098453	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		198.98
154 0099033	UNIFIRST CORPORATION	DPW GARAGE UNIFORMS		59.65
154 0099034	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		188.98
318653	USA BLUEBOOK	LAB SUPPLIES		549.30
AUG 2020	WOLFERSBERGER, PAM	FARMERS MARKET MANAGER - AUG 2020		850.00
GRAND TOTAL:				466,926.14

**MICHIGAN SOUTH CENTRAL POWER AGENCY**

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

INVOICE MONTH: July, 2020
INVOICE DATE: 8/14/2020
DUE DATE: 8/29/2020
TOTAL AMOUNT DUE: \$1,028,837.42

MARSHALL CITY ELECTRIC DEPARTMENT
323 WEST MICHIGAN AVENUE
MARSHALL, MICHIGAN 49068
ATTN TOM TARKIEWICZ

MSCPA Member Power Billing - July, 2020

Total Power Charges:	\$827,946.81
Transmission / Capacity / Ancillary Services:	\$176,947.02
Total Other Charges:	\$10,072.71
Total Miscellaneous Charges:	\$13,870.87

TOTAL CHARGES	\$1,028,837.42
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NOTE: PLEASE SEE ENCLOSED BACKUP FOR ADDITIONAL DETAIL

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

Notes:

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APPROVAL LIST FOR CITY OF MARSHALL
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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
340114	AD-VISOR & CHRONICLE	ADVERTISER - 6100458		357.22
269781907008JULY	AT&T MOBILITY	ACCT 26978190705731		139.31
269789901108JULY	AT&T MOBILITY	ACCT 26978990115991		163.67
269781444708JULY	AT&T MOBILITY	ACCT 26978144477494		676.51
20-1997657	BUD'S TOWING & AUTOMOT	INVOICES 26971 & 27873		85.00
08/13/2020	CARVEY JR, THURYL	UB refund for account: 3202520031		71.17
46697	CITY OF COLDWATER	HAROLD JENKINS - JULY - SAFETY		175.00
202173433667	CONSUMERS ENERGY	ACCT 103018521130		896.94
8102020	DAMON, PHIL	OUTERWEAR/BOOT ALLOWANCE REIMBURSEMENT		151.69
8062020	EVERGREEN RESORT	HOTEL STAY - LINEMAN SCHOOL - MIKE FULLE		409.50
81039	HERMANS MARSHALL HARDW.	WATER PLANT SUPPLIES		34.48
81012	HERMANS MARSHALL HARDW.	CLEANER/BLADE/SAW PACK/ADHESIVE		40.94
81062	HERMANS MARSHALL HARDW.	CARPET CLEANER/LEVER/BRACKETS/KEY MARKER		29.69
81047	HERMANS MARSHALL HARDW.	NAILS/MASON LINE/CLR/NOZZLE/BOILER DRAIN		136.93
81067	HERMANS MARSHALL HARDW.	CLR/SANDING SPONGE/STENCIL/HOSE REPAIR		75.95
24242	HUNTINGTON NATIONAL BAN	ACCT# 3584098502 - ADMIN FEES		500.00
14673	MIDWEST COMMUNICATION	LABOR AND MATERIALS TO REPAIR MST AT 215 2021.051		1,835.48
1488870	MILLER CANFIELD PADDOC	LEGAL SERVICES THROUGH JULY 31		598.50
08/13/2020	MOON, MARK	UB refund for account: 2402330019		150.57
63020	PARKS COMMUNICATION	SO SURVEY CITY PHONE SYSTEM		750.00
08/13/2020	PHELPS, RYAN	UB refund for account: 3004470047		58.85
7302020	QUADIENT FINANCE USA,	ACCT 7900 0440 5582 9307 - POSTAGE		3,000.00
08/13/2020	SAMSON, TIMOTHY	UB refund for account: 1802720007		52.74
8102020	TOLLGATE GARDENS	SNAP PROGRAM REIMBURSEMENT		57.00
24 -STREET	TOP TO BOTTOM TREE SER	TREE TRIMMING AUG 3-9		1,696.00
9859901008	VERIZON WIRELESS	ACCT 987146080-00001		1,245.08
66896513	WEX BANK	ACCT 0470-00-462076-1		5,969.42
8102020	WILLOW GARDEN	WIC/SNAP/DUFB/SR FRESH REIMBURSEMENT		81.00
8022020	WOW! INTERNET-CABLE-PH	ACCT 010040764		1,363.05
2205555	XEROX FINANCIAL SERVIC	CONTRACT NUMBER - 010-0069580-001		1,450.84
GRAND TOTAL:				22,252.53

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APPROVAL LIST FOR CITY OF MARSHALL
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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
1500	ACTIVE911, INC	SUBSCRIPTION		390.00
5354	ASPEN WIRELESS	TECH SUPPORT FOR FIBERNET. \$8.75/CUSTO	2021.018	12,232.50
287290494544X08142	AT&T MOBILITY	ACCT 287290494544		42.46
BLU-10398	BLU FISH CONSULTING,	DIGITAL AD NETWORK 7/1-7/31		605.00
2020SUMRADVAL#1	CALHOUN COUNTY TREASU	2020 SUMMER DIST AD VALOREM #1		247,683.03
2020SUMRADVALOREM#	CALHOUN INTERMEDIATE	2020 SUMMER DIST AD VALOREM #1		68,180.53
82020	COATES, ANDREW	KAYAK ATTENDANT		60.00
201718350439	CONSUMERS ENERGY	ACCT 103013521119		16.40
205277996665	CONSUMERS ENERGY	ACCT 103018520884		14.00
206523660225	CONSUMERS ENERGY	ACCT 103015800248		105.09
204477075459	CONSUMERS ENERGY	ACCT 100009163203		16.40
202964209108	CONSUMERS ENERGY	ACCT 100009163708		14.00
202964209107	CONSUMERS ENERGY	ACCT 100009163435		88.06
206523664162	CONSUMERS ENERGY	ACCT 100072243312		20.58
201451372563	CONSUMERS ENERGY	ACCT 100000335602		221.62
204922059409	CONSUMERS ENERGY	ACCT 100007594680		24.16
206167857610	CONSUMERS ENERGY	ACCT 100067101772		14.00
206167857897	CONSUMERS ENERGY	ACCT 103009157670		18.50
202964209109	CONSUMERS ENERGY	ACCT 100009163971		91.16
8172020	CRT, INC	NEW SQL SERVER 2019 STANDARD - 2 CORE -	2021.064	2,908.00
8142020	DUDA, ERIC	JMAP APPRENTICESHIP		117.48
08/19/2020	ECKHART, BONNIE	UB refund for account: 3005980048		76.32
8102020	FULLER, MIKE	JMAP APPRENTICESHIP TRAVEL REIMBURSEMENT		165.81
8162020	GREENER GRASS FARMS	SNAP REIMBURSEMENT		35.00
8142020	HARRIS, JANNA	ENERGY OPTIMIZATION - FURNACE AND AC		210.00
8142020	HAWLEY, BRADLEY	BOOT ALLOWANCE REIMBURSEMENT		127.19
8162020	HAZEL FAMILY FARM	DUFBI REIMBURSEMENT		20.00
84913	HERMANS MARSHALL HARD	CLIPS/KEYS/BRACKETS/SCREWS		18.69
8192020	HERMANS MARSHALL HARD	ELECTRIC REIMBURSEMENT FOR CLOCK USAGE		524.22
2020SUMRADVAL#1	KELLOGG COMMUNITY COL	2020 SUMMER DIST AD VALOREM #1		39,356.61
8142020	LANG, CHARLES	ENERGY OPTIMIZATION - LED LIGHTING		210.00
1720997-20200731	LEXISNEXIS RISK DATA	INTEL DATABASE		100.00
1720997-20200430	LEXISNEXIS RISK DATA	APRIL INTEL DATABASE		100.00
8102020CR	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 4860 - CHRISTY RAMEY		415.41
8102020JM	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 9156 - JUSTIN MILLER		500.00
8102020TT	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 7681 - TOM TARKIEWIC		442.19
8102020JB	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 9784 - JON BARTLETT		1,221.77
8102020	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 3431 - TRAVEL		954.84
8102020EZ	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 2217 - ERIC ZUZGA		319.23
2020SUMRADVALOREM#	MARSHALL DISTRICT LIB	2020 SUMMER DIST AD VALOREM #1		36,348.20
2020SUMRADVALOREM#	MARSHALL PUBLIC SCHOO	2020 SUMMER DIST AD VALOREM #1		177,231.28
08/19/2020	MCKEEN, DENNIS	UB refund for account: 3100240003		292.04
85487	MERIT NETWORK INC.	ADDITIONAL BANDWIDTH - MAY 2020		1,260.00
8142020	MKD - MICHIGAN KITCHEN	ENERGY OPTIMIZATION - LED LIGHTING		600.00
5100979208.001	PEPCO	STRUCTURAL STEEL FOR PEARL ST SUBSTATION	2020.199	79,638.20
08/19/2020	REITH-RILEY	DEPOSIT REFUND MINUS BILLED USAGE		441.00
8142020	SALOW, ALEXIS	ENERGY OPTIMIZATION - LED LIGHTING		35.00
8142020	SCHIPPER, CLINT	JMAP APPRENTICESHIP SCHOOL TRAVEL REIMB		184.83
8182020	SHEPHERD, MARCIA	UNIT CLEANING - APT 307		125.00
1646954	STANTEC CONSULTING MI	ELECTRIC METER AMI RFP	2020.306	846.00
200978	TELNET WORLDWIDE	ACCT 8948		1,979.81
25 - STREETS	TOP TO BOTTOM TREE SE	LINE CLEARANCE - 716 GORHAM STREET		636.00
25	TOP TO BOTTOM TREE SE	ELECTRIC LINE CLEARANCE (3-PERSON \$106	2021.058	2,650.00
530360870	UTILITIES INSTRUMENTA	HYDRO TRIP REPAIR		1,360.00
3038	WESTSIDE SOLUTIONS	CHARGEPOINT CT4021-GW VEHICLE CHARGING	2021.032	32,318.00
3039	WESTSIDE SOLUTIONS	CHARGEPOINT CT4021-GW VEHICLE CHARGING	2021.032	32,773.00
8162020	WILLOW GARDEN	DUFBI REIMBURSEMENT		16.00
72911177	WINDSTREAM	ACCT 205599191		84.13
GRAND TOTAL:				746,478.74

APPROVAL LIST FOR CITY OF MARSHALL
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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
52317659	JENNIFER KULIKOWSKI	INDUSTRIAL PARK CIRCLE MAINTENANCE	2020.361	250.00
197141-1	5 ALARM	MSA TWIN CARTRIDGE AND FILTERS FOR P100'	2020.338	1,897.22
524	ACKER, ANN	MACKINAC TRIP CANCELLATION REFUND		580.00
525	ACKER, ANN	MACKINAC TRIP CANCELLATION REFUND		450.00
526	ACKER, ANN	MACKINAC TRIP CANCELLATION REFUND		450.00
520	BECKY BAKLUND	MACKINAC TRIP CANCELLATION REFUND		250.00
521	BECKY BAKLUND	MACKINAC TRIP CANCELLATION REFUND		175.00
522	BECKY BAKLUND	MACKINAC TRIP CANCELLATION REFUND		160.00
523	BECKY BAKLUND	MACKINAC TRIP CANCELLATION REFUND		160.00
529	BURNS, MARCIA	ADULT SOFTBALL REFUND		362.00
518	BURNS, MARTHA	MACKINAC TRIP CANCELLATION REFUND		190.00
517	BURNS, MARTHA	MACKINAC TRIP CANCELLATION REFUND		185.00
516	BURNS, MARTHA	MACKINAC TRIP CANCELLATION REFUND		340.00
519	BURNS, MARTHA	MACKINAC TRIP CANCELLATION REFUND		150.00
8282020	CALHOUN COUNTY TREASUR	JBOR PRE CHARGE BACKS		102.91
8282020	CALIFORNIA FIRST NATION	2020JBOR - PARTIAL REFUND FOR 2019 PERSO		3,044.64
01-485180	CARLETON EQUIPMENT COM	REPAIR TOOL CAT	2021.070	12,992.38
08/27/2020	CARLTON, PATRICIA	UB refund for account: 1600260030		88.22
8122020	CARRIS, STEVE	PAINTING - UNIT 307		350.00
08/27/2020	COLLEEN KELLEY	UB refund for account: 2068		50.00
08/27/2020	DIANE KELLOGG	UB refund for account: 251		64.00
8212020	DUDA, ERIC	JMAP APPRENTICESHIP CLASS WEEK 2		115.68
531	GINGERICH, LISA	ADULT SOFTBALL REFUND		300.00
527	GRAHAM, CATHERINE	MACKINAC TRIP CANCELLATION REFUND		3,020.00
528	GRAHAM, CATHERINE	MACKINAC TRIP CANCELLATION REFUND		600.00
3691906	HOME DEPOT CREDIT SERV	SLIDE BAR		44.17
08/27/2020	JOHNSON, LARRY & QUICK	UB refund for account: 1801980028		16.60
8102020MD	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 4353 - MARGUERITE DAV		10.20
8102020SMCD	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 4217 - SCOTT MCDONALD		938.34
8282020	MARSHALL COMMUNITY CU	PROPERTY TAX REFUND - OVERPAYMENT/DUPLIC		4,249.46
84593	MERIT NETWORK INC.	ADDITIONAL BANDWIDTH FEES 2000 MBPS TO 2020.302		3,024.00
14671	MIDWEST COMMUNICATION	LABOR AND MATERIALS TO REPAIR STORM DAMA	2021.072	1,635.48
14672	MIDWEST COMMUNICATION	LABOR AND MATERIALS TO REPAIR STORM DAMA	2021.072	3,306.02
08/27/2020	MINA GARZA	UB refund for account: 1749		42.26
08/27/2020	REID, JEFFERY & JANE	UB refund for account: 156		50.00
8212020	SCHIPPER, CLINT	JMAP APPRENTICESHIP WEEK 2		150.51
8192020	SHEPHERD, MARCIA	UNIT CLEANING - 103		125.00
08/27/2020	SHERRY OBERLIN	UB refund for account: 316		62.90
4195-1	SHERWIN-WILLIAMS	PLANK FLOORING IN UNITS 310 & 204	2021.056	2,594.42
4196-9	SHERWIN-WILLIAMS	PLANK FLOORING IN UNITS 310 & 204	2021.056	2,717.23
3500-3	SHERWIN-WILLIAMS	PAINT		65.55
530	SMITH, JOANNA	ADULT SOFTBALL CANCELLATION REFUND		300.00
591-10515330	STATE OF MICHIGAN	RAIL AGREEMENTS - LEASE PAYMENT		460.00
CARE15591REIM20001	STATE OF MICHIGAN	MDOT00235 - MILLING/ASPHALT/SIDEWALK MIC		5,095.42
761-10516921	STATE OF MICHIGAN EGLE	TESTING		493.00
08/27/2020	TIM GALINIS	UB refund for account: 2174		50.00
T-072720-0	TJM SCIENTIFIC	MARSHALL HOUSE - SANITIZER		931.80
26	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$106/2021.058		3,392.00
GRAND TOTAL:				56,081.41



ADMINISTRATIVE REPORT
September 8, 2020 – CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

FROM: Marguerite Davenport, Director of Utilities
Aaron Ambler, Water Superintendent
Tom Tarkiewicz, City Manager

SUBJECT: Water Meter Replacement Project

BACKGROUND: As part of the City's Asset Management Program, a condition assessment on the existing water meter infrastructure determined that the City's water/sewer meters were in need of replacement. Approximately seventy percent (70%) of the City's water/sewer meters are older than 15 years. American Water Works Association (AWWA) standards show that meters lose accuracy after 10 years of use. An aging meter will affect the Water Department's revenue, through inaccurate readings, and performance by negatively influencing water loss calculations.

Industry standards and technology have significantly changed since the last major meter replacement project in the City. Through various professional development conferences and recommendations, City staff researched the benefits of an automated reading system and worked with Stantec Consulting to prepare bids for meters, materials and installation. This system enables the City to read any meter in the City at any single moment through the use of a radio system. The system also collects informative data and sends alarms for specific use conditions that indicate a leak or problem at a location.

Stantec Consulting of Ann Arbor, MI, having completed several of these projects throughout the state was contracted to create and issue construction documents and specifications for bid on behalf of the City. The bids documents purposely allowed for flexibility on the City's behalf for several reasons. The first of these reasons was the requirement that the radio system be open so that future expansion into other departments (electric) could be obtained. The second of these was that the industry is seeing significant cost variance in large format meters. The bid documents were set up so that the City can pick the best of the options A – F listed below.

The original installation costs were estimated to be \$1,400,000. Bids were received from two companies, ETNA Supply and Hydro Corp on August 17, 2020, in the following amounts:

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

Bid Sec.	Subject	ETNA Supply	Hydro Corp	Recommendation	
A	Small Form Meters	\$895,360.00	\$963,976.80	ETNA	\$895,360
B	Large Form Meters	\$831,090.00	\$209,767	HydroCorp ETNA (pit rec.)	\$209,767 \$2,250
C	Spare Water Meters	\$16,390.00	\$7,642.51	BOTH	\$7,479
D	Support Hardware and Software	\$73,845.00	\$146,7542.89	ETNA	\$73,845
E	Radio System	\$80,000.00	\$110,151.76	ETNA	\$80,000
F	General	\$45,000.00	\$45,565.37	ETNA	\$45,000
Total					\$1,313,701

Due to the expansive and technological aspect of this project the City sought an installation oversight proposal from Stantec Consulting located in Ann Arbor, MI. The proposal includes pre installation tasks, such as submittal review and public outreach support as well as project administration and observation. The submitted proposal for installation services totaled \$46,600.

RECOMMENDATION: It is recommended that City Council approve the bid from ETNA Supply of Grand Rapids MI, in an amount of \$1,103,934.00 for the installation of residential, commercial, and industrial water/sewer meters and radio reading software/hardware. It is also recommended to approve the bid from Hydro Corp of Troy MI, for the purchase of Large Form water/sewer meters in the amount of \$209,767.00. It is recommended to approve installation services from Stantec Consulting of Ann Arbor MI in an amount of \$46,600.00. The project cost is \$1,360,301 with a contingency of \$139,699.00, resulting in a total funded amount of \$1,500,000. With this total project cost, staff also request Council approval for a budget amendment in the amount of \$750,000 for account 591-900-970.32 Capital Outlay – Water Meter AMI Project (\$750,000 budget already approved by Council).

FISCAL EFFECTS: This project will be funded from the July 2019, Water Bond Issue with 50% of the project paid for by the Wastewater Fund via transfers out.

ALTERNATIVES: As suggested by City Council.

CITY GOAL CLASSIFICATION:

GOAL AREA 4 – INFRASTRUCTURE

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

Respectfully Submitted,



Marguerite Davenport
Finance Director



Aaron Ambler
Water Superintendent



Tom Tarkiewicz
City Manager



ADMINISTRATIVE REPORT
September 8, 2020 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

FROM: Marguerite Davenport, Director of Public Services
Alec Egnatuk, Wastewater Superintendent
Tom Tarkiewicz, City Manager

SUBJECT: WWTP Clarifier Rehabilitation Engineering Services

BACKGROUND: The 2008 Wastewater Treatment Plant Facilities Plan outlined upcoming improvements required to keep the plant and equipment operating effectively. Per this plan, rehabilitation of the primary and secondary clarifiers is scheduled for FY 2021 and FY 2023. The primary clarifiers are the main solids and grease removal mechanism at the plant while the secondary clarifiers function to return activated sludge to the treatment process chain and are integral in producing clean effluent. The RFP for engineering services was organized so that an assessment phase, design phase, and bidding phase are explicitly outlined. This, along with involving the City's manufacturer's representative early on in the project, has set the department up for a successful but flexible project based on the assessment phase of the work.

Six proposals were received on August 27, 2020 for the work as follows:

IMEG – Process Results	Saline, MI	\$25,500
Stantec	Ann Arbor, MI	\$26,148
Jones & Henry	Kalamazoo, MI	\$39,375
Prein & Newhof	Grand Rapids, MI	\$44,000
Moore & Bruggink	Grand Rapids, MI	\$71,900
Wightman	Allegan, MI	\$135,390

City Staff is recommending Stantec Consulting based on their previous experience with the City and knowledge of the WWTP. The review of the IMEG proposal did not reflect adequate experience and their description of their approach to the project scope was not clear. The Wastewater Department's CIP has \$1,300,000 in costs associated with this project in Fiscal Years 21-25. The design costs were expected to be \$50,000 to \$70,000 based on the estimated construction costs and duplicity of the clarifiers.

RECOMMENDATION: It is recommended that City Council accept the proposal for this work and award the project to Stantec Consulting of Ann Arbor, MI in the amount of \$26,148.

FISCAL EFFECTS: To authorize a contract in the amount of \$26,148 with an additional contingency amount of \$2,852 for a total of \$29,000 to be expensed from the Wastewater Department Capital budget line item, 590-900-970.00.

CITY GOAL CLASSIFICATION: GOAL AREA 4. INFRASTRUCTURE

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

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

Marguerite Davenport
Director of Public Services

Alec Egnatuk
Wastewater Superintendent

Tom Tarkiewicz
City Manager

23 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

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Administrative Report
September 8, 2020 – City Council Meeting

REPORT TO: Honorable Mayor and City Council Members

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

SUBJECT: Marshall House Video Intercom Project

BACKGROUND: Marshall House has identified an upgrade of its intercom system to a new video-based system as a priority in the current fiscal year. An RFP Was released and the following bids received:

Company	City	Amount
Indiana Electronics	Mishawaka, IN	\$149,880.00
MOSS	Grand Rapids, MI	\$154,290.22
Allied	Wyoming, MI	\$162,612.30
AOB Security	Farmington Hills, MI	\$178,013.00

During the bid process, a new IP based system was introduced on the market. This technology is superior to the system that was bid and City staff suggests moving to that technology. The following bids were received for that technology.

Company	City	Amount
Indiana Electronics	Mishawaka, IN	\$162,180.00
MOSS	Grand Rapids, MI	\$171,689.93

RECOMMENDATION: Award the contract to Indiana Electronics for \$162,180, with a contingency of \$8,109 (5%) for a total of \$170,289.

FISCAL EFFECTS: This project was budgeted for in the 2020-2021 Budget and is within the amount budgeted. Funding will come from the Marshall House Capital Replacement Reserve Fund 536-700-970.06.

ALTERNATIVES: As determined by Council.

Respectfully submitted,

Eric Zuzga
Director of Special Projects

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

F 269.781.3835

cityofmarshall.com



ADMINISTRATIVE REPORT
SEPTEMBER 8, 2020 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and Council Members

FROM: Ed Rice, Director of Electric Utilities
Tom Tarkiewicz, City Manager

SUBJECT: After-Hour Call Center Agreement with NeoNova
Network Services, LLC

BACKGROUND: Marshall Electric, FiberNet, Water, Wastewater and Streets rely on a contracted call center to answer after-hour customer trouble calls. Marshall had contracted with the Coldwater Board of Public Utilities (CBPU) to administer after hour calls. Marshall was given a preliminary advanced notice in May, 2020 that the CBPU was analyzing contracting their after-hour call center activities and would no longer provide after hour call center support to Marshall commencing late in 2020. CBPU sent Marshall an official notice of curtailment on July 29, 2020 with an October 31, 2020 end date. During the advance notice the CBPU indicated that they were in discussions with NeoNova Network Services, LLC for their after-hour call center coverage and that Marshall may also desire to enter into discussions with NeoNova.

Since the introduction to NeoNova by the CBPU, Marshall has been in discussions with Neo Nova to determine their suitability and qualifications to perform after hour call activities for Marshall. NeoNova is headquartered in Cedar Rapids, IA with major call centers also in Raleigh, NC and Huntsville, AL. They provide after-hour call center coverage to over 400 member organizations serving 1,500,000 individual customers and are focused mainly on Rural Electric Associations and Municipalities. They offer a myriad of call center options from which each member may choose from for their specific requirements.

City Staff has determined that NeoNova offers a proper and experienced technical call center operation to satisfy the needs of the City at a reasonable price.

RECOMMENDATIONS: It is recommended by City staff that the City Council approve entering into a sole source three (3) year contract with NeoNova at a fee of \$1,000 per month for after-hour utility call center operations and authorize the City Clerk to sign the agreement.

FISCAL EFFECTS: The City is currently paying the CBPU \$1200 per month for after-hour call coverage. Entering into the agreement would, reduce the expense by \$7200 over the three years of the agreement.

323 W. Michigan Ave.

Marshall, MI 49068

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- ALTERNATIVES:**
- 1) Hire an additional (4) staff to develop an internal after-hour call operation at a cost of \$200,000.
 - 2) Do not take after-hour calls to save \$12,000/yr.
 - 3) Explore the availability of other call centers.
 - 4) As suggested by City Council.

CITY GOAL CLASSIFICATION: GOAL AREA IV -- INFRASTRUCTURE

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

Respectfully Submitted,



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



Tom Tarkiewicz
City Manager



NeoNova Network Services, LLC
MASTER SERVICES AGREEMENT

Version: 3.4

This MASTER SERVICES AGREEMENT (this "Agreement"), dated as of August 7, 2020, (the "Effective Date"), is by and between NeoNova Network Services, LLC, a Delaware limited liability company with offices at 1201 Edwards Mill Road, Suite 102, Raleigh, NC 27607 ("NeoNova"), and City of Marshall, a Michigan organization with offices at 900 Marshall Ave, MI 49068 ("Affiliate") (each a "Party" and collectively the "Parties"). For and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Master Agreement. This Agreement is a master agreement. From time to time during the term of this Agreement, NeoNova and Affiliate may execute Service Orders under this Agreement. Each Service Order (including all terms and conditions set forth therein) shall become part of, and be subject to all terms of, this Agreement. NeoNova will not be obligated to provide any Services until the execution of an agreed Service Order under this Agreement.

2. Services

a. Subject to the terms of this Agreement, NeoNova shall provide the Services described in agreed Service Orders throughout the applicable Service Order Term (except during Excused Outages). The Services are provided to Affiliate solely for the benefit of Affiliate, and Affiliate agrees not to resell or otherwise provide the Services to others (other than its Subscribers) on a service bureau basis.

b. NeoNova shall notify Affiliate (which notice may be by e-mail) when a Service is ready for Affiliate's use. Affiliate may conduct any reasonable tests of such Service for three (3) business days after receipt of NeoNova's notice to confirm that the Service is functioning properly. Unless Affiliate provides written notice to NeoNova within such time period that the Service is not functioning properly, Affiliate shall be deemed to have accepted the Service and the term of the Service Order will begin on the date that NeoNova provided notice to Affiliate that the Service was ready (the "Activation Date"). In the event that Affiliate notifies NeoNova within the time period stated above that the Service is not functioning properly and provides supporting details, then NeoNova shall correct any deficiencies and deliver a new Service activation notice to Affiliate. The procedure described in this paragraph shall be repeated until Affiliate accepts such Service.

c. Affiliate shall provide NeoNova with all reasonably requested information, documentation, assistance, and/or access to Affiliate resources, in a form reasonably specified by NeoNova and by the dates specified, so that NeoNova can implement and provide the Services. This assistance may include providing Subscriber and other user information needed to better support users and to process invoices. If there are errors in supplied information or documentation, and such errors materially affect NeoNova performance hereunder, then any associated costs shall be the responsibility of Affiliate, provided NeoNova has notified Affiliate before any additional costs are incurred.

d. Affiliate acknowledges that NeoNova may from time to time reasonably modify a Service and add, change, or delete features of a Service, so long as the core functionality of the Service remains in place. NeoNova will use commercially reasonable efforts to notify Affiliate in advance of any material changes to a Service.

e. Services may also be added to this Agreement by means of Affiliate's selection of Services through an applications portal or similar electronic means made available by NeoNova ("App Portal"). The Services term, fees, and additional terms associated with new Services added by Affiliate through an App

Portal shall be deemed a Service Order for the purpose of this Agreement. Except to the extent modified by the additional terms associated with such Services, the terms of this Agreement shall apply to all Services added by Affiliate through any App Portal.

3. Term and Renewals

a. The term of this Agreement shall commence as of the Effective Date, and shall remain in place until terminated as set forth herein.

b. Each Service Order will have its own term, which will begin on the Activation Date and will continue for the term specified in such Service Order ("Service Order Term"). The Service Order Term shall automatically extend for one additional one (1) year extension period, unless a Party has delivered to the other Party written notice to the contrary at least one-hundred twenty (120) days prior to the end of the initial Service Order Term.

c. In the event Affiliate desires to receive any or all Services on a "month-to-month" basis after termination or cancellation of any Service Order, and if NeoNova agrees in writing to provide such Services on such basis, then the Service Order shall be deemed to continue in force, provided that a ten percent (10%) increase will be applied to all monthly recurring charges under such Service Order until a new Service Order is fully executed.

4. Fees and Payment Terms

a. Affiliate shall pay NeoNova the fees for Services as set forth in the Service Orders. Charges for additional services required for implementation or use of such Services (beyond the scope of implementation or use as defined in the Service Order) shall be at NeoNova's then-current charges. Billing to Affiliate for recurring Service charges will begin on the Service Activation Date and will continue on a monthly basis. All other charges for Services or additional Services may be billed at times designated by NeoNova. Billing for partial months is prorated based on a calendar month.

b. Affiliate shall pay all amounts set forth on an invoice within forty-five (45) days after the date of invoice. Past due amounts bear interest at a rate of 1.5% per month (or the highest rate allowed by law, whichever is less) beginning from the date first due until paid in full. Affiliate will provide NeoNova with credit information regarding Affiliate as requested.

c. In the event either party believes there is an error in any billing under this Agreement or needs additional information to verify billing, it shall have the right, upon reasonable notice, and subject to the confidentiality terms herein, to review the records of the other party as they relate to Services. Any billing dispute must be declared within sixty (60) days of the original invoice date to be considered valid.

d. Affiliate shall at NeoNova's direction promptly reimburse NeoNova or pay directly to the applicable taxing authority all applicable taxes, fees, duties, charges, or regulatory surcharges that arise in any jurisdiction on the provision, sale or use of any Service, Software and/or Equipment, and permitted by applicable law to be passed through to Affiliate, including, without limitation, value added, consumption, sales, use, gross

receipts, excise, access, bypass, franchise and other taxes or federal or state universal service charges, except for taxes based on NeoNova's net income and taxes assessed on NeoNova's property (collectively, "Applicable Taxes"), and any penalties and interest related to such Applicable Taxes. If Affiliate is exempt from any Applicable Taxes, Affiliate shall provide NeoNova within fifteen (15) days after the Effective Date, an appropriate exemption certificate related to such Applicable Tax. NeoNova will give prospective effect to any valid exemption certificate to the extent that it applies to any Service and shall cooperate at Affiliate's sole expense in pursuing any claim for refund of Applicable Taxes paid by Affiliate.

5. Affiliate Premises; NeoNova Equipment

a. Affiliate shall allow NeoNova access to the Affiliate Premises to the extent reasonably necessary for the provision of Services and for the installation, inspection and maintenance of NeoNova Equipment. NeoNova shall notify Affiliate at least two (2) business days in advance of any regularly scheduled maintenance of NeoNova Equipment that will require access to the Affiliate Premises. Affiliate will ensure that the Affiliate Premises are secure and safe from hazards to NeoNova Equipment and to NeoNova's personnel. NeoNova shall comply with Affiliate's reasonable site and security regulations that are communicated to NeoNova in advance.

b. Affiliate shall provide at its own expense power, heating/cooling, dust control, security, and other environmental considerations as necessary to meet all applicable environmental requirements, including but not limited to the environmental considerations defined by the applicable manufacturer(s) of NeoNova Equipment. NeoNova shall not be responsible for any malfunction attributable to Affiliate's nonconformity with environmental specifications. If installation or operation of any NeoNova Equipment at the Affiliate Premises requires construction of additional facilities, or modifications to existing facilities, Affiliate shall be responsible for such costs.

c. Affiliate agrees that it shall use NeoNova Equipment located on Affiliate's Premises or otherwise provided to Affiliate solely as specified in the pertinent documentation and for the purpose of receiving the Services. Affiliate further agrees that it shall have no right, title, or interest to the NeoNova Equipment, and shall not allow or cause any lien or encumbrance to be placed on the NeoNova Equipment. Affiliate shall at all times treat the NeoNova Equipment as a bailee, and return such NeoNova Equipment to NeoNova when required hereunder, in the same condition as it was when first delivered to Affiliate by NeoNova, less reasonable wear and tear.

d. NeoNova will provide and maintain the NeoNova Equipment located on Affiliate's Premises in good working order. Affiliate shall not, and shall not permit others to, without the prior written consent of NeoNova, rearrange, disconnect, move, copy, remove, attempt to repair, or otherwise tamper with any NeoNova Equipment. In no event will NeoNova be liable to Affiliate or any other person for interruption of Services or for any other loss, cost or damage caused or related to improper use or maintenance of the NeoNova Equipment by Affiliate or third parties provided access to the NeoNova Equipment by Affiliate.

e. NeoNova will be responsible for the delivery, configuration, testing, and commissioning of NeoNova Equipment designated for use in the Affiliate's Premises. The term "commissioning" means placing the NeoNova Equipment in working condition with active connectivity to NeoNova's network(s)/data center(s) (if applicable) and the Internet (if applicable), in conformance

with the specifications set forth or referenced in an applicable Service Order.

f. If Affiliate elects not to renew the term of a Service Order it shall notify NeoNova in writing no less than one-hundred twenty (120) days prior to termination to arrange for removal of NeoNova Equipment from the Affiliate's Premises at the end of the term. Such removal by NeoNova shall be at no additional charge; provided, however, reasonable shipping charges related to returning such NeoNova Equipment to NeoNova shall be paid by Affiliate.

g. In the event that returned NeoNova Equipment is damaged beyond reasonable wear and tear, Affiliate shall within thirty (30) days after NeoNova's request either repair the equipment to full working condition or replace the equipment at Affiliate's expense.

6. Intellectual Property; Confidentiality

a. Neither Party shall use any trademarks, service marks, logos, or trade names (the "Marks") of the other Party, and Affiliate shall not use any Marks of any supplier or subcontractor to NeoNova, in any manner whatsoever, including without limitation in any advertising, marketing materials, website content, or brochures, other than as set forth in Section 16 below, without the other Party's prior written consent. Each Party agrees that it shall only use any Marks of the other party in strict compliance with the other Party's instructions.

b. In conjunction with providing the Services to Affiliate, NeoNova may deliver or make available certain software to Affiliate ("Software"), including software owned by NeoNova ("NeoNova Software") and software owned by third parties ("Third Party Software"). Where Third Party Software is made available directly to Affiliate or its Subscribers (for example, via a "click-wrap" agreement contained in the Third Party Software), Affiliate or its Subscribers will agree to the terms of such license to use such Third Party Software and, in the event of a conflict between Affiliate's obligations hereunder and Affiliate's obligations under such Third Party Software license, the terms of the Third Party Software license will control, but only with respect to such Third Party Software.

c. Upon Affiliate's payment to NeoNova of the fees for the Software and/or the related Services, Affiliate shall be granted a non-exclusive, non-transferable, non-sublicensable, terminable license to execute the object code version of such Software only in conjunction with Affiliate's use of the equipment, if any, with respect to which such Software was furnished and only in conjunction with receipt of the Services. Affiliate shall be granted no title or ownership rights to the Software, which rights shall remain with NeoNova or its suppliers.

d. Affiliate agrees to: (i) keep the Software free and clear of all claims liens, encumbrances and rights; (ii) not provide or make the Software available to any person except to its employees on a 'need to know' basis; (iii) not reproduce, copy, or modify the Software in whole or in part except as authorized in writing by NeoNova; and (iv) not attempt to decompile, reverse engineer, disassemble, or in any other manner discover the source code for the Software.

e. Affiliate agrees that it may use IP addresses supplied by NeoNova solely in connection with its receipt of the Services and solely during the Service Order Term, and that it otherwise has no rights in or to such IP addresses.

f. NeoNova warrants that the NeoNova Software shall perform in substantial conformity with the documentation therefor supplied by NeoNova. With respect to Third Party Software, where permissible, NeoNova will pass through to

Affiliate any warranties therefore made to NeoNova by the third party proprietor of such Software. Affiliate must maintain the installed Software revision to within at least two previous Software version releases. NeoNova's sole obligation and Affiliate's sole and exclusive remedy under this warranty is limited to the prompt repair or replacement, at NeoNova's option, of the nonconforming Software.

g. A party receiving Confidential Information (defined below) from the other party agrees: (i) to hold the disclosing party's Confidential Information in confidence, (ii) to protect the disclosing party's Confidential Information in the same manner that it protects its own similar confidential information (but in no event using less than reasonable care); and (iii) except as expressly authorized by this Agreement, not to, directly or indirectly, use, disclose, copy, transfer or allow access to the disclosing party's Confidential Information. Notwithstanding the foregoing, a receiving party may disclose Confidential Information as required by law; in such event, the receiving party shall inform the other party prior to any such required disclosure to allow the other party to seek a protective order or other limitations on such disclosure. Confidential Information means any non-public information or data that is disclosed by one party to the other party pursuant to this Agreement, regardless of whether it has been disclosed in verbal, written or other form. The Confidential Information of NeoNova includes the Software, as well as the structure, organization, design, algorithms, templates, data models, logic flow, and screen displays associated with the Software. Confidential Information does not include information that the receiving party can show: (a) is or becomes publicly known or available without breach of this Agreement; (b) is received by a receiving party from a third party without breach of any obligation of confidentiality; or (c) was previously known by the receiving party as shown by its written records.

h. Each party acknowledges and agrees that any violation of Section 6(g) may cause the disclosing party irreparable injury for which the disclosing party would have no adequate remedy at law, and that the disclosing party shall be entitled to preliminary and other injunctive relief against the receiving party for any such violation. Such injunctive relief shall be in addition to, and not in limitation of, all other remedies or rights that disclosing party shall have at law or in equity.

i. Upon termination or expiration of this Agreement, the receiving party will return to the disclosing party or destroy all Confidential Information delivered or disclosed to the receiving party (including, with respect to Affiliate as receiving party, the Software), together with all copies in existence thereof at any time made by the receiving party.

7. Excused Performance

a. If either Party's performance of any obligation hereunder other than an obligation to pay money is delayed or prevented by reasons outside its reasonable control, including, without limitation, acts of God or of the public enemy; governmental requirements; changes in governmental laws or regulations; earthquakes; fires; floods or other catastrophes; epidemics or quarantines; freight embargoes; war; terrorism; civil strife; insurrection; riot; materials shortages; or labor stoppages (each, a "Force Majeure Event"), then the affected Party shall promptly notify the other Party of the Force Majeure Event and shall be excused from performance to the extent delayed or prevented; provided, however, that the affected Party shall take all reasonable steps to avoid or remove such cause of nonperformance and shall continue to perform to the extent reasonably possible. Any time for performance set forth in this

Agreement shall be extended for a period equal to the period of any delay due to a Force Majeure Event.

b. NeoNova's performance or non-performance hereunder shall be excused to the extent that any wrongful or negligent act or omission of Affiliate or its employees and agents, including, but not limited to, any breach of this Agreement or Affiliate's failure to provide access to the Affiliate's Premises, affects NeoNova's performance and/or the availability of Services.

8. Suspension of Services. NeoNova may suspend Services in whole or in part without liability if: (a) Affiliate fails to pay a past due balance for charges within ten (10) calendar days after Affiliate's receipt of written notice from NeoNova of planned suspension of Services; (b) Affiliate's use of Services materially exceeds Affiliate's credit limit and/or then-current deposit balance; or (c) any content transmitted over NeoNova Equipment violates or is alleged to violate any applicable laws or rights of any party (including without limitation, laws relating to copyright, trade secrets, privacy, libel, obscenity, and harassment) or is otherwise reasonably unacceptable to NeoNova.

9. Termination

a. NeoNova may, by sending written notice of termination to Affiliate, terminate a Service Order (in whole or in part) or this Agreement, in the event that: (i) any amounts due by Affiliate remain unpaid sixty (60) days after the date such amounts were first due; (ii) Affiliate (A) suspends its business operations; (B) becomes insolvent, (C) makes a general assignment for the benefit of creditors, or (D) files (or has filed against it) a petition in bankruptcy which petition is not dismissed within sixty (60) days thereafter; (iii) NeoNova is ordered, by a federal, state or local governmental entity, regulatory body or court of competent jurisdiction, to cease providing Services, whether generally or specifically to Affiliate; or (iv) changes in applicable law, regulation, decision, rule or order materially increase the costs to NeoNova of, or materially affect other terms of NeoNova's delivery of Services, and NeoNova and Affiliate are unable to reach agreement respecting new rates, terms and/or conditions regarding such Services within ninety (90) days after NeoNova's delivery of written notice requesting renegotiation thereof.

b. Either Party may, by sending written notice of termination, terminate this Agreement or affected Service Order(s), in the event the other Party has committed a material breach of this Agreement, provided that such non-breaching Party has first delivered written notice of such breach to the other Party, and the breaching Party has not cured such breach within thirty (30) calendar days of such notice.

c. At the end of any Service Order Term, and at Affiliate's request, NeoNova shall download or otherwise make available to Affiliate all content owned by Affiliate, except for IP addresses and any portion of the Software, in a manner and format reasonably designated by Affiliate, or make any other disposition of such content reasonably requested by Affiliate, including, but not limited to, destruction or transfer of such content to a third party designated in writing by Affiliate. These transfer Services will be billed at the then-current NeoNova standard rates.

d. Sections 5(g), 6(a), 6(b), 6(d), 6(g), 6(h), 6(i), 10, 11, 12, 13, 14, 15, 17, and 18, and all other provisions of this Agreement that by their express terms or nature survive the termination or expiration of this Agreement, shall survive termination or expiration of this Agreement.

e. Upon termination or expiration of this Agreement or any Service Order for any reason whatsoever, all payment

obligations of Affiliate under this Agreement with respect to such terminated Services (including any obligations to pay termination charges in connection therewith), shall accrue through the date of such termination and shall become immediately due and payable.

f. Upon termination of any Service Order or this Agreement by NeoNova pursuant to Section 9(a) or 9(b), or by Affiliate for any reason other than pursuant to Section 9(b), NeoNova may, in addition to all other remedies that may be available to NeoNova at law or in equity, collect from Affiliate, and Affiliate shall pay, a termination charge equal to the sum of the minimum monthly charges for terminated Services for each full calendar month remaining in each then-current Service Order Term in the absence of such termination. If Affiliate provides written notice to NeoNova not to extend the Service Order Term of any Service Order for the remaining term of any contract or arrangement with a third party entered into by NeoNova with Affiliate's knowledge concerning any telecommunications circuit or other third-party equipment or service used by NeoNova in performing or delivering any Service pursuant to such Service Order or used by Affiliate or Affiliate's Subscribers to access any Service provided by NeoNova pursuant to such Service Order, then Affiliate shall reimburse NeoNova promptly upon request for all termination charges incurred by NeoNova as a result of NeoNova's termination of the contract or arrangement concerning such telecommunications circuit or other third-party equipment or service.

g. Either Party may terminate this Agreement if there are no active Service Orders in place upon forty-five (45) days written notice to the other Party.

10. Indemnification

a. Each Party shall indemnify and hold harmless the other Party, its agents and employees against all loss, damage and expense (including without limitation reasonable legal fees) which the indemnified Party may sustain or become liable for on account of injury to or death of persons, or on account of damage to tangible property, resulting from performance under this Agreement by the indemnifying Party or its employees, agents or subcontractors, to the extent such loss or damage is due to gross negligence or willful misconduct of the indemnifying Party or its employees, agents or subcontractors or any employee of any of them.

b. Affiliate shall defend, indemnify, and hold harmless NeoNova, its agents, employees and suppliers, from and against any and all costs, losses, harm or damages (including without limitation reasonable legal fees) arising out of or relating to Affiliate's use of the Services, including claims resulting from use of the Services by Affiliate's Subscribers and/or the content of any communications transmitted via the Services.

c. NeoNova shall defend, indemnify, and hold harmless Affiliate, its agents and employees, from and against any action, suit or proceeding brought against Affiliate which alleges that the Services infringe any copyright, patent or other intellectual property right, and NeoNova shall pay damages awarded against Affiliate (including court costs and reasonable attorneys' fees) in connection therewith. The foregoing indemnity shall not apply if the alleged infringement is attributable to: (i) content supplied by Affiliate or any Subscriber; (ii) any combination of the Services with any products or services not provided by NeoNova, or (iii) modification of the Services by any person or entity other than NeoNova. THIS SECTION STATES NEONOVA'S SOLE LIABILITY TO AFFILIATE WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS.

d. The indemnified Party shall promptly advise the indemnifying Party of any such claim or action and shall cooperate with the indemnifying Party, at the indemnifying Party's expense, in the defense or settlement of such claim or action, provided that the indemnifying Party shall have sole control thereof. The indemnified Party may participate in the defense of any such claim or action at its own expense.

11. Limitation of Liability. Except for indemnification obligations under this Agreement, the aggregate liability of each Party to the other Party for any losses or damage arising out of or in connection with this Agreement or the use of any Services, Software or NeoNova Equipment, including without limitation any cause of action sounding in contract, tort or strict liability, shall be limited to actual, direct damages incurred but in no event shall exceed an amount equal to the charges paid to NeoNova by Affiliate for the Services which gave rise to the liability during the three (3) calendar month(s) immediately preceding the calendar month in which the act or omission giving rise to such liability occurred; provided that the foregoing shall not limit Affiliate's obligation to pay any amounts due under this Agreement. NeoNova shall not be liable for any incidental, indirect, consequential, punitive, or special damages of any kind, nor shall it be liable for any lost profits or lost sales.

12. Representations and Warranties

a. Mutual. Each Party represents and warrants that it has full authority to enter into this Agreement, and that the execution and performance of this Agreement by it does not and will not violate or breach any third-party agreement, law or order to which it is subject.

b. By Affiliate. Affiliate represents and warrants that Affiliate will use the Services in compliance with all laws and regulations including, without limitation, prohibition on the use of telecommunications facilities to transmit illegal, obscene, threatening, libelous, harassing, other offensive messages, or otherwise unlawful material.

c. By NeoNova. NeoNova represents and warrants that the Services will be provided: (a) in a professional and workmanlike manner, using qualified personnel; and (b) in compliance with all laws and regulations.

d. THE WARRANTIES SET FORTH IN THIS AGREEMENT CONSTITUTE THE ONLY WARRANTIES PROVIDED BY NEONOVA, AND NEONOVA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES TO AFFILIATE. NEONOVA HEREBY EXCLUDES AND DISCLAIMS, WITHOUT LIMITATION, ALL WARRANTIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY EXPRESS OR IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGE OF THE TRADE. AFFILIATE ACKNOWLEDGES NEONOVA DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

13. Assignment. Neither Party may assign this Agreement in whole or in part, including without limitation by operation of law or by merger in which such Party does not survive, except with the written consent of the other Party (which consent shall not be unreasonably withheld, delayed or conditioned), and any attempt to do so shall be null and void, except that either Party may assign this Agreement without the consent of the other party to a company that acquires all or substantially all of its assets or the assets associated with the division of the Party

being sold, or to an entity that (directly or indirectly) controls, is controlled by, or is under common control with such Party without the other Party's consent, where "control" means the direct or indirect ownership of more than fifty percent (50%) of the voting equity. No third party shall have any interest herein or be deemed a third party beneficiary hereof and nothing contained herein shall be construed to create any rights enforceable by any third party.

14. Notices. Unless otherwise specified herein, any notice required or permitted to be given hereunder shall be in writing and delivered by one of the following means: (i) by personal delivery; (ii) by prepaid, overnight delivery or courier service; or (iii) by the U.S. Postal Service, first class, certified mail, return receipt requested, postage prepaid. Any such notice shall be effective five (5) days after the day it is mailed or upon receipt as evidenced by the U.S. Postal Service return receipt card, whichever is earlier, and upon receipt if given or confirmed via hand delivery or overnight courier service. Notices shall be addressed as set forth on page 1 of this Agreement or to such other addresses of which the Parties hereto have been advised by notice pursuant to this Section. Notices to NeoNova shall be to the attention of Chief Financial Officer. Notices to Affiliate shall be to the attention of Ed Rice, Director of Electric Utilities.

15. Disputes

a. In the event of a disagreement between the Parties relating to this Agreement or its performance, or any asserted breach thereof, the Parties shall attempt to negotiate a mutually satisfactory resolution within forty-five (45) days. Should such negotiations fail, either Party may submit the disagreement for binding arbitration before a single arbitrator pursuant to the Commercial Arbitration Rules and Expedited Procedures of the American Arbitration Association. The arbitration will take place in Calhoun County, State of Michigan. The arbitrator shall be required to apply the laws of the state of Michigan, without regard to its conflicts of laws principles, and shall not be authorized to vary or ignore the provisions of this Agreement. The arbitrator shall provide detailed findings of facts and conclusions of law as part of any award. The award of the arbitrator shall be enforceable in any court of law having jurisdiction. Nothing in the foregoing shall prevent either party from bringing a claim for temporary injunctive relief in a court of competent jurisdiction.

b. The Parties irrevocably consent to the jurisdiction of the state and federal courts of the state of Michigan.

c. The prevailing party in any dispute under this Agreement shall be entitled to recover its attorney's fees and arbitration/court costs.

16. Marketing

a. NeoNova shall have the right, but not the obligation, to use the name and logos of Affiliate on NeoNova websites and other marketing documents, for the purpose of identifying Affiliate as a business partner, provided that the form of use of any Affiliate logo is approved in advance by Affiliate, such approval not to be unreasonably withheld or delayed. NeoNova agrees that all use of Affiliate trademarks or logos shall inure to the benefit of Affiliate.

b. Affiliate further agrees to provide NeoNova with the following customer reference information for possible use on NeoNova's websites and on other promotional material in conjunction with Affiliate's name: (i) a brief marketing summary of Affiliate's products and services that are based in whole or in part on NeoNova's Services, and (ii) a quotation on how NeoNova's Services contributed to the success of Affiliate's products and services.

c. Upon mutual agreement, NeoNova and Affiliate shall issue a joint press release announcing the relationship contemplated by this Agreement with mutual endorsements for Affiliate's products and services and NeoNova's Services.

17. General

a. This Agreement is non-exclusive and shall not be construed to require NeoNova to refrain from providing any Services in competition with Affiliate, or to require Affiliate to refrain from acquiring any services from a competitor of NeoNova (unless expressly agreed in a Services Order).

b. NeoNova may in its sole discretion subcontract the performance of any or all Services to subcontractors of NeoNova's choosing as it deems appropriate, but such subcontracting shall not relieve NeoNova of any responsibility or obligation under this Agreement.

c. This Agreement and the rights and obligations of the Parties hereto hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of Michigan without regard to Michigan's conflict of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

d. Any provision of this Agreement held or determined by a court or other legal authority of competent jurisdiction to be illegal, invalid or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective only to the extent of such holding or determination without (i) invalidating the remaining provisions of this Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.

e. The Parties are independent contractors, and nothing in this Agreement shall be construed as creating a joint venture or partnership between the Parties. Neither Party has or shall have any authority to bind, assume any obligation for or incur any debt on behalf of the other Party in any respect whatsoever.

f. This Agreement may not be modified or amended or any rights of a Party to it waived except in writing signed by duly authorized representatives of the Parties hereto.

g. Section headings are inserted for convenience only and shall not be used in any way to construe the terms of this Agreement.

h. This Agreement (including all Service Orders and all terms and conditions set forth therein and referenced or attached thereto) constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior understandings and agreements. No agent, employee or representative of NeoNova has any authority to bind NeoNova to any representation or warranty concerning the Services except as stated in this Agreement. In the event of a conflict or inconsistency between any Service Order and the remaining terms of this Agreement, the terms of the applicable Service Order shall control.

18. Definitions. When used in this Agreement, the following terms shall have the definitions set forth below. Other terms may be defined elsewhere in this Agreement.

a. Affiliate's Premises means the location or locations occupied by Affiliate or Subscribers to which Services are provided or delivered or at which NeoNova Equipment can be located.

b. Subscribers means, individually and collectively, any and all third parties who gain access to or utilize or are authorized to utilize Services provided to Affiliate hereunder.

c. **Excused Outage** means any outage, interruption, unavailability, delay in provision of, or other degradation of Service (i) caused by scheduled maintenance events of which Affiliate receives at least two (2) days prior notice, (ii) caused by actions or inactions of Affiliate or Affiliate's Subscribers, or failure of Affiliate-provided power or equipment, or (iii) under circumstances in which NeoNova's performance is excused as provided in Section 7 or Section 8.

d. **NeoNova Equipment** means property owned or leased by NeoNova or any of its suppliers and used to deliver Services,

including without limitation terminal and other equipment, wires, lines, ports, routers, switches, cabinets, racks, and servers.

e. **Services** mean the services set forth in an agreed Service Order. An individual Services offering may be referred to as a "Service" in this Agreement.

f. **Service Order** means a document executed or otherwise agreed by both parties which sets forth, at a minimum: (a) the Services that are the subject of such Service Order, and (b) fees applicable to such Services.

IN WITNESS WHEREOF, the Parties hereto have caused this Master Services Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

City of Marshall
("Affiliate")

NeoNova Network Services, LLC
("NeoNova")

By: _____

By: _____

Name: Trisha Nelson

Name: _____

Title: City of Marshall, Michigan - Clerk

Title: _____

Date Signed: _____

Date Signed: _____



NeoNova Network Services, LLC

Service Order Prepared for:

City of Marshall

Submitted By:

Byron Tuley

Date Submitted: August 7, 2020

Pricing and proposals documented in this Service Order are valid for thirty (30) days from the date submitted.

This Service Order is subject to the terms and conditions contained in the Master Services Agreement between the Affiliate and NeoNova dated August 7, 2020 ("MSA"), of which this Service Order is a part. The MSA, this Service Order, and the exhibits or addenda attached hereto contain the entire agreement of the parties with respect to the subject matter of this Service Order, and supersede all prior negotiations, agreements and understandings with respect thereto. This Service Order may only be amended by a written document executed by Affiliate and NeoNova.

Document Version: 5.1

SERVICE ORDER

Affiliate Name	City of Marshall
Business Address	900 S. Marshall Ave., Marshall, MI 49068

Technical Contact		Billing Contact	
Name	Joe Smith	Name	Ed Rice
Phone No.	269-558-0348	Phone No.	269-558-0329
Email	JSmith@cityofmarshall.com	Email	erice@cityofmarshall.com

Service Order Term (Mark X one only):

 X 36 months

 48 months

 Other Term: _____

Number of Subscribers: 1,400

Additional terms relating to certain of the Services in this Service Order may be found at <https://www.nrtc.coop/solutions/managed-services/terms>, which are incorporated by reference to the extent applicable.

Affiliate Representative:

Accepted by NeoNova:

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

The targeted Services Activation (Conversion) Date is eight (8) weeks from the signature date of this Service Order, unless detailed otherwise in the Additional Details and Notes/Terms section of this Service Order. The actual Activation Date is defined in section 2.b. of the MSA. For new provisioned Services, the Term of the Service Order begins on the Activation Date as detailed in the MSA. For a renewal of existing services, the Activation Date for billing purposes will be the first of the month following the signature date of this Service Order.

SECTION A. SERVICES

This Section A summarizes NeoNova's available Services. Select Services to be provided under this Service Order by marking ☒ next to the requested Service in the "Requested" column. Additional information regarding fees and payment terms is in Section B, Fees.

Service Level Agreements relating to the Services are located at <https://www.nrtc.coop/solutions/managed-services/sla>, and are incorporated herein by reference to the extent applicable. All product descriptions are located at <https://www.nrtc.coop/solutions/managed-services/product-descriptions>.

CYBER SECURITY SERVICES

Requested	Service Name	Billing Method
<input type="checkbox"/>	Adversarial Simulation	
<input type="checkbox"/>	Credentialed Vulnerability Assessment	
<input type="checkbox"/>	Cyber Risk Assessment	
<input type="checkbox"/>	Cyber Resilience Certification Program	
<input type="checkbox"/>	NetAlert Monitoring	
<input type="checkbox"/>	NovaSecure	
<input type="checkbox"/>	Phishing Assessment	
<input type="checkbox"/>	Strategic Controls Assessment	
<input type="checkbox"/>	Tactical Controls Assessment	

END USER SUPPORT SERVICES

Requested	Service Name	Billing Method
<input type="checkbox"/>	Customer Service Support	
<input checked="" type="checkbox"/>	ISP Tech Support: <input type="checkbox"/> Voice <input checked="" type="checkbox"/> Data <input type="checkbox"/> Video <input checked="" type="checkbox"/> Wi-Fi <input type="checkbox"/> Platinum	Per Minute
<input type="checkbox"/>	Premium Tech Support: <input type="checkbox"/> Residential <input type="checkbox"/> Business	

ISP AND BACK OFFICE SERVICES

Requested	Service Name	Billing Method
<input type="checkbox"/>	Additional Local RAD/DNS Server	
<input type="checkbox"/>	App Portal	
<input type="checkbox"/>	Authentication/IP Management	
<input type="checkbox"/>	Collocation	
<input type="checkbox"/>	DNS	
<input type="checkbox"/>	Email - Residential	
<input type="checkbox"/>	Speed Test	
<input checked="" type="checkbox"/>	NovaSupport Ticketing System	Included
<input checked="" type="checkbox"/>	NovaSubscriber Subscriber Admin System	Included
<input type="checkbox"/>	Personal Web Space	

MARKETING SERVICES

Requested	Service Name	Billing Method
___	Brand & Message Consulting	
___	Core Marketing Support	
___	Marketing & PR Consulting	
___	Next-Gen Employee Training	
___	Video Production Services	
___	Website Development	

NETWORK SERVICES

Requested	Service Name	Billing Method
___	DDoS Mitigation	
___	Network Analysis	
___	Network Assessment	
___	NOC Services: ___ Monitoring ___ Management	

OTHER SERVICES

Requested	Service Name	Billing Method
___	Custom Services	
___	Support Basic	
X	Support Premium	Included

REVENUE GENERATING SERVICES (AVAILABLE FOR RESALE)

Certain services offered by NeoNova are available on a resale basis to Affiliate's Subscribers. The specific services that are available for resale, and associated fees payable by Affiliate to NeoNova, can be found at <https://www.nrtc.coop/solutions/managed-services/res-pricing>. These services and pricing are subject to change with or without notice to Affiliate.

Requested	Service Name	Billing Method
___	Email - Business	
___	FileHopper Plus	
___	Identi-Fi	
___	MyBackup	
___	MySecurity	
___	MySite	
___	Password Genie	
___	Persona Defender	
___	SecureIT Plus (Residential)	
___	SecureIT Pro (SMB)	
___	Tech Home (Residential bundle)	
___	Tech Office (SMB bundle)	
___	TechShield (Residential bundle)	
___	TechShield Plus (Residential bundle + identity protection)	
___	TechShield Pro (SMB bundle)	
___	ViewLocal™	

ADDITIONAL DETAILS AND NOTES/TERMS

Service Name (if applicable)	Notes/Terms
ISP Tech Support	NeoNova will provide Affiliate with 24x7x365 support for all data Subscribers billed at a rate of \$1.30 per minute based on actual usage with a \$1,000.00 minimum monthly fee for up to 800 minutes, any minutes in excess of 800 minutes will be charged at a rate of \$1.30 per minute. Affiliate is responsible for providing all knowledge base materials and guidelines for handling these calls.
BSS Integration	NeoNova provides a public API that allows user information to be pushed into and pulled out of NeoNova's subscriber management platform ("NovaSubscriber") on demand via software integration with third-party systems. The API only allows third-party systems to interact with NovaSubscriber and does not facilitate interactions with other third-party APIs or systems. NeoNova will provide documentation for applicable API use-cases to third parties that wish to interact with NovaSubscriber. Affiliate will not pay any NeoNova development fees related to integration with NovaSubscriber, however, Affiliate may be required to pay third party fees related to the API development. Integrations with other third-party systems and NeoNova systems other than NovaSubscriber will require development and separate fees will apply.

SECTION B. FEES

The following table summarizes the fees for the selected Services in this Service Order. Additional fee details and terms are shown below.

SERVICE FEE SUMMARY		
One Time Fees	Unit Price	TOTAL
Conversion & Implementation Service Fee	\$2,500.00	Waived
Monthly Recurring Fees	Unit Price	TOTAL
ISP Tech Support (billed per Minute, Monthly Minimum)	\$1.30	\$1,000.00
Estimated Monthly Recurring Fees (Excluding other per user fees that are based on actual usage)		\$1,000.00
Minimum Monthly Recurring Fees (Excluding other per user fees that are based on actual usage)		\$1,000.00

CONVERSION AND IMPLEMENTATION SERVICE FEE

NeoNova will provide all of the necessary activities to implement the services listed in this Service Order. This will include all project management, documentation, implementation and testing of Services prior to activation.

ONE-TIME SERVICE FEES

Unless explicitly stated in Additional Details and Notes / Terms section, One-Time Fees will be due upon signing of this Service Order and do not include travel related expenses related to onsite implementation support or hardware procurement by NeoNova done on behalf of Affiliate.

Fee Definitions

1. **Per User Pricing.** Services billed on a "per user" basis are charged for only the individual Subscribers that are enabled to use the Service.
2. **Across the Domain Pricing.** Services billed "across the domain" are available for use in connection with the Number of Subscribers set forth on the first page of this Order, and accordingly are billed for such Number of Subscribers, regardless which individual Subscribers are using or enabled to use any or all of the associated Services. Additional fees will apply (based on the Bundle Fee Unit Price above) if the associated Services are available for use with more than the initial Number of Subscribers.
3. **Per Device Pricing.** Services billed on a "per device" basis are charged for the devices that are being managed by the Service and listed in this Service Order.
4. **Per Endpoint Pricing.** Services billed on a "per endpoint" basis are charged for the workstations and servers that are covered by the service.
5. **Per Block Pricing.** Services billed on a "per block" basis are billed prospectively based on the block quantity at the discounted block rate noted in the Service Fee Summary above. If provisioned users exceed the block quantity the excess users will be billed at the Block rate.



ADMINISTRATIVE REPORT
September 8, 2020 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and Council Members

FROM: Ed Rice, Director of Electric Utilities
Tom Tarkiewicz, City Manager

SUBJECT: Michigan Pure Medical (MPM) – Electric Service Agreement (ESA)

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

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

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

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

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

ALTERNATIVES: 1) Suggestions by the City Council

CITY GOAL CLASSIFICATION: GOAL AREA IV -- INFRASTRUCTURE

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

Respectfully Submitted,

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

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

ELECTRIC SERVICE AGREEMENT

City of Marshall, Michigan

And

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

and, If to Consumer, at:

11300 Old US 27 South
Marshall, MI 49068

CONSUMER:

CITY OF MARSHALL, MI

ATTEST:

ATTEST:



ADMINISTRATIVE REPORT
September 8, 2020 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council Members

FROM: Tom Tarkiewicz, City Manager

SUBJECT: Appointment to the Downtown Development Authority/Local Development Finance Authority

BACKGROUND: The Downtown Development Authority and Local Development Finance Authority are created under State statutes. The Authorities are established to provide revenues for development of downtowns and industrial areas. Both Authorities are created for development and both are partners with the Marshall Area Economic Development Alliance.

The State statute requires the City Manager to recommend Board appointments. Catherine Yates and JP Walters terms expire on September 15, 2020. They have requested to be reappointed to a term expiring September 15, 2024.

RECOMMENDATION: It is recommended that the City Council approve the reappointments of Catherine Yates and JP Walters to the Downtown Development Authority and Local Development Finance Authority for terms expiring September 15, 2024.

FISCAL EFFECTS: None at this time.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

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