



MARSHALL CITY COUNCIL AGENDA

MONDAY – 7:00 P.M.

October 16, 2017

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

7) CONSENT AGENDA

- A. Sister City Committee Bylaws P. 4
City Council will consider the recommendation to approve the revised Sister City Committee bylaws.
B. Inter-Local Agreement with the City of Battle Creek P. 9
City Council will consider the recommendation to enter into an inter-local agreement with the City of Battle Creek for equipment maintenance.
C. City Council Minutes P. 16
Regular Session..... Monday, October 2, 2017
D. City Bills P. 19
Regular Purchases..... \$ 251,273.09
Weekly Purchases – 9/29/17 \$ 81,711.92
Weekly Purchases – 10/6/17 \$ 2,759,623.10
Total \$ 3,092,608.11

Mayor:

Jack Reed

Council Members:

- Ward 1 - Kari Schurig
Ward 2 - Nick Metzger
Ward 3 - Brent Williams
Ward 4 - Michael McNeil
Ward 5 - Robert Costa
At-Large - Joe Caron

8) PRESENTATIONS AND RECOGNITIONS

9) INFORMATIONAL ITEMS

10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

- A. Zoning Amendment #RZ17.05 to rezone 1005 E. Michigan Avenue to FS (Freeway Services) P. 24
City Council will hear public comment regarding Zoning Amendment #RZ17.05 to rezone 1005 E. Michigan Avenue to FS (Freeway Services).
B. Zoning Ordinance Amendment for Private Road Standards P. 28
City Council will hear public comment regarding the proposed Zoning Ordinance Amendment to the Private Road Standards section of the Zoning Ordinance.



C. Zoning Ordinance Amendment for New Principal Uses in I-1 and I-2 Districts P. 31

City Council will hear public comment regarding the proposed Zoning Ordinance Amendment for permitted principal uses in I-1 and I-2 Districts in

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

A. Ketchum Park Master Plan P. 33

City Council will consider the recommendation to award the Ketchum Park Master Plan Project to TowerPinkster for the amount of \$23,710 plus \$6,290 contingency.

B. Cronin Developers Agreement Amendment P. 35

City Council will consider the recommendation to approve the amended Developers Agreement between Steve Eyke, Developer of the Cronin Project, and the City of Marshall, to be submitted to the MEDC for review, pending final review and approval by the City Manager and the City Attorney.

13) APPOINTMENTS / ELECTIONS

A. Airport Board Appointments

City Council will consider the recommendation to approve the reappointment of Michael Walraven and Desmond Kirkland to the Airport Board with terms expiring October 1, 2020.

B. Sister City Board Appointments

City Council will consider the recommendation to approve the following members to the Sister City Committee and the terms:

Antonio Barroso	October 16, 2020
Julie Oosterink	October 16, 2020
Charlie Cook	October 16, 2020
Shirley Cook	October 16, 2020
Sally Garman	October 16, 2019
Gabriella Radulescu	October 16, 2019
Sue Rosco	October 16, 2019
Candi Putnam	October 16, 2019
Adaline Adams	October 16, 2018
Faye Berry	October 16, 2018
Anna Rogers	October 16, 2018
Drew Rogers	October 16, 2018
Eva Price	October 16, 2018

C. Planning Commission Appointments

City Council will consider the recommendation to reappoint Matthew Rodgers and Susan Collins to the Planning Commission with terms expiring November 1, 2020 and approve the appointment of Alissa Hubbell to the Planning Commission with a term expiring November 1, 2020.

October 16, 2017

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D. Construction Board of Appeals Appointments

City Council will consider the recommendation to reappoint Casey Hall to the Construction Board of Appeals with a term expiring October 6, 2019.

14) PUBLIC COMMENT ON NON-AGENDA ITEMS

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

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

Respectfully submitted,

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

Tom Tarkiewicz
City Manager



ADMINISTRATIVE REPORT
OCTOBER 16, 2017 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and Council Members

FROM: Tom Tarkiewicz, City Manager

SUBJECT: Sister City Committee Bylaws

BACKGROUND: At the last Council meeting the Sister City Committee presented an update and revised bylaws. The bylaws are attached.

RECOMMENDATION: It is recommended that the City Council approve the revised Sister City Committee bylaws.

FISCAL EFFECTS: None.

ALTERNATIVES: As suggested by City Council

Respectfully Submitted,

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

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

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cityofmarshall.com

**CITY OF MARSHALL, MICHIGAN
SISTER CITY COMMITTEE
BY-LAWS**

ARTICLE I
General

Section 1: Name

This Committee is organized by authority of the City Council of the City of Marshall, Michigan and shall be known as the Marshall Sister City Committee.

Section 2: Purpose

The Marshall Sister City Committee is organized to advance the relationship between the Marshall, Michigan area and Koka City, Japan so that its citizens may develop a greater awareness, understanding and appreciation for the cultural and historical values of the two communities and their respective countries. All necessary means of promotion shall be provided and particular attention and emphasis shall be given to the economic, civic, commercial, cultural, industrial, educational and historical interests of the two communities.

Section 3: Limitation of Methods

The Marshall Sister City Committee shall observe all rules, regulations and directives issued by the City Council or the City of Marshall, Michigan.

ARTICLE II
Membership

Section 1: Composition of the Committee

The Committee shall be composed of not less than ten (10) nor more than fifteen (15) members as follows:

- a. The Mayor of the City of Marshall or his/her appointee.
- b. The Immediate Past Chairperson of the Committee.
- c. To provide diversity the Mayor shall give consideration to the representatives from or for each of the following who shall be nominated by the Mayor and approved by the Council: Marshall media, Marshall Public Schools, Marshall Industrial community, Marshall professional community, Marshall financial institutions, and Marshall service clubs.

Section 2: Terms of Elected Officers

All terms of office shall be three (3) years except those of the Mayor of the City of Marshall, who shall serve so long as they hold official office, and excepting that other committee members shall continue in office until his or her successor assumes the duty of office.

Section 3: Election and Appointment

- a. At the regularly scheduled December, 1990 meeting of the committee, those serving by title in Article II, Section 1 a through c shall elect five (5) members to the Committee from a slate of nominees submitted by a three-member nominating committee appointed by the Chairperson. The slate shall specify which two (2) nominees shall be elected to a one (1) year term, which one (1) nominee shall be elected to a two (2) year term, and which two (2) nominees shall be elected to a three (3) year term. Those elected shall assume office January 1, 1991 for the terms to which elected.
- b. Beginning in 1991 and continuing each year thereafter, the Chairperson shall, at the regularly scheduled October meeting, appoint a nominating committee of three (3) members. Following the regularly scheduled November meeting, the nominating committee shall present to the Sister City committee a slate of members for approval to serve three (3) year terms to replace the members whose regular terms are expiring. This information will be passed to the mayor for City Council final approval at the Council's December meeting. No Committee member who has served two (2) consecutive three (3) year terms is eligible for election for a third term. A period of one (1) year must elapse before eligibility is restored. New members will begin their terms in January.
- c. All appointments and elections are subject to confirmation by the City Council of the City of Marshall.

Section 4: Termination

- a. Any member of the Committee, other than those representing the City of Marshall, may resign from the Committee upon written request to the Chairperson.
- b. A member of the Committee, other than those representing the City of Marshall, who shall be absent from three (3) consecutive regular meetings of the Committee is subject to removal by the Mayor of the City of Marshall after removal is recommended upon vote by two-thirds of the Committee members present and voting; unless confined by illness or other absence approved by a majority vote of those voting at any meeting. In the case of any alleged impropriety, there shall be given an opportunity for a hearing before the Committee at a proposed time and place and after fourteen (14) days written notice to the interested party.

Section 5: Vacancies

Should a vacancy occur on the Committee because of resignation or other cause, Committee members, by majority vote, may fill the vacancy for the remainder of the term. Members so elected shall be subject to confirmation by the City Council of the City of Marshall upon nomination by the Mayor of the City of Marshall.

ARTICLE III
Meetings

Section 1: Regular Meetings

The regular meetings of the Committee shall be held at a time and place fixed by the Chairperson and notified to each member at least seven (7) days before said meeting.

Section 2: Additional Meetings

Special meetings of the Committee may be called by the Chairperson at any time, or upon petition of any five (5) members. a) Notice of special meetings, stating the reason therefore shall be sent to each member at least twenty-four (24) hours prior to such meeting. Business transacted at a special meeting shall be confined to that stated in the notice. b) Sub-committee meetings may be called at any time by the Chairperson or by the sub-committee's chairperson.

Section 3: Quorum

At any duly called meetings of the Committee or sub-committee, a simple majority of members shall constitute a quorum.

Section 4: Voting

In any proceeding in which voting by members is called for, each member shall be entitled to cast one (1) vote.

Section 5: Notices, Agenda, Minutes

Notice of all Committee meetings must be given at least seven (7) days in advance unless otherwise stated. An advance agenda and minutes must be prepared for all meetings.

ARTICLE IV
Officers

Section 1: Determination of Officers

Members of the Committee (new and retiring) at the regular October meeting shall reorganize for the coming year. At this meeting, members shall elect the Chairperson, Vice-Chairperson, secretary, treasurer, and historian. Officers will be elected from members of the new Committee. All officers shall take office on the first day of November and serve for a term of one (1) year or until their successors assume the duties of office.

Section 2: Duties of Officers

- A. Chairperson. The Chairperson shall preside at all meetings of the Committee. The Chairperson shall, with the advice and counsel of members of the Committee, determine all subcommittees, select all sub-committee chairpersons, and assist in the selection of sub-committee personnel, subject to the approval of the Committee. The chairperson shall report committee activities to Marshall City Council at least annually.

- B. Vice-Chairperson. The Vice-Chairperson shall exercise the powers and authority and perform the duties of the Chairperson in the absence or disability of the Chairperson.
- C. Secretary. The secretary shall be the recording officer of the Committee and the custodian of its records except such as are specifically assigned to others. The Secretary shall cause to be made and publish all minutes of meetings of the Committee and send out proper notices of all called meetings and coordinate press releases and social media posts.
- D. Historian. The historian shall archive records and keep physical and digital records of Committee activities (i.e scrapbooks, articles, photos, materials).
- E. Treasurer. The Treasurer shall be responsible for the safeguarding of all funds received by the Committee and for their proper disbursement. Such funds shall be kept on deposit in financial institutions, or invested in a manner approved by the Committee. The Treasurer shall act as liaison between the Clerk of the City of Marshall and the Marshall Community Foundation. The Treasurer shall cause a financial report to be made to the Committee at scheduled meetings.

ARTICLE V

Section 1: Parliamentary Authority

The current edition of Roberts Rules of Order shall be the final authority in all questions of parliamentary procedures when such rules are not inconsistent with law or by-laws of the Committee.

ARTICLE VI Amendments

Section 1: Revisions

These by-laws may be amended or altered by a two-thirds (2/3) vote of the Committee. Any proposed amendments or alterations shall be submitted to the Committee in writing, at least ten (10) days in advance of the meeting at which they are to be acted upon.

These By-laws were adopted by the Marshall City Council at the regular meeting held on _____.



ADMINISTRATIVE REPORT
October 16, 2017 City Council Meeting

REPORT TO: Honorable Mayor and City Council

FROM: Michael Hackworth, DPW Superintendent
Kristin Bauer, Director of Public Service
Tom Tarkiewicz, City Manager

SUBJECT: FY 2017 Inter-local Agreement with the City of Battle Creek to Provide Vehicle and Equipment Maintenance to the City of Marshall.

BACKGROUND: The City of Battle Creek's Fleet Services Division, located at 154 S. Kendall Street, have 22 bays for vehicle service and nine state licensed mechanics. Battle Creek is able to provide fleet services to Marshall on an as-requested basis, as Battle Creek's schedule allows. Subject to an annual adjustment of rates, Marshall shall pay Battle Creek a direct operational rate of \$80 per hour (regular time). Parts and materials will be billed actual costs plus a 20% administrative fee. Battle Creek will invoice Marshall monthly.

RECOMMENDATION: Staff recommends that City Council authorize the City Manager to enter into and execute on behalf of the City of Marshall the attached Inter-local Maintenance Agreement with the City of Battle Creek.

FISCAL EFFECT: All service will be completed within our current budget and the possibility of a lower cost for fire truck maintenance.

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

ALTERNATIVES: As suggested by Council.

Respectfully Submitted,

Mike Hackworth
Superintendent

Kristin Bauer
Director of Public Services

Tom Tarkiewicz,
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

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cityofmarshall.com

INTERLOCAL SERVICE AGREEMENT
BETWEEN CITY OF BATTLE CREEK
AND MARSHALL FOR FLEET SERVICES

This Interlocal Service Agreement dated, this _____ day of _____, 2017, is made between:

City of Battle Creek
10 N Division Street
Battle Creek, Michigan 49014

-And-

City of Marshall
323 W. Michigan Ave.
Marshall, Michigan 49068

RECITALS

The City of Battle Creek, a Michigan municipal corporation, (hereafter "BATTLE CREEK"), and the City of Marshall, a Michigan municipal corporation, (hereafter "MARSHALL,"), together referred to as the "Parties" or the "Party" are authorized separately by law to provide fleet services (hereafter referred to as "Fleet Services") for their respective public entities; and

The Michigan Constitution of 1963, Article 7, §28, and the Urban Cooperation Act of 1967, being MCL 124.501, et. seq. (the "Act"), permit a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with which each might exercise separately; and

Due to the fact that some areas of municipal services need to meet specific standards or details which require specialized skills and knowledge, and it is difficult for public entities to locate service providers that are able to perform those specialized services, economically, properly and timely; and

BATTLE CREEK has specific areas of expertise in its Fleet Services Division and has the facilities and personnel capable to perform Fleet Services for MARSHALL; and

BATTLE CREEK represents and acknowledges that it has the necessary facilities, tools, equipment and personnel to assist, repair and provide Fleet Services for MARSHALL; and

BATTLE CREEK is licensed by the State of Michigan as a Motor Vehicle Repair Facility at the Fleet Services Department garage located at 154 S. Kendall Street; and

The Parties mutually desire to enter into this Agreement to allow BATTLE CREEK to provide Fleet Services to MARSHALL on an as-requested basis as BATTLE CREEK'S schedule and City work load allows; and

Pursuant to resolutions adopted by their respective City Commission and City Council the Parties each have been authorized to execute this Agreement for BATTLE CREEK to provide Fleet Services for MARSHALL on an as-requested basis according to the terms and conditions set forth below.

THEREFORE, the Parties agree, as follows:

1. MARSHALL engages BATTLE CREEKS' Fleet Services Division to provide Fleet Services consisting of the following work: fleet maintenance, repair and fabrication and other fleet related services as requested. BATTLE CREEK will arrange to have a contact person on call, if needed, 24 hours a day, 7 days per week. BATTLE CREEK will not perform any body work under this agreement. MARSHALL understands and acknowledges BATTLE CREEK'S first priority is to service its own municipality and BATTLE CREEK has the absolute right to decline to perform work under this agreement. However, BATTLE CREEK will make every reasonable effort to timely complete work for MARSHALL.
2. BATTLE CREEK will perform Fleet Services in accordance with accepted industry standards and practices. BATTLE CREEK will not perform any services under this agreement that would require 3rd party certifications.
3. BATTLE CREEK shall not be obligated to provide a written estimate of fleet services repairs for MARSHALL under this agreement. MARSHALL shall call BATTLE CREEK to make an appointment and complete a work order specifying what work it requests BATTLE CREEK to perform, which work order shall include a waiver consistent with MCL 257.1332(3). MARSHALL shall provide BATTLE CREEK a point of contact person and expressly authorizes that contact person(s) to request the services requested in the work order.
4. Subject to an annual adjustment of rates as provided in Paragraph 5, MARSHALL shall pay BATTLE CREEK for the services provided as follows:
 - A. During Regular Business Hours (M-F, 7:00am- 3:30pm):

Employee's time: Current direct operational expenses per hour/plus benefits, which is currently calculated to be \$80.00 per hour, charged at ¼ hour increments for the duration of the agreement.

- B. During Weekends, Holidays and after Regular Business Hours:

For services performed after or before regular business hours, or on weekends or

holidays, Fleet Services will be billed at premium rate (time and a half or double time) with a minimum billing of three (3) hours of service.

5. MARSHALL shall also pay the costs for all parts, materials and supplies used. An administrative fee of 20% will be assessed on parts, oils and lubricants provided by BATTLE CREEK.
6. Before June 1st of each year, starting in 2017, BATTLE CREEK shall review its personnel costs and any costs affecting their ability to provide Fleet Services under this Agreement. If those costs have increased, the Parties shall come to an agreement on the amount of and reason for the increased costs for services under the Agreement. Those increased costs will become effective for services provided after July 1st of each year. In the event a Party's collective bargaining agreement with its respective unit changes in the wages or benefits category, then the parties agree to meet and decide on a modified change.
7. BATTLE CREEK shall invoice MARSHALL on a monthly basis for Fleet Services, parts, materials and service charge provided during the preceding month. MARSHALL shall pay BATTLE CREEK' invoices within thirty (30) days of the invoice date.
8. BATTLE CREEK reserves the right to, in its discretion, withhold or refuse to provide services to MARSHALL. MARSHALL is not obligated to use the services of BATTLE CREEK exclusively, and MARSHALL is expressly allowed to obtain Fleet Services through other means or vendors.
9. This Agreement does not, and is not intended to include or connote any warranties, promises or guarantees by BATTLE CREEK of any nature whatsoever, concerning the provision of Fleet Services. SPECIFICALLY, NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY IS MADE OR TO BE IMPLIED WITH RESPECT TO SERVICES, MATERIALS OR PARTS PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL BATTLE CREEK BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER UNDER CONTRACT, TORT OR OTHERWISE. BATTLE CREEK shall not be responsible for any third party or Act of God damage that may occur to MARSHALL's fleet while on BATTLE CREEK's premises.
10. The Agreement shall continue in effect until terminated by either Party. Either Party may terminate its participation in this Agreement, for any reason (including the convenience of the Party), without penalty. A Party may deliver a written notice of termination of the Agreement to the other Party in accordance with the notice provision of Paragraph 15. Termination shall become effective thirty (30) days from the date of the notice unless the terminating Party specifies a later termination date in the notice supplied to the other Party.

11. Upon receipt of notice of termination of the Agreement, BATTLE CREEK shall, within thirty (30) days, deliver a final invoice to MARSHALL for any current charges and outstanding balances that have not previously been invoiced or paid. MARSHALL shall continue to be responsible for payment for the cost of services, parts and supplies either invoiced prior to termination or performed or purchased by BATTLE CREEK before the notice of termination. BATTLE CREEK will attempt to return any new or used parts and supplies to suppliers that it is unable to use. If BATTLE CREEK is unable to obtain full refunds or only obtains partial refunds, MARSHALL will be invoiced for those non-refundable and/or partially refundable parts and supplies. MARSHALL shall pay BATTLE CREEK invoice within thirty (30) days from the date of the invoice.
12. At all times and for all purposes under this Agreement, the Parties' relationship to each other is that of an independent contractor. No liability, right or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.
13. All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation and other benefits which apply to the activity of officers, agency, or employees of any public agency when performing their respective functions within the territorial limits of their respective agencies shall apply to the same degree and extent to the performance of such functions, services and duties under this Agreement. Furthermore, the Parties believe that performance of services and duties pursuant to this Agreement will be in the exercise or discharge of a governmental function.
14. The Parties agree that they shall promptly deliver to the other Party written notice and copies of any claims, complaints, charges, or any other accusations or allegations of negligence or other wrongdoing, whether civil or criminal in nature, that the other Party becomes aware of which involves, in any way the facility, equipment, personnel and/or services under this Agreement. Unless otherwise provided by law and/or the Michigan Court Rules, the parties agree to cooperate with each other in any investigation conducted by another party of any acts or performances of any services under this Agreement.
15. Any written notice required or permitted under the Agreement shall be considered delivered to a party as of the date that such notice is deposited, with sufficient postage, with the U.S. Postal Service. Unless specifically otherwise set out in the Agreement, all notices sent to BATTLE CREEK shall be sent to City Manager's Office, 10 N. Division St., Suite 206, Battle Creek 49014. All notices sent to

MARSHALL shall be sent to MARSHALL, 323 W. Michigan Ave., Marshall, MI 49068.

16. This Agreement sets forth the entire agreement between the Parties and supersedes any prior understandings or agreements. Amendment or modification of this Agreement shall be in writing signed, dated and approved by both Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not constructed strictly for or against any Party, as both Parties participated in the drafting of this Agreement. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement.
17. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from the Agreement. The remainder of this Agreement shall remain in full force.
18. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the Calhoun County Circuit Court, the 10th District Court, or the United States District Court for the Western District of Michigan, Southern Division as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.
19. The recitals shall be considered an integral part of the Agreement.
20. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any third party beneficiary, individual or legal entity.
21. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform all of its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.
22. Absent a written waiver, no fact, failure or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by a Party shall subsequently affect its right to require strict performance of this Agreement.

IN WITNESS WHEREOF, this Agreement if executed by the Parties on the date hereafter set forth.

CITY OF BATTLE CREEK

CITY OF MARSHALL

By: _____
Rebecca L. Fleury,
Its: City Manager

By: _____
Its: City Manager

STATE OF MICHIGAN
COUNTY OF CALHOUN

The foregoing instrument was acknowledged before me this ____ day of _____, 2017,
by Rebecca L. Fleury.

Notary Public
_____, Michigan
My commission expires:

STATE OF MICHIGAN
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017,
by _____.

Notary Public
_____, Michigan
My commission expires:

CALL TO ORDER

IN REGULAR SESSION Monday, October 2, 2017 at 7:00 P.M. in the Council Chambers of Town Hall, 323 West Michigan Avenue, Marshall, MI, the Marshall City Council was called to order by Mayor Reed.

ROLL CALL

Roll was called:

Present: Council Members: Caron, Costa, McNeil, Metzger, Mayor Reed, and Schurig.

Also Present: City Manager Tarkiewicz and Clerk Nelson.

Absent: Council Members Williams.

Moved Schurig, supported Caron, to excuse the absence of Council Member Williams. On a voice vote- **MOTION CARRIED.**

INVOCATION/PLEDGE OF ALLEGIANCE

David Good of First Baptist Church gave the invocation and Mayor Reed led the Pledge of Allegiance.

APPROVAL OF THE AGENDA

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

PUBLIC COMMENT ON AGENDA ITEMS

None.

CONSENT AGENDA

Moved Metzger, supported Schurig, to approve the Consent Agenda:

- A. Approve the purchase of underground wire from Power Line Supply of Reed City, MI in the amount of \$82,935;
- B. Approve the revised 2017-2018 Electric Capital Project Plan with the understanding that the budget of \$540,000 will not be exceeded for the revised plan;
- C. Minutes of the City Council Work Session and Regular Session held on Monday, September 18, 2017;
- D. Approve city bills in the amount of \$ 272,858.34;

On a roll call vote – ayes: Caron, Costa, McNeil, Metzger, Mayor Reed, and Schurig; nays: none. **MOTION CARRIED.**

PRESENTATIONS AND RECOGNITION

- A. Red Ribbon Committee:

Representatives from Marshall Public Schools discussed the Red Ribbon campaign and how they are spreading the anti-drug awareness message in the Albion and Marshall communities.

B. Sister City Committee:

Charlie Cook provided an update to City Council regarding the activities of the Sister City Committee.

INFORMATIONAL ITEMS

Event Reports were provided for the Homecoming Parade, 4th Annual Halloween Hustle, and the Halloween Parade.

PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

None.

OLD BUSINESS

None.

REPORTS AND RECOMMENDATIONS

A. FiberNet Project Phase II – Materials:

Moved Metzger, supported Costa, to approve the purchase of the fiber materials from Graybar of St. Louis, MO in the amount of \$79,633.87. On a roll call vote – ayes: Costa, McNeil, Metzger, Mayor Reed, Schurig, and Caron; nays: none.
MOTION CARRIED.

B. FiberNet Project Phase II – Labor Contract:

Moved McNeil, supported Schurig, to accept the low bid from Earthcom of Lewiston, MI for the construction of FiberNet Phase II in the amount of \$208,158.31 with a \$21,000 contingency and authorize the City Clerk to sign the contract. On a roll call vote – ayes: Metzger, Mayor Reed, Schurig, Caron, Costa, and McNeil; nays: none.
MOTION CARRIED.

C. FiberNet Customer Service Agreements:

Moved Metzger, supported Costa, to approve the context and implementation of the FiberNet Customer Service Agreements to ensure proper use and management of the FiberNet system pending the final approval by the City Attorney. On a voice vote – **MOTION CARRIED.**

APPOINTMENTS/ELECTIONS

None.

PUBLIC COMMENT ON NON-AGENDA ITEMS

Duane Cowgill spoke regarding his trip to Japan 12 years ago and expressed his excitement with all the development in Marshall.

COUNCIL AND MANAGER COMMUNICATIONS

ADJOURNMENT

The meeting was adjourned at 8:00 p.m.

Jack Reed, Mayor

Trisha Nelson, City Clerk

User: ctanner
 DB: Marshall

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
87960	ALL-TRONICS INC	QUARTERLY FIRE ALARM MONITORING		81.00
170910275	AMBS CALL CENTER	CALL CENTER COVERAGE FY18	2018.039	234.80
49257	AMERICAN VIDEO TRANSFER	SERVICE CONTRACT FOR INTERVIEW RECORDING		1,188.00
25022	ASPEN WIRELESS	DESIGN AND ENGINEERING SERVICES FOR FIBER	2018.011	16,666.67
225-418921	AUTO VALUE MARSHALL	WHL JACK CASTER		28.59
225-420008	AUTO VALUE MARSHALL	TARP STRAPS		22.78
225-418070	AUTO VALUE MARSHALL	OIL FILTER, OIL		53.66
225-419072	AUTO VALUE MARSHALL	BELT		(34.79)
225-419071	AUTO VALUE MARSHALL	BELT		34.59
225-418399	AUTO VALUE MARSHALL	MIST N SHINE		14.49
225-419299	AUTO VALUE MARSHALL	CD 21/64 HSD BI		4.49
225-418576	AUTO VALUE MARSHALL	HEX BIT		3.69
225-419335	AUTO VALUE MARSHALL	GASKET MAKER		14.39
225-419269	AUTO VALUE MARSHALL	STAR BIT, TORX BIT		6.48
225-418736	AUTO VALUE MARSHALL	CLEAR, OIL DRI		35.36
225-418222	AUTO VALUE MARSHALL	WHEEL		44.08
225-417782	AUTO VALUE MARSHALL	4-1/2 X 5-1/4		7.78
225-418607	AUTO VALUE MARSHALL	BATTERIES, BLADES, HSD BIT		31.27
225-417780	AUTO VALUE MARSHALL	HALOGEN CAPSULE, MINI LAMP		13.49
225-416110	AUTO VALUE MARSHALL	HALOGEN CAPSULE		9.79
225-418666	AUTO VALUE MARSHALL	FLAT WIPER BLADE		27.98
225-418246	AUTO VALUE MARSHALL	SEVERE DUTY PADS		53.99
225-419997	AUTO VALUE MARSHALL	SNAP RING PLIERS		32.69
225-420024	AUTO VALUE MARSHALL	POWERATED BELT		32.18
225-418556	AUTO VALUE MARSHALL	FILTERS		23.73
225-419237	AUTO VALUE MARSHALL	CALIPER W/BRKT - RETURNED		(105.00)
225-419126	AUTO VALUE MARSHALL	PREM SEMI MET PA		63.79
225-419134	AUTO VALUE MARSHALL	LT REB CALP		257.38
225-419037	AUTO VALUE MARSHALL	HI-POWER II BELT, HALOGEN CAPSULE		44.38
225-419023	AUTO VALUE MARSHALL	PREM SEMI MET PA, GAS MAGNUM		156.87
268167-IN	BEAVER RESEARCH CO	CLEANER		77.80
91724	BOSHEARS FORD SALES INC	2008 CHEVY G3500		1,051.06
91441	BOSHEARS FORD SALES INC	2009 FORD BUS		106.70
900565692	BSN SPORTS	SPALDING TF-1000 CLASSIC		115.93
972	BUD'S TOWING & AUTOMOT	DART BUS		50.00
RENTSRVCS2017-00001	CALHOUN COUNTY TREASURER	MRLEC 2016 MAINTENANCE COSTS REFUND		8,727.47
092517	CARRIS, STEVE	PAINT 2 OFFICES, WALL & TRIM		500.00
100817	CARRIS, STEVE	PAINT, CAULK & WINDOW GLAZE AT CITY HALL		875.00
3554	CB HALL ELECTRIC COMPANY	PAILED LIGHTS IN LOBBY AT AIRPORT		940.00
199087	CHEMCO PRODUCTS INC	POLYMER	2018.017	8,349.34
9975	COURTNEY & ASSOCIATES	SEPTEMBER RETAINER SERVICE		250.00
41101	CRANE LAND SURVEYING,	LAND DIVISION FOR 26 ACRE PARCEL		1,750.00
95031	CRT, INC	OFFICE 2016 HOME & BUSINESS		212.00
935741	CRYSTAL FLASH MARSHALL	PROPANE CYLINDER		21.70
3-53415	CUMMINS BRIDGEWAY	SERVICE CALL AT CITY HALL		864.73
3-53414	CUMMINS BRIDGEWAY	SERVICE CALL AT FIRE DEPT		864.73
3-52970	CUMMINS BRIDGEWAY	REPAIR LOW COOLANT		336.80
3-43616	CUMMINS BRIDGEWAY	MRLEC SERVICE CALL		1,296.09
3-52349	CUMMINS BRIDGEWAY	WWTP GENERATOR WATER PUMP	2018.055	2,998.50
142187	D & D MAINTENANCE SUPP	SEPTEMBER - PARKS	2018.052	355.00
143460	D & D MAINTENANCE SUPP	SEPTEMBER PSB	2018.052	1,664.00
143458	D & D MAINTENANCE SUPP	SEPTEMBER - MRLEC	2018.052	4,454.67
092717	D.I.Y. EQUIPMENT RENTA	CONCRETE SAW		65.00
091317	D.I.Y. EQUIPMENT RENTA	MINI EXCAVATOR		450.00
092617	D.I.Y. EQUIPMENT RENTA	MINI EXCAVATOR		175.00
511224	DARLING ACE HARDWARE	POISON FOR INSIDE TRANSFORMER		12.48
511207	DARLING ACE HARDWARE	THREAD SEAL TAPE		1.49
512901	DARLING ACE HARDWARE	NUTS, BOLTS, FASTENERS		1.20
515192	DARLING ACE HARDWARE	NUTS, BOLTS, FASTENERS		26.96
511494	DARLING ACE HARDWARE	NUTS, BOLTS, FASTENERS RETURNED		(1.84)
514760	DARLING ACE HARDWARE	PVC PIPE		8.98
514519	DARLING ACE HARDWARE	DRILL BIT, SAW HOLE, NUTS, BOLTS, FASTEN		25.58
514808	DARLING ACE HARDWARE	NAILS		4.99
514743	DARLING ACE HARDWARE	NUTS, BOLTS, FASTENERS		2.22
513922	DARLING ACE HARDWARE	DAWN DISH SOAP		3.99
514736	DARLING ACE HARDWARE	NUTS, BOLTS, SPRING SNAP		22.17
514856	DARLING ACE HARDWARE	CM SCREWDRIVER		9.99
514777	DARLING ACE HARDWARE	NUTS & BOLTS RETURNED, GORILLA TAPE		3.75
515215	DARLING ACE HARDWARE	CYLINDER PROPANE		3.99
515196	DARLING ACE HARDWARE	NAILS		5.59
137517	DLZ	FY18 BRIDGE INSPECTIONS	2018.002	858.48
39358	DURO-LAST ROOFING, INC	SERVICE CALL AT MRLEC		154.76
3217984	EDWARDS INDUSTRIAL SAL	QUICK CONNECT AB UNION, AIR BRAKE TUBE		56.61
3217983	EDWARDS INDUSTRIAL SAL	HYD COUPLER, QUICK CONNET		95.80
2017-5846	EMERGENCY REPORTING	INSPECTOR APP - LEVEL 3		440.00
95463	ERIC DALE HEATING & AIA/C	IN WELCOME CENTER		387.00
95464	ERIC DALE HEATING & AIA/C	IN WELCOME CENTER		500.00
123814A	EVIDENT INC	WOOD SHAFT SWABS, CAP-SHURE SWABS		410.25
MIBAT250553	FASTENAL COMPANY	ROLL TOWEL		95.76

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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
MIBAT250787	FASTENAL COMPANY	PAPER TOWELS		77.61
210977	FIRE EXTINGUISHER SERV	POLICE DEPT SERVICES		545.00
95562-1	GLACIER COMPUTER	EXPLORE TECHNOLOGIES BATTERY	2018.105	189.00
95562	GLACIER COMPUTER	XPLORE B10- 10" TABLET WITH ACCESSORIES	2018.105	4,008.37
3713	GOODWIN'S PLUMBING, LL	GRAND ST PARK PLUMBING		483.06
300089648-2017	GOVERNMENT FINANCE OFF	JON B BARTLETT - RENEWAL		170.00
100117	GUILFORD, DAVID	TUCK POINTING AT CITY HALL BUILDING-	2012018.126	6,981.00
10630325	HACH COMPANY	LAB SUPPLIES		759.36
S151093075.001	HAJOCA CORPORATION	E. MICHIGAN WATER MAIN REPAIR	2018.123	3,579.70
252861	HAVILAND PRODUCTS	COMP.CHLORINE	2018.007	591.47
253995	HAVILAND PRODUCTS	COMP.PERMANGANATE AND HYDROFLUOSILICIC ACID	2018.007	4,048.92
78958	HERMANS MARSHALL	HARDW.GLASSES, SCOTCH 33		18.78
80067	HERMANS MARSHALL	HARDW.ROUND UP		14.99
80023	HERMANS MARSHALL	HARDW.BLACK LIQUID TAPE		10.99
80271	HERMANS MARSHALL	HARDW.WIRE BRUSH, BRUSHES, ROLLERS, ETC		15.03
80300	HERMANS MARSHALL	HARDW.PAINT ROLLER		6.99
80343	HERMANS MARSHALL	HARDW.PIPE, PK TEE HINGES		18.37
80208	HERMANS MARSHALL	HARDW.ALLEN WRENCH		6.99
80188	HERMANS MARSHALL	HARDW.ZIP TIES		14.49
80217	HERMANS MARSHALL	HARDW.CLAMPS		20.28
80044	HERMANS MARSHALL	HARDW.BATTERIES		5.49
80293	HERMANS MARSHALL	HARDW.COVERS, BRUSHES		9.05
78946	HERMANS MARSHALL	HARDW.PIPE CUT, THREAD, TAPE, BUSHING		10.48
80190	HERMANS MARSHALL	HARDW.BOLTS		6.76
78948	HERMANS MARSHALL	HARDW.NIPPLE, SILL COCK, ELBOW, CUT, THREADS,		33.62
80204	HERMANS MARSHALL	HARDW.BOLT SNAPS, ROPE		5.98
80363	HERMANS MARSHALL	HARDW.DRILL BIT, VALVE, ?		18.27
80169	HERMANS MARSHALL	HARDW.BARREL SPIGOT		8.99
80247	HERMANS MARSHALL	HARDW.BLADES		27.49
80088	HERMANS MARSHALL	HARDW.ANCHORS, BATTERIES, CEMENT, FAUCET CONNE		35.59
80354	HERMANS MARSHALL	HARDW.FAN MAX		12.99
80341	HERMANS MARSHALL	HARDW.WHISK ROOM, ANGLE BROOM		24.78
80214	HERMANS MARSHALL	HARDW.GORILLA TAX		11.99
78974	HERMANS MARSHALL	HARDW.BEE SPRAY, DUST, SHOW PROTECTORS, WASP S		31.67
80373	HERMANS MARSHALL	HARDW.GRAFFITI REMOVER, SCRUBBER, BRUSHES, ETC		135.68
78860	HERMANS MARSHALL	HARDW.EARPLUGS		19.99
78966	HERMANS MARSHALL	HARDW.CAP, MAP GAS CYLINDER		12.98
80109	HERMANS MARSHALL	HARDW.ROD, BATTERIES, HOLDERS		21.96
101117	HUNTER PRELL COMPANY	RELEASE OF RETAINAGE & COMPLETION OF THE		7,075.85
44454-IN	HYDROCORP	CROSS CONNECTION CONTROL PROGRAM		395.00
24810-2017	IIMC	TRISHA NELSON - ANNUAL MEMBERSHIP		160.00
3511	J AND K PLUMBING SUPPL	SEAL COMPND RETURNED, SAND CLOTH		(12.48)
3509	J AND K PLUMBING SUPPL	THREAD SEAL COMPOUND		16.37
9413	KELLOGG'S REPAIR	SPARK PLUG, AIR FILTER		17.99
9459	KELLOGG'S REPAIR	CARB ASSM		351.62
32893	KINGS RADIATOR INC	RADIATOR CORE		948.70
1045092	LEGG LUMBER	BLUE OX MASON HAMMER		24.99
1045103	LEGG LUMBER	MORTAR MIX		23.96
1045613	LEGG LUMBER	SPF		29.36
1045431	LEGG LUMBER	SPF, OSB		38.55
1045065	LEGG LUMBER	MORTAR MIX		23.96
1045604	LEGG LUMBER	MORTAR MIX		47.92
1045418	LEGG LUMBER	2X8X14 #1 SYP, 4X8-1/2" OSB		130.80
1045413	LEGG LUMBER	2X4X12 SPF		21.56
1045056	LEGG LUMBER	WOOD STAKES, MARKING PAINT		20.48
19874	LOU'S GLOVES INC	GLOVES		86.00
99007320387-0917	LOWE'S	ACCT #9900 732038 7		125.78
16	M.C. SMITH ASSOCIATES	ELEVATOR MODERNIZATION	2016.200	855.00
47286371	MCMASTER-CARR	HALF-LINK LIFTING HOOK		76.40
47452169	MCMASTER-CARR	CREDIT FOR HALF-LINK LIFTING HOOK		(76.40)
S4224332.001	MEDLER ELECTRIC COMPAN	RED LED EXIT/UNIT COMBO		88.31
269731	MICHIGAN INDUSTRIAL GA	CYLINDER RENTAL		55.75
R105005783:01	MIDWEST TRANSIT EQUIPM	2004 INTERNATIONAL ENGINE REPAIR		398.17
482660	NAPA OF MARSHALL	SURFACE COND PAD		14.20
395732	NORTH CENTRAL LABORATO	LAB SUPPLIES	2018.015	1,081.62
395606	NORTH CENTRAL LABORATO	LAB SUPPLIES	2018.015	271.97
82704	O'LEARY WATER CONDITIO	ISEP & OCT COOLER RENTAL, WATER DELIVERED		29.00
4788-171586	O'REILLY AUTO PARTS	TREAD GAUGES, TIRE GAUGES		8.00
920457	OFFICE 360	LABELS		27.02
917826	OFFICE 360	ENVELOPES		8.99
922815	OFFICE 360	STICKIT NOTES, LGL PADS		12.97
921013	OFFICE 360	CARD HOLDER REFILL		3.19
917089	OFFICE 360	FOLDERS, FRESHENER		91.49
56185100	POWER LINE SUPPLY	LAGS		151.55
56185104	POWER LINE SUPPLY	INSULATOR		338.32
56185098	POWER LINE SUPPLY	DOUBLE EYE NUTS		146.05
56185102	POWER LINE SUPPLY	TRANSFORMER CURRENT		267.40
56185649	POWER LINE SUPPLY	METER SOCKETS 125 AMP		336.13
56184868	POWER LINE SUPPLY	POLE COVERS	2018.084	404.00

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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
56185099	POWER LINE SUPPLY	CONNECTOR SPLIT BOLT		758.92
56187460	POWER LINE SUPPLY	SCREW LAG		14.95
56187462	POWER LINE SUPPLY	DEADEND SHOE		232.30
56187461	POWER LINE SUPPLY	SMALL TRANSFORMER PAD		1,026.86
X81074	POWERPLAN	ENGINE REPAIR, ACCT #88002-30904	2018.113	2,296.81
7652	QUALITY ENGRAVING SERV	CAST BRONZE PLAQUE FOR GRAND STREET PARK	2018.073	1,882.50
7699	QUALITY ENGRAVING SERV	UPS SHIPPING TO MCMASTER-CARR		14.20
162710	QUALITY LAWN CARE	PARTIAL MOW AT AIRPORT		60.00
12083	RADIO COMMUNICATIONS	DART #15		121.35
7114753	RIETH-RILEY CONSTRUCTI	FY18 LOCAL STREET MILLING AND PAVING	2018.001	101,893.50
20179	RS TECHNICAL SERVICE	ICL2 AND SO2 FEED SYSTEM SERVICE	2018.072	2,964.50
20178	RS TECHNICAL SERVICE	IISTANDOFF PULLEY DRIVE, EYENUT		299.10
20171	RS TECHNICAL SERVICE	IIANNUAL CHLORINE SYSTEM MAINTENANCE	2018.029	1,809.08
9072	SIGNWORLD CONCEPTS	POLLINATOR PROJECT		585.00
21063-1017	SPARTAN STORES	SEPTEMBER CHARGES		103.88
1258454	STANTEC CONSULTING MIC	DAM WATERMAIN RELOCATION STUDY/DESIGN	2017.316	5,985.00
1258396	STANTEC CONSULTING MIC	SOUTH INDUSTRIAL PARK CAPACITY STUDY	2017.315	14,153.88
1258391	STANTEC CONSULTING MIC	WATER TREATMENT ASSET MANAGEMENT	2017.254	630.00
1258388	STANTEC CONSULTING MIC	FIXED ASSET INVENTORY - WWTP AND LIFT ST	2017.264	762.25
900186010	STATE INDUSTRIAL PRODU	FLOOR CLEANER		146.27
MAAO BSC INCM	STATE OF MICHIGAN	BASIC INCOME REGISTRATION - THOMAS SCOTT		250.00
MAAO REAL PRPTY VA	STATE OF MICHIGAN	COM/IND REAL PROPERTY VALUATION - THOMAS		250.00
MAAO LAND VALUE	STATE OF MICHIGAN	LAND VALUE DETERMNTNS - THOMAS SCOTT		250.00
MAAO EQLZTN DATA C	STATE OF MICHIGAN	EQUALIZATION & DATA COLLECTION - THOMAS		250.00
591-8179538	STATE OF MICHIGAN	TRAFFIC SIGNAL 1ST QTR ENERGY CHARGES		97.81
591-8179680	STATE OF MICHIGAN	AIRPORT WEATHER OBS DATA SYSTEM		574.95
S010211902.003	STUART C IRBY CO	GENERAL ELECTRIC 150 AND 112.5 KVA DUAL	2017.290	7,230.00
S010211902.001	STUART C IRBY CO	GENERAL ELECTRIC 150 AND 112.5 KVA DUAL	2017.290	6,825.00
091817	THE TOWER CLOCK COMPAN	SERVICE CALL FOR TOWER CLOCK AT CH		600.00
127260-0917	THOMAS NEIDLINGER MD	23466340 FINNEY, 23500330 GARZA		170.00
MAR5654	TIRE CITY TIRE PROS	CONNECTOR TIRE		138.88
MAR5650	TIRE CITY TIRE PROS	TIRES FOR 2011 FORD E450		277.76
244214	TUFFY AUTO SERVICE	UNISEAL TIRE REPAIR		20.20
12201	U.S. LAWNS OF KALAMAZO	2017 LAWN MOWING AT VARIOUS BUILDINGS JU	2018.056	1,782.00
161 0002014	UNIFIRST CORPORATION	PUBLIC SERVICES		153.28
161 0001445	UNIFIRST CORPORATION	DPW		49.85
161 0002013	UNIFIRST CORPORATION	DPW		54.25
161 0001446	UNIFIRST CORPORATION	PUBLIC SERVICES		153.28
161 0001447	UNIFIRST CORPORATION	POWER HOUSE		55.42
161 0001449	UNIFIRST CORPORATION	MARSHALL HOUSE		47.52
161 0002017	UNIFIRST CORPORATION	MARSHALL HOUSE		47.52
161 0002016	UNIFIRST CORPORATION	WATER		30.02
161 0001448	UNIFIRST CORPORATION	WATER		30.02
161 0002015	UNIFIRST CORPORATION	POWER HOUSE		55.42
161 0002012	UNIFIRST CORPORATION	WASTE WATER		27.47
161 0001444	UNIFIRST CORPORATION	WASTE WATER		27.47
52776	VILLA ENVIRONMENTAL CO	QUARTERLY A/B OPERATION INSPECTION		175.00
53269	WALTERS-DIMMICK PETROL	SHELL TELLUS S3 M-46 HYD OIL		770.60
092017	WARNER PUBLISHING CO.	DISPLAY AD - FARMERS MARKET		100.00
47793	WEST MICHIGAN LAWN SER	BLOW OUT SPRINKLERS		199.00
GRAND TOTAL:				251,273.09

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
2551027275-0917	CHEMICAL BANK SOUTH	HSA ACCT #2551027275 LANKERD, JOSH		460.00
2551001163-0917	CHEMICAL BANK SOUTH	HSA ACCT #2551001163 HEITFELD, CASSANDR		630.00
14013	COBAN TECHNOLOGIES	2017 MAINTENANCE RENEWAL		730.68
14538	COBAN TECHNOLOGIES	LITHIUM ION BATTERY		135.00
203229690997	CONSUMERS ENERGY	1000 0916 3203		27.89
203229690999	CONSUMERS ENERGY	1000 0916 3708		14.00
204208603575	CONSUMERS ENERGY	1030 1852 1130		1,398.73
204564576255	CONSUMERS ENERGY	1030 1580 0248		107.50
2066611211958	CONSUMERS ENERGY	1030 1352 1119		15.73
206166384222	CONSUMERS ENERGY	1030 0915 7670		18.65
206967047608	CONSUMERS ENERGY	1000 6710 1772		14.00
205721462503	CONSUMERS ENERGY	1000 0759 4680		19.21
201093932017	CONSUMERS ENERGY	1000 7224 3312		26.14
203229690998	CONSUMERS ENERGY	1000 0916 3435		60.82
204208603574	CONSUMERS ENERGY	1030 1852 0884		14.00
203229691000	CONSUMERS ENERGY	1000 0916 3971		60.82
204119604897	CONSUMERS ENERGY	1000 0033 5602		270.13
092217	CONSUMERS ENERGY	PERMIT REFUND - OVERPAYMENT		605.00
092617C	DAVIS, LINDA	ENERGY OPTIMIZATION - FURNACE & A/C		275.00
092517	DEVENEY, JAMES R	INSPECTION COMMISSION		285.00
092517	EGNATUK, ALEC	TRAVEL REIMBURSEMENT		35.94
092617A	ETER, KURT & VALERIE	ENERGY OPTIMIZATION - FURNACE		125.00
17-05351	GARAGE DOORS UNLIMITE	SERVICE CALL AT FIRE STATION		653.17
092517	GROSS, JOHN	INSPECTION COMMISSION		160.00
09/28/2017	HANN, CINDY	UB refund for account: 2900310023		58.41
742920, 790651	HUB INTERNATIONAL MID	17-18 PACKAGE RENEWAL - 2ND INSTALLMENT		50,074.00
749951	HUB INTERNATIONAL MID	POLICY INVC 2 OF 4, ITEM 7191384		6,213.00
092817	ISHAM, ERICA	ENERGY OPTIMIZATION - FURNACE		125.00
092617B	JOHNSON, JERRY	ENERGY OPTIMIZATION - FURNACE & A/C		345.00
092617	LANE, CRYSTAL	FLASH DRIVE		12.99
082617	LINE DESIGN & LANDSCA	SISTER CITY PARK LANDSCAPING	2018.121	2,500.00
092217	LINE DESIGN & LANDSCA	LANDSCAPING AND IRRIGATION SERVICES AT	2017.262	3,000.00
97	MAGIC MAIDS	SEPTEMBER SERVICES		1,400.00
96	MAGIC MAIDS	CLEAN APT #305		100.00
09/28/2017	MAGRO, JAY	UB refund for account: 2900030037		36.46
092617	MARSHALL ANIMAL CARE	ENERGY OPTIMIZATION - LED LIGHTING		184.88
9784-0917	MARSHALL COMMUNITY CU	9784 - BARTLETT		576.70
9421-0917	MARSHALL COMMUNITY CU	9421 - SEARS		1,474.30
4868-0917	MARSHALL COMMUNITY CU	4868 - RICE		1,295.68
3507-0917	MARSHALL COMMUNITY CU	3507 - MCDONALD		28.50
092617	MARSHALL METAL PRODUC	ENERGY OPTIMIZATION - LED LIGHTING		181.00
092617	MARSHALL PUBLIC SCHOO	ENERGY OPTIMIZATION - LED LIGHTING AT H		796.50
2103520011	MBJK RENTALS	1060 S KALAMAZOO-TENANT PAID UB TAX CER		149.75
S4212287.003	MEDLER ELECTRIC COMPA	PVC COUPLINGS		89.34
S4205516.001	MEDLER ELECTRIC COMPA	5" PVC RIGID CONDUIT 10' PIECES-	2018.117	1,539.29
S4212287.001	MEDLER ELECTRIC COMPA	UNDERGROUND PVC - KALAMAZOO PROJECT		249.94
S4212287.002	MEDLER ELECTRIC COMPA	PVC ELBOWS		61.41
200002989	MICHIGAN ASSOCIATION	WIN 18 FULL CONFRNC REG - SCOTT MCDONAL		230.00
WW OPRTRS CLSS	MICHIGAN RURAL WATER	LYNN COOK - WASTEWATER OPERATIONS CLASS		265.00
092617F	MILLER, BRYAN	FORFEIT FEE - ADULT SOFTBALL		76.00
09/28/2017	MILLER, ELAINE	UB refund for account: 3005420026		55.19
092517	NICHOLS, JEFFREY S	INSPECTION COMMISSION		737.25
09/28/2017	ROSE, DONALD C	UB refund for account: 2602580001		321.97
092217	SEARS, THERESA	TRAVEL EXPENSE FOR MI-NAHRO CONFERENCE		285.39
092617	SMASTON, ANN	ENERGY OPTIMIZATION - FURNACE		125.00
092617D	SMITH, TALBOT	ENERGY OPTIMIZATION - FURNACE & A/C		285.00
761-8178666	STATE OF MICHIGAN ENV	DRINKING WATER LAB CERTIFICATION	2018.114	2,610.56
092617	TAYLOR WARNER	SCOREKEEPER PAY - ADULT SOFTBALL		16.00
092617E	TRIEBOLD, AUGUST	ENERGY OPTIMIZATION - LED BULBS		20.00
092617	WAIDELICH, THOMAS	ENERGY OPTIMIZATION - APPLIANCES		50.00
GRAND TOTAL:				81,711.92

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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
145970911-0917	A T & T	ACCT #145970911		75.76
100317	BAIER, JESSICA	MACKINAC ISLAND TRIP TIPS		336.00
100317	CALHOUN COUNTY CLERK	RECORDING OF (3) 425 AGMTS		90.00
2017 SMR #2	CALHOUN COUNTY TREASUR	2017 SUMMER DIST #2 09/01/17--09/30/17		1,219,930.71
093017	CALHOUN COUNTY TREASUR	SEPTEMBER 2017 TRAILER FEES		80.00
2017 SMR #2	CALHOUN INTERMEDIATE S	2017 SUMMER DIST #2 09/01/17--09/30/17		340,039.83
STREETS20180000001	CITY OF BATTLE CREEK	TRUNKLINE TRAFFIC SIGNAL MAINT APR, MAY,		3,272.14
512745	DARLING ACE HARDWARE	FOAM ROLLERS, GLUE SPRY, GLUE CMNT		43.97
512749	DARLING ACE HARDWARE	UTILITY KNIFE, ENERGZR BATT		22.98
512756	DARLING ACE HARDWARE	STAPLEGUN & STAPLES		23.98
509054	DARLING ACE HARDWARE	ACE GLOVES		19.99
508646	DARLING ACE HARDWARE	LABOR		10.00
512024	DARLING ACE HARDWARE	BENT HITCH PIN, NUTS & BOLTS		7.81
512448	DARLING ACE HARDWARE	O-RING FITS, FILTER		12.98
511869	DARLING ACE HARDWARE	BIT DRILL		5.99
512365	DARLING ACE HARDWARE	SCREWDRIVER		32.99
512614	DARLING ACE HARDWARE	HEX NUT ZINC		19.58
512632	DARLING ACE HARDWARE	STAR LAG TAN		35.98
511566	DARLING ACE HARDWARE	SUPERCUT LINE		54.95
510619	DARLING ACE HARDWARE	SUPERCUT LINE		54.95
510586	DARLING ACE HARDWARE	SPACER FLANGE		7.49
510283	DARLING ACE HARDWARE	NUTSETTER, NUTS & BOLTS		9.55
510536	DARLING ACE HARDWARE	STAIN BASE		24.99
511048	DARLING ACE HARDWARE	STAIN BASE		24.99
510614	DARLING ACE HARDWARE	NUTS, BOLTS, FASTENERS		4.20
510870	DARLING ACE HARDWARE	GROUND CLEAR CONC		21.99
511206	DARLING ACE HARDWARE	NIPPLE GALV, CAP GALV		3.18
511667	DARLING ACE HARDWARE	NUTS, BOLTS, FASTENERS		0.60
513083	DARLING ACE HARDWARE	NUTS, BOLTS, FASTENERS		0.72
508591	DARLING ACE HARDWARE	TRUFUEL 50:1		33.00
092717	FOSTER SR, KEN	TRAVEL EXPENSE		96.38
092517	GALLOWAY, JOHN	BOOT ALLOWANCE		197.16
092917	GEIGER, MATTHEW	ENERGY OPTIMIZATION - APPLIANCES		25.00
1511836	GRIFFIN PEST SOLUTIONS	1201 ARMS ST		42.00
3231726	IIX INSURANCE INFORMAT	MOTOR VEHICLE REPORTS		50.55
100317	JEFFERY, LARRY & JANIC	ENERGY OPTIMIZATION - FURNACE		125.00
093017	JINKS, DAN	MEAL		10.00
2017 SMR #2	KELLOGG COMMUNITY COLL	2017 SUMMER DIST #2 09/01/17--09/30/17		196,285.35
10/06/2017	KOVACH, JAMES	UB refund for account: 3005960031		84.04
2017 SMR #2	MARSHALL DISTRICT LIBR	2017 SUMMER DIST #2 09/01/17--09/30/17		181,542.37
2017 SMR #2	MARSHALL PUBLIC SCHOOL	2017 SUMMER DIST #2 09/01/17--09/30/17		813,673.17
S4218384.001	MEDLER ELECTRIC COMPAN	PVC ITEMS		124.54
S4219314.001	MEDLER ELECTRIC COMPAN	2" ELBOW		75.79
S4219314.004	MEDLER ELECTRIC COMPAN	6" TERMINAL ADAPTER		33.42
S4219314.003	MEDLER ELECTRIC COMPAN	6" TERMINAL ADAPTER		39.00
S4219314.002	MEDLER ELECTRIC COMPAN	2" ELBOW		33.06
S4218384.003	MEDLER ELECTRIC COMPAN	CONDUIT STRAP		10.06
S428384.002	MEDLER ELECTRIC COMPAN	CONDUIT STRAP		13.80
100217	MUSSER, TIM	COCM CONFERENCE TRAVEL EXPENSES		109.05
091517A	NASH, WILL	MILEAGE REIMBURSEMENT		107.00
249-005681330	REPUBLIC SERVICES #249	ACCT #3-0249-1022021		1,127.90
093017	SANDERS, TIM	MEAL		10.00
100617	SIMS ELECTRIC SERVICE	PERMIT REFUND - OVERPAYMENT		145.00
18638	STATE OF MICHIGAN	ELEVATOR CERTIFICATE OF OPERATION - MH		195.00
18639	STATE OF MICHIGAN	ELEVATOR CERTIFICATE OF OPERATION - MH		190.00
23379	STATE OF MICHIGAN	ELEVATOR CERTIFICATE OF OPERATION - CITY		180.00
591-8178797	STATE OF MICHIGAN	AERONAUTICAL FACILITY & MANAGER LICENSE		50.00
093017	TAYLOR, JEFF	MEAL		10.00
100217	THOMPSON, ROBERT	ENERGY OPTIMIZATION - AC TUNE UP		20.00
10/06/2017	VOSBURG, JAMES & KRAUS	UB refund for account: 2901330015		75.43
10040269-0917	WOW! BUSINESS	ACCT #010040269		509.00
14226414-0917	WOW! BUSINESS	ACCT #014226414		99.76
10058364-0917	WOW! BUSINESS	ACCT #010058364		32.97
GRAND TOTAL:				2,759,623.10



ADMINISTRATIVE REPORT
October 16, 2017 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council Members

FROM: Jacqueline Slaby, Director of Community Services
Tom Tarkiewicz, City Manager

SUBJECT: Public Hearing to consider Zoning Amendment #RZ17.05 to rezone 1005 E. Michigan Avenue to FS (Freeway Services)

BACKGROUND: The City received a request from Eileen Burns, owner of the Hi Lite Cruz-In, to use city utilities after experiencing a septic tank failure. Located at 1005 E Michigan Ave. the property was under the jurisdiction of Marengo Township and has since been transferred to the City of Marshall on July 1, 2017, upon approval from the Township.

The Planning Commission received Mrs. Burns' request at their regular meeting on July 12, 2017 and held a public hearing on the matter at their regular meeting on September 13, 2017.

The following reasons for rezoning as Freeway Services were presented to the Planning Commission for consideration by Jacqueline Slaby:

1. The current use of parcel #53-308-015-00 is a restaurant with an accessory drive-in.
2. Under Marengo Township, the property was zoned as Highway Service.
3. It is surrounded by a mixture of residential (including a cemetery) and what observes to be commercial retail.
4. A nearby parcel that was also transferred from Marengo Township to the City of Marshall a few years ago is the Love Truck Stop which includes a restaurant with accessory drive-thru (Hardee's). Love Truck Stop was rezoned as Freeway Services.
5. The property in question has been identified by city staff as (1) a nonconforming use because of its accessory drive-in and (2) a nonconforming structure because of its existing setbacks. This building and the use of the building (described above) existed and operated in Marengo Township prior to the City's effective date of adopting its most recent Zoning Ordinance

No public commented.

MOTION by Collins, supported by Burke Smith, to recommend to the City Council the approval of the Zoning Amendment Application #RZ17.05 to rezone 1005 East Michigan Avenue as FS (Freeway Services). On a voice vote;
MOTION CARRIED.

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cityofmarshall.com

RECOMMENDATION: After hearing public comment, it is recommended that the City Council approve Zoning Amendment Application #RZ17.05 that hereof rezones 1005 East Michigan Avenue as FS (Freeway Services).

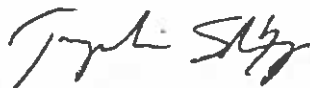
FISCAL EFFECTS: None at this time.

CITY GOAL CLASSIFICATION: GOAL AREA I: ECONOMIC DEVELOPMENT
Sustain and intensify the economic vitality of the Marshall area.

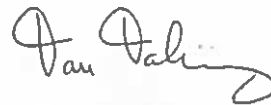
GOAL AREA IV: INFRASTRUCTURE
Preserve, rehabilitate, maintain and expand city infrastructure and assets.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,



Jacqueline Slaby
Director of Community Services



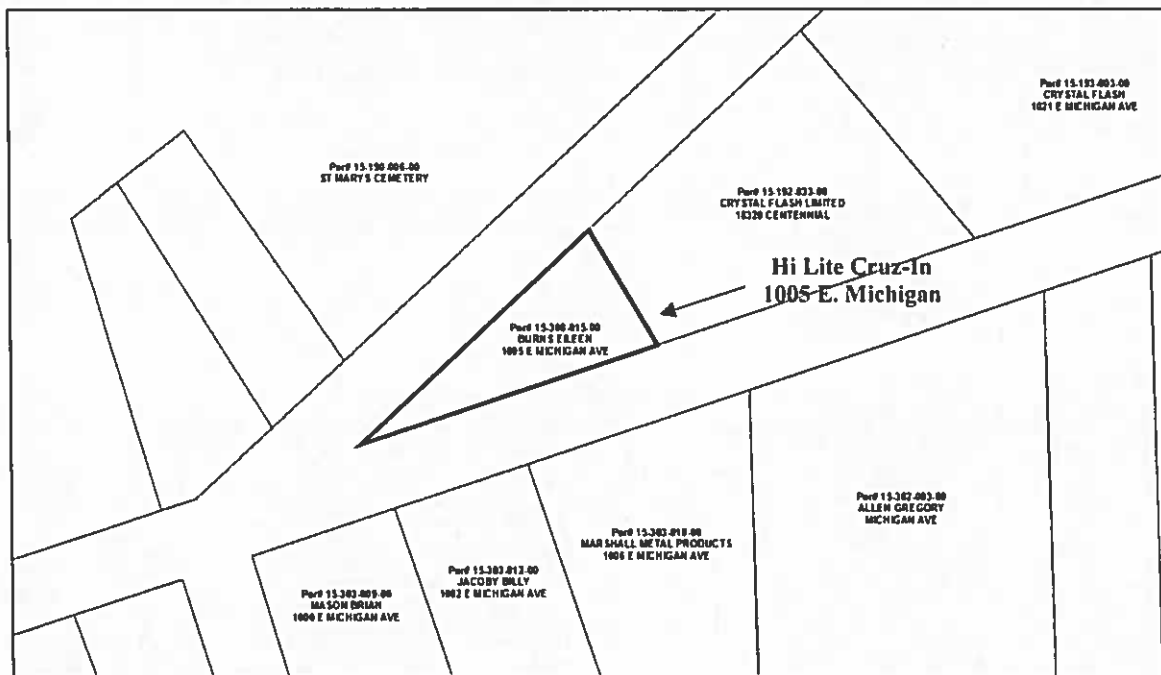
Tom Tarkiewicz
City Manager

**CITY OF MARSHALL
ORDINANCE #2017-**

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF MARSHALL SO AS TO CHANGE THE ZONING OF ONE PARCEL OF REAL PROPERTY AT 1005 EAST MICHIGAN AVENUE, PARCEL #15-308-015-00 TO FREEWAY SERVICES (FS).

THE CITY OF MARSHALL, MICHIGAN ORDAINS:

Section 1. Pursuant to the authority granted in Section 7.1 of the Marshall City Code, the Zoning Map of the City of Marshall is hereby amended so as to designate the zoning district for the below described property as Freeway Services (FS).



Property Descriptions

PARCEL #15-308-015-00

Common Addresses

1005 E Michigan Avenue

Section 2. This Ordinance or a summary thereof shall be published in the *Marshall Chronicle*, a newspaper of general circulation in the City of Marshall qualified under state law to publish legal notices, within ten (10) days after its adoption. This Ordinance shall be recorded in the Ordinance Book and such recording shall be authenticated by the signature of the Mayor and the City Clerk.

Section 3. This Ordinance is declared to be effective immediately upon publication.

Adopted and signed this _____ day of _____, 2017.

Jack Reed, MAYOR

Trisha Nelson, CITY CLERK

I, Trisha Nelson, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of an ordinance approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on October 16, 2017, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available by said Act.

Trisha Nelson, CITY CLERK



ADMINISTRATIVE REPORT
October 16, 2017 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council Members

FROM: Jacqueline Slaby, Director of Community Services
Tom Tarkiewicz, City Manager

SUBJECT: Public Hearing to consider changes to Zoning Ordinance for private road standards

BACKGROUND: Director of Community Services, Jacqueline Slaby, proposed an amendment to the City Zoning Ordinance to ensure flexibility for industrial developments when building access drives in hopes to better optimize the use of their property.

Currently, under the section for Private Road Standards in Chapter 5.0 SITE STANDARDS of the City Zoning Ordinance, multi-family and commercial developments are granted this flexibility in regulations for internal access drives. Such developments generally are large scale projects that attract high levels of traffic and are set farther back from the public road requiring access drives. Access drives tend to provide better access and traffic circulation, while creating greater opportunity for screening to effectively provide privacy and protection between sites, especially when neighboring different uses. Industrial developments often experience these same conditions. Access drives proposed as part of these developments' sites would remain subject to site plan approval by city staff and the Planning Commission. The following change(s) are being recommended:

- **Add industrial developments to Section 12 Private Road Standards of Chapter 5.0 Site Standards:** "The City discourages the use of private roads, but may allow private roads as a use subject to special conditions in accordance with Section 6.2 and this Section. The regulations for private roads contained herein shall not apply to platted subdivisions regulated by Chapter 155 of the City's Code of Ordinances, or internal access drives to parking within approved site plans for multiple-family, industrial, or commercial developments."

The Planning Commission received the proposed amendment on August 9, 2017 to review and set public hearing. They held a public hearing on September 13, 2017 and no public commented.

Commissioner Bomia asked for further clarification on the language used in the proposed zoning amendment to better understand what the new change would exactly be. Jacqueline Slaby explained that the current section allows multifamily and commercial developments greater freedom in the design of the site's access drives. The proposed amendment would allow industrial developments that require an internal access drive to connect the property to the public road, to be regulated in the same way multifamily and commercial developments already are.

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MOTION by McNiff, supported by Meservey, to recommend to the City Council the approval of changes to the zoning ordinance. On a voice vote; **MOTION CARRIED.**

RECOMMENDATION: After hearing public comment, It is recommended that City Council approve the proposed zoning amendment to the Private Road Standards section of the Zoning Ordinance.

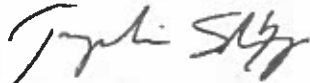
FISCAL EFFECTS: None at this time.

CITY GOAL CLASSIFICATION: GOAL AREA I. ECONOMIC DEVELOPMENT

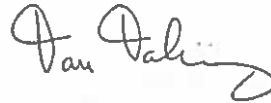
Goal Statement: Sustain & intensify the economic vitality of the Marshall area.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,



Jacqueline Slaby
Director of Community Services



Tom Tarkiewicz
City Manager

CITY OF MARSHALL
ORDINANCE #2017-

AN ORDINANCE TO AMEND CITY OF MARSHALL ZONING CODE, CHAPTER 5.0 SITE STANDARDS, SECTION 14 THE CITY OF MARSHALL ORDAINS:

Section 1d. That chapter 5.0, Site Standards, section 14, Parking, Loading, and Access Management of the Marshall City Zoning Code, is hereby amended to Add the following:

(12) Private Road Standards. The City discourages the use of private roads, but may allow private roads as a use subject to special conditions in accordance with Section 6.2 and this Section. The regulations for private roads contained herein shall not apply to platted subdivisions regulated by Chapter 155 of the City's Code of Ordinances, or internal access drives to parking within approved site plans for multiple-family, industrial, or commercial developments.

Section 2. This Ordinance [or a summary thereof as permitted by MCL 125.3401] shall be published in the *Marshall Chronicle*, a newspaper of general circulation in the City of Marshall qualified under state law to publish legal notices. This Ordinance shall be recorded in the Ordinance Book and such recording shall be authenticated by the signatures of the Mayor and the City Clerk.

Section 3. This Ordinance is declared to be effective immediately upon publication.

Adopted and signed this _____ day of _____, 2017.

Jack Reed, MAYOR

Trisha Nelson, CITY CLERK

I, Trisha Nelson, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of an ordinance approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on October 16, 2017, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available by said Act.

Trisha Nelson, CITY CLERK



ADMINISTRATIVE REPORT
October 16, 2017 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council Members

FROM: Jacqueline Slaby, Director of Community Services
Tom Tarkiewicz, City Manager

SUBJECT: Public Hearing to consider changes to Zoning Ordinance for new principal uses in I-1 & I-2 Districts

BACKGROUND: Director of Community Services, Jacqueline Slaby, proposed an amendment to the City Zoning Ordinance to acknowledge the new uses in I-1 and I-2 Districts introduced by the City Medical Marihuana Ordinance passed by City Council on June 5, 2017 and to ensure consistency between both City ordinances. Planning Commission received the proposed amendment on August 9, 2017 to review and set public hearing. They held a public hearing on September 13, 2017 and no public commented. The following change(s) are being recommended:

- Add the following as a principal use permitted under I-1 (Research and Technology District): *"Any use allowed in such district as provided in the City Medical Marihuana Ordinance."*
- Add the following as a principal use permitted under I-2 (General Industrial District): *"Any use allowed in such district as provided in the City Medical Marihuana Ordinance."*

MOTION by Burke Smith, supported by McNiff, to recommend to the City Council the approval of changes to the zoning ordinance. On a voice vote; **MOTION CARRIED.**

RECOMMENDATION: After hearing public comment, it is recommended that the City Council approve the amendment to add the uses regulated by the City Medical Marihuana Ordinance to I-1 and I-2 Districts as principal permitted uses in the Zoning Ordinance.

FISCAL EFFECTS: None at this time.

CITY GOAL CLASSIFICATION: GOAL AREA I: ECONOMIC DEVELOPMENT

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

ALTERNATIVES: As suggested by Council.

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Respectfully submitted,

Jacqueline Slaby
Director of Community Services

Tom Tarkiewicz
City Manager

**CITY OF MARSHALL
ORDINANCE #2017-**

AN ORDINANCE TO AMEND CITY OF MARSHALL ZONING CODE, CHAPTER 3.0 ZONING DISTRICTS SECTIONS 1.12.B AND 1.13.B THE CITY OF MARSHALL ORDAINS:

Section 1. That chapter 3.0, Zoning Districts of the Marshall City Zoning Code, is hereby amended to Add the following uses:

- (1.12.B) *"Any use allowed in such district as provided in the City Medical Marihuana Ordinance."*
- (1.13.B) *"Any use allowed in such district as provided in the City Medical Marihuana Ordinance."*

Section 2. This Ordinance [or a summary thereof as permitted by MCL 125.3401] shall be published in the *Marshall Chronicle*, a newspaper of general circulation in the City of Marshall qualified under state law to publish legal notices. This Ordinance shall be recorded in the Ordinance Book and such recording shall be authenticated by the signatures of the Mayor and the City Clerk.

Section 3. This Ordinance is declared to be effective immediately upon publication.

Adopted and signed this _____ day of _____, 2017.

Jack Reed, MAYOR

Trisha Nelson, CITY CLERK

I, Trisha Nelson, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of an ordinance approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on October 16, 2017, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available by said Act.

Trisha Nelson, CITY CLERK



ADMINISTRATIVE REPORT
October 16, 2017 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

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

SUBJECT: Ketchum Park Master Plan

BACKGROUND: Over the years the Ketchum Park Advisory Committee (KPAC) has been very active developing a long-term plan for the development of Ketchum Park. The committee has been working with the Kalamazoo River Community Recreational Foundation (KRCRF) regarding projects at the park. The KRCRF, as a potential funding partner, expressed their desire to fund a formal Master Plan for Ketchum Park. As a result of this discussion a Request for Proposal (RFP) was sent out and bids were received on July 24, 2017, they are as follows:

Consultant	Master Plan
Progressive AE Grand Rapids, MI	\$9,000
Viridis Design Group Kalamazoo, MI	\$9,050
Wightman & Assoc. Portage, MI	\$15,000
MC Smith Group Grand Rapids, MI	\$16,000
LAP & Creative Lansing, MI	\$17,276.25
TowerPinkster Kalamazoo, MI	\$27,480

After extensive review of all the proposals by the Director of Public Services, KPAC and KRCRF Board member's two consultants were selected to be interviewed for this project. The selected consultants were Viridis Design Group and TowerPinkster. Both consultants attended interviews on September 7 with city staff, KPAC and KRCRF representatives. Following the interviews it was decided that TowerPinkster would be selected to complete this Master Plan, however a change in project lead was requested by the interview committee. Due to requested changes in project leads, etc. a decrease in TowerPinkster fees was presented to the city. The revised Fee Proposal was \$23,710.

A grant for funds to cover the cost of this Master Plan was presented to the KRCRF Board and approved in early October for the amount of \$30,000 to cover the initial consultant fees plus a contingency for any additional services that may be required during the planning process.

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RECOMMENDATION: It is recommended that City Council award the Ketchum Park Master Plan Project to TowerPinkster for the amount of \$23,710 plus \$6,290 contingency.

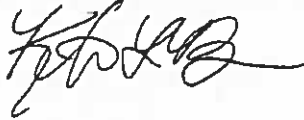
FISCAL EFFECTS: To authorize a contract in the amount of \$23,710 with a contingency amount \$6,290 for a total of \$30,000 expensed from \$30,000 in grant funds given to the City of Marshall – Ketchum Park Master Plan from the Kalamazoo River Community Recreational Foundation.

CITY GOAL CLASSIFICATION: GOAL AREA IV: INFRASTRUCTURE

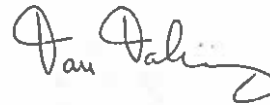
Preserve, rehabilitate, maintain and expand city infrastructure and assets.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,



Kristin Bauer
Director of Public Services



Tom Tarkiewicz
City Manager



ADMINISTRATIVE REPORT
October 16, 2017 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council
FROM: Jacqueline Slaby, Director of Community Services
Tom Tarkiewicz, City Manager
SUBJECT: Cronin Developers Agreement Amendment

BACKGROUND: On August 8, 2017, City Council approved the proposal for the Cronin Building project to change the MEDC grant criteria from Job Creation to Blight Elimination. As part of the submission to MEDC to change the grant’s criteria from Job Creation to Blight Elimination, a new Developers Agreement between the Project’s Developer, Steve Eyke, and the City of Marshall is required.

City Attorney and staff met with Steve Eyke on Monday, September 25, 2017 to go over the current Developers Agreement and discuss any necessary changes. The agreement required changes that updated language, deadlines due to extensions granted later on, and the content of the grant due to the state’s transition from MSHDA to MEDC as the grant administrator. The rest of the materials required by MEDC were submitted by staff on October 9, 2017. With the upcoming grant deadline of October 30, 2017 the draft amended Developers Agreement (please see attached) must be submitted to MEDC for review as soon as possible to avoid disapproval from the state for the modification of the project scope to change the criteria from Job Creation to Blight Elimination.

RECOMMENDATION: It is recommended that City Council approves the amended Developers Agreement between Steve Eyke, the Developer of the Cronin Building project, and the City of Marshall, to be submitted to MEDC for review, pending final review and approval by the City Manager and the City Attorney.


FISCAL EFFECTS: If the amendment is not approved (knowing the job creation criteria will not be met by October 30th) the City may be required to reimburse back to the State, all or a portion of the grant funds used for this project.


CITY GOAL CLASSIFICATION: GOAL AREA III: HOUSING DEVELOPMENT
Provide for progressive, diverse and unique housing opportunities.

ALTERNATIVES: As suggested by Council.

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Respectfully submitted,


Jacqueline Slaby
Director of Public Services


Tom Tarkiewicz
City Manager

MEMORANDUM OF UNDERSTANDING
CONCERNING PROJECT CLOSE OUT,
GRANT CONVERSION
AND DEPOSITORY ESCROW AGREEMENT

This Memorandum of Understanding Concerning Project Close Out, Grant Conversion and Depository Escrow Agreement (“MOU”) is made effective as of **October 16, 2017** (Effective Date), between **the City of Marshall**, (“City”), Urban Concepts, Inc. (“Urban”) and Cronin Building Development, LLC (“CBDL”). When used in this MOU the word Developer shall be considered a reference to Urban and CBDL, either individually, separately, or collectively, as may be necessary. The City, Urban and CBDL are collectively referred to here as the Parties.

Recitals

This Agreement relates to the following facts and circumstances:

A. Urban and the City entered into an agreement entitled “Agreement For Purchase of Real Estate” dated effective November 11, 2013, (“Purchase Agreement”), pursuant to which City has agreed to sell and Developer has agreed to purchase certain real property commonly known as the Cronin Building (the Building, and described in the attached Exhibit A. Urban and the City to apply for certain grants to permit development of the Building (“Original Grant”). The Original Grant ultimately awarded by the State of Michigan required the achievement of certain job creation benchmarks.

B. Urban has transferred its interest in developing the Building and the Original Grant to CBDL.

C. The Parties acknowledge that the Purchase Agreement provided for future obligations for each of the parties thereto concerning the development of the Property, including participating in grant applications, among other things. The agreement also provided that the City would have a right of re-purchase upon certain conditions. The parties recognize that the Project has evolved over time and in some cases the future obligations of the Parties have changed, become impractical or are unnecessary to completion of the project as it is now constituted.

D. Urban, CBDL and City have agreed to apply to the State of Michigan for a modification of the Original Grant that would eliminate certain job creation requirements and require that the City certify that the Developer has satisfied, or will satisfy in the future, certain blight elimination objectives identified by the City. The City has identified the following blight elimination tasks to be performed in the future, as described in Exhibit B, attached.

E. The parties also wish to document the alteration of the Purchase Agreement, and confirm the completion or modification of all important executory provisions of the Purchase Agreement.

F. The State of Michigan has required an escrow agreement to complete the blight elimination tasks that the parties believe may not be completed before the State of

Michigan approves the change of the grant requirements from job creation to blight elimination. To that end the Parties agree to create a depository escrow require the enter into an Agreement requiring the Developer to deposit with the City a total of Twelve Thousand (\$12,000.00) Dollars, which represents the Parties reasonable estimate of the cost of completing the blight elimination tasks identified in Exhibit B (the Deposit), to be disbursed by the City as provided for in this Agreement.

Now therefore, based on the above Recitals, the Parties agree as follows:

1. **Close Out of Prior Agreement.** Due to changes in the Project, and in particular the currently existing grant requirements not anticipated at the time the Parties signed the Purchase Agreement, the Parties agree that upon (a) the Developer making the Escrow Deposit required below; and (b) the State of Michigan's conversion the existing grant covering the Building, all individual or collective future obligations contained in the Purchase Agreement have been extinguished, completed, satisfied or waived, unless specifically preserved in this MOU.

2. **Conversion of Grant.** The Parties agree that they will jointly request that the State of Michigan either (a) convert the existing grant applicable to the Building to a Blight Elimination Grant that does not require job creation; or, (b) extend or waive the job creation requirement in any existing grant covering construction of the Building. The Parties agree that the grant conversion is necessary to permit completion of any improvements to the Building, given present circumstances. The Parties further agree that this grant conversion is necessary to permit completion of the first floor commercial bays, which the Developer intends to schedule after the effective date of this MOU. The parties agree that they will sign any document which the State of Michigan requests, or deems necessary, or helpful, in securing conversion of the Grant.

3. **Completion of the Commercial Bays.** The Parties acknowledge that the Developer intends to complete the first floor commercial bays of the Building for the use or lease by restaurant or retail users. The Parties further agree that completion of the second and third floor residential spaces most likely must be completed before the commercial bays, depending upon the needs and availability of a commercial user. The parties agree that the Developer will concentrate his efforts with these priorities. Provided, however, that should the Developer be unable to complete the commercial bays before June 30, 2018, the Developer agrees that the building windows and exterior will be maintained in a manner consistent with commercial use, the interior spaces of the commercial bays will be maintained in a "build-out ready" condition and with minimal storage that might interfere with showing the property commercial development.

4. **City's Right to Repurchase.** The City's right to repurchase, set forth in the Purchase Agreement is retained only in so far as the Developer shall seek to sell the Property to a third party prior to its completion of a buildout of the first floor commercial bays. In that case, then such sale shall only take place if the City approves of the sale in writing and in advance.

5. **The Deposit.** The Developer shall deposit Twelve Thousand (\$12,000.00) Dollars with the City and the City shall hold these funds subject to disbursement and use as provided below.

6. **Completion of the Blight Elimination Tasks.** If the City determines that the Developer has fully complied with, and completed all of, the Blight Elimination tasks identified in Exhibit B, the City shall deliver all funds held under this Agreement directly to the Developer, or as the Developer may direct in writing.

7. **Notice of Failure to Perform.** If the Developer fails to perform any or all of the Blight Elimination Tasks the City shall notify the Developer in writing of this failure and the Developer shall have 14 calendar days to either dispute, in writing, the City's Notice of Failure in whole or in part, or complete the Blight Elimination Tasks.

8. **Retention of Escrow by the City.** If the Developer refuses or fails to complete all or part of the Blight Elimination Tasks, and the Developer has not disputed the Notice of Non-Completion in the time provided above provided by the City, the Developer shall forfeit the Deposit, which shall be retained by the City.

9. **Resolution of Disputes.** If the Developer provides a written notice of dispute, in whole or in part, the parties will meet informally to resolve the dispute and the City shall continue to hold the Deposit, until the parties have prepared a written agreement concerning the distribution of the Deposit, and the completion of the Blight Elimination Tasks. If the parties cannot agree on a distribution of the Deposit within 28 calendar days of the date of the Developers Notice of Dispute, the parties shall be free to pursue any available legal remedy, provided however that the City may immediately use all, or any portion, of the Deposit to complete and uncompleted item listed on the City's Notice of Failure.

10. **Notices.** Any request, direction, notice, or other service required or permitted to be made or given by any Party to this Agreement shall be in writing and shall be deemed sufficiently given or served for all purposes if delivered in person or via registered or certified mail, return receipt requested, to the Parties at the addresses set forth below or at such other address as any Party shall from time to time specify by written notice given to all other Parties.

In the case of City: Tom Tarkiewicz, Marshall City Manager, 323 W. Michigan Avenue, Marshall, MI 49068.

In the case of Urban: @

In the case of CDBL: @

11. **Counterparts; Facsimile Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed signature page to this Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed signature page to this Agreement, with the same binding legal effect as an original executed counterpart of this Agreement, as well as a counterpart of any other documents executed under this Agreement.

12. **Modifications.** No modification of this Agreement shall be valid unless the modification is in writing and signed by all Parties to this Agreement.

13. **Waiver.** No waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the person or party against whom the waiver is asserted.

14. **Invalid Provision.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed as if the invalid or unenforceable provision were omitted.

15. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the Parties and their heirs, legal representatives, executors, administrators, successors, and assigns.

16. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of **Michigan**.

The Parties have signed this Escrow Agreement on the dates set forth below, to be effective on the date listed on the first page of this Agreement.

City of Marshall

Date: _____

By: /s/ _____

URBAN

Date: _____

By: /s/ _____

CBDL

Date: _____

By: /s/ _____