



MARSHALL CITY COUNCIL AGENDA

Monday – 7:00 P.M.

October 18, 2021

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

A. Motorpool & Water Department Purchases

City Council will consider the recommendation to approve the purchase of one (1) Ford F-250 with Plow for \$40,950 and one (1) Ford F-250 with Knapheide 696-S Service Body for \$47,489 from Gorno Ford, the approve MiDeal dealer.

B. Motorpool & Wastewater Purchases

City Council will consider the recommendation to approve the purchase of one (1) Ford F-550 with Knapheide 9' Crane Body for \$109,301 and one (1) Ford F-250 pick-up truck for \$34,755.00.

C. City Council Minutes

Work Session.....Monday, October 4, 2021
 Regular Session.....Monday, October 4, 2021

D. City Bills

Regular Purchases	\$ 50,396.51
Purchased Power.....	\$ 791,442.16
Weekly Purchases –10/1/21.....	\$ 32,388.13
Weekly Purchases –10/8/21.....	\$ 492,077.97
Total.....	\$ 1,366,304.77

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

A. Obsolete Property Rehabilitation (OPRA) Application

City Council will consider the recommendation to approve the request for a 12-year OPRA exemption for the rear portion of the second floor of 105 West Michigan Avenue.

Mayor:

Joe Caron

Council Members:

Ward 1 - Scott Wolfersberger

Ward 2 - Jim Schwartz

Ward 3 - Jacob Gates

Ward 4 - Jen Rice

Ward 5 - Ryan Underhill

At-Large - Ryan Traver



11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

A. Resolution to Establish Fees for Animal Drawn Vehicles

City Council will consider the recommendation to approve the resolution to establish fees for Animal Drawn Vehicles.

B. Support for Battle Creek Unlimited's Build Back Better Grant Application

City Council will consider the recommendation to approve the resolution of support for Battle Creeks Unlimited' s Build Back Better Challenge.

C. FiberNet Technical Support Contract

City Council will consider the recommendation to approve the contract CHR Solutions, Inc. as presented.

D. Director of Electric Utilities Salary

City Council will consider the recommendation to approve the proposed salary of \$130,000 for the position of Director of Electric Utilities.

13) APPOINTMENTS / ELECTIONS

A. Planning Commission Appointment

City Council will consider the recommendation to approve the appointment of Timothy Fitzgerald to the Planning Commission with a term expiring November 1, 2024.

14) PUBLIC COMMENT ON NON-AGENDA ITEMS

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

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

Respectfully submitted,

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

Tom Tarkiewicz
City Manager

October 18, 2021

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ADMINISTRATIVE REPORT
October 18, 2021 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

FROM: Marguerite Davenport, Director of Public Services
Phil Smith, DPW Superintendent
Aaron Ambler, Water Superintendent
Christy Ramey, Purchasing Agent
Tom Tarkiewicz, City Manager

SUBJECT: Motorpool & Water Department Purchase – Service Trucks

BACKGROUND: The Water Department is scheduled to replace two vehicles this year. One 2004 F-150 and one 2003 F-450 Dump Truck. In addition to two planned replacements a third truck, 2010 F-150, requires replacement because it has blown an engine. This particular year model is known for engine issues (this is the second unit the City has replaced due to this issue). A replacement engine is not available refurbished and the replacement engine could have the same issues. The Motorpool and Water Departments have worked together to propose replacement of two of the three vehicles needed.

The Water Department has decided to forgo the replacement of the F-450 Dump Truck and utilize the replacement funds on two new pickups. The Water department will utilize a Department of Public Works dump truck when needed for excavations. The funds planned for replacement of the dump truck will go toward covering the increased cost of vehicles this year upgrading one of the vehicles to a service truck. Currently, the department has service truck, which is similar to the proposed new service truck. This will allow the two water distribution employees to have a service truck with all necessary tools. Currently, the tools are stored in a common area and moved between trucks, which often results in the staff not having what they need when they are called to an area.

The proposed purchases are an F-250 with Knapheide Service Body and an F-250 with plow. The current dump truck is used to plow the water treatment plant driveways and parking area so the new truck needs to have a plow. The proposed service truck is shown below:



The Motorpool replacement budget for fiscal year 2022 totals \$74,473 for the Water Department for the two planned replacements and \$18,612.00 has been funded for the unplanned replacement. Essentially, this results in a total budgeted amount of \$93,085 from Motorpool for replacement of three units. The proposed two units total \$88,439. As mentioned above, forgoing the purchase of the dump truck allows the department to utilize those replacement funds for two units. This also means that the Water Department may need

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budget for a new dump truck in the Water Department Capital Improvement Plan for a future year. At this time, it is planned to work with other departments on the rare occasions the water department needs a dump truck for excavations.

RECOMMENDATION: Approve the purchase of (1) Ford F-250 with Plow for \$40,950.00 and (1) Ford F-250 with Knapheide 696-S Service body for \$47,489.00 from Gorno Ford, the approved MiDeal dealer. The F-250 with plow is expected in 6 weeks and the F-250 with service body will be shipped to Knapheide in Illinois for build out.

FISCAL EFFECTS: A total of \$88,439 will be expensed from the Motorpool Capital Line Item 661-898-970.00.

CITY GOAL CLASSIFICATION: GOAL AREA 3. INFRASTRUCTURE AND CITY SERVICES

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

ALTERNATIVES: As suggested by Council.

Respectfully submitted,



Marguerite Davenport
Director of Public Services



Phil Smith
DPW Superintendent



Christy Ramey
Purchasing Agent



Aaron Ambler
Water Superintendent



Tom Tarkiewicz
City Manager



ADMINISTRATIVE REPORT
October 18, 2021 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

FROM: Marguerite Davenport, Director of Public Services
Phil Smith, DPW Superintendent
Alec Egnatuk, Wastewater Superintendent
Christy Ramey, Purchasing Agent
Tom Tarkiewicz, City Manager

SUBJECT: Motorpool & Wastewater Purchase – Service Truck

BACKGROUND: The Wastewater Department is scheduled to replace two vehicles this year. One 2002 Dodge Ram and one 2003 Dodge Ram. Wastewater has been planning to upgrade one of the vehicles to a service truck with a crane for plant and lift station maintenance. Currently, the department has to utilize outside contractors for pulling pumps and equipment.

The proposed service truck will be a F-550 diesel with a Knapheide 9' Crane Body and 4,000-pound capacity Stellar Service Crane. This truck will allow all service at lift stations to be performed by Wastewater staff which will allow emergency response times to be efficient and preventive maintenance to be less expensive. Furthermore, the storage compartments will allow for secure storage and accessibility of tools. The crews will be able to perform nearly all maintenance and repair in the field with the onboard crane and outriggers, air compressor, working lights, mechanics vise, and existing tools that will be used to outfit the unit.



The second proposed truck is a F-250 pick-up truck. The wastewater department has traded and loaned various plow trucks to other departments as need grew over the last several years, which has increased wear and tear on the current unit. In addition, this vehicle is used as a parts/supply's runner for the crew. The existing plow truck will be handed down to the fire department for their parking lot maintenance. The WWTP will utilize the new truck for plowing and daily running to limit unnecessary use of the service truck.

The two trucks have a budget of \$69,233 in Motorpool for the base vehicle replacements. The WWTP capital budget includes \$55,300 for the service truck upgrades for a total budget amount of \$124,533. Both vehicles and the required accessories total \$144,056, \$19,523 over budget. Unfortunately, due to low supply, the base vehicle prices are \$16,423 over budget without the accessories. Motorpool is proposing to have the municipal lights installed at the factory which is an added \$1,795, but more efficient than aftermarket purchase and installation. The service body is \$1,300 over the capital budget of Wastewater Department. The Department will utilize the existing plow on 119 as it was purchased in the last 3 year.

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To offset the above, the Wastewater Department is proposing to absorb the \$19,523 in the capital budget for fiscal year 2022. The current clarifier rehabilitation project scope has been changed for a reduction in contract price. This reduction is enough to offset the overage of the vehicle purchases.

RECOMMENDATION: It is recommended Council approve the purchase of (1) Ford F-550 with Knapheide 9' Crane Body for \$109,301.00 and (1) Ford F-250 pick-up for \$34,755.00. Both trucks would be purchased from Gorno Ford, approved MiDeal dealer, and the F-550 would be shipped to Knapheide in Illinois for installation of the service truck body and crane. The F-250 is expected within 6 weeks and the F-550 has a 40-week lead time.

FISCAL EFFECTS: A total of \$88,756 will be expensed from the Motorpool Capital Line Item 661-898-970.00 and \$55,300 will be expensed from the Wastewater Capital Line Item 591-900-970.00. Upon approval of purchases a journal entry \$19,523 from the Wastewater budget to the Motorpool budget will be completed for the amount over budget.

CITY GOAL CLASSIFICATION: GOAL AREA 3. INFRASTRUCTURE AND CITY SERVICES

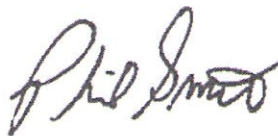
Goal Statement: Preserve, rehabilitate, maintain and expand city infrastructure and assets.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,



Marguerite Davenport
Director of Public Services




Phil Smith
DPW Superintendent



Christy Ramey
Purchasing Agent



Alec Egnatuk
Wastewater Superintendent



Tom Tarkiewicz
City Manager

CALL TO ORDER

IN A WORK SESSION held on Monday, October 4, 2021 at 6:00 P.M. in the Training Room of Town Hall, 323 West Michigan Avenue, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Caron.

ROLL CALL

Roll was called:

Present: Council Members: Mayor Caron, Gates, Schwartz, Traver (late arrival), Underhill (late arrival), and Wolfersberger.

Also Present: City Manager Tarkiewicz

Absent: None.

Pam Sullivan, MSCPA Interim General Manager & AMP Vice President – COO presented the City’s future electric needs and options.

Adjourned at 7:00 p.m.

Joe Caron, Mayor

Trisha Nelson, Clerk

CALL TO ORDER

IN REGULAR SESSION, Monday, October 4, 2021 at 7:00 P.M., in the Council Chambers of City Hall, 323 West Michigan Avenue, Marshall, MI 49068. City Council was called to order by Mayor Caron.

ROLL CALL

Roll was called:

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

Also Present: City Manager Tarkiewicz and Deputy Clerk Hall.

Absent: Council Member Rice

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

INVOCATION/PLEDGE OF ALLEGIANCE

Bill Cole of Maple Grove Bible Church gave the invocation and Mayor Caron led the Pledge of Allegiance.

APPROVAL OF THE AGENDA

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

PUBLIC COMMENT ON AGENDA ITEMS

None.

CONSENT AGENDA

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

- A. Approve the purchase of one (1) Bobcat Toolcat 5600, including a Bobcat Brushcat rotary cutter for a total of \$63,066.23 from Carleton Equipment of Kalamazoo, MI and one (1) Wacker Neuson Wheeled Articulating Loader WL32, including a bucket and broom for a total of \$67,888.33 from Frederickson Supply;
- B. Approve the purchase of one (1) 2000 KVA pad mount transformer from Sunbelt Solomon, located in Solomon, Kansas in the amount of \$38,660.00;
- C. Authorize the City Clerk to endorse the Termination of Reversion Rights with BorgWarner Thermal Systems of Michigan Inc;
- D. Approve the use of 116 S. Fountain Street by A & A Training and Testing LLC and authorize the City Clerk to sign the agreement;
- E. Minutes of the City Regular Session held on Monday, September 20, 2021 and Special Session held on Tuesday, September 21, 2021;
- F. Approve city bills in the amount of \$1,568,658.58.

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

PRESENTATIONS AND RECOGNITION

Sean Lefere of Norfolk Homes presented the development plans for the Emerald Hills project.

INFORMATIONAL ITEMS

None.

PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

A. Obsolete Property Rehabilitation (OPRA) District:

The City has received a request from Mark Walker and Lori Zettell to consider approval of an OPRA to assist in the redevelopment of the second floor of the former Garden Theatre building, located at 105 West Michigan Avenue. The approval of the OPRA would assist in the creation of two (2) apartments.

Mayor Caron opened the public hearing to hear comment of the request for the creation of an OPRA District at 105 West Michigan Avenue.

Hearing no comment, the hearing was closed.

Moved Gates, supported Underhill, to approve the request for the creation of an OPRA District at 105 West Michigan Avenue. On a roll call vote – ayes: Schwartz, Traver, Underhill, Wolfersberger, Mayor Caron, and Gates; nays: none. **MOTION CARRIED.**

CITY OF MARSHALL, MICHIGAN RESOLUTION 2021-33

Resolution to create an Obsolete Property Rehabilitation (OPRA) District at 105 West Michigan Avenue

Minutes of a regular meeting of the Council of the City of Marshall, held on October 4, 2021, at Marshall City Hall in Marshall, MI at 7:00 PM.

PRESENT: Mayor Caron, Gates, Schwartz, Traver, Underhill, and Wolfersberger

ABSENT: Rice.

The following preamble and resolution were offered by Council Member Gates, and supported by Council Member Underhill.

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

WHEREAS, Mark Walker and Lori Zettell have filed a written request with the City of Marshall requesting the establishment of the Obsolete Property Rehabilitation District for a building at 105 West Michigan Avenue located in the City of Marshall hereinafter described; and

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

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

WHEREAS, on October 4, 2021 a public hearing was held and all residents and taxpayers of the City of Marshall were afforded an opportunity to be heard thereon; and

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

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

MARSHALL CITY, UPPER VILLAGE W 52 FT OF LOTS 5 & 6 LYING N OF ALLEY.
Parcel #53-001-006-00
Commonly known as 105 West Michigan Avenue

be and here is established as an Obsolete Property Rehabilitation District pursuant to the provisions of PA 146 of 2000 to be known as 105 West Michigan Avenue Obsolete Property Rehabilitation District No. 1.

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

NAYS: None.

RESOLUTION DECLARED ADOPTED.

I, Trisha Nelson, being duly sworn as the City Clerk of the City of Marshall, hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Marshall, County of Calhoun, State of Michigan at a regular meeting held on October 4, 2021 and that said meeting was conducted and that the minutes of said meeting were kept and will be or have been made available.

Trisha Nelson
City Clerk

OLD BUSINESS

None.

REPORTS AND RECOMMENDATIONS

A. Schedule Public Hearing for Obsolete Property Rehabilitation Exemption:

Moved Traver, supported Wolfersberger, to schedule a public hearing for Monday, October 18, 2021 to consider the request for a 12-year OPRA exemption for the rear portion of the second floor of the building located at 105 West Michigan Avenue. On a voice vote – **MOTION CARRIED.**

B. Norfolk Homes v City of Marshall et. al., No 2021-002218-CH:

Moved Gates, supported Underhill, to authorize the City Clerk and City Attorney to endorse the Norfolk Homes v City of Marshall et. al., No. 2021-00218-CH – Consent Judgement in substantial form. On a roll call vote – ayes: Traver, Underhill, Wolfersberger, Mayor Caron, Gates, and Schwartz; nays: none. **MOTION CARRIED.**

C. 316 South Linden Street:

Moved Wolfersberger, supported Traver, to authorize litigation to abate any nuisance and effectuate clean-up of the fire-damaged property a 316 South Linden and take lawful measures to effectuate the same. On a roll call vote – ayes: Underhill, Wolfersberger, Mayor Caron, Gates, Schwartz, and Traver; nays: none. **MOTION CARRIED.**

APPOINTMENTS/ELECTIONS

A. South Neighborhood Improvement Authority Board:

Moved Underhill, supported Schwartz, to approve the reappointment of Matt Davis to the South NIA with a term expiring December 31, 2024. On a voice vote – **MOTION CARRIED.**

C.

PUBLIC COMMENT ON NON-AGENDA ITEMS

ADJOURNMENT

The meeting was adjourned at 7:51 p.m.

Joe Caron, Mayor

Trisha Nelson, City Clerk

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	FO NUMBER	AMOUNT
91653	ALL-TRONICS INC	MRLEC PHONE MAINT AGREEMENT		1,600.00
1CHW-KDHX-H9V9	AMAZON CAPITAL SERVICE:ACCT A1P4GM99HG1EO2	- RECHARGEABLE BATTE		53.70
11LJ-TKQX-4KWJ	AMAZON CAPITAL SERVICE:ACCT A1P4GM99HG1EO2	- XEROX CARTRIDGE		40.95
1JJ1-K6FL-R4WV	AMAZON CAPITAL SERVICE:ACCT A1P4GM99HG1EO2	- HANDHELD SHOWER HE		14.97
1CYG-HD1T-RWHC	AMAZON CAPITAL SERVICE:ACCT A1P4GM99HG1EO2	- DRY ERASE BOARD		298.90
11C4-TMXL-6QYW	AMAZON CAPITAL SERVICE:ACCT A1P4GM99HG1EO2	- CD DVD DRIVE		53.47
1K1Y-DJKP-VVVK	AMAZON CAPITAL SERVICE:ACCT A1P4GM99HG1EO2	- CREDIT		(298.90)
02250483998	AUTO VALUE MARSHALL	BOOSTER PACK		149.99
0225484164	AUTO VALUE MARSHALL	3/8 BALL & 10MM BALL		39.28
02250484127	AUTO VALUE MARSHALL	SUPPRESSOR SPARK		31.14
02250483975	AUTO VALUE MARSHALL	CUT-OFF TOOL		219.95
02250483873	AUTO VALUE MARSHALL	OIL FILTER		5.18
02250483892	AUTO VALUE MARSHALL	OIL FILTER/ AIR FILTER		35.03
02250483985	AUTO VALUE MARSHALL	IGNITION COIL		286.74
02250483974	AUTO VALUE MARSHALL	BATTERIES/OIL FILTER		4.49
02250483949	AUTO VALUE MARSHALL	MERCON LV		106.68
02250483942	AUTO VALUE MARSHALL	OIL FILTER		4.49
02250483931	AUTO VALUE MARSHALL	BATTERY		152.99
02250483746	AUTO VALUE MARSHALL	PAINT BRUSH SET/PAINT		59.98
02250483596	AUTO VALUE MARSHALL	FUEL FILTER/OIL FILTER		68.91
0225 0483256	AUTO VALUE MARSHALL	OIL		109.95
02250483162	AUTO VALUE MARSHALL	AIR FILTER		19.15
02250483163	AUTO VALUE MARSHALL	AIR FILTER/OIL FILTER		25.17
02250483230	AUTO VALUE MARSHALL	GRAY FILL/PRIMER & AIRCRAFT PAINT		26.38
02250483405	AUTO VALUE MARSHALL	ADAPTER		2.16
02250483390	AUTO VALUE MARSHALL	EVOLUTION PLUS		42.29
02250483386	AUTO VALUE MARSHALL	HD FOLD		114.19
02250483382	AUTO VALUE MARSHALL	F SEMI METALLIC		43.39
02250483436	AUTO VALUE MARSHALL	CERAMIC PADS/EVOLUTION		4.60
02250483429	AUTO VALUE MARSHALL	CREDIT MEMO		(43.39)
2265292413	AUTO ZONE INC	WIPER BLADES		42.18
2665292414	AUTO ZONE INC	WIPER BLADE		4.99
0334139-IN	BEAVER RESEARCH CO	JANITORIAL		263.80
0334140-IN	BEAVER RESEARCH CO	JANITORIAL		323.45
3728660	BESCO WATER TREATMENT	DURA CUBE DELIVERY		85.08
111561	BRUTSCHE CONCRETE PRODUCTIONS	FOUNDATIONS		104.00
INV0175809	CONSUMERS CONCRETE PRO	T&G BLOCK		120.00
5852700	CRYSTAL FLASH MARSHALL	REC GAS		748.60
165087	D & D MAINTENANCE SUPP	URINAL SCREENS		21.40
165032	D & D MAINTENANCE SUPP	JANITORIAL		685.24
3323419	DAIKIN APPLIED	HVAC AGREEMENT PMT		2,978.75
590685	DARLING ACE HARDWARE	WIRE CONNECTOR/ELE. TAPE/LED PEN/WIRE		75.36
5909999	DARLING ACE HARDWARE	KEY/TOILET FLAPPER/DUCT TAPE/HANDSANITZE		71.69
590736	DARLING ACE HARDWARE	NUTS & BOLTS		1.40
590649	DARLING ACE HARDWARE	FOOTLOCK/FLUSH VALVE/FOOTLOCK		45.95
590721	DARLING ACE HARDWARE	NUTS & BOLTS/KEY		9.00
590524	DARLING ACE HARDWARE	CHLOR TABS		59.99
590365	DARLING ACE HARDWARE	LP GAS		22.26
590195	DARLING ACE HARDWARE	ANCHOR/PLATE/HEX LAG		46.04
589834	DARLING ACE HARDWARE	SEALANT		7.99
589473	DARLING ACE HARDWARE	TOGGLE SWITCH		0.79
590380	DARLING ACE HARDWARE	SDS BIT/HOSE NOZZLE/TRASH BAGS		48.97
590220	DARLING ACE HARDWARE	HOSE/FAUCET		85.98
590479	DARLING ACE HARDWARE	GRAB BAR/CAULK/TROWL/CLEANER		160.85
INV194394	E. H. WACHS - WATER UT	VALVE TURNER CONTROL CABLE	2022.067	238.46
I1103867	ERIC DALE HEATING & A/C	COMMERCIAL MAINTENANCE AGREEMENT		285.00
I113869	ERIC DALE HEATING & A/C	COMMERCIAL MAINTENANCE AGREEMENT		570.00
9057	FREDRICKSON SUPPLY	REDUCER/CAM LOCK/QUICK CLAMP		333.15
IN102109281216	FS.COM INC	MISC FIBERNET INVENTRORY	2022.052	313.60
21-09042	GARAGE DOORS UNLIMITED	APT 217- DOOR SERVICE		410.90
9070107298	GRAINGER	GRAB BAR		9.82
9063514724	GRAINGER	BY-PASS HOSE PARTS		33.08
9052381002	GRAINGER	GRAB BAR		54.28
9060174696	GRAINGER	BY-PASS PUMP PARTS		74.32
9061887627	GRAINGER	PAPER TOWELS		23.55
9062981171	GRAINGER	STRAP WRENCH		84.72
9060353993	GRAINGER	FURNACE FILTER		194.17
2103095	GRIFFIN PEST SOLUTIONS	ACCT 3542611 - PEST CONTROL		35.00
19960	GUTTERS R US LLC	DARK HORSE LAWN REPAIR	2022.056	675.00
20124	GUTTERS R US LLC	PEST CONTROL		200.00
19853	GUTTERS R US LLC	PEST CONTROL		200.00
12661053	HACH COMPANY	LAB SUPPLIES		262.36
12659417	HACH COMPANY	LAB SUPPLIES		616.40
3733	HE CLEANS TOO, LLC	HAND TOWELS		62.90
35657	HELNET	HELNET QTR 4		262.71
0063863-IN	HYDROCOP	CROSS CONNECTION CONTROL PROGRAM - SEPTE		909.00
000359	IMPACT LAWN & LANDSCAPE	2021 LAWN MOWING - JULY TO (APPROX) OCT 2022.028		400.00
000375	IMPACT LAWN & LANDSCAPE	2021 LAWN MOWING - JULY TO (APPROX) OCT 2022.028		450.00
000349	IMPACT LAWN & LANDSCAPE	2021 LAWN MOWING - JULY TO (APPROX) OCT 2022.028		13 1,865.00

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
000351	IMPACT LAWN & LANDSCAPE	2021 LAWN MOWING - JULY TO (APPROX)	OCT 2022.028	300.00
000358	IMPACT LAWN & LANDSCAPE	2021 LAWN MOWING - JULY TO (APPROX)	OCT 2022.028	440.00
C167269	IMPACT SOLUTIONS	DOOR HANGER - STREET IMPROVEMENTS		80.50
23423	J AND K PLUMBING SUPPL	VALVE STEM LUBE/ ACID BRUSH		5.09
23376892	KIDDER HEATING & AIR C	THERMOSTAT		272.00
9269524	KIMBALL MIDWEST	DILL SETS/PLOW BOLTS/REAMER		1,352.97
39434	LAKELAND ASPHALT CORPO	BITUMINOUS AGGREGATES		123.75
39417	LAKELAND ASPHALT CORPO	BITUMINOUS AGGREGATES		56.25
1759	MAEDA	MARSHALL BUCKS - SAFETY FAIR		100.00
001180	MARSHALL HARDWARE	PINT JARS/QRT JARS		27.98
294532	MICHIGAN INDUSTRIAL GA	WELDING GASES/CYLINDER RENTAL		111.65
21352	MOSES FIRE EQUIPMENT I	TURNOUT GEAR CLEANER/HALOGEN BULBS		566.24
460320	NORTH CENTRAL LABORATO	BLANKET PO FOR LABORATORY SUPPLIES	2022.031	199.32
108376	O'LEARY WATER CONDITIO	COOLER RENTAL/BOTTLED WATER		31.00
2072487	OFFICE 360	WALL FILE		20.07
2065544	OFFICE 360	ENVELOPES/ADDRESS LABELS		23.54
21918	PALM TEES	FLAG FOOTBALL TSHIRTS		680.00
212184-1	PK CONTRACTING	N MARSHALL AT SCHUYLER - PAVEMENT MARKIN		1,500.00
0199281	POLLARDWATER	HYDRANT FLUSHING TOOLS	2022.059	279.90
1732841.00	POTTER DISTRIBUTING	HVAC		1,473.00
56599789	POWER LINE SUPPLY	STEL ANGLE BRACKET		202.40
56599571	POWER LINE SUPPLY	METER SEALS		280.00
306189	PRINTLINK	COMPOST PUNCH CARDS		55.62
246933	RIDGEWEAR SPORTS & IMP	NAVY PERFORMANCE TEES		522.00
9195-6	SHERWIN-WILLIAMS	APT 211 - FLOORING		2,674.33
1835930	STANTEC CONSULTING MIC	TREE STUMP INTEGRATION TO GIS	2022.009	634.50
1835931	STANTEC CONSULTING MIC	ENGINEERING SERVICES/ CONSULTATION FOR P	2022.053	2,436.00
1835938	STANTEC CONSULTING MIC	ENGINEERING SERVICES FOR UDELL PROPERTY-	2022.018	5,839.00
902155089	STATE CHEMICAL MANUFAC	CAR/TRUCK WASH		482.10
902155089	STATE INDUSTRIAL PRODU	CAR/TRUCK WASH		482.10
141003562	SUMMIT FIRE PROTECTION	10 LB DRYCHE		587.25
28857	THOMPSON TECH SUPPLY L	TIRE SUPPLIES		178.56
1620012484	UNIFIRST CORPORATION	MARSHALL HOUSE UNIFORMS		39.87
1620012485	UNIFIRST CORPORATION	WATER UNIFORMS		35.14
1620012482	UNIFIRST CORPORATION	POWER HOUSE UNIFORMS		52.87
1620012479	UNIFIRST CORPORATION	WASTE WATER UNIFORMS		31.43
1620012481	UNIFIRST CORPORATION	DPW GARAGE UNIFORMS		59.71
1620012483	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		159.07
726555	USA BLUEBOOK	WATER TREATMENT SUPPLIES		304.09
202191	VISION METERING	ELECTRIC METERS		650.00
10169	VRIESMAN & KORHORN	ENGINEERING SERVICES FOR INDUSTRIAL ROAD	2022.010	7,540.00
INV-0589	WALTERS-DIMMICK PETROL	OIL DRUM		864.20
41706	WMPCE	TRUCK WASH/COUPLER/FOAMER		178.00
41707	WMPCE	FILTER/SQUEEGEE/BRUSHES/SERVICE CALL/CON		616.00
GRAND TOTAL:				50,396.51



MICHIGAN SOUTH CENTRAL POWER AGENCY

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

INVOICE MONTH: September, 2021
INVOICE DATE: 10/14/2021
DUE DATE: 10/29/2021
TOTAL AMOUNT DUE: \$791,442.16

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

MSCPA Member Power Billing - September, 2021

Total Power Charges: \$653,049.75
Transmission / Capacity / Ancillary Services: \$107,166.22
Total Other Charges: \$10,295.29
Total Miscellaneous Charges: \$20,930.91

TOTAL CHARGES \$791,442.16

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: _____

09/30/2021 11:46 AM
 User: ctanner
 DB: Marshall

CHECK PROOF FOR CITY OF MARSHALL
 BANK CODE: MAIN CHECK DATE: 09/30/2021 INVOICE PAY DATE FROM 09/29/2021 TO 10/01/2021

Check Date	Bank	Check #	Vendor Code	Vendor Name	Invoice Total	Credit Total	Total Amount	# Invoices
09/30/2021	MAIN	00000129272	501932	WOLFERSBERGER, PAM			850.00	1
09/30/2021	MAIN	00000129271	MISC	WALDEN POND INVESTMENTS, LLC			200.00	1
09/30/2021	MAIN	00000129270	2179005	VANDEBOSS, BRANDON			118.36	1
09/30/2021	MAIN	00000129269	501751	V & V ASSESSING LLC			4,700.00	1
09/30/2021	MAIN	00000129268	502066	TOP TO BOTTOM TREE SERVICE LLC			1,272.00	1
09/30/2021	MAIN	00000129267	MISC	SHEPHERD, DAVID L.			10.00	1
09/30/2021	MAIN	00000129266	MISC	ROUDEBUSH CO.			642.00	1
09/30/2021	MAIN	00000129265	MISC	REICHENBAUGH, BRIGETTE			100.00	1
09/30/2021	MAIN	00000129264	1006	OAKLAWN HOSPITAL			85.00	1
09/30/2021	MAIN	00000129263	UBRFD	MARSHALL MHP, LLC			17,618.61	1
09/30/2021	MAIN	00000129262	UBRFD	KITTINGER, ALISSA			35.41	1
09/30/2021	MAIN	00000129261	UBRFD	KARLIK, ROBERT			136.21	1
09/30/2021	MAIN	00000129260	300013	GROSS, JOHN			2,500.00	1
09/30/2021	MAIN	00000129259	300432	GARAGE DOORS UNLIMITED			2,180.00	1
09/30/2021	MAIN	00000129258	MISC	ECKERT, NANCY			150.00	1
09/30/2021	MAIN	00000129257	8268	DAY, WILLIAM			22.19	1
09/30/2021	MAIN	00000129256	6541	CRT, INC			1,421.00	3
09/30/2021	MAIN	00000129255	7177	CALHOUN COUNTY TREASURER			80.00	1
09/30/2021	MAIN	00000129254	7177	CALHOUN COUNTY TREASURER			80.00	1
09/30/2021	MAIN	00000129253	7177	CALHOUN COUNTY TREASURER			80.00	1
09/30/2021	MAIN	00000129252	501904	AT&T			107.35	1

Num Checks: 21 Num Stubs: 0 Num Invoices: 23 Total Amount: 32,388.13

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 10/08/2021 - 10/08/2021
 UNJOURNALIZED
 OPEN AND PARTIALLY PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
10042021	APWA, MICHIGAN CHAPTER	MRSP - MICHIGAN ROAD SCHOLAR PROGRAM		695.00
6127	ASPEN WIRELESS	TECH SUPPORT FOR FIBERNET. \$8.75/CUSTOM	2022.012	14,603.75
911GOVAGENCY2021-1	CALHOUN COUNTY CONS DI	CONSOLIDATED DISPATCH PAYMENT (4TH QTR C	2022.081	47,728.62
10/07/2021	CASAREZ, MICHAELA	UB refund for account: 100460007		620.68
10/07/2021	CHRISTI BARRETT	UB refund for account: 450		50.00
47848	CITY OF COLDWATER	HAROLD JENKINS - SEPTEMBER		204.00
10072021	CITY OF MARSHALL	PETTY CASH - CALHOUN COUNTY RECORDING OF		60.00
10042021	COMFORT INN-MT PLEASAN	MRSP LODGING - PHIL SMITH		377.40
10023	COURTNEY & ASSOCIATES	MONTHLY RETAINER - SEPTEMBER		250.00
104248	CRT, INC	MONTHLY CLOUD STORAGE		1,476.86
104197	CRT, INC	ENDPOINT PROTECTION SUBSCRIPTION RENEWAL	2022.040	2,700.00
10/07/2021	DARLA GOLD	UB refund for account: 2498		50.00
10072021	DAVENPORT, MARGUERITE	REIMBURSEMENT - ESRI ON PERSONAL CARD		296.30
10/07/2021	DEREK MOORE	UB refund for account: 1348		56.60
0015802	ENG, INC	ENGINEERING SERVICES FOR ROAD CONSTRUCTI	2022.004	29,484.70
IN102109010128	FS.COM INC	MISC FIBERNET INVENTRORY	2022.052	4,714.78
10052021	GERTEN, JON	ENERGY OPTIMIZATION - AIR CONDITIONER		100.00
22909039	GRANGER WASTE SERVICES	ACCT 2782490		1,023.98
898652	GWIN, DARWIN	MOWING - BROOKS NATURE		150.00
264	HOME PRIDE CLEANING	APPT CLEANING		123.00
09/30/2021	HULKOW, RICHARD	UB refund for account: 801080019		12.82
3860541	IX INSURANCE INFORMAT	MOTOR VEHICLE REPORTS		36.20
10/07/2021	JENCA LLC	UB refund for account: 239800		39.00
10/07/2021	LAHR, DUSTIN & KRISTA	UB refund for account: 802300004		123.12
17162	LEWEY'S SHOE REPAIR	BOOT ALLOWANCE - JOSH WISE		199.00
10/07/2021	LINCOLN, DANIELLE	UB refund for account: 2900040028		63.85
90326	MERIT NETWORK INC.	ADDITIONAL BANDWIDTH - JULY 2021		252.00
20211015020	METRO WIRELESS	DATA PLAN - NOVEMBER		4,890.22
2	MICHIGAN PAVING & MATE	MILL AND PAVE STREET IMPROVEMENTS #1	2021.402	341,468.10
2020-01876	MICHIGAN RURAL WATER A	OUTDOOR EXPO REGISTRATION		360.00
09/30/2021	MOOMEY, JENNIFER	UB refund for account: 3003460031		61.47
10012021	MP SERVICES LLC	INSPECTIONS 7/1-10/1		750.00
USINV2109181745	NTT CLOUD COMMUNICATIO	CUST NO: AT10089939	CON CALL SER	24.42
09262021	POWERPLAN	ACCT # 88002-30904	JOHN DEERE LO	2022.082
00184126	PROGRESSIVE AE	DESIGN AND ENGINEERING OF GREEN STREET R	2022.005	9,675.00
12289	RICE'S SHOES, INC	BOOT ALLOWANCE - DAN JINKS		110.40
12467	RICE'S SHOES, INC	BOOT ALLOWANCE - JEFF MACK		206.40
0099809	ROWE PROFESSIONAL SERV	LOCAL STREET DESIGN AND BID DOCUMENTS FO	2021.320	825.00
10/07/2021	SCHERER, MIKINDRA & KY	UB refund for account: 3203260028		32.92
6686-6	SHERWIN-WILLIAMS	FLOORING REPLACEMENT UNIT 114 REASONABLE	2022.029	2,592.60
19947	SONAR	OCTOBER 2021 SERVICES		2,072.50
0020442608	SPARTAN STORES	CUST NO: 021063		23.27
1815158	STANTEC CONSULTING MICI	CLARIFIER CONSTRUCTION SERVICES	2021.350	2,502.50
1815164	STANTEC CONSULTING MICI	HANOVER SEWER LINING CONSTRUCTION CONTRA	2021.349	2,048.50
1637984560	STAPLES BUSINESS CREDI	CREDIT ACCT# 302063		661.82
10072021	STATE OF MICHIGAN	MONROE STREET BRIDGE - CITY SHARE	2022.071	6,076.35
10062021	STRAND, MARK	COLD WEATHER GEAR REIMBURSEMENT		111.25
10082021	TAYLOR, JEFF	BOOT ALLOWANCE REIMBURSEMENT		108.15
84	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$106/	2022.017	3,922.00
10/07/2021	VENGALA, KALYAN	UB refund for account: 3204240026		48.26
10/07/2021	VENGALA, KALYAN	UB refund for account: 3204240026		25.30
10/07/2021	VOIGT, ROBERT	UB refund for account: 2500280002		610.62
10/07/2021	WILCOX, WILLIAM	UB refund for account: 177500		55.50
09292021	WOW! BUSINESS	ACCT 014226414		126.62
09242021	WOW! BUSINESS	ACCT 013934621		46.67
2824351	XEROX FINANCIAL SERVICI	LEASE		2,139.89
GRAND TOTAL:				492,077.97



Administrative Report
October 18, 2021 – City Council Meeting

REPORT TO: Honorable Mayor and City Council Members
FROM: Eric Zuzga, Director of Special Projects
Tom Tarkiewicz, City Manager
SUBJECT: Obsolete Property Rehabilitation (OPRA) Exemption
Public Hearing 105 West Michigan Avenue

BACKGROUND: A public hearing is scheduled for the October 18th Council meeting to consider an OPRA exemption request for the redevelopment of the rear portion of the second floor of 105 West Michigan Avenue. On October 4, 2021, Council created an OPRA district which allowed for the consideration of this request. If approved, the request will assist in the redevelopment of the second floor into two (2) apartments (see attached layout). The request is for the full 12 years as allowed by the OPRA statute.

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

RECOMMENDATION: After hearing public comment, it is recommended that the Council approve the request for a 12-year OPRA exemption for the rear portion of the second floor of 105 West Michigan Avenue.

FISCAL EFFECTS: The OPRA will freeze the property tax value of the second floor at the 2021 State Taxable Value (TV) until the 2034 tax year. This will limit the amount of taxes received by all taxing jurisdictions for that period. Starting in 2034, all jurisdictions will be able to gain the tax benefit of the improved property.

ALTERNATIVES: As suggested 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

**RESOLUTION TO APPROVE AN OBSOLETE PROPERTY REHABILITATION
EXEMPTION CERTIFICATE APPLICATION
PA 146 OF 2000 AS AMENDED**

Minutes of a regular meeting of the Council of the City of Marshall, held on October 18, 2021 at 7:00 PM.

PRESENT:

ABSENT:

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

**Resolution 2021- Approving Obsolete Property Rehabilitation Exemption
Certificate Application for Garden Theatre Located at 105 West Michigan Avenue**

WHEREAS, pursuant to PA 146 of 2000, as amended, the City of Marshall is a Qualified Local Governmental Unit eligible to establish one or more Obsolete Property Rehabilitation Districts (OPRA); and

WHEREAS, the City of Marshall legally established the Obsolete Property Rehabilitation District 105 West Michigan Avenue Obsolete Property Rehabilitation District No. 1 on October 4, 2021, after a public hearing held on October 4, 2021; and

WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) does not exceed 5% of the total taxable value of the City of Marshall; and

WHEREAS, the application was approved at a public hearing as provided by section 4(2) of Public Act 146 of 2000, as amended, on October 4, 2021; and

WHEREAS, the property is not delinquent in any taxes related to the facility; and

WHEREAS, the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000, as amended; and

WHEREAS, the applicant has provided answers to all required questions under the application instructions to the City of Marshall; and

WHEREAS, the City of Marshall requires that rehabilitation of the facility shall be completed by December 31, 2022; and

WHEREAS, the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District; and

WHEREAS, the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000, as amended, and that is situated within an Obsolete Property Rehabilitation District established in the City of Marshall eligible under Public Act 146 of 2000, as amended, to establish such a district; and

WHEREAS, completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to create employment, revitalize urban areas, and increase the number of residents in the community in which the facility is situated; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(1) of Public Act 146 of 2000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marshall and hereby is granted an Obsolete Property Rehabilitation Exemption for the real property which is limited to the rear portion of the second floor covered by the rehabilitation project, excluding land, located in Obsolete Property Rehabilitation District 105 West Michigan Avenue Obsolete Property Rehabilitation District No. 1 at 105 West Michigan Avenue for a period of 12 years, beginning December 31, 2021, and ending December 30, 2033, pursuant to the provisions of PA 146 of 2000, as amended.

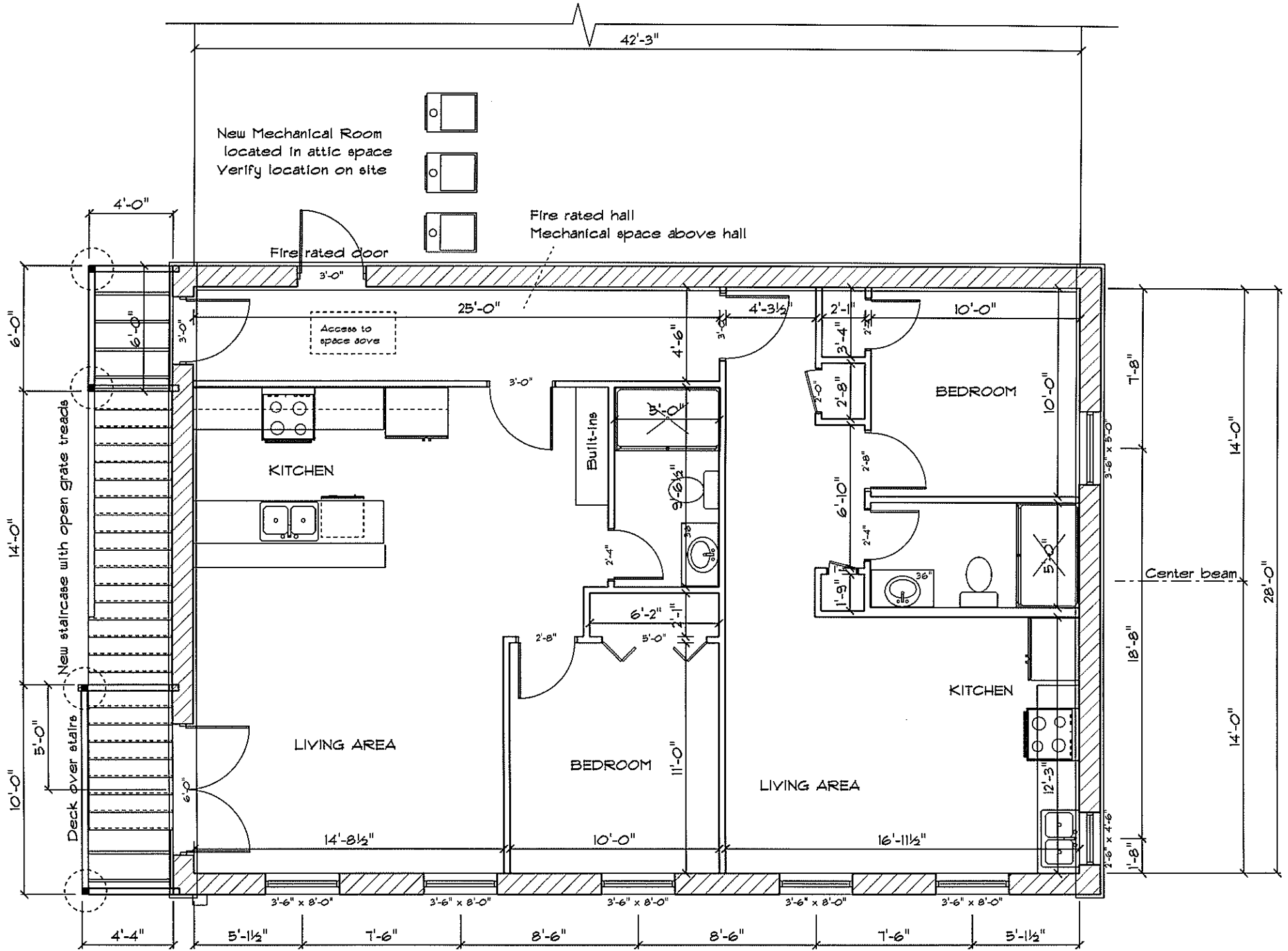
AYES:

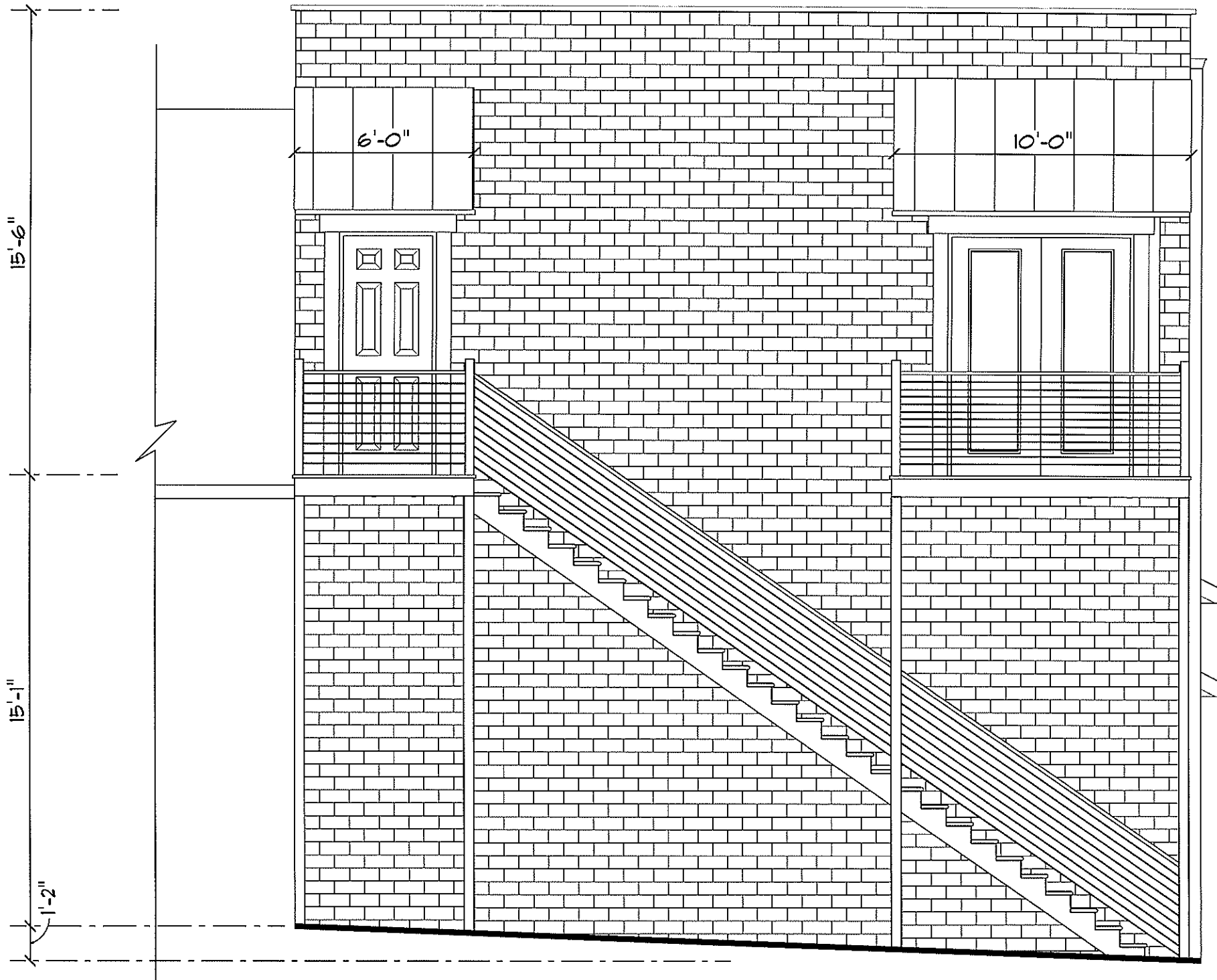
NAYS:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Marshall, County of Calhoun, Michigan at a regular meeting held on October 18, 2021.

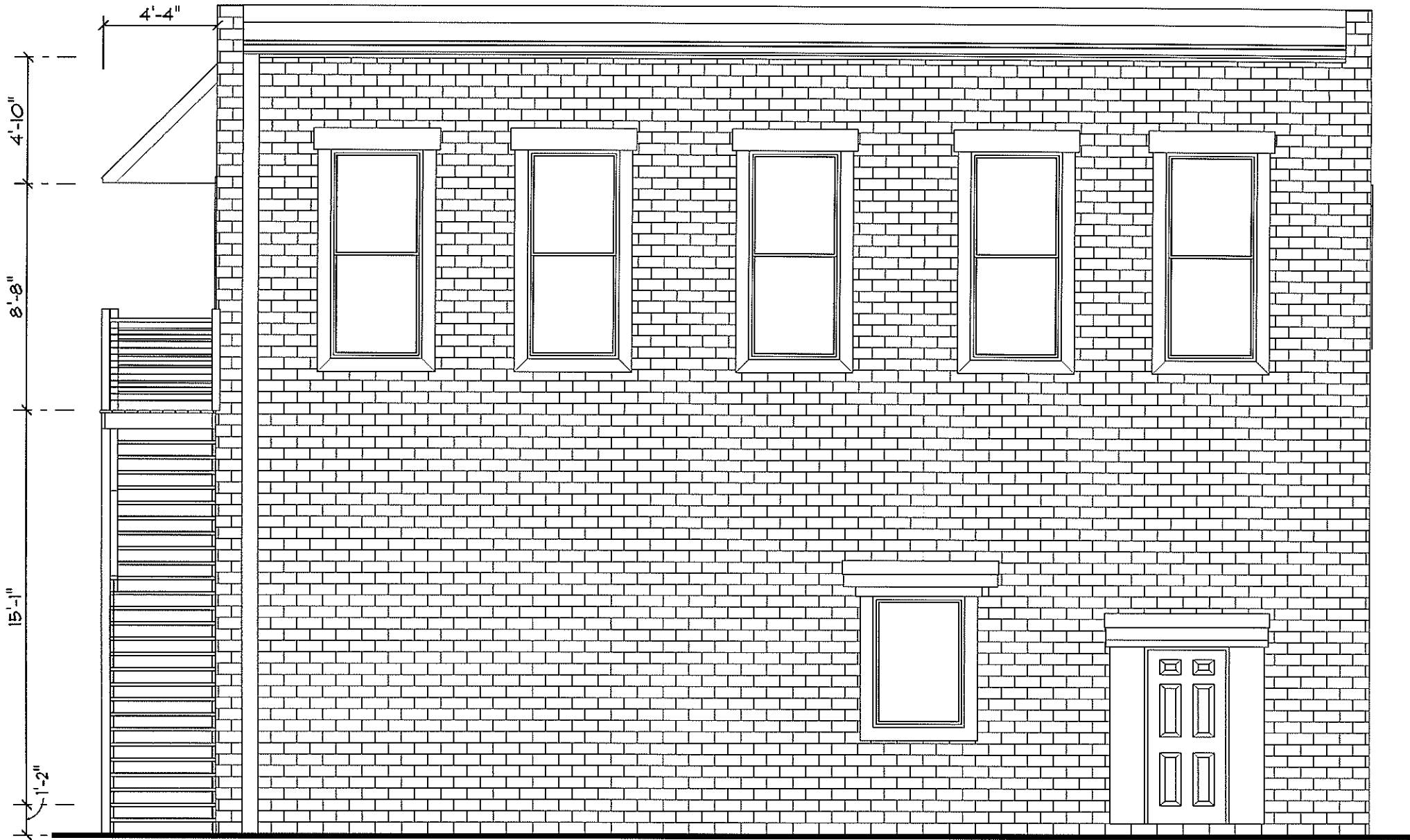
Clerk





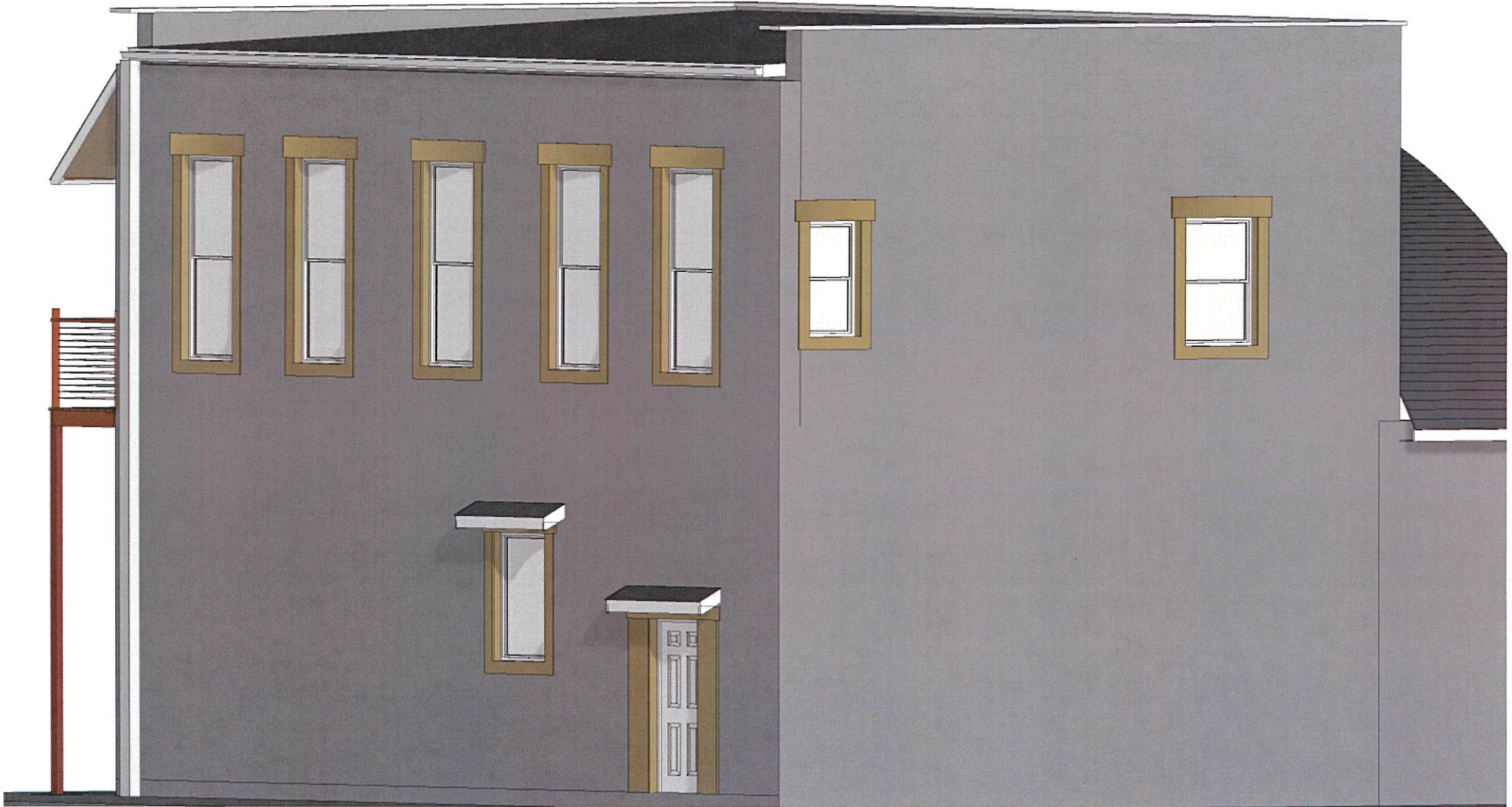
EAST ELEVATION

SCALE: 0.242" = 1'-0"



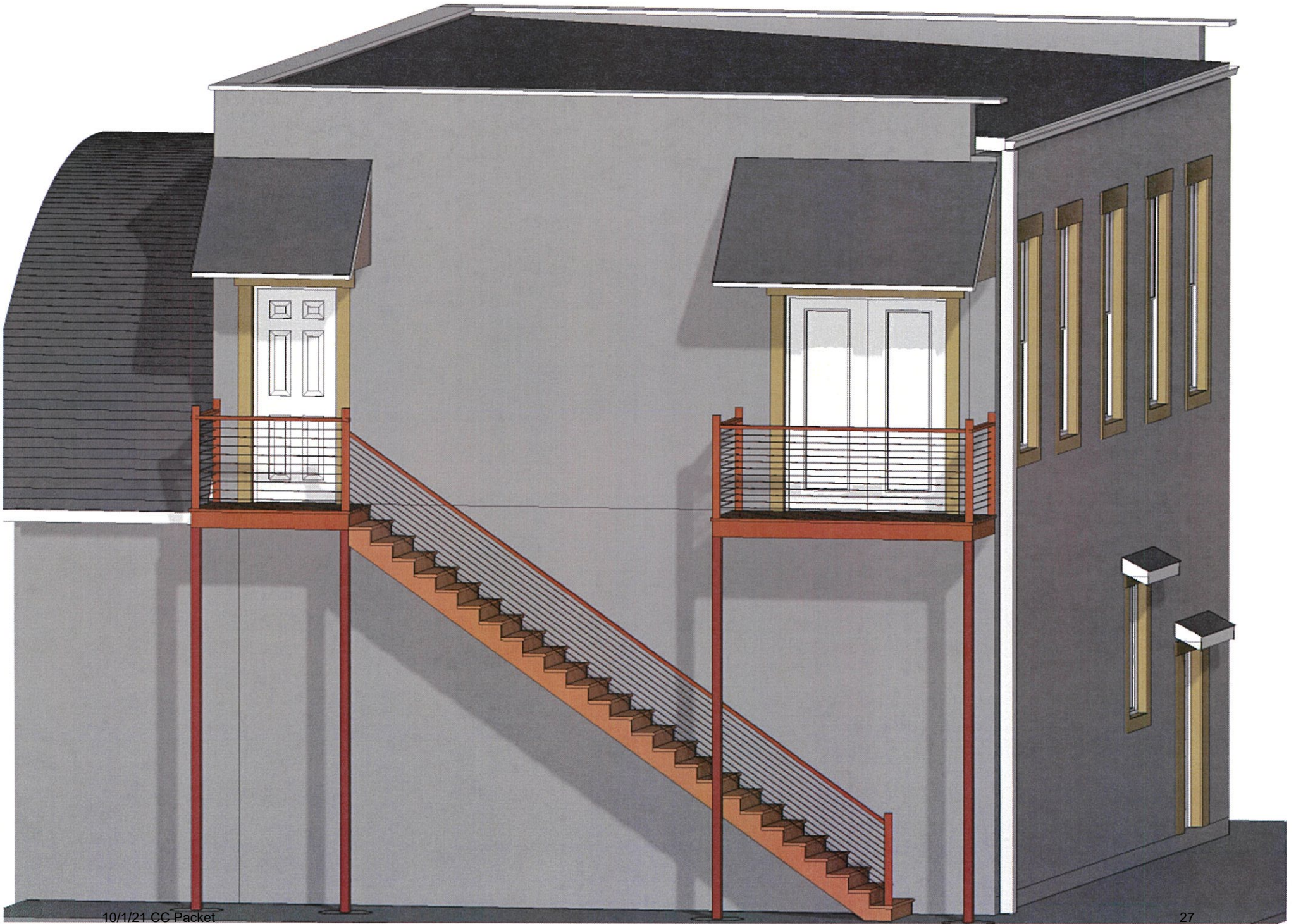
SOUTH ELEVATION

SCALE: 0.204" = 1'-0"











ADMINISTRATIVE REPORT
October 18, 2021 – CITY COUNCIL MEETING

TO: Honorable Mayor Caron and City Council

FROM: Tom Tarkiewicz, City Manager
Scott E. McDonald, Director of Public Safety
Joshua L. Lankerd, Chief of Police

SUBJECT: Resolution to establish fees for Animal Drawn Vehicles.

BACKGROUND: The City of Marshall recently (1/4/21) adopted an ordinance (70.17) regulating Animal Drawn Vehicles within the City. In the process, several new requirements must be met by potential applicants, such as vehicle/equipment inspections, driver vetting, and document submission. As such, City staff have new obligations, in which City resources are expended. As these applicants are businesses, it is appropriate to establish a fee schedule for these services, to offset City costs.

COSTS: The fee for an I-chat report from the State is \$10.00. The City runs a report for each driver wishing to receive a City license to Operate an Animal Drawn Vehicle for hire. To inspect the carriage(s), facilities and document the process for each Animal Drawn Vehicle permit takes about 15 minutes to 30 minutes of City employee time.

RECOMMENDATION: It is recommended that the City Council consider the establishment of the following proposed fees.

\$20.00 for each Animal Drawn Vehicle Business Permit.

\$10.00 for each Animal Drawn Vehicle Drivers Permit.

FISCAL EFFECTS: There will be very insignificant funds generated from these fines, which will go to the General Fund to offset expenses.

ALTERNATIVES: As suggested by City Council.

Respectfully Submitted,

Tom Tarkiewicz
City Manager

Scott McDonald
Director of Public Safety

Josh Lankerd
Chief of Police

323 W. Michigan Ave.
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p 269.781.5183
f 269.781.3835
cityofmarshall.com

**CITY OF MARSHALL, MICHIGAN
RESOLUTION #2021-##**

RESOLUTION ESTABLISHING FEES

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

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

NOW THEREFORE, BE IT RESOLVED, that the following fees be established and effective immediately:

Animal Drawn Vehicles

Permit/Inspection Fee- \$20.00 per permit.

ICHAT Fee for Driver Permit- \$10.00 per each driver.

AYES:

NAYES:

ABSTAIN:

RESOLUTION DECLARED ADOPTED.

I, Trisha Nelson, being duly sworn as the Clerk for the City of Marshall, hereby certify that foregoing is a true and complete copy of a resolution adopted by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on October 18, 2021, and that said meeting was conducted and that the minutes of said meeting were kept and will be or have been made available.

Trisha Nelson, City Clerk



Administrative Report
October 18, 2021 – City Council Meeting

REPORT TO: Honorable Mayor and City Council Members

FROM: Eric Zuzga, Director of Community Services
Tom Tarkiewicz, City Manager

SUBJECT: Support for Battle Creek Unlimited' s Build Back Better Grant Application

BACKGROUND: Battle Creek Unlimited has requested that the city consider serving as a coalition member for their proposed Build Back Better Challenge grant application. Their application is aimed at the development of the Michigan Unmanned Aerial Systems Park (MUASP) at the Battle Creek Executive Airport. As a coalition member, we are only committed to reading the application and submitting letters of support.

This is the first step in the process to receive a grant to develop the necessary infrastructure to support the MUASP. If this application is successful, BCU will receive up to \$500,000 in technical assistance grants to fully develop the proposal. If they are successful in Phase 2 of the grant process, they will receive \$25-100 million to fully implement the planned MUASP.

The impact of the Build Back Better grants is to have an impact on a regional basis. While the investment is all targeted at the Battle Creek Airport, there is a potential for a long-term benefit to Brooks Field and the Industrial Park. We will work with BCU and other area partners to move this forward to hopefully assist the entire region.

RECOMMENDATION: Marshall is not planning to apply for this program and with the potential for spinoff benefits, staff recommends that the resolution be approved as presented.

FISCAL EFFECTS: None anticipated.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

Eric Zuzga
Director of Community Services

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.
Marshall, MI 49068
p 269.781.5183
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**CITY OF MARSHALL, MICHIGAN
RESOLUTION #**

**RESOLUTION OF SUPPORT FOR BATTLE CREEK UNLIMITED'S BUILD BACK
BETTER CHALLENGE**

WHEREAS, at a meeting of the Marshall City Council held on Monday, October 18, 2021, the following was approved by the City Council;

WHEREAS, the City of Marshall agrees to be a Coalition Member to the Battle Creek Unlimited (BCU) grant application for the U.S. Department of Commerce, Economic Development Administration (EDA) Build Back Better Regional Challenge, to develop the Michigan Unmanned Aerial System Park (MUASP); and

WHEREAS, the City of Marshall recognizes that BCU's proposal seeks funding to develop the MUASP as a commercial drone park to be located on the west side of the Battle Creek Executive Airport, which will include, but is not be limited to; construction of a bridge, access road and gate; installation of new water, sewer, gas, electric and telecommunications utilities; upgraded airport surveillance systems; construction of multi-tenant hangar and office space; and readying sites for private development; and

WHEREAS, the City of Marshall recognizes the potential to develop the Battle Creek Executive Airport, to position the region for growth in a highly desirable emerging industry, to attract skilled jobs which pay good wages, and to diversify the regional economy;

WHEREAS, the City of Marshall recognizes that Battle Creek Unlimited will serve as the Lead Institution for the MUASP;

NOW, THEREFORE, BE IT RESOLVED, that the City of Marshall extends its support to MUASP project and authorizes the City Manager or its appointed designee to provide the required supporting documents necessary for BCU to complete the grant application.

Motion by _____, with support by _____ to approve Resolution _____ as presented.

Ayes:
Nays:
Absent:

Trisha Nelson, City Clerk

I, Trisha Nelson, hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Council of the City of Marshall, County of Calhoun, Michigan, at a regular meeting held on October 18, 2021.

Trisha Nelson, City Clerk

323 W. Michigan Ave.
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Administrative Report
October 18, 2021 – City Council Meeting

REPORT TO: Honorable Mayor and City Council Members

FROM: Joseph Smith, FiberNet Technical Manager
 Eric Zuzga, Director of Community Services
 Tom Tarkiewicz, City Manager

SUBJECT: FiberNet Technical Support Contract

BACKGROUND: Fibernet has had a contract with Aspen Wireless to provide technical support since the initial construction of the FiberNet network. The current contract expires on October 31, 2021. With the deficit elimination plan requirements and the need start repayment of accumulated debt, it was necessary to explore reduction of expenses wherever possible.

To this end, FiberNet staff developed and issued an RFQ to twenty-six (26) companies to identify the most competitive proposal to provide the identified services (See attached grid) and meet specific service levels (See attached chart). A pre-bid meeting was held with ten (10) companies represented. The following bids were received from this process:

Company	Location	Price (per month)
CHR Solutions, Inc.	Houston, TX	\$6,242 + \$2000 one-time
Aspen Wireless	Maple City, MI	\$12,000 up to 2000 connections, \$5.50 per connection >2000

FiberNet staff have reviewed the proposals and recommend awarding the attached contract to CHR Solutions for one-year, with two two-year renewals. The contract was reviewed by city staff and Attorney Revore.

RECOMMENDATION: It is recommended that the Council approve the contract with CHR Solutions, Inc. as presented.

FISCAL EFFECTS: The proposed contract would be a reduction in the Contracted Services line item and a large savings for the FiberNet fund.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

Eric Zuzga
 Director of Community Services

Tom Tarkiewicz
 City Manager

Joseph Smith
 FiberNet Technical Manager

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 Marshall, MI 49068
 p 269.781.5183
 F 269.781.3835
 cityofmarshall.com



Managed IT Services

Statement of Work and Compensation Schedule

Presented to: City of Marshall

Prepared by:
Trent Martin
Director of IT Services
CHR Solutions, Inc.
832.282.2469
Trent.martin@chrsolutions.com

CHR Project #: 3334

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10/1/21 CC Packet

CHRSolutions
.com

v1.0

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1 Executive Overview

City of Marshall (Client) has requested that CHR Solutions, Inc. (CHR) provide this Statement of Work (SOW) for IT Services. This SOW will be an Attachment to the **Master Services Agreement (“Master Agreement”)** and as such the SOW along with this Master Agreement and its other Schedules and Attachments, shall constitute all of the governing documents for such Project.

The project will be governed under the terms of the **Managed Solutions Agreement** that will be an Attachment to the Master Services Agreement.

All pricing is outlined in section entitled **Compensation Schedule (Comp)**.

2 Description of Work – IT Services

CHR will provide Client with IT Services to support the services, devices and equipment listed in this SOW. Support Services are detailed in the Deliverables section of this SOW.

3 Deliverables

3.1 Monitoring and Response Services

Network

CHR will monitor your network devices to ensure they are on line, available and operating within defined thresholds. Should CHR detect devices performing outside of thresholds, CHR will troubleshoot and work to resolve the issue. CHR will notify the Client of the issue and resolve the problem although in some cases CHR will need to meet with the Client before the problem can be resolved. Requires SNMP and in some cases SNMP traps to be configured. CHR, using Client’s monitoring system, will monitor devices 24x7x365

Fault Monitoring

CHR will perform Fault Monitoring on the Client’s Network devices. Fault Monitoring includes the following:

- Device Up/Down
- Port Up/Down
- Link Up/Down
- Hardware Failures (power supplies, fans and other FRU’s)

Performance Monitoring

CHR will perform Performance Monitoring on the Client’s Network devices. Performance Monitoring includes the following:

- DDOS (if Client’s monitoring system supports)
- Core Performance (CPU, Memory, Disk)
- Bandwidth Utilization (Including trending/forecasting)
- Packet Loss

- Failover Status
- Net Flow
- SNMP Traps (where required)

Server

CHR will monitor your servers to ensure they are on line, available and operating within defined thresholds. Should CHR detect devices performing outside of thresholds, CHR will troubleshoot and work to resolve the issue. CHR will notify the Client of the issue and resolve the problem although in some cases CHR will need to meet with the Client before the problem can be resolved. Requires the installation of a lightweight client. Client has full access to monitoring dashboards.

Fault Monitoring

CHR will perform Fault Monitoring on the Client's Servers. Fault Monitoring includes the following:

- Device Up/Down
- Hardware Failures (power supplies, fans and other FRU's)

Performance Monitoring

CHR will perform Performance Monitoring on the Client's Servers. Performance Monitoring includes the following:

- CPU
- Memory
- Disk Capacity

3.2 Router services

Device availability

CHR will monitor the routers to ensure the device is on line and available. Should CHR detect the router is offline or unreachable, CHR will troubleshoot and work to resolve the issue. CHR will notify the customer of the issue and attempt to resolve the problem remotely. If CHR is not able to resolve the issue remotely then the IT Dispatch service will be required.

Configuration backups

CHR will back up the Client's router configuration weekly. In the event of a loss of configuration, CHR will restore the last available configuration from the backup.

Configuration management

CHR will perform the necessary configuration changes to maintain business operations. These configuration changes include:

- DDOS
- VPN Tunneling
- EOIP
- VPLS
- NPLS

- Access Control List (ACL)
- Network Address Translation (NAT)
- Port Address Translation (PAT)
- Port Address Translation (PAT)
- Advanced IP Routing Configuration

CHR provides advisory services to discuss and plan large architectural changes as part of its standard services. Projects for the planning and execution of large scale network re-architecture will be handled as a separate project that will be provided via a Statement of Work.

Software revision management (vendor supported and secure)

CHR will ensure that the router firmware is maintained at a current revision supported by the vendor. CHR will perform one (1) revision per element per quarter if required.

3.3 Network Switch Services

Device availability

CHR will monitor your managed Ethernet switches to ensure the device is on line and available. Should CHR detect the device is offline or unreachable, CHR will troubleshoot and work to resolve the issue. CHR will notify the customer of the issue and attempt to resolve the problem remotely. If CHR is not able to resolve the issue remotely then the IT Dispatch service will be required.

Configuration backups

CHR will back up the Client's managed Ethernet Switch configurations weekly. In the event of a loss of configuration, CHR will restore the last available configuration from the backup.

Configuration management

CHR will perform the necessary configuration changes to maintain business operations. These configuration changes include:

- VLAN modifications
- VLAN add/remove

Software revision management (vendor supported and secure)

CHR will maintain that the Ethernet switch have a vendor supported version of software installed. CHR will perform one (1) revision per element per quarter if required.

3.4 Wireless Access Points

Device availability

CHR will monitor your wireless access points to ensure the devices are on line and available. Should CHR detect a device is offline or unreachable, CHR will troubleshoot and work to resolve the issue. CHR will notify the customer of the issue and attempt to resolve the problem remotely. If CHR is not able to resolve the issue remotely then CHR will coordinate with client to determine if dispatch is necessary.

Configuration management

CHR will perform the necessary configuration changes to maintain business operations. CHR will add/remove SSID's as requested.

Software revision management

CHR will ensure that the wireless access point software is maintained at a current revision supported by the vendor. CHR will perform one (1) revision per element per quarter if required.

3.5 Annual Network Assessment (On-Site)

Network Infrastructure Testing

- **Network Stress Testing** – Generation of high traffic loads to determine network performance under various loads.
- **Network Capacity Analysis** – Assess bandwidth utilization understand the maximum network bandwidth.
- **Failover Testing** - Ensure that network components configured in active/active or primary/failover function as designed.
- **Battery Backup Testing** - will simulate loss of power to test battery backup systems.
- **DDoS Testing** - to simulate real traffic DDoS attack under controlled conditions. Examine monitoring system to ensure that DDoS attacks can be detected and alerted upon.
- **Reporting** – Will meet with client to present reports and recommendations based on the findings of the tests.
- **Network Security Audit** – will provide an internal and external security audit results.

3.6 Server (Physical or Virtual) Services

Server availability

CHR will monitor your server to ensure it is on line and available. Should CHR detect the server is offline or unreachable. CHR will troubleshoot and work to resolve the issue. CHR will notify the Client of the issue and resolve the problem although in some cases CHR will need to meet with the Client before the problem can be resolved.

Patch management

CHR will ensure that vendor security patch levels for server operating systems are kept up to date per vendor guidelines. Please see Appendix A for supported operating systems.

Anti-Virus

CHR will ensure that all servers are protected by antivirus and that anti-virus definition files are updated to the current levels. CHR monitors alerts from the centralized console and will contact client with any infections detected and work with customer to clean infected machines.

Configuration management (Windows Server)

CHR will perform the necessary configuration changes to maintain business operations.

Common changes:

- Active Directory Domain Name System (DNS)
- Dynamic Host Configuration Protocol (DHCP)
- User Management (move, add, change)
- Network Shared folders and Drive (move, add, change)
- Folder and Drive Security
- Operating System troubleshooting
- Group Policy Management (move, add, change)
- Domain Policy Management (move, add, change)
- Windows Server Services Management

3.7 Ticketing Portal

CHR will provide the Client a ticketing portal that gives the ability to manage the Client's open and closed tickets. The Client can create a ticket, add notes, view updates and run reports. The reports can be exported to Excel for further manipulation.

3.8 CHR Service Desk

The CHR Service Desk (CSD) will serve as the Single Point of Contact (SPOC) for all Client support requests. The CSD primary function is to ensure that the Client requests are being handled whether they call in by phone or report a trouble through the ticketing portal. The CSD will own the reported issue to resolve for the Client. The CSD will work the issue remotely, if the issue cannot be resolved remotely, the CSD will consult with the Client on options available for problem resolution. The listed below represents the primary functions of the CSD:

- Incident remediation and resolution
- Incident Management:
- Change Management
- Vendor Management
- Escalation Management
- Multi-Tier Support Skillsets
- User account administration
- Remote desktop support

3.9 IT Dispatch

CHR makes every effort to resolve the Client issue remotely but in the case CHR cannot; at CHR's discretion, CHR will dispatch a technician to resolve the issue. CHR has allocated up to ten (10) hours per month inclusive of travel time to the supported office locations that are within a fifty (50) mile radius of CHR Headquarters. Anything outside of the fifty (50) mile radius will be billed at the CHR travel rate.

3.10 IT Vendor services

CHR provides vendor services for the Client which allows CHR to act on the Client's behalf. Vendor services include vendor interface, coordination, and management in order to maintain operational integrity of the Client's IT Environment. The Client must maintain support agreements with vendors.

CHR will work with Client to develop the Processes and approval authorities. The Client will grant a letter of agency to allow CHR to conduct business with third parties on the behalf of the Client. Management of communications with third party vendors does not create any legal service level commitments for CHR, subject to the failure of the third party to perform their required obligations. All financial costs are the responsibility of the Client.

Items included under Vendor services:

- Server
- Router
- Firewall
- Switch
- Circuits
- Software
- Rack mount UPS's

3.11 Specifications and Standards

These Specifications and Standards represent CHR's minimum equipment requirements in order to support Client's environment. If these standards are not met CHR will work with client to identify steps to meet the necessary requirement at the Client's expense

Servers (minimum requirements)

- 8GB memory
- Intel i5 processor (or equivalent)
- Windows 2012R2 or above
- Name Brand manufacturer with service warranty and support contract (i.e. Dell or HP)

Router/Firewall/Switch (minimum requirements)

Name Brand manufacturer with current service warranty and support contract (i.e. Cisco, Juniper, Mikrotik, Ruckus, Mimosa, and Netonix)

3.12 Change Management

CHR follows a strict change management process in order to ensure stability of the Client environment. CHR and Client have to abide by the change management process. No changes will be made to production systems outside the Change Management approval process. Standard weekly "maintenance window" will be Saturday between 3:00-5:00 AM EST (2:00 AM-4:00 AM CST). The Client will have the opportunity to approve all maintenance windows prior to execution. An emergency approval process will be used for changes that must be made outside the maintenance window. If any unauthorized changes are performed by the Client that causes disruption of service, CHR will perform the corrective actions and will invoice the client at CHR's hourly rate per the compensation schedule.

Items covered under Change management:

- Servers

- Routers
- Firewalls
- Switches
- Wireless access point
- Wireless controller

4 Client Responsibilities

- Client agrees to open a trouble ticket with the CHR Service Center before CHR begins work on any incident.
- Client agrees to follow the CHR Change Management process.
- Client is responsible for all costs related to new hardware and software.
- Client is responsible for all costs related to license compliance.

5 Assumptions

- All installed software must be legally licensed and evidence of compliance must be provided.
- All operating systems must be supported by vendor and must be business versions of the software.
- Response Time is defined as some form of acknowledgement of alarm; notification provided by way of verbal communication, phone call, text/electronic message, or e-mail with Owner. Response time will not be held against Consultant due to malfunction of monitoring system.
- Fulfillment Time is defined as fully satisfying the requirements listed for each network-related issue as defined under the fulfillment description for each defined network response severity level. It does not require that the problem has been solved, but that the proper actions and steps are taken to fully troubleshoot and provide for a solution. Fulfillment Time will not be held against CHR due to any inaction by Client's staff or third party vendor.

Network Response and Resolution Chart							
Network Response Severity Level	Severity Level Description	Description	Response Time	Penalty Outside Response Time	Fulfillment Description	Fulfillment Time	Outside of Fulfillment Penalty
1	Emergency	Network-wide issue leaving customers without service, i.e., more than three customers without service from the same network-related issue Business-class customer without service due to network-related issue Core/node component/equipment misconfiguration, failure, fault or security breach Any situation leaving network vulnerable to security risks or network affecting issue(s)	Within 15 Minutes	\$100 every 15 minutes	Contact the appropriate parties for resolution of the issue(s) Provide plan to resolve the issue to Owner Resolve the issue Contact the appropriate parties with steps taken to resolve issue	Within 2 Hours	\$100 every 30 minutes
2	Serious	Network affecting issue, i.e., more than five customers affected from the same network-related issue. Core node component/equipment issues present leading to poor network performance Any situation leaving where network-wide performance is suffering	Within 30 Minutes	\$100 every 15 minutes	Contact the appropriate parties for resolution of the issue(s) Provide plan to resolve the issue to Owner Resolve the issue Contact the appropriate parties with steps taken to resolve issue	Within 4 Hours	\$100 every 30 minutes
3	Moderate	Network-related problem that may be customer affecting Security or network vulnerability that could be exploited if not corrected Response to misconfiguration or configuration assistance for single customer Network-related outage to single, non-business class customer Business-class customer-related issue that could not be resolved by Owner	Within 1 Hour	\$100 every 30 minutes	Contact the appropriate parties for resolution of the issue(s) Provide plan to resolve the issue to Owner Resolve the issue Contact the appropriate parties with steps taken to resolve issue	Within 12 Hours	\$100 every 1 hour
4	Low	Core node component/equipment redundancy lost and equipment left vulnerable to future failure Customer-related issue that could not be resolved by Owner Advanced or custom-network configuration required for network implementation	Within 12 Hours	\$100 every 1 hour	Provide working solution as requested Provide brief synopsis of working solution and resolution	Within 36 Hours	\$100 every 12 hours
5	Very Low	Advice on configuration, network implementation or product(s) Providing access to non-critical systems Providing network-related materials or documentation Network implementation or design non-service affecting	Within 24 Hours	\$100 every 4 hours	Provide information and documentation as requested Provide working solution as requested	Within 2 Weeks	\$100 every 1 day
<p>*Response Time is defined as some form of acknowledgement of alarm; notification provided by way of verbal communication, phone call, text/electronic message, or e-mail with Owner. Response time will not be held against Consultant due to malfunction of monitoring system.</p> <p>*Fulfillment Time is defined as fully satisfying the requirements listed for each network-related issue as defined under the fulfillment description for each defined network response severity level. It does not require that the problem has been solved, but that the proper actions and steps are taken to fully troubleshoot and provide for a solution. Fulfillment Time will not be held against Contractor due to any inaction by Owner's staff.</p>							

6 Exclusions

The items listed below are out of scope and expressly excluded from this SOW:

- Any services or deliverables that are not expressly stated as a deliverable herein are excluded from this agreement and are out of scope.
- All software licensing and support & maintenance costs other than software provided by CHR.
- All hardware and support & maintenance costs.
- Any troubleshooting or resolution of mobile devices related to wireless carrier issues or other non-Client owned mobile application issues.
- Any cabling required to connect a device.
- Hours expended for implementation of large scale re-architecture of the network, design improvements and infrastructure upgrades.

7 Changes in Scope of Work

Any work requested by Client outside this SOW or any additional work resulting from factors outside the control of CHR will be documented in a Change of Scope form. Changes in the scope of work will be coordinated between CHR and Client management. These changes will be subject to the written approval of both parties, including corresponding changes in the project budget and schedule.

8 Schedule – 2 Compensation

This Master Services Agreement: Schedule 2 Compensation (Comp Schedule) is for the services described in Statement of Work CHR Project #: **3334** and will be part of the Master Services Agreement (MSA). All terms used in this document shall have the plain and ordinary meaning ascribed to them absent a different definition herein.

9 Pricing & Fees

Description	Fee
One-time fees	\$2,000
Monthly service cost for baseline package	Fee
Minimum Monthly fee	\$6,242

10 Baseline of Quantities to be supported

At the beginning of the contract, CHR will do a Baseline Assessment on the number of devices in use which will become the Baseline for Support. An annual true up will be completed, and if the actual inventory varies from these numbers, pricing will be adjusted for costs per month for additions to the Baseline.

10.1 Contract and Payment Terms

1. CHR will invoice the Client for the one-time fees at contract signing.
2. The monthly fees listed above will be billed as stated in Business Process Outsourcing and Managed Solutions Agreement section 6(a).
3. Terms are Net 30.
4. The contract term is set forth in Business Process Outsourcing and Managed Solutions Agreement, section 8.
5. Client has the option to have a 120-day transfer period after the end of the contract term to transition off CHR's Services provided that payment of the monthly fees multiplied by four for the 120-day period are made prior to the end of the then current contract term.
6. All fees are net of applicable taxes which will be added at the time of invoicing if Client is not tax exempt.
7. All out-of-pocket travel costs and miscellaneous costs incurred on behalf of the Client outside the scope of this SOW will be billable weekly to Client at the actual cost incurred and are due upon receipt

11 Signature Page

CHR Project #: 3334

11.1 Authorized Signatures

IN WITNESS WHEREOF, the parties have executed this Statement of Work Agreement in multiple originals.

City of Marshall

Signature

Date

Printed Name

Title

CHR Solutions, Inc.

Signature

Date

Printed Name

Title

Network Response and Resolution Chart

Network Response Severity Level	Severity Level Description	Description	Response Time	Penalty Outside Response Time	Fulfillment Description	Fulfillment Time	Outside of Fulfillment Penalty
1	Emergency	<p>Network-wide issue leaving customers without service, i.e., more than three customers without service from the same network-related issue</p> <p>Business-class customer without service due to network-related issue</p> <p>Core/node component/equipment misconfiguration, failure, fault or security breach</p> <p>Any situation leaving network vulnerable to security risks or network affecting issue(s)</p>	Within 15 Minutes	\$100 every 15 minutes	<p>Contact the appropriate parties for resolution of the issue(s)</p> <p>Provide plan to resolve the issue to Owner</p> <p>Resolve the issue</p> <p>Contact the appropriate parties with steps taken to resolve issue</p>	Within 2 Hours	\$100 every 30 minutes
2	Serious	<p>Network affecting issue, i.e., more than five customers affected from the same network-related issue.</p> <p>Core/node component/equipment issues present leading to poor network performance</p> <p>Any situation leaving where network-wide performance is suffering</p>	Within 30 Minutes	\$100 every 15 minutes	<p>Contact the appropriate parties for resolution of the issue(s)</p> <p>Provide plan to resolve the issue to Owner</p> <p>Resolve the issue</p> <p>Contact the appropriate parties with steps taken to resolve issue</p>	Within 4 Hours	\$100 every 30 minutes
3	Moderate	<p>Network-related problem that may be customer affecting</p> <p>Security or network vulnerability that could be exploited if not corrected</p> <p>Response to misconfiguration or configuration assistance for single customer</p> <p>Network-related outage to single, non-business class customer</p> <p>Business-class customer-related issue that could not be resolved by Owner</p>	Within 1 Hour	\$100 every 30 minutes	<p>Contact the appropriate parties for resolution of the issue(s)</p> <p>Provide plan to resolve the issue to Owner</p> <p>Resolve the issue</p> <p>Contact the appropriate parties with steps taken to resolve issue</p>	Within 12 Hours	\$100 every 1 hour
4	Low	<p>Core/node component/equipment redundancy lost and equipment left vulnerable to future failure</p> <p>Customer-related issue that could not be resolved by Owner</p> <p>Advanced or custom-network configuration required for network implementation</p>	Within 12 Hours	\$100 every 1 hour	<p>Provide working solution as requested</p> <p>Provide brief synopsis of working solution and resolution</p>	Within 36 Hours	\$100 every 12 hours
5	Very Low	<p>Advice on configuration, network implementation or product(s)</p> <p>Providing access to non-critical systems</p> <p>Providing network-related materials or documentation</p> <p>Network implementation or design non-service affecting</p>	Within 24 Hours	\$100 every 4 hours	<p>Provide information and documentation as requested</p> <p>Provide working solution as requested</p>	Within 2 Weeks	\$100 every 1 day
<p>*Response Time is defined as some form of acknowledgement of alarm; notification provided by way of verbal communication, phone call, text/electronic message, or e-mail with Owner. Response time will not be held against Consultant due to malfunction of monitoring system.</p>							
<p>*Fulfillment Time is defined as fully satisfying the requirements listed for each network-related issue as defined under the fulfillment description for each defined network response severity level. It does not require that the problem has been solved, but that the proper actions and steps are taken to fully troubleshoot and provide a solution. Fulfillment Time will not be held against Contractor due to any inaction by Owner's staff.</p>							

Technical Support Bidder Questionnaire	
Questions	Answers
How many employees work for the company?	CHR has 362 employees. We have offices in Houston TX, Mitchell SD, Sioux Falls SD and Bangalore India.
How many years has the company operated?	CHR has been in business for 75 years
What tier level of support is provided to the company's customers?	We provide support from Tier 1 to Tier 4 24/7. We have the Service Center team (Tier1), Service Desk team (Tier 2), NOC team (Tier 3) and Engineering team, which includes servers, networks and software (Tier 4).
How many team members would be available to provide assistance under a managed service contract such as this?	We have 30 Team members in the US and Bangalore that will provide support. 10 in the US
What are some key team members that would assist in providing managed services listed within this bidding document, their job titles, years of experience and any certifications that are current?	Khoa Le: US base - Senior Network Team Lead / CCNA, CCNP, CCIE (written test) – 11 years Alan: US base - Network Engineer CCNA 2020 – 5 years. Shashi: India base – Network Engineer CCNA – 12 years Vinod: India base – Network Engineer CCNA – 5 years Michael Blackburn - Sr Server Engineer - 20 Years
How many companies/municipalities do you provide a managed service?	Manged Services Service approximately 20-25 Managed Services Customers
What are some municipalities/companies to which your company provides a managed service?	SKT Southern Kansas Telephone Company, Haddington Ventures, Holiday World, JLABS Johnson & Johnson; Karbach Brewing Company; Madeksho Law Firm; Mosaic Advisors; Nuzee Coffee Blenders; Reservoir Data Systems; Realm Properties; SIRE Equestrian; Techquip; Turlington Reeves and Orlando.
Do you have any experience working with internet service providers or in an internet service provider setting? If so, what experience?	Yes, we are currently providing full managed services to Southern Kansas Telephone. We also support their entire internet and phone services infrastructure which includes over 10,000 subscribers.
List all managed services that your company provides under current contracts/agreements?	We provide IT Services, Cloud IOT solutions, NOC Monitoring, IT Projects and Cybersecurity.
How many years of experience do you have working with MikroTik firewalls, routers, switches, and access points?	We have experience with Cisco, Meraki, Fortinet and many other vendors. We have two years working with MikroTik switches
How many years of experience do you have working with Ruckus switches and access points?	We have 8 years of experience working with the Ruckus access points.

<p>What software is utilized to monitor computer networks? Do you allow customers to use their own monitoring?</p>	<p>We use Traverse for network monitoring. Yes, we allow customers to use their own monitoring.</p>
<p>What is required for your company to provide managed services?</p>	<p>We require Managed Services Agreement. We require access into the supported network and if required agents to be installed on devices (PC's and Servers). SNMP is required for performing monitoring and access to perform config backups on firewalls</p>
<p>What is required of your customer to provide managed services?</p>	<p>We require access into the supported network and if required agents to be installed on devices (PC's and Servers). SNMP is required for performing monitoring and access to perform config backups on firewal</p>
<p>Roughly estimate how long would it take to familiarize with the network well enough to provide adequate support services.</p>	<p>It will take 3-4 weeks to familiarize with the network to provide adequate support services. During this time the network is documented, SLA's are determined, escalation processes etc</p>
<p>What work would be associated with becoming familiar with the network well enough to provide adequate support services?</p>	<p>Physical topology discovery. Network hardware discovery. Logical network discovery including routing and switching. ISP discovery with respective circuit IDs. Build any necessary documentation. Configuration of Monitoring Tools Escalation Procedures</p>
<p>Do you use a third party for any support functions? If so, what third party is used for support and for what functions?</p>	<p>Not for actual support but we may escalate issues to vendors such as Ruckus or Cisco for bug support</p>

Service Provider Expectations and Bid Form

Service Number	Services Request	Core Service Part	Service Request Definition	Service Request Further Defined	Expected Time Commitment	Hourly Rate (U.S. Dollars per Hour)	Monthly Rate (U.S. Dollars per Hour)	Please List Any Conditions Where The Price Quoted Does Not Reflect The Service Requested Definition and/or Service Request Further Defined
I	Assist in Maintaining Network-Related Equipment	A	Update firmware and operating system of all routers, switches, access points, wireless equipment, firewalls, and servers where it is required for equipment to function properly; when installing routers, switches, access points, wireless equipment, firewalls or servers on the network; or once every quarter year if updates are available	Apply updates to test equipment and perform tests prior to applying to live network equipment. Tests should verify that the updates do not have a negative effect on the functioning of the equipment and shall include bandwidth tests, traceroute/reachability tests to a variety of network locations, download/upload tests, etc.	Two-to-Three Hours Every Three Months	\$175/hr	\$175/M	
		B	Perform battery of network tests at least annually. These tests will include network stress tests: bandwidth capacity analysis, network optimization (potential improvements that could be made to the network), failover between main uplinks/upstream provider, battery backup tests, DDoS protection tests, tests for in the event of equipment failure or security breach.	The analysis from these tests shall be submitted in the form of a report. The report will be reviewed by Owner. A subsequent meeting to discuss the findings shall follow. These tests will start within three months of the support contract's initial start day and completed once every year for the entirety of the Service Agreement being enforceable. The reports shall be completed, reviewed and accepted within 30 days of the tests start date.	Two-to-Four Days Once a Year	\$175/hr	\$467/M	
		C	Assist in securely maintaining all network logs, data, services, and functions.	All information and services shall be backed up daily in a safe and secure off-site and/or on-site environment. Steps should be taken toward securing the information specified above to where only appropriate staff, as agreed upon by both Parties by way of electronic communication, has the means of accessing network log. Owner's designated employee(s) shall be provided access to any Network logs, data, services and functions applicable to the Network. This information shall remain the property of the Owner and shall not be altered in any way unless mutually agreed upon by both Parties in a signed written/electronic agreement. Contractor must not disclose the information to other Parties separate to that of the Owner. An annual review of the Network information systems should be conducted in partnership with Owner. An assessment of any changes that should be made to ensure security of the Network information shall be reported.	One-to-Two Hours Every Month	\$175/hr	\$350/M	

		D	Assist in network-wide password changes, in the interest of maintaining network security.	<p>Password changes for all users, except customer user or Wi-Fi passwords, shall occur no less than quarterly.</p> <p>Ideally, passwords would be managed through a central source, such as a RADIUS Server application, to where this is not much of an issue.</p>	One-to-Two Hours Every Three Months	\$175/hr	\$175/M		
		E	Maintain network backups and scripts of all network configurations in case of equipment-related issues.	<p>Be able to access and apply backups or configuration scripts, in order to reliably maintain equipment in case of equipment-related issue.</p> <p>Work with Owner to create repository accessible in need of emergency.</p> <p>Assist with application of backups or configurations on an as needed basis.</p>	One-to-Two Hours a Month	\$175/hr	\$350/M		
Subtotal								\$1517.00	
2	Assist with Network Monitoring	<p>24x7x365 day monitoring of Core Equipment (Core Switches, Node Routers, Customer Aggregation Switches) via a secure network connection.</p> <p>Ensure conditions are optimal for performance and longevity of equipment.</p> <p>Network Segmentation Fault Detection – Diagnose location for fault/failure/disconnect and recommend remedy.</p> <p>Work with Owner for assistance in monitoring the Network, inclusive of setting up rules, thresholds, notifications, data captures, maps, etc.</p> <p>Networking data captures shall include: bandwidth utilization per link; packet loss (short and long-term); network activity spikes consistent with DDoS, loop/broadcast storm, equipment malfunction, rogue network server, or other network event affecting network performance; link status; historical availability/reachability; syslog server monitoring; failed login attempts on core equipment; and foreign device detection.</p>	<p>Owner shall be required to have full administrative rights (read/write/modification/export) access to all logging and Network monitoring. Network monitoring applications shall be the property of the Owner.</p> <p>Owner shall be in charge of maintaining licensure to monitoring software.</p> <p>Consultant shall be provided read/write access to monitoring by Owner, to where Consultant shall be able to effectively perform the work established herein.</p>	One-to-Four Hours a Month	\$175/hr	\$700/M			

3	Provide Network Assistance	<p>Respond to Network alarms designed in partnership with Owner to provide warning and notification of Network problems. The alarms should notify Contractor of Network problems negatively impacting or having the potential to negatively impact the internet experience for multiple customers on a 24 hour by 7 day a week by 365 day basis.</p> <p>Network problems, further defined, is inclusive of core equipment (node/hub site routers, switches, servers, rectifiers) becoming unreachable; links/connections to equipment going down; equipment malfunctioning; multiple customer routers becoming unreachable within seconds of one another; business-class router/gateway link down for multiple minutes (as should be detected by an alarm/alert); the deterioration or impairment of Network performance for several customers; or Network security breach/unauthorized access (based on logs or alarms).</p> <p>Contractor shall have open communication with upstream service provider connection monitoring where there are problems with upstream service.</p> <p>Shall cooperate to a reasonable extent with Owner staff in the diagnosis, investigation and correction of any fault in the Network.</p>	<p>Please refer to the Network Response and Resolution chart for details as to the expected performance on these issues and penalties for lack of a deemed appropriate response or resolution to the defined issues.</p> <p>Consultant will issue a short report via e-mail or other electronic means for any network problems encountered on the network. In this report, the network problem shall be defined/identified, a cause shall be identified, impact or severity level identified, steps taken to resolve the issue, as well as any actions moving forward (preventative or otherwise).</p> <p>Any network changes shall be logged in the Network Change Form.</p>	Two-to-Six Hours a Month	\$175/hr	\$1050/M	
4	Serve in an Advisory Capacity	<p>Provide information and assistance when purchasing network-related products.</p> <p>Provide opinion on network-related changes that should occur to ensure the network is operating optimally.</p> <p>Provide oversight into new software or hardware that would provide for better network operation and management.</p> <p>Assist in answering questions related to Network functionality or design when called upon.</p> <p>Assist with decisions impacting the operation, performance or security of the Network.</p> <p>Attend meetings related to Network operation, performance or security when called upon.</p>	<p>Please refer to the Network Response and Resolution chart for details as to the expected performance on these issues and penalties for lack of a deemed appropriate response or resolution to the defined issues.</p>	One-to-Three Hours a Month	\$175/hr	\$525/M	

5	<p>Provide Configuration Support on an as Needed Basis</p>	<p>When called upon, be able to configure routers, switches, access points, firewalls, security appliances, servers or other networking equipment. The configuration should allow for network connectivity as intended and specified to Owner, as further described herein.</p> <p>Work with Owner to understand the function of the installed equipment. Provide insight into configuration changes that should occur to perform intended function most optimally based on past experiences (trial and error), learned understanding or recommended best use.</p> <p>Configure equipment for safe, secure and reliable full-rights access for Owner staff and Contractor staff only and limited-rights access for customers.</p> <p>Apply appropriate firewalling, only allowing what needs to be allowed for safe and secure operation; efficient routing for optimal network performance; best practice wireless, DNS and DHCP service settings; and best practice network access settings</p> <p>Work with Owner to establish best practice configurations for different equipment and scenarios. Update scripts and configurations in partnership with Owner staff on an as needed basis.</p>	<p>Any configuration of networking equipment shall not be considered proprietary or sole ownership of Consultant, and must be jointly shared between Owner and Consultant.</p> <p>Owner shall maintain ownership of all devices on Owner's network, as well as configurations and associated scripting, programs or software utilized to maintain proper functioning of the Network.</p> <p>Configurations shall be further described and notated as necessary. Contractor shall fix any errors in configuration caused by Contractor misconfiguration, meaning the configuration did not bring about the intended result as described to Owner, at no charge to Owner.</p> <p>Please refer to the Network Response and Resolution chart for details as to the expected performance on these issues and penalties for lack of a deemed appropriate response or resolution to issues pertaining to configuration support.</p>	One-to-Four Hours a Month	\$175/M	\$700/M	
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6	<p>Provide Network Engineering Support on an as Needed Basis</p>	<p>Implementation of network-wide configuration changes, impacting how the Network traffic as a whole, not an individual device, is routed, tunneled, redistributed, and accessed.</p> <p>Configure or make alterations to BGP, OSPF, MPLS, VPLS, EoIP, RADIUS, DNS, DHCP, ethernet, STP, static routing on network, and other networking protocols as necessary. Assist with the introduction of new IP addresses. Assist with any network-wide changes on the network on an as needed basis.</p>	<p>Fill out Network Change Form when applying Network-wide updates or changes.</p> <p>Ensure that Owner grants permission to make Network changes by way of Owner providing electronic communication granting changes according to and referencing the work specified in the Network Change Form.</p> <p>The agreed upon service charge shall prevail unless otherwise noted and agreed upon by both parties by way of a signed declaration or agreement.</p> <p>If Work is outside of the scope of services, project must be agreed upon by both parties and a signed declaration or agreement must be submitted before work can begin. The terms for payment shall follow those specified in the Bidding Documents unless otherwise agreed upon by both Parties ahead of the start of any Work.</p> <p>Any Work that was not agreed upon and accepted shall be considered non-compensatable or non-reimbursable and done on the Contractors own free accord.</p> <p>If unaccepted or unarranged work is considered harmful or damaging in any way – as in, the change weakens security, integrity, performance or reliability of the network -- Contractor shall waive all service fees for one month or pay a penalty fee of \$3,000, of the Contractor's choosing. Contractor must repair any and all damage or harm to the Network upon detection at no charge to Owner unless an understanding is reached between Owner and Contractor. If Contractor refuses to repair network or provide services specified in this section with the above conditions, unless otherwise agreed upon, Owner may terminate the Service Agreement or contract and seek outside assistance as needed.</p> <p>In the absence of a contract, separate agreement or Service Agreement, Contractor shall not be compensated.</p>	Zero-to-Eight Hours a Month	\$175/hr	\$1,050/M	
7	<p>Distributed Denial of Service (DDoS) Attack Mitigation</p>	<p>Provide support in identifying DDoS attacks through monitoring</p> <p>Set up "blackhole" server functionality that operates automatically upon DDoS detection.</p> <p>Operate "route to nowhere" or assign targeted IP to dummy device.</p> <p>Shut off or block network traffic or routes as necessary to mitigate network performance issues.</p> <p>Restore network to normal operating condition once DDoS attack has been mitigated.</p>	<p>DDoS protection software, server, etc. shall be purchased by the Owner and remain with the Owner regardless of the Service Agreement status.</p> <p>Owner shall not be required to utilize Contractor's DDoS protection or mitigation service, and the contracted price for such service shall remain only on an as needed basis.</p> <p>Owner reserves the right to purchase or obtain DDoS protection or mitigation from an upstream provider or another source separate to that of Contractor. Owner shall not be held responsible or provide separate payment, unless otherwise agreed upon, for any provisions made to provide DDoS protection or mitigation services in the event the Owner decides to alter such protection or receive DDoS protection and mitigation services elsewhere.</p>	Zero-to-Five Hours a Month	\$175/hr	\$700/M	
8	<p>Non-Recurring Costs - Startup</p>	<p>Please list any costs associated with familiarization of the network in order to perform the duties listed above.</p>	<p>Fill out Non-Recurring Costs - Startup Line Item if considered necessary to have a non-recurring monthly startup fee to perform associated Technical Support Services listed above.</p>			\$2,000	

9	Retainer Fee	<p>If there are any fees separate to those listed above to retain the services of Contractor.</p> <p>The fee associated with reserving resources to provide the necessary support services outlined above.</p>	<p>Fill out Retainer Fee Line Item if considered necessary to have a base rate to perform associated Technical Support Services listed above.</p>			\$0	
10	Other Network-Related Services Not Listed Above	<p>Please list any other network-related services, the conditions of those services and the Bid Pricing for each service.</p>	<p>Owner will consider other network-related services not specified above.</p> <p>Owner will not consider services similarly specified above that are listed under this Line Item. This Line Item should only indicate and specify conditions and pricing to services that are not similar to those specified above.</p>			\$0	
Total						\$6,242/M	\$2,000 One Time fee

T\$1751type text here

To: City of Marshall FiberNet
From: Jim Selby, President
Subj: FiberNet Managed Services RFQ

Dear FiberNet Team,

As the principal consultant, project manager and network engineers of Marshall FiberNet, Aspen Wireless has been instrumental in every phase of development of the project from the inception, through design, construction, implementation, and ongoing managed network support services. Aspen's unique and intrinsic understanding of the network architecture has allowed us to provide virtually flawless network monitoring and support for the past 3.5 years.

Aspen understands that as our customer's networks grow and mature from the inception phase through market saturation their needs change over time. We also understand that Marshall FiberNet is not unhappy with the superior performance of Aspen, but is seeking proposals in an effort to reduce costs to the department. We realize that as with any network we manage both public or private, costs need to be constantly evaluated and reviewed to ensure the fiduciary needs of the network and in this case the City of Marshall are managed responsibly.

Additionally, we realize FiberNet is looking for an enhanced SLA under which operations exist going forward. We have reviewed the proposed SLA definitions, timelines and penalties and find them to be too onerous for efficient operations. Instead, let's negotiate a mutually agreeable SLA structure that aligns with industry standards to be implemented, along with the new pricing effective at the same time. Aspen will work with FiberNet to satisfy the spirit and intent of the RFQ-proposed SLA with every intent of delivering superior network monitoring support services.

To this end, Aspen is proposing a revision and extension of our current contract with the city at a reduced flat rate of \$12,000 per month for up to 2,000 managed devices (\$6.00/device). Above the 2,000 mark additional devices would be billed at the \$5.50/device rate. We are offering this for a three year agreement. If FiberNet should choose to select a different RFP respondent, we will prepare a transfer agreement and scope of work to ensure a smooth transition.

Aspen truly values the partnership we have with Marshall FiberNet that has grown over the years from a proposed idea through the development of a 1600+ subscriber network. There are no industry providers that can match the in-depth knowledge we have, which extends down to the DNA level of the network. Considering this level of familiarity and record of performance, we are proposing a negotiated path tenable to both sides.

Sincerely,

Jim Selby

Aspen Wireless Technologies, Inc.



ADMINISTRATIVE REPORT
October 18, 2021 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

FROM: Tom Tarkiewicz, City Manager
Tracy Hall, HR Manager

SUBJECT: Annual Compensation of Administrative Officials, Department Heads, and Salaried Personnel

BACKGROUND: The charter of the City of Marshall, Section 2.27, Annual Compensation states “The city council shall set the salaries of all administrative officials, department heads and salaried personnel by June 30 of every year, except as provided by State law. Such salaries shall be included in the annual budget...”

Funds were allocated in the Electric budget for a Director of Electric Utilities but the 2021-22 salary was not set by Council at that time due to possible restructuring. The decision has been made to move forward and hire a Director of Electric Utilities with an annual salary of \$130,000.

RECOMMENDATION: Approve the proposed FY22 salary of \$130,000 for the position of Director of Electric Utilities.

FISCAL EFFECTS: In the FY22 Electric Administration budget, \$220K was budgeted for the Director of Electric Utilities, and an Electric Superintendent, both of which are vacant. This budget is sufficient to fund the salary for the Director of Electric Utilities. If further positions are desired in the future, further analysis will be needed if the new position exceeds the remaining budget.

ALTERNATIVES: As suggested by City Council.

CITY GOAL CLASSIFICATION: Not Applicable

Respectfully submitted,

Tom Tarkiewicz
City Manager

Tracy L. Hall
HR Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com



CITY OF MARSHALL
BOARDS & COMMISSIONS
APPLICATION

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

Date Oct 5, 2021

Applicant Name TIMOTHY P. FITZGERALD
Address 640 EAST DRIVE MARSHALL, MI 49068
Home Phone 269-317-2273 Work Phone
E-Mail Address Tpatrick49dls@gmail.com
How long have you lived in the City of Marshall? 25 YEARS

Education B.S. UNIVERSITY OF DETROIT.

Community Experience and Affiliations: RAISED 4 BOYS IN MARSHALL, VOLUNTEER COACH MARSHALL SOCCER CLUB, JR BASKETBALL, ACTIVE FACILITATOR ST MARY'S, PACISH COUNCIL, VOLUNTEER LEADER - "WE CARE FUND", VISITING ELDERLY, VOLUNTEER LABOR LEAD KIDS KINGDOM PLAYGROUND BUILD, KOFC PANCAKE BREAKFASTS & FISH & FRY'S

Please specify the Board/Committee sought: PLANNING COMMISSION

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

LAST 5 YEARS (OF 25 YR STATE POLICE CAREER) I WAS COMMANDER OF MSP GOVT AFFAIRS OFFICE, IN THIS POSITION I HAD TO GET LARGER SCALE PROJECTS THROUGHOUT JOINT CAPITAL OUTLAY PROCESS W/ MICH LEGISLATURE MOST RECENTLY, 57 MILLION DOLLAR GRAND RAPIDS STATE POLICE POST, FOUR LAB & DISTRICT HQ'S. I THINK I HAVE UNIQUE QUALIFICATIONS THAT MAKE ME A GOOD CANDIDATE.

FULL PROFILE ON LINKEDIN

Can you commit to attend all meeting: Yes or No

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