



**CITY COUNCIL
WORK SESSION AGENDA
Monday, June 20, 2016
6:00 PM
City Hall Training Room**

- A. Work session item**
Rice Creek erosion
- B. Other items**
- C. Future Work Sessions**
7/18 Road Report and Road Funding
- D. Future topics**

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MARSHALL CITY COUNCIL AGENDA

MONDAY – 7:00 P.M.

June 20, 2016

- 1) CALL TO ORDER
- 2) ROLL CALL
- 3) INVOCATION – Richard Gerten, Family Bible 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. **MDOT Contract for Terminal Study, Planning and Construction** P. 4

City Council will consider the recommendation to approve the resolution to authorize the City Clerk to sign the agreement with MDOT to “Construct Terminal Building, Terminal Study, and Planning at Brooks Field.

B. **Assessment Services Agreement with City of Albion** P. 42

City Council will consider the recommendation to approve the 12-month Assessment Services Agreement with the City of Albion, pending a decision by the City of Albion’s Council to concur with the Agreement on June 20, 2016.

C. **Schedule Public Hearing - \$156.003 and \$156.224 Donation Bins** P. 49

City Council will consider the recommendation to schedule a public hearing for Monday, July 18, 2016 to hear public comment on the proposed changes to §156.003 and §156.224 Donation Bins of the City of Marshall Code of Ordinances.

D. **Cedar Street Right of Way** P. 56

City Council will consider the recommendation to schedule a public hearing for Monday, July 18, 2016 to hear public comment on the vacation of the east 55’ of the Cedar Street right of way between Montgomery Street and Warren Street.

E. **City Council Minutes** P. 60

Regular Session..... Monday, June 6, 2016

F. **City Bills** P. 64

Regular Purchases\$ 221,138.60

Purchased Power.....\$ 636,035.34

Weekly Purchases – 6/3/16\$ 15,434.80

Total.....\$ 872,608.74

Mayor:

Jack Reed

Council Members:

Ward 1 - Kari Schurig

Ward 2 - Nick Metzger

Ward 3 - Brent Williams

Ward 4 - Michael McNeil

Ward 5 - Jon Gerten

At-Large - Kathy Miller



8) PRESENTATIONS AND RECOGNITIONS

A. Binder Park Zoo Presentation

Leslie Walsh and Diane Thompson will make a presentation regarding Binder Park Zoo.

9) INFORMATIONAL ITEMS

A. Event Report – Cruise at the Fountain

P. 68

B. Event Report – Jam for a Cure

P. 69

10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

A. Proposed Changes to Chapter 31: City Organizations

P. 70

City Council will hear public comment on the proposed changes to Chapter §31: City Organizations of the City of Marshall Code of Ordinances.

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

A. Albion Marshall Connector Agreement

P. 74

City Council will consider the recommendation to approve the agreement with Albion for the Albion Marshall Connector Service.

B. FY 2016 Year-End Budget Amendments

P. 75

City Council will consider the recommendation to adopt the attached resolution to amend the FY 2016 Budget.

13) APPOINTMENTS / ELECTIONS

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) CLOSED SESSION

City Council will be requested to move into closed session under section 8 (e) of the Open Meeting Act to discuss specific pending litigation.

17) ADJOURNMENT

Respectfully submitted,

Tom Tarkiewicz
City Manager

June 20, 2016

Page 2



ADMINISTRATIVE REPORT
June 20, 2016 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council
FROM: Kristin Bauer, Director of Public Services
Tom Tarkiewicz, City Manager
SUBJECT: MDOT Contract for Terminal Study, Planning and Construction
MDOT Contract No. 2016-0345

BACKGROUND: The City has received a block grant from the Federal Aviation Administration (FAA) and managed by the Michigan Department of Transportation (MDOT) for airport development projects at Brooks Field under the federal Airport Improvement Program.

This contract is for the Study and Planning for the possible construction of a New Terminal Building at Brooks Field. It is expected this study will be completed in early 2017, total cost of \$35,000. Funding for this project is divided between the Federal Aviation Administration, the State of Michigan and the City of Marshall as follows:

- Federal (FAA): \$ 31,500
- State (MDOT): \$ 1,750
- City of Marshall: \$ 1,750
- \$ 35,000

RECOMMENDATION: It is recommended that the City Council approve the resolution and authorize the City Clerk to sign the agreement with MDOT to "Construct Terminal Building – Terminal Study - Planning", at Brooks Field, Contract No. 2016-0345.

FISCAL EFFECTS: Funds in the amount of \$1,750.00 are available within the Airport Capital Outlay budget expenditure line item 295-900-970.00 for FY17.

CITY GOAL CLASSIFICATION:

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

ALTERNATIVES: As suggested by the Council.

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Respectfully submitted,

Kristin Bauer
Director of Public Services

Tom Tarkiewicz
City Manager

**CITY OF MARSHALL, MICHIGAN
RESOLUTION # XXXXXX**

WHEREAS, the City Council of the City of Marshall has reviewed attached Contract #2016-0345 for federal project B-26-0064-2115 with the Michigan Department of Transportation for the Construct Terminal Building – Terminal Study - Planning; and

WHEREAS, the City Council agrees to utilize the combination of federal, state, and local funding to fund these improvements as stated within contract #2016-0345 to be performed; and

WHEREAS, the estimated expense of the project is \$35,000; and

WHEREAS, the City participation in the project is estimated at \$1,750; and

WHEREAS, the City Council understands and agrees to the contract and its attached conditions, certifications and documentation.

NOW THEREFORE BE IT RESOLVED that based upon a motion made by XXXX, and supported by XXXX, to authorize Trisha Nelson, Clerk to sign contract 2016-0345 for federal project B-26-0064-2115.

Voting For:

Voting Against:

Absent:

CERTIFICATION OF CITY CLERK/TREASURER

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Marshall at a regular meeting held on the 20th day of June, 2016.

Trisha Nelson, City Clerk

Date

MICHIGAN DEPARTMENT OF TRANSPORTATION
CITY OF MARSHALL
CONTRACT FOR A FEDERAL/STATE/LOCAL
AIRPORT PROJECT
UNDER THE BLOCK GRANT PROGRAM

This Contract is made and entered into this date of _____ by and between the Michigan Department of Transportation (MDOT) and City of Marshall (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Brooks Field, whose associated city is Marshall, Michigan, such undertaking (PROJECT) estimated in detail in Exhibit 1, dated May 31, 2016 attached hereto and made a part hereof.

PROJECT DESCRIPTION: CONSTRUCT TERMINAL BUILDING - TERMINAL STUDY - PLANNING.

Recitals:

The PROJECT is eligible for federal funding under the federal Airport Improvement Program, pursuant to 49 USC 47101 *et seq.*, including 47128; and

MDOT has received a block grant from the Federal Aviation Administration (FAA) for airport development projects; and

MDOT is responsible for the allocation and management of block grant funds pursuant to the above noted act; and

Information required by 2 CFR Part 200 is attached to this Contract as Attachment X.

The parties agree that:

1. The term "PROJECT COST," as used herein, is defined in Attachment(s) 5, attached hereto and made a part hereof. The PROJECT COST will also include administrative costs incurred by MDOT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not eligible PROJECT COSTS.

THE SPONSOR WILL:

2. Enter into a contract with a consultant for each element of the PROJECT that requires expertise. The consultant will be selected in conformity with FAA Advisory Circular 150/5100-14. MDOT will select the consultant for each element of the PROJECT that involves preparation of environmental documentation. The SPONSOR will select the consultant for all other aspects of the PROJECT. All consultant contracts will be submitted to MDOT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity. The SPONSOR will neither award a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from MDOT. Any change to the consultant contract will require prior written approval from MDOT. In the event that the consultant contract is terminated, the SPONSOR will give immediate written notice to MDOT.
3. Make payment to MDOT for the SPONSOR's share of the PROJECT COSTS within thirty (30) days of the billing date. MDOT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of the PROJECT work.

Eligible PROJECT COSTS that are paid by the SPONSOR may be submitted for credit toward the SPONSOR's share of the PROJECT COST provided that they are submitted within one hundred eighty (180) days of the date the costs were incurred or within one hundred eighty (180) days of the date of award of this Contract by the parties, whichever is later. Documentation of the PROJECT COST will include copies of the invoices on which the SPONSOR will write the amounts paid, the check numbers, the voucher numbers, and the dates of the checks. Each invoice will be signed by an official of the SPONSOR as proof of payment. The amount of the SPONSOR billing will be reduced by the amount of the eligible credit, based on documentation submitted, provided it is submitted prior to the date of the billing. Should it be determined that the SPONSOR has been given credit for payment of ineligible items of work, the SPONSOR will be billed an amount to ensure that the SPONSOR share of PROJECT COSTS is covered.

The SPONSOR pledges sufficient funds to meet its obligations under this Contract.

4. With regard to audits and record-keeping:
 - a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.
 - b. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this Contract,

the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

- c. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
 - d. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by MDOT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to MDOT upon request. The SPONSOR agrees to permit representatives of MDOT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of MDOT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.
 6. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.

The SPONSOR agrees to comply with the General Conditions and Special Conditions set forth in Appendix F, attached hereto and made a part hereof.

In addition, the SPONSOR agrees to accomplish the PROJECT in compliance with all applicable FAA Assurances, Advisory Circulars, and Certifications.

7. The SPONSOR agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

MDOT WILL:

8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST. MDOT will bill the SPONSOR for the SPONSOR's share of additional estimated PROJECT COSTS for changes approved in accordance with Section 13 at the time of award of the amendment for approved work.
9. Upon receipt of payment requests approved by the SPONSOR, make payment for eligible PROJECT COSTS. MDOT will seek reimbursement from the FAA through the block grant issued to MDOT for funds expended on eligible PROJECT COSTS.

MDOT will not make payment for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of PROJECT work.

10. Make final accounting to the SPONSOR upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned or billed to the SPONSOR.

IT IS FURTHER AGREED THAT:

11. The PROJECT COST participation is estimated to be as shown below and as shown in the attached Exhibit 1. The PROJECT COST participation shown in Exhibit 1 is to be considered an estimate. The actual MDOT, FAA, and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the FAA grant.

Federal Share	\$31,500.00
Maximum MDOT Share	\$1,750.00
SPONSOR Share	\$1,750.00
<i>Estimated</i> PROJECT COST	\$35,000.00

12. The PROJECT COST will be met in part with federal funds granted to MDOT by the FAA through the block grant program and in part with MDOT funds. Upon final settlement of cost, the federal funds will be applied to the federally-funded parts of this Contract at a rate not to exceed ninety-five percent (95%) up to and not to exceed the maximum federal obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 13. Those parts beyond the federal funding maximum may be eligible for state funds at a rate not to exceed ninety percent (90%) up to and not to exceed the maximum MDOT obligation shown in Section 11.

For portions of the PROJECT for which only MDOT and SPONSOR funds will be applied to the final settlement, MDOT funds will be at a rate not to exceed ninety percent (90%), and the total MDOT funds applied toward the PROJECT COST may be up to but will not exceed the maximum MDOT obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 13. Any items of PROJECT COST not funded by FAA or MDOT funds will be the sole responsibility of the SPONSOR.

MDOT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

13. The PROJECT COST shown in Section 11 is the maximum obligation of MDOT and federal funds under this Contract. The maximum obligation of MDOT and federal funds may be adjusted to an amount less than the maximums shown in Section 11 through a budget letter issued by MDOT. A budget letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT

COSTS. The budget letter will be signed by the Administrator of the Airports Division of the Office of Aeronautics.

A budget letter will also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations of Section 11. If the total amount of the PROJECT COST exceeds the maximum obligations shown in Section 11, the PROJECT scope will have to be reduced or a written amendment to this Contract to provide additional funds will have to be awarded by the parties before the work is started.

14. In the event it is determined by MDOT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, MDOT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portion of the PROJECT. Any SPONSOR deposits on the canceled portion less PROJECT COSTS incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting that excess funds be returned or at the time of financial closure, whichever comes first.
15. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If

the SPONSOR fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the SPONSOR under this Contract or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

16. Failure on the part of the SPONSOR to comply with any of the conditions of this Contract may be considered cause for placing the SPONSOR in a state of noncompliance, thereby making the SPONSOR ineligible for future federal and/or state funds until such time as the noncompliance issues are resolved. In addition, this failure may constitute grounds for cancellation of the PROJECT and/or repayment of all grant amounts on a pro rata basis, if the PROJECT has begun. In this section, pro rata means proration of the cost of the PROJECT over twenty (20) years, if the PROJECT has not yet begun.
17. Any approvals, acceptances, reviews, and inspections of any nature by MDOT will not be construed as a warranty or assumption of liability on the part of MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the PROJECT under this Contract.

Any approvals, acceptances, reviews, and inspections by MDOT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, acceptances, reviews, and inspections by MDOT to be construed as a warranty as to the propriety of the SPONSOR's performance, but are undertaken for the sole use and information of MDOT.

18. In connection with the performance of PROJECT work under this Contract, the SPONSOR (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. The SPONSOR (hereinafter in Appendix B referred to as the "contractor") further agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof. These provisions will be included in all subcontracts relating to this Contract.

The SPONSOR will carry out the applicable requirements of MDOT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof.

19. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from MDOT or the SPONSOR. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from MDOT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both DBE and non-DBE subcontractors.

The SPONSOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT semi-annually in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.

20. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
21. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract due to any violation of 15

USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The SPONSOR shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract may have occurred or is threatened to occur. The SPONSOR shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract.

22. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the party/parties to the contract that is/are the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in any dispute and/or litigation will be the financial responsibility of the SPONSOR.
23. MDOT and the FAA will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.
24. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to nor will it be interpreted as giving either party a right of indemnification, either by Contract or at law, for claims arising out of the performance of this Contract.

25. This Contract will be in effect from the date of award through twenty (20) years .
26. In case of any discrepancies between the body of this Contract and any exhibit hereto, the body of the Contract will govern.

27. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the SPONSOR and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the SPONSOR, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF MARSHALL

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

EXHIBIT 1

**BROOKS FIELD
MARSHALL, MICHIGAN**

Project No. B-26-0064-2115
Contract No. FM 13-02-C23

05/31/16

	Federal	State	Local	Total
<u>ADMINISTRATION</u>	<u>\$450</u>	<u>\$25</u>	<u>\$25</u>	<u>\$500</u>
DEPARTMENT-AERO	\$450	\$25	\$25	\$500
<u>PLANNING</u>	<u>\$31,050</u>	<u>\$1,725</u>	<u>\$1,725</u>	<u>\$34,500</u>
Construct Terminal Building - Terminal Study				
AERO - Planning	\$3,807	\$211	\$212	\$4,230
CONSULTANT - Planning	\$27,243	\$1,514	\$1,513	\$30,270
<u>DESIGN</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<u>CONSTRUCTION</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<u>CONTINGENCIES</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL PROJECT BUDGET	\$31,500	\$1,750	\$1,750	\$35,000

Federal Billing Breakdown:

Bill #1 \$31,500 SBGP 9215 Grant Award Date: 6/11/15

Period of Performance End date: 09/30/19

MAC Approval: 5/25/16

ATTACHMENT X

REQUIRED FOR ALL PROJECTS
Notification of Required Federal Program Information to
Sub-recipients for Federal Funding

1. Does this project receive Federal funds? Yes
2. Recipient's Name: City of Marshall
3. Recipient's DUNS Number: 02-089-2600
4. Amount of Federal funds: \$31,500.00
5. Federal Grant Number(s): SBGP 9215
6. Grant Award Date(s): 6/11/15
7. MDOT Project Number: B-26-0064-2115
8. Project Description: Construct Terminal Building - Terminal Study - Planning.
9. CFDA Number, Federal Agency, Program Title: CFDA 20.106
Federal Aviation Administration
Airport Improvement Program
10. Federal Award Identification Number (FAIN): 326SBGP0922015
11. Federal Award Date: 6/11/15
12. Period of Performance Start Date: Award Date of MDOT Contract
13. Period of Performance End Date: 9/30/19
14. Amount of Federal Funds obligated by this action: \$31,500.00
15. Total amount of Federal Funds obligated: \$31,500.00
16. Total amount of the Federal award: \$31,500.00
17. Budget Approved Cost sharing or matching, where applicable: N/A
18. Name of Federal awarding agency and contact information for awarding official:
Director Kirk Steudle
Michigan Department of Transportation
425 West Ottawa Street
Lansing, MI 48909
19. Is this a Research and Development award? No
20. Indirect cost rate for the Federal award (if applicable): N/A

ATTACHMENT 5

SUPPLEMENTAL PROVISIONS FOR CONTRACTS INVOLVING AIRPORT LAYOUT PLANS AND MASTER PLANS

1. The PROJECT COST will include the cost of the consultant hired to perform the study and prepare the reports and drawings necessary to complete the PROJECT.
2. The SPONSOR will select a consultant to perform each element of the PROJECT that requires expertise. All consultant contracts will be between the SPONSOR and the consultant. Consultant contracts will be submitted to the DEPARTMENT for review and approval. Any such approval will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being contracted, or financial integrity. The SPONSOR will not award a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from the DEPARTMENT. Any change to the consultant contract will require prior written approval from the DEPARTMENT. In the event the consultant contract is terminated, the DEPARTMENT will be given immediate written notice by the SPONSOR.
3. The SPONSOR will be billed by the DEPARTMENT. The amount of the billing will be the amount shown as the local share on the attached Exhibit 1. The DEPARTMENT will bill the SPONSOR for the SPONSOR's share of the additional estimated PROJECT COSTS for changes approved by the DEPARTMENT at the time of award of the amendment. The SPONSOR will make payment to the DEPARTMENT within thirty (30) days of the billing date.
4. Payment of all PROJECT COSTS will be made by the DEPARTMENT upon receipt of an invoice from the consultant approved by the SPONSOR.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

Appendix B
(Aeronautics)

**CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21
CONTRACTUAL REQUIREMENTS**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the sponsor of the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The contractor will include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directive issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(Revised October 1, 2005)

APPENDIX C
Assurances that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR § 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

APPENDIX F

GENERAL CONDITIONS

1. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA/MDOT has determined to be ineligible or unallowable.
2. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
3. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
4. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
5. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this subgrant agreement.
6. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this subgrant. If the Sponsor fails to comply with this requirement, the FAA/MDOT may suspend, cancel, or terminate this subgrant.
7. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
8. **Buy American.** Unless otherwise approved in advance by the FAA/MDOT, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this subgrant. The Sponsor will include a provision implementing Buy American in every contract.

APPENDIX F

9. Suspension or Debarment. The Sponsor must inform the FAA/MDOT when the Sponsor suspends or debars a contractor, person, or entity.

10. Ban on Texting When Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts.

11. Trafficking in Persons.

- a. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
- b. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA/MDOT to unilaterally terminate this agreement, without penalty, if a private entity –
 - i. Is determined to have violated the Prohibitions; or
 - ii. Has an employee who the FAA/MDOT determines has violated the Prohibitions through conduct that is either—
 1. Associated with performance under this agreement; or
 2. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.

APPENDIX F

12. Exhibit A Included with Grant Application. The Exhibit "A" updated 4/1/1996, submitted with the project application is made a part of this grant agreement.

13. Co-Sponsor.

The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	ARFF and SRE : Equipment Acquisition	ARFF and SRE EQUIPMENT AND VEHICLES: The Sponsor agrees that it will: 1) house and maintain the equipment in a state of operational readiness on and for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle and equipment; 3) restrict the vehicle to on-airport use only; 4) restrict the vehicle to the use for which it was intended; and 5) amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment. (Applicable only for Part 139 Airports).
Airport	Equipment Replacement such as ARFF and SRE	EQUIPMENT OR VEHICLE REPLACEMENT: The Sponsor agrees that because the Fair Market Value is \$5,000 or more and the equipment/vehicle will not be retained by the Sponsor for airport purposes (or donated to another eligible/justified Sponsor), the Sponsor will use the Fair Market Value of equipment being replaced by this project to reduce the total project costs.
Airport	ARFF Equipment - Off-Airport Storage	OFF-AIRPORT STORAGE OF ARFF VEHICLE: The Sponsor agrees that it will: 1) house and maintain the vehicle in a state of operational readiness for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle; 3) restrict the vehicle to airport use only; 4) amend the Airport Emergency Plan to reflect the acquisition of the vehicle ; 5) within 60 days, execute an agreement with local government including the above provisions and a provision that violation of agreement could require repayment of subgrant funding; and 6) submit a copy of the executed agreement to the FAA.
Airport	AWOS	AUTOMATED WEATHER OBSERVING SYSTEMS (AWOS): The Sponsor agrees that it will: 1) within 60 calendar days of subgrant acceptance, establish a Memorandum of Agreement (MOA) with the FAA; 2) develop an Operations Maintenance Manual to more specifically describe the operational, maintenance, and documentation

¹ Sponsor types include Airport Sponsor (Public and Private), Airport Sponsor (Private Only), Noise, and State or Local Government

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>requirements for the AWOS; 3) within 60 calendar days of installation, take the necessary actions to initiate the AWOS commissioning by the FAA; and 4) provide for the installation, commissioning, continuous operation, and maintenance of any Non-Federal AWOS funded under this grant for the useful life of the equipment.</p> <p>The Sponsor further understands that the FAA will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment.</p>
Airport	ALP & AIP Funded Construction	<p>AIRPORT LAYOUT PLAN: The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.</p>
Airport	Lighting - Operation and Maintenance	<p>LIGHTING: The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.</p>
Airport	Temporary NAVAIDS	<p>TEMPORARY NAVAIDS: The Sponsor agrees that this equipment is being acquired for temporary use to minimize disruptions to the airport during construction. The Sponsor further agrees that upon construction completion of this project or at the point when this equipment is no longer needed for its intended use (but no later than the construction completion of the project), that the Sponsor will house this equipment in an interior enclosure. The Sponsor further agrees to make this equipment available, without cost, to be transferred to another airport or as directed by the FAA.</p>
Airport	Construction on land not yet acquired/ Good Title	<p>NOTICE TO PROCEED - PROPERTY INTEREST ACQUIRED: The Sponsor understands and agrees that the FAA authorization for the Sponsor to issue a notice to proceed with construction work will not be given until the Sponsor has adequately certified that good title will be acquired on the land on which construction is to be performed.</p>
Airport	Construction on land not yet acquired/ Good Title	<p>TITLE EVIDENCE: The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments involving Parcel(s) <u>N/A</u> until title evidence has been submitted to, and found satisfactory by the FAA, subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk or interference with the use and operation of the airport.</p>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	DBE Plan	DBE PLAN: The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this subgrant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.
Airport	Environmental (Required for All Projects)	ENVIRONMENTAL: The environmental approval for this project was issued on <u>1/23/15</u> This project includes the following mitigation measures: <u>N/A</u> The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.
Airport	EMAS	EMAS BLOCK PRE-PURCHASE: The Sponsor understands that it may request reimbursement for payment made by the Sponsor to the EMAS manufacturer for up to 90% of the cost of EMAS block manufacturing costs of EMAS blocks that remain in the manufacturer's care, custody and control provided that the Sponsor has provided a certification to the FAA as to quantity and condition of the EMAS blocks. The remaining payment may be made after delivery to the Sponsor's location and acceptance by the Sponsor.
Airport	Equipment	EQUIPMENT ACQUISITION: The Sponsor understands and agrees that any equipment acquired through this subgrant is considered a <i>facility</i> as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
Airport	Equipment - Friction Measuring Device	FRICION MEASURING DEVICES: The Sponsor agrees that it will properly calibrate, operate, and maintain the friction measuring equipment. The friction measuring equipment and tow vehicle (if applicable) must not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities.
Airport	NAVAIDS - ILS	INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT: The Sponsor agrees that it will: 1) Prior to commissioning, assure the equipment meets the FAA's

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
	Note that in general, Category I ILS are no longer being installed. Instead, RNAV approaches provide equivalent approach minima. Installation of a new ILS must follow the ILS policy and must have APP-1 approval.	standards; and 2) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
Airport	Fence - Wildlife	WILDLIFE FENCE: The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of the subgrant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.
Airport	Land - Revise Exhibit "A" Property Map	UPDATE APPROVED EXHIBIT "A" PROPERTY MAP FOR LAND IN PROJECT: The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.
Airport	Land acquisition -Future Land	FUTURE DEVELOPMENT LAND: The Sponsor agrees to perform the airport development which requires this land acquisition within 10 years of this subgrant agreement, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within 10 years for the purpose for which it was acquired, the Sponsor will refund the Federal and State share of acquisition cost or the current fair market value of the land, whichever is greater.
Airport	Master Plan - Coordination	COORDINATION: The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	NAVAIDS -Operations and maintenance	<u>AIRPORT-OWNED VISUAL OR ELECTRONIC NAVIGATION AIDS IN PROJECT:</u> The Sponsor agrees that it will: 1) Provide for the continuous operation and maintenance of any navigational aid funded under this subgrant agreement during the useful life of the equipment; 2) Prior to commissioning, assure the equipment meets the FAA's standards; and 3) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
Airport	New or Replacement Airport	<u>SITE SELECTION:</u> The Sponsor understands and agrees that the Project cannot proceed beyond the site selection study until the Sponsor has received formal approval from the FAA to proceed.
Airport	Non-AIP Utility Proration (Refer to AIP Handbook –Ch. 3, Sec. 11, Par. 3-98)	<u>UTILITIES PRORATION:</u> For purposes of computing the United States' share of the allowable project costs, the allowable cost of the <u>N/A</u> included in the project must not exceed <u>N/A</u> percent.
Airport	Utility Relocation	<u>UTILITY RELOCATION IN PROJECT:</u> The Sponsor understands and agrees that: 1) the United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs; 2) FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and 3) the utilities exclusively serve the Airport;
Airport	Obstruction Removal	<u>OBSTRUCTION REMOVAL:</u> The Sponsor agrees to clear Parcel(s) <u>N/A</u> , as shown on Exhibit "A" Property Map, of the following obstructions: <u>N/A</u> prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures or obstructions on the airport except those required for aids to air navigation or those which have been specifically approved by the FAA.
Airport	Pavement	<u>PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:</u> The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Subgrant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed,

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will</p> <ol style="list-style-type: none"> 1. follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair; 2. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed; 3. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements: <ol style="list-style-type: none"> a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail: <ol style="list-style-type: none"> 1) location of all runways, taxiways, and aprons; 2) dimensions; 3) type of pavement, and; 4) year of construction or most recent major rehabilitation. b. Inspection Schedule. <ol style="list-style-type: none"> 1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years. 2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded. 4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is: <ol style="list-style-type: none"> a. inspection date; b. location; c. distress types; and d. maintenance scheduled or performed.

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
Airport	Pavement Exceeding \$500,000	<p><u>PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$500,000:</u> The Sponsor agrees to:</p> <p>a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal and State specifications. The program must include as a minimum:</p> <ol style="list-style-type: none"> (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract. (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided. (3) Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077). (4) Qualifications of engineering supervision and construction inspection personnel. (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test. (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken. <p>b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-</p>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>tolerance material. An interim test and quality control report must be submitted, if requested by the FAA.</p> <p>c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the subgrant agreement.</p> <p>d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce subgrant payments accordingly if such independent tests determine that sponsor test results are inaccurate.</p>
Airport	Pavement maintenance	<p><u>MAINTENANCE PROJECT LIFE:</u> The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.</p>
Airport	RPZ Acquisition	<p><u>PROTECTION OF RUNWAY PROTECTION ZONE:</u> The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.</p>
Airport	RPZ Acquisition	<p><u>PROTECTION OF RUNWAY PROTECTION ZONE:</u> The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke</p>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
Airport	RPZ Future Acquisition (This special condition should be used if any of the following items are part of the grant: 1) An airfield project that impacts the runway threshold, 2) A change in the design critical aircraft that increases the RPZ dimensions, or 3) A new or revised instrument approach procedure that increases the RPZ dimensions).	ACQUISITION OF THE RUNWAY PROTECTION ZONE: Future interest in the Runway Protection Zone: The Sponsor agrees that it will acquire <u>N/A</u> in the Runway Protection Zones for runways that presently are not under its control within <u>N/A</u> years of this Subgrant Agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
Airport	VALE equipment	LOW EMISSION SYSTEMS: The Sponsor agrees that vehicles and equipment included in this subgrant: <ol style="list-style-type: none"> 1) will be maintained and used at the airport for which they were purchased ; 2) will not be transferred, relocated, or used at another airport without the advance consent of the FAA; 3) will be clearly labeled using the FAA-designed VALE program emblem; 4) will be replaced, at the Sponsor’s own cost, any disabled or seriously damaged vehicle or equipment at any time during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions for the useful life of the vehicle or equipment, or life of Airport Emission Reduction Credits, whichever is longer. The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.
Airport	VALE Recharging System	RECHARGING SYSTEM VALE– USE AND OPERATION REQUIREMENTS: The Sponsor understands that it is obligated to earn emissions credits from the state air quality agency on a yearly basis for the use of this recharging system and the use of electric ground support equipment at the airport. The Sponsor understands and agrees that the Sponsor may be obligated to repay to the FAA some or all of the federal share of the

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		recharging project if Sponsor does not earn the emissions credits that the Sponsor estimated in the project application.
Airport or Noise	Building Allowable Costs (Prorate)	BUILDING AIP PRORATION: For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the <u>N/A</u> included in the project must not exceed <u>N/A</u> percent of the actual cost of the entire building.
Airport or Noise	Noise Land	ACQUISITION OF NOISE LAND: The Sponsor agrees that as part of the land acquisition in this project, it will prepare or update a Noise Land Inventory Map and Reuse Plan to standards satisfactory to the FAA and submit said documentation in final form to the FAA. It is further mutually agreed that the reasonable cost of developing or updating a Noise Land Inventory Map and Disposal Plan is an allowable cost within the scope of this project.
Airport or Noise	Noise - Annual Report	ANNUAL NOISE REPORT: As a condition of this Airport Improvement Program (AIP) subgrant, the Sponsor agrees to provide to the FAA, an annual report of funds expended and actions associated with this subgrant within 90 days following the end of each Federal fiscal year the subgrant remains open. The report must provide the following information: <ol style="list-style-type: none"> 1) Total noise subgrant funds expended during the fiscal year. 2) Amount of funds expended by Program Element(s) as identified in the Sponsor's Noise Compatibility Program (NCP). 3) Number of parcels mitigated by DNL contour and Program Element as identified in the Sponsor's NCP. 4) Total number of people impacted by the Sponsor's NCP (by DNL contour) and total number of people mitigated during the fiscal year by DNL contour and Program Element as identified in the Sponsor's NCP. 5) A graphic (map) depicting DNL contours and the location of mitigation action as defined by the Program Element(s) of the Sponsor's NCP, including a list by address for mitigation actions shown on the map. 6) A written plan outlining actions being planned for the next year based on the Sponsor's priorities and the NCP. 7) Other information as required by the FAA.
All Sponsor Types	Plans and Specifications	PLANS AND SPECIFICATIONS PRIOR TO BIDDING: The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.
All Sponsor Types	Plans and Specifications Certification	PLANS & SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION: The FAA and the Sponsor agree that the FAA approval of the Sponsor's

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:</p> <p>1)The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;</p> <p>2)The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;</p> <p>3) if the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.</p>
All Sponsor Types	Design-Only Subgrants	<p>DESIGN SUBGRANT: This subgrant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a subgrant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this subgrant agreement, the FAA may suspend or terminate subgrants related to the design.</p>
All Sponsor Types	Force account	<p>FORCE ACCOUNT: The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor's own personnel must receive approval from the FAA prior to Sponsor incurring costs and that no reimbursement payments will be made on that portion of this subgrant until the Sponsor has received FAA approval for the force account information.</p>
All Sponsor Types	Land Acquisition - Revenue and Program Income	<p>PROGRAM INCOME AND REVENUE FROM REAL PROPERTY: The Sponsor understands that all program income produced from real property purchased in part with Federal funds in this subgrant received while the subgrant is open will be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. The Sponsor further agrees that once the subgrant is closed, all net revenues produced from real property purchased in part with Federal funds in this subgrant must be used on</p>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		the airport for airport planning, development, or operating expenses. This income may not be used for the Sponsor's matching share of any subgrant. The Sponsor's fiscal and accounting records must clearly identify actual sources and uses of these funds.
All Sponsor Types	Land acquisition - Relocation	UNIFORM RELOCATION ACT: The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with the 49 Code of Federal Regulations Part 24, Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally Assisted Programs.
All Sponsor Types	Noise - mitigation	INELIGIBILITY OF PREVIOUSLY INSULATED STRUCTURES: The Sponsor understands and agrees that AIP funds may only be applied to noise insulate structures under 14 Code of Federal Regulations Part 150 one single time and that no structures in this subgrant have been previously noise insulated using AIP funds.
All Sponsor Types	Noise Mitigation – Private Land	<p>NOISE PROJECTS ON PRIVATELY OWNED PROPERTY: The Sponsor understands and agrees that no payment will be made under the terms of this Subgrant Agreement for work accomplished on privately owned land until the Sponsor submits the agreement with the owner of the property required by the Subgrant Assurance Number 5: Preserving Rights and Powers, and the FAA has determined that the agreement is satisfactory. As a minimum, the agreement with the private owner must contain the following provisions:</p> <ol style="list-style-type: none"> 1) The property owner must inspect and approve or disapprove the work on the project during and after completion of the measures as the FAA or Sponsor reasonably requests. 2) The property owner is responsible for maintenance and operation of the items installed, purchased, or constructed under this Subgrant Agreement. Neither the FAA nor the Sponsor bears any responsibility for the maintenance, operation, or replacement of these items. 3) If the Sponsor transfers Federal funds for the noise compatibility measures to a private property owner or agent, the property owner must agree to keep records and make those records available to the FAA and the Sponsor about the amount of funds received and the disposition of the funds. 4) The property owner's right to sue for adverse noise impacts will be abrogated if the property owner deliberately or willfully reduces the effectiveness of the noise compatibility measures during the useful life of such measures. This obligation will remain in effect throughout the

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		useful life of the noise compatibility measures, but not to exceed 20 years from the date of the Sponsor's acceptance of federal aid for the project.
All Sponsor Types	Non AIP work in project	<p>NON-AIP WORK IN APPLICATION: The Sponsor understands and agrees that:</p> <ol style="list-style-type: none"> 1) the Project includes the planning and/or construction of <u>N/A</u> that is not being funded with any Federal funding in this project ; 2) although the Sponsor has estimated a total project cost of \$<u>N/A</u>, the total allowable cost for purposes of determining federal participation will not exceed \$<u>N/A</u>; 3) it must maintain separate cost records for the AIP and non-AIP work; 4) all cost records must be made available for inspection and audit by the FAA; 5) the Sponsor understands that all non-AIP work is the sole responsibility of the Sponsor; and 6) the amount of allowable cost that will be used for purposes of determining an increase in the maximum obligation of the United States will not exceed \$<u>N/A</u>, which is the total allowable cost for purposes of determining federal participation in 2) of this special condition.
All Sponsor Types	Planning Scope of Work	<p>PRELIMINARY SCOPE OF WORK: This Subgrant is made and accepted upon the basis of a preliminary scope of work. The parties agree that within 30 days from the date of acceptance of this Subgrant Offer, the Sponsor will furnish a final scope of work to the FAA and that no work will commence, nor will there be any contract signed for accomplishment of such work, until the final scope of work has been approved by the FAA. The Sponsor and the FAA further agree that any reference to the scope of work made in the Subgrant Offer or in the project application is in respect to the final scope of work.</p>
Airport - Non-primary	Fuel farms	<p>FUELING SYSTEM – USE AND OPERATION REQUIREMENTS: This project includes the installation of a new aviation fuel system. All revenue generated by this fueling system must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances. The fueling system established under this subgrant, will be operated solely by the Sponsor and/or the Sponsor's employees. The Sponsor is further obligated to operate and maintain the fueling system</p>

APPENDIX F

Special Conditions

Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		for the 20-year subgrant expected life, including meeting all local, state, and federal regulations related to the fuel system.
Airport - Non-primary	Revenue Producing Project	REVENUE PRODUCING PROJECT: The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary subgrant funds for the airside needs of the airport for the three fiscal years following the fiscal year in which this subgrant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances.
Airport	Land Acquisition	LAND ACQUISITION: The Sponsor agrees that no payments will be made on the subgrant until the Sponsor has presented evidence to the FAA that it has recorded the subgrant agreement, including the subgrant assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the subgrant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No." as appropriate, use the numbers assigned by MOOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the subcontractor for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MOOT PAYMENT ANALYST:

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MOOT Office of Business Development
P.O. Box 30050
Lansing, Michigan 48909
Questions about this form? Call Toll-free, 1-866-DBE-1264



ADMINISTRATIVE REPORT
June 20, 2016 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council

FROM: Tom Tarkiewicz, City Manager
Jon B. Bartlett, Finance Director

SUBJECT: Assessment Services Agreement with City of Albion

BACKGROUND: The City of Marshall decided to make the Assessing duties an internal function within the Finance Department in 2014. As part of this transition, the City of Marshall began discussions with the City of Albion on whether to share these Assessing Services on a 70/30 basis, with Albion receiving approximately 30% of the Assessing Services under contract with the City of Marshall. In May 2016, both cities began talks of renewing the existing contract for another year beginning July 1, 2016. On June 1, 2016, a new written agreement was received from the City of Albion, reviewed by staff, and attached for Council to adopt. The new agreement is essentially identical to the previous agreement except for the addition of section 6.8 that addresses discrimination. Also attached, is a spreadsheet showing how the annual amount of the new Agreement was calculated.

RECOMMENDATION: It is recommended that the Council approve the attached twelve month Assessment Services Agreement with the City of Albion, pending a decision by the City of Albion's Council to concur with the Agreement on June 20, 2016. It is further recommended that Council allow the City Clerk and the City's Finance Director the authority to sign the agreement on behalf of the City.

FISCAL EFFECTS: The FY 2017 General Fund Budget was adopted on May 16, 2016 and includes the expected agreement revenue from the City of Albion. Failure to approve the FY 2017 Assessment Services Agreement would reduce General Fund revenues by \$45,650.

ALTERNATIVES: As suggested by the Council.

Respectfully submitted,

Jon B. Bartlett
Finance Director

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

City of Marshall				
City of Albion				
City Assessor Function				
	Adopted	Adopted		
	Budget	Budget		
	FY2016	FY2017		
Payroll & Fringes	\$ 138,275.00	\$ 135,329.00		
Overtime	\$ 1,283.00	\$ 500.00		
Supplies & Services	\$ 5,825.00	\$ 1,750.00		
Contractual Services	\$ 7,500.00	\$ 7,500.00		
Travel	\$ 4,000.00	\$ 1,000.00		
Data Processing	\$ 5,135.00	\$ 5,200.00		
Training	\$ 2,500.00	\$ 3,500.00		
Communications	\$ -	\$ 1,000.00		
Motor Pool Rental	\$ -	\$ 3,000.00		
Workers' Comp.	\$ 367.00	\$ 32.00		
	\$ 164,885.00	\$ 158,811.00		
Marshall	70%			
Albion	30%			
	2016	2017		
	12 months	12 months		
Albion	\$ 49,465.50	\$ 47,643.30		
Less	\$ (2,000.00)	\$ (2,000.00)		
Albion Final Annual **	\$ 47,465.50	\$ 45,643.30		
		\$ 45,650.00	Rounded for Contract	
Marshall	\$ 117,419.50	\$ 113,161.00		
	\$ 164,885.00	\$ 158,811.00		
** Does not include Albion BOR Costs, Tax Tribunal or STC Legal Expenses incurred by the City of Albion				

ASSESSMENT SERVICES AGREEMENT

This Agreement is entered into pursuant to the Urban Cooperation Act (hereinafter "UCA"), MCL 124.501 et. Seq., this ____ day of _____, 2016, by and between the City of Albion, a Michigan municipal corporation, with offices at 112 Cass Street, Albion, Michigan 49224 (hereinafter "Albion") and the City of Marshall, a Michigan municipal corporation, with offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (hereinafter "Marshall").

WHEREAS Albion and Marshall are public agencies as defined in the UCA;

WHEREAS Marshall and Albion wish to, pursuant to Section 4 of the UCA, share certain powers which each might exercise separately;

WHEREAS Marshall and Albion, as allowed by the UCA, wish to collaborate in the provision of assessing services thereby resulting in better delivery of services for a lower cost to the mutual benefit of both parties;

WHEREAS, Marshall, through its Assessing function within the Finance Department, can provide a Michigan Advanced Assessing Officer (hereinafter "MAAO") with appropriate expertise and experience in assessing to be the Assessor of Record for Albion and provide the assessment services as set forth herein; and

WHEREAS, Albion wishes to contract with Marshall for the assessment services as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties hereby agree as follows:

1. Obligations of Marshall.

The City of Marshall shall provide all necessary and/or required MAAO assessing services to Albion during the term of the Agreement, including the following:

- a. Maintain all current and future assessment records, including records of property splits, new construction, exempt properties, homestead exemptions, and all records required by applicable state statute and regulation.
- b. Review all parcels and determine the appropriate classification and conduct physical inspections when necessary to verify the accuracy of a property's classification.
- c. Review all parcels and associated records to determine the accuracy of data for calculation of value for the purpose of assessment and taxation.
- d. Conduct as required on an annual basis a personal property canvas and print, and send all personal property notices in accordance with state statute and applicable authority.
- e. Conduct re-inspections of twenty percent of each class of property each year as required by State Tax Commission 14 point AMARS review, and maintain for each property an appraised digital photo, sketch of the property, and assessment record card.

- f. Send assessment change notices annually as required by statute.
- g. Prepare Economic Condition Factors ("ECF") and land value grids in accordance with State Tax Commission guidelines each year.
- h. Meet with members of the City's Board of Review on or before the Tuesday following the first Monday in March, being the first meeting of the Board of Review, and at the organizational meeting of the Board, will turn the assessment roll over to the Board of Review, explain the changes in the roll from the prior year, and allow the Board of Review to review the assessment roll as needed.
- i. Attend the meeting of the Board of Review during the Board of Review's process of hearing appeals for property owners.
- j. Provide any and all services and perform all duties required of the City Assessor as provided in the Albion City Charter, Section 8.8.
- k. Dedicate on average one and one half (1.5) days per week to Albion assessing services.
- l. Maintain specific staff hours as established by mutual agreement between the Albion and Marshall.
- m. Conduct re-inspections and/or assessments of Albion properties as requested by the Albion City Attorney.
- n. Maintain a MAAO throughout the entire term of this contract.
- o. Assist Albion in other areas which require MAAO Certification.
- p. Assist Albion to ensure that Albion is in full compliance with all rules, regulations, and policies currently in place or if promulgated in the future by the Treasury Department and/or the State Tax Commission.
- q. Handle Tax Tribunal Small Claims matters (with assistance from the Albion City Attorney) and assist the City Attorney with matters before the Entire Tribunal.
- r. Provide such other coverage through Marshall personnel as may be necessary to carry out the duties set forth above, and to carry out such other duties as the parties may agree upon from time to time in writing.

2. Obligations of Albion.

The City of Albion agrees to provide the following for the use of Marshall in performing the duties set forth in paragraph 1:

- a. Twenty-four (24) hour access to the Albion's assessment records.
- b. Access to such other records (maps, building permits, building plans, and other applicable documents) as may be necessary for Marshall from time to time to properly execute the duties of assessor.
- c. Such other documents and assistance as shall be necessary from time to time to perform the duties set forth in paragraph 1.
- d. Provide office space and full computer support while working on Albion files.

3. Term.

This agreement shall be effective for an initial term commencing on July 1, 2016, and shall remain in full force and effect until June 30, 2017. This agreement may be extended or renewed upon mutual agreement of the parties.

4. Payment For Services.

It is expressly understood and agreed that the compensation for the performance of the services set forth in paragraph 1 by Marshall for Albion shall be in an amount not to exceed Forty-Five Thousand Six Hundred Fifty (\$45,650.00) dollars, paid in monthly intervals, for the agreement period. Upon the presentation of a properly submitted invoice, payments will be made by Albion to Marshall within 30 days of the invoice receipt following the last day of each monthly term completed. In the event that the contract is terminated by Albion prior to the completion of any monthly term, Albion will pay Marshall the full monthly sum then due. Modification in the amounts charged by Marshall for services shall be reviewed on at least an annual basis by the City Manager of Albion and the Finance Director of Marshall and changes therein agreed to in writing by them.

5. Termination of Agreement.

If Marshall fails to fulfill in a timely and proper manner its obligation under this agreement, or shall violate any of the covenants, agreements and stipulations herein, Albion shall give Marshall written notice of such breach, and in the event that Marshall has not remedied such breach within thirty (30) days, Albion, within its sole discretion, shall have the right to terminate this Agreement. Such termination, in the event that the breach has not been remedied, shall take immediate effect upon the expiration of the thirty (30) day notice period.

Either party may terminate this Agreement at any time, with or without cause, if it is their decision that termination is in the party's best interests. The terminating party will provide no less than thirty (30) days written notice to the other party.

Payment will be made for all services provided under this agreement up to and including the effective date of the termination of services.

6. General Terms and Conditions.

6.1 This Agreement constitutes the complete expression of the agreement between Marshall and Albion on the subjects contained herein and there are no other oral or written agreements or understandings between the entities concerning these subjects. Any prior agreements or understandings on the matters addressed in this Agreement are hereby rescinded, revoked or terminated. Except as provided for in paragraph 5, this Agreement may be modified or amended only by subsequent written agreement approved by the City Councils of Marshall and Albion.

6.2 This Agreement shall be interpreted under the laws of the State of Michigan. If any portion is held to be illegal, invalid, or unenforceable, the remainder of the Agreement shall be deemed severable and shall remain in full force and effect.

6.3 Any notices pursuant to this Agreement shall be sent to the parties and shall be directed to the persons and addresses stated below:

City of Marshall
Finance Director
323 West Michigan Avenue

City of Albion
City Manager
112 Cass Street

6.4 In providing services under this Agreement, the parties recognize Marshall personnel will, from time to time, be doing work for Albion. Marshall and Albion agree that the point of contact for all communication and direction regarding work to be performed by Marshall personnel under this Agreement shall be the City Manager of Albion. Marshall reserves the right to control and direct all of its employees, and the times when they may perform services under this Agreement.

6.5 Marshall warrants and represents that its personnel who will perform the services under this Agreement are fully qualified and have all required licenses and/or certifications to perform the services described herein. Marshall further represents and agrees that its relationship to Albion and its performance under this contract is that of an independent contractor. It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of Marshall shall not be deemed or construed to be the employee or agent of Albion for any purpose whatsoever. Marshall employee(s) providing services to Albion hereunder shall not be entitled to compensation in the form of salaries, or any type of fringe benefits by Albion. At all times, the personnel provided by Marshall will be covered by Marshall's workers' compensation coverage.

6.6 Marshall agrees, to the extent allowed by law, to indemnify Albion for any and all claims, actions, damages, liability, costs, and expenses, including attorney fees, incurred primarily as a result of the actions or inactions of Marshall's elected and appointed officials, employees, officers and agents. Albion agrees, to the extent allowed by law, to indemnify the Marshall for any and all claims, actions, damages, liability, costs, and expenses, including attorney fees, incurred primarily as a result of the actions or inactions of Albion's elected and appointed officials, employees, officers and agents.

6.7 Marshall and Albion herein agree that this agreement may not be modified except in writing, signed by both parties.

6.8 Marshall, its employees, officers, or agents, shall not discriminate against any persons within the City of Albion regarding employment, housing, public accommodations, and public services on the basis of age, color, disability, education, familial status, gender expression, gender identity, height, marital status, national origin, race, religion, sex, sexual orientation, or weight, pursuant to City Ordinance.

By the signatures executed below, the parties agree to the terms of this Agreement and the signatories represent that they have the authority to execute this Agreement on behalf of the party for which they have signed.

City of Marshall,

By: _____
Finance Director

By: _____
City Clerk

June ____, 2016

City of Albion,

By: _____
Mayor

By: _____
City Clerk

June ____, 2016



ADMINISTRATIVE REPORT
June 20, 2016 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council Members

FROM: Natalie Dean, Assistant City Manager/Director
Tom Tarkiewicz, City Manager

SUBJECT: Set public hearing for July 18, 2016 to hear comments on changes to §156.003 and §156.224 Donation Bins

BACKGROUND: There is growing case law in the area of Donation Bin regulation. After review of the current ordinance, the City Attorney's recommendation was to amend the City's current ordinance to acquire some of the same language that the City of St. Johns Michigan ordinance has due to the fact that St. Johns ordinance has already been tested and approved by the federal court. Currently there is only one permit for one donation bin within the City but there have been complaints about the current ordinance. St. Johns Collection Bin ordinance closely resembles Marshall's ordinance but there are differences. If Council adopts this ordinance, the differences will include:

- No limit on the amount of licensed bins in the City; however there is a cost to applying for several bins.
- No limit to each bin operator-they may apply for several bins.
- Fees are changing from \$200 per application to \$125 first application, \$100 renewal.
- Stickers are now required on the bins which the City will supply.

It is also suggested that the definitions be pulled out of the over-arching ordinance definitions and into this particular area of the ordinance.

Most things will not change with the new ordinance:

- Permits are still valid for one year.
- Still require pictures, sizes and signage requirements.
- Owner affidavit is still required-this time we are requiring that it be notarized.
- Bins are still not allowed in residential districts.
- The Zoning Board of Appeals still stands as the body to hear appeals.
- Little to no change in the handling of non-compliant bins.

On May 11, 2016, the Planning Commission considered staff and City Attorney suggestions to §156.224 Donation Bins; a public hearing was held the same night as well. There was no public present to speak.

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

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cityofmarshall.com

MOTION by Dyer, supported by Meservey, to recommend amendments to §156.003 and §156.224 Donation Collection Bins ordinance to City Council for approval. On a voice vote; **MOTION CARRIED**

RECOMMENDATION: The Planning Commission recommends that Council set a public hearing for July 18, 2016 to hear comments on changes to §156.003 and §156.224 Donation Bins.

FISCAL EFFECTS: None at this time.

CITY GOAL CLASSIFICATION:

GOAL AREA I. ECONOMIC DEVELOPMENT

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

ALTERNATIVES: As suggested by Council.

Respectfully submitted,


Natalie Dean
Assistant City Manager
Director of Community Services


Tom Tarkiewicz
City Manager

**CITY OF MARSHALL
ORDINANCE #-16**

AN ORDINANCE TO AMEND CITY OF MARSHALL CODE, CHAPTER AND SECTION 156.003 DEFINITIONS AND SECTION 156.224 DONATION COLLECTION BINS.

THE CITY OF MARSHALL ORDAINS:

Section 1. That section **§156.003** of the Marshall City Code, is hereby modified to delete the definitions:

DONATION COLLECTION BIN. A receptacle or container designed with a door, slot or other opening which is intended to receive items donated from the public such as clothing, household items, or other salvageable personal property. This term does not include recycle bins for the collection of recyclable material, any rubbish or garbage receptacle.

DONATION COLLECTION BIN OPERATOR. A person who owns, operates or otherwise is in control of donation collection bins to solicit collections of salvageable personal property.

Section 1a. That section **§156.224** of the Marshall City Code, is hereby modified to read:

A. Intent and definitions.

(1) The collection boxes ordinance is intended to be a regulatory enactment in the public's health, safety and welfare for the protection of all citizens who use collection boxes. The intent of this collection boxes article is to impose restrictions and conditions on all collection boxes in the city so that they are – and remain – clean and safe and do not create hazards to pedestrians and

(2) Definitions.

(a) *Collection box* means any metal container, receptacle, or similar object that is located on any parcel or lot of record within the city and that is used for soliciting and/or collecting the receipt of clothing, household items or other personal property. This term applies to all such containers regardless of whether the solicitation of property is made by a for-profit or non-profit entity. This term does not include recycle bins for the collection of recyclable material, any rubbish or garbage receptacle or any collection box located within an enclosed building.

(b) *Director* means the Director of Community Services.

(c) *Operator* means a person who owns, operates or otherwise is in control of collection boxes to solicit collections of salvageable personal property.

(d) *Permittee* means a person over 18 years of age or an entity or that is issued a permit authorizing placement of collection box(es) on real property.

(e) *Property owner* means the person or entity that is an owner of real property where the collection box(es) are located.

(f) *Real property, property or land* means a lot of record located in the City of Marshall.

B. Collection box permit.

No later than 90 days from the effective date of this article, no person shall place, operate, maintain or allow any collection box on any real property in the City of Marshall without first obtaining an annual permit issued by the department of community services to locate a collection box.

C. Application for a permit.

- (1) Any person desiring to secure a permit shall make an application to the department of community services.
- (2) A permit shall be obtained for each collection box(es) proposed. A separate fee shall be paid for each collection box.
- (3) The application for a permit shall be upon a form provided by the department and shall:
 - (a) Be signed by an individual who is an officer, director, member or manager of an entity applicant. The applicant shall furnish the following information:
 - i. Name, address and email of all partners or limited partners of a partnership applicant, all members of an LLC applicant, all officers and directors of a non-publicly traded corporation applicant, all stockholders owning more than five percent of the stock of a non-publicly traded corporate applicant, and any other person who is financially interested directly in the ownership or operation of the business, including all aliases.
 - ii. Date of birth of individuals and date of establishment of an entity or the birthdate of an individual applicant.
 - iii. Whether the applicant has previously received a permit for a collection box in the city or operates a collection box or similar type receptacle without a permit in the city.
 - iv. The name, address, email and telephone number of a contact person for all matters relating to a collection box located in the city.
 - (b) Include the physical address of the real property where the collection box is proposed to be located.
 - (c) Include a scaled drawing sufficient to illustrate the proposed location of the collection box on the real property, the dimensions of the proposed collection box and that the location complies with the requirements of subsection 4.(a)(6) of this Ordinance.
 - (d) Include on a form provided by the director an affidavit from the property owner providing written permission to place the collection box(es) on the property, as well as an acknowledgment from the property owner of receipt of a copy of this article, if the applicant is not the owner of the real property where the collection box is to be placed. For purposes of this subsection, the affidavit and acknowledgment may be executed by an individual who is an officer, director, member or manager of an entity owning the property.
 - (e) Include a nonrefundable fee in an amount established by resolution of city council.
- (4) Within ten days of receiving an application for a permit, the director shall notify the applicant whether the permit is granted or denied. If the director denies an application, the director shall state in writing the specific reasons for denial.
- (5) No person to whom a permit has been issued shall transfer, assign or convey such permit to another person or legal entity.
- (6) A person shall be issued a permit by the director if the requirements of this article are satisfied.
- (7) Upon approval, the City shall provide a permittee with 1 permit sticker for each approved permit. The sticker shall display the local unit's seal, a permit number, and an expiration date. The size of the sticker shall be 4 inches by 4 inches. The color of the sticker shall be the same color that the department of state uses for motor vehicle registration decals for that year. The permittee shall place the sticker in a conspicuous place on the front panel of the textile recycling bin. On request of the

permittee, the local unit shall provide a replacement sticker for a fee of \$10.00 if the original sticker is damaged or lost.

D. Requirements for a permit.

- (1) A permittee shall operate and maintain, or cause to be operated and maintained, all collection boxes located in the city for which the permittee has been granted a permit as follows:
- (a) Collection boxes shall be metal and be maintained in good condition and appearance with no structural damage, holes or visible rust and shall be free of graffiti.
 - (b) Collection boxes shall be locked or otherwise secured in such a manner that the contents cannot be accessed by anyone other than those responsible for the retrieval of the contents.
 - (c) Collection boxes shall have in, at minimum, one-half-inch lettering visible from the front of each collection box the name, address, email, website and phone number of the operator, as well as whether the collection box is owned and operated by a for profit company or a not for profit company. The collection box shall not have information, advertising or logos other than those relating to the operator.
 - (d) Collection boxes shall be serviced and emptied as needed, but at least every 30 days.
 - (e) The permittee and property owner shall maintain, or cause to be maintained, the area immediately surrounding the collection boxes, free from any junk, debris, overflow items or other material. The property owner shall be responsible to the extent provided by law for the city's cost to abate any nuisance.
 - (f) Collection boxes shall:
 - i. Not be permitted on any land used or zoned for residential purposes;
 - ii. Not be permitted on any unimproved parcel, nor where the principal use of the land has been closed or unoccupied for more than 30 days;
 - iii. Not be less than 1,000 feet from another collection box as measured along a straight line from one box to the other. Notwithstanding this separation requirement, up to two collection boxes on a single lot of record are permitted if the two collection boxes are side by side and are no more than one foot apart and are owned by the same permittee;
 - iv. Not exceed seven feet in height, six feet in width and six feet in depth;
 - v. Not cause a visual obstruction to vehicular or pedestrian traffic;
 - vi. Not be placed closer than ten feet from: (i) a public or private sidewalk except that this provision does not apply to a private sidewalk as long as the private sidewalk maintains a five-foot clearance; (ii) a public right-of-way; (iii) a driveway; or (iv) a side or rear property line of adjacent property used for residential purposes;
 - vii. Not cause safety hazards with regard to a designated fire lane or building exit;
 - viii. Not interfere with an access drive, off-street parking lot maneuvering lane and/or required off-street parking space to an extent which would cause safety hazards and/or unnecessary inconvenience to vehicular or pedestrian traffic;
 - ix. Not encroach upon an access drive, off-street parking lot maneuvering lane and/or required off-street parking space; and
 - x. Be placed on a level, hard (asphalt or concrete) paved, dust-free surface.

E. Term of permit and renewal of permit.

- (1) The permit year shall begin on July 1 in each year and shall terminate on June 30 of the next calendar year. An annual permit issued between July 1 and June 30 of the subsequent year shall expire on June 30 of the calendar year next following issuance of the permit.
- (2) A collection box permit shall be renewed annually. The application for renewal must be filed not later than 30 days before the permit expires. The application for renewal shall be upon a form provided by the director.
- (3) The director shall either approve or deny the renewal of a permit within ten days of receipt of the complete renewal application and payment of the renewal fee. Failure of the director to act before expiration of the permit shall constitute approval of the renewal of the permit.
- (4) A permit renewal fee set by resolution of the city council shall be submitted with the application for renewal.
- (5) Prior to expiration of the permit, the permittee may voluntarily cancel the permit by notifying the director in writing of the intent to cancel the permit. The permit shall become void upon the director's receipt of a written notice to [of] intent to cancel the permit.
- (6) The director shall approve the renewal of a permit if the director finds that no circumstances existed during the term of the permit which would cause a violation to exist, and that at the time of submission of the application for renewal, or at any time during the renewal of the application for renewal, there were not circumstances inconsistent with any finding required for approval of a new permit. Any permittee whose permit has been revoked shall be denied renewal of the permit for the subsequent calendar year.
- (7) If the permit expires and is not renewed, the collection box(es) must be removed from the real property within a maximum of ten days after expiration of the permit.

E. Revocation of permit, removal of collection boxes and liability.

- (1) The director shall have the right to revoke any permit issued hereunder for a violation of this article. Any of the grounds upon which the director may refuse to issue an initial permit shall also constitute grounds for such revocation. In addition, the failure of the permittee to comply with the provisions of this article or other provisions of this Code or other law shall also constitute grounds for revocation of the permit. The director shall provide a written notification to the permittee and property owner stating the specific grounds for a revocation and a demand for correction and abatement. The notice shall allow a maximum of ten days from mailing of the notice to correct or abate the violation. Upon failure to make the correction or abatement, the permit shall be revoked by the director and, thereafter, the permittee shall not be eligible for a permit on the property for the subsequent calendar year.
- (2) Upon revocation, the collection box shall be removed from the real property within ten days and, if not so removed within the time period, the city may remove, store or dispose of the collection box at the expense of the permittee and/or real property owner. All costs associated with the removal of the collection box incurred by the city, or the city's contractor shall be the responsibility of the property owner. If such obligation is not paid within 30 days after mailing of a billing of costs to the property owner, the city may place a lien upon such real property enforceable as a tax lien in the manner prescribed by the general laws of this state against the property and collected as in the case of general property tax. If the same is not paid prior to the preparation of the next assessment roll of the city, the amount shall be assessed as a special tax against such premises on the next assessment roll and collected thereunder.
- (3) A permit for a collection box may be revoked if any governmental authority or agency determines that the collection box has violated the Michigan Consumer Protection Act and/or the Charitable Organizations and Solicitations Act.

F. Appeal to Zoning Board of Appeals.

Any person aggrieved by the decision rendered by the director in granting or denying an application for a permit under this article or in revoking a permit issued under this article may appeal the decision to the Zoning Board of Appeals. The appeal shall be made by filing a written notice of appeal not later than ten days after receiving notice of the decision of the director with the department of community development setting forth the grounds for the appeal. The Zoning Board of Appeals may grant relief if the applicant presents clear and convincing evidence that there was an error in the decision of the director.

G. Penalty and remedies.

- (1) In addition to revocation of permit pursuant to subsection 6, any person violating the provisions of this article is guilty of a civil infraction.
- (2) In addition to the penalty provided in subsection (a) of this section, any condition caused or permitted to exist in violation of the provisions of this article, or any ordinance, shall be deemed a new and separate offense for each day that such condition continues to exist.
- (3) Nothing in this article shall prevent the city from pursuing any other remedy provided by law in conjunction with or in lieu of prosecuting persons under this section for violation of this article.
- (4) The real property owner and permittee shall be jointly and severally liable for each violation and for payment of any fine and costs of abatement.
- (5) No fines shall be imposed for a violation of this article until 90 days after its effective date. All collection boxes existing at the effective date of the article shall apply for a permit as required herein within 30 days of the effective date. Any collection boxes not in compliance with this article after 90 days of the effective date shall be subject to all remedies for violation as provided herein.

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

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

Adopted and signed this _____ day of _____, 2016.

Jack Reed, MAYOR

Trisha Nelson, CITY CLERK

I, Trisha Nelson, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of an ordinance approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on July 18, 2016, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available by said Act.

Trisha Nelson, CITY CLERK



ADMINISTRATIVE REPORT
June 20, 2016 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council
FROM: Tom Tarkiewicz, City Manager
SUBJECT: Vacation of a 55' section of Cedar Street right of way

BACKGROUND: The City has received a request from Matthew Huggett and Maddie Metzger of 804 Montgomery Street to vacate the east 55' of the Cedar Street right of way between Montgomery Street and Warren Street. Several years ago, the City received a 55' piece of land west of the Cedar Street right of way from the Fair Board to increase the Cedar Street right of way from 66' to 121'. This transaction occurred since the roadway was located to the west of the actual right of way on Fair Board property. The City Charter Section 2.23, Streets and Alleys empowers the Council to vacate streets. Easements will be retained for the current utilities within the proposed vacated section.

RECOMMENDATION: It is recommended that the City Council establish a public hearing for 7:00 PM on July 18, 2016 to hear public comment on the vacation of the east 55' of the Cedar Street right of way between Montgomery Street and Warren Street.

FISCAL EFFECTS: None

ALTERNATIVES: As suggested by the Council.

Respectfully submitted,

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

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

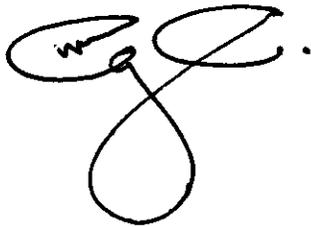
My name is Matthew Huggett. I own the property located at 804 Montgomery Street. We would very much like to begin renovations of our home, but understand our renovations cannot be completed at this time due to property line constraints.

The city of Marshall owns 66 feet of right-a-way on the west side of our property, facing Cedar street. We are respectfully requesting the city vacate the east 55 ft. of the Cedar Street right-of-way, which would allow us the opportunity to make much needed improvements to our home.

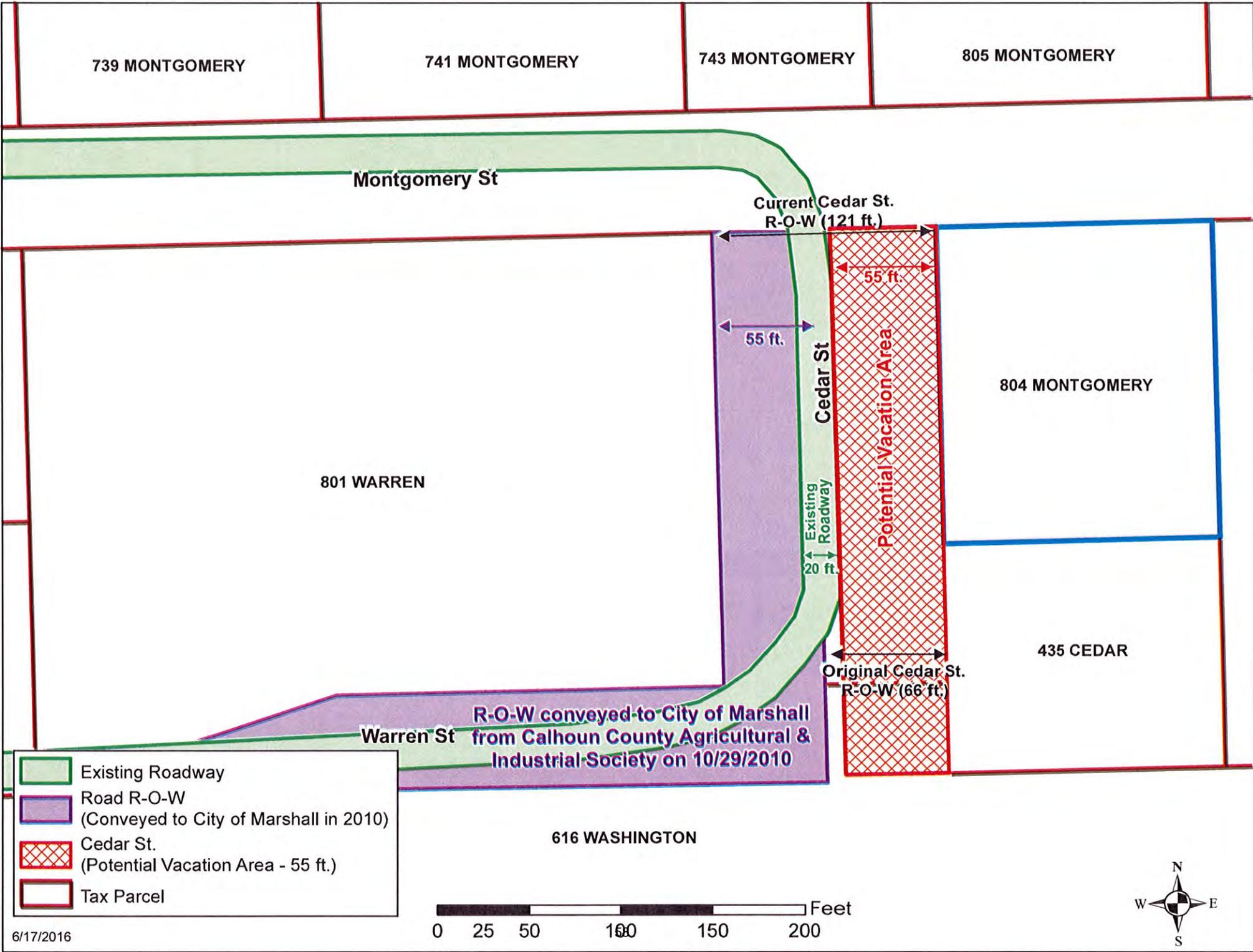
We very much appreciate your consideration, and would welcome any questions your may have.

Sincerely,

Matt Huggett
269.967.4397

 6.9.16

MADDIE METZGER 6.9.16



**CITY OF MARSHALL, MICHIGAN
RESOLUTION #2016-**

RESOLUTION TO VACATE A SECTION OF CEDAR STREET

WHEREAS, a request has been received to vacate the east 55' of the right-of-way of Cedar Street between Montgomery Street and Warren Street in the plat of the Upper Village, City of Marshall, and

WHEREAS, the City has the authority to vacate streets within the City under Article 7, Section 31 of the Michigan Constitution of 1963, and under Section 4h of Michigan's Home Rule City Act, and Section 2.23 of the City of Marshall Charter, as amended, and

WHEREAS, the City has conducted hearings on vacating the said portion of the said street, and has determined that the police and fire departments believe that the vacation will not adversely affect public safety, and

WHEREAS, Notice of the Public Hearing for vacating the east 55' of the right-of-way of Cedar Street between Montgomery Street and Warren Street was published by the City of Marshall on June 25, 2016, with a notice of the hearing mailed via first class mail to all property owners of record for any property adjoining the parcel in question; and

WHEREAS, the City has determined that the street right of way recommended for vacation is not needed by the city by Department of Public Works or Public Safety Department.

NOW THEREFORE BE IT RESOLVED, the City of Marshall hereby vacates the east 55' of the right-of-way of Cedar Street between Montgomery Street and Warren Street and more particularly described as:

The east 55' of the right-of-way of Cedar Street between Montgomery Street and Warren Street dedicated to the public and now being vacated and reverted to adjoining land owner, being described more particularly as: The Easterly 55 feet of Cedar Street, between Montgomery Street and Warren Street, plat of the City of Marshall, Upper Village, as recorded in plat of Calhoun County Register of Deeds, reserving easements for all existing utilities.

BE IT FURTHER RESOLVED, that the vacated right-of-way shall become part of the adjacent property to the East of the vacated Cedar Street; and

BE IT FURTHER RESOLVED,, that the city Clerk shall be, and hereby is, authorized for and on behalf of the city to execute and deliver any documents necessary or appropriate.

Dated: July _____, 2016

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed seal of said City of Marshall, this _____ day of July, 2016.

Trisha Nelson, City Clerk

CALL TO ORDER

IN REGULAR SESSION Monday, June 6, 2016 at 7:00 P.M. in the Council Chambers of Town Hall, 323 West Michigan Avenue, Marshall, MI, the Marshall City Council was called to order by Mayor Reed.

ROLL CALL

Roll was called:

Present: Council Members: Gerten, McNeil, Metzger, Miller, Mayor Reed, and Schurig.

Also Present: City Manager Tarkiewicz and Clerk Nelson.

Absent: Council Member Williams.

Moved Miller, supported Gerten, to excuse the absence of Council Member Williams. On a voice vote – **MOTION CARRIED.**

INVOCATION/PLEDGE OF ALLEGIANCE

Gail Monsma of First Presbyterian Church gave the invocation and Mayor Reed led the Pledge of Allegiance.

APPROVAL OF THE AGENDA

Moved Schurig, supported Miller, to approve the agenda with the removal of item 8A. Binder Park Zoo Presentation and the addition of items 9A. Event Report – Blues Fest, 9B. Event Report – Chicken BBQ, 9C. Event Report – Michigan Throttle King Qualifier, 12 E. and 13A. Local Advisory Committee Appointments. On a voice vote – **MOTION CARRIED.**

PUBLIC COMMENT ON AGENDA ITEMS

None.

CONSENT AGENDA

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

- A. Scheduled a public hearing for Monday, June 20, 2016 to hear comments regarding the proposed changes to Chapter 31: City Organizations of the Code of Ordinances;
- B. Approved an Annual Sidewalk Use License for Dark Horse Commons at 511 S. Kalamazoo Avenue;
- C. Minutes of the City Council Regular Session held on Monday, May 16, 2016;
- D. Approve city bills in the amount of \$ 893,368.16.

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

PRESENTATIONS AND RECOGNITION

None.

INFORMATIONAL ITEMS

Chief Schwartz provided event reports for Blues Fest, Annual Chicken BBQ, and the 2016 Michigan Throttle King Qualifier.

PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

None.

OLD BUSINESS

None.

REPORTS AND RECOMMENDATIONS

A. Joint Pole Use Agreement with Consumers Energy Co.:

Moved Metzger, supported McNeil, to approve entering into a Joint Pole Use Agreement with Consumers Energy and authorize the Clerk to sign the agreement and approve the upfront estimated payment of \$75,485 to Consumers Energy for the required work associated with the transferring of their distribution facilities to the new Marshall owned 138kv electric transmission line. On a voice vote – **MOTION CARRIED.**

B. Removal of Downtown Parking Meters:

Moved Gerten, supported Schurig, to approve the recommendation to remove the meters and posts for the downtown parking meters. On a voice vote – **MOTION CARRIED.**

C. Fire Union Agreement:

Moved Miller, supported McNeil, to approve the Contract with Local 1929 International Association of Firefighters. On a roll call vote – ayes: McNeil, Metzger, Miller, Mayor Reed, Schurig, and Gerten; nays: none. **MOTION CARRIED**

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

Moved Schurig, supported Gerten, to approve the proposed FY17 wages for the administrative officials, department heads and salaried personnel as presented. On a roll call vote – ayes: Schurig, Gerten, McNeil, Metzger, Miller, and Mayor Reed; nays: none. **MOTION CARRIED.**

E. Resolution to Amend Bond Resolution:

Moved Metzger, supported Schurig, to recuse Council Member McNeil from voting on the resolution to amend the resolution authorizing issuance and sale of the bonds due to a conflict of interest. On a voice vote – **MOTION CARRIED.**

Moved Schurig, supported Gerten, to approve the resolution to amend the resolution authorizing issuance and sale of 2016 General Obligation Limited Tax and Refunding Bonds. The resolution only changes the final maturity date from 2035 to 2036. On a roll call vote – ayes: Metzger, Miller, Mayor Reed, Schurig, and Gerten; nays: none. **MOTION CARRIED.**

**City of Marshall, Michigan
County of Calhoun, State of Michigan**

Resolution #2016-25

**RESOLUTION TO AMEND RESOLUTION AUTHORIZING
ISSUANCE AND SALE OF 2016 GENERAL OBLIGATION
LIMITED TAX AND REFUNDING BONDS**

NOW BE IT RESOLVED THAT:

1. The Resolution Authorizing Issuance and Sale of 2016 General Obligation Limited Tax and Refunding Bonds adopted by City Council on May 16, 2016 is hereby amended to provide that the date of the final maturity shall not be later than 2036.

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Marshall, County of Calhoun, State of Michigan, at a Regular meeting held on June 6, 2016 at 7:00 p.m., Eastern Time, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act 267.

I further certify that the following Members were present at said meeting: Gerten, McNeil, Metzger, Miller, Mayor Reed, and Schurig and that the following Members were absent: Williams.

I further certify that Member Schurig moved for adoption of said resolution and that Member Gerten supported said motion.

I further certify that the following Members voted for adoption of said resolution: Metzger, Miller, Mayor Reed, Schurig, and Gerten and that the following Members

voted against adoption of said resolution: None and that the following Members abstained from voting: McNeil.

City Clerk

APPOINTMENTS/ELECTIONS

A. City Attorney Appointment:

Moved Miller, supported Metzger, to approve the appointment of Jim Dyer as City Attorney. On a voice vote – **MOTION CARRIED.**

B. Parks and Recreation Board:

Moved Metzger, supported Schurig, to approve the reappointment of Mitch Robbins, Travis Winchell, and Mitchell Jeffery to the Parks and Recreation Board with terms expiring July 1, 2019. On a voice vote – **MOTION CARRIED.**

C. Brooks Nature Area Advisory Board:

Moved Gerten, supported McNeil, to approve the reappointment of Ben Lark and Vicki Knickerbocker to the Brooks Nature Area Advisory Board with terms expiring August 15, 2019. On a voice vote – **MOTION CARRIED.**

D. Local Advisory Committee:

Moved Metzger, supported Schurig, to approve the appointment of Isadore Casarez Jr. and Joan Nelson to the Local Advisory Committee with terms expiring February 1, 2019. On a voice vote – **MOTION CARRIED.**

PUBLIC COMMENT ON NON-AGENDA ITEMS

Bing Robinson spoke regarding his candidacy of the office of Water Resources Commissioner.

COUNCIL AND MANAGER COMMUNICATIONS

ADJOURNMENT

The meeting was adjourned at 7:50 p.m.

Jack Reed, Mayor

Trisha Nelson, City Clerk

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
1317	ALL RELIABLE SERVICES	(2016 LINE CLEARANCE- TREE TRIMMING CONTR	2016.226	4,696.44
1331	ALL RELIABLE SERVICES	(2016 LINE CLEARANCE- TREE TRIMMING CONTR	2016.226	2,204.32
1338	ALL RELIABLE SERVICES	(2016 LINE CLEARANCE- TREE TRIMMING CONTR	2016.226	3,812.80
160510414	AMBS CALL CENTER	MAY ANSWERING SERVICE		377.64
14-668060	ARROW UNIFORM	CUST #010198-01		27.47
14-668070	ARROW UNIFORM	CUST #010198-05		25.29
14-668069	ARROW UNIFORM	CUST #010198-06		31.23
14-668065	ARROW UNIFORM	CUST #010198-04		188.28
14-668064	ARROW UNIFORM	CUST #010198-02		54.25
14-668067	ARROW UNIFORM	CUST #010198-03		153.28
14-675621	ARROW UNIFORM	CUST #010198-01		27.47
14-675631	ARROW UNIFORM	CUST #010198-06		31.23
14-675632	ARROW UNIFORM	CUST #010198-05		25.29
14-675626	ARROW UNIFORM	CUST #010198-02		54.25
14-675629	ARROW UNIFORM	CUST # 010198-03		153.28
14-675627	ARROW UNIFORM	CUST #010198-04		55.42
225-393044	AUTO VALUE MARSHALL	HOOK N LOOP TAPE		7.53
225-394127	AUTO VALUE MARSHALL	RETURN OF SWITCH & PIGTAIL		(74.77)
225-394138	AUTO VALUE MARSHALL	BLOWER SWITCH, PIGTAIL & SOCKET		33.98
225-394386	AUTO VALUE MARSHALL	ALTERNATOR CREDIT		(70.00)
225-394358	AUTO VALUE MARSHALL	MALE PLUG, MAP/PRO CYLINDER		21.84
225-394441	AUTO VALUE MARSHALL	INLET TUBE, BATTERY		128.18
225-394387	AUTO VALUE MARSHALL	SUPER CLEAN DEGR		14.69
225-394129	AUTO VALUE MARSHALL	OIL FILTER, 5W30		62.70
225-394151	AUTO VALUE MARSHALL	OIL FILTER		6.12
053116	BAKER TOOL RENTAL & ST	FLOOR POLISHER		15.00
245819-IN	BEAVER RESEARCH CO	HAND CLNR		128.50
119525	BELL EQUIPMENT COMPANY	SPRAY NOZZLE, HOSE		831.56
83770	BOSHEARS FORD SALES IN	FREON-WITH DYE		144.56
3234356770	BUDGET DRAIN CLEANING	JET OUT ALL ROOF VENTS, GREASE & SCALE		425.00
109233	CHEMCO PRODUCTS INC	P-560, PC-156	2016.244	7,512.04
042316	COLLINS PROFESSIONAL	TIGRIND OUT STUMP		200.00
9959	COURTNEY & ASSOCIATES	MONTHLY RETAINER		250.00
664891005	CRYSTAL FLASH	GAS		1,277.68
664891006	CRYSTAL FLASH	DYED DIESEL FUEL		773.97
102402	CUSTOM TRUCK & EQUIPME	INTERNATIONAL 4300 REPAIRS		466.40
135365	D & D MAINTENANCE SUPP	MAY 2016 JANITORIAL SERVICES		355.00
134830	D & D MAINTENANCE SUPP	APRIL JANITORIAL AT DPW		173.33
135363	D & D MAINTENANCE SUPP	JANITORIAL SERVICE - DPW - MAY		173.33
135364	D & D MAINTENANCE SUPP	JANITORIAL SERVICES AT PUBLIC SERVICES B	2016.302	1,664.00
135398	D & D MAINTENANCE SUPP	JANITORIAL SUPPLIES		43.70
135362	D & D MAINTENANCE SUPP	JANITORIAL SERVICES MAY 2016	2016.123	4,454.67
486145	DARLING ACE HARDWARE	5LB .095IN SUPERCUT LINE		47.99
486920	DARLING ACE HARDWARE	WIRE CONN, CONN CLSEND		12.46
486921	DARLING ACE HARDWARE	POOL CHLOR TABS		129.98
486839	DARLING ACE HARDWARE	PAINT & SUPPLIES		36.98
485478	DARLING ACE HARDWARE	PC LIGHT DUTY 5.7" BLACK		8.97
5587	DH ROBERTS CONSTRUCTIO	DPW METAL ROOF REPLACEMENT AS QUOTED	2016.245	44,040.00
135729	DLZ	ENGINEERING SERVICES FOR S MARSHALL ST B	2016.180	1,584.09
INV26729	DORNBOS SIGN INC	BUS PARKING ONLY SIGN		15.95
3172865	EDWARDS INDUSTRIAL SALI	HOSE ASSY, HYD COUPLER		132.90
3173512	EDWARDS INDUSTRIAL SALI	HYD COUPLERS		101.08
603-16	ELM TRAINING LLC	PROVIDE QUARTERLY SAFETY MEETINGS		180.00
MIMA166369	FASTENAL COMPANY	CONCRETE ANCHOR BOLTS		18.80
MIMA166278	FASTENAL COMPANY	BATERIES		105.29
MIMA166155	FASTENAL COMPANY	MESH VEST		12.99
990581	FIRST ADVANTAGE	TUCKER		13.75
16-343	FIRST DUE	JACKETS, PANTS, BOOTS, SHIELDS		7,500.00
GT214-16	GAWNE TRUCKING INC	BIO SOLIDS HAULING	2016.008	26,112.00
5931	GORDON MARTIN BUILDER,	CITY HALL RENOVATIONS AS QUOTED ON BID 2	2016.247	32,851.00
1046	GRAHAM OUTDOOR SERVICE	2016 LAWN MOWING CONTRACT	2016.262	1,020.00
9119642271	GRAINGER	DRILLS		197.20
937543	GWIN, DARWIN	MOW BROOKS AREA & REMOVE TRASH		375.00
INV52602	HASSELBRING CLARK	COPIER CONTRACT AT PSB		161.75
100243-103515	HERITAGE CLEANERS	MAY CLEANING		234.45
MARCH 2016	HERITAGE CLEANERS	MARCH WAS PAID TWICE IN ERROR		(334.80)
75612	HERMANS MARSHALL HARDW	SPRAY PAINT, BRASS SNAPS		16.77
76102	HERMANS MARSHALL HARDW	DRYWALL SCREWS		3.99
75597	HERMANS MARSHALL HARDW	TAPE		8.49
75561	HERMANS MARSHALL HARDW	BLEACH, SPRAY, BUCKET		18.46
75576	HERMANS MARSHALL HARDW	SOLDERING KIT, CAN BUTANE		38.98
75562	HERMANS MARSHALL HARDW	CHAIN		24.90
75521	HERMANS MARSHALL HARDW	KEYS		7.47
75549	HERMANS MARSHALL HARDW	MOP, WAX APPLICATOR		18.78
75572	HERMANS MARSHALL HARDW	BRUSHES, YELLOW PAINT		16.96
75770	HERMANS MARSHALL HARDW	DUCT TAPE		35.97
76487	HERMANS MARSHALL HARDW	BATTERIES, SAWZALL BLADES, BRUSHES, DRIL		45.02
75537	HERMANS MARSHALL HARDW	SINK STOPPER, BEADED CHAIN		8.18
75516	HERMANS MARSHALL HARDW	VARNISH, SANDING BLOCKS, BRUSHES, ANGLE,		94.97

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
75517	HERMANS MARSHALL HARDW	POISON IVY, ROUNDUP		48.48
75520	HERMANS MARSHALL HARDW	PLAY SAND		11.98
75515	HERMANS MARSHALL HARDW	WASP SPRAY		9.98
39087-IN	HYDROCORP	CROSS CONNECTION CONTROL PROGRAM		395.00
053116	ISAAC & SONS	APTS 416 & 408, AND HALLWAY		195.00
061016	ISAAC & SONS	APT # 227		85.00
102694	J & K PLUMBING SUPPLY	THREAD SEAL COMPOUND		6.95
102670	J & K PLUMBING SUPPLY	REPAIR CLAMP SS		13.33
102466	J & K PLUMBING SUPPLY	SUPPLIES		28.43
A93515	JACK DOHENY SUPPLIES	BULLDOG ANTI BLAST NOZZLE FOR VACTOR TRU 2016.314		4,841.57
PC001280934:01	JACKSON TRUCK SERVICE	VALVE FOOT E6		46.96
053116	JIMMY'S JOHNS	FARMERS MARKET SERVICES		50.00
606045	KAR LABORATORIES INC	MERCURY ANALYSIS		260.00
606044	KAR LABORATORIES INC	CYANIDE ANALYSIS		100.00
29722	LAKELAND ASPHALT CORPO	BITUMINOUS AGGREGATES		221.52
29769	LAKELAND ASPHALT CORPO	BITUMINOUS AGGREGATES		158.08
109595	LARRY'S FLOOR COVERING	FLOOR POLISH, STRIPPER, SEALER		137.93
1039024	LEGG LUMBER	LUAN PLYWOOD		16.99
1039012	LEGG LUMBER	WOOD STAKES, 2X4X8 PREMIUM		72.24
1039401	LEGG LUMBER	3/4 FLAT SCR MOULD		8.00
305177	MARTIN, BRITTNEY	APT #413 AT MH		320.00
16-047	MASA	SOFTBALL TEAM REGISTRATION		1,440.00
S3966380.001	MEDLER ELECTRIC COMPAN	ELECTRICAL TAPE		435.85
A21262	MIRATECH GROUP, LLC	PRESSURE TRANSDUCER		1,371.19
555935	NYE UNIFORM COMPANY	POLO SHIRT		71.68
73904	O'LEARY WATER CONDITIO	SALT DELIVERED		126.00
3333	OERTHERS	BALANCE OF PLANTERS FOR DOWNTOWN	2016.266	7,800.00
658903	OFFICE 360	OFFICE SUPPLIES		147.16
661340	OFFICE 360	ENVELOPES, LABELS		25.48
113191	PAAM	ELDER JUSTICE & AT-RISK ADULT SEMINAR		25.00
113189	PAAM	ELDER JUSTICE & AT-RISK ADULT SEMINAR		25.00
1629	PALM TEES	LIL SLOGGERS AND VOLLEYBALL CHAMP T-SHIR		760.00
1625	PALM TEES	BASEBALL & SOFTBALL T-SHIRTS		1,266.00
1627	PALM TEES	T-BALL T-SHIRTS		510.00
2016050431	PEOPLEFACTS LLC	SECURITY MONITORING		46.67
56034601	POWER LINE SUPPLY	600 AMP POLE TOP SWITCH - HUBBELL -	2016.281	7,073.72
56037890	POWER LINE SUPPLY	SMALL BOLTED DEADEND		6.19
56032088	POWER LINE SUPPLY	#2 AL QUAD		1,457.82
56037889	POWER LINE SUPPLY	CLAMP WEDGE		178.82
56034604	POWER LINE SUPPLY	POWER GRIP		212.05
56034603	POWER LINE SUPPLY	SMALL BOLTED DEADEND		148.55
56034602	POWER LINE SUPPLY	CLEVIS		63.71
56034599	POWER LINE SUPPLY	CLUSTER MOUNT		342.93
56034598	POWER LINE SUPPLY	CONNECTOR WR159		18.98
56034597	POWER LINE SUPPLY	WR379 CONNECTOR		16.64
56034563	POWER LINE SUPPLY	INSULATOR GUY STRAIN		255.30
56036073	POWER LINE SUPPLY	CUTTER DIE		48.00
56036071	POWER LINE SUPPLY	9KV ARRESTERS		1,280.88
56036072	POWER LINE SUPPLY	3 WIRE RACK		196.88
56036070	POWER LINE SUPPLY	SHORT STRAIN		124.89
11003	RADIO COMMUNICATIONS	FIBERGLASS CROSS-ARM		836.59
10981	RADIO COMMUNICATIONS	REMOUNT COBAN CAMERA HEAD IN UNIT M2		67.50
10987	RADIO COMMUNICATIONS	REMOVE EDGE CPU SENT TO COBAN DEPOT		125.00
638002-00	RESCO	1/4 WAVE ROD		12.00
643405-00	RESCO	STREET LIGHT POLES FOR NORTH DRIVE WEST. 2016.258		3,160.00
643766-00	RESCO	138KV LINE MATERIAL FOR BREWER SUBSTATIO 2016.313		2,200.72
643745-00	RESCO	138KV LINE MATERIAL FOR BREWER SUBSTATIO 2016.313		18,720.00
129643	RIVERSIDE INTEGRATED S	138KV LINE MATERIAL FOR BREWER SUBSTATIO 2016.313		3,720.00
70277922	SAFETY-KLEEN	REPAIR OF FIRE ALARM AT PSB		517.24
1961-9	SHERWIN-WILLIAMS	PARTS WASHER SOLVENT		194.92
9410787238	SHRED-IT USA LLC	AGED WHITE PAINT		120.65
9410590694	SHRED-IT USA LLC	MRLEC SERVICES		65.16
8670	SIGNWORLD CONCEPTS	MRLEC SERVICES		65.16
21063-0616	SPARTAN STORES	SIGN FOR GATE		70.00
66926	SPORTSARAMA	CUST #021063		44.42
19054	STANDARD PRINTING & OF	SOFTBALLS	2016.315	908.04
19053	STANDARD PRINTING & OF	METER INSTALLATION FORMS		48.50
19147	STANDARD PRINTING & OF	BUSINESS CARDS - THERESA SEARS		88.40
8039406411	STAPLES ADVANTAGE	UTILITY BILLS	2016.322	2,178.16
8039311864	STAPLES ADVANTAGE	CAT6 CABLE		19.69
8039513824	STAPLES ADVANTAGE	STAPLER, HP LASERJET, TONER		519.97
052716	STAPLES ADVANTAGE	CLOROX WIPES & TAPE GUNS		66.91
S009538653.001	STEPHEN T DEAN	REPAIR CARVER PARK FOUNTAIN	2016.319	2,640.00
052616	STUART C IRBY CO	TOOL & TRUCK CLEANERS		1,372.29
530348353	TED'S APPLIANCE, LLC	GE STOVE RECEIPT		13.17
103276	UTILITIES INSTRUMENTAT	PREVENTATIVE MAINT OF #3,5,6 AND HYDRO # 2016.321		4,943.00
	WOODS POOLS INC	SUPPLIES		84.56
				221,138.60



MICHIGAN SOUTH CENTRAL POWER AGENCY

720 HERRING ROAD • LITCHFIELD, MICHIGAN 49252
 PHONE (517) 542-2346 • FAX (517) 542-3049
 www.mscca.net

ORIGINAL INVOICE

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

Invoice Date: 16-Jun-16
 Due Date: 30-Jun-16
 Service From: 01-May-16
 To: 31-May-16

Peak Demand 19,440 kw
 Total Energy Received 9,214,232 kWh
 Hydro Generation 109,897 kWh
 Net Billing kWh's 9,104,335 kWh

Area	Entitlement %	Operating and Maintenance Costs	Debt Service Costs and Capacity Credits	Total
SUBSTATION LOAD COST		234,021.32		234,021.32
MARKET RESOURCE VALUE		(244,787.57)		(244,787.57)
PROJECT 1-ENDICOTT	24.0%	331,003.11	-	331,003.11
PROJECT IV	0.0%	-	-	-
PRAIRIE STATE	16.7%	58,781.89	33,589.94	92,371.83
MENOMINEE HYDRO	24.0%	33,441.76	-	33,441.76
OCONTO FALLS HYDRO	24.0%	16,571.52	-	16,571.52
AFEC	16.5%	97,212.30	(42,287.49)	54,924.81
AMP HYDRO 1	20.9%	(18,732.84)	83,748.48	65,015.64
AMP HYDRO 2 GREENUP	18.4%	7,322.03	(1,043.99)	6,278.04
AMP HYDRO 2 MELDAHL	18.4%	(4,911.02)	16,645.48	11,734.46
AMP CONTRACTS	0.0%	-	-	-
AMPGS	0.0%	-	-	-
TRANSMISSION	2.2%	305.73	-	305.73
MISO	8.6%	15,631.00	-	15,631.00
SUBSTATION	34.4%	-	-	-
ADMINISTRATION	18.1%	19,523.70	-	19,523.70
MEMBER	100.0%	2,011.17	-	2,011.17
MEMBER HYDRO	38.6%	-	-	-
CAPACITY		-	-	-
RATE STABILIZATION		-	-	-
TOTAL COST	\$	547,394.10	90,652.41	638,046.51
	\$/kWh	0.06012	0.00996	0.07008
CREDITS	\$	(2,011.17)	-	(2,011.17)
	\$/kWh	(0.00022)	0.00000	(0.00022)
NET COST	\$	545,382.93	90,652.41	636,035.34
	\$/kWh	0.05990	0.00996	0.06986

Pay this amount \$ 636,035.34

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

06/03/2016 08:28 AM
User: ctanner
DB: Marshall

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 01/01/2016 - 06/03/2016
UNJOURNALIZED OPEN
BANK CODE: MAIN

Page 1/1

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
145970911-0516	A T & T	ACCT #145970911		65.00
053116	CALHOUN COUNTY TREASUR	TRAILER FEES - MAY 2016		80.00
06/01/2016	DAMON, DUSTIN	UB refund for account: 1001660005		33.17
06/01/2016	FAZEKAS, BRIAN	UB refund for account: 3102320008		48.98
053116	GRAND HOTEL	2016 MPARKS GRAND EXPERIENCE - TRIP OCTO 2016.317		10,625.00
052516	GROSS, JOHN	INSPECTOR COMMISSION		1,873.75
06/01/2016	HOLBROOK, TIMOTHY	UB refund for account: 3102720003		14.11
06/01/2016	HOUSTON, MARK	UB refund for account: 2900470024		62.37
060216	MATTHEW HUGGETT	PERMIT FEE REFUND-VACATING ROAD INSTEAD		50.00
06/01/2016	MCDONOUGH, MATTHEW	UB refund for account: 2900650028		25.58
06/01/2016	MCMILLON, JUDY	UB refund for account: 3003160028		65.33
052516	NICHOLS, JEFFREY S	INSPECTOR COMMISSION		2,283.75
06/01/2016	PERTSHIRE INVESTMENTS	UB refund for account: 702180002		34.38
060116	RUSSELL, PHYLIS	REFUND SECURITY DEPOSIT		136.00
06/01/2016	TEACHOUT, AMY	UB refund for account: 1900170003		4.78
06/01/2016	WALDON FONDS	UB refund for account: 3003480037		32.60
				15,434.80

EVENT REPORT

EVENT: 2016 Cruise at the Fountain

EVENT LOCATION: Michigan Ave between West Drive and Marshall Avenue

SPONSOR: CCAIS

EVENT DATE: Saturday, July 2, 2016

EVENT TIMEFRAME: 6:00p – 8:00p

MDOT PERMIT REQUIRED: Yes

MDOT PERMIT GRANTED: Approved

ROAD CLOSURE DETAIL: The roadway will be barricaded off on Michigan Ave. between West Drive and Marshall Ave and on Kalamazoo between Mansion Street and Green Street.

ROAD CLOSURE TIMEFRAME: 5:30p - 8:00p

EVENT CLOSURE DETAIL: The roadway will be closed so the vehicles in the parade can cruise from Exchange St. westbound to the turnaround near West Drive and back through town. This will occur twice. Then the closure will remain from Sycamore Street to High Street. The road will be closed on Eagle and Jefferson between Michigan and Mansion for the vehicles to park. The city parking lots behind Hemmingsens and Mikes Place will also be closed off. These parking lots will be used for vehicles to stage and park.

DETOUR DETAIL: Traffic will be detoured to the adjacent local streets.

EVENT DETAIL:

The event will cruise Michigan Ave between the fountain and High Street for the duration until 8pm. There will be no parking allowed on Michigan Ave between 5:30pm and 8pm. It is the event organizers request to allow the vehicles to continue cruising during the 2 hour time frame. If vehicles in the cruise want to park they must park in N. Eagle between Michigan and Mansion or Jefferson St. between Michigan and Mansion. Other vehicles will utilize the city parking lots behind Hemmingsens and Mikes Place. There will be no parking on N. Eagle and N. Jefferson beginning at 5:30pm. until 8pm. The barricades will be placed on S. Eagle and S. Jefferson just north of the alleyway.

COUNCIL NOTIFICATION DATE: June 20, 2016.

EVENT REPORT

EVENT: 9th Annual American Cancer Society/Jam for the Cure - 2016

EVENT LOCATION: Stuart's Landing – City of Marshall

SPONSOR: Theresa Chaney-Huggett (on behalf of Ken)

EVENT DATE: Saturday, August 13, 2016

EVENT TIME FRAME: Saturday, August 13, 2016 – 10:00am to 11:00 pm

MDOT PERMIT REQUIRED: No

MDOT PERMIT GRANTED: N/A

ROAD CLOSURE DETAIL: N/A

ROAD CLOSURE TIMEFRAME: N/A

EVENT CLOSURE DETAIL: N/A

DETOUR DETAIL: N/A

EVENT DETAIL:

Motorcycle Poker Run that will depart Stuarts Landing at approximately 10am. There will be family activities including opportunities for the children to appear on stage from 1-3pm, a Corn Hole tournament, a dunk tank, face painting, and much more for families. At 3pm the first full band will take the stage and music and other activities will continue until 11pm. This event has raised funds for the American Cancer Society in 2008 - \$1,500 and last year \$8,000.

The event sponsor has for a waiver of the \$35 Service Connection Fee for the park. As this is a fundraising we recommend this waiver.

COUNCIL NOTIFICATION DATE: June 20, 2016



ADMINISTRATIVE REPORT
June 20, 2016 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council Members

FROM: Justin Miller, Recreation Superintendent
Kristin Bauer, Director of Public Services
Natalie Dean, Director of Community Services/
Assistant City Manager
Tom Tarkiewicz, City Manager

SUBJECT: Public hearing to hear comments on the proposed changes to Chapter §31: City Organizations.

BACKGROUND: Within the past few months, the Recreation Department has undergone staffing changes, promoting Justin Miller to Recreation Superintendent, Jessica Baier to Program Coordinator and Caleb Chapman to Assistant Program Coordinator. Due to these changes, staff has reviewed administrative files to ensure that they maintained a true reflection of the department's operations. Noticing outdated verbiage, staff proposed changes to Chapter §31: City Organization of the City Ordinance.

Many of the changes to the ordinance have to do with replacing the phrase "Director of Parks, Recreation and Cemetery" with "Director of Public Services and Recreation Administrator" to reflect the current status of City Departments. Additionally, references to the Civic Center have been removed. The Parks, Recreation and Cemetery Board has reviewed the proposed revisions.

RECOMMENDATION: The Parks, Recreation and Cemetery Board is recommending that after hearing comments at the public hearing, that the Council adopt the proposed changes to Chapter §31: City Organizations.

FISCAL EFFECTS: None at this time.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

Justin Miller
Recreation Administrator

Kristin Bauer
Director of Public Services

Natalie Dean
Director of Community Services/
Assistant City Manager

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

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cityofmarshall.com

**CITY OF MARSHALL
ORDINANCE #-16**

AN ORDINANCE TO AMEND CITY OF MARSHALL CODE, CHAPTER 31: CITY ORGANIZATIONS. THE CITY OF MARSHALL HEREBY ORDAINS:

Section 1. That chapter and section **§31.01 Created; Function** of the Marshall City Code, is hereby amended to the following:

The Parks, Recreation and Cemetery Departments are hereby created for the city. The function of the departments is to provide opportunities for wholesome year-round recreation and other leisure time activities for all age groups and to supervise and manage the use and a maintenance of municipal parks and the city cemetery.

Section 1a. That chapter and section **§31.02 Director** is amended to be changed to **§31.02 Administration** and be amended to the following:

- A. The Director of Public Services and Recreation Administrator shall be hired by the City Manager.
- B. The Director of Public Services and Recreation Administrator shall:
 - 1. Be responsible for the overall administration, management, planning, organization, maintenance and supervision of the parks, recreation, and cemetery departments;
 - 2. Represent the parks, recreation, and cemetery departments on all department matters coming before the City Council;
 - 3. Submit annually a proposed operating budget for the ensuing fiscal year, in accordance with legal requirements, for the departments;
 - 4. Be responsible for the employment and supervision of all personnel of the departments in conformity with personnel rules and regulations and classification plan established by the city;
 - 5. Coordinate the activities of the parks, recreation, and cemetery departments with other groups to achieve the highest degree of cooperation and promotion of sound recreation goals and other applicable appropriate public functions; and
 - 6. Be responsible for the planning of all recreation, parks, and cemetery programs and see that such activities and programs are carried out in a safe and healthful manner.

Section 1b. That chapter and section **§31.03 Recreation Fund** be amended to the following:

- A. There is hereby created a recreation fund under the jurisdiction of the Treasurer, into which all funds levied, collected or derived for recreation purposes of the city shall be deposited. The funds shall not be commingled with park and cemetery funds or appropriations.

- B. Expenditures may be made from the recreation fund in accordance with the budget and appropriations approved by the City Council in accordance with legal requirements and rules established thereunder. Vouches for the payment of any claims shall be approved by the Recreation Administrator and submitted to the Treasurer for payment. The Recreation Administrator shall request such services as may be required from other city departments and the cost of the services shall be charged against the Recreation Fund.

Section 1c. That chapter and section **§31.17 Terms** be amended to the following:

The terms of office for the Parks, Recreation, and Cemetery Board shall be for three years commencing on July 1 and ending June 30.

Section 1d. That chapter and section **§31.20 Organization** be amended to the following:

- A. The members of the Parks, Recreation, and Cemetery Advisory Board shall, at their first meeting in July of each year, organize and elect one of their board members as Chairperson and one as Vice-Chairperson.
- B. A majority of the Board shall constitute a quorum for the transaction of business.
- C. The Recreation Administrator or designee shall act as the Board Secretary.

Section 1e. That chapter and section **§31.21 Duties** be amended to the following:

It shall be the duty of the Parks, Recreation and Cemetery Board to:

- A. Act in an advisory capacity to the City Council and the Director of Public Services and Recreation Administrator in all matters pertaining to public recreation, municipal parks, city cemetery, and to cooperate with all governmental agencies in the advancement of sound planning, and programming;
- B. Aid the Director of Public Services and Recreation Administrator in making plans for the conduct of recreation activities, use of municipal parks, and the city cemetery;
- C. Interpret the recreation programs to public officials and interested citizens in order to promote understanding and financial support from public and private sources;
- D. Recommend to the City Council the establishment of general policies with respect to the Parks, Recreation and Cemetery Departments;
- E. Assist the Director of Public Services and Recreation Administrator in the preparation of rules and regulations for the use of parks, recreation and cemetery facilities and participation in recreation programs, which shall be recommended to the City Council for consideration and adoption; and
- F. Advise the Director of Public Services and Recreation Administrator in the preparation of the annual operating budgets for the departments.

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

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

Adopted and signed this _____ day of _____, 2016.

Jack Reed, MAYOR

Trisha Nelson, CITY CLERK

I, Trisha Nelson, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of an ordinance approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on June 20, 2016, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available by said Act.

Trisha Nelson, CITY CLERK



ADMINISTRATIVE REPORT
June 20, 2016 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council Members

FROM: Natalie Dean, Assistant City Manager/Director
Tom Tarkiewicz, City Manager

SUBJECT: Approval of Agreement with Albion to provide Connector service

BACKGROUND: The Marshall Albion Connector (AMC) was previously funded through MDOT's New Freedom Grant and donations from both communities. At the end of June, 2016, the funding sources would have been completely depleted. Rather than allow the service to end, Albion City Council voted to approve \$45,000 payment to the City of Marshall for the purpose of funding the Connector Service.

The AMC will remain a separate account with the City but is now included in the request for federal and state funding. It is projected that federal and state funds will cover approximately 55% of the cost of the service and Albion's funds will cover the other 45%. As with assessing services, Albion requested an agreement between our communities. The agreement is being reviewed by City Attorney Jim Dyer and will be sent to you this weekend or be a handout at the meeting.

RECOMMENDATION: Staff recommends that City Council approve the agreement with Albion for the Albion Marshall Connector service.

FISCAL EFFECTS: None at this time.

CITY GOAL CLASSIFICATION:

GOAL AREA I. ECONOMIC DEVELOPMENT

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

GOAL AREA 2. QUALITY OF LIFE

Goal Statement: To achieve and sustain a concentrated effort to promote a vibrant community atmosphere in the Marshall area.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

Natalie Dean
Assistant City Manager
Director of Community Services

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

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cityofmarshall.com



ADMINISTRATIVE REPORT
June 20, 2016 – CITY COUNCIL MEETING

TO: Honorable Mayor and City Council
FROM: Jon B. Bartlett, Finance Director
Tom Tarkiewicz, City Manager
SUBJECT: FY 2016 Year-End Budget Amendments

BACKGROUND: Public Act 2 of 1968, better known as the Uniform Budgeting and Accounting Act, requires an amendment to the adopted budget when it can be determined that the budget projections will be different than originally anticipated. Each June, staff reviews the revenues and expenditures in order to develop an amended budget resolution to more closely reflect the actual operational costs and the associated revenues. All numbers in the “change column” that have a parentheses, reflect a negative direction in terms of the budget. For example, if the “change column” for revenue has a parentheses, then revenues are expected to be lower than originally budgeted.

The following is a summary of the recommended budget amendments:

General Fund

- Revenues: Property Taxes, Licenses and Permits, Intergovernmental, Charges for Services, and Fines/Forfeits were all lower than anticipated. The \$260,486 increase in revenue is primarily due to the \$400,000 Fire Truck loan.
- Expenditures: Overall, all departments were very close in meeting their budgets. The \$609,510 Non-Departmental increase is due to a \$412,000 Transfer to the Motor Pool for the new fire truck. Capital Outlay increase of \$63,000 is due to the City Hall roof replacement.

Recreation

Revenues increase due to higher participation. Expenditures were lower than expected.

Farmer’s Market

Revenues increased due to the overall success of the Market. Expenditures increased due to increase in attendance and marketing.

MVH-Major Streets

Revenues increased due to additional State Operating Assistance. Expenditure increase is due to the timing of the Jefferson/Madison Street Project.

Local Development Finance Authority

Revenue decrease due to lower property tax capture.

Downtown Development Authority

Results are in-line with original expectations

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Airport

Revenue decrease primarily due to lower fuel sales. Expenditures were lower than expected due to lower fuel costs and high inventory of fuel that will be moved to pre-paid expense at year end.

Marshall House

Revenue increase is due to the rent increase that went into effect October 1, 2015. Expenditure increase is primarily due to the elevator replacement project.

Dial-A-Ride

Results are very close to original expectations.

Data Processing

Expenditures were lower than anticipated.

Motor Pool

Revenues increased due to a transfer from General Fund for the fire truck purchase/down payment. Expenditures decreased due to much lower fuel costs and other operational savings.

RECOMMENDATION: To adopt the attached resolution to amend the FY 2016 Budget.

FISCAL EFFECTS: As detailed by the information included in this Administrative Report.

ALTERNATIVES: As suggested by Council.

Respectfully Submitted,



Jon B. Bartlett
Finance Director



Tom Tarkiewicz
City Manager

CITY OF MARSHALL, MICHIGAN
RESOLUTION #2016-XX
THE CITY OF MARSHALL
AMENDED GENERAL APPROPRIATION ACT RESOLUTION
July 1, 2015 – June 30, 2016

THE CITY OF MARSHALL RESOLVES that the revenues and expenditures for the fiscal year, commencing July 1, 2015, and ending June 30, 2016, are hereby amended on a departmental and fund total basis as follows:

<u>General Fund Revenues</u>	<u>Adopted</u>	<u>Amended Mid-Year</u>	<u>Amended June, 2016</u>	<u>Change</u>
Taxes	3,497,613	3,497,613	3,454,477	(43,136)
Licenses and Permits	96,200	96,200	62,947	(33,253)
Intergovernmental Revenues	684,000	684,000	666,663	(17,337)
Charges for Services	117,000	117,000	96,438	(20,562)
Fines and Forfeits	118,500	118,500	51,236	(67,264)
Rents	255,000	255,000	251,469	(3,531)
Interest	10,000	10,000	10,467	467
Miscellaneous	102,150	102,150	105,580	3,430
Other Financing Sources	1,136,740	1,136,740	1,578,412	441,672
Total Revenues	6,017,203	6,017,203	6,277,689	260,486
<u>General Fund Expenditures</u>				
City Council	3,676	3,676	3,281	395
City Manager	138,568	138,568	150,129	(11,561)
Assessor	164,885	164,885	153,716	11,169
Attorney	55,000	55,000	41,600	13,400
Human Resources	69,641	69,641	64,142	5,499
Clerk	54,563	54,563	47,691	6,872
Treasurer	235,621	235,621	239,928	(4,307)
City Hall	81,548	81,548	73,095	8,453
Chapel	2,400	2,400	39	2,361
Other City Property	37,700	37,700	26,751	10,949
Cemetery	188,451	188,451	201,976	(13,525)
Non-Departmental	899,300	899,300	1,508,810	(609,510)
Police	1,632,529	1,632,529	1,675,705	(43,176)
Crossing Guards	12,487	12,487	10,925	1,562
Dispatch	112,900	112,900	109,967	2,933
Fire	927,110	927,110	929,760	(2,650)
Inspection	102,386	102,386	126,702	(24,316)
Planning/Zoning	150,384	150,384	117,804	32,580
Streets	871,292	871,292	736,627	134,665
Engineering	51,983	51,983	43,951	8,032
Public Svcs. Build Operations	122,042	122,042	112,447	9,595
Community Development	0	0	0	0

	Adopted	Amended Mid-Year	Amended June, 2016	Change
Parks	101,988	101,988	98,161	3,827
Capital Improvements	164,300	164,300	227,300	(63,000)
Total Expenditures	6,180,754	6,180,754	6,700,507	(519,753)
GF Net Surplus/(Deficit)	(163,551)	(163,551)	(422,818)	

GF - Recreation				
Revenues	397,459	397,459	408,336	10,877
Expenditures	430,397	430,397	404,009	26,388
Net Surplus/(Deficit)	(32,938)	(32,938)	4,327	

GF - Farmers Market				
Revenues	14,023	14,023	26,905	12,882
Expenditures	13,101	13,101	17,878	(4,777)
Net Surplus/(Deficit)	922	922	9,027	

GF - Composting				
Revenues	27,750	27,750	14,274	(13,476)
Expenditures	60,072	60,072	40,160	19,912
Net Surplus/(Deficit)	(32,322)	(32,322)	(25,886)	

Leaf/Brush				
Revenues	74,966	74,966	77,654	2,688
Expenditures	95,532	95,532	94,996	536
Net Surplus/(Deficit)	(20,566)	(20,566)	(17,342)	

MVH-Major & Trunkline				
Revenues	448,800	448,800	547,448	98,648
Expenditures	382,941	382,941	578,801	(195,860)
Net Surplus/(Deficit)	65,859	65,859	(31,353)	

MVH-Local				
Revenues	235,160	235,160	327,000	91,840
Expenditures	307,360	307,360	307,360	0
Net Surplus/(Deficit)	(72,200)	(72,200)	19,640	

MRLEC				
Revenues	281,775	281,775	230,000	(51,775)
Expenditures	245,375	245,375	192,569	52,806
Net Surplus/(Deficit)	36,400	36,400	37,431	

Local Develop. Finance Auth.				
Revenues	440,000	440,000	420,670	(19,330)
Expenditures	865,850	865,850	872,365	(6,515)
Net Surplus/(Deficit)	(425,850)	(425,850)	(451,695)	

	<u>Adopted</u>	<u>Amended Mid-Year</u>	<u>Amended June, 2016</u>	<u>Change</u>
Downtown Develop. Auth.				
Revenues	216,540	216,540	212,063	(4,477)
Expenditures	239,624	239,624	237,323	2,301
Net Surplus/(Deficit)	(23,084)	(23,084)	(25,260)	

GF - Airport				
Revenues	186,500	186,500	152,451	(34,049)
Expenditures	186,446	186,446	141,321	45,125
Net Surplus/(Deficit)	54	54	11,130	

Marshall House				
Revenues	622,510	622,510	952,435	329,925
Expenditures	702,135	702,135	756,566	(54,431)
Net Surplus/(Deficit)	(79,625)	(79,625)	195,869	

Electric				
Revenues	14,408,000	14,408,000	14,408,000	0
Expenditures	14,407,813	14,407,813	14,407,813	0
Net Surplus/(Deficit)	187	187	187	

Dial-A-Ride				
Revenues	362,773	362,773	377,750	14,977
Expenditures	430,148	430,148	424,940	5,208
Net Surplus/(Deficit)	(67,375)	(67,375)	(47,190)	

Excludes Albion Connector (New Freedom Grant)

Wastewater				
Revenues	1,592,100	1,592,100	1,592,100	0
Expenditures	1,850,358	1,850,358	1,850,358	0
Net Surplus/(Deficit)	(258,258)	(258,258)	(258,258)	

Water				
Revenues	1,578,100	1,578,100	1,578,100	0
Expenditures	1,628,096	1,628,096	1,628,096	0
Net Surplus/(Deficit)	(49,996)	(49,996)	(49,996)	

	<u>Adopted</u>	<u>Amended Mid-Year</u>	<u>Amended June, 2016</u>	<u>Change</u>
Data Processing				
Revenues	163,720	163,720	167,408	3,688
Expenditures	154,017	154,017	139,541	14,476
Net Surplus/(Deficit)	9,703	9,703	27,867	

Motorpool				
Revenues	696,650	696,650	1,032,368	335,718
Expenditures	1,041,197	1,041,197	1,578,751	537,554
Net Surplus/(Deficit)	(344,547)	(344,547)	546,383	

RESOLVED, the use of prior year's fund balance/net position reserves is not reflected in a Fund's revenue figure above, and that the source of funding for a Fund's Net Loss/(Deficit) shall be the use of prior year's fund balance/net position reserves;

This Resolution shall take effect upon adoption.
Dated June 20, 2016

Trisha Nelson, City Clerk

I, Trisha Nelson, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on June 20, 2016 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