



**CITY COUNCIL
WORK SESSION AGENDA
Monday, October 3, 2016
6:00 PM
City Hall Training Room**

A. Work session item

DART Manager Joshua de St. Aubin will give an update on DART operations.

B. Other items

C. Future Work Sessions

October 17th

Sustainable Budget I

November 21st

Sustainable Budget II

D. Future topics

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com



MARSHALL CITY COUNCIL AGENDA

MONDAY – 7:00 P.M.

October 3, 2016

- 1) CALL TO ORDER
- 2) ROLL CALL
- 3) INVOCATION – Zack Langford, Marshall Wesleyan 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. Michigan Electric Transmission Company, LLC (METC) Interconnection Facilities Agreement (IFA) P. 4

City Council will consider the recommendation to approve the Interconnection Facilities Agreement and authorize the City Clerk to sign the agreement.

- B. City Council Minutes P. 18

Regular Session..... Monday, September 19, 2016

- C. City Bills P. 21

Regular Purchases\$ 534,123.93

Weekly Purchases – 9/16/16.....\$ 20,098.15

Weekly Purchases – 9/23/16..... \$ 7,687.22

Total.....\$ 561,909.30

8) PRESENTATIONS AND RECOGNITIONS

- A. Introduction of New Fire Lieutenant

Chief Schwartz will introduce Rob Elizondo as the new Fire Lieutenant with the Fire Department.

9) INFORMATIONAL ITEMS

- A. Event Report – 3rd Annual Halloween Hustle P. 26

10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

- A. Addition of Language to Temporary Business Ordinance P. 27

City Council will hear public comment on the addition of language to the Temporary Business Ordinance section §120.06.

11) OLD BUSINESS

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



12) REPORTS AND RECOMMENDATIONS

A. Redevelopment of 228 W. Michigan Avenue

P. 29

City Council will consider the recommendation to approve the general design concept for 228 W. Michigan Avenue and for permission to move forward with applying to the MEDC for the "Public Spaces, Community Places" grant in December 2016.

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) ADJOURNMENT

Respectfully submitted,

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

Tom Tarkiewicz
City Manager



ADMINISTRATIVE REPORT
OCTOBER 3, 2016 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and Council Members
FROM: Ed Rice, Director of Electric Utilities
Tom Tarkiewicz, City Manager
SUBJECT: Michigan Electric Transmission Company, LLC (METC)
Interconnection Facilities Agreement (IFA)

BACKGROUND: The new Brewer St. 138/12.5kv electric substation will connect to the METC 138kv electric grid via a new city owned 2.25 mile long 138kv electric transmission line. The point of interconnection is located on Old US 27 North approximately 2.0 miles north of I-94.

An Interconnection Facilities Agreement (attached) is required between the City of Marshall and METC to define facilities ownership and operations responsibilities at the point of interconnection.

The new substation is scheduled to be energized during the week of October 24, 2016.

The IFA allows the energizing of the new Brewer Substation which will provide the normal two 138kv sources into the Marshall Electric system while METC performs work on its system. The new substation also provides for long term economic benefit by increasing reliability of electric service to Marshall residences and businesses.

RECOMMENDATION: It is recommended that the City Council approve the IFA and authorize the City Clerk to sign the agreement.

FISCAL EFFECTS: There are no direct fiscal effects on city budgets.

ALTERNATIVES: Suggestions by City Council

CITY GOAL CLASSIFICATION: GOAL AREA 4. INFRASTRUCTURE

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

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Respectfully Submitted,

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

Tom Tarkiewicz
City Manager

INTERCONNECTION FACILITIES AGREEMENT
BETWEEN
MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC
AND
CITY OF MARSHALL

This INTERCONNECTION FACILITIES AGREEMENT, herein termed “Agreement” is between Michigan Electric Transmission Company, LLC, a Michigan limited liability company, 27175 Energy Way, Novi, Michigan, herein termed “Transmission Owner”, and the City of Marshall, a Michigan home rules city, 323. W. Michigan Avenue, Marshall, MI 49068, herein termed “Interconnection Customer”. Transmission Owner and Interconnection Customer are sometimes referred to individually as “Party” and collectively as “Parties” where appropriate.

WHEREAS, Transmission Owner and Interconnection Customer desire to enter into this Interconnection Facilities Agreement for the purposes, among others, (a) of describing the general facilities, and the ownership thereof, that shall be used at the interconnection site and establishing the respective ownership of facilities, obligations and rights of each of the Parties with respect to procurement, installation, operation and maintenance of such facilities and (b) describing other procedures that are necessary to maintain safety, reliability and integrity on Transmission Owner’s system as a result of installing the facilities at the interconnection site; and

WHEREAS, Transmission Owner is an Appendix I member of the Midcontinent Independent System Operator, Inc. (“MISO”) and the MISO has functional control of the transmission system of the Transmission Owner, including the approval for transmission service.

NOW, THEREFORE, in consideration of the mutual covenants and agreements below, the Parties agree as follows:

SECTION 1. CONNECTION FACILITIES

1.1 General

The Parties will provide, as specified in this Section 1, (and as shown in Exhibit A) certain 138 kV electric facilities and associated appurtenances which will be used in the connection of the new Brewer Street substation and are connected by tapping the Transmission Owner’s Foundry – Verona 138 kV electric transmission line.

1.1.1 The facilities comprising the interconnection line are all located in part of Section 1, 12, 13 and 14 of Marshall Township, Calhoun County, Michigan. Brewer Street substation will be located in Section 24 of the City of Marshall, Calhoun County, Michigan.

1.1.2 The facilities and associated appurtenances include connection, switching, control, telemetering and protective relaying equipment and any necessary

additions or reinforcements by Transmission Owner to Transmission Owner's system required in the future.

1.1.3 The 138 kV electric transmission line, substation facilities and associated appurtenances, as described in Subsections 1.2 and 1.3, are sometimes referred to as the "Connection Facilities".

1.1.4 Each Party shall bear the cost of its Connection Facilities unless otherwise specified in this Agreement.

1.1.5 In the event future changes in either (i) design or operation of Interconnection Customer's system, (ii) Federal, state or local laws, regulations or codes, or (iii) design or operation of Transmission Owner's system, later necessitate additional facilities or modifications to the then existing Connection Facilities herein, the Parties shall undertake such additions or modifications as may be necessary.

1.1.5.1 Before undertaking such future additions or modifications, the Parties shall consult, develop plans and coordinate schedules of activities.

1.1.5.2 The cost of such future additions or modifications to the Connection Facilities shall be borne by the Party requiring the additions or modifications, unless agreed otherwise at the time.

1.1.5.3 The ownership, operation and maintenance responsibilities for any such future additions or modifications shall be made consistent with the responsibilities allocated in this Agreement.

1.2 Interconnection Customer's Connection Facilities

Interconnection Customer shall own, pay for and maintain (except for those Transmission Owner's Connection Facilities stated in Subsection 1.3), facilities at the Brewer Street substation interconnection and 2.5 miles of 138 kV tap, including but not limited to the following:

1.2.1. One (1) 138/12.47 kV20/26.6/33.3/ MVA transformer w/ high side circuit switcher;

1.2.2. Protective relaying and other protective equipment acceptable to Transmission Owner to coordinate with similar facilities provided by Transmission Owner at Transmission Owner's 138 kV Foundry substation;

1.2.3. Interconnection billing metering equipment which is compliant with MISO meter specifications;

1.2.4. Communication interface equipment and an Interconnection Customer's Remote Terminal Unit which shall provide, via industry acceptable means, data to the Transmission Owner's designated power control center. The Interconnection Customer shall provide to the applicable Meter Data Management Agent (the "MDMA") and

Transmission Owner, if necessary, and to those third parties that require such data to calculate network load (i.e., presently Consumers Energy) access via industry acceptable means to the billing metering data. Such access shall be at the sole expense of the requesting third party. Third parties shall be bound by any applicable Code-of-Conduct rules. The MDMA shall be responsible for reporting such data to MISO.

1.3 Transmission Owner's Connection Facilities

Transmission Owner shall own, pay for, operate and maintain the following facilities:

1.3.1 3-way Pole top switch, 2000 A disconnects, and a switch pole at the Brewer Street tap point.

1.3.2 Protective relaying and other protective equipment for the protection of Transmission Owner's equipment at the Foundry 138 kV substation.

1.4 Transmission Owner Equipment Relocation Requested by Interconnection Customer

If at any time Interconnection Customer requires those facilities located on its premises, but provided and owned by Transmission Owner, to be relocated on such premises, Transmission Owner shall at Interconnection Customer's expense and upon Interconnection Customer's request relocate the same or give permission for Interconnection Customer to relocate the same.

1.5 Facilities Added in the Future

If and when additional facilities that are not Connection Facilities are added by Interconnection Customer or by Transmission Owner, each Party requiring the new facilities shall, at no cost to the other Party, install (or cause to be installed) facilities and/or protective relay systems that shall provide for the isolation of any electrical faults that occur on the interconnected systems of either the Interconnection Customer or Transmission Owner from having an effect on the other's interconnected system.

1.5.1 The facilities and/or protective relay systems shall be designed to fit into the electrical system configuration and shall be acceptable to the Transmission Owner.

1.5.2 Transmission Owner and Interconnection Customer agree that each shall give a 90 day advance notice to the other Party of any such additions which it may contemplate making so as to attain the best practicable coordination of future system plans and the design of any necessary facilities.

1.6 Payment by Interconnection Customer of Transmission Owner's Future Costs and Expenses

The costs of providing, installing and placing in service any new facilities at the Connection Facilities in the future shall be borne by Interconnection Customer pursuant to this Subsection 1.6 to the extent that applicable MISO or FERC policy do not provide for other cost allocation.

1.6.1 Interconnection Customer will reimburse Transmission Owner for

Transmission Owner's total costs and expenses incurred, if any, in providing new Connection Facilities.

1.6.2 All payments to Transmission Owner shall be made payable to Michigan Electric Transmission Company, LLC, and shall be sent to:

Michigan Electric Transmission Company
PO Box 673971
Detroit, MI 48267-3971

or by wire transfer to a bank designated by Transmission Owner.

1.6.3 Invoices shall be due 30 days from the date the invoice is issued. Any invoice payment not made on or before the due date shall bear interest, from the due date until the date upon which payment is made, at an annual percent rate of interest equal to the lesser of (a) the prime rate published by the Wall Street Journal on the due date, plus (2%), or (b) the highest rate permitted by law.

SECTION 2. DESIGN AND CONSTRUCTION OF THE CONNECTION FACILITIES

2.1 Authority for Construction

Except as provided in Subsection 2.1.1, Interconnection Customer shall have sole authority to manage, design, supervise, construct, procure materials for, control and take all steps which it deems necessary or appropriate for the installation of the Connection Facilities required pursuant to Subsection 1.2, "Interconnection Customer's Connection Facilities".

2.1.1 The design, specifications, installation and construction of the Connection Facilities required pursuant to Subsection 1.2 shall be in accordance with standards no less stringent than those now used by Transmission Owner for its own 138 kV installations.

2.1.2 The design and specifications of any new Connection Facilities required pursuant to Subsection 1.2 shall be subject to the inspection of and comment by Transmission Owner prior to being placed into operation. However; Transmission Owner shall have no obligation or responsibility with respect to such design, plans, specifications, installation or construction because of its inspection and comment thereon.

2.1.3 Transmission Owner shall connect to Interconnection Customer's Connection Facilities if, and only if, the specifications, design, installation and construction of Interconnection Customer's Connection Facilities are in accordance with standards no less stringent than those now used by Transmission Owner for its own 138 kV facilities.

2.1.4 Transmission Owner shall have sole authority to manage, design, supervise, construct, procure materials for, control and shall take all steps which it deems necessary or appropriate for the installation and connection of its Connection Facilities required

pursuant to Subsection 1.3, “Transmission Owner’s Connection Facilities”.

SECTION 3. OPERATION AND MAINTENANCE

3.1 Operation and Maintenance by Transmission Owner

Transmission Owner (a) shall have sole authority and responsibility to operate and maintain Transmission Owner owned Connection Facilities required pursuant to Subsection 1.3 in accordance with “Good Utility Practice”, and (b) may perform emergency maintenance, or make system modifications, when necessary, on the Transmission Owner owned Connection Facilities; provided, however, that Transmission Owner shall, when reasonably possible: (i) provide to Interconnection Customer advance notice of such work; and, (ii) make reasonable efforts to coordinate the scheduling of such work with Interconnection Customer. Good Utility Practice means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, including compliance with FERC-approved Reliability Standards of the North American Electric Reliability Corporation, or its successor organization, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather intended to include acceptable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act Section 215(a)(4).

3.2 Operation and Maintenance by Interconnection Customer

Interconnection Customer shall have sole authority and responsibility to operate and maintain the Interconnection Customer owned Connection Facilities required pursuant to Subsection 1.2 in accordance with Good Utility Practice. Should the Interconnection Customer fail to maintain its equipment according to Good Utility Practice, the Transmission Owner shall notify the Interconnection Customer of such and shall have sole authority to either disconnect the Interconnection Customer’s facilities until such time maintenance work is completed or to perform the necessary maintenance work at the Interconnection Customer’s expense. The Interconnection Customer shall operate and maintain the meter(s) and provide services associated with the metering, including preventive maintenance services.

3.3 Insurance

3.3.1 Each Party shall acquire and maintain property insurance on its Connection Facilities.

3.3.2 Commercial general liability insurance as such insurances relate to the Connection Facilities and to the site upon which the Connection Facilities are to be located shall be maintained by each Party. Such insurance policy shall name the other

Party as an additional insured. Upon request of a Party, the other Party shall deliver a certificate of insurance as it relates to this Agreement.

3.4 Taxes

Any applicable taxes or assessments levied or incurred as a result of a Party's Connection Facilities or business activities, shall be the responsibility of that Party. Each Party shall indemnify and hold harmless the other Party on account of any such taxes and assessments. Taxes include, but are not limited to, applicable real and personal property taxes.

3.5 Environmental Safety

Each Party agrees to construct, maintain and operate its Connection Facilities so as not to create or exacerbate any environmental hazard or risk. If a Party creates an environmental hazard at the site, that Party agrees to promptly and at its sole expense remediate the hazard and be responsible for all due care activities.

SECTION 4. CONNECTION POINT, POINT OF CHANGE in FACILITY OWNERSHIP, and POINT of DELIVERY

The Connection Point and the Point of Change in facility ownership between the Parties shall be the point at Transmission Owner's 138 kV isolation disconnect switch # 3297 on Transmission Owner's pole. The Point of Delivery shall be at the Connection Point. Bills for transmission service to the Interconnection Customer shall be adjusted to account for all losses from the point of metering to the Point of Delivery, as applicable.

SECTION 5. SERVICE CONDITIONS

5.1 Reactive Control

Control of reactive power will be per North American Electric Reliability Corporation ("NERC") registered Balancing Authority specifications and procedures. The administration and control of kilovar flow shall be in accordance with "Good Utility Practice". This new interconnection for Brewer Street substation shall be considered a part of the Marshall Interconnection Points as defined in that certain Coordinated Operating Agreement between Consumers Energy and The Michigan South Central Power Agency dated November 6th, 1981, (the "COA") and as this interconnection for Brewer Street substation will be subjected to COA.

5.2 Continuity of Service

Each Party shall exercise reasonable care to maintain continuity of service as provided under this Agreement. If continuity of service becomes interrupted for any reason, the cause of the interruption shall be removed and normal operating conditions restored as soon as practicable. Neither Party shall be responsible to the other Party for any damage or loss of revenue or other liability, damage or expense of any kind whatsoever, caused by or resulting from or in connection with any interruption. Settlement of strikes and

labor disturbances shall be wholly within the discretion of the Party having the difficulty.

5.3 Transmission Service

Transmission Owner makes no representations to Interconnection Customer regarding the availability of transmission service, and Interconnection Customer agrees that the availability of transmission service may not be inferred or implied from Transmission Owner's execution of this Agreement. Interconnection Customer must request such service in accordance with the provisions of the MISO Tariff. Interconnection Customer must maintain transmission service for the duration of the Agreement, and must demonstrate its compliance with this requirement, if requested by Transmission Owner.

5.4 Access Rights

Upon reasonable notice, each Party (a) shall furnish *at no cost* to the other Party any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the furnishing Party that are necessary to enable the other Party to obtain ingress and egress to construct, reconstruct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Connection Facilities; (ii) operate and maintain the Connection Facilities; and (iii) disconnect or remove the other Party's facilities and equipment upon termination of this Agreement, and (b) shall grant to the other Party any necessary easements in a form that is acceptable to the other Party.

5.5 NERC Responsibilities

Transmission Owner, as the NERC registered Transmission Operator, has the authority, as described in NERC's Reliability Standards, to issue Operating Instructions to Interconnection Customer to ensure the reliability of the Bulk Electric System. These Operating Instructions may include, but are not limited to: a) changes in a generator's real or reactive output; and b) the shedding of firm load.

SECTION 6. INDEMNITY; LIMITATION ON LIABILITY; FORCE MAJEURE

6.1 Indemnity

To the fullest extent permitted by law, each Party shall at all times assume all liability for, and shall indemnify and save the other Party and its officers, directors, employees, affiliate companies, and agents harmless from, any and all damages, losses, claims, demands, suits, recoveries, costs, legal fees, and expenses for injury to or death of any person or persons whomsoever occurring on its own system, or for any loss, destruction of or damage to any property of third persons, firms, corporations or other entities occurring on its own system, arising out of or resulting from, either directly or indirectly, its own facilities, or arising out of or resulting from, either directly or indirectly, any electric energy furnished to it after such energy has been delivered to it by such other Party, unless caused by the sole negligence or intentional wrongdoing of the other Party, its officers, directors, employees, agents, or invitees.

6.2 Limitation on Liability.

NEITHER PARTY SHALL IN ANY EVENT BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, LOST PROFITS, REVENUE OR GOODWILL, INTEREST, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION OF EQUIPMENT OR MACHINERY, INCREASED EXPENSE OF OPERATION OF EQUIPMENT OR MACHINERY, COST OF PURCHASED OR REPLACEMENT POWER OR SERVICES OR CLAIMS BY CUSTOMERS, WHETHER SUCH LOSS IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 Force Majeure

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY ACT, OMISSION OR CIRCUMSTANCE OCCASIONED BY OR IN CONSEQUENCE OF ANY ACT OF GOD, LABOR DISTURBANCE, ACT OF THE PUBLIC ENEMY, WAR, INSURRECTION, RIOT, FIRE, STORM OR FLOOD, EXPLOSION, BREAKAGE OR ACCIDENT TO MACHINERY OR EQUIPMENT, CURTAILMENT, ORDER, REGULATION OR RESTRICTION IMPOSED BY GOVERNMENTAL, MILITARY OR LAWFULLY ESTABLISHED CIVILIAN AUTHORITIES OR BY THE MAKING OF NECESSARY REPAIRS UPON THE PROPERTY OR EQUIPMENT OF EITHER PARTY, OR BY ANY OTHER CAUSE OR CAUSES BEYOND EITHER PARTY'S REASONABLE CONTROL. NEITHER PARTY SHALL BE REQUIRED TO SETTLE ANY STRIKE OR OTHER LABOR PROBLEM IN A MANNER NOT COMPLETELY SATISFACTORY TO IT.

SECTION 7. SUCCESSORS AND ASSIGNS

7.1 Binding Effect

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties.

7.2 Assignment

Neither Party shall assign, transfer or otherwise alienate its interest in this Agreement in whole or in part without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any attempted assignment without securing the consent of the other Party shall be null and void, and of no force and effect.

SECTION 8. NOTICE TO PARTIES

Unless otherwise provided in this Agreement, any notice, consent or other communication required to be made under this Agreement shall be in writing and shall be mailed by first class US mail, postage prepaid or delivered to the address set forth below or such other address as the receiving Party may designate in writing.

Michigan Electric Transmission Company, LLC
27175 Energy Way
Novi, MI 48377
Attention: V.P. & General Counsel – Utility Operations

City of Marshall
323 W. Michigan Avenue
Marshall, MI 49068
Attention: Director of Electric Utilities

All notices shall be effective when received.

For questions and concerns of Emergency Operations contact the Transmission Owner Operations Control Room per the Transmission Owner - Interconnection Customer Operating Procedure titled "EEI-046".

SECTION 9. GOVERNING LAW

This Agreement shall be deemed to be a Michigan contract and shall be construed in accordance with and governed by the laws of Michigan, exclusive of its conflict of laws principles.

SECTION 10. EFFECTIVE DATE. TERM AND TERMINATION

This Agreement shall become effective when accepted or ordered by the FERC. This Agreement shall remain in full force and effect until terminated, which may occur at any time by mutual agreement of the Parties or upon not less than 24 months written notice given by either of the Parties.

SECTION 11. RETIREMENT

At such time as the Interconnection is no longer required, the retirement of the facilities comprising the Interconnection shall be the responsibility of the Party owning such facilities at such Party's expense. The retirement and removal of facilities shall be done as expeditiously as possible.

SECTION 12. CONFIDENTIAL INFORMATION

12.1 "Confidential Information" includes, but is not limited to, technical information, information about product plans and strategies, promotions, customers and related technical, Critical Energy Infrastructure Information ("CEII"), financial or business information which the disclosing Party (the "Disclosing Party") considers to be the Confidential Information of the Disclosing Party or its third party agents, contractors, licensors or suppliers. Confidential Information shall be (a) written information received from the Disclosing Party which is marked or identified as Confidential Information; or (b) oral or visual (or other non-tangible format) information identified as Confidential Information at the time of disclosure which is summarized in writing to the receiving Party (the "Receiving Party") promptly after such disclosure; or (c) information which a reasonable person under the circumstances would know the Disclosing Party intended to be treated as Confidential Information.

12.2 Protection of Confidential Information.

The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care). The Receiving Party: (a) shall not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (b) except as otherwise authorized by the Disclosing Party in writing, shall limit access to Confidential Information or CEII of the Disclosing Party to those of its, and its affiliates', employees, consultants, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections of the Disclosing Party's Confidential Information or CEII. The Parties will be responsible for the actions of its affiliates and their respective employees, consultants, contractors and agents in violation of the confidentiality provision herein.

12.3 Exceptions.

The confidentiality obligations will not extend to information that: (a) was already known by or available to the Receiving Party without obligation of confidentiality prior to disclosure under this Agreement; (b) is or becomes publicly known without breach by the Receiving Party; (c) is rightfully received by the Receiving Party from a third party without a duty of confidentiality; (d) is independently developed or learned by the Receiving Party without use of the Disclosing Party's Confidential Information; (e) is disclosed by the Receiving Party with the Disclosing Party's prior written approval, or (f) is required to be disclosed pursuant to a lawful order of a governmental authority, so long as the Party required to disclose the information provides the Party owning such Confidential Information with timely prior notice of such requirement and provided that such information will remain confidential for all other purposes under this Agreement.

12.4 Remedies Regarding Confidentiality.

The Parties agree that monetary damages by themselves will be inadequate to compensate a Party for the other Party's breach of its obligations under this Section 12. Each Party according agrees that the other Party is entitled to adequate relief, by way of injunction or otherwise, if the Party breaches or threatens to breach its obligation under the confidentiality provisions herein.

SECTION 13. ENTIRE AGREEMENT, THIRD PARTIES AND AMENDMENTS

This Agreement supersedes all previous representations, understandings, negotiations and agreements either written or oral between the Parties or their representatives and constitutes the entire agreement of the Parties about the Interconnection. This Agreement is intended for the benefit of the Parties only and does not grant any rights to any third parties unless otherwise specifically stated. No amendments or changes to this Agreement shall be binding unless made in writing and duly executed by both Parties.

SECTION 14. NO JOINT VENTURE OR PARTNERSHIP

This Agreement does not and is not intended to create a joint venture or partnership between the Parties. The rights and obligations of the Parties are entirely contained within this Agreement.

SECTION 15. NO THIRD PARTY BENEFICIARIES

This Agreement confers no rights or remedies on any third party.

SECTION 16. DISPUTE RESOLUTION

The Parties agree to use the dispute resolution procedures of the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff, as they may be amended from time to time, for all disputes, modified as necessary to be applicable to disputes not involving MISO.

SECTION 17. ELECTRONIC TRANSACTIONS

The Parties agree to conduct this transaction by electronic means. This Agreement may be executed by providing an electronic signature under the terms of the Uniform Electronic Transactions Act. This Agreement may not be denied legal effect or admissibility as evidence solely because it is in electronic form, permits the completion of the business transaction referenced herein electronically instead of in person, or has been stored electronically. As an alternative to physical delivery, any document, including any signed document or written notice may be delivered in electronic form only by the following indicated methods: Facsimile Email Internet No Electronic Delivery. Documents with original signatures shall be provided upon request of any Party.

MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC, a Michigan limited liability company

By: ITC Holdings Corp., its manager

By: _____

Name: _____

Title: _____

Date: _____

CITY OF MARSHALL, a Michigan municipal company

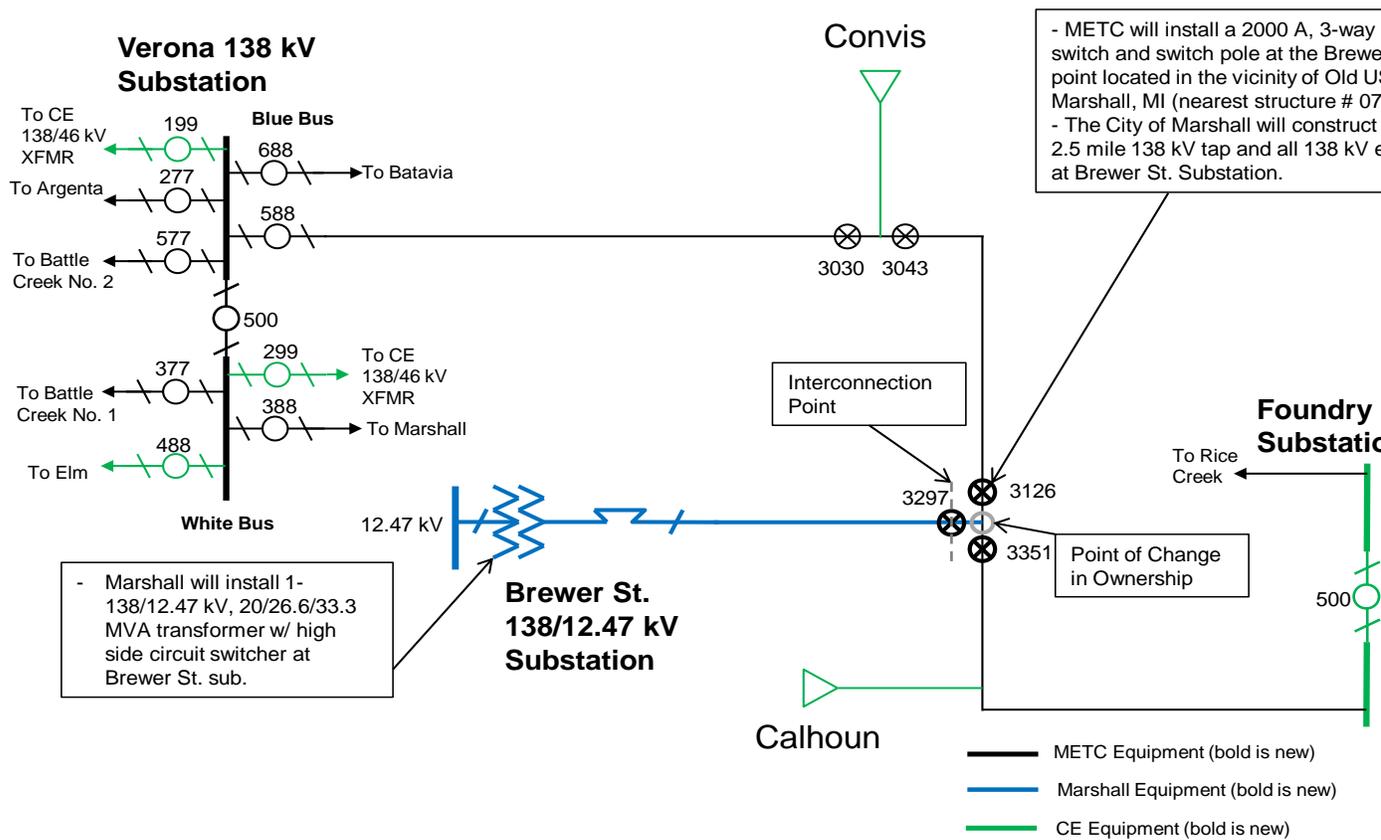
By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A



CALL TO ORDER

IN REGULAR SESSION Monday, September 19, 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: McNeil, Miller, Mayor Reed, and Schurig.

Also Present: City Manager Tarkiewicz and Clerk Nelson.

Absent: Council Members: Gerten, Metzger, and Williams.

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

INVOCATION/PLEDGE OF ALLEGIANCE

Kris Tarkiewicz of Family Bible Church gave the invocation and Mayor Reed led the Pledge of Allegiance.

APPROVAL OF THE AGENDA

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

City Manager Tarkiewicz provided an update regarding the Golden Rule Property and the auction process.

PUBLIC COMMENT ON AGENDA ITEMS

None.

CONSENT AGENDA

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

- A. Adopt the resolution approving the \$35.00 annual permit fee for Donation Collection Boxes;
- B. Scheduled a public hearing for Monday, October 3, 2016 to hear comments regarding the addition of language to the Temporary Business Ordinance;
- C. Minutes of the City Council Regular Session held on Tuesday, September 6, 2016;
- D. Approve city bills in the amount of \$ 2,885,277.97.

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

PRESENTATIONS AND RECOGNITION

None.

INFORMATIONAL ITEMS

None.

PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

None.

OLD BUSINESS

None.

REPORTS AND RECOMMENDATIONS

A. Cronin OPRA: :

Moved Miller, supported Schurig, to adopt the resolution amending the original application completion date for the Cronin Building Development project from December 31, 2016 to December 31, 2017. On a voice vote - **MOTION CARRIED.**

**CITY OF MARSHALL
RESOLUTION #2016-31**

**RESOLUTION TO APPROVE AN EXTENSION FOR THE OBSOLETE PROPERTY
REHABILITATION EXEMPTION CERTIFICATE APPLICATION
CRONIN BUILDING DEVELOPMENT LLC**

WHEREAS, the City of Marshall legally established the Obsolete Property Rehabilitation District (Cronin Building Obsolete Property Rehabilitation District #001) on April 20, 2015, after a public hearing held on April 20, 2015; and

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

WHEREAS, the application was approved at a public hearing as provided by section 4(2) of Public Act 146 of 2000 on May 16, 2016; and

WHEREAS, Cronin Building Development LLC, in the original application stated a project completion date of December 31, 2016: and

WHEREAS, Cronin Building Development LLC, has determined that due to unforeseen circumstances, completion of the project will not be completed until December 31, 2017; and

WHEREAS, Cronin Building Development LLC, respectively asks the Marshall City Council to grant an extension (and amend the application) for a project completion date of December 31, 2017.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marshall, that Cronin Building Development LLC, is granted a project completion date extension; extending the original application completion date from December 31, 2016 to the new estimated completion date of December 31, 2017 for the property located at 101 W. Michigan Ave. All other terms and provisions of Resolution 2016-22 remain in effect.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Marshall, County of Calhoun, Michigan at a regular meeting held on September 19, 2016.

Trisha Nelson
Clerk, City of Marshall

B. Engineering Services:

Moved McNeil, supported Schurig, to approve awarding the dam engineering services contract to the low bidder – Stantec Consulting Services in the amount of \$54,000 and have the City Clerk sign the contract. On a roll call vote – ayes: Schurig, McNeil, Miller, and Mayor Reed; nays: none. **MOTION CARRIED.**

APPOINTMENTS/ELECTIONS

None.

PUBLIC COMMENT ON NON-AGENDA ITEMS

Richard Lindsey thanked the attendees for the Tour of Tables and provided an update on various MAEDA activities and the upcoming candidate forum.

COUNCIL AND MANAGER COMMUNICATIONS

ADJOURNMENT

The meeting was adjourned at 7:40 p.m.

Jack Reed, Mayor

Trisha Nelson, City Clerk

User: ctanner
DB: MarshallEXP CHECK RUN DATES 10/01/2016 - 10/31/2016
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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
9938597078	AIRGAS USA LLC	CYLINDER RENTAL		104.60
SLS 10050854	ALEXANDER CHEMICAL CO	CHLORINE, HYDROFLUOSILICIC ACID	2017.009	1,727.00
1513	ALL RELIABLE SERVICES	2016 LINE CLEARANCE- TREE TRIMMING CONT	2017.089	4,021.20
86854	ALL-TRONICS INC	ADD MAILBOX, SPEED DIAL, CHANGE NAME, P		75.00
86869	ALL-TRONICS INC	SEMI-ANNUAL MONITORING		120.00
86853	ALL-TRONICS INC	ELEVATOR PHN SERVICE CALL		172.00
14-787332	ARROW UNIFORM	CUST #010198-03		153.28
14-787329	ARROW UNIFORM	CUST #010198-02		54.25
14-779945	ARROW UNIFORM	CUST #010198-06		31.23
14-779943	ARROW UNIFORM	CUST #010198-03		153.28
14-779939	ARROW UNIFORM	CUST #010198-02		54.25
14-779941	ARROW UNIFORM	CUST #010198-04		55.42
14-779935	ARROW UNIFORM	CUST #010198-01		27.47
14-779946	ARROW UNIFORM	CUST #010198-05		30.02
14-787335	ARROW UNIFORM	CUST #010198-05		30.02
14-787334	ARROW UNIFORM	CUST #010198-06		31.23
14-787325	ARROW UNIFORM	CUST #010198-01		27.47
14-787331	ARROW UNIFORM	CUST #010198-04		55.42
225-400077	AUTO VALUE MARSHALL	MODULE ASM PARK, INTERMED BRAKE CAB		134.27
225-399771	AUTO VALUE MARSHALL	ROLOC DISC, ABRASIVE CUTOFF		23.44
225-400141	AUTO VALUE MARSHALL	CARB CLEAN, AIR TOOL COND.		52.37
225-400520	AUTO VALUE MARSHALL	TUBE MALE ADAPTER		1.70
225-399860	AUTO VALUE MARSHALL	WARREN AW46, SUPER FUNNEL		67.77
225-400189	AUTO VALUE MARSHALL	MINI FILTER		35.59
225-399905	AUTO VALUE MARSHALL	OIL FILTER, WARREN AW46		64.92
225-399906	AUTO VALUE MARSHALL	LIGHTER SOCKET		8.58
225-400501	AUTO VALUE MARSHALL	UNION TEE, TUBE ADPT, POLY ARM, UNION		29.53
225-399621	AUTO VALUE MARSHALL	OIL FILTER		5.76
225-400460	AUTO VALUE MARSHALL	OIL FILTER, OIL, BRAKE FLUID		79.97
225-400423	AUTO VALUE MARSHALL	TERRAIN FRON		127.99
225-359841 ?	AUTO VALUE MARSHALL	BATTERY		134.99
091416	BAKER TOOL RENTAL & S	LAWN EDGER		30.00
072816	BATTLE CREEK CITY OF	FLASH FLOOD AT FULL BLAST		638.00
250985-1N	BEAVER RESEARCH CO	DEGREASER, BULK SOAP DISP		164.75
172778	BERGER CHEVROLET	2017 CHEVROLET EQUINOX AWD LS - MIDEAL	2017.045	21,046.25
BLU-7637	BLU FISH CONSULTING,	PROFESSIONAL SERVICES- CONSULTING FOR P	2017.043	12,628.96
631633	BOSHEARS FORD SALES I	SOCKET AS		373.68
85242	BOSHEARS FORD SALES I	2014 FORD EXPLORER		390.08
85253	BOSHEARS FORD SALES I	2016 FORD EXPLORER		1,857.22
82264111	BOUND TREE MEDICAL LL	IRRIGATION SOLUTION		9.81
98253307	BSN SPORTS	FIELD STRIPING PAINT		155.99
2439	BUILDERS' HANDLE AND	CUT KEY		29.50
2440	BUILDERS' HANDLE AND	PANIC DEVICE RPR @ CITY HALL		149.48
2436	BUILDERS' HANDLE AND	SERVE CALL & PARTS		310.23
911GOVAGNCY2016000	CALHOUN COUNTY CONS D	CCFDA CONTRACTUAL OBLIGATION FOR DISPAT	2017.101	26,842.92
98112	CARR BROTHERS & SONS	CLASS II SAND SCREENINGS		254.86
3308	CB HALL ELECTRIC COMP	REMOVE CONDUIT TO BREAKROOM A/C		130.00
16-0173294	CITY OF ALBION	INTERNET		127.49
112056	CLEARZONING	PLANNING SERVICES		298.00
57347	COGITATE INC	MMS STATE TRUNKLINE SUPPORT		155.00
51510254	CRYSTAL FLASH MARSHAL	PREM NL E10		756.62
51509969	CRYSTAL FLASH MARSHAL	DYED DIESEL		1,442.60
136954	D & D MAINTENANCE SUP	JANITORIAL SUPPLIES AT MRLEC		342.70
137037	D & D MAINTENANCE SUP	AUGUST JANITORIAL SERVICES - MRLEC	2017.106	4,454.67
137036	D & D MAINTENANCE SUP	JANITORIAL SERVICE @ DPW - AUGUST		173.33
87885	DADOW POWER EQUIPMENT	CAP SCREW, LOCK NUT		12.30
492463	DARLING ACE HARDWARE	BATTERY LITHIUM 3V		6.99
492710	DARLING ACE HARDWARE	DRYWALL SCREWS		4.49
493317	DARLING ACE HARDWARE	NUTS, BOLTS, FASTENERS		29.00
492866	DARLING ACE HARDWARE	TUBE VINYL		36.75
492726	DARLING ACE HARDWARE	TAPACON, DRILL BIT		7.45
493251	DARLING ACE HARDWARE	PIPE INSULATION, PN MACH SC SS, RSTP SP		34.35
492868	DARLING ACE HARDWARE	NUTS, BOLTS, FASTENERS,		28.11
492869	DARLING ACE HARDWARE	PN MACH SC SS		(4.65)
492870	DARLING ACE HARDWARE	NUTS, BOLTS, FASTENERS		20.00
492875	DARLING ACE HARDWARE	NUTS, BOLTS, FASTENERS		2.45
082916	DEFOREST BROTHERS CON	SIDEWALK - W PROSPECT & MULBERRY		394.50
090216	DEFOREST BROTHERS CON	SIDEWALKS - OLD 27 & W PROSPECT		1,143.00
16-1031	DIXON ENGINEERING, IN	500K PAINT WARKANTY INSPECTION	2017.076	1,800.00
135989	DLZ	ENGINEERING SERVICES FOR S MARSHALL ST	2016.180	14,680.60
38984	DOUGLASS SAFETY SYSTE	PUMP TESTING OF TRUCKS		605.00
33887	DURO-LAST ROOFING, IN	LOCATED AND REPAIR 5 HOLES IN MEMBRANE		150.00
P-123966	EASTERN AVIATION FUEL	DECALS		38.28
909-16	ELM TRAINING LLC	QRTRLY SAFETY MEETINGS		180.00
14547	EMERGENCY VEHICLE SER	EQUIPMENT REPAIR		1,139.57
91353	ERIC DALE HEATING & A	DIAGNOSTIC ANALYSIS @ MSCPA		594.00
MIBAT234930	FASTENAL COMPANY	JANITORIAL SUPPLIES		195.95
MIBAT234984	FASTENAL COMPANY	TRUBOLT 21		286.48
16-3185-AAB	FIRE STATION OUTFITTE	1 PINE WARDROBE CABINET FOR FIRE STATIO	2017.042	574.00

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
1006396	FIRST ADVANTAGE	THORNDYKE, GROSS		27.50
82916035	FOI LABORATORIES; FUE	FUEL OIL SAMPLE KITS AND BOTTLES. FUEL	2017.071	1,000.00
8904	FUG	FARMERS MARKET LOGO LONG SLEEVE TSHIRTS	2017.103	2,400.00
8623	FUG	T-SHIRTS		596.00
11-23172	GARAGE DOORS UNLIMITE	SERVICE CALL AT KETCHUM PARK		65.00
21418	GRANT'S WOODSHOP INC	1 X 2 X 24 STAKES		88.00
20160514	GRP ENGINEERING INC	CONTRUCTION MANAGEMENT SERVICES FOR BRE	2017.073	13,838.11
20160512	GRP ENGINEERING INC	SERVICES RENDERED 08/01/16 THRU 09/04/1		678.75
6691	GUTTERS R US LLC	2016 LAWN MOWING AT INDUSTRIAL PARK- PE	2016.280	440.00
6865	GUTTERS R US LLC	MOWING AT MRLEC		360.40
937547	GWIN, DARWIN	MOWED BROOKS NATURE AREA & REMOVE TRASH		300.00
100243-0916	HERITAGE CLEANERS	ACCOUNT #100243		325.10
75644	HERMANS MARSHALL HARD	BREAKER FOR BLUES FEST		28.49
79960	HERMANS MARSHALL HARD	TOILET REPAIR KIT, PKG POP RIVETS		34.48
79968	HERMANS MARSHALL HARD	WALL BOARD, KNIFE		8.58
79979	HERMANS MARSHALL HARD	DRYWALL SPONGE		5.29
79990	HERMANS MARSHALL HARD	PAINT, PRIMER, ROLLER COVERS		34.26
75982	HERMANS MARSHALL HARD	SPIDER KILLER, BRACKETS, INSPECTION MIR		24.91
79886	HERMANS MARSHALL HARD	GREASE GUN		25.49
79867	HERMANS MARSHALL HARD	PIPE INSULATION		8.95
79952	HERMANS MARSHALL HARD	DOOR STOPS		15.98
79961	HERMANS MARSHALL HARD	FLEXSEAL		10.99
15132	HUNTER PRELL COMPANY	INSPECTION ON BUILDING		325.00
104075	J & K PLUMBING SUPPLY	SUPPLIES		356.33
104079	J & K PLUMBING SUPPLY	SUPPLIES, RETURNED ITEM		(0.18)
104077	J & K PLUMBING SUPPLY	SUPPLIES		18.62
104059	J & K PLUMBING SUPPLY	TOILET		643.09
104155	J & K PLUMBING SUPPLY	GALV PIPE, NIPPLE, ANGLE SILLCOCK		28.02
104136	J & K PLUMBING SUPPLY	SUPPLIES		2.41
467238B,815692,834	J.C. EHRlich CO., INC	CDT INSP, COMM CONTRACT-MONTHLY		346.00
083116	JIMMY'S JOHNS	COMPOST CENTER		117.50
073116-FM	JIMMY'S JOHNS	JULY FARMERS' MARKET SERVICES		95.00
083116-FM	JIMMY'S JOHNS	AUGUST FARMERS' MARKET SERVICES		307.50
123	JOHN B SULLIVAN	FIBER TO PREMISES PROJECT		742.50
121	JOHN B SULLIVAN	CIVIL BILLING - MARCH THRU JUNE 2016		4,684.50
122	JOHN D BRUNDAGE & JOH	JUNE THRU JULY 2016		5,478.00
1067786	JOHNSON, ROSATI, SCHU	SERVICES RENDERED THRU 08/31/16		2,145.00
611488	KAR LABORATORIES INC	CYANIDE ANALYSIS		50.00
8302	KELLOGG'S REPAIR	STARTER		302.40
S105144047.001	KENDALL ELECTRIC INCO	RIVERWALK STARTER		76.70
15-0767.01	KENT POWER INC	CONSTRUCTION OF THE BREWER ST SUBSTATIO	2016.312	190,877.36
30299	LAKEland ASPHALT CORP	BITUMINOUS AGGREGATES		111.28
200026.30-2160804	LAWSON-FISHER ASSOCIA	2016 WATER QUALITY MONITORING - REQUIRE	2017.050	3,339.94
201574.00-2160837	LAWSON-FISHER ASSOCIA	GENERAL DAM SAFETY CONSULTING		362.36
1040872	LEGG LUMBER	SPF 2 X 4 & 2 X 6		18.77
1040864	LEGG LUMBER	3" EXT SCR STAR DR 5#, 2X4X8 PREM		45.51
1040691	LEGG LUMBER	MAPLE CABINETS FOR LINEMEN BREAKROOM	2017.091	2,502.00
1040463	LEGG LUMBER	FURRING STRIP		22.32
18879	LEWEY'S SHOE REPAIR	ED COSTINE - BOOT ALLOWANCE		199.95
14213	LONGSTREET LIVING	CARPET REPLACEMENT FOR UNIT 319	2017.108	1,687.35
7-090916	M.C. SMITH ASSOCIATES	ELEVATOR MODERNIZATION	2016.200	750.00
32673	MAIL MANAGEMENT INC	INK CARTRIDGE		228.30
21705	MARSHALL TIRE CITY	R AND R TIRES	2017.096	2,119.11
21862	MARSHALL TIRE CITY	4 TIRES - 2000 DODGE INTREPID		303.92
21943	MARSHALL TIRE CITY	MOWER TIRE		30.99
7626	MARSHALL WELDING & FA	MODIFIED COMPUTER STAND FOR VEHICLE		35.00
S4019651.001	MEDLER ELECTRIC COMPA	RETURN MARKING PAINT		(130.42)
S4018442.001	MEDLER ELECTRIC COMPA	2" LONG SWEEP ELBOW		32.06
200001587	MICHIGAN ASSOCIATION	ACCREDITATION MANAGER TRAINING		25.00
131610	MODERN DINOSAUR FARM	FROZEN DUCK		30.00
17817137	MSC INDUSTRIAL SUPPLY	REFLECTIVE NUMBERS FOR TRANSFORMERS		79.22
496	MUNFAKH & ASSOCIATES,	REVIEW RFP FOR DAM REHAB	2017.099	2,988.00
453315	NAPA OF MARSHALL	GOJO CREME, TOWELS		5.55
309691	NATIONAL CENTER FOR H	RENEWAL		95.00
570286	NYE UNIFORM COMPANY	VELCRO BELT, BELT KEEPERS		36.50
564494	NYE UNIFORM COMPANY	BADGE, COLOR SEAL		107.11
564496	NYE UNIFORM COMPANY	RAINCOAT		89.50
75570	O'LEARY WATER CONDITI	WATER DELIVERED		67.50
713077	OFFICE 360	PAPER		131.60
713068	OFFICE 360	ENVELOPES		19.96
717163	OFFICE 360	PAPER		32.90
716769	OFFICE 360	TONER		119.99
162189-E	PK CONTRACTING INC	2016 CITY WIDE PAVEMENT MARKINGS	2017.098	44,510.37
56070079	POWER LINE SUPPLY	JUMPER SLEEVES		74.35
56070027	POWER LINE SUPPLY	OVERNIGHT DELIVERY OF PARTS		912.13
56069756	POWER LINE SUPPLY	TESTING OF RUBBER GOODS		500.50
56068220	POWER LINE SUPPLY	1/0 COPPER UNDERGROUND WIRE- OKONITE	2017.059	21,931.89
56069824	POWER LINE SUPPLY	ONE POINT CLEVIS 22		120.59
56058357	POWER LINE SUPPLY	LARGE WEDGE DEADEND		224.80

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
56072023	POWER LINE SUPPLY	FLOOD SEALS		649.49
56071832	POWER LINE SUPPLY	2 AMP FUSE LINK		96.66
282671	PRINTLINK	TRI-FOLD PRINTS		513.00
282442	PRINTLINK	#9 ENVELOPES, TAX BILLS, #10 WINDOW ENV	2017.061	2,731.50
11209	RADIO COMMUNICATIONS	RPLCD DISPLAY AND CONTACTS		231.28
343624	ROE-COMM., INC	UNIFICATION VOICE PAGER		449.35
7152401066	SCHINDLER ELEVATOR CO	SERVICE CALL FOR ELEVATOR		613.83
757662	SD MYERS	OIL TESTING AT POWERHOUSE ON 8/23/16	2017.104	1,817.00
2016-61B	SECOND CHANCE LIFE SU	AED'S FOR POLICE DEPT- PER QUOTE #20	2017.100	3,298.00
16-0906	SERVICEMASTER OF KALA	STRUCTURE CLEANING/MITIGATION - # 102		485.00
8761	SIGNWORLD CONCEPTS	M4 - RT FRNT DOOR & QRTER PANEL		175.00
69726	SME	CONSTRUCTION TESTING - NORTH & MONROE S	2017.097	758.50
281759	SOLOMON CORPORATION	112.5 & 25 KVA TRANSFORMERS - SINGLE PH	2017.028	4,695.00
281757	SOLOMON CORPORATION	112.5 & 25 KVA TRANSFORMERS - SINGLE PH	2017.028	3,250.00
281758	SOLOMON CORPORATION	15 KVA & 50 KVA POLE MOUNT TRANSFORMERS	2017.040	17,070.00
8040946412	STAPLES ADVANTAGE	TONER		877.72
804104387	STAPLES ADVANTAGE	TONER - BLACK & MAGENTA		116.68
91084291-2017	STATE OF MICHIGAN	ABV GRND STORAGE TANKS ANNUAL CERTIFICA		246.00
82818	T & T TOOLS, INC	INSULATED PROBES, PROBE SLIDE ADAPTORS		281.00
3276	THATCHER AUTO ELECTRI	STARTER		110.00
083116	THOMPSON CONSTRUCTION	2016 LOCAL STREET PAVING - TURQUOISE &	2017.017	66,318.50
22108	THOMPSON TECH SUPPLY	SUPPLIES		81.44
80186	TROUP ELECTRONICS INC	FORD ESCAPE		198.00
51389301	TRUGREEN	LAWN CARE AT CITY HALL		155.00
5006142	UNDERGROUND PIPE & VA	BLADE		145.00
20407	UNITED PETROLEUM EQUI	COLLECTED DATA FOR NEW TANK MONITOR QUO		220.00
530349081	UTILITIES INSTRUMENTA	EMERGENCY SERVICE CALL TO PEARL ST SUBS	2017.090	5,098.27
530349116	UTILITIES INSTRUMENTA	(3) PANELBOARDS WITH CIRCUIT BRAKERS -	2016.336	4,499.00
12952	WATKINS ROSS	POST EMPLOYMENT BENEFITS PLAN	2017.102	4,900.00
42511	WEST MICHIGAN LAWN SE	SPRINKLER REPAIRS		960.00
GRAND TOTAL:				534,123.93

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
269781444709-16	A T & T	269 789-9011 599 1		108.34
269781981509-16	A T & T	269 781-4447 749 4		249.75
269781907009-16	A T & T	269 781-9815 267 0		3,304.17
609050	ALTISOURCE SOLUTIONS	REFUND SEC DEP FOR 741 GORHAM ST, MARSH		69.58
092316	AMBLER, AARON	CASH ADVANCE FOR TRAVEL EXPENSE		50.00
287238047810X09111	AT&T MOBILITY	ACCT #287238047810		65.00
449	BARRY, MARCIA	REFUND FOR ADULT SOFTBALL, COED SUMMER		68.52
091216	BROWN, RICHARD	ENERGY OPTIMIZATIO - LED BULBS		48.00
16-1374	CALHOUN COUNTY TREASUR	53-003-845-00 JULY BOARD OF REVIEW HOME		19.99
091216	CARVER, ROY	ENERGY OPTIMIZATION - LED BULBS FOR CRA		4.01
2550319269	CHEMICAL BANK SOUTH	HSA ACCT# 2550319269 SWOPE, KURT		120.00
2551768795	CHEMICAL BANK SOUTH	HSA ACCT# 2551768795 FARMER, DANIEL		195.00
2551768878	CHEMICAL BANK SOUTH	HSA ACCT# 2551768878 BRADFORD, FREDDIE		195.00
2551768316	CHEMICAL BANK SOUTH	HSA ACCT# 2551768316 STEELE, JEREMIAH		97.50
2551769702	CHEMICAL BANK SOUTH	HSA ACCT# 2551769702 CHAPMAN, CALEB		390.00
081516	CITY OF MARSHALL	REC FUND RAISER FOR MARSHALL HOUSE		292.50
09/12/2016	COMPAU, SCOTT & FRANCO	UB refund for account: 3108060005		900.00
091616	CORELOGIC REAL ESTATE	P/N 13-53-008-912-00 REFUND DUPLICATE P		36.47
7018274-0916	EARTHLINK BUSINESS	ACCT #0007018274		3,836.82
09/12/2016	FAST, VERNON & GLENNA	UB refund for account: 2101840003		851.73
09/12/2016	FAST, VERNON & GLENNA	UB refund for account: 2101841002		145.80
090616	FREDS, MATT	SCHOOL LUNCH		13.70
091616	FRENTZ, VAUGHN	P/N 13-53-316-007-00 REFUND DUPLICATE P		14.23
09/12/2016	GREEN, MICHAEL	UB refund for account: 1200580015		111.30
090816	HACKWORTH, MICHAEL	CDL DRIVER LICENSE RENEWAL		127.03
09/12/2016	HAWKER, NORMAN	UB refund for account: 2708460008		47.98
09/12/2016	HUGHES, CHARLOTTE	UB refund for account: 2705020007		16.35
09/12/2016	KIDDER, BRYAN	UB refund for account: 1001840001		4.56
09/12/2016	LAWLER, ROBIN	ENERGY OPTIMIZATION LED BULBS		19.26
9784-0916	MARSHALL COMMUNITY CU	9784 - BARTLETT		10.00
2016109	MAXIMUM AMMUNITION LL	PARKAS, PANTS, SHIRTS, BELT		135.23
S4017767.002	MEDLER ELECTRIC COMPA	WASP KILLER		579.00
S4017767.001	MEDLER ELECTRIC COMPA	WAS KILLER		82.72
S 7560.002	MEDLER ELECTRIC COMPA	PVC RIGID CONDUIT		81.72
7560.001	MEDLER ELECTRIC COMPA	UNDERGROUND PVC, ENCLOSURES		721.00
444	MICHAEL DIANA	REFUND FOR ADULT SOFTBALL, MENS SUMMER		616.58
790004405582930709	NEOFUNDS BY NEOPOST	ACCT #7900 0440 5582 9307		48.00
09/12/2016	SERENO, CECILIA	UB refund for account: 700770025		3,000.00
09/12/16	SOULES, MARY	ENERGY OPTIMIZATION - FURNACE & A/C		86.79
091216	STREETER, KEN	ENERGY OPTIMIZATION - FURNACE & A/C		465.00
090616	SUNDBERG, KIP	SCHOOL LUNCH		300.00
448	TAYLOR, JEN	REFUND FOR ADULT SOFTBALL, COED SUMMER		14.23
9771304428	VERIZON WIRELESS	ACCT #987146080-00001		48.00
445	WALTERS, MATTHEW	REFUND FOR ADULT SOFTBALL, MENS SUMMER		913.46
09/12/2016	WEHNER, CLAYTON	UB refund for account: 2900480026		48.00
10040764-0916	WOW! INTERNET-CABLE-P	ACCT #010040764		78.75
447	WRIGHT, BRADLEY	REFUND FOR ADULT SOFTBALL, COED SUMMER		1,359.83
446	YOST, LAURA	REFUND FOR ADULT SOFTBALL, COED SUMMER		48.00
090616	ZEBOLSKY, JOEL	SCHOOL LUNCH		48.00
				11.25
				20,098.15

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APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 09/23/2016 - 09/23/2016
 UNJOURNALIZED
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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
Z1406436QI	AMERICAN MESSAGING	ACCT #Z1-406436		9.58
16-1547	CALHOUN COUNTY TREASURY	INCORRECT REVERSE UNCAPPING		54.02
7018274-0916	EARTHLINK BUSINESS	ACCT #0007018274		799.83
091916	ELIZONDO, ROBERT	NOZZLES FORWARD ENGINE ACADEMY		140.00
091916	LA TRANSPORT	REFUND BALANCE OF HYDRANT DEPOSIT LESS W		34.00
092316	LAKE MICHIGAN CREDIT	UIP/N 53-001-956-01 REFUND DUPLICATE PAYME		1,705.94
092016	LAROSE, PAUL	CDL 3		18.00
092016-2	LAROSE, PAUL	CDL TEST 2		80.00
092016-1	LAROSE, PAUL	CDL TEST 1		30.00
09/15/16	LESSNAU, CATHERINE	ENERGY OPTIMIZATION - REFRIGERATOR		25.00
N6126378	MAILFINANCE INC	POSTAGE MACHINE SERVICE 07/12/16 TO 10/1		650.19
4868-0916	MARSHALL COMMUNITY CU	4868 - RICE		97.87
4562-0916	MARSHALL COMMUNITY CU	4562 - DEAN		62.02
9156-0916	MARSHALL COMMUNITY CU	9156 - MILLER		799.86
6996-0916	MARSHALL COMMUNITY CU	6996 - BAUER		816.89
7617-0916	MARSHALL COMMUNITY CU	7617 - RAMEY		44.68
7681-0916	MARSHALL COMMUNITY CU	7681 - TARKIEWICZ		429.82
091616	MCKENZIE, CYNTHIA	LUNCH REIMBURSEMENT FOR CYNTHIA & ELIZAB		13.95
091516	SHEPHERD, JAMES	ENERGY OPTIMIZATION - FURNACE		165.00
8948000000160908	TELNET WORLDWIDE	ACCT # CORP-008948		1,598.65
091516	THOMPSON, ROBERT	ENERGY OPTIMIZATION - FURNACE & A/C TUNE		50.00
091616	TOM TARKIEWICZ	COMMUNITY BREAKFAST, WHAT'S BREWING, & L		26.25
09/20/2016	WELLS FARGO HOME MORTGUB	refund for account: 2402040003		35.67
GRAND TOTAL:				7,687.22

EVENT REPORT

EVENT: 3rd Annual Halloween Hustle

EVENT LOCATION: Arms Street behind Southern Michigan Bank & Trust

SPONSOR: Marshall United Way

EVENT DATE: Sunday, October 23, 2016

EVENT TIMEFRAME: 11:30am Registration / Race Starts 1:00pm

MDOT PERMIT REQUIRED: No

MDOT PERMIT GRANTED: NA

ROAD CLOSURE DETAIL: Limited road closures. Arms Street between SMB&T and N. Fountain Street to be closed from 11:30am – 4:00pm.

ROAD CLOSURE TIMEFRAME: 11:30am – 4:00pm

EVENT CLOSURE DETAIL: Closure will be used for participant registration, starting and finishing.

DETOUR DETAIL: No posted detours. Runners will be escorted by Marshall Police and Fire. Major intersections will be monitored and have traffic control to assist runners.

EVENT DETAIL:

10K: Runners go west on Arms St. to West. They go north on West to F Drive. East on F Drive into Walters Drive subdivision. They come out onto Kalamazoo south onto Mansion St. They continue on the 5K route from there.

5K: Runners run east on Arms Street to Fountain Street. Go north of Fountain to Verona Rd. Go east on Verona onto Mansion St. Continue east on Mansion to S. Gordon St. Turn north on Gordon St. to Prospect St. Turn West on Prospect to Verona Rd. Continue west on Verona to Fountain St. Turn south onto Fountain to Arms St. Finish line is at SMB&T.

1K: Runners will go on Arms St. to Sherman Drive. They will go north onto Deerfield St. and then loop back onto Sherman Drive to Arms St and back to the start/finish line.

PARKING PROHIBITION: No parking on Arms St.

COUNCIL NOTIFICATION DATE: October 03, 2016



ADMINISTRATIVE REPORT
OCTOBER 3, 2016 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council Members

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

SUBJECT: Public Hearing for Additional Language to Temporary
Business Ordinance

BACKGROUND: With the passage of the Zoning Ordinance on September 6, 2016, Mobile Food Vending is now regulated in section 4.51. In order to avoid confusion with the Temporary Business ordinance, staff is recommending that additional language be added to the "Exemptions" section in §120.06. The suggestion is that line item (B) "*Mobile food vending shall follow the requirements in 4.51 of the Zoning Ordinance*" be added to the Temporary Business ordinance. This will direct customers to the appropriate regulations and permit system.

RECOMMENDATION: Staff recommends that after the public hearing concerning the addition of language to the Temporary Business Ordinance, council approve the changes.

FISCAL EFFECTS: There will be no fiscal changes associated with this action.

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

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

**CITY OF MARSHALL
ORDINANCE #-16**

AN ORDINANCE TO AMEND CITY OF MARSHALL CODE, CHAPTER AND SECTION 120.06 TO INCLUDE SUBSECTION (B). THE CITY OF MARSHALL ORDAINS:

Section 1. That chapter and section **§120.06, Temporary Business: Exemptions** of the Marshall City Code, is hereby amended to **Add new subsection (B)** as:

“Mobile food vending shall follow the requirements in 4.51 of the Zoning Ordinance.”

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

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

Adopted and signed this _____ day of _____, 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 October 3, 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
OCTOBER 3, 2016 - CITY COUNCIL MEETING**

REPORT TO: Honorable Mayor and City Council Members

FROM: Elizabeth Renaud, Public Services Building Receptionist
Natalie Dean, Assistant City Manager/Director
Tom Tarkiewicz, City Manager

SUBJECT: Redevelopment of 228 W. Michigan Ave

BACKGROUND: On August 1, 2016, Staff hosted a charrette at the former Roma's location on the corner of Grand St. and W. Michigan Ave to accept design ideas for a new downtown park. Over one hundred members of our community showed up to either submit a design or vote for one of their favorites. A committee was formed to finalize the design of the park based off of the community's votes. Staff will be applying for the "Public Spaces, Community Places" crowdfunding grant through MEDC, MSHDA, & Patronicity early 2017 in order to fund the park.

On September 22, 2016, staff presented the design concept and grant process to the DDA/LDFA. The presentation was also given to the Parks, Recreation, & Cemetery Board on September 27, 2016. The presentation and plan were well received by both boards.

MOTION by Fhaner, supported by Eshuis, to recommend to City Council that the general design concept for the redevelopment of 228 W. Michigan Ave. be approved.

Currently, the park budget is being developed and quotes are being formalized for construction. Over the next few months, a 3D rendering of the park will be sought, RFQ's will be sent to local artists, and a project website will be developed on the Patronicity website. There is an estimated cost of \$1,500 to complete the 3D rendering of the park.

RECOMMENDATION: At this time, staff is asking Council to approve the general design concept for 228 W. Michigan Avenue and for permission to move forward with applying to the MEDC for the "Public Spaces, Community Places" grant in December 2016.

FISCAL EFFECTS: There is \$1,500 available in the Special Project fund for the 3D rendering.

CITY GOAL CLASSIFICATION:

GOAL AREA II. QUALITY OF LIFE

Goal Statement: Achieve and sustain a concentrated effort to promote a vibrant community atmosphere in the Marshall Area.

323 W. Michigan Ave.

Marshall, MI 49068

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ALTERNATIVES: As suggested by Council.

Respectfully submitted,



Elizabeth Renaud
Public Services Building Receptionist



Natalie Dean
Assistant City Manager/Director



Tom Tarkiewicz
City Manager