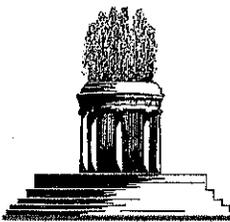


# MARSHALL CITY COUNCIL AGENDA

MONDAY – 5:00 p.m.

SEPTEMBER 20, 2010



## HISTORIC MARSHALL

MAYOR: Bruce Smith

### COUNCIL MEMBERS:

Ward 1 – James Dyer  
Ward 2 – Nick Metzger  
Ward 3 – Brent Williams  
Ward 4 – Ryan Traver  
Ward 5 – Jody Mankerian  
At-Large – Kathy Miller

- 1) CALL TO ORDER
- 2) ROLL CALL
- 3) INVOCATION – Mike Donahue, Four Winds Christian Fellowship
- 4) PLEDGE OF ALLEGIANCE
- 5) APPROVAL OF AGENDA – Items can be added or deleted from the Agenda by Council action.
- 6) PRESENTATIONS AND RECOGNITIONS
- 7) INFORMATIONAL ITEMS
- 8) 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.
- 9) PUBLIC HEARINGS AND SUBSEQUENT COUNCIL ACTION
  - A. Public Hearing - Mor-Dall Enterprises IFT Application

City Council will hear public comment regarding the application for an Industrial Facilities Tax Exemption Certificate for Mor-Dall Enterprises (Dark Horse Brewery).
  - B. Public Hearing – Vacate a Portion of Warren Street

City Council will hear public comment regarding the vacation of a portion of Warren Street.
- 10) OLD BUSINESS
- 11) REPORTS AND RECOMMENDATIONS
- 12) APPOINTMENTS / ELECTIONS
- 13) CONSENT AGENDA
  - A. MDOT Agreement – Airport Apron Rehabilitation

City Council will consider the recommendation to authorize the Clerk-Treasurer to sign the agreement with the Michigan Department of Transportation for the Apron Rehabilitation project at Brooks Field.
  - B. Establish Work Session Dates

City Council will consider the recommendation to schedule work sessions for 8:30 a.m. to 11:30 a.m. on Saturday, October 16, 2010 and Saturday, December 11, 2010 at the Public Service Building Training Room.
  - C. Lions Club Annual Candy Sales

City Council will consider the request by the Marshall Lions Club to hold their annual candy sales in the City on September 24 and 25, 2010.
  - D. City Council Minutes

Work Session..... Tuesday, September 7, 2010  
Regular Session..... Tuesday, September 7, 2010

MAYOR: Bruce Smith

COUNCIL MEMBERS:  
Ward 1 - James Dyer  
Ward 2 - Nick Metzger  
Ward 3 - Brent Williams  
Ward 4 - Ryan Traver  
Ward 5 - Jody Mankejian  
At-Large - Kathy Miller

**E. City Bills**

Regular Purchases.....	\$ 875,179.68
Purchased Power .....	\$ 876,725.15
Weekly Purchases - 9/3/10.....	\$ 24,480.76
Weekly Purchases - 9/10/10.....	\$ 1,418,881.44
<b>Total.....</b>	<b>\$ 3,195,267.03</b>

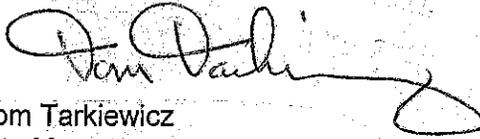
**14) PUBLIC COMMENT ON NON-AGENDA ITEMS**

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,



Tom Tarkiewicz  
City Manager

# City of Marshall



323 West Michigan Avenue • Marshall, MI 49068-1578 • Phone (269) 781-5183 • FAX (269) 781-3835

Marshall Town Hall ca. 1857

## ADMINISTRATIVE REPORT September 20, 2010- CITY COUNCIL MEETING

**TO:** Honorable Mayor and City Council

**FROM:** Tom Tarkiewicz, City Manager  
Michael Hindenach, Marshall Economic Development

**SUBJECT:** Mor-Dall Enterprises, Inc. (Dark Horse Brewing Co.)  
Application for Industrial Facilities Tax Exemption Certificate

**BACKGROUND:** The City has received an application for an Industrial Facilities Tax Exemption Certificate from Mor-Dall Enterprises, Inc. (Dark Horse Brewing Co.) Marshall Economic Development is requesting approval of the 12 year abatement. The project would include \$248,913.68 in investment and create 4 new jobs and retain an additional 15 jobs.

**RECOMMENDATION:** After hearing comments at the public hearing, it is recommended that the Council adopt the resolution to grant an Industrial Facilities Tax Exemption Certificate to Mor-Dall Enterprises.

**FISCAL EFFECTS:** Over the 12 year life of the abatement, the City will forego approximately \$6,500.00 in property taxes and provide approximately \$11,200.00 in total tax savings to Mor-Dall Enterprises.

**ALTERNATIVES:** As suggested by Council.

Respectfully submitted,

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

Tom Tarkiewicz  
City Manager

A handwritten signature in black ink, appearing to read "Michael Hindenach".

Michael Hindenach  
Manager  
Marshall Economic Development



RESOLUTION TO APPROVE APPLICATION OF  
MOR-DALL ENTERPRISES, INC.  
519 S KALAMAZOO  
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FOR PERSONAL  
PROPERTY COSTS

WHEREAS, pursuant to P.A. 198 of 1974, MCL 211.551 et seq., after a duly noticed public hearing held on August 16, 2010 the Council by Resolution established Industrial Development District No. 31 as requested; and

WHEREAS, Mor-Dall Enterprises, Inc. has filed an application for an Industrial Facilities Exemption Certificate with respect to personal property improvements and the acquisition and installation of new machinery and equipment within Industrial Development District 31; and

WHEREAS, in accordance with Act 334, P.A. 1993 amending Act 198, P.A. 1974, a written agreement shall be executed between the applicant and the City of Marshall allowing, under specific circumstances, the reduction and/or revocation of the certificate and recapture of the taxes abated; and

WHEREAS, before acting on said application, the City of Marshall held a hearing on September 20, 2010 in the Council Chambers of Town Hall, located at 323 West Michigan Avenue, Marshall, Michigan, at 5:00 p.m. at which hearing the applicant, public, Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, the facility upgrades, did not begin earlier than six (6) months before September 8, 2010, the date of acceptance of the application for the Industrial Facilities Exemption Certificate; and

WHEREAS, the acquisition of the upgrades is calculated to and will, at the time of issuance of the certificate, have the reasonable likelihood to retain, create or prevent the loss of employment in the City of Marshall; and

WHEREAS, the granting of said certificate shall not have the effect of substantially impeding the operation of the City of Marshall, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Marshall; and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Marshall, after granting this certificate, will exceed 5% of an amount equal to the sum of the SEV of the local unit, plus the SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marshall that:

1. The City Council find and determine that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974, shall not have the effect of substantially impeding the operation of the City of Marshall, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Marshall.
2. The application of Mor-Dall Enterprises, Inc., 519 S. Kalamazoo, for an Industrial Facilities Exemption Certificate, with respect to real and personal property improvements described as new equipment upgrades to be acquired and installed within the Industrial Development District No. 31 is hereby approved to the extent of the equipment that has been received after August 16, 2010.
3. That and IFEC Letter of Agreement, attached, be signed and submitted by Mor-Dall Enterprises, Inc. to the City of Marshall.
4. The Industrial Facilities Exemption Certificate, when issued, shall be and remain in force and effect for a period of twelve (12) years under the rules and regulations of Act 198 of Public Acts of 1974, as amended, for the new equipment from the date of approval by the State Tax Commission.

AYES:

NAYS:

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Sandra Bird, Clerk-Treasurer

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 20, 2010.

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Sandra Bird, Clerk-Treasurer

# City of Marshall

323 West Michigan Avenue • Marshall, MI 49068-1578 • Phone (269) 781-5183 • FAX (269) 781-3835



Marshall Town Hall ca: 1857

## **ADMINISTRATIVE REPORT** **September 20, 2010 - CITY COUNCIL MEETING**

**REPORT TO:** Honorable Mayor and City Council

**FROM:** Carl Fedders, Director of Public Services  
Tom Tarkiewicz, City Manager

**SUBJECT:** Vacation of a portion of Warren Street

**BACKGROUND:** In 2001 the City of Marshall retained Fishbeck, Thompson, Carr and Huber for the engineering services associated with the extension of utilities and street improvements throughout the fairgrounds area. During the course of this work the designers discovered that the Calhoun County Agricultural and Industrial Society (CCAIS) had encroached the city right of way along Warren Street with the installation of a horse track. An aerial view of this encroachment is attached. As a resolution, the designer suggested a simple land swap with the CCAIS and a relocation of Warren Street.

The project was shelved due to some changes in the type of money that could be used for the extension of public utilities. Recently this issue resurfaced with the opportunity to receive American Recovery and Reinvestment Act Grant to fund the project. The proposed vacation is one of the steps needed to correct this issue. The second step will be the execution of a warranty deed that will give the necessary land to the City of Marshall to construct the road when it obtains funding.

**RECOMMENDATION:** After hearing public comment on the proposed right of way vacation of a portion of Warren Street, it is recommended that the Council approve the attached resolution.

**FISCAL EFFECTS:** none

**ALTERNATIVES:** As suggested by the Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Carl Fedders".

Carl Fedders  
Director of Public Services

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

Tom Tarkiewicz  
City Manager



CITY OF MARSHALL, MICHIGAN  
RESOLUTION #2010-\_\_\_\_  
City of Marshall Resolution

To Vacate a Portion of Warren Street

WHEREAS, the City of Marshall has the authority under the Michigan Home Rule City Act (MCL 117.4h) to regulate, improve and control of the surface of its streets, alleys and public ways, and of the space above and beneath them; and

WHEREAS, the City of Marshall's Charter Section 2.23 provides that the council shall have the power to establish, vacate and use, and to control and regulate the use of streets; and

WHEREAS, the actual use and occupation of a portion of Warren Street has been outside the area identified on the original plat of the Upper Village of Marshall (now City), according to the Plat recorded at Liber 3 of Plats, Page 12, Calhoun County Records; and

WHEREAS, the Calhoun County Agricultural and Industrial Society ("CCAIS"), a Michigan non-profit corporation owns and occupies the land on both sides of the platted portion of Warren Street; and

WHEREAS, the CCAIS desires to exchange parcels of property with the City of Marshall so that the land where Warren Street is, in fact, located will be owned by the City of Marshall and the adjacent property will be owned by the CCAIS,

THEREFORE, BE IT RESOLVED, that the City of Marshall does hereby vacate that part of Warren Street lying East of the centerline of vacated Chestnut Street, extended from the North line of Warren Street, South to the South line of Warren Street, to the East line of Cedar Street, Upper Village of Marshall (now City), according to the Plat thereof as recorded in Liber 3 of Plats, Page 12, Calhoun County Records.

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Sandra Bird, Clerk-Treasurer

I, Sandra Bird, being duly sworn as the Clerk-Treasurer 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 September \_\_\_\_\_, 2010 and that said meeting was conducted and that the minutes of said meeting were kept and will be or have been made available.

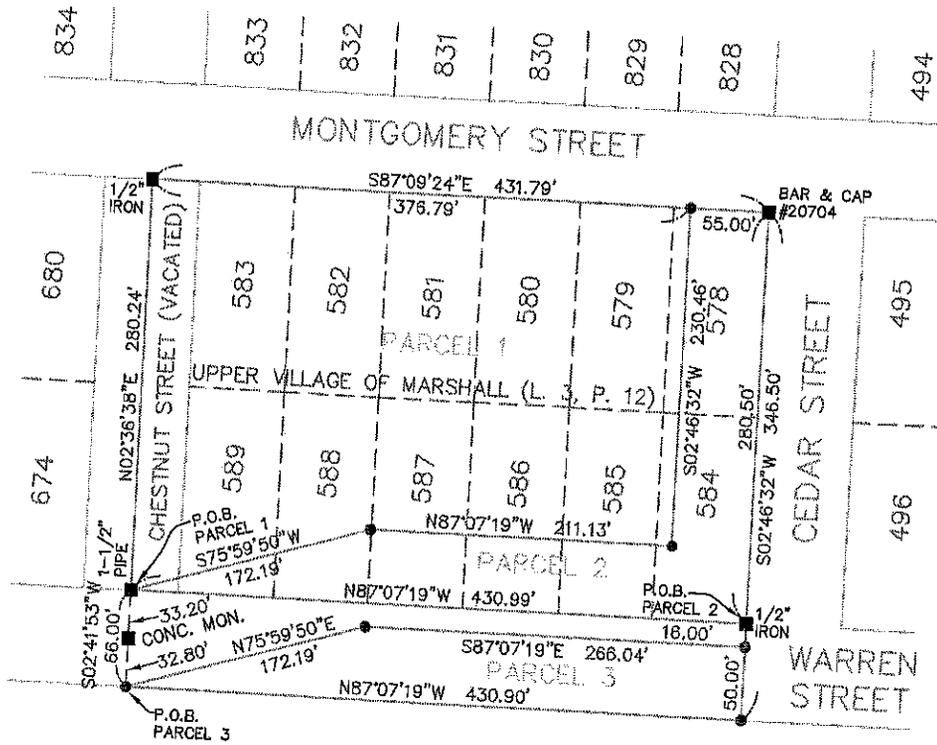
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Sandra Bird, Clerk-Treasurer

Prepared by and Return to:  
Paul K. Beardslee (P42177)  
206 S. Kalamazoo Ave.  
Marshall, MI 49068  
(269) 781-5193

# CERTIFIED BOUNDARY SURVEY

FOR: CITY OF MARSHALL



PARCEL 1 - 2.09 ACRES (90,843 S.F.)  
 PARCEL 2 - 0.69 ACRES (30,104 S.F.)  
 PARCEL 3 - 0.40 ACRES (17,424 S.F.)

SCALE 1" = 100'



### LEGEND

- = Det 5/8" Bar with Cap
- = Found Iron as Noted
- = Survey Boundary Line
- = Distance Not to Scale
- x—x— = Fence
- ▨ = Deck, Porch, Sidewalk, & Patio Areas

All Dimensions are in Feet and  
 Decimals Thereof  
 All Improvements Not Shown.



**KEBS, INC.** KYES ENGINEERING  
 BRYAN LAND SURVEYS  
 13452 PRESTON DRIVE, MARSHALL, MI 49068  
 PH. 269-791-9800 FAX. 269-781-9805  
 2116 HASLETT ROAD, HASLETT, MI 48840  
 PH. 517-338-1014 FAX. 517-338-8047

DRAWN BY	SEE	SECTION	25, T25, R6W
FIELD WORK BY	SEK	JOB NUMBER:	31556
FIELD WORK DATE:	3/13/08	SHEET	1 OF 2

# CERTIFIED BOUNDARY SURVEY

FOR: CITY OF MARSHALL

## CERTIFICATE OF SURVEY:

I hereby certify only to the parties named hereon that we have surveyed, at the direction of said parties, the following described three parcels of land, and that we have found or set, as noted hereon, permanent markers to all corners of said parcels and that all visible encroachments of a permanent nature upon said parcels are as shown on this survey.

### PARCEL 1

A parcel of land located in the Southeast 1/4 of Section 25, Town 2 South, Range 6 West, City of Marshall, Calhoun County, Michigan and being Lots 579, 580, 581, 582, 583, and a part of Lots 578, 584, 585, 586, 587, 588, 589, and a part of Chestnut Street (vacated) of the Upper Village (now City) of Marshall, as recorded in Liber 3 of Plats, on page 12, in the Office of the Register of Deeds for Calhoun County, Michigan, and being further described as: Commencing at the Southeast Corner of said Lot 584; thence N87°07'19"W, 430.99 feet along the North line of Warren Street to the centerline of said Chestnut Street and the point of beginning of the following described parcel; thence N02°36'38"E, 280.24 feet along said centerline to the South line of Montgomery Street; thence S87°09'24"E, 376.79 feet along said South line; thence S02°46'32"W, 230.46 feet; thence N87°07'19"W, 211.13 feet; thence S75°59'50"W, 172.19 feet to the point of beginning; said parcel contains 2.09 acres (90,843 s.f.), more or less; said parcel being subject to any easements or restrictions of use or record.

### PARCEL 2

A parcel of land located in the Southeast 1/4 of Section 25, Town 2 South, Range 6 West, City of Marshall, Calhoun County, Michigan and being a part of Lots 578, 584, 585, 586, 587, 588, 589, and a part of Chestnut Street (vacated) of the Upper Village (now City) of Marshall, as recorded in Liber 3 of Plats, on page 12 in the Office of the Register of Deeds for Calhoun County, Michigan, and being further described as: Beginning the Southeast Corner of said Lot 584; thence N87°07'19"W, 430.99 feet along the North line of Warren Street to the centerline of said Chestnut Street; thence N75°59'50"E, 172.19 feet thence S87°07'19"E, 211.13 feet; thence N02°46'32"E, 230.46 feet to the South line of Montgomery Street; thence S87°09'24"E, 55.00 feet to the Northeast Corner of said Lot 578; thence S02°46'32"W, 280.50 feet along the West line of Cedar Street to the point of beginning; said parcel contains 0.69 acres (30,104 s.f.), more or less; said parcel being subject to any easements or restrictions of use or record.

### PARCEL 3

A parcel of land located in the Southeast 1/4 of Section 25, Town 2 South, Range 6 West, City of Marshall, Calhoun County, Michigan and being and a part of Warren Street of the Upper Village (now City) of Marshall, as recorded in Liber 3 of Plats, on page 12 in the Office of the Register of Deeds for Calhoun County, Michigan, and being further described as: Commencing at the Southeast Corner of Lot 584 of said Upper Village (now City) of Marshall; thence N87°07'19"W, 430.99 feet along the North line of Warren Street to the centerline of said Chestnut Street; thence S02°41'53"E, 66.00 feet to the South line of Warren Street and the point of beginning of the following described parcel; thence N75°59'50"E, 172.19 feet; thence S87°07'19"E, 266.04 feet; thence S02°46'32"W, 50.00 feet to the South line of Warren Street; thence N87°07'19"W, 430.90 feet along said South line to the point of beginning; said parcel contains 0.40 acres (17,424 s.f.), more or less; said parcel being subject to any easements or restrictions of use or record.

This survey complies with the requirements of Public Act 132 of 1970, as amended, and is subject to Public Act 591 of 1996, as amended, and was performed with an error of closure no greater than a ratio of 1 in 5000.

All bearings are derived from GPS observations.

Michael A. Groat                      Date:  
Professional Surveyor No. 39079



**KESBS, INC.** KYES ENGINEERING  
BRYAN LAND SURVEYS

13452 PRESTON DRIVE, MARSHALL, MI 49836  
PH. 269-731-9800 FAX. 269-761-9800

218 HASLETT ROAD, HASLETT, MI 48846  
PH. 517-339-1014 FAX. 517-339-8047

DRAWN BY	REB	SECTION	25, T2S, R6W
FIELD WORK BY	SEK	JOB NUMBER:	81558
FIELD WORK DATE:	3/13/08	SHEET	2 OF 2

WARRANTY DEED

The Grantor, Calhoun County Agricultural and Industrial Society, a Michigan non-profit corporation, of 720 Fair Street, Marshall, Michigan 49068, for and in consideration of Resolution of City Council vacating adjacent property to the Grantor herein, the value of which the parties stipulate at One Dollar (\$1.00) , conveys and warrants to the City of Marshall, Michigan, a Michigan Home Rule City with offices at 323 W. Michigan Avenue, Marshall, Michigan 49068, the following described real estate situated in the City of Marshall, County of Calhoun, State of Michigan, in fee simple absolute:

A part of Lots 578, 584 thru 589, including part of vacated Chestnut Street, and also being part of Warren Street, Upper Village of Marshall (now City), according to the Plat thereof as recorded in Liber 3 of Plats, Page 12, Calhoun county Records, described as:

Commencing at the Southeast corner of said Lot 584; Upper Village of Marshall (now City), according to the Plat thereof as recorded in Liber 3 of Plats, Page 12, Calhoun County Records; Thence North 87 ° 07' 19" West, 430.99 feet along the North line of Warren Street to the centerline of said Chestnut Street (now vacated); Thence North 75 ° 59' 50" East, 172.19 feet; Thence South 87 ° 07' 19" East, 211.13 feet; Thence North 02 ° 46' 32" East, 230.46 feet to the South line of Montgomery Street; Thence South 87 ° 09' 24" East, along said South line, 55 feet to the Northeast corner of said Lot 578; Thence South 02 ° 46' 32" West, along the East line of said Lots 578 and 584 (West line of Cedar Street) to the Southeast corner of said Lot 584 and the Point of Beginning.

Commonly known as: 801 Warren Street

Tax Parcel No.: 12-53-001-578-00 (Part of)

subject to any reservations, exceptions, or encumbrances, e.g., restrictions and easements of record.

Dated \_\_\_\_\_.

GRANTOR

\_\_\_\_\_ [Signature ]

[Typed name ]

STATE OF MICHIGAN

)

COUNTY OF CALHOUN

)

ss

)

The foregoing instrument was acknowledged before me on September \_\_\_\_\_ 2010 by \_\_\_\_\_, Secretary of Calhoun County Agricultural and Industrial Society, a Michigan non-profit corporation, on behalf of the corporation.

[Notarial seal ]

\_\_\_\_\_ [Signature ]

Notary Public, Calhoun County, Michigan.

My commission expires \_\_\_\_\_ [date ].

Prepared by and return to:  
Paul K. Beardslee (P42177)  
Beardslee Law Office  
206 S. Kalamazoo Ave.  
Marshall, MI 49068  
(269) 781-5193

# City of Marshall



323 West Michigan Avenue • Marshall, MI 49068-1578 • Phone (269) 781-5183 • FAX (269) 781-3835

Marshall Town Hall ca: 1857

## ADMINISTRATIVE REPORT September 20, 2010 - CITY COUNCIL MEETING

**REPORT TO:** Honorable Mayor and City Council

**FROM:** Carl Fedders, Director of Public Services  
Tom Tarkiewicz, City Manager

**SUBJECT:** MDOT Agreement – Airport Apron Rehabilitation

**BACKGROUND:** The City has received a grant through the Michigan Department of Transportation for the rehabilitation of the apron at Brooks Field. The funding is divided between the Federal Aviation Agency, the State of Michigan and the City of Marshall; 95%, 2.5%, and 2.5% respectively. The proposed construction is highlighted in the attached sketch. MDOT has received the bids and Reith-Riley Construction Company was selected at a cost of \$150,868. The City's 2.5% cost sharing portion plus a contingency is estimated to be \$4,775.

**RECOMMENDATION:** It is recommended that the City Council authorize Sandra Bird, Clerk-Treasurer to sign the agreement with the Michigan Department of Transportation for the Apron Rehabilitation project at Brook Field.

**FISCAL EFFECTS:** To appropriate \$4,775 from the Airport Fund Capital Outlay budgeted expenditure line item 295-900-970.00 with a funding source of FY 2010 \$3,750 unused capital outlay budget carried over to FY 2011, as approved by Council in the June 7, 2010 year-end budget amendment resolution. The contingency of \$1,025, if needed, would be funded from the current fiscal year revenues.

**ALTERNATIVES:** As suggested by the Council.

Respectfully submitted,

Carl Fedders  
Director of Public Services

Tom Tarkiewicz  
City Manager



MICHIGAN DEPARTMENT OF TRANSPORTATION

In accordance with Act 327 of 1946

MICHIGAN AERONAUTICS COMMISSION

AIRPORT PROGRAM

**CONTRACT**

Public Act 533 of 2004 requires that payments under this contract be processed by electronic funds transfer (EFT). Contractor is required to register to receive payments by EFT at the Contract Payment Express website ([www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us)).

---

CONTRACT ID:	FM 13218-109635A	Item No.:
13218-109635	Federal Project No.: B-26-0064-1410	1007 068
	Federal Item No.: AK2384	

Apron rehabilitation at Brooks Field, city of Marshall, Calhoun County.



This AGREEMENT, Made this 13 day of September A.D., 20 10 by and between the City of Marshall, party of the first part, and Rieth-Riley Construction Co., Inc., an Indiana Corporation, PO Box 477, of Goshen, IN 46527-0477, party of the second part.

WITNESSETH, That the party of the second part, for and in consideration of the payment or payments hereinafter specified, hereby agrees to furnish all necessary machinery, tools, apparatus and other means of construction, do all the work, furnish all the materials except as herein otherwise specified, and to complete, in strict accordance with the plans, specifications and proposal therefore, and to the satisfaction of the said party of the first part, the work described herein, it being understood and agreed that said plans, specifications and proposal and all addenda thereto are to be considered as a part hereof.

Said party of the first part further agrees to pay the said party of the second part for such extra work as may be ordered by the party of the first part or his authorized representative, prices for which are not included in the above items, the price or on the basis agreed upon before such extra work is begun.

It is further understood and agreed that time is of the essence of this contract, and that the work shall be so conducted and supervised by the party of the second part as to insure its completion in accordance with the following schedule, each item of work to be completed on or before the date named thereafter:

Start work within ten (10) days of the date specified in the written notice to proceed.

The entire contract shall be completed in/by sixteen (16) calendar days.

Liquidated damages will be assessed at the rate of \$500.00 per calendar day for failure to complete the contract within the specified time limits.

Neither the contractor nor his subcontractors shall discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of his age, except where based on a bona fide occupational qualification, or his race, color, religion, national origin, sex, height, weight, marital status, or disability; and they will require a similar covenant on the part of any Contractor or subcontractor employed in the performance of this contract. The parties further covenant that they will comply with the Civil Rights Act of 1964, being P. L. 88-352, 78 Stat. 241 as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act and will require a similar covenant on the part of any Contractor or subcontractor employed in the performance of this contract.

IN WITNESS WHEREOF, The parties hereto have set their hands the day and year first above written.

City of Marshall

By:

Sandra E. Bird

Item: 1007 068

Rieth-Riley Construction Co., Inc.  
Contractor Corporation

By:

[Signature]

This Contract shall not be valid, effective or binding until fully executed by both the Contractor and the Sponsor.

## CONTRACT UNIT PRICES

LETTING: 100702  
CALL : 068

CONTRACT	PROJECT(S)	CONTROL	FEDERAL PROJECT
13218-109635	109635A	SECTION 13218	B-26-0064-1410

IN CONSIDERATION WHEREOF, SAID PARTY OF THE FIRST PART AGREES TO PAY TO SAID PARTY OF THE SECOND PART FOR ALL WORK DONE, THE FOLLOWING UNIT PRICES:

LINE NO	ITEM DESCRIPTION	ITEM CODE	QUANTITY	UNIT PRICE
SECTION 0001				
0010	Mobilization and General Conditions	1000400	1.000 LS	3800.0000
0020	Safety and Security	1000410	1.000 LS	2000.0000
0030	Permits	1000535	1000.000 Dlr	1.0000
0040	Misc. REMOVE BITUMINOUS PAVEMENT, FINE GRADE & COMPACT AGGREGATE BASE COURSE	2087011	8128.000 Syd	2.7000
0050	Sawing Bituminous Pavement, Specified Dimensions	4000515	435.000 Lft	0.6000
0060	Bituminous Aggregate Surface Course, 20AAX Composition	4110620	1440.000 Ton	70.6500
0070	Misc. REMOVE & DISPOSE OF TIE-DOWN ANCHOR	6107050	47.000 Ea	20.0000
0080	Misc. TIE-DOWN ANCHOR	6107050	47.000 Ea	313.0000
0090	Airport Pavement Marking, Solid, Yellow, With Reflective Beads	6200535	1090.000 Sft	2.4500
0100	Seeding With Mixture and Rate as Specified	9010540	0.200 Acre	1700.0000
0110	Topsoiling From Off-Site, Material Furnished By Contractor	9050520	30.000 Cyd	38.0000
0120	Wood Fiber Mulch	9080515	0.200 Acre	1620.0000

MICHIGAN DEPARTMENT OF TRANSPORTATION  
AERONAUTICS-AIRPORTS PROGRAM

FEDERAL REQUIREMENTS

CIVIL RIGHTS ACT OF 1964, TITLE VI  
CONTRACTUAL REQUIREMENTS  
49 CFR PART 21  
AC 150/5100-15  
(01/14/2008)

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 shall 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, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall 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. **Solicitations for Subcontracts, Including Procurements 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 procurements of materials or leases of equipment, each potential subcontractor or supplier shall 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 shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall 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 shall so certify to the sponsor or the FAA, as appropriate, and shall 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 shall 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 shall include the provisions of paragraphs 1 through 5 in every subcontract,

including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall 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.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982,  
SECTION 520  
GENERAL CIVIL RIGHTS PROVISIONS  
Title 49 47123  
AC 150/5100-15, Para. 10.c.  
(01/14/2008)

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES  
49 CFR Part 20, Appendix A  
(01/14/2008)

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL,

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Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

VETERAN'S PREFERENCE  
Title 49 U.S.C. 47112(c)  
AC 150/5100-6d  
(01/14/2008)

In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 515(c)(1) and (2) of the Airport and Airway Improvement Act of 1982. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

DAVIS BACON REQUIREMENT  
29 CFR PART 5.5  
AC 150/5100-6d  
(01/14/2008)

This applies to all contracts and subcontracts in excess of \$2,000:

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and

its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the Sponsor shall upon its

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for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### 5. Compliance With Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

#### 6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

#### 7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

#### 8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

#### 9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

EQUAL EMPLOYMENT OPPORTUNITY  
41 CFR PART 60-1.4  
Executive Order 11246  
AC 150/5100-15, Para. 22.a.  
(01/14/2008)

This applies to contracts in excess of \$10,000. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive

Kent, Ottawa	5.2
Jackson	5.1
Allegan, Antrim, Benzie, Charlevoix, Emmet, Grand Traverse, Kalkaska, Lake, Leelanau, Manistee, Mason, Mecosta, Missaukee, Montcalm, Newnygo, Osceola, Wexford	4.9
Bay	2.2
Gogebic, Ontonagon	1.2
Alger, Baraga, Delta, Dickinson, Houghton, Iron, Keweenaw, Marquette, Menominee, Schoolcraft	1.0

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its Federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, OFCCP, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is contained in the advertisement.

STANDARD FEDERAL EQUAL EMPLOYMENT  
OPPORTUNITY CONSTRUCTION CONTRACT  
SPECIFICATIONS  
41 CFR Part 60.4.3  
Executive Order 11246  
AC 150/5100-15, Para. 22.c.  
(01/14/2008)

This applies to all contracts and subcontracts in excess of \$10,000.

1. As used in these specifications;

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract

Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Requirements for Affirmative Action which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or

Revised: 01/14/2008

of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

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15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

TERMINATION OF CONTRACT  
49 CFR Part 18.36(i)(2)  
FAA order 5100.38  
(01/14/2008)

This applies to all contracts and subcontracts in excess of \$10,000.

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION  
49 CFR Part 29  
FAA order 5100.38  
(01/14/2008)

This applies to all contracts and subcontracts in excess of \$25,000.

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

This information required by  
Act 327 of 1945 in order  
to obtain surety guarantee.

1383 (07/08)

MICHIGAN DEPARTMENT OF TRANSPORTATION

MICHIGAN AERONAUTICS COMMISSION

AIRPORT PROGRAM

BONDS

ITEM # 1007 068

13218-109635

Brooks Field

(State Contract ID)

(Airport Name)

Bond No. 105448637

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, Rieth-Riley Construction Co., Inc., an Indiana Corporation, as Principal and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto the City of Marshall and the State of Michigan, Michigan Department of Transportation, Aeronautics Commission, as agent, in the penal sum of

One Hundred Fifty Thousand Eight Hundred Sixty Eight Dollars And No Cents

dollars, lawful money of the United States, to be paid to the said City of Marshall and the State of Michigan, Michigan Department of Transportation, Aeronautics Commission, for the agent or to their certain attorney or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 1<sup>st</sup> day of September, A.D. 2010.

The condition of this obligation is such that if the above named principal shall and will, well and faithfully, and fully, do, execute and perform the contract to which this bond is attached, according to the terms and conditions thereof, including extensions of time, (notice of which is hereby waived by the surety), then this obligation is to be void, otherwise to remain in full force and effect.

Rieth-Riley Construction Co., Inc.

Corporation

Principal

By

By

By

Travelers Casualty and Surety Company of America

By

Surety

Sandra M. Martinez, Attorney In Fact

NOTE: If the principal is a co-partnership, each member must sign these bonds. If the principal is a corporation, evidence of the authority of officer signing must be attached or be on file with the Michigan Department of Transportation. The Surety Company shall attach a valid Power of Attorney of person or persons executing bond for the company.

Commission Received by: Aon Risk Services Central, Inc.

13218-109635

Brooks Field

(State Contract ID)

(Airport Name)

Bond No. 105448637

LIEN BOND

KNOW ALL MEN BY THESE PRESENTS, That We, Rieth-Riley Construction Co., Inc., an Indiana Corporation as Principal, and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto the State of Michigan, Michigan Department of Transportation, Aeronautics Commission, and City of Marshall, Michigan, as obligee, in the sum of

**One Hundred Fifty Thousand Eight Hundred Sixty Eight Dollars And No Cents**

= "dollars, lawful money of the United States, to be paid to the said State of Michigan, Michigan Department of Transportation, Aeronautics Commission, or to its assigns, or to any person, firm or corporation who may furnish labor, materials, supplies for equipment, for camp or construction, and equipment on a rental basis, on account of and actually used in the performance of the contract hereinafter mentioned, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, and each and every one of them firmly by these presents.

Sealed with our seals and dated this 18 day of September, A.D. 20 10.

The condition of this obligation is such that if there shall be paid, as the same may become due and payable, all indebtedness which may arise from said principal to a sub-contractor or to any person, firm or corporation on account of any labor, material, supplies for equipment, for camp or construction, and rental of equipment, furnished and actually used in the performance of the contract to which this bond is attached, including extensions of time, (notice of which is hereby waived by the surety), then this obligation is to be void, otherwise to remain in full force and effect."

Rieth-Riley Construction Co., Inc.

Corporation

Principal

By [Signature]

By \_\_\_\_\_

By \_\_\_\_\_

Travelers Casualty and Surety Company of America

Surety

By [Signature]

Sandra M. Martinez, Attorney In Fact

13218-109635

Brooks Field

105448637

(State Contract ID)

(Airport Name)

ENDORSEMENT

The provisions of the foregoing lien bond shall also apply to indebtedness described therein in the case of a subcontractor in which notice of the reliance of the security of the bond is not furnished within the time period provided in Act 213 of 1963, as amended, provided such notice is furnished within 60 days after final acceptance of the above described project by the owner or its authorized representative. Nothing in this endorsement shall be construed so as to limit the coverage provided for in said lien bond.

Rieth-Riley Construction Co., Inc.

Corporation

Principal

By

By

By

Travelers Casualty and Surety Company of America

By

Surety

Sandra M. Martinez, Attorney In Fact

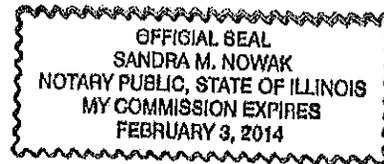
ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS  
COUNTY OF COOK

On this 1<sup>st</sup> of September, 2010, before me, Sandra M. Nowak, a Notary Public, within and for said County and State, personally appeared Sandra M. Martinez to me personally known to be the Attorney-in-Fact of and for Travelers Casualty and Surety Company of America and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Sandra M. Nowak  
Notary Public in the State of Illinois  
County of Cook





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222589

Certificate No. 003745504

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Debra J. Doyle, Diane M. O'Leary, Douglas M. Schumde, Geoffrey E. Heekin, James B. McTaggart, Jennifer L. Jakaitis, Judith A. Lucky, Karen E. Bogard, Karen L. Daniel, Kathleen J. Mailes, Kimberly Bragg, Linda M. Iser, Richard A. Moore Jr., Sandra M. Martinez, Sandra M. Nowak, Susan A. Welsh, Susan J. Preiksa, and William P. Reidinger

of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 29th day of June 2010

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

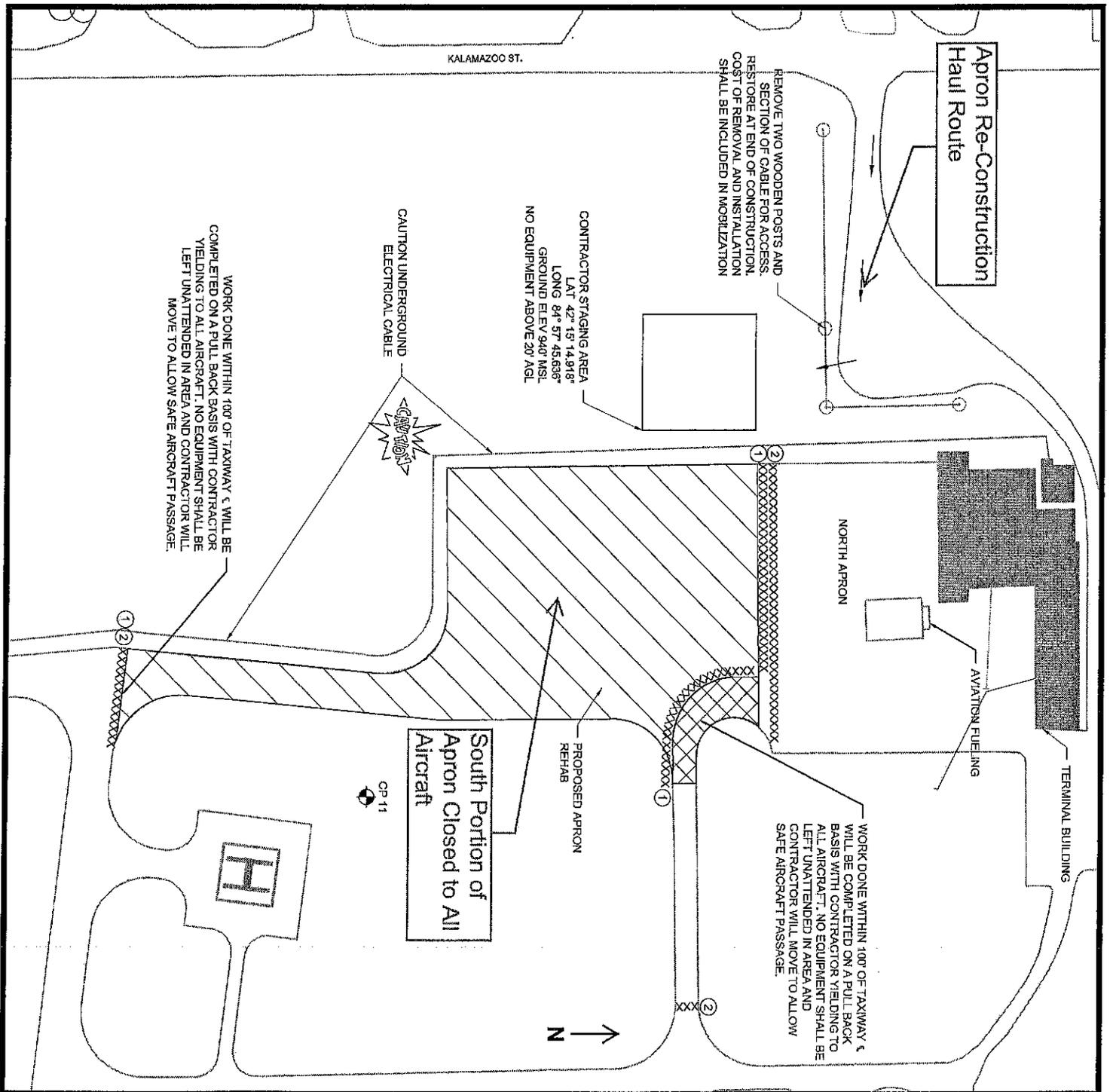
By: [Signature]
George W. Thompson, Senior Vice President

On this the 29th day of June, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public



Apron Re-Construction  
Haul Route

REMOVE TWO WOODEN POSTS AND SECTION OF CABLE FOR ACCESS. RESTORE AT END OF CONSTRUCTION. COST OF REMOVAL AND INSTALLATION SHALL BE INCLUDED IN MOBILIZATION

CONTRACTOR STAGING AREA  
LAT 42° 45' 14.918"  
LONG 84° 57' 45.838"  
GROUND ELEV 940' MSL  
NO EQUIPMENT ABOVE 20' AGL

CAUTION UNDERGROUND ELECTRICAL CABLE

WORK DONE WITHIN 100' OF TAXIWAY & WILL BE COMPLETED ON A PULL BACK BASIS WITH CONTRACTOR YIELDING TO ALL AIRCRAFT. NO EQUIPMENT SHALL BE LEFT UNATTENDED IN AREA AND CONTRACTOR WILL MOVE TO ALLOW SAFE AIRCRAFT PASSAGE.

NORTH APRON

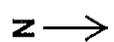
AVIATION FUELING

TERMINAL BUILDING

South Portion of Apron Closed to All Aircraft

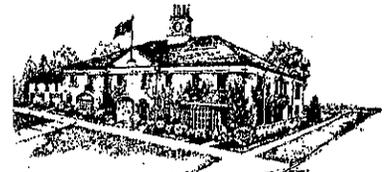
PROPOSED APRON REHAB

WORK DONE WITHIN 100' OF TAXIWAY & WILL BE COMPLETED ON A PULL BACK BASIS WITH CONTRACTOR YIELDING TO ALL AIRCRAFT. NO EQUIPMENT SHALL BE LEFT UNATTENDED IN AREA AND CONTRACTOR WILL MOVE TO ALLOW SAFE AIRCRAFT PASSAGE.



OP 11

# City of Marshall



Marshall Town Hall ca: 1857

323 West Michigan Avenue - Marshall, MI 49068-1578 - Phone (269) 781-5183 - FAX (269) 781-3835

## ADMINISTRATIVE REPORT September 20, 2010 - CITY COUNCIL MEETING

**REPORT TO:** Mayor Bruce Smith and City Council Members

**FROM:** Tom Tarkiewicz, City Manager

**SUBJECT:** Establish work session dates

**BACKGROUND:** City staff would like to hold two work sessions with the Council at 8:30 AM to 11:30 AM at the Public Services Building Training Room on Saturday, October 16, 2010 and Saturday, December 11, 2010. The October session will cover a variety of topics and the December session will be for the FY 2012 budget forecast.

**RECOMMENDATION:** It is recommended that the City Council schedule work sessions at 8:30 AM at the Public Services Building Training Room on Saturday, October 16, 2010 and Saturday, December 11, 2010.

**FISCAL EFFECTS:** None.

**ALTERNATIVES:** As suggested by Council.

Respectfully submitted,

Tom Tarkiewicz  
City Manager



HISTORIC  
LANDMARK  
DISTRICT

THE MARSHALL LIONS CLUB  
1031 ROSE ST  
MARSHALL, MI 49068  
781-6511

SEPT. 9, 2010

THE HONORABLE MAYOR BRUCE SMITH  
CITY OF MARSHALL  
323 W. MICHIGAN AVE.  
MARSHALL, MI 49068

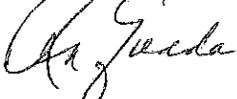
DEAR MAYOR SMITH AND CITY COUNCIL MEMBERS:

THE MARSHALL LIONS CLUB IS ASKING APPROVAL TO CONDUCT THEIR 6<sup>TH</sup>.  
ANNUAL CANDY DAY SALES AT VARIOUS LOCATIONS IN THE CITY ON SEPT.  
24 & 25 , 2010.

ALL PROFITS RAISED IN THE SALE GO TOWARD THE MANY PHILANTHROPIC  
PROJECTS OF THE MARSHALL LIONS CLUB. INCLUDING BUT NOT LIMITED TO  
THE FOUNTAIN CLINIC, LEADER DOGS FOR THE BLIND, THE LIONS OF MICHIGAN  
SERVICE FOUNDATION ETC.

NO FUNDS RAISED BY SALES TO THE PUBLIC ARE USED FOR TO OFFSET THE  
ADMINISTRATIVE COSTS OF THE CLUB.

VERY TRULY



LION RON QUADA  
CHAIRMAN

IN A WORK SESSION Tuesday, September 7, 2010 at 6:00 P.M. in the Conference Room of Town Hall, 323 West Michigan Avenue, Marshall, MI, the Marshall City Council was called to order by Mayor Smith.

Present: Council Members: Dyer, Metzger, Miller, Mayor Smith, Traver, and Williams

Also Present: City Manager Tarkiewicz and Deputy Clerk Nelson.

Absent: Council Members: None.

The purpose of this work session was open discussion to give Council Members an opportunity to discuss topics that needed further discussion. Some items that were discussed are as follows:

- a) Temporary Business license permits.
- b) Billing for security personnel for the oil spill.
- c) Public forum regarding Medical Marijuana.
- d) Proposed Public Safety Building.
- e) Street Sweeping
- f) The idea of a dog park.

The meeting was adjourned at 7:00 p.m.

---

Bruce Smith, Mayor

---

Sandra Bird, Clerk-Treasurer

**CALL TO ORDER**

IN REGULAR SESSION Tuesday, September 7, 2010 at 7:00 P.M. in Council Chambers of Town Hall, 323 West Michigan Avenue, Marshall, MI, the Marshall City Council was called to order by Mayor Smith.

**ROLL CALL**

Roll was called:

Present: Council Members: Dyer, Metzger, Miller, Mayor Smith, Traver, and Williams.

Also Present: City Manager Tarkiewicz

Absent: Council Members: None.

**INVOCATION/PLEDGE OF ALLEGIANCE**

Dennis Croy of Marshall Wesleyan Church gave the Invocation and Mayor Smith led the Pledge of Allegiance.

**APPROVAL OF THE AGENDA**

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

**PRESENTATIONS AND RECOGNITION**

None.

**INFORMATIONAL ITEMS**

City Manager Tarkiewicz provided an update on the Blessing of the Animals event to be held in Carver Park on Sunday, October 3, 2010.

**PUBLIC COMMENT ON AGENDA ITEMS**

None.

**PUBLIC HEARINGS AND SUBSEQUENT COUNCIL ACTION**

None.

**OLD BUSINESS**

None.

**REPORTS AND RECOMMENDATIONS**

**A. Wastewater, Water and Electric Cost of Service and Rate Design Studies:**

**Moved** Williams, supported Dyer, to approve the attached resolution accepting the

proposal to provide Water and Wastewater Cost of Service and Rate Design Studies by Utility Financial Solutions at a not-to-exceed cost of \$17,700 and the proposal to provide Electric Cost of Service and Rate Design Study by Courtney and Associates at a not-to-exceed cost of \$25,000 and to authorize Sandra Bird, Clerk-Treasurer to sign the respective proposals and contract agreements. On a roll call vote – ayes: Dyer, Metzger, Miller, Mayor Smith, Traver, and Williams; nays: none: **MOTION CARRIED.**

CITY OF MARSHALL, MICHIGAN  
RESOLUTION #2010-22

**RESOLUTION TO APPROVE UTILITY COST OF SERVICE AND RATE DESIGN STUDIES FOR THE WASTEWATER, WATER AND ELECTRIC FUNDS**

**WHEREAS**, it is recommended that utility rate studies be conducted every three-five years; and

**WHEREAS**, the last utility rate studies were done in 2005; and

**WHEREAS**, it is the desire of Administration to take a proactive approach in preparation for the FY 2012 budget when it comes to projecting revenue resources available to support the operations; and

**WHEREAS**, Section 2-146 of the Purchasing Code allows sole sourcing for professional services; and

**WHEREAS**, this is a budgeted expense in all the funds and will not require budget amendments for FY 2011.

**NOW, THEREFORE, BE IT RESOLVED** that Utility Financial Solutions be awarded a contract to provide comprehensive water and wastewater cost of service and rate design studies for the City of Marshall at a not-to-exceed cost of \$17,700 and that Courtney and Associates be awarded a contract to provide a comprehensive electric cost of service and rate design study at a not-to-exceed cost of \$25,000.

AYES: Dyer, Metzger, Miller, Mayor Smith, Traver, and Williams.

NAYS: None.

Dated: September 7, 2010

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Sandra Bird, Clerk-Treasurer

I hereby certify that the foregoing constitutes a true and complete copy of the resolution adopted by the City Council of the City of Marshall, County of Calhoun, Michigan at a regular meeting held on September 7, 2010.

\_\_\_\_\_  
Sandra Bird, Clerk-Treasurer

**B. Council Meeting Time Change:**

**Moved** Williams, supported Metzger, to reschedule the time for the September 20, 2010 Council Meeting to 5:00 p.m. On a voice vote – **MOTION CARRIED.**

**C. Zarzuela Liquor License Request:**

**Moved** Dyer, supported Miller, to approve the Class C Liquor License to Zarzuela, LLC located at 301 East Michigan Avenue. On a roll call vote – ayes: Metzger, Miller, Mayor Smith, Traver, Williams, and Dyer; nays: none. **MOTION CARRIED.**

**APPOINTMENTS / ELECTIONS**

**A. City Council Ward 5 Appointment:**

**Moved** Dyer, supported Williams, to appoint Jody Mankerian to fill the vacancy of the Ward 5 City Council Seat. On a voice vote: **MOTION CARRIED.**

**CONSENT AGENDA**

**Moved** Williams, supported Dyer, to approve the consent agenda as presented.

- A. Schedule a public hearing for Monday, September 20, 2010 to hear public comment on the proposed Industrial Facilities Tax Exemption Certificate for Mor-Dall Enterprises
- B. Schedule a public hearing for Monday, September 20, 2010 to hear comment on the vacation of a portion of Warren Street;
- C. Approve the revisions to Section 2.05 of the Personnel Policy Manual – Workplace Violence.
- D. Minutes of the City Council Regular Session held on Monday, August 16, 2010;
- E. Approve city bills in the amount of \$1,683,287.13.

On a roll call vote – ayes: Miller, Mayor Smith, Traver, Williams, Dyer and Metzger; nays: none. **MOTION CARRIED.**

**PUBLIC COMMENT ON NON-AGENDA ITEMS**

John LaPietra of 386 Boyer Court spoke of his campaign for Secretary of State.

Fred Waidelich of 420 Allen Road and Pat Dulaney of 416 Allen Road expressed

concerns with the storm sewers on Allen Road and O'Keefe.

**COUNCIL AND MANAGER COMMUNICATIONS**

**Moved** Williams, supported Miller, to schedule a Joint Council Meeting with the City of Albion on October 11, 2010 at 7:00 p.m. in the Albion City Council Chambers for the purpose of discussing future funding of the Calhoun County Consolidated Dispatch. On a voice vote – **MOTION CARRIED.**

**ADJOURNMENT**

The meeting was adjourned at 7:48 p.m.

\_\_\_\_\_  
Bruce R. Smith, Mayor

\_\_\_\_\_  
Sandra Bird, Clerk-Treasurer

VENDOR APPROVAL SUMMARY REPORT

Date: 09/16/2010

Time: 2:02pm

Page: 1

CITY OF MARSHALL

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
A & D LIGHTING SUPPLY	7002	FLUORESCENT, BALLASTS	304.49	0.00
ADRIAN COMMUNICATIONS	21083	DART BUS #13	2,125.30	0.00
AIRGAS GREAT LAKES	4982	CYLINDER RENTAL	74.01	0.00
ALERT EMERGENCY EQUIPMENT	217874	2010 FORD - SERVICE	37.50	0.00
APPLIED IMAGING	2538	COPIER CONTRACT	693.45	0.00
ARISTO CHEM, INC	7059	ESTESOL HAND SOAP	117.00	0.00
ARROW UNIFORM	6839	CUST #010198-05	579.70	0.00
AUTO VALUE MARSHALL	21340	DEXRON MERCON, PEAK 50/50	1,078.18	0.00
AVFUEL CORPORATION	6956	AVGAS	9,003.61	0.00
BEDROCK EXCAVATING & GRAVEL	6817	demolition/removal of press bo	2,700.00	0.00
BOSHEARS FORD SALES INC	7117	Pickup and Crown Vic purchase	44,254.79	0.00
BROADSTRIPE	3293	ACCT #198-040788	1,918.74	0.00
C & C LANDFILL	110	CRONIN BLDG TRASH	117.99	0.00
C2AE	5875	Spruce Street Water Main and P	20,246.00	0.00
CANNON EQUIPMENT	300110	RPR 2005 INTERNATIONAL	795.00	0.00
CARL COMMUNICATIONS	4393	REPAIRED WIRE TO EXT 1123	75.00	0.00
CARLETON EQUIPMENT COMPANY	7189	CANCEL #1-16658 (POWERPLAN)	0.00	0.00
CITGO	3724	CITGO FLEET #132271610	9,290.52	0.00
CLASSIC DRY CLEANING&TAILORING	5975	CLEANING, LAUNDRY	279.20	0.00
CONTRACTORS EQUIPMENT & SUPPLY	7256	#728 DIXIE CHOPPER PARTS	878.10	0.00
CORNERSTONE INSPECTION SRVCS	300392	INSPECTORS COMMISSION	40.00	0.00
CORPORATE CLEAN INC	217897	GENERAL CLEANING	1,050.00	0.00
CORRPRO WATERWORKS	2772	Cathodic Protection Systems	1,190.00	0.00
COURTNEY & ASSOCIATES	7259	AUGUST 2010	250.00	0.00
CRT, INC	6541	X750R LIVE SECURITY 1 YEAR	1,641.00	0.00
CRYSTAL FLASH ENERGY	6176	DYED DIESEL FUEL	1,537.57	0.00
CULLIGAN	736	ACCT #1155180	28.00	0.00
DADOW POWER EQUIPMENT	7277	#716 WINDSHIELD KIT	793.86	0.00
DARLING ACE HARDWARE	7281	FOUNTAIN CHEMICALS	633.47	0.00
ED'S DECORATING	9873	PAINTED APTS	584.58	0.00
EDWARDS INDUSTRIAL SALES	7332	HYD HOSE, HOSE ENDS INSTALLED	73.22	0.00
EJUSTICE SOLUTIONS LLC	300114	RECORDS MANAGEMENT SYS-OCT	1,000.00	0.00
EMERGENCY VEHICLE SERVICES INC	3896	COMPARTMENT DOOR PARTS	1,468.62	0.00
EMPLOYEE DATA FORMS OF MO LLC	7337	EMPLOYEE DATA CALENDARS	43.75	0.00
THE FLOWER HAUS	7371	MARCH - GREEN PLANT	45.00	0.00
GANNETT MICHIGAN NEWSPAPERS	9632	ADS FOR JOB OPENINGS	619.95	0.00
GORDON FOOD SERVICE INC	8734	MACKINAC MTG - MUFFINS, CANDY	26.26	0.00
GRIFFIN PEST SOLUTIONS	6272	323 W MICHIGAN AVE	31.00	0.00
GRODIN PRINTING & AWARDS	7423	WASTEWATER BENCH SHEETS	260.00	0.00
HERMANS MARSHALL HARDWARE	7446	ROPE & ELECTRICAL TAPE	366.51	0.00
HUNTER PRELL COMPANY	7460	TESTED BACKFLOWS--REC DEPT	27,408.60	0.00
HYDRO METER SYSTEMS	2181	METER TEST & REPAIR	419.40	0.00
IMAGE BUILDING SOLUTIONS INC	5877	REPLACE WINDOWS @ MH	36,122.00	0.00
INDIANA WIPING CLOTH, INC.	21469	BLUE ROLL SONTARA	78.95	0.00
J & K PLUMBING SUPPLY	3351	SUPPLIES	155.25	0.00
JACK DOHENY SUPPLIES	7309	VECTOR TRUCK PARTS	332.15	0.00
JACKSON TRUCK SERVICE	7495	TRANSMISSION AIR LINE KIT	67.20	0.00
JIMMY'S JOHNS	4235	AVIATION CENTER	103.00	0.00
JOHN D BRUNDAGE &	6437	AUGUST SERVICES	2,220.00	0.00
JUSTICE FENCE	7498	BLACK VINYL PIPE	64.80	0.00
K-MART	7501	AUGUST CHARGES	194.10	0.00
KELLOGG'S REPAIR GARAGE	5869	TIRES, PAINT	99.60	0.00
LAKELAND ASPHALT CORPORATION	7526	BITUMINOUS ASPHALT	351.95	0.00
LAWSON-FISHER ASSOCIATES PC	2291	Fiscal year 09/10 Licensing Ac	20,500.42	0.00
LEWEY'S SHOE REPAIR	7538	SEW VEST	5.00	0.00
LINE DESIGN & LANDSCAPE	7541	REPAIR IRRIGATION SYSTEM	500.00	0.00
LOWES BUSINESS ACCOUNT	4837	821 3023 105909 5	41.37	0.00
MARSHALL TIRE	3771	#325 FIRESTONE FD690 G/14	3,674.99	0.00
MC&E, INC	3174	12332	159.33	0.00
MICHIGAN TASER DISTRIBUTING	6583	AIR CARTRIDGES	294.90	0.00
MISSION CAR WASH	217915	CAR WASHES	67.00	0.00
MWEA	2006	SEPTAGE SEMINAR	105.00	0.00
NYE UNIFORM COMPANY	7733	WHISTLES AND CHAINS	519.63	0.00
OPPEI	9731	TARKIEWICZ, FEDDERS	450.00	0.00
POWER LINE SUPPLY	7821	3/4 X 4 X 4 WASHERS	9,200.77	0.00
QUALITY ENGRAVING SERVICE	7800	SPONSOR PLAQUES	245.76	0.00
QUANTUM MARKETING GROUP	300393	MARKING FLAGS	220.94	0.00

VENDOR APPROVAL SUMMARY REPORT

Date: 09/16/2010

Time: 2:02pm

Page: 2

CITY OF MARSHALL

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
RADIO SHACK	7811	RECORDER, MICROPHONES	104.95	0.00
REHMANN ROBSON PC	6455	OPEB ACTUARIAL MODEL	3,099.00	0.00
RIO SUPPLY MICHIGAN METER, INC	21639	METERS	4,821.40	0.00
RS TECHNICAL SERVICE INC	9149	SERVICE HIGH SCHOOL LIFT STN	594.00	0.00
SHAFFER REDI-MIX INCORPORATED	7867	LIMESTONE	1,970.81	0.00
SMEAL FIRE APPARATUS CO	5872	FIRE TRUCK	642,483.00	0.00
STANDARD PRINTING & OFFICE	7903	TOWN CRIER	712.94	0.00
STANLEY LAWN & GARDEN	7905	CROSSFIRE LINE, DIAPHRAM KIT	191.84	0.00
STATE OF MICHIGAN	3389	RADIO SUBSCRIPTION FEES	210.00	0.00
STATE OF MICHIGAN - MDOT	4521	AERONAUTICS LOC SPONSOR DEPOSIT	4,775.00	0.00
SURVALENT TECHNOLOGY CORP	6205	GPRS Modem for SCADA	526.37	0.00
THOMPSON INC.	7952	1997 FORD #314 REPAIR	844.75	0.00
THOMPSON'S BRAKE & SUSPENSION	300383	D.A.R.T. BUS	2,060.30	0.00
TOM'S AUTO BODY	20312	1990 FIRE TRUCK 1232 REPAIR	1,689.00	0.00
TRI-COUNTY INTERNATIONAL TRUCK	8034	#307 AIR VALVE	129.35	0.00
USA BLUEBOOK	2460	GLOVES	981.97	0.00
WALTERS-DIMMICK PETROLEUM	8007	EP #2 GREASE	46.52	0.00
WASHTENAW COMMUNITY COLLEGE	8009	HUVACO MEMBERSHIP	85.00	0.00
Grand Total:			875,179.68	0.00

CHECK NUMBER SERIES AS OF FRIDAY, 09/10/10

Beginning #      Ending #                      Dated

PAYROLL-ACH	71085	71093	08/21/10 - 09/03/10
A/P & P/R-OTHER	84861	95033	08/28/10 - 09/10/10



# 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: 15-Sep-10  
 Due Date: 30-Sep-10  
 Service From: 01-Aug-10  
 To: 31-Aug-10

Peak Demand 23,557 kw  
 Total Energy Received 11,895,546 kWh

Area	Entitlement %	Operating and Maintenance Costs	Debt Service	Total
PROJECT 1-ENDICOTT	24.0%	413,623.93	130,330.90	543,954.83
PROJECT 2	18.0%	2,000.12	20,221.73	22,221.85
PROJECT 3	20.2%	1,659.85	6,137.62	7,797.47
PURCHASED POWER	16.6%	270,507.94		270,507.94
TRANSMISSION	30.5%	(44,128.88)	12,074.74	(32,054.14)
MISO	20.6%	6,296.49		6,296.49
SUBSTATION	34.4%	305.07	33,678.68	33,983.75
ADMINISTRATION	20.6%	29,864.78		29,864.78
MEMBER	12.9%	5,282.01		5,282.01
CAPACITY	12.9%	-		-
RATE STABILIZATION		-		-
<b>TOTAL COST</b>	\$	685,411.32	202,443.66	887,854.98
	\$/kWh	0.05762	0.01702	0.07464
<b>CREDITS</b>	\$	(11,129.83)	-	(11,129.83)
	\$/kWh	(0.00094)	0.00000	(0.00094)
<b>NET COST</b>	\$	674,281.49	202,443.66	876,725.15
	\$/kWh	0.05668	0.01702	0.07370

**Pay this amount \$ 876,725.15**

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

VENDOR APPROVAL SUMMARY REPORT

Date: 09/03/2010

Time: 10:48am

Page: 1

CITY OF MARSHALL

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
ALLSTATE WORKPLACE DIVISION	3431	POLICY #ALLMI550	785.15	0.00
BATTLE CREEK UNLIMITED, INC.	4558	SEPTEMBER	13,750.00	0.00
CALHOUN COUNTY TREASURER	7177	JULY BOR ADJUSTMENT (2009)	1,493.16	0.00
CARLETON EQUIPMENT COMPANY	7189	CANCEL #1-16658 (POWERPLAN)	0.00	0.00
COMMERCIAL OFFICE PRODUCTS	9769	UTIL KNIFE, STAMP, INK CART, PEN	178.69	0.00
CORN 2 HEAT LLC	300376	UTILITY DEPOSIT REFUND	49.64	0.00
PHILIP CRONIN	300379	UTILITY DEPOSIT REFUND	33.52	0.00
DEPARTMENT OF HUMAN SERVICES	21551	REFUND SECURITY DEPOSIT	50.00	0.00
DOUBLETREE HOTEL BAY CITY-	21761	EMPLOYEES TRAINING	459.00	0.00
CHAD JAROSZ	9707	UTILITY DEPOSIT REFUND	84.33	0.00
JIM COFFEY & SON PLUMBING&HTG	300382	PERMIT FEE REFUND	5.00	0.00
BILLY JEAN JUDGE	300380	UTILITY DEPOSIT REFUND	42.55	0.00
LARSON ENTERPRISES LLC	300374	ENERGY OPTIMIZATION	210.00	0.00
MARSHALL COMMUNITY CU	7558	2113 - TRUDEAU	1,822.59	0.00
MARSHALL PUBLIC SCHOOLS	7574	I.T. SERVICES - SEPT	1,000.00	0.00
NAPA OF MARSHALL	2939	ANTISIEZE	215.61	0.00
KATHY OGDEN	300377	UTILITY DEPOSIT REFUND	74.14	0.00
PITNEY BOWES	6899	ACCT #17848649 POSTAGE REFILL	3,000.00	0.00
SAFETYBELTSAFE USA	300381	CAR SEAT NEWS MEMBERSHIP	35.00	0.00
ELIZABETH SECKLER	300298	DEPOSIT REFUND	66.10	0.00
SIMS HEATING & COOLING	8670	PERMIT FEE REFUND	20.00	0.00
STATE OF MICHIGAN	300373	SIS TAX-SPECIAL EVENTS	714.36	0.00
STATE OF MICHIGAN	3897	RENEWAL APPLICATION	80.00	0.00
TRAVIS SUMMERS	300378	UTILITY DEPOSIT REFUND	60.86	0.00
DENNIS WINTERSTEEN	300375	REIMBURSE FOR ROOTER SRVCS	135.00	0.00
Grand Total:			24,364.70	0.00

Prescription reimbursements 116.06

Total Cash Disbursement \$24,480.76

VENDOR APPROVAL SUMMARY REPORT

Date: 09/10/2010

Time: 11:56am

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CITY OF MARSHALL

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
AD-...SOR & CHRONICLE	7557	AUGUST CHARGES	547.63	0.00
AT CONFERENCE	300385	PHONE CONFERENCING	8.20	0.00
ERASMO & SUZETTE BOCANEGRA	300370	REFUND OVERPAYMENT	3,277.06	0.00
CALHOUN COUNTY TREASURER	7177	TRAILER FEES	506,435.36	0.00
CALHOUN INTERMEDIATE	7178	2010 SUMMER PERS IFT	158,586.97	0.00
CARLETON EQUIPMENT COMPANY	7189	CANCEL #1-16658 (POWERPLAN)	0.00	0.00
KATE CHISM	300384	EXPENSE REIMBURSEMENT	3.71	0.00
COMMERCIAL OFFICE PRODUCTS	9769	LAMINATOR	771.55	0.00
MORGAN DAMRON	300388	DEPOSIT REFUND	84.46	0.00
GORDON FOOD SERVICE INC	8734	PLAYGROUND PICNIC	129.01	0.00
KELLOGG COMMUNITY COLLEGE	7507	2010 SUMMER PERS AD VAL	80,616.52	0.00
MARSHALL DISTRICT LIBRARY	8065	2010 SUMMER PERS AD VAL	72,612.38	0.00
MARSHALL PUBLIC SCHOOLS	7574	2010 SUMMER PERS IFT	432,231.36	0.00
MILLS TREE SERVICE	21793	Tree and Stump Removal 2010.03	11,789.40	0.00
NAPA OF MARSHALL	2939	FUSE TAP	40.04	0.00
PEACOCK, JESSICA	300389	DEPOSIT REFUND	60.94	0.00
REPUBLIC SERVICES #249	2096	ACCT #3-0249-1022021	516.26	0.00
RETRO-TECH SYSTEMS	300387	PERMIT FEE REFUND	5.00	0.00
JAMES SCHWARTZ	300391	MARSHALL CHAMBER OF COMMERCE	14.00	0.00
DEAN SLEEPER	300390	SCOREKEEPING	56.00	0.00
SPARTAN STORES	9656	AUGUST CHARGES	54.05	0.00
STATE OF MICHIGAN	3448	2010 SUMMER PERSONAL IFT	53,064.39	0.00
STATE OF MICHIGAN	4872	38-6004708, AUG 2010, SALES TX	39,316.32	0.00
TOM TARKIEWICZ	6019	COMMUNITY BREAKFAST	28.00	0.00
TRIBAL MANUFACTURING	217931	JULY BOR ADJ (2009)	58,632.83	0.00
Grand Total:			1,418,881.44	0.00