

CITY COUNCIL
WORK SESSION AGENDA
TOWN HALL CONFERENCE ROOM
Monday, October 18, 2010
6:00 PM – 6:45 PM

A. Continued Discussion from October 16th work session

B. Future Work Sessions

November 1, 2010
November 15, 2010
December 6, 2010
December 20, 2010

C. Future Work Session Topics

Possible Topics:

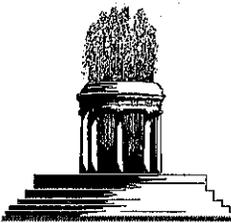
Historic District Ordinance
Council Rules
Department operations and tours
Investment Policy

D. Other Items

MARSHALL CITY COUNCIL AGENDA

MONDAY – 7:00 p.m.

OCTOBER 18, 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 – Scott Loughrige, Cross Roads Church & Ministries
- 4) PLEDGE OF ALLEGIANCE
- 5) APPROVAL OF AGENDA – Items can be added or deleted from the Agenda by Council action.
- 6) 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 & SUBSEQUENT COUNCIL ACTION
 - A. **Public Hearing - Revisions to Chapter 98: Airport and Aircraft**

City Council will hear public comment regarding the revisions to *Chapter 98: Airport and Aircraft* of the Marshall City Code.
- 10) OLD BUSINESS
- 11) REPORTS AND RECOMMENDATIONS
 - A. **AMP Solar Power Supply Agreement**

City Council will consider the recommendation to adopt the resolution and authorize the Mayor and City Clerk Treasurer to sign the Supplement to the Power Sales Agreement with AMP for 1,360 kW of solar energy.
 - B. **MDOT Extension of Agreement – Heritage Route Scenic Byways Grant**

City Council will consider the recommendation to adopt the resolution authorizing the Clerk Treasurer to sign the MDOT contract extension and extends the Professional Services Agreement with Martin Overhiser.
- 12) APPOINTMENTS / ELECTIONS
- 13) CONSENT AGENDA
 - A. **City Council Minutes**

Regular Session	Monday, October 4, 2010
Special Session	Monday, October 11, 2010
 - B. **City Bills**

Regular Purchases	\$231,763.25
Weekly Purchases – 10/01/10	\$ 22,768.60
Weekly Purchases – 10/08/10	\$191,375.28
Total.....	\$ 445,907.13

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

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

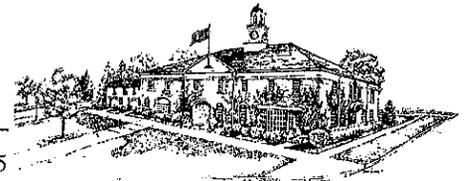
Respectfully submitted,



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 OCTOBER 18, 2010 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

FROM: Tom Tarkiewicz, City Manager

SUBJECT: Revisions to Chapter 98: Airport and Aircraft – Public Hearing

BACKGROUND: At the October 4th meeting, a public hearing was established to amend Chapter 98: Airport and Aircraft of the City. Attached is the revised Ordinance showing the proposed changes. The key revisions include:

- Composition of the Board would allow for three non-residents versus the current two non-residents.
- Allows for the opportunity to cancel a monthly meeting but the Board would still need to meet quarterly.
- The annual budget must be submitted by February 15th versus March 15th, which meets the City budget calendar.
- Allows the City Manager to hire the Airport Manager and other staff and set their compensation rather than the Airport Board.
- Establishes the Airport Board as an advisory board to provide policy and vision rather than maintenance and operations.
- Updates aircraft regulations.

RECOMMENDATIONS: After hearing comments at the public hearing, it is recommended that the City Council approve the revisions to Chapter 98: Airport and Aircraft.

FISCAL EFFECTS: None.

ALTERNATIVES: As suggested by Council.

Respectfully Submitted,


Tom Tarkiewicz
City Manager



CHAPTER 98: AIRPORT AND AIRCRAFT

Section

Airport Board

- 98.01 Created
- 98.02 Composition; appointment
- 98.03 Terms
- 98.04 Vacancies
- 98.05 Removal of members
- 98.06 Organization
- 98.07 Meetings
- 98.08 Indebtedness
- 98.09 Funds
- 98.10 Advice and assistance
- 98.11 Powers
- 98.12 Reports

Traffic Rules

- 98.25 Generally
- 98.26 Landings and take-offs
- 98.27 Traffic patters
- 98.28 Compliance with Civil Air Regulations

AIRPORT BOARD

§ 98.01 CREATED.

There is hereby created the municipality's Airport Board.
(Prior Code, § 4-11)

§ 98.02 COMPOSITION; APPOINTMENT.

(A) The Airport Board shall consist of seven members, four of whom shall be residents of the city and three who shall be either a resident of the city or of the county.

(B) One of the four city members shall be the City Manager or his or her designate.

(C) The Mayor shall appoint the other six members with Council approval.
(Prior Code, § 4-12) (Am. Ord. 01-15, passed 12-17-2001)

§ 98.03 TERMS.

(A) All appointments to the Airport Board, with the exception of the City Manager or his or her designate, shall be made for terms of three years, except when the appointment shall be made to fill an unexpired term.

(B) The Airport Board shall be considered to have taken office on October 1, 1976.

(C) After original appointment, the City Council shall, prior to October 1 of each year, appoint two members to take office on October 1 for a period of three years.

(Prior Code, § 4-13)

Charter reference:

Authority to regulate city airport, see § 2.26

§ 98.04 VACANCIES.

Vacancies on the Airport Board occasioned by removal, resignation or otherwise shall be reported to the City Council who shall make an appointment to fill the vacancy for the unexpired portion of the vacated term.

(Prior Code, § 4-14)

§ 98.05 REMOVAL OF MEMBERS.

Any member of the Airport Board, with the exception of the City Manager or his or her designate, may be removed by the City Council upon the affirmative vote of three-fifths of the Council members elect.

(Prior Code, § 4-15)

§ 98.06 ORGANIZATION.

(A) The Airport Board shall elect the Chairperson and such other officers as are necessary.

(B) The Board shall have the power to adopt rules, regulations and rules of procedure to facilitate the functioning of the Board and for the conduct of its own business. Four members of the Board shall constitute a quorum.

(Prior Code, § 4-16) (Ord. passed 3-5-1979)

§ 98.07 MEETINGS.

(A) The Airport Board shall meet at least once every three months; provided, however, that, the Chairperson may call special meetings and the Mayor shall have the power to call a special meeting of the entire Board.

(B) Complete minutes shall be kept of all business transacted at any meeting.

(Prior Code, § 4-17)

§ 98.08 INDEBTEDNESS.

Unless authorized by the City Council, the Airport Board shall not incur any obligation or indebtedness or make any expenditure of funds, not included in the annual budget, in excess of \$100.
(Prior Code, § 4-18)

§ 98.09 FUNDS.

All funds received from the operation of the airport and facilities under the control of the Airport Board shall be used by the Board for the purposes as set forth in this subchapter. Appropriations granted by the City Council also shall be used for the purposes set forth in this subchapter.
(Prior Code, § 4-19)

§ 98.10 ADVICE AND ASSISTANCE.

The professional or technical advice or assistance which shall be necessary to assist the Airport Board shall be secured, if possible, from the regular appointed officers and employees of the city. Charges shall be made to the Board for the service proportionate to the costs thereof to the city.
(Prior Code, § 4-20)

§ 98.11 POWERS.

The Airport Board shall have the following powers subject to the approval of the City Council:

(A) To construct, enlarge, improve, equip, regulate, and provide operational policy for the safe and efficient use of any airport or flying field now or hereafter owned and controlled by the city;

(B) To adopt airport field rules and rules and regulations to safeguard the public and protect the ports and landing fields and aeronautical facilities in its charge, which rules shall be consistent with and conform as nearly as may be with the regulations of the Michigan Department of Aeronautics and the Federal Aviation Administration and to determine the charges for rental or use of any property, including structures, facilities, services and lands under its control, and the terms and conditions under which the properties may be used, provided that in all cases the public is not deprived of its rightful, equal and uniform use of the property; and

(C) The Board shall have and may enforce, by law, such liens as may be provided in such cases for repairs to or improvement or storage or care of any personal property to enforce the payment of any charge and to exercise all powers necessary and incidental to the exercise of the general powers herein granted.
(Prior Code, § 4-21)

§ 98.12 REPORTS.

The Airport Board shall submit to the City Manager, no later than February 15th of each year, its proposed budget. In addition, the Board shall submit to the City Council an annual report before July 10 of each year.
(Prior Code, § 4-22)

TRAFFIC RULES

§ 98.25 GENERALLY

The traffic rules for airplanes and aircraft utilizing Brooks Field shall be as provided in this subchapter.
(Prior Code, § 4-31)

§98.26 LANDINGS AND TAKE-OFFS.

(A) Landings and take-offs shall be made into the wind on the runway most nearly aligned with the wind.

(B) When landings or take-offs are made in a direction other than as described in division (A) above, the pilot is solely responsible for determining that the operation can be completed with safety and without interference with, or disruption of, other traffic in the area. The landings and take-offs are not authorized for convenience and shall be made only for bona fide reasons such as cross-winds, take-offs and landing instruction, use of a longer runway for heavily loaded or large aircraft and the like.

(C) No landing or take-off shall be made, except at a safe distance from buildings and other aircraft.
(Prior Code, § 4-32)

§98.27 TRAFFIC PATTERN.

(A) The "Standard Traffic Pattern" (Drawing No. ST-R-108), approved by the Michigan Aeronautics Commission is hereby adopted, except that no turn shall be made after take-off in an easterly direction, until Homer Road has been reached and the aircraft has attained an altitude of at least 400 feet and it has been ascertained there will be no danger of collisions with other aircraft.

(B) When the ceiling is such that compliance with the Standard Traffic Pattern is impossible, the pattern altitudes may be reduced as necessary down to, but no lower than, an altitude in accordance with current Federal Aviation Regulations.

(C) Aircraft entering the traffic pattern shall exercise caution and courtesy so as not to cause aircraft already in the pattern to deviate from their course.
(Prior Code, § 4-33)

§98.28 COMPLIANCE WITH AVIATION REGULATIONS .

Nothing in the subchapter shall excuse the pilot from conforming to current federal and state aviation regulations.
(Prior Code, § 4-34)

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The Airport Board shall have the following powers subject to the approval of the City Council:

~~(A)~~ To construct, enlarge, improve, maintain, equip, operate and regulate, and provide operational policy for the safe and efficient use of any airport or flying field now or hereafter owned and controlled by the city;

~~(B)(A)~~ To employ an airport manager, and such other employees as it may deem necessary to fulfill its duties under this subchapter and to fix the compensation of the airport manager or other employees and the terms of employment;

~~(C)(B)~~ To adopt airport field rules and rules and regulations to safeguard the public and protect the ports and landing fields and aeronautical facilities in its charge, which rules shall be consistent with and conform as nearly as may be with the regulations laws of the Michigan State's Department of Aeronautics and the Federal Aviation Administration and to determine the charges for rental or use of any property, including structures, facilities, services and lands under its control, and the terms and conditions under which the properties may be used, provided that in all cases the public is not deprived of its rightful, equal and uniform use of the property; and

~~(D)(C)~~ The Board shall have and may enforce, by law, such liens as may be provided in such cases for repairs to or improvement or storage or care of any personal property to enforce the payment of any charge and to exercise all powers necessary and incidental to the exercise of the general powers herein granted.
(Prior Code, § 4-21)

§ 98.12 REPORTS.

The Airport Board shall submit to the City Manager, no later than March 15 February 15th of each year, its proposed budget. In addition, the Board shall submit to the City Council an annual report before July 10 of each year.
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§ 98.25 GENERALLY

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§98.26 LANDINGS AND TAKE-OFFS.

(A) Landings and take-offs shall be made into the wind on the runway most nearly aligned with the wind, or when the wind is light or calm, in a direction designated by the airport manager.

(B) When landings or take-offs are made in a direction other than as described in division (A) above, the pilot is solely responsible for determining that the operation can be completed with safety and without interference with, or disruption of, other traffic in the area. The landings and take-offs are not authorized for convenience and shall be made only for bona fide reasons such as cross-winds, take-offs and landing instruction, use of a longer runway for heavily loaded or large aircraft and the like.

(C) No landing or take-off shall be made, except at a safe distance from buildings and other aircraft. (Prior Code, § 4-32)

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(B) When the ceiling is such that compliance with the Standard Traffic Pattern is impossible, the pattern altitudes may be reduced as necessary down to, but no lower than, an altitude in accordance with current Federal Aviation Regulations Civil Air Regulations, Part 60.

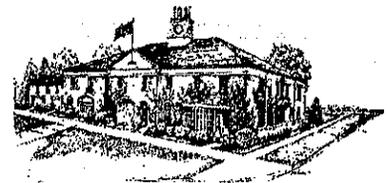
(C) Aircraft entering the traffic pattern shall exercise caution and courtesy so as not to cause aircraft already in the pattern to deviate from their course. (Prior Code, § 4-33)

§98.28 COMPLIANCE WITH AVIATION REGULATIONS CIVIL AIR REGULATIONS.

Nothing in the subchapter shall excuse the pilot from conforming to current federal and state aviation regulations §§ 60.18(a) and 60.18(e) of the Civil Air Regulations. (Prior Code, § 4-34)

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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 October 18, 2010 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and Council Members

FROM: Thomas Tarkiewicz, City Manager

SUBJECT: AMP Solar Power Supply Agreement

BACKGROUND: AMP has entered into a Purchase Power Agreement (PPA) with Standard Energy LLC for development of 300 MW of solar energy. A recommendation letter from Michigan South Central Power Agency General Manager Glen White is attached. Also, attached is the Supplement to the Master Services Agreement with AMP and a resolution approving the Standard Energy supplement. This resolution would acquire up to 1,360 kW of solar power from the project. This small purchase would again diversify the City's energy portfolio in two coal fired plants and five hydroelectric plants. In the future the City is looking at a small amount form a natural gas fired power plant.

Since the City of Marshall is a full requirements member of the Agency, MSCPA will be the City's Agent with AMP. The Supplement to the Power Supply Agreement recognizes MSCPA as the City's agent.

RECOMMENDATION: It is recommended that the City Council by adopting the resolution authorize the Mayor and the Clerk Treasurer to sign the Supplement to the Power Sales Agreement with AMP for 1,360 kW of solar energy.

FISCAL EFFECTS: Unknown at this time.

ALTERNATIVES: As suggested by Council

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Thomas Tarkiewicz', with a long, sweeping flourish extending to the right.

Thomas Tarkiewicz
City Manager





MICHIGAN SOUTH CENTRAL POWER AGENCY

720 HERRING ROAD · LITCHFIELD, MICHIGAN 49252

PHONE (517) 542-2346 · FAX (517) 542-3049

WEB SITE www.mscca.net

MEMO

To: MSCPA Board of Commissioners
From: Glen White, General Manager
Date: August 5, 2010
Subject: Solar Electric Generation

The purpose of this memo is to provide some basic information regarding the potential development of solar electric generation at our Litchfield facility, and also to discern what, if any, level of participation each of your communities may have in purchasing solar electric generation.

As you are aware, American Municipal Power (AMP) has entered into an agreement with Standard Energy, LLC, (a Virginia limited liability company engaged in the development, operation and sale of electric energy produced by solar electric facilities) to develop up to 300 MW of solar generation. Under the terms of this agreement, Standard would build and maintain the solar facilities, and the host would be responsible for supplying the land and all interconnection costs. Standard would be paid a base price per MWh as the energy is produced and also receive 1/2 of any REC's that are associated with each project. Should we proceed with a solar generation project, MSCPA members would have the first right to the project's output. If there is any additional capacity available, then other AMP members would have the right to sign up for the excess.

AMP and Standard are currently in the process of evaluating potential sites throughout the AMP member communities. On July 27th a representative from Standard Energy visited our Litchfield location and, based on his initial comments, believe that we may qualify as a viable site for the development of approximately 2 MW of solar generation. This would encompass approximately 12 acres of currently unutilized Agency property. Standard is also interested in leasing some adjoining property which is owned by the City of Litchfield, which could increase the size of this project to a total of 7 or 8 MW.

The potential value of such a project to MSCPA members is somewhat difficult to analyze. While the base cost and interconnection expenses are definable, the future value of REC's and energy market prices are less predictable. Other items to consider include political capital as well as compliance with PA 295 as it applies to both RPS and EO regulations. In the attachments provided, you will find information showing the estimated annual payments to Standard Energy. These costs would be reduced by the MISO LMP market value, which at present would cover approximately 1/2 of the Standard cost. While the potential sale of REC's in either Ohio or Michigan could provide additional income initially, there is no guarantee for future value. Also included is relative information on PA 295, Ohio's REC program, and some generic solar potential charts for our area.

In summary, I believe that Standard Energy's proposal provides a viable opportunity to add solar generation to our resource mix. As the total energy would contribute approximately 1% of the Agency's total load, minimal impact would be seen in terms of costs. I believe that significant value would be added in terms of public perception and our commitment to the environment, and would encourage your participation in this project.

RESOLUTION APPROVING STANDARD SOLAR ENERGY SCHEDULE AND
SUPPLEMENT THERETO
AND OTHER MATTERS

City of Marshall
County of Calhoun, State of Michigan

Minutes of a regular meeting of the City Council of the City of Marshall, County
of Calhoun, State of Michigan held on the ___ day of _____, 2010, at _____
o'clock, __.m., Eastern _____ Time.

PRESENT: Members

ABSENT: Members

The following preamble and resolution were offered by Member
_____ and supported by Member _____:

WHEREAS, the City of Marshall (the "City") owns and operates an electric utility
system for the sale of electric power and associated energy for the benefit of its citizens
and taxpayers; and

WHEREAS, the City is a member of the Michigan South Central Power Agency
(the "Agency"); and

WHEREAS, the City is also a member of American Municipal Power, Inc,
("AMP") (formerly American Municipal Power-Ohio, Inc.); and

WHEREAS, the City and the Agency have agreements in place under which the Agency is to supply to the City and the City is to purchase from the Agency, all bulk power needs of the City related to its municipal electric utility system; and

WHEREAS, the City and the Agency, and the Agency's other member municipalities (the "Agency Members"), acting individually and, along with other municipalities which own and operate electric utility systems, jointly, endeavor to arrange for reliable, reasonably priced supplies of electric power and energy for ultimate delivery to their customers; and

WHEREAS, AMP is an Ohio nonprofit corporation, organized to own and operate facilities, or to provide otherwise, for the generation, transmission or distribution of electric power and energy, or any combination thereof, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of its members, such members, including the City, being political subdivisions that operate municipal electric utility systems in Ohio, Michigan, Pennsylvania, Virginia and West Virginia; and

WHEREAS, the Agency, each of the Agency Members and AMP have entered into a separate Master Services Agreement (each an "MSA") under which certain services may be provided, pursuant to Schedules entered into between the Agency, an Agency Member and AMP; and

WHEREAS, the Agency and the City have determined that they can utilize additional sources of reliable and environmentally sound "green" electric capacity and energy on a long term basis at reasonable costs, and have requested that AMP arrange for

the same; and

WHEREAS, in furtherance of this purpose, AMP and Standard Energy, LLC (“Standard”), have entered into an agreement under the terms of which AMP is to purchase and Standard is to supply and sell up to 300 MW of capacity and associated energy from Solar Energy Systems (“Solar”) from solar facilities to be constructed and connected to AMP Member electric utility systems (“Solar Facilities”) for a period of thirty (30) years; and

WHEREAS, the City, through the Agency, now has the right, but not the obligation, to acquire solar capacity and energy from Solar Facilities by approval and execution of the Standard Solar Energy Schedule (the “SSES”) authorized below as well as have the potential to have a Solar Facility installed on the City’s or the Agency’s electric system; and

WHEREAS, it is necessary for the Agency to be a party to the SSES through the execution and delivery of a Supplement thereto substantially in the form on file with the City Clerk (the “Supplement”, and together with the SSES, the “Contract”); and

WHEREAS, the MSA and the Contract provide that, so long as the City and the Agency maintain their contractual agreements under which the Agency must supply and the City must purchase from the Agency all of the City’s bulk power needs, and until the Agency and the City file a notice of termination of agency with AMP, the Agency shall act as agent for the City under the Contract, and exercise and perform all rights, duties and obligations of the City thereunder, including but not limited to, the right to receive

power and energy, and the obligation to pay all Service Fees, Rates and Charges and other amounts owing by the City thereunder; provided, that in the event the Agency fails to pay on behalf of the City any amounts owing under the Contract, the City shall nevertheless be liable therefor; and

WHEREAS, the MSA and the Contract provide that any amount payable by the City thereunder shall be payable solely from the revenues of the City's municipal electric utility system as an operating expense; and

WHEREAS, in order to assure the Agency and its bondholders that there will be sufficient payments from the Agency Members to offset the costs of the Agency under the Contract, it may be necessary for the City to agree to enter into an Additional Power Purchase Agreement (the "Additional Agreement") substantially in the form of the Additional Power Purchase Agreement, (the "2002 Agreement") dated December 16, 2002 between the City and the Agency, providing that in the event the City terminates its agreement to purchase all its bulk power needs from the Agency until all outstanding bonds of the Agency are paid or defeased, the City shall nevertheless remain responsible for paying its share of the costs incurred by the Agency under the Contract, at least until such time as all bonds of the Agency are paid in full or defeased; and

WHEREAS, the proposed form of the SSES, as supplemented by the Supplement has been reviewed by this Council and this Council has been advised on the same, and the form of the 2002 Agreement has been previously reviewed by this Council and this Council has been advised on the same; and

WHEREAS, it is necessary and desirable to act upon the SSES, the Supplement, and the Additional Agreement:

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The SSES and the Supplement, drafts of which are on file with the City Clerk, are hereby approved, and the Mayor and the City Clerk Treasurer are authorized and directed, upon request of the City Manager to execute on behalf of the City a final form of the SSES and the Supplement, substantially in the form approved by this resolution with such completions and changes therein as may be necessary and approved by the City Attorney and the City Manager; provided, however, that the City's and the Agency's obligations under the Contract shall be specifically contingent upon Solar Facilities being sited in or adjacent to the City or the Agency's generating plant, and interconnected with the electric system of the Agency or the City.

2. The City, and the Agency, as agent for the City, are hereby authorized through the execution and delivery of the Contract, to (i) acquire under the Contract a Contract Amount of up to 1,360 kW, (ii) make any determinations and approvals required thereunder, if any, as the Agency and the City Manager of the City shall deem necessary and advisable; and, (iii) indicate that the Agency or the City desires to host a Solar Facility and negotiate for subsequent approval of this Council any agreements required for the Agency or the City to be a host.

3. The City Manager is authorized to include in the Contract documents related to the City's outstanding electric revenue bonds, to the extent the City Manager is

advised by the City Attorney or the City's or Agency's bond counsel that such listing is appropriate or required.

4. The Additional Agreement, in substantially the form of the 2002 Agreement, a copy of which is on file with the City Clerk, is hereby approved, and, if advised by the Agency that such action is necessary or appropriate, the Mayor and the City Clerk Treasurer are authorized and directed to execute on behalf of the City a final form of the Additional Agreement substantially in the form approved by this resolution with such completions and changes therein as may be necessary and approved by the City Attorney and the City Manager.

5. As provided in the form of the Contract and the MSA, the City appoints the Agency as its agent for all purposes under the Contract, unless and until the City and the Agency file a termination of agency with AMP as provided in the Supplement.

6. If any section, subsection, paragraph, clause or provision or any part thereof of this resolution shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this resolution shall be unaffected by such adjudication and all the remaining provisions of this resolution shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

8. This resolution shall take effect at the earliest date allowed by law.

AYES: Members

NAYS: Members

RESOLUTION DECLARED ADOPTED.

Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on _____, 2010, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Clerk

18,383,687.1\060539-00004
DRAFT 09/16/10 4:43 PM

SUPPLEMENT
Among
AMERICAN MUNICIPAL POWER, INC.
And
THE CITY OF MARSHALL, MICHIGAN
And Its Agent,
MICHIGAN SOUTH CENTRAL POWER AGENCY
To
STANDARD SOLAR ENERGY SCHEDULE
To
AMERICAN MUNICIPAL POWER, INC.
And
MICHIGAN SOUTH CENTRAL POWER AGENCY
And
THE CITY OF MARSHALL, MICHIGAN

MASTER SERVICES AGREEMENT
AMP CONTRACT NO. C-12-2005-4629

Dated as of September 1, 2010

THIS SUPPLEMENT TO STANDARD SOLAR ENERGY SCHEDULE (the “Supplement”), dated as of September 1, 2010 relates to the STANDARD SOLAR ENERGY SCHEDULE (the “SSEC” and together with this Supplement, the “Contract”) relates to the Master Solar Energy Power Purchase and Sale Agreement, dated June 1, 2010 between American Municipal Power, Inc. and Standard Energy, LLC (“Standard Energy”), for the purchase of up to 300 MW of solar capacity and associated energy (the “Solar Contract”) from solar facilities to be located in and/or interconnected with AMP member municipalities (“Solar Facilities”), and is made and entered into among American Municipal Power, Inc. (“AMP”) an Ohio corporation not for profit, on the one hand, and the CITY OF MARSHALL, Michigan (the

“Participant”) and the Michigan South Central Power Agency (“MSCPA”), a public body politic and corporate organized and existing under Act 448, Public Acts of Michigan, 1976, as amended, as agent for the Participant, on the other hand.

WITNESSETH:

WHEREAS, MSCPA, Participant and AMP (formerly American Municipal Power-Ohio, Inc.) have entered into a Master Services Agreement (AMP Contract No. C-12-2005-4629) (hereinafter, “MSA”) under which certain services may be provided, pursuant to Schedules entered into between MSCPA, Participant and AMP; and

WHEREAS, AMP and the Participant are entering into the SSEC relating to the sale by AMP and the purchase by the Participant of power and energy available under the Solar Contract; and

WHEREAS, the Participant is a member of MSCPA and coordinates with, and receives all of its power supply needs from, MSCPA; and

WHEREAS, the Participant and the other PSC Participants that are members of MSCPA, being the Cities of COLDWATER, HILLSDALE AND MARSHALL, and the Villages of CLINTON AND UNION CITY, each of which is a political subdivision of the State of Michigan (the “MSCPA Municipalities”), have established and entered into contracts with MSCPA to allow the MSCPA Municipalities to manage risks and to more economically arrange for the purchase and transmission of reliable power supply; and

WHEREAS, it is necessary for MSCPA to be a party to the SSEC through the execution and delivery of this Supplement:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and among the parties hereto as follows:

SECTION 1. Definitions and Explanations of Terms. As used herein all capitalized terms not defined herein shall have the meanings ascribed thereto in the MSA and the SSEC

SECTION 2. MSCPA as Agent for the Participant. This Supplement, and a similar Supplement with the other MSCPA Municipalities, shall be entered into by AMP, each respective MSCPA Municipality and MSCPA, as agent for the MSCPA Municipalities. The Participant hereby appoints, for the duration of the term of the Contract, MSCPA as its agent for purposes of exercising and performing all of its rights, duties and obligations thereunder. In furtherance of the same, MSCPA shall exercise and perform all rights, duties and obligations of the Participant under the Contract, including but not limited to, the right to receive power and energy, the right to designate Points of Delivery and Secondary Points of Delivery, the right to direct AMP with respect to sales of power and energy on behalf of the Participant, and the obligation to pay all Service Fees, Rates and Charges and other amounts owing thereunder by the Participant. The Contract is not intended to supersede the provisions of the contractual arrangements between the Participant and MSCPA with respect to the obligation of MSCPA to provide, and of the Participant to purchase from MSCPA, all of the Participant's bulk power needs. In the event AMP fails to receive any payment when due from MSCPA under the Contract, AMP shall immediately notify MSCPA and the Participant of such failure, and shall immediately send an invoice to Participant showing its share of any payment which AMP has failed to receive, and Participant shall promptly pay, but only from the sources and with the priority specified in the Section 11.10 of the MSA, such share of the unpaid amounts; provided, however, that neither failure of AMP to send, nor of Participant or of MSCPA to receive, such

notice or invoice shall relieve Participant of its obligation to make any payments required under the SSEC.

Notwithstanding anything in the preceding paragraph, (i) no amendment to the Contract shall be effective without the authorized signature of each of the Participant and MSCPA, and (ii) in the event that each of MSCPA and the Participant execute and deliver to AMP a Notice of Termination of Agency terminating the agency relationship established hereunder between MSCPA and the Participant, thereafter the Participant shall exercise and perform, for and on its own behalf, all of its rights, duties and obligations under the SSEC, and MSCPA shall be released from any duties and obligations thereunder.

SECTION 3. Source of Payments by MSCPA. The payment obligations of MSCPA under the Contract are in accordance with the provisions of Section 11.10 of the MSA, and MSCPA's obligations are payable solely from those revenues of its system established for the provision of power and energy to the MSCPA Municipalities, which revenues are paid to MSCPA by the Participant and the other MSCPA Municipality therefor; provided, however, that until the outstanding bonds of MSCPA are paid or defeased in full, the obligations of MSCPA under the Contract are subject to the provisions of MSCPA's Power Supply System Revenue Bond Resolution, adopted August 23, 1979, as amended and supplemented to the date hereof (the "Bond Resolution"). For purposes of the Bond Resolution, the payment obligations of MSCPA shall constitute Operating and Maintenance Costs of MSCPA. In the event that any time MSCPA is prohibited from paying to AMP any amounts owing by MSCPA to AMP under the Contract as a result of any provision of the Bond Resolution, MSCPA's agency on behalf of the Participant under the Contract shall immediately be suspended, and MSCPA shall return any

moneys previously paid to MSCPA by the Participant hereunder which have not been paid to AMP, for payment by the Participant to AMP. The suspension of the agency of MSCPA shall be continued until each of AMP, the Participant and MSCPA agree that all disabilities of payment by MSCPA to AMP under the Bond Resolution have been resolved.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplement to Power Sales Contract to be executed by their proper officers respectively, being thereunto duly authorized, and their respective corporate seals, if any, to be hereto affixed.

AMERICAN MUNICIPAL POWER, INC.

[Seal]

By _____
Marc S. Gerken, P.E.
President/CEO

Approved as to form:

John W. Bentine
General Counsel

CITY OF MARSHALL, MICHIGAN

[Seal]

By _____ **Title: Mayor**
Bruce R. Smith

By _____ **Title: Clerk Treasurer**
Sandra Bird

MICHIGAN SOUTH CENTRAL POWER AGENCY

By: _____
Glen White
General Manager

Approved as to form:

Miller, Canfield, Paddock and Stone, P.L.C., General Counsel

By: _____
Jerry T. Rupley

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 October 18, 2010 – City Council Meeting

TO: Honorable Mayor and City Council

FROM: Tom Tarkiewicz, City Manager
Martin Overhiser, Planning Consultant

SUBJECT: MDOT Extension of Agreement - Heritage Route Scenic Byways
Federal Grant

BACKGROUND: In anticipation of the 2006 second Byways Grant being released, the following resolution was passed by City Council on July 6, 2009:

***RESOLVED** that the October 16, 2006 agreement between the City and the Marshall Historical Society for museum improvements with money from a second National Scenic Byways Grant is extended to June 30, 2012, and*

***FURTHER RESOLVED** that the July 1, 2003 agreement between the City and Martin Overhiser is extended to June 30, 2012 with fees paid to Overhiser not exceeding \$5,000 in any one-budget year.*

The Federal Highway Administration and Michigan Department of Transportation have finally released funds from the grant. Therefore, the agreement between the City and MDOT needs to be extended from January 8, 2007 to June 30, 2013. It would also be appropriate to extend the agreements with the Historical Society and consultant Martin Overhiser to this same date (June 30, 2013). See resolution below.

Michigan Avenue from East Drive to Plum/Cherry is a State Historic Heritage Route called "Marshall's Territorial Road". This State designation qualifies the City to seek National Scenic Byways Grants. The purpose of these grants is to enhance the City's Heritage Route and promote tourism. A grant request was submitted in 2002 and awarded in 2003. The federal portion of the first project was \$334,000. A 20% local match was required. This \$84,000 local portion was made up of \$34,500 in cash provided by the Marshall Historical Society and \$49,500 in donated time. The first byways grant funded route promotion (\$28,000), an education program (\$6,000) and museum improvements (\$334,500).

In December 2005 Council authorized the submission of a second Byways Grant. In the fall of 2006 the City was advised that the \$400,000 federal grant request was approved. For the second grant project, over \$80,000 worth of donated volunteer time will be combined with \$400,000 federal and \$20,000 Historical Society cash to make this a \$500,000 enhancement of our local historic resources. The following budget items have been established for the second grant:



- Museum improvements to the Honolulu House, Capitol Hill School and GAR Hall (\$367,000)
- Heritage Route promotion, marketing and history interpretive programs (\$133,000)

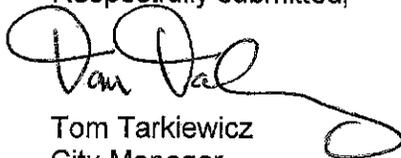
After several delays by MDOT and FHWA reviewers the City was allowed to spend \$24,000 for the completion of detailed plans, specifications and cost estimates. The funds for the balance of the second grant have now been released (\$400,800 Federal plus \$75,200 Local for a total \$476,000).

The project administrator (Martin Overhiser) coordinates the advisory committees, volunteers, selection of consultants and contractors, supervision of various work projects, processing of invoices and preparation of quarterly reports to Michigan Department of Transportation (MDOT). Again, donations by community members, professional volunteers, Chamber staff, Main Street staff and Historical Society staff will help make the project possible. The Planning Commission is responsible for reviewing the implementation of the City's Heritage Route Plan.

RECOMMENDATION: It is recommended that the Council adopt the attached resolution which authorizes the Clerk Treasurer to sign the MDOT contract extension and extends the Professional Services Agreement with Martin Overhiser.

FISCAL EFFECTS: The Historical Society Contract will facilitate the flow of federal money through MDOT to the City for funding improvements to the Honolulu House, GAR Hall and Capitol Hill School. The City must follow all federal and state requirements and administer the grant. A project administrator is required and some City Clerk/Treasurer staff time will be used to process and account for all expenses. City purchasing policies will be followed. Funds for the project administrator will come from the community development budget of \$5,000 per year. The City expenditures will be used as part of the 20% local match.

Respectfully submitted,



Tom Tarkiewicz
City Manager

CITY OF MARSHALL, MICHIGAN
RESOLUTION #2010-

WHEREAS the October 16, 2006 agreement between the City and the Marshall Historical Society for museum improvements with money from a second National Scenic Byways Grant is extended to June 30, 2013, and

WHEREAS the October 16, 2006 agreement between the City and Martin Overhiser is extended to June 30, 2013, and

WHEREAS the attached contract between the Michigan Department of Transportation and the City of Marshall amending Contract No. 2001-0357 to extend the Contract to June 30, 2013,

THEREFORE BE IT RESOLVED that the City Clerk -Treasurer be authorized to sign the contract extension on behalf of the City of Marshall.

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 October 18, 2010 and that said meeting was conducted and that the minutes of said meeting were kept and will be or have been made available.

Sandra Bird, Clerk-Treasurer

MICHIGAN DEPARTMENT OF TRANSPORTATION
CITY OF MARSHALL
AMENDMENT

THIS AMENDATORY CONTRACT is made and entered into this date of _____ by and between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," and City of Marshall, hereinafter referred to as the "CITY," for the purpose of amending Contract No. 2007-0357, dated January 8, 2007, hereinafter referred to as the "CONTRACT."

WITNESSETH:

WHEREAS, the CONTRACT provides for transportation planning related services to support the City of Marshall Heritage Route activities; and

WHEREAS, the parties desire to extend the CONTRACT term to provide sufficient time for the CITY to perform the services;

NOW, THEREFORE, the parties agree that the CONTRACT be and that the same is amended as follows:

1. In order to extend the term of the CONTRACT by Eighteen (18) month(s), Section 22 of the CONTRACT is amended to read as follows:

"22. This Contract will be in effect from January 8, 2007 through June 30, 2013. AUTHORIZATIONS will not be issued in the final year of this Contract. The time of performance of any given assignment will be as set forth in the related AUTHORIZATION; however, an AUTHORIZATION cannot extend beyond the expiration of this Contract."
2. All other provisions of the CONTRACT, except as herein amended, remain in full force and effect as originally set forth.
3. The CITY waives any and all claims it has or may have against the DEPARTMENT that arise out of the need to amend and/or extend the CONTRACT.

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

IN WITNESS WHEREOF, the parties have caused this Amendatory Contract to be awarded.

CITY OF MARSHALL

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

CALL TO ORDER

IN REGULAR SESSION Monday, October 4, 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, Mankerian, Metzger, Miller, Mayor Smith, Traver, and Williams.

Also Present: City Manager Tarkiewicz

Absent: None.

INVOCATION/PLEDGE OF ALLEGIANCE

Kris Tarkiewicz of Family Bible Church gave the Invocation and Mayor Smith led the Pledge of Allegiance.

APPROVAL OF THE AGENDA

Moved Williams, supported Dyer, to approve the agenda with the addition of Item 11C Set Public Hearing for Rental Rehab Grant and add Dave Phaner under Presentations. On a voice vote: **MOTION CARRIED.**

PRESENTATIONS AND RECOGNITION

Dave Phaner provided a recap of the 9th Annual Conservation Day and provided information for the Brooks Nature Area Open House on October 9, 2010 from 1:00 - 4:00 p.m.

Ken Struble spoke on behalf of George Strander, candidate for Probate Court Judge.

Mike Jaconette spoke of his candidacy for Probate Court Judge.

INFORMATIONAL ITEMS

None.

PUBLIC COMMENT ON AGENDA ITEMS

None.

PUBLIC FORUM

A. Public Forum - Medical Marihuana:

Mayor Smith opened the public forum to hear public input regarding the Michigan Medical Marihuana Act of 2008. Information provided at this forum will be considered by the City Council and Staff in drafting a City Ordinance regulating Medical Marihuana.

Jerry Clifton of 15766 171/2 Mile Road doesn't feel the City should allow Marihuana to be sold in the City.

Hearing no further comment the forum was closed.

OLD BUSINESS

None.

REPORTS AND RECOMMENDATIONS

A. CCCDA Intergovernmental Agreement - MERS Pension Obligation:

Moved Dyer, supported Miller, to authorize the City Manager to sign the Calhoun County Consolidated Dispatch Authority Intergovernmental Agreement regarding MERS Funding Obligations. On a roll call vote – ayes: Dyer, Mankerian, Metzger, Miller, Mayor Smith, Traver, and Williams; nays: none. **MOTION CARRIED.**

B. Storm Sewer Study - North Mulberry Street and Union Street:

Moved Williams, supported Traver, to accept the proposal from FTCH for the study of the drainage system affecting the intersection of N. Mulberry Street and Union street for the not to exceed cost of \$8,700 and allow City Staff to negotiate an amendment to this proposal to investigate the storm sewer problem at the intersection of Allen Road and O'Keefe Road. On a roll call vote – ayes: Mankerian, Metzger, Miller, Mayor Smith, Traver, Williams, and Dyer; nays: none. **MOTION CARRIED.**

C. Set Public Hearing - Rental Rehabilitation Grant:

Moved Williams, supported Dyer, to schedule a public hearing for Monday, November 1, 2010 to hear public comment regarding the proposed application for a Rental Rehabilitation Grant.

APPOINTMENTS / ELECTIONS

A. Local Development Finance Authority Appointment:

Moved Williams, supported Metzger, to approve the appointment of J.P. Walters of Walters Dimmick Petroleum to the Local Development Finance Authority with a term expiring on June 3, 2013. On a voice vote - **MOTION CARRIED.**

CONSENT AGENDA

Moved Miller, supported Williams, to approve the consent agenda as presented:

- A. Scheduled a Public Hearing for October 18, 2010 to receive comments regarding the revisions to Chapter 98: Airport and Aircraft of the Marshall City Code;
- B. Approve a permanent Traffic Control Order to erect "No Parking" signs on the west side of Madison Street between Mansion Street and Prospect Street;
- C. Approve the recommendation to authorize the Mayor and the Clerk to sign the Supplement to the Power Sales Agreement with AMP for 1,180 kW of hydroelectric energy;
- D. Approve minutes of the City Council Regular Session held on Monday, September 20, 2010;
- E. Approve city bills in the amount of \$3,815,413.94.

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

PUBLIC COMMENT ON NON-AGENDA ITEMS

Becky Rocho, County Commissioner, provided an update to the Council regarding County issues.

Jerry Clifton, of 15766 17 ½ Mile Road, commented on the Rental Rehab Grant and the process of appointing the Clerk and the City Assessor.

City Attorney Beardslee clarified some comments on the Rental Rehab Grant and commented on the Michigan Medical Marihuana Forum.

COUNCIL AND MANAGER COMMUNICATIONS

Council Member Miller encouraged people to attend the Alternative Education Open house.

Council Member Williams reminded members of the joint meeting at the City of Albion on Monday, October 11th.

Council Member Dyer spoke in favor of the Forum held for comment on Medical Marihuana and requested a comment written by Judge O'Connell be placed in to the record of this meeting. This helps identify how poorly the law is written.

"Defense counsel was particularly concerned that the law was not specific enough for him to advise his clients on both the strictures of the MMMA and the ramifications of certain provisions. The prosecuting attorney

noted that he was unable to advise municipalities, townships, police, and others regarding whether particular conduct was permitted or prohibited under the act. More generally, in the absence of clear direction from the appellate courts, many citizens believe that the MMMA supports and legitimizes the marijuana business."

ADJOURNMENT

The meeting was adjourned at 8:30 p.m.

Bruce R. Smith, Mayor

Sandra Bird, Clerk-Treasurer

CALL TO ORDER

IN SPECIAL JOINT SESSION Monday, October 11, 2010 at 7:00 P.M. in Council Chambers of Albion City Hall, 112 West Cass Street, Albion, MI, the Marshall City Council was called to order by Mayor Smith.

ROLL CALL

Roll was called:

Present: Council Members: Dyer (arrived at 7:10 p.m.), Mankerian, Metzger, Miller, Mayor Smith, Traver, and Williams.

Also Present: City Manager Tarkiewicz

Absent: None.

Jeff Troyer, Calhoun County Central Dispatch Authority Director, presented future funding options for the Authority.

ADJOURNMENT

The meeting was adjourned at 8:40 p.m.

Bruce R. Smith, Mayor

Sandra Bird, Clerk-Treasurer

VENDOR APPROVAL SUMMARY REPORT

Date: 10/13/2010

Time: 10:17am

Page: 1

CITY OF MARSHALL

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
AIRGAS GREAT LAKES	4902	CYLINDER RENTAL	72.85	0.00
ALERT EMERGENCY EQUIPMENT	217874	LIGHTS FOR POLICE CAR	1,827.75	0.00
ALEXANDER CHEMICAL CORPORATION	7024	DEPOSIT FEE REFUND	2,675.00	0.00
ALTA EQUIPMENT COMPANY	3857	RACK FRAME	459.07	0.00
ARROW ENERGY	5884	AV FUEL	8,854.12	0.00
ARROW UNIFORM	6839	CUST #010198-01	634.50	0.00
ATCO INTERNATIONAL	300353	AIR-SAN	125.40	0.00
AUTO VALUE MARSHALL	21340	#321 FILTER KIT	1,573.50	0.00
B.M.I.	300403	POWERWASH, CAULK @ PSB	540.00	0.00
BATES TRACTOR & EQUIPMENT	7082	FUEL CAP	74.93	0.00
BATTERIES PLUS	6532	BATTERY	132.99	0.00
BEAVER RESEARCH CO	8357	KLEEN & GLOW	84.75	0.00
BUILDING RESTORATION INC	7150	CITY HALL EXTERIOR PAINTING	22,355.00	0.00
C & C LANDFILL	110	CEMETERY CLEANUP	235.00	0.00
CARLETON EQUIPMENT COMPANY	7189	CANCEL #1-16658 (POWERPLAN)	0.00	0.00
CB HALL ELECTRIC COMPANY	3387	MH PARKING LOT LIGHTS	385.00	0.00
CENTRAL MICHIGAN KENWORTH FORD	217836	RADIATOR HOSE	49.27	0.00
CITGO	3724	FLEET #132271610	8,302.75	0.00
CLASSIC DRY CLEANING&TAILORING	5975	CLEANING, LAUNDRY	287.80	0.00
CONTRACTORS EQUIPMENT & SUPPLY	7256	#726 PULLEY FLAT IDLER	38.55	0.00
CORPORATE CLEAN INC	217897	GENERAL CLEAN, WINDOWS, BAGS	1,624.00	0.00
COURTNEY & ASSOCIATES	7259	SEPTEMBER SERVICES	250.00	0.00
CRYSTAL FLASH ENERGY	6176	FUEL	1,268.47	0.00
D & D MAINTENANCE SUPPLY	7271	CARPETMASTER 215 VAC	887.92	0.00
DADOW POWER EQUIPMENT	7277	#708 HRDWE TO INSTLL PULLEY	183.20	0.00
DARLING ACE HARDWARE	7281	DUCT TAPE	153.02	0.00
DIXON ENGINEERING, INC.	7307	Water Tower Painting Construct	5,875.00	0.00
DORNOS SIGN & SAFETY	6378	STREET SIGNS	361.24	0.00
DUKE'S SALES & SERVICE INC	7318	2010 Sewer Treatment	8,590.77	0.00
EJUSTICE SOLUTIONS LLC	300114	NOVEMBER RMS	1,000.00	0.00
EMERGENCY VEHICLE SERVICES INC	3896	#12-32 INSPECTION & SERVICE	6,172.24	0.00
PASTENAL COMPANY	5789	#1 PUMP REPAIR	22.42	0.00
GOVERNMENT FINANCE OFFICER	7398	SANDRA BIRD #300148971	170.00	0.00
HD SUPPLY FACILITIES MAINT	9781	MOTOR, DRUM, TOILET SEAT, ETC	185.80	0.00
HERMANS MARSHALL HARDWARE	7446	KEYS - PEACE PARK	63.94	0.00
HIGLEY'S TREE SERVICE	6215	REMOVE 2 FALLEN LIMBS	925.00	0.00
HYDRO DYNAMICS INC	7655	CONTROL RELAYS	479.42	0.00
J & K PLUMBING SUPPLY	3351	VALVE FOR BYPASS	142.61	0.00
JACKSON TRUCK SERVICE	7495	STROBE LIGHT	90.59	0.00
JIMMY'S JOHNS	4235	BROOKS AIRFIELD	106.00	0.00
JS BUXTON	8962	CHEMICAL INVENTORY	1,143.00	0.00
JUSTICE FENCE	7498	POSTS FOR PARKING METERS	448.20	0.00
K & H CONCRETE CUTTING INC	5202	CORES FOR PARKING METERS	1,365.00	0.00
K-MART	7501	SEPTEMBER CHARGES	48.33	0.00
KENDALL ELECTRIC INCORPORATED	7511	VARIABLE FEED DRIVE	1,498.99	0.00
LANCASTER TRACTOR & EQUIPMENT	4491	Leaf loader repair	44,615.52	0.00
LARRY'S FLOOR COVERING	7530	PAINT - LESS SALES TAX	247.78	0.00
LAWSON PRODUCTS	6497	NYLON INSUL	62.03	0.00
LEWEY'S SHOE REPAIR	7538	BOOTS FOR CURT CROW	199.99	0.00
LTAP-MTU	4576	SIGN TRAINING ONLINE	20.00	0.00
MAIL MANAGEMENT INC	8518	SRVC CNTCT 11/15/10-11/14/11	770.00	0.00
MARSHALL AREA	4674	MEMBERSHIP INVESTMENT	682.50	0.00
MARSHALL CUTTING EDGE LAWCARE	7270	FIELD MOWING	1,920.00	0.00
MARSHALL FIREFIGHTERS ASSOC	7562	1/3 OF FIRE HANGER CALENDARS	592.76	0.00
MARSHALL LUMBERTOWN	7569	SAND FOR PARKING METERS	53.23	0.00
MARSHALL TIRE	3771	#304 TIRES MOUNT & BALANCE	736.99	0.00
MC&E ELECTION SOURCE	3174	ELECTION SUPPLIES/SOFTWARE	720.00	0.00
MEL'S ALLSPORT	719	HAUNTED TRAIL ARTWORK	265.00	0.00
MICHIGAN ASSOCIATION OF	7617	JAMES SCHWARTZ-MEMBERSHIP	100.00	0.00
MICHIGAN DOWNTOWN ASSOC	300093	2010-2011 MEMBERSHIP DUES	200.00	0.00
MSC INDUSTRIAL SUPPLY CO	6831	STEEL WIRE, PH BUFFER SOLUTION	36.37	0.00
MUNICIPAL SUPPLY CO.	7701	CURB BOX, VALVE BOX RISERS	817.47	0.00
MWEA	2006	EGNATOR--MEMBERSHIP DUES	53.00	0.00
NAPA OF MARSHALL	2939	#322 NOSE CLAMP	30.39	0.00
NYE UNIFORM COMPANY	7733	SHIRTS, PANTS, BELT	3,372.26	0.00
OERTHERS	21127	GRASS SEED, MILORGANTE	115.59	0.00
MARTIN OVERHISER	5181	SUPERVISORY SKILL BUILDING	1,872.50	0.00

VENDOR APPROVAL SUMMARY REPORT

Date: 10/13/2010

Time: 10:17am

Page: 2

CITY OF MARSHALL

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
POWER LINE SUPPLY	7821	STRAIN INSULATOR	43,483.83	0.00
PRECISION LAWN CARE	300237	MOW & TRIM	600.00	0.00
PVS TECHNOLOGIES	7797	CHEMICALS	5,655.43	0.00
QUALITY ENGRAVING SERVICE	7800	UPS SHIPPING CHGS	9.76	0.00
RAMCO ENGINEERING CO	300428	RPR & RETURN BROKEN BALL	125.00	0.00
ROE-COMM., INC	8198	MINITOR V	2,759.00	0.00
THE SALT STORE	9327	PELADOW	4,112.64	0.00
SGS	3952	ANALYSES OF PETROLEUM PROD	160.00	0.00
SOLOMON CORPORATION	6144	300 KVA TRANSFORMER	11,675.00	0.00
STANDARD PRINTING & OFFICE	7903	BUSINESS CARDS	3,051.17	0.00
STANTEC CONSULTING MICHIGAN	9713	2010 Bridge Inspection	3,200.00	0.00
STATE OF MICHIGAN	300238	SEX OFFENDER REGISTRATION	695.00	0.00
STATE OF MICHIGAN-MDOT	300084	AIRPORT WEATHER - 3RD QTR	718.50	0.00
THE JETRA GROUP INC	6958	EXPANSION/RECROWN FIELDS AT AT	15,975.00	0.00
WELLS EQUIPMENT	8017	WIPER ARM & BLADE	36.15	0.00
WIL-MAC SALES AND SERVICE	8029	RPR FLOOR DRAINS	260.00	0.00
Grand Total:			231,763.25	0.00

CHECK NUMBER SERIES AS OF FRIDAY, 10/15/10

Beginning # Ending # Dated

PAYROLL-ACH	71108	71112	10/02/10 - 10/15/10
A/P & P/R-OTHER	85228	85393	10/02/10 - 10/15/10

VENDOR APPROVAL SUMMARY REPORT

Date: 10/01/2010

Time: 10:31am

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CITY OF MARSHALL

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
BATTERIES PLUS	6532	BATTERY	-6.50	0.00
BATTLE CREEK UNLIMITED, INC.	4558	OCTOBER	13,750.00	0.00
BROADSTRIPE	3293	ACCT #198-177805	32.97	0.00
CARLETON EQUIPMENT COMPANY	7189	CANCEL #1-16658 (POWERPLAN)	0.00	0.00
DEREK CHISM	300411	EMT CLASS REIMBURSEMENT	1,048.01	0.00
COMMERCIAL OFFICE PRODUCTS	9769	STAPLES, ENVELOPES, PAPER, ETC	984.54	0.00
CONSUMERS ENERGY	8560	1000 0033 5602	481.90	0.00
SHIRLEY COOK	2762	SISTER CITY REIMBURSEMENT	393.95	0.00
JAMES R DEVENEY	300006	MECHANICAL INSPECTOR PAY	160.00	0.00
THE FLOWER HAUS	7371	SISTER CITY REIMBURSEMENT	50.50	0.00
LEE FRIEND	6059	EXPENSE REIMBURSEMENT	9.51	0.00
DARYL GANO	8148	ELECTRICAL INSPECTOR PAY	637.25	0.00
GRIFFIN PEST SOLUTIONS	6272	200 3 SPRUCE ST	42.00	0.00
JOHN GROSS	300013	PLUMBING/MECH INSPECTOR PAY	433.75	0.00
TRACY HALL	6028	BAKED GOODS/SUPRVSR TRNG	14.00	0.00
MARY HILDERBRAND	300412	CEMETERY LOTS	300.00	0.00
DALE HOLMES	6072	BOOT REIMBURSEMENT	84.99	0.00
LIFE ENHANCING PROGRAMS	2010	INTEGRITY - TIM EGGLESTON	25.00	0.00
MARSHALL CARRIAGE CO	300410	SISTER CITY REIMBURSEMENT	180.00	0.00
MARSHALL COMMUNITY CU	7558	2113 - TRUDEAU	1,137.92	0.00
MARSHALL PUBLIC SCHOOLS	7574	OCTOBER I.T. SERVICES	1,000.00	0.00
CITY OF MARSHALL	7595	petty cash reimbursement	24.65	0.00
MEDLER ELECTRIC COMPANY	7604	LONG PVC COUPLING	1,050.63	0.00
NAPA OF MARSHALL	2939	#109 1995 FORD TRUCK HANDLE	18.78	0.00
PAULA TUCKER CATERING	8129	SISTER CITY REIMBURSEMENT	156.00	0.00
CANDICE PUTNAM	3189	SISTER CITY REIMBURSEMENT	52.50	0.00
CYNTHIA STANCZAK	21165	RPLC CK #74917	62.59	0.00
THOMAS STREET III	300409	REFUND DEPOSIT	79.66	0.00
TOWN & COUNTRY SPORTS CENTER	6183	RIDER'S EDGE CLASS-PHILPOT	300.00	0.00
TERI TRUDEAU	6010	EXPENSE REIMBURSEMENT	135.00	0.00
ALISON YARGER	300288	EXPENSE REIMBURSEMENT	54.00	0.00

Grand Total: 22,693.60 0.00

Prescription Reimbursements: 75.00

Grand Total: 22,768.60

VENDOR APPROVAL SUMMARY REPORT

Date: 10/08/2010
 Time: 9:42am
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CITY OF MARSHALL

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
AD-VISOR & CHRONICLE	7557	SEPTEMBER CHARGES	563.02	0.00
MONICA BARTON	300413	REFUND OVERPAYMENT	10.00	0.00
ERIC BRYAN	300417	REFUND DEPOSIT	56.65	0.00
CALHOUN COUNTY TREASURER	7177	09/16/10--09/30/10 PERS AD VAL	63,016.66	0.00
CALHOUN INTERMEDIATE	7178	09/16/10--09/30/10 PERS AD VAL	17,313.47	0.00
CARLETON EQUIPMENT COMPANY	7189	CANCEL #1-16658 (POWERPLAN)	0.00	0.00
JERRY CLIFTON	21760	REFUND TAX OVERPAYMENT	446.61	0.00
COLDWELL BANKER	9608	REFUND TAX OVERPAYMENT	1,241.46	0.00
COMMERCIAL OFFICE PRODUCTS	9769	INK CARTS, CLEANER, FLAGS, ETC	356.87	0.00
CULLIGAN	736	ACCT #1155180	28.00	0.00
GIESE, PAUL	300422	REFUND DEPOSIT	12.54	0.00
SHARON HEXIMER	300426	REFUND DEPOSIT	48.39	0.00
AMANDA KALKOWSKI	21099	REFUND OVERPAYMENT	114.81	0.00
KELLOGG COMMUNITY COLLEGE	7507	09/16/10--09/30/10 PERS AD VAL	10,262.24	0.00
KEMA INCORPORATED	300427	EO AUDIT	215.00	0.00
AMY KLUNGLER	300414	REFUND OVERPAYMENT	7.90	0.00
JOSH LANKERD	2321	EXPENSE REIMBURSEMENT	352.80	0.00
MARSHALL DISTRICT LIBRARY	8065	09/16/10--09/30/10 PERS AD VAL	9,242.85	0.00
MARSHALL PUBLIC SCHOOLS	7574	09/16/10--09/30/10 AD VAL	48,395.41	0.00
MARSHALL ROTARY CLUB	7575	EXTRA AD FOR OCT 2011 EDITION	25.00	0.00
AMANDA MILLER	300418	DEPOSIT REFUND	68.02	0.00
MICHAEL & GINA MUDREY	21182	REFUND OVERPAYMENT	89.48	0.00
NAPA OF MARSHALL	2939	BED MAT	85.84	0.00
REPUBLIC SERVICES #249	2096	ACCT #3-0249-1022021	516.26	0.00
BEVERLY RINE	300415	REFUND OVERPAYMENT	50.59	0.00
HILLARY SIDNAM	300419	REFUND DEPOSIT	62.99	0.00
STAPLES	8291	7972 3200 0007 4618	25.57	0.00
STATE OF MICHIGAN	4872	38-6004708, SEP 2010, SLS TAX	37,086.17	0.00
ARNOLD & LUCY STUCKY	300424	REFUND--MACKINAC TRIP	1,378.00	0.00
CHERYL SWANSON	300367	REFUND OVERPAYMENT	59.14	0.00
MARSHA WADE	300416	REFUND OVERPAYMENT	16.90	0.00
JACK WATSON	2776	REFUND OVERPAYMENT	46.84	0.00
WEATHERVANE TERRACE INN	300425	HOTEL FOR SEMINAR	49.98	0.00
SANDI & GRACE WEISO	300423	REFUND DEPOSIT	73.37	0.00
ZEBOLSKY, MICHAEL & TAMARA	300421	REFUND TAX OVERPAYMENT	0.25	0.00
Grand Total:			191,319.08	0.00

Prescription Reimbursements 56.20

Cash Disbursements Total \$191,375.28