



MARSHALL CITY COUNCIL AGENDA

MONDAY – 7:00 P.M.

JUNE 6, 2011

- 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) PUBLIC COMMENT ON AGENDA ITEMS – Persons addressing Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of five (5) minutes on any agenda item.
- 7) CONSENT AGENDA

A. Chain of Command Appointments

City Council will receive for information the FY 2012 Administrative Chain of Command Appointments.

B. Schedule Public Hearing – Resolution Adopting an SRF Project Plan

City Council will consider the recommendation to establish a public hearing for Monday, June 20, 2011 for a resolution adopting the final project plan for the wastewater treatment and collection system improvements and designating an authorized project representative.

C. Revised Notice of Privacy Practices Policy

City Council will consider the recommendation to approve the Privacy Practices Policy to replace Appendix D of the Personnel Policy Manual.

D. City Council Minutes

Regular Session..... Monday, May 16, 2011
 Work Session..... Monday, May 16, 2011

E. City Bills

Regular Purchases.....	\$ 96,665.99
Purchased Power.....	\$ 555,438.73
Weekly Purchases – 5/13/11.....	\$ 8,184.99
Weekly Purchases – 5/20/11.....	\$ 144,271.79
Weekly Purchases – 5/27/11.....	\$ 31,831.24
Total.....	\$ 836,392.74

8) PRESENTATIONS AND RECOGNITIONS

9) INFORMATIONAL ITEMS

A. Event Report – Bakers Dozen Beer Run

Mayor:

James Dyer

Council Members:

- Ward 1 - Wayne Booton
- Ward 2 - Nick Metzger
- Ward 3 - Brent Williams
- Ward 4 - Ryan Traver
- Ward 5 - Jody Mankerian
- At-Large - Kathy Miller



10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

A. Public Hearing – Controlled Substance Ordinance

City Council will hear public comment on proposed ordinance §137.06 – Association with Controlled Substances to the Marshall City Code.

11) OLD BUSINESS

A. Pratt Park Phase I and II Update

City Council will receive for information an update regarding the Pratt Park project.

12) REPORTS AND RECOMMENDATIONS

A. Michigan Main Street Program

City Council will receive a recommendation from the DDA concerning the Michigan Main Street Program

B. Replacement of 2400 Volt Switchgear

City Council will consider the recommendation to approve the proposal submitted by Primary Integration Encorp LLC for \$253,000 for the replacement of a 2400 Volt Switchgear.

C. Design Services – 2011.03 Local Street Rehabilitation

City Council will consider the recommendation to accept the proposal from Civil Engineering Inc. for the design and construction services for the 2011.03 Local Street Rehabilitation for the not to exceed cost of \$9,805.

13) APPOINTMENTS / ELECTIONS

A. Sister City Delegate

City Council will appoint a Council Delegate to participate in the Sister City Trip to Koka, Japan.

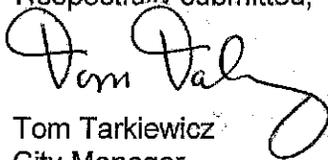
14) PUBLIC COMMENT ON NON-AGENDA ITEMS

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



ADMINISTRATIVE REPORT
June 6, 2011 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council
FROM: Tom Tarkiewicz, City Manager
SUBJECT: Chain of Command Appointments

BACKGROUND: Article III, Section 3.03 (a) of the City Charter requires the City Manager to file with the City Clerk-Treasurer a list, by name and title, of three qualified city administrative officials to exercise the powers and perform duties in his absence. The city administrative officials must be listed in order by which each shall be designated to temporarily assume the City Manager's duties. This list has been updated annually.

For the 2011/2012 Fiscal Year, here is the list of administrative officials in the chain of command in ranking order:

- Jim Schwartz, Police Chief
- Natalie Huestis, Community Services Director
- Carl Fedders, Public Services Director
- Bob Kiessling, Fire Chief
- Sandra Bird, Clerk-Treasurer

RECOMMENDATION: This is an informational report and no action is necessary

FISCAL EFFECTS: None

ALTERNATIVES: As suggested by the Council.

Respectfully submitted,

A handwritten signature in black ink that reads "Tom Tarkiewicz". The signature is written in a cursive style with a large, looping flourish at the end.

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.
Marshall, MI 49068
p 269.781.5183
f 269.781.3835
cityofmarshall.com



ADMINISTRATIVE REPORT
June 6, 2011 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council

FROM: Alec Egnatuk, Wastewater Superintendent
Carl Fedders, Director of Public Services
Tom Tarkiewicz, City Manager

SUBJECT: Resolution adopting an SRF Project Plan –
Establishment of a Public Hearing

BACKGROUND: The City of Marshall retained Stantec Consulting Inc. to prepare and submit a Project Plan to the Michigan Department of Environmental Quality to be ranked on the State's annual Project Priority List for obtaining low-interest loans from the Clean Water State Revolving Fund (SRF). The SRF Loan is being pursued as an alternative to General Obligation Bonds due to the low interest rate available. In addition, some of the proposed projects would not be able to be funded by Bonds due to the expected life of the equipment, but are allowed by the SRF. The Wastewater Department intends to utilize the SRF loan to address deficiencies related to the treatment plant, data acquisition system and the sewage collection system.

The Project Plan submitted by Stantec Consulting Inc. utilized findings from a sanitary sewer system master plan and a wastewater treatment plant facilities plan that were completed in 2008. The City's CIP was used to determine which projects would be evaluated for inclusion in the Project Plan. Subsequent research done by Stantec this spring was compiled along with the 2008 findings to complete the Project Plan. This research included, but was not limited to, performing site reviews at the wastewater plant and pumping stations, conducting interviews with City staff, collecting historic data, requesting historical and environmental clearances, evaluating alternatives, performing feasibility analysis, evaluating environmental impacts, and developing an Engineer's opinion of probable project costs associated with the evaluated alternatives.

A copy of the project plan is available at the Public Services Building for public viewing.

RECOMMENDATION: It is recommended that the City Council establish a public hearing for June 20, 2011 for a resolution adopting the final project plan for wastewater treatment and collection system improvements and designating an authorized project representative.

FISCAL EFFECTS: None at this time.

ALTERNATIVES: As suggested by the Council.

Respectfully submitted,

Alec Egnatuk
Wastewater Superintendent

Carl Fedders
Director of Public Services

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

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ADMINISTRATIVE REPORT
June 6, 2011 – City Council Meeting

TO: Honorable Mayor and City Council

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

SUBJECT: Revised Notice of Privacy Practices Policy

BACKGROUND: Administration would like to propose an amendment to the City of Marshall Personnel Policy Manual. Changes to the Personnel Policy Manual are dealt with in Section 1.05 *“These policies are subject to change upon approval by City Council.”*

As part of HIPAA, the City of Marshall is required to have a Privacy Practices Policy. This policy is included in the Personnel Policy Manual as Appendix D. In 2009 the requirements of this policy were changed to include the HITECH Act (Health Information Technology for Economic and Clinical Health). Our current policy does not have the required HITECH language.

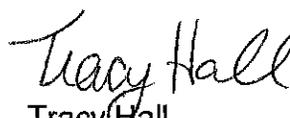
RECOMMENDATION: We respectfully request that Council approve the attached Privacy Practices Policy to replace Appendix D of the Personnel Policy Manual.

ALTERNATIVES: As suggested by Council.

FISCAL EFFECTS: None

Respectfully submitted,


Tom Tarkiewicz
City Manager


Tracy Hall
HR Coordinator

323 W. Michigan Ave.

Marshall, MI 49068

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APPENDIX D

CITY OF MARSHALL NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW IT CAREFULLY.

PURPOSE OF THIS NOTICE

The Plan respects the privacy of the personal information supplied by its plan participants and understands the importance of keeping this information confidential and secure. This Notice describes how the Plan protects the confidentiality of the personal information it receives. These practices apply to current and former participants in the Plan.

TYPES OF PERSONAL INFORMATION THE PLAN COLLECTS

The Plan collects a variety of personal information to assist the Plan Sponsor in administering a participant's health coverage. Some of this information is provided by participants on enrollment forms, surveys and correspondence (such as address, social security number, and dependent information). The Plan also receives personal information (such as eligibility and claims information) through transactions and communication with the Plan Sponsor and participants, affiliates, employers, insurance agents, insurers and health care providers. The Plan retains this information after a participant's coverage under the self-funded group health plan ends. The Plan limits the collection of personal information to that which is necessary to administer the Plan and meet regulatory requirements.

HOW THE PLAN PROTECTS PERSONAL INFORMATION

The Plan treats personal information securely and confidentially. The Plan limits access to personal information to only those persons who need to know that information to provide products or services to the Plan Sponsor and/or participants. These persons are trained on the importance of safeguarding this information and must be named on the Confidentiality Agreement established by the Plan in accordance with procedures and applicable law. The Plan applies strict physical, electronic, and procedural security standards to protect personal information and to maintain internal procedures to promote the integrity and accuracy of that information.

DISCLOSURE OF PERSONAL INFORMATION

The Plan may share any of the personal information it collects (as described above) as permitted by law. The Plan may also disclose this information to non-affiliated entities or individuals as permitted or required by law. Non-affiliates with whom we may disclose information as permitted by law include our third party administrator, attorneys, accountants and auditors, the Plan Sponsor's authorized representatives, a participant's authorized

representative, health care providers, Preferred Provider Organizations, and law enforcement or regulatory authorities. The Plan does not disclose personal information about any participant to any other third party without a participant's request, consent or authorization. The Plan participant may, at any time, revoke his/her consent or authorization to release personal information.

INDIVIDUAL RIGHTS TO ACCESS AND CORRECT INFORMATION

The Plan has procedures for a participant to access proper, reasonable and specific personal information, and will make this information available to the participant upon proper, reasonable and specific written request and consent. If you would like a copy of your personal information or believe your information is not accurate, please send your request in writing to:

**Human Resources Coordinator
City of Marshall
323 West Michigan Avenue
Marshall, MI 49068**

FURTHER INFORMATION

The Plan may amend its privacy policy from time to time in accordance with applicable law. The Plan will advise participants of its privacy and practices at least once **every three years**. Additionally, the notice of privacy and practices will be available to participants upon written request at no cost to the participant.

HITECH ACT

Effective **September 23, 2009**, the Health Information Technology for Economic and Clinical Health Act (HITECH Act) went into effect. The HITECH Act is the HIPAA Privacy and Security provision of the American Recovery and Reinvestment Act of 2009 (ARRA).

Under the HITECH Act, employer-sponsored health plans and other HIPAA covered entities (e.g. health care providers) must notify affected individuals HHS and sometimes the media when unsecured PHI is breached.

As an employee of City of Marshall, we have addressed HIPAA confidentiality requirements in this HIPAA policy. City of Marshall will comply with the HITECH Act as an employer, committing to the following additional duties:

- In the unlikely event that City of Marshall discovers a breach of unsecured PHI, City of Marshall will notify the PHI contact of each affected client without unreasonable delay after discovery of the breach. In no case will this delay exceed sixty (60) days. Breaches are treated as discovered on the first day on which such breach is known to the company or, by exercising reasonable diligence, should have been known to the company.
- The HITECH Act requires covered entities (e.g. employers sponsoring health plans) to make additional disclosures. These include notifications to individuals, HHS, and/or prominent media outlets. A breach is defined as "the acquisition, access use, or disclosure of [PHI] in a manner not permitted under [HIPAA] which compromises the security or privacy of the [PHI]."

- Unsecured PHI is defined as any PHI “that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specific by the Secretary (i.e. encryption or destruction).”
- In addition, City of Marshall agrees to comply with the Security safeguards and documentation requirements in the HIPAA Regulations.
- City of Marshall agrees to refrain from directly or indirectly receiving remuneration in exchange for any PHI of an individual unless such exchange is specifically allowed by HIPAA.
- City of Marshall agrees to comply with the marketing limitations identified in the HITECH Act.

Any required accounting of PHI disclosures by City of Marshall shall comply with the HITECH Act.

IN A WORK SESSION Monday, May 16, 2011 at 6:00 P.M. in the Council Chambers of Town Hall, 323 West Michigan Avenue, Marshall, MI, the Marshall City Council was called to order by Mayor Dyer.

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

Also Present: City Manager Tarkiewicz

Absent: None.

- A. Fire Chief Kiessling presented the 2010 Fire Department Annual Report.
- B. Police Chief Schwartz presented the 2010 Police Department Annual Report.
- C. Council discussion took place regarding the conditions of our local streets, funding for the streets, and the condition of the State Farm property.

The meeting was adjourned at 6:55 p.m.

James L. Dyer, Mayor

Sandra Bird, Clerk-Treasurer

CALL TO ORDER

IN REGULAR SESSION Monday, May 16, 2011 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 Dyer.

ROLL CALL

Roll was called:

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

Also Present: City Manager Tarkiewicz.

Absent: None.

INVOCATION/PLEDGE OF ALLEGIANCE

Richard Gerten of Family Bible Church gave the invocation and Mayor Dyer led the Pledge of Allegiance.

APPROVAL OF THE AGENDA

Moved Metzger, supported Williams, to approve the agenda with the addition of Appointments to Hospital Neighborhood Committee as Agenda Item 13. On a voice vote: **MOTION CARRIED.**

PUBLIC COMMENT ON AGENDA ITEMS

None.

CONSENT AGENDA

Moved Williams, supported Metzger, to approve the consent agenda:

- A. Schedule a public hearing for Monday, June 6, 2011 to hear public comment regarding the proposed addition to Chapter 137 of the Marshall City Code;
- B. Accept and place on file the Third Quarter Financial Report for the City of Marshall;
- C. Approve a resolution appointing Carl Fedders as the MSCPA Alternate Commissioner;
- D. Approve the Federal Transit Administration Drug and Alcohol Policy and authorize the Clerk-Treasurer to sign the policy on behalf of the City;
- E. Adopt the resolutions in support of the submittal of a grant from the Michigan Department of Transportation Local Bridge Program for the Monroe Street Bridge over Rice Creek and Marshall Avenue

- Bridge over the Kalamazoo River;
- F. Authorize staff to proceed with the application process for grant funding under the Michigan Energy Efficiency & Conservation Community Block Grant Program and to authorize the Clerk-Treasurer and City Manager to sign the related contracts and agreements;
 - G. Adopt the resolution authorizing the submittal of a Michigan Municipal League Foundation Shared Public Services Initiative Grant;
 - H. Adopt the resolution authorizing the grant application submittal for the Paul Coverdell Forensic Science Improvement Grant;
 - I. Approve the purchase of a 17 seat passenger bus through the State of Michigan Extended Purchase Program (MiDeal) from Mobility Transportation Services, Canton, Michigan in the amount of \$61,181.00;
 - J. Approve minutes of the City Council Work Session and Regular Session held on Monday, May 2, 2011;
 - K. Approve city bills in the amount of \$356,174.02.

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

PRESENTATIONS AND RECOGNITIONS

None.

INFORMATIONAL ITEMS

Director of Public Services Fedders provided information regarding the North Ketchum Park Skate Park Fundraiser.

PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

A. FY 2012 Budget Adoption:

Mayor Dyer opened the public hearing to hear public comment regarding the adoption of the FY 2012 Budget and the Property Tax Millage Rates for Fiscal Year 2012.

City Manager Tarkiewicz and Clerk-Treasurer Bird provided background regarding the FY 2012 budget process.

Hearing no further comment the hearing was closed.

Moved Williams, supported Mankerian to approve the adoption of the FY 2012 Budget and the Property Tax Millage Rates for Fiscal Year 2012. On a roll call vote – ayes: Mankerian, Metzger, Miller, Traver, Williams, Booton,

and Mayor Dyer; nays: none. **MOTION CARRIED.**

CITY OF MARSHALL, MICHIGAN
RESOLUTION #2011-18

THE CITY OF MARSHALL
GENERAL APPROPRIATION ACT AND TAX LEVY RESOLUTION
July 1, 2011 – June 30, 2012

THE CITY OF MARSHALL RESOLVES that the expenditures for the fiscal year, commencing July 1, 2011, and ending June 30, 2012, are hereby appropriated on a departmental and fund total basis as follows:

GENERAL FUND REVENUES

Taxes	\$3,294,470
Licenses and Permits	35,850
Intergovernmental Revenues	631,428
Charges for Services	78,750
Fines and Forfeits	57,100
Interest	9,000
Miscellaneous	368,900
Other Financing Sources	990,744
Recreation	403,161
Composting	27,290
Airport	137,388
Total Revenues	\$6,034,081

GENERAL FUND EXPENDITURES

City Council	\$3,777
City Manager	115,410
Assessor	107,008
Attorney	65,000
Human Resources	58,501
Clerk-Treasurer	269,538
City Hall	106,629
Chapel	2,850
Other City Property	37,318
Cemetery	179,809
Non-Departmental	784,173
Police	1,315,506
Crossing Guards	27,784
Dispatch	230,369
Fire	800,668
Inspection	113,353
Planning/Zoning	82,507

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Streets	742,218
Engineering	22,646
PSB Operations	94,831
Community Development	40,441
Parks	81,350
Capital Improvements	184,300
Recreation	392,841
Composting	55,766
Airport	<u>137,388</u>
Total Expenditures	\$6,051,981

Fund balance reserves shall be decreased by (-\$17,900) based on the FY 2012 revenues and expenditures for the General Fund budget.

The City Council does hereby levy a tax of 15.4629 mills, for the period of July 1, 2011, through June 30, 2012 on all real and personal taxable property in the City of Marshall, according to the valuation of the same. This tax is levied for the purpose of defraying the general expense and liability of the City of Marshall and is levied pursuant to Section 8.01, Article 8 of the Charter of the City of Marshall.

The City Council does hereby levy a tax of .4840 mills for the period of July 1, 2011, through June 30, 2012, on all real and personal taxable property in the City of Marshall, according to the valuation of the same. This tax is levied to operate the Dial-A-Ride Transportation System in the City of Marshall as authorized by a vote of the citizens on August 5, 1975.

The City Council does hereby levy a tax of .9393 mills for the period of July 1, 2011, through June 30, 2012, on all real and personal taxable property in the City of Marshall, according to the valuation of the same. This tax is levied for the purpose of defraying the expense of operating the Recreation Department of the City of Marshall as authorized by a vote of the citizens on April 4, 1959.

The City Council does hereby levy a tax of 1.6129 mills for the period of July 1, 2011, through June 30, 2012, on all real and personal taxable property in the City of Marshall, according to the valuation of the same in a district known as the Downtown Development District. This tax is levied for the purpose of defraying the cost of the Downtown Development Authority.

	<u>PROPOSED</u> <u>FY 2012</u>	<u>ACTUAL</u> <u>FY 2011</u>	<u>DIFFERENCE</u>
General Operating	15.4629	15.4629	0.0000
Recreation	.9393	.9393	0.0000

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Dial-A-Ride	.4840	.4840	0.0000
Downtown Development Authority	<u>1.6129</u>	<u>1.6129</u>	<u>0.0000</u>
TOTAL	18.4991	18.4991	0.0000

The City Manager is authorized to make budgetary transfers within the appropriation centers established through this budget, and that all transfers between appropriations may be made by the City Manager in an amount not to exceed \$10,000 per year without prior Council approval pursuant to Section 19.2 of the provisions of the Michigan Uniform Accounting and Budgeting Act.

The City Council establishes the budget for the period of July 1, 2011, through June 30, 2012 for the following funds in the amounts set forth below:

ALL FUNDS REVENUES

General Fund	\$6,034,081
MVH-Major & Trunkline	382,078
MVH-Local	255,350
Local Development Finance	506,035
Downtown Development	295,706
Special Projects	5,400
Marshall House	614,500
Electric	12,478,174
Dial-a-Ride	486,806
Wastewater	2,189,250
Water	2,688,702
Data Processing	126,136
Motorpool	933,729
Safety	<u>338</u>
Total Revenues	\$26,996,285

ALL FUNDS EXPENDITURES

General Fund	\$6,051,982
MVH-Major & Trunkline	379,422
MVH-Local	285,437
Local Development Finance	907,761
Downtown Development	321,063
Special Projects	40,206
Marshall House	653,638
Electric	12,590,392
Dial-a-Ride	531,718
Wastewater	2,778,974

Water	3,052,004
Data Processing	184,385
Motorpool	1,209,992
Safety	7,105
Total Expenditures	\$28,994,079

Fund balance reserves shall be decreased by (-\$1,997,794) based on the FY 2012 revenues and expenditures for All Funds.

Budget Amendment 1 - Increase the Funding for the General Fund Sister Cities Delegation

Increase the General Fund, Non-Departmental expenditure budget by \$3,000 to provide additional funding for the Sister Cities Delegation, with a revenue source of General Fund operations.

Budget Amendment 2 – Remove the Funding for the Downtown Development Authority Fund for the Mansion Street/North Alley Capital Project

Decrease the Downtown Development Authority expenditure budget by (\$50,000) to remove the funding for the Mansion Street/North Alley capital project.

Budget Amendment 3 - Decrease the General Fund, Streets Department Budget for Part-time, Overtime and Social Security Expenditures and Transfer the Funding to the Streets Department Budget, Motor Pool Equipment Rental Expenditure for Appropriate Classification of Expenditures

The General Fund, Streets Department expenditure budget will have a net effect of zero following the transfer of \$41,752 funds between line items within the department budget.

Budget Amendment 4 - Increase the Motor Pool Revenues for the Increase in Rents Received by the General Fund, Streets Department

Increase the Motor Pool Rents revenue by \$41,752 for the increase in rents received by the General Fund, Streets Department due to Budget Amendment #3.

The City Council of the City of Marshall did give notice of the time and place when a public hearing on adoption of the budget would be held in accordance with Public Act 43 of 1963, proof of publication of the Notice of Public Hearing

is now on file, and which Public Hearing was duly held pursuant to said notice and in conformity therewith. A copy of the budget proposal was on file with the Clerk-Treasurer and available for public inspection for at least one week prior to adoption of the budget; and

Further, the City Council of the City of Marshall did give notice of the time and place when a public hearing would be held in conformity with the provisions of Public Act 5 of 1982 authorizing a tax rate in excess of the present authorized tax rate for General Operating, Recreation, Dial-A-Ride and Downtown Development Authority tax levies, proof of publication of Notice of Public Hearing is now on file, and which Public Hearing was duly held pursuant to said notice and in conformity therewith; and

This Resolution shall take effect July 1, 2011.

Dated: 05/16/11
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 May 16, 2011 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

B. Electric Rate Ordinance Amendment:

Mayor Dyer opened the public hearing to hear comment regarding the amendment to the Electric Rate Ordinance.

Hearing no further comment the public hearing was closed.

Moved Miller, seconded Metzger to approve amendment to the Electric Rate Ordinance. On a roll call vote – ayes: Metzger, Miller, Traver, Williams, Booton, Mayor Dyer, and Mankerian; nays: none. **MOTION CARRIED.**

CITY OF MARSHALL, MICHIGAN
ORDINANCE # 2011-10

THE CITY OF MARSHALL ORDAINS

An Ordinance to amend Section 9 of Electric Ordinance 4.5(a) and
Section 5 of Electric Ordinance 4.6

Residential Service Rate "A"

Service Charge: \$7.00 per customer per month, plus,
Energy Charge: \$0.106 per kWh plus Power Supply Cost
Adjustment

Residential Rate "A-1"

Service Charge \$7.00 per customer per month, plus
Energy Charge:
 Winter: \$0.106 per kWh plus Power Supply Cost
 Adjustment for the first 600 kWh (October through
 May)
 \$0.066 per kWh plus Power Supply Cost
 Adjustment for all over 600 kWh per month
 (October through May)
 Summer: \$0.106 per kWh plus Power Supply Cost
 Adjustment for all kWh (June through September)

Residential Rate-Life Support "LS"

Service Charge: \$4.00 per customer per month, plus,
Energy Charge: \$0.096 per kWh plus Power Supply Cost
Adjustment

Commercial/Industrial Secondary Service "B"

Service Charge: \$ 15.00 per customer per month, plus
Energy Charge: \$ 0.107 per kWh plus Power Supply Cost
Adjustment for all kWh used per month

Commercial/Industrial Secondary Service "B1"

Service Charge: \$ 15.00 per customer per month, plus
Energy Charge:
 Winter \$ 0.067 per kWh plus Power Supply Cost
 Adjustment
 Summer \$ 0.107 per kWh plus Power Supply Cost
 Adjustment

Commercial/Industrial Secondary Service "C"

Service Charge: \$ 15.00 per customer per month, plus

Capacity Charge: \$10.35 per kW for all billing demand per month, plus
Energy Charge: \$0.064 per kWh plus Power Supply Cost Adjustment

Industrial Primary Service "D"

Service Charge: \$ 100.00 per customer per month, plus
Capacity Charge: \$9.15 per kW for all billing demand per month (Minimum 25 kW), plus
Energy Charge: \$0.076 per kWh plus Power Supply Cost Adjustment

Industrial Primary Service Rate "D-2"

Service Charge: \$ 100.00 per customer per month, plus
Capacity Charge: \$ 9.15 per kW for all billing demand per month (Minimum 1000 kW), plus
Energy Charge: \$0.076 per kWh plus Power Supply Cost Adjustment

Economic Development Rate "E"

Capacity Charge: To be determined under special contract.
Energy Charge: To be determined under special contract.

Monthly Security Light Rental Rate

7000 Lumen (175W) Mercury Vapor Lamp	\$9.00 per month per fixture
Suburbanair Fixture	
19100 Lumen (400W) Mercury Vapor Lamp	\$15.00 per month per fixture
47200 Lumen (1000W) Mercury Vapor Lamp	\$18.00 per month per fixture

Temporary Electric Service:

Service connection charge will be a minimum \$35.00

Minimum monthly charge for kWh consumed, as determined by General Secondary Rate B, and no case less than \$9.00, as determined by Watt-hour meter installed on the job. For single phase temporary service connection of more than 100 amps, there will be a charge of \$1.50 per amp. Michigan Sales Tax will be added to all bills when applicable. The rules, regulations and billing procedures shall be those in effect in the City on the effective day of this Ordinance. This Ordinance is adopted under the provisions of Public Acts of Michigan, 1933 as amended.

This Ordinance amendment shall be published in full in the Ad-visor & Chronicle, a newspaper of general circulation in the City of Marshall qualified under state law to publish legal notices, within ten days after its adoption.

This ordinance shall be recorded in the ordinance book and such recording shall be authenticated by the signature of the Mayor and City Clerk.

This ordinance is declared to take effect on May 17, 2011.

Adopted and Passed by the Marshall City Council this 16th day of May, 2011.

James Dyer
MAYOR

Sandra Bird
CLERK-TREASURER

CERTIFICATE

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 an ordinance approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on May 16, 2011, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available by said Act.

Sandra Bird, CLERK-TREASURER

OLD BUSINESS

None.

REPORTS AND RECOMMENDATIONS

A. AMP Fremont Energy Center Power Sales Contract:

Moved Metzger, supported Booton, to adopt the resolution to approve the Power Sales Contract and the Supplement to the Power Sales Contract and authorize the Clerk-Treasurer to sign the agreement for 6,100 kW of energy from the AMP Fremont Energy Center. On a roll call vote – ayes: Miller, Traver, Williams, Booton, Mayor Dyer, Mankerian, and Miller; nays: none.
MOTION CARRIED.

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

Moved Miller, supported Williams to approve the proposed FY 2012 wages for the administrative officials, department heads, and salaried personnel as presented. On a roll call vote – ayes: Mankerian, Metzger, Miller, Traver, Williams, Booton, and Mayor Dyer; nays: none. **MOTION CARRIED.**

APPOINTMENTS / ELECTIONS

A. Appointment to the Hospital Neighborhood Committee:

Moved Booton, supported Miller to appoint two people to serve on the Hospital Neighborhood Committee who have no relation to the hospital to serve on the committee until it is disbanded. On a roll call vote – ayes: Booton; nays: Williams, Mayor Dyer, Mankerian, Metzger, Miller and Traver. **MOTION DEFEATED.**

PUBLIC COMMENT ON NON-AGENDA ITEMS

Brian Munger of 120 S. Grand Street expressed disappointed with the hostility expressed at the council meeting.

Vince Trudell of 1212 Comstock expressed more concerns with Pratt Park.

COUNCIL AND MANAGER COMMUNICATIONS

None.

ADJOURNMENT

The meeting was adjourned at 8:38 p.m.

James L. Dyer, Mayor

Sandra Bird, Clerk-Treasurer

VENDOR APPROVAL SUMMARY REPORT

Date: 06/02/2011

Time: 11:03am

Page: 1

CITY OF MARSHALL

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
ALLSTATE ELECTRIC INC	400245	HELIPORT LIGHTS	915.00	0.00
AMERICAN BEAUTY TURF NURSERIES	400242	SOD FOR CEMETERY	0.00	225.00
ANALYTICAL TESTING & CONSULT.	21399	BULK SAMPLES	210.00	0.00
APOLLO FIRE EQUIPMENT	7057	V-FORCE COAT & PANT	1,213.26	0.00
ARROW ENERGY	5884	100 LL	8,443.18	0.00
ARROW UNIFORM	6839	UNIFORMS-DPW	858.99	0.00
AUTO VALUE MARSHALL	21340	#103 FILTER, PQ ROTOR, PADS	930.56	0.00
BAKER TOOL RENTAL & STORAGE	9733	SHIPPING CHGS	11.40	0.00
BEARDSLEE LAW OFFICES	3471	MAY SERVICES	3,667.69	0.00
BLU FISH CONSULTING, LLC	4473	ED - PAY PER CLICK & GOOGLE	1,500.00	0.00
BONNIE'S TAILORING	2257	ALTERATIONS	20.00	0.00
BOSHEARS FORD SALES INC	7117	DART 10 - ADDITIVE	177.69	0.00
BSN SPORTS	7145	INFIELD TAMP, PITCHERS PLATE,	406.06	0.00
CARLETON EQUIPMENT COMPANY	7189	CANCEL #1-16658 (POWERPLAN)	168.00	0.00
CB HALL ELECTRIC COMPANY	3387	CHG BALLAST & LAMP	535.00	0.00
CEREAL CITY WINDOW CLEANING	7207	WINDOW CLEANING	210.00	0.00
CHEMCO PRODUCTS INC	7217	PW-314	5,345.70	0.00
COBAN TECHNOLOGIES	4161	TUFF POUCH	46.00	0.00
COGITATE INC	8443	MMS STATE TRUNKLINE SUPPORT	140.00	0.00
COLE CHRYSLER DODGE JEEP	2996	PARTS	54.41	0.00
COMMERCIAL OFFICE PRODUCTS	9769	ENV, MARKERS, PAPER, INK	119.11	0.00
CONTRACTORS EQUIPMENT & SUPPLY	7256	FUEL PUMP	58.45	0.00
COURTNEY & ASSOCIATES	7259	MONTHLY RETAINER - MAY	250.00	0.00
CRT, INC	6541	ENDPOINT PROT UPGRADE	1,980.00	0.00
CRYSTAL FLASH ENERGY	6176	FUEL	2,135.65	0.00
DARLING ACE HARDWARE	7281	SUPPLIES	462.25	0.00
DEFORREST BROTHERS CONSTRUCTION	7388	SIDEWALK REPLACEMENT	1,878.56	0.00
DEPPE ENTERPRISES, LLC	217816	REPAIR WINDOW SASH	244.00	0.00
DL GALLIVAN INC	7384	INK	194.70	0.00
DUECO INC	7317	CREDIT FOR DIELECTRIC TEST	200.00	0.00
EAST JORDAN IRON WORKS INC	7327	VALVE, INS, SEATING VALVE	204.50	0.00
ED'S DECORATING	9873	PAINTING	425.00	0.00
EDWARDS INDUSTRIAL SALES	7332	PARTS	3.82	0.00
ENMET CORPORATION	7339	REPAIR METER RDG EQUIPMENT	100.33	0.00
ERIC DALE HEATING & AIR COND	21467	DIAGNOSTIC ANALYSIS & REPAIR	109.00	0.00
GARAGE DOORS UNLIMITED	300432	SERVICE CALL-HOMER ROAD	95.00	0.00
GET ER DONE CONSTRUCTION	5894	INSTALL WINDOWS	950.00	0.00
GRAINGER	3644	SAMPLER TUBING	100.44	0.00
GRAPHIC EMBROIDERY	7144	HATS	120.00	0.00
GRIFFIN PEST SOLUTIONS	400246	MARSHALL HOUSE SERVICE	94.00	0.00
HERMANS MARSHALL HARDWARE	7446	LIGHT BULBS	229.91	0.00
HUNTER PRELL COMPANY	7460	REPAIR BACKFLOW PREVENTER	166.52	0.00
J & K PLUMBING SUPPLY	3351	ELBOWS, TUBING, BALL VALVE, AD	200.77	0.00
J.O. GALLOUP COMPANY	4624	RING GASKET	2.08	0.00
JACKSON TRUCK SERVICE	7495	MUFFLER RETURNED	128.38	0.00
JASON FARMER	400247	AIRPORT DECK DESIGN	300.00	0.00
JOHN D BRUNDAGE &	6437	ORDINANCE PROSECUTION	1,480.00	0.00
JS BUXTON	8962	BLANKET PO FOR 2010-2011	1,043.00	0.00
K-MART	7501	MAY CHARGES	137.08	0.00
KAR LABORATORIES INC	8817	CYANIDE ANALYSIS	460.00	0.00
KEBS INC	3051	BOUNDARY SURVEY-UDELL PROPERTY	900.00	0.00
KELLOGG'S REPAIR GARAGE	5869	#620 & #621 BLADES	244.83	0.00
KITCHEN SHOP OUTLET	6598	Reserve Fund Project-Apt 101	4,934.00	0.00
LAKELAND ASPHALT CORPORATION	7526	ASPHALT	510.93	0.00
LARRY'S FLOOR COVERING	7530	PAINT	630.98	0.00
LAUTENSLAGER-LIPSEY	7532	STOVE & REFRIGERATOR	1,226.00	0.00
LAWSON-FISHER ASSOCIATES PC	2291	LICENSING ACTIVITIES	532.18	0.00
LINE DESIGN & LANDSCAPE	7541	PEAR TREES	300.00	0.00
MARSHALL FEED & GRAIN COMPANY	7560	TORDON RTU	180.00	0.00
MARSHALL LUMBERTOWN	7569	GRAVEL MIX	497.54	0.00
MARTIN & ASSOC ENVIRONMENTAL	400248	CAPTOL HILL SCHOOL-MUSEUM	1,877.00	0.00
MEDLER ELECTRIC COMPANY	7604	PVC GLUE	547.41	0.00
MICHIGAN CAT	6217	#402 TRNS OIL, 50 TR/DR TRN	947.15	0.00
MICHIGAN METER TECHNOLOGY GRP	400140	3" METER	1,998.00	0.00
MICHIGAN SOUTH CENTRAL	7614	NATURAL GAS - APRIL	822.72	0.00
MISSION CAR WASH	217915	APRIL CHARGES	30.00	0.00
MODERNISTIC	8101	CARPET CLEANING	678.00	0.00

VENDOR APPROVAL SUMMARY REPORT

Date: 06/02/2011

Time: 11:03am

Page: 2

CITY OF MARSHALL

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
MONROE TRUCK EQUIPMENT INC	400236	DUMP LOCK	842.47	0.00
MSC INDUSTRIAL SUPPLY CO	6831	EYE/FACE WASH STATIONS, SALINE	564.00	0.00
MUNICIPAL SUPPLY CO.	7701	COMPRESSION TEE	79.90	0.00
NYE UNIFORM COMPANY	7733	SHIRTS	275.10	0.00
OERTHERS	21127	FLOWERS	61.90	0.00
PERRY HARLEY-DAVIDSON INC	400235	SERVICE	342.31	0.00
POWER LINE SUPPLY	7821	INSULATING CAP	4,541.09	0.00
R & M LOCK SHOP	3914	INSTALL NEW LOCK	420.01	0.00
R&R FIRE TRUCK REPAIR, INC.	7809	SERVICE 1999 SPARTAN LAVERN	4,101.84	0.00
RADIO COMMUNICATIONS	7810	REPAIR	259.58	0.00
REALPAGE INC	5126	ONESITE LEASING & RENTS (HUD)	1,950.00	0.00
SHAFFER BROS INC	7867	HAND EDGER	36.00	0.00
SOLOMON CORPORATION	6144	TRANSFORMERS	14,850.00	0.00
STANDARD PRINTING & OFFICE	7903	TOWN CRIER	374.10	0.00
STANLEY LAWN & GARDEN	7905	AIR FILTERS, SPK PLGS, SPRING	115.82	0.00
STANTEC CONSULTING MICHIGAN	9713	SRF - Project Plan	5,010.06	0.00
STATE OF MICHIGAN	300238	COLD CASE HOMICIDE TRNG	30.00	0.00
STATE OF MICHIGAN	3389	RADIO SUBSCRIPTION FEE	5,700.00	0.00
TOTAL CARE CLEANING LLC	400234	FLOOR CARE	675.00	0.00
TRI-COUNTY INTERNATIONAL TRUCK	8034	#323 SERVICE 2008 4300 SBA 4x2	342.40	0.00
WALKER PARKING CONSULTANTS	8003	MARSHALL/OAKLAWN STUDY	318.18	0.00
WEST MICHIGAN LAWN SERVICES	3205	SPRINKLER SYSTEM STARTUP	194.00	0.00
Grand Total:			96,665.99	225.00



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: 01-May-11
 Due Date: 31-May-11
 Service From: 01-Apr-11
 To: 30-Apr-11

Peak Demand 16,191 kw
 Total Energy Received 8,422,769 kWh
 Hydro Generation 159,054 kWh
 Net Billing kWh's 8,263,715 kWh

Area	Entitlement %	Operating and Maintenance Costs	Debt Service	Total
PROJECT 1-ENDICOTT	24.0%	438,867.32	-	438,867.32
PROJECT 2	18.0%	1,248.53	-	1,248.53
PROJECT 3	20.2%	600.62	-	600.62
PURCHASED POWER	13.9%	125,654.60		125,654.60
TRANSMISSION	26.0%	(41,611.92)	-	(41,611.92)
MISO	20.2%	7,973.96		7,973.96
SUBSTATION	34.4%	1,980.15	-	1,980.15
ADMINISTRATION	20.2%	25,231.45		25,231.45
MEMBER	12.9%	500.35		500.35
MEMBER HYDRO	0.0%	-		-
CAPACITY	12.9%	-		-
RATE STABILIZATION		-		-
TOTAL COST	\$	560,445.07	-	560,445.07
	\$/kWh	0.06782	0.00000	0.06782
CREDITS	\$	(5,006.34)	-	(5,006.34)
	\$/kWh	(0.00061)	0.00000	(0.00061)
NET COST	\$	555,438.73	-	555,438.73
	\$/kWh	0.06721	0.00000	0.06721

Pay this amount \$ 555,438.73

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: 05/13/2011

Time: 8:47am

Page: 1

CITY OF MARSHALL

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
A T & T	3176	269 789-4630 541 5	1,758.99	0.00
AMERICAN MESSAGING	6657	ACCT #Z1-406436	128.13	0.00
CARLETON EQUIPMENT COMPANY	7189	CANCEL #1-16658 (POWERPLAN)	0.00	0.00
GET ER DONE CONSTRUCTION	5894	50% DOWNPAYMENT	950.00	0.00
K-MART	7501	APRIL CHARGES	171.39	0.00
LOWES BUSINESS ACCOUNT	4837	ACCT #821 3023 105909 5	799.06	0.00
NEOFUNDS BY NEOPOST	400232	ACCT #7900 0440 5582 9307	3,000.00	0.00
STAPLES	8291	7972 3200 0007 4618	1,090.59	0.00
TERAH WEESE	400233	REFUND UTILITY OVERPAYMENT	88.20	0.00
RICHARD WRIGHT	400230	REFUND UTILITY DEPOSIT	15.51	0.00
TIMOTHY WRIGHT	400231	REFUND UTILITY DEPOSIT	92.19	0.00
Grand Total:			8,094.06	0.00

PRESCRIPTION REIMBURSEMENTS 90.93

TOTAL CASH DISBURSEMENTS \$8,184.99

VENDOR APPROVAL SUMMARY REPORT

Date: 05/20/2011

Time: 10:18am

Page: 1

CITY OF MARSHALL

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
BLAKE GROAT	100602	REPLACE CK #82971	24.00	0.00
BLUE CROSS AND BLUE SHIELD	7946	GROUP #17902-001	3,142.98	0.00
BLUE CROSS BLUE SHIELD OF MI	9621	GROUP #17902-003	1,914.67	0.00
BLUE CROSS BLUE SHIELD OF MI	9629	GROUP #17902-012	79,861.93	0.00
BLUE CROSS BLUE SHIELD OF MI	9681	GROUP #17902-902	44,737.17	0.00
JOHN BODIEN	400238	REFUND UTILITY OVERPAYMENT	2.38	0.00
BRETT MCDONALD	100651	REPLACE CK #82973	36.00	0.00
CARLETON EQUIPMENT COMPANY	7189	CANCEL #1-16658 (POWERPLAN)	0.00	0.00
CATALINA MARKETING CORP	300156	REPLACE CK #82898	35.08	0.00
CHR LLC	300105	REPLACE CK #82741	31.38	0.00
COMMERCIAL OFFICE PRODUCTS	9769	CHAIR MAT	1,280.98	0.00
TIM EGGLESTON	3734	MILEAGE REIMBURSEMENT	46.17	0.00
PATRICIA FARMER	400221	REFUND UTILITY OVERPAYMENT	11.01	0.00
CARL FEDDERS	6811	MICH UTILITIES DIRECTORS	20.00	0.00
GEORGE FELTNER	100464	PART-TIME SCORERS PAY	35.00	0.00
THOMAS GIBBS	21788	REPLACE CK #80974	67.14	0.00
GLGC PLUMBING COMPANY LLC	217837	RPR SHOWER TOWER	424.82	0.00
GREG CRULL CONSTRUCTION	3687	BALANCE--VOLLEYBALL PAVILLION	3,965.00	0.00
ANDREW GROENEVELD	3495	EXPENSE REIMBURSEMENT	200.63	0.00
ANNE MAHRLE	400239	REFUND UTILITY DEPOSIT	56.26	0.00
MARSHALL COMMUNITY CU	7558	1238 - EGGLESTON	3,475.96	0.00
MASA	2072	Summer Team Registration	1,720.00	0.00
ZACK MASON	21396	REPLACE CK #82594	5.00	0.00
ANTHONY LEE MERRINGER	21477	EXPENSE REIMBURSEMENT	25.98	0.00
MISSION CAR WASH	217915	REPLACE CK #86450	542.33	0.00
OAKLAWN HOSPITAL	1006	REFUND UTILITY OVERPAYMENT	22.64	0.00
ONE COMMUNICATIONS	2729	ACCT #7018274	2,240.43	0.00
NICHOLE PORTER	400241	REFUND UTILITY DEPOSIT	14.67	0.00
KENNETH TABOR	400237	REFUND UTILITY PAYMENT	84.83	0.00
VERIZON WIRELESS	217862	ACCT #683169426-00001	59.07	0.00
JACK WATSON	2776	REFUND UTILITY OVERPAYMENT	87.78	0.00
RYAN WILSON	400240	REFUND UTILITY DEPOSIT	72.74	0.00
Grand Total:			144,244.03	0.00

PRESCRIPTION REIMBURSEMENTS 27.76

TOTAL CASH DISBURSEMENTS \$144,271.79

VENDOR APPROVAL SUMMARY REPORT

Date: 05/27/2011

Time: 9:21am

Page: 1

CITY OF MARSHALL

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
AMERICAN BEAUTY TURF NURSERIES	400242	SOD FOR CEMETERY	225.00	0.00
JOHN BOURDO	400244	REFUND OVERPAYMENT	56.16	0.00
CALHOUN COUNTY TREASURER	7177	MTT #0372765 ADJ 2009, 2010	22,945.85	0.00
CARLETON EQUIPMENT COMPANY	7189	CANCEL #1-16658 (POWERPLAN)	0.00	0.00
COMMERCIAL OFFICE PRODUCTS	9769	PENS, HIGHLIGHTERS, MARKERS,	81.58	0.00
CONSUMERS ENERGY	8560	1000 0916 3708	1,590.54	0.00
CORNERSTONE INSPECTION SRVCS	300392	INSPECTION COMMISSION	80.00	0.00
ALEC EGNATUK	9593	EXPENSE REIMBURSEMENT	33.06	0.00
FEDEX FREIGHT MS #9	400243	REFUND OVERPAYMENT	224.33	0.00
DARYL GANO	8148	INSPECTOR COMMISSION	598.75	0.00
GRIFFIN PEST SOLUTIONS	6272	900 S MARSHALL	73.00	0.00
JOHN GROSS	300013	INSPECTOR COMMISSION	238.75	0.00
EARL LUIB	3341	BOOT ALLOWANCE	28.99	0.00
MARSHALL COMMUNITY CU	7558	6187 - ROGERS	90.94	0.00
MICHIGAN-SHIGA SISTER-STATE	3373	GOODWILL MISSION-N. METZGER	200.00	0.00
NU-TWIST SCREEN PRINTING	7732	t-shirts and hats	4,961.36	0.00
SOUTHWEST MICHIGAN BRANCH APWA	48900	DUES	25.00	0.00
SPRINT	9628	ACCT #224843832	377.93	0.00
Grand Total:			31,831.24	0.00

EVENT REPORT

EVENT: The Baker's Dozen Beer Run

EVENT LOCATION: Start on Mansion St. behind Louie's, go east to Gordon Street, go north to Prospect Street, go west to Verona Rd., go west to West Dr., go north to F Drive N., go east to Walters Dr., go north and around to 16 ½ Mile Rd., go south to N Kalamazoo, go south to North Drive W., go east to North Drive E., go east to 17 ½ Mile Rd. go north to G Drive N., go east to Alannah Christine Dr., go through Kesselwood all the way to the very most northern end and come out on to 18 Mile Rd., go south to G Drive N., go east to 18 ½ Mile Rd., go south to Centennial Rd., go west to cross Michigan Ave. and enter Green St., go west on Green St to Grand Street, go south on Grand Street to Spruce Street, go west on Spruce to S. Kalamazoo Ave., go south to Dark Horse.

SPONSOR: None

EVENT DATE: September 24, 2011

EVENT TIMEFRAME: 8 AM – 12PM

MDOT PERMIT REQUIRED: YES NO

MDOT PERMIT GRANTED: YES NO

LANE CLOSURE TIMEFRAME: Mansion Street from Eagle Street to Gordon Street.

EVENT STREETS AFFECTED: E. Mansion Street, N. Gordon Street, Prospect Street, Verona Road, North Drive, Green Street, Grand Street, Spruce Street, and S. Kalamazoo Avenue. (Intermittent Lane Closures)

DETOUR DETAIL: None.

EVENT DETAIL: Police escort for runners, with assistance from cyclist club. Race can be run or biked by individuals or teams to maximize participation. The fee is \$15 and covers a shirt, donut, and beer from the Dark Horse (must be 21).

COUNCIL NOTIFICATION DATE: June 6, 2011

Trisha Nelson

From: Tom Tarkiewicz
Sent: Monday, May 23, 2011 8:27 AM
To: Trisha Nelson
Subject: FW: 1/2 marathon
Attachments: Snap9r47.tif

From: David Giesen [<mailto:david.giesen.jvlp@statefarm.com>]
Sent: Wednesday, May 04, 2011 4:32 PM
To: Tom Tarkiewicz
Cc: Jessica Hackworth; David Giesen; David Giesen
Subject: 1/2 marathon

The half marathon that we are proposing is called The Baker's Dozen Beer Run. It incorporates 2 of the best establishments Marshall has to offer; Louie's Bakery and Dark Horse Brewing Company.

The race is scheduled for September 24, 2011 at 8 am. It is a half marathon, which is 13.1 miles. The race starts at behind Louie's on Mansion St. and ends in the Dark Horse parking lot. We currently have approximately 170 participants with many more interested and waiting further details. We will have volunteers and 4 - 5 aide stations ready to go. We are also looking into the Team Active bike team to participate and help on the course.

The fee is \$15 and it covers a shirt, donuts, and a beer from the Dark Horse (must be 21).

This race can be run or done on bike. We are also allowing relay teams in order to maximize participation. The bike participants will be the first launch and the runs launch to follow.

I have attached the proposed course. (note that the attached map incorrectly labeled 18 1/2 Mile Rd. as 18 Mile Rd.) Here is a brief description -

Start on Mansion St. behind Louie's, go west to Verona Rd., go west to West Dr., go north to F Drive N., go east to Walters Dr., go north and around to 16 1/2 Mile Rd., go south to N Kalamazoo, go south to North Drive W., go east to North Drive E, go east to 17 1/2 Mile Rd. go north to G Drive N., go east to Alannah Christine Dr., go through Kesselwood all the way to the very most northern end and come out on to 18 Mile Rd., go south to G Drive N., go east to 18 1/2 Mile Rd., go south to Centennial Rd., go west to cross Michigan Ave. and enter Green St., go west on Green St to S. Kalamazoo Ave., go south to Dark Horse.

<<Snap9r47.tif>>

Please let me know if you have any questions

Thanks

David

David Giesen Agency

P: 517-787-0165 F: 517-787-0125

EMAIL: david@davidgiesen.com

WEBSITE: <http://www.davidgiesen.com>

FACEBOOK: [David Giesen - State Farm Agent](#)



ADMINISTRATIVE REPORT
June 6, 2011 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

FROM: James M. Schwartz, Police Chief
Tom Tarkiewicz, City Manager

SUBJECT: Public hearing and adoption - for Proposed Ordinance
Association with Controlled Substance(s) under Chapter 137, and listed as
Section: 137.06 - Association With Controlled Substances.

BACKGROUND: Under continual review of the City of Marshall Ordinances, it was discovered that there was no current or proposed ordinance covering people associated with controlled substances. This ordinance will enhance the abilities of law enforcement to detect, confiscate and prosecute offenders involved or associated with illegal drug activity.

As the ordinance is drafted it is intended to address the continued nuisances involved with drug activity at residences, vehicles, parking lots, parks or other areas open to the public. This ordinance is intended and proposed to deal with repeat contacts with law enforcement during lawful investigations and contacts.

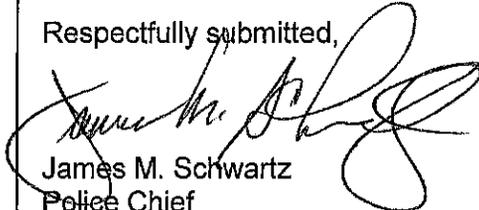
The attached proposed ordinance will need to be afforded public comment and then considered for adoption to allow the City of Marshall Police Department to enforce illegal drug laws and those in association with the violation.

RECOMMENDATION: It is recommended to receive comments at the public hearing on the proposed ordinance, and after hearing comments adopt Chapter 137, Section 137.06 as provided.

FISCAL EFFECTS: None at this time. The fines collected will be delivered to the General Fund as prescribed by law.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,


James M. Schwartz
Police Chief


Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

**CITY OF MARSHALL
ORDINANCE #2011-**

**AN ORDINANCE TO AMEND CHAPTER 137, OF THE MARSHALL CODE, ENTITLED
"OFFENSES RELATING TO CONTROLLED SUBSTANCES"**

Chapter 137 of the Marshall Code is hereby amended to read as follows:

I. Section 137.06 would be added to Chapter 137.

§137.06 ASSOCIATION WITH CONTROLLED SUBSTANCES

No person shall knowingly loiter in or about any building, apartment, store, automobile, trailer or other place, or an area open to the public, where a controlled substance or drug paraphernalia is being illegally used, sold, dispensed, furnished, given away or stored.

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

This Ordinance is declared to be effective immediately upon publication.

Adopted and signed this 6th day of June, 2011.

James L Dyer, MAYOR

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 an ordinance approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on June 6, 2011, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available by said Act.

Sandra Bird, CLERK-TREASURER



ADMINISTRATIVE REPORT
June 6, 2011 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council
FROM: Tom Tarkiewicz, City Manager
SUBJECT: Pratt Park Phase I and II Update

BACKGROUND: In 2005 the City approved a Development Agreement with Allman Partners I, LLC and in 2010 approved the Second Restated and Amended Development Agreement with Pratt Park 1 LLC. The Second Restated and Amended Development Agreement is attached.

At the May 16th meeting, Mr. Vince Trudell addressed the City Council with concerns with Phase I and Phase II. He had concerns of the project and the development agreement. A preconstruction meeting on Phase II and according to the Development Agreement was held on May 24th and the following information was received at the meeting:

1. Schedule for development site – Mass grading will be completed in June. Utilities will be completed in July. When the utilities are complete the driveways and sidewalks will be built. The first building to be constructed will be the westernmost structure (AKA. Building A). It is planned that the first building could have occupancy in October. This schedule is only the best estimate at this time.
2. Emergency contact information – After hours contact numbers will be given to Carl Fedders.
3. Utility Coordination - AT&T, Broadstripe and City Electric will be jointly trenched during July. Hunter Prell will be installing water, storm and sanitary sewer during July. There will be no natural gas installed.
4. Discussion of Permits Required – A Right-of-Way, Soil Erosion and Building permits will be required.
5. “Existing Tree Line” in approved Site Plan – Natalie Huestis discussed with Trae Allman the concerns of the west tree line. Carl Fedders, Tim Banfield and Trae Allman walked the area and Tim Banfield marked the trees to be saved. The scrub brush and unacceptable trees were removed. After the construction is completed, the neighbor’s buffer to Phase II will be reviewed and trees will be added if necessary.

Another meeting followed with the City Attorney Beardslee, Mr. Allman, Natalie Huestis, Carl Fedders, Tim Eggleston and the City Manager. The following items were discussed:

1. Connection Fees – Carl has calculated the sanitary sewer and water connection fees. They will be billed when the building permit is issued and are due before the Certificate of Occupancy (CO) is issued.
2. Discussion of Security Bond – Hunter Prell will deposit a \$2,500 bond for their right of way permit. This will be returned after one year if the right of way is repaired.

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3. Easement Descriptions – An easement will be granted to the City after the sanitary sewer and water mains are in their final locations.
4. Land Division - The land division for this Phase will be finalized prior to the bank closing in October
5. Property taxes – Any delinquent property taxes on the land division for Phase II will be paid at the bank closing in October.
6. Past due City bills – The City is researching several past due bills for their accuracy.
7. Special Assessment Split – The special assessment portion for this phase based on the land division for Phase II will be paid at the bank closing in October.
8. Exterior progress on 1148 Woodruff – The C of O was issued on Thursday, May 26th. The tenant is planning to move in on June 1st.

Mr. Trudell mentioned the following areas of concern in the Development Agreement:

Section 6, 7, & 8 – When the water main and sanitary sewer, which is to become public, is accepted, Mr. Allman will deposit a bond in the amount of 10% of the construction estimate with the City for a two year period.

Section 17 – The preconstruction meeting has occurred.

Section 20 – No more burning will be allowed.

Section 23 – The Planning Commission Chairman, who is also a Licensed Landscape Architect, marked the trees that were not to be removal.

Section 24 – 1148 Woodruff is complete.

RECOMMENDATION: This is an informational report and no action is necessary

FISCAL EFFECTS: None

ALTERNATIVES: As suggested by the Council.

Respectfully submitted,


Tom Tarklewicz
City Manager

SECOND RESTATED AND AMENDED
DEVELOPMENT AGREEMENT

This Agreement, made this 17th day of May, 2010, by and between the City of Marshall, a Michigan municipal corporation with its principal address at 323 West Michigan Avenue, Marshall, Michigan 49068 (hereinafter "City"), and Allman Partners I, LLC, a Michigan limited liability company, and Pratt Park I, LLC, a Michigan limited liability company, both with a principal address of 303 Capital Avenue, S.W., Battle Creek, Michigan 49015, (sometimes hereinafter referred to jointly as "Proprietor") is as follows:

WHEREAS, the City previously approved a proposal for a development project by Allman Partners I, LLC which includes the development the property described on Exhibit A hereto (hereinafter the "Development"); and,

WHEREAS, Allman Partners I, LLC has constructed substantial portions of the Development as originally proposed and approved; and

WHEREAS, Pratt Park I, LLC proposes to revise various remaining phases of the Development to construct, among other features 56 rental apartment units in a revised Phase II; and

WHEREAS, the City and Proprietor desire to address matters of mutual interest regarding the Development; and

WHEREAS, the City desires to insure that all customary municipal improvements required by pertinent City ordinances and regulations for any segment of roadway and/or the Development are properly completed according to specifications of the City, and are compatible and consistent with other similar improvements in other parts of the City; and,

WHEREAS, the City and Proprietor desire, prior to the approval of any plan for any phase of the Development, and prior to the continuation of any construction related to any phase of the Development to establish their respective rights and responsibilities so as to allow a smooth and orderly completion of the Development,

NOW, THEREFORE, the parties hereto agree as follows:

1. Preparation and Submission of Detailed Plans. Proprietor shall have prepared and sealed by a registered professional engineer one (1) mylar reproducible copy and two (2) nonreproducible copies of detailed construction plans for the construction of each phase of the Development, together with plans for all Public improvements to be undertaken as part of each phase of the Development (hereinafter the "Plans"). The Public Improvements shall include the Principal Public Street as defined below, including any traffic islands; all public storm water improvements, public water and sewer improvements and public sidewalks as defined in this Agreement. The Plans shall also show the location of all lighting, signs, electric, telephone and other utilities, water mains, sewer mains, storm sewers, fire hydrants and lines, a neighborhood park, sidewalks and pedestrian walkways, public rights-of-ways and easements. No work on any phase of the Development shall be commenced until the Plans for that phase of the Development

have been given final approval by the City. Proprietor upon completion of the Public Improvements shall have prepared and transmitted to the City one (1) mylar reproducible copy, two (2) nonreproducible copies and a digital file in a format as later described in this Agreement, of detailed as-built plans.

2. Private Roadways. Proprietor has proposed that certain roadway's within the Development (not including the Principal Public Street) not be dedicated as public streets and that they remain private and part of the common elements as set forth in the Master Deed to be recorded by Proprietor pursuant to this Agreement (the "Private Roadways"). All Private Roadways shall be shown as such on the plans and marked on the Plans as Private Roadways and shall not be part of the Public Improvements and Proprietor and its successors in interest shall be responsible for all maintenance and repairs, including plowing, salting, and snow removal related to the Private Roadways. Proprietor agrees that none of the Private Roadways shown on the plans shall ever be entitled to be dedicated as Public Streets.

3. Grading, Storm Sewers, Retention Areas, Soil Erosion, and Sedimentation Control. Proprietor shall, at its sole cost and expense, contract for the installation, as part of the Public improvements of all grading, storm sewers, soil erosion and sedimentation control improvements required for completion of the Public Improvements within the Development, and shall install all private storm water improvements required due to the construction of private improvements within the Development. Proprietor, at its sole cost and expense, shall contract for the installation of all storm sewers necessary to connect the storm sewers within the Development to the City's existing storm sewer system or to private storm water retention areas where the City's storm sewer system is not available for Proprietor's use. All public storm water improvements and private storm water improvements shall be installed using materials which comply with City specifications and shall be installed in a manner consistent with construction plans approved by the City. All private retention areas and storm water improvements installed or utilized as part of the Development shall be designed so as to be of sufficient size and function so as to accommodate an estimated runoff from the Development (as well as any estimated runoff from pre-existing uses of said retention areas or storm water improvements) from a 100 year storm event for a 24 hour period of time. Proprietor shall be entitled to connect the storm water improvements (both public and private) to the storm water retention area(s) as shown on the Plans via open trench until such time as each individual segment of roadway adjacent to the section of the open trench is completed at which time the storm water improvements shall be completed as shown on the approved Plans. All storm-water improvements (including the enclosed storm sewer from the Principal Public Street to the Private Storm Water Retention Area as shown on the Plans) shall be completed as shown on the approved Plans no later than the Principal Public Street Completion Date. Proprietor shall be responsible for assuring that the existing storm water detention area immediately east of the Principal Public Street upon acceptance of any storm water from the public or private improvements to be installed by Proprietor is properly designed and constructed so as to comply with the size and function requirements of this paragraph.

4. Water and Sanitary Sewer Mains and Lines. Proprietor shall contract for the installation of such water mains and sanitary sewer mains as shall be necessary to connect the Development with the City's existing water distribution and sanitary sewer systems (hereinafter the

"Public Water and Sewer improvements"). The Public Water and Sewer Improvements shall include a sanitary sewer main extension and water main extension from existing sanitary sewer and water mains as approved by the City. The location of all Public Water and Sewer Improvements shall be shown on the Plans. All necessary water lines and sanitary sewer lines within the Development, or as shall be necessary to connect the Development to the City's existing water and sanitary sewer mains shall be installed at the sole cost and expense of the Proprietor. All water lines and sewer lines installed by Proprietor shall comply with City specifications and shall be installed in a manner consistent with construction plans approved by the City.

5. Public Sidewalks Within Development. Proprietor shall install Public Sidewalks, sixty (60) inches in width, within the public right-of-way, along each side of the Principal Public Street within the Development as provided for in the Plans, approved by the City, all Public Sidewalks along the Principal Public Street shall be installed at the same time that the street adjacent thereto is constructed but in any event no later than the Principal Public Street Completion Date. The installation of the Public Sidewalks shall be at the sole cost and expense of the Proprietor and shall be subject to the review and approval of the City, prior to installation. Proprietor shall not be required to install Public Sidewalks on the easterly side of the Principal Public Street beginning at the northeast side of proposed Grove Court to Centennial Road.

6. Repair of Improvements, Security. Proprietor shall repair at his sole cost and expense for a period of two (2) years, all defects in the Public Improvements required to be installed by Proprietor pursuant to this Agreement which are to be transferred and/or dedicated to the City pursuant to paragraph 15 below. The two (2) years in which Proprietor shall be responsible for the repair of said Public Improvements shall begin from the date of the acceptance of the particular phase of the Public improvements by the City. In order to provide assurance to the City that prompt repair of said defects will be made, Proprietor shall deposit with the City Clerk cash, certified check, or irrevocable bank letter of credit (in form set forth in paragraph 8 below), in the amount of ten (10%) percent of Proprietor's engineer's estimate of the total cost of that particular phase of the Public Improvements to be transferred or dedicated to the City prior to the acceptance by the City of any of the Public Improvements within the Development. The City shall be provided with a copy of the Proprietor's engineer's estimate of the total cost of the Public improvements itemized by type and cost of improvement. The deposit required by this section shall be subject to review and approval by City and shall be released in phases, as the development progresses by the City, two (2) years after the date of acceptance of the Public Improvements by the City for each particular phase if Proprietor has complied with the requirements of this Agreement related to the installation and repair of the Public Improvements to be transferred or dedicated to the City. The requirement, in the alternative, may be satisfied by Proprietor supplying to the City a repair bond in favor of the City in an amount equal to deposit required by this paragraph. Any repair bond shall be subject to review and approval by the City.

7. Security for Payment of Public Improvement Costs; Security. Proprietor shall, prior to the issuance of any building permit for any structure within any phase of the Development, deposit with the City Clerk, as security for payment of the costs of all Public Improvements required by this Agreement, in cash, certified check, or irrevocable bank letter of credit (as provided for in paragraph 8 below), an amount equal to the Proprietors engineer's estimate of the cost of said Public Improvements for that phase of the Development, together with the estimate cost

of completion of the Principal Public Street. The Proprietor shall provide the City with a copy of Proprietors engineers estimate of the cost of said improvements itemized by type of improvement in that particular phase of the Development and cost. The amount of deposit required by this section shall be subject to review and approval by City. The City shall not unreasonably withhold approval. The letter of credit shall be valid for a period of two (2) years from the date of the issuance of the first building permit for any structure within the Development for a particular phase and shall provide that it may not be cancelled without at least sixty (60) days notice to the City. The City, at its sole option may require issuance of a new letter of credit prior to the expiration of the existing letter of credit if all of the approved Public Improvements have not been completed and approved by the City. This requirement, in the alternative, may be satisfied by Proprietor supplying to the City a surety performance bond, in favor of the City in form and substance acceptable to the City, which bond at all times shall be in an amount at least equal to the estimated cost of completing the Public Improvements for any phase of the Development for which construction has begun, together with the estimated cost of completing the Principal Public Street. Said security performance bond shall not be subject to cancellation at any time in which any construction has commenced on any of the Public Improvements for any phase of the Development and/or at any time prior to completion of the construction of the Principal Public Street, whichever shall occur later.

8. Letters of Credit: Approval. Any irrevocable bank letter of credit provided for in this Agreement shall be drawn upon a financial institution which shall be acceptable to the City. The purpose of said letters of credit shall be to assure that the Proprietor will promptly remit to the City, or such third parties as may be appropriate, such sums as shall be required to complete its obligations under this Agreement. The letters of credit shall provide that the irrevocable letter of credit is available against the City's draft at site accompanied by a certification purportedly signed by an employee or official appearing on the City of Marshall's stationery as follows:

"The City of Marshall is entitled to draw on said letter of credit on behalf of applicant, Allman Partners I., LLC., as payment is due to it under the terms of an Agreement dated February 23, 2004 between Allman Partners I, LLC. and the City of Marshall;"

-or-

"The City of -Marshall is entitled to draw on said letter of credit as it has not received a replacement letter of credit or a renewal of the existing letter of credit acceptable to it within sixty (60) days from the current expiree date."

As required in paragraph 6 above, the letters of credit shall also provide that they will expire two (2) years after the date of their issue provided that the bank shall have given written notice to the City of Marshall by certified mail, return receipt requested, at least sixty (60) days prior to such date that the Letter of credit shall expire sixty (60) days from the date of the notice. No dispute regarding the timeliness, quality, completion, or other aspects of the underlying construction undertaken by any construction contractor shall in any way limit the City of Marshall's right to

exercise the letter of credit, nor shall any such dispute provide any defense to the City's rights hereunder.

9. Certificate of Occupancy. No permanent certificate of occupancy shall be issued for any building within the Development until such time as the City has determined that it has accepted all of the Public Improvements which are necessary to service that building. The City may issue temporary certificates of occupancy as permitted by the building code, provided, however, Proprietor shall comply with the requirements of paragraphs 10 and 11 prior to issuance of any temporary certificate of occupancy.

10. Insurance. Proprietor, prior to the issuance of any temporary certificate of occupancy, shall obtain and maintain public liability and property damage insurance in the minimum amount of One Million and 00/100 (\$1,000,000.00) Dollars against any and all claims for damages and injury based upon construction and/or use of the Public Roadways within the Development or other Public Improvements within the project. Said insurance shall be maintained by Proprietor until the date on which the roadways or other Public Improvements required be constructed and maintained by the Proprietor under this Agreement are accepted by the City. The certificate of insurance issued for this insurance policy shall provide that the City is an additional insured and that said insurance may not be canceled without at least thirty (30) days' written notice to the City.

11. Maintenance of Roadways; Snow and Ice Removal. To the extent that a certificate of occupancy is issued for any building within the Development prior to the date on which the Public Improvements required by this Agreement have been accepted by the City, Proprietor shall provide, at its sole cost and expense, maintenance for the roadways within the Development, including, but not limited to, such snow and ice removal as shall be required to make said roadways reasonably safe and convenient for public travel. In the event that Proprietor defaults in this obligation, the City shall be entitled to conduct said maintenance and charge the cost of said maintenance to Proprietor.

12. Installation of Oversized Water Sanitary Sewer and Storm Sewer Lines. City may direct Proprietor to install oversized water lines, sanitary sewer lines, and/or storm sewer lines (collectively the "Utility Improvements"). In the event that the City directs Proprietor to install oversized water lines, sanitary sewer lines, and/or storm sewer lines, the City shall pay to the Proprietor, upon installation, the actual incremental increase in cost incurred by Proprietor in purchasing the material for the oversized water, sanitary sewer, and/or storm sewer lines. The actual incremental increase in cost shall be determined by calculating the cost of the materials for the oversized lines and deducting therefrom the cost of materials for the installation of Proprietors lines as provided for in the approved Plans. Proprietor shall provide documentation acceptable to the City in order to quantify said increased costs prior to installation of the oversized lines. The City shall make any direction permitted by this paragraph on or before the date of final approval of the Plans for the phase of the Development in which the Utility Improvements are to be installed.

13. Electric, Telephone, Other Communication Systems, and Utilities. Proprietor, at its sole cost and expense, shall contract for the installation of all electric, telephone and other communication systems and other utilities within the Development. All electric, telephone, and

other communication systems and other utilities shall be installed underground consistent with the Plans and in accordance with the requirements of the applicable utility companies. Proprietor shall use all available City utilities including City water, sewer and electric service within the Development.

14. Street Lighting. Proprietor, at its sole cost and expense, shall purchase all materials from the City necessary for the City installation of any street lighting that is installed as part of the Public Improvements to be maintained by the City. The location of all street lighting and the type, quality and style of materials and fixtures to be used for said street lighting, shall be subject to review and reasonable approval by City.

15. Condominium, Dedication of Rights-of-Way, Grant of Easements. Proprietor shall dedicate and/or grant to the City, upon the earlier of acceptance of the Public Improvements by the City or approval of the condominium plan, all rights-of-way and easements necessary for construction and maintenance of all Public Improvements as shown on the Plans and for emergency vehicle access as approved by the City, including, but not limited to, a sixty-six (66) foot right-of-way of the Principal Public Street and a sixty (60) foot right-of-way for each of the other public streets within the Development and easements for all other Public Improvements.

16. Standard and Customary Permit and Hook-Up or Connection Fees. Proprietor shall also pay to the City the City's usual and customary fees for standard permits such as water and sewer hook-up and connection fees, building permit fees, together with all other routine types of fees and charges of the City effective as of the date that the City issues the Permit for the inspections, hookups, connections, and other matters for which the fees and charges are applicable. Proprietor shall promptly remit to City the usual and customary fees for standard permits, inspections, hookups or connections made within the Development. In the event that Proprietor shall make changes to the location, type or design of any primary or secondary electric service or any water or wastewater lines after obtaining site plan approval, said changes in location, type and/or design shall be at the sole cost and expense of Proprietor. All such changes shall be subject to review and approval of City.

17. Preconstruction Meeting. Proprietor and City shall, prior to the commencement of construction on any phase of the Development and prior to construction of the Principal Public Street, hold a preconstruction meeting at the offices of the City or at such other location as may be agreed to by the parties, so as to review the details of construction and any issues surrounding compliance with this Agreement. It shall be the goal of the preconstruction meeting to attempt to facilitate a smooth and orderly completion of the Development consistent with the terms of this Agreement and the Plans.

18. Owners Association; Maintenance of Private Roadways, Landscaped Traffic Islands and Medians Maintenance of Storm Sever Inlets, Storm Water Detention Basin(s) and Facilities; Maintenance of Common Open Space Areas, Neighborhood Park and Pedestrian Walkways; Facilities and Detention Basin(s); Connection to City Storm Water System. Pursuant to the terms of the Condominium Act, Proprietor shall create an Owners' Association composed of all owners of condominium units within the Development ("Owners Association"), Membership in the Owners' Association shall be required and covenants and restrictions shall be recorded as part of the master

deed requiring the owners of property in the Development to maintain and repair all storm sewer inlets not located within the public roadway rights of way, storm water detention basin(s) and facilities not located within public roadway rights of way and care for and maintain the common open space areas, neighborhood park and pedestrian walkways; all Private Roadways and all medians and traffic islands in the Development. Proprietor shall, within the master deed, provide for the care and landscaping of the common open space areas, neighborhood park; pedestrian walkways, Private Roadways and the medians and traffic islands and the maintenance and repair of all storm sewer inlets, storm water detention basin(s) and facilities not located within public roadway rights of way in the Development by the members of the Owners' Association, the Proprietor or its assigns or successors. The master deed shall provide that in the event the Owners' Association does not maintain common open space areas, neighborhood park and pedestrian walkways, Private Roadways, the landscaped medians and traffic islands and/or maintain and repair all storm sewer inlets, storm water detention basin(s) and facilities not located within public roadway rights of way to the satisfaction of the City, that the City may conduct said maintenance and/or repair and charge to the individual owners within the Development the cost thereof. The master deed shall provide that in the event the members of the Owners' Association do not make payment of the costs billed to them by City, the City shall be entitled to place a lien on all real property within the Development, place the costs so incurred upon the next City tax roll and collect said lien in the same manner as real property taxes are collected.

19. Acceptance of Improvements by City. To the extent not already complete and accepted, upon compliance with the terms and conditions of this Agreement, and inspection and approval of the Public Improvements by City, City agrees to accept transfer of the Public Improvements to it, accept the rights-of-way or easements dedicated or granted to the City as shown on the Plans, and also to accept the dedication of the Public Roadways within the Development, including the rights-of-way thereof as public streets.

20. Removal of Brush Discarded Building Materials and Rubbish. Proprietor shall remove from the Development all discarded brush, building materials, and rubbish. No brush, discarded building materials, and/or rubbish may be disposed, of by burning. Discarded building materials and rubbish shall be removed from the Development at least once each month during the construction of improvements and buildings and within one (1) month after completion or abandonment of construction within the Development.

21. Digital File Format For As Built Plans. The digital files of as built plans required by paragraph I above shall be provided in the following format:

- a. AutoCAD version 2002 or later (preferred)
- b. Files shall be in DWG or DXF formats
- c. Key thematic features shall be stored on unique CAD layers (i.e., Storm sewers, Sanitary sewers, water distribution system, roads, natural drainage, etc. each on separate layers)
- d. All drawings shall contain adequate geodetic reference to "real world" coordinates per one of three options:

- i. A drawing element will reference a section corner/quarter-corner with distance and bearing data relating this point to the site plan.
 - ii. Two drawing elements will be identified with "real world" coordinates established by conventional field survey techniques (i.e. GPS or total station).
 - iii. Geographic coordinates shall appear in the drawing as text of a readable size and shall be in either Michigan State plane NAD83 system or geographic coordinates of sufficient resolution to derive state-plane feet within 1/10 of a foot.
- e. Drawing units shall be in feet.
 - f. File transfer media shall be in CD ROM format.

23. Buffer and Open Space Areas. Except as may be approved by the Marshall Planning Commission for the construction of an earthen berm along the west line of the revised "Phase II" of the development, Proprietor shall not grade or cut vegetation within the common open space areas within twenty (20) feet of the perimeter of the Development (the "Buffer Area"). Notwithstanding this prohibition, Developer may remove dead vegetation and grade and trim as necessary to provide for the installation of utility service to the development. It is the intent of this paragraph to preserve existing vegetation for the common open space at the edges of the development in its natural state so as to provide screening to properties adjacent to the Development. Upon written approval by the City, Proprietor may remove prohibited species of trees (as defined by the City Code) from the Buffer Area but must replace the prohibited species of trees removed with other trees pursuant to a written plan approved by the City.

24. Construction of Unit. Prior to December 31, 2010 Developer shall complete construction of the Condominium Unit at 1148 Woodruff Drive to the point that it complies with the International Property Maintenance Code section 303, "Exterior of Structure" as adopted by the City.

25. Regulatory and/or Enforcement Rights of the City. Nothing in this Agreement shall be deemed to in any way restrict or limit any right to take any action or enforce any rule or regulation regarding the installation of underground facilities or tie construction of the Development or to regulate the proposed Development which the City, may have pursuant to State law, City ordinance, and/or regulation.

26. Hold Harmless. Proprietor agrees to defend, indemnify, and save harmless the City, its officials, employees and agents from all, liability claims, demands, judgments, and expenses to persons or property occasioned wholly or in part by acts or omissions of Proprietor or its agents, employees, or contractors undertaken as a result of this Agreement, except for any claims, demands, judgments and expenses which are caused by the gross negligence of the City its officials, employees and agents.

27. No Third-Party Rights. It is agreed and understood between the City and the Proprietor that this Agreement is made solely for the benefit of the City and the Proprietor, and that it is not made for the benefit of any third party and that no action or defense may be founded upon

this Agreement except by the parties' signatory hereto except that Proprietors' covenants contained herein shall be binding on Proprietors' successors and assigns and the City shall be entitled to enforce said covenants in the same manner as if it were Proprietor against which enforcement is sought.

28. Captions and Pronouns. The headings of the numbered sections contained herein are for convenience only and do not limit, define, or construe the contents of such sections. Whenever a personal pronoun is used in the male, female, or neuter gender, it shall be deemed to include masculine and feminine, unless the context indicates otherwise.

29. Complete Contract. This Contract contains the entire Agreement between the parties related to the transactions contemplated hereby and all prior or contemporaneous agreements, undertakings, representations, and statements, oral or written, are merged herein. Provided, however, Proprietor shall continue to be bound by any representations and/or documents provided to City as part of the Plan approval and site plan approval process.

30. Drafting. This Agreement has been drafted after extensive negotiations between all parties and shall not be interpreted against, or in favor of, any party based solely upon the participation of such party's legal counsel in the formulation of the language and terms used herein.

31. Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the internal laws of the State of Michigan.

WITNESS:

CITY OF MARSHALL, a Michigan municipal corporation



Sandra Bird
By: Sandra Bird
Its: Clerk-Treasurer

STATE OF MICHIGAN)

(ss.

COUNTY OF CALHOUN

The foregoing instrument was acknowledged before me the 13th day of May, 2011, by Sandra Bird, City Clerk-Treasurer of the City of Marshall, on behalf of said City, by authority of the City Council.

TRACY L. HALL
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF CALHOUN
My Commission Expires 10/19/2012
Acting In the County of Calhoun

Tracy L. Hall
Notary Public
Calhoun County, MI
My commission expires: 10-19-2012

ALLMAN PARTNERS I, LLC

WITNESS:

[Handwritten Signature]
Kelly L. Case

[Handwritten Signature]

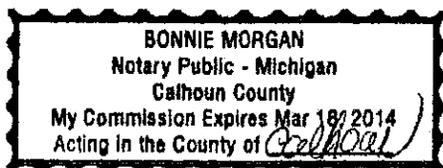
By: Richard G. Allman, III
Its: President

STATE OF MICHIGAN) *Michigan*
(ss.
COUNTY OF CALHOUN *Calhoun*

The foregoing instrument was acknowledged before me the 13th day of May, 2011, by Richard G. Allman III, President, on behalf of Allman Partners I, LLC .

[Handwritten Signature]

Notary Public
Calhoun County, MI
My commission expires:





ADMINISTRATIVE REPORT
June 6, 2011 - CITY COUNCIL MEETING

REPORT TO: City Council
FROM: Mayor James Dyer
SUBJECT: Michigan Main Street Program

BACKGROUND: The City was selected as a Main Street community in 2003. At that time, the City through the DDA hired a full time Main Street Manager. The City's Main Street program has progressed through the program steps.

On May 26th, the DDA/Main Street Board voted to graduate from the program. The following motion was made and approved:

Moved Member LaForge, supported Member Vincent to recommend to City Council that Marshall graduates out of the Main Street program immediately. On a roll call vote; motion carried 5-4. Voting in favor of the motion was LeForge, Vincent, Damron, Tarkiewicz and Keith. Voting in opposition was Knight, Schaitnman, Ostrum and Sykora. Absent were Koppenhaver, Traver, and Stuart.

RECOMMENDATION: Since the City is the contractor with the State of Michigan, action by the City Council would be required to implement this recommendation. I am currently conducting a review of the City's economic development process, which includes the City's participation in the Main Street program. I expect to have a report, and possibly certain recommendations, to the City Council on this subject within 90 days, or sooner.

I recommend the City Council receive the recommendation of the DDA, take no action on the recommendation until the review of our economic development process is complete, set this matter for formal council action at our first meeting in September and authorize the Mayor to inform the DDA of this decision by letter.

FISCAL EFFECTS: None

ALTERNATIVES: As suggested by the Council.

Respectfully submitted,

James Dyer
Mayor

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ADMINISTRATIVE REPORT
June 06, 2011 CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council
FROM: Keith Zienert, Powerhouse Superintendent
Carl Fedders, Public Services Director
Tom Tarkiewicz, City Manager
SUBJECT: Replacement of 2400 Volt Switchgear - Equipment

BACKGROUND: In the current and upcoming fiscal year budgets, \$452,000 is allocated to fund the replacement of 2400 Volt Switchgear and \$100,000 is allocated for funding of the Automated Load Control of the Hydro Generators at the powerhouse. Proposals were received and awarded in November 2010 for the engineering portion of the replacement switchgear for \$41,000. Staff has received proposals for the actual switch and switchgear. Also received was an alternate which includes Automatic Synchronizing Equipment for this project.

The existing switchgear was installed in the early 1920's when the first section of the plant was built and diesel engines installed. This switchgear serves #1 & #3 Hydro and #2 Engine as well as emergency station power in the event of a blackout and backup electrical DC power.

The Perrin Dams Hydroelectric Feasibility Study completed in 1999 by Ayres, Lewis, Norris & May stated from a mechanical standpoint the switchgear could last several more years without major repair. This study also recognized the safety aspect of an open bus and oil breaker design with a lack of protective devices and recommended replacement for extended service through the term of our current FERC license (2035).

The Comprehensive Review and Analysis of the Hydro Electric Generation completed in 2007 recommended replacement of this switchgear due to safety, age, availability of spare parts and protection (or lack of) for the generators. With the new switchgear and the hydro automation project the hydroelectric generators will operate on a 24 hour a day timetable without an operator on duty and the study expected to see a 3.5% increase in generation output.

The Short Circuit/Device Coordination/Arc Flash/Shock Hazard Study dated May 2009 marked this switchgear as an area of extreme danger as calculated by the IEEE Standard 1584 and should not be approached with respect to the operations of switches.

The following proposals were received for 2.4 kV switchgear and associated equipment, and 4.16 kV switch unit:

ABB Inc.	Lake Mary, FL.	\$153,568.00
Wesco Distribution	Grand Rapids, MI.	\$238,235.00
Pedersen Power Products	Omaha, NE.	\$230,244.00
Primary Integration Encorp LLC	Fort Collins, CO.	\$228,000.00

When reviewing the proposals, Wesco Distribution and Pederson Power Products failed to supply gear that met the necessary space requirements that was included in the request for proposals. The proposal from ABB Inc. appears to be complete but is over \$85,000 less than the average of the other proposals received. Attached to this report is a letter of recommendation from SSOE who has been responsible for the design and installation oversight of the gear.

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In addition to the recommendation for council to select Primary Integration Encorp LLC, staff recommends that council consider including an alternate that will allow automatic synchronizing equipment for an additional \$25,000.00.

This package although being the highest priced is the most complete and includes the necessary human-machine interface required for the Hydro automation project.

RECOMMENDATION: It is recommended that Council approve the proposal submitted by Primary Integration Encorp LLC for \$253,000.00. This package will include the 4.16 kV switch, 2.4 kV switchgear including extra materials for maintenance and spare fuses and testing / commissioning.

FISCAL EFFECTS: To appropriate \$253,000.00 from the Electric Fund expenditure budget line item 582.900.970 for this project.

ALTERNATIVES: None.

Others as suggested by Council.

Respectfully submitted,



Keith Zienert
Powerhouse Superintendent



Carl Fedders
Public Services Director

Tom Tarkiewicz
City Manager

May 31, 2011

Mr. Keith Zienert
 City of Marshall, Michigan
 Department of Public Service
 Municipal Building
 Street
 Marshall, Michigan

RE: Evaluation of Bids
 2.4 kV switchgear
 Project No. 010-01840-00

Mr. Keith Zienert:

Sealed bids for the subject Contract were received and opened by the City of Marshall (City) on May 20, 2011. Four (4) bids were received. A summary of the four (4) bids are as follows:

Bidder	Base Bid	Metal Enclosed Switch Only Alternate 1	Metalclad Switchgear Only Alternate 2	Automatic Synchronizing Alternate 3
Pedersen Power Products 3900 Dahlman Avenue Omaha NE 68107	\$230,244.00	\$8,501.00	\$221,743.00	\$3,700.00
WESCO Distribution 7650 Caterpillar Court Suite A Grand Rapids MI 49548	\$238,225.00	\$10,000.00	\$228,225.00	\$2,375.00
PI Encorp LLC 1825 Sharp Point Drive Fort Collins CO 80525	\$405,000.00	\$8,500.00	\$219,500.00	\$25,000.00
ABB Inc 655 Century Point Lake Mary FL 32746	\$153,568.00	\$23,958.00	\$129,610.00	\$9,773.00

A bid tabulation listing all of the requested proposal data has been prepared and a copy is attached. There were no addendums issued.

The base bid includes a single section 4.16kV metal enclosed switchgear, 2.4 kV three cubicle metalclad switchgear with two generator circuit breakers & main circuit breaker, two power potential transformers and exciter equipment for Hydro generators No. 1 and No. 3. Only P I Encorp LLC (Encorp) provided a bid that met the complete intent of the specifications. Pedersen Power Products (Pedersen), WESCO Distribution (Wesco) and ABB Inc (ABB) did not



Mr. Keith Zienert
City of Marshall, Michigan
June 1, 2011
Page 2 of 3

include excitation equipment for Hydro generators Nos.1 and 3. In addition to not provided the specified excitation equipment, the bids from Pedersen and Wesco were based on provided a five section switchgear lineup rather than the specified three section lineup. A five section lineup will not meet the project space requirements.

Alternate number 1 is for providing only the 4.16kV switch. The Encorp bid is the apparent low bid at \$8,500.00.

Alternate number 2 is for the supply of the 2.4 kV metalclad switchgear with provisions for excitation equipment. Alternate number 2 does not include either the 4.16 kV metal enclosed switch or the excitation equipment. The ABB bid is the apparent low bid at \$129,610.00; however, ABB's bid does not include provisions for excitation equipment. The Encorp bid at \$219,500.00 is \$89,890.00 higher but includes interface for excitation equipment. The bids from Pedersen and Wesco are higher then Encorp's bid and neither included the specified provisions for excitation equipment.

Alternate number 3 is for furnish an automatic synchronizing system, utilizing an automatic synchronizer, similar to Basler BE1-25A or Encorp auto synchronization panel including furnishing and installing required connecting accessories and wiring. Wesco has the lowest price for this alternate at \$2,375. SSOE does not recommend complete automatic synchronizing.

The Encorp proposal is the only bid that is complete and responsive to the bidding specification. SSOE recommends that the 2.4 kV Switchgear Contract be awarded to Encorp for its base bid price of \$405,000. However, if the City does not want to proceed with the purchase of excitation equipment at this time, then SSOE recommends that 2.4 kV Switchgear Contract be awarded to Encorp as follows

Alternate No. 1 – Metal Enclosed Switch	\$8,500.00
Alternate No. 2 – Metalclad Switchgear	\$219,500.00
Total Contract	\$228,000.00

Please review the recommendation and if you have any questions, do not hesitate to contact this office.

Mr. Keith Zienert
City of Marshall, Michigan
June 1, 2011
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Please call me if you have any questions or require any further information.

Sincerely,

SSOE Group



Vincent Trejchel, P.E.
Senior Electrical Engineer

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ADMINISTRATIVE REPORT
June 6, 2011 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council

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

SUBJECT: Design Services – 2011.03 Local Street Rehabilitation

BACKGROUND: Staff has received the following quotes for design and construction services for the 2011 Local Street Rehabilitation:

Civil Engineers Inc.	Battle Creek	\$9,805
KEBS, Inc.	Marshall	\$11,150

The project will include River Road from the City Limits to Maple Street and Maple Street from River Road to Washington Street. The project was included in the FY 2012 budget with an estimate of \$130,000.

Civil Engineers Inc. has last worked for the City of Marshall in the past, most recently on the reconstruction of Linden Street which was performed in 2006.

RECOMMENDATION: It is recommended that the City Council accept the proposal from Civil Engineering Inc. for the design and construction services for the 2011.03 Local Street Rehabilitation for the not to exceed cost of \$9,805.

FISCAL EFFECTS: To appropriate \$9,805 from the expenditure budget line item 203-900-970 for the proposed engineering services of Civil Engineers Inc. for the 2011.03 Local Street Rehabilitation project.

ALTERNATIVES: As suggested by the Council.

Respectfully submitted,

Carl Fedders
Director of Public Services

Tom Tarkiewicz
City Manager

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