



**CITY COUNCIL
WORK SESSION AGENDA
Monday, September 19, 2011
6:00 PM – 6:45 PM
City Hall**

A. Charter Revisions

B. Other Items

C. Future Work Sessions

October 6 Annual Streets Report

D. Future topics

Hospital Neighborhood Committee report
Historic District Ordinance

Mayor:

James Dyer

Council Members:

Ward 1 - Wayne Booton

Ward 2 - Nick Metzger

Ward 3 - Brent Williams

Ward 4 - VACANT

Ward 5 - Jody Mankerian

At-Large - Kathy Miller



ADMINISTRATIVE REPORT
September 19, 2011 – WORK SESSION

REPORT TO: Honorable Mayor and City Council
FROM: Tom Tarkiewicz, City Manager
SUBJECT: City Charter Possible Revisions

STATE AUTHORIZATION

The Home Rule City Act PA 279 of 1909 and the 1963 Michigan State Constitution allow for Cities to have a Charter to establish self-government. The City of Marshall preamble is as follows:

To the end that the people of the City of Marshall may enjoy, to the fullest extent, the advantages and benefits of local self-government as authorized by the constitution and laws of the State of Michigan, they hereby establish this charter.

CITY CHARTER HISTORY

The full Charter was revised in 1978 through a Charter Commission elected by the people. In 1988, the Charter was revised to eliminate the Board of Public Utilities. In 1996, Section 2.08(f) of the Charter was revised to add parking lot sales needing voter approval. All these revisions were approved by the electorate.

REVISION PROCESS

The Home Rule City Act PA 279 of 1909 as amended dictates the procedure for amending a Charter.

§ 117.21. *Charter amendment; procedure.*

Sec. 21. (1) An amendment to an existing city charter, whether the charter was adopted under this act or formerly granted or passed by the legislature for the government of a city, may be proposed by the legislative body of a city on a 3/5 vote of the members-elect or by an initiatory petition. If the amendment is proposed by the legislative body of the city, the amendment shall be submitted to the electors of the city at the next regular municipal or general state election, or at a special election, held not less than 60 days after the proposal of the amendment. If the amendment is proposed by an initiatory petition, the amendment shall be submitted to the electors of the city at the next regular municipal or general state election held in the city not less than 90 days after the filing of the petition.

(2) Proposed charter amendments and other questions to be submitted to the electors shall be published in full with existing charter provisions

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that would be altered or abrogated by the proposed charter amendment or other question. The purpose of the proposed charter amendment or question shall be designated on the ballot in not more than 100 words, exclusive of caption, that shall consist of a true and impartial statement of the purpose of the amendment or question in language that does not create prejudice for or against the amendment or question. The text of the statement shall be submitted to the attorney general for approval as to compliance with this requirement before being printed. In addition, the proposed charter amendment in full shall be posted in a conspicuous place in each polling place. The form in which a proposed charter amendment or question shall appear on the ballot, unless provided for in the initiatory petition, shall be determined by resolution of the legislative body, and if provided for by the initiatory petition, the legislative body may add an explanatory caption.

(3) A proposed charter amendment shall be confined to 1 subject. If the subject of a charter amendment includes more than 1 related proposition, each proposition shall be separately stated to afford an opportunity for an elector to vote for or against each proposition. If a proposed charter amendment is rejected at an election, the amendment shall not be resubmitted for a period of 2 years.

(4) A city charter formerly granted by a different act of the state legislature, including the charter of a city of the fourth class, that adopts or comes under any part of this act by amendment under this section, and not by general revision, adoption, or incorporation under this act, may again be amended under this section, as to the part or parts that are amended, by re-enacting under this section that part or parts of the original act of incorporation that existed before any amendment was made under this act. The part or parts of the original act of incorporation that are re-enacted shall not be construed as operating or coming under the provisions of this act in any manner, it being the intention to permit a city described in this subsection, to adopt by amendment any part of the provisions of this act permissible or to withdraw from the provisions of this act.

(5) Propositions and questions shall be proposed, initiated, submitted and canvassed in a manner similar to that provided for charter amendments.

STAFF SUGGESTED REVISIONS

City Staff has reviewed the Charter and is suggesting several changes. The Council may suggest other revisions. A "track change" document is attached. A summary follows.

Section 2.02(b) – Article II should be 11.

Section 2.10 – It is suggested that the Clerk Treasurer and the Assessor not be appointees of the Mayor but be employees hired by the City.

Section 2.11 – It is suggested that the language of requiring the City

Manager to reside in the City be eliminated to coincide with State law.
Section 2.15 – It is suggested that the provision mandating two meetings a month be changed to meet monthly. Frequently, there is minimal business for a meeting and the business could wait to the subsequent meeting.
Section 2.27 – It is suggested that the June 1st requirements be changed to allow for other possible meetings in June.
Section 3.01(a) - It is suggested that the Clerk Treasurer and the Assessor not be listed as administrative officials.
Section 3.01(b) - Article II should be 11.
Section 3.03(a) – The Acting City Manager comes from the Director level and we do not have the administrative officer's designation.
Section 3.05, 3.06 & 3.07 – Since we are recommending the removal of the Clerk Treasurer and Assessor as appointed officials these sections should be eliminated.
Section 3.08 – This section will be renumbered to Section 3.05.
Article VII, Library – Since the Library is now a District Library, this section should be eliminated.

There are also several grammatical corrections which are shown.

MARSHALL CITY CHARTER

PREAMBLE

To the end that the people of the City of Marshall may enjoy, to the fullest extent, the advantages and benefits of local self-government as authorized by the constitution and laws of the State of Michigan, they hereby establish this charter.

ARTICLE I GENERAL MUNICIPAL POWERS

Section 1.01, Corporate Name

The municipal corporation now existing and known as the City of Marshall shall be and continue as a municipal corporation under the laws of the State of Michigan.

Section 1.02, Boundaries

The boundaries shall be those presently on file with the office of the Secretary of State of Michigan and in the office of the City Clerk-Treasurer and may be changed in such manner as prescribed by law without amendment to this charter.

Section 1.03, General Powers

The City of Marshall shall be vested with any and all powers, privileges and immunities which home rule cities are or may hereafter be required or permitted to exercise or to provide for in their charters under the Constitution and the laws of the State of Michigan.

Section 1.04, Exercise of Powers

Where no procedure is set forth in this charter for the exercise of any power granted to or possessed by the city and its officers, the council may resort to any procedure set forth in any statute of the State of Michigan. If alternate procedures are to be found in different statutes, then the council shall select that procedure which it deems to be most expeditious and to the best advantage of the city and its citizens. Where no procedure for the exercise of any power of the city is set forth, the council may prescribe by ordinance a reasonable procedure.

Section 1.05, Construction

The powers of the city under this charter shall be construed liberally in favor of the city, and the specific mention of particular powers in the charter shall not be construed as limiting in any way the general power stated in this article.

Section 1.06, Intergovernmental Relations

The city may exercise any of its powers or perform any of its functions and may participate in the authorized financing thereof, jointly or in cooperation, by contract or otherwise, with any one or more states or political subdivisions or agencies thereof, or the United States or any agency thereof.

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ARTICLE II, CITY COUNCIL

Section 2.01, Corporation

There shall be a city council of seven members. One shall be nominated and elected by the qualified voters of the city at large. One council member, designated as the mayor, shall be nominated and elected by the qualified voters of the city at large. The remaining council members shall be nominated from each of the five (5) wards, however, their election shall be by the qualified voters of the city at large. The nomination and election of the city council shall be on a nonpartisan basis, and according to the provisions in Article VI.

Section 2.02, Qualifications

- (a) **Eligibility.** Members of the council shall be qualified electors of the City of Marshall. Members of the council shall be residents of the area from which they are nominated.
- (b) **Oath and Bond of Office.** Every elected officer, before entering upon the duties of office, shall take the oath of office prescribed in Section 1 of ARTICLE II-11 of the Constitution of 1963 of the State of Michigan, and shall file the same with the clerk together with any bond which may be required by this charter or by the council. In the case of failure to comply with the provisions of this section within ten (10) days from the date of election, such officers shall be deemed to have declined the office and such office shall thereupon become vacant unless the council shall, by resolution, extend the time which such officer may qualify as above set forth.

Section 2.03, Election and Terms

At the first election under this charter all seven council members shall be elected; the council members from wards 1, 3, and 5 shall serve for terms of four (4) years and the other council members shall serve for terms of two (2) years. Thereafter, council members shall serve for terms of four (4) years, except the mayor whose term shall be for two (2) years. Regular election of council members to fill the positions of those whose terms expire shall be held in November of even numbered years to coincide with the general election. All terms of office shall begin the first day of January after the election.

Section 2.04, Compensation and Expenses

The salary of the members of the council, with the exception of the mayor, shall be \$300.00 per year. Salary of the mayor shall be \$500.00 per year. These salaries shall constitute the only remuneration which shall be paid to the members of the council and mayor for the discharge of their official duties, except that expenses incurred on behalf of the city shall be paid if authorized by the council.

Section 2.05, General Powers and Duties

All powers of the city shall be vested in the council except as otherwise provided by law or this charter, and the council shall provide for the exercise thereof and for the performance of all duties and obligations imposed on the city by law.

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Section 2.06, Judge of Qualifications of Members

The council shall be the judge of the eligibility of its own members, subject only to review by the courts.

Section 2.07, Mayor

The mayor shall preside at meetings of the council, shall be recognized as head of the city government for all ceremonial purposes and by the Governor for purposes of military law, but shall have no administrative duties except as otherwise provided in this charter. At the first meeting in January following each regular city election, the council shall elect from among its members a mayor pro-tem who shall act as mayor during the absence or disability of the mayor, and if a vacancy occurs, shall become mayor for the remainder of the unexpired term. In the event of a vacancy occurring in the office of the mayor pro-tem, the council shall appoint one of its elected members to fill such vacancy. In the event of the absence or disability of the mayor and the mayor pro-tem the council shall appoint one of its elected members to act as mayor during the absence or disability of the mayor and mayor pro-tem.

Section 2.08, Prohibitions

- (a) **Memberships, Other Boards and Commissions.** Except where provided elsewhere in this charter, no more than one council member shall serve on any appointed board or commission and no member of the council shall serve on the Board of Review.
- (b) **Holding Other Offices.** Except where authorized by law, no members of the council shall hold any other city office or employment during the term for which they are elected or appointed to the council, and no former council member shall hold any compensated appointive city office or employment until one (1) year after the expiration of the term for which that member was elected or appointed to the council.
- (c) **Appointments and Removals.** Neither the council nor any of its members shall in any manner dictate the appointment or removal of any city employees whom the city manager or any of the administrative officers or department heads are empowered to appoint, but the council may express its views and discuss with the manager anything pertaining to appointment and removal of such employees.
- (d) **Interference with Administration.** Except for the purpose of investigations duly authorized by the council under Section 2.14 of this charter or routine inquiries, the council or its members shall deal with the department heads and employees who are subject to the directions and supervision of the city manager, solely through the city manager, and neither the council nor its members shall reprimand or give orders to any such department head or employee, either publicly or privately.
- (e) **Abstentions from Voting.** No member of the council shall abstain from voting upon an issue unless excused prior to the roll call by a majority of the other members of the council present. Conflict of interest shall be the sole reason for a request to abstain from voting.

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- (f) **Parks, Cemeteries and Parking Lots.** The City shall not have the power to sell, divide, lease, partition, plat, subdivide, dispose, swap, convey, trade or give away any city park, cemetery, or parking lot or any part thereof unless specifically approved by a majority of the electors voting at any general or special election.
- (g) **Default.** The city council shall not make any contract with or give any official position to any person who is in default to the city.

Section 2.09, Vacancy Procedure

- (a) **Vacancies.** The office of any council member, including the office of mayor, shall become vacant upon the occurrence of one or more of the following events: (1) for any reason specified by law or for any intentional violation of this charter, (2) the council member's death or adjudication of mental incompetency, (3) the council member's resignation tendered to the council and accepted by the council, (4) the council member's termination of residency within that area from which he or she was nominated as specified in Section 2.01, (5) the council member's absence from four (4) consecutive regular meetings of the council or 25% of all regular meetings in any calendar year unless such absence shall in each case be excused by the council, (6) the council member's conviction of a felony.
- (b) **Filling of Vacancies.** If a vacancy occurs in the city council, except in the office of mayor, the city council shall, at a regular meeting and within sixty (60) days after such vacancy occurs, appoint a person who possesses the qualifications required of holders of said office. This term shall expire on January first of the year following the next regular election. At this election such vacancies shall be filled for the balance of the unexpired term, if any. However, if any such vacancy is not filled within sixty (60) days or if three or more vacancies in the positions of mayor and council members exist simultaneously or are held by appointments, the clerk shall, within ten (10) days, call a special election to be held within one hundred twenty (120) days thereafter to fill such vacancies for the unexpired terms. No vacancies shall be filled in any manner if fewer than ninety (90) days remain in said vacant council term of office.

Section 2.10, Appointment of City Officials Attorney.

The ~~clerk, treasurer, assessor, and~~ city attorney shall hold office by virtue of appointment by the mayor and subject to confirmation of two-thirds (2/3) of the council, ~~which body shall also set their compensation.~~ These appointees-The City Attorney may be removed for cause by a two-thirds (2/3) vote of the council. ~~The~~ All such appointments shall be made at the first regular meeting of the Council in May following each regular city election, and the persons so appointed shall hold office for terms of two (2) years from the first day of June following their appointment.

Section 2.11, Appointment of City Manager.

The city manager shall be appointed by a two-thirds (2/3) vote of the entire council for an indefinite term. The appointment shall be primarily on the basis of executive and administrative

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qualifications. The council shall fix the city manager's compensation. ~~The city manager, once appointed, shall become a resident of the city.~~

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Section 2.12, Removal of City Manager

- (a) The council, at a regular meeting, shall adopt, by affirmative vote of two-thirds (2/3) of all its members, a preliminary resolution which must state the reasons for removal and may suspend the manager from duty for a period not to exceed forty-five (45) days. A copy of the resolution shall be delivered promptly to the manager.
- (b) Within five (5) days after a copy of resolution is delivered to the manager, the city manager may file with the council a written request for a public hearing. This hearing shall be held at a council meeting not earlier than thirty (30) days after the request is filed. The manager may file with the council a written reply not later than ten (10) days before the hearing.
- (c) The council may adopt a final resolution of removal, which may be made effective immediately, by affirmative vote of two-thirds (2/3) of all its members at any time after five (5) days from the date when a copy of the preliminary resolution was delivered to the manager, if the manager has not requested a public hearing, or at any time after the public hearing if the manager has requested one.
- (d) The manager shall continue to receive the same salary until the effective date of a final resolution of removal. The manager serves at the pleasure of the council, and the reason or reasons for removal need not necessarily be for cause, but may be for any reason or reasons which the council at its sole discretion deems to be sufficient.

Section 2.13, Appointment of Boards and Commissions.

The city council:

- (a) shall establish such boards and commissions as required by law;
- (b) may establish such other boards and commissions as they deem necessary;
- (c) by majority vote, shall appoint and remove members of such boards and commissions as established here and elsewhere in this charter;
- (d) shall, in December of each year, publish a listing of all board or commission positions which are scheduled to expire the following year and the term of office for each. Such notice shall also state how applicants may apply for such vacancies. The notice shall be published in a newspaper of general circulation within the city. Said notice shall also be posted in city hall.

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Section 2.14, Investigations

The council, by official action, may make investigations into the affairs of the city and the conduct of any city department, office or agency and for this purpose may subpoena witnesses, administer oaths, take testimony and require the production of evidence. Any person who fails or refuses to obey a lawful order issued in the exercise of these powers by the council shall be guilty of a misdemeanor and punishable by a fine of not more than \$100, or by imprisonment for not more than thirty days, or both.

Section 2.15, Procedure

- (a) **Meetings.** The council shall meet regularly ~~at least twice in every month~~ at such time and places as the council may prescribe by resolution. Special meetings shall be called by the clerk upon written request by the mayor or four (4) members of the council. All meetings shall be open to the public, except as provided by State law, and notice of all meetings shall be made in accordance with State law.
- (b) **Rules and Journal.** The council shall determine its own rules and order of business and shall keep a journal in the English language of its proceedings. This journal shall be a public record. After this record is approved by the council, the mayor and clerk-treasurer shall certify it by their signatures.
- (c) **Voting.** Four (4) members of the council shall be a quorum for the transaction of business at all meetings of the council, but, in the absence of a quorum, any member may adjourn any regular or special meeting to a later date. The vote upon the passage of all ordinances, and upon the adoption of all resolutions shall be taken by roll call vote and entered upon the record. The council may, by vote of not less than three (3) of its members, compel the attendance of its members and other officers of the city at its regular and special meetings and may enforce orderly conduct therein; and any member of the council or other officer of the city who refuses to attend such meetings or conduct himself in an orderly manner shall be deemed guilty of misconduct in office.
- (d) **Publication.** The proceedings of the city council shall be published in a local newspaper of general circulation in the city following each meetings of the city council. The publication of a synopsis of these proceedings, prepared by the city clerk-treasurer, shall show the substance of each separate action of the city council.

Section 2.16, Legislative Power

All legislative or policy-forming powers of the city shall be vested in, exercised, and determined by the city council. The city council shall adopt such resolutions, ordinances, and technical codes according to the legislative process as outlined in ARTICLE IV of this charter.

Section 2.17, Surety Bonds

The council may require any officer or employee to give a bond, to be approved by the council, conditioned upon the faithful and proper performance of the duties of office or employment in such sum as the council shall determine. All such officers and employees receiving, disbursing or responsible for the city funds shall be bonded. Resignation or removal

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of any bonded officer or employee shall not, nor shall the appointment of another to the office or employment, exonerate such officer, employee, or any surety from any liability incurred by either of them. All official bonds shall be corporate surety bonds and the premiums thereon shall be paid by the city. No bond required by this section shall be renewed upon its expiration or in the event of the reappointment of any officer or employee to a position for which a bond is required, but a new bond shall be furnished. No bond shall be issued for a term exceeding two (2) years.

Section 2.18, Public Peace, Health and Safety

The city council shall provide for the public peace and health and for the safety of persons and property within the city.

Section 2.19, Budget

The city council shall adopt, on an annual basis, a budget as provided for in ARTICLE IX of this charter.

Section 2.20, Sale of Real Property

The city council shall sell real property by resolution, subject to the provisions of Section 2.08(f). However, if the value of the property exceeds \$4.00 per capita according to the last official U.S. census, two public readings must be made at two regularly scheduled meetings of the city council. Final adoption of the resolution may be made at the meetings wherein the second public reading of the resolution has been made.

Section 2.21, Acquisition of Real Property

The city council shall have the power to acquire property for the city by any legal means either within or without the limits of the city which may be required for, or incidental to, the present or future exercise of the purpose, powers and duties of the city government established by the charter.

Section 2.22, Licenses

The council shall, by ordinance, prescribe the terms and conditions upon which licenses may be granted, suspended, or revoked; and may require an exact payment of such reasonable sums for any licenses as it may deem proper.

Section 2.23, Streets and Alleys

Except as limited by State law, or the provisions of this charter, the council shall have the power to establish, vacate and use, and to control and regulate the use of streets, alleys, bridges, and public places of the city (whether such public places be located within or without the limits of the city and the space above and beneath them.

Section 2.24, Parks and Recreational Facilities

The council shall have the power to enact all ordinances deemed necessary for the establishment, maintenance, and protection of all parks and recreational facilities, together with any improvements thereon, owned or hereafter acquired by the city either within or without its corporate limits.

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Section 2.25, City Cemeteries

The council shall have the power to enact all ordinances deemed necessary for the establishment, maintenance, and protection of cemeteries either within or without its corporate limits. All charges for services rendered by the cemetery shall, except in cases of charity burials, be reasonably commensurate with the cost thereof to the end that they be sufficient to cover the cost of such services. The council shall be trustee of the perpetual care fund and shall have full power to invest and reinvest such funds subject to all terms, conditions, limitations and restrictions imposed by State law upon life insurance companies in making and disposing of their investments. All ordinances pertaining to public health and welfare in the regulation and protection of public cemeteries shall apply equally to all cemeteries within the city. Any bodies buried within the city in violation of any rule or ordinance made in respect to such burials shall be taken up and reburied in such manner as shall conform to the ordinances of the city or be buried elsewhere.

Section 2.26, City Airport

The council shall have power to enact all ordinances and to provide necessary regulations for the establishment, maintenance, operation and protection of the city's airport and airport facilities.

Section 2.27, Annual Compensation

The city council shall set the salaries of all administrative officials, department heads and salaried personnel by June 1-30 of every year, except as provided by State law. Such salaries shall be included in the annual budget to be adopted by June 1, not later than the first meeting of the council in June

ARTICLE III CITY ADMINISTRATION

Section 3.01, Definitions and Qualification

- (a) **Administrative Officials.** The administrative officials of the city shall be the city manager, ~~city clerk-treasurer, city assessor~~ and city attorney. The council may create additional administrative offices combine, or separate administrative offices in any manner not inconsistent with law or this charter and shall prescribe the duties thereof in order to insure the proper operation of the city government.
- (b) **Oath and Bond of Office.** Every appointed officer, before entering upon the duties of office, shall take the oath of office prescribed by Section 1 of ARTICLE II-11 of the Constitution of 1963 of the State of Michigan, and shall file the same with the clerk together with any bond which may be required by this charter or by the council. In case of failure to comply with the provisions of this section within ten (10) days from the date of appointment, such officers shall be deemed to have declined the office and such office shall thereupon become vacant unless the council shall, by resolution, extend the time in which such officer may qualify as above set forth.

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Section 3.02, City Manager

The city manager shall be the chief administrative officer of the city and shall be responsible to the city council for the administration of all affairs placed in the charge of the city manager by or under this charter.

Section 3.03, Acting City Manager

(a) **Appointment.** When the city manager is absent from the city, or disabled, a qualified city administrative official director shall be designated by the city manager, to exercise the powers and perform the duties of the city manager during this absence or disability. The city manager shall file with city clerk-treasurer a list, by name and title, of three qualified city administrative officials director to exercise such powers and perform such duties. The city administrative officials shall be listed in the order by which each shall be designated to temporarily assume the city manager's duties. During this absence or disability, the council may revoke such designation at any time and appoint another city administrative director official or department head to serve until the city manager shall return or the city manager's disability shall cease.

(b) **Vacancy – City Manager.** Upon the occurrence of a vacancy in the office of city manager, or upon the city manager's suspension pursuant to Section 2.12, the council, while it is attempting to fill the office, may appoint an acting city manager. The acting city manager shall serve at the will of the council and may be immediately removed by a majority vote of the entire council without the necessity of compliance with Section 2.12. A city manager must be appointed within six (6) months.

Section 3.04, Power and Duties of the City Manager

The city manager shall:

- (a) appoint and, when the city manager deems it necessary for the good of the city, suspend or remove any city employees or department heads provided for by, or under, this charter except otherwise provided by law, this charter or personnel rules adopted pursuant to this charter. The city manager may authorize any department head who is subject to the city manager's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency.
- (b) direct and supervise all administrative officials and department heads except as otherwise provided by this charter or by law.
- (c) attend all council meetings and shall have the right to take part in discussion but may not vote.
- (d) see that all laws, provisions of this charter and acts of the council subject to enforcement by the city manager or by officers subject to the city manager's direction and supervision are faithfully executed.

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- (e) prepare and submit the annual budget and capital program to the council.
- (f) submit to the council and make available to the public, a complete report on the finances and administrative activities of the city as of the end of each fiscal year.
- (g) make such other reports as the council may require concerning the operation of all city administrative offices and departments subject to the city manager's direction and supervision.
- (h) keep the council fully advised as to the financial condition and future needs of the city and make recommendations to the council concerning the affairs of the city.
- (i) perform such other duties as are specified in this charter or may be required by the council.

Section 3.05, Duties of the City Clerk-Treasurer

The clerk-treasurer shall:

- ~~(a) be clerk of the council and shall attend all meetings of the council and keep a permanent journal of its proceedings.~~
- ~~(b) have power to administer all oaths required by law, this charter or the ordinances of the city.~~
- ~~(c) be custodian of the city seal, and shall affix it to all documents and instruments requiring the seal, attest the same, and shall also be custodian of all papers, documents, and records pertaining to the City of Marshall, the custody of which is not otherwise provided for by this charter and shall attest the same whenever required to do so.~~
- ~~(d) give the proper officials of the city ample notice of the expiration or termination of any official bonds, franchises, contracts or agreements.~~
- ~~(e) examine and audit all accounts and claims against the city.~~
- ~~(f) be the general accountant of the city and shall keep the books of account of the assets, receipts and expenditures of the city except as otherwise provided by state law or by this charter; the system of accounts of the city shall conform to such uniform system as may be required by law.~~
- ~~(g) have the custody of all moneys of the city, and all evidences of value belonging to the city, or held in trust by the city.~~

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~~(h) receive all moneys belonging to and receivable by the city, including license fees, taxes, assessments, and all other charges, belonging to and payable to the city and shall in all cases give a receipt therefor.~~

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~~(i) keep and deposit all moneys or funds in such manner and only in such places as the council may determine, and report the same to the city manager, and to the council.~~

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~~(j) have such powers, duties and prerogatives in regard to the collection and custody of State, County, School District and City taxes and moneys as are conferred by law to enforce the collection of State, County, Township, School District, and City taxes upon real and personal property.~~

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~~(k) perform such other duties as may be prescribed in the capacity of clerk-treasurer of the city, by law or this charter.~~

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Section 3.06, Deputy Clerk-Treasurer

~~The clerk-treasurer may appoint a deputy subject to the written confirmation by the city manager. The clerk-treasurer may terminate the status of the deputy upon written notice to the city manager. The deputy clerk-treasurer shall have the authority to assume the duties of the clerk-treasurer in the clerk-treasurer's absence.~~

Section 3.07, City Assessor

~~The assessor shall:~~

~~(a) possess all the powers vested in and shall be charged with all the duties imposed upon assessing officers by the general laws of the State.~~

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~~(b) make and prepare all regular and special assessment roles in the manner prescribed by this charter and the general laws of the State.~~

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~~(c) serve as clerk for the Planning Commission and report to the council.~~

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~~(d) have full rights of discussion on the Planning Commission.~~

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~~(e) perform such other duties as may be prescribed by law or this charter.~~

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Section 3.0805, City Attorney

The city attorney shall:

(a) act as legal advisor to and attorney and counsel for the council and all of the departments and agencies of the City of Marshall.

(b) give legal opinions concerning the affairs of the City of Marshall only to the city council, city manager, city clerk-treasurer, and city assessor; all such opinions shall be in writing and a copy shall be filed with the city clerk-treasurer.

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- (c) perform such other duties as may be prescribed by this charter or by the council.
- (d) upon the recommendation of the city attorney, the city council may retain special legal counsel to handle any matter to which the city is a party or in which the city has an interest or for the purpose of assisting or co-counseling the city attorney.

ARTICLE IV LEGISLATION

Section 4.01, Ordinances & Resolutions

- (a) All legislation of the city shall be by ordinance or by resolution;
- (b) A resolution is the official action of the council in the form of a motion adopted by a majority vote of the council members present.
- (c) The power of the council to act by resolution is limited to matters required or permitted by law, or this charter, and to matters pertaining to the internal concerns of the city.
- (d) The council shall act by ordinance when establishing a rule or regulation which provides for a penalty, when amending or repealing an ordinance previously adopted, or when required by law or this charter.

Section 4.02, Ordinance Procedure

- (a) Every proposed ordinance shall be introduced in writing; no ordinance shall contain more than one subject, and the ordinance title must clearly express that subject. The enacting clause shall be "The City of Marshall ordains...";
- (b) Following introduction of any ordinance, the city clerk-treasurer shall publish a summary of the proposed ordinance in a local newspaper of general circulation in the city, together with a notice setting out the time and place for a public hearing on the proposed ordinance; the public hearing may not be held sooner than five (5) days after the publication; copies of the ordinance shall be distributed without charge at the office of the city clerk-treasurer;
- (c) After the public hearing, the council may consider enacting the proposed ordinance; the enactment of an ordinance shall require a majority vote of the entire council;
- (d) Except as otherwise provided by law and this charter, each ordinance, including emergency ordinances, shall be published in full in a local newspaper of general circulation in the city at least one (1) time within ten (10) days after its adoption by the council; the publication of an ordinance in full as part of the published proceedings of the council shall not constitute publication of such ordinance as required herein;

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- (e) Except as otherwise provided by law and this charter, every ordinance shall become effective upon publication or at any later date specified therein;
- (f) An ordinance which repeal or amends any existing ordinance or part of the city code shall identify, by title and number, the ordinance sections, or subsections to be repealed or amended, and shall clearly indicate the matter to be omitted and the new matter to be added.

Section 4.03, Emergency Ordinances

- (a) To meet a public emergency affecting life, health, or property, one or more emergency ordinances may be enacted; however, an emergency ordinance may not levy taxes, grant, renew, or extend a franchise, or regulate the rate charged by any public utility for its service;
- (b) An emergency ordinance shall be introduced in the form and manner required for ordinances generally except that it shall contain after the enacting clause declaration that an emergency exists, and describing the emergency in clear, specific terms;
- (c) An emergency ordinance may be enacted on the date of introduction and given immediate effect by a two-thirds (2/3) vote of the council present at the time of enactment;
- (d) Every emergency ordinance is automatically repealed on the sixty first (61st) day after its enactment or at an earlier date if specified therein unless reenacted pursuant to Section 4.02.

Section 4.04, Penalties

An ordinance may provide a penalty for the violation of its provisions. The penalty shall not exceed a fine of \$500.00 or imprisonment for ninety (90) days or both.

Section 4.05, Record of Ordinances

All ordinances shall be recorded in an index book title "City Ordinances", and a record of each ordinance shall be authenticated by the signature of the mayor and clerk-treasurer. Such record and authentication shall be done within thirty (30) days after the final passage of any ordinance. If any ordinance, other than an emergency ordinance, is not so authenticated and recorded within thirty (30) days after final passage the ordinance shall not take effect until seven (7) days after notice that the ordinance has been properly authenticated and recorded and has been published in a local newspaper of general circulation in the city.

Section 4.06, Codification

- (a) within three (3) years of the effective date of this charter and at least every ten (10) years thereafter, the council shall provide for the preparation of a general codification of all city ordinances and resolutions having the effect of law;

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- (b) the general codification shall be enacted by ordinance and be known as the Marshall City Code; copies of the code shall be furnished to city officials placed in the city library and the office of the city clerk-treasurer for free public reference, and made available for purchase by the public at a reasonable price to be fixed by the council; except as required by law, the enactment of this ordinance need not comply with the requirements of Section 4.02;
- (c) after publication of the first Marshall City Code, new ordinances and resolutions shall be printed annually in a form for integration with the code currently in effect.

Section 4.07, Technical Code

The council may adopt any standard code of technical regulations by reference thereto in an adopting ordinance. The procedure and requirements governing such an adopting ordinance shall be as prescribed for ordinances generally except that:

- (a) the requirements of Section 4.02 for distribution and filing of copies of the ordinance shall be construed to include copies of the Code of Technical Regulations as well as of the adopting ordinance, and
- (b) a copy of each adopted Code of Technical Regulations as well as of the adopting ordinance shall be authenticated, and
- (c) where any such Code of Technical Regulations is so adopted, it may be published without publishing any such Code of Technical Regulations in full.

Copies of any adopted Code of Technical Regulations shall be made available by the city clerk-treasurer for inspection and for purchase at a reasonable price. This provision shall be made part of the publication of the ordinance.

ARTICLE V INITIATIVE AND REFERENDUM

Section 5.01, Procedure

- (a) **Initiative.** The qualified electors of the city shall have power to propose ordinances to the council. If the council fails to adopt the proposed ordinances or adopts the proposed ordinance but changes its substance, the proposed ordinance shall be submitted to the electors for adoption or rejection at a city election, provided that such power shall not extend to the annual operating budget or capital program or any ordinance relating to appropriation of money or levy of taxes.
- (b) **Referendum.** The qualified electors of the city shall have power to require the council to reconsider any adopted ordinance. If the council fails to repeal an ordinance so reconsidered, the ordinance shall be submitted to the electors for approval or rejection at a city election, provided that such power shall not extend to the annual operating budget or capital programs, any emergency ordinance, or any ordinance relating to the appropriation of money or levy of taxes.

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Section 5.02, Initiative

Any five (5) qualified electors of the city may commence initiative or referendum proceedings by filing an affidavit with the city clerk-treasurer stating they will constitute the petitioners' committee and will be responsible for circulating the petition and filing it in proper form. The affidavit shall state their names and addresses, shall specify the addresses to which all notices to the committee are to be sent, and shall set forth in full the proposed initiative ordinance or cite the ordinance sought to be reconsidered.

Section 5.03, Petitions

- (a) Initiative and referendum petitions must be signed by at least ten (10) percent of the qualified electors of the city.
- (b) All papers of a petition shall be uniform in size and style and shall be executed in ink or indelible pencil followed by the address of the person signing and the date signed. Throughout their circulation, the petitions shall contain or have attached the full text of the ordinance proposed or sought to be reconsidered.
- (c) Each paper of a petition shall have attached, when filed an affidavit executed by the circulator thereof stating that the circulator personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in the circulator's presence, that the circulator believes them to be the genuine signatures of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered.
- (d) Referendum petitions must be filed with the city clerk within thirty (30) days after the council adopts the ordinance sought to be reconsidered. Initiative petitions must be filed with the city clerk within one hundred eight (180) days after filing of the affidavit of the petitioner's committee.

Section 5.04, Certification

- (a) Within twenty (20) days after the petition is filed, the city clerk-treasurer shall complete a certification as to its sufficiency, specifying if it is insufficient, the particulars wherein it is defective and shall promptly send a copy of the certificate to the petitioner's committee by certified mail. A petition certified insufficient for lack of the required number of signatures may be amended once if the petitioner's committee files a notice of intention to amend the petition with the city clerk-treasurer within two (2) days after receiving the copy of the city clerk-treasurer's certificate, excluding weekends and holidays. The amended petition shall comply with the requirements of subsections (b) and (c) of Section 5.03. Within five (5) days after it is filed, excluding weekends and holidays, the city clerk-treasurer shall complete a certificate as to the sufficiency of the petition, as amended, and promptly send a copy of the certificate to the petitioner's committee by certified mail. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioner's committee does not elect to amend or

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request council review under subsection (b) of this Section within the time required, the city clerk-treasurer shall promptly present the certificate to the council and the certificate shall then be a final determination as to the sufficiency of the petition.

- (b) If a petition has been certified insufficient and the petitioner's committee does not file a notice of intention to amend it or if an amended petition has been certified insufficient, the committee, within five (5) days after receiving the copy of such certificate, excluding weekends and holidays, may file a request that it be reviewed by the council. The council shall review the certificate at its next meeting following the filing of such request and approve or disapprove it, and the council's determination shall then be a final determination as to the sufficiency of the petition.
- (c) A final determination as to the sufficiency of the petition shall be subject to review by a court of competent jurisdiction. A final determination of insufficiency, even if sustained upon court review, shall not prejudice the filing of a new petition for the same purpose.

Section 5.05, Ordinance Suspension

When a referendum petition is timely filed with the city clerk-treasurer, the ordinance sought to be reconsidered shall be suspended from taking effect. Such suspension shall terminate when:

- (a) there is a final determination of insufficiency of the petition, or
- (b) thirty (30) days have elapsed after an affirmative vote by the electors on the ordinance.

Section 5.06, Council Action

- (a) When an initiative or referendum petition has been finally determined sufficient, the council shall promptly consider the proposed initiative ordinance or reconsider the referred ordinance. If the council fails to adopt a proposed initiative ordinance without any change in substance within sixty (60) days or fails to repeal the referred ordinance within forty-five (45) days after the date the petition was finally determined sufficient, it shall submit the proposed or referred ordinance of the electors of the city.
- (b) The vote of the city on a proposed or referred ordinance shall be held not sooner than thirty (30) days and not later than one (1) year from the date of the final council determination. If no regular city election is to be held within the period prescribed in this subsection, the council shall provide for a special election. Otherwise, the vote shall be held at the same time as the next regular election, except that the council may in its discretion provide for a special election at an earlier date within the prescribed period. Copies of the proposed or referred ordinance shall be made available at the polls.

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Section 5.07, Final Determination

- (a) If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results and shall be treated in all respects in the same manner as ordinances adopted by the council. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of conflict.
- (b) If a majority of the qualified electors voting on a referred ordinance vote against it, the ordinance shall be considered repealed upon certification of the election.

Section 5.08, Restrictions

The council shall have no authority to adopt an amendment to or repeal an initiative ordinance that has been approved by a majority vote of the qualified electors until twenty four (24) months after its approval.

ARTICLE VI, ELECTIONS

Section 6.01, Requirements

- (a) A non-partisan regular city election shall be held on the first Tuesday after the first Monday in November of even numbered years to coincide with the regularly scheduled state and national general election.
- (b) All citizens qualified by the Constitution and the laws of the state to vote in the city and who have satisfied the requirements for registration as set by the Constitution and laws of the state shall be qualified electors of the city within the meaning of this charter. The city clerk-treasurer may register electors at places outside of the city clerk-treasurer's offices so as to facilitate the registration of all qualified electors of the city.
- (c) Except as otherwise provided by this charter, the Constitution and laws of the state shall apply to the conduct of elections held under this charter and the registration of electors in the city.

Section 6.02, Election Commission

An election commission is hereby created, consisting of the clerk, city assessor and city attorney. The clerk shall be chairman. The election commission shall have charge of all activities and duties required of election commissions in cities by State law and this charter, relating to the conduct of elections in the city. The compensation of election personnel shall be determined in advance by the commission. In any case where election procedure is in doubt, the election commission shall prescribe the procedure to be followed.

Section 6.03, Nomination Procedure

- (a) Candidates for election to the city council shall be nominated by petition. Any qualified elector of the city may be nominated for election by a petition signed by qualified electors of the city not fewer in number than fifty (50) nor more in number

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than one hundred (100). The form, size, and contents of all nominating petitions shall be as provided by the laws of the state. The city clerk-treasurer shall provide nominating petitions for all elected offices. The fifty (50) to one hundred (100) signatures for mayor and council member at large may be signed by registered voters in the city at large. The fifty (50) to one hundred (100) signatures for a council member who will be nominated from one ward must be signed by registered voters from the ward in which the candidate resides.

- (b) All separate papers comprising the nominating petition shall be assembled and filed with the city clerk-treasurer as one instrument no later than ten (10) days prior to the August primary election, except that no nominating petition may be filed sooner than thirty (30) days before the last day set for filing petitions. The city clerk-treasurer shall make a record of the exact time when each petition is filed. No nominating petition shall be accepted for filing by the city clerk-treasurer unless accompanied by a signed acceptance of the nomination.
- (c) Within five (5) days after the filing of the nominating petition excluding weekends and holidays, the city clerk-treasurer shall notify, in writing and by certified mail, the candidate and the person who filed the petition whether it satisfies the requirements prescribed by the Article. If the petition is found insufficient, the city clerk-treasurer shall return it immediately to the person who filed it with the statement certifying wherein it is insufficient. Within the regular time limit for filing petitions, the original petition may be amended and filed again as a new petition, or another petition may be filed for the same candidate. The city clerk-treasurer shall keep on file all petitions found insufficient at least until the expiration of the term for which the candidates are nominated in those petitions.

Section 6.04, Notice of Election

Notice of the time and place of holding any city election and of the officers to be elected and the questions to be voted upon shall be given by the clerk-treasurer.

Section 6.05, Challenger

A regularly nominated candidate shall be entitled, upon written application to the city clerk-treasurer at least ten (10) days before the election, to appoint individuals to represent the candidate as challengers at each polling place where voters may cast their ballots for that candidate, but at no time shall more than one (1) challenger per candidate be at each polling place. A person so appointed shall have all the rights and privileges prescribed for challengers under the general election laws of the state. The challengers may exercise their rights throughout the voting and until the ballots have been counted.

Section 6.06, Special Elections

Special elections shall be held when called by resolution of the council, setting forth the purpose of the election. Special elections shall be scheduled pursuant to state law.

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Section 6.07, Wards

There shall be five (5) city council wards in the city. Apportionment of the wards shall be made in accordance with and in the manner specified in Section 27a of the Home Rule Cities Act (MCLA 117.27a).

ARTICLE VII, LIBRARY

~~The Marshall Public Library shall be continued and maintained as a public library and reading room pursuant to the governing state statutes. The manner of selection of the board of directors and officers thereof, the duties of the board of directors and officers, the control of moneys collected to the credit of the library fund, the acquisition and disposal of real and personal property, the construction and leasing of buildings and property, the appointment and removal of a librarian, library assistants and staff, the fixing of salaries and all other matters pertaining to the operation of the public library and reading room shall be as provided by state law.~~

ARTICLE VIII, TAXATION

Section 8.01, Power to Tax – Tax Limit

The city shall have the power to assess taxes and to levy and collect rents, tolls, excises, and specific taxes. Exclusive of any levies authorized by law to be made beyond charter tax rate limitations, the annual ad valorem tax levy shall not exceed two percent of the assessed value of all real and personal property in the city. In the event that the level of assessment is changed by law from the present level of 50% of true cash value, the tax rate limitation shall be adjusted inversely so that the effective rate of taxation will remain the same.

Section 8.02, Subject of Taxation

The subjects of ad valorem taxation for municipal purposes shall be the same as for state, county, and school purposes under the general tax laws of the state. Except as otherwise provided by this charter, city taxes shall be levied, collected, and returned in the manner provided by state law.

Section 8.03, Exemptions

No exemption from taxation shall be allowed except as expressly required or permitted by law.

Section 8.04, Tax Day

Subject to the exceptions provided by law, the taxable status of persons and property shall be the same as for state, county, and school purposes under the general law.

Section 8.05, Preparation of the Assessment Roll

- (a) On or before the first Monday in March in each year the assessor shall prepare and certify an assessment roll of all property in the city. Such roll shall be prepared as required by the general property tax act.

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- (b) At least ten (10) days prior to the first session of the Board of Review, the assessor shall give, by first class mail, a notice of any change from the previous year in the assessment value of any property or of the addition of any property to the roll of the owner as shown by such assessment roll. The failure to give any such notice or of the owner to receive it shall not invalidate any assessment roll or assessment thereon.

Section 8.06, Board of Review

The Board of Review shall be composed of three qualified electors of the city who shall meet the eligibility requirements for elective officers contained in Section 2.02(a) and who, during their term of office, shall not be city officers or employees or be nominees or candidates for elective city office. Further, the filing by a member of the Board of Review of the member's nomination petition for an elective city office or the filing of a consent thereto shall constitute a resignation from the Board of Review. The mayor, subject to approval by the city council, shall appoint the members of the Board of Review to two (2) year terms beginning at noon on January first of even numbered years. The council shall fix the compensation of the members of the Board. The Board of Review shall annually, at its first session, select its own chairman for the ensuing year, and the assessor shall be clerk of the Board and shall be entitled to be heard at its sessions, but shall have no vote. A majority of the members of the Board shall constitute a quorum.

Section 8.07, Duties and Functions of Board of Review

For the purpose of revising and correcting assessments, the Board of Review shall have the same powers and perform like duties in all respects as are conferred by law upon and required in Boards of Review in townships, except as otherwise provided in this charter. It shall hear the complaints of all persons considering themselves aggrieved by assessments; and, if it shall appear that any person or property has been wrongfully assessed or omitted from the roll, the Board shall correct the roll in such manner as it deems just. In all cases the roll shall be reviewed according to the facts existing on the tax day and no change in the status of any property after that day shall be considered by the Board in making its decisions. Except as otherwise provided by law, no person, other than the Board of Review, shall make or authorize any change upon or addition or corrections to, the assessment roll. It shall be the duty of the assessor to keep a permanent record of all proceedings of the Board and to enter therein all resolutions and decisions of the Board.

Section 8.08, Meetings of the Board of Review

The Board of Review shall convene in session on the second Monday in March of each year at such time of day and place as shall be designated by the assessor and shall remain in session for at least six hours for the purpose of considering and correcting the roll. The Board shall continue in session from day to day until all interested persons have had an opportunity to be heard but in no case for less than six (6) hours each day for three (3) successive days. At least one meeting shall begin at 3:00 p.m. In each case in which the assessed value of any property is increased over or decreased from the amount shown on the assessment roll as prepared by the assessor or any property is added to such roll by the Board, the assessor shall give notice thereof to the owner as shown by such roll, by first class mail, mailed not later than the second day following the end of the session of the Board. No assessments may be changed or property added to the assessment roll on the Board's own motion without granting an opportunity to the

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property owner to file objections and be heard. The failure to give any such notice or of the owner to receive it shall not invalidate any assessment roll or assessments thereon.

Section 8.09, Notice of Meetings

Notice of the time and place of the sessions of the Board of Review shall be published by the clerk at least one week prior to each session of the Board.

Section 8.10, Endorsement of Roll

After the Board of Review has completed its review of the assessment roll, and not later than the first Monday in April, the majority of its members shall endorse thereon and sign a statement to the effect that the same is the assessment roll of the city for the year in which it has been prepared. The omission of such endorsement shall not affect the validity of such roll.

Section 8.11, Certification of Tax Levy

Within three (3) days after the council has adopted the budget for the ensuing year, the clerk-treasurer shall certify to the assessor the total amount which the council determines shall be raised by general ad valorem tax. The clerk-treasurer shall also certify all amounts of current or delinquent special assessments and all other amounts which the council requires to be assessed, reassessed, or charged upon the said roll against any property or any person in accordance with the provisions of this charter or any ordinance of the city.

Section 8.12, City Tax Roll

After the Board of Review has completed its review of the assessment roll, the assessor shall prepare a copy of the assessment roll to be known as the "City Tax Roll", and upon receiving the certification of the several amounts to be raised as provided in Section 8.11, the assessor shall spread upon the tax roll the several amounts determined by the council to be charged, assessed or reassessed against person or property. The assessor shall also spread thereon the amounts of the general ad valorem city tax according to and in proportion to the several valuations set forth in said assessment roll. To avoid fractions in computation of any tax roll, the assessor may add to the amount of the several taxes to be raised not more than the amount prescribed by law. Any excess created thereby on any tax roll shall belong to the city.

Section 8.13, Collection Certification

After spreading the taxes, the assessor shall certify the tax roll, and the mayor shall annex the mayor's warrant thereto directing and requiring the clerk-treasurer to collect prior to March first of the following year, from the several persons named in said roll, the several sums mentioned therein opposite their respective names as a tax or assessment and granting to the clerk-treasurer for the purpose of collecting the taxes, assessments and charges on such roll, all the statutory powers and immunities possessed by township treasurers for the collection of taxes.

Section 8.14, Tax Lien on Property

On August first the taxes thus assessed shall become a debt due to the city from the persons to whom they are assessed, and the amounts assessed on any interest in real property shall become a lien upon such real property for such amounts and for all interest and charges thereon, and all personal taxes shall become a first lien on all personal property of such persons

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so assessed. Such lien shall take precedence over all other claims, encumbrances, and such liens to the extent provided by law and shall continue until such taxes, interest and charges are paid.

Section 8.15, Taxes Due: Notification Thereof

- (a) City taxes shall be due on August first of each year. The clerk-treasurer shall not be required to call upon all persons named in the city tax roll, nor to make personal demand for the payment of taxes, but the clerk-treasurer shall (1) mail a tax bill to each person named in said roll. In cases of multiple ownership of property only one tax bill need be mailed, and (2) publish, at least one week prior to September fifteenth, a notice stating the times and places where taxes may be paid without additional charge.
- (b) Failure on the part of the clerk-treasurer to publish said notice or mail such bills shall not invalidate the taxes on said tax roll nor release the person or property assessed from the penalties and fees provided in this charter in case of late payment or nonpayment of the same.

Section 8.16, Collection Charges on Late Payment of Taxes

All taxes paid on or before the fifteenth day of September shall be collected by the clerk-treasurer without additional charge. On the sixteenth of September the clerk-treasurer shall add to all taxes paid thereafter a collection charge of three percent (3%) of the amount of said taxes and on the first day of October and of each succeeding month the clerk-treasurer shall add an additional $\frac{3}{4}$ of one percent (1%) of said taxes for each month or fraction thereof that said taxes remain unpaid. Such collection charges shall belong to the city and constitute a charge and shall be a lien against the property to which the taxes apply, collectible in the same manner as the taxes to which they are added.

Section 8.17, Failure or Refusal to Pay Personal Property Tax

If any person, firm or corporation shall neglect or refuse to pay any personal property tax assessed to him or them, the clerk-treasurer shall collect the same by seizing the personal property of such person, firm or corporation to an amount sufficient to pay such tax, fees, and charges for subsequent sale, wherever the same may be found in the state, and from which seizure no property shall be exempt. The clerk-treasurer may sell the property seized to an amount sufficient to pay the taxes and all charges in accordance with statutory provisions. The clerk-treasurer may, if otherwise unable to collect a tax on personal property, sue, in accordance with statute, the person, firm or corporation to whom it is assessed.

Section 8.18, Delinquent Tax Roll to County Treasurer

All city taxes on real property remaining uncollected by the clerk-treasurer on the first day of March following the date when said roll was received by the clerk-treasurer shall be returned to the county treasurer in the manner and with like effect as provided by statute for returns to the township treasurers of township, school, and county taxes. Such returns shall include all the additional assessments, charges, and fees hereinbefore provided, which shall be added to the amount assessed in said tax roll against each property or person. The taxes thus returned shall be collected in the same manner as other taxes returned to the county treasurer are collected, as provided by law, and shall be and remain a lien upon the property against which

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they are assessed until paid. If by change in the law or otherwise, the treasurer of the county of Calhoun is no longer charged with the collection of delinquent real property taxes, such delinquent taxes shall be collected in the manner then provided by law for the collection of delinquent township, school and county taxes.

Section 8.19, State, County and School Taxes

For the purpose of assessing and collecting taxes for the state, county and school purposes, the city shall be considered the same as a township, and all provisions of law relative to the collection of and accounting for such taxes shall apply. For those purposes the clerk-treasurer shall perform the same duties and have the same powers as are granted and imposed upon township treasurer by law.

ARTICLE IX GENERAL CITY FINANCE

Section 9.10, Fiscal Year

The fiscal year of the city shall begin on the first day of July and end on the thirtieth day of June of the following year. Such year shall constitute the budget year of the city government.

Section 9.02, Budget Procedure

On or before the first Monday in March the administrative officials, department heads, boards and commissions of the city, shall submit to the city manager an itemized estimate of their expenditures for the next fiscal year. The city manager or the city manager's designee, shall prepare a complete itemized budget proposal for the next fiscal year and shall submit it to the council at its first meeting in April. This proposal shall include the following: (1) the previous year's budget figures and actual expenditures; (2) the itemized estimates submitted to the city manager; (3) an account of all revenues received in the current and preceding year and an estimate of all revenues for the next fiscal year; (4) and the city manager's recommendations.

Section 9.03, Budget Document

The budget document shall present a complete financial plan for the ensuing year. It shall include at least the following information:

- (a) detailed estimates of all proposed expenditures for each department and office of the city showing the expenditures for corresponding items for the current and last preceding fiscal year, with reasons for increases and decreases recommended, as compared with appropriations for the current year;
- (b) statements of the bonded and other indebtedness of the city, showing the debt redemption and interest requirements, the debt authorized and unissued, and the condition of sinking funds, if any;
- (c) detailed estimates of all anticipated income of the city from sources other than taxes and borrowing, with a comparative statement of the amounts received by the city from each of the same or similar sources for the last preceding and current fiscal years;

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- (d) a statement of the estimated balance or deficit, as the case may be, for the end of the current fiscal year;
- (e) an estimate of the amount of money to be raised from current and delinquent taxes and the amount to be raised from bond issues which, together with income from other sources, will be necessary to meet the proposed expenditures and commitments of the city government during the ensuing year.
- (f) such other supporting schedules as the council may deem necessary.

Section 9.04, Public Inspection

A copy of the budget proposal shall be on file and available to the public in the office of the clerk-treasurer during office hours for a period of not less than one (1) week prior to the adoption of the budget by the council.

Section 9.05, Adoption of Budget; Tax Limit

Not later than the first meeting of the council in June, the council shall, by resolution, adopt all budgets for the next year and shall, in such resolution, make an appropriation of the money needed for municipal purposes during the ensuing fiscal year of the city and provide for a levy of the amount necessary to be raised by taxes upon real and personal property for municipal purposes subject to the limitations in Section 8.01 of the charter.

Section 9.06, Transfer of Appropriations

After the budget has been adopted, no money shall be drawn from the treasury of the city nor shall any obligation for the expenditure of money be incurred, except pursuant to the budget appropriation. The council may transfer any unencumbered appropriation balance, or any portion thereof, from one department, fund, or agency to another, except that no moneys raised for the construction, improvement, and maintenance of streets or for the principal and interest on the funded debt of the city shall be used for any purpose except that for which they were raised. The balance in any appropriation, except moneys raised for the construction, improvement, and maintenance of streets or for the principal and interest on the funded debt of the city which has not been encumbered at the end of the fiscal year shall revert to the general fund and be re-appropriated during the next fiscal year.

Section 9.07, Budget Control

At the beginning of each quarterly period during the fiscal year, and more often if required by the council, the clerk-treasurer, acting under the direction of the city manager, shall submit to the council data showing the relation between the estimated and actual income and expenses to date; and, if it shall appear that the income is less than anticipated, the council may reduce appropriations, except amounts required for debt and interest charges, to such a degree as may be necessary to keep expenditures within the cash income.

Section 9.08, Municipal Borrowing Power

Within the limits of, and subject to the applicable provisions of state law and this charter, the council, by proper ordinances or resolution, may authorize the borrowing of money for any

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purpose within the scope of the powers vested in the city and the issuance of bonds of the city or other evidences of indebtedness therefore, and may pledge the full faith, credit, and resources of the city for the payment of the obligation created thereby. The city shall also have power to issue special assessment, mortgage, revenue, or other types of bonds, beyond the debt limits fixed by law for the issuance of bonds or other evidences of indebtedness which are a general obligation of the city, in the manner and for the purpose permitted by this charter, the Constitution, and general laws of the State of Michigan. All collections on special assessment rolls shall be set apart in a special fund for the payment of the principal and interest of any bonds issued in anticipation of the payment of such special assessments, and shall be used for no other purpose until such principal and interest shall have been paid or an amount accumulated in said fund which shall be sufficient to pay such principal and interest as the same shall fall due. No unissued bonds of the city shall be issued or sold to secure funds for any purpose other than that for which they were specifically authorized.

Section 9.09, Depository

The council shall designate the depository or depositories for city funds, and provide for the regular deposit of all city monies. The council shall provide for such security for city deposits as is authorized or permitted by the general laws of the state, except that personal surety bonds shall not be deemed proper security.

Security 9.10, Independent Audit

An independent audit shall be made of all accounts of the city government at least annually and more frequently if deemed necessary by the council. Such audit shall be made by accountants experienced in municipal accounting and qualified pursuant to state law. The complete audit shall be made public in such manner as the council may determine.

ARTICLE X PUBLIC IMPROVEMENTS

Section 10.01, Public Work

The council shall have power to do any public work or make any public improvement by the employment of the necessary labor and the purchase of the necessary supplies and materials with separate accounting as to each improvement so made, or to do such work by contract duly let after competitive bidding. Where competitive bids are secured, the city, or any city department qualified to do the work, may enter a bid on an equal footing with other bidders. The council shall also have power to do any public work or make any public improvement under any legally constituted plan under which the labor is furnished by any other governmental unit, department, or agency of the United States or the State of Michigan, or which is wholly or in part, financed by them or either of them.

Section 10.02, Purchasing and Contractual Procedure

Before making any purchase or contract for supplies, materials, equipment or contractual services involving more than two-thirds (2/3) of one percent (1%) of the total local tax revenue of the immediately preceding fiscal year, opportunity shall be given for competitive bids, under such rules and regulations as the council may, by ordinance, prescribe. The council shall initiate the announcement of competitive bids by public notice allowing sufficient time for the bidder to

MARSHALL CITY CHARTER

research and submit a responsible bid. All such proposed expenditures shall be made by written contract. Such contract when in the best interest of the city shall be awarded to the lowest responsible bidder provided, however, that the council shall have the power to reject all bids and advertise again. The council shall provide, by ordinance, for the ordinary purchasing procedure to be followed in purchasing city supplies.

Section 10.03, General Power Relative to Special Assessments

The council shall have the power to determine the necessity of and to make any local or public improvement and to determine that the whole or any part of the expense shall be defrayed by special assessment upon the property especially benefited.

ARTICLE XI PUBLIC UTILITIES

Section 11.01, Public Utility Franchises

All public utility franchises granted after the adoption of this charter, whether it be so provided in the granting ordinance or not, shall be subject to the right of the city:

- (a) To repeal the same for misuse, or non-use, or for failure to comply with the provisions thereof;
- (b) To require proper and adequate extension of plant and service and maintenance thereof at the highest practicable standard efficiency;
- (c) To establish reasonable standards of service and quality of products, and prevent unjust discrimination in service or rates;
- (d) To require continuous and uninterrupted service to the public in accordance with the terms of the franchise throughout the entire period thereof;
- (e) To impose such other regulations as may be determined by the council to be conducive to the safety, welfare, and accommodation of the public;
- (f) To require the public utility to which any franchise is granted to permit joint use of its property and appurtenances located in the streets, alleys, and public places of the city, by the city, and other utilities insofar as such joint use may be reasonably practicable and upon payment of reasonable rental therefore; provided that in the absence of agreement, upon application by any public utility, the council shall provide for arbitration of the terms and conditions of such joint use and the compensation to be paid therefore;
- (g) To pay such part of the cost of improvement or maintenance of the streets, alleys, bridges, and public places of the city as shall arise from its use thereof and to protect and save the city harmless from all damages arising from said use.

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Section 11.02, General Powers

The city shall possess and hereby reserves to itself all the powers granted to cities by the constitution and general laws of the State of Michigan to acquire, construct, own, operate, improve, enlarge, extend, repair, and maintain, either within or without its corporate limits, public utilities, including but not by the way of limitation, public utilities for supplying water, light, heat, power, gas, and sewage treatment, and garbage disposal facilities, or any of them, to the city and its inhabitants and also to sell and deliver water, light, heat, power, gas, and other public utilities and services, without its corporate limits to an amount not to exceed the limitations set by the state constitution.

Section 11.03, Right of Entry

The city or any of its agents or employees shall have the right, in the event it becomes necessary in the erection or maintenance of public utilities, to enter upon the lands of premises of any individual or corporation or in or over any building or buildings. As a result of such entry the City shall not be liable to any criminal action, but shall be liable for all damages caused by its agents or employees to real estate or buildings. No suit shall be brought upon any claim or claims until the same shall have been presented in detail to and disallowed by the city council.

Section 11.04, Sale of Public Utility Services

The rates for public utility services, within the city, shall be set by the city council and shall be at uniform and reasonable prices. The city shall have the power to sell, lease, and dispose of public utility services outside the corporate limits of the city. The rates for such services shall be set by the city council at a rate not lower than regular city rates.

Section 11.05, Utility Receipts

All moneys received by the city from the sale of public utility services shall be kept separate and distinct from all other funds of the city. The moneys received shall be used for the payment of obligations of the respective utility system for the adequate maintenance and operation of such system and the setting aside of sufficient and adequate reserve for contingencies. Any moneys from time to time remaining in said funds may be transferred to any of the other funds of the City of Marshall to be used for the purpose for which such funds are intended upon a majority vote of the city council.

Section 11.06, Collections, Delinquencies and Penalties

The city council shall provide, by ordinance, for the collection of all public utility charges made by the city and for such purpose shall have all the power granted to cities according to State law. When any person or persons or any firm or corporation shall fail or refuse to pay to the city any sums due on utility bills, utility service or services upon which such delinquency exists may be shut off or discontinued and suit may be instituted by the city for the collection for the same in any court of competent jurisdiction.

MARSHALL CITY CHARTER

ARTICLE XII, MISCELLANEOUS

Section 12.01, Unofficial Representation

No official of the city shall have the power to make any representation or recital of fact in any franchise, contract, document, or agreement, contrary to any city ordinance, or official action of the city, or contrary to any state law. Any such action shall not be binding on the city.

Section 12.02, City Records

All records of the city shall be public, except those exempted by state law, and shall be available for inspection by the public at all reasonable times, and shall be kept in city offices, except when required to be elsewhere for official reasons or for safekeeping.

Section 12.03, Prior City Ordinances and Regulations

All ordinances, resolutions, rules, and regulations of the City of Marshall which are consistent with the provisions of this charter, in force and effect at the time of the adoption of this charter, shall continue in full force until repealed or amended by action of the proper authorities.

Section 12.04, Headings

The article and section headings used in this charter are for convenience only and shall not be considered to be a part of this charter.

Section 12.05, Separability

If any provision of this charter is held invalid, the other provisions of the charter shall not be affected thereby. If the application of the charter or any of its provisions to any person or circumstance is held invalid, the application of the charter and its provisions to other persons or circumstances shall not be affected thereby.

Section 12.06, Amendments

This charter may be amended at any time in the manner provided in Act No. 279 of the Public Acts of 1909, as amended. Should two (2) or more amendments, adopted at the same election, have conflicting provisions, the one receiving the largest affirmative vote shall prevail to those provisions.

Section 12.07, Retirement System

The city shall provide, by ordinance, for the establishment and maintenance of retirement plan coverage for city employees.

Section 12.08, Performance Audit

At least once every four (4) years, or more often as may be deemed necessary, the city council shall provide for a performance audit of one (1) or more city departments or phase of city government (including the city's utility department). The purpose of this provision is to strengthen management capabilities through increased efficiency, planning and maximum utilization of city resources, systems, programs and personnel.

MARSHALL CITY CHARTER

ARTICLE XIII, TRANSITION

Section 13.01, Purpose of Transition

The purpose of this article is to assist the transition from the existing charter to this charter and it shall constitute a part of this charter only to the extent and for the time required to accomplish this end.

Section 13.02, Charter Election

This charter shall be submitted to a vote of the qualified electors of the City of Marshall for adoption at a special election to be held on May 23, 1978. This election shall be conducted by the officers charged with the conduct and supervision of the elections under the existing charter, and shall follow the election procedure established by law.

Section 13.03, Form of Ballot

The form of ballot on submission this charter shall be as follows:
(Proper Instructions)

Shall the proposed charter of the City of Marshall drafted by the Charter Commission which was elected on August 3, 1976, be adopted?

Yes No

Section 13.04, Effective Date of Charter

For the purpose of electing the first mayor and council members under this charter, and for the purpose of apportionment of wards under this charter, only Sections 2.01, 2.02(a), 2.03 and ARTICLE VI shall become effective upon certification that this charter has been duly adopted. The City Commission shall prepare and file an apportionment plan of the five (5) wards in the manner specified by Section 6.07 hereof no later than six (6) weeks following certification that this charter has been duly adopted. The charter shall become fully effective on January 2, 1979, at 12:00 noon.

Section 13.05, Pending Matters

All rights, claims, actions, orders, contracts, and legal or administrative proceedings of the city shall continue except as modified pursuant to the provisions of this charter, and in each case shall be maintained, carried on, or dealt with by the city department, office or agency appropriate under this charter.

Section 13.06, Continuance of Boards and Commissions

All boards and commissions of the city in existence at the time this charter takes effect, to the extent they are not inconsistent with the provisions of this charter, shall continue to function until abolished or modified by the council in accordance with the provisions of this charter. All boards and commissions which are inconsistent with the provisions of this charter shall be modified or reorganized within ninety (90) days of the effective date of this charter.

MARSHALL CITY CHARTER

Section 13.07, Collection of Unpaid Taxes and Assessments

All taxes and assessments levied or assessed and all charges thereon and all fines and penalties imposed, which are changed under this charter, and which are uncollected at the time this charter becomes effective, shall be collected as if such change had not been made. If a different remedy is provided by this charter, or by any ordinance or resolution, the remedy shall be deemed cumulative to the remedies under the existing charter.

Section 13.08, Correction of Inconsistencies

All ordinances, resolutions, rules and regulations of the City of Marshall which are inconsistent with the provisions of this charter shall be repealed or amended by action of the city council within one (1) year of the effective date of the implementation of this charter.

Section 13.09, Transition Procedure

If this charter is adopted at the election thereon, the terms of office of the mayor, and each city commissioner, holding office by virtue of election or appointment under the former charter of the city shall terminate on January 2, 1979, at 12:00 noon. The clerk-treasurer, assessor, city attorney, police chief and fire chief, holding office under the former charter, shall continue to serve until the expiration of their terms on June 1, 1979. The persons serving as members of the Board of Public Service under the former charter shall continue as members of the Board of Public Utilities under the new charter until their successors are appointed pursuant to the following sentence. Notwithstanding the provisions of Section 11.03(a) hereof, the council shall, as soon as practicable after the effective date of this charter, appoint five (5) members of the Board of Public Utilities, one (1) of whose terms shall run until July 1, 1980, one (1) whose term shall run until July 1981, one (1) whose terms shall run until July 1, 1982, one (1) of whose term shall run until July 1, 1983, and one (1) of whose term shall run until July 1, 1984. The members of the Board of Review under the former charter shall continue in office until their successors are appointed pursuant to Section 8.06 hereof. All other officers and employees of the city shall continue in their respective offices and employment held at the time this charter becomes effective until their services are lawfully terminated, and shall become subject to the provisions of this charter.

Section 13.10, Procedure for Amendment

Upon adoption of the amendments to this charter at the November, 1988 general election, the Board of Public Utilities as provided for in the Charter adopted May 23, 1978 and effective January 2, 1979 is abolished and the functions and authority of such Board of Public Utilities incorporated into the city administration by amendments to such City Charter.

It shall be the responsibility of the City Manager to implement the incorporation and transition of the Department of Public Utilities into a city administrative department under such City Manager's authority. The City Manager shall as soon as practicable after the election and passage of the charter amendment implement the amendments with such transition to be accomplished as of January 1, 1989 upon which date the terms of service of the members of the Board of Public Utilities currently serving shall be abolished.

MARSHALL CITY CHARTER

RESOLUTION OF ADOPTION

At a meeting of the Charter Commission of the City of Marshall held March 22, 1978, the following resolution was offered by Commissioner Heric and seconded by Commissioner Yost.

RESOLVED, That the Charter Commission of the City of Marshall does hereby adopt the foregoing proposed city charter and the clerk of this commission is hereby instructed to transmit the same to the Governor of the State of Michigan, in accordance with the provisions of the statute, for his approval.

The vote on the adoption of said resolution was as follows:

AYES: Commissioners Carroll, Drake, Heric, Josephson, Marsh, Oades, Whitesell, Yost.

NAYS: Commissioners None

ABSENT: Commissioners Bailey

Signed:

Clerk of the Charter Commission of the City of Marshall

Stephen D. Heric

Formatted: Centered, Indent: Left: 5"

John E. Carroll

William H. Josephson

John E. Marsh

Ruth Oades

Ronald A. Yost

Thomas W. Whitesell

Gladys V. Bailey

MARSHALL CITY CHARTER

Louise A. Drake

All of the commissioners having attested as to said resolution as above and also having attested the copy to be signed by the Governor, the meeting adjourned, subject to the call of the chairman.

STATE OF MICHIGAN, County of Calhoun, ss:

Richard Watkins, City Clerk-Treasurer and clerk of the charter commission of the City of Marshall, being duly sworn, says that at an election duly called and held in the City of Marshall, on August 3, 1976, the following named persons were duly elected as a commission to revise the charter of the City of Marshall, namely: John E. Carroll, David B. Davis, Stephen D. Heric, Norman Holt, William H. Josephson, John E. Marsh, Ruth Oades, Thomas W. Whitesell, and Ronald A. Yost, that Norman Holt and David B. Davis resigned their offices as charter commissioners and were replaced by the Charter Commission with Louise A. Drake and Gladys V. Bailey, that the members of said charter commission met and organized as required by law on the 17th day of August 1976, that Stephen D. Heric was, at that meeting, elected chairman of the charter commission, and by the foregoing resolution, which resolution and the charter to which it is attached is in each case a true and correct copy thereof, and that the said charter commission directed that said charter be presented to the electors of the City of Marshall in accordance with the requirements of the laws of the State of Michigan which provide therefore.

Date: March 23, 1978

Richard Watkins, City Clerk-Treasurer and Clerk of the Charter Commission of the City of Marshall.

Subscribed and sworn to before me this 23rd day of March, 1978.

Notary Public, Calhoun County, Michigan. My term expires

December 6, 1979

I do hereby certify that the above and foregoing is a true copy of the proposed charter of the City of Marshall which has this day been approved by the Charter Commission of the City of Marshall.

Dated: March 23, 1978

Richard Watkins, Clerk of the Charter

MARSHALL CITY CHARTER

Commission of the City of Marshall

I do hereby approve the above and foregoing charter of the City of Marshall.

Date: May 15, 1978

William G. Milliken
Governor of the State of Michigan

I, Richard Watkins, City Clerk of the City of Marshall, Calhoun County, Michigan, hereby certify that the foregoing is a true copy of the revised charter of the City of Marshall, duly adopted at an election held on May 23, 1978 and amended at an election held November 8, 1988, in the said City Of Marshall.

I further certify that the vote upon the amendment to the said revised charter was as follows:

Yes – 1336

No – 1226

I further certify that the vote was canvassed and approved on the 15th day of November 1988.

Richard Watkins
City Clerk of the City of
Marshall, Michigan



MARSHALL CITY COUNCIL AGENDA

MONDAY – 7:00 P.M.

SEPTEMBER 19, 2011

- 1) CALL TO ORDER
- 2) ROLL CALL
- 3) INVOCATION – Dennis Croy, Marshall Wesleyan Church
- 4) PLEDGE OF ALLEGIANCE
- 5) APPROVAL OF AGENDA – Items can be added or deleted from the Agenda by Council action.
- 6) PUBLIC COMMENT ON AGENDA ITEMS – Persons addressing Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of five (5) minutes on any agenda item.
- 7) CONSENT AGENDA
 - A. City Council Minutes
Regular Session..... Tuesday, September 6, 2011
 - B. City Bills

| | |
|--------------------------------|------------------------|
| Regular Purchases..... | \$167,939.96 |
| Purchased Power..... | \$780,716.38 |
| Weekly Purchases – 9/2/11..... | \$37,757.56 |
| Weekly Purchases –9/9/11..... | \$1,516,653.47 |
| Total | \$ 2,503,067.37 |
- 8) PRESENTATIONS AND RECOGNITIONS
- 9) INFORMATIONAL ITEMS
 - A. Recreation Department Annual Report
City Council will receive for information only the FY 2010 Recreation Department Annual Report.
- 10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION
 - A. Public Hearing – Tenneco IFT
City Council will hear public comment regarding the proposed application for an Industrial Facilities Tax Exemption Certificate for Tenneco Marshall.
 - B. Public Hearing – Michigan Kitchen Distributors IFT
City Council will hear public comment regarding the proposed application for an Industrial Facilities Tax Exemption Certificate for Michigan Kitchen Distributors.
- 11) OLD BUSINESS
 - A. Parking Ordinance
City Council will consider the recommendation to approve proposed Ordinance §73.19 for Overnight Parking Permits Allowed Under Certain Circumstances.

Mayor:

James Dyer

Council Members:

Ward 1 - Wayne Booton

Ward 2 - Nick Metzger

Ward 3 - Brent Williams

Ward 4 - VACANT

Ward 5 - Jody Mankerian

At-Large - Kathy Miller



12) REPORTS AND RECOMMENDATIONS

A. Wastewater Project Design Engineering - Award

City Council will consider the recommendation to approve the resolution to accept the proposal from Stantec Consulting Inc. for the 2012 wastewater improvements design for the not to exceed cost of \$149,000 which will be contingent on being awarded the S2 grant. It is also recommended that City Council approve the resolution authorizing the S2 grant agreement.

B. Acceptance of the Byrne Stimulus Grant

City Council will consider the recommendation to accept the Byrne Stimulus Grant administered through the Michigan State Police.

13) APPOINTMENTS / ELECTIONS

A. City Council Vacancy – Ward 4

City Council will discuss the vacancy of the 4th Ward City Council Seat.

14) PUBLIC COMMENT ON NON-AGENDA ITEMS

Persons addressing Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of five (5) minutes on any item not on the agenda.

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tom Tarkiewicz", with a large, sweeping flourish at the end.

Tom Tarkiewicz
City Manager

CALL TO ORDER

IN REGULAR SESSION Tuesday, September 6, 2011 at 7:00 P.M. in the Council Chambers of Town Hall, 323 West Michigan Avenue, Marshall, MI, the Marshall City Council was called to order by Mayor Dyer.

ROLL CALL

Roll was called:

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

Also Present: City Manager Tarkiewicz.

Absent: Council Members Booton and Mankerian.

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

INVOCATION/PLEDGE OF ALLEGIANCE

Mike Donahue of Four Winds Christian Fellowship 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 removal of item 11A – Parking Ordinance. On a voice vote: **MOTION CARRIED.**

PUBLIC COMMENT ON AGENDA ITEMS

Jack Reed of 116 S. Sycamore announced his interest in the vacancy of the Fourth Ward Council seat.

CONSENT AGENDA

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

- A. Schedule a public hearing for September 19, 2011 to hear public comment on the proposed application for an Industrial Facilities Tax Exemption Certificate for Tenneco Marshall;
- B. Schedule a public hearing for September 19, 2011 to hear public comment on the proposed application for an Industrial Facilities Tax Exemption certificate for Michigan Kitchen Distributors;
- C. Approve the recommendation to enter into negotiations with Revitalize, LLC to serve as Third Party Administrator for a Rental Rehabilitation Program grant through the Michigan State Housing Development Authority and authorize the Clerk-Treasurer to

- execute and sign a Third Party Administrator Agreement upon conclusion of successful negotiations;
- D. Accept the proposal from Stantec Consulting for the design of the 2012 Water Main Infrastructure Upgrade for the not to exceed cost of \$29,500 and approve the resolution stating intent to reimburse expenditures from the bond proceeds for the improvement to the water distribution facilities;
 - E. Accept the low bid from Quality Asphalt of Homer, MI for the amount of \$65,595 for the North Sycamore Street Rehabilitation project;
 - F. Approve the request from the Marshall Lions Club to hold their Annual Candy Day Sales on Friday, September 16 and Saturday, September 17, 2011;
 - G. Approve minutes of the City Council Regular Session and Work Session held on Monday, August 15, 2011;
 - H. Approve city bills in the amount of \$1,246,151.05.

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

PRESENTATIONS AND RECOGNITIONS

None.

INFORMATIONAL ITEMS

None.

PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

A. Public Hearing – Medical Marihuana Ordinance:

City Attorney Beardslee provided some background on the ordinance and some cases involving the Michigan Court of Appeals.

Mayor Dyer opened the public hearing to hear public comment regarding the proposed Medical Marihuana Ordinance.

John LaPietra of 386 Boyer Court inquired if the cases that are being heard by the Court of Appeals will be going to the Supreme Court.

Hearing no further comment the public hearing was closed.

Moved Miller, supported Metzger, to approve the adoption of the Medical Marihuana Ordinance for the City of Marshall. On a roll call vote – ayes: Metzger, Miller, Williams, and Mayor Dyer; nays: none. **MOTION CARRIED.**

**CITY OF MARSHALL, MICHIGAN
ORDINANCE #2011-12**

MEDICAL MARIHUANA ORDINANCE

**AN ORDINANCE PROHIBITING THE OPERATION OF A MEDICAL
MARIHUANA DISPENSARY IN THE CITY OF MARSHALL, MICHIGAN.**

THE CITY OF MARSHALL ORDAINS:

137.20 Findings.

The City of Marshall adopts this Ordinance based on the following findings of fact:

- A. In November, 2008 the people of the State of Michigan adopted an initiative which lead to the enactment of the Michigan Medical Marihuana Act (MMMA) at MCL 333.26421 *et. seq.*
- B. The MMMA creates a procedure by which a "qualifying patient" may obtain a certification from a physician and a "registry identification card" from the State Department of Community Health which prohibit prosecution and other penalties for cultivating a limited number of marihuana plants.
- C. The MMMA also authorizes a "primary caregiver" to obtain a "registry identification card" authorizing such person to lawfully cultivate and distribute marihuana to a limited number of "qualifying patients".
- D. Notwithstanding all of the above, Michigan law continues to make the manufacture, possession and use of marihuana serious criminal offenses. Michigan's Public Health Code provides penalties ranging from a misdemeanor for possession of a small amount of marijuana to life imprisonment for "habitual" manufacturers and distributors.
- E. Likewise, the Federal Controlled Substances Act (21 USC 801 *et. seq.*) makes the following unlawful:

The manufacture, distribution or possession with intent to distribute marihuana;

The leasing, renting, maintaining or using of property for the manufacturing, storing or distributing of controlled substances;

The distribution or manufacture of marihuana within 1,000 feet of schools and playgrounds, and within 100 feet of youth centers or video arcade facilities.

The use of any communication device to commit a felony violation of the Controlled Substances Act

- F. As of the time of the adoption of this Ordinance, (August, 2011) the interpretation of the MMMA is unsettled. Various trial courts throughout Michigan have addressed questions regarding the interpretation of the MMMA and its' application. The MMMA has been addressed in only five reported decisions from the Court of Appeals and no decisions of the Michigan Supreme Court. Further, the Michigan legislature has not acted to clarify the state of the law.
- G. The MMMA defines the "Medical use" of marihuana as "the acquisition, possession, cultivation, manufacture, use, internal possession, delivery, transfer, or transportation of marihuana or paraphernalia relating to the administration of marihuana to treat or alleviate a registered qualifying patient's debilitating medical condition or symptoms associated with the debilitating medical condition". (MCL 333.24623(e)) This definition does not include the sale of marihuana as a Medical use.
- H. The MMMA provides "(a) registered primary caregiver may receive *compensation for costs* associated with assisting a registered patient in the medical use of marihuana. Any such compensation shall not constitute the sale of controlled substances". (MCL 333.24624(e)) Emphasis added.
- I. The drafters of the initiative adopted by voters in 2008 did not intend to authorize cooperative marihuana growing operations or dispensaries. See People v. Redden, 290 Mich. App. 65 (2010), citing Satyanarayana, Is Marijuana Good Medicine? Detroit Free Press, October 25, 2008, <http://www.freep.com/article/20081025/NEWS15/810250341/ls-marijuana-good-medicine-> (accessed August 8, 2011).

137.21: Purpose.

It is the purpose of this Ordinance to regulate the conduct of activity pursuant to the Michigan Medical Marihuana Act ("MMMA") MCL 333.26421 *et. seq.*, and to regulate the conduct of activity pursuant thereto in the City of Marshall, Michigan so as to protect the health, safety and welfare of the general public. This ordinance shall be interpreted with reference to the changing state of the law as it relates to the MMMA in Michigan; it is not the intent of the Marshall City Council to authorize any person to engage in any activity that is otherwise prohibited by state or federal law, nor, except as expressly provided herein, is it the intent of the Marshall City Council to prohibit conduct allowed under the MMMA.

137.22 Definitions.

Any term used in this Ordinance which is defined in the Michigan Medical Marihuana Act (MCL 333.26421 *et. seq.*) shall have the meaning given it by the Michigan Medical Marihuana Act.

- A. "**Lot of Record**" – a lot, the dimension and configuration of which are shown on a map recorded in the office of the County Register of Deeds, or a lot or parcel described by metes and bounds, the accuracy of which is attested to by a professional engineer or land surveyor (registered and licensed in the state and likewise recorded on a file with the county.)
- B. "**Marihuana Dispensary**". – a use of a lot of record by more than two individuals for the acquisition, possession, cultivation, manufacture, delivery, transfer, or transportation of marihuana or paraphernalia relating to the administration of marihuana to treat or alleviate a registered qualifying patient's debilitating medical condition or symptoms associated with the debilitating medical condition.

137.23 Dispensaries prohibited.

The use of any lot of record as a Marihuana Dispensary is prohibited.

137.24 Severability.

If sections of this ordinance shall be deemed to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof

other than the part so declared to be invalid.

137.25 Penalty.

Notwithstanding the provisions of Section 137.99, any person, firm, or corporation in violation of any provisions of this Ordinance shall be deemed responsible of violating a municipal civil infraction and shall, upon finding thereof, be subject to a fine of not more than One Hundred and 00/100 (\$100.00) Dollars, plus Court costs and the cost of prosecution not to exceed Five Hundred and 00/100 (\$500.00) Dollars. Each day that a violation occurs shall be considered a separate offense. The City of Marshall may, in addition, seek injunctive relief.

Effective Date.

This Ordinance shall become effective upon its publication in a newspaper of general circulation in Marshall, Michigan.

Adopted by the City Council of the City of Marshall, Michigan on the 6th day of September, 2011.

OLD BUSINESS

None.

REPORTS AND RECOMMENDATIONS

A. Bid Award – Liability and Property Insurance:

Moved Williams, supported Metzger, to accept the bid from Hub International Midwest, Ltd. of Battle Creek, MI for the amount of \$192,123 for a term of three consecutive years beginning with the policy period of November 1, 2011 and ending October 31, 2014, with two one-year renewals. On a roll call vote – ayes: Miller, Williams, and Metzger; nays: Mayor Dyer. **MOTION CARRIED.**

B. Joseph Campbell IFT Clawback:

Moved Miller, supported Williams, to adopt the resolution calling for the revocation of the IFT certificates issued to Campbell Soup Company for real and personal property improvements and 100% tax recapture for both real and personal property. On a roll call vote – ayes: Williams, Mayor Dyer, Metzger, and Miller; nays: none. **MOTION CARRIED.**

**CITY OF MARSHALL, MICHIGAN
RESOLUTION #2011- 35**

WHEREAS, Joseph Campbell Company, pursuant to Public Act 198 of 1974, properly applied for and was issued the following Industrial Facilities Tax (IFT) Exemption Certificates for real and personal property improvements which is presently in effect and which expires by the following due dates; and

| | | |
|---------------------|-----------------------|--------------------|
| Parcel # 500-097-01 | Certificate #03-581 | Expires 12/30/2016 |
| Parcel # 500-097-00 | Certificate #03-581 | Expires 12/30/2016 |
| Parcel # 500-101-01 | Certificate #06-196 | Expires 12/30/2018 |
| Parcel # 500-106-01 | Certificate #2009-239 | Expires 12/30/2021 |
| Parcel # 500-093-01 | Certificate #03-172 | Expires 12/30/2013 |

WHEREAS, Campbell Soup Company, successor to Joseph Campbell Company, has given notice that it intends to permanently close the facility referred to in the IFT exemption certificate; and

WHEREAS, Letters of Agreement were signed for the aforementioned IFT exemption certificate, and

WHEREAS, pursuant to the Letters of Agreement the governing body of the City of Marshall has the right to recapture from the company up to and including the total amount of taxes abated by the IFT exemption certificate; and

WHEREAS, Campbell Soup Company has been notified of this proposed action and has been given an opportunity to be heard.

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

1. Industrial Facilities Exemption Certificates #03-581, #06-196, #2009-239, and #03-172 issued for real and personal property improvements and due to expire December 30, 2016, December 30, 2018, December 30, 2021, and December 30, 2013 respectively are hereby revoked and that such revocation shall take effect in the 2012 assessing/tax year.
2. Campbell Soup Company is hereby ordered to repay 100% of the abated taxes for IFT Certificates #03-581, #06-196, #2009-239, and #03-172 for the tax years 2004 through and including 2011 and such repayment of taxes shall be made on or before January 31, 2012.

Sandra Bird, CLERK-TREASURER

I, Sandra Bird, being duly sworn as the Clerk-Treasurer for the City of Marshall, hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on September 6, 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

C. Mainstreet Recommendation:

Moved Metzger, supported Williams to the Mayor's recommendation to continue in the Michigan Main Street Program through the end of 2012 and the recommendation to transfer supervision of the Main Street Manager from the Main Street Board to the City Manager. On a roll call vote – ayes: Metzger, Miller, Williams, and Mayor Dyer; nays: None. **MOTION CARRIED.**

D. Lake Allegan/Kalamazoo River Watershed Cooperative Agreement:

Moved Miller, supported Metzger to authorize the Clerk-Treasurer to sign the Lake Allegan/Kalamazoo River Watershed Cooperative Agreement for the reduction of phosphorus loading. On a voice vote – **MOTION CARRIED.**

APPOINTMENTS / ELECTIONS

A. Airport Board Appointments:

Moved Williams, supported Metzger, to approve the appointment of Morris Arvoy to the Airport Board and the reappointment of Desmond Kirkland with terms expiring October 1, 2014. On a voice vote – **MOTION CARRIED.**

B. City Council Vacancy – Ward 4:

Moved Miller, supported Metzger, to proceed with the filling of the vacant City Council seat by accepting applications and letters of interest until Wednesday, September 14, 2011 at 3:00 p.m. and take action at the next City Council Meeting on September 19, 2011. On a voice vote – **MOTION CARRIED.**

Marshall City Council, Regular Session
Tuesday, September 6, 2011
Unofficial

PUBLIC COMMENT ON NON-AGENDA ITEMS

John LaPietra of 386 Boyer Court made a suggestion that the letter of interest for the City Council seat be included in the next Council packet for public information.

COUNCIL AND MANAGER COMMUNICATIONS

None.

ADJOURNMENT

The meeting was adjourned at 8:27 p.m.

James L. Dyer, Mayor

Sandra Bird, Clerk-Treasurer

VENDOR APPROVAL SUMMARY REPORT

Date: 09/15/2011

Time: 12:20pm

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CITY OF MARSHALL

| Vendor Name | Vendor Number | Description | Check Amount | Hand Check Amount |
|--------------------------------|---------------|--------------------------------|--------------|-------------------|
| AIRGAS GREAT LAKES | 4982 | CYLINDER RENTAL | 122.00 | 0.00 |
| ALBION PUBLIC SAFETY | 21341 | POLE CAMERA | 700.00 | 0.00 |
| AMERICAN LEGAL PUBLISHING CORP | 4028 | CODE OF ORDINANCES | 2,176.75 | 0.00 |
| AMERICAN WATER WORKS ASSOC | 7049 | MEMBERSHIP DUES--A. AMBLER | 165.00 | 0.00 |
| AMP INC | 9714 | TREE TRIMMING | 18,523.60 | 0.00 |
| ARISTA TRUCK SYSTEMS, INC. | 300081 | #304 MOTOR | 239.55 | 0.00 |
| ARROW UNIFORM | 6839 | CUST #010198-04 | 634.88 | 0.00 |
| AUTO GLASS SOLUTIONS, LLC | 6595 | F250 FORD | 210.00 | 0.00 |
| BAKER TOOL RENTAL & STORAGE | 9733 | LIFT W-CORD | 300.00 | 0.00 |
| BATTERIES PLUS | 6532 | 12V 2000MAH NICD | 256.85 | 0.00 |
| BOBCAT OF LANSING | 5868 | HYD FLUID | 240.49 | 0.00 |
| BONNIE'S TAILORING | 2257 | ALTERATION | 12.00 | 0.00 |
| BOSHEARS FORD SALES INC | 7117 | 2010 CROWN VIC | 2,708.50 | 0.00 |
| CALHOUN COUNTY CONS DISPATCH | 7176 | 4TH QTR DISPATCH SERVICE | 55,476.50 | 0.00 |
| CE HALL ELECTRIC COMPANY | 3387 | CHG SERVICE AT 142 W MICHIGAN | 1,393.20 | 0.00 |
| CLASSIC DRY CLEANING&TAILORING | 5975 | CLEANING & LAUNDRY | 386.60 | 0.00 |
| COMMERCIAL OFFICE PRODUCTS | 9769 | HANGING FILES | 42.77 | 0.00 |
| CORRPRO COMPANIES, INC | 2772 | CONTRACT #0043242 | 1,250.00 | 0.00 |
| COURTNEY & ASSOCIATES | 7259 | AUGUST SERVICES | 250.00 | 0.00 |
| CRT, INC | 6541 | BACKUP DR APPLIANCE SERVICE | 710.00 | 0.00 |
| CULLIGAN | 736 | ACCT #1155180 | 28.50 | 0.00 |
| D & D MAINTENANCE SUPPLY | 7271 | SUPPLIES | 739.88 | 0.00 |
| DARLING ACE HARDWARE | 7281 | YARDSTICKS | 393.92 | 0.00 |
| DENNY CRULL GENERAL CONTRACTOR | 5890 | Reserve Fund Project Apt. 119 | 5,679.46 | 0.00 |
| DLZ | 2787 | 2011 Bridge Inspections | 680.00 | 0.00 |
| EJUSTICE SOLUTIONS LLC | 300114 | RMS - OCTOBER | 1,000.00 | 0.00 |
| ELHORN ENGINEERING COMPANY | 5400 | CARUS 4500 | 3,320.00 | 0.00 |
| EMERGENCY VEHICLE SERVICES INC | 3896 | INSTALL FUEL TANK | 1,991.00 | 0.00 |
| ENMET CORPORATION | 7339 | GAS METER | 238.26 | 0.00 |
| FAIRBANKS MORSE | 3880 | GASKETS | 421.31 | 0.00 |
| FASTENAL COMPANY | 5789 | THREAD LOCK | 13.92 | 0.00 |
| FIDLAR TECHNOLOGIES INC | 400302 | PARKING TICKET BOOKS | 1,180.42 | 0.00 |
| THE FLOWER HAUS | 7371 | FOR SCOTT & DAWN MCDONALD | 53.00 | 0.00 |
| GABRIEL, ROEDER, SMITH & CO. | 7382 | ACTUARIAL EQUIVALENC TEST | 2,500.00 | 0.00 |
| GALLS, AN ARAMARK COMPANY | 300091 | STOP STOP PADDLE | 50.91 | 0.00 |
| HERMANS MARSHALL HARDWARE | 7446 | STAPLES RETURNED | 83.17 | 0.00 |
| HSEC BUSINESS SOLUTIONS | 9602 | DRILL | 260.87 | 0.00 |
| IRISH ACRES DISTRIBUTING | 300132 | INSPECT DRIVE-ON HOIST | 125.00 | 0.00 |
| ISAAC & SONS | 7484 | APT #105 | 70.00 | 0.00 |
| J & K PLUMBING SUPPLY | 3351 | HANDSHOWER | 12.00 | 0.00 |
| JACK DOHENY SUPPLIES | 7309 | CYCLONE WELDMENT | 4,962.02 | 0.00 |
| JACKSON TRUCK SERVICE | 7495 | CABLE | 27.87 | 0.00 |
| JIMMY'S JOHNS | 4235 | COMPOST CENTER | 111.25 | 0.00 |
| JOHN D BRUNDAGE & | 6437 | AUGUST SERVICES | 3,210.00 | 0.00 |
| KAR LABORATORIES INC | 8817 | CYANIDE ANALYSIS | 100.00 | 0.00 |
| KENT COUNTY HEALTH DEPT | 7514 | SAMPLES | 40.00 | 0.00 |
| KITCHEN SHOP OUTLET | 6598 | KOHLER SINKS & STRAINERS | 366.00 | 0.00 |
| LEWEY'S SHOE REPAIR | 7538 | BOOT ALLOWANCE--M POTTER | 199.95 | 0.00 |
| M & K QUALITY TRUCK SALES | 6196 | CORE RETURN | 245.30 | 0.00 |
| MARSHALL AREA CHAMBER | 7556 | COMMUNITY BREAKFAST | 14.00 | 0.00 |
| MARSHALL FEED & GRAIN COMPANY | 7560 | ROLL PLASTIC | 25.50 | 0.00 |
| MARSHALL LUMBERTOWN | 7569 | 5/4 X 5/4 SQUARE | 456.30 | 0.00 |
| MARSHALL MEDICAL ASSOCIATES | 7571 | DRUMM, OWENS | 221.00 | 0.00 |
| MARSHALL TIRE | 3771 | DART TIRES | 776.34 | 0.00 |
| MICHIGAN ECONOMIC DEVELOPERS | 7641 | 2011 MEMBERSHIP DUES | 240.00 | 0.00 |
| MSC INDUSTRIAL SUPPLY CO | 6831 | RUBBER BANDS | 63.76 | 0.00 |
| NORTH CENTRAL LABORATORIES | 7727 | BLANKET PO FOR LAB SUPPLIES FY | 716.85 | 0.00 |
| NU-TWIST SCREEN PRINTING | 7732 | SAND VOLLEYBALL T'S | 164.25 | 0.00 |
| NYE UNIFORM COMPANY | 7733 | METAL RADIO CLIP | 975.37 | 0.00 |
| PARRISH EXCAVATING | 8696 | EMERGENCY SANITARY SEWER RPR | 9,439.76 | 0.00 |
| PHYSIO CONTROL | 21794 | ELECTRODE ASSY-ADULT | 84.90 | 0.00 |
| POWER LINE SUPPLY | 7821 | PHOTO EYE | 924.42 | 0.00 |
| QUALITY ENGRAVING SERVICE | 7800 | SOFTBALL SPONSOR PLAQUES | 231.00 | 0.00 |
| QUALITY LAWN CARE | 8838 | MOWING - AUGUST | 3,561.00 | 0.00 |
| REHMANN ROBSON PC | 6455 | AUDIT FY11 - 1ST PAYMENT | 12,500.00 | 0.00 |
| RS TECHNICAL SERVICE INC | 9149 | SERVICE ABB FLOW METER | 334.00 | 0.00 |
| SANDERS FURNITURE & APPLIANCE | 3380 | REFRIGERATOR & RANGE | 993.00 | 0.00 |

VENDOR APPROVAL SUMMARY REPORT

Date: 09/15/2011

Time: 12:20pm

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CITY OF MARSHALL

| Vendor Name | Vendor Number | Description | Check Amount | Hand Check Amount |
|--------------------------------|---------------|--------------------------------|--------------|-------------------|
| SHAHER REDI-MIX INC | 7867 | LIMESTONE | 388.33 | 0.00 |
| SHERWIN-WILLIAMS | 2073 | MARKING PAINT RETURN | 2,745.80 | 0.00 |
| SPARTAN STORES | 9656 | AUGUST CHARGES | 189.10 | 0.00 |
| SPECTRUM ENGINEERING CORP | 6197 | Coordination Analysis of Indus | 1,522.74 | 0.00 |
| SOC GROUP | 5886 | 2400 Volt Switchgear Replaceme | 4,359.88 | 0.00 |
| STANDARD PRINTING & OFFICE | 7903 | BUSINESS CARDS | 3,158.06 | 0.00 |
| STATE OF MICHIGAN | 400361 | RENEWAL - THOMAS TARKIEWICZ | 80.00 | 0.00 |
| STATE OF MICHIGAN - MDOT | 4521 | WEATHER OBSERVATION SYS | 681.00 | 0.00 |
| SULLIVAN INSURANCE AGENCY | 3559 | BLUES FEST LIQUOR BOND | 25.00 | 0.00 |
| SUMMIT POINTE | 5891 | CONTRACT MOWING | 400.00 | 0.00 |
| SUPERIOR GROUNDCOVER INC | 5401 | FEATHER WOOD MATERIAL | 3,990.00 | 0.00 |
| TRI-COUNTY INTERNATIONAL TRUCK | 8034 | DART 4 RPR | 729.90 | 0.00 |
| VESCO OIL CORPORATION | 7510 | Lubricating Oil | 3,136.00 | 0.00 |
| YOU R SPECIAL, LLC | 21522 | AUGUST CLEANING SERVICES | 920.00 | 0.00 |
| Grand Total: | | | 167,939.96 | 0.00 |

CHECK NUMBER SERIES AS OF FRIDAY, 09/16/11

| | Beginning # | Ending # | Dated |
|-----------------|-------------|----------|-------------------|
| PAYROLL-ACH | 71248 | 71252 | 09/03/11-09/16/11 |
| A/P & P/R-OTHER | 88818 | 88997 | 09/03/11-09/16/11 |



MICHIGAN SOUTH CENTRAL POWER AGENCY

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

ORIGINAL INVOICE

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

Invoice Date: 15-Sep-11
 Due Date: 30-Sep-11
 Service From: 01-Aug-11
 To: 31-Aug-11

Peak Demand 22,656 kw

Total Energy Received 10,820,774 kWh
 Hydro Generation 119,780 kWh
 Net Billing kWh's 10,700,994 kWh

| Area | Entitlement % | Operating and Maintenance Costs | Debt Service | Total |
|--------------------|---------------|---------------------------------|--------------|------------|
| PROJECT 1-ENDICOTT | 24.0% | 214,920.18 | - | 214,920.18 |
| PROJECT 2 | 18.0% | 8,855.31 | - | 8,855.31 |
| PROJECT 3 | 20.2% | 1,397.60 | - | 1,397.60 |
| PURCHASED POWER | 19.0% | 506,154.37 | - | 506,154.37 |
| TRANSMISSION | 21.5% | 23,920.47 | - | 23,920.47 |
| MISO | 19.6% | 3,001.87 | - | 3,001.87 |
| SUBSTATION | 34.4% | - | - | - |
| ADMINISTRATION | 19.6% | 28,750.55 | - | 28,750.55 |
| MEMBER | 15.6% | 3,528.72 | - | 3,528.72 |
| MEMBER HYDRO | 0.0% | - | - | - |
| CAPACITY | 15.6% | - | - | - |
| RATE STABILIZATION | | - | - | - |
| TOTAL COST | | \$ 790,529.06 | - | 790,529.06 |
| | | \$/kWh 0.07387 | 0.00000 | 0.07387 |
| CREDITS | | \$ (9,812.68) | - | (9,812.68) |
| | | \$/kWh (0.00092) | 0.00000 | (0.00092) |
| NET COST | | \$ 780,716.38 | - | 780,716.38 |
| | | \$/kWh 0.07296 | 0.00000 | 0.07296 |

Pay this amount \$ 780,716.38

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

VENDOR APPROVAL SUMMARY REPORT

Date: 09/02/2011

Time: 11:50am

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CITY OF MARSHALL

| Vendor Name | Vendor Number | Description | Check Amount | Hand Check Amount |
|------------------------------|---------------|--------------------------------|--------------|-------------------|
| BATTLE CREEK UNLIMITED, INC. | 4558 | SEPTEMBER | 13,750.00 | 0.00 |
| MATTHEW BEHRENSMEYE | 400349 | REFUND UTILITY DEPOSIT | 48.79 | 0.00 |
| BROADSTRIPE | 3293 | ACCT #198-177805 | 32.97 | 0.00 |
| CALHOUN COUNTY EQUALIZATION | 7169 | ASSESSON SERVICES - AUGUST | 2,063.92 | 0.00 |
| CALHOUN COUNTY TREASURER | 7177 | TRALLER FEES - AUGUST | 80.00 | 0.00 |
| CITGO | 3724 | FLEET # 132271610 | 15,005.77 | 0.00 |
| COMMERCIAL OFFICE PRODUCTS | 9769 | FILE FOLDERS | 332.47 | 0.00 |
| CONSUMERS ENERGY | 8560 | 1000 0033 5602 | 363.14 | 0.00 |
| PATRICK & KATIE CROWIN | 400351 | REFUND UTILITY DEPOSIT | 55.68 | 0.00 |
| JEFF & NANCY CROOKS | 300351 | PRESCRIPTION REIMBURSEMENT | 10.00 | 0.00 |
| JOE DELAPAS | 6084 | BI-FOCAL SAFETY GLASSES | 60.00 | 0.00 |
| JAMES R DEVENEY | 300006 | INSPECTION COMMISSION | 241.25 | 0.00 |
| TRUDY P FARRIS | 400214 | REFUND MH DEPOSIT & CR BALANCE | 313.00 | 0.00 |
| DARYL GANO | 8148 | ELECT INSPECTOR COMMISSION | 1,050.00 | 0.00 |
| GRIFFIN PEST SOLUTIONS | 400246 | TERMITE INSP & TREATMENT | 621.00 | 0.00 |
| JOHN GROSS | 300013 | INSPECTOR COMMISSION | 120.00 | 0.00 |
| HERMANS MARSHALL HARDWARE | 7446 | REIMBURSEMENT FOR CLOCK USAGE | 567.00 | 0.00 |
| DONNA HOWARD | 400354 | REFUND UTILITY DEPOSIT | 79.39 | 0.00 |
| LAKE MICHIGAN MAILERS | 9559 | POSTAGE | 500.00 | 0.00 |
| DIANE LARKIN | 9373 | EXPENSE REIMBURSEMENT | 46.62 | 0.00 |
| THOMAS LITTON III | 400353 | REFUND UTILITY DEPOSIT | 25.79 | 0.00 |
| MARSHALL COMMUNITY CU | 7558 | 3101 - LARKIN | 15.00 | 0.00 |
| MEDLER ELECTRIC COMPANY | 7604 | 3" EXPANSION COUPLINGS | 107.77 | 0.00 |
| MERS | 7606 | MERS ANNUAL MEETING | 370.00 | 0.00 |
| MICHIGAN DOWNTOWN CONFERENCE | 300335 | CONF REGISTRATION--D LARKIN | 175.00 | 0.00 |
| MIDWAY ROLLER RINK | 7680 | PLAYGROUND TRIP #8 | 348.00 | 0.00 |
| DAN & KRISTA NAWROCKI | 400348 | REFUND UTILITY DEPOSIT | 40.90 | 0.00 |
| RONNIE RATLIFF | 400350 | REFUND UTILITY DEPOSIT | 9.73 | 0.00 |
| REPUBLIC SERVICES #249 | 2096 | ACCT #3-0249-0089847 | 544.25 | 0.00 |
| ROBERT RUBLEY | 400356 | REFUND UTILITY DEPOSIT | 62.15 | 0.00 |
| SPH | 9628 | ACCT #224843832 | 355.07 | 0.00 |
| STREMLINERS HOME LLC | 400346 | STAINING & PAINTING | 131.00 | 0.00 |
| THOMAS STREET III | 300409 | REFUND UTILITY DEPOSIT | 75.21 | 0.00 |
| BRENT THELEN | 400357 | REFUND UTILITY DEPOSIT | 41.35 | 0.00 |
| LUCAS TICE | 300431 | ROLLS FOR SAFETY MEETING | 35.80 | 0.00 |
| LACEY & ALBC WEST | 400352 | REFUND UTILITY DEPOSIT | 41.24 | 0.00 |
| KARYN & ROBERT WINKLER | 400347 | REFUND UTILITY DEPOSIT | 38.30 | 0.00 |
| Grand Total: | | | 37,757.56 | 0.00 |

VENDOR APPROVAL SUMMARY REPORT

Date: 09/09/2011

Time: 11:21am

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CITY OF MARSHALL

| Vendor Name | Vendor Number | Description | Check Amount | Hand Check Amount |
|------------------------------|---------------|-------------------------------|--------------|-------------------|
| AD-VISOR & CHRONICLE | 7557 | AUGUST ADS | 711.79 | 0.00 |
| BATTLE CREEK UNLIMITED, INC. | 4558 | CORRECTION FOR JUL, AUG, SEPT | 874.98 | 0.00 |
| BROADSTRIPE | 3293 | ACCT #198-040788 | 1,918.49 | 0.00 |
| C.E.M. SUPPLY INC | 7200 | REPAIR GEARMOTOR | 151.00 | 0.00 |
| CALHOUN COUNTY TREASURER | 7177 | 08/01/11-08/31/11 PERS AD VAL | 642,453.54 | 0.00 |
| CALHOUN INTERMEDIATE | 7178 | 08/01/11-08/31/11 PERS AD VAL | 189,111.15 | 0.00 |
| DEB CODDE | 400358 | RPLCD LAMP POST | 65.94 | 0.00 |
| COMMERCIAL OFFICE PRODUCTS | 9769 | OFFICE SUPPLIES | 131.90 | 0.00 |
| CORNERSTONE INSPECTION SRVCS | 300392 | INSPECTION SERVICES | 1,119.00 | 0.00 |
| CHARLIE FISHER | 2823 | BOOT ALLOWANCE | 300.00 | 0.00 |
| KIMBERLY FORDE | 400360 | REFUND UTILITY DEPOSIT | 67.31 | 0.00 |
| GORDON FOOD SERVICE INC | 8734 | SUPPLIES | 162.48 | 0.00 |
| KELLOGG COMMUNITY COLLEGE | 7507 | 08/01/11-08/31/11 PERS AD VAL | 99,996.73 | 0.00 |
| RICHARD KEMP | 5770 | REFUND UTILITY DEPOSIT | 102.48 | 0.00 |
| LEXISNEXIS RISK DATA MNGMNT | 400109 | AUGUST 2011 SERVICES | 135.50 | 0.00 |
| MARSHALL DISTRICT LIBRARY | 8065 | 08/01/11-08/31/11 PERS AD VAL | 90,068.21 | 0.00 |
| MARSHALL PUBLIC SCHOOLS | 7574 | 08/01/11-08/31/11 PERS AD VAL | 453,779.87 | 0.00 |
| MEDLER ELECTRIC COMPANY | 7604 | 5" & 3" COUPLING | 195.53 | 0.00 |
| LONNIE NEWLAND | 400359 | REFUND UTILITY DEPOSIT | 76.22 | 0.00 |
| STAPLES | 8291 | ACCT #7972 3200 0007 4618 | 582.10 | 0.00 |
| STATE OF MICHIGAN | 4872 | 38-6004708, AUG 2011, SLS TAX | 34,640.85 | 0.00 |
| Grand Total: | | | 1,516,645.07 | 0.00 |

PRESCRIPTION REIMBURSEMENT 8.40

CASH DISBURSEMENTS TOTAL \$1,516,653.47



ADMINISTRATIVE REPORT
September 19, 2011 – CITY COUNCIL MEETING

TO: Honorable Mayor and City Council
FROM: Teri Trudeau, Recreation Superintendent
SUBJECT: FY 2010 Annual Report

BACKGROUND: Annually a report to City Council is given summarizing the programs and operations of the Recreation Department. This year only the written report will be given.

RECOMMENDATION: Information Only. No action required.

FISCAL EFFECTS: None.

Respectfully Submitted,

A rectangular area containing a handwritten signature in cursive script, which appears to read "Teri Trudeau". The signature is written in dark ink on a light-colored background.

Teri Trudeau
Recreation Superintendent

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

MARSHALL RECREATION DEPARTMENT



Recreation for a Lifetime

2010-2011 ANNUAL REPORT

Mailing Address:
323 West Michigan Avenue
Marshall, Michigan 49068

Physical Address:
900 South Marshall
Marshall, Michigan 49068
269/781-5166 (direct)
269/789-4628 (fax)
recpro.cityofmarshall.com

MISSION STATEMENT

The Parks, Recreation and Cemetery Advisory Board and Department staff worked diligently to create a Mission Statement encompassing the philosophy of the Marshall Recreation Department. The following is a *living* Mission Statement – easy to say - challenging to obtain!

To enhance the quality of life for our community by providing safe, healthy and fun recreation opportunities.

The Advisory Board and Department staff fully embraces and actively continues to incorporate this mission statement in all programs and activities offered by the Department.

DEPARTMENT STAFF

During the 2010-2011 fiscal year, the Department was fortunate to have the following dedicated members on staff –

Natalie Huestis, Director of Community Services
Teri Trudeau, Recreation Superintendent
Justin Miller, Program Coordinator
JR Grulke, Program Coordinator Part-Time
Cris Roberts, Recreation Secretary

Hired: Nov 29, 2004
Hired: May 15, 1984
Hired: Nov 22, 2004
Hired: Oct 20, 2008
Transferred: May, 2003

ADVISORY BOARD

The Marshall City Code provides for a Parks, Recreation and Cemetery Advisory Board. The Board consists of seven members and one Council liaison. Each Board member term is for three years. The Board meets at 5:30 p.m. on the 4th Tuesday of the month to discuss programming, review budgets, and plan for the future.

The 2010-2011 Advisory Board members –

Dave Phaner, Chair
Mark Gilbert
Kristine Boley-Morse
Lee Sherman

Randy Eshuis
Mitch McComb
Lisa Sands
Kathy Miller, Council Liaison

RE-ORGANIZATION PLAN – JANUARY 2011

Upon approval of the 2010-11 budget the Recreation Department was challenged to resolve the current and proposed budget deficits over the last few cycles and devise a plan to once again be operating in the black. During the August 2010 retreat, Recreation Department staff met to begin the evaluation of all programs and operations. From this retreat several strategies arose and a new budget plan was developed.

- One of the Program Coordinator positions would be reduced to part-time status.
- Eliminated all youth sports competitions. (example: Punt, Pass & Kick)
- Eliminated several youth after school programs.
- Eliminated one of the youth day camp programs.
- Eliminate one adult bus trip.
- Adjusted the number of Girls Fastpitch teams anticipated.
- Eliminated youth golf league and one session of golf camp.
- Eliminate scorekeepers for youth floor hockey.
- The Senior Citizen programming held in conjunction with the Marshall House meal site would be transferred to Marshall House staff.
- Several contracted positions would be replaced by Program Coordinator hours.

On September 28, 2010, the plan was presented to the Parks, Recreation and Cemetery Advisory Board and in December, 2010 to the City Council as part of the Annual Report.

The elimination of multiple programs impacts how participation numbers compare to previous years. In some cases the difference is quite dramatic. Keep this in mind though out the report.

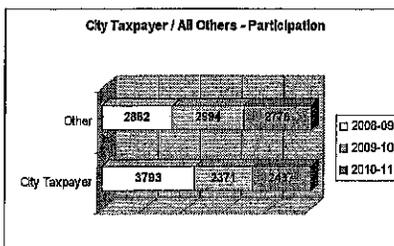
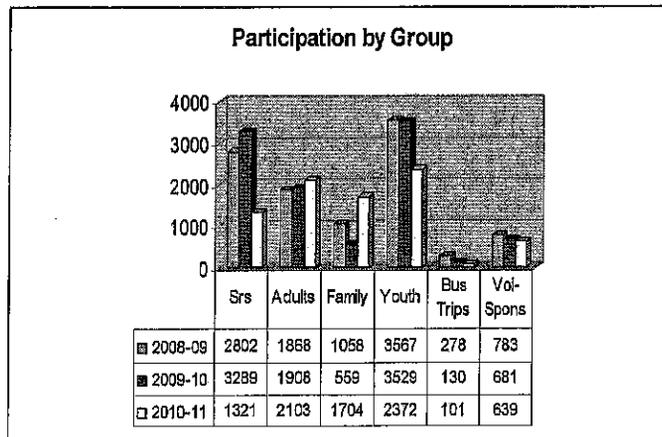
PROGRAMMING

Recreation for a Lifetime ... the Department's slogan best identifies its programming focus. The Department encourages members of the community to participate in recreational activities by offering a wide variety of programming opportunities. The focus has been, and continues to be, to engage all ages in positive recreational activities "... for a Lifetime"... Adult sports, youth sports, pre-school sports, after school programs, day camps, summer 'fun' playground, and special events are offered.

PROGRAM PARTICIPATION

Total participations for fiscal year 2010-2011 were 7,601, a decrease from participations during the 2009-2010 fiscal year. The chart shows the participation count by group.

- * The City of Marshall collaborates with CAA to provide weekly on-site meals on Monday, Wednesday and Friday at the Marshall House. Since October 2010 participation has decreased significantly in the program. Please note that meal site participation is July – October only in the 10-11 figures.
- * Adult participation has increased due to offering a new Coed Softball Short Season in the summer and steady increases in all seasons of Volleyball.
- * Family participation has increased; predominately because the weather was favorable for all four nights of Haunted Trail.
- * Although a few of the youth sports saw a slight decline, the majority of the decline is due to the elimination of youth programming as part of the re-organization plan
- * The number of bus trips offered was reduced, due to the reorganization plan.
- * The decline in the number of Volunteers/Sponsors is attributed to the decline in youth sports.



This chart indicates where participants reside/pay property taxes. For the 2010-2011 fiscal year, City of Marshall Taxpayers contributed .9393 mil toward Recreation Department program operations. Therefore, the City Taxpayer receives a discounted use fee rate for most programs. Non-residents or "all others" are charged a higher fee for program participation. All participations are counted but not all are categorized as resident or non-resident; these exceptions are special events, meal site participants and our volunteer/sponsor counts.

PROGRAM VOLUNTEERS & SPONSORS

The Marshall Recreation Department is fortunate to have a strong "quality of life" commitment from the community. Local and area businesses demonstrate this commitment through program sponsorship(s).

As always, our appreciation goes to all of you for helping to enhance the lives of Recreation Department participants ~ young and old. Throughout the 2010-2011 fiscal year, we are proud to announce that volunteers and sponsors numbered ~

| | |
|---|-----|
| * Program and Coaching Volunteers | 340 |
| * Adult Sports and Youth Program Sponsors | 292 |

Though not named individually, the staff is truly grateful for the commitment of our volunteers and sponsors; as our youth sports programs, in particular, would not be possible without their assistance.

PROGRAM HIGHLIGHTS

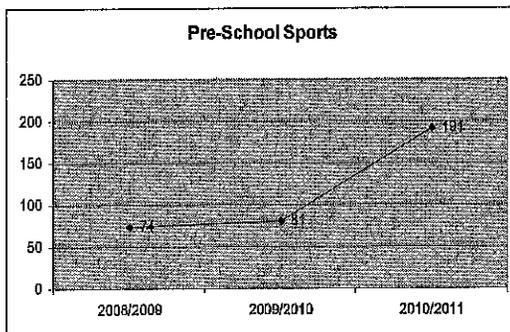
Athletic Field

2010/2011 fiscal year saw the completion of a series of improvements and renovations that began in 2007 at the athletic field complex. Regular sports participation has continued to remain fairly constant. However, the number of field/volleyball court rentals has increased.

Rentals for softball / baseball events included; Kalamazoo BPA, Oaklawn and Fraley and several other local tournaments, field practices and sand volleyball tournaments.

| Fiscal Year | Jr Baseball Softball T-Ball | Adult SB | Adult VB | Tournaments Rentals* | Fiscal Year Total |
|-------------|-----------------------------|----------|----------|----------------------|-------------------|
| 2008-2009 | 444 | 942 | 275 | 1016 | 2677 |
| 2009-2010 | 453 | 892 | 308 | 2332 | 3985 |
| 2010-2011 | 395 | 1015 | 301 | 2556 | 4267 |

*Tournaments/Rentals participation estimated.



Pre-School Sports

With the popularity of Lil' Sluggers and Lil' Kickers, a new Lil' Hoopsters program was offered in the winter and Lil' Mytes Tennis in early summer. These pre-school aged activities focus more on "fun"amentals and skills rather than competitive games.

These programs are quickly becoming the foundation for future participation in other programs.

Mother Son Activity Night (formerly Mother Son Date Night)

For the 2010-2011 fiscal year, the program was modified and relocated to the Marshall Middle School cafeteria and gym. The change allowed not only dancing, but a combination of dancing and friendly competition between mom and son with activities; like a basketball shoot, box hockey, and an obstacle course. Also offered: color your own bandana.

According to the survey information gathered, overall the changes made were a great success. Those responding made valuable suggestions for improvements for the 2012 Mother-Son Activity Night. The survey also revealed that 86.7% of those responding to the survey spent anywhere from \$10 to over \$30 in our community for dinner, flowers, clothes, etc. prior to the event.

Summer "Fun" Playground

The 2011 program was met with great success on multiple levels. In the area of participation we saw a tremendous spike over the 2010 program. Average weekly attendance in 2010 was 89 and 137 in 2011. It is difficult to pinpoint the increase to any one factor as multiple aspects of the program were modified. Several areas believed to have played a role include:

- Economic environment - more families are staying close to home and taking advantage of local programming.
- Program was moved to Walters Elementary School.
- Concentrated effort to offer field trips closer to home, which equals lower cost.
- Small group of international students attended several weeks.
- Cadet Counselor program implemented which also required weekly registration.

The Cadet Counselor program was a true highlight of this year's program. This program was developed to further enhance the opportunities of our older special needs students who continue to benefit from the Playground program and to develop new opportunities for 7th & 8th grade students. The cadet counselor program provided an environment where students gained valuable experience in leadership, mentoring and other life skills.

DEPARTMENT OPERATIONS

Financial Information

At the May 3, 2010 Council meeting, a .1228 addition to the Recreation Fund Millage rate was approved, taking the maximum allowable millage to 0.9393 (Headlee capped) By raising the current millage rate to the maximum allowable, approximately \$18,000 of additional revenue would be generated to offset some of projected losses and to help maintain existing programs valued by our community. The increase began in the 2010-2011 fiscal year.

Revenues & Expenses for the 2010-2011 Fiscal Year (not audited)

| | <i>2010-2011 Budget Request</i> | <i>2010-2011 Amended Budget</i> | <i>Actual Budget</i> |
|--------------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| Revenue | \$403,130 | \$397,015 | \$412,964 |
| Expenses | <u>\$441,031</u> | <u>\$397,015</u> | <u>\$392,863</u> |
| Use of Fund Balance | \$ 37,901 | \$ 0 | \$ 0 |
| Net Change in Recreation Fund | | | +\$10,101* |

*G/L Report dated 8/30/11

| | | |
|---------------------|---------------|-----------|
| Fund Balance | July 01, 2010 | \$179,739 |
| Actual Fund Balance | June 30, 2011 | \$193,683 |

RecPro

RecPro is the software package the Department uses for processing registrations, both in-house and on-line. One of the greatest assets of RecPro is it provides easier and more options for our customers with program registration and to access current information. It is a 'user friendly' system allowing customers to easily register on-line and/or over the phone.

Debit/credit card payment has been well accepted for payment of registration fees. For fiscal year 2010-2011, 49% of fees were paid using the customers' Visa or MasterCard, an approximate 5% increase over 2009-2011 usage.

For staff, RecPro has provided for easier financial reporting, participation information, team development, team rosters, mailers and program reporting.

Youth Scholarship Program

In an effort to encourage and enable all youth to participate in Department programs, the development of a Scholarship Program became essential. For fiscal year 2010-2011 the assistance provided by the Youth Scholarship Program allowed **94 youth to participate in 171 programs for a total of \$3,152**. Programs in which youth chose to participate included Jr Baseball/Softball/T-Ball, Summer Fun Playground, Floor Hockey, Tennis Lessons, Soccer Camp, Daddy-Daughter Date Night, Youth Basketball, After-School programs, Day Camps, Pre-School programs, Tennis, and Girls Volleyball. The number of scholarships awarded this fiscal year increased; more than likely due to the economic climate.

From time to time, the Youth Scholarship Program receives donations from individuals in the community and local community foundations. We thank them all for their generosity. It is the Department's goal to continue to offer the Youth Scholarship Program. Staff views the Program as a vital tool to encourage program participation for **all** youth in our community.

Grants

In April 2010, the Department submitted a grant request to Community Foundation Alliance of Calhoun County requesting dollars for additional staffing and equipment for gap programming. Notice was received the end of May 2010 that the grant request was approved for an amount of \$5,000 to be used during the period of September 1, 2010 through August 31, 2011.

The grant dollars assisted in funding staff for special needs and/or the general population at Summer 'Fun' Playground, border patrol for Floor Hockey and youth scholarship funding for Floor Hockey and Summer 'Fun' Playground.

In May, 2010 the Department submitted a request for funding capital improvements at the Athletic Field facility and in June received notification from the Foundation granting our request. The project included the continuation of facility renovations to encourage program growth, to make the facility safer and continued efforts in making the facility a Marshall 'showcase'.

The project included re-crowning all field surfaces, bleacher/press box removal, expansion of diamond 4 infield, permanent fencing on diamonds 3 and 4, accessibility pathways to all 4 diamonds, irrigation on diamonds 3 and 4, safe top fence guard, access gates, gate replacement at the Hanover St. entrance for emergency vehicles use only, and removal of the old drinking fountains with installation of a new fountain on diamond 3 and at the concession stand building. An add-on project was approved for funding a sand volleyball pavilion erected by the courts. At project completion, the Cronin Foundation's support totaled \$83,150.81.

COOPERATIVE EFFORTS

Several of the Department's programs were made possible through cooperative efforts. Without these efforts, the Department would not be able to offer as many programming opportunities.

Marshall Civic Players

- * Dress Rehearsals Older Adults
- * Props: Haunted Trail

Marshall Lanes

- * Various youth programs

The Shell Stop

- * Haunted Trail

Keystone Unlimited in conjunction with several City of Marshall Departments

- * Haunted Trail

Bogar Theatre

- * Summer "Fun" Playground

United States Tennis Association (USTA)

- * Tennis Lessons

Marshall Soccer Club

- * Program facilities

Hungry Howie's Pizza

- * Special event donations

Marshall Public Schools

- * Program facilities
- * Program transportation

Crystal Farms

- * Horse Camp

Jon Morris Volleyball Camp

- * Summer "Fun" Playground

Marshall Area Community Services

- * Summer "Fun" Playground

Michigan Recreation & Park Association (MRPA)

- * Mackinac Island Get-Together for Older Adults

Marshall Country Club

- * Youth Golf Camp

Marshall Advisor & Chronicle

- * Program Press Releases & Articles

Battle Creek Enquirer

- * Program Press Releases & Articles

Marshall Country Club

- * Youth Golf Camp

Michigan Elite Lacrosse

- * Youth Lacrosse

Franke Center for the Arts

- * Older Adults Theatre experience

Justice Concessions

- * Athletic Field Concession Stand
- * Summer "Fun" Playground

Marshall Chamber of Commerce

- * Community Calendar

Susan Collins, Author/Historian

- * Oakridge Cemetery Tour
- * Downtown Historical District Tour

Mel's Allsport

- * Summer 'Fun' Playground Shirts
- * Haunted Trail Shirts

Midway Roller Rink

- * Summer 'Fun' Playground

Sugar Shack

- * Youth Programs

Darling's Ace Hardware

- * Haunted Trail

LifeSpan

- * Haunted Trail

Oerther's

- * Haunted Trail

March 30, 2011 was Community Service Day at Olivet College. On this day approximately 30 students assisted Department staff at the Athletic Field Facility. The main focus of the day was the installation of the Saf-Top fence guard on all four diamonds. This was a huge project that took approximately 60 man hours to complete. The cooperative efforts of these students saved the Department time and money.

QUALITY OF LIFE

There are many positive impacts that parks and recreation can have on the physical, mental and social health of individuals and their communities. @ 2005 by California State Parks. All rights reserved. Printed in Sacramento, California, March 2005.

Health Benefits: Studies have demonstrated how physical activity helps to control obesity, boost the immune system, diminish the risk of disease and increase life expectancy.

- * Obesity
- * Diabetes
- * Bone Density
- * Immune System

Mental Health Benefits: Like improvements to our physical well-being, many studies show that participation in recreational activities is an important contributor to mental health and quality of life.

- * Reducing Depression
- * Relieving Stress
- * Improving Self-Esteem
- * Personal Growth

Social Benefits: Recreation opportunities can have positive impacts on our society. Park and recreation opportunities are essential for strengthening and maintaining a healthy community. Recreation brings neighbors together, encourages safer, cleaner neighborhoods and creates a livelier community atmosphere. Parks and recreational facilities also help improve a community's image, socio-economic status and enhance the area's desirability. When people move they seek a desirable community.

- * Volunteerism
- * Unite Families
- * Youth Development

Economic Benefits: Numerous studies have highlighted the economic benefit of recreation and park departments that accrues to communities.

- * Real Estate Values
- * Health
- * Revenue Generator (the economic potential on Marshall's local economy)

Department Goals for 2011-2012

LOOKING FORWARD 2011-2012

For the 2011-2012 fiscal year Department staff has identified the following goals.

- Complete updates to Operations Manual.
- Investigate funding for Cadet Counselor Supervisor Position for 2012 Playground.
- Formation of a Softball Advisory Committee.
- Begin process of Athletic Field mapping.
- Create an Athletic Field projects history document.
- Continue to organize electronic files.
- Survey Floor Hockey & Playground participants.
- Explore additional opportunities for Baseball Clinics.

PROGRAMS OFFERED TO DATE

Summer "Fun" Playground: Weeks 4-8
Nature Detectives
Summer Sand Adult Volleyball
July Tennis Lessons
2011 Summer Coed Softball
Downtown Historic Heritage Walking Tour
Oakridge Cemetery Walking Tour
Men's Fall Softball
Coed Fall Softball
Fall Adult Volleyball
Lil' Kickers Soccer Camp
Go Fish!
Lacrosse Camp
Fall Tae Kwon Do
Mackinac Island Get-Together
3-on-3 Basketball

UP-COMING LATE FALL & WINTER PROGRAMS

Floor Hockey
Lock-In
Talk to Santa
School's Out Holiday Day Camps
Girl's Volleyball Clinics
Boys / Girls Basketball Clinics & Leagues
101 & 202 Basketball
Adult 5-on-5 Basketball
Winter Adult Volleyball
Extreme Dodgeball
Winter Playground Day Camp
Lil' Hoopsters Basketball
Daddy-Daughter Date Night
Mom-Son Activity Night

SUMMARY

The Recreation Department staff has been faced with one of the biggest challenges in recent history ~ how to keep program fees low and balance the budget in these economically hard times. The Recreation Department staff truly operates as a team and with the increase in the dedicated recreation mil to its maximum allowable (.9393) and with all team members stepping up-to-the-plate and providing valuable feedback a plan for re-organization has been established. The staff has a firm commitment in the belief that recreation is a vital component to a balanced lifestyle and to its customers (participants/volunteers) it is a vital human service. It is this philosophy that will see the Recreation Department through into the future.



ADMINISTRATIVE REPORT
September 19, 2011 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

FROM: Tom Tarkiewicz, City Manager
Mike Hindenach, Manager, Marshall Economic Development

SUBJECT: Tenneco Marshall, 820-904 Industrial Road, Marshall, MI
Industrial Facility Exemption Certificate Application

BACKGROUND: At the last Council meeting, a public hearing was established on a request from Tenneco Marshall for a 12 year Industrial Facilities Tax Exemption Certificate. The requested abatement is to consider \$6,603,110.69. in personal property and would create 135 jobs.

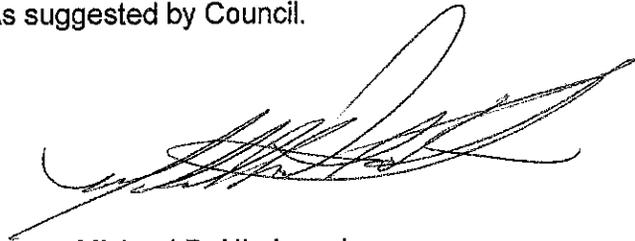
RECOMMENDATION: After hearing comments at the public hearing, it is recommended that the Council approve the Industrial Facilities Tax Exemption Certificate for Tenneco Marshall.

FISCAL EFFECTS: The anticipated tax revenue savings over the life of the certificate is approximately \$446,000 for Tenneco Marshall, while the City of Marshall will forego approximately \$173,000.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,


Tom Tarkiewicz
City Manager


Michael D. Hindenach
Manager, Marshall Economic Development

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

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 196 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

| To be completed by Clerk of Local Government Unit | |
|---|--|
| Signature of Clerk <i>Sandra Bird</i> | Date received by Local Unit 8-15-11 |
| STC Use Only | |
| Application Number | Date Received by STC |

APPLICANT INFORMATION

All boxes must be completed.

| | |
|--|--|
| 1a. Company Name (Applicant must be the occupant/operator of the facility) Tenneco | 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3710 |
| 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 820 - 904 Industrial Road, Marshall, MI 49068 | 1d. City/Township/Village (Indicate which) City of Marshall |
| 1e. County Calhoun | 1f. School District where facility is located Marshall Public Schools |
| 1g. School Code 13110 | 1h. Amount of years requested for exemption (1-12 Years) 12 |
| 2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Transfer (1 copy only) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(1)) <input type="checkbox"/> Research and Development (Sec. 2(9)) | |

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

New equipment to support 2012 C344, 2013 TIVCT, and Large Diameter Tubemill (LDTM) production.

| | |
|---|--|
| 6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun. | \$0.00 Real Property Costs |
| 6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total | \$6,603,110.69 Personal Property Costs |
| 6c. Total Project Costs * Round Costs to Nearest Dollar | \$6,603,110.69 Total of Real & Personal Costs |

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

| | Begin Date (M/D/Y) | End Date (M/D/Y) | Owned | Leased |
|--------------------------------|--------------------|------------------|-------------------------------------|--------------------------|
| Real Property Improvements | | | <input type="checkbox"/> | <input type="checkbox"/> |
| Personal Property Improvements | 9/1/11 | 12/31/11 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. Yes No

| | |
|--|--|
| 9. No. of existing jobs at this facility that will be retained as a result of this project. 0 | 10. No. of new jobs at this facility expected to create within 2 years of completion. 135 |
|--|--|

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

| | |
|--|-------|
| a. TV of Real Property (excluding land) | _____ |
| b. TV of Personal Property (excluding inventory) | _____ |
| c. Total TV | _____ |

12a. Check the type of District the facility is located in:
 Industrial Development District Plant Rehabilitation District

| | |
|--|---|
| 12b. Date district was established by local government unit (contact local unit) 4/16/84, 8/25/81, 7/7/96 | 12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
|--|---|

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the Industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

| | | | |
|---|--|--|---|
| 13a. Preparer Name Brian Moon | 13b. Telephone Number (269) 789-7255 | 13c. Fax Number (269) 789-2647 | 13d. E-mail Address bmoon@tenneco.com |
| 14a. Name of Contact Person Brian Moon | 14b. Telephone Number (269) 789-7255 | 14c. Fax Number (269) 789-2647 | 14d. E-mail Address bmoon@tenneco.com |
| ▶ 16a. Name of Company Officer (No Authorized Agents) Randy Rial, Plant Manager | | | |
| 15b. Signature of Company Officer (No Authorized Agents)  | | 15c. Fax Number (269) 789-2647 | 15d. Date Aug. 15, 2011 |
| ▶ 15e. Mailing Address (Street, City, State, ZIP Code) 904 Industrial Road, Marshall, MI 49068 | | 15f. Telephone Number (269) 781-1362 | 15g. E-mail Address rial@tenneco.com |

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

| | |
|--|---|
| ▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying) | 16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable) |
| 16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability. | |
| 16c. LUCI Code | 16d. School Code 13110 |
| 17. Name of Local Government Body City of Marshall | ▶ 18. Date of Resolution Approving/Denying this Application |

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

| | | |
|--|--|--|
| 19a. Signature of Clerk | 19b. Name of Clerk Sandra Bird | 19c. E-mail Address sbird@cityofmarshall.com |
| 19d. Clerk's Mailing Address (Street, City, State, ZIP Code) 323 W Michigan Ave, Marshall MI 49068 | | |
| 19e. Telephone Number (269) 781-5183 | 19f. Fax Number (269) 781-3835 | |

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, MI 48909-7971**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

| STC USE ONLY | | | | |
|--------------|-------------------|-----------------------|-----------------|---------------------|
| ▶ LUCI Code | ▶ Begin Date Real | ▶ Begin Date Personal | ▶ End Date Real | ▶ End Date Personal |

RESOLUTION TO APPROVE APPLICATION OF
TENNECO MARSHALL
820-904 INDUSTRIAL ROAD
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FOR PERSONAL
PROPERTY COSTS

WHEREAS, pursuant to P.A. 198 of 1974, MCL 211.551 et seq., after a duly noticed public hearing held on April 16, 1984 the Council by Resolution established Industrial Development District No. 12, August 25, 1981 established Industrial Development District No. D-9, and July 17, 1996 established Industrial Development District No. D-25 as requested; and

WHEREAS, Tenneco Marshall has filed an application for an Industrial Facilities Exemption Certificate with respect to personal property improvements and the acquisition and installation of new machinery and equipment within Industrial Development District 12, 9, 25; and

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

WHEREAS, before acting on said application, the City of Marshall held a hearing on September 19th, 2011 in the Council Chambers of Town Hall, located at 323 West Michigan Avenue, Marshall, Michigan, at 7:00 p.m. at which hearing the applicant, public, Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, the facility upgrades, did not begin earlier than six (6) months before August 15, 2011, the date of acceptance of the application for the Industrial Facilities Exemption Certificate; and

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

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

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

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

1. The City Council find and determine that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974, shall not have the effect of substantially impeding the operation of the City of Marshall, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Marshall.
2. The application of Tenneco Marshall, for an Industrial Facilities Exemption Certificate, with respect to real and personal property improvements described as purchase and install new production equipment to be acquired and installed within the Industrial Development District No. 12, 9, 25 is hereby approved.
3. That and IFEC Letter of Agreement, attached, be signed and submitted by Tenneco Marshall to the City of Marshall.
4. The Industrial Facilities Exemption Certificate, when issued, shall be and remain in force and effect for a period of twelve (12) years under the rules and regulations of Act 198 of Public Acts of 1974, as amended, for the new equipment from the date of approval by the State Tax Commission.

AYES:

NAYS:

Sandra Bird, Clerk-Treasurer

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Marshall, County of Calhoun, Michigan at a regular meeting held on September 19th, 2011.

Sandra Bird, Clerk-Treasurer



ADMINISTRATIVE REPORT
September 19, 2011 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

FROM: Tom Tarkiewicz, City Manager
Mike Hindenach, Manager, Marshall Economic Development

SUBJECT: Michigan Kitchen Distributors
106 E. Oliver Street, IDD#23
Industrial Facility Exemption Certificate Application

BACKGROUND: At the last Council meeting, a public hearing was established on a request from Michigan Kitchen Distributors for a 12 year Industrial Facilities Tax Exemption Certificate. Michigan Kitchen Distributors (MKD) is located in the Local Development Finance Authority (LDFA) district. The requested abatement is to consider \$323,800.00 in personal property and would create five jobs.

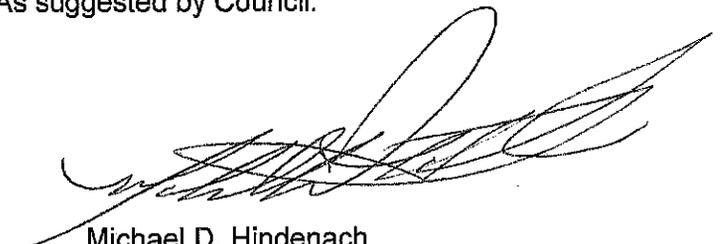
RECOMMENDATION: After hearing comments at the public hearing, it is recommended that the Council approve the Industrial Facilities Tax Exemption Certificate for Michigan Kitchen Distributors.

FISCAL EFFECTS: The anticipated tax revenue savings over the life of the certificate is approximately \$21,800 for Michigan Kitchen Distributors, while the LDFA will forego approximately \$8,473.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,


Tom Tarkiewicz
City Manager


Michael D. Hindenach
Manager, Marshall Economic Development

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

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

| To be completed by Clerk of Local Government Unit | |
|---|---|
| Signature of Clerk <i>Sandra Birk</i> | Date received by Local Unit <i>8-25-11</i> |
| STC Use Only | |
| Application Number | Date Received by STC |

APPLICANT INFORMATION

All boxes must be completed.

| | | | |
|--|--|---|-----------------------------------|
| ▶ 1a. Company Name (Applicant must be the occupant/operator of the facility) Michigan Kitchen Distributors | | ▶ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 571236 | |
| ▶ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 106 E. Oliver Street, Marshall, MI 49068 | | ▶ 1d. City/Township/Village (Indicate which) City of Marshall | ▶ 1e. County Calhoun |
| ▶ 2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Transfer (1 copy only) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(1)) <input type="checkbox"/> Research and Development (Sec. 2(9)) | | ▶ 3a. School District where facility is located Marshall Public Schools | ▶ 3b. School Code 13110 |
| | | ▶ 4. Amount of years requested for exemption (1-12 Years) 12 | |

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

Purchase and install new equipment to support growth of the company

| | |
|--|---|
| 6a. Cost of land and building improvements (excluding cost of land)..... * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun. | ▶ <u>\$0.00</u> Real Property Costs |
| 6b. Cost of machinery, equipment, furniture and fixtures..... * Attach itemized listing with month, day and year of beginning of installation, plus total | ▶ <u>\$323,800.00</u> Personal Property Costs |
| 6c. Total Project Costs..... * Round Costs to Nearest Dollar | ▶ <u>\$323,800.00</u> Total of Real & Personal Costs |

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

| | | | |
|----------------------------------|--------------------|------------------|--|
| | Begin Date (M/D/Y) | End Date (M/D/Y) | |
| Real Property Improvements ▶ | _____ | _____ | ▶ <input type="checkbox"/> Owned <input type="checkbox"/> Leased |
| Personal Property Improvements ▶ | _____ | _____ | ▶ <input type="checkbox"/> Owned <input type="checkbox"/> Leased |

▶ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. Yes No

| | |
|---|---|
| ▶ 9. No. of existing jobs at this facility that will be retained as a result of this project. <i>0</i> | ▶ 10. No. of new jobs at this facility expected to create within 2 years of completion. <i>5</i> |
|---|---|

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

| | |
|--|--|
| a. TV of Real Property (excluding land) | |
| b. TV of Personal Property (excluding inventory) | |
| c. Total TV | |

▶ 12a. Check the type of District the facility is located in:
 Industrial Development District Plant Rehabilitation District

| | |
|---|---|
| ▶ 12b. Date district was established by local government unit (contact local unit) 8/4/92 | ▶ 12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
|---|---|

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

| | | | |
|---|--|--|--|
| 13a. Preparer Name Jack W. Townsend | 13b. Telephone Number (269) 558-0020 | 13c. Fax Number (269) 781-5384 | 13d. E-mail Address jwtown6102@aol.com |
| 14a. Name of Contact Person Jack W. Townsend | 14b. Telephone Number (269) 558-0020 | 14c. Fax Number (269) 781-5384 | 14d. E-mail Address jwtown6102@aol.com |
| ▶ 15a. Name of Company Officer (No Authorized Agents) Jack W. townsend | | | |
| 15b. Signature of Company Officer (No Authorized Agents) <i>Jack W. Townsend</i> | | 15c. Fax Number (269) 781-5384 | 15d. Date 8/25/11 |
| ▶ 15e. Mailing Address (Street, City, State, ZIP Code) 106 East Oliver Street, Marshall, MI 49068 | | 16f. Telephone Number (269) 558-0020 | 15g. E-mail Address jwtown6102@aol.com |

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

| | |
|--|---|
| ▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying) | 16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable) |
| 16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability. | |
| 16c. LUCI Code | 16d. School Code |
| 17. Name of Local Government Body | ▶ 18. Date of Resolution Approving/Denying this Application |

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

| | | |
|--|--|--|
| 19a. Signature of Clerk | 19b. Name of Clerk Sandra Bird | 19c. E-mail Address sbird@cityofmarshall.com |
| 18d. Clerk's Mailing Address (Street, City, State, ZIP Code) 323 W Michigan Ave., Marshall, MI 49068 | | |
| 19e. Telephone Number (269) 781-5183 | 19f. Fax Number (269) 781-3835 | |

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

**State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, MI 48909-7971**

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

| STC USE ONLY | | | | |
|--------------|-------------------|-----------------------|-----------------|---------------------|
| ▶ LUCI Code | ▶ Begin Date Real | ▶ Begin Date Personal | ▶ End Date Real | ▶ End Date Personal |

RESOLUTION TO APPROVE APPLICATION OF
MICHIGAN KITCHEN DISTRIBUTORS
106 E OLIVER STREET
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FOR PERSONAL
PROPERTY COSTS

WHEREAS, pursuant to P.A. 198 of 1974, MCL 211.551 et seq., after a duly noticed public hearing held on August 4, 1992 the Council by Resolution established Industrial Development District No. 23 as requested; and

WHEREAS, Michigan Kitchen Distributors has filed an application for an Industrial Facilities Exemption Certificate with respect to personal property improvements and the acquisition and installation of new machinery and equipment within Industrial Development District 23; and

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

WHEREAS, before acting on said application, the City of Marshall held a hearing on September 19th, 2011 in the Council Chambers of Town Hall, located at 323 West Michigan Avenue, Marshall, Michigan, at 7:00 p.m. at which hearing the applicant, public, Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, the facility upgrades, did not begin earlier than six (6) months before August 25, 2011, the date of acceptance of the application for the Industrial Facilities Exemption Certificate; and

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

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

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

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

1. The City Council find and determine that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974, shall not have the effect of substantially impeding the operation of the City of Marshall, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Marshall.
2. The application of Michigan Kitchen Distributors, for an Industrial Facilities Exemption Certificate, with respect to real and personal property improvements described as purchase and install new production equipment to be acquired and installed within the Industrial Development District No. 23 is hereby approved.
3. That the IFTEC Letter of Agreement and the Affidavit of Fees, attached, be signed and submitted by Michigan Kitchen Distributors to the City of Marshall.
4. The Industrial Facilities Exemption Certificate, when issued, shall be and remain in force and effect for a period of twelve (12) years under the rules and regulations of Act 198 of Public Acts of 1974, as amended, for the new equipment from the date of approval by the State Tax Commission.

AYES:

NAYS:

Sandra Bird, Clerk-Treasurer

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Marshall, County of Calhoun, Michigan at a regular meeting held on September 19th, 2011.

Sandra Bird, Clerk-Treasurer



ADMINISTRATIVE REPORT
September 6, 2011 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

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

SUBJECT: Proposed Ordinance 73.19 for Overnight Parking Permits
Allowed Under Certain Circumstances

BACKGROUND: The City of Marshall currently has an ordinance which prohibits any parking on any roadway within the City of Marshall between 2:00am - 6:00am. There are several residential owners that have contacted the City of Marshall requesting direction on an appeal process to allow parking on the roadway during these times. Reasons for appeal would be because of parking restriction and liabilities on their property.

To allow on street parking during prohibited times would need guidelines and rules to be effective. The property owner would need to provide proof of need to allow parking on the roadway. This would include no approved parking area acceptable to current codes and restrictions, limited parking ability due to limited lot size and possibly medical or life quality needs.

What this ordinance would not allow is parking on the roadway for convenience. The City Attorney reviewed the tape of the last meeting, 08/15/2011, and took into consideration of all suggestions raised by City Council reference this ordinance. There were no comments made from the public at this meeting. As a result the attached ordinance was drafted for approval.

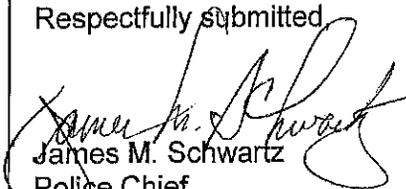
The fees shall be consistent with those charged for parking permits in city owned parking lots. Currently they are \$5.00 per year. By applying and filling out the application, this will allow city staff to notify the vehicle owner(s) to remove their vehicle(s) in cases of emergency or scheduled roadway work.

RECOMMENDATION: As the Police Chief and Traffic Engineer for the City of Marshall, it is the recommendation that the Council approve the ordinance as presented.

FISCAL EFFECTS: The fees will be placed in the general fund.

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

An Ordinance to Amend City of Marshall Code, Chapter 73: Parking Regulations

The City of Marshall Ordains:

1. That Section 73.19 is hereby amended to read as follows:

§73.19 PARKING LIMITED BETWEEN 2:00 A.M. AND 6:00 A.M.

- (A) Except as provided in this section, It shall be unlawful for any person to park, allow to be parked or allow to remain parked, any motor vehicle on any paved surface of any public street of the city between the hours of 2:00 a.m. and 6:00 a.m.
- (B) The Traffic Engineer shall erect signs giving notice of the on-street parking prohibition contained in division (A).
- (C) Specific blocks of specific streets may be permitted as exceptions to the foregoing general provisions in division (A), when so designated by the Traffic Engineer with the consent of the City Council.
- (D) Parking on any public street in the City between the hours of 2:00 a.m. and 6:00 a.m. may be permitted for a period of up to three (3) days upon notification to, and approval of, the Marshall Police Department.
- (E) Parking between 2:00 a.m. and 6:00 a.m. may be permitted under the following circumstances:
 - (i) Two permits for parking on the street shall be issued if the Traffic Engineer finds that no vehicles may be legally parked on a lot of record, as defined by §156.003, and that the specific characteristics of the lot of record, including size, shape and placement of structures prevent any area from being reasonably adapted for the legal parking of vehicles.
 - (ii) One permit for parking on the street shall be issued if the Traffic Engineer finds that no more than one vehicle may be legally parked on a lot of record, as defined by §156.003, and that the specific characteristics of the lot of record, including size, shape and placement of structures prevent any area from being reasonably adapted for the legal parking of additional vehicles.
 - (iii) When issued, a permit for parking on the street shall be valid for a period of time not to exceed one year. Parking permits issued under this subsection shall be issued to the registered owner of a vehicle. Permits shall not be transferrable. Each permit shall be affixed to the front windshield of the vehicle in a location readily visible. There will

be an annual fee in the amount established by resolution for each permit issued. All permits will expire each December 31, and must be renewed prior to such date.

- (iv) Permit holders parking on any public street between the hours of 2:00 a.m. and 6:00 a.m. shall park the permitted vehicle on that area of a public street within the lot lines of the lot of record for which the permit has been issued and on the same side of the street as the lot of record unless on-street parking is permitted only on the opposite side of the street.
- (v) Applications for temporary permits for periods of up to 90 days may be granted for construction, medical services, or other needs, based upon a finding of the Traffic Engineer that a hardship has been sufficiently demonstrated.
- (F) Vehicles parked in violation of division (A) shall be subject to immediate impoundment, in addition to being ticketed, if, in the opinion of the Traffic Engineer or his or her designee, the vehicle or vehicles are interfering or will interfere with the performance of necessary street maintenance service, including, but not limited to, street cleaning or snow plowing operations.
- (G) Vehicle owners holding a permit issued pursuant to division (E) must, upon notice, immediately remove the vehicle from a public street if, in the opinion of the Traffic Engineer or his or her designee, the vehicle is interfering or will interfere with the performance of necessary street maintenance service, including, but not limited to, street cleaning or snow plowing operations. Vehicles not removed as required in this section shall be subject to immediate impoundment.
- (H) The Traffic Engineer is authorized, with the consent of City Council by motion, to establish procedures for the issuance of permits for parking overnight on municipal streets.

2. That Section 73.48 SCHEDULE OF FINES PAYABLE TO PARKING VIOLATIONS BUREAU, is hereby amended to add the following:

| | Paid in Seven days or less | Paid after Seven days | Paid after 30 days |
|--|-------------------------------|--------------------------|-----------------------|
| Overnight parking Without a valid permit: | \$10.00 | \$20.00 | \$50.00 |

3. 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.

4. This Ordinance is declared to be effective immediately upon publication.

Adopted and signed this ____ day of _____, 2011.

James 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 August 15, 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
September 19, 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: Wastewater Project Design Engineering - Award
Resolution Authorizing the S2 Grant Agreement

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.

Included in the original contract with Stantec Consulting Inc. was the requirement of assisting staff with submitting for a grant called S2 which would cover 90% of the project planning and design cost. As a requirement of the application, the City of Marshall must submit an executed contract between the City of Marshall and any vendor in which the cost of service is over \$50,000.

Stantec Consulting Inc. has submitted a proposal with a cost of \$149,000 for the design work necessary to continue through the SRF program. Normally, staff would solicit proposals for this size of a project but in order to better position the project for the S2's "first come, first serve" format, staff is recommending that the project design be awarded to Stantec Consulting Inc. Chapter 32.07 (B) allows city council to enter into a contract of this type without competitive bidding or quotes.

In order to reduce the risk of project expenses staff is also recommending that the award to Stantec Consulting Inc. be made contingent on the award of the S2 grant. This process has been done in the past between other municipals and Stantec Consulting Inc. and will meet all the requirements of the grant application.

RECOMMENDATION: It is recommended that the City Council approve the resolution to accept the proposal from Stantec Consulting Inc. for the 2012 wastewater improvements design for the not to exceed cost of \$149,000 which will be contingent on

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

being awarded the S2 grant. It is also recommended that City Council approve the resolution authorizing the S2 grant agreement.

FISCAL EFFECTS: To increase the funding and amend the Wastewater Fund Capital Outlay expenditure budget line item 590-900-970.00 by \$14,900 for the design costs. The source of funding will be the use of prior year fund balance reserves. These costs could be reimbursed from the bond proceeds for the improvement to the wastewater collection and treatment facilities.

ALTERNATIVES: As suggested by the Council.

Respectfully submitted,



Alec Egnatuk
Wastewater Superintendent



Carl Fedders
Director of Public Services



Tom Tarkiewicz
City Manager

CITY OF MARSHALL, MICHIGAN
RESOLUTION #2011-_____

A RESOLUTION AUTHORIZING EXECUTION OF THE CONTRACT WITH STANTEC CONSULTING INC. FOR THE WASTEWATER TREATMENT AND COLLECTION SYSTEMS IMPROVEMENTS

WHEREAS, the City of Marshall recognizes the need to make improvements to its existing wastewater treatment and collection systems.

WHEREAS, the City of Marshall authorized Stantec Consulting Michigan, Inc. (Stantec) to prepare a Project Plan, which recommends a single phased project including improvements to the Wastewater Treatment Plant and multiple Pump Stations.

WHEREAS, the City of Marshall will submit an application to receive the S2 grant.

WHEREAS, said grant will cover 90% of the project planning and design cost and the City of Marshall will be responsible for the remaining 10%.

WHEREAS, Stantec has submitted a contract for the design services for said project with a not to exceed amount of \$149,000 and execution of said contract will be contingent on the receipt of the said grant.

WHEREAS, Stantec has submitted a contract for the design services for said project with a not to exceed amount of \$149,000 and execution of said contract will be contingent on the receipt of the said grant.

WHEREAS, Chapter 32.07 (B) of the Code of Ordinances allows city council to enter into a contract for the employment of engineering services without a competitive bidding process.

NOW THEREFORE BE IT RESOLVED, that the City of Marshall authorizes the execution of said contract.

Yeas:

Nays:

I certify that the above Resolution was adopted by the City of Marshall Council on September 19, 2011.

BY: Sandra Bird, City Clerk
Name and Title

Signature

Date



Stantec Consulting Michigan Inc.
3959 Research Park Drive
Ann Arbor MI 48108-2216
Tel: (734) 761-1010
Fax: (734) 761-1200

Stantec

September 12, 2011
File: 207580010

City of Marshall
323 W. Michigan Avenue
Marshall, Michigan 49068

Attention: Mr. Carl Fedders, PE, Director of Public Services

Dear Mr. Fedders:

**Reference: Proposal for Professional Engineering Services
Design of Wastewater Treatment Plant (WWTP) and Collection System Improvements**

Stantec Consulting Michigan, Inc. (Stantec) is pleased to submit this proposal to provide Professional Engineering Services for the detailed design and preparation of Contract Documents for the Wastewater Treatment Plant (WWTP) Collection System Improvements.

BACKGROUND

In June 2011, Stantec prepared a State Revolving Fund Project Plan (SRF Project No. 5490-01) for the City of Marshall. This Project Plan described the recommended improvements to the WWTP and collection system to address a variety of challenges facing the City's infrastructure.

In brief summary, the following recommendations were submitted to MDEQ:

SRF PROJECT PLAN RECOMMENDATIONS

1. Wastewater Treatment Plant Improvements

Such improvements are aimed at addressing end of service life components and improving the reliability of the wastewater treatment plant. They include replacement of:

- One primary sludge pump and associated primary sludge piping/valves.
- Cutters for three primary sludge grinders
- Two variable frequency drives for the return activated sludge pumps and associated piping and valves
- Two sludge holding tank mixer drives
- One motor control center
- The existing control system at the WWTP and at the 14 lift stations throughout the City
- 12-inch air line feeding the aeration tanks

Stantec

September 12, 2011

Mr. Carl Fedders, PE, Director of Public Services

Page 2 of 6

**Reference: Proposal for Professional Engineering Services
Design of Wastewater Treatment Plant (WWTP) and Collection System Improvements**

- A trailer mounted bypass pump
- Installation of a backup generator
- Paving of the entrance driveway and installation of an automated gate
- Repair of various damaged paved areas and seal coating

2. High School Pump Station Improvements:

Such improvements are aimed at addressing end of service life components and improving the reliability of this pump station. They include replacement of:

- Abandonment of the existing steel can structure
- Replacement of the existing wetwell
- Installation of submersible pumps and associated piping
- Installation of a backup generator
- Installation of new station control system

OBJECTIVE

It is the intent of this project to perform detailed design and prepare Bid Documents, including drawings and specifications, for the recommendations summarized above and described in the SRF Project Plan.

In addition to detailed design, Stantec proposes to submit plans and specifications to MDEQ for permit approval. Please note that Bidding and Construction Phase Services are not included in this proposal.

SCOPE OF SERVICES

In order to achieve the objectives described above, Stantec proposes to perform the following tasks:

1. Design the replacement of one primary sludge pump and associated primary sludge piping and valves.
 - a. Stantec will design the replacement of the existing piston pump with a new double disk or rotary lobe pump.
 - b. Options and equipment presentations will be provided to the City.
 - c. Hydraulics and horsepower requirements will be evaluated.
 - d. Power requirements will be reviewed and connections will be detailed.

Stantec

September 12, 2011

Mr. Carl Fedders, PE, Director of Public Services

Page 3 of 6

**Reference: Proposal for Professional Engineering Services
Design of Wastewater Treatment Plant (WWTP) and Collection System Improvements**

- e. The piping and valves will be replaced and pipe supports, linings and paint specifications will be provided, in addition to plan and section drawings.
- f. New air lines for flushing will also be detailed.
2. Specify the cutters for three primary sludge grinders.
 - a. Stantec will prepare specifications for the cutter replacement, including repair tools as necessary for future maintenance.
3. Design two Variable Frequency Drives for the RAS pumps, including the replacement of the associated piping and valves.
 - a. Stantec will design the installation of two VFDs for the RAS pumps, including specifying all I/O points for WWTP controls.
 - b. The piping and valves will be replaced and pipe supports, linings and paint specifications will be provided, in addition to plan and section drawings.
4. Design the replacement of two Sludge Holding tank mixers
 - a. Stantec will design and specify the installation of two mixers used for sludge mixing.
 - b. Options and equipment presentations will be provided to the City.
 - c. Power requirements will be reviewed and connections will be detailed.
5. Design the replacement of the Motor Control Center
 - a. Stantec will design the replacement of the existing MCC with two separate MCCs to distribute the electrical load, provide reliability, and minimize operational interruption.
 - b. Stantec will incorporate an automatic switching system to automatically switch between the two MCCs.
 - c. Sequence of demolition and construction will be developed to minimize equipment downtime at the plant which could adversely affect plant operations.
 - d. Drawings will include Plan and Section, One-Line Diagram, conduit and conductor schedules/layout.
 - e. Design will also include the replacement of the existing transformer which has reached the end of its service life. Transformer styles will be reviewed with City staff.
6. Design of a backup generator
 - a. Stantec will design a 500kW backup generator to operate the essential process equipment for plant operations.

Stantec

September 12, 2011

Mr. Carl Fedders, PE, Director of Public Services

Page 4 of 6

**Reference: Proposal for Professional Engineering Services
Design of Wastewater Treatment Plant (WWTP) and Collection System Improvements**

- b. Design will include spill containment for diesel fuel storage and refueling, Level 1 sound attenuation, automatic transfer switches, concrete foundation system and site restoration.
 - c. Drawings will include site plan, details, foundation design, conduit and conductor layout, trench details.
 - d. Manufacturer presentations will be provided to the City as desired.
7. Design of Entrance Driveway and Pavement Repair
- a. Stantec will design a new paved entrance driveway to the plant from Industrial Drive, meeting all City standards for driveway construction.
 - b. Stantec will prepare an easement description for the City's use in negotiating an easement with the property owner.
 - c. Stantec will design a new automated gate entrance to the plant to improve security and access control. The new gate will be design will a card reader access system.
8. Design of pavement repair
- a. Stantec will design the repair of deteriorated pavement throughout the plant.
 - b. Repairs will include saw cutting and subgrade improvements as necessary.
 - c. Specifications will include bituminous mixes and seal coating.
9. Design of 12-inch air line feeding the aeration tanks
- a. Stantec will design the replacement of the existing 12-inch steel air piping from the blowers to the aeration tanks.
 - b. The existing pipe has corroded and is exhibiting signs of leakage.
 - c. Design will include pipe selection, corrosion protection, trench details, pavement restoration and points of connections.
 - d. Sequence of demolition and construction will be developed as maintaining operations will be important.
 - e. The bid documents will require a unit price cost of replacement per lineal foot in the event that the entire line does not require replacement.
10. Specify a new trailer mounted bypass pump
- a. Stantec will work with the City to select and specify a new trailer mounted bypass pump to meet the needs of plant and pump station emergency operation.

Stantec

September 12, 2011

Mr. Carl Fedders, PE, Director of Public Services

Page 5 of 6

**Reference: Proposal for Professional Engineering Services
Design of Wastewater Treatment Plant (WWTP) and Collection System Improvements**

- b. The new bypass pump will assist in providing adequate pumping capacity during emergencies and equipment downtime.
11. Design a new control system at the WWTP
- a. Stantec will design a new SCADA system for the WWTP.
 - b. Design will be based around a common industry platform, including the PLCs and HMI packages.
 - c. Trending, alarming, adjustments and monitoring will be considered.
 - d. Manufacturer presentations will be provided to the City.
 - e. Design workshops will be provided to receive plant staff input.
 - f. P&ID diagrams will be prepared for the entire plant.
12. Design a new control system for the 14 lift stations throughout the City
- a. Stantec will design a new control system for the 14 lift stations.
 - b. Design will be fully compatible with the new plant control system, and will serve to standardize equipment throughout the City.
 - c. Telemetry and communication options will be evaluated and presented.
 - d. Level control options will be evaluated and presented.
 - e. P&ID diagrams will be prepared.
 - f. Site visits and drawings for each site will be required.
13. Design of High School Pump Station improvements
- a. Stantec will design improvements to the High School Pump Station as follows:
 - i. Abandon the existing steel can structure
 - ii. Replace the existing wet well
 - iii. Install submersible pumps and associated piping
 - iv. Install a new backup generator
 - v. Include a bypass pump connection
 - b. Design will include hydraulic evaluation and TDH calculations, connections to existing forcemain, valve vault design, etc.

Stantec

September 12, 2011
Mr. Carl Fedders, PE, Director of Public Services
Page 6 of 6

**Reference: Proposal for Professional Engineering Services
Design of Wastewater Treatment Plant (WWTP) and Collection System Improvements**

- c. Drawings will include site plan, demolition, plan and section, one-line diagram, electrical site plan, and details.

SCHEDULE

Stantec proposes to complete the Scope of Services described above in full coordination with the milestones forthcoming from MDEQ. Please note that the schedule will work in conjunction with the MDEQ requirements for quarter closing which is still to be determined.

Milestone dates will include 30% Design Complete, 70% Design Complete, First MDEQ Review, 90% Design Complete, MDEQ Review, 100% Design Complete, Advertise and Bid, and Bids Due.

FEE

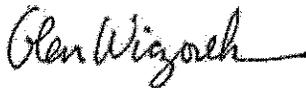
Stantec proposes to complete the Scope of Services for the following Not-to-Exceed fees. We have provided a breakdown of the major components of the project.

| | |
|--|------------------|
| WWTP Improvements | \$ 32,000 |
| MCC and Transformer Replacement | \$ 25,000 |
| WWTP Control System Improvements | \$ 22,000 |
| WWTP Backup Generator | \$ 10,000 |
| Pump Stations (14) Control System Improvements | \$ 25,000 |
| High School Pump Station Improvements | <u>\$ 35,000</u> |
| Total | \$149,000 |

If this proposal is acceptable, a Professional Services Agreement can be prepared for your execution. If you have any questions regarding the items included with this letter, please do not hesitate to contact us. We appreciate the opportunity to submit this proposal and look forward to working with you on this very important project. Thank you.

Sincerely,

STANTEC CONSULTING MICHIGAN INC.



Glen R. Wiczorek, PE
Senior Associate, Water
Tel: (734) 214-2519
Fax: (734) 761-1200
glen.wiczorek@stantec.com



Stantec

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective September 19, 2011 (the "Agreement Date") by and between:

"CLIENT"

Name: CITY OF MARSHALL
Address: 323 W. Michigan Avenue, Marshall, Michigan 49068
Phone: (269) 781-3985 Fax: (269) 781-3835
Representative: Carl Fedders, PE, Director of Public Services

"STANTEC"

Name: STANTEC CONSULTING MICHIGAN INC.
Address: 3959 Research Park Drive, Ann Arbor, Michigan 48108
Phone: (734) 214-2519 Fax: (734) 761-1200
Representative: Glen Wiczorek, PE, Senior Associate

PROJECT NAME (the "PROJECT"):

Detailed Design for Wastewater Treatment Plant and Collection System Improvements, Marshall, Michigan

DESCRIPTION OF WORK: STANTEC shall render the services described in Attachment "A" (hereinafter called the "SERVICES") in accordance with this AGREEMENT. STANTEC may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT and STANTEC by written amendment to this AGREEMENT may from time to time make changes to the SERVICES. All changed work shall be carried out under this AGREEMENT. The time for completion of the SERVICES shall be adjusted accordingly.

COMPENSATION: Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in Attachment "A", or, if no CONTRACT PRICE is indicated, in accordance with STANTEC's Schedule of Fees and Disbursements in effect from time to time as the SERVICES are rendered.

Invoices shall be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle STANTEC, at its option, to suspend or terminate this Agreement and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this AGREEMENT.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, email, facsimile or telex, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The CLIENT shall provide to STANTEC in writing, the CLIENT's total requirements in connection with the PROJECT, including the PROJECT budget and time constraints. The CLIENT shall make available to STANTEC all relevant information or data pertinent to the PROJECT which is required by STANTEC to perform the SERVICES. STANTEC shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of STANTEC or otherwise. Where such information or data originates either with the CLIENT or its consultants then STANTEC shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

When required by STANTEC, the CLIENT shall engage specialist consultants directly to perform items of work necessary to enable STANTEC to carry out the SERVICES. Whether arranged by the CLIENT or STANTEC, these services shall be deemed to be provided under direct contracts to the CLIENT unless expressly provided otherwise.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by STANTEC and whenever prompt action is necessary shall inform STANTEC of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for STANTEC's entry to the PROJECT site as well as other public and private property as necessary for STANTEC to perform the SERVICES. The CLIENT shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay STANTEC in the performance of the SERVICES.

STANTEC'S RESPONSIBILITIES: STANTEC shall furnish the necessary qualified personnel to provide the SERVICES. STANTEC represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the



performance of the SERVICES at the time when and the location in which the SERVICES were performed. This undertaking does not imply or guarantee a perfect PROJECT and in the event of failure or partial failure of the product of the SERVICES, STANTEC will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure STANTEC's performance. There are no other representations or warranties expressed or implied made by STANTEC. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the SERVICES provided by STANTEC nor shall STANTEC warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond STANTEC's reasonable control. STANTEC does not warrant the SERVICES to any third party and the CLIENT shall indemnify and hold harmless STANTEC from any demands, claims, suits or actions of third parties arising out of STANTEC's performance of the SERVICES.

In performing the SERVICES under this AGREEMENT, STANTEC shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT.

The SERVICES performed by STANTEC shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve STANTEC from its responsibility for the proper performance of the SERVICES.

TERMINATION: Either party may terminate this AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving seven (7) days' notice to remedy the breach. On termination of this AGREEMENT, the CLIENT shall forthwith pay STANTEC for the SERVICES performed to the date of termination. Non-payment by the CLIENT of STANTEC's invoices within 30 days of STANTEC rendering same is agreed to constitute a material breach of this AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of STANTEC are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, STANTEC shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than ninety (90) days, STANTEC may, at its option, terminate this agreement upon giving notice in writing to the CLIENT.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, STANTEC's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by STANTEC are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that STANTEC has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by STANTEC, CLIENT agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: STANTEC shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, STANTEC shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of STANTEC, through no fault of STANTEC, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

STANTEC shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor STANTEC has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on STANTEC's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by STANTEC. Exact costs and times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, STANTEC shall provide field services during the construction of the PROJECT only to the extent that such SERVICES are included and defined in this AGREEMENT. The performance of the construction contract is not STANTEC's responsibility nor are STANTEC's field services rendered for the construction contractor's benefit.

It is understood and agreed by the CLIENT and STANTEC that only work which has been seen during an examination by STANTEC can be said to have been appraised and comments on the balance of any construction work are assumptions only.



When field services are provided by STANTEC, the authority for general administration of the PROJECT shall reside with STANTEC only to the extent defined in this AGREEMENT. In such case, STANTEC shall coordinate the activities of other consultants employed by the CLIENT, only to the extent that STANTEC is empowered to do so by such other consultants' contracts with the CLIENT.

STANTEC shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. When field services are provided, no acceptance by STANTEC of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the CLIENT for the proper performance of such work or services and further, STANTEC shall not be responsible to the CLIENT or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by STANTEC or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the PROJECT, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, STANTEC will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The CLIENT shall designate a responsible party, other than STANTEC, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations. Neither the professional activities of STANTEC, nor the presence of STANTEC or its employees and subconsultants at a construction site, shall relieve the CLIENT, Contractors or any other entity of their obligations, duties and responsibilities with respect to jobsite safety. Subject only to applicable legislation, STANTEC has no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any environmental, health or safety activities or precautions.

JOBSITE SAFETY: Neither the professional activities of STANTEC, nor the presence of STANTEC or its employees and subconsultants at a construction site, shall relieve the CLIENT and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, STANTEC and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

LIMITATION OF LIABILITY: The CLIENT releases STANTEC from any liability and agrees to defend, indemnify and hold STANTEC harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the negligence or willful misconduct of STANTEC.

It is further agreed that the total amount of all claims the CLIENT may have against STANTEC under this AGREEMENT or arising from the performance or non-performance of the SERVICES under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to STANTEC for the SERVICES or \$500,000. No claim may be brought against STANTEC in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against STANTEC and not against any of STANTEC's employees, officers or directors.

STANTEC's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and STANTEC shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, STANTEC knowingly encounters any such substances, STANTEC shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against STANTEC, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold STANTEC harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of STANTEC. STANTEC and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All documents prepared by STANTEC or on behalf of STANTEC in connection with the PROJECT are instruments of service for the execution of the PROJECT. STANTEC retains the property and copyright in these documents, whether the PROJECT is executed or not. Payment to STANTEC of the compensation prescribed in this AGREEMENT shall be a condition precedent to the CLIENT's right to use documentation prepared by STANTEC. These documents may not be used for any other purpose without the prior written agreement of STANTEC. The CLIENT shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the SERVICES rendered by STANTEC in connection with the PROJECT, for the life of the PROJECT. The CLIENT shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of STANTEC. In the event STANTEC's documents are subsequently reused or modified in any material respect without the prior consent of STANTEC, the CLIENT agrees to indemnify STANTEC from any claims advanced on account of said reuse or modification.



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STANTEC cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold STANTEC, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of STANTEC, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without STANTEC's written consent.

FORCE MAJEURE: Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

GOVERNING LAW: This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or STANTEC, the CLIENT and STANTEC shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this AGREEMENT and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: Neither the CLIENT nor STANTEC shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: STANTEC will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT. STANTEC will refer any request for access to or correction of personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. STANTEC will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody of STANTEC or any of STANTEC's policies or practices relevant to the management of personal information subject to this AGREEMENT.

ENTIRE AGREEMENT: This AGREEMENT constitutes the sole and entire agreement between the CLIENT and STANTEC relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and STANTEC. All attachments referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

SEVERABILITY: If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and STANTEC.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above:

CITY OF MARSHALL

STANTEC CONSULTING MICHIGAN INC.

Carl Fedders, PE, Director of Public Services

R. Brian Simons, PE, Principal

Print Name and Title

Print Name and Title

Per: _____

Per: _____



Stantec

PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Attached to and forming part of the AGREEMENT

BETWEEN:

CITY OF MARSHALL
(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING MICHIGAN INC.
(hereinafter called "STANTEC")

EFFECTIVE: September 19, 2011

This Attachment details the SERVICES, CONTRACT TIME, CONTRACT PRICE, ADDITIONAL CONDITIONS and ADDITIONAL ATTACHMENTS forming part of the above described AGREEMENT.

SERVICES: STANTEC shall perform the following SERVICES:

Provide design engineering services and preparation of bid documents for the work described in the State Revolving Fund (SRF) Project Plan for the City's wastewater system improvements and as detailed in the attached Stantec letter and scope of work dated September 12, 2011.

(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: September 19, 2011

Estimated Completion Date: July 1, 2012

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate STANTEC as follows:

Stantec proposes to complete the entire work on a time and material basis for a Not-to-Exceed fee of \$149,000 per the attached Stantec letter and scope of work dated September 12, 2011.

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees and to the FRD.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to STANTEC with a fifteen percent (15%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the SERVICES or services conditions change, STANTEC shall submit to the CLIENT in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for SERVICES are based on STANTEC's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time.

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this AGREEMENT:

No additional conditions.

ADDITIONAL ATTACHMENTS: The following additional attachments shall be read in conjunction with and constitute part of this AGREEMENT:

No Rate Table is attached.

INSURANCE REQUIREMENTS: Before any services are provided under this agreement, STANTEC shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.



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PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Page 2

General Liability: Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by STANTEC in the amount of \$1,000,000 per claim and in the aggregate.

Workers' Compensation: As prescribed by applicable law.

Certificates: Upon request, STANTEC shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.

S2 GRANT APPLICATION

Rick Snyder, Governor

Michigan Department of Environmental Quality (DEQ)

Dan Wyant, Director

<http://www.michigan.gov/deq>

Michigan Department of Treasury Michigan Finance Authority (Authority)

Andy Dillon, State Treasurer

<http://www.michigan.gov/treasury>

Administered by:

Department of Environmental Quality
Resource Management Division
Revolving Loan Section
Sonya T. Butler, Chief

Department of Treasury
Michigan Finance Authority
Joseph Fielek, Executive Director

Mailing Addresses:

PO Box 30241
Lansing, Michigan 48909
517-373-2161

PO Box 15128
Lansing, Michigan 48901
517-335-0994

Delivery Addresses:

Constitution Hall
3rd Floor South
525 West Allegan Street
Lansing, Michigan 48933

Richard H. Austin Building
1st Floor
430 West Allegan Street
Lansing, Michigan 48922

**Completion of this application is mandatory for the applicant
to be considered for S2 Grant Program assistance.**

Printed under the authority of Parts 52 and 53, of the Natural Resources and Environmental Protection Act,
1994 PA 451, as amended.

(09/11) EQP3434

PROJECT INFORMATION

Project Name WASTEWATER TREATMENT PLANT AND COLLECTION SYSTEM IMPROVEMENTS

Project Location CITY OF MARSHAL, CALHOUN COUNTY, MICHIGNA
(Cities, Villages, Townships, and Counties Impacted by the Project)

A. Legal Name of Applicant CITY OF MARSHAL

The legal name of the applicant may be different from the name of the project. For example, a county may be the legal applicant, while the project may be named for the particular village or township it will serve.

Applicant's Federal Employer Identification No.: 38-6004708

B. Address of Applicant

Street, P.O. Box 323 WEST MICHIGAN AVENUE

City, State & Zip MARSHALL, MICHIGAN, 48068

269-781-5183 269-789-4828 CFedders@cityofmarshall.com

(Area Code and Telephone Number) (Fax Number) (E-mail Address)

C. Designated Contacts for this Project

1. Authorized Representative

Name Carl E Fedders, PE.

Title Director of Public Services

Street, P.O. Box SAME AS ABOVE

City, State & Zip

(Area Code and Telephone Number) (Fax Number) (E-mail Address)

2. Applicant's Bond Counsel

Name William J. Danhof

Firm Miller, Canfield Paddock & Stone PLLC

Street, P.O. Box ONE Michigan Ave, Suite 900

City, State & Zip LANSING, MI 48933-1609

(517) 483-4909

(Area Code and Telephone Number) (Fax Number) (E-mail Address)

3. Applicant's Financial Advisor

Name Warren Creamer

Firm Robert W. Baird & Co.

Street, P.O. Box 1001 Bay St.

City, State & Zip Traverse City, MI 49604

(231) - 933 - 8447

(Area Code and Telephone Number) (Fax Number) (E-mail Address)

THIS FORM IS FOR PRINTING ONLY. THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTBRED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

4. Applicant's Consulting Engineer

Name Dima El-Gamal, PhD, PE

Firm Stantec Consulting, Inc

Street, P.O. Box 3959 Research Park Drive

City, State & Zip Ann Arbor MI 48108-2216

734-262-4857 734-761-1200 Dima.ElGamal@stantec.com
(Area Code and Telephone Number) (Fax Number) (E-mail Address)

D. Disclosure of Conditions Requiring Repayment of Grant

The S2 Grant Program was specifically created with the intent of accelerating the progress of water pollution control efforts and stimulating the use of the revolving fund programs. It is expected that S2 grant recipients will be willing and able to complete the loan application process and finance the construction of needed facilities with loan assistance from the State Revolving Fund (SRF) and/or the Strategic Water Quality Initiatives Fund (SWQIF). Consistent with this intent and provisions of Part 52 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended:

The grantees shall repay the grant, within 90 days of being informed to do so, with interest accrued from the time funds were disbursed at a rate not to exceed 8 percent per year, to the Authority for deposit into the SWQIF if any of the following conditions occur:

- (1) *The applicant fails to submit an administratively complete loan application for assistance from the SRF, the SWQIF, or other source of financing for the project within 3 years of the grant award.*
- (2) *The project has been identified as being in the fundable range or is approved for funding from another source and the applicant declines the loan assistance for 2 consecutive fiscal years unless the applicant proceeds with funding from another source.*
- (3) *The applicant is unable to, or decides not to, proceed with constructing the project.*

E. Proposed Scope of Work

Municipalities can seek S2 Grant Program assistance to cover the costs of the planning and design of sewage treatment works projects, stormwater treatment projects, or nonpoint source projects, and for user charge system development. Please note that only those applicants who have completed SRF/SWQIF project planning can apply for grant assistance for design engineering or user charge system development. If you have not already submitted a final project plan (complete with a public hearing transcript and resolution of adoption by the governing body), then one must be submitted with your S2 grant application that includes a request for a design engineering and/or user charge system development grant. **Please attach additional pages as necessary.**

Please describe the specific activities you will fund with S2 grant assistance:

- A. Improvements to the City's Wastewater Treatment plant.
- B. Improvement to one pump station High school
- C. Improvements to the treatment and collection systems Instrumentation and Control

Please describe the system deficiencies or water quality problems you want to evaluate/address:
All proposed improvements are related to addressing end of service life as well as safety and reliability concerns.
the proposed improvements will reduce the possibility of service interruption and subsequent environmental risks

NOTE: If you have already submitted a final SRF or SWQIF project plan to the DEQ and are seeking S2 grant assistance for design engineering and/or user charge system development costs, skip to Section G. Please indicate your assigned project number:

SRF Loan Project # 5490 SWQIF Loan Project # _____

A project Plan was submitted prior to July 1, 2011.

F. Required Information Please refer to the project plan for all items under Section F.

If you are seeking S2 grant assistance for the preparation of a new SRF/SWQIF project plan, the following information (Items 1 – 8) must be provided with this application:

1. Study/Service Area Information
 - a. Map(s) of the study and service areas
 - b. Study and service area population figures and flows
 - c. Projected 20-year population figures and flows

2. Existing Wastewater Treatment Facilities
 - a. Treatment facilities site map
 - b. Treatment processes flow diagram
 - c. Description of the treatment processes
 - d. Age and condition of the treatment facilities
 - e. Operation, maintenance, or other problems
 - f. Data on existing flows and design capacity
 - g. Effluent characteristics and impacts
 - h. Copy of the discharge permit or a compliance order
 - i. Documentation of the need for facility improvements

3. Existing Wastewater Collection System
 - a. Map(s) and description of the entire collection system
 - b. Map(s) and descriptions of the combined sewer areas
 - c. Age and condition of interceptors and collector sewers
 - d. Locations, ages, and capacities of pump stations
 - e. Condition and adequacy of pump stations
 - f. Locations, ages, and capacities of retention/equalization basins
 - g. Condition and adequacy of retention/equalization basins
 - h. Operation, maintenance, or other problems
 - i. Data on existing collection system flows, including a preliminary assessment of infiltration and inflow (see Item 4 below)
 - j. Raw sewage bypass locations, frequencies, durations, volumes, and water quality impacts
 - k. Combined sewer overflow locations, frequencies, durations, volumes, and water quality impacts
 - l. Documentation of the need for collection system improvements

4. Excessive Infiltration and Inflow (I/I)

An initial quantification of collection system I/I must be provided with this application to determine the applicability of the following conditions:

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- a. Wastewater flow during conditions of high groundwater is greater than 120 gallons per capita per day.
- b. Wastewater flow during the design storm event or any smaller storm event is greater than 275 gallons per capita per day.
- c. Storm events cause backup problems, overflows, or poor treatment performance due to hydraulic overloading.

Depending on the nature of the proposed project, an I/I analysis may be required and would be eligible for inclusion as part of this application. An I/I analysis being proposed in the absence of any of these conditions will not be eligible for S2 grant assistance. For further information, please refer to pages 15–17 in the **DEQ Clean Water Revolving Funds Project Plan Preparation Guidance (CWRF PPPG)**.

5. Sewer System Evaluation Survey (SSES)

If you are proposing to complete an SSES with S2 grant assistance, please provide a copy of the completed I/I analysis with this application.

6. Sewer Televising/Physical Inspections for Structural Integrity

If you are proposing to perform televising and/or physical inspections with S2 grant assistance to assess the structural integrity of municipal sewers, please provide documentation with this application to justify the extent of the area(s) to be evaluated.

Applicants should note that defects identified as a result of televising/physical inspections must meet the requirements found on pages 17–18 in the CWRF PPPG to be considered an SRF-eligible need for design or construction funding.

7. Projects in an Area Currently Without Sewers

Are you proposing to seek S2 grant assistance for a project to correct failing on-site septic systems in an area currently without sanitary sewers? YES NO

If YES, applicants should note that this type of project has a higher degree of difficulty in moving forward due to the controversial nature of establishing a Special Assessment District (SAD) and the inability to proceed with project construction due to the SAD not receiving approval. Disapproval of an SAD would require the S2 grant to be repaid with interest.

Applicants need to present sufficient documentation to identify suspect/known problem areas as part of this application and as a prerequisite to defining a need for their residents. For further information, please refer to pages 4–6 and 19 in the **CWRF PPPG**.

8. Projects to Abate Nonpoint Sources of Water Pollution

Are you proposing to seek S2 grant assistance for a project to correct nonpoint source water pollution? YES NO

If YES, please address the following questions:

- a. Is the proposed project included in an area covered by a Section 319 or a Clean Michigan Initiative (CMI) approved watershed plan? YES NO
- b. Is the proposed project located within an MS4 permit area? YES NO

If YES, is the proposed project required under that permit? YES NO

If YES, please attach an explanation to this application.

- c. Does the proposed project help address a nonpoint pollutant source identified in the approved watershed management plan or a TMDL? YES NO

If YES, please attach an explanation to this application.

Applicants also need to attach documentation to this application to explain how the proposed project will address the nonpoint source water quality problem, including the estimated reduction in the problem pollutant(s).

G. Multi-Purpose Projects

Are you proposing to seek S2 design grant assistance for a project which involves non-wastewater-related improvements (e.g., the installation of water mains or storm sewers, full-width road restoration, etc.)? YES NO

If YES, please provide a draft Alternative Justifiable Expenditure (AJE) computation with this application. For further information, please refer to the **DEQ Guidance to Applicants and Consultants Regarding SRF Alternative Justifiable Expenditures**.

H. S2 Grant Agreement Period

Target date for completion of all grant-funded tasks: June 2012 (month/year)

The applicant intends to seek SRF and/or SWQIF loan(s) to construct the proposed project in Fiscal Year 2012 (an October 1 to September 30 Fiscal Year)

I. Project Cost Worksheet

Please carefully read the instructions below before completing the Project Cost Worksheet.

| Grant Budget Item | Incurred Project Costs* | Estimated Project Costs | Cost Supporting Documents Attached? | Total Project Costs |
|--|-------------------------|-------------------------|---|---------------------|
| 1. Project Planning Costs | \$15,000 | | <input checked="" type="checkbox"/> YES | \$15,000 |
| 2. Design Engineering Costs | | \$149,000 | <input checked="" type="checkbox"/> YES | \$149,000 |
| 3. User Charge System Development Costs | | \$12,000 | <input type="checkbox"/> YES | \$12,000 |
| 4. Cost Subtotal | | | | \$176,000 |
| 5. LESS 10% Local Match | | | | \$17,600 |
| 6. Requested S2 Grant Amount (Line 4 minus Line 5) | | | | \$158,400 |

* Only costs incurred for services rendered on or after December 14, 2010, the effective date of Act 231 of the Public Acts of 2010, are eligible for S2 grant assistance.

1. Entering Cost Figures

To complete the Project Cost Worksheet, enter costs incurred to date in the first column and estimated costs in the second column. Please use whole dollar amounts for all entries. A budget line item may have costs entered in each column; however, the entries must accurately reflect the division between incurred costs and estimated (i.e., the costs in the second column must not be a cumulative total but are to represent the balance of costs not yet incurred).

Please note that S2 grant assistance is not available for general local government administrative activities or activities performed by municipal employees.

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2. Supporting Documentation

Documentation must be attached to your application to support the costs included on the Project Cost Worksheet. Please then check the box in the third column on each requested line item.

- For incurred costs, adequate supporting documentation means proof of billing or payment for each cost for which grant assistance is being sought (e.g., copies of the monthly invoices from your consulting engineer).
- For estimated costs, adequate supporting documentation means *either* an executed contract *or* an invoice or letter from the vendor detailing the services to be rendered and their costs.

3. Executed Contracts

A contract between the applicant and the vendor must be executed for each service that has been or is to be rendered if the cost of such service is greater than \$50,000. An executed copy of each contract, with a clear identification of the scope of the services and a contract period, must be enclosed with your application.

4. Line-By-Line Completion Guidance

Line 1 — Project Planning Costs

The costs associated with project planning activities directly related to the project for which SRF and/or SWQIF loan assistance will be sought should be placed on Line 1. Please see the DEQ Clean Water State Revolving Fund Eligibility Guidance for a description of eligible planning activities.

Line 2 — Design Engineering Costs

The costs associated with SRF and/or SWQIF project design should be placed on Line 2. Please note that bidding phase services, including construction staking, are not eligible for S2 grant assistance.

Line 3 — User Charge System Development Costs

The costs associated with the development or updating of the municipality's system of user charges to cover the costs of project construction, operation, and maintenance should be placed on Line 3. The costs to develop and pass sewer use ordinances, intermunicipal service agreements, or rate methodologies that are necessary for construction of the proposed project are also eligible for reimbursement and may be included on Line 3.

Please note that costs for consultant services to prepare this grant application for the applicant are eligible for reimbursement.

J. Covenants and Certifications

1. The applicant has the legal, managerial, institutional, and financial capability to plan, design, and build the project, or cause the project to be built, and cause all facilities eventually constructed to be adequately operated.
2. The applicant certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the project, the prospects for its completion, or the applicant's ability to make timely repayments of the grant if the project does not proceed.
3. The applicant agrees to provide, as a minimum, a 10 percent local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

4. The applicant agrees to maintain complete books and records relating to the grant and financial affairs of the project in accordance with generally accepted accounting principles (GAAP) and generally accepted government auditing standards (GAGAS).
5. The applicant agrees that all municipal contracts related to the project will provide that the prime contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.
6. The applicant agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners, or agents with which the applicant negotiates an agreement.
7. The applicant agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after the actual initiation of operation of the project and that if litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.
8. The applicant agrees to ensure that planning and design activities of the project are conducted in compliance with the requirements of Part 53 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended; its Administrative Rules; the Recommended Standards for Wastewater Facilities published by the Wastewater Committee of the Great Lakes – Upper Mississippi River Board of State and Provincial Health and Environmental Managers; and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

K. Required Documents

The following documents must be submitted with this application. Your grant application will be deemed incomplete if the required documents are not attached.

- (1) **Authorizing Resolution.** An adopted and certified copy of the attached standard resolution, **including the S2 Grant Agreement boilerplate marked SAMPLE**, must be submitted.
- (2) **Application Information.** The proposed scope of work must be supported by the additional information required under Section F on pages 3–5 above.
- (3) **Cost Support Documentation.** All requested costs must be supported with documentation consistent with the instructions on pages 5 and 6 above.

I certify that I am the authorized representative designated by the governmental unit that will receive the grant for this project and that the application information being submitted is complete and accurate to the best of my knowledge.

I further certify that The City of Marshall (legal name of applicant) agrees to and will abide by the covenants and certifications stipulated above.

SANDRA BIRD; CLERK - TREASURER
 Name and Title of Authorized Representative (Please Print or Type)

 Signature of Authorized Representative (Original Signature Required)

 Date

Please return the application and the specified attachments to:

REVOLVING LOAN SECTION
RESOURCE MANAGEMENT DIVISION
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

MAILING ADDRESS
P.O. BOX 30241
LANSING MI 48909-7741

SURFACE DELIVERY ADDRESS
CONSTITUTION HALL 3RD FLOOR SOUTH
525 W ALLEGAN ST
LANSING MI 48933-1502

| Grant Applications Submitted By: | Can Expect A Grant Award In:* |
|----------------------------------|-------------------------------|
| July 1 | October |
| October 1 | January |
| January 1 | April |
| April 1 | July |

* Provided any identified application deficiencies will be resolved by the applicant within 60 days of the application submittal.

THIS FORM IS FOR PRINTING ONLY. THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

**Please Use the Attached Resolution “As Is”
(Do Not Substitute Your Own Form)**

CITY of MARSHALL
County of CALHOUN

Resolution Authorizing the S2 Grant Agreement

Minutes of the regular meeting of the CITY COUNCIL of the CITY of MARSHALL
County of CALHOUN, State of Michigan, (the "Municipality") held on
9/19/2011.

PRESENT: Members: _____

ABSENT: Members: _____

Member _____ offered and moved the adoption of the following resolution,
seconded by Member _____.

WHEREAS, Part 52 (strategic water quality initiatives) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("Part 52"), provides at MCL 324.5204a that the Michigan Finance Authority (the "MFA") in consultation with the Michigan Department of Environmental Quality (the "DEQ") shall establish a strategic water quality initiatives grant program; and

WHEREAS, in accordance with the provisions of 2010 PA 231, which provides grants to assist municipalities in completing loan application requirements under MCL 324.5308 or completing loan application requirements for other sources of financing for sewage treatment works projects, storm water treatment projects or nonpoint source projects; and

WHEREAS, in accordance with the provisions of 1985 PA 227, as amended, Part 52, and other applicable provisions of law, the MFA, the DEQ, and the Municipality that is a grant recipient shall enter into a grant agreement (the "S2 Grant Agreement") that requires the Municipality to repay the grant under certain conditions as set forth in MCL 324.5204a, as amended; and

WHEREAS, the Municipality does hereby determine it necessary to undertake planning, revenue system development, and/or design activities related to a project for which it intends to seek financing for construction; and

WHEREAS, it is the determination of the Municipality that at this time, a grant in the aggregate principal amount not to exceed \$158,400 ("Grant") be requested from the MFA and the DEQ to pay for the planning and/or design activities; and

WHEREAS, the Municipality shall obtain this Grant by entering into the S2 Grant Agreement with the MFA and the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. CLERK - TREASURER (title of the designee's position), a position currently held by SANDEA BIRD (name of the designee), is designated as the Authorized Representative for purposes of the S2 Grant Agreement.
2. The proposed form of the S2 Grant Agreement between the Municipality, the MFA and DEQ (attached hereto as Appendix I) is hereby approved and the Authorized Representative is authorized and directed to execute the S2 Grant Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.
3. The Municipality shall repay the Grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority if any of the following conditions occur:
 - (a) the Municipality fails to submit an administratively complete loan application for assistance from the SRF, the SWQIF or other source of financing for the project within 3 years of the Grant award;
 - (b) the project has been identified as being in the fundable range or is approved for funding from another source and the Municipality declines loan assistance for 2 consecutive fiscal years unless the Municipality proceeds with funding from another source; or
 - c) the Municipality is unable to, or decides not to, proceed with constructing the project.
4. The Grant, if repayable, shall be a first budget obligation from the general funds of the Municipality, and the Municipality is required, if necessary, to levy ad valorem taxes on all taxable property in the Municipality for the payment thereof, subject to applicable constitutional, statutory and Municipality tax rate limitations.
5. The Municipality shall not invest, reinvest or accumulate any moneys deemed to be Grant funds, nor shall it use Grant funds for the general local government administration activities or activities performed by municipal employees.
6. The Authorized Representative is hereby jointly or severally authorized to take any actions necessary to comply with the requirements of the MFA and the DEQ in connection with the issuance of the Grant. The Authorized Representative is hereby jointly or severally authorized to execute and deliver such other contracts, certificates, documents, instruments, applications and other papers as may be required by the MFA or the DEQ or as may be otherwise necessary to effect the approval and delivery of the Grant.
7. The Municipality acknowledges that the S2 Grant Agreement is a contract between the Municipality, the MFA and the DEQ.
8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS: Members:

NAYS: Members:

RESOLUTION DECLARED ADOPTED

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

Name _____ of _____, Clerk
_____ of _____ County of _____



Michigan Finance Authority

STATE REVOLVING FUND AND STRATEGIC WATER QUALITY INITIATIVES FUND ("S2") GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of _____ 20____, among the Michigan Department of Environmental Quality, Resource Management Division (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the _____ County of _____ ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

The Grantee shall be required to repay the grant made under this Agreement (the "Grant"), within 90 days of being informed by the State to do so, under certain conditions, as set forth in Section XVIII. Program Specific Requirements: S2 Grant.

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A do not guarantee loan assistance from the State Revolving Fund or Strategic Water Quality Initiatives Fund.

GRANTEE INFORMATION:

Name/Title of Authorized Representative
Address
Address
Telephone number
Fax number
E-mail address
Federal ID number

GRANT INFORMATION:

Project Name:
Project #:
Amount of Grant: \$
Amount of Match \$ (10% or more)
Project Total \$ (grant plus match)
Start Date: End Date:

DEQ REPRESENTATIVE:

Name/Title
Address
Address
Telephone number
Fax number
E-mail address

AUTHORITY REPRESENTATIVE:

Name/Title
Address
Address
Telephone number
Fax number
E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

GRANTEE

Signature of Grantee

Date

Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Its Authorized Officer

Date

MICHIGAN FINANCE AUTHORITY

Its Authorized Officer

Date

I. PROJECT SCOPE

This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

(A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the Project identified in Exhibit A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. **Only costs incurred between the Start Date and the End Date shall be eligible for payment under this Grant.**

III. CHANGES

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A. No changes can be implemented without approval by the State.

IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the state.

(C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(E) The DEQ's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee understands that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

VI. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VII. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

VIII. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

IX. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Agreement is the responsibility of the State and not the responsibility of the Grantee if the liability is materially caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

X. CONFLICT OF INTEREST

No government employee or member of the legislative, judicial, or executive branches or member of the Grantee's governing body, its employees, partner, agencies or their families shall have benefit financially from any part of this Agreement, unless proportional to all other entities and as a normal outcome of implementing this Agreement.

XI. AUDIT AND ACCESS TO RECORDS

See Section XVIII (C).

XII. INSURANCE

The Grantee shall maintain insurance or self insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.

XIII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

XIV. COMPENSATION

(A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State shall pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A, and only for expenses incurred. All costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.

(B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.

XV. CLOSEOUT

- (A) A determination of Project completion shall be made by the DEQ upon satisfactory completion of the activities, products and deliverables described in Exhibit A and submittal of a request for final payment.
- (B) The Grantee shall provide the DEQ, within 30 days of the End Date all outstanding financial reports, products and deliverables required as a condition of the Agreement.
- (C) Final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.
- (D) The Grantee shall immediately refund to the State any payments or funds advanced to the Grantee in excess of allowable reimbursable billings.
- (E) Grants may be audited by the State. Total expenditures are subject to audit and repayment of any overpayment of the DEQ share if an audit determines that total Project costs were not incurred as billed.

XVI. CANCELLATION

This Agreement may be canceled, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding.

XVII. TERMINATION

(A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:

(1) The State may terminate a Grant or withhold payment if the recipient fails to comply with the terms and conditions of the agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules. If the Grant is terminated, the State may recover all funds awarded.

(2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement, the State may terminate this Agreement with no further penalty whatsoever to the Grantee, and the Grantee, upon demand by the State, shall reimburse the State for all money received under this Agreement.

(3) If the Grantee uses the Grant for any purpose other than those described in Exhibit A or otherwise approved by the State, the State may terminate the Grant and require immediate repayment from the Grantee of disbursed funds for the misused portion of the Grant.

(B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of the Grantee, or any agent of any subagreement, is:

(1) Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;

(2) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

(3) Convicted under state or federal antitrust statutes;

(4) Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity; or

(5) Included on the United State Environmental Protection Agency Suspension and Debarment list.

(C) If the State finds, after a notice and hearing, that the Grantee or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee or agent of the State, in an attempt to secure a sub-agreement or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement, the State may, by written notice to the Grantee, terminate this Agreement.

XVIII. PROGRAM-SPECIFIC REQUIREMENTS: S2 REPAYABLE GRANT

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

(1) Grant monies shall be expended only to cover application costs for loan assistance from the State Revolving Fund (the "SRF") or the Strategic Water Quality Initiatives Fund (the "SWQIF").

(2) Grant funds shall not be used for general local government administrative activities or activities performed by municipal employees.

(3) The Grantee has full legal right, power and authority to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(4) The Resolution has been duly adopted by the Grantee, acting through its governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including without limitation the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.

(6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained, nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.

(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF if any of the following occur as determined by the State:

(1) The Grantee fails to submit an administratively complete loan application for assistance from the SRF or the SWQIF or other source of financing for the SRF or SWQIF project within 3 years of the Grant award.

(2) The SRF or SWQIF project has been identified as being in the fundable range or is approved for funding from another source and the Grantee declines loan assistance for 2 consecutive fiscal years unless the Grantee proceeds with funding from another source..

(3) The Grantee is unable to, or decides not to, proceed with constructing the SRF or SWQIF project.

(C) Covenants and Certifications.

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The applicant certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the applicant's ability to make timely repayments of the grant if the Project does not proceed or if the Project is funded through means other than a loan from the SRF or the SWQIF.

(3) The Grantee agrees to provide as a minimum a 10% local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles ("GAAP") and generally accepted government auditing standards ("GAGAS").

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee will notify the DEQ and the Authority within 30 days of the occurrence of any event which, in the judgment of the applicant, will cause a material change in the financial condition of the Project, or, if the applicant has knowledge, of the wastewater transport and treatment system of which the Project is a part. Such events include the receipt of funding from any other sources, including another state or federal program, for Project costs financed by the S2 Grant.

(7) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.

(8) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If

litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(9) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of Part 53 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules and Recommended Standards for Wastewater Facilities published by the Wastewater Committee of the Great Lakes – Upper Mississippi River Board of State and Provincial Health and Environmental Managers, and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(10) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to cause completion of the associated loan application requirements within three years of award of the S2 Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(3) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(11) The Grantee certifies that: (a) if it is the owner or operator of an oceangoing vessel or a non-oceangoing vessel, it is in compliance with the requirements of MCL §324.3103a, and is on an applicable list prepared under MCL §324.3103a(4); and (b) if it has contracts for the transportation of cargo with an oceangoing or non-oceangoing vessel operator, that operator(s) is/are on an applicable list prepared under MCL §324.3103a(4).

(D) Grantee Reimbursements and Deliverables

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 90% of eligible costs that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the State representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

(E) Miscellaneous Provisions

(1) Applicable Law and Nonapplicability. This Agreement shall be governed by the laws of the State of Michigan.

(2) Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

(3) Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

XIX. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the DEQ funded all or a portion of its development.

XX. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All

subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

XXI. ANTI-LOBBYING

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all times.

SAMPLE

Project No. _____

S2 Grant Program

Exhibit A

Grantee: _____

Project Name: _____

DEQ Approved Grant Amount: \$ _____ ; _____ Dollars

Time Period for Eligible Costs: Start Date _____ (month/year)

End Date _____ (month/year)

Description of Approved Project Scope:

| DEQ Approved Project Costs | |
|---|----|
| 1. Planning Costs | \$ |
| 2. Revenue System Development Costs | \$ |
| 3. Design Engineering Costs | \$ |
| 4. Eligible Cost Subtotal | \$ |
| 5. LESS ($\geq 10\%$) Local Match | \$ |
| 6. Approved S2 Grant Amount (Line 4 minus Line 5) | \$ |

The following services have been determined to be ineligible for S2 Grant assistance, for the reasons listed, and have been excluded from the approved project costs shown above:



ADMINISTRATIVE REPORT
September 19, 2011 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

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

SUBJECT: Acceptance of the Byrne Stimulus Grant

BACKGROUND: The City of Marshall has been notified as a recipient of the Byrne Stimulus Grant available between October 1, 2011 to September 30, 2012. This grant is administered through the Michigan State Police. It is the intent of the City of Marshall to retain all employees of the Marshall Police Department at the end of the grant cycle.

Beginning FY 2013 and future years, the grant will fund 50% of the full-time position. The additional on-going operational cost for the City to fund the remaining 50% is approximately \$25,500 per year. This grant will fund 100% of wages, benefits, and equipment for one officer during this time. The Police Chief would like to promote a part-time officer to full-time status, and the full-time position would be funded 100% by the grant. Therefore, in FY 2012, there will be a one-time savings equal to ½ FTE.

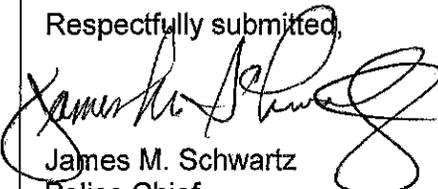
In July, 2011, the new Motor Carrier Enforcement (MCE) program was implemented. The revenue generated is about twice the original forecast/budget, and will provide an additional increase in revenues by approximately \$25,000 more than originally anticipated. This will be the source of funding to offset the proposed cost for FY 2013 and future years.

RECOMMENDATION: It is recommended that the Council accept this grant award to further the ability of the police department to deter crime and protect our citizens.

FISCAL EFFECTS: There will be a FY 2012 net savings in the General Fund Police department wages of approximately \$19,500.

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

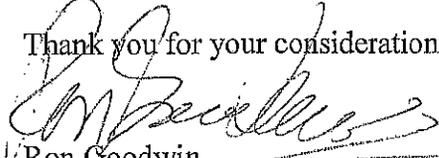
f 269.781.3835

cityofmarshall.com

To the Marshall City Council:

September 8, 2011

I am Ron Goodwin , 330 South Mulberry Street, Marshall, Michigan. I live in the fourth ward. I would like to be considered for the city council seat that was vacated by the resignation of Ryan Tarver. My experience as a past city councilman would be a great asset at this time. I was elected to the city council in 2004 and was the liaison for the Chamber of Commerce, LDFA, DDA, airport board, and the planning commission. I have the most experience then any other candidate I'm sure. I was employed by the city for 24 years before my retirement and have a lot of knowledge on how the city operates. I was also instrumental in moving the Rec Dept. for a saving of 38,000.00 a year, and saving the Brooks Nature Park for all the people of Marshall to enjoy. I also traveled to Japan with the mayor and represented the City of Marshall for the Sister City signing. Thank you for considering me to represent all the people in my ward and being a asset to this council.

Thank you for your consideration

Ron Goodwin

September 7, 2011

Sandra Bird

City of Marshall City Clerk

Marshall, Mi 49068

Dear Sandra,

Please except this as my packet of information for the 4th WARD position vacancy. I have enclosed for your review and that of the Council Members the following:

-Cover letter

-Letter of Intent as read to the Mayor and the Council Members on Sept. 6th, 2011

-References of Personal and Professional associates

-Community Involvement/Affiliations

-Resume

Thank you for your time and consideration. If there is anything else I could provide to you or the Council in making their decision, please notify me immediately. If anyone feels it is necessary for a face to face or phone interview, I will accommodate their schedule to make that happen.

In Kindest Regards,


Jack Reed

Jack Reed, 116 S. Sycamore Street, City of Marshall, 49068

9/6/2011

In reference to the vacancy in WARD 4.

It is my intention to bring before The Council tonight, my interest in filling the position of City Councilman for the 4th Ward to fill the vacancy with the resignation of Ryan Traver.

I have lived in the 4th WARD since I arrived in Marshall with my family on January 1, 1994. Seventeen and a half years ago my wife Lisa and I found this gem of a city to hopefully raise our family in a community where it was safe, friendly, and educationally wealthy. We have not been disappointed, in fact we have been pleasantly surprised that most of our expectations have often been exceeded.

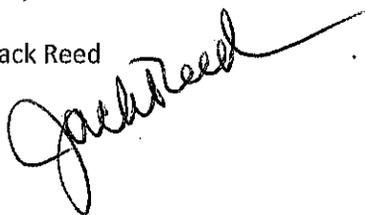
The friends we have come to know created a family for us living in a new town where we knew absolutely no one. We have in fact since moving here, brought 2 households of our relatives to live here in Marshall. Our children have grown since moving here at the age of 4 and 2, from Pre-School through graduation at Marshall High School and have now moved on to a College and University where we have now seen the importance of a great solid education. Thank you Marshall educators for preparing my children for the next step in their lives. You would be just as proud as we are-

I have worked in the Residential Mortgage business for most of my time in Marshall. Having worked at a few different locations. I have chose to move my business closer to home to work in and around Calhoun County. I have also chose to spend time within our wonderful community by volunteering to work with the Youth as a Youth Director for 13 years, worked as a Board Member of the Marshall Civic Players, Franke Center for the Arts, Marshall Music Boosters, Chamber Ambassador and the Chamber Board of Directors.

My working with the youth was important to us because that shaped the young adults in Marshall to recognize and take advantage of every opportunity our City had to offer in molding them to be the great citizens that they would become. My volunteering in the Arts has always been close to my family because of the importance of having a blend of culture in our lives. My volunteering in the Chamber has been my best avenue to showcasing our wonderful city to the business or community members here in Marshall and abroad. In fact, the number one reason I am Chairing the Statewide Chamber Ambassador event held right here in Marshall the end of this month, is that I will have the opportunity to showcase to up to 150 people from all over our State what our Historic Marshall has to offer.

In closing I want to say that my time in Marshall has been spent preserving and sharing what we have. If you move in from outside of our community, you realize what we have in this gem of a town and how it is different from others. I am interested and would be honored to be considered by the Council to sit up there next to you and continue to do what I have been doing for nearly 18 years-cheering on the progress and preservation of our great city. Thank you for this time and for your consideration of my request.

Jack Reed



JACK REED

116 S. Sycamore St.
Marshall, MI 49068

jlsreed@sbcglobal.net

(269) 781-4342 H
(269) 579-0165 C

COMMUNITY INVOLVEMENT/AFFILIATIONS

- *Chairman of State Chamber of Commerce Ambassadors Conference (2011) Marshall, Michigan
- *Chamber of Commerce Ambassador (2007-2011) & Board of Directors (2009-2011) Marshall, Michigan
- *Board of Directors for Franke Center for the Arts (2009-2011) TREASURER 2011 Marshall, Michigan
- *Facilitator of Lending Seminar for Battle Creek Area Association of REALTORS (2010 and 2011)
- *Affiliate Member of Board of REALTORS in Battle Creek (2006-2011), Jackson (2006-2007) and Branch County (2006-2007, 2011)
- *Board of Directors for Marshall Civic Players (2006-2008) Marshall, Michigan
- *Grant Writing (2006-2010) Marshall Public Schools Marshall, Michigan
- *Marshall Bond Proposal Campaign Committee (2009) Marshall Public Schools Marshall, Michigan
- *Vice President (2006) and President (2007-2008) Marshall Music Boosters Marshall, Michigan
- *Captain for Relay for Life Cancer Society (2001-2006) Marshall, Michigan
- *Director of Youth (1994-2008) Christ Lutheran Church and Christ the Good Shephard (1988-1993)
- *Board of Directors for Marshall area Youth Leaders (2004-2006) Marshall, Michigan

Jack Edward Reed

116 S. Sycamore St.
Marshall, MI 49068

jjsreed@sbcglobal.net

(269) 781-4342 H
(269) 579-0165 C

REFERENCES

| | | | |
|------------------------|---------------------------------------|---|------------------------|
| Mark Oerther | Engineer (269) 832-5637 | Borg Warner known 10 Years | Marshall, Michigan |
| Corey Biddinger | IT Consultant (231) 218-0039 | Self Employed known 5 Years | Charlotte, Michigan |
| Terralyn Lake | Event Coordinator (269) 781-5163 | Marshall Chamber of Commerce known 4 Years | Marshall, Michigan |
| Kim Lake | Mortgage Consultant (269) 579-7024 | Wells Fargo Home Mortgage known 3 Years | Battle Creek, Michigan |

Jack Edward Reed

116 S. Sycamore St.
Marshall, MI 49068

jlsreed@sbcglobal.net

(269) 781-4342 H
(269) 579-0165 C

OBJECTIVE

My goal is to add my successful 27 year career in areas of Management, Sales and Customer Service to that of a progressive company that will allow for both personal and professional growth.

EXPERIENCE

Wells Fargo Home Mortgage

October 2007- Present Mortgage Consultant Battle Creek, Michigan

Self-managed my Residential Mortgage business calling on Realtors, Financial Planners and referral business of past clients. Average Annual Volume \$12-15 million.

Wachovia Mortgage

November 2005-October 2007 Branch Manager Okemos, Michigan

Opened and Managed the branch for a team of 10 employees. Hired, trained and developed Mortgage Consultants and support staff. Personal productivity continued during this tenure.

Aegis Wholesale

April 2005-November 2005 Account Executive Troy, Michigan

Managed 120 Brokers in Central and western Michigan. Trained Loan Officers, pre-qualified files, managed the Wholesale process to funding. Monthly volume \$5 million.

World Savings

October 2003-April 2005 Account Executive Grand Rapids, Michigan

Recruited Brokers to set up Wholesale accounts in new market (Lansing, Michigan). Trained Loan Officers, pre-qualified files, managed the Wholesale process to funding.

Retail Management

October 1984-July 2003 Various Management Michigan

Managed **Bed, Bath and Beyond, Kohl's Department Store, J. Baker Inc., Limited Corporation** in areas of Sales, Customer Service, Inventory Control, Loss Prevention.

*Opened only Kohl's Department store to open under budget and on time with best first year Inventory results for new stores.

* Regional Operations Manager (118 Stores in 17 States) volume of \$73 million in sales.

*Traveled weekly for Midwest Regional Loss Prevention Auditor (80 Stores).

* District Manager (18 Stores) while training newly recruited DSM for the Midwest.

*Opened and recruited for dozens of new store openings.

EDUCATION

| | | |
|---|---------------------|-------------------------|
| Business Intent at Eastern Michigan University | Ypsilanti, Michigan | September 1984-May 1986 |
|---|---------------------|-------------------------|

| | | |
|-------------------------------|----------------------|-----------|
| Belleville High School | Belleville, Michigan | June 1984 |
|-------------------------------|----------------------|-----------|