

CITY COUNCIL AGENDA

Regular Meeting

June 15, 2026 at 7:00 PM



- 1) **CALL TO ORDER**
- 2) **ROLL CALL**
- 3) **INVOCATION**
- 4) **PLEDGE OF ALLEGIANCE**
- 5) **APPROVAL OF AGENDA** - Items can be added or deleted from the Agenda by City Council action.
- 6) **PUBLIC COMMENT ON AGENDA ITEMS** Persons addressing City 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 three (3) minutes. Comments shall address AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion (Item 10) of the meeting agenda. Non-Agenda items shall be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS (Item 14) portion of the meeting agenda.
- 7) **CONSENT AGENDA**
 - A. **City Council Minutes**
Work Session- June 1, 2026
Regular Session - June 1, 2026
 - B. **City Bills**

Purchases 5/29/2026	\$45,245.63
Purchases 6/1/2026	\$16,238.74
Purchases 6/5/2026	\$336,761.14
May Power Purchase	\$852,589.78
TOTAL	\$1,250,835.29
 - C. **BUDGET AMENDMENTS - FOURTH QUARTER FY2026**
 - D. **COLLECTIVE BARGAINING AGREEMENT - POLICE PATROL**
 - E. **COLLECTIVE BARGAINING AGREEMENT - POLICE COMMAND**
 - F. **PURCHASE - PROPERTY AND LIABILITY INSURANCE**
 - G. **CONTRACT - MASTER SERVICE AGREEMENT WITH FOURTH LINE POWER ENGINEERING LLC**
- 8) **PRESENTATIONS AND RECOGNITIONS**
- 9) **INFORMATIONAL ITEMS**
- 10) **PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION** Persons addressing City 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 three (3) minutes per public hearing.
- 11) **OLD BUSINESS**
- 12) **REPORTS AND RECOMMENDATIONS**
 - A. **RESOLUTION 2026-17 - WATER AND SEWER RATES**

MAYOR: Scott Wolfersberger CITY MANAGER: Derek N. Perry
COUNCIL MEMBERS: Theresa Chaney-Huggett, Jacob Gates, James Hackworth,
Andrew Scibbe, Ryan Traver, Ryan Underhill
, 323 W Michigan Ave, Marshall, Michigan 49068

- B. SPECIAL EVENT REQUEST - MARSHALL MOTORFEST**
- C. SOCIAL DISTRICT PERMIT REQUEST - HOME SLICE**
- D. SET PUBLIC HEARING - CDBG HOUSING REPAIR GRANT APPLICATION**
- E. SET PUBLIC HEARING - 902/1102 WEST HANOVER STREET SPECIAL LAND USE - OUTDOOR STORAGE**

13) APPOINTMENTS / ELECTIONS

- A. MSCPA COMMISSIONER AND ALTERNATE APPOINTMENT**
- B. CALHOUN COUNTY CONSOLIDATED DISPATCH AUTHORITY BOARD APPOINTMENT**

14) PUBLIC COMMENT ON NON-AGENDA ITEMS Persons addressing City 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 two (2) minutes. Comments shall address NON-AGENDA ITEM topics. Public Hearing items shall be addressed during the PUBLIC HEARING portion (Item 10) of the meeting agenda. Agenda items should be addressed during the PUBLIC COMMENT-AGENDA ITEMS (Item 6) portion of the meeting agenda.

15) COUNCIL AND MANAGER COMMUNICATIONS

16) CLOSED SESSION Pursuant to section 8(a) of the Michigan Open Meetings Act, to consider a periodic evaluation of an employee, if the named individual requests a closed session.

- A. CITY MANAGER REVIEW**

17) POST CLOSED SESSION ACTION

18) ADJOURNMENT

CITY COUNCIL MINUTES

June 1, 2026

Work Session - 6:00 PM

[IGNORE_INDENT]

1) CALL TO ORDER

IN A WORK SESSION held on Monday, June 1, 2026 at 6:00 PM in the Training Room of City Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Wolfersberger.

2) ROLL CALL

Roll was called:

Present: Mayor Scott Wolfersberger, Theresa Chaney-Huggett, Jacob Gates, Andrew Scibbe, and Ryan Traver

Also Present: Manager Perry and Deputy Clerk Cary

Absent: James Hackworth and Ryan Underhill

3) PUBLIC COMMENT Persons addressing City 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 three (3) minutes.

Barry Wayne Adams of W Green St, gave public comment.

4) DISCUSSION ITEMS

A. WATER AND WASTEWATER RATE STUDY

Council and staff discussed the water and wastewater rate study.

5) ADJOURNMENT

The meeting was adjourned at 6:50 P.M.

Respectfully submitted by,

Brandie Cary
Deputy Clerk

CITY COUNCIL MINUTES

June 1, 2026

Regular Meeting - 7:00 PM

[IGNORE_INDENT]

1) CALL TO ORDER

IN A REGULAR SESSION held on Monday, June 1, 2026 at 7:00 PM in the Council Chambers of City Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Wolfersberger.

2) ROLL CALL

Roll was called:

Present: Mayor Scott Wolfersberger, Theresa Chaney-Huggett, Jacob Gates, James Hackworth, Andrew Scibbe, and Ryan Traver

Also Present: Manager Perry and Clerk Eubank

Absent: Ryan Underhill

Moved by Ryan Traver, supported by Jacob Gates to excuse member Underhill. On a voice vote: **Motion carried.**

3) INVOCATION

4) PLEDGE OF ALLEGIANCE

5) APPROVAL OF AGENDA - Items can be added or deleted from the Agenda by City Council action.

Moved by James Hackworth, supported by Theresa Chaney-Huggett to approve the agenda as presented. On a voice vote: **Motion carried.**

6) PUBLIC COMMENT ON AGENDA ITEMS Persons addressing City 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 three (3) minutes. Comments shall address AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion (Item 10) of the meeting agenda. Non-Agenda items shall be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS (Item 14) portion of the meeting agenda.

Barry Wayne Adams of 622 W Green St, Charlie Fulbright of Battle Creek, MI, and Regis Klinger of 348 Butler Ct gave public comment.

7) CONSENT AGENDA

Moved by Jacob Gates, supported by Theresa Chaney-Huggett to approve the consent agenda as presented. On a roll call vote:

Ayes: Theresa Chaney-Huggett, Jacob Gates, James Hackworth, Andrew Scibbe, Ryan Traver, and Scott Wolfersberger,

Nays: None

Abstain: None

Motion carried.

A. City Council Minutes
Regular Session - May 18, 2026

B.	<u>City Bills</u>	
	Purchases	\$194,670.51
	5/15/2026	
	Purchases	\$20,003.94
	5/22/2026	
	Purchases	\$4,487.84
	5/26/2026	
	TOTAL	\$219,162.29

C. RESOLUTION #2026-15 - PLACEMENT AND DISPLAY OF FLAGS ON CITY BUILDINGS

CITY OF MARSHALL, MICHIGAN RESOLUTION NO. 2026-15

A RESOLUTION REGARDING PLACEMENT AND DISPLAY OF FLAGS ON CITY BUILDINGS AND PROPERTY

Minutes of a regular meeting of the Council of the City of Marshall, held on June 1st, 2026, at 7:00 PM.

PRESENT:

ABSENT:

The following preamble and resolution were offered by _ , and supported by _ .

WHEREAS, Flags can build national, state and local pride and are important for organizations, including cities; and

WHEREAS, The Marshall City Council determines placement of flags and/or displays outside City of Marshall buildings and grounds; and

WHEREAS, City of Marshall property constitutes government speech and not a designated public forum or limited public forum; and

WHEREAS, The City of Marshall determines that placement of flags on the City of Marshall buildings and property constitutes government speech and has the potential to affect the visual impression of the City of Marshall; and

NOW THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL OF THE CITY OF MARSHALL hereby determines:

1. It is the intent of the City of Marshall to establish a policy governing the display of Flags outside City of Marshall buildings and City of Marshall property.

2. The City of Marshall may display the United States flag, State of Michigan flag, City of Marshall flag, Sister City flag and Tree City USA flag outside of City of Marshall buildings and City of Marshall property.
3. It is the policy of the City of Marshall to correctly honor the flags displayed at City of Marshall buildings and on City of Marshall property in compliance with national and state protocols for flag display and etiquette.
4. In addition to the above referenced flags, other flags may be displayed on a temporary basis on the Grand Street Park flagpole upon the issuance of a proclamation adopted by City Council. All flags allowed to be displayed on the Grand Street Park flagpole shall be for a period not to exceed twenty one (21) days.
5. Any additional flag authorized by City Council proclamation to be flown on the Grand Street Park flagpole on a temporary basis shall be considered "government speech" only and shall not be deemed a limited public forum.
6. If any section or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, it shall not be held to impair the validity, force or effect of any other section or part of the Resolution.
7. This Resolution shall become effective immediately upon passage.

Resolution declared adopted this 1st day of June 2026.

Michelle Eubank, City Clerk

I, Michelle Eubank, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on June 1, 2026, and that the said meeting was conducted and that the minutes of the meeting were kept and will be or have been made available.

Michelle Eubank, City Clerk

D. PURCHASE - TRAFFIC SIGNAL REPLACEMENT

8) PRESENTATIONS AND RECOGNITIONS

A. PROCLAMATION - PRIDE MONTH

9) INFORMATIONAL ITEMS

10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION Persons addressing City 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 three (3) minutes per public hearing.

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

A.

CONTRACT - MDOT AWOS AT BROOKS FIELD

Moved by Theresa Chaney-Huggett, supported by James Hackworth to Approve MDOT Aeronautics Contract Number 2026-0472 between the City of Marshall and Michigan Department of Transportation (MDOT), in substantial form, and authorize the City Manager to sign the necessary documents. On a roll call vote:

Ayes: Jacob Gates, James Hackworth, Andrew Scibbe, Ryan Traver, Scott Wolfersberger, and Theresa Chaney-Huggett,

Nays: None

Abstain: None

Motion carried.

13) APPOINTMENTS / ELECTIONS

14) PUBLIC COMMENT ON NON-AGENDA ITEMS Persons addressing City 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 two (2) minutes. Comments shall address NON-AGENDA ITEM topics. Public Hearing items shall be addressed during the PUBLIC HEARING portion (Item 10) of the meeting agenda. Agenda items should be addressed during the PUBLIC COMMENT-AGENDA ITEMS (Item 6) portion of the meeting agenda.

Barry Wayne Adams of W Green St, Rick Huggett of Orchard Dr, Lynn Sleight of Fair St, Stacy Lynch of Exchange St, Laura Valentine of North Dr E, Regis Klinger of Butler Ct, Roy Watson, Rebekah Sebring , Perry Ruddeck and Todd Bulgarelli of Butler Ct gave public comment.

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

The meeting was adjourned at 7:50 P.M.

Respectfully submitted by,

Brandie Cary
Deputy Clerk

06/01/2026 08:44 AM
User: KWAGNER
DB: Marshall

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 05/29/2026 - 05/29/2026
JOURNALIZED
PAID

Page: 1/1

INVOICE NUMBER	EXPECTED CHECK RUN	VENDOR NAME	DESCRIPTION	AMOUNT PAID
05/29/2026	05/29/2026	BURROWS (NEELEY), LISA	UB refund for account: 1001360001	39.38
05292026	05/29/2026	CITY OF MARSHALL	REIMBURSEMENT FOR FARMER'S MARKET PETTY	422.00
2025SUMMEROPRAFINAI	05/29/2026	MICHIGAN DEPARTMENT OF 2025 SUMMER OPRA FINAL		23,132.96
2025WINTEROPRAFINAI	05/29/2026	MICHIGAN DEPARTMENT OF 2025 WINTER OPRA FINAL		14,422.86
05/29/2026	05/29/2026	OLIVER BOYCE	UB refund for account: 4274	41.18
05222026-A	05/29/2026	PEHRSON, KORY	TRAVEL REIMBURSEMENT FOR LINEMAN SCHOOL	353.45
05222026-B	05/29/2026	PEHRSON, KORY	TRAVEL REIMBURSEMENT FOR LINEMAN SCHOOL	575.25
05212026	05/29/2026	SCHIPPER, CLINT	UNIFORM ALLOWANCE - SCHIPPER, CLINT	105.95
05/29/2026	05/29/2026	SHAMBAUGH & SONS	UB refund for account: 4338	72.60
319	05/29/2026	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 5/18/26 - 5/22/2	6,080.00
GRAND TOTAL:				45,245.63

06/10/2026 05:58 AM
User: KWAGNER
DB: Marshall

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 06/01/2026 - 06/01/2026
JOURNALIZED
PAID

Page: 1/1

INVOICE NUMBER	EXPECTED CHECK RUN	VENDOR NAME	DESCRIPTION	AMOUNT PAID
112468553	06/01/2026	WEX BANK	ACCT NO. 0470-00-462076-1 FUEL APRIL 202	16,238.74
GRAND TOTAL:				16,238.74

User: KWAGNER
DB: Marshall

PAID

INVOICE NUMBER	EXPECTED CHECK RUN	VENDOR NAME	DESCRIPTION	AMOUNT PAID
61786	06/05/2026	ACTRON SYSTEMS, INC.	QUARTERLY MONITORING AT POWER HOUSE (PRO	130.68
107675	06/05/2026	ALEXANDER CHEMICAL COR.	CHLORINE, SULFUR DIOXIDE	2,669.35
95150	06/05/2026	ALL-TRONICS, INC.	SERVICE CALL FOR PHONES AT MRLEC	382.00
SSI/561991	06/05/2026	ALTA INDUSTRIAL EQUIP	MAINTENANCE TO FORK TRUCK #412	355.41
1HX7-HV69-K9L3	06/05/2026	AMAZON CAPITAL SERVICE	:ACCT NO. A1P4GM99HG1E02 SHEET PROTECTORS	311.52
1L9G-7GFJ-6DKC	06/05/2026	AMAZON CAPITAL SERVICE	:ACCT NO. A1P4GM99HG1E02 UNDERGROUND CAUT	103.14
1R7V-VF73-GWX7	06/05/2026	AMAZON CAPITAL SERVICE	:ACCT NO. A1P4GM99HG1E02 EMERGENCY EXIT S	118.79
13VQ-7PNP-YKCN	06/05/2026	AMAZON CAPITAL SERVICE	:ACCT NO. A1P4GM99HG1E02 HARD HAT INSERTS	38.56
1PLX-6616-GX33	06/05/2026	AMAZON CAPITAL SERVICE	:ACCT NO. A1P4GM99HG1E02 UNIVERSAL 32W BA	46.00
1NT6-KF71-KGXN	06/05/2026	AMAZON CAPITAL SERVICE	:ACCT NO. A1P4GM99HG1E02 AMERICAN FLAGS 6	227.94
1FK9-CGF6-9XLD	06/05/2026	AMAZON CAPITAL SERVICE	:ACCT NO. A1P4GM99HG1E02 CHAIN LINK FENCE	17.89
1PLC-L7HD-G43N	06/05/2026	AMAZON CAPITAL SERVICE	:ACCT NO. A1P4GM99HG1E02 COMPOST MOISTURE	89.99
1CRT-P13V-6YDF	06/05/2026	AMAZON CAPITAL SERVICE	:ACCT NO. A1P4GM99HG1E02 COMMERCIAL MOP B	202.92
1TNC-QGYE-NRPT	06/05/2026	AMAZON CAPITAL SERVICE	:ACCT NO. A1P4GM99HG1E02 PROMO TOY HATS	119.97
167H-JDGG-4QRG	06/05/2026	AMAZON CAPITAL SERVICE	:ACCT NO. A1P4GM99HG1E02 PHONE CASE	70.09
1GW1-TR9H-7617	06/05/2026	AMAZON CAPITAL SERVICE	:ACCT NO. A1P4GM99HG1E02 OFFICE CHAIRS	664.79
1P3J-HTRW-D6FG	06/05/2026	AMAZON CAPITAL SERVICE	:ACCT NO. A1P4GM99HG1E02 TOILET BRUSH, BR	128.47
1LKK-MNNH-QCVY	06/05/2026	AMAZON CAPITAL SERVICE	:ACCT NO. A1P4GM99HG1E02 LADDER	203.11
1XFD-1T6N-CVVH	06/05/2026	AMAZON CAPITAL SERVICE	:ACCT NO. A1P4GM99HG1E02 TRASH BAGS, CLEA	325.97
6005345	06/05/2026	AMP INC.	TECHNICAL SERVICES CONFERENCE - SUNDBERG	400.00
8686	06/05/2026	ASI SECURITY	ALARM SYSTEM UPGRADE W/ FIRE & CO PROTEC	5,360.00
8690	06/05/2026	ASI SECURITY	ALARM SYSTEM UPGRADE W/ FIRE & CO PROTEC	3,035.00
225-539415	06/05/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 OIL FILTER	3.52
225-539416	06/05/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 6V BATTERIES	870.00
225-539424	06/05/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 TURN INDICATOR	53.89
225-539470	06/05/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 CORE RETURNS	(162.00)
225-539471	06/05/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 SM ID COOL HOSE	36.09
225-539522	06/05/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 BYPASS CAP, OIL FILTER	90.14
225-539541	06/05/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 OIL, BRAKE PARTS	106.82
225-539565	06/05/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 ULTINON LED	23.29
225-539604	06/05/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 ULTRA CALIP LUBE	18.39
225-539609	06/05/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 OIL DRI	17.19
225-539652	06/05/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 BLADE RUNNER, FREIGHT	152.68
225-539737	06/05/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 WINDSHIELD WIPER FLUID	542.38
225-539736	06/05/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 BARREL PUMP, 800W PWR	284.88
225-539807	06/05/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 HEADLIGHT, VEHICLE BAT	218.97
INV12736	06/05/2026	BHM ENGINEERS, INC.	ENGINEERING SERVICES FOR MAJOR CAMPUS EL	7,442.21
644340	06/05/2026	BOSHEARS FORD SALES,	ILLMZ 7811782 A DEFLECTOR	524.67
18428	06/05/2026	BUILDING RESTORATION,	REPAIR BROOKS FOUNTAIN LOWER BASIN CURB	7,650.00
06052026	06/05/2026	BURGHDORF CONTRACTING	FIRE ESCROW WITHHOLDING FOR 318 N. LINDE	13,146.03
05272026	06/05/2026	BURGHDORF, CODY	UNIFORM/BOOT ALLOWANCE - BURGHDORF, CODY	306.72
05312026	06/05/2026	BUSHEE, RANDY E.	INSPECTION SERVICES 5/1/26 - 5/31/26	1,950.00
05312026	06/05/2026	CB HALL ELECTRIC COMP	ELECTRICAL INSPECTION SERVICES 5/1/26 -	1,425.00
773485	06/05/2026	CHR SOLUTIONS	FIBERNET MANAGED IT SERVICES MAY 2026	5,100.00
4268667789	06/05/2026	CINTAS CORP	CITY HALL MAT SERVICE 5/8/26	35.00
4267401156	06/05/2026	CINTAS CORP	UNIFORM SERVICES - ELECTRIC & PSB 4/28/2	35.66
4267401175	06/05/2026	CINTAS CORP	UNIFORM SERVICES - WASTEWATER 4/28/26	66.68
4267401189	06/05/2026	CINTAS CORP	UNIFORM SERVICES - WATER 4/28/26	69.28
4268227335	06/05/2026	CINTAS CORP	UNIFORM SERVICES - ELECTRIC & PSB 5/5/26	35.66
4268227364	06/05/2026	CINTAS CORP	UNIFORM SERVICES - WASTEWATER 5/5/26	66.68
4268227402	06/05/2026	CINTAS CORP	UNIFORM SERVICES - WATER 5/5/26	69.28
2600034192	06/05/2026	CITY OF JACKSON	CUST NO. 000803 SMCJTC SPRING 2026 MEMBE	1,449.75
06052026	06/05/2026	CITY OF MARSHALL	REIMBURSEMENT FOR FARMER'S MARKET PETTY	600.00
1734698	06/05/2026	CLARK HILL PLC	CLIENT NO. K9950 SERVICES THROUGH 4/30/2	7,385.00
1734699	06/05/2026	CLARK HILL PLC	CLIENT NO. K9950 SERVICES THROUGH 4/30/2	3,712.50
05012026	06/05/2026	COGENT COMMUNICATIONS,	FIBERNET ISP PRIMARY PROVIDER MAY 2026	10,275.00
0234563	06/05/2026	COOPERATIVE RESPONSE C	SUPPORT AND CALLS FOR APRIL 2026	1,630.48
10078 #2	06/05/2026	COURTNEY & ASSOCIATES	MONTHLY RETAINER SERVICE APRIL 2026 (DUP	250.00
25729	06/05/2026	CRYSTAL FLASH, INC.	ACCT NO. 149759-1 REC GAS 5/5/26	1,617.56
25730	06/05/2026	CRYSTAL FLASH, INC.	ACCT NO. 149759-1 DIESEL GAS 5/5/26	3,235.61
668493	06/05/2026	DARLING ACE HARDWARE	GASKET MAKER, LYSOL	17.98
668310	06/05/2026	DARLING ACE HARDWARE	HOLE SAW W/ ARBOR, FOAM SEALANT	32.98
668473	06/05/2026	DARLING ACE HARDWARE	CHAIN 18IN, TRUFUEL 50:1	51.98
668520	06/05/2026	DARLING ACE HARDWARE	LINZERCHIP BRUSH SET	6.59
668549	06/05/2026	DARLING ACE HARDWARE	EASY2START TRIMMER, BACKPACK BLOWER	935.98
668553	06/05/2026	DARLING ACE HARDWARE	M18 SEARCH LIGHT, LITHIUM BATTERY 2PK	928.75
668548	06/05/2026	DARLING ACE HARDWARE	LAWN MOWER 22"	479.99
668953	06/05/2026	DARLING ACE HARDWARE	MLW MAG NUT DR 1/2"	17.18
668610	06/05/2026	DARLING ACE HARDWARE	BLACK CHAPS 36" 6 LAYER	149.99
668620	06/05/2026	DARLING ACE HARDWARE	CHAIN 20" RS	61.99
668643	06/05/2026	DARLING ACE HARDWARE	RUST STOP SAFETY RED PAINT 1 GAL, SAND P.	119.83
668717	06/05/2026	DARLING ACE HARDWARE	ALL PURPOSE SPRAYER, BRUSH	11.58
668737	06/05/2026	DARLING ACE HARDWARE	KICK-DOWN DOOR HOLDER	8.99
668719	06/05/2026	DARLING ACE HARDWARE	JOINT COMPOUND	27.99
668707	06/05/2026	DARLING ACE HARDWARE	280' TRIMMER LINE, CABLE TIES, NITRILE G	64.96
668837	06/05/2026	DARLING ACE HARDWARE	HP ULTRA 2.5G MIX 6 PK, FUNNEL	29.38
668873	06/05/2026	DARLING ACE HARDWARE	CONCRETE PATCH, PUTTY KNIFE	16.78
668841	06/05/2026	DARLING ACE HARDWARE	GAS CAN 1.25 GAL	25.99
668941	06/05/2026	DARLING ACE HARDWARE	CABLE TIES	29.97

PAID

INVOICE NUMBER	EXPECTED CHECK RUN	VENDOR NAME	DESCRIPTION	AMOUNT PAID
668926	06/05/2026	DARLING ACE HARDWARE	DIGITAL MULTIMETER	31.99
668987	06/05/2026	DARLING ACE HARDWARE	STIHL CHAINSAW, MOTO MIX 1 GAL, CHAIN 12	830.97
668967	06/05/2026	DARLING ACE HARDWARE	STIHL PLATINUM BAR & CHAIN OIL	231.92
669097	06/05/2026	DARLING ACE HARDWARE	HOSE REPAIR BRASS 1/2"	6.59
669123	06/05/2026	DARLING ACE HARDWARE	15AMP OUTLET	0.99
669125	06/05/2026	DARLING ACE HARDWARE	TURBO SPRAY PAINT	71.96
669121	06/05/2026	DARLING ACE HARDWARE	SPRAY PAINT	17.97
669094	06/05/2026	DARLING ACE HARDWARE	PHOTOELECTRIC SWIVEL LIGHT CONTROL	17.99
669083	06/05/2026	DARLING ACE HARDWARE	WORK GLOVES	15.98
669090	06/05/2026	DARLING ACE HARDWARE	PAINT ROLLER, SAND DISC	12.98
669154	06/05/2026	DARLING ACE HARDWARE	JOINT COMPOUND	15.99
669213	06/05/2026	DARLING ACE HARDWARE	GARDEN SPADE, RAKE	51.98
669231	06/05/2026	DARLING ACE HARDWARE	WORK GLOVES, LAWN BAGS	13.97
06/03/2026	06/05/2026	DEREK ANDERSON	UB refund for account: 317	76.36
310754	06/05/2026	ELHORN ENGINEERING COM	PHOSPHATE DELIVERY	4,710.00
63275	06/05/2026	FLASH SANITATION INC	FARMER'S MARKET PORTABLE TOILET SERVICE	140.00
26-05078	06/05/2026	GARAGE DOORS UNLIMITED	SERVICE CALL FOR STUCK DOOR ON SOUTHEAST	95.00
7292	06/05/2026	GLOBAL ENVIRONMENTAL C	QUARTERLY LAB ANALYSIS	1,100.00
9903519891	06/05/2026	GRAINGER	LARGE POUCH (TRUCK #324)	136.83
MAY2026	06/05/2026	GRANGER WASTE SERVICES	CITY BUILDINGS WASTE/RECYCLING & RESIDEN	36,799.65
9353084230	06/05/2026	GRAYBAR ELECTRIC	VALLEY VIEW MATERIALS	234.59
9353100487	06/05/2026	GRAYBAR ELECTRIC	VALLEY VIEW MATERIALS	463.75
2761021	06/05/2026	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT MRLEC 4/29/26	88.00
17089	06/05/2026	GRUNWELL-CASHERO CO.	BROOKS FOUNTAIN STONE DOCUMENTS 1ST & PA	8,800.00
06/03/2026	06/05/2026	GUMAS, AMY & GREGORY	UB refund for account: 224401	42.98
LMN12115	06/05/2026	GUTTERS R US	BRUSH PICKUP & CHIPPING AFTER STORM	2,337.50
05012026	06/05/2026	HERITAGE CLEANERS	ACCT NO. 100243 DRY CLEANING SERVICE FOR	321.00
399	06/05/2026	HERMAN ELECTRIC	REPAIR LIGHTS, PHOTO EYE, & TIME CLOCK A	1,089.24
400	06/05/2026	HERMAN ELECTRIC	ADD CIRCUITS IN BREAK ROOM AT DPW GARAGE	638.31
21604	06/05/2026	HOEKSTRA ROOFING COMPA	SERVICE CALL FOR LEAKS AT PSB	2,242.50
05312026	06/05/2026	HUBBERT, DANIEL	BUILDING INSPECTION SERVICES 5/1/26 - 5/	1,425.00
CI-12659	06/05/2026	HYDROCOP LLC	RESIDENTIAL CROSS CONNECTION PROGRAM YEA	2,859.64
CI-12663	06/05/2026	HYDROCOP LLC	COMMERCIAL CROSS CONNECTION PROGRAM YEAR	1,403.99
3200246655	06/05/2026	IDEXX DISTRIBUTION, IN	LAB SUPPLIES (BACTI)	3,110.61
2026-1800	06/05/2026	IMPACT LAWN & LANDSCAP	LAWN MOWING AT INDUSTRIAL PARK APRIL 202	170.00
2026-1803	06/05/2026	IMPACT LAWN & LANDSCAP	LAWN MOWING AT WASTEWATER PLANT APRIL 20	230.00
2026-1804	06/05/2026	IMPACT LAWN & LANDSCAP	LAWN MOWING AT WATER PLANT APRIL 2026	250.00
INV-1728956	06/05/2026	INDUSTRIAL NETWORKING	NEW POLICE VEHICLE MODEM	1,313.16
1816132	06/05/2026	J HARLEN CO., INC.	CANVAS BUCKET	59.03
10418	06/05/2026	JS BUXTON	CHEMICALS - LIME	1,748.00
5329459	06/05/2026	KOPPERS UTILITY & INDU	TRUCKLOAD OF WOODEN UTILITY POLES	18,414.64
47923	06/05/2026	LAKELAND ASPHALT CORPO	3.87 TONS BITUMINOUS AGGREGATES	268.97
020817	06/05/2026	LEWEY'S SHOE REPAIR	BOOT ALLOWANCE - DRYER, COLE	231.99
3901	06/05/2026	MAEDA	MARSHALL BUCKS FOR PIE SOCIAL EVENT	80.00
05102026MS	06/05/2026	MARSHALL COMMUNITY CRE	CREDIT CARD - MARCIA STRANGE 0232	56.13
05102026ME	06/05/2026	MARSHALL COMMUNITY CRE	CREDIT CARD - MARTIN ERSKINE 0551	2,994.36
05102026KA	06/05/2026	MARSHALL COMMUNITY CRE	CREDIT CARD - KRISTOPHER AMBROSE 0635	891.55
05102026MD	06/05/2026	MARSHALL COMMUNITY CRE	CREDIT CARD - MARGUERITE DAVENPORT 0018	1,594.95
05102026CR	06/05/2026	MARSHALL COMMUNITY CRE	CREDIT CARD - CHRISTY RAMEY 0075	1,387.93
05102026JL	06/05/2026	MARSHALL COMMUNITY CRE	CREDIT CARD - JOSHUA LANKERD 0577	150.00
05102026JM	06/05/2026	MARSHALL COMMUNITY CRE	CREDIT CARD - JUSTIN MILLER 0593	1,982.02
05102026COM	06/05/2026	MARSHALL COMMUNITY CRE	CREDIT CARD - CITY OF MARSHALL 0668	455.01
05102026DP	06/05/2026	MARSHALL COMMUNITY CRE	CREDIT CARD - DEREK PERRY 0601	1,053.73
05102026KW	06/05/2026	MARSHALL COMMUNITY CRE	CREDIT CARD - KRISTINA WAGNER 1898	448.56
05102026MFN	06/05/2026	MARSHALL COMMUNITY CRE	CREDIT CARD - MARSHALL FIBERNET 0569	786.95
05062026-35858	06/05/2026	MARSHALL HARDWARE, LLC	5' WIRE CHANNEL, WATER PUTTY, BRUSH	58.94
05072026-35932	06/05/2026	MARSHALL HARDWARE, LLC	DEHUMIDIFIER	249.99
05122026-36232	06/05/2026	MARSHALL HARDWARE, LLC	7" ANGLE SQUARE	6.49
S5686700.001	06/05/2026	MEDLER ELECTRIC COMPAN	CONDUIT	1,009.83
INV-0000017396	06/05/2026	METRO WIRELESS	BUSINESS DATA SERVICES - 10 GBPS INTERNE	2,500.00
4259	06/05/2026	MPARKS-MICHIGAN REC &	2026 MPARKS GRAND EXPERIENCE TRIP SEPTEM	12,325.00
138645	06/05/2026	O'LEARY WATER CONDITIO	POWER HOUSE WATER COOLER RENTAL (APR/MAY	79.50
4788-476172	06/05/2026	O'REILLY FIRST CALL	ACCT NO. 1741510 GREASE, RCVR BUSHING	53.76
56970229	06/05/2026	POWER LINE SUPPLY	UNIFORMS - SCHIPPER, CLINT	495.00
56970230	06/05/2026	POWER LINE SUPPLY	LOADBREAK TESTER	1,966.00
56970821	06/05/2026	POWER LINE SUPPLY	MATERIALS FOR MAJOR CAMPUS EXTENSION	7,710.36
56970822	06/05/2026	POWER LINE SUPPLY	BOLTED DEADEND	888.80
56970823	06/05/2026	POWER LINE SUPPLY	2" WASHERS	468.00
56971713	06/05/2026	POWER LINE SUPPLY	UNIFORMS - ERB, JASON	495.00
56971714	06/05/2026	POWER LINE SUPPLY	UNIFORMS - DRYER, COLE	342.00
56972256	06/05/2026	POWER LINE SUPPLY	ANCHOR ROD	904.50
56972257	06/05/2026	POWER LINE SUPPLY	AUTO SPLICE	344.10
56972258	06/05/2026	POWER LINE SUPPLY	1/0 AL UG CABLE	2,860.00
56972595	06/05/2026	POWER LINE SUPPLY	PIN XARM SADDLES	(3,103.68)
56973367	06/05/2026	POWER LINE SUPPLY	WORK GLOVES	282.00
56973368	06/05/2026	POWER LINE SUPPLY	UNIFORMS/BOOT ALLOWANCE - ERB, JASON	470.00
56973369	06/05/2026	POWER LINE SUPPLY	UNIFORMS - DRYER, COLE	126.00
56973370	06/05/2026	POWER LINE SUPPLY	SOCKET IMPACT, SOCKET FLIP QUAD (TRUCK #	398.50
56973371	06/05/2026	POWER LINE SUPPLY	SLING & BLOCK FOR POLE TRANSFERS	262.00

INVOICE NUMBER	EXPECTED CHECK RUN	VENDOR NAME	DESCRIPTION	AMOUNT PAID
9063770	06/05/2026	POWER SYSTEM ENGINEERING	ENGINEERING ELECTRIC UNDERGROUND UPGRADE	616.00
05312026	06/05/2026	POWERS, BRYAN	BUILDING INSPECTION SERVICES 5/1/26 - 5/	1,500.00
69537	06/05/2026	PURE LUBE CENTERS, INC	OIL CHANGE VEHICLE #114	122.99
05302026	06/05/2026	R&D LANDSCAPE	REFUND FIRE HYDRANT PERMIT FEE (LESS \$28	471.06
99708294	06/05/2026	SAFETY-KLEEN SYSTEMS,	16G PARTS WASHER SOLVENT	237.42
06052026	06/05/2026	SOLERO, HELEN	FIRE ESCROW WITHHOLDING REMAINING FUNDS	2,878.97
55396	06/05/2026	SONAR SOFTWARE	FIBERNET CUSTOMER MANAGEMENT SOFTWARE MA	2,164.50
3631	06/05/2026	SOYSOLV BIOSOLVENTS LL	SOYSOLV ASPHALT RELEASE AGENT 55 GAL DRU	1,315.00
05012026	06/05/2026	SPARTAN STORES, LLC	CUST NO. 021063 REC CARE & PLAY SUPPLIES	70.06
2482205	06/05/2026	STANTEC CONSULTING MIC	WATER RELIABILITY STUDY 10/31/25	1,816.00
2542897	06/05/2026	STANTEC CONSULTING MIC	WATER RELIABILITY STUDY 3/6/26	2,891.75
2542899	06/05/2026	STANTEC CONSULTING MIC	IPP IMPLEMENTATION SUPPORT 3/6/26	4,681.00
2531023	06/05/2026	STANTEC CONSULTING MIC	FINANCIAL SERVICES SUPPORT 2/13/26	1,168.75
2542898	06/05/2026	STANTEC CONSULTING MIC	SEWER FLOW MONITORING 3/6/26	14,441.00
2544351	06/05/2026	STANTEC CONSULTING MIC	WATER RATE STUDY ANALYSIS 3/20/26	2,008.08
2544360	06/05/2026	STANTEC CONSULTING MIC	WASTEWATER RATE STUDY ANALYSIS 3/20/26	2,334.71
R306074834:01	06/05/2026	STOOPS FREIGHTLINER	DOT INSPECTION VEHICLE #320	232.00
R306074835:01	06/05/2026	STOOPS FREIGHTLINER	DOT INSPECTION VEHICLE #321	232.00
R306074836:01	06/05/2026	STOOPS FREIGHTLINER	DOT INSPECTION VEHICLE #1044	232.00
R306074662:01	06/05/2026	STOOPS FREIGHTLINER	REPAIR & DOT INSPECTION VEHICLE #329	1,678.86
R306074663:01	06/05/2026	STOOPS FREIGHTLINER	REPAIR & DOT INSPECTION VEHICLE #327	624.07
R306074833:01	06/05/2026	STOOPS FREIGHTLINER	DOT INSPECTION VEHICLE #1034	232.00
X306284972:01	06/05/2026	STOOPS FREIGHTLINER	KIT-2 FITTINGS RADIATOR, MOBIL FLUID DEL	218.35
R306074665:01	06/05/2026	STOOPS FREIGHTLINER	REPAIR & DOT INSPECTION VEHICLE #1045	959.66
12879	06/05/2026	THE FLAGPOLE COMPANY	GRAND STREET PARK FLAGPOLE & INSTALLATIO	4,039.90
BC-PSINV047419	06/05/2026	THERMALNETICS, INC.	3 YEAR HVAC SERVICE AGREEMENT (YEAR 3) M	1,040.58
27448	06/05/2026	TIRE CITY AUTO REPAIR	NEW TIRES & INSTALL POLICE VEHICLE M-2	874.84
27596	06/05/2026	TIRE CITY AUTO REPAIR	NEW TIRES & INSTALL POLICE VEHICLE M-5	731.67
320	06/05/2026	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 5/25/26 - 5/29/2	4,788.00
DRO006362	06/05/2026	TRUCK & TRAILER SPECIA	REPAIR TAILGATE LATCH ASSEMBLY #328	625.00
INV01041042	06/05/2026	USABLUEBOOK	HACH DPD FOR 10ML SAMPLE 100/PK, POWDER	310.80
1871	06/05/2026	V & V ASSESSING LLC	ASSESSING SERVICES JUNE 2026	5,200.00
401095	06/05/2026	VIEW NEWSPAPER GROUP	ACCOUNT ID: 100527 NEWSPAPER ADS APRIL 2	5,585.00
57129	06/05/2026	VILLA ENVIRONMENTAL CO	AIRPORT QUARTERLY OPERATOR INSPECTION 5/	200.00
239981	06/05/2026	VISION METERING, LLC	VISION ELECTRIC METERS	11,693.00
6368446	06/05/2026	VITAL RECORDS CONTROL	MRLEC SHRED SERVICE APRIL 2026	106.60
1812	06/05/2026	VOLTAGE TOOLS AND TEST	GLOVE TESTING	1,869.00
10734	06/05/2026	WATERSOLVE, LLC	TREATMENT CHEMICAL - POLYMER	14,040.00
34456	06/05/2026	WEST SHORE SERVICES, I	SERVICE CALL FOR WARNING SIRENS FAILURE	1,205.28
34508	06/05/2026	WEST SHORE SERVICES, I	2026 ANNUAL INSPECTION & MAINTENANCE OF	2,125.00
0634677	06/05/2026	WJE WISS, JANNEY, ELS	PROFESSIONAL SERVICES FOR BROOKS FOUNTAI	5,473.50
0637038	06/05/2026	WJE WISS, JANNEY, ELS	PROFESSIONAL SERVICES FOR BROOKS FOUNTAI	1,877.50
0639481	06/05/2026	WJE WISS, JANNEY, ELS	PROFESSIONAL SERVICES FOR BROOKS FOUNTAI	1,157.50
0641396	06/05/2026	WJE WISS, JANNEY, ELS	PROFESSIONAL SERVICES FOR BROOKS FOUNTAI	6,986.25
04292026	06/05/2026	WOW! BUSINESS	ACCT NO. 274877501 FIRE STATION	154.71
GRAND TOTAL:				336,761.14



MICHIGAN SOUTH CENTRAL POWER AGENCY

168 DIVISION STREET

COLDWATER, MICHIGAN 49036

PHONE (517) 279-6961

FAX (517) 279-6969

INVOICE MONTH: May, 2026

INVOICE DATE: 6/15/2026

DUE DATE: 6/29/2026

TOTAL AMOUNT DUE: \$852,589.78

MARSHALL CITY ELECTRIC DEPARTMENT

323 WEST MICHIGAN AVENUE

MARSHALL, MICHIGAN 49068

ATTN: KEVIN MAYNARD

MSCPA Member Power Billing - May, 2026

Total Power Charges: \$658,849.74

Transmission / Capacity / Ancillary Services: \$148,023.20

Total Other Charges: \$10,994.81

Total Miscellaneous Charges: \$34,722.03

TOTAL CHARGES \$852,589.78

NOTE: PLEASE SEE ENCLOSED BACKUP FOR ADDITIONAL DETAIL

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

Notes: _____

DETAIL INFORMATION OF POWER CHARGES - May, 2026

Marshall

FOR THE MONTH OF:	May, 2026	Total Metered Load kWh:	11,290,301
TIME OF AGENCY PEAK:	05/18/2026 @ H.E. 12:00	AGENCY PEAK kW:	117,429
		MEMBER SHARE OF AGENCY PEAK kW:	25,149
TIME OF MUNICIPAL PEAK:	05/18/2026 @ H.E. 13:00	MUNICIPAL PEAK kW:	25,382
TIME OF TRANSMISSION PEAK (CONS)	5/18 HE13	AGENCY TRANSMISSION PEAK kW (INC. LOSSES):	114,678
		MEMBER SHARE OF TRANS PEAK kW (INC. LOSSES):	26,062

Marshall Resources

Menominee Hydro				
Energy Charge:	\$0.049000	/ kWh *	311,678 kWh =	\$15,272.25
Demand Charge				\$515.38
Subtotal	\$0.050654	/ kWh *	311,678 kWh =	\$15,787.63
Oconto Falls Hydro				
Energy Charge:	\$0.048000	/ kWh *	426,480 kWh =	\$20,471.02
Demand Charge				\$213.44
Subtotal	\$0.048500	/ kWh *	426,480 kWh =	\$20,684.46
AMP Hydro CSW				
Demand Charge:	\$6.811680	/ kW *	2,798 kW =	\$19,059.08
Energy Charge:	-\$0.002659	/ kWh *	1,211,473 kWh =	-\$3,221.65
Capacity Credit:	\$4.069921	/ kW *	-2,798 kW =	-\$11,387.64
REC Credit (Estimate)				-\$8,234.32
Debt Service				\$168,996.75
Rate Levelization				\$3,212.22
Subtotal	\$0.139024	/ kWh *	1,211,473 kWh =	\$168,424.43
AMP Fremont Energy Center				
Demand Charge:	\$6.471587	/ kW *	8,964 kW =	\$58,008.21
Energy Charge:	\$0.021951	/ kWh *	4,567,544 kWh =	\$100,261.92
Capacity Credit:	\$6.994632	/ kW *	-8,964 kW =	-\$62,696.53
Debt Service				\$44,060.60
Energy Adj for Prior Month				\$101.18
Subtotal	\$0.030593	/ kWh *	4,567,544 kWh =	\$139,735.38
Settlement of AFEC at Fremont Bus LMP (PJM)				
Energy Charge:	\$0.035512	/ kWh *	-4,567,544 kWh =	-\$162,200.42
Subtotal	\$0.035512	/ kWh *	-4,567,544 kWh =	-\$162,200.42
Meldahl Hydro				
Demand Charge:	\$5.500675	/ kW *	844 kW =	\$4,642.57
Energy Charge:	\$0.003393	/ kWh *	321,506 kWh =	\$1,091.00
Capacity Credit:	\$4.865225	/ kW *	-844 kW =	-\$4,106.25
REC Credit (Estimate)				-\$7,716.14
Debt Service				\$29,794.32
Rate Levelization				\$2,027.76
Subtotal	\$0.080040	/ kWh *	321,506 kWh =	\$25,733.26
Settlement of Meldahl Hydro at Meldahl Bus LMP (PJM)				
Energy Charge:	\$0.042963	/ kWh *	-321,506 kWh =	-\$13,812.71
Subtotal	\$0.042963	/ kWh *	-321,506 kWh =	-\$13,812.71
Greenup Hydro				
Demand Charge:	\$10.851549	/ kW *	639 kW =	\$6,934.14
Energy Charge:	\$0.005180	/ kWh *	177,515 kWh =	\$919.56
Capacity Credit:	\$3.093881	/ kW *	-639 kW =	-\$1,976.99
REC Credit (Estimate)				-\$1,952.66
Debt Service				\$11,993.27
Rate Levelization				\$387.64
Subtotal	\$0.091851	/ kWh *	177,515 kWh =	\$16,304.96
Settlement of Greenup Hydro at Greenup Bus LMP (PJM)				
Energy Charge:	\$0.041968	/ kWh *	-177,515 kWh =	-\$7,449.95
Subtotal	\$0.041968	/ kWh *	-177,515 kWh =	-\$7,449.95
Prairie State				
Demand Charge:	\$15.461623	/ kW *	1,990 kW =	\$30,768.63
Energy Charge:	\$0.006705	/ kWh *	1,407,703 kWh =	\$9,438.13
Capacity Credit:	\$6.717080	/ kW *	-1,990 kW =	-\$13,366.99
Debt Service	\$24.532722	/ kW	1,990 kW	\$48,820.12
Transmission from PSEC to PJM/MISO	\$0.002664	/ kWh	1,407,703 kWh	\$3,749.78
Subtotal	\$0.056411	/ kWh *	1,407,703 kWh =	\$79,409.67
Settlement of Prairie State at PJM:MISO LMP (PJM)				
Energy Charge:	\$0.033531	/ kWh *	-1,407,703 kWh =	-\$47,202.19
Subtotal	\$0.033531	/ kWh *	-1,407,703 kWh =	-\$47,202.19
Everygy 2022-2029 7x24 Ind Hub				
Demand Charge:			1,000 kW	
Energy Charge:	\$0.042750	/ kWh *	744,000 kWh =	\$31,806.00
Net Congestion and Losses:	-\$0.002444	/ kWh *		-\$1,818.62
Subtotal	\$0.040306	/ kWh *	744,000 kWh =	\$29,987.38
BTM MI CAT Project				
Demand Charge:	\$3.686167	/ kW *	10,000 kW =	\$36,861.67
Energy Charge:	\$0.099734	/ kWh *	122,279 kWh =	\$12,195.38
Debt Service	\$8.375188	/ kW	10,000 kW	\$83,751.88
Subtotal	\$1.086112	/ kWh *	122,279 kWh =	\$132,808.93

DETAIL INFORMATION OF POWER CHARGES - May, 2026

Marshall

BTM MI CAT Generation Settlement				
Energy Charge:	\$0.214173	/ kWh *	-122,279 kWh =	-\$26,188.90
Subtotal	\$0.214173	/ kWh *	-122,279 kWh =	-\$26,188.90
Municipal Owned Generation - Hydro				
Energy Charge:			130,851 kWh	\$0.00
Subtotal	\$0.000000	/ kWh *	130,851 kWh =	\$0.00
Municipal Owned Generation - Diesel (Scheduled)				
Energy Charge:			0 kWh	\$0.00
Subtotal	\$0.000000	/ kWh *	0 kWh =	\$0.00
Less Municipal Owned Generation - Diesel (Scheduled)				
Energy Charge:			0 kWh	\$0.00
Subtotal	\$0.000000	/ kWh *	0 kWh =	\$0.00
Plus Actual Municipal Generation - Diesel				
Energy Charge:			21,532 kWh	\$0.00
Consumers Monthly Customer Charge				\$165.09
Consumers Monthly Gas Charge				\$2,720.60
May, 2026 monthly gas usage was 361 MMBTU				
May, 2026 monthly gas rate was \$ 7.536 per MMBTU				
Subtotal	\$0.134016	/ kWh *	21,532 kWh =	\$2,885.69
Generation Deviation from Schedule - Diesel (RT Sale)				
Energy Charge:	\$0.063262	/ kWh *	-21,532 kWh =	-\$1,362.19
Subtotal	\$0.063262	/ kWh *	-21,532 kWh =	-\$1,362.19
Generation Deviation from Schedule - Diesel (RT Purch)				
Energy Charge:			0 kWh	\$0.00
Subtotal	\$0.000000	/ kWh *	0 kWh =	\$0.00
MISO Market Power				
On Peak Energy Charge: (M-F HE 08-23 EDT)	\$0.035510	/ kWh *	4,402,598 kWh =	\$156,334.37
Off Peak Energy Charge:	\$0.031741	/ kWh *	4,063,220 kWh =	\$128,969.95
Subtotal	\$0.033701	/ kWh *	8,465,818 kWh =	\$285,304.32
Total Demand Charges:				\$195,311.90
Total Energy Charges:				\$463,537.85
Total Power Charges:			11,290,301 kWh	\$658,849.74
TRANSMISSION / CAPACITY / ANCILLARY SERVICES:				
MISO Transmission Charges (breakdown attached)				\$72,018.60
MISO Capacity Charges (breakdown attached)				\$53,467.61
MISO ancillary services, ARRs and FTRs (breakdown attached)				\$22,536.99
TRANSMISSION / CAPACITY / ANCILLARY SERVICES TOTAL:				\$148,023.20
OTHER CHARGES:				
AMP Dispatch Center Charges:	\$0.000348	/ kWh *	11,290,301 kWh =	\$3,929.18
AMP Service Fee Part A,				
Based on Annual Municipal Sales	\$0.000229	/ kWh *	131,254,566 kWh 1/12 =	\$2,504.77
SFA Adjustment for January-April 2026				-\$328.39
AMP Service Fee Part B,				
Energy Purchases	\$0.000580	/kWh *	8,429,741 kWh =	\$4,889.25
TOTAL OTHER CHARGES:				\$10,994.81
MISCELLANEOUS CHARGES:				
MSCPA Administration Charges (breakdown attached)				\$16,956.57
Marshall ESPP 2026-2029 obligation @ \$1.400 /MWh x 135,556.6 MWh / 12				\$15,814.94
Transmission Entitlement Payment to Union City 47 of 96				\$1,950.52
TOTAL MISCELLANEOUS CHARGES:				\$34,722.03
GRAND TOTAL POWER INVOICE:	\$0.07552	/kWh *	11,290,301 kWh =	\$852,589.78

ITEM: 7.C

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
William Dopp, Finance Director/ City Treasurer
DATE: June 15, 2026
SUBJECT: **BUDGET AMENDMENTS - FOURTH QUARTER FY2026**

Public Act 2 of 1968, commonly known as the Uniform Budgeting and Accounting Act, requires an amendment to the adopted budget when it is determined that actual budget projections will differ from those originally anticipated. Each quarter, staff reviews revenues and expenditures and prepares an amended budget resolution to more accurately reflect actual operating costs and associated revenues. Any amounts shown in parentheses in the “change” column indicate a negative budget impact. For example, a revenue amount shown in parentheses indicates revenues are projected to be lower than originally budgeted.

The following is a summary of the recommended budget amendments:

General Fund (Fund 101):

- Miscellaneous Revenue requires an increase of \$50,000 for reimbursements related to the MAJOR Campus project.
- City Council needs a small increase of \$400 for travel expenses.
- The City Manager budget requires an increase of \$9,290 for training-related expenses.
- City Assessor budget calls for an expenditure increase of \$7,500 for assessment notice mailing, and sketch software.
- The Non-Departmental budget requires an increase of \$65,000 due to the implementation of Bronson Helpnet, and increased expenses for community events such as the Christmas Parade. \$40,000 transfer to Airport for Capital.
- City Hall budget needs a \$20,000 increase for increased part-time salaries, and a new AC unit.
- City Attorney Fees require an expenditure increase of \$55,000. \$50,000 of that is associated with MAJOR Campus expenses. This increase is offset by the related revenue increase noted above.
- The Human Resources Department requires a \$3,500 increase related to increased social security and IT costs.
- The Police budget expenses, related to the funding of new recruits, require an increase of \$119,000. A portion of these expenses were offset by State grants.
- Dispatch Operations requires a \$4,000 increase due to servicing and the annual inspection of the sirens.
- The Fire budget calls for an expenditure increase of \$105,000 due to the reallocation of SAFER employees to the general fund.
- The Compost Department requires a \$1,500 expenditure increase for vehicle rental costs.

- Cemetery needs an increase of \$50,000 due to increased payroll and equipment rental after multiple storms called for major cleanup efforts.
- PSB Operations require an expenditure increase of \$29,000 caused by extremely high gas utility bills, as well as increased insurance.
- The Parks budget requires an increase of \$23,500 due to the trust fund grant application, and increased park maintenance and supplies.

Farmers Market (Fund 211):

This budget amendment of \$5,500 is needed to account for unbudgeted Social Security expenses, music and restroom costs, as well as expanded programming expenses.

Leaf, Brush, & Trash (Fund 226):

A budget amendment of \$66,000 is required to account for increased costs due to prolonged leaf disposal, and additional storm cleanups. Additionally, increased bulk pickup charges over previous years due to the approval of the new Granger contract.

Federal Grant Fund - SAFER (Fund 246):

This amendment increases the revenue and expenditure budget by \$42,000 each. All expenses are reimbursed.

Building Inspection Fund (Fund 249):

This amendment increases the revenue and expenditure budget by \$177,000 for MAJOR Campus inspections. An additional \$23,000 is needed for other inspection services.

Airport Fund (Fund 295):

Increase the budget by \$19,000 for fuel and contracted mowing services.

BUDGET IMPACT:

As detailed by the information included in this Administrative Report.

RECOMMENDATION:

Approve Resolution 2026-18, A Resolution to amend the FY 2026 Budget.

CITY OF MARSHALL, MICHIGAN
 RESOLUTION #2026.18
THE CITY OF MARSHALL
AMENDED GENERAL APPROPRIATION ACT RESOLUTION
July 1, 2025 – June 30, 2026

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL that the revenues and expenditures for the fiscal year, commencing July 1, 2025, and ending June 30, 2026, are hereby amended on a departmental and fund total basis per the attachment, summarized as follows:

	Revenues	Expenditures
General (Fund 101)	50,000	492,690
Miscellaneous Revenue	50,000	-
City Council		400
City Manager		9,290
City Assessor		7,500
Non-Departmental		65,000
City Hall		20,000
City Attorney		55,000
Human Resources		3,500
Police		119,000
Dispatch		4,000
Fire		105,000
Compost		1,500
Cemetery		50,000
PSB Operations		29,000
Parks		23,500
Farmers Market (Fund 211)		5,500
Leaf, Brush, & Trash Fund (Fund 226)		66,000
Federal Grant Fund - SAFER (Fund 246)	42,000	42,000
Building Inspection Fund (Fund 249)	177,000	200,000
Airport Fund (Fund 295)		19,000

BE IT FURTHER RESOLVED, the use of prior year's fund balance/net position reserves is not reflected in a Fund's revenue figure above, and that the source of funding for a Fund's Net Loss/(Deficit) shall be the use of prior year's fund balance/net position reserves.

Resolution declared adopted this 15th day of June, 2026.

Michelle Eubank, City Clerk

I, Michelle Eubank, being duly sworn as the City Clerk 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 June 15, 2026, and that said meeting was conducted and that the minutes of said meeting were kept and will be or have been made available.

Michelle Eubank, City Clerk

ITEM: 7.D

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
DATE: June 15, 2026
SUBJECT: **COLLECTIVE BARGAINING AGREEMENT - POLICE PATROL**

Following a negotiation session on May 5, 2026, the City of Marshall and the Police Officers Labor Council, Patrol Officers Division, reached a tentative agreement for a three (3) year employment contract. On May 21, 2026, the City was notified that the Union membership approved the contract tentative agreement (TA).

Year one wage increases were based on comparable wages with other peer municipalities and classifications. For years two and three of the agreement, wages are set to increase by 3% and 3% respectively.

A summary of the additional changes (TA's), (such as earned time off (ETO), vacation leave, sick leave, holidays, light duty work, and how to recognize and allow for potential 10- or 12-hour shifts), being recommended for modification in the collective bargaining agreement is included as part of the administrative report.

BUDGET IMPACT:

The CBA will increase the FY27 Police Department budget from \$2,754,301 to \$2,829,642. A contingency was included in the General Fund budget to absorb these additional costs. Any necessary budget amendments will be presented to the City Council as part of a future quarterly budget report, if and when they become necessary.

RECOMMENDATION:

Approve the 2026-2029 City of Marshall Collective Bargaining Agreement, in substantial form, with the Police Officers Labor Council, Patrol Officers Division and authorize the City Manager and City Clerk to sign the necessary documents.

Final TA's Patrol Officer and City of Marshall

Proposal #1: Increase ETO max to 60 hours and cannot be used in same pay period as earned.

Section 5: All employees covered by this Agreement shall have the option to exchange any overtime hours worked for Earned Time Off (ETO) hours at the rate of time and one-half (1 ½). The scheduling of ETO time off shall be arranged in advance by the employee with their supervisor (shift commander, sergeant, deputy chief, or chief). A request for use of ETO may be denied if it would cause the number of employees scheduled to be on duty on the particular shift to fall below staffing for the planned work or if the time off would be required to be filled by an employee at other than straight time rates. The city will not deny the use of ETO in an arbitrary or capricious manner. Non-emergency cancelation of ETO will not be made without 72-hour notice to the officer involved, unless mutually agreed upon.

ETO may accumulate to a maximum of ~~forty-eight (48) hours~~ sixty (60) hours and be carried from one fiscal year to the next. However, in June of each year, employees have the option to request to be paid for all or all but eight (8) hours of unused compensatory time. Payment will be made on or before the third Friday in July at the rate of pay in effect as of June 30 of that year.

- (a) Employees will be granted ETO on a first-come first-served basis. If a determination cannot be made which request was first, seniority shall rule.
- (b) New ETO hours cannot be used in the same pay period as they are earned.

Proposal #2a:

- Vacation schedule same as Personnel Manual
- No sick time earned for first 6 months (can use vacation hours for sick leave during this time)
- Me-too clause for any improvements to Personnel Manual

ARTICLE 10
VACATION LEAVE

Section 3: Vacation shall be accumulated on a pro-rata monthly basis based upon the employee's entitlement to annual vacation as set forth below. Vacation credit earned in one employment year shall be taken in the following employment year. "Employment Year" shall be based upon the anniversary of the employee's date of hire. An employee who completes the employment year shall receive vacation based on the following schedule:

<u>Completion of</u>	<u>Vacation Credit</u>
1-3 years Hire – 2 Years	80 hours
4-6 years 3 – 5 Years	136 hours
7-10 years 6 – 9 Years	152 hours
11-15 years 10 – 14 Years	176 hours
16-20 years 15 – 19 Years	200 hours
21 years and over 20+ Years	240 hours

If during the terms of this agreement City Council approves improvements to the vacation schedule in the Personnel Manual, the same improvements shall be added to the Patrol Agreement.

ARTICLE 11
SICK LEAVE

Section 1: Patrol Officers earn sick leave after ~~one full month~~ six full months of employment. Sick leave shall be accrued at the rate of 8 hours per month. Sick leave credit cannot be earned during a leave of absence without pay.

Proposal # 2b: Vacation carryover of 40 hours automatically

**ARTICLE 10
VACATION LEAVE**

Section 6: ~~Vacation leave may not be accumulated beyond the amount that can be earned in any one year following the preceding year's accumulation. Under certain conditions, special exceptions may be made by the City Manager.~~ A maximum of 40 hours of vacation time may be carried over into the next vacation year. All vacation hours over 40 hours that are not taken in the year it is earned will be forfeited.

Proposal #3a: Holiday Hours used in 2-hour increments

**ARTICLE 12
HOLIDAYS**

Section 1: The following are designated as holidays:

New Year's Day	Veterans Day
MLK Day	Thanksgiving Day
President's Day	Day following Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Fourth of July	Employee's Birthday
Labor Day	Employee's Anniversary Date of hire

If during the terms of this agreement City Council approves additional holidays to be added to the Personnel Manual, the same holidays shall be added to the Patrol Agreement.

Employees will be given a day of paid leave for each of the above fourteen (14) holidays per calendar year. Holiday leave may be taken at any time in the calendar year but must be used in half-shift increments (4hrs on 8s, 5hrs on 10s, 6hrs on 12s). ~~The above holidays may be taken at any time in the calendar year.~~ Requests for holidays must be put in writing and submitted to the supervisor at least seven (7) days prior to the requested leave, or less than seven (7) days if overtime is not created by the request. In the event the employee uses a holiday before the actual date and terminates employment with the City for any reason, the holiday pay will be deducted from the employee's final paycheck.

Section 2: ~~Any unused holidays Employees~~ shall be paid at four (4) hours straight time ~~he first pay period in January~~ for any half-shift holiday not taken in the prior calendar year. This payment will be made on the paycheck that includes pay for hours worked on January 1.

Proposal # 3b: Enhanced Holidays

Section 4: Employees who work on the recognized holiday shall be paid at the rate of one and one-half (1½) time the employees regular straight time hourly wage rate for all hours worked.

Proposal #4a: short-term and long-term disability insurance
Withdrawn

Proposal #4b: Light Duty Work

ARTICLE 20
MISCELLANEOUS

Section 15: Light Duty Work. The City of Marshall will follow the language in Police Policy 300-21 regarding Light Duty Work. The Union reserves the right to bargain over substantial changes or the removal of this policy.

Proposal #5: Paid Parental Leave

ARTICLE 14
OTHER LEAVE

Section 6: Paid Parental Leave. Employees shall be eligible for Paid Parental Leave as outlined in the City of Marshall Personnel Policy Manual.

Proposal #6: Record Retention

ARTICLE 20
MISCELLANEOUS

Section 9: File. Union member's personnel files shall be kept under the jurisdiction of the City of Marshall and the Human Resources Department and may consist of a paper file as well as electronic management system files. The City will allow only authorized personnel to read, view, have a copy of or in any way peruse in whole or in part a Union member's personnel file or any document which may become a part of his or her file. A member of the Union may view own personnel file as to its total content, except the background investigation report, upon request to the City's Human Resources Department. The City agrees not to divulge the contents of the employee's file without written release from the employee concerned.

Proposal #7a: FTO

**APPENDIX A
WAGES**

Section 3: Employees working as an FTO shall receive 1-hour of comp-time for each full shift spent training a new officer on an 8-hour schedule and 1.5 hour of comp-time for each full shift training a new officer on a 10-hour or 12-hour schedule.

Proposal #7b: Recruit Mentorship Program pay
Withdrawn

Proposal #7c: Education & Specialty Incentives
Withdrawn

Proposal #8: Seniority if rehired within 12 months
Withdrawn

Proposal #9: Adjustment of schedule for training
Withdrawn

Proposal #10: LOUs

- a. Rehire of retirees – **Keep as LOU**
- b. Sick leave and longevity – **incorporate into contract**
- c. Detective schedule/overtime – **replace with revised LOU**
- d. Lateral Transfer – **incorporate into contract**
- e. SRO – **Keep as LOU**
- f. Command Pay – **incorporate into contract**

LETTER OF AGREEMENT

This Letter of Agreement is entered into between the Police Officers Labor Council, Patrol Officer's Division (hereinafter "Union") and the City of Marshall (hereinafter "City"), collectively referred to as the Parties.

WHEREAS the City may assign a patrol officer to the temporary full duty assignment of detective for the purpose of conducting investigations;

WHEREAS the Parties' collective bargaining agreement does not define the temporary full duty assignment of detective, their schedule, or overtime availability;

WHEREAS the Union and the City agree that there is a need to define the work schedule for patrol officers assigned to the detective assignment and to determine the detective's availability for overtime assignments;

THEREFORE, the City and Union agree that

- The detective assignment is primarily Monday through Friday, normal working hours.
- The detective will have a fixed, weekday schedule with consecutive pass days. The Detective's work schedule shall be determined by the Detective Supervisor based on the operational needs of the Department, including but not limited to investigative demands, court schedules, and enforcement priorities. This schedule may differ from standard patrol shift assignments.
- Paid leave time for the detective assignment shall not count against any road patrol limitations on the number of employees permitted leave at any one time.
- The detective will not be mandated to work general road patrol assignments during their regularly scheduled work hours.
- The detective shall be considered available for all overtime opportunities or mandated overtime, outside of their regularly scheduled work hours, in accordance with the collective bargaining agreement.
- If the total number of sworn patrol officers falls below seven (7), not including the temporary full duty assignments (Detective & SRO), the Detective will be reassigned back to road patrol. The detective will maintain their schedule until the next shift bid unless changes are mutually agreed upon.
- All other terms and conditions of the collective bargaining agreement shall remain in effect.
- This letter of agreement shall remain in effect whenever there is a patrol officer assigned to the full-time temporary duty assignment of detective.
- In the event the Detective position includes code enforcement and marijuana enforcement duties, the Detective may not be ordered to work general road patrol overtime in accordance with Article 9, Section 3(d) of the Collective Bargaining Agreement unless a staffing emergency exists and no other road patrol personnel can be mandated to work.

ENTIRE AGREEMENT. The parties agree that there is no obligation on the part of the City to bargain further over this issue or any other issue that this letter of agreement represents.

Proposal #11: 10-hour shifts

**ARTICLE 9
WORKING HOURS**

Section 1: Work Day and Hours

- (a) For the purposes of pay and computation of overtime, the scheduled work period shall commence at 12:01 a.m. on Sunday and continue until 12:00 Midnight on Saturday fourteen (14) days later. Employees covered by this Agreement shall be required to be on duty 80 hours per 14 day pay period. The following shall remain status quo unless or until the parties mutually agree to alter the shift schedule and pattern of days off in accordance with section 2 of this article: Employees shall be required to be on duty a minimum of eight (8) consecutive hours during each scheduled duty day, excepting as excused by the City, and shall be required to be on duty a minimum of five (5) consecutive days (40 hours) per week, excepting as excused by the City.
- (b) Employees covered hereby shall receive a bi-weekly wage for their work as defined in Appendix A hereof.
- (c) Employees will be paid bi-weekly. City reserves the right to pay employees via direct electronic ACH bank payments into an account(s) as specified by the employee. For any payment made through direct electronic ACH bank payment, the employee will be provided, in writing, with detailed payroll information.

Section 2: Scheduling.

- (a) A schedule shall be posted once every three (3) months to determine the normal workdays and hours, including all scheduled days off, for every member of the bargaining unit. Such schedule shall be posted fourteen (14) days prior to the first of the month of required posting. The following shall remain status quo unless or until the parties mutually agree to alter the shift schedule and pattern of days off in accordance with subsection (b) of this article:
 - The schedule shall include ten (10) days of work with four (4) days off during a two-week pay period, and not less than two (2) consecutive days off at a time. Normally, the schedule will consist of five (5) consecutive days of work with two (2) consecutive days off.
- (b) Upon mutual agreement of the Employer and the Union, any full-time employee or group of full-time employees may be scheduled for:
 - eight (8) hour days
 - ten (10) hour days
 - twelve (12) hour day, or
 - any other pattern of hours and days mutually agreed upon by the Employer and the Union.

Changes may be made in the posted shift schedule by the Chief of Police as may be required to meet the needs of the department; however, the City will not change any employee schedule in order to avoid payment of overtime, or for the purpose of reprimand or Union activity, unless requested by the employee.

Note: The City reserves the right to change the assignment/schedule of any employee under the following circumstances:

- (a) Schedule adjustment for attending schools or training
- (b) Emergencies
- (c) Sick leave - if the City is given more than three (3) days' notice of sick time.

Section 2A: Non-emergency schedule adjustments will not be made without a 72-hour notice to the officers involved, unless mutually agreed upon.

Section 2B: An employee may select a bid for the shift schedule based on seniority. Such bid for a posted schedule shall be in writing to the Chief of Police no less than seven (7) days prior to the implementation of the posted schedule. If the bidding results in two officers with less than two (2) years seniority assigned to the same shift, the Chief may make revisions in the schedule. The Chief may have the option, however, to make assignments to shifts regardless of seniority in order to take advantage of the special training and skills of an individual employee or to make special assignments of a temporary nature if the individual employee agrees to the assignments.

Determination of the starting time of the daily, weekly and monthly work schedule shall be made by the City. Should it be necessary in the interest of emergency or efficiency, the employee shall work such overtime hours as shall be required by the City. Employees are expected to complete a definite assignment even though it requires additional hours over the standard duty day. In cases of emergency, employees shall return to duty when requested by the Chief of Police or City Manager. Any shift schedule to start before midnight is considered to be the shift for that day in which the shift begins.

Section 3: An employee shall receive overtime pay at the rate of one and one-half (1-1/2) times the normal base hourly rate under the following conditions:

- (a) Daily -- all work performed in excess of **the scheduled** eight (8), **ten (10), or twelve (12)** consecutive regular hours in any twenty-four (24) hour period except at times of shift change.
- (b) Periodically -- all work performed in excess of ~~forty (40)~~ **eighty (80)** hours in any ~~five (5)~~ **fourteen (14)** consecutive day ~~work-week~~ **pay period** except at times of shift change.

- (c) The overtime rate shall be one and one-half (1-1/2) times the employee's normal base hourly rate, including premium.
- (d) Opportunities to work overtime, if available at the City's discretion, shall be distributed as equally as possible among the Patrol Officers, provided the Patrol Officers are fully qualified to perform the work required. Overtime postings will be awarded based on Patrol Officer overtime totals on the overtime list, with the lowest officer on the list being awarded the overtime. Bargaining Union Seniority will be used as a tie breaker. Overtime call/text outs will be offered and awarded on a first come first serve basis (following a 15-minute response window). Available overtime shall be offered to all full-time Patrol Officers capable of performing said overtime before any part-time Patrol Officer is offered said overtime.
- (e) For the purpose of computing overtime, all hours paid will be considered time worked. Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.

To be added to the vacation leave section of the contract.

A day of scheduled vacation, personal, or holiday leave immediately before or after pass days will protect no more than two consecutive pass days. However, if all consecutive scheduled days between pass days are scheduled as vacation, personal, or holiday leave, the full block of leave shall be protected.

Proposal #12: Wages

7/1/2026	10.5% increase
7/1/2027	3.0% increase
7/1/2028	3.0% increase

T/A Union: Scott Eager Date: 5/21/26

T/A City: _____ Date: _____

COLLECTIVE BARGAINING AGREEMENT

CITY OF MARSHALL

and

POLICE OFFICERS LABOR COUNCIL
POLICE PATROL OFFICERS



July 1, 2026 - June 30, 2029

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AGREEMENT

THIS AGREEMENT is entered into between the CITY OF MARSHALL, Michigan, hereinafter referred to as the "City", and the POLICE OFFICERS LABOR COUNCIL Patrol Officer's Division, hereinafter referred to as the "Union".

ARTICLE 1 **PURPOSE AND INTENT**

Section 1: It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages and conditions of employment. The parties recognize that the interest of the community and job security of the employees depend upon the City's success in establishing a proper service to the community.

ARTICLE 2 **RECOGNITION - EMPLOYEES COVERED**

Section 1: The City recognizes the Union as the exclusive collective bargaining representative for all regular full-time sworn employees of the Police Department of the City of Marshall whose positions are classified as patrol officer, excluding all other employees in this Department.

The City shall not enter into any other agreements with the employees in this bargaining unit, individually or collectively, which in any way conflicts with the provisions hereof.

Section 2: Employees within the bargaining unit may be represented by a Union representative for each work shift. The Union shall furnish the City with a list of representatives' names and their assigned work areas and shall keep the list current at all times. Alternate representatives may be appointed by the local Union president to serve in the absence of the regular representatives.

ARTICLE 3 **MANAGEMENT RIGHTS**

Section 1: The City, on its behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States, the City Charter and General Ordinances of the City of Marshall and any modifications made thereto and any resolutions passed by City elected officials. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished by or are consistent with this Agreement, are reserved to

and remain vested in the City, including but without limiting the generality of the foregoing the right:

- (a) To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, materials or methods of operation.
- (b) To introduce new equipment, methods, machinery or processes; change or eliminate existing equipment, methods, machinery or processes; change or eliminate existing equipment and institute technological changes; decide on materials, supplies, equipment and tools to be purchased.
- (c) To subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities consistent with this Agreement.
- (d) To determine the number, location and type of facilities and installations.
- (e) To determine the size of the work force and increase or decrease its size consistent with this Agreement.
- (f) To hire, assign, lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or work day consistent with this Agreement.
- (g) It is further agreed that in emergency situations, the City shall have the discretion of employing or authorizing any person or persons to perform any duty, task or assignment normally delegated to employees covered under the terms of this Agreement in order to effectively cope with such an emergency situation.
- (h) To direct the work force, assign work, and determine the number of employees assigned to operations.
- (i) To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification and to establish wage rates for any new or changed classification.
- (j) To determine cleanup times, the starting and quitting time and the number of hours to be worked. PROVIDED, HOWEVER, that employees shall be allowed two (2) fifteen (15) minute breaks per day and a lunch period not to exceed forty (40) minutes. It is agreed that the lunch period and breaks will not be taken in a manner that interrupts the performance of duties or services by the employees.

- (k) To establish work schedules consistent with this Agreement.
- (l) To discipline and discharge employees for just cause.
- (m) To adopt, revise and enforce working rules and regulations and carry out cost and general improvement programs. It is understood that the reasonableness of any change in existing working rules and regulations shall be grievable by the employees through Step 2 only of the grievance procedure and that the decision of the City Manager shall be binding and permanent.
- (n) To transfer, promote and demote employees from one classification, department and shift to another.
- (o) To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

ARTICLE 4
UNION MEMBERSHIP and CHECK-OFF of UNION DUES

To the extent Federal and State laws permit, it is agreed that:

- (1) The Employer agrees to make Union dues deductions once each month from the pay of each employee who has authorized that such deductions be made as set forth in Subsection 3, until such time as the employee revokes the authorization by written notice to the Employer. The Employee shall notify the union promptly.
- (2) Each employee who becomes a member of the Union after July 1, 2020, must sign the Union's Membership Application and Dues Check-off Card.
- (3) In accordance with the June 27, 2018 Supreme Court Ruling in the Janus case, the Employer shall not make any Union dues deductions from any employee without written authorization from the employee. In the case of an employee who becomes a member after July 1, 2020, written authorization must be in the form of a signed and completed Membership Application and Dues Check-off Card. For an employee who became a member prior to July 1, 2020, the employer must have from the employee written authorization showing the employee's clear intent to participate in Union dues deductions.
- (4) Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

- (5) The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.
- (6) If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).
- (7) The Union agrees to defend, indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Union dues or in reliance on any list, notice, certification or authorization furnished under this section. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE 5

PUBLIC SECURITY

Section 1: The Union recognizes that strikes and work stoppages are illegal and contrary to public policy in Michigan and that strikes or work stoppages are detrimental to the public safety and welfare. The Union, therefore, agrees that there shall be no interruption of the services performed by employees covered by this Agreement for any cause within the control of the Union or its individual members, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket or cause other interference on the City's premises. The occurrence of any such acts as set forth hereinabove shall subject the violating employee or employees to discharge and/or other discipline at the discretion of the City. Such discharge or discipline shall be grievable under the terms of this Agreement only through Step 2 and decision of the City Manager shall be permanent and binding.

Section 2: The City agrees that during the term of this Agreement, it will not lock out the employees; PROVIDED, HOWEVER, that refusal to admit employees to the premises caused by the unwillingness of the employees to continue to work in a normal manner shall not be considered a lockout.

ARTICLE 6
PROBATION

Section 1: All new, permanent full-time Patrol Officers shall have a probationary period for the first twelve (12) months of employment. At the conclusion of the probationary period, the employee's name shall be added to the seniority list as of the last hire date. During the probationary period, the employee shall have no seniority status.

- (a) The Probationary period is for the purpose of enabling the City to determine if an employee has attributes, attitude and capabilities of becoming a permanent full-time employee. A probationary employee may be terminated for any reason at the discretion of the City during twelve (12) month probationary period.

ARTICLE 7
SENIORITY

Section 1: Seniority Definition

City-wide Seniority shall be defined as the total time elapsed since the employee's last date of hire with the City without a break in service and shall be used to determine an employee's longevity payments and vacation allotment.

Department Seniority shall be defined as the total time elapsed within the City of Marshall Police Department as a sworn officer. This definition shall be used for layoff and recall.

Bargaining Unit Seniority shall be defined as the total elapsed time within the bargaining unit since the employee's last date of hire. This definition of seniority shall be used for vacation selection, job vacancies and promotions, holiday selection, personal leave selection, shift bidding and all other areas where seniority is a consideration, except in those areas where city-wide or department seniority is the determining factor.

Section 2: Seniority will continue to accumulate during paid leave, including sick leave, personal leave, workers compensation and paid vacation. Except as otherwise provided, seniority will not terminate but will not accumulate during lay-off and unpaid leaves of absence in excess of thirty (30) calendar days.

Section 3: The City will maintain an up-to-date seniority list. An up-to-date copy of the seniority list provided by the payroll department will be posted on the bulletin board every twelve (12) months by the union steward. The names of all permanent, full-time employees who have completed their probationary periods shall be listed on the seniority list in the order of their last hiring date, starting with the senior employee at the top of the list. If two (2) or more employees were hired on the same day, their names shall appear on the seniority list alphabetically by the first letter of their last name. If two (2) or more

employees have the same last name, the same procedure shall be followed with respect to their first names.

Section 4: An employee shall lose status as an employee and seniority shall be terminated if the employee:

- (a) resigns or quits.
- (b) is discharged and not reinstated through the grievance procedure.
- (c) retires.
- (d) is convicted of a felony, a misdemeanor involving moral turpitude or O.W.I. (Decision to be entirely at the City's discretion).
- (e) has been on layoff for a period of time equal to seniority at the time of layoff or twenty-four (24) months, whichever is less.
- (f) is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation or disciplinary layoff, for three (3) consecutive working days without notifying the City, except when the failure to notify and work is due to circumstances beyond the control of the employee.
- (g) Subsections (d) and (f) shall be subject to the grievance procedure.

Section 5: If there is no command officer present on a shift, the most senior person shall act as the shift command officer. Such person shall receive two dollars (\$2.00) per hour additional pay for all hours worked on that basis. The person so designated shall have all the duties and responsibilities of a command officer. Calls to Chief, Deputy Chief and Command Officers shall be limited to emergencies only.

Section 6: Command Officers may utilize prior Patrol seniority to bump into the patrol ranks:

- in the event of a lay-off in the command unit, or
- if, during the probation period, the Chief, in his discretion, determines the Command Officer is not suited for the position, or
- if, during the probation period, the officer elects to return to the patrol unit.

ARTICLE 8
LAYOFF AND RECALL

Section 1: Layoff shall mean the separation of employees from the active workforce due to lack of work or funds. Layoffs shall not be in an arbitrary manner.

Section 2: If and when it becomes necessary to reduce the number of employees in the work force, probationary employees will be laid off first. Then employees shall be laid off in inverse department seniority order (provided the remaining employees have the ability to perform the remaining work without trial or training), and they shall be recalled in their order of department seniority.

Section 3: Employees to be laid off indefinitely shall be given at least seven (7) calendar day's prior notice.

Section 4: Employees returning from layoff shall be given a maximum of five (5) calendar days to report back to work after notice has been sent by certified mail to their last known address on record with the City.

Section 5: It is agreed that in the event the City in its discretion, sub-contracts the normal police functions of the Marshall Police Department in its entirety, the parties, if requested, must negotiate through the collective bargaining process, the effects of such sub-contracting on the bargaining unit. This provision is inapplicable, however, to the sub-contracting or employment of non-bargaining unit persons to perform normal police functions at special events or in the event of an emergency.

Section 6: In the event the City in its absolute discretion deems it necessary, due to lack of work or funds, it shall use all reasonable efforts to lay off personnel rather than effectuate a change in the working hours or days of the workforce.

ARTICLE 9
WORKING HOURS

Section 1: Work Day and Hours

- (a) For the purposes of pay and computation of overtime, the scheduled work period shall commence at 12:01am on Sunday and continue until 12:00 midnight on Saturday fourteen (14) days later. Employees covered by this Agreement shall be required to be on duty 80 hours per 14 day period. The following shall remain status quo unless or until the parties mutually agree to alter the shift schedule and pattern of days off in accordance with section 2 of this article: Employees shall be required to be on duty a minimum of eight (8) consecutive hours during each scheduled duty day, excepting as excused by the City, and shall be required to be on duty a minimum of five (5) consecutive days (40 hours) per week, excepting as excused by the City.

- (b) Employees covered hereby shall receive a bi-weekly wage for their work as defined in Appendix A hereof.
- (c) Employees will be paid bi-weekly. City reserves the right to pay employees via direct electronic ACH bank payments into an account(s) as specified by the employee. For any payment made through direct electronic ACH bank payment, employee will be provided, in writing, with detailed payroll information.

Section 2: Scheduling.

- (a) A schedule shall be posted once every three (3) months to determine the normal work days and hours, including all scheduled days off, for every member of the bargaining unit. Such schedule shall be posted fourteen (14) days prior to the first of the month of required posting. The following shall remain status quo unless or until the parties mutually agree to alter the shift schedule and pattern of days off in accordance with subsection (b) of this article:
 - The schedule shall include ten (10) days of work with four (4) days off during a two-week pay period, and not less than two (2) consecutive days off at a time. Normally, the schedule will consist of five (5) consecutive days of work with two (2) consecutive days off.
- (b) Upon mutual agreement of the Employer and the Union, any full-time employee or group of full-time employees may be scheduled for:
 - eight (8) hour days,
 - ten (10) hour days,
 - twelve (12) hour days, or
 - any other pattern of hours and days mutually agreed upon by the Employer and the Union.

Changes may be made in the posted shift schedule by the Chief of Police as may be required to meet the needs of the department; however, the City will not change any employee schedule in order to avoid payment of overtime, or for the purpose of reprimand or Union activity, unless requested by the employee.

Note: The City reserves the right to change the assignment/schedule of any employee under the following circumstances:

- (a) Schedule adjustment for attending schools or training
- (b) Emergencies
- (c) Sick leave - if the City is given more than three (3) days' notice of sick time.

Section 2A: Non-emergency schedule adjustments will not be made without a 72-hour notice to the officers involved, unless mutually agreed upon.

Section 2B: An employee may select a bid for the shift schedule based on seniority. Such bid for a posted schedule shall be in writing to the Chief of Police no less than seven (7) days prior to the implementation of the posted schedule. If the bidding results in two officers with less than two (2) years seniority assigned to the same shift, the Chief may make revisions in the schedule. The Chief may have the option, however, to make assignments to shifts regardless of seniority in order to take advantage of the special training and skills of an individual employee or to make special assignments of a temporary nature if the individual employee agrees to the assignments.

Determination of the starting time of the daily, weekly and monthly work schedule shall be made by the City. Should it be necessary in the interest of emergency or efficiency, the employee shall work such overtime hours as shall be required by the City. Employees are expected to complete a definite assignment even though it requires additional hours over the standard duty day. In cases of emergency, employees shall return to duty when requested by the Chief of Police or City Manager. Any shift schedule to start before midnight is considered to be the shift for that day in which the shift begins.

Section 3: An employee shall receive overtime pay at the rate of one and one-half (1-1/2) times the normal base hourly rate under the following conditions:

- (a) Daily -- all work performed in excess of the scheduled eight (8), ten (10), or twelve (12) consecutive regular hours in any twenty-four (24) hour period except at times of shift change.
- (b) Periodically -- all work performed in excess of eighty (80) hours in any fourteen (14) consecutive day pay period except at times of shift change.
- (c) The overtime rate shall be one and one-half (1-1/2) times the employee's normal base hourly rate, including premium.
- (d) Opportunities to work overtime, if available at the City's discretion, shall be distributed as equally as possible among the Patrol Officers, provided the Patrol Officers are fully qualified to perform the work required. Overtime postings will be awarded based on Patrol Officer overtime totals on the overtime list, with the lowest officer on the list being awarded the overtime. Bargaining Union Seniority will be used as a tie breaker. Overtime call/text outs will be offered and awarded on a first come first serve basis (following a 15-minute response window). Available overtime shall be offered to all full-time Patrol Officers capable of performing said overtime before any part-time Patrol Officer is offered said overtime.

- (e) For the purpose of computing overtime, all hours paid will be considered time worked. Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.

Section 4: Any employee who completes the assigned shift and is released from duty shall receive, if called back to duty, a minimum of two (2) hours pay for duty at the rate of time and one-half (1-1/2). Call back shall include, but not be limited to, court appearance. Upon completion of this specific duty the employee shall be released from duty.

Section 5: All employees covered by this Agreement shall have the option to exchange any overtime hours worked for Earned Time Off (ETO) hours at the rate of time and one-half (1 ½). The scheduling of ETO time off shall be arranged in advance by the employee with their supervisor (shift commander, sergeant, deputy chief, or chief). A request for use of ETO may be denied if it would cause the number of employees scheduled to be on duty on the particular shift to fall below staffing for the planned work or if the time off would be required to be filled by an employee at other than straight time rates. The city will not deny the use of ETO in an arbitrary or capricious manner. Non-emergency cancelation of ETO will not be made without a 72-hour notice to the officer involved, unless mutually agreed upon.

ETO may be accumulated to a maximum of sixty (60) hours and be carried from one fiscal year to the next. However, in June of each year, employees have the option to request to be paid for all or all but eight (8) hours of unused compensatory time. Payment will be made on or before the third Friday in July at the rate of pay in effect as of June 30 of that year.

- (a) Employees will be granted ETO on a first-come first-served basis. If a determination cannot be made which request was first, seniority shall rule.
- (b) New ETO hours cannot be used in the same pay period as they are earned.

ARTICLE 10

VACATION LEAVE

Section 1: A seven (7) day written request, or less than seven (7) days if overtime is not created by the request, shall be given to the Chief of Police for approval. This will allow for development of the Patrol Officer's work and vacation schedules.

Section 2: All employees covered by this Agreement shall be eligible to accumulate and receive vacation leave benefits, with pay, within the limits prescribed herein. Vacation leave shall be based on length of continuous service. No vacation leave shall be earned by an employee during a leave of absence without pay. No employee shall be entitled to vacation leave credit until twelve (12) months of service have been completed at which time the earned vacation will be credited. An employee leaving the department for any reason shall receive vacation pay pro rata rounded to the nearest full day.

Section 3: Vacation shall be accumulated on a pro-rata monthly basis based upon the employee's entitlement to annual vacation as set forth below. Vacation credit earned in one employment year shall be taken in the following employment year. "Employment Year" shall be based upon the anniversary of the employee's date of hire. An employee who completes the employment year shall receive vacation based on the following schedule:

<u>Completion of</u>	<u>Vacation Credit</u>
Hire – 2 Years	80 hours
3 – 5 Years	136 hours
6 – 9 Years	152 hours
10 – 14 Years	176 hours
15 – 19 Years	200 hours
20+ Years	240 hours

If during the terms of this agreement City Council approves improvements to the vacation schedule in the Personal Manual, the same improvements shall be added to the Patrol Agreement.

Section 4: Scheduling of Vacation. Bargaining unit seniority will be the controlling factor in scheduling vacations. The vacation schedule will be established each year between October 1 and December 15 for the following year. During that time, each officer will sign up for vacation, and no more than two (2) officers may be scheduled for paid leave (vacation, holiday, or personal leave) at any one time. In case of conflicts, the officer with the most bargaining unit seniority will be given preference. Any changes to the vacation schedule after December 15 will be on a first come-first served basis.

After December 15th, once the "vacation schedule" has been created, more than two (2) officers may be scheduled for paid leave (vacation, holiday, or personal leave) at any one time, as long as the requested time off does not create overtime or adversely affect the department or staffing levels. No "shifting" of schedules shall be made to accommodate these requests. These requests, once approved and placed on the schedule, shall not be denied/canceled within 7 days of approved time off.

If the officer who has scheduled and been approved for vacation, including a minimum of five (5) contiguous pass days, is bumped from the shift or bids to a different shift, pursuant to Article 9, Section 2(b), the City will adjust the work schedule so the approved period remains intact. The adjustment of the officer's work schedule to accommodate the previously approved vacation will not result in any other officer losing a leave or pass day.

Except in the case of an emergency, officers shall not be ordered to work on their regularly scheduled pass days if the full shift before or the full shift after has been approved for time off (vacation, holiday, or personal leave). The pass days and the scheduled time off shall be put on the leave calendar and included in the daily limit of officers who can be scheduled off at any one time. The employee may be contacted and offered the work but

shall not be ordered if refused. A qualifying emergency shall be determined by the Chief of Police and/or their designee.

Section 5: The amount of vacation leave charged to an employee during leave shall be equal to the number of regularly scheduled hours the employee would otherwise have worked during the absence on such leave. Vacation shall be charged in not less than four (4) hour increments.

Section 6: A day of scheduled vacation, personal, or holiday leave immediately before or after pass days will protect no more than two consecutive pass days. However, if all consecutive scheduled days between pass days are scheduled as vacation, personal, or holiday leave, the full block of leave shall be protected.

Section 7: A maximum of 40 hours of vacation time may be carried over into the next vacation year. All vacation hours over 40 hours that are not taken in the year it is earned will be forfeited.

ARTICLE 11 **SICK LEAVE**

Section 1: Patrol Officers earn sick leave after six (6) full months of employment. Sick leave shall be accrued at the rate of eight (8) hours per month. Sick leave credit cannot be earned during a leave of absence without pay.

Section 2: Sick leave shall not be considered a privilege for use at the employee's discretion, but shall be allowed for the following reasons:

- a. Employee's or a family member's mental or physical illness, injury, health condition, or treatment of same
- b. Employee's or a family member's preventative medical care
- c. For various reasons (as listed in the Paid Medical Leave Act) if employee or family member is a victim of domestic violence or sexual assault
- d. If employee's primary workplace is closed by order of public health official due to a public health emergency
- e. If an employee needs to care for a child family member whose school or place of care was closed by public health official
- f. If it is determined by health authorities that the employee's or a family member's presence in the community would jeopardize health of others because of exposure to communicable disease

- g. Any other permissible use under the Paid Medical Leave Act
- h. For purposes of this Section, "family member" includes all of the following:
 - A biological, adopted or foster child, stepchild or legal ward, or a child to whom the eligible employee stands in loco parentis.
 - A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an eligible employee or an eligible employee's spouse or an individual who stood in loco parentis when the eligible employee was a minor child.
 - An individual to whom the eligible employee is legally married under the laws of any state.
 - A grandparent
 - A grandchild
 - A biological, foster, or adopted sibling

To receive compensation while on sick leave, the employee shall notify the immediate supervisor or the Chief of Police prior to the beginning of the assigned shift. This requirement may be waived at the Chief's discretion.

Section 3: When absence is more than three days, the employee shall be required to file a physician's certificate unless the Chief has personal knowledge of the employee's sickness or disability. In the event of absence of less than three (3) days, the City may require a physician's certificate indicating the nature of the reason for the absence in the event there is reason to suspect abuse of the sick leave benefit.

Section 4: The amount of sick leave charged to an employee during any leave shall be equal to the number of regularly scheduled hours the employee would otherwise have worked during the absence on such leave.

Section 5: Any unused portion of the earned sick leave becomes accumulative. This accumulation may be carried over from year to year. However, employees may not use more than one thousand four hundred and forty (1,440) hours of sick time per 12-month period.

Section 6: Upon termination of employment by reason of death or retirement, employees shall be paid a percentage of sick leave so accumulated up to a maximum of 960 accumulated hours. Employees hired prior to July 1, 2008 will be paid one-half (50%) of the sick leave so accumulated, and employees hired after July 1, 2008 will be paid twenty-five percent (25%) of the sick leave so accumulated.

Section 7: If, after ten (10) years of employment, in good standing, an employee hired prior to July 1, 2008 voluntarily leaves, quits or resigns employment with the City while in good standing and with proper notice (two weeks) and not as a result of discharge or discipline, said employee shall be paid the equivalent of 25% (1/4) of the accumulated sick leave up to a maximum of 960 accumulated hours. If, after 10 years of employment

an employee hired on or after July 1, 2008 voluntarily leaves, quits or resigns employment while in good standing and with proper notice (two weeks), and not as a result of discharge or discipline, said employee shall be paid a percentage of accumulated sick leave up to a maximum of 960 accumulated hours as follows:

10 years of service	10% of accumulated sick leave
11 years of service	11% of accumulated sick leave
12 years of service	12% of accumulated sick leave
13 years of service	13% of accumulated sick leave
14 years of service	14% of accumulated sick leave
15 years of service	15% of accumulated sick leave
16 years of service	16% of accumulated sick leave
17 years of service	17% of accumulated sick leave
18 years of service	18% of accumulated sick leave
19 years of service	19% of accumulated sick leave
20 years of service	20% of accumulated sick leave
21 years of service	21% of accumulated sick leave
22 years of service	22% of accumulated sick leave
23 years of service	23% of accumulated sick leave
24 years of service	24% of accumulated sick leave
25+ years of service	25% of accumulated sick leave

ARTICLE 12 **HOLIDAYS**

Section 1: The following are designated as holidays:

New Year's Day	Veterans Day
MLK Day	Thanksgiving Day
President's Day	Day following Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Fourth of July	Employee's Birthday
Labor Day	Employee's Anniversary Date of hire

If during the terms of this agreement City Council approves additional holidays to be added to the Personnel Manual, the same holidays shall be added to the Patrol Agreement.

Employees will be given a day of paid leave for each of the above fourteen (14) holidays per calendar year. Holiday leave may be taken at any time in the calendar year but must be used in half-shift increments (4hrs on 8s, 5hrs on 10s, 6hrs on 12s). Requests for holidays must be put in writing and submitted to the supervisor at least seven (7) days prior to the requested leave, or less than seven (7) days if overtime is not created by the request. In the event the employee uses a holiday before the actual date and terminates

employment with the City for any reason, the holiday pay will be deducted from the employee's final paycheck.

Section 2: Employees shall be paid at four (4) hours straight time for any half-shift holidays not taken in the prior calendar year. This payment will be made on the paycheck that includes pay for hours worked on January 1.

Section 3: An employee who does not work on the regularly scheduled work day immediately prior to or immediately following a holiday shall not be compensated for such holiday unless the absence was excused prior to the holiday by the Chief of Police

Section 4: Employees who work on the recognized holiday shall be paid at the rate of one and one-half (1½) times the employees regular straight time hourly wage rate for all hours worked.

ARTICLE 13 **INSURANCE**

Section 1: The City shall, for the duration of this contract, continue to provide health, medical and hospitalization insurance to its regular full-time employees and the employee's dependents. Said coverage shall be substantially equivalent to the coverage effective July 1, 2017. The City will follow the so-called "hard cap" requirements of Section 3 of the Publicly Funded Health Insurance Contribution Act (Act 152 of 2011) hereinafter referred to as the "Act" for the immediate future. Accordingly, the Employer will pay no more of the total annual costs including taxes and fees of the medical benefit plan than the amounts annually determined by the state treasurer pursuant to Section 3 of the Act. The Employees will pay the balance of those costs, if any. For purposes of this provision, total annual costs include the premium or illustrative rate of the medical benefit plan and all employer payments for reimbursement of co-pays, deductibles, and payments into health savings accounts, flexible spending accounts or similar accounts used for health care but does not include the costs of dental and vision and does not include beneficiary-paid copayments or beneficiary payments into health savings accounts, health reimbursement arrangements, flexible spending accounts or similar accounts used for health care. The determination by the City to continue to follow the requirements of Section 3, to elect to pay a maximum of eighty (80%) percent of the medical benefit plan costs pursuant to Section 4 or to exempt itself from the requirements of the Act for the next succeeding year shall be made by the Employer annually in its absolute discretion in accordance with the Act and shall be binding on the parties to this Agreement.

- (a) Employees hired prior to July 1, 2008, the employee and employer shall each contribute 50% of the premium for the Family Continuation Rider to be deducted from the employee's pay each pay period for as long as the Family Continuation Rider is in effect.

Employees hired after July 1, 2008 the employee shall contribute 100% of the premium for the Family Continuation Rider to be deducted from the employee's pay each pay period for as long as the Family Continuation Rider is in effect.

- (b) Notwithstanding the provisions of section 1 above, if the City elects, or by default is required, to pay a maximum of the amounts annually set by the State Treasurer pursuant to section 3 of the Act (PA 152) then employees will be required to pay the greater of either the total annual cost including taxes and fees over and above the so-called "hard cap" or the percentages of the total costs including taxes and fees as set forth in subsections (i) or (ii) below:
- i. Employees hired prior to July 1, 2011 shall pay twelve percent (12%) of the cost of health insurance premiums charged to the City for their coverage. Such payments will be made by payroll deduction. Employees may make such payment through the City's premium only cafeteria plan.
 - ii. Employees hired on or after July 1, 2011 shall pay twenty percent (20%) of the cost of health insurance premiums charged to the City for their coverage. Such payments will be made by payroll deduction. Employees may make such payment through the City's premium only cafeteria plan.
- (c) If an employee elects to waive his/her enrollment in the City's group health insurance plan, said employee shall receive forty percent (40%) of the monthly premium level that applies to the employee (single/two-person/family) paid monthly based on the insurance plan with the most active City of Marshall employees enrolled.

If an employee elects to drop his/her dependents or spouse from the City coverage, the employee shall receive forty percent (40%) of the premium savings paid monthly.

To be eligible, the employee must file an affidavit verifying he/she has coverage through another health insurance plan. Such affidavit shall be filed annually during open enrollment.

The employee shall have the right to re-join the City's group health insurance plan only during open enrollment or as a result of a qualifying event as defined by the health insurance carrier.

Section 2: The City of Marshall provides Vision Service Plan – 12 (VSP-12) optical insurance. A complete explanation of coverage is available through the Payroll and Benefits office. Employees shall pay the percentages of the total costs including taxes and fees as set forth below:

- (a) Employees hired prior to July 1, 2011 shall pay twelve percent (12%) of the cost of optical insurance premiums charged to the City of their coverage. Such payments will be made by payroll deduction. Employees may make such payments through the City's premium only cafeteria plan.
- (b) Employees hired on or after July 1, 2011 shall pay twenty percent (20%) of the cost of optical insurance premiums charged to the City for their coverage. Such payments will be made by payroll deduction. Employees may make such payments through the City's premium only cafeteria plan.

Section 3: The City agrees to continue dental insurance coverage substantively similar to that provided per the current patrol officer's agreement. Should the City wish, during the life of this Agreement, to change carriers, it may do so after consultation with the Union. The City agrees that a new carrier should provide the same overall coverage as presently exists, except by mutual agreement of the parties.

Section 4: A regular, full-time employee, upon completion of the probationary period, shall be entitled to group life insurance in the amount of \$50,000 with double indemnity.

Section 5: An employee injured on the job and receiving Worker's Compensation shall receive supplemental pay from the City for a period up to one (1) year from the time the Worker's Compensation payments begin. In no event shall combined payments be more than the employee's normal regular weekly salary.

- (a) All payments received during the last six (6) months of the above one (1) year period shall be calculated to relate to the employee's sick leave with the deduction being made from the employee's accumulated sick leave. In the event the employee has insufficient sick leave to cover this period of time, the above supplemental pay shall stop at the expiration of the available sick leave to be used for this purpose.

Section 6: The City shall furnish liability insurance, if practicable, to and including those standard limits customarily secured for other agencies similarly situated, protecting the employees in this bargaining unit from any and all liability that arises out of and in the course of their employment. Said insurance coverage shall include but not be limited to intentional torts and acts of negligence of the employee performed during his course of duty and shall further provide that said employee, if sued, shall be provided with an adequate defense and if any judgment is rendered against him, it shall be satisfied to the extent of the insurance coverage.

ARTICLE 14 **OTHER LEAVE**

Section 1: An employee will be granted up to 3 successive calendar days off with pay for the death of a member of the immediate family. For purposes of this Section, immediate family shall be defined as the employee's:

spouse, child, stepchild, mother, father, stepmother, stepfather, sister, stepsister, brother, stepbrother, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, spouse's grandmother, spouse's grandfather, grandchild, step grandchild.

If additional time off is needed beyond the days provided for a death in the immediate family, it may be granted by the City Manager. This time off will be charged to sick leave, vacation, personal time, holidays or ETO. If the employee does not have any paid leave remaining; the time off will be unpaid.

Other than immediate family, an employee may take up to two (2) normal working days from either the employee's accumulated vacation, sick leave, personal time, holidays or ETO. Anything beyond two days must be taken from vacation or personal time. If the employee does not have any paid leave remaining, the time off will be unpaid.

To qualify for bereavement, pay an employee may not be on leave of absence or layoff.

Section 2: Personal Leave. An employee is entitled to one (1) personal leave day per calendar quarter after reaching and maintaining 440 or more hours of accumulated sick leave in accordance with Article 11. An employee may not accumulate more than four (4) such personal leave days per year.

An employee's eligibility for personal leave days (i.e., the number of accumulated sick hours) shall be determined on the first day of each calendar quarter.

Section 3: Military Leave.

- (a) Employees who enter the military service of the United States shall be granted leaves of absence and reinstated to employment as required by applicable provisions of Act 263, PA of 1951, and any other applicable statutes.
- (b) All members of the bargaining unit who are members of the reserve or National Guard may have their pass leave days arranged to allow them to attend monthly or weekend meetings.

Section 4: Family and Medical Leave. The City of Marshall has endorsed the Family and Medical Leave Act which is fully set forth in the Personnel Manual. The parties agree to comply with the act and any mandated changes thereto. The parties agree to comply with the act and any mandated changes thereto. As part of the family or medical leave, the employee must first utilize any accumulated sick leave, vacation leave, and/or personal leave. Thereafter, if such paid leave has been exhausted, the remainder of the leave shall be unpaid.

Section 5: An employee on sick leave of absence or off work due to a compensable injury shall have the employer's portion of his/her health insurance premium paid for one (1) year while on leave by the City. The employee will be responsible for his/her portion of said premium.

Section 6: Paid Parental Leave. Employees shall be eligible for Paid Parental Leave as outlined in the City of Marshall's Personal Policy Manual

ARTICLE 15 **PROMOTIONS**

Section 1: A promotion within the bargaining unit shall be made on the basis of ability to perform the job and seniority. A promotion is defined as a position involving a higher rate of pay for the employee applying for the position. The City shall not be obligated to consider a request from an employee who has not submitted his request for promotion in writing. There shall be a competitive written examination each time a vacancy is to be filled.

Section 2: An employee who is promoted will assume the new responsibility on the effective date cited on the notice of promotion and will be granted the classification and rate of pay consistent with the promotion.

ARTICLE 16 **DISCIPLINARY ACTION**

Section 1: Discipline is primarily the responsibility of the first line supervisor. Discipline shall be positive, developmental, and progressive in nature. When the City feels that the positive, developmental and progressive discipline has not succeeded in solving the problem, further punishment and/or discharge may be necessary for alleged violations of departmental rules and regulations. Such punishment or discipline or discharge shall be imposed by the Chief or the Chief's designee.

Section 2: Whenever disciplinary action is taken against a Patrol Officer, the charges and specifications resulting in such discipline or discharge shall be reduced to writing and copies shall be furnished to the Union and to the employee against whom the charges are brought.

Section 3: Employees shall be permitted the presence of a Union steward if they so request at the time disciplinary action is initiated against the employee.

Section 4: In the event the employee believes that the discipline or discharge is not just, such shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the Chief or the Chief's designee within five (5) days after such disciplinary action is taken. An employee who receives disciplinary action such as discharge may file a written grievance within five (5) days after Step 2 of the grievance procedure.

Section 5: The employee against whom the charges have been made may be represented at any hearing by the Steward or another Union representative. The City may be represented at such hearing by the representative of its choice.

Section 6: In imposing any discipline, the City will not base its decision upon any infraction of department rules or regulations which occurred more than two years previously.

Section 7: In the event it should be decided, under the grievance procedure, that the employee was unjustly disciplined, the City shall reinstate the employee. Full compensation, partial or no compensation may be decided under the grievance procedure. Compensation, if any, shall be at the employee's regular rate of pay at the time of such discipline less any compensation earned by the employee during the period of time off work due to discipline.

Section 8: Probationary employees shall not be entitled to benefits and procedures herein provided in cases of disciplinary action.

Section 9: All disciplinary action shall be for just cause.

ARTICLE 17 **TRANSFERS**

Section 1: In the event of a newly created position within the bargaining unit, employees will be given the opportunity to transfer on the basis of qualifications, ability to perform the work and seniority.

ARTICLE 18
WAGE CLASSIFICATION

Section 1: While employed by the City, each regular full-time employee of the bargaining unit is designated as being in a wage classification corresponding to the length of service with the department. Step increases, as provided in Appendix A, shall be allowed each year for each member of the bargaining unit until the maximum limit, unless that member receives written notification from the Chief of Police outlining the reasons for not being allowed advancement. Such notification shall be received prior to the date set for such advancement, which shall be the date of hire for the employee. The written notification shall state the reasons and shall be reasonable and will be subject to the grievance procedure.

- (a) All employees shall be paid as outlined in Appendix A, unless a higher rate is approved by the City Manager.
- (b) Salary increases shall be made on the basis of performance and service and in the amounts and at the intervals as provided for in Appendix A.

ARTICLE 19
LONGEVITY PAY PROGRAM

Section 1: In addition to rates outlined in Article 18 and Appendix A, any employee hired prior to July 1, 2002, who has been continuously employed by the City for a period of not less than five (5) years shall receive \$2,000 longevity pay.

Section 2: All employees covered by this agreement having completed five (5) or more years of continuous service shall be eligible to receive longevity pay as follows:

5 years' service	\$ 500.00	11 years' service	\$1100.00
6 years' service	\$ 600.00	12 years' service	\$1200.00
7 years' service	\$ 700.00	13 years' service	\$1300.00
8 years' service	\$ 800.00	14 years' service	\$1400.00
9 years' service	\$ 900.00	15+ years' service	\$1500.00
10 years' service	\$1000.00		

Section 3: In order to be entitled to longevity pay under this Article, an employee must have completed five (5) years of service prior to November 1 of the current year. Longevity pay will be paid to eligible employees in one (1) lump sum on the first pay day in December of each year.

ARTICLE 20
MISCELLANEOUS

Section 1: Addresses and Telephone Numbers of Employees. Each employee covered hereby, whether on or off the active payroll, shall keep the City currently advised of correct mailing address and telephone number. The information will not be given out without the written consent of the employee.

Section 2: Resignation. Any employee covered hereby, who desires to resign, shall present the resignation in writing to the Chief of Police or the City Manager. The resignation must be submitted two (2) weeks, exclusive of earned vacation time, prior to the date it is to be effective. Any employee failing to give such proper notice may forfeit all leave benefits accrued under this Agreement.

Section 3: Effect of this Agreement. This Agreement supersedes any past practice otherwise not covered by this Agreement, and it supersedes any previous Agreement, verbal or written, between the City and any employee covered hereby.

Section 4: Waiver Clause. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, except as set forth in Article 8, Section 5, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, and with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 5: All employees will receive a service weapon issued by the Department.

Section 6: Save Harmless Clause. Should any provision or section or portion of this Agreement be held by a court of competent jurisdiction to be invalid, illegal or unconstitutional, such holding shall not be construed as affecting the validity of this Agreement as a whole or of any remaining portion.

Section 7: Conformance with State Law or Federal Law. If State or Federal law is amended on a mandatory basis that would affect any provisions in this Agreement, the Agreement shall be automatically amended to conform with the law on the effective date of such law.

Section 8: Bulletin Boards. The City will select and erect a bulletin board within the Police Department. The City will pay all costs for the purchase and erection of the bulletin board. The Union, exclusively, will maintain and monitor the Union bulletin board. The material

posted on said board shall be reviewed by Union representatives within the units (all labor council units within the City). The City reserves the right to remove offensive material which shall be subject to the grievance procedure

Section 9: Personnel File. Union member's personnel files shall be kept under the jurisdiction of the City of Marshall and the Human Resources Department and may consist of a paper file as well as electronic management system files. The City will allow only authorized personnel to read, view, have a copy of or in any way peruse in whole or in part a Union member's personnel file or any document which may become a part of his or her file. A member of the Union may view own personnel file as to its total content, except the background investigation report, upon request to the City's Human Resources Department. The City agrees not to divulge the contents of the employee's file without written release from the employee concerned.

Section 10: Jury Duty. If an employee is called upon for jury service during the regularly scheduled work day, jury duty leave shall be granted. If not selected and/or is not sitting on a jury the employee shall return to and perform the regularly scheduled work.

If selected to serve, the employee shall be paid the difference between the regular base rate of pay and the jury duty pay.

The City may request the court to excuse an employee from jury duty.

Section 11: Schools and Training. An employee who is required to attend an employment related school on the regularly scheduled work day will receive pay for the time in actual attendance and for travel time to and from the school or training. If the school or training is less than eight (8) hours, the employee shall return to the City and complete the remainder of the shift.

An employee who is required to attend a school on a non-work day shall be paid for time actually in attendance and for time spent in transit directly to and from same.

Section 12: AMERICANS WITH DISABILITIES ACT (ADA). The City and the Union agree to cooperate in an attempt to find a reasonable accommodation in order to allow a disabled applicant or employee to perform the essential functions of the position.

Section 13: Drug/Alcohol Testing. The Drug/Alcohol testing policy attached as Appendix B is incorporated in this Agreement in its entirety.

Section 14: To engage employees and improve morale, the City may hold employee recognition activities or events, including but not limited to employee appreciation picnic, holiday parties, issuance of employee recognition awards and/or payment, paid leave or other one-time benefits to employees in conjunction with these recognition events, activities or awards.

Section 15: Light Duty Work. The City of Marshall will follow the language in Police Policy 300-21 regarding Light Duty Work. The Union reserves the right to bargain over substantial changes to or the removal of this policy.

ARTICLE 21 **UNIFORMS**

Section 1: Uniforms. The City shall furnish all uniforms for employees as outlined below:

- Shirts - Three (3) long sleeve, three (3) short sleeve, and two (2) polo style training shirts
- Ties - Three (3)
- Duty Belt and accoutrements (Holster, Cuff Case, magazine holder, belt, etc.)
- Exterior Vest Cover and Vest with accoutrements
- Hat – one dress with badge, one winter cap, one baseball style hat

Section 2: The City shall maintain the above items in good, serviceable condition and shall replace such items at its discretion. The City shall arrange for a place that employees may take their uniforms for cleaning at the expense of the City.

Section 3: At the beginning of this agreement, the city will set aside an amount equal to \$150 per year of this contract for the purchase of footwear that must be worn on the job. The set aside will dissolve at the expiration of this contract. The employee must demonstrate proof of purchase to the Finance Department who will process the City's contribution through established account payable procedures. If an employee leaves employment of the City within 12 months of the purchase, the employee will reimburse the city for the allowance prorated on a monthly basis.

ARTICLE 22 **RETIREMENT**

Section 1: The employees shall be required to participate in the Municipal Employees' Retirement System (MERS) established pursuant to Act 427 P.A. 1984 as amended. The precise details of the coverage are available in the MERS handbook and the provisions of the statute. The provisions of this article are guidelines only and are intended merely to memorialize some of the substantive provisions of the Retirement System available to the employees. These provisions include:

- (a) F 50 at 25 (Full retirement at 50 years of age with 25 years of service with a waiver of reduction of benefits);
- (b) Benefit Program 3% (3% of employee's final average compensation multiplied by years and months of credited service);

- (c) FAC-3 (final average compensation is computed on the highest 36 consecutive months of earnings, divided by 3); and
- (d) Employee contribution - 8.79% of the employee's total, annual gross compensation.
- (e) Employees hired prior to May 8, 2023 shall follow the Defined Benefit Plan Adoption Agreement Addendum that is on file with MERS and was effective January, 2021, but will also include the stipend for health insurance opt out payment in their calculations.

Employees hired on or after May 8, 2023 shall follow the Defined Benefit Plan Adoption Agreement Addendum that is on file with MERS and was effective January, 2021 as written.

Section 2: HEALTH CARE SAVINGS PROGRAM

The post-employment Health Care Savings Program (HCSP) is an employer-sponsored savings account designed for you to set aside money to cover the escalating costs of post-employment health care for you and your spouse and/or legal dependents. Under the program, contributions are made while you are an active employee and then once you leave employment with the City, regardless of the reason you leave or the age you leave, you may be reimbursed for healthcare related expenses (i.e. insurance premiums, doctor co-pays, cobra, drug co-pays, many over-the-counter medications, etc.).

Any employee that retires between July 1, 2020 – June 30, 2023 shall contribute the following:

- (a) **Vacation Leave Contribution:** 100% of unused and earned vacation leave will be contributed to the MERS HCSP at the time of retirement.
- (b) **Sick Leave Contribution:** Eligible sick leave payout will be contributed to the MERS HCSP at the time of retirement.
- (c) **Personal Leave Contribution:** 100% unused personal leave will be contributed to the MERS HCSP.
- (d) **Post-Tax Employee Contributions:** Employees can make Post-Tax voluntary contributions to the MERS HCSP. Post-Tax contribution will be made through payroll deduction as allowed by the City of Marshall.

ARTICLE 23
PERSONNEL POLICIES

Section 1: The Policies contained in the City of Marshall Personnel Policy Manual shall apply to the employees covered by this Agreement except to the extent that the policies are inconsistent with the terms of this Agreement.

ARTICLE 24
VALID DRIVER'S LICENSE

Section 1: All Patrol Officers are required to hold a valid, Michigan driver's license.

- (a) A Patrol Officer who is notified by the Secretary of State office that the driver's license has been suspended or revoked must so notify the Chief of Police or the Chief's designee.
- (b) The Chief of Police or the Chief's designee shall validate that the license has been suspended or revoked.
- (c) A Patrol Officer whose driver's license has been suspended or revoked shall be subject to disciplinary action up to and including termination. The suspension shall be verified by the Secretary of State's Office in writing and is subject to the grievance procedure.
- (d) A Patrol Officer who knowingly fails to advise the Chief of Police or the Chief's designee that the license has been suspended or revoked shall be subject to disciplinary action up to and including termination.

ARTICLE 25
GRIEVANCE PROCEDURE

Section 1: Definition of a Grievance. A grievance is defined as a claim founded on an alleged violation of this Agreement; any grievance filed shall refer to the specific provision alleged to have been violated and shall set forth the facts pertaining to the alleged violation. Any grievance not conforming to the provisions of this section shall be denied on the basis of not constituting a valid grievance.

Section 2: Steps of the Grievance Procedure. Whenever a grievance arises, an employee may present said grievance to the immediate supervisor within five (5) working days of the event on which the grievance is based. The employee shall suffer no loss of pay for the time spent with the immediate supervisor discussing the grievance. The employee who feels aggrieved shall be allowed the presence of a local union representative when discussing the alleged grievance. If the issue is unresolved, the employee, on his/her own time, may reduce the grievance to writing on a form provided

by the Union and approved by the City and then present it according to the following procedure and by all rules for grievance processing per Section 3 of this Article. Failure to comply with all of the requirements as set forth in the following grievance procedure or by the rules for grievance processing shall be used by a management representative at any step as a permanent grievance denial.

Step 1. If the command officer's answer is not satisfactory to the grievant, the employee's representative may, within two (2) days thereafter, present it to the Chief of Police or the Chief's designated representative who shall answer it in writing on the form no more than two (2) days later.

Step 2. If the answer of the Chief of Police in Step 1 is not considered satisfactory by the employee, the employee's representative or his/her designee may, within three (3) days thereafter, present it to the City Manager. The Union or the City Manager may call a meeting at which any participant may attend who has participated in a previous Step. The grievant and local representative shall be present for that meeting. The Labor Council representative may be present. The City Manager shall answer the grievance, in writing, no later than ten (10) days after it is presented to him or the date of the meeting, whichever is later.

Step 3. If, at this point, the grievance has not been satisfactorily settled, the Union shall have the right to refer such grievance to arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association then in effect, provided such referral is made within fifteen (15) calendar days after receipt by the Union of the City's Step 2 answer for such a grievance. If the grievance has not been submitted to arbitration within the said fifteen (15) calendar day period, it shall be considered resolved. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his/her own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the City and the Union.

Section 3: Rules of Grievance Processing.

- (a) Employees shall write, investigate, process and present a grievance so that this activity will not conflict with the full, faithful and proper performance of their required duties.
- (b) All grievances must be filed within five (5) working days following the date of occurrence.
- (c) Management representatives shall date and sign the grievance indicating receipt thereof.
- (d) When a management representative returns the form with his answer on it, the grievant shall date and sign the grievance indicating receipt thereof.
- (e) A grievance not appealed to the next higher step within the time limit shall be deemed permanently denied.
- (f) A grievance not answered within the time limit provided shall be automatically advanced to the next higher level.
- (g) "Days" within the grievance procedure shall be defined to exclude Saturdays, Sundays and all Holidays and "Days" for the procedural time limits are to begin at 12:01 a.m. the following day.

**ARTICLE 26
PART-TIME PATROL OFFICERS**

Section 1: The City may use up to six (6) part time officers who are not covered under this collective bargaining agreement.

- (a) The City's use of part-time officers shall be up to the equivalent of the number of hours of approved time off for full time officers over the course of a year. Part-time officers can work up to the equivalent of 24 hours a week per the maximum number of part-time officers. This condition shall not apply while a newly hired officer is participating in the initial field training program.
- (b) Part-time officers may be used for the following reasons:
 - 1. schedule adjustments for attending schools or training
 - 2. filling in for vacations
 - 3. holidays

4. earned time off (comp. time)
 5. emergencies
 6. sick leave (if the City is given more than three (3) hours notice)
 7. retirement and/or termination of employment, provided the City is actively trying to fill the position.
 8. FMLA and/or Workers Comp until such time it is known the employee will not return to work.
- (c) Part-time officers will be used to supplement the work force and not replace full-time officers.
 - (d) No part-time officer shall be used as a supervisor, (Shift Commander).
 - (e) Part-time officers can only be scheduled to work when there is a Supervisor on duty or a Patrol Officer with a minimum two (2) years of service with the City.
 - (f) Full-time officers will be offered overtime before part-time officers.
 - (g) Part-time officers are laid off before full-time officers
 - (h) The City reserves the right to keep one part-time officer in the case of a layoff. However, if one or more full-time positions are laid off, the full-time officer with the most departmental seniority has first option to fill the part-time position before the part-time officer.
 - (i) The City will avoid bumping full-time officers from their regular shifts whenever possible by utilizing part-time officers as authorized by this article.

The Union and City mutually agree to participate in a special conference upon the request of either party to discuss the application of this section. The meeting will be set at a mutual place and time.

ARTICLE 27
AGREEMENT, RATIFICATION,
TERMINATION AND MODIFICATION

Section 1: This Agreement incorporates all Agreements and resolves all issues between the parties and shall continue in full force and effect until its termination date.

Section 2: This Agreement shall become effective July 1, 2023 and shall continue in full force and effect until June 30, 2026 at 12:00 midnight, and for successive annual periods

thereafter unless not more than one hundred twenty (120) days or less than ninety (90) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision or modification and such written notice shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of a desire to terminate.

Section 3: The parties to this collective bargaining agreement include the following language in subsection “a” of this section as is currently required by state statute. This language was not bargained for nor negotiated in any manner by either party and should be deemed meaningless to the extent that the state statute requiring such language or the authority of an emergency financial manager be altered, amended or be found unconstitutional.

- a. “An emergency financial manager appointed under the local government and school district fiscal accountability act may reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act.”

ARTICLE 28
CLASSIFICATION

Section 1: The City retains the right to eliminate, change and establish classifications within the bargaining unit. Whenever the City initiates its right, it will provide the Union with a written copy of the new or changed classification. If there is a disagreement within the rate schedule of the new or changed classification, the Union may file a grievance at Step 3 of the grievance procedure.

This provision has no effect on Article 3, Section 1(i) except as modified above.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this _____ day of June, 2026.

POLICE OFFICERS
LABOR COUNCIL

CITY OF MARSHALL

Scott Eager
Labor Representative

Derek Perry
City Manager

Scott Keller
Union Steward

Michelle Eubank
Clerk

**APPENDIX A
WAGES**

Section 1: Listed below are the classifications and corresponding annual wages and the merit increases for each step increase agreed to by the parties to this Agreement.

- (a) The Patrol Officer classification is established as a starting position for all Patrol Officers. The status will then be adjusted as outlined in Article 18 (Wage Classification) of this Agreement.

Effective	Start	6 MONTHS	ONE YEAR	TWO YEARS	THREE YEARS	FOUR YEARS
7/1/2026 (10.5%)	30.62	32.22	33.05	34.65	36.26	37.86
7/1/2027 (3%)	31.54	33.19	34.04	35.69	37.35	39.00
7/1/2028 (3%)	32.49	34.19	35.06	36.76	38.47	40.17

Section 2: Those officers assigned to work the afternoon shift, third shift, or split shift shall receive a two (2%) percent differential. Such shift premium shall be applied per pay week (Sunday – Saturday) based on the straight hours worked by each employee. However, training and required court appearances may change work hours but shall not result in a swing shift premium.

Section 3: Lateral Transfer Officers. A Lateral Transfer Officer is a newly hired Police Officer who becomes employed with the City of Marshall through a lateral transfer from another law enforcement agency or who are MCOLES-certified officers with prior police officer experience. Lateral Transfer Officers shall be placed on the wage scale as follows:

- 1-2 years of prior law enforcement experience: Step 2 (One-Year wage)
- 2-3 years of prior law enforcement experience: Step 3 (Two-Year wage)
- 3 or more years of prior law enforcement experience: Step 4 (Three-Year wage)

The City shall determine, in its sole discretion, the applicable step placement based on verified, full-time, MCOLES-certified law enforcement experience.

Lateral Transfer Officers shall be subject to all other terms and conditions of employment as outlined in the current Collective Bargaining Agreement (the “CBA”) between the City and the Union, including but not limited to provisions concerning:

- Accrual and use of leave time (vacation, sick, and personal leave)
- Benefits (health insurance, retirement, and other contractual benefits)
- Seniority, which shall begin accruing upon the officer’s date of hire with the City of Marshall.

Except as otherwise provided with respect to the Michigan Employee' Retirement System pension plan, the accrual of benefits that are based on a Lateral Transfer Officer's length of continuous service shall be calculated solely based on the employee's service with the City of Marshall. Service with any other agency shall not be counted towards a Lateral Transfer Officer's continuous service for the purpose of accruing such benefits.

Section 4: Employees working as an FTO shall receive 1-hour of comp-time for each full shift spent training a new officer on an 8-hour schedule and 1.5 hours of comp-time for each full shift training a new officer on a 10-hour or 12-hour schedule.

**APPENDIX B
DRUG/ALCOHOL TESTING POLICY**

Testing

1. Reasonable Suspicion. Testing of bargaining unit members for the presence of controlled substances or illegal drugs must be based upon the reasonable suspicion that an employee has consumed controlled substances or illegal drugs. The test must be requested by the Chief of Police.

 2. Standard for Determining Reasonable Suspicion.
 - (a) Reasonable suspicion shall be based upon specific objective facts and reasonable inferences drawn from those facts in light of experience and/or training.
 - (b) Where reasonable suspicion is based upon personal observation by a command officer, the objective facts must be articulable and may include the person's appearance and behavior.
 - (c) When an informant has supplied information, the informant's veracity, reliability and basis of knowledge will be relevant. If the informant is a member of the department in a lower ranking position, he/she may approach the Chief of Police to provide such information, without regard to the normal chain of command.
 - (d) When another employee who is not a command officer has supplied information or has made a personal observation, his/her basis of knowledge will be relevant.
 - (e) The facts forming the basis for the reasonable suspicion shall be disclosed to the employee at the time that demand for testing is made, and the employee shall, at that same time, be given the opportunity to explain his/her behavior or actions. Provided, however, that in situations where drug testing is recommended, the employee shall be allowed to make such explanation to the Chief of Police in person and further allowed to commit said explanation to written form, prior to the conducting of such test. The employee shall have the right to union representation. The employee shall not have a right to refuse to submit to the test.
 - (f) Within five (5) calendar days after the demand for testing, the facts forming the basis for reasonable suspicion and reasonable inferences drawn from those facts including employee's statement, if any, shall be reduced to writing, and a copy given to the employee.

 3. Release from Duty. Any time an employee has been ordered to submit to a test based on reasonable suspicion, the employee will not drive a vehicle or perform
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any duty or function as a department employee, unless so authorized by the Chief of Police or the designee. The employee will be compensated according to his/her collective bargaining agreement for all time spent in the testing process. Wherever possible, such testing process will be conducted during the employee's scheduled on-duty time.

4. Laboratory Tests. Arrangements will be made to transport the person taking the test to the hospital, medical office, clinic, or independent laboratory to perform the test. A proper chain of custody will be maintained on all test samples.

In the case of urine testing for illegal use, the laboratory used must be certified by the National Institute on Drug Abuse (NIDA) or MLEOTC. The initial screening test will be conducted using the "EMIT" test. No disciplinary action shall be taken based on the initial screen test but, rather, may only be taken after a confirmation or follow up test has been administered. Confirmation or follow up tests will be conducted using the Gas Chromatograph/Mass Spectrometer. The sample will be retained (frozen) for up to one year for the purpose of further confirmation tests.

"Decision" levels are set sufficiently high enough so as to preclude any other possible reason for a drug's presence except illicit use. The following "decision" levels, reported in nanograms per milliliter, are proposed for deciding the point at which the presence of a drug on an EMIT test would be reported as positive, i.e., the point at which a confirmation test (GC/MS) would be required.

NIDA-5 (screen and GC/MS confirmation)

<u>Drug Group</u>	<u>Drug or Metabolite Detected</u>	<u>Initial test level ng/ml</u>	<u>GC/MS confirmation</u>
Amphetamine	Amphetamine	1,000 ng/ml	500 ng/ml
	Methamphetamine	1,000 ng/ml	500 ng/ml
Cocaine metabolites	Benzoyllecgonine	300 ng/ml	150 ng/ml
Marijuana metabolites	delta-9-THC-9-COOH	100 ng/ml	15 ng/ml
Opiate metabolites	Codeine	300 ng/ml	300 ng/ml
	Total Morphine	300 ng/ml	300 ng/ml
Phencyclidine	PCP	75 ng/ml	75 ng/ml

If an EMIT test detects the presence of a drug above the "cut off" level but below the "decision" level, the test results will be reported as "negative."

Upon completion of all testing, the employee shall be notified of the results of the testing as soon as is practical after the City receives such notification. If the results are negative, all records and reports concerning the test will be destroyed. If the results of confirmation testing are positive, the results will be reported to the Chief of Police.

5. Disciplinary Action

Grounds for Immediate Discharge. Employees will be subject to immediate discharge for the first offense in any of the following circumstances:

- (a) Refusal to take a requested urine and/or blood (breath) test, including refusal to execute any required consent forms and/or refusal to cooperate regarding collection of samples.
 - (b) Drinking alcoholic beverages during working hours, during breaks, or lunch, or between shifts prior to scheduled assignments or assignments where an employee has notification, he/she may be called in.
 - (c) Having a blood alcohol content of .02% or more during working hours, based on the test result and application of the recognized .015% per hour blood alcohol dissipation rate.
 - (d) Working or reporting for work when ability to perform is impaired by drugs. A positive drug test when confirmed by evidence of impairment during working hours, shall conclusively establish impairment.
 - (e) Possession, concealment, unlawful manufacture, distribution, dispensation, or sale of alcoholic beverages or prohibited drugs while on duty or on the City's premises.
 - (f) Conviction of any criminal drug statute.
 - (g) Violation of Rehabilitation and Last Chance Agreement. Depending upon the circumstances involved, including, but not limited to, the employee's work record, whether illegal drugs or other illegal activity took place, and any other relevant factors, the City will allow the offending employee's employment to continue pending successful completion of a rehabilitation program pursuant to an unpaid leave of absence. In such a case, the City may also require that any return to work by the offending employee will be based upon a "last chance" agreement containing provisions different from those contained in this document or any other City drug/alcohol abuse policy, procedure or work rule. After returning to work, the last chance agreement will provide that any failure for a subsequent drug/alcohol test will result in discharge.
6. Confidentiality. All testing records, records indicating reasonable suspicion of employee substance abuse, or records relating to rehabilitation or "last chance"

agreements, and any other record concerning individual employee substance abuse, will be considered strictly confidential and will be available only to those person(s) involved in decisions concerning the affected employee.

7. The City recognizes that drug and alcohol abuse are treatable illnesses, and that the proper response to these illnesses is education, treatment and rehabilitation, not punishment.
8. No Waiver of Legal Rights. The parties agree that this program shall not diminish the rights of individual employees under State and Federal laws relating to drug testing.
9. Prior to accepting an assignment in the "drug-unit," and/or upon completion of an assignment in the "drug-unit," an officer will take a drug test.
10. Refusal by an employee to take a drug test, pursuant to paragraph (9) above, shall subject the employee to immediate termination.

APPENDIX C

EMPLOYEES HIRED PRIOR TO JULY 15, 1986

The City of Marshall will continue to provide health insurance at the same level as provided for City of Marshall non-union, full time, employees for the employee, the employee's spouse (must be married at time of the employee's departure) and for the employee's dependents, (must be dependent at the time of employee's departure) and who leaves City of Marshall employment

- ◆ with 25 or more year's service
- ◆ at age 55 with 15 or more years service
- ◆ at age 60 with 10 or more years service

The retiree will be required to make the same co-payments, deductibles, and premium contributions as being paid by non-union employees. If and when the health insurance coverage changes for City of Marshall non-union, full time, active employees, the same changes will be in effect for all retirees covered under this provision.

If, at the time of the covered retiree's death, the plan available provides coverage for the retiree's spouse and/or dependent(s), then said coverage shall continue until the retiree's death or the death of the spouse (if married at the time of retirement), whichever occurs later. When retiree (and/or spouse, if included in coverage) becomes Medicare eligible the retiree (and/or spouse if included in coverage) MUST enroll in parts A and B and the City of Marshall will provide supplemental coverage only.

EMPLOYEES HIRED AFTER JULY 15, 1986

The City of Marshall will continue to provide health insurance at the same level as provided for City of Marshall non-union, full time, employees for the employee, the employee's spouse (must be married at time of the employee's departure) and for the employee's dependents (must be dependent at the time of employee's departure) and who leaves City of Marshall employment per the following schedule:

AGE	SERVICE	% OF ANNUAL PREMIUM	
		CITY	INDIVIDUAL
50	15	0	100
50	16	10	90
50	17	20	80
50	18	30	70
50	19	40	60
50	20	50	50
50	21	60	40
50	22	70	30
50	23	80	20
50	24	90	10
50	25	100	0

The retiree will be required to make the same co-payments, deductibles, and premium contributions as being paid by non-union employees. If and when the health insurance coverage changes for City of Marshall non-union, full time, employees, the same changes will be in effect for all retirees covered under this provision.

If, at the time of the covered retiree's death, the plan available provides coverage for the retiree's spouse and/or dependent(s), then said coverage shall continue until the retiree's death or the death of the spouse (if married at the time of retirement), whichever occurs later. When retiree (and/or spouse if included in coverage) becomes Medicare eligible the retiree (and/or spouse if included in coverage) MUST enroll in parts A and B and the City of Marshall will provide supplemental coverage only.

EMPLOYEES HIRED AFTER JULY 1, 1996

The City of Marshall may make available health insurance at the same level as provided for City of Marshall non-union, full time, employees for a retiree and the retiree's spouse (must be married at time of retirement), and for the retiree's dependents, (must be dependent at the time of employee's departure) providing the retiree remits, in advance, the entire monthly health insurance premium to the Finance Department on a monthly basis. **To be eligible for this provision the retiree must, at time of departure, be eligible to immediately begin receiving the MERS pension payment.**

If, at the time of the covered retiree's death, the plan available provides coverage for the retiree's spouse and/or dependent(s), then said coverage shall continue until the retiree's death or the death of the spouse (if married at the time of retirement), whichever occurs later. When retiree (and/or spouse if included in coverage) becomes Medicare eligible the retiree (and/or spouse if included in coverage) MUST enroll in parts A and B and the City of Marshall will provide supplemental coverage only.



LETTER OF UNDERSTANDING

This Letter of Understanding is entered into between the Police Officers Labor Council, Patrol Officer's Division (hereinafter "Union") and the City of Marshall (hereinafter "City"), and replaces the Letter of Understanding regarding SRO overtime that was dated 9/30/2019.

WHEREAS there will be a new patrol assignment for a School Resource Officer (SRO).

WHEREAS Article 9, Section 3 (d) reads as follows:

- (d) Opportunities to work overtime, if available at the City's discretion, shall be distributed as equally as possible among the Patrol Officers, provided the Patrol Officers are fully qualified to perform the work required. An initial list, on the basis of seniority, shall be compiled for the purposes of offering available overtime. If overtime is performed by, or is offered to the first on the list and refused, said Patrol Officer will be credited with the opportunity for overtime and be placed on the bottom of the list. Available overtime shall be offered to all full-time Patrol Officers capable of performing said overtime before any part-time Patrol Officer is offered said overtime.

WHEREAS the Union and the City agree that the SRO will not be scheduled for general road patrol.

THEREFORE due to the contract agreement between the City and Marshall Public Schools the City and Union agree that:

- The SRO shall not be ordered for general road patrol overtime while in this position.
- When general road patrol overtime is available, the SRO may sign up for said overtime as long as the overtime does not interfere with his/her duties as SRO.
- The SRO cannot "bump" patrol officers from overtime, but the SRO may be "bumped" from overtime by other patrol officers.
- If the SRO contract is ended, the assigned SRO will be reassigned back to road patrol where he/she will maintain their schedule until the next shift bid.

ENTIRE AGREEMENT. The parties agree that there is no obligation on the part of the City to bargain further over this issue or any other issue that this letter of understanding represents.

POLICE OFFICERS LABO COUNCIL

CITY OF MARSHALL

By: Phil Goodrich

By: Derek N. Perry
Derek N. Perry

ITS: Phil Goodrich

ITS: City Manager

Dated: 06/06/2022

Dated: 6.13.2022

23 W. Michigan Ave.

Marshall, MI 49068

781.5183

781.3835

cityofmarshall.com



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

LETTER OF AGREEMENT

This Letter of Agreement is entered into between the Police Officers Labor Council, Patrol Officer's Division (hereinafter "Union") and the City of Marshall (hereinafter "City").

WHEREAS, City of Marshall retirees may apply for an open position with the City of Marshall after a bona fide separation. The IRS rules define a bona fide separation as no formal or informal agreement to return to work prior to retirement, and there must be at least a 60 day separation.

WHEREAS, MERS (Municipal Employees' Retirement System) has waived the 1,000 hours per calendar year work limit through December 31, 2027.

THEREFORE, the Union and City agree to the following:

- A retiree from the City of Marshall Police Department is someone who worked for the department for a minimum of 10 years and was eligible to draw immediately upon separation from the MERS retirement System.
- Following a 60 day bona fide separation, retirees may apply for open positions within the department.
- If the City chooses to rehire the retiree, as defined by this LOA, the rehired retiree will start employment as a New Employee for the purposes of contractual benefits, including seniority, hourly wage, vacation time, sick leave, etc.
- All New Employees, including rehired retirees as defined by this LOA, shall have a probationary period for the first twelve(12) months of employment.
- Rehired retirees who are actively drawing a pension from MERS, will be required to contribute 8.79% of their total, annual gross compensation to a MERS 457 account.

ENTIRE AGREEMENT. The parties agree that there is no obligation on the part of the City to bargain further over this issue or any other issue that this letter of understanding represents.

POLICE OFFICERS LABOR COUNCIL

CITY OF MARSHALL

By: [Signature] 4-16-24
Business Agent

By: [Signature] 4/17/2024
Derek Perry, City Manager

By: [Signature] 4-16-24
Scott Keller, Union Steward

Dated: 4-16-24

Dated: 4/17/2024



LETTER OF AGREEMENT

This Letter of Agreement is entered into between the Police Officers Labor Council, Patrol Officer's Division (hereinafter "Union") and the City of Marshall (hereinafter "City"), collectively referred to as the Parties.

WHEREAS the City may assign a patrol officer to the temporary full duty assignment of detective for the purpose of conducting investigations;

WHEREAS the Parties' collective bargaining agreement does not define the temporary full duty assignment of detective, their schedule, or overtime availability;

WHEREAS the Union and the City agree that there is a need to define the work schedule for patrol officers assigned to the detective assignment and to determine the detective's availability for overtime assignments;

THEREFORE, the City and Union agree that

- The detective assignment is primarily Monday through Friday, normal working hours.
- The detective will have a fixed, weekday schedule with consecutive pass days. The Detective's work schedule shall be determined by the Detective Supervisor based on the operational needs of the Department, including but not limited to investigative demands, court schedules, and enforcement priorities. This schedule may differ from standard patrol shift assignments.
- Paid leave time for the detective assignment shall not count against any road patrol limitations on the number of employees permitted leave at any one time.
- The detective will not be mandated to work general road patrol assignments during their regularly scheduled work hours.
- The detective shall be considered available for all overtime opportunities or mandated overtime, outside of their regularly scheduled work hours, in accordance with the collective bargaining agreement.
- If the total number of sworn patrol officers falls below seven (7), not including the temporary full duty assignments (Detective & SRO), the Detective will be reassigned back to road patrol. The detective will maintain their schedule until the next shift bid unless changes are mutually agreed upon.
- All other terms and conditions of the collective bargaining agreement shall remain in effect.
- This letter of agreement shall remain in effect whenever there is a patrol officer assigned to the full-time temporary duty assignment of detective.
- In the event the Detective position includes code enforcement and marijuana enforcement duties, the Detective may not be ordered to work general road patrol overtime in accordance with Article 9, Section 3(d) of the Collective Bargaining

Agreement unless a staffing emergency exists and no other road patrol personnel can be mandated to work.

ENTIRE AGREEMENT. The parties agree that there is no obligation on the part of the City to bargain further over this issue or any other issue that this letter of agreement represents.

POLICE OFFICERS LABOR COUNCIL

CITY OF MARSHALL

By: _____
Scott Eager, Business Agent

By: _____
Derek Perry, City Manager

Date: _____

Date: _____

By: _____
Jacob Patterson, Union Steward

Date: _____

ITEM: 7.E

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
DATE: June 15, 2026
SUBJECT: **COLLECTIVE BARGAINING AGREEMENT - POLICE COMMAND**

Following several negotiation sessions, the City of Marshall and the Police Officers Labor Council, Command Officers Division, reached a substantial tentative agreement for a three (3) year employment contract. On June 11, 2026, the City was notified that the Union membership approved the contract tentative agreement (TA).

Year one wage increases were based on comparable wages with other peer municipalities and classifications. For years two and three of the agreement, wages are set to increase by 3% and 3% respectively.

A summary of the additional changes (TA's), (such as earned time off, vacation carryover, working on a holiday, vacation leave, holidays, longevity, and how to recognize and allow for potential 10- or 12-hour shifts), being recommended for modification in the collective bargaining agreement is included as part of the administrative report.

BUDGET IMPACT:

The CBA will increase the FY27 Police Department budget from \$2,829,642 to \$2,870,415. A contingency was included in the General Fund budget to absorb these additional costs. Any necessary budget amendments will be presented to the City Council as part of a future quarterly budget report, if and when they become necessary.

RECOMMENDATION:

Approve the 2026-2029 City of Marshall Collective Bargaining Agreement, in substantial form, with the Police Officers Labor Council, Command Officers Division and authorize the City Manager and City Clerk to sign the necessary documents.

City of Marshall Proposals to Command Officer

City #1 Increase ETO max from 48 hours to 60 hours

ETO may be accumulated to a maximum of ~~forty-eight (48)~~ sixty (60) hours and be carried from one fiscal year to the next. However, in June of each year, employees have the option to request to be paid for all or all but eight (8) hours of unused compensatory time. Payment will be made on or before the third Friday in July at the rate of pay in effect as of June 30 of that year.

- (a) Employees will be granted ETO on a first-come first-served basis. If a determination cannot be made which request was first, seniority shall rule.

Comp Time cannot be used in same period - SDE

City #2 Vacation Carryover of 40 hours automatically

Section 6: ~~Vacation leave may not be accumulated beyond the amount that can be earned in any one year following the preceding year's accumulation. Under certain conditions, special exceptions may be made by the City Manager.~~ A maximum of 40 hours of vacation time may be carried over into the next vacation year. All vacation hours over 40 hours that are not taken within the year it is received shall be forfeited.

City #3 Working on a holiday

City Response:

Members of the bargaining unit who work on the actual holiday shall be granted pay at the rate of one and one-half (1 ½) times their regular straight time hourly wage rate for all hours worked.

City #4 Personnel File

Section 10: Personnel File. Union member's personnel files shall be kept under the jurisdiction of the City of Marshall, and ~~Human Resources Department~~ may consist of a paper file as well as an electronic management system files. The City will allow only authorized personnel to read, view, have a copy of or in any way peruse in whole or in part a Union member's personnel file or any document which may become a part of his or her file. A member of the Union may view own personnel file as to its total content, except the background investigation report, upon request to the City's Human Resources Department. The City agrees not to divulge the contents of the employee's file without written release from the employee concerned.

ARTICLE 9
WORKING HOURS

Verbally agreed
to hold for
Further
negotiation
GDE

Section 1: Work Day and Hours

- (a) For the purposes of pay and computation of overtime, the scheduled work period shall commence at 12:01 a.m. on Sunday and continue until 12:00 Midnight on Saturday fourteen (14) days later. Employees covered by this Agreement shall be required to be on duty a minimum 80 hours per 14 day pay period of eight (8) consecutive hours during each scheduled duty day, excepting as excused by the City, and shall be required to be on duty a minimum of five (5) consecutive days (40 hours) per week, excepting as excused by the City.
- (b) Employees covered hereby shall receive a bi-weekly wage for their work as defined in Appendix A hereof.
- (c) Employees will be paid bi-weekly. City reserves the right to pay employees via direct electronic ACH bank payments into an account(s) as specified by the employee. For any payment made through direct electronic ACH bank payment, the employee will be provided, in writing, with the detailed payroll information.

Section 2: Scheduling.

A schedule shall be posted once every three (3) months to determine the normal work days and hours, including all scheduled days off, for every member of the bargaining unit. Such schedule shall be posted fourteen (14) days prior to the first of the month of required posting. Any full-time employee or group of full-time employees may be scheduled for:

- eight (8) hour days (5 on and 2 off; or 6 on, 2 off, 4on, 2 off (or vice versa))
- ten (10) hour days (4 on and 3 off),
- twelve (12) hour day (2 on, 2 off; 3 on, 2 off, 3 off), or
- any other pattern of hours and days mutually agreed upon by the Employer and the Union. The schedule shall include ten (10) days of work with four (4) days off during a two-week pay period, and not less than two (2) consecutive days off at a time. Normally, the schedule will consist of five (5) consecutive days of work with two (2) consecutive days off.

Changes may be made in the posted shift schedule by the Chief of Police as may be required to meet the needs of the department; however, the City will not change any employee assignment or schedule in order to avoid payment of overtime, or for the purpose of reprimand or Union activity, unless requested by the employee.

Note: The City reserves the right to change the assignment/schedule of any employee under the following circumstances:

- (a) Schedule adjustment for attending schools or training
- (b) Emergencies



- (c) Sick leave - if the City is given more than three (3) days' notice of sick time.

Section 2A: Non-emergency schedule adjustments will not be made without a 72-hour notice to the officers involved, unless mutually agreed upon.

Section 2B: An employee may select a bid for the shift schedule based on seniority. Such bid for a posted schedule shall be in writing to the Chief of Police no less than seven (7) days prior to the implementation of the posted schedule. If the bidding results in two officers with less than two (2) years seniority assigned to the same shift, the Chief may make revisions in the schedule. The Chief may have the option, however, to make assignments to shifts regardless of seniority in order to take advantage of the special training and skills of an individual employee or to make special assignments of a temporary nature if the individual employee agrees to the assignments.

Determination of the starting time of the daily, weekly and monthly work schedule shall be made by the City. Should it be necessary in the interest of emergency or efficiency, the employee shall work such overtime hours as shall be required by the City. Employees are expected to complete a definite assignment even though it requires additional hours over the standard duty day. In cases of emergency, employees shall return to duty when requested by the Chief of Police or City Manager. Any shift schedule to start before midnight is considered to be the shift for that day in which the shift begins.

Section 3: An employee shall receive overtime pay at the rate of one and one-half (1-1/2) times the normal base hourly rate under the following conditions:

- (a) Daily -- all work performed in excess of **the scheduled** eight (8), **ten (10), or twelve (12)** consecutive regular hours in any twenty-four (24) hour period except at times of shift change.
- (b) Periodically -- all work performed in excess of **forty (40) eighty (80)** hours in any **five (5) fourteen (14)** consecutive day **work-week pay period** except at times of shift change.
- (c) The overtime rate shall be one and one-half (1-1/2) times the employee's normal base hourly rate, including premium. .
- (d) Overtime created by a Sergeant taking leave shall first be offered to the Sergeants accordingly. If the Sergeants do not take the call in or are not available, the established procedure for call in shall then be followed.
- (e) For the purpose of computing overtime, all hours paid will be considered time worked. Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.

(no further changes to this section)

Hold

Package Offer

City #6 Vacation schedule & Earning of Sick Leave same as Personal Manual

ARTICLE 10 VACATION LEAVE

Section 1: A seven (7) day written request, or less than seven days by mutual agreement, shall be given to the Chief of Police for approval of leave including holidays, vacation and personal leave. This will allow for development of the employee's work and vacation schedules.

Section 2: All employees covered by this Agreement shall be eligible to accumulate and receive vacation leave benefits, with pay, within the limits prescribed herein. Vacation leave shall be based on length of continuous service. No vacation leave shall be earned by an employee during a leave of absence without pay. New Hires shall receive eighty (80) hours of vacation leave to be used within the first 12 months of employment. If employment is terminated before the completion of 12 months, all unused vacation time shall be forfeited. ~~No employee shall be entitled to vacation leave credit until twelve (12) months of service have been completed at which time the earned vacation will be credited.~~ An employee leaving the department for any reason, with more than 12 months of continuous service, shall receive vacation pay pro-rata rounded to the nearest full day.

Section 3: Vacation shall be accumulated on a pro-rata monthly basis based upon the employee's entitlement to annual vacation as set forth below. Vacation credit earned in one employment year shall be taken in the following employment year. "Employment Year" shall be based upon the anniversary of the employee's date of hire. An employee who completes the employment year shall receive vacation based on the following schedule:

<u>Completion of</u>	<u>Vacation Credit</u>
1-3 Hire Date – 2 years	80 hours
4-6 3-5 years	136 hours
7-10 6-9 years	152 hours
11-15 10-14 years	176 hours
16-20 15-19 years	200 hours
21 20 years and over	240 hours

ARTICLE 11 SICK LEAVE

Section 3: Employees earn sick leave after ~~one~~ six full months of employment. Sick leave shall be accrued at the rate of eight (8) hours per month. Sick leave credit cannot be earned during a leave of absence without pay.

City of Marshall Response to Command Officer Proposals

Union #1 Sick Leave payout increase

City Response: No

Union #2 Personal Leave increase

City Response: No

Union #3 Educational Bonus for an associate's degree

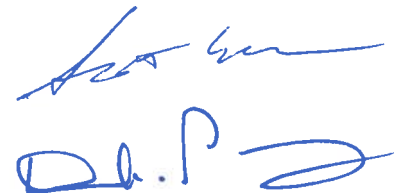
City Response: No

Union #4 Health Insurance in retirement – ~~may~~ shall

City Response: No

Union #5 Wages – 15.0% above top patrol wage

City Response: Hold TA

Two handwritten signatures in blue ink are located in the bottom right corner of the page. The top signature is a cursive name, and the bottom signature is a stylized name that appears to be 'D.P.' followed by a flourish.

ARTICLE 9

WORKING HOURS

Section 1: Work Day and Hours

- (a) For the purposes of pay and computation of overtime, the scheduled work period shall commence at 12:01 a.m. on Sunday and continue until 12:00 Midnight on Saturday fourteen (14) days later. Employees covered by this Agreement shall be required to be on duty 80 hours per 14 day pay period. The following shall remain status quo unless or until the parties mutually agree to alter the shift schedule and pattern of days off in accordance with section 2 of this article: Employees shall be required to be on duty a minimum of eight (8) consecutive hours during each scheduled duty day, excepting as excused by the City, and shall be required to be on duty a minimum of five (5) consecutive days (40 hours) per week, excepting as excused by the City.
- (b) Employees covered hereby shall receive a bi-weekly wage for their work as defined in Appendix A hereof.
- (c) Employees will be paid bi-weekly. City reserves the right to pay employees via direct electronic ACH bank payments into an account(s) as specified by the employee. For any payment made through direct electronic ACH bank payment, the employee will be provided, in writing, with detailed payroll information.

Section 2: Scheduling.

- (a) A schedule shall be posted once every three (3) months to determine the normal workdays and hours, including all scheduled days off, for every member of the bargaining unit. Such schedule shall be posted fourteen (14) days prior to the first of the month of required posting. The following shall remain status quo unless or until the parties mutually agree to alter the shift schedule and pattern of days off in accordance with subsection (b) of this article:
 - The schedule shall include ten (10) days of work with four (4) days off during a two-week pay period, and not less than two (2) consecutive days off at a time. Normally, the schedule will consist of five (5) consecutive days of work with two (2) consecutive days off.
- (b) Upon mutual agreement of the Employer and the Union, any full-time employee or group of full-time employees may be scheduled for:
 - eight (8) hour days
 - ten (10) hour days
 - twelve (12) hour day, or
 - any other pattern of hours and days mutually agreed upon by the Employer and the Union.

Changes may be made in the posted shift schedule by the Chief of Police as may be required to meet the needs of the department; however, the City will not change any employee schedule in order to avoid payment of overtime, or for the purpose of reprimand or Union activity, unless requested by the employee.

Note: The City reserves the right to change the assignment/schedule of any employee under the following circumstances:

- (a) Schedule adjustment for attending schools or training
- (b) Emergencies
- (c) Sick leave - if the City is given more than three (3) days' notice of sick time.

Section 2A: Non-emergency schedule adjustments will not be made without a 72-hour notice to the officers involved, unless mutually agreed upon.

Section 2B: An employee may select a bid for the shift schedule based on seniority. Such bid for a posted schedule shall be in writing to the Chief of Police no less than seven (7) days prior to the implementation of the posted schedule. If the bidding results in two officers with less than two (2) years seniority assigned to the same shift, the Chief may make revisions in the schedule. The Chief may have the option, however, to make assignments to shifts regardless of seniority in order to take advantage of the special training and skills of an individual employee or to make special assignments of a temporary nature if the individual employee agrees to the assignments.

Determination of the starting time of the daily, weekly and monthly work schedule shall be made by the City. Should it be necessary in the interest of emergency or efficiency, the employee shall work such overtime hours as shall be required by the City. Employees are expected to complete a definite assignment even though it requires additional hours over the standard duty day. In cases of emergency, employees shall return to duty when requested by the Chief of Police or City Manager. Any shift schedule to start before midnight is considered to be the shift for that day in which the shift begins.

Section 3: An employee shall receive overtime pay at the rate of one and one-half (1-1/2) times the normal base hourly rate under the following conditions:

- (a) Daily -- all work performed in excess of ~~the scheduled~~ eight (8), ~~ten (10), or twelve (12)~~ consecutive regular hours in any twenty-four (24) hour period except at times of shift change.
- (b) Periodically -- all work performed in excess of ~~forty (40)~~ eighty (80) hours in any ~~five (5)~~ fourteen (14) consecutive day ~~work-week~~ pay period except at times of shift change.

- (c) The overtime rate shall be one and one-half (1-1/2) times the employee's normal base hourly rate, including premium.
- (d) Overtime created by a Sergeant taking leave shall first be offered to the Sergeants accordingly. If the Sergeants do not take the call in or are not available, the established procedure for call in shall then be followed.
- (e) For the purpose of computing overtime, all hours paid will be considered time worked. Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.

**ARTICLE 12
HOLIDAYS**

Section 1: The following are designated as holidays:

New Year's Day	Veterans Day
MLK Day	Thanksgiving Day
President's Day	Day following Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Fourth of July	Employee's Birthday
Labor Day	Employee's Anniversary Date of hire

If during the terms of this agreement City Council approves additional holidays to be added to the Personnel Manual, the same holidays shall be added to the Patrol Agreement.

Employees will be given a day of paid ~~eight (8) hours of holiday~~ leave for each of the above ~~fourteen (14) twelve (12) days for a total of 96 hours of holiday leave~~ per calendar year. Holiday leave may be taken at any time in the calendar year but must be used in 2-hour increments. Two (2) Sergeants shall be scheduled, in advance, for paid leave (vacation, holiday, personal leave, or ETO) at any one time, provided, however, that it does not adversely impact the needs of the department. A seven (7) day written request, or less than seven days by mutual agreement, shall be given to the Chief of Police for approval of leave days. In the event the employee uses a holiday before the actual date and terminates employment with the City for any reason, the holiday pay will be deducted from the employee's final paycheck.

Section 2: ~~Any unused holidays Employees~~ shall be paid at the straight time hourly rate ~~he first pay period in January~~ for any holiday hours not taken in the prior calendar year. Payouts will be based on 8 hour days or a fraction thereof. This payment will be made on the paycheck that includes pay for hours worked on January 1.

COLLECTIVE BARGAINING AGREEMENT

CITY OF MARSHALL

and

**POLICE OFFICERS LABOR COUNCIL
POLICE COMMAND OFFICERS**



July 1, 2026 - June 30, 2029

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AGREEMENT

THIS AGREEMENT is entered into between the CITY OF MARSHALL, Michigan, hereinafter referred to as the "City", and the POLICE OFFICERS LABOR COUNCIL Command Officer's Division, hereinafter referred to as the "Union".

ARTICLE 1 PURPOSE AND INTENT

Section 1: It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages and conditions of employment. The parties recognize that the interest of the community and job security of the employees depend upon the City's success in establishing a proper service to the community.

ARTICLE 2 EMPLOYEES COVERED

Section 1: The City recognizes the Union as the exclusive collective bargaining representative for all regular full-time sworn employees of the Police Department of the City of Marshall whose positions are classified as Sergeants, excluding all other employees in this Department.

The City shall not enter into any other agreements with the employees in this bargaining unit, individually or collectively, which in any way conflicts with the provisions hereof.

Section 2: Employees within the bargaining unit may be represented by a Union representative for each work shift. The Union shall furnish the City with a list of representatives' names and their assigned work areas and shall keep the list current at all times. Alternate representatives may be appointed by the local Union president to serve in the absence of the regular representatives.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1: The City, on its behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States, the City Charter and General Ordinances of the City of Marshall and any modifications made thereto and any resolutions passed by City elected officials. Further, all rights which ordinarily vest in and are exercised by

employers, except such as are specifically relinquished by or are consistent with this Agreement, are reserved to and remain vested in the City, including but without limiting the generality of the foregoing the right:

- (a) To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, materials or methods of operation.
- (b) To introduce new equipment, methods, machinery or processes; change or eliminate existing equipment, methods, machinery or processes; change or eliminate existing equipment and institute technological changes; decide on materials, supplies, equipment and tools to be purchased.
- (c) To subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities consistent with this Agreement.
- (d) To determine the number, location and type of facilities and installations.
- (e) To determine the size of the work force and increase or decrease its size consistent with this Agreement.
- (f) To hire, assign, lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or work day consistent with this Agreement.
- (g) It is further agreed that in emergency situations, the City shall have the discretion of employing or authorizing any person or persons to perform any duty, task or assignment normally delegated to employees covered under the terms of this Agreement in order to effectively cope with such an emergency situation.
- (h) To direct the work force, assign work, and determine the number of employees assigned to operations.
- (i) To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification and to establish wage rates for any new or changed classification.
- (j) To determine cleanup times, the starting and quitting time and the number of hours to be worked. PROVIDED, HOWEVER, that employees shall be allowed two (2) fifteen (15) minute breaks per day and a lunch period not to exceed forty (40) minutes. It is agreed that the lunch period and breaks

will not be taken in a manner that interrupts the performance of duties or services by the employees.

- (k) To establish work schedules consistent with this Agreement.
- (l) To discipline and discharge employees for just cause.
- (m) To adopt, revise and enforce working rules and regulations and carry out cost and general improvement programs. It is understood that the reasonableness of any change in existing working rules and regulations shall be grievable by the employees through Step 2 only of the grievance procedure and that the decision of the City Manager shall be binding and permanent.
- (n) To transfer, promote and demote employees from one classification, department and shift to another.
- (o) To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.

ARTICLE 4

UNION MEMBERSHIP and CHECK-OFF of UNION DUES

To the extent Federal and State laws permit, it is agreed that:

- (1) The Employer agrees to make Union dues deductions once each month from the pay of each employee who has authorized that such deductions be made as set forth in Subsection 3, until such time as the employee revokes the authorization by written notice to the Employer. The Employee shall notify the union promptly.
- (2) Each employee who becomes a member of the Union after July 1, 2020, must sign the Union's Membership Application and Dues Check-off Card.
- (3) In accordance with the June 27, 2018 Supreme Court Ruling in the Janus case, the Employer shall not make any Union dues deductions from any employee without written authorization from the employee. In the case of an employee who becomes a member after July 1, 2020, written authorization must be in the form of a signed and completed Membership Application and Dues Check-off Card. For an employee who became a member prior to July 1, 2020, the employer must have from the employee written authorization showing the employee's clear intent to participate in Union dues deductions.

- (4) Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.
- (5) The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.
- (6) If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).
- (7) The Union agrees to defend, indemnify and save the City harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Union dues or in reliance on any list, notice, certification or authorization furnished under this section. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE 5 PUBLIC SECURITY

Section 1: The Union recognizes that strikes and work stoppages are illegal and contrary to public policy in Michigan and that strikes or work stoppages are detrimental to the public safety and welfare. The Union, therefore, agrees that there shall be no interruption of the services performed by employees covered by this Agreement for any cause within the control of the Union or its individual members, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket or cause other interference on the City's premises. The occurrence of any such acts as set forth hereinabove shall subject the violating employee or employees to discharge and/or other discipline at the discretion of the City. Such discharge or discipline shall be grievable under the terms of this Agreement only through Step 2 and decision of the City Manager shall be permanent and binding.

Section 2: The City agrees that during the term of this Agreement, it will not lock out the employees; PROVIDED, HOWEVER, that refusal to admit employees to the premises caused by the unwillingness of the employees to continue to work in a normal manner shall not be considered a lockout.

ARTICLE 6 PROBATION

Section 1: All new, permanent full-time employees shall have a probationary period for the first twelve (12) months of employment. Thirty (30) days prior to the expiration of the normal probationary period, the City shall have right to notify the employee, in writing, of performance deficiencies in performance that require an extension of the probationary period. This extension shall be for an additional ninety (90) days beyond the first twelve (12) month period. At the conclusion of either the original or extended probationary period, the employee's name shall be added to the seniority list as of the last date of hire. During the probationary period, the employee shall have no seniority status.

- (a) The probationary period is for the purpose of enabling the City to determine if an employee has the attributes, attitude and capabilities of becoming a permanent full-time employee, and a probationary employee may be terminated for any reason at the discretion of the City during both the original twelve (12) month probationary period or the extension period of ninety (90) days.
- (b) If an employee receives a promotion, demotion or transfer, a new probationary period of six (6) months will be served. The employee will receive a performance review at the end of six (6) months which will determine if the probationary period should be terminated or extended up to an additional six (6) months. Upon the successful completion of the probationary period, the employee shall be added to the Department's seniority list as of the hiring date. During probation, an employee shall accrue benefits. The employee's original date of hire with the City is not affected by promotion, demotion or transfer.

ARTICLE 7 SENIORITY

Section 1: Seniority Definition

- (a) City-wide Seniority shall be defined as the total time elapsed since the employee's last date of hire with the City without a break in service and shall be used to determine an employee's longevity payments and vacation allotment.
- (b) Department Seniority shall be defined as the total time elapsed within the City of Marshall Police Department as a sworn officer. This definition shall be used for layoff and recall.

- (c) Bargaining Unit Seniority shall be defined as the total elapsed time within the bargaining unit since the employee's last date of hire. This definition of seniority shall be used for vacation selection, job vacancies and promotions, holiday selection, personal leave selection, shift bidding and all other areas where seniority is a consideration, except in those areas where city-wide or department seniority is the determining factor.

Section 2: Seniority will continue to accumulate during paid leave, including sick leave, personal leave, workers compensation and paid vacation. Except as otherwise provided, seniority will not terminate, but will not accumulate, during lay-off and unpaid leaves of absence in excess of thirty (30) calendar days.

Section 3: The City will maintain an up-to-date seniority list. An up-to-date copy of the seniority list provided by the payroll department will be posted on the bulletin board every twelve (12) months by the union steward. The names of all permanent, full-time employees who have completed their probationary periods shall be listed on the seniority list in the order of their last hiring date, starting with the senior employee at the top of the list. If two (2) or more employees were hired on the same day, their names shall appear on the seniority list alphabetically by the first letter of their last name. If two (2) or more employees have the same last name, the same procedure shall be followed with respect to their first names.

Section 4: An employee shall lose status as an employee and seniority shall be terminated if the employee:

- (a) resigns or quits;
- (b) is discharged and not reinstated through the grievance procedure;
- (c) retires;
- (d) is convicted of a felony, a misdemeanor involving moral turpitude or O.W.I. (Decision to be entirely at the City's discretion);
- (e) has been on layoff for a period of time equal to seniority at the time of layoff or twenty-four (24) months, whichever is less;
- (f) is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation or disciplinary layoff, for three (3) consecutive working days without notifying the City, except when the failure to notify and work is due to circumstances beyond the control of the employee;
- (g) Subsections (d) and (f) shall be subject to the grievance procedure;

Section 5: Command Officers may utilize prior Patrol seniority to bump into the patrol ranks:

- in the event of a lay-off in the command unit, or
- if, during the probation period, the Chief, in his discretion, determines the Sergeant is not suited for the position, or
- if, during the probation period, the officer elects to return to the patrol unit.

ARTICLE 8 LAYOFF AND RECALL

Section 1: Layoff shall mean the separation of employees from the active workforce due to lack of work or funds. Layoffs shall not be in an arbitrary manner.

Section 2: If and when it becomes necessary to reduce the number of employees in the work force, probationary employees will be laid off first. Then employees shall be laid off in inverse department seniority order (provided the remaining employees have the ability to perform the remaining work without trial or training), and they shall be recalled in their order of department seniority. Command Officers may utilize department seniority to bump into the patrol ranks.

Section 3: Employees to be laid off indefinitely shall be given at least seven (7) calendar days prior notice.

Section 4: Employees returning from layoff shall be given a maximum of five (5) calendar days to report back to work after notice has been sent by certified mail to their last known address on record with the City.

Section 5: It is agreed that in the event the City in its discretion, sub-contracts the normal police functions of the Marshall Police Department in its entirety, the parties, if requested, must negotiate through the collective bargaining process, the effects of such sub-contracting on the bargaining unit. This provision is unapplicable, however, to the sub-contracting or employment of non-bargaining unit persons to perform normal police functions at special events or in the event of an emergency.

Section 6: In the event the City in its absolute discretion deems it necessary, due to lack of work or funds, it shall use all reasonable efforts to lay off personnel rather than effectuate a change in the working hours or days of the workforce.

ARTICLE 9 WORKING HOURS

Section 1: Work Day and Hours

- (a) For the purposes of pay and computation of overtime, the scheduled work period shall commence at 12:01 a.m. on Sunday and continue until 12:00 Midnight on Saturday fourteen (14) days later. Employees covered by this Agreement shall be required to be on duty 80 hours per 14 day pay period. The following shall remain status quo unless or until the parties mutually agree to alter the shift schedule and pattern of days off in accordance with section 2 of this article: Employees shall be required to be on duty a minimum of eight (8) consecutive hours during each scheduled duty day, except as excused by the City, and shall be required to be on duty a minimum of five (5) consecutive days (40 hours) per week, except as excused by the City.
- (b) Employees covered hereby shall receive a bi-weekly wage for their work as defined in Appendix A hereof.
- (c) Employees will be paid bi-weekly. City reserves the right to pay employees via direct electronic ACH bank payments into an account(s) as specified by the employee. For any payment made through direct electronic ACH bank payment, employees will be provided, in writing, with the detailed payroll information.

Section 2: Scheduling.

- (a) A schedule shall be posted once every three (3) months to determine the normal workdays and hours, including all scheduled days off, for every member of the bargaining unit. Such schedule shall be posted fourteen (14) days prior to the first of the month of required posting. The following shall remain status quo unless or until the parties mutually agree to alter the shift schedule and pattern of days off in accordance with subsection (b) of this article:
 - The schedule shall include ten (10) days work with four (4) days off during a fourteen (14) day pay period, and not less than two (2) consecutive days off at a time. Normally, the schedule will consist of five (5) consecutive days of work with two (2) consecutive days off.
- (b) Upon mutual agreement of the Employer and the Union, any full-time employee or group of full-time employees may be scheduled for:
 - eight (8) hour days,
 - ten (10) hour days,
 - twelve (12) hour days, or

- any other pattern of hours and days mutually agreed upon by the Employer and the Union.

Changes may be made in the posted shift schedule by the Chief of Police as may be required to meet the needs of the department; however, the City will not change any employee assignment or schedule in order to avoid payment of overtime, or for the purpose of reprimand or Union activity, unless requested by the employee.

Note: The City reserves the right to change the assignment/schedule of any employee under the following circumstances:

- (a) Schedule adjustment for attending schools or training
- (b) Emergencies
- (c) Sick leave - if the City is given more than three (3) days' notice of sick time.

Section 2A: Non-emergency schedule adjustments will not be made without a 72-hour notice to the officers involved, unless mutually agreed upon.

Section 2B: An employee may select a bid for the shift schedule based on seniority. Such bid for a posted schedule shall be in writing to the Chief of Police no less than seven (7) days prior to the implementation of the posted schedule. If the bidding results in two officers with less than two (2) years seniority assigned to the same shift, the Chief may make revisions in the schedule. The Chief may have the option, however, to make assignments to shifts regardless of seniority in order to take advantage of the special training and skills of an individual employee or to make special assignments of a temporary nature if the individual employee agrees to the assignments.

Determination of the starting time of the daily, weekly and monthly work schedule shall be made by the City. Should it be necessary in the interest of emergency or efficiency, the employee shall work such overtime hours as shall be required by the City. Employees are expected to complete a definite assignment even though it requires additional hours over the standard duty day. In cases of emergency, employees shall return to duty when requested by the Chief of Police or City Manager. Any shift schedule to start before midnight is considered to be the shift for that day in which the shift begins.

Section 3: An employee shall receive overtime pay at the rate of one and one-half (1-1/2) times the normal base hourly rate under the following conditions:

- (a) Daily -- all work performed in excess of the scheduled eight (8), ten (10), or twelve (12) consecutive regular hours in any twenty-four (24) hour period except at times of shift change.

- (b) Periodically -- all work performed in excess of eighty (80) hours in any fourteen (14) consecutive day pay period except at times of shift change.
- (c) The overtime rate shall be one and one-half (1-1/2) times the employee's normal base hourly rate, including premium.
- (d) Overtime created by a Sergeant taking leave shall first be offered to the Sergeants accordingly. If the Sergeants do not take the call in or are not available, the established procedure for call in shall then be followed.
- (e) For the purpose of computing overtime, all hours paid will be considered time worked. Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.

Section 4: Any employee who completes the assigned shift and is released from duty, shall receive, if called back to duty, a minimum of two (2) hours pay for duty at the rate of time and one-half (1-1/2). Call back shall include, but not be limited to, court appearance. Upon completion of this specific duty the employee shall be released from duty.

Section 5:

Section 5: All employees covered by this Agreement shall have the option to exchange any overtime hours worked for Earned Time Off (ETO) hours at the rate of time and one-half (1 ½). The scheduling of ETO time off shall be arranged in advance by the employee with their supervisor (shift commander, sergeant, deputy chief, or chief). A request for use of ETO may be denied if it would cause the number of employees scheduled to be on duty on the particular shift to fall below staffing for the planned work or if the time off would be required to be filled by an employee at other than straight time rates. The city will not deny the use of ETO in an arbitrary or capricious manner. Non-emergency cancelation of ETO will not be made without a 72-hour notice to the officer involved, unless mutually agreed upon.

ETO may be accumulated to a maximum of sixty (60) hours and be carried from one fiscal year to the next. However, in June of each year, employees have the option to request to be paid for all or all but eight (8) hours of unused compensatory time. Payment will be made on or before the third Friday in July at the rate of pay in effect as of June 30 of that year.

- (a) Employees will be granted ETO on a first-come first-served basis. If a determination cannot be made which request was first, seniority shall rule
- (b) New ETO hours cannot be used in the same pay period as they are earned.

**ARTICLE 10
VACATION LEAVE**

Section 1: A seven (7) day written request, or less than seven days by mutual agreement, shall be given to the Chief of Police for approval of leave including holidays, vacation and personal leave. This will allow for development of the employee's work and vacation schedules.

Section 2: All employees covered by this Agreement shall be eligible to accumulate and receive vacation leave benefits, with pay, within the limits prescribed herein. Vacation leave shall be based on length of continuous service. No vacation leave shall be earned by an employee during a leave of absence without pay. New hires shall receive eighty (80) hours of vacation leave to be used within the first 12 months of employment. If employment is terminated before the completion of 12 months, all unused vacation time shall be forfeited. An employee leaving the department for any reason, with more than 12 months of continuous service, shall receive vacation pay pro-rata rounded to the nearest full day.

Section 3: Vacation shall be accumulated on a pro-rata monthly basis based upon the employee's entitlement to annual vacation as set forth below. Vacation credit earned in one employment year shall be taken in the following employment year. "Employment Year" shall be based upon the anniversary of the employee's date of hire. An employee who completes the employment year shall receive vacation based on the following schedule:

<u>Completion of</u>	<u>Vacation Credit</u>
Hire Date – 2 years	80 hours
3 – 5 years	136 hours
6 – 9 years	152 hours
10 – 14 years	176 hours
15 – 19 years	200 hours
20 years and over	240 hours

Section 4: Vacation Schedule: Bargaining unit seniority will be the controlling factor in scheduling vacations. Two (2) Sergeants shall be scheduled, in advance, for paid leave (vacation, holiday, personal leave, or ETO) at any one time, provided, however, that it does not adversely impact the needs of the department. Leave will not be denied in an arbitrary or capricious manner. The vacation schedule will be established each year between November 1 and December 15 for the following year. During that time, each employee will sign up for vacation. In case of conflicts, the employee with the most bargaining unit seniority will be given preference. Any changes to the vacation schedule after December 15 will be on a first come-first served basis.

Section 5: The amount of vacation leave charged to an employee during leave shall be equal to the number of regularly scheduled hours that would otherwise have been

worked during the absence on such leave. Vacation shall be charged against an employee in not less than two (2) hour increments.

Section 6: A maximum of 40 hours of vacation time may be carried over into the next vacation year. All vacation hours over 40 hours that are not taken within the years it is received shall be forfeited.

ARTICLE 11 SICK LEAVE

Section 1: Sick leave shall not be considered a privilege for use at the employee's discretion, but shall be allowed for the following reasons:

- a. Employee's or a family member's mental or physical illness, injury, health condition, or treatment of same
- b. Employee's or a family member's preventative medical care
- c. For various reasons (as listed in the Paid Medical Leave Act) if employee or family member is a victim of domestic violence or sexual assault
- d. If employee's primary workplace is closed by order of public health official due to a public health emergency
- e. If an employee needs to care for a child family member whose school or place of care was closed by public health official
- f. If it is determined by health authorities that the employee's or a family member's presence in the community would jeopardize health of others because of exposure to communicable disease
- g. Any other permissible use under the Paid Medical Leave Act
- h. For purposes of this Section, "family member" includes all of the following:
 - A biological, adopted or foster child, stepchild or legal ward, or a child to whom the eligible employee stands in loco parentis.
 - A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an eligible employee or an eligible employee's spouse or an individual who stood in loco parentis when the eligible employee was a minor child.

- An individual to whom the eligible employee is legally married under the laws of any state.
- A grandparent
- A grandchild
- A biological, foster, or adopted sibling

To be eligible for compensation while on sick leave, the employee shall notify the immediate supervisor or Chief of Police prior to the beginning of the assigned shift. This requirement may be waived at the Chief's discretion.

Section 2: When absence is more than three days, the employee shall be required to file a physician's certificate unless the Chief has personal knowledge of the employee's sickness or disability. In the event of absence of less than three (3) days, the City may require a physician's certificate indicating the nature of the reason for the absence in the event there is reason to suspect abuse of the sick leave benefit.

Section 3: Employees earn sick leave after six full months of employment. Sick leave shall be accrued at the rate of eight (8) hours per month. Sick leave credit cannot be earned during a leave of absence without pay.

Section 4: The amount of sick leave charged to an employee during any leave shall be equal to the number of regularly scheduled hours the employee would otherwise have worked during the absence on such leave.

Section 5: Any unused portion of the earned sick leave becomes accumulative. This accumulation may be carried over from year to year to a total of not more than one thousand four hundred and forty (1440) hours.

Section 6: Upon termination of employment by reason of death or retirement, employees shall be paid a percentage of sick leave so accumulated up to a maximum of 960 accumulated hours. Employees hired prior to July 1, 2008 will be paid one-half (50%) of the sick leave so accumulated, and employees hired after July 1, 2008, will be paid twenty-five percent (25%) of the sick leave so accumulated.

Section 7: If, after ten (10) years of employment, in good standing, an employee voluntarily leaves, quits or resigns employment with the City while in good standing and with proper notice and not as a result of discharge or discipline, said employee shall be paid a percentage of accumulated sick leave up to a maximum of 960 accumulated hours as follows:

10 Years	10% of accumulated sick leave
11 Years	11% of accumulated sick leave
12 Years	12% of accumulated sick leave
13 Years	13% of accumulated sick leave
14 Years	14% of accumulated sick leave
15 Years	15% of accumulated sick leave
16 Years	16% of accumulated sick leave
17 Years	17% of accumulated sick leave
18 Years	18% of accumulated sick leave
19 Years	19% of accumulated sick leave
20 Years	20% of accumulated sick leave
21 Years	21% of accumulated sick leave
22 Years	22% of accumulated sick leave
23 Years	23% of accumulated sick leave
24 Years	24% of accumulated sick leave
25+ Years	25% of accumulated sick leave

ARTICLE 12 HOLIDAYS

Section 1: The following are designated as holidays:

New Year's Day	Veterans Day
MLK Day	Thanksgiving Day
President's Day	Day following Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Fourth of July	Employee's Birthday
Labor Day	Employee's Anniversary Date of hire

If during the terms of this agreement City Council approves additional holidays to be added to the Personnel Manual, the same holidays shall be added to the Command Agreement.

Employees will be given a day of paid leave for each of the above fourteen (14) days per calendar year. Holiday leave may be taken at any time in the calendar year, but must be used in 2-hour increments. Two (2) Sergeants shall be scheduled, in advance, for paid leave (vacation, holiday, personal leave, or ETO) at any one time, provided, however, that it does not adversely impact the needs of the department. A seven (7) day written request, or less than seven days by mutual agreement, shall be given to the Chief of Police for approval of leave days. In the event the employee uses a holiday before the actual date and terminates employment with the City for any reason, the holiday pay will be deducted from the employee's final paycheck.

Section 2: Employees shall be paid at the straight time hourly rate for any holiday hours not taken in the prior calendar year. Payout will be based on 8 hour days or a fraction thereof. This payment will be made on the paycheck that included pay for hours worked on January 1.

Section 3: An employee who does not work on the regularly scheduled workday immediately prior to or immediately following a holiday shall not be compensated for such holiday unless the absence on such day was excused prior to the holiday by the Chief of Police.

Section 4: Members of the bargaining unit who work on the actual holiday shall be granted pay at the rate of one and one-half (1 ½) times their regular straight time hourly wage rate for all hours worked.

ARTICLE 13 INSURANCE

Section 1: The City shall, for the duration of this contract, continue to provide health, medical and hospitalization insurance to its regular full-time employees and the employee's dependents. Said coverage shall be substantially equivalent to the coverage effective July 1, 2017. The City will follow the so-called "hard cap" requirements of Section 3 of the Publicly Funded Health Insurance Contribution Act (Act 152 of 2011) hereinafter referred to as the "Act" for the immediate future. Accordingly, the Employer will pay no more of the total annual costs including taxes and fees of the medical benefit plan than the amounts annually determined by the state treasurer pursuant to Section 3 of the Act. The Employees will pay the balance of those costs, if any. For purposes of this provision, total annual costs include the premium or illustrative rate of the medical benefit plan and all employer payments for reimbursement of co-pays, deductibles, and payments into health savings accounts, flexible spending accounts or similar accounts used for health care but does not include the costs of dental and vision and does not include beneficiary-paid copayments or beneficiary payments into health savings accounts, health reimbursement arrangements, flexible spending accounts or similar accounts used for health care. The determination by the City to continue to follow the requirements of Section 3, to elect to pay a maximum of eighty (80%) percent of the medical benefit plan costs pursuant to Section 4 or to exempt itself from the requirements of the Act for the next succeeding year shall be made by the Employer annually in its absolute discretion in accordance with the Act and shall be binding on the parties to this Agreement.

- (a) The employee and employer shall each contribute 50% of the premium for the Family Continuation Rider to be deducted from the employee's pay each pay period for as long as the FC Rider is in effect. Any employee who enrolls for such coverage after February 1, 2008, will pay 100% of the cost of the Family Continuation Rider

- (b) Notwithstanding the provisions of section 1 above, if the City elects, or by default is required, to pay a maximum of the amounts annually set by the State Treasurer pursuant to section 3 of the Act (PA 152) then employees will be required to pay the greater of either the total annual cost including taxes and fees over and above the so-called “hard cap” or the percentages of the total costs including taxes and fees as set forth in subsections (i) or (ii) below:
- i. Employees hired prior to July 1, 2011 shall pay twelve percent (12%) of the cost of health insurance premiums charged to the City for their coverage. Such payments will be made by payroll deduction. Employees may make such payment through the City’s premium only cafeteria plan.
 - ii. Employees hired on or after July 1, 2011 shall pay twenty percent (20%) of the cost of health insurance premiums charged to the City for their coverage. Such payments will be made by payroll deduction. Employees may make such payment through the City’s premium only cafeteria plan.

If an employee elects to waive his/her enrollment in the City’s group health insurance plan, said employee shall receive forty percent (40%) of the monthly premium level that applies to the employee (single/two-person/family) paid monthly based on the insurance plan with the most active City of Marshall employees enrolled. If an employee elects to drop his/her dependents or spouse from the City coverage, the employee shall receive forty percent (40%) of the premium savings paid monthly.

To be eligible, the employee must file an affidavit verifying he/she has coverage through another health insurance plan. Such affidavit shall be filed annually during open enrollment.

The employee shall have the right to re-join the City’s group health insurance plan only during open enrollment or as a result of a qualifying event as defined by the health insurance carrier.

Section 2: The City of Marshall provides Vision Service Plan – 12 (VSP-12) optical insurance. A complete explanation of coverage is available through the Payroll / Benefits office. Employees shall pay the percentages of the total costs including taxes and fees as set forth below:

- (a) Employees hired prior to July 1, 2011 shall pay twelve percent (12%) of the cost of optical insurance premiums charged to the City of their coverage. Such payments will be made by payroll deduction. Employees may make such payments through the City’s premium only cafeteria plan.

- (b) Employees hired on or after July 1, 2011 shall pay twenty percent (20%) of the cost of optical insurance premiums charged to the City for their coverage. Such payments will be made by payroll deduction. Employees may make such payments through the City's premium only cafeteria plan.

Section 3: The City agrees to continue dental insurance coverage substantively similar to that provided per the current agreement. Should the City wish, during the life of this Agreement, to change carriers, it may do so after consultation with the Union. The City agrees that a new carrier should provide the same overall coverage as presently exists, except by mutual agreement of the parties.

Section 4: After completion of six (6) months full-time continuous service, the City will provide to an employee covered hereby a group life insurance policy in the amount of Fifty Thousand (\$50,000.00) Dollars with double indemnity.

Section 5: The City shall furnish liability insurance, if practicable, to and including those standard limits customarily secured for other agencies similarly situated, protecting the employees in this bargaining unit from any and all liability that arises out of and in the course of their employment. Said insurance coverage shall include but not be limited to intentional torts and acts of negligence of the employee performed during the course of duty and shall further provide that said employee, if sued, shall be provided with an adequate defense and if any judgment is rendered against him, it shall be satisfied to the extent of the insurance coverage.

Section 6: An employee injured on the job and receiving Workmen's Compensation shall receive supplemental pay from the City for a period up to one (1) year from the time the Workmen's Compensation payments begin. In no event shall combined payments be more than the employee's normal regular weekly salary.

- (a) All payments received during the last six (6) months of the above one (1) year period shall be calculated to relate to the employee's sick leave with the deduction being made from the employee's accumulated sick leave.

In the event the employee has insufficient sick leave to cover this period of time, the above supplemental pay shall stop at the expiration of the available sick leave to be used for this purpose.

Section 7: An employee on sick leave of absence or off work due to a compensable injury shall have the City's portion of the health insurance premium and the full premium for all other insurance paid for one (1) year duration while on leave by the City.

ARTICLE 14 OTHER LEAVE

Section 1: An employee will be granted up to 3 successive calendar days off with pay for the death of a member of the immediate family. For purposes of this Section, immediate family shall be defined as the employee's:

spouse, child, stepchild, mother, father, stepmother, stepfather, sister, stepsister, brother, stepbrother, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, spouse's grandmother, spouse's grandfather, grandchild, step grandchild.

If additional time off is needed beyond the days provided for a death in the immediate family, it may be granted by the City Manager. This time off will be charged to vacation, sick leave, personal time, holidays or ETO. If the employee does not have any paid leave remaining; the time off will be unpaid.

Other than immediate family members, an employee, may take up to two (2) normal working days from either the employee's accumulated vacation, sick leave, personal time, holidays, or ETO. Anything beyond two days must be taken from vacation or personal time. If the employee does not have any paid leave remaining; the time off will be unpaid.

To qualify for bereavement pay, an employee may not be on leave of absence or layoff.

Section 2: Personal Leave. An employee is entitled to one (1) personal leave day per calendar quarter after reaching and maintaining 440 hours or more of accumulated sick leave in accordance with Article 11. An employee may not accumulate more than four (4) such personal leave days per year.

An employee's eligibility for personal leave days (i.e., the number of accumulated sick hours) shall be determined on the first day of each calendar quarter.

Section 3: Military Leave.

- (a) Employees who enter the military service of the United States shall be granted leaves of absence and reinstated to employment as required by applicable provisions of Act 263, PA of 1951, and any other applicable statutes.
- (b) All members of the bargaining unit who are members of the reserve or National Guard may have their pass leave days arranged to allow them to attend monthly or weekend meetings.

Section 4: Family and Medical Leave. The City of Marshall will follow the Family Medical Leave Act (“FMLA”) as required by law. This policy is based on the U.S. Department of Labor’s (“DOL”) “Fact Sheet No. 28,” and fulfills the City’s statutory FMLA notification requirements.

1. EMPLOYEE ELIGIBILITY

To be eligible for FMLA benefits, an employee **must**:

- a. have worked for the City for a total of 12 months;
 - (i) While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more will not be counted unless the break is due to the employee’s fulfillment of his/her National Guard or Reserve military obligation or the City agreed in writing that it intended to rehire the employee after a break in service.
- b. have worked at least 1250 hours over the 12 months preceding the leave’s commencement; **and**
- c. work at a location where at least 50 employees are employed by the City within a 75-mile radius.

If you do not meet the eligibility requirements you may be able to take time off under another City non-FMLA leave policy.

2. LEAVE ENTITLEMENT

a. General:

If you are an eligible employee, the City will grant you up to a total of 12 workweeks of unpaid leave (subject to the requirement that you use accrued paid leave simultaneously with FMLA leave, as set forth herein) during a rolling 12-month period for one or more of the following reasons:

- (i) birth and care of your newborn child;
- (ii) placement with you of a son or daughter for adoption or foster care;
- (iii) to care for an immediate family member (spouse, son, daughter or parent) with a “serious health condition”;

A. Son/daughter must be under age 18 unless incapable of self-care due to a physical or mental disability.

(iv) when you are unable to work (unable to perform one or more essential job function) because of your own “serious health condition,” **or**

(v) for qualifying exigencies (e.g. short notice deployment, military events, childcare, financial/legal arrangements, rest and recuperation, post-deployment activities, etc.), arising out of the fact that your spouse, son, daughter, or parent is on active duty or is called to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

b. Military Caregiver Leave:

If you are an eligible employee and are the spouse, son, daughter, parent or “next of kin” of a “covered service member,” the City will grant you up to a total of 26 workweeks of unpaid leave (subject to the requirement that you use accrued paid leave simultaneously with FMLA leave, as set forth herein) during a “single 12-month period” to care for the “covered service member” if the “covered service member” suffers from a “serious injury or illness.”

A “covered service member” is: (1) a member of the Armed Forces (including National Guard or Reserves) who is undergoing medical treatment, recuperation, therapy, etc., due to a “serious injury or illness;” or (2) a veteran who is undergoing medical treatment, recuperation, or therapy for a “serious injury or illness” and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the 5 year period preceding the date on which the veteran undergoes the treatment, recuperation or therapy.

A “serious injury or illness” is defined as: (1) in the case of a current member of the Armed Forces, an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; or (2) in the case of a veteran who was a member of the Armed Forces at any time any time during the 5 year period preceding the date on which the veteran undergoes the treatment, recuperation or therapy, a qualifying injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by

service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

c. Special Circumstances Unique to Birth or Placement of a Child:

Spouses, both of whom are employed by the City, are jointly entitled to a combined total of 12 workweeks of FMLA leave for the birth and care of their newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition (up to 26 weeks if leave to care for a covered service member with a serious injury or illness is involved).

Leave for birth and care, or placement for adoption or foster care must conclude within 12 months after the birth or placement.

d. Intermittent FMLA Leave:

Under some circumstances, you may take FMLA leave intermittently – which means taking leave in separate blocks of time, or by reducing your normal weekly or daily work schedule. When intermittent leave is needed for planned medical treatment, you must make a reasonable effort to schedule treatment so as not to unduly disrupt the City’s or Client’s operations.

- (i) Employees will not be approved to use intermittent FMLA leave after the birth or placement of a child for adoption or foster care.
- (ii) FMLA leave may be taken intermittently whenever medically necessary to care for a seriously injured or ill family member, or because you are seriously ill and unable to work.

e. How the Workweeks are Computed:

The 12 workweeks (or, in appropriate circumstances, the 26 workweeks) are computed by combining all qualifying leaves (e.g. birth, placement of a child for adoption or foster care, care of a qualifying immediate family member, employee’s own serious health condition, etc.).

f. Employees are Required to Use Accrued Paid Leave Simultaneously with FMLA Leave:

As part of the FMLA leave, the employee must first utilize any accrued paid leave (sick leave, vacation leave, and/or personal leave). When paid leave is exhausted, any remaining portion of your FMLA entitlement will be unpaid. The period of time you are receiving Workers' Compensation benefits (for work-related illness/injury) will be considered paid FMLA leave. Where permitted, you may be allowed to use paid leave (paid personal leave, vacation, etc.) to supplement your workers' compensation benefits, up to replacing 100% of your regular wages/salary.

The City is responsible for designating if your use of paid leave counts as FMLA leave based on information the City receives from you.

3. DEFINITIONS

Serious Health Condition: Means an illness, injury, impairment, or physical or mental condition that involves either:

- a. Inpatient Care: Any period of incapacity or treatment connected with inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical-care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; **or**
- b. Continuing Treatment: Continuing treatment by a "health care provider" which includes any period of incapacity (i.e. inability to work, attend school or perform other regular daily activities) due to:
 - (i) Absence + Treatment: A health condition (including treatment and recovery) lasting more than 3 consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition PLUS:
 - (1) treatment two or more times by or under the supervision of a "health care provider" (i.e. in-person visits, the first within 7 days and both within 30 days of the first day of incapacity [absent extenuating circumstances]); or
 - (2) one treatment by a "health care provider" (i.e. an in-person visit within 7 days of the first day of incapacity) with a regimen of continuing treatment (e.g. prescription medication, physical therapy, etc.);

- c. Pregnancy: Any period of incapacity related to pregnancy or for prenatal care. A visit to the “health care provider” is not necessary for each absence; or
- d. Chronic Conditions: Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a “health care provider,” and may involve occasional episodes of incapacity (e.g. asthma, diabetes). A visit to a “health care provider” is not necessary for each absence; or
- e. Permanent/Long-Term Conditions: A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g. Alzheimer’s, a severe stroke, terminal cancer). Only supervision by a “health care provider” is required, rather than active treatment; or
- f. Multiple Treatments (Non-Chronic Conditions): Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than 3 consecutive days if not treated (e.g. chemotherapy or radiation treatments for cancer).

Health Care Provider: Means:

- a. doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; or
- b. podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or
- c. nurse practitioners, nurse-midwives and clinical social workers and physician assistants who are authorized to practice, and performing within the scope of their practice, as defined under state law; or
- d. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Mass.; or
- e. any health care provider recognized by the employer or the employer’s group health plan benefits manager.

4. MAINTENANCE OF BENEFITS

The City is required to maintain group health insurance coverage for you while you are on FMLA leave if you were receiving such insurance coverage before FMLA leave was taken. Coverage will be on the same terms as if you had continued to work. When applicable, arrangements will be made for you to pay your share of health insurance premiums while on FMLA leave.

If you fail to return to work from an FMLA leave, unless for one of the limited reasons set forth in the FMLA's accompanying regulations, the City is entitled to recover premiums it paid on your behalf during any period you were on unpaid FMLA leave.

Your use of FMLA cannot result in the loss of any employment benefit that you earned or were entitled to **before** using FMLA leave, nor can it be counted against you under a "no fault" attendance policy. However, if a bonus or other payment is based on the achievement of a specified goal such as hours worked, products sold, or perfect attendance, and you have not met the goal due to FMLA leave, you may be denied payment, unless such payments are paid to employees on equivalent leave status for reasons that don't qualify as FMLA leave.

5. JOB RESTORATION

Upon timely return from FMLA leave you will be restored to your original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. If FMLA was taken because of your own serious health condition, you must timely submit a "fitness for duty" certificate before you will be reinstated. If you fail to timely return-to-work and/or fail to present a "fitness for duty" certificate when your FMLA leave entitlement is exhausted, and absent an appropriate request and approval for continuation of non-FMLA leave, you will be subject to discharge.

You have no greater right to job restoration or to other benefits and conditions of employment than if you had been continuously employed.

Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to City operations, the City may refuse to reinstate certain highly-paid "key" employees (a salaried "eligible" employee who is among the highest paid 10% of the employees within 75 miles of the work site). If applicable, you will be notified of your status and rights as a "key" employee.

6. NOTICE AND CERTIFICATION REQUIREMENTS

a. Employee Notice Requirements:

Employees seeking to use FMLA leave must provide 30-days advance notice of the need to take the leave when the need is foreseeable and such notice is practicable (e.g. birth of child, planned surgery, etc.).

When the need for leave is foreseeable less than 30 days in advance, or is not foreseeable, you must provide notice as soon as practicable under the circumstances – generally, either the same or next business day.

Though you need not mention the FMLA, you must provide at least verbal notice/information sufficient to make us aware that you need FMLA-qualifying leave (e.g. incapacitated due to pregnancy, hospitalized overnight, etc.), and the anticipated timing and duration of the leave. Calling in “sick” is insufficient. If you have been previously certified/approved for FMLA leave, you must when contacting us specifically reference the qualifying reason for leave or the need for FMLA leave.

You are obligated to respond to our reasonable inquiries aimed at determining if your absence is potentially FMLA-qualifying.

In order to meet your notice obligations absent extenuating circumstances, you or your spokesperson (if you are unable) must contact your Supervisor or the Human Resources Department. During non-working/non-operating hours you must leave a voice-mail message or e-mail with your Supervisor or you may contact Human Resources at 269.781.5183 x 1119 (voice mail), send a fax to 269.781.3835 or send an e-mail to thall@cityofmarshall.com. The message, fax, or e-mail must provide information sufficient to make us aware that you need FMLA-qualifying leave, the anticipated timing and duration of the leave, and a means for us to contact you or the person leaving the message, fax, e-mail.

When appropriate, and when we wish your qualifying time off from work to be counted toward your annual FMLA allotment, we will designate the time off as FMLA. Conversely, when you wish to use FMLA to protect your employment status (e.g. avoid being AWOL, avoid an unexcused absence, etc.), it is **your** responsibility to clearly, unequivocally and timely request use of FMLA.

b. Employer Notice Requirements and Corresponding Employee Obligations:

We will notify you within 5 business days (absent extenuating circumstances) of your eligibility to take FMLA leave and inform you of your rights and responsibilities (and consequences if you fail to meet those obligations) under the FMLA. If appropriate, we will provide you at least one reason why you are not eligible to take FMLA leave.

If you meet your notice obligations, we will require that you provide medical certification within 15 days supporting the need for leave due to a serious health condition affecting you or a qualifying immediate family member. If provided to you, you must share your job's "essential functions" with your health care provider who, when filling out the certification form, must specify which functions you cannot perform. If you fail to provide the medical certification form to the City within 15 days, your request for FMLA leave may be denied. We will notify you if your certification is deficient, explain why it is deficient, and require you to cure the deficiency.

We may require second or third health care provider opinions (at the City's expense).

We may use a health care provider, a human resource professional, a leave administrator, or a management official – but not your immediate supervisor – to authenticate or clarify your medical certification.

When we have sufficient information, we will notify you that your leave will or will not be designated and counted as FMLA leave.

When appropriate, we will require periodic recertification at your expense (we may present your health care provider with your absence record and ask if your need for leave is consistent with this pattern).

When appropriate, we will require that you provide us with periodic reports during your FMLA leave regarding your status and intent to return to work.

If you are returning from leave for your own serious health condition, we will require that you submit a certification that you are able to resume work (you will also be notified of this requirement). If we have reasonable safety concerns, we may require this certification if you are returning from intermittent leave.

When intermittent leave is needed to care for a qualifying immediate family member or your own serious health condition, *or* is for planned

medical treatment, you must consult with us and make a reasonable effort to schedule the leave (and treatments) so as not to disrupt unduly the City's or Client's operations.

7. OTHER PROVISIONS

When FMLA leave is to be taken intermittently or on a reduced schedule, the City may require that you transfer temporarily (for the period of your FMLA leave usage) to an available alternate position (with equivalent pay and benefits) for which you are qualified and which better accommodates recurring periods of leave than does your regular position.

If you return from an absence which, though qualifying, was never designated as FMLA because we were unaware of the true reason for your absence (e.g. you provided insufficient notice when first calling in, you took vacation time without explanation, etc.), you must notify us within two business days of returning to work of the true reason for your leave and must request the time be retroactively designated as FMLA. An employee who fails to timely do so may be unable to subsequently assert FMLA protection for the absence.

An employee absent from work on FMLA leave must not (absent written authorization) engage in "outside" or "supplemental" employment (including self-employment).

An employee who fraudulently obtains or utilizes FMLA leave is not protected by FMLA's job restoration or maintenance of health benefits provisions, and is subject to discharge.

It is unlawful for any employer to interfere with, restrain or deny the exercise of any right provided by FMLA.

Please contact Human Resources if you have any questions or concerns about the FMLA or the City's application of the FMLA. Or, visit the Wage and Hour Division website: <http://www.wagehour.dol.gov> and/or call 1-866-487-9243.

To the extent anything contained in this Policy conflicts with the Family and Medical Leave Act, the Act will prevail.

ARTICLE 15 PROMOTIONS

Section 1: A promotion within the bargaining unit shall be made on the basis of ability to perform the job and seniority. A promotion is defined as a position involving a higher rate of pay for the employee applying for the position. The City shall not be obligated to consider a request from an employee who has not submitted the request for promotion in writing. There shall be a competitive written examination each time a vacancy is to be filled.

Section 2: An employee who is promoted will assume the new responsibility on the effective date cited on the notice of promotion and will be granted the classification and rate of pay consistent with the promotion.

ARTICLE 16 DISCIPLINARY ACTION

Section 1: Discipline is primarily the responsibility of the first line supervisor. Discipline shall be positive, developmental, and progressive in nature. When the City feels that the positive, developmental and progressive discipline has not succeeded in solving the problem, further punishment and/or discharge may be necessary for alleged violations of departmental rules and regulations. Such punishment or discipline or discharge shall be imposed by the Chief or the Chief's designee.

Section 2: Whenever disciplinary action is taken against an officer, the charges and specifications resulting in such discipline or discharge shall be reduced to writing and copies shall be furnished to the Union and to the employee against whom the charges are brought.

Section 3: Employees shall be permitted the presence of a Union steward if they so request at the time disciplinary action is initiated against the employee.

Section 4: In the event the employee believes that the discipline or discharge is not just, such shall constitute a case arising under the grievance procedure, provided a written grievance with respect thereto is presented to the Chief or the Chief's designee within five (5) days after such disciplinary action is taken. An employee who receives disciplinary action such as discharge may file a written grievance within five (5) days after Step 2 of the grievance procedure.

Section 5: The employee against whom the charges have been made may be represented at any hearing by the Steward or another Union representative. The City may be represented at such hearing by the representative of its choice.

Section 6: In imposing any discipline, the City will not base its decision upon any infraction of department rules or regulations which occurred more than two years previously.

Section 7: In the event it should be decided, under the grievance procedure, that the employee was unjustly disciplined, the City shall reinstate the employee. Full compensation, partial or no compensation may be decided under the grievance procedure. Compensation, if any, shall be at the employee's regular rate of pay at the time of such discipline less any compensation earned by the employee during the period of time off work due to discipline.

Section 8: Probationary employees shall not be entitled to benefits and procedures herein provided in cases of disciplinary action.

Section 9: All disciplinary action shall be for just cause.

ARTICLE 17 TRANSFERS

Section 1: In the event of a newly created position within the bargaining unit, employees will be given the opportunity to transfer on the basis of qualifications, ability to perform the work and seniority.

ARTICLE 18 WAGE CLASSIFICATION

Section 1: While employed by the City, each regular full-time employee of the bargaining unit is designated as being in a wage classification corresponding to the length of service with the department. Step increases, as provided in Appendix "A", shall be allowed each year for each member of the bargaining unit until the maximum limit, unless that member receives written notification from the Chief of Police outlining the reasons for not being allowed advancement. Such notification shall be received prior to the date set for such advancement, which shall be the date of hire for the employee. The written notification shall state the reasons and shall be reasonable and will be subject to the grievance procedure.

- (a) All employees shall be paid as outlined in Appendix "A", unless a higher rate is approved by the City Manager.
- (b) Salary increases shall be made on the basis of performance and service and in the amounts and at the intervals as provided for in Appendix "A".

**ARTICLE 19
LONGEVITY PAY PROGRAM**

Section 1: In addition to rates outlined in Article 18 and Appendix A, any employee hired prior to July 1, 2002, who has been continuously employed by the City for a period of not less than five (5) years shall receive \$2,000 longevity pay.

Section 2: All employees covered by this agreement having completed five (5) or more years of continuous service shall be eligible to receive longevity pay as follows:

5 years' service	\$ 500.00	11 years' service	\$1100.00
6 years' service	\$ 600.00	12 years' service	\$1200.00
7 years' service	\$ 700.00	13 years' service	\$1300.00
8 years' service	\$ 800.00	14 years' service	\$1400.00
9 years' service	\$ 900.00	15+ years' service	\$1500.00
10 years' service	\$1000.00		

Section 3: In order to be entitled to longevity pay under this Article, an employee must have completed five (5) years of service prior to November 1 of the current year. Longevity pay will be paid to eligible employees in one (1) lump sum on the first pay day in December of each year.

**ARTICLE 20
MISCELLANEOUS**

Section 1: Addresses and Telephone Numbers of Employees. Each employee covered hereby, whether on or off the active payroll, shall keep the City currently advised of correct mailing address and telephone number. The information will not be given out without the written consent of the employee.

Section 2: Resignation. Any employee covered hereby, who desires to resign, shall present the resignation in writing to the Chief of Police or the City Manager. The resignation must be submitted two (2) weeks, exclusive of earned vacation time, prior to the date it is to be effective. Any employee failing to give such proper notice may forfeit all leave benefits accrued under this Agreement.

Section 3: Effect of this Agreement. This Agreement supersedes any past practice otherwise not covered by this Agreement, and it supersedes any previous Agreement, verbal or written, between the City and any employee covered hereby.

Section 4: Waiver Clause. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, except as set forth in Article 8, Section 5, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, and with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 5: Service Weapon: All employees will receive a service weapon issued by the Department.

Section 6: Uniforms. The City shall furnish all uniforms for employees as outlined below:

- Shirts - Three (3) long sleeve and three (3) short sleeve, and two (2) polo style training shirts
- Ties - Three (3)
- Duty Belt and accoutrements (Holster, Cuff Case, magazine holder, belt, etc.)
- Exterior Vest Cover and Vest with accoutrements
- Hat - One (1) dress with badge, one (1) winter cap, and one baseball style hat

The City shall maintain the above items in good, serviceable condition and shall replace such items at its discretion. The City shall arrange for a place that employees may take their uniforms for cleaning at the expense of the City.

At the beginning of this agreement, the City will set aside an amount equal to \$150 per year of this contract for the purchase of footwear (Chief to approve shoe style) that must be worn on the job. The set aside will dissolve at the expiration of this contract. The employee must demonstrate proof of purchase to the Finance Department who will process the City's contribution through established account payable procedures. If an employee leaves employment of the City within 12 months of the purchase, the employee will reimburse the City for the allowance prorated on a monthly basis.

Section 7: Save Harmless Clause. Should any provision or section or portion of this Agreement be held by a court of competent jurisdiction to be invalid, illegal or unconstitutional, such holding shall not be construed as affecting the validity of this Agreement as a whole or of any remaining portion.

Section 8: Conformance with State Law or Federal Law. If State or Federal law is amended on a mandatory basis that would affect any provisions in this Agreement, the Agreement shall be automatically amended to conform with the law on the effective date of such law.

Section 9: Bulletin Boards. The City will select and erect a bulletin board within the Police Department. The City will pay all costs for the purchase and erection of the bulletin board. The Union, exclusively, will maintain and monitor the Union bulletin board. The material posted on said board shall be reviewed by Union representatives within the units (all Command Officers Association of Michigan units within the City). The City reserves the right to remove offensive material which shall be subject to the grievance procedure

Section 10: Personnel File. Union member's personnel files shall be kept under the jurisdiction of the City of Marshall, and may consist of a paper files as well as an electronic management system files. The City will allow only authorized personnel to read, view, have a copy of or in any way peruse in whole or in part a Union member's personnel file or any document which may become a part of his or her file. A member of the Union may view own personnel file as to its total content, except the background investigation report, upon request to the City's Human Resources Department. The City agrees not to divulge the contents of the employee's file without written release from the employee concerned.

Section 11: Pension. Employees are required to participate in the Municipal Employees' Retirement System (MERS) established pursuant to Act 427 P.A. 1984 as amended. The precise details of the coverage are available in the MERS handbook and the provision of the statute. The provisions of this section are guidelines only and are intended merely to memorialize some of the substantive provisions of the Retirement System available to employees. The Provisions include:

- (a) Full retirement at 50 years of age with 25 years of service with a waiver of reduction of benefits (F50/25).
- (b) Benefit Program 3% (of employee's final average compensation) multiplied by years and months of credited service.
- (c) FAC-3 - final average compensation is computed on the highest 36 consecutive months of earnings, divided by 3.
- (d) Employee contribution is a percentage of the employee's total, annual gross compensation. The contribution rate shall be 8.79%
- (e) Employees hired prior to May 8, 2023 shall follow the Defined Benefit Plan Adoption Agreement Addendum that is on file with MERS and was

effective January, 2021, but will also include the stipend for health insurance opt out payment in their calculations.

Employees hired on or after May 8, 2023 shall follow the Defined Benefit Plan Adoption Agreement Addendum that is on file with MERS and was effective January, 2021 as written.

Section 12: Jury Duty. If an employee is called upon for jury service during the regularly scheduled work day, jury duty leave shall be granted. If not selected and/or is not sitting on a jury the employee shall return to and perform the regularly scheduled work.

If selected to serve, the employee shall be paid the difference between the regular base rate of pay and the jury duty pay.

The City may request the court to excuse an employee from jury duty.

Section 13: Schools and Training. An employee who is required to attend an employment related school on the regularly scheduled work day will receive eight (8) hours pay. If this time is less than the normally scheduled shift, then the officer will have a choice to work the hours up to the equivalent of the shift or to accept the reduced hours for that day.

An employee who is required to attend a school on a non-work day shall be paid for time actually in attendance and for time spent in transit directly to and from same.

Section 14: Tuition Reimbursement. The City may provide financial assistance to an employee interested in furthering his/her own formal education. The tuition reimbursement program contributes to the cost of tuition, fees and books.

To qualify for this program, an employee must have been employed by the City of Marshall as a regular full-time employee for one (1) year and must be enrolled in a course of study that is related to the current job or a job in the employee's intended career path with the City. The City Manager will be the final Arbiter in all such determinations.

The educational activity must be approved by the Department Head, Chief and City Manager prior to enrollment and must be successfully completed as set forth below to receive reimbursement.

Fifty percent (50%) of the cost of tuition, fees and books will be reimbursed if a grade of "B" or better is received.

Western Michigan University fees will be used as the maximum reimbursement comparables for any classes taken.

An employee may request flex time to further continued education. Flex time shall be defined as working the specified hours in the pay period but at times agreed upon by the Department Head and City Manager.

Following reimbursement, an employee is expected to remain with the City of Marshall for 6 months if reimbursed for a technical, undergraduate or community college class and for 1 year if reimbursed for a graduate level course. If an employee leaves the City prior to 6 months/1 year following reimbursement, the reimbursement will be deducted from the employee's final pay check.

In order to be entitled to any reimbursement under this provision each employee must submit his/her requests for course approval no later than six (6) months before the beginning of the fiscal year in which the courses are scheduled to commence. This provision shall apply only to a single approved master's degree for an employee and shall not cover any other graduate or post-graduate level courses or programs.

Not more than \$1,000.00 will be reimbursed to any employee in a fiscal year.

Section 15: Drug/Alcohol Testing. The Drug/Alcohol testing policy attached as Appendix "B" is incorporated in this Agreement in its entirety.

Section 16: AMERICANS WITH DISABILITIES ACT (ADA). The City and the Union agree to cooperate in an attempt to find a reasonable accommodation in order to allow a disabled applicant or employee to perform the essential functions of the position.

Section 17: To engage employees and improve morale, the City may hold employee recognition activities or events, including but not limited to employee appreciation picnic, holiday parties, issuance of employee recognition awards and/or payment, paid leave or other one-time benefits to employees in conjunction with these recognition events, activities or awards.

ARTICLE 21 GRIEVANCE PROCEDURE

Section 1: Definition of a Grievance. A grievance is defined as a claim founded on an alleged violation of this Agreement; any grievance filed shall refer to the specific provision alleged to have been violated and shall set forth the facts pertaining to the alleged violation. Any grievance not conforming to the provisions of this section shall be denied on the basis of not constituting a valid grievance.

Section 2: Steps of the Grievance Procedure. Whenever a grievance arises, an employee may present said grievance to the immediate supervisor within five (5) working days of the event on which the grievance is based. The employee shall suffer no loss of pay for the time spent with the immediate supervisor discussing the

grievance. The employee who feels aggrieved shall be allowed the presence of a local union representative when discussing the alleged grievance. If the issue is unresolved, the employee, on his/her own time, may reduce the grievance to writing on a form provided by the Union and approved by the City and then present it according to the following procedure and by all rules for grievance processing per Section 3 of this Article. Failure to comply with all of the requirements as set forth in the following grievance procedure or by the rules for grievance processing shall be used by a management representative at any step as a permanent grievance denial.

Step 1. If the command officer's answer is not satisfactory to the grievant, the employee's representative may, within two (2) days thereafter, present it to the Chief of Police or the Chief's designated representative who shall answer it in writing on the form no more than two (2) days later.

Step 2. If the answer of the Chief of Police in Step 1 is not considered satisfactory by the employee, the employee's representative or his/her designee may, within three (3) days thereafter, present it to the City Manager. The Union or the City Manager may call a meeting at which any participant may attend who has participated in a previous Step. The grievant and local representative shall be present for that meeting. The POLC representative may be present. The City Manager shall answer the grievance, in writing, no later than ten (10) days after it is presented to him or the date of the meeting, whichever is later.

Step 3. If, at this point, the grievance has not been satisfactorily settled, the Union shall have the right to refer such grievance to arbitration in accordance with the Voluntary Labor Arbitration Rules of the MERC then in effect, provided such referral is made within fifteen (15) calendar days after receipt by the Union of the City's Step 2 answer for such a grievance. If the grievance has not been submitted to arbitration within the said fifteen (15) calendar day period, it shall be considered resolved. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator, in his/her own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and MERC shall be shared equally by the City and the Union.

Section 3: Rules of Grievance Processing.

- (a) Employees shall write, investigate, process and present a grievance so that this activity will not conflict with the full, faithful and proper performance of their required duties.
- (b) All grievances must be filed within five (5) working days following the date of occurrence.
- (c) Management representatives shall date and sign the grievance indicating receipt thereof.
- (d) When a management representative returns the form with an answer on it, the grievant shall date and sign the grievance indicating receipt thereof.
- (e) A grievance not appealed to the next higher step within the time limit shall be deemed permanently denied.
- (f) A grievance not answered within the time limit provided shall be automatically advanced to the next higher level.
- (g) "Days" within the grievance procedure shall be defined to exclude Saturdays, Sundays and all Holidays and "Days" for the procedural time limits are to begin at 12:01 a.m. the following day.

**ARTICLE 22
PERSONNEL POLICIES**

Section 1: The City shall have the right to make rules and regulations for the purpose of maintaining order, safety and/or efficient operations, provided such rules are not inconsistent with the terms of this Agreement. The Policies contained in the City of Marshall Personnel Policy Manual shall apply to the employees covered by this Agreement except to the extent that the policies are inconsistent with the terms of this Agreement.

**ARTICLE 23
VALID DRIVER'S LICENSE**

Section 1: All Command Officers are required to hold a valid, Michigan driver's license.

- (a) Any employee who fails to renew or whose driver's license is suspended is subject to disciplinary action up to and including termination.

**ARTICLE 24
AGREEMENT, RATIFICATION, TERMINATION AND MODIFICATION**

Section 1: This Agreement incorporates all Agreements and resolves all issues between the parties and shall continue in full force and effect until its termination date.

Section 2: This Agreement shall become effective July 1, 2026, and shall continue in full force and effect until June 30, 2029, at 12:00 midnight, and for successive annual periods thereafter unless not more than one hundred twenty (120) days or less than ninety (90) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision or modification and such written notice shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of a desire to terminate.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this _____ day of _____, 2026

POLICE OFFICERS
LOBOR COUNCIL

CITY OF MARSHALL

Scott Eager, Labor Representative

Derek Perry, City Manager

Date: _____

Date: _____

Robert Ritsema, Union Steward

Michelle Eubank, Clerk

Date: _____

Date: _____

APPENDIX A

Section 1: Listed below are the classifications and corresponding annual wages agreed to by the parties to this Agreement.

Probationary Wage	Sergeant Wage
8.0% above top patrol wage	15.0% above top patrol wage

Section 2: Non-probationary employees shall receive an education bonus for a degree from an accredited college/university that is related to police administration, public administration, or management. Employees shall receive this bonus for the highest degree earned. The payment will be paid the first pay in July each year.

Bachelor's Degree	\$500 annual
Master's Degree	\$1,000 annual

Section 3: Those Sergeants assigned to work the afternoon shift shall receive two (2%) percent differential. Those Sergeants assigned to a split shift shall receive a two (2%) percent differential, and Sergeants assigned to midnights shall receive a two percent (2%) differential.

APPENDIX B DRUG/ALCOHOL TESTING POLICY

Testing

1. Reasonable Suspicion. Testing of bargaining unit members for the presence of controlled substances or illegal drugs must be based upon the reasonable suspicion that an employee has consumed controlled substances or illegal drugs. The test must be requested by the Chief of Police.

2. Standard for Determining Reasonable Suspicion.
 - (a) Reasonable suspicion shall be based upon specific objective facts and reasonable inferences drawn from those facts in light of experience and/or training.
 - (b) Where reasonable suspicion is based upon personal observation by a command officer, the objective facts must be articulable and may include the person's appearance and behavior.
 - (c) When an informant has supplied information, the informant's veracity, reliability and basis of knowledge will be relevant. If the informant is a member of the department in a lower ranking position, he/she may approach the Chief of Police to provide such information, without regard to the normal chain of command.
 - (d) When another employee who is not a command officer has supplied information or has made a personal observation, his/her basis of knowledge will be relevant.
 - (e) The facts forming the basis for the reasonable suspicion shall be disclosed to the employee at the time that demand for testing is made, and the employee shall, at that same time, be given the opportunity to explain his/her behavior or actions. Provided, however, that in situations where drug testing is recommended, the employee shall be allowed to make such explanation to the Chief of Police in person and further allowed to commit said explanation to written form, prior to the conducting of such test. The employee shall have the right to union representation. The employee shall not have a right to refuse to submit to the test.
 - (f) Within five (5) calendar days after the demand for testing, the facts forming the basis for reasonable suspicion and reasonable inferences drawn from those facts including employee's statement, if any, shall be reduced to writing, and a copy given to the employee.

3. Release from Duty. Any time an employee has been ordered to submit to a test based on reasonable suspicion, the employee will not drive a vehicle or perform any duty or function as a department employee, unless so authorized by the Chief of Police or the designee. The employee will be compensated according to his/her collective bargaining agreement for all time spent in the testing process. Wherever possible, such testing process will be conducted during the employee's scheduled on-duty time.

4. Laboratory Tests. Arrangements will be made to transport the person taking the test to the hospital, medical office, clinic, or independent laboratory to perform the test. A proper chain of custody will be maintained on all test samples.

In the case of urine testing for illegal use, the laboratory used must be certified by the National Institute on Drug Abuse (NIDA) or C.O.L.E.S. The initial screening test will be conducted using the "EMIT" test. No disciplinary action shall be taken based on the initial screen test but, rather, may only be taken after a confirmation or follow up test has been administered. Confirmation or follow up tests will be conducted using the Gas Chromatograph/Mass Spectrometer. The sample will be retained (frozen) for up to one year for the purpose of further confirmation tests.

"Decision" levels are set sufficiently high enough so as to preclude any other possible reason for a drug's presence except illicit use. The following "decision" levels, reported in nanograms per milliliter, are proposed for deciding the point at which the presence of a drug on an EMIT test would be reported as positive, i.e., the point at which a confirmation test (GC/MS) would be required.

NIDA-5 (screen and GC/MS confirmation)

<u>Drug Group</u>	<u>Drug or Metabolite Detected</u>	<u>Initial test level ng/ml</u>	<u>GC/MS confirmation</u>
Amphetamine	Amphetamine	1,000 ng/ml	500 ng/ml
	Methamphetamine	1,000 ng/ml	500 ng/ml
Cocaine metabolites	Benzoylcegonine	300 ng/ml	150 ng/ml
Marijuana metabolites	delta-9-THC-9-COOH	100 ng/ml	15 ng/ml
Opiate metabolites	Codeine	300 ng/ml	300 ng/ml
	Total Morphine	300 ng/ml	300 ng/ml
Phencyclidine	PCP	75 ng/ml	75 ng/ml

If an EMIT test detects the presence of a drug above the "cut off" level but below the "decision" level, the test results will be reported as "negative."

Upon completion of all testing, the employee shall be notified of the results of the testing as soon as is practical after the City receives such notification. If the results are negative, all records and reports concerning the test will be destroyed. If the results of confirmation testing are positive, the results will be reported to the Chief of Police.

5. Disciplinary Action

Grounds for Immediate Discharge. Employees will be subject to immediate discharge for the first offense in any of the following circumstances:

- (a) Refusal to take a requested urine and/or blood (breath) test, including refusal to execute any required consent forms and/or refusal to cooperate regarding collection of samples.
- (b) Drinking alcoholic beverages during working hours, or within four (4) hours of any scheduled assignments.
- (c) Having a blood alcohol content of .02% or more during working hours, based on the test result and application of the recognized .015% per hour blood alcohol dissipation rate.
- (d) Working or reporting for work when ability to perform is impaired by drugs. A positive drug test when confirmed by evidence of impairment during working hours, shall conclusively establish impairment.
- (e) Possession, concealment, unlawful manufacture, distribution, dispensation, or sale of alcoholic beverages or prohibited drugs while on duty or on the City's premises.
- (f) Conviction of any criminal drug statute.
- (g) Violation of Rehabilitation and Last Chance Agreement. Depending upon the circumstances involved, including, but not limited to, the employee's work record, whether illegal drugs or other illegal activity took place, and any other relevant factors, the City will allow the offending employee's employment to continue pending successful completion of a rehabilitation program pursuant to an unpaid leave of absence. In such a case, the City may also require that any return to work by the offending employee will be based upon a "last chance" agreement containing provisions different from those contained in this document or any other City drug/alcohol abuse policy, procedure or work rule. After returning to work, the last chance

agreement will provide that any failure for a subsequent drug/alcohol test will result in discharge.

6. Confidentiality. All testing records, records indicating reasonable suspicion of employee substance abuse, or records relating to rehabilitation or "last chance" agreements, and any other record concerning individual employee substance abuse, will be considered strictly confidential and will be available only to those person(s) involved in decisions concerning the affected employee.
7. The City recognizes that drug and alcohol abuse are treatable illnesses, and that the proper response to these illnesses is education, treatment and rehabilitation, not punishment.
8. No Waiver of Legal Rights. The parties agree that this program shall not diminish the rights of individual employees under State and Federal laws relating to drug testing.
9. Prior to accepting an assignment in the "drug-unit," and/or upon completion of an assignment in the "drug-unit," an officer will take a drug test.
10. Refusal by an employee to take a drug test, pursuant to paragraph (9) above, shall subject the employee to immediate termination.

APPENDIX C

EMPLOYEES HIRED PRIOR TO JULY 15, 1986

The City of Marshall will continue to provide health insurance at the same level as provided for City of Marshall non-union, full time, active employees for an employee and the employee’s spouse if married at time of departure, and who leaves City of Marshall employment

- ◆ with 25 or more years service
- ◆ at age 50 with 15 or more years service
- ◆ at age 60 with 10 or more years service

The retiree will be required to make the same copayments, deductibles, and premium contributions as being paid by non-union employees. If and when the health insurance coverage changes for City of Marshall non-union, full time, active employees, the same changes will be in effect for all retirees covered under this provision.

If, at the time of the covered retiree’s death, the plan available provides coverage for the retiree’s spouse, then said coverage shall continue until the retiree’s death or the death of the spouse (if married at the time of retirement), whichever occurs later. When retiree (and/or spouse if included in coverage) becomes Medicare eligible the retiree (and/or spouse if included in coverage) MUST enroll in parts A and B and the City of Marshall will provide supplemental coverage only.

EMPLOYEES HIRED AFTER JULY 15, 1986

The City of Marshall will make available health insurance at the same level as provided for City of Marshall non-union, full time, active employees for an employee and the employee’s spouse if married at time of departure, who leaves the City of Marshall per the following schedule:

AGE	SERVICE	% OF ANNUAL PREMIUM	
		CITY	INDIVIDUAL
50	15	0	100
50	16	10	90
50	17	20	80
50	18	30	70
50	19	40	60
50	20	50	50
50	21	60	40
50	22	70	30
50	23	80	20
50	24	90	10
50	25	100	0

The retiree will be required to make the same copayments, deductibles, and premium contributions as being paid by non-union employees. If and when the health insurance coverage changes for City of Marshall non-union, full time, active employees, the same changes will be in effect for all retirees covered under this provision.

If, at the time of the covered retiree's death, the plan available provides coverage for the retiree's spouse, then said coverage shall continue until the retiree's death or the death of the spouse (if married at the time of retirement), whichever occurs later. When retiree (and/or spouse if included in coverage) becomes Medicare eligible the retiree (and/or spouse if included in coverage) MUST enroll in parts A and B and the City of Marshall will provide supplemental coverage only.

EMPLOYEES HIRED AFTER JULY 1, 1996

The City of Marshall may make available health insurance at the same level as provided for City of Marshall non-union, full time, active employees for a retiree and the retiree's spouse if married at time of retirement, providing the retiree remits, in advance, the entire monthly health insurance premium to the Finance Department on a monthly basis. **To be eligible for this provision the retiree must, at time of departure, be eligible to immediately begin receiving the MERS pension payment.**

If, at the time of the covered retiree's death, the plan available provides coverage for the retiree's spouse, then said coverage shall continue until the retiree's death or the death of the spouse (if married at the time of retirement), whichever occurs later. When retiree (and/or spouse if included in coverage) becomes Medicare eligible the retiree (and/or spouse if included in coverage) MUST enroll in parts A and B and the City of Marshall will provide supplemental coverage only.

ITEM: 7.F

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
William Dopp, Finance Director/ City Treasurer
Michelle Eubank, City Clerk
DATE: June 15, 2026
SUBJECT: **PURCHASE - PROPERTY AND LIABILITY INSURANCE**

The City's current liability and property insurance broker is Acrisure Great Lakes Partners Insurance Services (formerly Burnham & Flower Insurance Group). Acrisure/Burnham has served as the City's insurance broker since FY 2022 and has provided comprehensive risk management and insurance services for the City's operations.

As part of the City's commitment to fiscal responsibility and due diligence, and in accordance with a 2026 Action Plan objective, the City issued a Request for Proposals (RFP) seeking insurance brokerage services from qualified firms. The intent of the RFP process was to evaluate available options within the marketplace, ensure competitive pricing, and confirm that the City continues to receive appropriate coverage and service levels.

Acrisure was the only firm to submit a formal proposal in response to the RFP. Their proposal is summarized below:

Proposer / Location / Annual Premium

Acrisure Great Lakes Partners Insurance / Kalamazoo / \$376,856.25

Although only one formal proposal was received, staff is very pleased with the pricing and coverage provided. The proposed premium represents an approximate savings of \$40,000 compared to the City's current fiscal year insurance costs, while maintaining the comprehensive coverage necessary to protect the City's assets and operations.

In addition to the immediate premium savings, there are several opportunities for further cost reductions in future years. Once DART operations are fully transitioned to TACC, those vehicles and related assets can be removed from the City's insurance schedule, resulting in additional premium savings. Acrisure also offers a discount through Lexipol, a risk management and policy platform that the City already subscribes to and utilizes. Furthermore, the proposal includes access to the MuniFleet program administered by Azuga, which provides fleet risk management resources, driver education and training opportunities, and fleet management tools designed to reduce losses and improve operational efficiency.

Acrisure has maintained a strong presence in the municipal insurance marketplace for more than 50 years and currently serves over 2,600 municipalities throughout the Midwest. Their extensive experience with public entities provides a thorough understanding of the unique risks,

regulatory requirements, and coverage needs associated with municipal operations.

Based on the favorable pricing, potential for additional savings, and Acrisure's demonstrated expertise in municipal insurance services, staff is pleased to continue the City's relationship with Acrisure Great Lakes Partners Insurance Services for the upcoming policy term.

BUDGET IMPACT:

The expense has been included in the adopted FY 2027 budget and allocated among the appropriate funds and departments within their respective insurance accounts. Approval of this \$376,856.25 contract will result in an estimated savings of \$40,000 compared to what was budgeted.

RECOMMENDATION:

Approve the bid from Acrisure of Kalamazoo, Michigan for the amount of \$376,856.25 for a one-year term with the policy period beginning on July 1, 2026, and ending June 30, 2027, with two (2) one-year renewals, thereafter, if mutually agreed and authorize the City Manager to sign the necessary documents.

ITEM: 7.G

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Kevin Maynard, Director of Electric Utilities
Kip Sundberg, Deputy Director of Electric Utilities
Christy Ramey, Assistant to the Electrical Director
DATE: June 15, 2026
SUBJECT: **CONTRACT - MASTER SERVICE AGREEMENT WITH FOURTH LINE POWER ENGINEERING LLC**

The City of Marshall Electric Department has a long-standing history with GRP Engineering Group for engineering and related services. Following the sale of the firm to Verdantas in 2024, and the retirement of key personnel, the City has experienced challenges with work being completed in a timely manner. At the same time, increased workload and system growth have created a need for additional firms to support ongoing and future projects to ensure timely and necessary electrical system improvements.

Fourth Line Power Engineering LLC, based in Grand Rapids, Michigan, is an engineering firm founded by a former GRP employee. They bring a strong existing working relationship with the City, along with extensive knowledge of our system and the previous projects that GRP has completed on the City's behalf. Therefore, we request to enter into the Master Service Agreement for possible future work needs.

The Fourth Line Power Engineering Master Service Agreement has been reviewed and approved as to form by City Attorney David Revore.

BUDGET IMPACT:

The proposed Master Service Agreement with Fourth Line Power Engineering LLC provides the framework under which the City would be billed should an engineering request be made. The agreement does not make any obligations to any work; therefore, there is no budgetary impact on the agreement.

RECOMMENDATION:

Approve the Master Service Agreement between the City of Marshall and Fourth Line Power Engineering LLC, in substantial form, and authorize the City Manager to sign the necessary documents.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between City of Marshall (Owner) and Fourth Line Power Engineering LLC (Engineer). From time to time Owner may request that Engineer provide professional services for specific projects (Projects). Each engagement will be documented by a scope of work, schedule, and Engineer's compensation. This Agreement sets forth the general terms and conditions that apply to all requests for professional services.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.

- 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.

- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within the time period stated in the Project scope of work. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.15.
- E. Basis of Compensation: The basis of compensation for the Project shall be identified for each specific Project. Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
 - 1. Lump Sum.
 - a. Owner shall pay Engineer a Lump Sum amount for the specified scope of work.
 - b. In addition to the Lump Sum amount, reimbursement of the following expenses: None.
 - c. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
 - 2. Hourly Rates.
 - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
 - b. Engineer's Standard Hourly Rates are attached as Appendix 1.
- F. Additional Services: For Additional Services outside of the defined scope of work, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional

Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as Appendix 1.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the

effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by

- Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the amount of insurance proceeds. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner, for any and all such uninsured Owner's Claims will not exceed \$100,000.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the laws of the state in which the Project is located, venue in the state courts of Calhoun County.
- L. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and

Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

- M. Insurance: Engineer shall secure and maintain general liability and property damage, unemployment, errors and omissions, workers' disability compensation, automobile liability and any other insurance required by law for Engineer, or its employees, agents or officers as will protect him and the City from claims (including claims under the Workers' Compensation Acts) for bodily injury, death or property damage that may arise from its negligence or that of its employees in the performance of services under this Agreement or failure to properly perform its duties as described herein. The insurance policies shall be in such minimum amounts as shall from time to time be acceptable to the City or as set by the City.
- N. A Certificate of Insurance incorporating such requirements and naming the City (and its officers and employees) as an Additional Insured Party and Certificate Holder along with a certificate showing its premium has been paid and a copy of the policy shall be filed each year with the City Clerk. Any such insurance policy shall provide that the City will be given at least thirty (30) days advance notice before cancellation of the policy. The coverages provided by the General Liability and Automobile Liability policies of Engineer shall be primary to any insurance maintained by the City.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

- 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

This Agreement's Effective Date is June 1, 2026.

<p>Owner: _____ (name of organization)</p> <p>By: _____ (authorized individual's signature)</p> <p>Date: _____ (date signed)</p> <p>Name: _____ (typed or printed)</p> <p>Title: _____ (typed or printed)</p> <p>Address for giving notices: _____ _____</p> <p>Designated Representative: Name: _____ (typed or printed)</p> <p>Title: _____ (typed or printed)</p> <p>Phone: _____</p> <p>Email: _____</p>	<p>Engineer: Fourth Line Power Engineering LLC _____ (name of organization)</p> <p>By: _____ (authorized individual's signature)</p> <p>Date: _____ (date signed)</p> <p>Name: <u>Nicholas A. Winsemius</u> (typed or printed)</p> <p>Title: <u>Principal Engineer</u> (typed or printed)</p> <p>Address for giving notices: <u>1923 Peace Valley CT NE</u> <u>Grand Rapids, MI 49505</u></p> <p>Designated Representative: Name: <u>Nic Winsemius</u> (typed or printed)</p> <p>Title: <u>Principal Engineer</u> (typed or printed)</p> <p>Phone: <u>616.638.1671</u></p> <p>Email: <u>nwinsemius@fourthlinepower.com</u></p>
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This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated June 1, 2026.

ENGINEER'S STANDARD HOURLY RATES

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraph 4.01 and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Billing Class	Rate
Principal Engineer	\$ 160/hour
Senior CAD / Designer	\$ 140/hour

ITEM: 12.A

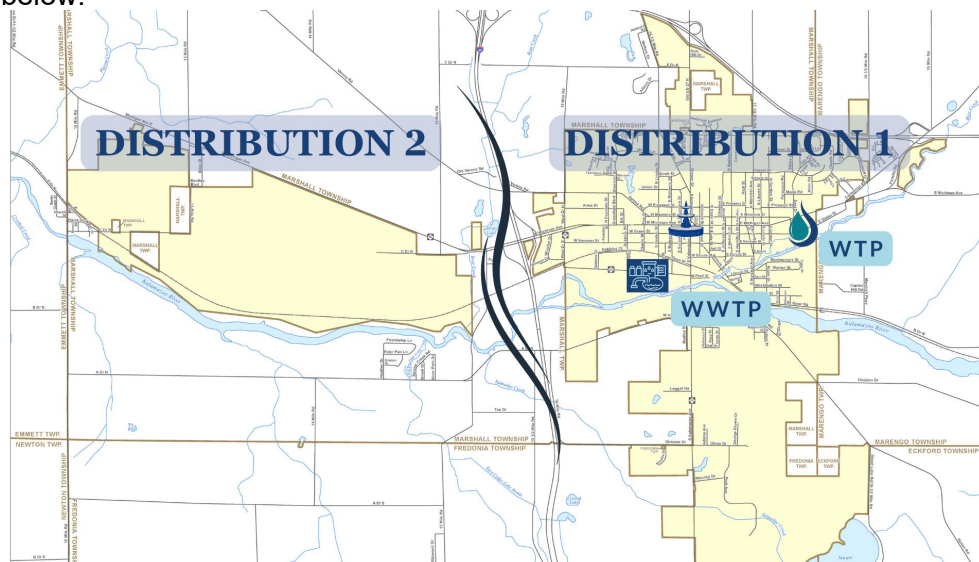
ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
DATE: June 15, 2026
SUBJECT: RESOLUTION 2026-17 - WATER AND SEWER RATES

The City has completed a rate sufficiency analysis for both the Water and Wastewater. The last third party rate analysis was completed in 2023. The current analysis, presented to council at the June 1, 2026 Work Session, reviewed rates systematically to appropriately analyze our traditional service area while also integrating the new Major Campus service area into the rates.

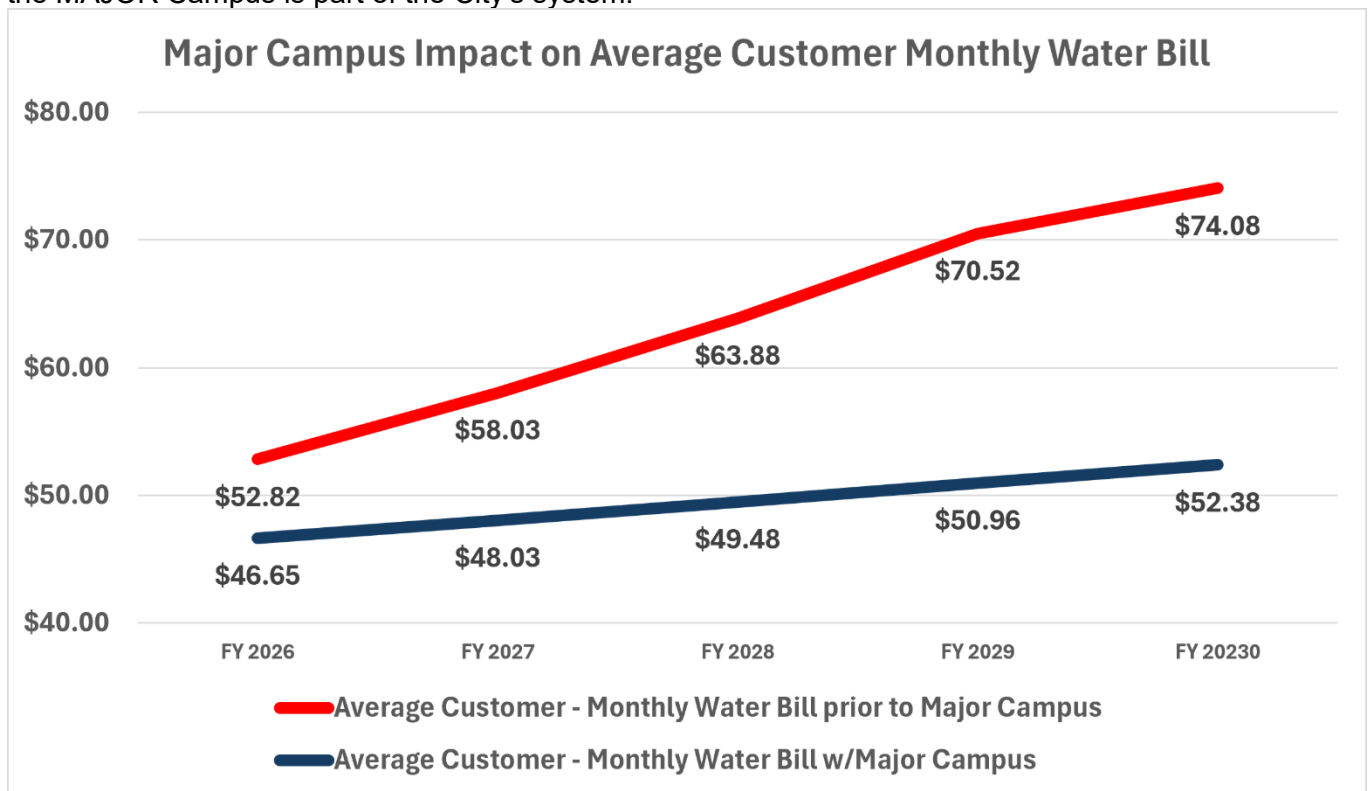
Serving the MAJOR Campus with water was the impetus for creating a distinct service area, Distribution 2, that is regulated by EGLE separately from the historic water service area, Distribution 1. The delineation of the service areas is Interstate-69 as depicted in the graph below.



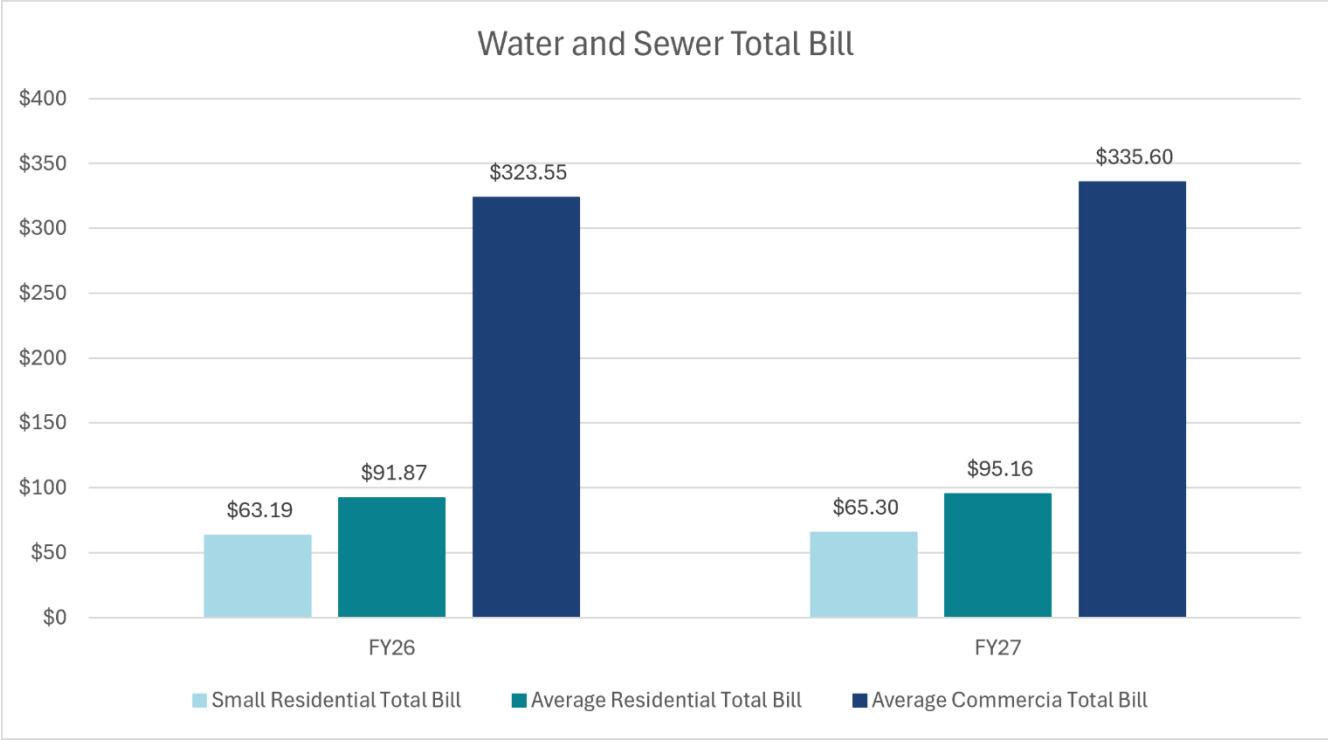
Distribution 2 was built specifically to serve the MAJOR Campus and carries its own operational and maintenance costs. Because the system was fully funded by MAEDA and the State of Michigan as contributed capital, existing Water and Wastewater ratepayers did not pay for its construction. It is therefore fair and appropriate that customers in Distribution 2 support the ongoing costs of the system rather than shifting those expenses to Distribution 1. As outlined in Resolution 2026-17, the proposed rates effective July 1, 2026 reflect this structure: Distribution 1 commodity rates increase by 3% for water and 5.25% for sewer, while Distribution 2 rates—based on anticipated demand and the FY 2027 budget—rise by 7% for water and 22% for sewer. Readiness-to-serve charges for both systems increase by 3%. These adjustments

ensure each distribution system responsibly funds its own needs.

The Distribution 1 system is aged and requires capital expenditures to replace or rehabilitate the system. Distribution 2 is new, requires a large volume of water, and has high annual depreciation expense due to it being new infrastructure. The proposed rates showcase a benefit to Distribution 1 rate payers by utilizing the high volume driven revenue from Distribution 2 to offset capital expenditures in Distribution 1. Without the addition of Distribution 2 to the City's water and wastewater utilities, Marshall's legacy rate payers would be seeing substantial, double-digit, rate increases. This is best exemplified by the graph below. The orange line represents the average customer's water bill over the next 5 years without the MAJOR Campus while the blue line represents the average customer's water bill over the next 5 years now that the MAJOR Campus is part of the City's system.



Water and sewer bill comparison is also an important factor analyzed with annual rate setting. As such, the current bill of our average customers was compared to the projected average bill for the historic service area of Distribution 1. Three user classes were analyzed: small residential (1-2 person households), average residential (4-6 person households), and average commercial. The results are depicted in the chart below. For the water and sewer portions of the monthly utility bill, small residential users will see a \$2.11 increase, the average residential user will see a \$3.29 increase, and the average commercial user will see a \$12.05 increase.



By adopting these water and sewer rate adjustments, we are choosing to safeguard the long-term health, safety, and resilience of our community. These investments strengthen the systems that protect our homes, support local growth, and preserve the natural resources that define our quality of life. While no rate increase is ever easy, this decision demonstrates our commitment to responsible stewardship and our determination to leave our city stronger than we found it. With this action, we are not simply maintaining essential services — we are investing in a reliable, sustainable future that will allow our community to thrive for generations.

BUDGET IMPACT:

Impacts on the budget caused by the adoption of the proposed rates will be reviewed as fiscal year 2027 progresses. Amendments to the water and wastewater budgets will be completed as needed during the quarterly budget reports.

RECOMMENDATION:

Approve Resolution 2026-17, A Resolution to Adopt Water and Sewer Rates and authorize the City Manager to sign the necessary documents.

**CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2026-17**

A RESOLUTION TO ADOPT WATER AND WASTEWATER RATES

Minutes of a regular meeting of the Council of the City of Marshall, held on June 15, 2026 at 7:00 PM.

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____, and supported by _____.

WHEREAS, Chapter 53; Sections 53.01 and 53.02 of the Code of Ordinances, as amended, otherwise known as the Water Rates and Sewer Rates, references these charges for various services shall be established by Resolution.

WHEREAS, on June 1, 2026 City Council held a work session to review proposed water and sewer rates; and

WHEREAS, as part of bringing water and wastewater services to the MAJOR Campus a separate distribution system (Distribution 2) was created to be owned and operated by the City of Marshall; and

WHEREAS, City Council has directed a dedicated rate for those served by Distribution 2 be created that differs from users in the historic service area (Distribution 1); and

WHEREAS, City Council has directed the existing declining block structure of the Distribution 1 commodity rate to be retired over the next three years; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL hereby adopts the water and wastewater utility rates, effective July 1, 2026 as outlined in the following tables.

Water

Readiness to Serve Charge

Per meter per month

Meter Size	Current	FY27
1"	\$ 24.04	\$ 24.76
1 1/2"	\$ 61.77	\$ 63.62
2"	\$ 111.45	\$ 114.79
3"	\$ 250.95	\$ 258.48
4"	\$ 469.73	\$ 483.82
6"	\$ 1,010.21	\$ 1,040.52
8"	\$ 1,776.40	\$ 1,829.69
10"	\$ 2,750.01	\$ 2,832.51

Commodity Rates

Per 100 cubic feet

Area	Block	Current	FY27
Dist 1	1	\$ 4.83	\$ 4.97
	2	\$ 4.06	\$ 4.46
	3	\$ 3.28	\$ 3.94
Dist 2		\$ 3.28	\$ 3.52

Wastewater

Readiness to Serve Charge

Per meter per month

Meter Size	FY26	FY27
1"	\$ 20.03	\$ 21.08
1 1/2"	\$ 51.46	\$ 54.16
2"	\$ 92.83	\$ 97.70
3"	\$ 209.02	\$ 219.99
4"	\$ 391.24	\$ 411.78
6"	\$ 841.05	\$ 885.21
8"	\$ 1,478.69	\$ 1,556.32
10"	\$ 2,288.86	\$ 2,409.03

Commodity Rates

Per 100 cubic feet

Category	FY 26	FY27
Dist 1	\$ 4.73	\$ 4.98
Dist 2	\$ 4.73	\$ 5.78
Flat Rate	\$ 48.44	\$ 50.98

Resolution declared adopted this 15th day of June, 2026.

Michelle Eubank, City Clerk

I, Michelle Eubank, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on June 15, 2026 and that the said meeting was conducted and that the minutes of the meeting were kept and will be or have been made available.

Michelle Eubank, City Clerk

ITEM: 12.B

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Michelle Eubank, City Clerk
Kristopher Ambrose, Deputy Chief
DATE: June 15, 2026
SUBJECT: **SPECIAL EVENT REQUEST - MARSHALL MOTORFEST**

MAEDA-Choose Marshall is requesting to hold the 3rd annual Marshall MotorFest event on July 31 and August 1, 2026. Similar to last year, there will be numerous events throughout the weekend requiring multiple road closures, in addition to other asks and resources from the city. This year's event includes many changes to applications approved in years past, including:

- The closure of N Eagle St from the alley to the entrance to lot 1 on Friday, July 1, 2026, from 3-9 pm for the Classics & Cocktails event.
- The addition of signage that will be placed onto the road after the closure in front of the fire hydrants to block parking. Chief Erskine has approved this placement.
- The additional closure of Michigan Ave from Hamilton to the High/Exchange St intersection.
- Porta Potties to be placed on City and LDFA owned land along Pratt Ave for line up.
- The inclusion of Movies at the Airport in the Motorfest application for Friday, July 31 and Saturday, August 1.
- The parking of cars on the concrete pad at the Honolulu House lawn on Fridays and Saturdays. The city staff is ok with the front yard parking. However, that is an MDOT right of way and the organizers have been told that the city cannot grant permission on their behalf.

Additionally, as in years past, there will be a family event with yard games, bounce houses and other items starting at Noon on N Jefferson St. between Michigan Ave. and Mansion St. A classic car vehicle cruise will also occur beginning at 1 PM until approximately 1:40 PM and will be led by the Marshall Police Department. Staging for the cruise will take place on Pratt Avenue past Woolley Drive. After cruising, the vehicles will park along Michigan Avenue in the downtown for viewing. Michigan Avenue will be closed east of the Fountain to Exchange Street from 11 AM to 6 PM for the duration of the event. MDOT has approved the Michigan Avenue closure. The event hosts are requesting the closure of lot 9 off of Jefferson Street. Lot 9 will host a Ford Electric Vehicle test drive program. Additionally, they are requesting the closure of South Jefferson from Michigan Avenue to Green Street and South Eagle, North Eagle, and North Madison all from Michigan Avenue to the respective north/south alley.

BUDGET IMPACT:

Estimated costs are anticipated to exceed the \$500 non-profit waiver. Costs over \$500 will be

billed to the event organizer.

RECOMMENDATION:

Approve the MAEDA Marshall MotorFest Special Event Application for Friday July 31 and Saturday August 1, 2026.



City Of Marshall
323 West Michigan Ave
Marshall, MI 49068
Phone: 269.781.5183
Fax: 269.781.2878

Special Events Application

Important: Please fill out each item as completely so that the application can be processed as quickly as possible, without unnecessary delays. Please return the completed, signed application, with any necessary attachments, to the City Clerk's Office, at the address shown above. Special Events must be approved by the City Council, which typically meets twice per month. We recommend submitting your application at least 90 days before your organization wishes to receive approval, to allow time to work through issues with the staff, and to allow for the possibility that the City Council may still see issues that should be addressed before approval.

Applicant Information

Name of Special Event: Marshall Motorfest

Is the sponsoring organization: [X] Non-Profit, please provide status letter* [] For Profit

Mailing/Billing Address: 323 West Michigan Avenue

City/State/ZIP Code: Marshall MI 49068

Business Phone: 269-781-5163 Cell Phone:

Email Address(es): james@choosemarshall.com and kimber@choosemarshall.com

Event Information

*A separate event schedule and/or description may be attached in response to questions 1 through 5.

**For any question, if there is not room to include a complete response, please include the response on a separate attachment and note "see attached". When providing information in an attachment, please refer to the appropriate question number(s) to help the City staff review the application.

1. Requested day(s), date(s), and time(s) of the Special Event: Saturday, Aug 1, 2026, show from 1-5pm, Mich Ave closed 11am to 6pm N Eagle and N & S Jefferson closed 9am to 6pm, Pratt closed from 10am to 2pm.

2. Is there a requested alternative date(s)? [] Yes [X] No

If yes, please provide the alternative date(s):

3. Please describe the event(s): A family-friendly car cruise and car show with entertainment

4. What is the requested location(s) of the event(s): Downtown Marshall on Michigan Avenue from the fountain circle to Exchange Street, and N and S Jefferson Street, N Eagle

5. Does this event require a street closure? [X] Yes [] No Street Name: See attached, multiple

Start and End Locations: See attached (line up on Pratt Ave)

Please complete the following check list regarding your event and special needs: More detailed instructions are included on the following pages. Please use additional sheets where appropriate for more detailed responses.

General

- 6. Is this event expected to occur again in a future calendar year? Yes No
Normal Annual Date? 1st Sat in August
- 7. Have you included a map indicating the location of your event? Yes No
- 8. Is your event located within the Downtown Development Authority? Yes No
- 9. Does the applicant wish to prohibit vending within the event area? Yes No
- 10. Does the applicant plan to include vending as part of this event? Yes No
- 11. Will this event include the use of signs? Yes No
- 12. Will the event require the hanging of a banner? Yes No
- 13. Is the applicant requesting special parking arrangements, such as reserved parking? Yes No

Public Services

- 14. Is the applicant requiring utility connections, such as electric or water services? Yes No
- 15. Does the applicant require other public services? Yes No
 - a. Barricades Yes No
 - b. Fencing Yes No
 - c. Street Sweeping Yes No
 - d. Mowing Yes No
 - e. Rubbish Containers Quantity: _____ Yes No
 - f. Picnic Tables Yes No
 - g. Cessation of Lawn Sprinklings Yes No
 - h. Other _____ Yes No
 - i. Map including indicating location of these services? Yes No
- 16. Do you plan to utilize volunteers to help run the event? Yes No
- 17. Do you plan to rent a park facility for the event? Yes No

Public Safety

- 18. Does the applicant have any special security or safety concerns? Yes No
- 19. Are you requesting assistance from the Police/Fire Departments? Yes No
- 20. Will the event include loud or unusual sounds? Yes No
 - a. Musicians Yes No
 - b. Singers Yes No
 - c. Amplified Announcers Yes No
 - d. Carnival Rides Yes No
 - e. Motor Vehicle Noises Yes No
 - f. Other _____ Yes No
- 21. What are the planned hours for loud or unusual sounds? 1-5 pm
- 22. Will the event include unusual lighting beyond what is normal at that location? Yes No

Alcohol Consumption

- 23. Are alcoholic beverages proposed to be served as part of the event? Yes No
- 24. Will you be utilizing a LLC regulated boundary? Yes No
- 25. Are you using the Social District for outdoor alcohol consumption? Yes No
- 26. Have all necessary liquor licenses been obtain at the time of this application? Yes No N/A
- 27. Does the applicant have any other requests that are not listed in this form? Yes - see attached
- 28. The applicant is require to provide \$1,000,000 of liability insurance coverage with respect to the event; have you attached a Certificate of Insurance listing the City of Marshall as an additionally insured? Yes No

Applicant Signature

I hereby affirm that the information is true to the best of my knowledge and belief, and agree that the applicant will be responsible for making certain that the event follows the ordinances, rules, and regulations of the City of Marshall and that the event takes place in accordance with the application as approved by the Marshall City Council, including any conditions placed thereon.



Applicant Signature: _____

Printed Name: **Kimber Thompson** Date: **REV 5/11/26**

The APPLICANT does hereby agree to indemnify, hold harmless and defend the CITY and each of its officers, officials, employees, agents and authorized volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, OWNER, PERMITTEE (Renter) or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fee and litigation expenses), arising or alleged to have arisen directly or indirectly out of the operation and use of CITY property and public right of way. APPLICANT'S obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or authorized volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of CITY or any of its officers, officials, employees, agents or authorized volunteers.

MOTORFEST 2026 TIMELINE

FRIDAY

6-8pm - 19Zero9 Classics & Cocktails Reception with Registration Pick Up

9:30-11:30pm - Movies at the Airport

SATURDAY

9-11 am - Cars & Coffee at DeNooyer Chevrolet with Registration Pick Up

9 am - Michigan Ave. to North and South Jefferson alleys close to set up Kidzone and Ford Test Drives

10 am - Pratt Avenue closes to prepare for Line Up

11 am – Michigan Avenue closes

11 am – Cruise Line-Up Begins at Pratt Avenue

Noon – Kids Zone and Ford Test Drives Begin

1 pm – Cruise Event with Police Escort, ends with cars parked downtown for Car Show

2 pm – Pratt Avenue opens

2:30 – 3:30 – Rockabilly Kids and Adult Contests

4 pm – Car Awards

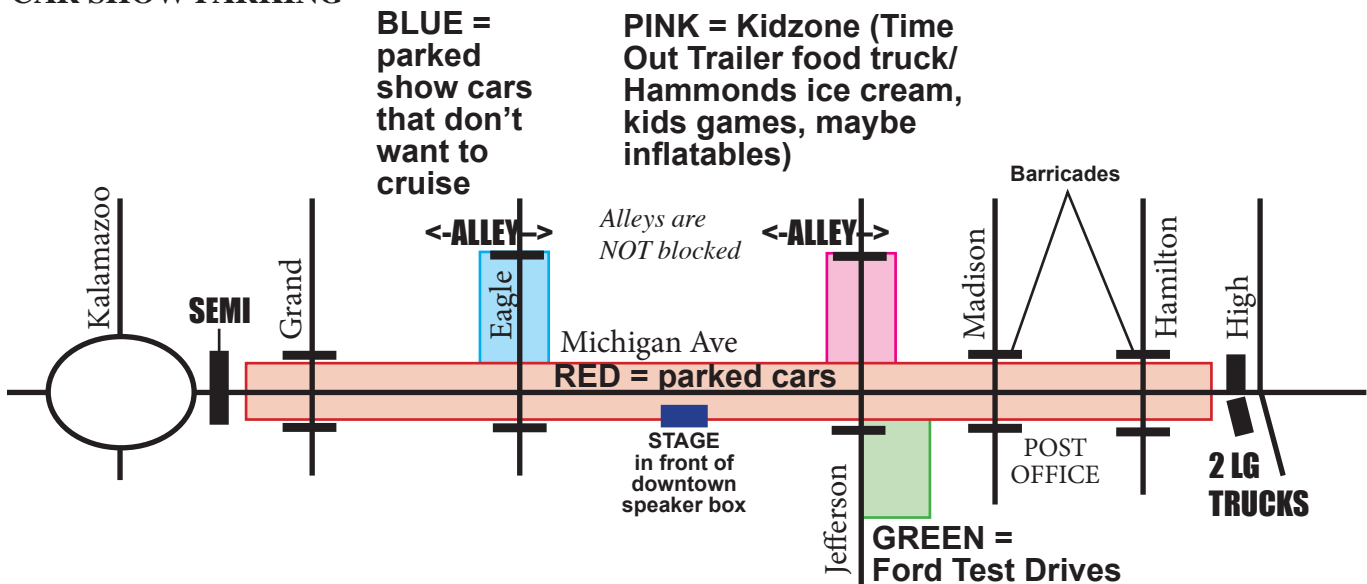
5 pm – Show Ends

6 pm – Road Opens

6-11 pm – Dark Horse After Party (w/Dark Horse Mustang)

9:30-11:30pm - Movies at the Airport

CAR SHOW PARKING



MOTORFEST CHECK-IN / LINE-UP AT PRATT AVE and CRUISE ROUTE

Porta-potties will be placed on Friday before the event. Pratt Ave at Woolley Drive will be closed by a barricade at 10am. Signs/flags, cardboard trash cans, and the check-in table/canopy will be put in place before 11 am.

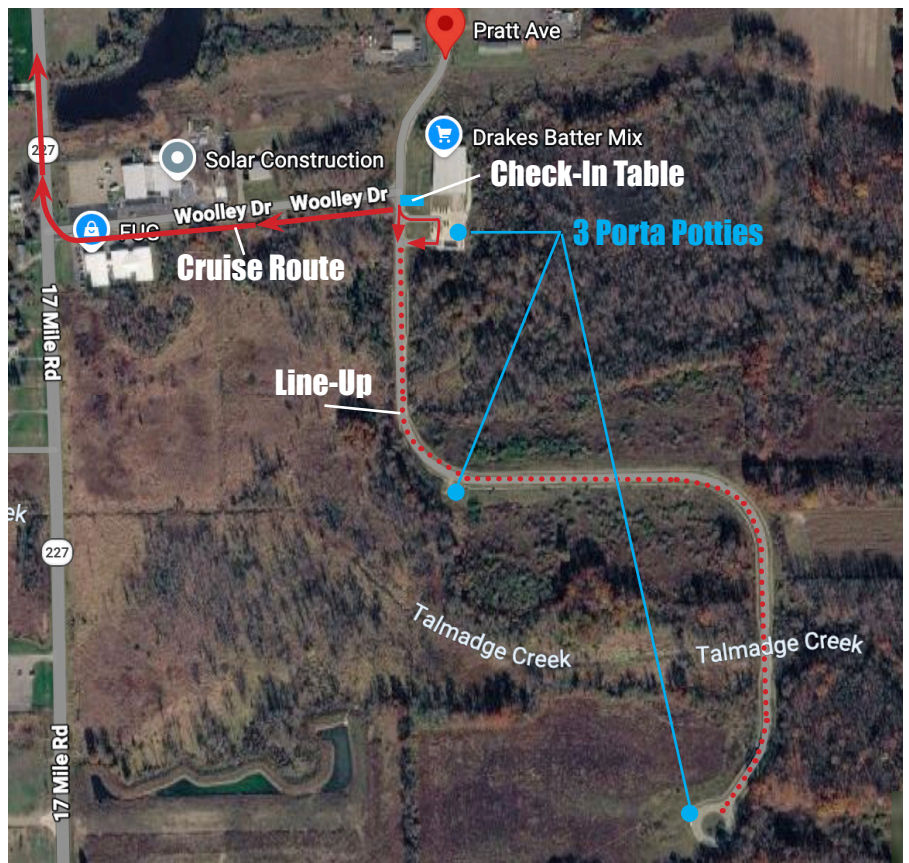
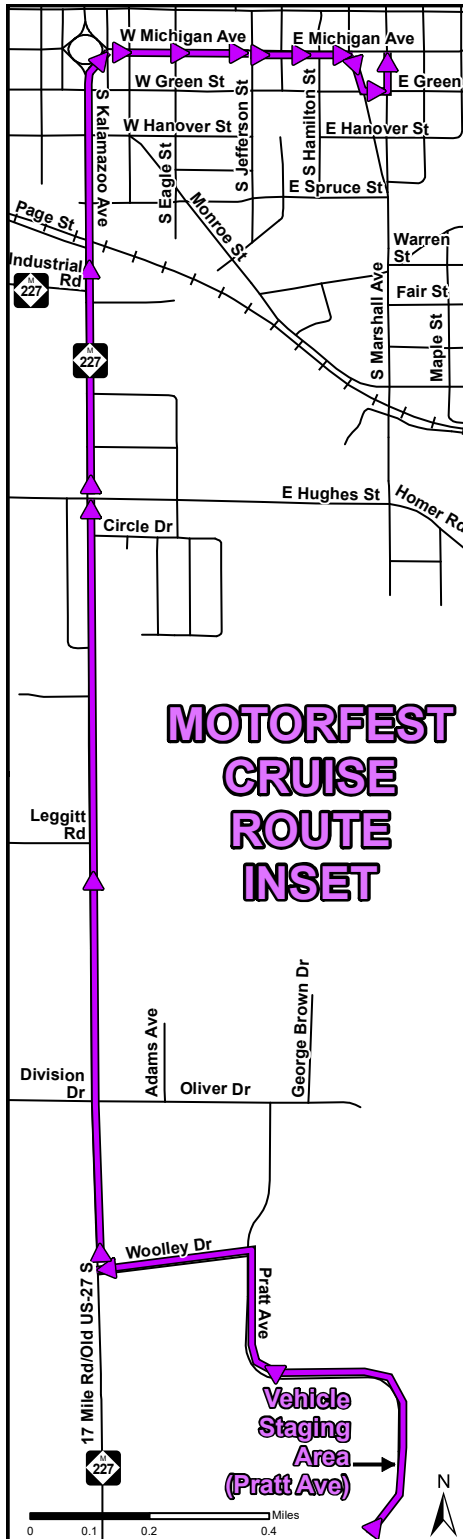
Most participants will register at the 19Zero9 event on Friday night or at Cars & Coffee on Sat morning. They will be directed to line up along Pratt Ave, south of Woolley Drive starting at 11 am.

Participants who do not pre-register can do so at the Check In Table at the junction of Woolley and Pratt. They will be directed into the Drakes Batter Mix parking lot to fill out their paperwork and pay. After completing registration, they can join the line-up. Permission has been granted by Drake’s to use their lot.

There will be 3 porta-potties located along the Line-Up route. Each will have a cardboard trash box beside it. The Marshall Rotary will have a traveling golf cart with chips, snacks, water, and other pre-packaged items for sale.

At 1pm the vehicles will start to cruise, lead by the police and the Marshall Trolley.

After everyone leaves, the trash cans, barricades, table/canopy, and flags/signs will be removed and the road will be clear and re-opened by 2pm. The porta-potties will be removed early Monday morning.

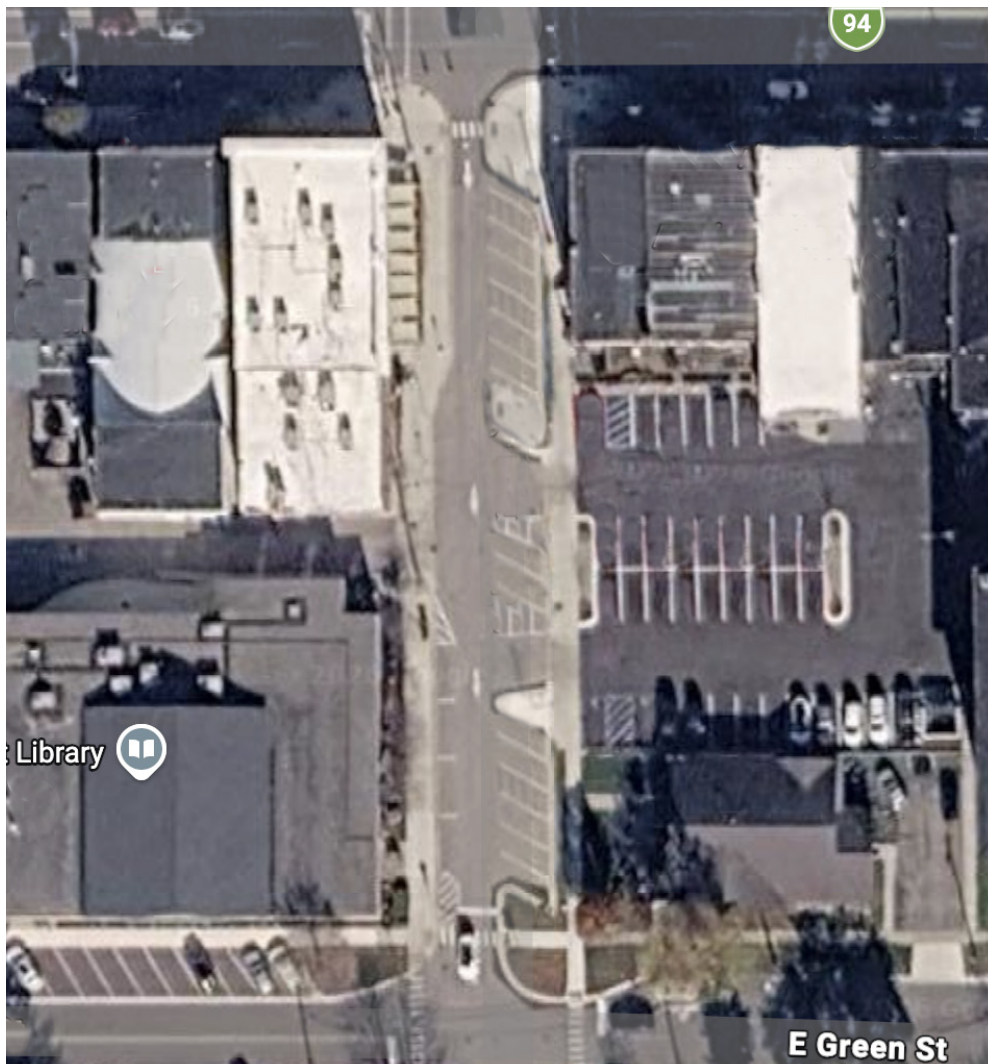
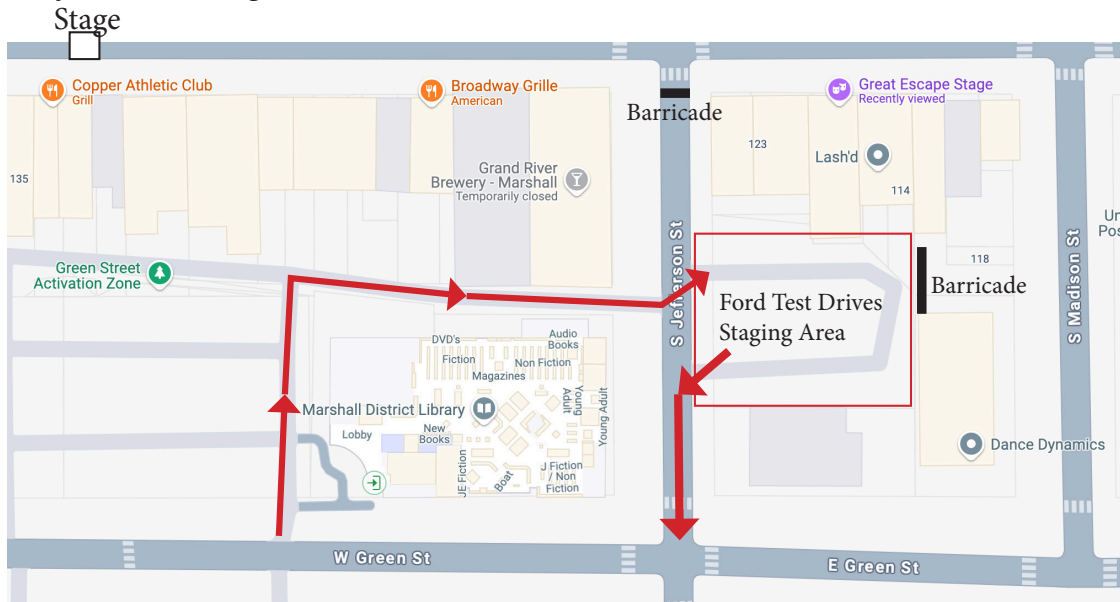


CRUISE proceeds north on S. Kalamazoo, east on Michigan Ave, south on Exchange, east on Green, north on Marshall Ave, and back west onto Michigan Ave. Cars will drive all the way back down to Park Ave (Buds) and angle park (NOT backing in) all the way down the north side of Mich Ave. After reaching High St, cars will then drive back down to Park Ave and angle park on the south side of Mich Ave. All cars will be able to park on Michigan Ave. (no overflow).

MOTORFEST FORD TEST DRIVES

Ford test drive vehicles will be in Parking Lot #9, on the east side of S. Jefferson. Vehicles will exit south onto South Jefferson to Green Street (not sure the actual route they will take from there). Vehicles will return via the library parking lot, utilizing alley access to return to Parking Lot #9.

The library alley will remain open to ALL vehicles, who will remain able to exit onto S. Jefferson Street.



MOTORFEST FAQS

1. In 2025, we had 283 cars register, which easily fit with angled parking along Michigan Avenue. In 2026, we will put the cap on our entries at 300 and use the same angled parking plan. Any vehicles that do not wish to cruise will be parked on N. Eagle Street between Michigan Ave and the alley (alley will not be blocked).
2. North Jefferson will be closed from Michigan Ave to Mansion Street (alley will not be blocked) for the Motorfest Kidzone. Hammond's ice cream truck, Time Out Food Truck, and kids games are confirmed. Still trying to find someone to provide inflatables.
3. South Jefferson will be closed at Michigan Ave for the Ford Test Drives to run out of the parking lot, as shown in the provided diagram. The fire hydrant on the west side, just south of Grand River Brewery, will remain accessible. Ford will be using all of the angled parking spots along S Jefferson to showcase cars, and will have a booth and flags at the Mich Ave corner for ride registration and to draw attention to their event.
4. Stage/Electrical location: north of the sound box on Michigan Ave, in front of Kate's Diner.
5. City services requested:
 - a. N and S Jefferson blocked for Family Zone and Ford Test Drive Event
 - b. N Eagle closed for Car Show non-cruizers
 - c. Michigan Avenue blocked for the Car Show
 - d. Pratt Ave closed for line up
 - e. police to escort and stop traffic on side streets during the Cruise
 - f. parking lot on S. Jefferson closed for the Ford Test Drive Event
 - g. electric drop for the stage downtown in front of Kate's Diner and use of electric at airport for Movies
 - h. Fibernet hotspot downtown in front of Kate's Diner
 - i. use of airport for Movies at the Airport on Friday, July 31 and Saturday, August 1, 2026
 - j. use of 30-40 orange cones from Friday, July 31 AM to Sunday, August 2 PM for the Airport Movies

Movies at the Airport 2026

Friday, July 31 and Saturday, August 1, 2026



Cars will enter and travel on the north side of the terminal, and park on the grassy area to the east. Viewers will bring their chairs to the parking lot, the movie will be projected on the overhead door.

Planes can fly in and see the movie also. A poster will be produced making this a Fly-In event.

Movies will be car-and/or plane-themed, nothing rated over PG-13.

Volunteers will direct traffic and set-up and run the movie.

We would like permission to use the airport bathroom facilities and also city-owned orange cones.

No airport facilities will be blocked for this event, planes will still have full access to fuel pumps and the VIP lounge.

The Airport Board is welcome to provide refreshments. The grounds will be thoroughly cleaned the next morning (sometimes it is hard to see debris in the dark). The Airport Board gave their permission for this event at their April board meeting.

Parked Showcase Cars 2026

Fridays and/or Saturdays in July and August 2026

Placing parked cars beside the fountain circle on the cement pad in front of the Honolulu House would serve to advertise/market our event.

Cars would drive on the grass from behind the Honolulu House to the pad, then park on the pad facing the circle. A yard sign would be put in the grass with the name of the event and a QR code.

Car owners have the option of displaying their cars only on Friday/Friday evening or staying overnight and displaying on Saturday also. If cars will remain overnight, they will be well-lit from street lights and a camera will be put into the bay window of the Honolulu House for added security.

A press release will be written about each car, stating the connection to Marshall Motorfest and the details about the event. We should include a photo of each car (it won't be pictured on the pad, but a nice visual).



DOWNTOWN CITY OF MARSHALL Temporary Service Connection

Name MAEDA
 Address 323 W Michigan Ave
 Contact Phone Kimber Thompson
 Request Date April 2, 2026
 Date Required August 1, 2026

- ◇ Fountain Circle
- ◇ Ketchum Park
- ◇ Downtown
- ◇ Stuart's Landing
- ◇ Carver Park
- ◇ Other in front of Kate's Diner AND on N. Jefferson St b/n corner & PJ's

◇ Non- Metered ◇ Metered

Please be specific, and describe the electrical requirements and location:

110 power drop (to plug in speakers and mics) AND a Fibernet hotspot in front of Kates on Mich Ave, and a 110 drop on N Jefferson between Mich Ave and Pastrami Joes

City of Marshall Utilities Rate Classification and Standard Rules and Regulations.

Customers desiring lighting and/or secondary power service for a short time only, such as for construction jobs, which service requires the installation of a temporary service connection, meters or other facilities of a temporary nature, shall pay a cost of installing and removing all facilities necessary to supply such service. Service connection charge will be a minimum \$35.00 payment, to be made in advance of installation. Temporary service will also be subject to minimum monthly charge for KWh consumed, as determined by General Secondary Rate B, and no case less than \$9.00 as determined by Watt-hour meter installed on the job.

For single phase temporary service connection of more than 100 amps, there will be a charge of \$1.50 per amp.

For temporary service other than service connections, customer should apply at City Hall, City of Marshall, 323 W Michigan Ave, Marshall, MI 49068.

NON-METERED TEMPORARY SERVICE CONNECTIONS

Requests to turn-on electricity, reset breakers, and/or replace blown fuses will be assessed as follows:

\$125.00 during regular business hours
 \$250 during non-business hours

METERED TEMPORARY SERVICE CONNECTIONS

Meter information and location: _____

	Meter #	Serial #	Size	Make	Type	Amp	Volts	Wire	Phase	Meter Multi	Meter Reading
In											
Out											

I, or We, the undersigned applicant(s) do hereby agree to indemnify and save harmless the City of Marshall, Michigan from any and all claims, liability, responsibility, damage or costs, including, but not limited to, claims by the applicant(s), resulting from the issuance of this permit of the disconnection of the temporary electrical services at the direction of the City of Marshall, by its Electrical Official. Such agreement to indemnify and save harmless shall apply to the City of Marshall and any and all its officials, employees, or agents.

I, or We, understand that it shall be unlawful for anyone to use this service to supply electrical service to any building or vehicle which is used as living quarters.

It is understood that all work and materials used in this installation of temporary electrical service shall conform strictly to the National Electric Code, the National Electric Safety Code, and the State Code; that the permit shall be approved before commencing work and that no installation will be concealed until inspection is made.

Completed By Kimber Thompson Date May 11, 2026 Approved By _____



MOVIES

CITY OF MARSHALL Temporary Service Connection

Name MAEDA
 Address 323 W Michigan Ave
 Contact Phone Kimber Thompson
 Request Date April 2, 2026
 Date Required August 1, 2026

- ◇ Fountain Circle
- ◇ Ketchum Park
- ◇ Downtown
- ◇ Stuart's Landing
- ◇ Carver Park
- ◇ Other at airport for Movies

◇ Non- Metered ◇ Metered

Please be specific, and describe the electrical requirements and location:

We will need 110 power to plug in a projection device for the Movies at the Airport

City of Marshall Utilities Rate Classification and Standard Rules and Regulations.

Customers desiring lighting and/or secondary power service for a short time only, such as for construction jobs, which service requires the installation of a temporary service connection, meters or other facilities of a temporary nature, shall pay a cost of installing and removing all facilities necessary to supply such service. Service connection charge will be a minimum \$35.00 payment, to be made in advance of installation. Temporary service will also be subject to minimum monthly charge for KWh consumed, as determined by General Secondary Rate B, and no case less than \$9.00 as determined by Watt-hour meter installed on the job.

For single phase temporary service connection of more than 100 amps, there will be a charge of \$1.50 per amp.

For temporary service other than service connections, customer should apply at City Hall, City of Marshall, 323 W Michigan Ave, Marshall, MI 49068.

NON-METERED TEMPORARY SERVICE CONNECTIONS

Requests to turn-on electricity, reset breakers, and/or replace blown fuses will be assessed as follows:

\$125.00 during regular business hours
 \$250 during non-business hours

METERED TEMPORARY SERVICE CONNECTIONS

Meter information and location: _____

	Meter #	Serial #	Size	Make	Type	Amp	Volts	Wire	Phase	Meter Multi	Meter Reading
In											
Out											

I, or We, the undersigned applicant(s) do hereby agree to indemnify and save harmless the City of Marshall, Michigan from any and all claims, liability, responsibility, damage or costs, including, but not limited to, claims by the applicant(s), resulting from the issuance of this permit of the disconnection of the temporary electrical services at the direction of the City of Marshall, by its Electrical Official. Such agreement to indemnify and save harmless shall apply to the City of Marshall and any and all its officials, employees, or agents.

I, or We, understand that it shall be unlawful for anyone to use this service to supply electrical service to any building or vehicle which is used as living quarters.

It is understood that all work and materials used in this installation of temporary electrical service shall conform strictly to the National Electric Code, the National Electric Safety Code, and the State Code; that the permit shall be approved before commencing work and that no installation will be concealed until inspection is made.

Completed By Kimber Thompson Date May 11, 2026 Approved By _____

MARSHALL MOTORFEST DETOUR ROUTE OPERATIONS MAP

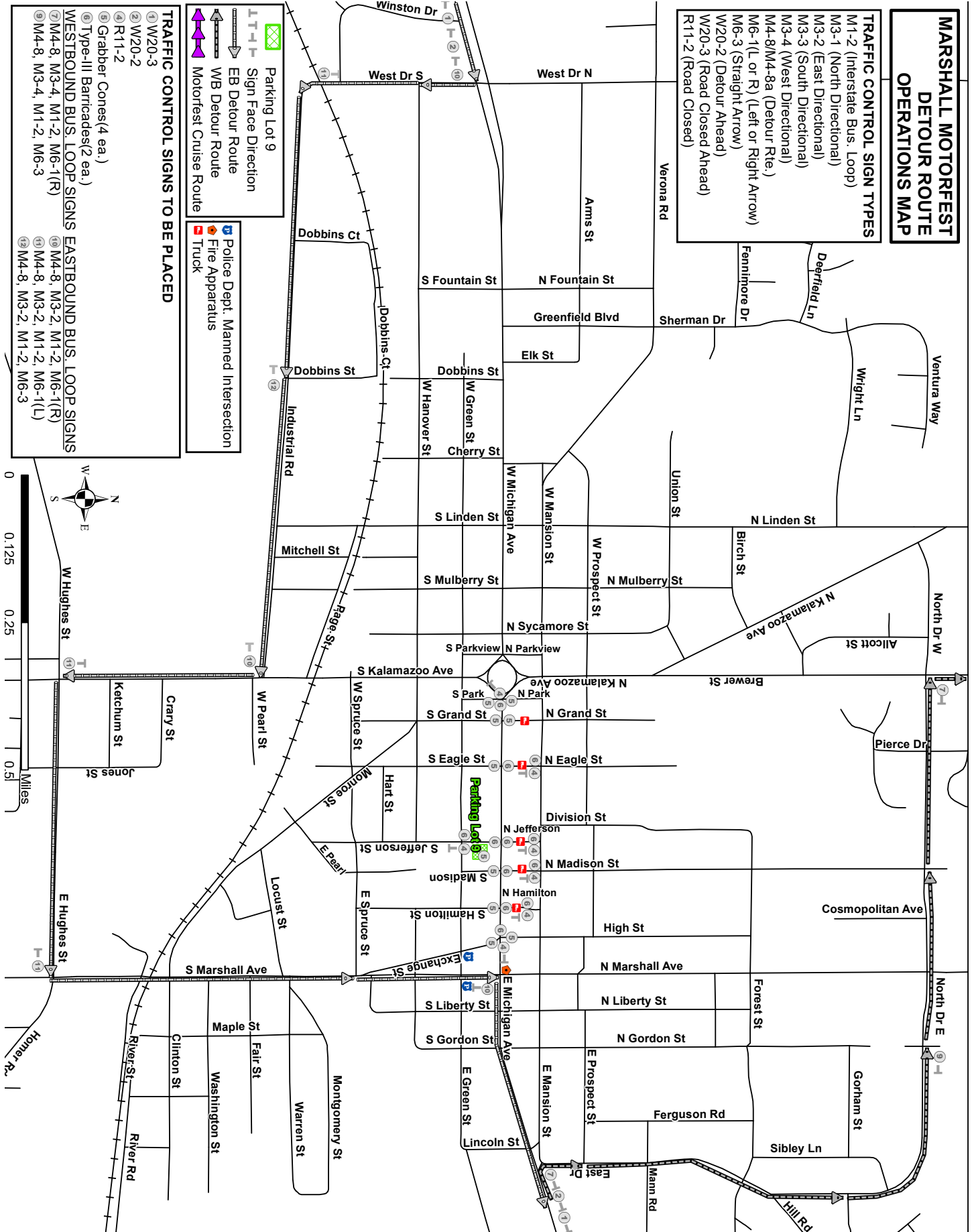
- TRAFFIC CONTROL SIGN TYPES**
- M1-2 (Interstate Bus. Loop)
 - M3-1 (North Directional)
 - M3-2 (East Directional)
 - M3-3 (South Directional)
 - M3-4 (West Directional)
 - M4-8/M4-8a (Detour Rte.)
 - M6-1(L or R) (Left or Right Arrow)
 - M6-3 (Straight Arrow)
 - W20-2 (Detour Ahead)
 - W20-3 (Road Closed Ahead)
 - R11-2 (Road Closed)

- Parking Lot 9
- Sign Face Direction
- EB Detour Route
- WB Detour Route
- Motorfest Cruise Route

- Police Dept. Manned Intersection
- Fire Apparatus
- Truck

TRAFFIC CONTROL SIGNS TO BE PLACED

- ① W20-3
- ② W20-2
- ④ R11-2
- ⑤ Grabber Cones(4 ea.)
- ⑥ Type-III Barricades(2 ea.)
- WESTBOUND BUS. LOOP SIGNS
- ⑦ M4-8, M3-4, M1-2, M6-1(R)
- ⑧ M4-8, M3-4, M1-2, M6-3
- EASTBOUND BUS. LOOP SIGNS
- ⑨ M4-8, M3-2, M1-2, M6-1(R)
- ⑩ M4-8, M3-2, M1-2, M6-1(L)
- ⑪ M4-8, M3-4, M1-2, M6-3
- ⑫ M4-8, M3-2, M1-2, M6-3



Sign-Stand Placement Map 2026

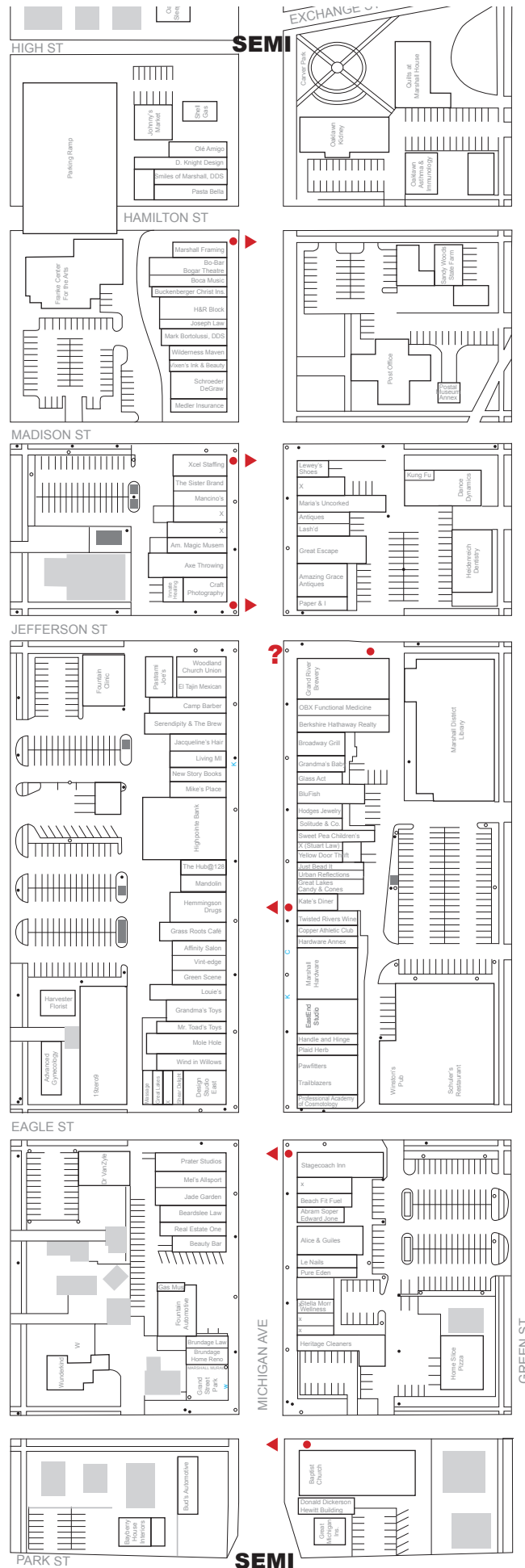
Red circles on the map below mark where the fire hydrants are in the downtown area.

Red triangles mark where we were planning to place the sign-stands.

These placements will serve as a reminder to the parking volunteers to not park anyone in front of a fire hydrant.

This map shows 6 stands, but do you want us to put one at the north end of S Jefferson too (where the question mark is located) to keep that corner clear to the hydrant next to GRB as well?

NOTE: These stands are only going to be in place during the event, and not be in place before or beyond that time.



Classics & Cocktails 2026

Saturday, August 1 from 6-8pm. We are requesting a road closure on North Eagle from 3-9pm as noted on the map below, from south of the parking lot entrance to north of the alley. All entrances will remain open to public vehicles. We will put barricades into place and remove them after the event.

This area will park classic cars during the event. Afterwards they will be removed, which probably won't take the full hour, and the road will re-open.



ITEM: 12.C

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Michelle Eubank, City Clerk
Kristopher Ambrose, Deputy Chief
DATE: June 15, 2026
SUBJECT: **SOCIAL DISTRICT PERMIT REQUEST - HOME SLICE**

The City approved an application for a liquor license for Home Slice Pizza last summer, and they are in the final steps towards receiving that from the state. They are looking to add a social district permit to that license.

The City of Marshall has designated a social district with common areas that are clearly marked. These commons are shared by and contiguous with the licensed premises of 7 existing businesses who currently hold social district permits. Home Slice is located within the social district boundaries and qualifies for a Social District application per the Michigan Liquor Control Commission (MLCC) Rules. We have not had any problems with the social district since it opened, and we recently lost a social district permit holder when Grand River Brewery closed. An approved resolution along with certification from the clerk are requirements for the Social District Application.

BUDGET IMPACT:

The City of Marshall receives a small percentage of license fees from the Liquor Control Commission. There are no City revenues associated with the Social District Permit.

RECOMMENDATION:

Approve Resolution 2026-16, Local Governmental Unit Approval For Social District Permit, requested by Home Slice Pizza at 115 S Grand St.



Local Governmental Unit Approval For Social District Permit

Instructions for Governing Body of Local Governmental Unit:

A qualified licensee that wishes to apply for a Social District Permit must first obtain approval from the governing body of the local governmental unit where the licensee is located and for which the local governmental unit has designated a social district with a commons area that is clearly marked and shared by and contiguous to the licensed premises of at least two (2) qualified licensees, pursuant to MCL 436.1551. Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ council/board
(regular or special) (name of city, township, or village)

called to order by _____ on _____ at _____
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from _____
(name of licensee - if a corporation or limited liability company, please state the company name)

for a Social District Permit is _____ by this body for consideration for approval by the
(recommended/not recommended)

Michigan Liquor Control Commission.

If not recommended, state the reason: _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
council/board at a _____ meeting held on _____
(regular or special) (date)

I further certify that the licensed premises of the aforementioned licensee are contiguous to the commons area designated by the council/board as part of a social district pursuant to MCL 436.1551.

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

ITEM: 12.D
ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
 Marcia Strange, Director of Community Development
DATE: June 15, 2026
SUBJECT: **SET PUBLIC HEARING - CDBG HOUSING REPAIR GRANT APPLICATION**

We are requesting that the City Council schedule a public hearing for July 6, 2026 to consider the submission of a Community Development Block Grant (CDBG) Application for the support of housing rehabilitation projects in the City of Marshall. The application is in draft form and includes the required information collection and a supplemental sheet of project information collection tailored to our program. Through this grant we will have federal funds amounting to \$400,000 to distribute to our homeowners for qualifying repairs.

Parameters for the grant application and potential funding that have stayed the same from the last attempt include:

- House must be owner-occupied (this is not a rental rehab program),
- The scope of projects is limited to facade improvements (siding repairs, brick work, tuck pointing), porch repairs or replacement, roofs, and equipment such as furnace/air-conditioners or water heaters.
- A licensed contractor is required, and an estimate must be obtained and approval given by MSHDA before 3 bids are obtained, and the project can proceed.
- Building Permits are a qualifying reimbursement and the Building Department, and the Planning and Zoning Department will work together for any required inspections and provide guidance to the program applicants.
- Qualifying income limits set by HUD have gone up a bit and are currently set at:

CDBG INCOME LIMITS 80% AMI - EFF 6/1/26

COUNTY	1	2	3	4	5	6	7	8 PERSON
	PERSON	PERSON	PERSON	PERSON	PERSON	PERSON	PERSON	PERSON
Calhoun	\$46,850	\$53,550	\$60,250	\$66,900	\$72,300	\$77,650	\$83,000	\$88,350

Feedback from the MSHDA following our previous application has led us to make the following changes to our program:

- Individual grant amounts will be limited to \$24,000 and there is NO required match for the program for qualifying grant applicants from our community.

Attached is the CDBG Signed Designation Memo that shows funds have been allocated to the City of Marshall. We are eager to move forward with this opportunity for our community and are requesting the scheduling of the required public hearing and approval of the draft application to

submit by the August 17th deadline. There will also be a request to approve a resolution of support following the public hearing on July 6, 2026.

BUDGET IMPACT:

There is no anticipated budget impact as administrative costs will be covered by the grant.

RECOMMENDATION:

Set a Public Hearing for the CDBG Application for the Housing Repair Grant Program for the July 6, 2026, City Council 7 PM regular meeting.



COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION

SUBMISSION DEADLINE IS AT 11:59:59 PM EST 120 DAYS AFTER THE DESIGNATION MEMO IS FULLY EXECUTED.

Applicants must complete the CDBG Application and the appropriate activity specific supplements in their entirety and submit them with the required attachments.

Please review the application to ensure that all fields of information, checkboxes and additional documents requested are addressed prior to submission. When answering the questions, please label all subfactors within the narrative, i.e., a), b), c), d).

The **identified contacts must be employees of the applicant** (UGLG or Land Bank). Consultants or contractors may neither serve as contacts nor submit the application on the applicant’s behalf.

A	APPLICANT INFORMATION	
1	APPLICANT NAME	City of Marshall
2	ADDRESS, CITY, STATE, ZIP	323 W Michigan Avenue
3	FEDERAL ID #	38-6000-134
4	UNIQUE ENTITY IDENTIFIER (UEI) #	5175250760
5	MSHDA ORG #	
6	FISCAL YEAR END (mm/dd)	06/27
7	UGLG TYPE/APPLICANT TYPE	<input checked="" type="checkbox"/> Unit of Government <input type="checkbox"/> Land Bank
8	UGLG APPLICANT CONTACT NAME	Marcia Strange
9	APPLICANT CONTACT TITLE	Director of Community Development
10	APPLICANT CONTACT EMAIL	mstrange@cityofmarshall.com
11	APPLICANT CONTACT PHONE	269-558-0354
12	SECONDARY CONTACT NAME (OPTIONAL)	Derek Perry
13	SECONDARY CONTACT TITLE (OPTIONAL)	City Manager
14	SECONDARY CONTACT EMAIL (OPTIONAL)	dperry@cityofmarshall.com
15	SECONDARY CONTACT PHONE (OPTIONAL)	269-781-5183

B	REGIONAL HOUSING
1	<p>Check the Housing Partnership Region your project is located in:</p> <p><input type="checkbox"/> A. Western Upper Peninsula - Baraga, Gogebic, Houghton, Iron, Keweenaw, Ontonagon</p> <p><input type="checkbox"/> B. Central Upper Peninsula - Alger, Delta, Dickinson, Marquette, Menominee, Schoolcraft</p> <p><input type="checkbox"/> C. Eastern Upper Peninsula - Chippewa, Luce, Mackinaw</p> <p><input type="checkbox"/> D. Northwest - Antrim, Benzie, Charlevoix, Emmet, Grand Traverse, Kalkaska, Leelanau, Manistee, Missaukee, Wexford</p> <p><input type="checkbox"/> E. Northeast - Alcona, Alpena, Cheboygan, Crawford, Iosco, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon</p>

	<input type="checkbox"/> F. West Michigan - Allegan, Barry, Ionia, Kent, Lake, Mason, Mecosta, Montcalm, Newaygo, Muskegon, Oceana, Osceola, Ottawa <input type="checkbox"/> G. East Central Michigan - Arenac, Bay, Clare, Gladwin, Gratiot, Isabella, Midland, Saginaw <input type="checkbox"/> H. East Michigan - Genesee, Huron, Lapeer, Sanilac, Shiawassee, St. Clair, Tuscola <input type="checkbox"/> I. South Central - Clinton, Eaton, Ingham <input checked="" type="checkbox"/> J. Southwest - Berrien, Branch, Calhoun, Cass, Kalamazoo, St. Joseph, Van Buren <input type="checkbox"/> K. Southeast - Hillsdale, Jackson, Lenawee, Livingston, Monroe, Washtenaw
2	<p>Within which County is the project located?</p> <p>Calhoun</p>
3	<p>How does your project fit with the Regional Housing Plan goals? Indicate the Goal number (Regional Housing Plans can be accessed on the MSHDA website: Statewide Housing Plan.)</p> <p><i>Please navigate to the appropriate Regional Housing Plan under "RHP Documents" for specific goals identified by the local region in which the applicant is located.</i></p> <p>By providing funds to low and moderate income homeowners The range of opportunities for this grant in our community focus on building envelope work (roofs, siding repairs), safety at entrances (stairs, porches), and equipment upgrades (furnaces, AC units, electrical panels). All tying directly to the following goals:</p> <p>Statewide housing plan Goal 5.1: Equitably expand the supply of affordable and accessible rental units statewide for older adults. Strategy 5.1.A: Review and modify housing programs to remove barriers to expanding and improving older adult housing.</p> <p>State housing plan Goal 5.2: Promote the ability of older adults to age in a place of their choice. Strategy 5.2.B: Expand funding opportunities that would allow older adult homeowners and landlords to make modifications to units to support aging in place, accessibility, and visitability. Our Region J Goal 5.2 is to promote the ability of older adults to age in a place of their choice. Our goals for this project directly align with increasing access to homes, weatherization and barrier-free services.</p> <p>Rehabilitation and Preservation Statewide housing plan and Our Region J Goal 4.4: Increase the rehabilitation and/or preservation of housing stock. Strategy 4.4.A: Increase the amount of funding devoted to rehabilitation and preservation in the state. Supporting home ownership and rehabilitation of homes in need of repair will help keep those homes safe from blight and degradation. Current owners will not be forced to leave a home in search of different affordable housing when the current house falls further into a state of disrepair. This also ties directly to our City of Marshall Master Plan Goals.</p> <p>Statewide housing plan and Region J Goal 4.5: Increase environmental sustainability, energy efficiency, and weatherization in housing rehabilitation and/or preservation. Strategy 4.5.B: Foster better alignment between energy efficiency and weatherization programs, including emergency and critical repair. Building envelope maintenance, even on structures that may not meet current energy code requirements is a valuable first step to reducing energy costs. New Mechanical or Electrical equipment will be required to meet Energy Star ratings.</p>

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C	<p>COMMUNITY DEVELOPMENT NARRATIVE</p> <p>Title I of the Federal Housing and Community Development Act of 1974, as amended, the applicant applying for funds to provide a brief narrative on how the proposed project aligns with or impacts their locally adopted plans.</p> <p>To satisfy this requirement, the applicant must complete the questions in this section. Applicants may reference a locally adopted plan, such as a Master Plan or Community Improvement Plan; however, all questions must be answered. If the applicant’s locally adopted plan(s) do not specifically address the questions provided, supplemental information should be included to demonstrate how the proposed project fulfills the objectives of an existing plan.</p>
1	<p>Community Development and Housing Needs Assessment</p> <p>Provide an assessment of the community development and housing needs within the applicant’s jurisdiction, including the specific needs of low- and moderate-income residents. The assessment must address both community development and housing needs, regardless of the funding category under which assistance is being requested.</p> <p>Plante Moran completed a housing study (attached) and Page 5 might be helpful because it gives the two scenarios of the 1,700 Blue Oval new jobs and the ramped up 2,200 new jobs which they have indicated is still possible as well as the indirect jobs created. It also shows potential housing by income bracket.</p> <p>Pages 69 – 71 discuss jobs and indirect jobs and based on case studies shows housing demand within a certain radius of the new Blue Oval plant.</p> <p>The Master Plan also identifies housing as a primary need and item of concern for residents. Keeping our current housing stock vibrant will help alleviate some of the pressures for housing in our community.</p>
2	<p>Planned Short-Term Activities (1–2 Years)</p> <p>Summarize planned short-term activities (lasting one to two years) that will address the identified community development and housing needs within the applicant’s jurisdiction. Activities should tie in with the proposed activities and address eligible CDBG activities.</p> <p>There are two active Neighborhood Improvement Authorities (TIFA) to support housing development. There is a subsequent phase for each of these areas that will extend development in those locations for the next 2-3 years.</p>
3	<p>Planned Long-Term Activities (2+ Years)</p> <p>Provide a summary of planned long-term activities (lasting two years or more) designed to address the identified community development and housing needs within the applicant’s jurisdiction. Activities should tie in with the proposed activities and address eligible CDBG activities.</p> <p>Larger scale housing development has been identified for the SE part of town where the City is working to partner for some Public/Private amenities. Those details are in the development stage but we anticipate that project having a significant impact (900 units) for housing in our community.</p>
4	<p>Impact of the Proposed CDBG Activities</p> <p>Based on the identified needs, describe the anticipated impact of the proposed CDBG activities. Explain how activities complement the short-term and long-term activities outlined in the previous sections and contribute to the overall development goals of the applicant.</p>

	<p>This CDBG focus will help support current residents stay in their homes. Revitalizing neighborhoods can begin with one resident having the capacity to restore their porch to allow better access that was otherwise an eyesore. A leaking roof can destroy a house very quickly. We tout our homes in Marshall as valued assets and yet many of these residents do not have the resources necessary for these projects</p>
5	<p>Plan for Minimizing and Addressing Displacement</p> <p>Describe the strategy for minimizing displacement caused by grant-assisted activities and the approach for assisting individuals who are actually displaced. Reference your locally adopted Residential Anti-Displacement Plan as applicable or develop a new Plan.</p> <p>Some proposed activities and/or identified locations may minimize the potential for displacement. This may be noted. In addition, please provide a contingency plan should an activity trigger a temporary relocation. <i>If displacement occurs, the applicant will comply with URA and Section 104(d) requirements.</i></p> <p>We do not anticipate the project types listed as applicable should displace a resident. However, if something happens during construction that would not allow the occupant to remain, there are resources to help cover hotel or short term rental costs.</p>

D PROJECT MANAGEMENT OVERVIEW	
1	<p>Activity Type(s): Check all that apply</p> <p><input checked="" type="checkbox"/> Homeowner Rehabilitation <input type="checkbox"/> Manufactured Housing</p> <p><input type="checkbox"/> Housing Infrastructure <input type="checkbox"/> Reconstruction</p> <p><input type="checkbox"/> Unoccupied Rental Rehabilitation</p> <p>A corresponding Application Supplement must be attached for each selected activity, detailing specific implementation strategies.</p>
2	<p>Administrative Services - Please note, as the Grantee, the applicant will be responsible for grant oversight,.</p> <p>Select one:</p> <p><input checked="" type="checkbox"/> Applicant Staff Only will administer the program.</p> <p><input type="checkbox"/> Applicant Staff + Third-Party Administrator (TPA) will administer the program with applicant oversight.</p> <p><i>If using a TPA, select how they will be paid:</i></p> <p><input type="checkbox"/> TPA Paid with CDBG Funds – You must follow federal procurement regulations. Do not sign a contract or incur costs until you receive written approval from MSHDA.</p> <p><input type="checkbox"/> TPA Paid with Non-CDBG Funds - If known, list the name of the third party: _____</p>
3	<p>Procurement of Third-party Administrator (TPA)</p> <p>Select one:</p> <p><input type="checkbox"/> Applicable <input checked="" type="checkbox"/> Not Applicable</p> <p>If applicable, explain the process to be used for procuring the third-party administrator.</p>
4	Activity Oversight & Administration

Describe how the applicant will provide oversight across all selected activities, ensuring compliance with program requirements. Use **Form 13-A “Grant Management Plan”** from Chapter 13 of the [MSHDA CDBG Policy Manual](#) as a guide to inform the requested narrative. Please address the following items in the narrative in the response box directly below.

Include:

- a) The structure for managing program administration and oversight.
- b) Roles and responsibilities of staff, contractors, or agencies in ensuring successful implementation.
- c) How the applicant will manage key regulatory requirements including Environmental Review.
- d) Strategies for monitoring activities and addressing compliance issues.

The Building, Planning and Zoning staff will intake applications and, based on project scope, provide guidance on documentation of scope, environmental assessment, bidding, contractor selection and navigating the building plan review and inspection process. A list of qualified contractors will be made available along with some basic specifications for help with scope definition. Each project will be tracked internally with responsibility shared initially by Planning and Zoning Staff, and eventually Building Department Staff. Of tasks on the 13A list, 1-4, Planning and Zoning Admin, 10-11 Planning and Zoning and Finance, 5 NA/Planning and Zoning, 6-7 Grantee and Contractor, 8-9 Planning and Zoning, 12-14 Planning and Zoning, 15 NA, 16-17 Grantee with support from Planning and Zoning, 18 Building Dept./Planning and Zoning, 19 Contractor, 20-21 Planning and Zoning, 22 Building Department Staff, 23-25 NA, 26. Planning and Zoning, 27 Grantee and Planning and Zoning

Pay applications can be submitted upon initial Rough inspection or later for 50% of work (including environmental assessment and building permit costs) and at 100% completion upon review of final payment application from contractor.

Grantee has experience with RAP grant documentation and management.

E BUDGET – Reflect costs to be incurred after application submission only.					
<i>Please Total each column as applicable and carry numbers from each row in the Total Proposed Budget column.</i>					
ACTIVITY	TOTAL # OF UNITS	CDBG FUNDS	LEVERAGE/MATCH FUNDS		TOTAL PROPOSED BUDGET
			APPLICANT	OTHER SOURCES	
Homeowner Rehab	17	\$ 400000	\$	\$	\$ 400000
Infrastructure (Housing) Reconstruction					
Unoccupied Rental Rehab					
Manufactured Housing					
Administration		72000			72000
TOTAL		\$ 472000	\$	\$	\$ 472000

F CAPACITY AND IMPLEMENTATION	
1	<p>Organization and Staff Capacity</p> <p>Describe the organizational capacity, staff composition, and grants management experience of the applicant and, if applicable, its third-party administrator. Please attach resumes and/or job descriptions for identified applicant staff working with this grant.</p> <p>Description: The City is hiring another staff member that will support grant management and administration. Current Staff have experience with RAP grant administration.</p>
2	Grant History

	<p>List all housing and community development grant awards received by the applicant and/or its third-party administrator in the past five years, including all State awarded grants. Provide the status of each, such as:</p> <ul style="list-style-type: none"> a) Application Pending (include prospective CDBG applications) b) Approved c) Currently Administering d) Completed Successfully e) Please identify any of the listed grants that have been monitored and if there were “no Findings”. For monitored grants with Findings, please provide a summary. <p>Application Pending: Current CBDG Application MDOT Shared Streets and Spaces Grant – Approved, will be under construction soon SAFER - Final submittal complete, waiting for closeout RAP 1.0 Activation Zone - Monitoring, final submittals in works RAP 2.0 Pickleball Courts and Splashpad - Approved, under construction Schulers CDBG Revitalization (Fuduciary only – completed successfully) Cahill CDBG Revitalization (Feduciary only – completed successfully) ARPA completed successfully</p>
3	<p>Implementation Strategy</p> <p>Describe what makes the applicant uniquely positioned for successful implementation of the selected programs. Explain the planned approach to execution. Please include key milestones or steps to ensure successful grant implementation.</p> <p>By keeping projects small and limiting scope to items our staff is comfortable with, we can have a big impact for the Owner and (roofs, exterior stairs and porches) without requiring a large learning curve about project scope. Preparing basic specification sheets for reference will help staff quickly provide information based on scope presented. The Director of Community Development is a Registered Architect able to help applicants define their scope for equitable bidding.</p>
4	<p>Check each item and certify below that the Applicant:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> (a) Understands that all activities undertaken must meet the Federal/state/local code, whichever is stricter. <input checked="" type="checkbox"/> (b) Understands that required zoning must be approved for Manufactured Housing, Infrastructure (Housing), Reconstruction, and Unoccupied Rental Rehabilitation activities, and specific sites/addresses must be pre-identified prior to the applicant’s application submission. No specific sites/addresses need to be pre-identified prior to the applicant’s submission for Homeowner Rehabilitation activities. <input checked="" type="checkbox"/> (c) Understands that all activities must be completed, invoiced and all expenditures completed and processed with the MSHDA grants management system by the end of the Grant term. Invoices must be submitted at least quarterly. <input checked="" type="checkbox"/> (d) Understands that this CDBG funding is not replacement funding; and can only serve as a matching resource for another state and/or federal Program with MSHDA pre-approval. <input checked="" type="checkbox"/> (e) Understands that MSHDA reserves the right to reject any and all submissions, or parts thereof, or to waive any informality or defect in any submission if it is in the best interest of MSHDA and the State of Michigan. All submissions shall become the property of MSHDA. All submissions are considered public information and are subject to discovery under the Freedom of Information Act (FOIA). This submission

	<p>is not a binding agreement and the notice of selection under this Notification does not guarantee project funding. No project expenses may be incurred, nor contracts signed, for any work that will occur after the application is submitted, unless MSHDA provides formal written authorization.. Failure to obtain this approval may jeopardize grant funding.</p> <p><input checked="" type="checkbox"/> (f) Understands that the applicant is required to be in compliance and good standing with MSHDA and all other State and Federal Agencies.</p> <p><input checked="" type="checkbox"/> (g) Agrees to adhere to federal, state and local rules and regulations including, but not limited to, HUD, CDBG, MSHDA, MI Neighborhood, CHILL and CDBG Policy Manual, program rules, regulations, regulations, policies, procedures, Grant Agreement, reporting requirements, and the completion of closeout public hearing, monitoring, and grant closeout.</p>
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G	<p>COMPLIANCE REQUIREMENTS</p> <p>The following MSHDA CDBG Program Compliance Documents are required to be submitted with the CDBG Application or prior to receiving a Grant Agreement as indicated. Refer to the CDBG Policy Manual for details.</p>
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MUST BE SUBMITTED WITH APPLICATION

1	<p>Choose one:</p> <p><input type="checkbox"/> Proof of funding attached for total project costs, including all leverage/match funds.</p> <p>OR</p> <p><input checked="" type="checkbox"/> Proof of funding is not applicable. No leverage/match funds.</p>
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2	<p><input checked="" type="checkbox"/> Public Hearing Documentation</p> <p>Purpose: To ensure public awareness and input regarding proposed CDBG-funded activities.</p> <p>Submission Requirements:</p> <p>a) Public Hearing Publication Affidavit and Public Hearing Meeting Minutes must be provided.</p> <p>b) Notice must be published in a local or applicable newspaper at least five calendar days before the hearing. The first day counted is the day after publication.</p> <p>Example:</p> <ul style="list-style-type: none"> • The applicant publishes the notice in the paper on 11/10/2026. • Count 5 days, starting 11/11/2026 + 5 Days = 11/15/2026 <p>Public Hearing Notice Must Include:</p> <p>a) Total available funding for the proposed project.</p> <p>b) Eligible activities and the estimated amount allocated to low- and moderate-income (LMI) households.</p> <ul style="list-style-type: none"> • 100% will be occupied by low- or moderate-income households [for projects that include Homeowner Rehabilitation, Reconstruction, and Manufactured Housing activities] <p>AND/OR</p> <ul style="list-style-type: none"> • 51% or more will be occupied by low- or moderate- income households [for projects that include Housing Infrastructure and Unoccupied Rental Rehabilitation activities]
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	<p>c) Plans to minimize displacement and provide benefits to displaced persons, if applicable. At minimum as appropriate the applicant may state “zero persons are anticipated to be displaced by the proposed CDBG activities”.</p> <p>d) Information on the applicant’s performance in prior CDBG programs. If the applicant has not implemented CDBG programs, please indicate that no prior performance is available as the applicant has not administered CDBG grants to date. If the applicant has previously received CDBG funds, indicate performance.</p> <p>Refer to MSHDA CDBG Policy Manual Chapter 3 – Notice of Public Hearing (Sample 3-A).</p> <p>Proof of Public Notice: Applicants must submit an affidavit of publication or a complete copy of the full newspaper page showing the publication date and notice details.</p> <p>Public Hearing Purpose:</p> <ol style="list-style-type: none"> Inform citizens of project objectives, activities, locations, and funding allocation. Provide the opportunity for public review and comments on the application. Include the anticipated application submission date and details on where and when the application can be reviewed. <p><input checked="" type="checkbox"/> Public Meeting Minutes– Guidance and Submission Timeline:</p> <p>Draft meeting minutes may be submitted with the application. Minutes should clearly document a public comment period, presentation of the proposed CDBG activities and pursuit of grant, a motion to approve, and record the final voting tally on the proposal.</p> <p>Once approved, public hearing minutes must be submitted to MSHDA before grant award. Approved public hearing meeting minutes will contain a signature approving the document, typically by the Clerk and/or another authorized official, along with the date they were approved.</p>
3	<p><input checked="" type="checkbox"/> CDBG Authorizing Resolution</p> <p>Purpose: To designate the authorized official responsible for the CDBG application, grant administration, and NEPA Environmental Review Certifying Officer. The authorized official should be an identified individual or position within the applicant’s organization, and not a TPA.</p> <p>Submission Requirements:</p> <ul style="list-style-type: none"> Authorizing Resolution (Form 2-A from Chapter 2 of the MSHDA CDBG Policy Manual) must be submitted with the application. The highest elected official is responsible for signing grant documents unless delegated through the resolution. <p>Instructions:</p> <p>Grantees are required to submit an Authorizing Resolution (2-A) designating their authorized official. By default, the highest elected official assumes responsibility of the grant application process, in addition to signing the grant agreement, oversight of grant activities, and signing of grant documents, pay requests, etc. However, these responsibilities may be delegated to another official (elected or hired) through the use of the Authorizing Resolution. The Authorizing Resolution should be completed prior to submitting the application or signing grant related documents and is often in tandem with the public hearing for the overview of the proposed project.</p>

	<p>At time of passing the Authorizing Resolution, the applicant may also designate the Certifying Officer for the NEPA Environmental Review. Please review instructions in the Environmental Review chapter.</p> <p>An adopted CDBG Authorizing Resolution will, at a minimum, contain the following:</p> <ol style="list-style-type: none"> 1. Identification of the proposed project. 2. Identification of the funding request and the commitment of the Applicant’s matching funds. 3. Statement that the proposed project is consistent with the Applicant’s community development plan as described in the Application. 4. Statement that all activities will be taken for the purpose of providing and/or improving permanent residential structures, which upon completion: <ol style="list-style-type: none"> a. 100% will be occupied by low- or moderate-income households [for projects that include Homeowner Rehabilitation, Reconstruction, and Manufactured Housing activities] AND/OR b. 51% or more will be occupied by low- or moderate- income households [for projects that include Housing Infrastructure and Unoccupied Rental Rehabilitation activities] 5. Statement that no project costs (CDBG and non-CDBG) will be incurred prior to a formal grant award, completion of the environmental review procedures and formal, written authorization to incur costs has been provided by MSHDA. 6. Local authorization to submit the Michigan CDBG Application. 7. Identification, by title, of the applicant’s authorized person to sign the Application and all attachments. 8. Identification, by title, of the applicant’s authorized person to sign the Grant Agreement and all amendments. 9. Identification, by title, of the applicant’s authorized person to sign Payment Requests. 10. Identification, by title, of the applicant’s authorized person as the National Environmental Policy Act (NEPA) Environmental Review Certifying Officer. <p>An Authorizing Resolution template is available in the CDBG Policy Manual Chapter 2 – Application and Award Process (2-A Authorizing Resolution).</p>
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4	<p><input checked="" type="checkbox"/> Copy of the applicant’s Procurement Policy. The Procurement Policy must meet be compliant with 2 CFR Part 200 standards (see Procurement Policy section of the CDBG Policy Manual, Chapter 11 – Procurement).</p> <p>Please note that the applicant may have a separate policy for CDBG programs adopted for compliance with CDBG program requirements</p>
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NOTE: THE FOLLOWING ITEMS ARE SUBMITTED AFTER APPLICATION APPROVAL

MUST BE SUBMITTED PRIOR TO GRANT AGREEMENT EXECUTION

5	<p>Annual Profile Review. IGX Grant Management System instructions will be provided upon award. Complete and return 2-E Authorized Signature Designation Review CDBG Policy Manual Chapter 2 – Application and Award Process</p>
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MUST BE SUBMITTED PRIOR TO INCURRING ANY PROJECT COSTS (CDBG or non-CDBG)

6	<p>NEPA Environmental Review. Review CDBG Policy Manual Chapter 7 – Environmental Review</p>
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MUST BE SUBMITTED WITHIN 60 DAYS OF GRANT AGREEMENT EXECUTION

7	<p>Local Program Guidelines. Complete the Program Guidelines TEMPLATE Review CDBG Policy Manual Chapter 2 – Application and Award Process (2-C Program Guidelines)</p>
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H	CERTIFICATION BY THE APPLICANT <input checked="" type="checkbox"/> I have read and certify Section H below.
	<p>The applicant states that the person identified in the Authorizing Resolution certifies the following:</p> <ol style="list-style-type: none"> 1. Possesses legal authority to submit a grant application. 2. Shall comply with 570.486(a) Citizen Participation Requirements of a Unit of General Local Government, including: <ol style="list-style-type: none"> a. Provide for and encourage citizen participation, particularly by low- and moderate-income persons who reside in slum or blighted areas and areas in which CDBG funds are proposed to be used; b. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to the unit of local government's proposed and actual use of CDBG funds; c. Furnish citizens information, including but not limited to: <ol style="list-style-type: none"> i. The amount of CDBG funds expected to be made available for the current fiscal year (including the grant and anticipated program income). ii. The range of activities that may be undertaken with the CDBG funds. iii. The estimated amount of the CDBG funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons; and iv. The proposed CDBG activities likely to result in displacement and the unit of general local government's anti-displacement and relocation plans required under §570.488. d. Provide technical assistance to groups representative of persons of low and moderate income that request assistance in developing proposals in accordance with the procedures developed by the state. Such assistance need not include providing funds to such groups. e. Provide for a minimum of two public hearings, each at a different stage of the program, for the purpose of obtaining citizens' views and responding to proposals and questions. Together the hearings must cover community development and housing needs, development of proposed activities and a review of program performance. The public hearings to cover community development and housing needs must be held before submission of an application to the state. There must be reasonable notice of the hearings, and they must be held at times and locations convenient to potential or actual beneficiaries, with accommodations for the handicapped. Public hearings shall be conducted in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can reasonably be expected to participate. f. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the state and, for grants already made, activities which are proposed to be added, deleted or substantially changed from the unit of general local government's application to the state. Substantially changed means changes made in terms of purpose, scope, location or beneficiaries as defined by criteria established by the state.

	<p>g. Provide citizens with the address, phone number, and times for submitting complaints and grievances, and provide timely written answers to written complaints and grievances, within 15 working days where practicable.</p> <p>3. Has in a timely manner:</p> <p>a. Furnished its citizens information concerning the amount of funds available and being applied for, and the proposed community development and housing activities to be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income and the plans for minimizing displacement of persons due to proposed activities and for assisting persons displaced.</p> <p>b. Published public notice in such manner to afford citizens an opportunity to examine and submit comments on the proposed application and community development and housing activities.</p> <p>c. Held one or more public hearings to obtain the views of citizens on the proposed application and community development and housing needs; and</p> <p>d. Make the proposed application available to the public.</p> <p>4. Will conduct and administer the grant in conformity with Public Law 88-352 and Public Law 90-284 and will affirmatively further fair housing.</p> <p>5. Has developed the proposed application so as to give maximum feasible priority to activities which will benefit low- and moderate-income families or aid to the prevention or elimination of slum or blight; or to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to health or welfare of the community where other financial resources are not available to meet such needs.</p> <p>6. Has developed a community development plan or community development narrative that identifies community development and housing needs and specifies both short- and long-term community development objectives that have been developed in accordance with the primary objective and requirements of the Title I Housing and Community Development Act of 1974, as amended;</p> <p>7. Will not attempt to recover any capital costs of public improvements assisted in whole or in part with Title I funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (A) Title I funds are used to pay the proportion of such fee or assessment that related to capital costs of such public improvement that are financed from revenue sources other than Title I funds; or (B) for purposes of assessing any amounts against properties owned and occupied by persons of low and moderate income who are not persons of very low income, and (name of local unit) certifies that it lacks sufficient Title I funds to comply with the requirements of clause (A);</p> <p>8. Will adopt a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdictions.</p> <p>9. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the entering into of any</p>
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	<p>cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant or cooperative agreement;</p> <p>10. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;</p> <p>11. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.</p> <p>12. Will comply with other provisions of Title I of the Housing and Community Development Act of 1987, as amended, and with other applicable laws.</p>
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I	<p>STATEMENT OF ASSURANCES <input checked="" type="checkbox"/> I have read Section I and assure the following:</p> <p>The applicant states that the person identified in the Authorizing Resolution assures the following:</p> <ol style="list-style-type: none"> 1. Compliance with financial management and audit requirements in 2 CFR Part 200; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule. 2. Compliance with Civil Rights and Equal Opportunity statutes as set forth in Title I of the Civil Rights Act of 1964 (Public Law 88-352), Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), the Michigan Civil Rights Act 453 of 1976, the Michigan Fair Employment Practices Act (MCL 423, 301-423, 311), related statutes and implementing rules and regulations. 3. Compliance with Labor Standards statutes as set forth in the Davis-Bacon Fair Labor Standards Act (40 U.S.C. 276a-276a-5), related statutes and implementing rules and regulations. 4. Compliance with Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4831). 5. Compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) and implementing regulations. 6. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended, and implementing rules and regulations 24 CFR Part 8. 7. Compliance with the Citizen Participation Plan (24 CFR Part 570.486 (A)) and implementing regulations. 8. Authorized state officials and representatives will have access to all books, accounts, records, reports, files, and other papers, things, or property pertaining to the project to make audits, examinations, excerpts, and transcripts; each contract or subcontract also shall provide for such success to relevant data and records pertaining to the development and implementation of the project. Units of local government will provide reasonable access to records regarding the past use of CDBG funds consistent with State or local requirements concerning the privacy of personal records. <p>States and units of local government will retain records for the greater of three years from closeout of the grant to the state, or the period required by other application laws and regulations.</p>
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	9. The applicant agrees to assume all the responsibilities for environmental review, decision making, and action as specified and required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321) and Section 104 (f) of Title I of the Housing and Community Development Act and implementing regulations 24 CFR Part 58.
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J	CHOICE LIMITING ACTION ACKNOWLEDGEMENT
	<input checked="" type="checkbox"/> I acknowledge that engaging in choice-limiting activities prior to submitting the Request for Release of Funds (RROF) and Certification and receiving authorization, may jeopardize this project’s eligibility for funding. Such actions may result in disqualification from CDBG funding and/or require repayment of CDBG funds already expended.
	In accordance with 24 CFR Part 58, neither the recipient nor any participant in the project—including public or private nonprofit organizations, for-profit entities, or their contractors—may commit or expend federal or non-federal project funds prior to approval of the Environmental Review Request for Release of Funds (RROF) and Certification, and subsequent authorization from MSHDA, unless explicitly allowed under 24 CFR Part 58. Examples of prohibited choice-limiting actions include, but are not limited to: <ul style="list-style-type: none"> • Acquisition of land or property • Demolition activities • Closing on loans • Signing contracts • Beginning construction or rehabilitation work

K	CERTIFICATION BY AUTHORIZED SIGNATORY	
	<p>The individual signing below is either the highest elected official or has been duly authorized through an Authorized Resolution. By signing, they certify that:</p> <ol style="list-style-type: none"> 1. All required fields in this application have been completed and reviewed. 2. The Certifications and Assurances included herein have been reviewed and acknowledged. 3. No project costs (CDBG and non-CDBG) will be incurred prior to a formal grant award, and written authorization to incur costs has been provided by MSHDA. 4. To the best of their knowledge, the information provided in this application is accurate and current. 5. The applicant agrees to comply with all applicable HUD, CDBG, and MSHDA rules, regulations, policies, procedures, and reporting requirements. 6. All entities involved in the implementation of the proposed project will also comply with these rules and regulations throughout the grant administration process. <p>The information below, including signature, must be completely filled out with this submission.</p>	
	SIGNATURE	
1	NAME	Derek Perry
2	TITLE	City Manager
3	PHONE	269-558-0315
4	EMAIL	dperry@cityofmarshall.com

5	DATE	7/6/2026
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COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION SUPPLEMENT – HOMEOWNER REHABILITATION

SUBMISSION DEADLINE IS AT 11:59:59 PM EST 120 DAYS AFTER THE DESIGNATION MEMO IS FULLY EXECUTED.

Complete the CDBG Application and applicable Application Supplement(s) in full. Include all required attachments before submitting.

Please review the application to ensure that all fields of information, checkboxes and additional documents requested are addressed prior to submission. When answering the questions, please label all subfactors within the narrative, i.e., a), b), c), d).

A	APPLICANT INFORMATION	
1	APPLICANT NAME	City of Marshall

Please review each question carefully to ensure the response includes all required factors.

B	ACTIVITY SUMMARY
	Added: Please note that oversight and monitoring responsibilities must remain with the applicant. This includes key functions such as reviewing payment requests, approving assistance applications, submitting Environmental Reviews, and completing IGX submissions.
1	<p>Program Design & Administration</p> <p>Describe the overall structure of the homeowner rehabilitation program, including:</p> <ul style="list-style-type: none"> a) Activity-specific roles and responsibilities of staff, contractors, or partnering agencies. b) Program parameters, including maximum assistance amounts, eligible repairs, and any homeowner contribution requirements. c) Targeting strategies, such as income thresholds, geographic focus areas, or outreach methods to ensure equitable access. <p>Planning and Zoning Administrator (PZA) is the lead on the City’s internal process and works with the Dir. Of Community Development (Dir) to establish program parameters, develop guidance tools for applicants, and confirm project scope aligns with grant requirements and environmental assessment. Also will review bids with applicants as needed, coordinate with building department for documentation of construction progress, review pay applications and submit for reimbursement but is supported by the Director of Community Development, and our Building Department staff and Building Inspectors.</p>
2	<p>Participant & Site Selection</p> <p>Explain how program participants and properties will be selected, including:</p> <ul style="list-style-type: none"> a) Eligibility criteria for homeowners and properties. b) Application process, including required documentation and evaluation methods. c) Prioritization strategies, such as targeting the most urgent rehabilitation needs or specific demographic groups (e.g., seniors, people with disabilities). <p>a. Homeowners must submit income information (provided data collection sheets must be submitted prior to acceptance into program). Scope of project must meet targeted project type and cost under \$24,000).</p>

	<ul style="list-style-type: none"> b. Application can be filled out and submitted to Planning. Photographs are encouraged to help define scope along with basic narrative. Environmental assessment will be required and documented. Project scope will then be again reviewed against environmental assessment to confirm completeness. Scopes that do not align with grant parameters will not be accepted, but will be allowed to be revised and resubmitted. Applicants must meet income requirements or project will be rejected. Scope documents and contractor requirements will be issued for bids by applicant. Applicant will review bids with staff. Preferred contractor will be notified and brought on board. Contractor will develop additional details as needed for SHPO or Tier 2 Environmental review. Upon approval, contractor can submit for permits through the building department (cost can be reimbursed). c. Front porches and stairs are high on our priority list for safety reasons. Roofs are also high on our list of priorities so the life of the structure can be extended. Both are needs for seniors, disabled, and lower income occupants in our community. 																				
3	<p>Contractor Selection & Construction Oversight Describe the process for managing rehabilitation activities, including:</p> <ul style="list-style-type: none"> a) Contractor procurement and selection criteria (competitive bidding, qualifications, experience requirements). b) Construction oversight, including project timelines, progress monitoring, and compliance checks. c) Inspection procedures, including initial property assessments, progress evaluations, and final project signoffs. <ul style="list-style-type: none"> a. The City will provide a list of available contractors that the applicant can reach out to for 3 competitive bids. Following the environmental assessment (by applicant), the scope will be reviewed by staff for completeness and bids will be received by applicant but reviewed with City Staff to confirm qualifications and experience requirements are met. b. The Building Department inspections will include the grant guidelines for help with progress monitoring and compliance checks. c. Documentation of existing conditions will be by applicant and be submitted as part of initial application. Property assessments can be coordinated with the assessors office if needed. Progress evaluations will be completed by the PZA with the Building Department. Final project signoffs can be requested following the final pay application and final building inspections. 																				
4	<p>Leveraged Resources Identify the amount and source of any leveraged resources and explain how they will be used (Note: this information should correlate with the numbers provided in the Budget Section (E) of the Application)</p> <p>NA</p>																				
C	TIMELINE																				
	<p>Complete a detailed schedule of the time frame for the grant term with date ranges for each activity.</p> <table border="1" data-bbox="321 1625 1398 1879"> <thead> <tr> <th colspan="4">TIMELINE</th> </tr> <tr> <th>Completed by</th> <th>Task</th> <th>Start Date</th> <th>End Date</th> </tr> </thead> <tbody> <tr> <td>Applicant</td> <td>Grant Agreement Executed</td> <td>3/1/26</td> <td></td> </tr> <tr> <td>Applicant</td> <td>Procure Third-Party Administrator</td> <td>NA</td> <td></td> </tr> <tr> <td>Applicant</td> <td>Procure Environmental Review consultant</td> <td>9/1/26</td> <td>11/30/26</td> </tr> </tbody> </table>	TIMELINE				Completed by	Task	Start Date	End Date	Applicant	Grant Agreement Executed	3/1/26		Applicant	Procure Third-Party Administrator	NA		Applicant	Procure Environmental Review consultant	9/1/26	11/30/26
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Applicant	Procure Environmental Review consultant	9/1/26	11/30/26																		

Applicant	Complete Tier I Environmental Review	10/1/26	1/30/27
Applicant	Complete Program Guidelines	7/1/26	11/1/26
Applicant	Sites/Participants Selected (Tentative, pending successful Tier II ER and Verification of Eligibility)	12/1/26	3/1/27
Applicant	Complete Tier II Environmental Review	1/30/27	4/30/27
Applicant	Contractor Procurement	1/30/27	6/30/27
Applicant	Construction Period	2/1/27	10/30/27
Applicant	Final Inspection(s) Completed	3/1/27	11/30/27
Applicant	100% Disbursement of Funds/Final Reports	4/1/27	2/29/28

Timeline Description:

There will be multiple projects proceeding with separate contractors selected by the applicants. Procurement of Environmental Review consultant will be by the applicant and we will provide paperwork and review completeness prior to submission. Historic review would fall into the Tier 2 review timeline if needed. We anticipate submitting for reimbursement for each project after permits after the 50% time and at after the final inspections are complete and final pay applications are submitted.

ITEM: 12.E

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marcia Strange, Director of Community Development
DATE: June 15, 2026
SUBJECT: **SET PUBLIC HEARING - 902/1102 WEST HANOVER STREET
SPECIAL LAND USE - OUTDOOR STORAGE**

Case #: #SPLU26-0001
Address: 902/1102 West Hanover Street
Parcel #: 53-004-917-03 and 53-004-918-00
Zoning District: Research and Technology District (I-1)
Surrounding Zoning: I-1 to the west and south, B-4 to the west, B-2 to the north, POSD to the east
Surrounding Uses: Vacant industrial to the south; commercial to the north, church and parking area to the west, and vacant industrial property to the west.
Previous Action: The Planning Commission has RECOMMENDED APPROVAL for the request for a Special Land Use for Outdoor Storage.
Current Request for Action: SCHEDULE A PUBLIC HEARING FOR Special Land Use #SPLU26-0001 for Outdoor Storage at the self-storage facility at 902/1102 West Hanover Street.

City staff have been working with the property owners of Hanover Street Storage, Adam and Kelly Rickert, and their engineer, Hurley & Stewart, on a revision to this project which would see the addition of outdoor storage to the self-storage facility at 902 and 1102 West Hanover Street. The owners have proposed an outdoor storage area that may be built in two phases which is fully enclosed by chain link fence and screened with evergreens per our screening requirements. The proposed outdoor storage lots will be maintained as gravel. The sidewalk and street trees that were required on the original site plan should be maintained as a requirement.

Self-storage facilities are a special land use in the I-1 zoning district. A site plan for the project is included in the packet for reference.

Following holding the public hearing at next months City Council meeting, the Council will be asked to approve the SLU.

The following standards are to be used in considering whether to approve the special land use request:

A. The proposed use shall be in accordance with the City Master Plan and the intent and

purpose of the subchapter.

The proposed use meets the intent of the subchapter and the city master plan and current zoning ordinance. Storage of RV's in front yards has been a concern and this would provide a location for that type of storage.

B. A documented and immediate need exists for the proposed use within the community.

While there are self-storage facilities in the surrounding area, few have outdoor storage areas and there is still a demand in the community. Currently the un-built area of the site is an empty parking lot.

C. The use is compatible with adjacent uses and the existing or intended character of the surrounding neighborhood, and will not have an adverse impact upon or interfere with the development, use or enjoyment of adjacent properties, or the orderly development of the neighborhood.

The use is compatible with the character of the neighborhood and will improve the appearance of the two parcels. The added landscaping for screening is a benefit. No adverse impact on the enjoyment of neighboring parcels or development of the neighborhood is expected.

D. The proposed use shall be designed, constructed, operated and maintained so as to be compatible with the use of adjacent lands.

The proposed project is an improvement on the current vacant portion of the site and the proposed site plan is compatible with adjacent properties. The fence provided around the outdoor storage is chain-link, but this will be screened entirely. Screening will be provided with plantings for all adjacent properties and Right-Of-Way as required for outdoor storage.

E. The proposed use shall be compatible with the natural environment.

There is no expectation that there will be a negative impact on the environment. The addition of plantings for screening is beyond what was anticipated for the originally approved site plan.

F. The proposed use shall be adequately served by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewage facilities and schools.

There is no expectation that the use will have an impact on the items in this section. Traffic will increase over the current use of the property, but is not anticipated to be more than the originally approved site plan. The surrounding streets have the capacity to serve the site, as was discussed during the initial site plan approval process. The proposed use will not have any impact on water, sewer, schools, or refuse. The impact on police and fire is expected to be minimal. The added lighting is proposed to coordinate with the storage layout and will improve this otherwise dark corner.

G. The proposed use shall not involve activities, processes, materials and equipment or conditions of operation that will be detrimental to public health, safety and welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or unreasonable or offensive odors.

There is no expectation that the site will cause unreasonable traffic or other conditions beyond what was expected for self-storage.

BUDGET IMPACT:

N/A.

RECOMMENDATION:

Set a Public Hearing for Special Land Use #SPLU26-0001 to allow for Outdoor Storage at the self-storage facility at 902/1102 West Hanover Street for July 6, 2026, at 7 PM.

SPECIAL LAND USE APPLICATION

City of Marshall

Fee \$250.00

Section 6.2 of the Marshall City Zoning Ordinance gives citizens the opportunity to file for a Special Land Use Permit when it is required by zoning district.

Process

- Application, fee, and all required materials are submitted by due date. Once found to be complete, the application is placed on the Planning Commission agenda for acceptance.
- Planning Commission meeting #1:** At this meeting, a public hearing is scheduled for the following month.
- Neighbors within 300 feet of the property seeking special land use are notified of the public hearing.
- Planning Commission meeting #2:** Public hearing is held and discussion takes place. A recommendation on the application is given for City Council.
- City Council meeting:** Item is placed on the agenda, a staff report and Planning Commission comments are offered for review and City Council grants final approval, disapproval, or approval with conditions.

Address of subject property 1102 W. Hanover Street

Applicant's name Jeffrey Paulson, P.E. Phone (269) 552-4960

Applicant's address 2800 S 11th St. City Kalamazoo Zip 49009

Owner's Name Sundancer, LLC Phone (260) 437-4781

Owner's Address 1102 W. Hanover Street City Marshall Zip 49068

Explain need for a Special Land Use permit at the subject property (attach more if necessary):

Self-Storage Facility is a Special Land Use in I-1 Research and Technology

District

Applicant's Signature



Date

4/20/23

Owner's Signature



Date

26 APR 2023

The following items MUST be submitted for the application to be complete:

- A plot plan showing property boundaries and legal description
- Existing structures, uses and zoning on subject and adjacent properties
- Location of all abutting streets, easements, and similar public areas
- Proposed compliance plan (if applicable) including hours, signs, parking, etc.

ZONING REQUIREMENTS

ZONING

THE SITE IS ZONED I-1 RESEARCH AND MANUFACTURING SETBACKS APPROVED AT ZBA MEETING JAN 19, 2023
 SETBACKS: FRONT - 25', 5' ALONG WEST PL
 SIDES - 25', 5' ALONG WEST PL
 REAR - 25'
 24'3" REAR & FRONT SETBACKS APPROVED BY ERIC ZUZGA VIA EMAIL APR 4, 2023

LOT COVERAGE: BASE 37.5%, ALTERNATE 42.5%

PARKING

TOTAL PARKING SPACES REQUIRED:
 2 SPACES x CARETAKER DWELLING
 1 SPACE PER 275 OF USABLE SPACE IN PRIMARY BUILDING

IN BASE PLAN:

0 CARETAKERS/CARETAKER DWELLINGS,
 0 SOFT OF NON-DRIVE-UP STORAGE
 2 x 0 + 0/275 = 0 SPACES
 BARRIER FREE SPACES REQUIRED = 0

IN ALTERNATE PLAN:

0 CARETAKERS/CARETAKER DWELLINGS,
 6,325 SQFT OF NON-DRIVE-UP STORAGE
 2 x 0 + 6,325/275 = 23 SPACES
 BARRIER FREE SPACES REQUIRED = 1

BARRIER FREE SPACES = 1 PROVIDED
 ALL BARRIER FREE SPACES DESIGNED PER ADA REQUIREMENTS
 TYPICAL PARKING SPACE DIMENSION = 8'x24'

THERE ARE 45 SPACES THAT EXIST ON SITE FOR ACCESSING OF INDIVIDUAL UNITS.

BUILDING INFORMATION

BUILDING HEIGHT = 40' X 115' BUILDING = 8'-11"
 30' X 115' BUILDING = 8'-9"

DRIVEWAYS

PRIMARY DRIVEWAY: HANOVER STREET
 INGRESS & EGRESS
 SECONDARY DRIVEWAY: DOBBINS STREET
 EGRESS (INGRESS ONLY WITH REMOTE CONTROL)

SIGNS

4 PROPOSED SIGNS - 5' X 10' EA
 LOCATIONS:
 1) SW CORNER OF BLDG 3/4 OR 5/6 FACING S
 2) SE CORNER OF BLDG 9 FACING E
 3) N SIDE OF BLDG 10 FACING N
 4) SW CORNER OF BUILDING 1 FACING W

TRASH

NO TRASH DISPOSAL WILL BE PROVIDED ON SITE.

SITE LEGEND

- (HMA) HMA PAVEMENT
- (CW) CONCRETE WALK
- (C4) C4 CURB AND GUTTER

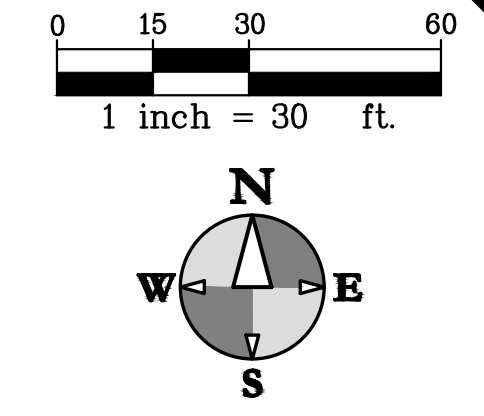
LEGEND

- [Yellow Box] PREVIOUSLY CONSTRUCTED BUILDING
- [Grey Box] OLD/CURRENT PAVEMENT
- [Blue Hatched Box] PHASE 1 OUTDOOR STORAGE/PARKING AREA
- [Red Hatched Box] PHASE 2 OUTDOOR STORAGE/PARKING AREA, IF NEEDED
- [Blue Line] PHASE 1 6' CHAINLINK FENCE
- [Red Line] PHASE 2 6' CHAINLINK FENCE
- [Grey Box] PREVIOUSLY CONSTRUCTED FENCE
- [Green Circle] PROPOSED DECIDUOUS TREE
- [Green Circle] PROPOSED EVERGREEN TREE
- [Blue/Grey Box] MIX OF OLD/CURRENT PAVEMENT AND GRAVEL
- [Blue/Grey Box] CONCRETE SIDEWALK
- [Blue/Grey Box] CONCRETE CURB AND GUTTER TYPE VARIES

NOTES

- ALL DIMENSIONS SHOWN ARE TO THE EDGE OF METAL.
- PROVIDE CURB CUTS/RAMPS AT ALL BARRIER FREE ACCESS POINTS.
- PAVEMENT MARKINGS AND SIGNAGE SHALL CONFORM TO THE CURRENT MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND MICHIGAN BARRIER FREE CODE.
- MATCH EXISTING CURB & GUTTER SECTIONS WHEN CONNECTING TO THEM. CONDITIONS VARY THROUGHOUT PROJECT.
- ALL SIGNAGE AND STRIPING SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- EXCEPT WHERE OTHERWISE INDICATED ON THESE PLANS, ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, AND CITY OF MARSHALL STANDARDS SPECIFICATIONS.
- IF ANY ERRORS, DISCREPANCIES, OR OMISSIONS BECOME APPARENT, THESE SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONSTRUCTION OF ANYTHING AFFECTED SO THAT CLARIFICATION OR REDESIGN MAY OCCUR.
- ALL WORK SHALL CONFORM TO ALL LOCAL, STATE AND FEDERAL LAWS, RULES AND REGULATIONS IN FORCE AT THE TIME OF CONSTRUCTION.
- ALL EXTERIOR CONCRETE SHALL BE MDOT GRADE P1 (3500PSI), AIR ENTRAINED, LIMESTONE AGGREGATE, BROOM FINISHED, CURING SEAL.
- EVERGREEN TREES SHALL BE A VARIETY OF FIR, ARBORVITAE, AND SPRUCE. PLANTINGS SHALL FOLLOW AN ALTERNATING SEQUENCE IN WHICH EACH SPECIES IS INSTALLED IN GROUPS OF THREE CONSECUTIVE TREES BEFORE SWITCHING TO THE NEXT SPECIES. EACH TREE SHALL BE 3' SPR, B&B AND PLANTED 10' O.C.

- Emerald Arborvitae (Thuja Occidentalis Smaragd)
- Green Giant Arborvitae (Thuja Standishii)
- Western Red Cedar (Thuja Plicata)



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 kalamazoo, michigan 49009
 269.552.4960 fax 269.552.4961
 www.hurleystewart.com

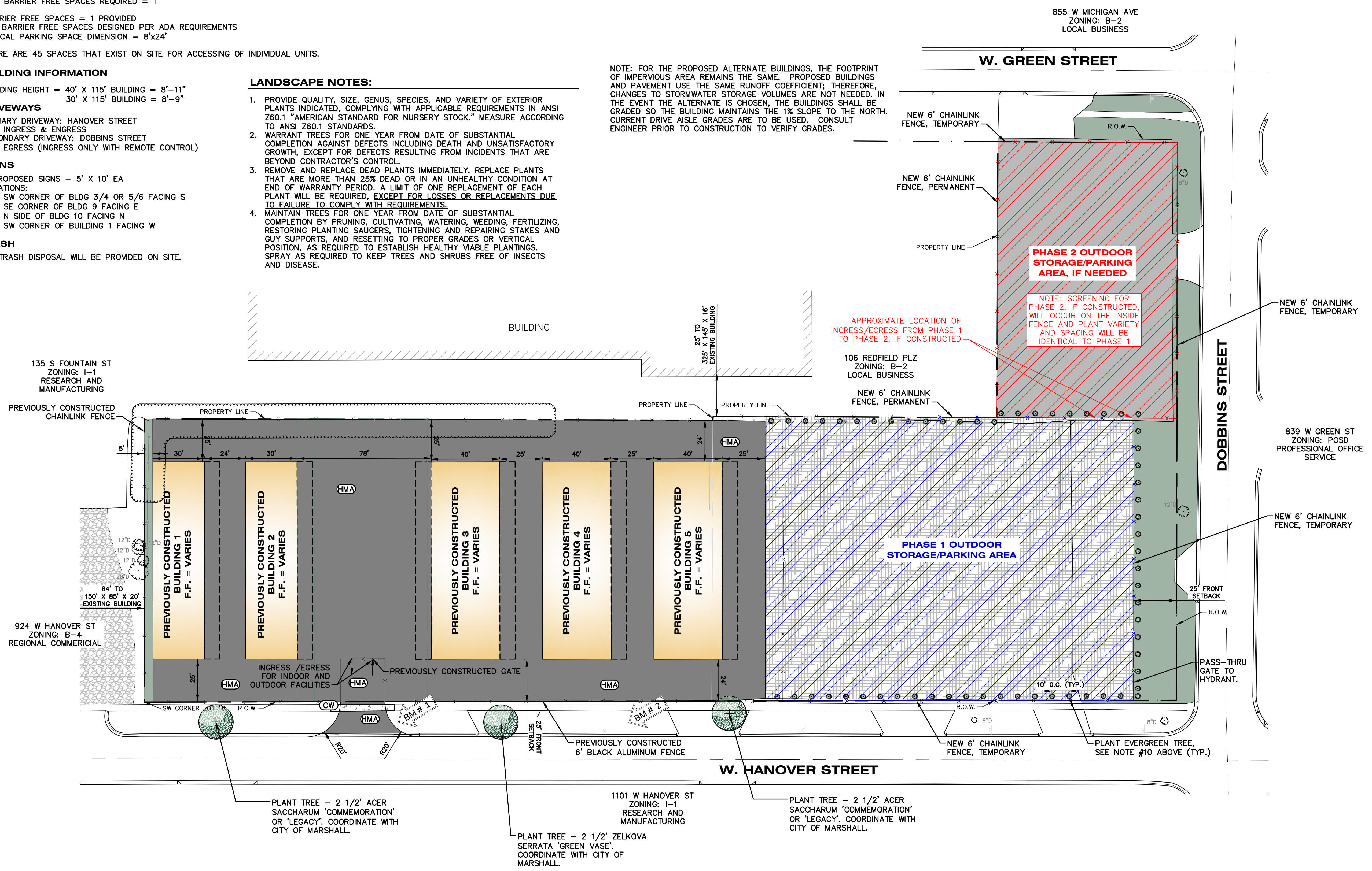
Job No. 23-041D - P.M.A.I.P. - Drt.-HV - QA/QC - 4/30/26	ISSUED FOR/REVISIONS:
1. SITE PLAN REVIEW COMMENTS	6/9/23
2. CITY REVISIONS	7/5/23
3. OWNER REVISIONS	9/14/23
4. SPECIAL LAND USE APPLICATION	4/30/26
5. SPECIAL LAND USE APPLICATION	4/30/26

TEMPORARY SITE LAYOUT PLAN - SLU
 HANOVER STREET STORAGE
 SUNDANCER, LLC

Sheet Title:
 Project:
 Client:
 4/30/26
 Sheet
C-2B



ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA.
 FIELD WORK PERFORMED BY:
 HURLEY & STEWART, LLC



ITEM: 13.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Scott Wolfersberger, Mayor
Derek N. Perry, City Manager
DATE: June 15, 2026
SUBJECT: **MSCPA COMMISSIONER AND ALTERNATE APPOINTMENT**

Director of Electric Utilities, Kevin Maynard, has served as the Michigan South Central Power Agency (MSCPA) Commissioner for the City of Marshall since February 2022. Mr. Maynard has announced his intention to end his employment with the City on or about July 6, 2026. To ensure the City's continuing representation, Mayor Wolfersberger recommends appointing Kip Sundberg, Deputy Director of Electric Utilities, as Commissioner; and Christy Ramey, Assistant to the Electric Director, as Alternate to the MSCPA Board.

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION:
Approve Resolution 2026-14, A Resolution to appoint Kip Sundberg as MSCPA Commissioner, and Christy Ramey as Alternate.

**CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2026-14**

A RESOLUTION TO APPOINT MSCPA COMMISSIONER AND ALTERNATE

Minutes of a regular meeting of the Council of the City of Marshall, held on June 15, 2026, at 7:00 PM.

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____, and supported by _____.

WHEREAS, the incorporation and organization of the Michigan South Central Power Agency, a joint agency, is governed by Public Act 448 of the State of Michigan, and

WHEREAS, the City of Marshall has entered into a Joint Agency with three other municipalities by signed agreements, and

WHEREAS, Public Act 448 stipulates that a commissioner and an alternate must be appointed by the governing body of each municipality to represent them on this Commission,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL that Kip Sundberg be and hereby is appointed as Commissioner and Christy Ramey as Alternate Commissioner to represent the City of Marshall on the MSCPA Board of Commissioners.

Resolution declared adopted this 15th day of June 2026.

Michelle Eubank, City Clerk

I, Michelle Eubank, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on MONTH DATE, YEAR and that the said meeting was conducted and that the minutes of the meeting were kept and will be or have been made available.

Michelle Eubank, City Clerk

ITEM: 13.B

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Scott Wolfersberger, Mayor
Derek N. Perry, City Manager
DATE: June 15, 2026
SUBJECT: **CALHOUN COUNTY CONSOLIDATED DISPATCH AUTHORITY
BOARD APPOINTMENT**

The City of Marshall participates in the Calhoun County Consolidated Dispatch Authority (CCDA) and, as a member, has a seat on its Board of Directors. This nine-member board is charged with governing the CCDA in providing dispatching service to our community and the greater Calhoun County.

Directors are eligible for reappointment at the request of the governmental unit originally appointing the director and do not have term limits.

Mayor Wolfersberger is recommending Fire Chief Martin Erskine represent the City on the CCDA Board of Directors.

BUDGET IMPACT:
None.

RECOMMENDATION:
Approve the appointment of Fire Chief Martin Erskine to the Calhoun County Consolidated Dispatch Authority to represent the City of Marshall.

ITEM: 16.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Scott Wolfersberger, Mayor
Derek N. Perry, City Manager
DATE: June 15, 2026
SUBJECT: CITY MANAGER REVIEW

The current City Manager/Chief Administrative Officer, Derek N. Perry, was appointed on February 22, 2022, by the Marshall City Council to perform the functions and duties per the requirements of the City Charter (Sections 3.02 and 3.04). As part of his employment as the City Manager, a periodic performance evaluation is to be conducted by the City Council.

Pursuant to section 8(a) of the Michigan Open Meetings Act, he is requesting a closed session for the personnel evaluation as permitted.

BUDGET IMPACT:

N/A.

RECOMMENDATION:

Move that the City Council go into closed session under section 8(a) of the Michigan Open Meetings Act (PA 267 of 1976) to consider a periodic evaluation of an employee, as requested by the City Manager.