

CITY COUNCIL AGENDA

Regular Meeting

June 20, 2023 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**
Regular Session - June 5, 2023
Work Session- June 5, 2023
Special Session- June 15, 2023
 - B. **City Bills**

Purchases- 6/2/2023	\$24,622.93
Purchases- 6/9/2023	\$136,377.96
Total	\$161,000.89
 - C. **FY 2023 YEAR END BUDGET AMENDMENTS**
 - D. **CHICKEN BBQ SPECIAL EVENT REQUEST**
- 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. **MEET MARSHALL'S MURAL ARTIST SPECIAL EVENT REQUEST**

MAYOR: James Schwartz CITY MANAGER: Derek N. Perry
COUNCIL MEMBERS: Joe Caron, Theresa Chaney-Huggett, Jacob Gates,
Ryan Traver, Ryan Underhill, Scott Wolfersberger
Board of Commission Chambers, 315 W Green St, Marshall, Michigan 49068

- B. SOURCE WATER GRANT APPLICATION**
- C. SANITARY SEWER LINING CONTRACT**
- D. FORD BOBP BUILDING AND TRADE INSPECTION CONTRACT**
- E. RAP 2.0 GRANT APPLICATION**
- F. CITY HALL AND PSB AUDIO VISUAL UPGRADES**
- G. 2023-2026 POLICE COMMAND COLLECTIVE BARGAINING AGREEMENT**
- H. PERSONNEL POLICY MANUAL MODIFICATIONS**
- I. PA 425 CONDITIONAL LAND TRANSFER REQUEST- PARCEL ID 16-260-006-00 & 16-350-006-00
INTRODUCTION AND SET PUBLIC HEARING**

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.

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

CITY COUNCIL MINUTES

June 5, 2023

Regular Meeting - 7:00 PM

1) CALL TO ORDER

IN A REGULAR SESSIONS held on Monday, June 5, 2023 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 Schwartz.

2) ROLL CALL

Roll was called:

Present: Mayor James Schwartz, Joe Caron, Theresa Chaney-Huggett, Jacob Gates, Ryan Traver, Ryan Underhill, Scott Wolfersberger

Also Present: Manager Perry and Clerk Eubank

Absent: None

3) INVOCATION

4) PLEDGE OF ALLEGIANCE

Mayor Schwartz led the Pledge of Allegiance.

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

Moved Joe Caron, supported Scott Wolfersberger to approve the agenda as submitted.
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 shall 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 stated that he objected to the minutes as they don't accurately reflect the public comments and that it is padding the records. He further stated that it is a violation of the First Amendment to limit public comment and that council should reverse the decision to limit the time to three minutes.

Jerry Sweet of Us Hwy 27 N stated that he was there to represent Jam for the Cure, which was established in 2008 to raise funds for the American Cancer Society and in 2017 the organization transitioned to helping Calhoun County residents fund their cancer treatments. They are asking to be recognized by the city as a non-profit organization.

Autumn Smith of Battle Creek stated that she objects to the idea of having a public copy of the full packet while only having agendas for each person. She further stated her objection to Battle Creek supplying the water to the megasite, as it is aiding the CCP.

Jerry Bossard of Marshall Township stated that if there is a conflict of interest, that person shouldn't vote. He further stated that he is taking a 6 hour class on how to react and that council should take the class.

Maggie Emersen-Rich of 616 Union St questioned what the larger bills were for in the city purchases.

7) CONSENT AGENDA

Moved Scott Wolfersberger, supported Ryan Underhill to approve the consent agenda as presented. On a roll call vote:

Ayes: Joe Caron

Chaney-Huggett wished to abstain. Mayor Schwartz questioned the reasoning. Chaney-Huggett disclosed that she is a member of the Jam for the Cure board. Schwartz questioned if any compensation was received. Chaney-Huggett stated there was not. Council consensus was that there was no conflict of interest requiring her to abstain from the vote. Voting resumed.

Ayes: Theresa Chaney-Huggett, Jacob Gates, Ryan Traver, Ryan Underhill, Scott Wolfersberger, James Schwartz

Nays: None

Abstain: None

Motion carried.

A. City Council Minutes

Regular Session - May 15, 2023

Work Session- May 15, 2023

B. City Bills

Purchases- 5/12/23	\$43,372.57
Purchases- 5/19/23	\$228,087.59
Purchases- 5/26/23	\$198,797.41
April Power Invoice	\$784,411.29
Total	\$1,365,668.86

C. ROTARY FOUNDATION- CHARITABLE GAMING LICENSE

D. JAM FOR THE CURE- CHARITABLE GAMING LICENSE

E. MARSHALL HOUSE PSA FIRST AMENDMENT AND REINSTATEMENT

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. VINTAGE MARKET SPECIAL EVENT REQUEST

Moved Jacob Gates, supported Joe Caron to approve the Vintage Garden Market Special Event Application. On a voice vote: **Motion carried.**

B. HOME TOUR MARKET SPECIAL EVENT REQUEST

Moved Scott Wolfersberger, supported Ryan Underhill to approve the Hometour Vintage Market Special Event Application. On a voice vote: **Motion carried.**

C. YPC-FRIDAY'S AT THE FOUNTAIN SPECIAL EVENT REQUEST

Traver questioned if there were any plans for crowd control, as there were some more popular bands playing. Davenport stated that she was not aware of any. Schwartz stated that if the event gets too large they will either need to move to a larger venue or turn people away.

Moved Jacob Gates, supported Ryan Traver to approve the *Fridays at the Fountain* Special Event Application. On a voice vote: **Motion carried.**

D. STORIES AT THE FOUNTAIN SERIES SPECIAL EVENT REQUEST

Moved Ryan Traver, supported Joe Caron to approve the Marshall District Library *Stories at the Fountain* Special Event Application. On a voice vote: **Motion carried.**

E. GRAND RIVER ANNIVERSARY SPECIAL EVENT REQUEST

Moved Ryan Traver, supported Theresa Chaney-Huggett to approve the *Grand River 5-Year Anniversary* Special Event Application. On a voice vote: **Motion carried.**

F. GRAND RIVER BREWERY SIDEWALK USE PERMIT

Moved Scott Wolfersberger, supported Ryan Traver to approve the Sidewalk Use application from Grand River Brewery for the purpose of an outdoor cafe from May 1, 2023 to April 30, 2024. On a voice vote: **Motion carried.**

G. MARIA'S UNCORKED MLCC SOCIAL DISTRICT PERMIT REQUEST

Moved Joe Caron, supported Ryan Underhill to approve the Local Governmental Unit Approval For Social District Permit pursuant to MCL 436.1551 for Maria's Uncorked at 116 East Michigan Ave. On a voice vote: **Motion carried.**

H. AMP MICHIGAN CAT PEAKING PROJECT

Moved Scott Wolfersberger, supported Ryan Traver to adopt Resolution 2023-20, A Resolution to approve the form and authorize the execution of a power sales contract and supplemental agreement thereto with American Municipal Power, Inc. (AMP) and taking other actions in connection therewith regarding participation in the AMP Michigan CAT peaking project and authorize the City Manager and City Clerk to sig the necessary documents. On a roll call vote:

Ayes: Theresa Chaney-Huggett, Jacob Gates, Ryan Traver, Ryan Underhill, Scott Wolfersberger, James Schwartz, Joe Caron

Nays: None

Abstain: None

Motion carried.

I. GREEN STREET RECONSTRUCTION AND 2023 STREET IMPROVEMENTS CONSTRUCTION CONTRACT

Wolfersberger questioned if the NE NIA needed to approve the use of funds for their portion of roads. Zuzga stated that it would be discussed at the next NE NIA meeting. Caron questioned when they believed they would start on the work on Green St. Davenport stated that they are planning to start in mid-July and end by November 1st.

Moved Jacob Gates, supported Joe Caron to

- Approve the construction contract with Quality Excavators Inc for Part 1 in the amount of \$476,196.24 with a contingency of \$48,000 for a total funded amount of \$524,196.24.
- Approve the construction engineering contract with Progressive AE for Part 1 in the amount of \$85,300.
- Approve the construction contract with Quality Excavators Inc for Part 2 in the amount of \$781,816.55 with a contingency of \$159,000 for a total funded amount of \$940,816.55.

On a roll call vote:

Ayes: Ryan Traver, Ryan Underhill, Scott Wolfersberger, James Schwartz, Joe Caron, Theresa Chaney-Huggett, Jacob Gates

Nays: None

Abstain: None

Motion carried.

J. CAHILL RENTAL REHABILITATION DEVELOPMENT AGREEMENT

Moved Joe Caron, supported Scott Wolfersberger to approve the Cahill Development Agreement and authorize the City Clerk to sign on behalf of the City. On a voice vote: **Motion carried.**

K. SET PUBLIC HEARING FOR OPRA DISTRICT CREATION FOR 112 N EAGLE STREET

Director Zuzga stated that the public hearing should be set for July 17, 2023 opposed to June 19, 2023 as stated in the packet.

Moved Scott Wolfersberger, supported Jacob Gates to Schedule a public hearing for July 17, 2023 to consider creation of an OPRA District for 112 North Eagle Street. On a voice vote: **Motion carried.**

L. SET PUBLIC HEARING FOR 902/1102 WEST HANOVER STREET SPECIAL LAND USE

Director Zuzga stated that the public hearing should be set for July 17, 2023 opposed to June 19, 2023 as stated in the packet.

Moved Jacob Gates, supported Joe Caron to schedule a public hearing for June 19,

2023 to consider approval of a special land use for 902/1102 West Hanover Street. On a voice vote: **Motion carried.**

M. 2023-2026 POLICE PATROL COLLECTIVE BARGAINING AGREEMENT

Gates stated that it seemed to be a reasonable contract for both sides. Schwartz stated that they have earned their pay with how well they interact with the public. Wolfersberger questioned how the acting command would work. Lankerd stated that there are still some things to figure out as to how it will all work and that it is only being done on a trial basis at this point.

Moved Ryan Traver, supported Scott Wolfersberger to approve the 2023-2026 City of Marshall Collective Bargaining Agreement and the associated Acting Shift Command Officer Letter of Understanding with the Police Officers Labor Council, Patrol Officers Division and authorize the City Manager and City Clerk to sign. On a voice vote: **Motion carried.**

N. CITY OF MARSHALL MEMBERSHIP IN THE WEST MICHIGAN HEALTH INSURANCE POOL

Caron stated that this would move employees back to Blue Cross from Priority Health. Gates questioned if there were any other requirements. Perry stated that he sees no downside as rates tend to not increase as quickly and that it may lead to greater flexibility for employees and possibly greater incentives to not participate in the future.

Moved Ryan Traver, supported Ryan Underhill to approve Resolution #2023-19, A Resolution Authorizing City of Marshall Membership in the West Michigan Health Insurance Pool (WMHIP) for a minimum three-year period and authorize the City Manager and City Clerk to sign the required documents. On a voice vote: **Motion carried.**

O. MICHIGAN HARD CAP EXEMPTION

Moved Joe Caron, supported Ryan Underhill to approve Resolution #2023-21, A Resolution to adopt the annual exemption option as set forth in Public Act 152, the Publicly Funded Health Insurance Contribution Act and authorize the City Manager and City Clerk to sign the necessary documents. On a voice vote: **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 shall be addressed during the PUBLIC COMMENT-AGENDA ITEMS (Item 6) portion of the meeting agenda.

Barry Wayne Adams of 622 W Green St stated that he submitted a FOIA request which he got a fee estimate back for that was ludicrous. He stated that it is a violation of the law to block access to public records and that the clerk needs to be arrested.

Jerry Bossard of Marshall Township questioned why people are voting on items if they have a conflict of interest and that there needs to be an ethical code.

Maggie Emersen-Rich of 616 Union St stated that the conflict of interest policy states

that even if there is a deferential interest and not a monetary interest, the person should be recused. She further stated that she has concerns with emergency response times, as there were issues at a recent protest and it took 15 minutes for police to respond, and on a recent video of an accident it took 9 minutes for an ambulance, 11 minutes for fire services and 12 minutes before any police arrived on scene.

Autumn Smith of Battle Creek stated that the council was in violation of several things, including the open meetings act, the Americans with Disabilities Act, the Supremecy Law, and the First amendment. She further stated that the reason the city has problems attracting new police officers is because they don't want to be forced to be unethical.

Gerad Sweet of Us Hwy 27 N stated that Jam for the Cure was only there to be recognized as a non-profit and that no one on their board receives any money for their work.

Corey Schumaker of Kalamazoo stated his opposition to the change in the time for public comment and the change to having non-agenda comments limited to 2 minutes opposed to 3. He further stated that if a venue can be too small for an event, then the city can also be too small for a battery plant and that no one will be able to control the plant once it is open.

Julie Bryant of Squaw Creek stated her opposition to the megasite due to national security concerns. She stated that they have been organizing and fighting back and has been attacked for what she believes in, including a mailing with a red X over several faces.

Rick Sadler of Squar Creek stated that the size of Arlington National Cemetery is less than 1/3 the size of the megasite and that the 1.3 million soldiers who have lost their lives defending the county didn't do so to bring in the CCP.

Leigh Rothwell of Ceresco stated that the city should not annex any more property between 13 and 12 mile roads and that if they do it should be turned into a park for public use. She stated that nothing else should be zoned industrial. She further stated that she won't bring her grandson to protests and will not attend Saturday protests anymore due to fear from attacks.

15) COUNCIL AND MANAGER COMMUNICATIONS

Mayor Schwartz stated that he had not seen the flyer that people were commenting on, but that he does not believe people should be threatened, nor does he believe language of hurt and kill needs to be used.

16) ADJOURNMENT

The meeting was adjourned at 8:39 pm.

CITY COUNCIL MINUTES

June 5, 2023

Work Session - 6:00 PM

1) CALL TO ORDER

IN A WORK SESSION held on Monday, June 5, 2023 at 6:00 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 Schwartz.

2) ROLL CALL

Roll was called:

Present: Mayor Schwartz, Members Caron, Chaney-Huggett, Gates, Traver, Underhill and Wolfersberger

Also Present: Manager Perry and Clerk Eubank

Absent: None

3) 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.

NONE

4) DISCUSSION ITEMS

A. HOUSING DEVELOPMENT

Director Zuzga introduced Joe Elias from Grand City Capital and Ryan___ from Indigo Design and development. Elias and _____ gave background on a potential housing development along Hughes St.

5) 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.

NONE

6) ADJOURNMENT

The meeting was adjourned at 6:48 pm.

CITY COUNCIL MINUTES

June 15, 2023

Special Meeting - 7:00 PM

1) CALL TO ORDER

IN A SPECIAL SESSION held on Thursday, June 15, 2023 at 7:00 PM in the Training Room of the Marshall Regional Law Enforcement Center, 714 Us Hwy 27 N, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Schwartz.

2) ROLL CALL

Roll was called:

Present: Mayor James Schwartz, Joe Caron, Jacob Gates, Ryan Underhill, Scott Wolfersberger

Also Present: Manager Perry, Attorney Revore, and Clerk Eubank

Absent: Theresa Chaney-Huggett and Ryan Traver

Moved Scott Wolfersberger, supported Ryan Underhill to excuse members Chaney-Huggett and Traver. On a voice vote: **Motion carried.**

3) PLEDGE OF ALLEGIANCE

Mayor Schwartz led the Pledge of Allegiance.

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

Moved Scott Wolfersberger, supported Joe Caron to approve the agenda as submitted. On a voice vote: **Motion carried.**

5) 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 of the meeting agenda. Non-Agenda items shall be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS (Item 8) portion of the meeting agenda.

Barry Wayne Adams of 622 W Green St spoke in favor of the referendum.

Glenn Kowalske of Marshall Township spoke in favor of the referendum.

Justin Kazmar of Marengo Township spoke in favor of the referendum.

Kelly Isaac of the City of Marshall spoke in favor of the referendum.

Wayne Wright of H Dr N spoke in favor of the referendum.

Deb Withee of Marengo Township spoke in favor of the referendum.

Maggie Emersen Rich of 616 Union St spoke in favor of the referendum.

Peggy Smalek of 1001 O'Keefe spoke in favor of the referendum.

Vicki McGuffin of Marshall Township spoke in favor of the referendum.

Holly Hardin of W Mansion St spoke in favor of the referendum.

Adam Hiekkla, former Bedford Township Supervisor, spoke in favor of the referendum and in opposition to closed session.

Connie Wireman of Marshall Township spoke in favor of the referendum.

Justin Shotts of Battle Creek spoke in favor of the referendum and in opposition to closed session.

George Hubka of Barry County spoke in favor of the referendum.

Sandra Sinkey of Marshall Township spoke in favor of the referendum.

Michael Holcomb of the City of Marshall spoke in favor of the referendum.

Julie Bryant of Marshall Township spoke in favor of the referendum.

Gretchen Esser of N Eagle St spoke in favor of the referendum.

Leigh Rothwell of Marshall Township spoke in favor of the referendum.

6) OLD BUSINESS

7) REPORTS AND RECOMMENDATIONS

8) 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 of the meeting agenda. Agenda items should be addressed during the PUBLIC COMMENT-AGENDA ITEMS (Item 5) portion of the meeting agenda.

Kelly Isaac of N Liberty St stated that she would like to see broadcasting of the council meetings brought back.

Janet Mason of Marshall Township read the American Creed.

Adam Heikkla, former Bedford Township Supervisor, read the summary of the Doctrine of the Lesser Magistrate and handed each council member a copy.

Glenn Kowalske of Marshall Township spoke of his sadness at the division in the people of the area and stated that the Ford project is only the beginning of a much larger complex.

Justin Shotts of Battle Creek stated that the council had previously had him illegally removed from a meeting, that he was recently sentenced due to a similar instance, and that he intends to file civil charges against the city.

Wayne Wright of H Dr N questioned the difference in lawyer fees paid by the city this year to last year and stated concern over the location of the meeting.

Maggie Emersen Rich stated that there is asphalt building up in the round about around

the fountain and that while the waste water plant is ready, the water is still a concern for the megasite.

Justin Kazmar of Marengo Township stated that people want to move out of town due to the megasite.

Gretchen Esser of N Eagle St stated that recording the meetings could be done cheaply and easily.

Barry Wayne Adams of 622 W Green St stated that a 2 minute time limit is unconstitutional and must be reversed or he will take it to federal court. He further stated that the referendum will go through, as it's just a matter of time and they won't be stopped.

Leigh Rothwell of Ceresco stated that she attended the Planning Commission meeting and they were concerned about lights, traffic, and trees from a small storage facility, but questioned the concern for those items at the megasite.

- 9) **CLOSED SESSION** Pursuant to section 8(h) of the Open Meetings Act, to consider material exempt from disclosure by state statute, section 13(1)(g) of the Freedom of Information Act: Confidential Attorney-Client Written Communication dated June 9, 2023 re: Validity of referendum petition concerning Ordinance 2023-08

Moved Jacob Gates, supported Scott Wolfersberger to enter in to closed session pursuant to section 8(h) of the Open Meetings Act, to consider material exempt from disclosure by state statute, section 13(1)(g) of the Freedom of Information Act: Confidential Attorney-Client Written Communication dated June 9, 2023 about the validity of referendum petition concerning Ordinance 2023-08. On a roll call vote:

Ayes: Joe Caron, Jacob Gates, Ryan Underhill, Scott Wolfersberger, James Schwartz

Nays: None

Abstain: None

Motion carried.

10) **ADJOURNMENT**

Council returned to open session at 8:46 p.m.

The meeting was adjourned at 8:46 p.m.

Respectfully submitted by,

Michelle Eubank
City Clerk

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 06/02/2023 - 06/02/2023
UNJOURNALIZED
OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
23-025	2X SERVICES LLC	BASIC EVIDENCE TECH SCHOOL - HYDE, BRIAN		800.00
342992	88 TACTICAL	RDS COURSE - GOODRICH, PHILLIP		600.00
34123518	APPLIED CAPITAL, LLC	CONTRACT NO. 132-1753516-000 MRLEC COPIE		117.52
2105456	APPLIED INNOVATION	ACCT NO. LAG783 MRLEC PRINTER DEC 2022		62.37
2126129	APPLIED INNOVATION	ACCT NO. LAG783 MRLEC PRINTER JAN 2023		55.24
2130762	APPLIED INNOVATION	ACCT NO. LAG783 MARSHALL HOUSE PRINTER J.		397.15
2151035	APPLIED INNOVATION	ACCT NO. LAG783 MRLEC PRINTER FEB 2023		59.20
2169943	APPLIED INNOVATION	ACCT NO. LAG783 MRLEC PRINTER MAR 2023		55.46
2194180	APPLIED INNOVATION	ACCT NO. LAG783 MRLEC PRINTER APR 2023		68.66
2216234	APPLIED INNOVATION	ACCT NO. LAG783 MRLEC PRINTER MAY 2023		64.59
05172023	AT&T	ACCT NO. 145970911 MRLEC INTERNET MAY 20		115.68
05302023	AUTOZONE, INC.	ENERGY OPTIMIZATION - LED LIGHTING AT 13		948.00
1526	BC SOUND	2023 BLUES FEST SOUND SYSTEM & ON SITE T		1,023.75
1527	BC SOUND	2023 BLUES FEST SOUND SYSTEM & ON SITE T		3,071.25
05302023	CORLETT, JAMES	ENERGY OPTIMIZATION - AIR CONDITIONER		200.00
174828	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES (PSB)		13.20
4097164	IIX INSURANCE INFORMAT	ACCT NO. 888907 MOTOR VEHICLE REPORTS &		36.20
486652	MARANA GROUP	ACCT NO. M323 DAILY MAIL SERVICE - OPEN		9.47
05102023CAR	MARSHALL COMMUNITY	CRE CITY CREDIT CARD - CHRISTY A RAMEY 3101		1,092.89
05102023COM	MARSHALL COMMUNITY	CRE CITY CREDIT CARD - CITY OF MARSHALL 3431		465.60
05102023DP	MARSHALL COMMUNITY	CRE CITY CREDIT CARD - DEREK PERRY 0186		300.00
05102023EZ	MARSHALL COMMUNITY	CRE CITY CREDIT CARD - ERIC ZUZGA 3119		76.00
05102023JL	MARSHALL COMMUNITY	CRE CITY CREDIT CARD - JOSHUA LANKERD 3280		2,654.61
05102023JRM	MARSHALL COMMUNITY	CRE CITY CREDIT CARD - JUSTIN R MILLER 9156		868.05
05102023KM	MARSHALL COMMUNITY	CRE CITY CREDIT CARD - KEVIN MAYNARD 9501		54.50
05102023ME	MARSHALL COMMUNITY	CRE CITY CREDIT CARD - MARTIN ERSKINE 9519		798.44
05102023WD	MARSHALL COMMUNITY	CRE CITY CREDIT CARD - WILLIAM DOPP III 9493		822.16
05102023MD	MARSHALL COMMUNITY	CRE CITY CREDIT CARD - MARGUERITE DAVENPORT		180.84
23-1166	QUALITY EXCAVATORS, IN	12 YARDS GRAVEL & 12 YARDS TOPSOIL		960.00
06/01/2023	STRATTON, LYLE	UB refund for account: 2708090007		22.96
165	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$132/H2023.163		3,696.00
06022023	V & V ASSESSING LLC	ASSESSING SERVICES JUNE 2023		4,700.00
06/01/2023	WALTON, MELISSA	UB refund for account: 1402060002		175.91
05242023	WOW! BUSINESS	ACCT NO. 013934621 DPW MAY 2023		57.23
GRAND TOTAL:				24,622.93

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 06/09/2023 - 06/09/2023
BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
92958	ALL-TRONICS, INC.	ACCT NO. 1-MARCIT WEBSITE/DPW INTERCOM I		382.00
1TRH-DGWP-F97N	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 BASEBALLS/T-BALL		336.77
1NFL-L17T-1M64	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 LAWN GAME		26.77
1PMQ-MFGW-1CTG	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 RAISED FLOWER BE		293.98
6001831	AMP INC.	CUST NO. 11075 ENVIRONMENTAL SERVICES		220.00
2265482395	AUTOZONE, INC.	CUST NO. 11585226 CLEANING SUPPLIES		32.88
84955111	BOUND TREE MEDICAL, LL	ACCT NO. 225891 MED SUPPLIES		184.46
06/09/2023	BOURLAND, MATTHEW	UB refund for account: 700300031		89.85
10053494	BROWN WOOD PRESERVING	(WOOD UTILITY POLES FOR ELECTRIC DISTRIBU	2023.136	21,078.00
2376508	CALIBRE PRESS	TRAINING COURSE - HYDE		495.00
06062023	CB HALL ELECTRIC COMP	CITY OF MARSHALL INSPECTION SERVICES 5/1		550.00
06/09/2023	CHRIST, LEWIS	UB refund for account: 3005340011		32.76
010298860	CRYSTAL FLASH MARSHALL	CUST NO. 051300000 DYED DIESEL 4/12/23		2,216.87
IN9836	D.I.Y. EQUIPMENT RENTA	GREEN STREET PROJECT - EQUIPMENT RENTAL		2,750.00
94481565	ESRI, INC.	CUST NO. 123224 ANNUAL SUBSCRIPTION 2023	2023.263	10,453.47
9332194982	GRAYBAR ELECTRIC	ACCT NO. 0000571644 MULE TAPE		654.40
2359596	GRIFFIN PEST SOLUTIONS	ACCT NO. 197892 SERVICES AT FIRE STATION		42.00
06062023	GROSS, JOHN	CITY OF MARSHALL INSPECTION SERVICES 5/1		850.00
30968	J AND K PLUMBING SUPPL	GREEN STREET PROJECT - PVC CEMENT		139.80
31014	J AND K PLUMBING SUPPL	STREETS - HOSE CLAMP, POLY COUP		12.52
09/24/2021	JASON MCBROOM	UB refund for account: 2660		50.00
0030	KIMBER THOMPSON DBA KI	IREPAIR TO MARSHALL DOWNTOWN MURAL		2,300.00
F99158	KNAPHEIDE TRUCK EQUIP	M:SERVICE BODY FOR F-550 TRUCK WITH 9' CRA	2022.097	56,605.00
R105017895:01	MIDWEST TRANSIT EQUIP	M:DIAL-A-RIDE BUS MAINTENANCE #9		956.94
200006433	MPARKS - MICHIGAN REC	2023 MPARKS GRAND EXPERIENCE - TRIP SEPT	2023.256	12,750.00
IN1877030	MUNICIPAL EMERGENCY SE	CUST NO. C242607 SCAFFOLD HOOK W/ LANYAR		119.00
NNS48756	NEONOVA NETWORK SERVIC	ISP TECH SUPPORT APRIL 2023		1,000.00
NNS49969	NEONOVA NETWORK SERVIC	ISP TECH SUPPORT MAY 2023		1,000.00
4788-355861	O'REILLY FIRST CALL	ACCT NO. 1741510 CAR WASH/WAX		66.21
06082023	PHILPOTT, ANTHONY	BOOT ALLOWANCE - PHILPOTT, ANTHONY		105.02
05/20/2021	QUINN, DEREK	UB refund for account: 2204260012		55.86
08/13/2021	RYAN CLUTE	UB refund for account: 2387		50.00
06/09/2023	SAREN, CLAYTON & AUTUM	UB refund for account: 901560008		260.56
03/31/2021	SMITH, AARON	UB refund for account: 3005760045		54.16
06042023	TAYLOR, JEFF	NEW FR UNIFORM		84.79
6895	TELNET WORLDWIDE	ACCT NO. 8948 MAY 2023		1,247.01
166	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$132/H	2023.163	2,904.00
07651	TRITERRA	MARSHALL HOUSE ENVIRONMENTAL PLAN AND RE	2023.222	12,655.00
INV00007708	USABBLUEBOOK	CUST NO. 859103 WATER TREATMENT PLANT SU		404.10
INV00010744	USABBLUEBOOK	CUST NO. 859103 WASTE WATER LAB SUPPLIES		78.75
12762	VRIESMAN & KORHORN	CONSTRUCTION ENGINEERING - INDUSTRIAL RO	2023.224	1,225.00
05292023	WOW! BUSINESS	ACCT NO. 014226414 FIRE STATION JUNE 202		133.53
06022023	WOW! INTERNET-CABLE-PH	ACCT NO. 010040764 MARSHALL HOUSE JUNE 2		1,431.50
GRAND TOTAL:				136,377.96

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 20, 2023
SUBJECT: FY 2023 YEAR END BUDGET AMENDMENTS

Public Act 2 of 1968, better known as the Uniform Budgeting and Accounting Act, requires an amendment to the adopted budget when it can be determined that the budget projections will be different than originally anticipated. Each quarter, staff reviews the revenues and expenditures to develop an amended budget resolution to more closely reflect the actual operational costs and the associated revenues. All numbers in the “change column” in parentheses, reflect a negative direction in terms of the budget. For example, if the “change column” for revenue has a parenthesis, then revenues are expected to be lower than originally budgeted.

The following is a summary of the recommended budget amendments:

General Fund (Fund 101):

- The City Council department needs an increase of \$750 to cover miscellaneous office supplies.
- The Clerk department requires an expenditure increase of \$11,000 due to the change in position duties and allocation, and \$4,100 for elections. There will be additional revenue of \$5,000 associated with election reimbursement.
- City Hall Maintenance had a \$50,000 expenditure increase associated with the clock tower repair, as well as an unexpected AC unit failure. MPM has graciously committed to covering the clock tower expenses, and we hope to see those additional funds in the near future.
- The Crossing Guard had an increase in part-time salaries of \$1,000.
- The Fire Department had an \$80,000 increase for pension due to increased rates and higher than projected salaries in the actuary report that was completed based on a two-year prior budget.
- Cemetery had increased payroll of \$20,000 due to unallocated Street department hours, and motor pool costs of \$15,000.
- PSB operations had higher than budgeted gas utilities of \$18,000, as well as additional unplanned maintenance costs.

Leaf, Brush, & Trash (Fund 226): This budget amendment increases the motor pool expenditure budget line by \$30,000.

Airport: Part-time salaries increased by \$7,500, and there was a Debt Service charge of \$11,723. These expenses will be offset by rent and Federal Grant revenue of \$4,000 and \$32,000, respectively.

BUDGET IMPACT:

As detailed by the information included in this Administrative Report.

RECOMMENDATION:

Adopt Resolution 2023-25, A Resolution to Amend General Appropriation Act Resolution July 1, 2022 - June 30, 2023 to amend the FY 2023 Budget.

CITY OF MARSHALL, MICHIGAN
RESOLUTION #2023-25
THE CITY OF MARSHALL
AMENDED GENERAL APPROPRIATION ACT RESOLUTION
July 1, 2022 – June 30, 2023

THE CITY OF MARSHALL RESOLVES that the revenues and expenditures for the fiscal year, commencing July 1, 2022, and ending June 30, 2023, are hereby amended on a departmental and fund total basis per the attachment, summarized as follows:

	Revenues	Expenditures
General (Fund 101)	5,000	209,350
Miscellaneous Revenue	5,000	
City Council		750
Clerk		15,100
City Hall		50,000
Crossing Guard		1,000
Fire		80,000
Cemetery		35,000
PSB Operations		27,500
Leaf, Brush, & Trash (Fund 226)		30,000
Airport (Fund 295)	36,000	19,223

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.

This Resolution shall take effect upon adoption.
Dated June 20, 2023

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 20, 2023, 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

Attachment
5/15/2023 Marshall Budget Amendment Resolution
Fiscal Year 2022-2023 Proposed Budget Amendments

General Fund (Fund 101)

<u>Summary</u>		<u>Current Budget</u>	<u>Proposed Budget Amendment</u>	<u>New Budget</u>
Revenues		7,289,702	5,000	7,294,702
Expenditures:		8,061,706	209,350	8,271,056
Excess Revenues/(Expenditures)		(772,004)	(204,350)	(976,354)
Beginning Fund Balance 6/30/2022		3,827,902		3,827,902
Ending Fund Balance 6/30/2023 (budget)		3,055,898	(204,350)	2,851,548
<u>Detail</u>		<u>Increase</u>	<u>Decrease</u>	
Revenue:	Election Reimbursement			
101-000-679.00	Miscellaneous Revenue	5,000		
Expenditure:	City Council: Office and Operating Supplies			
101-101-740.00	Operating Supplies	750		
	Clerk: Change in position duties and allocation			
101-215-716.00	Hospitalization	11,000		
101-215-830.00	Elections	4,100		
	City Hall: Clock Tower and AC Unit			
101-265-931.00	Maintenance of Building	50,000		
	Crossing Guard			
101-315-703.00	Part Time Salaries	1,000		
	Fire: Increase in rate over original budgeted rate			
101-336-718.00	Retirement DB	80,000		
	Cemetery: Increase Payroll and Motor Pool Costs			
101-567-702.00	Payroll	20,000		
101-567-941.00	Motor Pool Vehicle Rental	15,000		
	PSB Operations			
101-573-921.00	Utilities - Gas	18,000		
101-573-931.00	Maintenance of Building	9,500		

Leaf, Brush, & Trash Fund (Fund 226)

<u>Summary</u>		<u>Current Budget</u>	<u>Proposed Budget Amendment</u>	<u>New Budget</u>
Revenues		179,311	-	179,311
Expenditures:		176,868	30,000	206,868
Excess Revenues/(Expenditures)		2,443	(30,000)	(27,557)
Beginning Fund Balance 6/30/2022		37,094		37,094
Ending Fund Balance 6/30/2023 (budget)		39,537	(30,000)	9,537
<u>Detail</u>		<u>Increase</u>	<u>Decrease</u>	
Expenditure:	Increase Expenditure for motor pool vehicle rental			
226-000-941.00	Motor Pool Vehicle Rental	30,000		

Airport (Fund 295)

<u>Summary</u>		<u>Current Budget</u>	<u>Proposed Budget Amendment</u>	<u>New Budget</u>
Revenues		200,634	36,000	236,634
Expenditures:		198,608	19,223	217,831
Excess Revenues/(Expenditures)		2,026	16,777	18,803
Beginning Fund Balance 6/30/2022		(1,585)		(1,585)
Ending Fund Balance 6/30/2023 (budget)		441	16,777	17,218
<u>Detail</u>		<u>Increase</u>	<u>Decrease</u>	
Revenue:	Additional Rents and Grants			
295-000-667.00	Rents	4,000		
295-000-529.00	Federal Grants	32,000		
Expenditure:	Additional Part Time Salaries and Establish Debt Service			
295-595-703.00	Part Time Salaries	7,500		
295-595-990	Debt Service	11,723		

ITEM: 7.D

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
Joshua Lankerdt, Chief of Police
DATE: June 20, 2023
SUBJECT: CHICKEN BBQ SPECIAL EVENT REQUEST

We received a special event request for the annual 4th of July Chicken BBQ event. This event is organized by Marshall Area Economic Development Alliance and is in conjunction with the Oaklawn Pet, Bike, and Wagon Prade. The event is planned for July 4th from 6 am to 2 pm. The request is for the traffic circle to be closed down for both events. The traffic request is to close the traffic circle (Kalamazoo Ave and Michigan Ave) from 6 am to 2 pm. They are also utilizing electric connections and rubbish containers.

An application has been completed and proof of insurance and non-profit documentation has been provided. The MDOT permit has been approved.

The city will provide the barricades along with traffic control and detour signs. The event volunteers will put the barricades in place and take them down upon completion.

BUDGET IMPACT:

The only city service being requested is the use of the park and barricades. The estimated cost is \$630 for the barricades and closure of four roadways. City Council has directed staff to waive the first \$500 for non-profit organizations. The estimated cost for the event is \$130. The actual cost of services over the \$500 non-profit discount, will be invoiced to the organizations.

RECOMMENDATION:

Approve the Choose Marshall 4th of July Chicken BBQ Special Event Request.

ITEM: 12.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Joshua Lankerd, Chief of Police
DATE: June 20, 2023
SUBJECT: MEET MARSHALL'S MURAL ARTIST SPECIAL EVENT REQUEST

Staff received a special event request from the Marshall District Library to hold a "Meet Marshall's Mural Artist" event at Grand St Park on Thursday July 20th from 6:30 to 7:30 pm. This is a public event to educate and inform our citizens about our town's "Marshall" mural created by artist Kimber Thompson. The event provides citizens with the opportunity to learn a great deal about the history of Marshall as well as art. The request is for the use of the park, utilities, and signage in the park.

The application has been received and reviewed and proof of non-profit documentation and insurance has been provided.

BUDGET IMPACT:

No impact to the budget is anticipated. Any costs up to \$500 will be waived.

RECOMMENDATION:

Approve the "Meet Marshall's Mural Artist" Special Event Request for Thursday July 20th from 6:30 to 7:30 PM at Grand Street Park.

ITEM: 12.B

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
Aaron Ambler, Water Superintendent
DATE: June 20, 2023
SUBJECT: SOURCE WATER GRANT APPLICATION

The City of Marshall Water Department has been working to revive the Wellhead Protection Committee and receive approval for an updated Wellhead Protection Plan (WHPP) from the Department of Environment, Great Lakes, and Energy (EGLE). One of the benefits of establishing and keeping an active WHPP is a program offered by EGLE called Source Water Protection Grants. The goal of the grant program is *to provide incentives and financial assistance for the development and implementation of source water protection programs to facilitate the management of a public water system source water protection area to reduce the risk of contamination to the water supply*. For reference, a map of the City's wellhead protection zone has been included with this report.

As part of the department's draft plan, City staff and their consultant, Peerless-Midwest Inc., have established a list of projects, to be funded by the grant, providing continual protection of the City's groundwater wells located at the Water Treatment Plant. The proposed projects for this grant cycle include radio ads, creation of a site plan review process for wellhead protection, a "water on tap" promotional bottle fill system, and starting the wellhead protection zoning overlay and/or performance standards. The department will maximize the grant amount at \$35,000 and use previous expenditures as the grant required matching dollars.

BUDGET IMPACT:

None. If the grant is approved, the activities will occur. If the grant is not approved, completion of the proposed activities will not occur.

RECOMMENDATION:

Approve the Water Department's application to EGLE's Source Water Protection Grant program in the amount of \$35,000 and authorize the City Manager and City Clerk to sign the necessary documents.

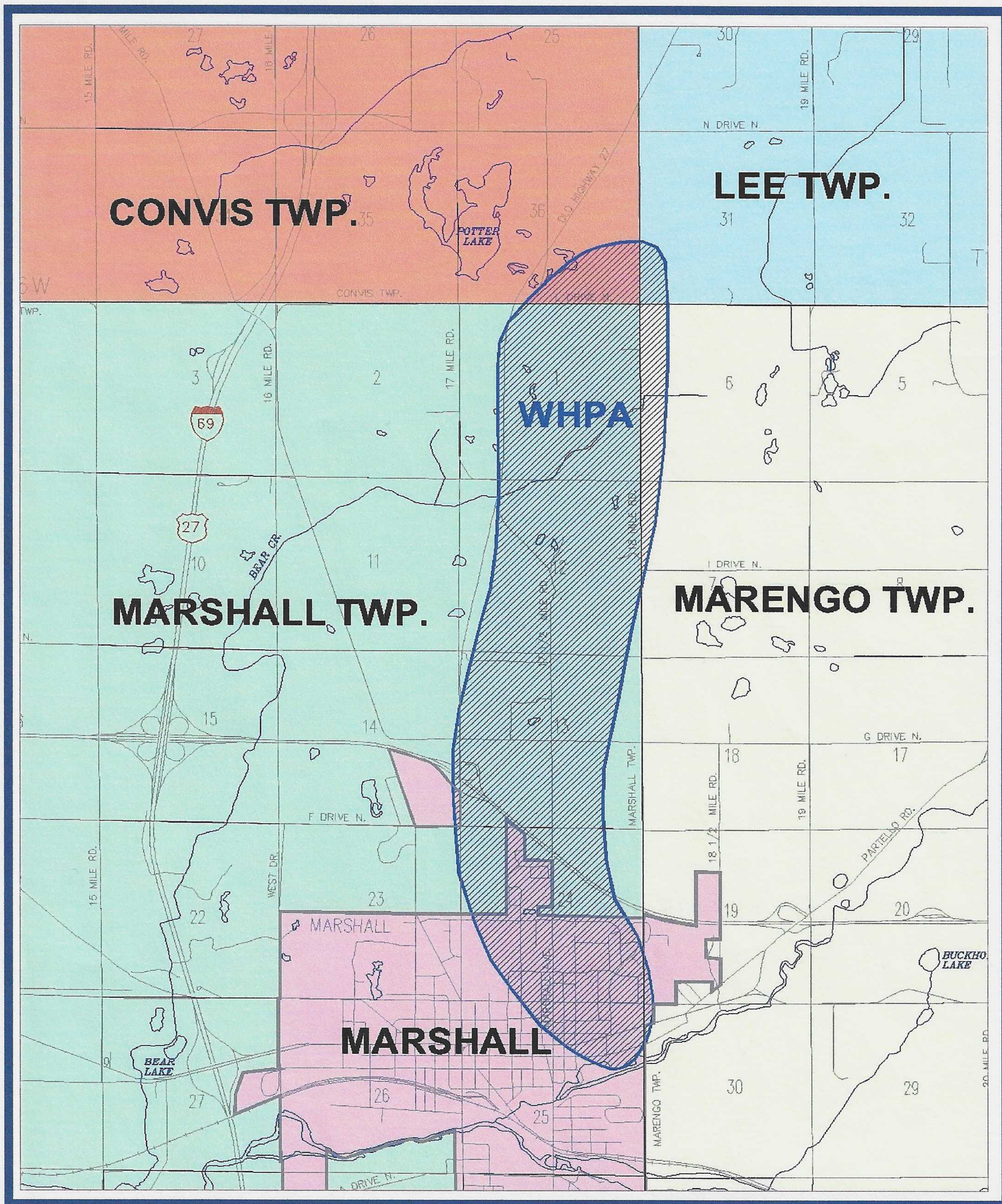


FIGURE 3
Marshall Wellhead Protection Area

ITEM: 12.C

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
Alec Egnatuk, Wastewater Superintendent
DATE: June 20, 2023
SUBJECT: **SANITARY SEWER LINING CONTRACT**

In 2021, City Staff retained Stantec Consulting Inc. to prepare an RFP for the lining of sanitary sewer in West Hanover Street between South Linden and South Mulberry Streets. This area, as Council may recall, was adjacent to a sanitary sewer collapse in the fall of 2019. The original bid documents required unit pricing for various pipe diameters so that City staff could plan future projects, through June 30, 2023, as needed. At that time, specific areas for future lining were yet to be determined but the contract was written so that the scope of work could remain flexible. The Wastewater Department Capital Improvement Plan (CIP) includes \$60,000 annually for sewer lining. To take advantage of one mobilization charge, the wastewater department determined the best course of action was to combine FY2022 and FY2023 funding into one project. The project was planned to occur this summer for the amount of \$120,000.

Corby Energy Services (CES), the successful bidder in 2021, satisfactorily completed the Hanover Street project that same summer. While planning the next phase of work, CES and staff have been communicating regularly. The original contract pricing expires on June 30, 2023. However, due to the capacity of CES, the work will occur this summer after June 30 and CES will hold their pricing from the 2021 bid through September 2023. While negotiating this, staff agreed with CES that if we do the work post July 1, 2023, then FY 2024 CIP dollars for lining can be added to the contract, bringing the total amount to \$180,000. This further provides an advantage for the City as the mobilization charge is used to get more lining work completed. The proposed project area this year will include Arms St, Gordon St, Green St, Prospect St, and Sycamore St.

BUDGET IMPACT:

The work for this project has been budgeted each fiscal year and will be expensed from the Wastewater Capital Line; 590-900-970. A budget amendment will be needed to bring the FY2022 and FY2023 budgeted amounts into the FY2024 budget.

RECOMMENDATION:

Approve the increase in contract amount with CES for the amount of \$60,000 for a total funded amount of \$180,000 and authorize the City Manager and City Clerk to sign the necessary documents.

Approve the budget amendment, in the amount of \$120,000, from Wastewater Fund Balance to the Wastewater Capital Outlay Line.

ITEM: 12.D

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Eric Zuzga, Director of Community Services
DATE: June 20, 2023
SUBJECT: **FORD BOBP BUILDING AND TRADE INSPECTION CONTRACT**

As part of our efforts to attract a company to Marshall, the city committed to bringing on a third-party inspection firm that has the staff capacity and knowledge to oversee the construction of a large facility. During the attraction efforts, the state committed to funding this firm in place of the city charging its normal permit fee.

In reviewing options for firms capable of providing this service, two firms were identified and only one responded to our requests for further discussions on the issue. Included with this report is the proposal from the one firm that responded, McKenna (located in Northville, MI). McKenna provides the necessary expertise and staffing capacity to address the intricacies of this large battery project. They are in fact working on a battery project in the metro Detroit area at this time and will be able to bring lessons from that project to Marshall.

City staff will coordinate with McKenna on the provision of building and trade inspection, plan review, and will issue the permits, but McKenna will provide all of the work necessary for the approvals. This will allow city staff to stay involved, but still free to handle the rest of the city's inspection needs. This is important as we expect to see more housing and commercial work over the next two years.

The proposal for the required level of building services for this project is a monthly retainer of \$106,944.44 for a not to exceed total of \$3,850,000.

BUDGET IMPACT:

The City will not be responsible for covering the cost of the building inspection contract as the MEDC has provided for these payments as part of the Ford incentive package. The McKenna proposal is in line with the initial estimate and the amount remaining in the MEDC Site Plan Review and Building Inspection funds.

RECOMMENDATION:

Approve the proposal from McKenna for the provision of Building Department Services for the Blue Oval Battery Project at a monthly retainer of \$106,944.44 for the next 36 months and authorize the City Manager and City Clerk to sign the necessary documents.

MCKENNA

PROPOSAL TO PROVIDE

Building Department Services – Blue Oval Battery Park

CITY OF MARSHALL, MICHIGAN



JUNE 12, 2023

Communities for real life.



MCKENNA

June 12, 2023

Mr. Eric Zuzga
Director of Community Services
City of Marshall
323 W. Michigan Ave
Marshall, MI 49068

vía email: ezuzga@cityofmarshall.com

Re: Blue Oval Battery Park Michigan – City of Marshall, Calhoun County, MI

Dear Mr. Zuzga,

The City of Marshall finds itself on the brink of an amazing transformation: Blue Oval Battery Park Michigan will bring an unprecedented amount of economic development and jobs to the area. The project represents a generational change for the Marshall community, and McKenna is honored to be a part of it!

We are currently performing a review of the Our Next Energy Gigafactory located in Van Buren Charter Township (Wayne County, Michigan). Consequently, we are prepared for the complexity of these types of projects, as well as the attending public attention and stakeholder concerns. By being proactive, employing good communication strategies, and utilizing our wealth of expertise, we can ensure this project is up and running while respecting the multitude of interests involved.

TALENT

McKenna offers licensed, effective, insured, and courteous building and code enforcement services from McKenna professionals with background checks, using the latest tools and techniques to achieve immediate and long-term community goals.

DEPTH

McKenna currently provides inspections and plan reviews for communities across Michigan. We also conduct department evaluations and management plans. Permit activity fluctuates dramatically; however, with a growing roster of inspectors, McKenna has the depth of resources to assist during the most active permit cycles, but if we are not needed, we (and the cost) are not there.

BUSINESS/CITIZEN FRIENDLY

Communities that rise above the norm create a competitive advantage for investment in their town and a timely and consistent inspection process is part of the higher level of service which increases investment attraction. McKenna inspectors' business/citizen friendly approach insures the high service standard.

SUCCESS

Over ten years ago, a municipality urged McKenna to step in and manage its Building Department. Since then, that City Manager and others say building department quality is significantly upgraded and the City's long-time administrative and personnel problems have disappeared in terms of: citizen complaints, unexpected medical

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

○ 248.596.0920
F 248.596.0930
MCKA.COM

Communities for real life.



leave, Monday/Friday "sick" days, grievances, etc. Results include increased service quality with negligible problems. Although each community is different, McKenna confidently proposes trouble-free service.

If you have any questions, please do not hesitate to contact us at (248) 596-0920 or by email at jjackson@mcka.com. We look forward to the prospect of working with Marshall on this exciting project!

Thank you.

Respectfully submitted,

McKENNA

John R. Jackson, AICP, NCI
President

Sam Woodrick
Building Services Manager



Building Department Services - Blue Oval Battery Park Michigan

CITY OF MARSHALL, MICHIGAN

PREPARED BY

MCKENNA
235 East Main St.
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Communities for real life.



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Executive Summary



The City of Marshall has a transformative development project that requires an elevated level of permitting, review, and inspection.

PROPOSED SERVICES

McKenna will provide the following services:

- Building Code Plan Review
- Building Code Inspections
- Trades Inspection

MCKENNA ADVANTAGES

- Familiar with gigafactories
- Municipal specialists
- Michigan-based
- Highly responsive
- Effective, organized, and accountable

BUILDING PROFESSIONALS

- Project Manager
- Chief Plan Reviewer
- Lead Mechanical Reviewer
- Lead Plumbing Reviewer
- Lead Electrical Reviewer
- Building Inspector
- Electrical Inspector
- Mechanical Inspector
- Plumbing Inspector
- Senior Principal Planner

PROFESSIONAL FEES

We are proposing to provide these Building Department services for a monthly retainer of \$106,944.44.

Organization Information

McKenna– A Michigan Company



McKenna's on-going success reflects our commitment to our people, our communities, sustainable design, and the rich technology heritage of Michigan.

McKenna's team of talented planning, design and building professionals help municipal leaders develop and maintain communities for real life. From street festivals, neighborhood parks, and storefronts, to parking spots, coffee shops, and farmers' markets, we want your community to thrive. McKenna provides planning, zoning, building, landscape architecture, community and economic development, and urban design assistance to cities, villages, townships, counties, and regional agencies, as well as select private clients, based on skilled and effective public engagement. Our success can be measured by the built improvements to hundreds of McKenna client communities, and by our 45-year record of client satisfaction and on-time, on-budget delivery.

McKenna currently provides project services to more than 85 communities and private land investors in the Midwest. Anticipating and responding to change is a major distinction of McKenna's practice. Our innovation and depth of experience is a resource for public and private decision-makers; we are a corporation of 30 plus certified building professionals and 20-plus planners, building code experts, urban designers, and landscape architects formed under the laws of Michigan on May 2, 1978.

HEADQUARTERS

235 East Main Street
Suite 105
Northville, MI 48167
O 248.596.0920
F 248.596.0930
E info@mcka.com

GRAND RAPIDS

124 E. Fulton Street
6th Floor - Suite B
Grand Rapids, MI 49503
O 616.226.6375
F 248.596.0930
E info@mcka.com

KALAMAZOO

151 South Rose Street
Suite 920
Kalamazoo, MI 49007
O 269.382.4443
F 248.596.0930
E info@mcka.com



Project Approach



Our approach is to provide a consistently high-quality services that is knowledgeable, efficient, comprehensive and helpful. The City of Marshall, the State of Michigan, and Ford Motor Company are investing significant resources in this project. Our personnel are trained in customer service and will provide the city with a department of community ambassadors that promote the city and present a positive and memorable experience for all customers.

UNIQUE CHALLENGES OF CITY OF MARSHALL

The Blue Oval project is a high-profile project that will have a significant impact on the City of Marshall. Through our team approach and consistent communication, we will anticipate and address issues to help ensure the success of this project from plan review to occupancy. McKenna's professionals are equally comfortable working in the field or working around the conference table to find workable solutions for people who are investing in the future of City of Marshall.

TEAM APPROACH

McKenna professionals are an extension of the city. This partnership requires constant interaction and communication between all levels of the team and constant reporting to Marshall's City Manager. Our objective is to make the department run smoothly and efficiently with no surprises. Clearly established procedures, forms, and protocol will be utilized to ensure that the City of Marshall's Building Department functions as a single efficient unit.

COMMUNICATION

McKenna's Team of professionals are well respected for their technical capabilities as well as their ability to identify solutions and communicate them to everyone from elected officials, to developers, trades people, and citizens. They possess the ability to take the most technical concepts and communicate them in appropriate terms. Our client satisfaction survey process will attest to that fact.

AN AGENT OF THE CITY

McKenna Team of professionals will function as an agent and arm of City of Marshall. As an agent of the city, we will project the core values of the city in creating a business friendly/citizen-oriented environment to continue City of Marshall's progress in improving the quality of life and property values for the residents of City of Marshall. Our professionals are well equipped to oversee and facilitate plan review services, inspections, enforcement of appropriate building codes, respond to citizen complaints and communicate effectively to maintain the delicate balance between non-residential development and the quality residential neighborhoods of the city.

COOPERATIVE WORK ENVIRONMENT

Since 1978, McKenna has provided staff resources to communities in Michigan and Ohio. Our staff of professionals is used to immersing themselves into the culture of the community. That requires the ability to communicate the goals of the city to developers, contractors, and citizens to ensure that the result is consistent high caliber of project that meets or exceeds the expectations of the city.



Work Plan



“When do you want to open and what are your deadlines?”

– McKenna Building Official

For the duration of the Blue Oval Battery Park Michigan project, we will be acting as a separate, full-service building department dedicated exclusively to this project. We will be providing review comments, inspection results, reports to administration, and any other necessary consultation services as requested by the city, including virtual or in-person attendance at all required meetings with stakeholders. Working closely with the city Building Official, Community Services, Public Safety, and all other relevant entities, we will provide the manpower and proficiency needed to ensure that Blue Oval Battery Park Michigan meets all regulations and experiences no unnecessary delays.

PROJECT MANAGEMENT

McKenna will assign a Project Manager who will provide the day-to-day supervision of this important project. Our project manager will report directly to the City's designated project manager and other members of the City team as directed by the City's project manager. Our project manager will:

Prepare for and Attend Pre-construction Meetings

During this meeting(s) we will work with the city to establish authority and communication, clarify responsibilities, identify potential issues, and plan for a successful project. The general contractor, subcontractor, or construction team will be invited to the meeting. The purpose of this meeting is to ensure that everyone is on the same page before the project begins. The meeting covers topics including creating and designing the project, determining the project's scope, identifying, avoiding, and anticipating potential issues, and testing the environment.

Site Visits

McKenna's Project Manager will visit the site on a regular basis to ensure ongoing progress and compliance. Site visits will reflect the pace of the project and may be daily, weekly, or monthly depending on project schedule and progress.

Status Meetings and Reports

McKenna's Project Manager will prepare Project Status Reports on a regular basis. These reports will reflect the status of all code reviews and inspections as well as other project observations. At the City's request, our Project Manager will attend any project meetings, virtually or in-person, with staff or with the City's boards or commissions, to provide project updates throughout the course of the project.

BUILDING DEPARTMENT SERVICES

City of Marshall, MI

PLAN REVIEW – STEP ONE

Based on the schedules and expectations developed during the pre-construction meeting(s), McKenna will conduct all relevant code reviews. The result of each review will be written approval or denial with all relevant requests for additional information required for approval. The purpose of these reviews is to provide helpful feedback to ensure compliance with all relevant code requirements.

Details of Plan Review Process.

The McKenna Team will work with the Building Official to follow the City of Marshall's existing plan review process and suggest improvements as necessary. The process at a minimum should include:

- The City Building Department shall receive the plans. They will be transmitted to McKenna via our secure FTP protocol site.
- All documents shall be reviewed for compliance with recent zoning approvals, ordinance compliance and Michigan Building Code compliance. Utilizing plan review check lists but not limiting the review to these lists, the submitted plans will be reviewed to verify compliance with the Michigan code in which the applicant has made the request. If a specified Building Code is not listed or the Code requested does not apply, plans will be reviewed under the more stringent code as determined by the Building Official.
- The plan reviewer shall verify that the Use, Occupancy and Construction Type is noted on the plan and verify compliance with all applicable codes, ordinance, and zoning requirements.
- Any required plan corrections are noted by the reviewer and revised plans requested. The plan reviewer uses the plan review revision request form noting the code, zoning, or ordinance deficiency with a written explanation of what the deficiency is and what is required to gain compliance.
- After review of the deficiencies, the design professional will submit revised plans to the city. These revisions are clouded on the plan. These plans are date stamped received, and plan reviewer(s) notified of receipt of revised plans.
- A second review is then performed by the Plan Reviewer(s) and NFPA plan reviewer if needed, verifying compliance.
- Once the project has gained approval verifying compliance with applicable codes, ordinance, and zoning by required plan reviewers the plans are stamped approved and signed by the plan reviewers that reviewed the plans.

Tracking and Reporting Details

All project status, details, and comments will be closely tracked via the city's BS&A system. McKenna will work closely to ensure that all stages of the process from intake through certificate of occupancy and all follow up will be tracked through a secure on-line system. Field computers will be used to ensure real-time information is available and project status remains current.



INSPECTION SERVICES – STEP TWO

The Lead Building Inspector will be available on-site for the duration of the project. Remote access to BS&A will ensure the construction record is seamlessly updated. Our inspectors will be available for constant consultation with the contractor's management team.

We will also work with Walbridge to ensure that all the trades (mechanical, electrical, and plumbing) can be inspected multiple times per week with the goal of virtually eliminating any wait time. As with our lead building inspector, the trades inspectors will also be available to consult with the contractors to answer any code questions they may have.

Further, there will be back-up inspectors assigned for every position that will be in close contact with the Lead Inspectors and familiar with the project to avoid delays.

OCCUPANCY – STEP THREE

After construction is complete and all final inspections have been performed, we will recommend that the Building Official issue of a Certificate of Occupancy following a final double check of all requirements set by planning and zoning, plan review, and public safety. It is our goal to reach the occupancy phase as quickly as possible so BOBPM can begin contributing to the City of Marshall!

LIST OF SERVICES PROVIDED

McKenna's Team of professionals will conduct the following services in a professional and courteous manner:

- Provide inspectors for all trades.
- Thorough and efficient review of plans submitted for all relevant codes.
- Provide services with courtesy, helpfulness, and respect.
- Attend public meetings as requested.
- Use city forms and procedures; follow city ordinances and issue monthly and annual reports to the city administration.
- Maintain necessary licenses required by the State of Michigan for employees providing building, plumbing and mechanical inspection services on behalf of City of Marshall.
- Provide the basic tools and transportation necessary to perform all the duties herein and provide for all necessary expenses associated with required services including, federal, state, and local taxes.
- Provide worker's compensation and liability insurance for its employees.
- Submit written itemized monthly vouchers for payment to the city prior to the dates for city disbursement of funds.



APPROACH TO DISPUTE RESOLUTION AND ALTERNATIVE SOLUTIONS

We work with contractors, residents, and other customers to find reasonable solutions within the code. We know that there are multiple ways to satisfy the code requirements and will always recommend alternatives in line with the goals of developers and contractors.

INTERFACE WITH APPLICABLE AGENCIES INTERNAL AND EXTERNAL

McKenna's team will use or develop protocol for both internal and external agency interfacing. Routing forms and procedures will be used for internal coordination between Building, Fire, Engineering, Planning, Public Works, and other appropriate entities. Transmittal forms and tracking will be used to ensure consistent interfacing with external agencies.

TECHNICAL RESOURCES TO PROVIDE HIGH QUALITY SERVICES

McKenna has a strong technical association with BS&A software providers and developers. After setup, we will ensure the city is fully utilizing all of the powerful tools that BS&A offers such as automated workflows that ensure homeowners and contractors are kept informed of their permit and billing status by way of auto-generated letters and emails.

Inspectors will be equipped with mobile devices to further ensure real-time inspection results and maximize the efficiency of inspection services wherever possible.

OTHER RESOURCES

Planning and Zoning. As professional planners, we will work closely with the city's Planning, Zoning, Economic Development, Code Enforcement, DPW, and Engineering departments to ensure seamless development review and implementation.

Pre-submission meetings. McKenna's team of professionals will be available to facilitate pre-submission meetings on more complex projects to ensure expectations are established at the beginning and met at the end of the process.

Pre-construction. McKenna will facilitate meetings with contractors at the beginning of the building permit process to ensure projects are on track and running smoothly.

ABILITY TO WORK WITH CITY STAFF

Since 1978, McKenna has provided services to over 300 communities. We have interfaced with numerous city staffs across the full realm of municipal service including close quarters and day-to-day on-site collaboration. Our reputation for integrity and excellent service is unequalled in the field.

Our approach is to work as an extension of the city's staff working to achieve the same objectives in the most effective way possible.

DISCIPLINES TO BE REVIEWED

McKenna's team of professionals is experienced and certified in the full range of industrial and commercial building codes including the most recent version of the following:

- Michigan Building Code (MBC)
- All current Trade Codes
- Michigan Uniform Energy Code
- International Fire Code (IFC)

Staff Positions

Position Title	Duties	Number of Positions	Full-Time or Part-Time
Chief Plan Reviewer	- Licensed Act 54 Building Official, Building Inspector, Building, Electrical, Mechanical and Plumbing Plan Reviewer - Examines construction documents used to describe a project, including architectural, structural, site plan, mechanical, plumbing, electrical and fire protection drawings as well as the corresponding specifications, structural design calculations and soil report. - All items are reviewed to determine compliance with applicable codes, standards, and regulations. - Identifies and records code violations, deficiencies and discrepancies in design or installation. - Prepares written reports on code discrepancies and code violations. - Develops, maintains and updates records of code and plan reviews. - Provides input and interaction with the inspection team. - Provides responses to applicants' questions or concerns.		FT
Lead Electrical Plan Reviewer	Identifies and records Electrical code violations, deficiencies and discrepancies in design or installation.		PT
Lead Mechanical Plan Reviewer	Identifies and records Mechanical code violations, deficiencies and discrepancies in design or installation.		PT
Lead Plumbing Plan Reviewer	Identifies and records Plumbing code violations, deficiencies and discrepancies in design or installation.		PT
Lead Building Inspector	- Verifies all work has been completed according to approved plans. - Reviews construction plans and specifications for planned repairs of existing buildings, construction of new building projects, and building sites being considered for development. - Examines and approves floor framing, wall framing, roofs and ceilings, and all other items part of the building structure.		FT
Lead Electrical Inspector	- Verifies all work has been completed according to approved plans. - Checks the quality of materials, the installation work, and the safeguards in electrical systems. - Verify that the electrical systems meet city, state or national codes, and electrical codes and standards. - Examines closely new wiring and fixtures in commercial and residential structures.		PT

Lead Mechanical Inspector	• Verifies all work has been completed per approved plans. • Examines heating, ventilating and air-conditioning (HVAC) concerns. • This includes inspections of mechanical appliances and equipment; air distribution systems; kitchen exhaust equipment; boilers and water heaters; hydronic piping; gas piping systems; flammable and combustible liquid storage and piping systems; fireplaces, chimneys and vents; refrigeration systems; incinerators and crematories.		PT
Lead Plumbing Inspector	• Verifies all work has been completed according to approved plans. • Checks for proper design and installation of plumbing systems, including sanitary and storm drainage systems, sanitary facilities, water supplies, and storm water and sewage disposal in buildings.		PT
Senior Principal Planner	• Will be available for consultation with city staff and plan reviewers for any planning and zoning related issues.		PT





Areas of Service

Community Planning

- Master Plans (Cities, Villages, Townships, Counties and Regions)
- Neighborhood Preservation Plans
- Redevelopment Plans
- Corridor Plans
- Downtown Plans
- Growth Management Plans
- Park and Recreation Plans
- Capital Improvements Programs
- Community and Fiscal Impact Analysis
- Waterfront Planning
- Open Space Planning
- Historic Preservation Plans
- Transportation and Parking Plans
- GIS Analysis and Alternative Testing
- Access Management

Economic Development

- Public/Private Partnerships
- Brownfield Redevelopment Planning
- Downtown Redevelopment Action Plans
- Corridor Redevelopment
- Tax Increment Finance Plans
- Grant Applications
- Redevelopment Project Management
- Market Studies: Retail, Commercial, Residential, Industrial, Institutional
- Redevelopment Financing Assistance
- Land Assembly/Eminent Domain Assistance

Building Department Administration

- Zoning Administration
- Building Code and Zoning Enforcement
- Building Inspection
- Electrical, Mechanical and Plumbing Inspections
- Property Maintenance and Housing Inspection
- Landscape Construction Observation
- Code Enforcement
- Compliance with State
- Department Management Plans

Parks and Recreation

- Parks and Recreation Master Plans
- Park Design (neighborhood, community, regional)
- Ball Field Planning and Design
- Park and Recreation Facilities Design
- Bikeway and Trail Planning and Design
- Grant Applications
- Public Participation
- Universal and ADA Accessibility
- Park and Recreation Furnishings



On-Site Management Services

- Zoning and Planning Administration
- Tax Increment Finance Authority Management
- Downtown Development Authority Administration
- CDBG Administration
- Housing Rehabilitation
- Project Management – Capital Improvement Projects
- Redevelopment Project Administration
- Community Development Administration
- Economic Development Administration

Development Codes

- Zoning Ordinance
- Zoning Ordinance and Resolution Review and Preparation
- Continuing Advisory Services to Elected and Appointed Officials, Planning and Zoning Commissions, and Boards of Appeal
- Subdivision and Condominium Regulations
- Form-Based Codes
- Environmental Regulations – Wetlands, Woodlands
- Expert Witnessing and Court Testimony on Zoning
- Sign Regulations
- Annexation Advisory Assistance
- Sex-Oriented Business Regulations and GIS Testing
- Open Space Regulations
- Planning and Zoning Code Training Seminars
- On-Site Zoning Administration



Complete Streets and Transportation Planning

- Complete Streets Policy Development
- Complete Streets Design Guidelines
- Complete Streets Procedure and Implementation
- Corridor Plans
- Streetscape Plans
- Bicycle & Pedestrian Plans
- Bicycle Parking Plans
- Bicycle Sign Plans
- Bike Share Feasibility Studies
- Intersection Design & Crossing Plans
- Zoning and Regulatory Review
- User Maps and Wayfinding Studies
- Transportation Master Plans
- Site Plan Review of Transportation Facilities
- Circulation Studies Vehicles and Pedestrian
- TOD Studies
- Education and Training
- Transportation and Parking Plans
- Access Management
- Parking Studies

Public Participation (NCI Certified)

- Charrettes
- Hands-on Workshops
- Focus Groups
- Roundtable Discussions
- Surveys (telephone, online, direct mail)
- Public Hearings
- Open Houses
- Interactive Citizen Advisory Committees
- Youth Outreach
- Community Walks and Bike Rides
- Pop-Up / Storefront Workshops
- Consensus Building
- Participatory Decision-Making
- Interviews (one-on-one, intercept)
- Community Preference Surveys

Community Development

- HUD CDBG Administration
- Analysis of Impediments to Fair Housing
- Environmental Review Records
- Consolidated Plans
- Elderly Housing Assistance
- Five Year and Annual Action Plans
- CDBG Program Planning and Applications
- Housing Rehabilitation Administration
- Market Studies – Market Rate, Elderly and Assisted Housing
- Housing Market Studies (MSHDA approved)

Urban Design

- Community Design Plans
- Placemaking Strategies
- Parks, Greens, Commons and Plaza Design
- Streetscape Design
- Site Planning
- Community Character Planning
- Historic Park Design
- Computer Visualization (before/after)
- Design Review
- Site Evaluation and Selection
- Design Manuals
- Neo-Traditional Design (TND)
- Urban Form Pattern Books
- Mixed Use (residential, retail, office, public, institutional) Design
- Public Art

Sustainability Plans

- Sustainability Indicators Analysis, Evaluation Criteria, and Program Improvements
- Develop Neighborhood Stabilization Plans
- Green Infrastructure Plan for Community's Public Property
- Walkable/Bikeable Audits and Implementation Plans
- Community Master Plan, Strategic Plan, or Capital Improvement Plan
- Plan for Low Impact Development (LID) Components
- Local Planning and Zoning
- Access Management Plans for Transportation Corridors

Landscape Architecture

- Residential Development Plans (single family detached/attached; multi-family, elderly, mixed use, townhouses) Conventional & Cluster
- Site Analysis and Design
- Site Layout and Planning
- Construction Drawings and Construction Observation
- Landscape Architecture (MSHDA-approved)
- Arborist Services (tree surveys and maintenance plans)
- Greenways and Trail Planning and Design
- Native Plant Landscapes
- Wayfinding, Signs, and Interpretive Stations
- Environmental Performance Standards
- Public Art Development
- Public Space Design – Greenways, Bikeways, Streetscapes
- Wetlands, Woodlands, Groundwater, Aesthetic, and Vista Protection Regulations
- Sustainable Landscape Design

Qualifications/Experience

CERTIFICATIONS

McKenna building professionals are licensed and certified in a number of areas including:

- Building Official
- Building Inspector
- Electrical Inspector
- Mechanical Inspector
- Plumbing Inspector
- Building Plan Reviewer
- ICC Certified Building Inspector
- ICC Certified Property

Maintenance and Housing Inspector

- Registered Instructors
- 1st Class Stationary Engineer
- LEED-AP
- Zoning Administration

TECHNICAL RESOURCES

McKenna maintains extensive technological resources to facilitate building department operations including the following software:

- Permits Plus
- BS&A
- Bluebeam
- Arc GIS, Arc INFO, ArcIM
- Google Earth Pro
- Microsoft Word/Excel/Front Page/PowerPoint
- Adobe Illustrator
- Adobe Photoshop
- Adobe InDesign
- Adobe Acrobat
- AutoCAD
- Microsoft Access
- Microsoft Project



EXAMPLES OF RECENT PLAN REVIEWS/INSPECTIONS

McKenna's professional inspection team has reviewed a wide range of commercial, office, institutional and industrial projects including over 100 reviews a month in each discipline. Including one of the other gigafactories currently being built in Van Buren Township Michigan! Some recent examples include:

- Target
- Home Depot
- Westland Mall
- Verizon Regional Headquarters
- Garden City Hospital
- Hampton Inn
- White Castle Corporation
- BP – Gas Stations
- Surgical Facilities
- St. Peter and Paul Church (Westland)
- International Extrusions
- Raleigh Movie Studios (Pontiac)
- Crestwood Dodge
- Beaumont Medical Office Building
- Michigan First Credit Union
- Renaissance Festival

MICHIGAN-BASED

McKenna is incorporated in Michigan since 1978. The McKenna project team is well staffed; in other words, we have “the horses in the stable” so that we provide prompt service, response, and action. Further, our team is local and is held accountable to the citizens of the communities in which we work.



ONE (Our Next Energy) Gigafactory
650k sq ft / LFP battery production / \$1.5B

Schaap Performing Arts Center
49,000 SF / \$24M

St. John Hospital Infectious Disease Research Lab
Multi-laboratory research facility

The Pearl
85,350 sq. ft. / 5 story mixed use / \$15.5M

Brookside
6 story mixed use

Palladium
5 story renovation / \$6.8M

The Sheridan
4 story senior complex / \$15.076M

Forest Elm
5 story mixed use / 50,849 sq. ft. / \$5.6M

University of Michigan
Murchie Science Building – Flint

Forefront
3 story mixed use / \$6.9M

The Woodward
3 Story restoration

C3 Industries – Multi-phase Commercial Marijuana Development
Current phase \$6M



COMPARABLE PROJECTS

Current Building Inspection Department Administration, Plan Review and Code Enforcement: Among others, McKenna currently provides a variety of Building Department services and Code Enforcement to the following communities:

COMMUNITY	POPULATION	SERVICES PROVIDED					
		Building Official	Building Inspection	Trade Inspection	Plan Review	Clerical	Code Enforcement
Birmingham	20,103		■	■	■		■
Village of Oxford	3,436	■	■	■	■		
City of Farmington Hills	80,937		■	■	■	■	
City of Lake Angelus	290	■	■	■	■	■	■
City of Lincoln Park	38,144		■	■	■	■	■
Holly Township, Oakland County	11,362		■		■		
Lathrup Village	4,075	■	■	■	■		■
Webberville	1,272	■	■	■	■		■
Van Buren Charter Township, Wayne County	28,821				■		
Walled Lake	7,127	■	■	■	■		■
City of Fraser	14,480	■	■	■	■		■
Canton Charter Township	93,018		■				■
City of Berkley	15,331	■	■	■	■		■
City of Hamtramck	22,423	■	■	■	■	■	■
City of Novi	55,224		■	■			
Bay City	33,167	■	■		■		
City of Eastpointe	31,487	■	■	■	■		■
Grosse Pointe Woods	15,639	■	■	■	■	■	
Grosse Pointe Farms	9,479			■	■		
Grosse Pointe Shores	2,782			■	■		
Royal Oak Charter Township	2,411	■	■	■	■		■
City of Troy	84,000		■	■		■	

MUNICIPAL ADMINISTRATION SERVICES

McKenna currently provides or has recently provided department administration services including planning, zoning, building, code enforcement and CDBG in the following communities, among others:

- Garden City, MI
- Buena Vista Charter Township, Saginaw County, MI
- Clawson, MI
- Grand Blanc Charter Township, Genesee County, MI
- Williamston, MI
- Williamstown Township, Ingham County, MI
- London Township, Monroe County, MI
- Rochester, MI
- Richmond, MI
- Rochester Hills, MI
- Royalton Township, Berrien County, MI
- South Lebanon, OH
- Van Buren Charter Township, Wayne County, MI
- Walled Lake, MI
- Fenton, MI
- Dearborn Heights, MI
- Saybrook Township, Ashtabula County, OH
- Delhi Charter Township, Ingham County, MI
- Medina, Ohio
- Oxford, MI
- Hudson, OH
- Hazel Park, MI
- Hartland Township, Livingston County, MI
- Kalamazoo Charter Township, Kalamazoo County, MI
- Lake Orion, MI
- Lincoln Park, MI
- Lyon Charter Township, Oakland County, MI
- Plymouth Charter Township, Wayne County, MI
- Oshtemo Charter Township, Kalamazoo County, MI
- Webberville, MI
- Westland, MI
- Ypsilanti, MI

Management Consulting: Building, Zoning and Code Enforcement

- Brighton Charter Township, Livingston County, MI
- Kalamazoo Charter Township, Kalamazoo County, MI
- Ecorse, MI
- Royal Oak Charter Township, Oakland County, MI

Shared Services Analysis

- Van Buren County, Michigan

BUILDING DEPARTMENT SERVICES

City of Marshall, MI

PROFESSIONALS

McKenna has a deep roster of over 50 certified inspectors, plan reviewers, and intake professionals/support services. They come from a diverse range of communities and areas of work, and their areas of expertise are just as diverse. This is especially important in a project as large as BOBPM, two million square feet of manufacturing space encompasses many different technical challenges and we have a team prepared to meet them all.

References

City of Birmingham

Mr. Bruce Johnson
Building Official

151 Martin Street
P.O. Box 3001
Birmingham, MI 48012
(248) 530-1842

City of Lincoln Park

Mr. John Meyers
Building Official

1355 Southfield Road
Lincoln Park, MI 48146
(313) 386-1800 Ext. 1224

City of Berkley

Mr. Matthew Baumgarten
City Manager

3338 Coolidge Hwy
Berkley, MI 48072
(248) 658-3350

City of Farmington Hills

Mr. Scott Lenhart
Building Official

31555 W. Eleven Mile Rd
Farmington Hills, MI 48336
(248) 871-2450

City of Fraser

Ms. Elaine Leven
City Manager

33000 Garfield Road
Fraser, MI 48026
(586) 293-3100

Union Township

Mr. Mark Stuhldreher
(former City Manager Inkster, MI)
Manager

2010 S. Lincoln
Mt. Pleasant, MI 48858
(989) 772-4600

City of Hamtramck

Mr. Max Garbarino
City Manager

3401 Evaline
Hamtramck, MI 48212
(313) 800-5233

Charter Township of Van Buren

Hon. Kevin McNamara
Supervisor

46425 Tyler Road
Belleville, MI 48111
(734) 699-8910

City of Lake Angelus

Hon. Gary Parlove
Mayor

45 Gallogly Road
Lake Angelus, MI 48326
(248) 332-3916

City of Eastpointe

Ms. Mariah Walton
City Manager

23200 Gratiot Avenue
Eastpointe, MI 48021
(586) 445-3661

City of Grosse Pointe Woods

Mr. Frank Schulte
City Administrator

20025 Mack Plaza
Grosse Pointe Woods, MI 48236
9313) 343-2440

City of Troy

Brent Savidant
Community Development Director

500 W. Big Beaver Rd.
Troy, MI 48084
(248) 524-3300

Payment for Services

LUMP SUM PAID AS A MONTHLY RETAINER

This project will be completed as a lump sum amount, paid in monthly installments over the course of the 3 years (36 months) the project is intended to require. The lump sum amount is \$3,850,000 which is equal to \$106,944.44 per month for 36 months.

McKenna's commitment is to make sure BOBPM crosses the finish line and begins contributing good jobs and tax base to the City of Marshall as soon as possible. However, sometime there are unavoidable delays in completing large development projects that can not be anticipated or remediated. With that in mind, McKenna will commit to working 6 additional months past the 36 month project date if circumstances warrant.

Nationally developers can expect to have costs up to 1-2% of the development value to complete the compliance process. However, our proposal represents closer to 0.1% of the value and will provide a level of service and attention that would be unsustainable for most departments that would need to continue servicing the rest of the City while managing a project of this magnitude. We are honored to be a part of this exciting project which will bring Marshall as well as the whole state of Michigan to the forefront of the most important technological sector of tomorrow.

ITEM: 12.E

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Eric Zuzga, Director of Community Services
DATE: June 20, 2023
SUBJECT: **RAP 2.0 GRANT APPLICATION**

As part of the 2023 work plan approved by City Council, staff have been working on plans to revitalize the River District. One potential project is the conversion of the former Ridiculous Department (yellow pole building on Pearl St) building at Dark Horse to serve as a permanent location for the Farmers Market and activity space for the Recreation Department. We are currently working through options on the building and developing a plan that will meet our needs and those of the RAP grant program.

This project would be a tremendous step forward in our plans to revitalize the River District. Not only would a revitalized structure for Farmers Market and Recreation serve as a major draw for the River District, the project would add additional parking for businesses in the area and add new housing with townhouses or apartments added to the north side of Pearl Street (in one plan concept). Staff are also working to attract a mixed-use building to the lot at the corner of Pearl/Kalamazoo and possible housing east of Riverside Pub along the river. Investing in a new structure for the community would show potential housing developers that this area would be a great investment.

City staff met with MEDC staff to discuss current funding opportunities for potential projects in the City. One potential program is the Revitalization and Placemaking (RAP) Grant 2.0, which provides funding of up to \$1 million for placemaking projects and \$5 million for real estate projects in a traditional downtown or commercial corridor. Staff are currently exploring various funding options for this project and will have to meet the 50% match for any grant in the application. As mentioned, the RAP 2.0 grant provides up to \$1 million in funding for placemaking projects, so we are pursuing all possible options for this application. With this the last meeting prior to the grant submission date of June 30, staff is requesting permission to submit a grant and continue working to craft a plan that will meet all of our requirements.

This is moving extremely fast as the possible building location and grant opportunities just came to light. Staff felt that we needed to try and make this project a reality as it helps us meet many goals of the Council's strategic plan and the City Master Plan. Unfortunately, that means we have to move extremely quick to develop a plan that meets the RAP grant requirements. Additional discussion will be held at Tuesday's workshop.

BUDGET IMPACT:

Staff are currently working on a funding and operational plan that will meet all initial capital and ongoing operations and maintenance needs. If awarded the grant, the City would be notified in

fiscal year 2024, and if Council accepts the grant funds, project work will likely start toward the end of that fiscal year. Budget amendments would be required.

RECOMMENDATION:

Approve the submission of a MEDC RAP 2.0 grant for an amount not to exceed \$1 million and authorize the City Manager and City Clerk to sign the necessary documents.

ITEM: 12.F

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Eric Zuzga, Director of Community Services
DATE: June 20, 2023
SUBJECT: CITY HALL AND PSB AUDIO VISUAL UPGRADES

The City has been working with Smart Offices/Smart Homes (a MiDeal vendor and recommended by the City of Coldwater) on potential audio-visual upgrades to several city facilities. This project was originally going to be accomplished using Marshall House sale proceeds. Since that sale has not been completed, \$100,000 in ARPA funds was budgeted to complete the work in the 2023-2024 Fiscal Year.

The rooms targeted for upgrades and the amounts for the upgrades are listed in the following table (proposals are also attached):

Room	Amount
City Council Chambers	\$30,835.45
City Hall Training Room	\$27,422.00
City Hall Conference Room	\$8,670.58
PSB Training Room	\$30,772.36
Total	\$97,700.39

The room upgrades will allow city council meetings to be recorded/streamed, will improve the current functionality (better audio and visual presentations) within each room, and will allow each room to be used for remote meetings. These upgrades are necessary in the current environment and will position us to be more effective in our operations.

As the upgrades are within the budgeted amount, staff is recommending that the project move forward.

BUDGET IMPACT:

\$100,000 in ARPA funds was budgeted (line item 287-000-970.00) for the audio-visual upgrades in the 2023-2024 Budget, so the proposals are within the budgeted amount for the project.

RECOMMENDATION:

Approve the Smart Offices/Smart Homes proposals in the amount of \$97,700.39 and proceed with the audio-visual upgrades for City Hall and PSB and authorize the City Manager and City Clerk to sign the necessary documents.

SMARTHOMES

SMARTOFFICES



MAKING TECHNOLOGY WORK FOR YOU!

City Hall Conference Room

Prepared for

City of Marshall

By

Smart Offices / Smart Homes

4/24/2023



210 State St., Mason, Michigan 48854
Phone: 517-381-5171 Fax: 702-925-0737

PROPOSAL

Number: QUOQ16573

Date: 04-24-2023

Sold To:

City of Marshall
323 West Michigan Avenue
Marshall, MI 49068

Ship To:

City of Marshall
323 West Michigan Avenue
Marshall, MI 49068

City Hall Conference Room

Proposal for Smart Homes / Smart Offices (SHSO) to provide audiovisual (AV) installation for the City of Marshall. Complete system engineering, installation, setup, testing, and client training. All necessary work to be performed by SHSO unless noted below.

Terms, conditions, and pricing per state contract 190000001422 DTMB - Conference & Training Room Audio Visual Equipment.

State of Michigan MiDEAL - This proposal includes State of Michigan contract pricing for conference room/training room audio visual equipment and installation. MiDEAL is the State of Michigan's extended purchasing program that allows Michigan cities, townships, villages, counties, school districts, universities, colleges and nonprofit hospitals to buy goods and services from state contracts.

Unprecedented shortages and backorders of AV equipment are having a significant impact on project kick off and installation. In addition, prices on AV equipment have been fluctuating dramatically.

Upon acceptance of this proposal SHSO will advise on any backorders or necessary price adjustments. We sincerely appreciate your patience and understanding as we emerge from the Pandemic and get back to normal operations.

This proposal is valid for 30 days.

Contact - Eric Zuzga, 269-781-5183, ezuzga@cityofmarshall.com

Work Site - City Hall, 323 West Michigan Avenue, Marshall, MI 49068

Proposed - City Hall Conference Room - Installation of new AV equipment to support multimedia presentation and online conferencing.

Television Display - Installation of a 75" commercial television display, wall mounted. Display control using the wireless remote control.

Room Personal Computer (PC) - A room PC provided by the City of Marshall will be used for presentation and online conferencing. The PC will be a micro form factor and will be mounted behind the display. A wireless keyboard/mouse is recommended (not included in proposal).

Conferencing Camera - Installation of a wide angle, HD pan/tilt/zoom conferencing camera below the display.

Audio - Installation of a Biamp Devio audio conferencing system to include one ceiling microphone array. Installation of four ceiling speakers. The Devio supports Bluetooth teleconferencing from a mobile phone.

Online Conferencing - The meeting space will be capable of online conferencing using services such as Zoom, WebEx, and Teams. The recurring subscription costs for online conferencing are not included in this proposal.

Networking and Internet - Select AV devices will require local area networking (LAN) or WiFi with Internet access. LAN infrastructure and configuration is not included in this proposal. LAN installation is available on a time and material basis or may be quoted in advance.

AC Electrical - Installation or relocation of AC electrical may be required at select equipment locations. AC electrical work is not included in this proposal. SHSO will provide all necessary drawings and requirements for AC electrical work associated with the proposed system.

Owner Furnished Equipment - Equipment provided by the end user for use in the system is subject to inspection and testing.

Confidentiality Statement - This proposal includes a custom engineered solution by Smart Offices / Smart Homes and all design and component selection is proprietary and confidential and may not be shared without our express written consent.

I have read and agree to the Scope of Work above

Initial Here:_____

Qty	Description	Unit Price	MSRP	Total
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Conference Room

1	Sharp 75" Commercial UHD Television Display - Rated for 16/7 Use - Three Year Warranty	\$1,236.31	\$1,475.00	\$1,236.31
1	Wall Mount - Full Articulating - 23" Extension, 80" Capacity	\$257.10	\$299.00	\$257.10
4	In-Ceiling Speaker - 4" Treated Fiber Cone Driver and .75" Silk Dome Tweeter - 16 Ohm or 70 Tap Selectable Operation - 20W Power Capacity - White	\$98.31	\$139.99	\$393.24
1	BiAmp Devio SCR-25CX - Video/Audio Interface with Ceiling Microphone - Includes USB Connectivity Front/Rear and USB Hub, White	\$2,652.94	\$4,510.00	\$2,652.94
1	PTZ Conferencing Camera - 5X Optical Zoom, Wide Angle 83.7 FOV - HDMI Output - 1080p - PoE - Gray	\$734.18	\$750.00	\$734.18
1	Wall mount for PTZ Camera - Black	\$39.99	\$59.98	\$39.99
1	USB Capture Interface - HDMI 1080p	\$280.00	\$299.99	\$280.00
1	HDMI Cable - UHD HDMI w/ Ethernet - 3m	\$27.33	\$49.99	\$27.33
1	HDMI Cable - UHD HDMI w/ Ethernet - 2m	\$22.00	\$44.95	\$22.00
1	Wall Mount - Component Wall Mount - Small, Adjustable - Holds 4-9"H x 5"L x 1-1.85"D	\$34.99	\$39.99	\$34.99
1	Bulk Cabling, Terminations, Wire Management, Mounting Hardware	\$143.00	\$159.00	\$143.00

SubTotal

\$5,821.08

Labor

1	Engineering, Installation, Setup, Testing, Training	\$2,592.50	\$3,644.50	\$2,592.50
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SubTotal

\$2,592.50

A service charge of 1.5% per month or 18% annually will be applied to any unpaid balance on past due accounts.

MSRP	\$11,892.36
Discount	\$3,478.78
SubTotal	\$8,413.58
Tax	\$0.00
Shipping	\$257.00
Total	\$8,670.58



MAKING TECHNOLOGY WORK FOR YOU!

City Hall Council Chamber

Prepared for

City of Marshall

By

Smart Offices / Smart Homes

4/24/2023



210 State St., Mason, Michigan 48854
Phone: 517-381-5171 Fax: 702-925-0737

PROPOSAL

Number: QUOQ16576-01

Date: 04-24-2023

Sold To:

City of Marshall
323 West Michigan Avenue
Marshall, MI 49068

Ship To:

City of Marshall
323 West Michigan Avenue
Marshall, MI 49068

City Hall Council Chamber

Proposal for Smart Homes / Smart Offices (SHSO) to provide audiovisual (AV) installation for the City of Marshall. Complete system engineering, installation, setup, testing, and client training. All necessary work to be performed by SHSO unless noted below.

Terms, conditions, and pricing per state contract 190000001422 DTMB - Conference & Training Room Audio Visual Equipment.

State of Michigan MiDEAL - This proposal includes State of Michigan contract pricing for conference room/training room audio visual equipment and installation. MiDEAL is the State of Michigan's extended purchasing program that allows Michigan cities, townships, villages, counties, school districts, universities, colleges and nonprofit hospitals to buy goods and services from state contracts.

Unprecedented shortages and backorders of AV equipment are having a significant impact on project kick off and installation. In addition, prices on AV equipment have been fluctuating dramatically.

Upon acceptance of this proposal SHSO will advise on any backorders or necessary price adjustments. We sincerely appreciate your patience and understanding as we emerge from the Pandemic and get back to normal operations.

This proposal is valid for 30 days.

Contact - Eric Zuzga, 269-781-5183, ezuzga@cityofmarshall.com

Work Site - City Hall, 323 West Michigan Avenue, Marshall, MI 49068

Proposed - City Hall Council Chamber - Installation of new AV equipment to support multimedia presentation and online conferencing.

Television Displays - Installation of four new 55" NEC commercial television displays. Two displays will be wall mounted on the side walls near the front of the council table at a 45-degree angle, two facing out toward the audience and two facing in for the council members.

Room Resources - A Windows personal computer (PC) will be provided by the City of Marshall for dedicated use in the council chamber. The PC will be used for multimedia presentation and online conferencing. The PC will be the only resource. A wireless keyboard with mouse is recommended.

Conferencing Cameras - Installation of front and rear pan/tilt/zoom high-definition conferencing cameras. The rear camera will focus on the board table and the council members. The front camera will point to the lectern for community members to address the council. Installation and setup of an ATEM Mini Pro HDMI camera switch to allow live switching between the front and rear cameras. City of Marshall staff will be trained on use of the camera switch. The switch will be located at the dais. The camera feed will be interfaced to the PC via USB for online conferencing.

Microphones - Installation of eleven new Shure gooseneck microphones at the dais. The Shure model MX418D/C is a desktop microphone with a programmable mute button. Installation of a new wireless, battery operated gooseneck microphone with base at the lectern. The microphones will be interfaced to the PC via USB for online conferencing.

Note: The removal of the existing dais microphones will leave openings in the tabletop surface. Modification and/or repair to the dais tabletop surface is not included.

Audio - Installation of a Biamp Tesira Forte audio processor. Installation of a Biamp two-channel audio amplifier. Ceiling speakers will be installed in the front and rear of the room in two zones.

Note: All microphones will be active during online conferencing. The microphones will be amplified through the ceiling speakers (voice lift). The maximum level of voice lift will be determined by the room acoustics.

Floor Track - A permanent floor track will be installed from the right side of the table to the wall to allow the microphone cables to be extended to the AV equipment rack. Cabling will travel along the wall in a surface raceway to the equipment rack location.

AV System Control - Installation and setup of a Biamp TEC-X table top AV control panel. The control panel will turn on the room AV equipment and also allow microphones to be muted, including the lectern audience mic that may be muted independently.

Equipment Rack - An AV credenza will house the electronic equipment. The credenza will be located in the corner behind the council table.

Online Conferencing - The meeting space will be capable of online conferencing using services such as Zoom, WebEx, and Teams. The recurring subscription costs for online conferencing are not included in this proposal.

Networking and Internet - Select AV devices will require local area networking (LAN) or WiFi with Internet access. LAN infrastructure and configuration is not included in this proposal. LAN installation is available on a time and material basis or may be quoted in advance.

AC Electrical - Installation or relocation of AC electrical may be required at select equipment locations. AC electrical work is not included in this proposal. SHSO will provide all necessary drawings and requirements for AC electrical work associated with the proposed system.

Owner Furnished Equipment - Equipment provided by the end user for use in the system is subject to inspection and testing.

Confidentiality Statement - This proposal includes a custom engineered solution by Smart Offices / Smart Homes and all design and component selection is proprietary and confidential and may not be shared without our express written consent.

I have read and agree to the Scope of Work above

Initial Here:_____

Qty	Description	Unit Price	MSRP	Total
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Displays

4	NEC 55" Commercial UHD Television Display	\$1,010.47	\$1,249.00	\$4,041.88
4	Articulating TV Wall Mount - Single Arm, 21" Extension, 70lb Capacity	\$157.00	\$189.99	\$628.00
SubTotal				\$4,669.88

AV Distribution

1	HDMI Distribution Amplifier - 1x4 with HDBaseT Output, HDMI Loop Out, Audio Breakout - HDMI 2.0 18Gbps - Includes 4 PoC Receivers	\$905.33	\$1,299.99	\$905.33
5	HDMI Cable - UHD HDMI w/ Ethernet - 1m	\$16.67	\$29.99	\$83.35
SubTotal				\$988.68

Cameras

1	PTZ Conferencing Camera - 5X Optical Zoom, Wide Angle 83.7 FOV - HDMI Output - 1080p - PoE - Gray	\$734.18	\$750.00	\$734.18
1	PTZ Conferencing Camera - 10X Optical Zoom - HDMI Output - 1080p - PoE - Gray	\$734.18	\$750.00	\$734.18
2	Wall mount for PTZ Camera - Black	\$39.99	\$59.98	\$79.98
1	HDMI Fiber Hybrid - 35 Foot - 4K 18Gbps - CMP	\$120.09	\$169.99	\$120.09
1	HDMI Fiber Hybrid - 50 Foot - 4K 18Gbps - CMP	\$136.36	\$189.99	\$136.36
1	HDMI Fiber Hybrid - 100 Foot - 4K 18Gbps - CMP	\$200.10	\$249.99	\$200.10
1	USB Capture Interface - HDMI 1080p	\$280.00	\$299.99	\$280.00
1	HDMI Cable - UHD HDMI w/ Ethernet - 2m	\$22.00	\$44.95	\$22.00
1	Blackmagic Design ATEM Mini Pro Live Production Switcher	\$295.00	\$295.00	\$295.00
SubTotal				\$2,601.89

Microphones

11	Shure MX418D/C Desktop Gooseneck Microphone - 18" with Cardioid Cartridge, Programmable Switch, On/Off, PTT - Black	\$311.52	\$389.00	\$3,426.72
1	AT Engineered Sound Gooseneck Microphone - Cardioid, 12"	\$271.76	\$308.00	\$271.76
1	Wireless Base Unit - Rack Mount Chassis for Wireless Microphone System - Requires Microphones and Receivers - Up to 2 Channel	\$205.06	\$249.00	\$205.06

Qty	Description	Unit Price	MSRP	Total
1	Receiver - Plug-In RF for System 10	\$205.06	\$249.00	\$205.06
1	Wireless Microphone Desk Stand - Works with Gooseneck Microphones	\$328.24	\$399.00	\$328.24
1	Microphone Cable - XLR M-F, 2 Foot	\$10.40	\$21.41	\$10.40
1	TableTop Microphone Shock-Mount Plate, XLRF-Type	\$45.13	\$59.00	\$45.13
SubTotal				\$4,492.37

Audio

1	Biamp Tesira Forte AVB CI Audio Processor	\$2,652.94	\$4,510.00	\$2,652.94
1	Biamp Two Channel Class D Amplifier - Low Z and High Z Outputs - 60WPC - 1RU	\$362.35	\$616.00	\$362.35
4	In-Ceiling Speaker - 6.5" Treated Fiber Cone Driver and 1" Silk Dome Tweeter - 8 Ohm or 70 Tap Selectable Operation - Engineered for Background to Foreground Music and Paging Applications	\$129.75	\$173.20	\$519.00
SubTotal				\$3,534.29

AV System Control

1	Biamp TEC-X Programmable AV Control Panel - Black	\$378.75	\$606.00	\$378.75
1	Network Switch - 16 Port - Gigabit - 8 Ports PoE+ 150W - Rack Mounting 1RU	\$189.01	\$229.99	\$189.01
SubTotal				\$567.76

Equipment Rack/Credenza

1	Equipment Rack - Executive Single Bay Credenza, 12RU with Front Rails, Optional Rear Rails, 4" Hidden Casters, 53CFM Fan Always On - Choice of Colors	\$892.94	\$1,518.00	\$892.94
1	Rear Rail Pair for Executive Rack - 12RU	\$71.76	\$122.00	\$71.76
1	Large Item Standard Freight - Level 4 - At Cost	\$225.00	\$225.00	\$225.00
2	Rack Shelf - 1RU, Vented, 14.75 Deep	\$46.69	\$71.95	\$93.38
1	Rack Mount Power Strip with Surge Protection - 15A - 12 Rear Outlets, 2 Front Outlets	\$93.06	\$129.99	\$93.06
1	FSR Smart Way On-Floor Raceway - Aluminum with Slate Gray Finish - 6 Foot	\$223.44	\$259.99	\$223.44
1	Bulk Cabling, Terminations, Wire Management, Mounting Hardware, Surface Raceway, Audio Interconnect	\$678.00	\$699.00	\$678.00
SubTotal				\$2,277.58

Qty	Description	Unit Price	MSRP	Total
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Labor

1	Engineering, Installation, Programming, Testing, Training	\$11,433.00	\$15,679.00	\$11,433.00
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SubTotal				\$11,433.00
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A service charge of 1.5% per month or 18% annually will be applied to any unpaid balance on past due accounts.

MSRP	\$41,071.85
Discount	\$10,506.40
SubTotal	\$30,565.45
Tax	\$0.00
Shipping	\$270.00
Total	\$30,835.45



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City Hall Training Room

Prepared for

City of Marshall

By

Smart Offices / Smart Homes

4/24/2023



210 State St., Mason, Michigan 48854
Phone: 517-381-5171 Fax: 702-925-0737

PROPOSAL

Number: QUOQ16579-01

Date: 04-24-2023

Sold To:

City of Marshall
323 West Michigan Avenue
Marshall, MI 49068

Ship To:

City of Marshall
323 West Michigan Avenue
Marshall, MI 49068

City Hall Training Room

Proposal for Smart Homes / Smart Offices (SHSO) to provide audiovisual (AV) installation for the City of Marshall. Complete system engineering, installation, setup, testing, and client training. All necessary work to be performed by SHSO unless noted below.

Terms, conditions, and pricing per state contract 190000001422 DTMB - Conference & Training Room Audio Visual Equipment.

State of Michigan MiDEAL - This proposal includes State of Michigan contract pricing for conference room/training room audio visual equipment and installation. MiDEAL is the State of Michigan's extended purchasing program that allows Michigan cities, townships, villages, counties, school districts, universities, colleges and nonprofit hospitals to buy goods and services from state contracts.

Unprecedented shortages and backorders of AV equipment are having a significant impact on project kick off and installation. In addition, prices on AV equipment have been fluctuating dramatically.

Upon acceptance of this proposal SHSO will advise on any backorders or necessary price adjustments. We sincerely appreciate your patience and understanding as we emerge from the Pandemic and get back to normal operations.

This proposal is valid for 30 days.

Contact - Eric Zuzga, 269-781-5183, ezuzga@cityofmarshall.com

Work Site - City Hall, 323 West Michigan Avenue, Marshall, MI 49068

Proposed - City Hall Training Room - Installation of new AV equipment to support multimedia presentation and online conferencing.

Television Display - Installation of a 98" NEC commercial television, wall mounted.

Projection - The existing video projection system will remain in place and will be fed the same HDMI signal for the 98" display. Projector control using the wireless remote control.

Room Resources - A Windows personal computer (PC) will be provided by the City of Marshall for dedicated use in the council chamber. The PC will be used for multimedia presentation and online conferencing. A wireless keyboard with mouse is recommended.

HDMI Wall Plate - The wall plate on the left wall (near the table) will be updated for HDMI connection to the system. The HDMI wall plate is for multimedia presentation only. Online conferencing is not supported.

Conferencing Cameras - Installation of front and rear pan/tilt/zoom high-definition conferencing cameras. The cameras will connect to the PC via USB for online conferencing. The active camera will be selected in the online application at the start of the meeting.

Microphones - Installation of two ceiling microphones to support audience participation during online meetings. The ceiling microphones will be active during online meetings. The ceiling microphones are not amplified through the

ceiling speakers.

Audio - Installation of a Biamp Tesira Forte audio processor. Installation of a Biamp audio amplifier. Ceiling speakers will be installed in a single zone in two rows of three.

AV System Control - Installation and setup of a Biamp TEC-X wall mount AV control panel. The control panel will turn the display on/off, allow selection of the room resource (PC or wall plate) and will also manage sound settings for each source.

Equipment Rack - A wall mount equipment rack will be installed to house the equipment. The wall rack will be installed in the utility closet.

Online Conferencing - The meeting space will be capable of online conferencing using services such as Zoom, WebEx, and Teams. The recurring subscription costs for online conferencing are not included in this proposal.

Networking and Internet - Select AV devices will require local area networking (LAN) or WiFi with Internet access. LAN infrastructure and configuration is not included in this proposal. LAN installation is available on a time and material basis or may be quoted in advance.

AC Electrical - Installation or relocation of AC electrical may be required at select equipment locations. AC electrical work is not included in this proposal. SHSO will provide all necessary drawings and requirements for AC electrical work associated with the proposed system.

Owner Furnished Equipment - Equipment provided by the end user for use in the system is subject to inspection and testing.

Confidentiality Statement - This proposal includes a custom engineered solution by Smart Offices / Smart Homes and all design and component selection is proprietary and confidential and may not be shared without our express written consent.

I have read and agree to the Scope of Work above

Initial Here:_____

Qty	Description	Unit Price	MSRP	Total
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Television Display

1	NEC 98" Commercial LED Display - 4K UHD - Rated for 24/7 Use	\$8,568.24	\$12,819.00	\$8,568.24
1	TV Wall Mount - Universal Fixed Wall Mount - For 70" - 98" Displays - 250lb Capacity - VESA up to 800x600 - Low Profile 1.25" - Post Install Leveling	\$138.54	\$249.99	\$138.54
1	HDMI Fiber Hybrid - 50 Foot - 4K 18Gbs - CMP	\$136.36	\$189.99	\$136.36
1	HDMI Fiber Hybrid - 35 Foot - 4K 18Gbs - CMP	\$120.09	\$169.99	\$120.09
SubTotal				\$8,963.23

HDMI Wall Plate

1	HDMI Extension Kit - HDBaseT - Decora TX with HDMI Input - RX with HDMI Out - 18G, 4K@60Hz, 132ft - PoC	\$298.41	\$429.99	\$298.41
1	HDMI Cable - UHD HDMI w/ Ethernet - 3m	\$29.29	\$49.99	\$29.29
1	HDMI Cable - UHD HDMI w/ Ethernet - 1m	\$17.86	\$29.99	\$17.86
SubTotal				\$345.56

Cameras

1	PTZ Conferencing Camera - 10X Optical Zoom - 3G-SDI Output - 1080p - PoE - Gray	\$762.50	\$780.00	\$762.50
1	PTZ Conferencing Camera - 5X Optical Zoom, Wide Angle 83.7 FOV - 3G-SDI Output - 1080p - PoE - Gray	\$762.50	\$780.00	\$762.50
2	Wall mount for PTZ Camera - Black	\$39.99	\$59.98	\$79.98
2	USB Capture Interface - HD/3G-SDI	\$280.00	\$299.99	\$560.00
SubTotal				\$2,164.98

AV Switching

1	Key Digital 4x4 HDMI Matrix Switcher with Audio Breakout	\$1,091.76	\$1,899.99	\$1,091.76
SubTotal				\$1,091.76

Audio

1	Biamp Tesira Forte AVB VT4 Audio Processor	\$2,007.06	\$3,412.00	\$2,007.06
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Qty	Description	Unit Price	MSRP	Total
1	Ceiling Microphone - Primary Ceiling Mic, Beam Forming Multi Element, White	\$1,423.53	\$2,420.00	\$1,423.53
1	Ceiling Microphone - Secondary Ceiling Mic, Beam Forming Multi Element, White	\$907.06	\$1,542.00	\$907.06
1	PoE Injector - 802.3ab Gigabit Ethernet, 802.3af PoE 18 Watts Max., IEEE 802.3at PoE+ 30 Watts Max.	\$41.99	\$59.99	\$41.99
1	Biamp Two Channel Class D Amplifier - Low Z and High Z Outputs - 60WPC - 1RU	\$385.00	\$616.00	\$385.00
6	In-Ceiling Speaker - 6.5" Treated Fiber Cone Driver and 1" Silk Dome Tweeter - 8 Ohm or 70 Tap Selectable Operation - Engineered for Background to Foreground Music and Paging Applications	\$129.75	\$173.20	\$778.50
SubTotal				\$5,543.14

AV System Control

1	Biamp TEC-X Programmable AV Control Panel - Black	\$378.75	\$606.00	\$378.75
1	Network Switch - 16 Port - Gigabit - 8 Ports PoE+ 150W - Rack Mounting 1RU	\$189.01	\$229.99	\$189.01
SubTotal				\$567.76

Equipment Rack/Credenza

1	Wall Mount Rack - 10RU - Front Plexi Door, Swing Out - 22" Deep Overall - Front and Rear Tapped Rails - 19" Usable Depth	\$534.44	\$849.99	\$534.44
3	Rack Shelf - 1RU, Vented, 14.75 Deep	\$46.69	\$71.95	\$140.07
1	Rack Mount Power Strip with Surge Protection - 15A - 12 Rear Outlets, 2 Front Outlets	\$93.06	\$129.99	\$93.06
1	Bulk Cabling, Terminations, Wire Management, Mounting Hardware	\$282.00	\$299.00	\$282.00
SubTotal				\$1,049.57

Labor

1	Engineering, Installation, Programming, Testing, Training	\$7,345.00	\$9,973.50	\$7,345.00
SubTotal				\$7,345.00

Qty	Description	Unit Price	MSRP	Total
A service charge of 1.5% per month or 18% annually will be applied to any unpaid balance on past due accounts.			MSRP	\$39,512.38
			Discount	\$12,441.38
			SubTotal	\$27,071.00
			Tax	\$0.00
			Shipping	\$351.00
			Total	\$27,422.00



MAKING TECHNOLOGY WORK FOR YOU!

PSB Training Room

Prepared for

City of Marshall

By

Smart Offices / Smart Homes

4/24/2023



210 State St., Mason, Michigan 48854
Phone: 517-381-5171 Fax: 702-925-0737

PROPOSAL

Number: QUOQ16590-01

Date: 04-24-2023

Sold To:

City of Marshall
323 West Michigan Avenue
Marshall, MI 49068

Ship To:

City of Marshall
900 South Marshall Avenue
Public Service Building
Marshall, MI 49068

PSB Training Room

Proposal for Smart Homes / Smart Offices (SHSO) to provide audiovisual (AV) installation for the City of Marshall. Complete system engineering, installation, setup, testing, and client training. All necessary work to be performed by SHSO unless noted below.

Terms, conditions, and pricing per state contract 190000001422 DTMB - Conference & Training Room Audio Visual Equipment.

State of Michigan MiDEAL - This proposal includes State of Michigan contract pricing for conference room/training room audio visual equipment and installation. MiDEAL is the State of Michigan's extended purchasing program that allows Michigan cities, townships, villages, counties, school districts, universities, colleges and nonprofit hospitals to buy goods and services from state contracts.

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Upon acceptance of this proposal SHSO will advise on any backorders or necessary price adjustments. We sincerely appreciate your patience and understanding as we emerge from the Pandemic and get back to normal operations.

This proposal is valid for 30 days.

Contact - Eric Zuzga, 269-781-5183, ezuzga@cityofmarshall.com

Work Site - Public Service Building (PSB), 900 South Marshall Avenue, Marshall, MI 49068

Proposed - PSB Training Room - Installation of new AV equipment to support multimedia presentation and online conferencing.

Sound Panels - Installation of sound absorption panels in the ceiling to help reduce reflected/reverberant sound and improve the performance of the ceiling microphones. Sound panel counts, placement, and mounting method to be determined prior to project acceptance and kick off.

Projection - Installation of an NEC laser video projector and DaLite manual wall mount projection screen. Projector control using the NEC wireless remote.

Room Resources - A Windows personal computer (PC) will be provided by the City of Marshall for dedicated use in the council chamber. The PC will be used for multimedia presentation and online conferencing. The PC will be the only resource. A wireless keyboard with mouse is recommended.

HDMI Wall Plate - Installation of an HDMI wall plate below the display for presentations from a laptop guest computer. Online video conferencing is not supported on the laptop guest computer.

Conferencing Cameras - Installation of front and rear pan/tilt/zoom high-definition conferencing cameras. The cameras will connect to the PC via USB for online conferencing. The active camera will be selected in the online application at the start of the meeting.

Ceiling Microphones - Installation of two ceiling microphones to support audience participation during online meetings. The microphone system includes one Tesira Forte audio processor and two TCM-1 ceiling microphone arrays. The ceiling microphone will be positioned in the middle of the room providing overall coverage up to an 18' x 36' area. The microphones will target the middle of the room where seating is typical. The ceiling microphones will be active during online conferencing. Ceiling microphones are not amplified through the ceiling speakers.

Wireless Microphones - Installation of a two-channel wireless microphone system to include one handheld transmitter and one belt-pack transmitter with clip-on, lapel microphone. The wireless microphones will be active during online meetings. The wireless microphones will be amplified through the ceiling speakers.

Audio - Installation of a Biamp audio amplifier. Installation of pendent style ceiling speakers.

AV System Control - Installation and setup of a Biamp TEC-X wall mount AV control panel. The control panel will allow selection of the room resource (PC or wall plate) and will also manage sound settings for each source.

Equipment Rack - A wall mount equipment rack will be installed to house the equipment. The wall rack will be installed in the utility closet.

Online Conferencing - The meeting space will be capable of online conferencing using services such as Zoom, WebEx, and Teams. The recurring subscription costs for online conferencing are not included in this proposal.

Networking and Internet - Select AV devices will require local area networking (LAN) or WiFi with Internet access. LAN infrastructure and configuration is not included in this proposal. LAN installation is available on a time and material basis or may be quoted in advance.

AC Electrical - Installation or relocation of AC electrical may be required at select equipment locations. AC electrical work is not included in this proposal. SHSO will provide all necessary drawings and requirements for AC electrical work associated with the proposed system.

Owner Furnished Equipment - Equipment provided by the end user for use in the system is subject to inspection and testing.

Confidentiality Statement - This proposal includes a custom engineered solution by Smart Offices / Smart Homes and all design and component selection is proprietary and confidential and may not be shared without our express written consent.

I have read and agree to the Scope of Work above

Initial Here:_____

Qty	Description	Unit Price	MSRP	Total
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Sound Panels

48	Fabric Sound Panel - 48" x 24" x 1' - Charcoal	\$69.95	\$82.95	\$3,357.60
1	Mounting Hardware	\$324.00	\$349.00	\$324.00
1	Installation - Sound Panels	\$2,280.00	\$2,976.00	\$2,280.00
1	Shipping @ Cost	\$329.00	\$329.00	\$329.00
SubTotal				\$6,290.60

Projection

1	NEC P627 Laser Video Projector - WUXGA, 6200 Lumens - LAN, RS-232, HDBase-T Connections	\$3,308.24	\$4,999.00	\$3,308.24
1	Peerless Universal Precision Gear Projector Mount (White)	\$146.00	\$219.00	\$146.00
1	Drop Pipe, Plate, Strut, Hardware	\$109.00	\$119.00	\$109.00
1	DaLite Model C Projection Screen with Controlled Return - 123" (65"x104") - Manual, Pull-Down	\$791.20	\$998.00	\$791.20
1	HDMI Fiber Hybrid - 50 Foot - 4K 18Gbs - CMP	\$176.22	\$189.99	\$176.22
SubTotal				\$4,530.66

HDMI Wall Plate

1	HDMI Extension Kit - HDBaseT - Decora TX with HDMI Input - RX with HDMI Out - 18G, 4K@60Hz, 132ft - PoC	\$298.41	\$429.99	\$298.41
1	HDMI Cable - UHD HDMI w/ Ethernet - 3m	\$29.29	\$49.99	\$29.29
1	HDMI Cable - UHD HDMI w/ Ethernet - 1m	\$17.86	\$29.99	\$17.86
SubTotal				\$345.56

AV Switching

1	Key Digital 4x1 HDMI Switcher - Audio Breakout - LAN/RS-232 Control	\$427.06	\$599.00	\$427.06
SubTotal				\$427.06

Cameras

1	PTZ Conferencing Camera - 10X Optical Zoom - 3G-SDI Output - 1080p - PoE - Gray	\$762.50	\$780.00	\$762.50
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Qty	Description	Unit Price	MSRP	Total
1	PTZ Conferencing Camera - 5X Optical Zoom, Wide Angle 83.7 FOV - 3G-SDI Output - 1080p - PoE - Gray	\$762.50	\$780.00	\$762.50
2	Wall mount for PTZ Camera - Black	\$39.99	\$59.98	\$79.98
2	USB Capture Interface - HD/3G-SDI	\$280.00	\$299.99	\$560.00
SubTotal				\$2,164.98

Audio

1	Biamp Tesira Forte AVB VT4 Audio Processor	\$2,007.06	\$3,412.00	\$2,007.06
1	Ceiling Microphone - Primary Ceiling Mic, Beam Forming Multi Element, Black	\$1,165.88	\$1,982.00	\$1,165.88
1	Ceiling Microphone - Secondary Ceiling Mic, Beam Forming Multi Element, Black	\$608.24	\$1,034.00	\$608.24
1	PoE Injector - 802.3ab Gigabit Ethernet, 802.3af PoE 18 Watts Max., IEEE 802.3at PoE+ 30 Watts Max.	\$41.99	\$59.99	\$41.99
1	Biamp Single Channel Class D Amplifier - Low Z and High Z Outputs - 120WPC - 1RU	\$385.00	\$616.00	\$385.00
8	Two-Way Pendant Speaker - 6.5" Coaxial - White	\$214.50	\$286.00	\$1,716.00
SubTotal				\$5,924.17

AV System Control

1	Biamp TEC-X Programmable AV Control Panel - Black	\$378.75	\$606.00	\$378.75
1	Network Switch - 16 Port - Gigabit - 8 Ports PoE+ 150W - Rack Mounting 1RU	\$189.01	\$229.99	\$189.01
SubTotal				\$567.76

Equipment Rack

1	Wall Mount Rack - 10RU - Front Plexi Door, Swing Out - 22" Deep Overall - Front and Rear Tapped Rails - 19" Usable Depth	\$534.44	\$849.99	\$534.44
3	Rack Shelf - 1RU, Vented, 14.75 Deep	\$46.69	\$71.95	\$140.07
1	Rack Mount Power Strip with Surge Protection - 15A - 12 Rear Outlets, 2 Front Outlets	\$93.06	\$129.99	\$93.06
1	Bulk Cabling, Terminations, Wire Management, Mounting Hardware	\$389.00	\$399.00	\$389.00
SubTotal				\$1,156.57

Qty	Description	Unit Price	MSRP	Total
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Labor

1	Engineering, Installation, Programming, Testing, Training	\$8,940.00	\$12,221.50	\$8,940.00
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SubTotal				\$8,940.00
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A service charge of 1.5% per month or 18% annually will be applied to any unpaid balance on past due accounts.

MSRP	\$41,593.81
Discount	\$11,246.45
SubTotal	\$30,347.36
Tax	\$0.00
Shipping	\$425.00
Total	\$30,772.36

ITEM: 12.G

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
DATE: June 20, 2023
SUBJECT: **2023-2026 POLICE COMMAND COLLECTIVE BARGAINING AGREEMENT**

Following a negotiation session on Wednesday, June 14, 2023, the City of Marshall and the Police Officers Labor Council (PLC), Command Officer's Division, came to a tentative agreement for a three (3) year employment contract. On June 16, 2023, the City was notified that the Union membership approved and passed the contract tentative agreement.

Substantial changes to the agreement include: changing Director of Public Safety title to Police Chief, modifying seniority bumping rights, increasing annual vacation credit accumulation schedule, increasing the ability to accumulate annual sick leave hours, but maintaining payout schedule, providing an allowance for two additional holidays, updating bereavement leave to include the use of sick leave, including language to allow for employee recognition and activities, updating City provided uniform language, increasing footwear allowance to \$150 per year, defining retirement final average compensation calculation language, increasing wages 14% above the Patrol Union, increasing afternoon shift differential to 2%, and including an educational bonus of \$500 for a Bachelor's degree and \$1,000 for a Master Degree.

BUDGET IMPACT:

The agreement will increase the Police Department Budget from \$2,413,639 to \$2,431,833 in FY 2024.

RECOMMENDATION:

Approve the 2023-2026 City of Marshall Collective Bargaining Agreement with the Police Officers Labor Council, Command Officers Division and authorize the City Manager and City Clerk to sign.

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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 work force 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 work force.

ARTICLE 9 WORKING HOURS

Section 1: Work Day and Hours

- (a) Employees covered by this Agreement 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, 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. 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.

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 eight (8) 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) hours in any five (5) consecutive day work week 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 forty-eight (48) 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.

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. 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>
1-3 year	80 hours
4-6 years	136 hours
7-10 years	152 hours
11-15 years	176 hours
16-20 years	200 hours
21 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: 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.

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 who 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 one full month 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	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 eight (8) hours of holiday leave for each of the above 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 holiday hours shall be paid at the straight time hourly rate the first pay period in January for any holidays not taken in the prior calendar year.

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 on such day was excused prior to the holiday by the Chief of Police.

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 hired as new hires with the City between July 1, 2002, and July 1, 2014, having completed five (5) or more years of continuous service shall be eligible to receive longevity pay.

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: Employees hired on or after July 1, 2014 are not eligible to receive longevity payments.

Section 4: In order to be entitled to longevity pay under this Article, an employee must have been hired by the City before July 1, 2014 and 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 Human Resources Department. 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, 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.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this _____ day of _____, 2023

POLICE OFFICERS
LOBOR COUNCIL

CITY OF MARSHALL

Marc Smith, 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	14.0% 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	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, 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: 12.H

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Tracy Hall
DATE: June 20, 2023
SUBJECT: **PERSONNEL POLICY MANUAL MODIFICATIONS**

The Personnel Policy Manual is a document that addresses the personnel needs of the City. Changes to the manual are dealt with in Section 1.05 *"These policies are subject to change upon approval by City Council."* The current manual has been amended several times since its adoption by Council in 2013.

As City Council is aware, Public Act 152 of 2011 (the Act) sets an annual limit on the amount that a public employer may contribute to a medical plan for its employees. The Act provides for three options: Hard Cap, 80/20 and the exemption. Historically, the City has used the exemption option and approved it again for 2023 at its recent June 5, 2023, meeting.

Currently, City employees pay a premium share ranging from 12% to 22% of their monthly premium depending on their hire date and collective bargaining agreement. In an effort to move toward a standardized 80/20 arrangement, we are requesting modification of the existing language in the City of Marshall Personnel Policy Manual to reduce the maximum employee share from 22% to 20%. These changes coincide with our recent health insurance switch to "The Pool," and are in-line with the administration's long-term goal of having all employees move to the standard 20% coverage of the health insurance premium charged to the City.

BUDGET IMPACT:

There are currently 18 union and 16 non-union full-time employees, who are at the 22% rate. Going from the 22% rate and returning to the 20% rate for these employees will be an increased cost to the City across multiple funds of roughly \$11,000 for FY 2024. No budget amendment will be needed. The City saved over \$200,000 when switching to "The Pool."

RECOMMENDATION:

Approve the modification of Section 6 – Fringe Benefits, 6.02 Medical Insurance, Part 1 and 6.04 Optical Insurance to the City of Marshall Personnel Policy Manual as presented.

Proposed Changes to the City of Marshall Personnel Manual

~~Red-strikeout~~ is to be removed. **Yellow highlight** is to be added

6.02 - MEDICAL INSURANCE

The City of Marshall currently provides family health, medical and hospitalization insurance. A complete explanation of coverage is available through the Department of Human Resources.

1. Employees hired prior to April 1, 2012 pay twelve percent (12%) of the health insurance premium charged to the City. Employees hired on or after April 1, 2012 pay ~~twenty-two percent (22%)~~ **twenty percent (20%)** of the health insurance premium charged to the City. Such payments will be made by payroll deduction. Employees may make such payment through the City's premium only plan.

6.04 - OPTICAL INSURANCE

The City of Marshall provides VSP optical insurance through Blue Cross Blue Shield of Michigan. A complete explanation of coverage is available through the Department of Human Resources.

Employees hired prior to April 1, 2012 pay twelve percent (12%) of the health insurance premium charged to the City. Employees hired on or after April 1, 2012 pay ~~twenty-two percent (22%)~~ **twenty percent (20%)** of the health insurance premium charged to the City. Such payments will be made by payroll deduction. Employees may make such payment through the City's premium only plan.

ITEM: 12.I

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
DATE: June 20, 2023
SUBJECT: **PA 425 CONDITIONAL LAND TRANSFER REQUEST- PARCEL ID 16-260-006-00 & 16-350-006-00
INTRODUCTION AND SET PUBLIC HEARING**

The City has received a request from the owner of the property identified by parcel ID 16-260-006-00 and 16-350-006-00.

To enter into a Public Act 425 Conditional Land Transfer. A Public Act 425 agreement brings an existing property into the City of Marshall to receive city services and provides for a portion of the collected taxes to be shared with the Township transferring the parcel.

In 2006, the City and Marshall Township entered into a Master Public Act 425 Conditional Land Transfer Agreement. In 2015, the Master Agreement was extended to 2026 and in 2019, it was revised and extended to 2029.

Public Act 425 requires the adoption of a resolution and a public hearing by both governmental bodies. The proposed resolution and contract are attached.

BUDGET IMPACT:

Based on the property's current taxable value, and current City of Marshall millage rates, the City would collect an additional \$1,565.07 in additional General Fund operating revenue. The Township would receive a portion of this collection as required under the Master PA 425 agreement.

RECOMMENDATION:

Introduce Resolution 2023-24, A Resolution Authorizing Execution of Contract for Conditional Transfer of Property under PA 425 of 1984 and set a Public Hearing for July 17, 2023, to hear comments on the proposed transfer of property identified by parcel ID 16-260-006-00 and 16-350-006-00.

**CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2023-24**

**A RESOLUTION AUTHORIZING EXECUTION OF CONTRACT FOR CONDITIONAL
TRANSFER OF PROPERTY UNDER P.A. 425 of 1984**

Minutes of a regular meeting of the Council of the City of Marshall, held on July 17, 2023, at 7:00 PM.

PRESENT:

ABSENT:

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

WHEREAS, Mark Olinyk, Wendy Berry Olinyk, Ronald J. DeGraw and Jayne E. DeGraw, owners of property with parcel ID's of 16-260-006-00 and 16-350-006-00, have petitioned the City of Marshall and Marshall Township for a Conditional Transfer of their property from Marshall Township into the City of Marshall; and

WHEREAS, on February 25, 2006, the City of Marshall Entered into a Master 425 Agreement with the Township of Marshall; and

WHEREAS, on September 15, 2014, the City of Marshall extended this Master 425 Agreement with the Township of Marshall until 2026; and

WHEREAS, on June 24, 2019, the City of Marshall extended this Master 425 Agreement with the Township of Marshall until December 31, 2029; and

WHEREAS, the Master 425 Agreement facilitates the provision of City services, including municipal sewer, water, electric, broadband, police, and fire protection to properties currently within Marshall Township according to terms acceptable to both the Township of Marshall and the City of Marshall; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL that the City Manager and the City Clerk are authorized to execute a Contract for Conditional Transfer of Property identified by parcel ID's 16-260-006-00 and 16-350-006-00 from the Township of Marshall to the City of Marshall; and

IT IS FURTHER RESOLVED, that the Contract for Conditional Transfer shall be in the form of the attached document, subject to changes in form approved by the City Attorney.

Resolution declared adopted this 17th day of July 2023.

Michell 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 July 17, 2023, and that the said meeting was conducted and that the minutes of the meeting were kept and will be or have been made available.

Michell Eubank, City Clerk

**CITY OF MARSHALL – TOWNSHIP OF MARSHALL
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the ____ day of _____, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, Ronald and Jayne DeGraw and Mark and Wendy Berry Olinyk, the owners of the property described on Schedule 1 attached hereto (“Property”), along with Grand City Capital, the purchasers of the Property, have requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on July 31, 2023.

4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.

5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023.

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50th) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
 - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise or rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.

9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.
11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

----- By: -----
Derek N. Perry, City Manager

----- By: -----
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

_____ By: _____
David Bosserd, Supervisor

_____ By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by David Bosserd, Supervisory and Jeff Albaugh, Clerk of Marshall Township, on behalf of said Township.

Notary Public, Calhoun County, MI
My commission expires _____

May 11th, 2023

Derek Perry
City Manager
323 W. Michigan Ave.
Marshall, MI 49068

RE: Parcel ID's 16-260-006-00 & 16-350-006-00, Marshall, MI 49068

Dear Mr. Perry,

Please allow this letter to serve as our approval for current purchaser of parcel ID's: 16-260-006-00 & 16-350-006-00, Marshall, MI 49068 to apply for acceptance into the City of Marshall under the 425 regulatory process. They will require access to city utilities. If there are any questions or if you need anything further, please feel free to reach out.

Sincerely,

SELLERS:

Mark Olinyk

Wendy Berry Olinyk



Ronald J. DeGraw



Jayne E. DeGraw

May 11th, 2023

Derek Perry
City Manager
323 W. Michigan Ave.
Marshall, MI 49068

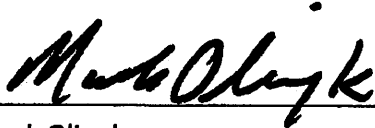
RE: Parcel ID's 16-260-006-00 & 16-350-006-00, Marshall, MI 49068

Dear Mr. Perry,

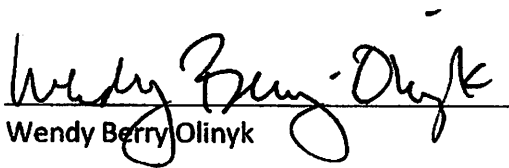
Please allow this letter to serve as our approval for current purchaser of parcel ID's: 16-260-006-00 & 16-350-006-00, Marshall, MI 49068 to apply for acceptance into the City of Marshall under the 425 regulatory process. They will require access to city utilities. If there are any questions or if you need anything further, please feel free to reach out.

Sincerely,

SELLERS:



Mark Olinyk



Wendy Berry Olinyk

Ronald J. DeGraw

Jayne E. DeGraw

May 11th, 2023

Derek Perry City Manager
323 W. Michigan Ave.
Marshall, MI 49068

RE: Parcel ID's 16-260-006-00 & 16-350-006-00, Marshall, MI 49068

Dear Mr. Perry,

Please allow this letter to serve as a formal request for the parcel located at 16-260-006-00 and 16-350-006-00, Marshall, MI 49068 to apply for acceptance into the City of Marshall under the 425 regulatory process. We intend for these parcels to be developed as a multifamily housing and need access to city utilities. If there are any questions or if you need anything further, please feel free to reach out.

Sincerely,



Joseph Elias

Partner at Grand City Capital

313-999-9518



Calhoun GIS



Map Publication:
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Map Publication:
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