CITY COUNCIL AGENDA

Regular Meeting

February 5, 2024 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 - January 16, 2024
   - B. **City Bills**

Purchases 1/12/2024	$997,489.24
Purchases 1/19/2024	$256,067.27
Purchases 1/26/2024	$48,856.47
Purchases 1/30/2024	$231,360.00
Total	**$1,533,772.98**

   - C. **CITY DRUG AND ALCOHOL TESTING POLICY - APPENDIX B UPDATE**
   - D. **2024 COUNTY PARK MILLAGE REPORT**
   - E. **ELECTRIC DEPARTMENT BUCKET TRUCK PURCHASE**
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.
    - A. **JULY 1, 2024 – JUNE 30, 2030, CAPITAL IMPROVEMENT PROGRAM (CIP) ADOPTION**
11) **OLD BUSINESS**
12) **REPORTS AND RECOMMENDATIONS**
    - A. **2024 SMALL URBAN ENGINEERING CONTRACT**
    - B. **PURCHASE OF CONDUCTOR AND CABLE FOR MAJOR SITE EXTENSION**
    - C. **POWER PLANT UNITS #2 & #4 OXIDATION CATALYST INSTALLATION**

MAYOR: Jim Schwartz CITY MANAGER: Derek N. Perry
COUNCIL MEMBERS: Joe Caron, Theresa Chaney-Huggett, Jacob Gates, Ryan Traver, Ryan Underhill, Scott Wolfersberger
Council Chambers, 323 W Michigan Ave, Marshall, MI 49068

D. CAT PEAKING PROJECT INTERCONNECTION AND LEASE AGREEMENTS

E. FIRE CODE ORDINANCE AMENDMENT

F. FIRE PROTECTION AND EMERGENCY SERVICES COST RECOVERY; FIRE INSPECTIONS ORDINANCE AMENDMENT

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

January 16, 2024
Regular Meeting - 7:00 PM

1) CALL TO ORDER

IN A REGULAR SESSION held on Tuesday, January 16, 2024 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 Schwartz, Caron, Chaney-Huggett, Gates, Traver, Underhill, and Wolfersberger

Also Present: Manager Derek Perry and Deputy Clerk Jennifer Pickford

Absent: None

3) INVOCATION

4) PLEDGE OF ALLEGIANCE

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

Moved by Joe Caron, supported by Ryan Traver to approve the agenda as presented On a voice vote: **Motion Carried**

6) PUBLIC COMMENT ON AGENDA ITEMS Persons addressing City Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of three (3) minutes. Comments shall address AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion (Item 10) of the meeting agenda. Non-Agenda items shall be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS (Item 14) portion of the meeting agenda.

Barry Wayne Adams of 622 W Green Street provided public comment.

7) CONSENT AGENDA

Moved by Scott Wolfersberger, supported by Jacob Gates to Approve the consent Agenda On a roll call vote:

Ayes: James Schwartz, Joe Caron, Theresa Chaney-Huggett, Jacob Gates, Ryan Traver, Ryan Underhill, Scott Wolfersberger
Nays: None
Abstain: None
Motion carried.

A. City Council Minutes

Regular Session - January 2, 2024

B. City Bills

Purchases 12/29/2023	$123,782.89
Purchases 01/05/2024	$662,591.16

TOTAL $786,374.05

C. CHARGING OFF UNCOLLECTIBLE ACCOUNTS POLICY REVISION

D. JULY 1, 2024 - JUNE 30, 2030, CAPITAL IMPROVEMENT PROGRAM (CIP) ADOPTION - SCHEDULE A PUBLIC HEARING

8) PRESENTATIONS AND RECOGNITIONS

9) INFORMATIONAL ITEMS

A. COMMITTEE FOR MARSHALL - NOT THE MEGASITE V. CITY OF MARSHALL LAWSUIT UPDATE

City Attorney David Revore gave an update on the lawsuit.

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.

A. PARKING ORDINANCE UPDATE

Public Hearing opened by Mayor Schwartz at 7:12pm

Barry Wayne Adams provided public comment on Parking Ordinance Update

Public Hearing closed by Mayor Schwartz at 7:15pm

Moved by Jacob Gates, supported by Ryan Underhill to Enact Ordinance 2023-14, An Ordinance amending City of Marshall Code of Ordinances Section 70.008, Parking Regulations, and publish the ordinance in full in the local newspaper. On a roll call vote:

Ayes: James Schwartz, Joe Caron, Theresa Chaney-Huggett, Jacob Gates, Ryan Traver, Ryan Underhill, Scott Wolfersberger
Nays: None
Abstain: None

Motion carried.

B. 135 WEST MANSION OPRA EXEMPTION REQUEST

Public Hearing opened by Mayor Schwartz at 7:21pm

Barry Wayne Adams of 622 W Green St provided comment on OPRA Exemption Public Hearing

Public Hearing closed by Mayor Schwartz at 7:25pm

Moved by Scott Wolfersberger, supported by Ryan Traver to Approve Resolution 2024-2, Approving Obsolete Property Rehabilitation Exemption Certificate Application for Amy

and Vaughn Frentz for 135 West Mansion Street. On a roll call vote:

Ayes: Joe Caron, Theresa Chaney-Huggett, Jacob Gates, Ryan Traver, Ryan Underhill, Scott Wolfersberger
Nays: James Schwartz
Abstain: None
Motion Carried.

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

A. PUBLIC PARKING LOT SPACE DESIGNATIONS

Moved by Jacob Gates, supported by Theresa Chaney-Huggett to Approve Resolution 2024-01, Authorizing the designation of parking areas in the Municipal Parking Lots. On a voice vote: **Motion carried**.

B. FY 2025 DART MDOT BUDGET REQUEST

Moved by Joe Caron, supported by Scott Wolfersberger to Approve Resolution 2024-4, MDOT FY 2025 Resolution of Intent to apply for state formula operating assistance for fiscal year 2025 under Act 51 of the Public Acts of 1951, as amended. On a roll call vote:

Ayes: James Schwartz, Joe Caron, Theresa Chaney-Huggett, Jacob Gates, Ryan Traver, Ryan Underhill, Scott Wolfersberger
Nays: None
Abstain: None
Motion carried.

C. CITY OF MARSHALL TITLE VI PLAN UPDATE

Moved by Jacob Gates, supported by Ryan Underhill to Approve Resolution 2024-3, to update the Marshall Title VI Plan to ensure equal opportunity for all persons regardless of race, color, or national origin and direct the City Manager to submit to the State of Michigan Statewide Title VI Coordinator. On a voice vote: **Motion carried**.

D. SAFER GRANT APPLICATION

Moved by Theresa Chaney-Huggett, supported by Scott Wolfersberger to approve the submittal of a SAFER Grant to FEMA to fund three (3) full-time Firefighter positions in the City Fire Department and authorize the City Manager and City Clerk to sign the necessary documents. On a roll call vote:

Ayes: James Schwartz, Joe Caron, Theresa Chaney-Huggett, Jacob Gates, Ryan Traver, Ryan Underhill, Scott Wolfersberger
Nays: None
Abstain: None
Motion carried.

13) APPOINTMENTS / ELECTIONS

A. APPOINTMENT OF FARMERS MARKET BOARD MEMBERS

Moved by Joe Caron, supported by Ryan Traver to Approve the reappointment of Dan Marsh for a term expiring October 20, 2025, the reappointment of Jason Killoran to a term expiring October 20, 2026, and the appointment of Deborah Greger, Colleen Hagerty, and Shannon Atkins to terms ending on October 20, 2026. On a voice vote: **Motion carried**.

14) PUBLIC COMMENT ON NON-AGENDA ITEMS Persons addressing City Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of two (2) minutes. Comments shall address NON-AGENDA ITEM topics. Public Hearing items shall be addressed during the PUBLIC HEARING portion (Item 10) of the meeting agenda. Agenda items should be addressed during the PUBLIC COMMENT-AGENDA ITEMS (Item 6) portion of the meeting agenda.

Barry Wayne Adams of 622 W Green Street provided public comment.

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

The meeting was adjourned at 8:00pm.

Respectfully submitted by,

Jennifer Pickford
City Deputy Clerk

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 01/12/2024 - 01/12/2024
JOURNALIZED
PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
01102024	ANNETTE SOKOLL	2024 BLUES FEST BAND DEPOSIT (SAX MANIAC		200.00
01092024	CALHOUN COUNTY TREASUR	2023 SUMMER DIST AD VALOREM #5		46,632.52
01082024	CALHOUN COUNTY TREASUR	2023 WINTER AD VALOREM DIST #2		77,780.85
01082024	CALHOUN INTERMEDIATE S	2023 WINTER AD VALOREM DIST #2		211,932.09
01092024	CALHOUN INTERMEDIATE S	2023 SUMMER DIST AD VALOREM #5		12,557.49
4 - CAHILL	CARTER CONSULTING, LLC	CAHILL PAYMENT REQUEST - ADMIN #4		1,087.50
12222023	CARTER CONSULTING, LLC	SCHULER'S RENTAL REHAB - ADMIN FOR LMI A		320.00
01082024	CORELOGIC CENTRALIZED	PROPERTY TAX REFUND - PRE CHANGE PARCEL		1,017.42
10051	COURTNEY & ASSOCIATES	MONTHLY RETAINER SERVICE DECEMBER 2023		250.00
627697	DARLING ACE HARDWARE	COMPRESSION SPRING, SPRING EXT, LINK CHA		40.15
627730	DARLING ACE HARDWARE	CHRISTMAS LIGHTS		265.05
627740	DARLING ACE HARDWARE	CHRISTMAS LIGHTS		19.99
628904	DARLING ACE HARDWARE	WET/DRY VAC CARTRIDGE FILTER		22.99
628932	DARLING ACE HARDWARE	RUST STOP PROTECTIVE ENAMEL		6.99
I128491	ERIC DALE HEATING & AI	REPLACE MINI SPLIT 24K BTU HEAT PUMP	2024.159	4,690.00
0191429	FERGUSON WATERWORKS #3	REPAIR CLAMPS		786.00
26422520	GRANGER WASTE SERVICES	ACCT NO. 2782490 COMMERCIAL/WASTE JAN 20		1,068.33
26414557	GRANGER WASTE SERVICES	ACCT NO. 18400290 RESIDENTIAL JAN 2024		31,874.96
26423010	GRANGER WASTE SERVICES	ACCT NO. 2890780 875 E. MICHIGAN AVE JAN		183.50
26387759	GRANGER WASTE SERVICES	ACCT NO. 18422860 CITY BUILDINGS/RECYCLI		114.08
2440526	GRIFFIN PEST SOLUTIONS	PEST SERVICE AT PSB 12/22/23		51.00
LMN3943	GUTTERS R US, LLC	MARSHALL HOUSE SALT APPLICATION 12/6, 12		560.00
4198-A	HE CLEANS TOO, LLC	PAPER TOWELS		52.12
113290	HOFFMAN AG SERVICE, LT	GARLON HERBICIDE		407.50
33506	J AND K PLUMBING SUPPL	PIPE FITTINGS		15.74
33512	J AND K PLUMBING SUPPL	PIPE FITTINGS, COUPLINGS		13.38
33731	J AND K PLUMBING SUPPL	PIPE FITTINGS		2.14
01052024	JOHNSON, KARLEY	REIMBURSEMENT FOR CLP FEE		25.52
01082024	KELLOGG COMMUNITY COLL	2023 WINTER AD VALOREM DIST #2		61,810.69
01092024	KELLOGG COMMUNITY COLL	2023 SUMMER DIST AD VALOREM #5		7,453.96
09/12/2023	KEMP, SYDNEY	UB refund for account: 2600060009		10.86
202322.00 - 223116	LAWSON-FISHER ASSOCIAT	STREAM BANK EROSION MONITORING AND REPOR	2023.250	982.66
40165881	LINDE GAS & EQUIPMENT,	CUST NO. 59879658 GASES		161.95
01082024	MARSHALL AREA FIRE FIG	2023 WINTER AD VALOREM DIST #2		26,652.84
01092024	MARSHALL DISTRICT LIBR	2023 SUMMER DIST AD VALOREM #5		6,811.51
002920	MARSHALL HARDWARE, LLC	OPERATING SUPPLIES		6.78
01082024	MARSHALL PUBLIC SCHOOL	2023 WINTER AD VALOREM DIST #2		336,213.65
01092024	MARSHALL PUBLIC SCHOOL	2023 SUMMER DIST AD VALOREM #5		41,492.10
23-039-6	MCKENNA	BUILDING INSPECTION CONTRACT FOR FORD TH	2024.015	106,944.44
S5306935.001	MEDLER ELECTRIC COMPAN	LITTLE FUSE		417.35
9400	MICHIGAN MUNICIPAL TRE	2024 BASIC INSTITUTE FULL CONFERENCE - N		599.00
23215A-3	MIDWESTERN CONSULTING	LDFA INDUSTRIAL PARCEL SURVEYS 11/25/23	2024.196	1,320.00
123187	O'LEARY WATER CONDITIO	ELECTRIC DEPT BOTTLED WATER 11/10, 12/8		48.00
123190	O'LEARY WATER CONDITIO	FIRE DEPT BOTTLED WATER DELIVERY 11/6, 1		60.50
123192	O'LEARY WATER CONDITIO	POWER HOUSE COOLER RENTAL (DEC/JAN) & BO		65.50
4788-379483	O'REILLY FIRST CALL	ACCT NO. 1741510 POWER POLISHER		32.99
23-1485	QUALITY EXCAVATORS INC	SIDEWALK REPAIR ON MICHIGAN AVENUE		470.00
I2312124710	REALPAGE, INC.	2024 ANNUAL HOUSING SOFTWARE	2024.201	4,239.78
12312023	ROBERTS, JOSEPH	ENERGY OPTIMIZATION - AC		150.00
70904678	ROSE PEST SOLUTIONS	CLIENT NO. 70019775 MARSHALL HOUSE SERVI		1,465.00
01082024	STURGIS BANK & TRUST	PROPERTY TAX REFUND - OVERPAYMENTS		1,849.60
197	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 1/1/24 - 1/7/24	2024.191	3,864.00
530372641	UTILITIES INSTRUMENTAT	ENGINE #2 REACTIVATION - WIRING	2024.112	2,162.00
12292023	WOW! BUSINESS	ACCT NO. 014226414 FIRE STATION JANUARY		144.37
01/12/2024	YUDIEL, ESTRADA	UB refund for account: 3005420032		82.40
GRAND TOTAL:				997,489.24

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 01/19/2024 - 01/19/2024
JOURNALIZED
PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
477288	AD-VISOR & CHRONICLE	ACCT NO. 6100458 ADS 12/2, 12/9, 12/16,		777.70
1MPD-QCYL-MMHX	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 WALL DISPLAY HOL		26.30
1L3L-JX6F-CXKY	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 BATTERIES		54.30
17MY-77RR-CRPC	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 NITRILE GLOVES		71.79
1M1C-DQL3-RKD4	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 ADHESIVE STRIPS		15.98
01/22/2024	ANTHONY BARTOLACCI	UB refund for account: 2294		30.00
269781949201-2024	AT&T	ACCT NO. 269 781-9492 594 7 MARSHALL HOU		344.64
269789901101-2024	AT&T	ACCT NO. 269 789-9011 599 1 MRLEC JAN 20		300.32
225-515187	AUTO VALUE MARSHALL	CORE RETURN		(54.00)
225-515180	AUTO VALUE MARSHALL	VEHICLE BATTERY		371.14
225-515174	AUTO VALUE MARSHALL	WINDOW SQUEEGEE, DE-ICER		57.53
225-515221	AUTO VALUE MARSHALL	HYDRAULIC MOTOR		570.72
225-515309	AUTO VALUE MARSHALL	FREIGHT CHARGES		49.00
225-515308	AUTO VALUE MARSHALL	CREDIT MEMO HYDRAULIC MOTOR RETURN		(570.72)
225-515307	AUTO VALUE MARSHALL	HYDRAULIC MOTORS		890.78
MFCA 12.23.23	BEST ELECTRIC, LLC	IDENTIFICATION OF CONTACTS ON ELECTRIC U	2024.108	5,080.00
404-4722	BRONSON HELPNET	EMPLOYEE ASSISTANCE PROGRAM 1/1/24 - 3/3		262.71
19794	BURNHAM & FLOWER AGENC	ADDITIONAL VEHICLES	2024.211	8,248.00
1525	CALHOUN CO. CONSOLIDAT	2024 Q1 CONSOLIDATED DISPATCH CALLS FOR	2024.204	13,524.04
191313/1	CEM SUPPLY, INC.	REPAIR ENGINE #5 / 18V 6PORT BATTERY CHA		319.97
136545	CINTAS CORP	UNIFORM SERVICES - CREDIT MEMO WASTE WAT		(5.73)
1904431210	CINTAS CORP	NITRILE GLOVES		176.00
4178159935	CINTAS CORP	UNIFORM SERVICES - ELECTRIC & FIBER 12/2		55.11
4178159963	CINTAS CORP	UNIFORM SERVICES - POWER HOUSE 12/26/23		98.39
4178159930	CINTAS CORP	UNIFORM SERVICES - WASTE WATER 12/26/23		65.63
4178159945	CINTAS CORP	UNIFORM SERVICES - WATER 12/26/23		64.85
4178975473	CINTAS CORP	UNIFORM SERVICES - ELECTRIC & FIBER 1/3/		55.11
4178975331	CINTAS CORP	UNIFORM SERVICES - POWER HOUSE 1/3/24		98.39
4178975472	CINTAS CORP	UNIFORM SERVICES - WASTE WATER 1/3/24		65.63
4178975446	CINTAS CORP	UNIFORM SERVICES - WATER 1/3/24		64.85
1020	CODE CONCEPTS GROUP LL	CONSULTING SERVICES FOR BOBP MONTHLY RET	2024.142	5,000.00
CPSXT0000704	COLOSSUS, INC. DBA INT	CALIBER RMS SERVICES		1,050.00
205012865283	CONSUMERS ENERGY	ACCT NO. 1000 9033 6411 AIRPORT JAN 2024		151.65
201542230116	CONSUMERS ENERGY	ACCT NO. 1000 0916 3435 CITY HALL JAN 20		658.80
201542230118	CONSUMERS ENERGY	ACCT NO. 1000 0916 3971 DPW JAN 2024		1,006.54
202432158461	CONSUMERS ENERGY	ACCT NO. 1000 0759 4680 DPW JAN 2024		326.33
205101831003	CONSUMERS ENERGY	ACCT NO. 1030 1580 0248 FIRE STATION JAN		676.36
205101826374	CONSUMERS ENERGY	ACCT NO. 1000 8921 1096 KP FIREPLACE JAN		533.28
206970050427	CONSUMERS ENERGY	ACCT NO. 1000 0033 5602 MARSHALL HOUSE J		3,563.63
204033978209	CONSUMERS ENERGY	ACCT NO. 1030 1852 1130 MRLEC JAN 2024		2,668.07
205991688498	CONSUMERS ENERGY	ACCT NO. 1030 1852 0884 MRLEC BARN JAN 2		1,028.45
205279798877	CONSUMERS ENERGY	ACCT NO. 1000 0916 3203 WASTE WATER JAN		320.63
201542230117	CONSUMERS ENERGY	ACCT NO. 1000 0916 3708 WASTE WATER JAN		278.27
206258590250	CONSUMERS ENERGY	ACCT NO. 1030 1352 1119 WASTE WATER LIFT		19.27
204834885782	CONSUMERS ENERGY	ACCT NO. 1000 7224 3312 WATER JAN 2024		494.12
180851	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES		110.70
180958	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES		168.90
629236	DARLING ACE HARDWARE	KITCHEN FAUCET		249.99
629287	DARLING ACE HARDWARE	SALT, SPONGES, WASHER FLUID		92.47
629559	DARLING ACE HARDWARE	SALT SPREADER		179.99
629628	DARLING ACE HARDWARE	WORK GLOVES		19.99
629316	DARLING ACE HARDWARE	DUCT TAPE		13.18
629292	DARLING ACE HARDWARE	CONDUIT HANGERS, NUTS, BOLTS		4.30
629295	DARLING ACE HARDWARE	CONDUIT HANGERS, NUTS, BOLTS		25.00
629374	DARLING ACE HARDWARE	SANDPAPER, AIR DUSTER, TEXTURE SPRAY, JO		79.12
629417	DARLING ACE HARDWARE	KEYLESS ENTRY PAD		42.99
628773	DARLING ACE HARDWARE	LP GAS		49.61
628987	DARLING ACE HARDWARE	PAINT TRAY		2.59
629124	DARLING ACE HARDWARE	BATTERIES		17.99
629204	DARLING ACE HARDWARE	SWITCH PLATES, WALL PLATES		18.66
629205	DARLING ACE HARDWARE	HOSE NOZZLE		9.99
626407	DARLING ACE HARDWARE	KEY		4.78
627524	DARLING ACE HARDWARE	SILICONE		26.36
627598	DARLING ACE HARDWARE	FOAM SEALANT		11.99
627586	DARLING ACE HARDWARE	MASONRY CUT-OFF WHEEL		7.18
627691	DARLING ACE HARDWARE	TIE DOWN		39.98
627731	DARLING ACE HARDWARE	NUTS, BOLTS		21.10
628148	DARLING ACE HARDWARE	VINYL TUBING, DOWELS, BRASS ADAPTERS		57.80
628290	DARLING ACE HARDWARE	NUTS, BOLTS, HEX BUSHINGS		12.28
628497	DARLING ACE HARDWARE	NUTS, BOLTS		2.50
628541	DARLING ACE HARDWARE	PIPE TAPER TAP		19.99
628531	DARLING ACE HARDWARE	BALL VALVE, CONNECTOR		15.98
628596	DARLING ACE HARDWARE	IRON PLUGS, BALL VALVE, CONNECTORS		19.17
628742	DARLING ACE HARDWARE	ANT KILLER		9.99
628820	DARLING ACE HARDWARE	JUTE TWINE		19.18
628939	DARLING ACE HARDWARE	FOUNTAIN PUMP		25.99
628969	DARLING ACE HARDWARE	HEX SOCKET SET		25.99
628979	DARLING ACE HARDWARE	METAL REPAIR TAPE, VENT DUCT, DUCT CLAMP		19.97
01/22/2024	DAVIS, LINDA OR MCGRAW	UB refund for account: 2708730006		388.98

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 01/19/2024 - 01/19/2024
JOURNALIZED
PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
01152024	FICKLE, KENNETH	INSPECTION SERVICES 12/1/23 - 12/31/23		1,700.00
IN102401030332	FS.COM INC	TRANSCEIVERS	2024.194	2,254.00
23-11225	GARAGE DOORS UNLIMITED	SUPPLIED & INSTALLED (3) HINGES AT MARSH		232.10
23-12135	GARAGE DOORS UNLIMITED	REPAIR ARM ON ENTRANCE DOOR AT MARSHALL		272.00
24-01053	GARAGE DOORS UNLIMITED	KEY FOB TAGS FOR FRONT DOOR (QTY 50) AT		402.30
23-12328	GARAGE DOORS UNLIMITED	SUPPLIED & INSTALLED FLUSH MOUNT ELECTRI		692.70
9947117470	GRAINGER	BODILY FLUID KITS		74.82
92296	GRAPHICS 3, INC.	BUILDING INSPECTION STICKERS		280.79
20231201	GRP ENGINEERING, INC.	ENGINEERING SERVICES - PS-11 & PS-12 CIR		956.88
20231202	GRP ENGINEERING, INC.	ENGINEERING SERVICES - MEGASITE CIRCUIT		606.88
LMN3928	GUTTERS R US, LLC	MRLEC SNOW REMOVAL & SIDEWALK SALTING 20	2024.152	4,526.40
19136	HOEKSTRA ROOFING COMPA	SERVICE CALL FOR LEAK AT PSB 11/21/23		460.00
0075773-IN	HYDROCORP	CUST: MUNMARS - INSPECTION & REPORTING D		1,350.00
0325639	IACP	IACP ID: 10053015 MEMBERSHIP DUES - LANK		190.00
D421984-IN	ILLUSTRATUS, DIVISION	ACCT NO. 01-BT508 MARSHALL HOUSE SUBSCRI		46.93
INV-1650425	INDUSTRIAL NETWORKING	SIERRA WIRELESS MANAGEMENT RENEWAL 1/1/2		180.00
09-634822	INTERSTATE BILLING SER	CARLETON EQUIPMENT - GEAR LUBRICANT, OIL		120.55
33796	J AND K PLUMBING SUPPL	VACUUM BREAKER		8.17
10/20/2023	KELLOGG, JONAH	UB refund for account: 3203320035		32.96
101752417	KIMBALL MIDWEST	PLANOGRAPH CUSTOM ASSORTMENT		598.25
1720997-20231231	LEXISNEXIS RISK DATA M	BILLING ID: 1720997 DECEMBER 2023		200.00
01/22/2024	MATTHEW HAMMONTREE	UB refund for account: 3762		50.00
1162411	MAVERICK, INC.	6K REEL TRAILER	2024.210	11,550.00
19808512	MCMASTER-CARR	OIL-RESISTANT ARAMID/BUNA-N GASKET MATER		639.22
M500-154	MEDALLION MANAGEMENT,	MARSHALL HOUSE CONSULTING FEES DEC 2023	2023.188	4,800.00
M500-155	MEDALLION MANAGEMENT,	MARSHALL HOUSE PAYROLL/INSURANCE 11/11/2	2023.188	15,552.38
IN4950691	MICHIGAN OFFICE SOLUTI	ACCT NO. MC26-S COPY OVERAGE FEE 10/1/23		304.07
2024015	MICHIGAN PUBLIC POWER	2024 MPPA DUES		1,119.50
3618	MICHIGAN PUBLIC TRANSI	2024 TRANSIT MEMBER DUES		700.00
NNS58355	NEONOVA NETWORK SERVIC	ISP TECH SUPPORT DECEMBER 2023		2,054.59
NG-594	NUTRIGRO ENVIRONMENTAL	BIOSOLIDS HAULING AND TESTING	2024.202	41,310.32
76580	PEERLESS MIDWEST, INC.	OVERHAUL #1 WELL	2024.144	31,673.00
56792086	POWER LINE SUPPLY	METER SOCKETS & HUBS		197.60
56792087	POWER LINE SUPPLY	ONE BOLT CONNECTOR		616.50
56792088	POWER LINE SUPPLY	200AMP METER SOCKET		700.00
56792089	POWER LINE SUPPLY	LED FIXTURES		2,988.00
30471	PRO SERVICES, INC.	WORK ORDER 32610 FURNACE REPAIR 11/22/23		310.00
348301	PVS TECHNOLOGIES, INC.	FERRIC CHLORIDE	2024.004	9,142.40
01042024	QLT CONSUMER LEASE SER	ACCT NO. 269-781-3559 EXTENSION BELL		13.99
01032024	QUADIENT FINANCE USA,	ACCT NO. 7900 0440 5582 9307 POSTAGE DEC		6,020.00
24-0001	QUALITY EXCAVATORS INC	PATCH SUNKEN HOLE FROM WMB ON GREEN ST.	2024.186	4,920.00
I1589	R&M SERVICE	BACKFLOW TEST AT RAINBOW TRAILER PARK 8/		250.00
01/22/2024	SHARRAR, JOSEPH & ASHL	UB refund for account: 1602620003		235.15
SI-29874	SMART HOMES, INC.	WIRELESS KEYBOARD/MOUSE, USB CABLE EXTEN		105.90
1653045731	STAPLES BUSINESS CREDI	CREDIT ACCT NO. 302063 OFFICE SUPPLIES		851.46
S013845475.001	STUART C IRBY CO	CRIMPER TOOL		2,350.00
41507	TELNET WORLDWIDE	ACCT NO. 8948 JAN 2024		1,000.66
3322-2	THE SHERWIN-WILLIAMS C	PAINT FOR CITY HALL		145.47
BC-PSINV023785	THERMALNETICS, INC	3 YEAR HVAC SERVICE AGREEMENT (YEAR 1) J	2024.027	1,040.58
16937	TIRE CITY TIRE PROS	NEW TIRES & INSTALL 2012 FORD F-250		1,212.08
198-A	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 1/8/24 - 1/14/24	2024.191	3,174.00
198-B	TOP TO BOTTOM TREE SER	TREE REMOVAL FOR STREET DEPT		2,208.00
08207	TRITERRA	MARSHALL HOUSE ENVIRONMENTAL PLAN AND RE	2023.222	320.00
08417	TRITERRA	MARSHALL HOUSE ENVIRONMENTAL PLAN AND RE	2023.222	20,176.29
123587	VC3 INC	INSTALLATION OF SERVER REPLACEMENT FOR P	2024.200	4,000.00
125815	VC3 INC	LABOR FOR SERVER REPLACEMENT AT CITY HAL	2024.200	7,680.00
9953198750	VERIZON WIRELESS	ACCT NO. 987146080-00001 JAN 2024		1,881.95
94408817	WEX BANK	ACCT NO. 0470-00-462076-1 FUEL PURCHASES		8,889.92
GRAND TOTAL:				256,067.27

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 01/26/2024 - 01/26/2024
JOURNALIZED
PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
2406388	APPLIED INNOVATION	ACCT NO. LAG783-007 MRLEC COPIER SERVICE		62.84
2024SENIOREXPO	CALHOUN COUNTY SENIOR	2024 CALHOUN COUNTY SENIOR EXPO REGISTRA		95.00
01/26/2024	CANTRELL, CAMERON	UB refund for account: 701720029		170.73
50069	CITY OF COLDWATER	CUST NO. 2590 SEMI-ANNUAL "BEAST" REPAIR		4,123.51
01262024	CITY OF MARSHALL	PETTY CASH REIMBURSEMENT FOR MARSHALL HO		99.99
628431	DARLING ACE HARDWARE	COMPUTER SURGE PROTECTOR		27.99
0017855	ENG., INC.	S KALAMAZOO AVE IMPROVEMENTS ENGINEERING	2023.282	307.50
0017857	ENG., INC.	S KALAMAZOO AVE IMPROVEMENTS CONSTRUCTIO	2023.282	312.50
0017856	ENG., INC.	CONSTRUCTION ENGINEERING - LEGGITT AND E	2023.226	1,372.50
01222024	ERB, JASON	BOOT ALLOWANCE - ERB, JASON		263.31
23-12268	GARAGE DOORS UNLIMITED	SUPPLIED & REPLACED CABLES ON DOOR AT PS		384.40
01022024	HERITAGE CLEANERS	ACCT NO. 100243 DRY CLEANING SERVICE FOR		215.00
D416780-IN	ILLUSTRATUS, DIVISION	ACCT NO. 01-BT508 MARSHALL HOUSE SUBSCRI		46.93
01/26/2024	KYLEE BIRD	UB refund for account: 2414		50.00
01222024	LERETA, LLC	REFUND PARCEL #53-003-511-00 & 53-002-31		1,077.85
23-0056BLS	MARSHALL AREA FIRE FIG	BLS TRAINING 12/12/23 - 12/13/23		675.00
01192024	MARSHALL MANUFACTURER'	2024 ANNUAL MEMBERSHIP DUES - PERRY, DER		300.00
2023.01DD #2	MARSHALL PUBLIC SCHOOL	2024 DADDY DAUGHTER DATE NIGHT FACILITY		63.30
12152023	MARSHALL ROTARY CLUB	ROTARY EXTRA AD FOR 2023 - FARMER'S MARK		100.00
01/26/2024	MILLER, COLT	UB refund for account: 3204440029		33.50
15473	PROSHRED SECURITY	MRLEC SHRED SERVICES THROUGH 1/8/24		105.00
01/26/2024	RONNING, MADISON	UB refund for account: 1900980037		25.62
2133960	STANTEC CONSULTING MIC	RATE STUDY - WATER, WASTEWATER, & FIBER	2024.006	1,950.00
382424	SUNBELT SOLOMON SERVIC	300 KVA PADMOUNT TRANSFORMER QUOTE#Q8430	2024.084	26,745.00
199	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 1/15/24 - 1/21/2	2024.191	5,244.00
0566748	WJE WISS, JANNEY, ELS	BROOKS FOUNTAIN INVESTIGATION, RESEARCH,	2023.196	5,005.00
GRAND TOTAL:				48,856.47

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 01/30/2024 - 01/30/2024
JOURNALIZED
PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
1000217903	CUSTOM TRUCK ONE SOURC	2023 FREIGHTLINER M2106 BUCKET TRUCK STO	2024.214	231,360.00
GRAND TOTAL:				231,360.00

ITEM: 7.C
ADMINISTRATIVE REPORT

TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
DATE: February 5, 2024
SUBJECT: **CITY DRUG AND ALCOHOL TESTING POLICY - APPENDIX B UPDATE**

Several Departments of the City require the use of a Commercial Driver's License (CDL) by the employees in the operation of City-owned trucks and buses. As such, the operation of the vehicle is deemed a safety-sensitive function by the Federal Transit Administration (FTA) and the Michigan Department of Transportation (MDOT). As an employer of safety sensitive positions, and to comply with Federal and State standards regarding such positions, we are required to develop and implement a drug and alcohol testing program designed to help prevent accidents and injuries resulting from the misuse of alcohol and prohibited drugs by employees who perform safety-sensitive functions in the public transportation industry, and to deter and detect the use of prohibited drugs by covered employees. Along with that requirement comes periodic audits and reviews by the regulatory agencies.

MDOT completed their triennial review on November 29, 2023 with the City. As a result of the review, the City must update Federal Transit Administration's Appendix B of the current drug and alcohol testing policy on or before February 16, 2024.

The updates include:

- Tracy Hall’s change of title
- New Medical Review Officer assigned by our testing consortium
- Change in testing facilities due to availability and qualifications

No other changes are required or being made to the policy at this time.

BUDGET IMPACT:
No budget impact.

RECOMMENDATION:
Approve the City's current drug and alcohol testing policy Appendix B update as presented.

APPENDIX B

COMPANY DESIGNATED SERVICE PROVIDERS FOR DRUG AND ALCOHOL TESTING

1. Company Drug and Alcohol Testing Program Contact

For all questions concerning the City of Marshall's policy or implementation of the City of Marshall's drug and alcohol testing program, employees should contact the individual(s) named below:

Name:	Tracy Hall
Title:	Payroll / Benefits Coordinator
Address:	323 West Michigan Ave Marshall, MI 49068
Email Address:	thall@cityofmarshall.com
Phone Number:	269-781-5183

2. Drug Testing Laboratory

The following DHHS-certified laboratory has been designated by the City of Marshall to conduct the analysis of all urine specimens tested under the terms of this policy.

Name:	LabCorp
Address:	60 First Avenue Raritan, NJ 08869

3. Medical Review Officer

The following physician(s) has been designated by the City of Marshall to perform Medical Review Officer functions for all drug tests conducted under the terms of this policy.

Name:	Abraham J Hammell, DO
Address:	11800 Exit Five Pkwy, Suite 120 Fishers, IN 46037
Phone Number:	888-794-6574
Fax Number:	866-355-1297

4. Substance Abuse Professional

Substance Abuse Professional (SAP) services, including information, referral, assessment, and evaluation, are available from the following Company-designated individuals and/or organizations:

Name:	New Way Counseling (Anta Lutz-Ling)
Address:	1128 South Westnedge Avenue Kalamazoo, MI 49008
Phone Number:	269-552-9134

Name:	Plainwell Counseling Center (Cheryl Parente-Roggow)
Address:	319 Part Street Plainwell, MI 49080
Phone Number:	269-685-9401

5. Approved Specimen Collection Sites

The facilities listed below are authorized to conduct urine specimen collection in accordance with 49 CFR Part 40 for the purpose of any controlled substance test required by The City of Marshall:

Name:	TestSource Lab
Address:	3414 Lovers Lane, Suite A Kalamazoo, MI 49001
Phone Number:	269-216-3668
Fax Number:	269-216-3986

Name:	Oaklawn Hospital
Address:	200 N Madison Street Marshall, MI 49068
Phone Number:	269-781-4271

Name:	Ascension Michigan Employer Solutions
Address:	2845 Capital Ave SW, Suite 206 Battle Creek, MI 49015
Phone Number:	269-962-0790
Fax Number:	269-962-0828

ITEM: 7.D
ADMINISTRATIVE REPORT

TO:	Honorable Mayor and City Council
FROM:	Derek N. Perry, City Manager Eric Zuzga, Director of Community Services Justin Miller, Parks and Recreation Superintendent
DATE:	February 5, 2024
SUBJECT:	**2024 COUNTY PARK MILLAGE REPORT**

In 2020, voters approved a county wide millage for parks. The millage rate is .2 mills for five years. In year three of the 5-year county millage, the allocation for the City of Marshall parks is estimated at $22,798.54.

City Staff intends to use this year's allocation combined with funds from the Cronin Foundation and ARPA funds to be used towards Riverwalk repairs on the east portion of the Riverwalk. We intend to release a bid on the work in the next month or two once the necessary EGLE permits have been secured.

BUDGET IMPACT:
$22,798.54 will be available from the dedicated County park millage for use to repair the Riverwalk.

RECOMMENDATION:
Authorize submission of the Calhoun County 2023 Parks Millage Allocation Report, accept the 2024 Allocation Request in the amount of $22,798.54 and authorize the City Manager and City Clerk to sign the necessary documents.

General Instructions:

- All communities that received an allocation must complete the following reports. Section 1 asks how a community used (or did not use) its 2023 allocation. Section 2 covers if a community accepts or declines its 2024 millage allocation.
- Communities declining their allocation must sign and submit the form, leaving most fields blank, other than the notice of declining. Documentation of approval of this form by a local government body, such as meeting minutes when action was taken or a resolution by the governing body, is required. Minutes or a resolution can be provided after February 15th but should be on the following meeting agenda.
- This information will be used to advise staff, citizens, committee members, and elected officials on how the County Parks Millage funds are being spent by local municipalities.

Financial and reporting guide:

- Municipalities must be able to report on Parks Millage funds separately from general park expenditures. The end of year millage report requires millage expenses be separated from general or other operating fund parks expenses.
- The allocation request and year-end millage reports are due on February 15th. Municipalities will be contacted prior to the due date with a reminder and instructions.
- Municipalities can maintain a balance of funds up to three years' worth of allocations. Municipalities that have not submitted any plans to spend funds between 2021-2023 will not receive a fourth-year allocation unless significant planning or progress is shown. Municipalities in this situation must reach out to Parks Director, Doug Ferrall, at 269-781-0769 for a one-on-one meeting.
- Municipalities that fail to complete this form forfeit their allocation. Forfeited funds will be placed back into the municipal allocation pool and divided proportionately among remaining municipalities.

What can millage funds be used for?

Millage funds must be used in accordance with the ballot language citizens approved on Aug. 4, 2020. It reads, millage funds will "be used and dispersed for the purpose of maintaining, operating, preserving, acquiring, and developing parks in Calhoun County." See the list below for examples.

Capital repairs or replacements	Park acquisitions	Park amenities
Additional park maintenance	Matching funds	Park planning and engineering

What can't millage funds be used for?

Parks requiring an entry fee	Parks that are not open to the public
Recreation leagues	Athletic fields that are not open to the public
Sports programming	Replacing local municipality parks funding
Cemeteries	

*Municipalities that have ideas that fall outside the guidelines of this document must contact Calhoun County Parks staff to discuss the proposal. All proposals will be reviewed on a case-by-case basis.

Timeline/Due dates

Allocation request and previous year's report due	February 15th, 2024
Allocations sent to municipalities	Early May 2024

City of Marshall

Section 1: 2023 Allocation Report

Complete the following to explain how your municipality used its 2023 local share of the park millage.

2023 Allocation Financial Report:

1.	2023 County millage allocation		$19,687.74
2.	Balance from 2021-22 allocations		$25,769.22
3.		**Total**	**$45,456.96**
4.	2023 Millage expenses		
	4a. Salaries and fringe		$_____
	4b. Contractual services		$_____
	4c. Supplies and equipment		$_____
	4d. Other_____		$_____
	_____		$_____
5.	Total millage expenditures (Add lines 4a through 4d)		$_____
6.	Ending millage balance (Subtract line 4 from line 3)		$ 45,456.96

Ending millage balance must less than $38,359.19 to receive a fourth-year allocation.

What did you accomplish with your 2023 millage allocation?

The City has been working with a consultant to design a major rehabilitation for the Stuart's Landing to Marshall Ave section of the Riverwalk. We intend to go out forr bids in 2024 for the first section of this project.

How did your results differ from your original proposal?

Costs have increased dramatically from the first year of planning. We need another year to ensure we have adequate resources.

Was millage money used as matching funds for state, federal, or local grants?

☐ Yes ■ No If yes, how much grant money was awarded? $_____

Section 2: 2024 Allocation Request

The following reviews if/how your municipality intends to use its 2024 local share of the parks millage. Please note the allocation below is an estimate and will change based on actual taxes collected.

City of Marshall's 2024 Park's Millage Allocation estimate is **$22,798.54**

Municipal allocation commitment

■ City of Marshall accepts its millage allocation.

☐ City of Marshall declines its millage allocation.

☐ City of Marshall has not spent one year's worth of allocations and is not eligible for a fourth-year allocation.

Project(s) Description – Please explain if/how you plan to spend the 2024 Park Millage Allocation

The City of Marshall will be using the allocated millage funds to make improvements to the Marshall Riverwalks eastern section near Stuarts landing. This is the original section.

Project Type(s):
Check all that apply

- ☒ Capital Replacement
- ☒ Additional Maintenance
- ☐ Planning or Engineering
- ☐ Other (explain below)
- ☐ New Capital Improvement
- ☐ Equipment
- ☐ No project in 2024:

Estimated Budget:

Salaries and fringe	$
Contractual services	$ 60,000
Supplies and equipment	$ 240,000
Other:	$
Other:	$
Total Budget	$

How would your municipality fund the ongoing maintenance of this project(s) if the millage isn't renewed at the end of the five-year period?

The City of Marshall has began to implement a 10% maintenance fund for any existing park or any new additions to our parks.

☒ City of Marshall does herby certify that Calhoun County Parks Millage funding is not being used to replace existing municipal park funding and that these funds are being used to expand the quality of parks in our community.

Documentation

☒ Municipalities must provide documentation of approval of this form by a local government body such as meeting minutes where action was taken or a resolution by the governing body.

February 6, 2024
Date

Authorized official signature

February 5, 2024
Date of approval of local governing board (Township board, city, or village council).

Derek Perry
Authorized official printed name

City Manager
Authorized official title

Additional comments/space:

The city has contracted with MCSA Group to design a replacement of the sectio nof the Riverwalk from Stuart's Landing to Marshall Avenue. We have $200,000 budgeted from ARPA and a local foundation which will be combined with the County allocation to complete a repair on this section of the Riverwalk. This will lead to a safer trail with a more up to date design.

It has been necessary for the City to wait for the 4th year to ensure there is adequate resources for this project.

ITEM: 7.E
ADMINISTRATIVE REPORT

TO:	Honorable Mayor and City Council
FROM:	Derek N. Perry, City Manager Kevin Maynard, Director of Electric Utilities Christy Ramey, Purchasing
DATE:	February 5, 2024
SUBJECT:	**ELECTRIC DEPARTMENT BUCKET TRUCK PURCHASE**

On July 17, 2023, City Council approved placing a build order with Altec for a bucket truck to replace Electric Department vehicle 324 at an estimated cost of $428,178.00. This bucket truck was scheduled for replacement in 2022. Unfortunately, the Altec price of $428,178 is a non-firm estimate with the contract stipulation that final pricing will be provided to the City 12 months prior to scheduled delivery of the unit. Estimated delivery of this new Altec bucket truck is 2028.

During the week of January 8, all three Electric Department bucket trucks were out of service for a variety of issues. The City of Coldwater lent the Electric Department a bucket truck, but it was discovered that this truck had failed to pass dielectric tests and could not be used near energized power lines. On January 17, a bucket truck was rented from United Rental for one month at a cost of $7,471.94.

While investigating used trucks and long-term rental options, staff learned that the Village of Clinton and City of Hillsdale recently purchased new bucket trucks from Custom Truck of Grass Lake, Michigan. Clinton and Union City were both pleased with the bucket trucks they purchased, and the units were available almost immediately.

Custom Truck had a number of new and used bucket trucks available, including a 2023 55-foot Terex four-wheel drive bucket truck for $231,360 that suits the Electric Department's needs. This truck was available on a first come, first served basis. After conferring with the City Manager, the City purchased the bucket truck under the emergency purchase provision and it was delivered on January 31.

BUDGET IMPACT:
The $231,360 will be expensed out of the City Electric Fund.

RECOMMENDATION:
Affirm the purchase of a bucket truck for the Electric Department from Custom Truck in the amount of $231,360.00.

CUSTOM TRUCK ONE SOURCE™

Remit To: 7701 Independence Ave. Kansas City, MO 64125

Custom Truck & Equipment, LLC
7701 Independence Ave.
Kansas City, MO 64125

SALES INVOICE

ORDER NUMBER:	1000217903
Invoice Date:	01/25/24
Total Due	$231,360.00
Due Date	01/25/24
Branch	Jackson Office
Delivery Method	FTL
Delivery Terms	EXW

Bill To:
CITY OF MARSHALL
323 W MICHIGAN AVE
MARSHALL, MI - 49068

Ship To:
CITY OF MARSHALL
323 W MICHIGAN AVE
MARSHALL, MI - 49068

For questions regarding your invoice - contact (816) 241-4888

Customer #	Customer Purchase Order	Doc Date	Sales Representative	Division	Store
81790	PO#: 2024.214	01/25/24	RHONOWAY	USA	JAC

Qty	Item	Description	Unit Price / Rate	Ext. Price
1	100_02115	FREIGHTLINER M2106/TC55 OPTIMA	$229,235.00	$229,235.00

Ex Works: UNION GROVE, WI

CHASSIS VIN: 3ALDCXFE6RDVE1014
SERIALIZED BEDS & BODIES S/N: DB63810

Unit Attributes:

CHASSIS MODEL:M2106	CHASSIS MAKE:FREIGHTLINER
CHASSIS YEAR:2023	CHARACTERISTIC TYPE:55' BUCKET TRK
NEW/USED:NEW	ENGINE MAKE:CUMMINS
CHASSIS CLASS:CLASS 7 CHASSIS	ENGINE MODEL:L9 D
TRANSMISSION MODEL:3000RDS	AXLE CONFIGURATION:4X4
BRAKES:AIR	ATTACHMENT MODEL:TC55 OPTIMA
ATTACHMENT MAKE:TEREX UT	ATTACHMENT YEAR:2023
BED/BODY MAKE:DAKOTA BODIES	BED/BODY MODEL:DBITC55MU120UL
PTO OPTIONS:YES	E-PTO:NO
CA OR CT:124	WHEELBASE:190
FRONT AXLE CAPACITY:14000	REAR AXLE CAPACITY:21000
FRAME:111253564385	CAB TYPE:REGULAR CAB
REAR SUSPENSION:SPRING	TAG AXLE:NONE
PUSHER AXLE(S):NONE	G.V.W.R.:33000
ON-HWY/OFF-ROAD:ON-HIGHWAY	

1	750_00010	FREIGHT-WHOLEGOODS DELIVERY	$2,125.00	$2,125.00

Ex Works: UNION GROVE, WI
SUBJECT TO CUSTOMER FINAL APPROVAL

Sale	$231,360.00
Misc.	$0.00
Tax	$0.00
Prepayments	$0.00
TOTAL	**$231,360.00**

JobID: 9464849691349293000IS606PF

ITEM: 10.A
ADMINISTRATIVE REPORT

TO:	Honorable Mayor and City Council
FROM:	Derek N. Perry, City Manager William Dopp, Finance Director/ City Treasurer
DATE:	February 5, 2024
SUBJECT:	**JULY 1, 2024 – JUNE 30, 2030, CAPITAL IMPROVEMENT PROGRAM (CIP) ADOPTION**

Each year, Council is presented with a Capital Improvement Program (CIP) which is the *guide* for future capital improvements for the City of Marshall. Through the CIP process, the groundwork has been laid to ensure that capital improvements are identified and prioritized. The resources to provide those needs are also analyzed. The proposed CIP is published on the City's website on the Finance Department's home page, and was included in the Council packet for the January 16, 2024 Council meeting.

The Marshall City Planning Commission held a public hearing at its December 13, 2023 regular meeting. The Planning Commission's role is to review the CIP to make certain it addresses any priorities included in the Master Plan for Future Land Use or any capital improvement that will require site plan review. No public comments were heard on the CIP. The Planning Commission accepted and recommended Council approval of the CIP.

On January 16, 2024, the Council scheduled a public hearing for February 5, 2024 to receive comments on the proposed Capital Improvement Program. Following the public hearing, Council will be asked to adopt the CIP as presented or with any changes the Council deems necessary.

BUDGET IMPACT:
There is no budget impact as this is a planning document only.

RECOMMENDATION:
Approve the July 1, 2024, through June 30, 2030, Capital Improvement Program (CIP) as presented.

FUND	Department	Project Title	Priority Ranking	Estimated Useful Life	Source of Funding	Project Narrative/Purpose	2024-2025 Expenditure	2025-2026 Expenditure	2026-2027 Expenditure	2027-2028 Expenditure	2028-2029 Expenditure	2029-2030 Expenditure	City Expenditure	Other Funds or Grant Share	Total Expenditure
101	DPW	DPW building master plan	2	10	General Fund	I would like to add a DPW building master plan, to maximize space for the building at 619 Homer Rd. This will help the city understand the changes needed to maximize space.	$40,000						$40,000		$40,000
101	DPW	South Driveway Improvements	1	30	General Fund	The south door out of the DPW garage is narrow and the driveway has a small radius curve immediately outside the building which prevents the door from being used by some DPW equipment. This project would include widening the north (entry) and south (exit) door of the DPW garage and installing a new driveway connecting the south door to Homer Road. This would allow all vehicles to use the south door safely. This would prevent the vehicles that currently don't fit from having to back up 200' inside the building to exit the building after loading/washing. Currently, 1 vehicle doesn't fit out the south door. In the future, however, plow trucks are expected to get wider and will not be able to fit out the door.		$75,000					$75,000		$75,000
101	PSB	Carpet Replacement	2	12	General Fund	Replace approx. 9,786 sq. ft. of carpet on the 1st and 2nd floors of PSB including lobby and hallways.	$25,000	$25,000					$50,000		$50,000
101	PSB	Asphalt Mill and Pave			General Fund	Mill and Pave sections of asphalt behind fence		$25,000				$25,000	$50,000		$50,000
101	City wide	S Kalamazoo Pathway - River District	2	20	General Fund	10-foot-wide pathway along the east side of Kalamazoo Ave to create a stronger connection between the Downtown and the River District. Amenities would match our downtown benches and trash cans. The concept would also include similar lighting to the downtown, although that is not part of the estimate provided by the consultant. The plan also incorporates completing the sidewalk gaps along the west side, but at a standard width used throughout the City.	$465,000						$465,000		$465,000
101	City wide	Sidewalk repairs		20	General Fund	Sidewalk Repairs	$25,000	$25,000	$25,000	$25,000	$25,000		$125,000		$125,000
						TOTAL	**$555,000**	**$150,000**	**$25,000**	**$25,000**	**$25,000**	**$25,000**	**$805,000**	**$0**	**$805,000**
101	Parks	Stuarts Landing Improvements	3	30	Grants & other	Rehabilitation of Stuart's Landing including the following updates: replace canoe/kayak launch, a new shelter, a linear path around the site, improved shoreline and river access, and related improvements.			$910,000				$0	$910,000	$910,000
101	Parks	Repair Brooks Fountain	1	25	General Fund	The Brooks Fountain is in need structural repairs	$750,000						$750,000		$750,000
101	Parks	Carver Park Fountain Replacement/Repair	2	30	General Fund	Carver Park Fountain has been deteriorating for several years. After a review of the fountain and discussions with Council the decision was made to utilize the fountain until the end of it's useful life and then execute a complete replacement.	$40,000						$40,000		$40,000
101	Parks	Riverwalk Repairs Phase 1	1	30	General Fund	Replace structural beams along riverwalk. Fix and replace fencing and deckboards. Trim and remove trees throughout riverwalk.	$350,000						$350,000		$350,000
101	Parks	Riverwalk Repairs Phase 1B			General Fund	Replace structural beams along riverwalk. Fix and replace fencing and deckboards. Trim and remove trees throughout riverwalk.		$200,000					$200,000	$150,000	$350,000
101	Parks	Riverwalk Repairs Phase 2			General Fund	Replace structural beams along riverwalk. Fix and replace fencing and deckboards. Trim and remove trees throughout riverwalk.			$200,000				$200,000	$150,000	$350,000
101	Parks	Riverwalk Repairs Phase 2B			General Fund	Replace structural beams along riverwalk. Fix and replace fencing and deckboards. Trim and remove trees throughout riverwalk.				$500,000			$500,000		$500,000
101	Parks	Riverwalk Repairs Phase 3			General Fund	Replace structural beams along riverwalk. Fix and replace fencing and deckboards. Trim and remove trees throughout riverwalk.					$500,000		$500,000		$500,000
101	Parks	Riverwalk Repairs Phase 3B			General Fund	Replace structural beams along riverwalk. Fix and replace fencing and deckboards. Trim and remove trees throughout riverwalk.						$500,000	$500,000		$500,000
101	Parks	Riverwalk Extension	3	30	General Fund	Extend Riverwalk west of Kalamazoo towards Historic Bridge Park, partner with County						$3,500,000	$0	$3,500,000	$3,500,000
101	Parks	Athletic Field Renovations	2	7	General Fund	Athletic Field Resurface, clay replacement for pitching areas and batters boxes, level outfield with sand, replace all base pegs, new bases for all fields, fencing repairs		$100,000					$100,000	$75,000	$175,000

FUND	Department	Project Title	Priority Ranking	Estimated Useful Life	Source of Funding	Project Narrative/Purpose	2024-2025 Expenditure	2025-2026 Expenditure	2026-2027 Expenditure	2027-2028 Expenditure	2028-2029 Expenditure	2029-2030 Expenditure	City Expenditure	Other Funds or Grant Share	Total Expenditure
101	Parks	Ketchum Park Great Lawn	2	50	General Fund	LOWER KETCHUM COMMONS AND PROMENADE Work related to the establishment of the lower lawn commons, drainage system, and its perimeter pedestrian walkway. Also included is the main path between parking on Montgomery Street and the Rotary Bridge. Construction Cost: $143,000 Construction and Soft Costs: $185,900						$1,285,900	$0	$1,285,900	$1,285,900
101	Parks	Ketchum Park Parking Lot	4	15	General Fund	Mill and repave parking lot/paint parking spots				$35,000			$35,000		$35,000
101	Parks	Sand Volleyball Court Renovations	2	20	General Fund	Replace all fencing at Volleyball courts, remove current sand and equipment. Replace with sugar sand. Replace post with new. Replace nets.		$100,000					$100,000	$100,000	$200,000
101	Parks	Skate Park Equipment	2	30	General Fund	Adding up to date & safe skateboard equipment to existing skatepark	$100,000						$100,000	$100,000	$200,000
101	Parks	Kids Kingdom Renovation	2	30	General Fund	Replace dilapidated equipment with new equipment @ Kids Kingdom. Update with state of the art play structure with accessible equipment for all.				$1,000,000			$0	$1,000,000	$1,000,000
						TOTAL	**$1,240,000**	**$400,000**	**$1,110,000**	**$1,535,000**	**$500,000**	**$5,285,900**	**$3,375,000**	**$7,270,900**	**$10,645,900**
101	Fire	Storage Shed	2	20	General Fund	Fire Department has very little storage area for maintenance equipment. We are currently using an old trailer to store lawn equipment and other limited use items. Marshall High School wood shop teacher has volunteered to build shed if we buy materials. I have material list for a 12X20 storage shed with an overhead door to store all this equipment.	$25,000						$25,000		$25,000
101	Fire	Self-Contained Breathing Apparatus	3	10	General Fund/Grants	Our current Self Contained Breathing Apparatus was purchased in the beginning of 2018. They have a life expectancy of 10 to 15 years. This is mandated by MIOSHA and is National Fire Protection Association and Manufactures recommendations. We will need to replace these by the end of 2031.						$250,000	$250,000		$250,000
101	Fire	Auxiliary Fire Equipment	4	25	General Fund	We have auxiliary equipment such as compressor and fill station for SCBA Bottles and Oxygen Bottles and a hose washer for cleaning soiled fire hose after fires. These are items that will eventually need replaced in the future. They last a long time be we need to plan for replacement through the CIP. Is it better to plan a yearly contribution to CIP or just fund we needed if they need replaced.						$75,000	$75,000		$75,000
101	Fire	Staff Vehicles	2	10	General Fund	Replace a 2013 and 2015 Ford Inceptor former MPD Vehicle with a Pickup Truck or SUV that is better suited for Fire Dept. needs. These vehicles were hard use as MPD vehicles before MFD received them. Average life span as a MPD vehicle is 5 years and then re-purposed or sold to another department or outside buyer for lighter use. Would like a Pickup to replace vehicle currently used by MFD Fire Inspection Division. This pickup could serve multi purposes for MFD. Of course to be used by Inspection Division to conduct inspections and respond to emergencies if needed during this time, used as a plow truck to keep parking lot and front ramp cleared of snow, used to pick up and transport equipment after a fire or when needed. Fire Chief vehicle could be replaced with either a truck or suv for use by Chief and be set up as a command and control vehicle for emergency scenes.	$60,000		$60,000				$120,000		$120,000
101	Fire	Replace Fire Engine	1	20	General Fund	Replace Fire Engine	$800,000						$800,000		$800,000
101	Fire	Audio Visual Upgrades	2	10	General Fund	Audio visual upgrades to the Training Room	$25,000						$25,000		$25,000
						TOTAL	**$910,000**	**$0**	**$60,000**	**$0**	**$0**	**$325,000**	**$1,295,000**	**$0**	**$1,295,000**

FUND	Department	Project Title	Priority Ranking	Estimated Useful Life	Source of Funding	Project Narrative/Purpose	2024-2025 Expenditure	2025-2026 Expenditure	2026-2027 Expenditure	2027-2028 Expenditure	2028-2029 Expenditure	2029-2030 Expenditure	City Expenditure	Other Funds or Grant Share	Total Expenditure
101	Police	Taser Upgrade	3	5-7 years	General Fund	The Police Department issues each sworn officer the Axon Taser X-2 weapon as a less than lethal use of force option. National studies have shown the Taser as an effective means of applying force at a distance, thus minimizing the risks of injury to patrol officers from a physical altercation. Axon only warranties their devices for 5 years, and have typically phased in a newer model every five years. As they are a weapon that can cause injury or death, we should strive to keep the warranty in place. This is both for officer safety (if Taser malfunctions due to age), and to some degree of liability mitigation, as Taser may not legally support us if we are using an out of warranty device.				$35,000			$35,000		$35,000
101	Police	Vehicle Changeover	2	5	General Fund	Cover labor to outfit all equipment to new vehicle, buy emergency lighting, radio and equipment console, weapons rack, video camera and radio upgrades, radars, bumpers, cage with restraints, and decal the vehicle for police use.	$30,000	$30,000	$30,000				$90,000		$90,000
101	Police	Firearm Replacement	3	10-15 years	General Fund	Replacement of glock pistols and shot guns. Includes red dot sights, holsters and accessories.			$30,000				$30,000		$30,000
101	Police	Community Camera Project	2	5-7 years	General Fund	A community camera program is an integrated camera system that will improve the safety of the Marshall Community. The program includes surveillance cameras at the city parks, traffic cameras to monitor high traffic areas, and software that will use LPR, AI, and dispatch integration to assist law enforcement and first responders.		$250,000						$250,000	$250,000
101	Police	MVR/Body Camera Change Over	1	5-7 years	General Fund	Moble Car Camera and Body Camera replacement.	$140,000						$140,000		$140,000
						TOTAL	**$170,000**	**$280,000**	**$60,000**	**$35,000**	**$0**	**$0**	**$295,000**	**$250,000**	**$545,000**
202	Major Streets	West Drive and Verona Road Reconstruction	2	15	Small Urban Grant/Act 51	Reconstruction of West Dr. from W. Michigan Ave. to Verona and Verona Rd. from West Dr. to W. Mansion St. and the extension of sidewalk routes on the south side of Verona. Project has been designated as an MDOT Small Urban Proj. with $385,000 in federal funding allocated.	$385,000						$0	$385,000	$385,000
203	Local Streets	Replace and Mill/Pave High St	2	25	Act 51	Part of the Watermain Replacement Project for High St between Michigan Ave. and Forest St. The watermain replacement will be resurfaced, remaining area will be mill and pave. Sidewalks and ADA ramps will be installed as needed.	$330,000						$330,000		$330,000
203	Local Streets	Fountain St. Paving	2	25	Act 51	Part of the Watermain Replacement Project for Fountain St between W. Hanover to Arms St. The watermain replacement will be resurfaced, remaining area will be mill and pave. Sidewalks and ADA ramps will be installed as needed.	$183,000						$183,000		$183,000
						TOTAL	**$898,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$513,000**	**$385,000**	**$898,000**
207	MRLEC	MRLEC Flooring	3	10	MRLEC Operations	MRLEC building has several capeted areas that are highly trafficked, The carpet will be 10 years old in 2025	$50,000						$50,000		$50,000
207	MRLEC	Front Parking Lot Expansion	3	40	MRLEC Operations	A need for additional parking has been identified at MRLEC. There are numerous times each month where the parking lot is overflowing because of trainings or events at MRLEC. The expansion will help solve this issue. The estimated cost (with assistance of the Marshall DPW) of expanding the parking lot is $50,000. The new section will be added to the 5 year maintenance schedule for resurfacing.		$100,000					$100,000		$100,000
207	MRLEC	MRLEC Barn Expansion	1	40	MRLEC Operations	The MRLEC agencies have identified a need for an added secured storage area for vehicles held for evidence. Currently we are all being asked to hold vehicles for evidence when involved in major crimes. The delayed time frame is leading to vehicles being parked in the storage area of our shared barn. An addition is being proposed to be added to the MRLEC barn to individually secure 8-10 vehicles. The building would be on the east side of the building and would require new construction.			$250,000				$250,000		$250,000
						TOTAL	**$50,000**	**$100,000**	**$250,000**	**$0**	**$0**	**$0**	**$400,000**	**$0**	**$400,000**

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208	Recreation	Replacement of Athletic Field Light System	3	30	Recreation Fund	The current lights on diamond #1 & #2 are approaching the end of their expected life. The entire system should be replaced.				$300,000			$300,000		$300,000
208	Recreation	Seal Coating Athletic Field Parking Lot & Pathways. Striping of Parking Lot	4	12	Recreation Fund	Seal Coating Athletic Field Parking Lot & Pathways is considered routine maintenance.	$50,000					$50,000	$100,000		$100,000
208	Recreation	Athletic Fields- Batting Cages	2	15	Recreation Fund	Two batting cages-35'x70'			$30,000				$30,000		$30,000
208	Recreation	Eaton Park Development	2	30	Recreation Fund/Local Grants	Construction of a new park facility that would provide pickle ball courts, splash pad, bathroom facility, new ADA improvements for accessing the athletic fields from the south, new playground, parking lots, and a basketball court.	$3,000,000						$0	$3,000,000	$3,000,000
208	Recreation	Recreation Athletic Facility	4	30	Grants/Fund Raising	Construction of a Recreation Center that would include 2 basketball courts, community room, etc					$6,000,000		$6,000,000		$6,000,000
						TOTAL	**$3,050,000**	**$0**	**$30,000**	**$300,000**	**$6,000,000**	**$50,000**	**$6,430,000**	**$3,000,000**	**$9,430,000**
211	Farmer's Market	Farmer's Market Pavilion	3	40	Farmer's Market/Donations	Farmer's Market pavilion will include a covered area for the farmer's market. The space design will consider supporting a winter market, event space (in conjunction with social district), and maintaining parking.			$500,000				$500,000	$500,000	$1,000,000
						TOTAL	**$0**	**$0**	**$500,000**	**$0**	**$0**	**$0**	**$500,000**	**$500,000**	**$1,000,000**
247	NE NIA	Eastside Redevelopment Infrastructure	1	20	NIA TIF Capture	Infrastructure necessary to allow the redevelopment of the Land Bank property off of East Dr/Mann. Extension of water, sewer, storm sewer, roads, and sidewalks for the development. Does not include electric or fiber extension at this time.			$1,341,900				$1,341,900		$1,341,900
247	NE NIA	Mann Extension	3	20	NIA TIF Capture	Infrastructure necessary to allow the extension of Mann to O'Keefe allowing the development of 10 acres for additional housing opportunities. Extension of water, sewer, storm sewer, roads, and sidewalks for the development.	$1,520,700						$1,520,700		$1,520,700
247	NE NIA	Pratt Park Future Phases	3	20	NIA TIF Capture	Infrastructure necessary to allow for the development of future phases of Pratt Park for housing opportunities. Extension of water, sewer, storm sewer, roads, and sidewalks for the development.					$3,172,800		$3,172,800		$3,172,800
247	NE NIA	Briarwood Extension	1	20	NIA TIF Capture	Infrastructure necessary to allow the development of Briarwood and the extension of Forest to O'Keefe. Extension of water, sewer, storm sewer, roads, and sidewalks for the development.	$547,100						$547,100		$547,100
						TOTAL	**$2,067,800**	**$0**	**$1,341,900**	**$0**	**$3,172,800**	**$0**	**$6,582,500**	**$0**	**$6,582,500**
248	Downtown Development Authority	South Activation Zone	2	30	General fund Loan/RAP Grant	The City and DDA have embarked on design for a Activation Zone in the area including parking lots 9, 10, and 11 as well as improved garbage management and a social area within Lot 10. On street parking is also part of the project in the 200 block of West Green Street and the 100 block of South Jefferson Street.	$300,000						$300,000	$654,400	$954,400
248	Downtown Development Authority	North Activation Zone	2	30	DDA Revenues/Grants	The proposed Social Area will be a 4,000 square foot community area with tables and chairs in the northern portion of lot 10 along the south alley. The proposed trash component will be a coral for business use. The businesses to be served are those located along Michigan Avenue between Eagle Street and Jefferson Streets.				$500,000	$100,000		$600,000		$600,000
248	Downtown Development Authority	DDA Parking Lots (8,13,14,15)	2	15	DDA Revenues	Mill and pave downtown parking lots #8, 13, 14, 15			$78,400				$78,400		$78,400
248	Downtown Development Authority	DDA Parking Lots (1, 4, 5, 6, 7)	2	20	DDA Revenues	Mill and pave downtown parking lots #1, 4, 5, 6, 7	$115,200						$115,200		$115,200
248	Downtown Development Authority	Sound System Upgrades	3	15	DDA Revenues	Improve the downtown sound system and incorporate cameras for events and securoty. This is an estimate as this has not been explored with vendors at this time.		$90,000					$90,000		$90,000
						TOTAL	**$415,200**	**$90,000**	**$78,400**	**$500,000**	**$100,000**	**$0**	**$1,183,600**	**$654,400**	**$1,838,000**

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250	LDFA	Oliver Drive Extension	3	30	LDFA reserves and possible Bond	Extension of Oliver Drive, water, and sewer infrastructure to serve over 100 acres of undeveloped Industrial zoned property					$550,000		$550,000		$550,000
250	LDFA	Udell Property Lift Station	3	30	LDFA reserves and possible Bond	Addition of a new sanitary lift station to serve 100+ acres of industrial zoned property. Exact location of station on property to be determined.				$400,000			$400,000		$400,000
250	LDFA	Land Acquisition	2	50	LDFA reserves and possible Bond	Explore land acuisition possibilities.	$500,000						$500,000		$500,000
250	LDFA	Pedestrian Path LDFA	2	15	LDFA reserves and possible Bond	Construction of an 8' wide patch connecting the Industrial Park to the south NIA and rest of town. Council has made a goal of increased walkability and we have seen an increased level of pedestrian activity to and from the Industrial Park.			$166,700				$166,700		$166,700
250	LDFA	Pratt Avenue Rehabilitation	2	15	LDFA reserves and possible Bond	Mill and overlay of Pratt Avenue as it will be in need of maintenance due to age and condition.		$413,500					$413,500		$413,500
						TOTAL	**$500,000**	**$413,500**	**$166,700**	**$400,000**	**$550,000**	**$0**	**$2,030,200**	**$0**	**$2,030,200**
251	S NIA	Hughes Street Infrastructure Extension	3	30	S NIA TIF Capture	Extension of sewer, electric, fiber, streets, etc. to add or create buildable lots	TBD						TBD		TBD
251	S NIA	Emerald Hills Phase 2	1	20	S NIA TIF Capture	Extension of sewer, electric, fiber, streets, etc. to add or create buildable lots		$2,161,700					$2,161,700		$2,161,700
251	S NIA	Emerald Hills Phase 3	1	20	S NIA TIF Capture	Infrastructure necessary to allow the construction of the third phase of the emerald hills subdivision which includes the planned multi-family units (6 buildings). Extension of water, sewer, storm sewer, roads, and sidewalks for the development.		$780,000					$780,000		$780,000
251	S NIA	Emerald Hills Phase 4	1	20	S NIA TIF Capture	Infrastructure necessary to allow the construction of the fourth phase of the emerald hills subdivision which includes 42 housing units. Extension of water, sewer, storm sewer, roads, and sidewalks for the development.				$1,142,100			$1,142,100		$1,142,100
251	S NIA	Emerald Hills Phase 5	1	20	S NIA TIF Capture	Infrastructure necessary to allow the construction of the second phase of the emerald hills subdivision which is 98 housing units. Extension of water, sewer, storm sewer, roads, and sidewalks for the development.						$3,550,600	$3,550,600		$3,550,600
251	S NIA	Emerald Hills Pedestrian Path	3	15	S NIA TIF Capture	8' wide path built between Circle Drive and the Airport on the east side of South Kalamazoo. This would improve walkability for the proposed development, Fairway meadows, and the surrounding neighborhood. This would be a connection between downtown and the extension of a path from the airport to the industrial park (which is included in LDFA CIP).			$118,300				$118,300		$118,300
						TOTAL	**$0**	**$2,941,700**	**$118,300**	**$1,142,100**	**$0**	**$3,550,600**	**$7,752,700**	**$0**	**$7,752,700**
295	Airport	Pavement Marking and Crack Sealing	1	10	General Fund 5%, FAA Allocation 90%, State 5%	Replacement of pavement markings and crack sealing as necessary. Participation in the MDOT crack sealing program to prolong the life of the airport runway and taxiways.		$1,500			$1,100		$2,600	$61,750	$64,350
295	Airport	North Perimeter Fence	2	20	General Fund 5%, FAA Allocation 90%, State 5%	Design and installation of a fence on the north perimeter of the airport property for safety reasons (wildlife and proximity to new Emerald Hills Development.				$1,500	$17,500		$19,000	$352,500	$371,500
295	Airport	North Apron and West Parallel Taxiway Rehabilitation	1	15	General Fund 5%, FAA Allocation 90%, State 5%	Engineering and Construction of North Apron and West Parallel Taxiway	$39,500						$39,500	$750,500	$790,000
295	Airport	Airport Master Plan (ALP Update)	2	20	General Fund 5%, FAA Allocation 90%, State 5%	Update of the Airport Master Layout Plan which is used as a guide for future development on the airport grounds. Funding is $225,000 Federal, $12,500 State, and $12,500 City.			$12,500				$12,500	$237,500	$250,000
295	Airport	Construction Hangar Taxiway	3	20	General Fund 5%, FAA Allocation 90%, State 5%	Construct a new hangar taxiway to provide access to new T-hangar buildings east of the current buildings. New hangars would be a partnership with a third party. Project would only move forward if hangars were constructed.	$1,250	$11,250					$12,500	$237,500	$250,000

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295	Airport	Main Hangar Improvements	1	25	General Fund 5%, FAA Allocation 90%, State 5%	The roof over the main hangar and the space leased by Griswold Aviation is nearing the end of life and needs to be replaced. The City would need to fund $13,000 (2023 $1250 and 2024 $11,750) of the improvements and the Feds/State $247,000 (2023 $23,750 and 2024 $223,250).	$1,500	$13,500					$15,000	$285,000	$300,000
295	Airport	Land Acquisition	3	50	General Fund/LDFA	Purchase of 66.34 acres from the Udell Trust for airport and Industrial Park expansion. Purchase would have to be funded by City/LDFA and reimbursement for portion used by airport can be pursued using our annual allocation.		$35,000	($25,000)				$10,000	$590,000	$600,000
						TOTAL	**$42,250**	**$61,250**	**($12,500)**	**$1,500**	**$18,600**	**$0**	**$111,100**	**$2,514,750**	**$2,625,850**
582	Electric	Replace Tie 1 and 2 underground cable	4	40 years	Electric Fund	A portion of the two main express feeder cables from Pearl St. Substation to the Powerhouse are underground and in a duct system. They have been in service for 35 years and have met their life expectancy. The feeder cables are the main source of power to the City's electric load and are the connection to the grid for the City's internal generation. Because they are a critical component of the electric system the cables should be modernized.			$2,500,000				$2,500,000		$2,500,000
582	Electric	Replace Windows	3	50	Electric Fund	Existing windows are the original single pane steel framed and not energy efficient. Many of the window sills and frames are deteriorated to the point that water is coming in and further damaging the building.	$25,000	$50,000	$50,000	$50,000	$50,000		$225,000		$225,000
582	Electric	Pearl St. Substation 7.2/12.5 KV Upgrade	1	40	Electric Fund - Revenue Bond	Modernize obsolete 7.2/12.5 KV cubicle breaker and bus systems with open-air system to improve operations and increase safety	$1,000,000						$1,000,000		$1,000,000
582	Electric	Pole Replacement and Line Reconstruction	2	40	Electric Fund	Wooden poles have an estimated service life of 33-40 years. To maintain safe, reliable electric service, replacement of old and unsafe poles must be performed on an annual basis.	$82,400	$84,872	$87,418	$90,041			$344,731		$344,731
582	Electric	AMI Project	2	20	Electric Fund - Bond	The Automated Metering Infrastructure (AMI) Project consists of hardware, software, communications and metering that will allow electric meters to be read remotely, in the same manner that water meters are now read. The system is designed to reduce operating expenses and provide additional services to customers.	$206,000	$212,180	$218,545	$229,475			$866,200		$866,200
582	Electric	Underground Cable Replacement	2	40	Electric Fund	Replace 40 year old underground electric system in the Waldon Pond Apartment Complex, Homer Road, Circle/Rose/Lowe Subdivision & Polo Club Apartments	$515,000	$530,450	$546,365				$1,591,815		$1,591,815
582	Electric	Additional Local Generating Resources	3	50	Bond	The Power Plant's primary functions include emergency backup power in the event of a transmission system or substation failure, as well as helping meet Midcontinent Independent System Operator (MISO) capacity requirements that are based on the City's peak electric demand. The City's average demand is approximately 20 MW, and 2022 peak demand exceeded 29 MW. CAT Generators are being added in 2024, but the need will continue. Additional generation should be planned for 2027/2028 to continue to help meet the City's MISO capacity obligations while also providing additional emergency backup service.				$3,600,000			$3,600,000		$3,600,000

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582	Electric	Distribution Tranformer Replacements	3	40	Electric Fund	The estimated service life of electric distribution system transformers is 25-40 years. The City has numerous electric distribution system transformers that are approaching or exceed 40 years of service. Some are live-front transformers with exposed cable and terminals, which are dangerous to staff and the public. In addition to new growth and voltage conversion, proactively replacing old transformers rather than running to failure is a goal of the department.	$200,000	$210,000	$220,500	$231,525	$243,100		$1,105,125		$1,105,125
582	Electric	Rewind Hydroelectric Generating Units #1 and #3	1	50	Electric Fund	Hydroelectric Generating Unit #3 was installed in 1919. Unit #1 was installed in 1928. Neither unit appears to have been rewound since they were installed. Unit #1 generator windings were tested and inspected earlier this year. Visual inspection shows insulating material flaking off of the generator windings. Based on megger tests, the windings insulation appears to be failing. The City received two 2023 quotes for rewinding Hydroelectric Unit #1 generator at a cost of approximately $250,000. Rewinding the generator will improve its reliability and also result in increased capacity, and energy and Renewable Energy Credits/Certificates (RECs) production. Unit #1 generator rewind is scheduled for FY2025, followed by Unit #3 rewind in FY2026.	$250,000	$250,000					$500,000		$500,000
582	Electric	Plant 2 Space Heater Replacements	1	20	Electric Fund	Plant 2, which houses Generator #6, has five electric heaters that provide building space heat. Only one of the five heaters, installed in 1977, still works, making it difficult to effectively heat Plant 2 during cold weather.		$75,000					$75,000		$75,000
582	Electric	Circuit Upgrade / Voltage Upgrade	2	50	Electric Fund	The municipal electric distribution system currently has two operating voltages, 4,160 volts and 12,470 volts. Circuits on each system cannot be directly tied together for maintenance and reliability purposes, limiting operational flexibility and reliability. The 4,160-volt system has greater resistance losses and less power-carrying capability than if its circuits were operated at 12,470 volts. Staff estimates approximately one-half of the electric distribution system operates at 4,160 volts. These 4,160-volt circuits should be upgraded to 12,470-volt operation as time and funds allow.	$400,000	$412,000	$424,360	$437,091	$450,204		$2,123,654		$2,123,654
						TOTAL	**$2,678,400**	**$1,824,502**	**$4,047,188**	**$4,638,132**	**$743,304**	**$0**	**$13,931,525**	**$0**	**$13,931,525**
588	DART	Bus Replacement		7	Federal, State, City	Replacment of Two Busses each year			$260,000	$260,000			$0.00	$520,000	$520,000
						TOTAL			**$260,000**	**$260,000**				**$520,000**	**$520,000**
590	Wastewater	Wastewater Rate Study	1	4	Wastewater Fund	It has been several years since the City has commissioned a rate study from a consultant. The past few years our rate reviews have been a collaboration between Michigan Rural Water Association and City Staff. MRWA no longer provides this service due to staffing levels. City Staff will be involved with the process but a consultant with appropriate experience will be hire to perform the evaluation and provide rate recommendations.			$35,000				$35,000		$35,000
590	Wastewater	Wastewater Laboratory Remodel	3	25	Wastewater Fund	Full remodel of outdated laboratory built in 1975, including cabinets, counter tops, fixtures, flooring, lighting, and lab safety equipment. We plan on retaining much of the existing lab equipment as that has been updated regularly.			$250,000				$250,000		$250,000
590	Wastewater	Channel Monster Cartridge Replacement	2	5	Wastewater Fund	Replace the cutter cartridge in the Channel Monster as recommended by the manufacture.		$40,000					$40,000		$40,000
590	Wastewater	WW Superintendent Vehicle	1	15	Wastewater Fund	Wastewater Superintendent does not currently have a vehicle assigned. He typically has to use his personal vehicle for City business throughout the day due to Staff utilizing the Departments other two trucks for maintenance work. This presents a liability issue for the City. Superintendent's personal vehicle does not have emergency lighting, so safety is a concern when visiting job sites around the City.	$50,000						$50,000		$50,000
590	Wastewater	Muffin Monster cartridge replacement	2	5	Wastewater Fund	Replace the cutter cartridge in the in-line Muffin Monsters as recommended by the manufacture.				$30,000			$30,000		$30,000

FUND	Department	Project Title	Priority Ranking	Estimated Useful Life	Source of Funding	Project Narrative/Purpose	2024-2025 Expenditure	2025-2026 Expenditure	2026-2027 Expenditure	2027-2028 Expenditure	2028-2029 Expenditure	2029-2030 Expenditure	City Expenditure	Other Funds or Grant Share	Total Expenditure
590	Wastewater	Aeration Blower Replacement	1	15	MEDC - Wastewater Fund - SRF Bonds	The current aeration blowers were installed in 1999. Since that time our aeration needs have changed and these blowers provide more air than necessary. Technology has advanced to a level that we can meet today's needs and retain the ability to meet future needs by replacing our current centrifugal blower with one that may be controlled by VFD. The current blowers cannot by controlled by a VFD and must run and full speed.		$100,000					$100,000		$100,000
590	Wastewater	Headworks & Equalization Basin Improvements	1	20	MEDC - Possible SRF Bonds	Headworks improvements including grit removal and fine screening will extend the life of the downstream equipment.		$20,000,000					$20,000,000		$20,000,000
590	Wastewater	Master Plan	2	10	Wastewater Fund	Update the 2008 Master Plan	$25,000						$25,000		$25,000
590	Wastewater	Sewer Lining	1	30	Wastewater Fund	Project will line sewers which have experienced failure and root penetration.	$60,000	$60,000	$60,000	$60,000	$60,000	$60,000	$360,000		$360,000
590	Wastewater	New Sludge Thickening/De-watering Process	2	20	Wastewater Fund	The current equipment wil be 20 years old and the polymer agent used in the process is no longer produced. A suitable replacement is not expected. We have enough polymer to last about 4 years. With a new system, Class A biosolids may be achieved.			$500,000				$500,000		$500,000
590	Wastewater	Clarifier Rehabilitation	3	25	Wastewater Fund	Rehabilitate concrete and steel structures in each of 4 clarifiers due to age and corrosion. Rehab/Replace clarifier drive mechanisms due to age and wear. Coat all concrete surfaces with marine grade coating.							$0		$0
						TOTAL	**$135,000**	**$20,200,000**	**$845,000**	**$90,000**	**$60,000**	**$60,000**	**$21,390,000**	**$0**	**$21,390,000**
591	Water	S. Marshall Ave. Water Main Replacement (Michigan to Spruce)	2	100	Water Fund	Replace undersized 6" cast iron water main on S. Marshall from Michigan to Spruce St. This main was installed in 1958 and will be past it's useful life.						$600,000	$600,000		$600,000
591	Water	S. Marshall Ave. Water Main(Spruce to Clinton), line Clinton to Powerhouse	2	100	Water Fund	Replace 4" main on S. Marshall from Spruce to Clinton. This main is undersized and past its useful life. Line water main from Clinton to the Powerhouse. This main can be structurally lined under the railroad tracks and spillway to keep the project cost down.						$700,000	$700,000		$700,000
591	Water	Replace Filter Media in Water Treatment Plant	1	15	Water Fund	The current media in each of the 4 filters in the water plant is past its useful life. The media was replaced in 2006 and had a useful life of 15 years. Testing on the existing media shows significant failure. This media needs to be replaced to help keep the water for the City safe to drink.	$315,000						$315,000		$315,000
591	Water	S. Kalamazoo water main lining	2	50	Water Fund	Line water main from Brooks Fountain south to Railroad tracks. Replacement of valves, hydrants and services through the entire area.					$550,000		$550,000		$550,000
591	Water	Cosmopolitan Water Main Lining	1	25	Water Fund	The current water main on Cosmopolitan has very poor water quality and flow. This technology of lining a water main can extend the useful life of the infrastructure, increase the structural integrity of the pipe, increase the flow, and help solve the water quality issue in the area.	$400,000						$400,000		$400,000
591	Water	Hanover St. water main replacement/water main lining	2	100		Replace/line aging 6" water main on Hanover from S. Marshall to S. Kalamazoo. This main is past it's useful life and is known to be in poor condition.					$1,110,200		$1,110,200		$1,110,200
591	Water	Replace 10" Cast Iron Water Main on High St.	2	100	Water Fund	Replace 10" water main on High St. from Michigan Ave. to Forest St. Also replace all lead services, hydrants, valves, and connections. The size of the water main and amount of flow is causing water quality issues.				$901,000			$901,000		$901,000
591	Water	Replace 6" Water Main on Fountain St.	2	100	Water Fund	Replace 6" water main on Fountain St. from Hanover to Arms St. Currently 6" cast iron with poor water quality.				$563,000			$563,000		$563,000
591	Water	500,000 Tower Maintenance	1	25	Water Fund	2019 Maintenance Inspection identified several items that needed to be addressed. These were not critical issues so we have decided to lump them into the 200,000 tower project in 2026.	$35,000						$35,000		$35,000
591	Water	200,000 Water Tower Painting	1	15	Water Fund	2019 Water Tower inspection identified that the water tower would need an exterior overcoat in approximately 5-6 years.	$120,000						$120,000		$120,000
591	Water	Replace Water Main on N. Gordon	2	100		Replace aging 6" water mian on N. Gordon from Mansion to Forest. Increase size to 8" for better fire flow and water quality.			$963,300				$963,300		$963,300

FUND	Department	Project Title	Priority Ranking	Estimated Useful Life	Source of Funding	Project Narrative/Purpose	2024-2025 Expenditure	2025-2026 Expenditure	2026-2027 Expenditure	2027-2028 Expenditure	2028-2029 Expenditure	2029-2030 Expenditure	City Expenditure	Other Funds or Grant Share	Total Expenditure
591	Water	New Water Treatment Plant	1	60	Water Fund Bond	Replace Water Treatment Plant. Build new iron removal plant on North side of E. Green St. across from existing plant.					$5,000,000		$5,000,000		$5,000,000
591	Water	Replace 6" water main on E. Michigan between Gordon and Marshall	1	100	Water Fund	Replace 6" water main on E. Michigan with 8". This is the only section of Michigan Ave that has not been replaced. This replaceent would complete the Michigan Ave loop through the City. The existing water main was installed in 1950, and is past its useful life.		$330,300					$330,300		$330,300
591	Water	Replace 6" water main on Rose St. and Oak	1	100	Water Fund	Replace 6" water main on Rose St and Oak. This section of water main was built in 1959 and is known to have low water quality. This is the only section in that area that has not been replaced, and will significantly improve water flow and quality with a new 8" water main.		$503,100					$503,100		$503,100
591	Water	Replace 6" water main at Walden Pond Apartments	2	100	Water Fund	Replace 6" cast iron water main at Walden Pond Apts. from Verona to Arms. This section of water main is known to have poor water quality and is aging past it's useful life.				$527,700			$527,700		$527,700
591	Water	Water Withdrawal	1	N/A	Water Fund	Per America's Water Infrastructure Act of 2018 The City of Marshall Water Department is required to complete a Reliability Study every 5 years. The Department completed their first study in 2020. This report was required to analyze 20 year water demand versus 20 year water supply for the community. The results are that the Water Department's water supply is not adequate for the anticipated future demand.	$75,000	$75,000					$150,000		$150,000
591	Water	Replace Water Main on Sibley Ln	1	100	Water Fund	Replace 6" water main on Sibley Ln. with new 8" water main. The existing water main is cast iron built in 1956 and is at its useful life. Although we don't have water main breaks on this section, it is time to replace this water main and upgrade the infrastructure to improve water quality and water flow.			$650,000				$650,000		$650,000
591	Water	Replace Water Main on Mulberry St	1	100	Water Fund	Replace 6" water main on Mulberry from Hanover to Prospect. The existing water main was installed in 1957 and is at its useful life. The water main also has a history of water main breaks through the replacement area. The new water main would upsize to 8", and replace all lead connections to residents.			$650,000				$650,000		$650,000
						TOTAL	**$945,000**	**$908,400**	**$2,263,300**	**$1,991,700**	**$6,660,200**	**$1,300,000**	**$14,068,600**	**$0**	**$14,068,600**
661	Motor Pool	2024 Purchases	1	Variable	Motor Pool	Replace 5 units							$0		$0
661	Motor Pool	2025 Purchases	1	Variable	Motor Pool	Replace 6 units	$203,000						$203,000		$203,000
661	Motor Pool	2026 Purchases	1	Variable	Motor Pool	Replace 1 unit		$254,000					$254,000		$254,000
661	Motor Pool	2027 Purchases	1	Variable	Motor Pool	Replace 1 unit			$500,000				$500,000		$500,000
						TOTAL	**$203,000**	**$254,000**	**$500,000**				**$957,000**		**$957,000**
711	Cemetery	Cemetery Road Paving Project	2	20	Cemetery Trust Fund	Finishing the drives in the cemetery will provide a clean and solid surface during inclement weather for those visiting their loved ones during a funeral service.	$18,000						$18,000		$18,000
711	Cemetery	Cemetery Expansion to Meet Future Demand	2	150	Cemetery Trust Fund	Cemetery has two sections left holding 500 spaces for purchase. The number available will shrink exponentially as families begin having trouble finding blocks of spaces available for family plots. This will drive many to seek alternate locations. $35,000 Design - $100,000 Construction.		$35,000	$100,000				$135,000		$135,000
						TOTAL	**$18,000**	**$35,000**	**$100,000**	**$0**	**$0**	**$0**	**$153,000**	**$0**	**$153,000**
						GRAND TOTAL	**$13,877,650**	**$27,658,352**	**$11,743,288**	**$10,918,432**	**$17,829,904**	**$10,596,500**	**$81,773,225**	**$15,095,050**	**$96,868,275**
						GENERAL FUND TOTALS	**$2,875,000**	**$830,000**	**$1,255,000**	**$1,595,000**	**$525,000**	**$5,635,900**	**$5,770,000**	**$7,520,900**	**$13,290,900**

ITEM: 12.A
ADMINISTRATIVE REPORT

TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
DATE: February 5, 2024
SUBJECT: **2024 SMALL URBAN ENGINEERING CONTRACT**

The City issued a design engineering Request for Proposals (RFP) on January 4, 2024 for three projects; 2024 Small Urban, Forest Street Expansion, and Valley View #1 Development. Proposals were received on January 25, 2024 with the following results:

Bidder	City	Small Urban		Forest St	Valley View
		Engineering	Construction Bid		
ENG.	Lansing	$ 45,319.60	9 %	$ 22,587.50	$ 24,160
VK Civil	Byron Center	$ 58,100	5 %	$ 23,200	$ 26,500
Hurley & Stewart	Kalamazoo	$ 89,700	15 %	$ 46,638	49,050
Spicer Group	East Lansing	$ 93,700	16 %	no bid	no bid
Monument Eng Group	Fowlerville	$ 96,050	20 %	$ 50,005	$ 55,900

The RFP consisted of three projects with differing schedules. Immediately, the awarded firm will need to start the Small Urban project in order to meet deadlines for state funding in fiscal year 2024. The Northeast Neighborhood Improvement Authority (NE NIA) projects, Forest Street extension and Valley View #1 Development, will begin in mid-2024. At this time, City Council is being requested to consider the engineering contract for the 2024 Small Urban project as the NE NIA projects need to be considered by the NE NIA Board prior to City Council approval.

The overall low bidder is ENG from Lansing, MI. ENG has performed design and construction engineering on several projects in the past, including the 2021 Small Urban project on Mansion Street, East Drive, and North Drive. Most recently, ENG performed design and construction engineering on East Prospect St Watermain Replacement, Leggitt Road reconstruction, and South Kalamazoo Avenue rehabilitation in 2023. ENG excels at Michigan Department of Transportation (MDOT) projects by understanding the Small Urban grant funding, bid letting process and schedule, and design requirements. For this reason, it is recommended that ENG be awarded the design engineering contract for the 2024 Small Urban project. Along with the

design scope, proposers were also asked to include their construction engineering fees as a percent of the final construction cost. ENG. is within the range expected for this type of project.

BUDGET IMPACT:
The 2024 Small Urban Design Engineering contract will be funded by the major streets fund professional services line 202-463-801.

RECOMMENDATION:
Award the contract for the 2024 Small Urban Design Engineering to ENG. in the amount of $45,319.60 with a contingency of $4,299.40 for a total funded amount of $49,619.00 and authorize the City Manager and City Clerk to sign the necessary documents.

ITEM: 12.B

ADMINISTRATIVE REPORT

TO:	Honorable Mayor and City Council
FROM:	Derek N. Perry, City Manager Kevin Maynard, Director of Electric Utilities Christy Ramey, Purchasing
DATE:	February 5, 2024
SUBJECT:	**PURCHASE OF CONDUCTOR AND CABLE FOR MAJOR SITE EXTENSION**

The City of Marshall plans to construct water and wastewater facilities to serve the Marshall Area Jobs, Opportunity, and Recreation (MAJOR) campus west of the intersection of C Drive and Michigan Avenue. City of Marshall electric distribution service is not currently available at the site.

A 12,470-volt, three-phase electric distribution feeder will be extended approximately one mile from a point at the Michigan Department of Transportation (MDOT) Transportation Service Center (TSC) at 15300 West Michigan Avenue to the municipal water and wastewater facilities site.

The new distribution feeder will be placed in conduit under Interstate 69 and past other overhead electric and telecommunications facilities to a point near the intersection of C Drive and Michigan Avenue. From this point, City Electric Distribution staff will construct an overhead power line to the west side of the municipal water and wastewater facilities. Based on current construction schedules, the proposed electric feeder must be completed by January 31, 2025.

In November 2023, City Council approved the purchase of transformers to serve the municipal water and wastewater facilities. Conduit, wooden poles and hardware have also been ordered for this extension.

Bids for the required underground cable and overhead conductor were solicited and opened on Friday, January 26, 2024. In total, 7 companies responded.
City staff is working with GRP Engineering to finalize the plan in the next few days, and the lengths of the cable and conductor might change slightly. Staff respectfully requests City Council to award the following bids on a per-foot basis, as quantities are being finalized by our engineer:

@ 15,000' of 795 Drake ACSR conductor at $2.67/ft to Power Line Supply, Reed City, MI. Estimated cost: $40,050.
@ 22,500' of 500 MCM Copper cable at $18.68/ft to RESCO Distributing, Mt. Pleasant, MI. Estimated cost: $420,300.
@ 7,500' of 1/0 Aluminum cable at $4.35/ft to RESCO Distributing, Mt. Pleasant, MI. Estimated cost: $32,625.

BUDGET IMPACT:
The 2024 Electric Department capital improvements budget does not include this electric distribution system extension and will require a FY2024 budget amendment. The estimated cost of materials and directional boring is $930,000 for the entire project.

RECOMMENDATION:
Approve the purchase of 15,000' of 795 Drake ACSR conductor at $2.67/ft from Power Line Supply of Reed City, MI. at an estimated cost of $40,050; 22,500' of 500 MCM Copper cable at $18.68/ft from RESCO Distributing of Mt. Pleasant, MI. at an estimated cost of $420,300; and 7,500' of 1/0 Aluminum cable at $4.35/ft from RESCO Distributing, Mt. of Pleasant, MI. at an estimated cost of $32,625.

Bid Tabulation Sheet
Cable for Blue Oval Extension

Bidder	795 Drake (15,000')	500 CU (22,500')	1/0 AL (7,500')	Comments
Power Line Supply, Reed City, MI	$2.67/ft 1-2 weeks (3470' reel) Priority Wire			$4,050 more than low bid. 10 weeks faster. Reccommendation to buy.
Power Line Supply Reed City, MI	$2.63/ft 18-22 weeks (3750' reels) Priorirty Wire	$19.69/ft Dec 2024 Okonite	$7.24/ft Dec 2024 Okonite	
Mina Holdings, LLA Harrisburg, PA	$3.29/ft 7 days unknown mfg	$33.06/ft 7 days unknown mfg	$7.75/ft 7 days unknown mfg	no signature; no manufacturer specified
MVA Power Montreal, Quebec	$2.40/ft 12 weeks MVA Cable	$23.03/ft 12 weeks MVA Cable	$5.02/ft 12-14 weeks MVA Cable	$97,875 more than low bid; however, Prysmian is price at time of shipment so it could fluctuate
American Wire Group Miami, FL	$2.60/ft 1 week AWG Cable			
Irby Utilities Mt Pleasant, MI		$20.11/ft Dec 2024; Okonite	$7.37/ft Oct 2024 Okonite	
Irby Utilities Mt Pleasant, MI	$2.60/ft 24-26 weeks Southwire (3500' reels)	$18.90/ft 38-40 weeks Southwire	$4.52/ft 38-40 weeks Southwire (10,000' min)	
Irby Utilities Mt Pleasant, MI	$2.80/ft in stock Priority Wire (3750' reels)		$5.87/ft in stock Priority Wire	
REM Supply Pasadena, CA	$2.85/ft 18 weeks Priority Wire	$22.00/ft July 2024 Priorirty Wire	$6.25/ft in stock Priorirty Wire	
RESCO Mt Pleasant, MI	$2.96/ft 4-5 months Prysmian Price at time of shipment	$18.68/ft 6-7 months Prysmian Cable. Price at time of shipment	$4.35/ft in stock Kerite Cable (2,750' reel lengths)	Reccomendation to buy 500 CU. Lead time acceptable and low bid. Recommend to buy 1/0 AL; Low bid and in stock.

Lowest Price
Lead Time/ 2nd price

ITEM: 12.C
ADMINISTRATIVE REPORT

TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Kevin Maynard, Director of Electric Utilities
DATE: February 5, 2024
SUBJECT: **POWER PLANT UNITS #2 & #4 OXIDATION CATALYST INSTALLATION**

The Midcontinent Independent System Operator (MISO) and the State of Michigan require that the City of Marshall maintain sufficient generating capacity to meet its peak electric demands, plus reserves. Capacity may be self-supplied (i.e., the City Power Plant) and/or through capacity contracts with others.

Michigan Public Act (PA) 341 requires the City to demonstrate that it has satisfactory capacity resources to meet its Planning Reserve Margin Requirement (PRMR) obligation four years in advance. The State of Michigan further requires that no less than 95% of the City's capacity resources be physically located in MISO Zone 7 (the Lower Peninsula).

The State of Michigan allows up to 5% of capacity purchases to be made through MISO capacity auctions. The City may also contract for capacity from others who have surplus capacity in MISO Zone 7. Contract capacity cost is volatile and has averaged approximately $5.50/kW-month over the last year.

The City currently has a capacity deficit that is projected to increase over the next few years even with installation of the 10 MW AMP Michigan CAT Peaking Project units. This shortfall can be met by demand reduction, self-supplying capacity, capacity contracts or a combination of these options.

The municipal Power Plant has three natural gas/diesel generators with approximately 10,000 kW (~10 MW) of installed capacity. These units operate under a Michigan Department of Environment, Great Lakes and Energy (EGLE) air quality Permit to Install (PTI). The Plant also includes two hydroelectric units with a combined effective capacity of approximately 280 kW (0.28 MW).

At $5.50/kW-month, this 10 MW of local generating capacity results in avoided costs of approximately $55,000 per month (~$660,000 per year). These local generators qualify as MISO and State of Michigan capacity, and also provide emergency backup to the community in the event of a transmission grid failure.

There are two additional existing internal combustion generating units at the Power Plant that are not included in the Power Plant air quality PTI. Generating Unit #2 is a 1953 Nordberg that can operate on diesel fuel or a combination of natural gas and diesel. It has a nameplate

capacity of 1,130 kW. Unit #2 last operated in November 2011. Unit #4 is a 1942 Nordberg that operates on diesel fuel only. It has a nameplate capacity of 1,000 kW. Unit #4 last operated in August 2014. Units #2 and #4 cannot be returned to commercial operation without equipping their exhausts with oxidation catalysts and including them in a modified or new Power Plant PTI.

The City obtained temporary EGLE PTIs to allow “trial burns” of each unit to collect exhaust data required to design oxidation catalysts. Trial burns of both units were conducted in December 2023-January 2024.

Returning Units #2 and #4 to service provides value to the community in the form of approximately 2 MW of MISO Zone 7 and State of Michigan capacity, as well as an additional 2 MW of emergency backup generation. Based on a $5.50/kW-month contract capacity cost, 2 MW of additional local generation will avoid $11,000 per month ($132,000 per year) in future capacity expenses. There is no outstanding debt on these two City generating units. Units #2 and #4 are each expected to operate less than 50 hours per year.

The City sought proposals for design and installation of Units #2 and #4 oxidation catalysts from three firms: Exline of Salina, Kansas; Industrial Diesel Service of Carrollton, Missouri; and Precision Energy Services of West Burlington, Iowa. All three firms visited the City of Marshall Power Plant, met with staff, and evaluated the work to be performed. Ultimately, only Precision Energy Services/Miratech responded with the attached proposal to design, manufacture and install oxidation catalysts and emissions monitoring equipment on Units #2 and #4 at an estimated cost of $147,521.

Precision Energy Services/Miratech installed the oxidation catalysts and emissions monitoring equipment on Marshall Units #3 and #5 in 2015. This equipment has performed satisfactorily since its installation nine years ago. Returning Units #2 and #4 to service is the quickest, least expensive additional generating capacity option available to the City of Marshall at this time.

Due to the unique character of this project (oxidation catalysts must be designed to match the operating characteristics of two different vintage—1942 and 1953—engine generators), formal bids were not solicited. The new MISO capacity year begins June 1, 2024. It is financially beneficial (an estimated $11,000 per month) to all electric customers to return these units to operation by June 1. Further, the project will provide an additional 2 MW of emergency backup for local electrical consumers and critical facilities (emergency services, water and wastewater facilities, hospital, schools, etc.) in the event of a grid interruption.

The City of Marshall faces a capacity deficit that it must address by installing or making available additional local generating units or by contracting with others for MISO Zone 7 capacity. Returning Units #2 and #4 to commercial operation is the quickest and least costly means of adding approximately 2 MW of local generating capacity.

BUDGET IMPACT:

The estimated cost of this project comes in at less than the 2024 Electric Department capital improvements budget of $150,000 to install oxidation catalysts on Units #2 and #4. The proposed improvements have an estimated payback of approximately 12 months, with a projected savings of approximately $132,000 annually thereafter.

RECOMMENDATION:

Approve an agreement with Precision Energy Services of West Burlington, Iowa, to design, manufacture and install oxidation catalysts and emission monitoring equipment for City of

Marshall Power Plant Units #2 and #4 at a not-to-exceed cost of $150,000 and authorize the City Manager and City Clerk to sign the necessary documents.

PRECISION
Companies, Inc.
Solar Design & Installation
General Contractor

13810 Washington Road
West Burlington, IA 52655
Phone: (319) 208-1775

January 19, 2024

City of Marshall, Michigan
Attn.: Mr. Kevin Maynard
900 S. Marshall Avenue
Marshall, Michigan 49068
Direct: 269-558-0329
Email: kmaynard@cityofmarshall.com

Re: Quote to install and install emissions equipment on units #2 and #4 at the power house

Dear Mr. Maynard,

Since our visit on August 30th, I have been working to provide the following quote get units #2 and #4 compliant, which would allow you to use them for additional capacity. I have been talking to both MIRATECH and Solberg, and we believe the following quote is a turnkey solution to achieve that goal. We will be using Miratech and Solberg equipment, that is very similar to the equipment we previously installed on units #3 and #5.

I have attached the proposal from Miratech, which outlines the performance expectations for the equipment they will be providing.

The following pricing includes testing, which will be done by Comprehensive Emission Services (CES).

We would like to have access to the overhead crane, and I have assumed that you will be doing the wiring for the CCVs and the Mira-Monitors.

Norberg- Unit #4

We will remove the existing silencer and replace the main body of the silencer with a new silencer, to be provided by MIRATECH. We will reuse the top stack. We will then reinstall the entire silencer in the same location. We will provide new bolts and gaskets, and the new silencer will have aluminum cladding up ~8' from the deck. We will also provide blanket type insulation on the piping run in the basement (as best we can, because of the number of

obstructions), as well as on the elbow that sits below the silencer. The insulation is intended to maintain as much exhaust heat as possible prior to encountering the catalyst. This system will include monitoring, which will allow you to stay compliant.

I have been in talks with Solberg Manufacturing, and we are intending to visit the site to verify the need for a new closed crank case ventilation system (CCV). There is some question as to the need for the CCV. If the CCV is required, the cost of the CCV is already included in this proposal. However, if we determine that it is not required, we will deduct $4,200 from this proposal.

We will provide all labor, equipment and materials required to complete all of the above for $90,694.00.

Norberg- Unit #2

We will install a new, in line silencer in the engine room. We will leave the existing silencer, which is located outside, in place. We will do this by removing a section of the existing piping, and installing an inline silencer. We will reuse the existing pipe support, and install a second pipe support to carry the weight of the new silencer. This system will include monitoring, which will allow you to stay compliant.

We will also provide a new closed crank case ventilation system, to be provided by Solberg Manufacturing. This will be very similar to the system on the other 2 installations we did in 2015.

We will provide all labor, equipment and materials required to complete all of the above for $56,827.00.

Schedule

Based on the schedule that we discussed, we feel confident that we can meet the June 1, 2024 deadline. We have a tentative schedule to start the installation process during the week of April 15th, 2024. We would anticipate completing the installation by the end of April. We have a tentative schedule with CES that would have them doing the testing during the week of May 6th.

Thank you for the opportunity to quote this project, and please feel free to contact me with any questions or comments.

Sincerely,

John Fruehling
President

To:	Ed Rice City of Marshall 323 West Michigan Avenue Marshall, MI 49068	**Phone:** **Mobile:** **Email:**	(269) 558-0329 (517) 712-9898 erice@cityofmarshall.com
CC:	Emily Faulkner/MIRATECH		
From:	Greg Laemmer MIRATECH (Naperville, IL) 200 S Main St Naperville, IL 60540	**Phone:** **Fax:** **Email:**	(918) 513-1252 (918) 933-6231 glaemmer@miratechcorp.com

Project Reference:	Marshall MI White oak #4 Silencer
Proposal Number:	GL-23-005965
Date:	**9/7/2023**
Prices will be confirmed at time of order	

Dear Ed:

MIRATECH welcomes the opportunity to provide you with a proposal for an NSCR system. We are confident that your organization will benefit from selecting us for this project for the following reasons:

Experience.
- MIRATECH is the leader in providing Oxidation and Three Way Catalyst, SCR & DPF systems; having more than 24,000 successfully operating units installed in North America, South America, Europe and Asia.

World-Class Technology.
- Consistently set the standards for Best Available Control Technology (BACT)
- Simple, user-friendly control and communication technology; connects to any building's communication systems

U.S. & European Field Services & Support.
- Fast-response field service & technical support
- Replacement components in stock in Tulsa, OK & Sinntal, Germany
- In-house engineering & product support

The system offered for this project is in accordance with the engine and technical data received or estimated from your company and is designed to provide emission reduction for carbon monoxide (CO) as listed on the Application & Performance Warranty Data page. MIRATECH warrants the quoted performance based on the engine emission and operating data you have provided us and that is contained in this proposal. Please note that some engine assumptions might be used and converter size may change based on actual engine data.

Again, thank you for the opportunity to provide this proposal. We are confident that our products will meet your technical needs and provide the best solution for your investment. If you have any questions, please do not hesitate to contact me. I will call you next week to confirm your receipt and satisfaction with this proposal.

Best Regards,
Greg Laemmer
Regional Sales Manager
MIRATECH (Naperville, IL)

Engineer Sized By: Cody Barnes/MIRATECH

Oxidation Base System Content

	QTY	Price	Extended Price
Oxidation Housing & Catalyst – *SP-ZCS-36-23090013*	1		
ZCS, 3-Track Critical Grade Silencer / Catalyst Combination Housing with Removable Catalyst(s), Carbon Steel, End Inlet / End Outlet			
Nut, Bolt, and Gasket Set – *NBG-ZXS3*	1		
Z-Flow, Three Track, Nut, Bolt, and Gasket Set			
Catalyst Housing – *SP-ZCS-36-23090013-HSG-0*	1		
Blind Catalyst – *MEC-BK-XX-1550-2969-350*	1		
Z-Flow, Blind, Replacement Element			
Two Stroke Catalyst – *MEC-TS-SB2969-1550-2475-350*	2		
Z-Flow, Two Stroke, Full, Replacement Element			
Pipe & Tube Thermal Wrap – *W-PIPE-1800-2500*	1		
18" Pipe Thermal Wrap			
Oxidation Base System Price	1		

Optional Content

	QTY	Price	Extended Price
Monitoring Equipment – *MIRA-MONITOR 2.2-OM-TCPIP*	1		
MIRA-MONITOR, Pressure and Differential Temperature Monitor and Data Logger			

Payment Terms

Invoice on shipment, payment net 30 days (subject to account status)

Shipment

All equipment is Ex Works Tulsa, OK

Terms & Conditions

This offer is in strict adherence to the General Terms and Conditions of Sale, located on our website:https://www.miratechcorp.com/terms-conditions

- Quotes are subject to upward adjustment for increases in steel pricing in accordance with the most recent American Metals Market (www.amm.com) index for Hot Rolled steel or applicable successor index.
- All pricing will be confirmed at time of order, effective for product shipments within 60 days of order date. All shipments scheduled by customer later than 60 days from order entry may be subject to price adjustment.
- Due to the current volatility of stainless steel costs, Pricing in Effect at the time of order (if released for production) or at release for production will be applied. Current pricing will be provided at time of order entry or release for production.
- Products are manufactured specifically for your order, as such we are unable to accept returns for reasons other than warranty purposes.

Application & Performance Warranty Data

Project Information

Site Location:	MI
Project Name:	Marshall MI White oak #4 Silencer
Application:	Prime Power
Number Of Engines:	1
Operating Hours per Year:	200

Engine Specifications

Engine Manufacturer:	Nordberg
Model Number:	TS-17-6
Rated Speed:	257 RPM
Type of Fuel:	Ultra-Low Sulfur Diesel (ULSD)
Type of Lube Oil:	0 sulfated ash or less
Number of Exhaust Manifolds:	1

Engine Cycle Data

Load	Speed	Power	Exhaust Flow	Exhaust Temp.	Fuel Cons.	CO	O_2	H_2O
%		*bhp*	*scfh/bhp*	*° F*		*g/bhp-hr*	*%*	*%*
100	Rated	1,500	230	500		4	10	12.5

Emission Data (100% Load)

Emission	Raw Engine Emissions						Target Outlet Emissions						Calculated Reduction
	g/bhp-hr	*tons/yr*	*ppmvd @ 15% O_2*	*ppmvd*	*g/kW-hr*	*lb/MW-hr*	*g/bhp-hr*	*tons/yr*	*ppmvd @ 15% O_2*	*ppmvd*	*g/kW-hr*	*lb/MW-hr*	
CO	4	1.32	321	593	5.364	11.83	1.2	0.4	96	178	1.609	3.55	70%

System Specifications

Oxidation System Specifications (SP-ZCS-36-23090013)

Housing Model Number:	SP-ZCS-36-23090013-HSG-0
Element Model Number:	MEC-TS-SB2969-1550-2475-350
Number of Catalyst Elements:	2
Number of Spare Catalyst Tracks:	1
Sound Attenuation:	22-29 dBA insertion loss
Catalyst Back Pressure:	4 inH_2O (Clean)
Design Exhaust Flow Rate:	230 scfh/bhp
Design Exhaust Temperature[1]:	500° F
Exhaust Temperature Limits*:	500° F – 1250° F (catalyst inlet); 1350° F (catalyst outlet)

* General catalyst temperature operating range. Performance is based on the Design Exhaust Temperature.

MIRATECH Scope of Supply & Equipment Details

	Model Number	Quantity
Oxidation Housing & Catalyst	**SP-ZCS-36-23090013**	**1 / engine**
Catalyst Housing	SP-ZCS-36-23090013-HSG-0	1 / engine
• Material	Carbon Steel	
• Paint	Standard High Temperature Black Paint	
• Inlet Location	End	
• Outlet Location	End	
• Instrumentation Ports	2 inlet/2 outlet (1/2" NPT)	
• Approximate Diameter	36 in	
• Inlet Pipe Size & Connection	18 in FF Flange, 150# ANSI standard bolt pattern	
• Outlet Pipe Size & Connection	18 in FF Flange, 150# ANSI standard bolt pattern	
• Overall Length	110 in	
• Weight Without Catalyst	876 lbs	
Blind Catalyst	MEC-BK-XX-1550-2969-350	1 / engine
Two Stroke Catalyst	MEC-TS-SB2969-1550-2475-350	2 / engine
Nut, Bolt, and Gasket Set	NBG-ZXS3	1 / engine
Pipe & Tube Thermal Wrap	**W-PIPE-1800-2500**	**1 / engine**

Optional Content MIRATECH Scope of Supply & Equipment Details

	Model Number	Quantity
Monitoring Equipment	**MIRA-MONITOR 2.2-OM-TCPIP**	**1 / engine**
Data Logger	MIRA-MONITOR 2.2-OM-TCPIP	1 / engine
• Enclosure	NEMA 4 (Indoor/Outdoor Rated)	
• Communications	Modbus TCP/IP over Ethernet	
• Weight	38 lbs	

Customer Scope Of Supply

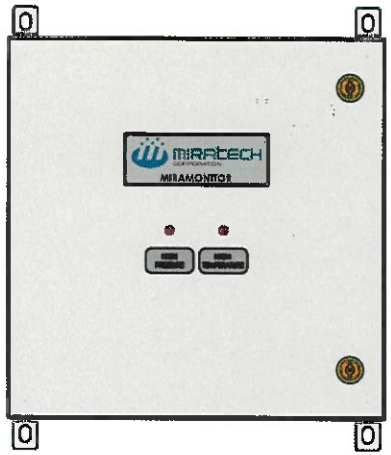
- Support Structure
- Attachment to Support Structure (Bolts, Nuts, Levels, etc.)
- Expansion Joints
- Exhaust Piping
- Inlet Pipe Bolts, Nuts, & Gasket
- Outlet Pipe Bolts, Nuts, & Gasket

Special Notes & Conditions

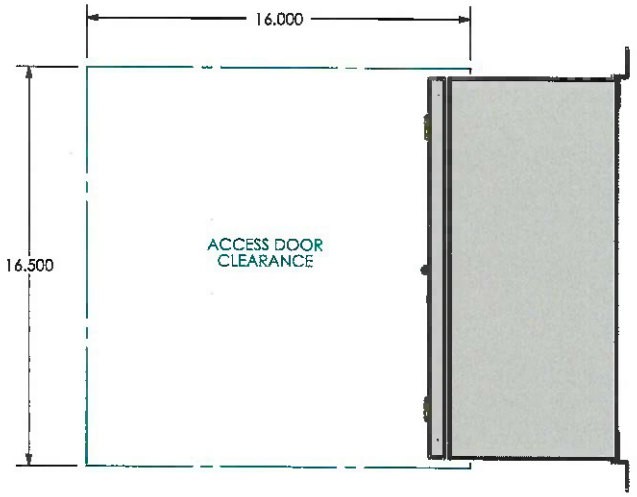
1. For housings and exhaust components that are insulated, internally or externally, please refer to Section 7.1 of the General Terms and Conditions of Sale to prevent voiding MIRATECH product warranty.

   Carbon steel is suitable for temperatures up to 900° F / 482° C continuously, when covered with external insulation or a heat shield. For continuous operation above 900° F / 482° C, where the equipment is externally insulated or has a heat shield, stainless steel should be used.

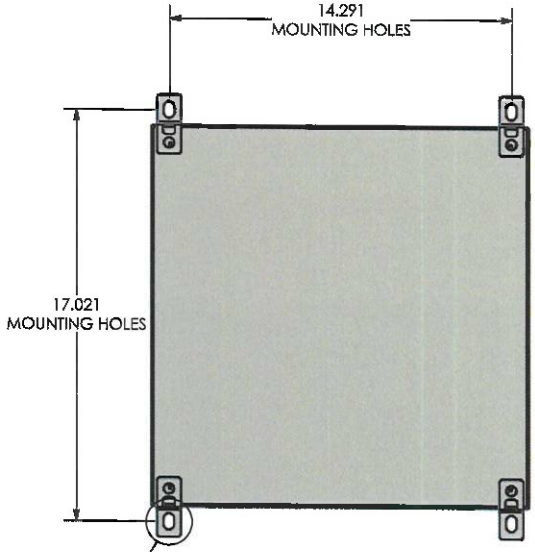
- A packed silencer installed upstream of the MIRATECH catalyst system will void MIRATECH's limited warranty.
- Final catalyst housings are dependent on engine output and required emission reductions. Changes may be made to optimize the system design at the time of order.
- Any drawings included with this proposal are preliminary in nature and could change depending on final product selection.
- Any sound attenuation listed in this proposal is based on housing with catalyst elements installed.
- Any emission reductions listed in this proposal are based on housing with catalyst elements installed.
- MIRATECH will confirm shipping location upon placement of order.



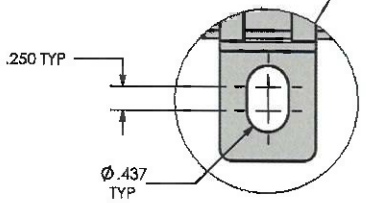
FRONT VIEW



RIGHT VIEW



BACK VIEW



DETAIL A
SCALE 1 : 2

NOTES:

1. ENCLOSURE SUITABLE FOR INDOOR/OUTDOOR INSTALLATION. NEMA 4RATED.
2. 32° - 122°F TEMPERATURE LIMIT.
3. POWER CONSUMPTION 0.3A, 120VAC.

PROJECT NAME	
PROPOSAL NUMBER	
SALES ORDER NO.	
CUSTOMER P.O.	

PROPRIETARY AND CONFIDENTIAL

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF MIRATECH CORPORATION. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF MIRATECH CORPORATION IS PROHIBITED.

DIMENSIONS ARE APPROXIMATE IN INCHES UNLESS OTHERWISE SPECIFIED

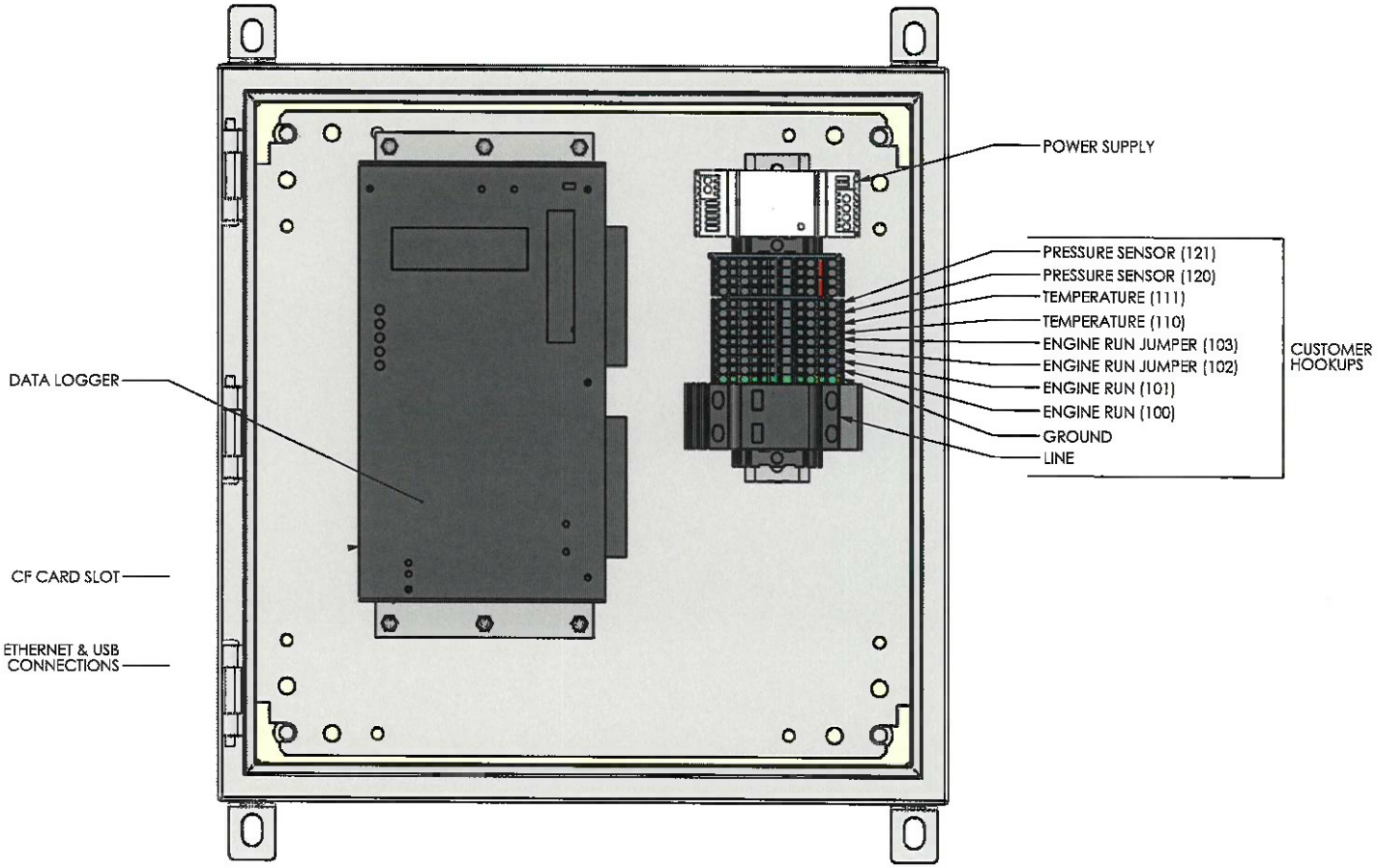
DO NOT SCALE DRAWING

DRAWN	JFS	DATE	06/19/2013
REVIEWED BY	CDT	DATE	06/19/2013

MIRATECH

MIRA-MONITOR 2.2-OM-TCPIP
Sales Drawing

DRAWING	MIRA-MONITOR 2.2-OM-TCPIP SD			REV 0
SIZE A	SCALE 1:8	WEIGHT: 38 lb	SHEET 1 OF 2	



FRONT VIEW
(LID OPENED)

NOTES:

1. ENCLOSURE SUITABLE FOR INDOOR/OUTDOOR INSTALLATION. NEMA 4RATED.
2. 32° - 122°F TEMPERATURE LIMIT.
3. POWER CONSUMPTION 0.3A, 120VAC.

PROJECT NAME	**PROPRIETARY AND CONFIDENTIAL** THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF MIRATECH CORPORATION. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF MIRATECH CORPORATION IS PROHIBITED.	DIMENSIONS ARE APPROXIMATE IN INCHES UNLESS OTHERWISE SPECIFIED	MIRATECH				
PROPOSAL NUMBER		DO NOT SCALE DRAWING	**MIRA-MONITOR 2.2-OM-TCPIP Sales Drawing**				
SALES ORDER NO.		DRAWN JFS	DATE 06/19/2013	DRAWING MIRA-MONITOR 2.2-OM-TCPIP SD			REV 0
CUSTOMER P.O.		REVIEWED BY CDT	DATE 06/19/2013	SIZE A	SCALE 1:4	WEIGHT: 38 lb	SHEET 2 OF 2

To:	Ed Rice City of Marshall 323 West Michigan Avenue Marshall, MI 49068	**Phone:** **Mobile:** **Email:**	(269) 558-0329 (517) 712-9898 erice@cityofmarshall.com
CC:	Emily Faulkner/MIRATECH		
From:	Greg Laemmer MIRATECH (Naperville, IL) 200 S Main St Naperville, IL 60540	**Phone:** **Fax:** **Email:**	(918) 513-1252 (918) 933-6231 glaemmer@miratechcorp.com

Project Reference:	Marshall White Oak Engine 2
Proposal Number:	GL-23-005976
Date:	**9/7/2023**
Prices will be confirmed at time of order	

Dear Ed:

MIRATECH welcomes the opportunity to provide you with a proposal for an NSCR system. We are confident that your organization will benefit from selecting us for this project for the following reasons:

Experience.
- MIRATECH is the leader in providing Oxidation and Three Way Catalyst, SCR & DPF systems; having more than 24,000 successfully operating units installed in North America, South America, Europe and Asia.

World-Class Technology.
- Consistently set the standards for Best Available Control Technology (BACT)
- Simple, user-friendly control and communication technology; connects to any building's communication systems

U.S. & European Field Services & Support.
- Fast-response field service & technical support
- Replacement components in stock in Tulsa, OK & Sinntal, Germany
- In-house engineering & product support

The system offered for this project is in accordance with the engine and technical data received or estimated from your company and is designed to provide emission reduction for carbon monoxide (CO) as listed on the Application & Performance Warranty Data page. MIRATECH warrants the quoted performance based on the engine emission and operating data you have provided us and that is contained in this proposal. Please note that some engine assumptions might be used and converter size may change based on actual engine data.

Again, thank you for the opportunity to provide this proposal. We are confident that our products will meet your technical needs and provide the best solution for your investment. If you have any questions, please do not hesitate to contact me. I will call you next week to confirm your receipt and satisfaction with this proposal.

Best Regards,
Greg Laemmer
Regional Sales Manager
MIRATECH (Naperville, IL)

Engineer Sized By: Andrew (AJ) Miller/MIRATECH

Oxidation Base System Content

	QTY	Price	Extended Price
Oxidation Housing & Catalyst – *SP-IQ2-28-TBD*	1		
IQ, Catalyst-Only Housing with Removable Catalyst(s), Carbon Steel			
Nut, Bolt, and Gasket Set – *NBG-IQ28-1*	1		
IQ, Single Layer, Nut, Bolt, and Gasket Set			
Catalyst Housing – *SP-IQ2-28-TBD-HSG-0*	1		
Oxidation Catalyst – *MECB-OX-RB2894-2675-0000-291*	1		
IQ, 3 Year Warranty, Oxidation, Replacement Element			
Emission Insulation Blanket – *IB-SP-IQ2-28-TBD*	1		
2" THK Removable Fiberglass Insulation Blanket with Silicone Cloth EXT & 304 SS Mesh INT Lining			
Oxidation Base System Price	1		

TBD in the part number is a temporary place holder. Unique part number will be assigned upon receipt of order. If your purchase order must match our invoice or your system requires exact part number to issue order, please contact MIRATECH for unique part number.

Optional Content

	QTY	Price	Extended Price
Monitoring Equipment – *MIRA-MONITOR 2.2-OM-TCPIP*	1		
MIRA-MONITOR, Pressure and Differential Temperature Monitor and Data Logger			

Payment Terms

Invoice on shipment, payment net 30 days (subject to account status)

Shipment

All equipment is Ex Works Tulsa, OK

Delivery

The following lead times specify the time from receipt of order by MIRATECH to product ready to ship. Lead times shown are for quantities of 1 or 2 unless otherwise specified. **For quantities in excess of 2, please obtain a commitment from MIRATECH.**

7 business days (SP-IQ2-28-TBD)

Terms & Conditions

This offer is in strict adherence to the General Terms and Conditions of Sale, located on our website:https://www.miratechcorp.com/terms-conditions

- Quotes are subject to upward adjustment for increases in steel pricing in accordance with the most recent American Metals Market (www.amm.com) index for Hot Rolled steel or applicable successor index.
- All pricing will be confirmed at time of order, effective for product shipments within 60 days of order date. All shipments scheduled by customer later than 60 days from order entry may be subject to price adjustment.
- Due to the current volatility of stainless steel costs, Pricing in Effect at the time of order (if released for production) or at release for production will be applied. Current pricing will be provided at time of order entry or release for production.
- Products are manufactured specifically for your order, as such we are unable to accept returns for reasons other than warranty purposes.

Application & Performance Warranty Data

Project Information

Site Location:	MI
Project Name:	Marshall White Oak Engine 2
Application:	Prime Power
Number Of Engines:	1
Operating Hours per Year:	200

Engine Specifications

Engine Manufacturer:	Nordberg
Model Number:	FSG-138
Rated Speed:	450 RPM
Type of Fuel:	Ultra-Low Sulfur Diesel (ULSD)
Type of Lube Oil:	0 sulfated ash or less
Number of Exhaust Manifolds:	1

Engine Cycle Data

Load	Speed	Power	Exhaust Flow	Exhaust Temp.	Fuel Cons.	CO	O_2	H_2O
%		*kW*	*scfh/bhp*	*° F*		*g/bhp-hr*	*%*	*%*
100	Rated	1,130	170	800		4	10	12

Emission Data (100% Load)

Emission	Raw Engine Emissions						Target Outlet Emissions						Calculated Reduction
	g/bhp-hr	*tons/yr*	*ppmvd @ 15% O_2*	*ppmvd*	*g/kW-hr*	*lb/MW-hr*	*g/bhp-hr*	*tons/yr*	*ppmvd @ 15% O_2*	*ppmvd*	*g/kW-hr*	*lb/MW-hr*	
CO	4	1.34	432	798	5.364	11.83	1.2	0.4	130	240	1.609	3.55	70%

System Specifications

Oxidation System Specifications (SP-IQ2-28-TBD, IB-IQ2-28-14)

Housing Model Number:	SP-IQ2-28-TBD-HSG-0
Element Model Number:	MECB-OX-RB2894-2675-0000-291
Number of Catalyst Layers:	1
Number of Spare Catalyst Layers:	1
Design Exhaust Flow Rate:	170 scfh/bhp
Design Exhaust Temperature[1]:	800° F
Exhaust Temperature Limits*:	550° F – 1250° F (catalyst inlet); 1350° F (catalyst outlet)
System Pressure Loss:	5.7 inH_2O (Clean)

* General catalyst temperature operating range. Performance is based on the Design Exhaust Temperature.

MIRATECH Scope of Supply & Equipment Details

	Model Number	Quantity
Oxidation Housing & Catalyst	**SP-IQ2-28-TBD**	**1 / engine**
Catalyst Housing	SP-IQ2-28-TBD-HSG-0	1 / engine
• Material	Carbon Steel	
• Paint	Standard High Temperature Black Paint	
• Instrumentation Ports	2 inlet/2 outlet (1/2" NPT)	
• Oxygen Sensor Ports	1 inlet/1 outlet (18mm)	
• Approximate Diameter	26 in	
• Inlet Pipe Size & Connection	18 in FF Flange, 150# ANSI standard bolt pattern	
• Outlet Pipe Size & Connection	18 in FF Flange, 150# ANSI standard bolt pattern	
• Overall Length	43 in	
• Weight Without Catalyst	279 lbs	
Oxidation Catalyst	MECB-OX-RB2894-2675-0000-291	1 / engine
Nut, Bolt, and Gasket Set	NBG-IQ28-1	1 / engine
Emission Insulation Blanket	**IB-SP-IQ2-28-TBD**	**1 / engine**
Emission Insulation Blanket	IB-SP-IQ2-28-TBD	1 / engine

Optional Content MIRATECH Scope of Supply & Equipment Details

	Model Number	Quantity
Monitoring Equipment	**MIRA-MONITOR 2.2-OM-TCPIP**	**1 / engine**
Data Logger	MIRA-MONITOR 2.2-OM-TCPIP	1 / engine
• Enclosure	NEMA 4 (Indoor/Outdoor Rated)	
• Communications	Modbus TCP/IP over Ethernet	
• Weight	38 lbs	

Customer Scope Of Supply

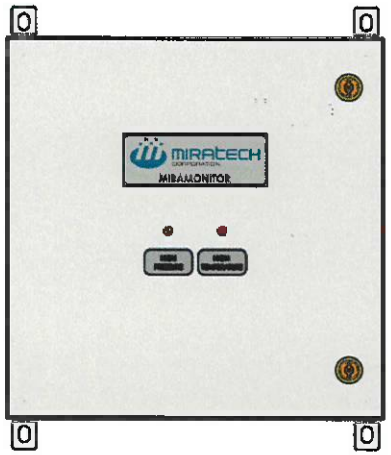
- Support Structure
- Attachment to Support Structure (Bolts, Nuts, Levels, etc.)
- Expansion Joints
- Exhaust Piping
- Inlet Pipe Bolts, Nuts, & Gasket
- Outlet Pipe Bolts, Nuts, & Gasket

Special Notes & Conditions

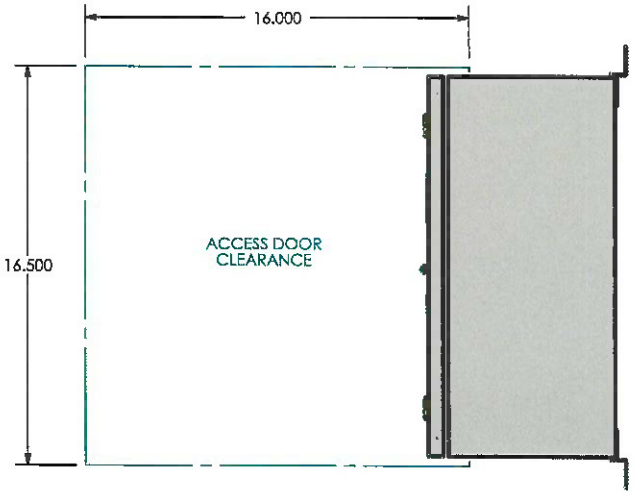
1. For housings and exhaust components that are insulated, internally or externally, please refer to Section 7.1 of the General Terms and Conditions of Sale to prevent voiding MIRATECH product warranty.

   Carbon steel is suitable for temperatures up to 900° F / 482° C continuously, when covered with external insulation or a heat shield. For continuous operation above 900° F / 482° C, where the equipment is externally insulated or has a heat shield, stainless steel should be used.

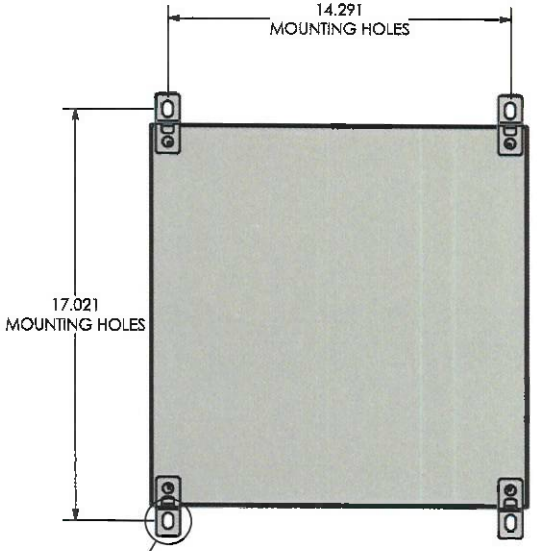
- A packed silencer installed upstream of the MIRATECH catalyst system will void MIRATECH's limited warranty.
- Final catalyst housings are dependent on engine output and required emission reductions. Changes may be made to optimize the system design at the time of order.
- Any drawings included with this proposal are preliminary in nature and could change depending on final product selection.
- Any sound attenuation listed in this proposal is based on housing with catalyst elements installed.
- Any emission reductions listed in this proposal are based on housing with catalyst elements installed.
- MIRATECH will confirm shipping location upon placement of order.



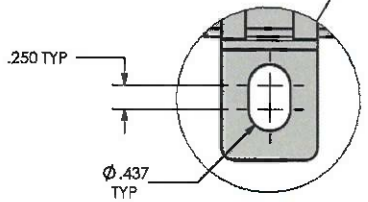
FRONT VIEW



RIGHT VIEW



BACK VIEW



DETAIL A
SCALE 1 : 2

NOTES:

1. ENCLOSURE SUITABLE FOR INDOOR/OUTDOOR INSTALLATION. NEMA 4RATED.
2. 32° - 122°F TEMPERATURE LIMIT.
3. POWER CONSUMPTION 0.3A, 120VAC.

PROJECT NAME	
PROPOSAL NUMBER	
SALES ORDER NO.	
CUSTOMER P.O.	

PROPRIETARY AND CONFIDENTIAL

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DIMENSIONS ARE APPROXIMATE IN INCHES UNLESS OTHERWISE SPECIFIED

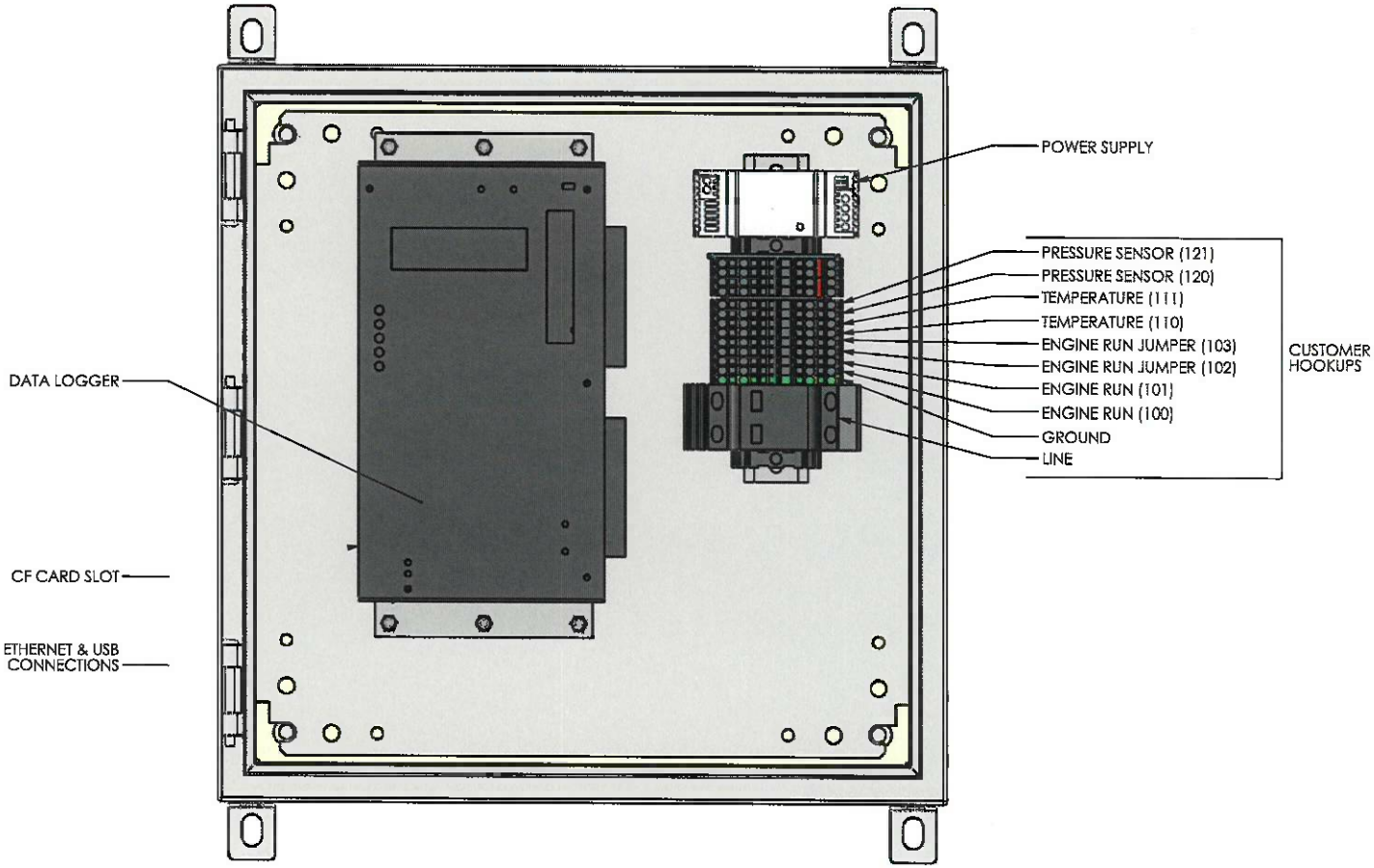
DO NOT SCALE DRAWING

DRAWN	JFS	DATE	06/19/2013
REVIEWED BY	CDT	DATE	06/19/2013

MIRATECH

MIRA-MONITOR 2.2-OM-TCPIP
Sales Drawing

DRAWING	MIRA-MONITOR 2.2-OM-TCPIP SD			REV 0
SIZE A	SCALE 1:8	WEIGHT: 38 lb	SHEET 1 OF 2	

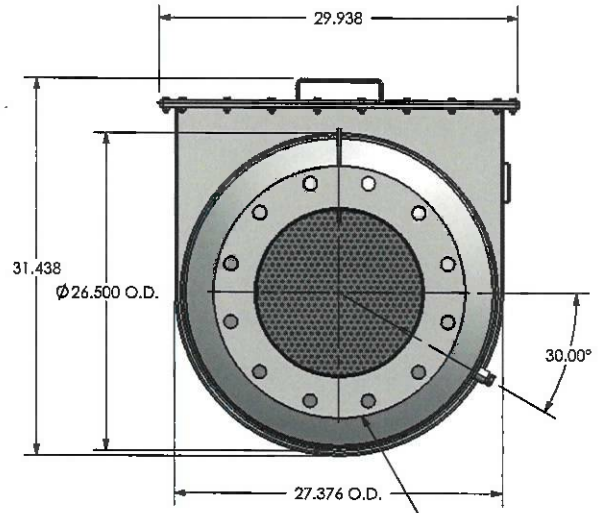


FRONT VIEW
(LID OPENED)

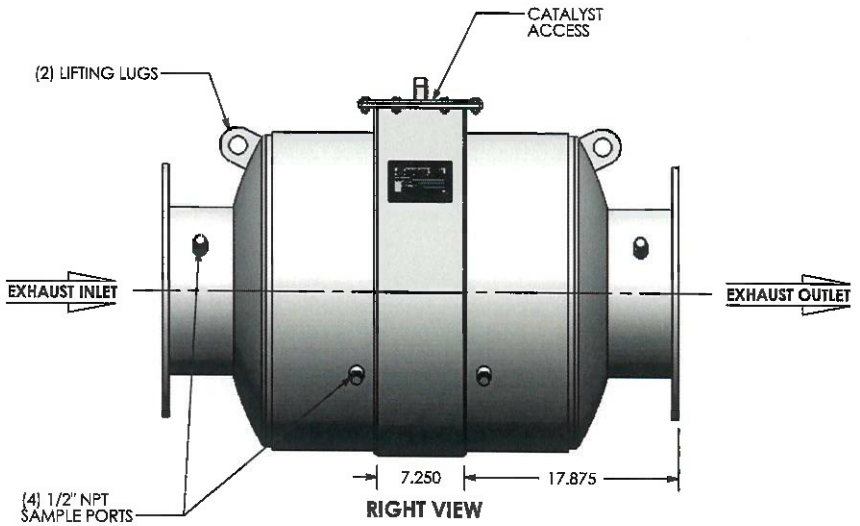
NOTES:

1. ENCLOSURE SUITABLE FOR INDOOR/OUTDOOR INSTALLATION. NEMA 4RATED.
2. 32° - 122°F TEMPERATURE LIMIT.
3. POWER CONSUMPTION 0.3A, 120VAC.

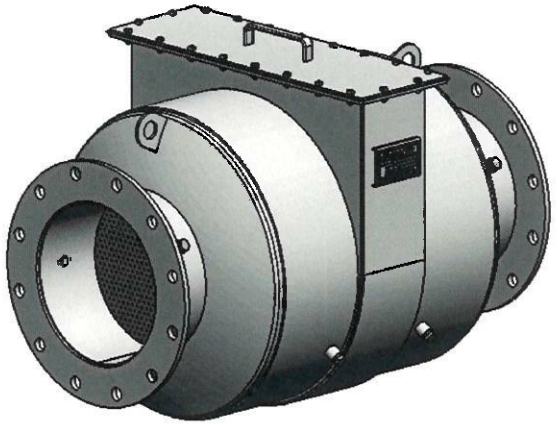
PROJECT NAME	**PROPRIETARY AND CONFIDENTIAL** THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF MIRATECH CORPORATION. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF MIRATECH CORPORATION IS PROHIBITED.	DIMENSIONS ARE APPROXIMATE IN INCHES UNLESS OTHERWISE SPECIFIED	MIRATECH				
PROPOSAL NUMBER		DO NOT SCALE DRAWING	**MIRA-MONITOR 2.2-OM-TCPIP Sales Drawing**				
SALES ORDER NO.		DRAWN JFS	DATE 06/19/2013	DRAWING MIRA-MONITOR 2.2-OM-TCPIP SD			REV 0
CUSTOMER P.O.		REVIEWED BY CDT	DATE 06/19/2013	SIZE A	SCALE 1:4	WEIGHT: 38 lb	SHEET 2 OF 2

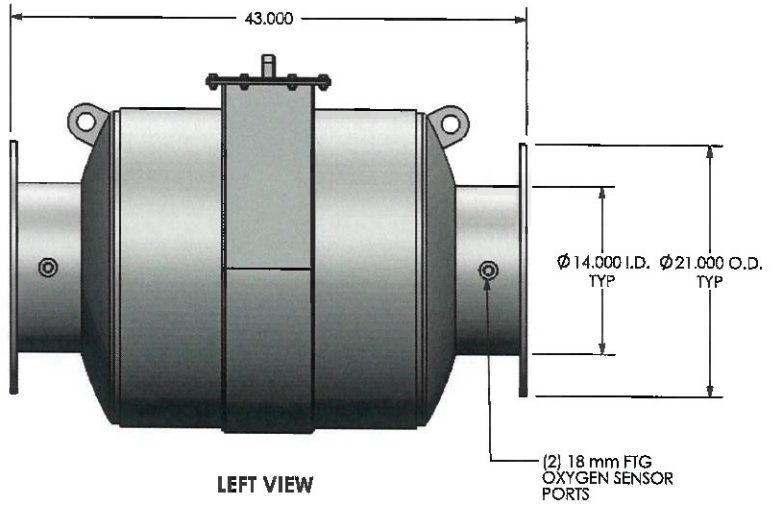


FRONT VIEW



RIGHT VIEW





LEFT VIEW

MATERIAL CONSTRUCTION:

-CARBON STEEL

PROJECT NAME	
PROPOSAL NUMBER	
SALES ORDER NO.	
CUSTOMER P.O.	

PROPRIETARY AND CONFIDENTIAL

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DIMENSIONS ARE APPROXIMATE IN INCHES UNLESS OTHERWISE SPECIFIED

DO NOT SCALE DRAWING

DRAWN	CDT	DATE	12/16/2011
REVIEWED BY	AJM	DATE	12/19/2011

MIRATECH

IQ2-28-14
Sales Drawing

DRAWING	IQ2-28-14 SD			REV 0
SIZE A	SCALE 1:16	WEIGHT: 369 lb FULLY LOADED	SHEET 1 OF 1	

ITEM: 12.D
ADMINISTRATIVE REPORT

TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Kevin Maynard, Director of Electric Utilities
DATE: February 5, 2024
SUBJECT: **CAT PEAKING PROJECT INTERCONNECTION AND LEASE AGREEMENTS**

On June 5, 2023, Marshall City Council authorized the City Manager to execute a power sales contract and supplemental agreement with American Municipal Power, Inc. (AMP) regarding the City's participation in the AMP Michigan CAT Peaking Project.

The Michigan South Central Power Agency (MSCPA) proposes installation of four 2.5-MW Caterpillar G3520 natural gas generators in Marshall. Three of the units will be installed in the Power Plant #2 building (adjacent to the Public Services Building), which currently houses City Generator #6. The fourth unit will be placed in an outdoor enclosure at the South Substation, south of the Power Plant. Natural gas and electric infrastructure to connect with the generating units is readily available at these two locations.

This estimated $10.5 million generating improvement will be owned, operated and financed by American Municipal Power (AMP). The project debt will be carried by AMP, not by the City of Marshall. This is similar to the arrangement that the City and AMP have regarding the Prairie State Energy Campus, AMP Fremont Energy Center and AMP Hydroelectric projects. Project fixed and variable costs (including debt service and fuel) will be recovered as part of the City's monthly AMP power supply invoice.
The proposed arrangement requires lease agreements between AMP and the City to allow AMP to place its generators in the City-owned Plant #2 building and South Substation, and also interconnection agreements to allow the new CAT generators to be connected to the municipal electric distribution system.

Attached are separate lease and interconnection agreements for the Power Plant #2 site and the South Substation site. Since the generators are being sited in Marshall and interconnected with the municipal electric system for the benefit of the City of Marshall and its electric customers, there are no lease or interconnection payments included in the arrangements. The lease and interconnection agreements are effective during the service life of the AMP Michigan CAT Peaking Project.

Benefits of the proposed project include:

- Stabilize 10 MW of capacity costs over the 30-year life of the generating units
- Replace capacity contracts with local generating assets (rent vs. own)
- Approximately the same cost as current capacity contracts

- Replace capacity contracts with CAT units
- Little projected customer rate impact
- Generate energy to reduce purchases from the market
- An additional 10 MW backup generation is available in the event of an emergency.
- AMP finances, owns, operates and maintains the project.

BUDGET IMPACT:
Execution of the interconnection and lease agreements will have no budgetary impact; they are a necessary part of the AMP Michigan CAT Peaking Project approved by City Council on June 5, 2023. No lease or interconnection payments are included in the arrangements.

RECOMMENDATION:
Approve the attached AMP Michigan CAT Peaking Project lease and interconnection agreements with American Municipal Power, Inc. and authorize the City Manager and City Clerk to sign the necessary documents.

AMP CONTRACT NO._____

INTERCONNECTION AGREEMENT
BETWEEN
THE CITY OF MARSHALL, MICHIGAN
AND
AMERICAN MUNICIPAL POWER, INC.

THIS INTERCONNECTION AGREEMENT ("Agreement") is made this _____ day of _____, 2024 by and between American Municipal Power, Inc. ("AMP"), and the City of Marshall, Michigan, a political subdivision duly organized and existing under and by virtue of the laws of the State of Michigan that owns and operates an electric utility system ("Municipality/Host").

WHEREAS, certain of AMP's Members, including the Municipality, have determined they require additional, long-term sources of reliable, and reasonably priced electric capacity and energy and have requested that AMP arrange for the same;

WHEREAS, in furtherance of such purpose, Municipality, along with other Members (collectively "Participants") request and AMP agrees and intends to finance, construct, operate and own certain reciprocating internal combustion engine systems, to be known collectively as the AMP Michigan CAT Peaking Project (as hereinafter defined, "AMP Michigan CAT Peaking Project"); and

WHEREAS, AMP has resolved, in accordance with this Agreement, to develop, including, as appropriate, the financing, acquisition, construction, ownership and operation of, and arrangements for the acquisition, financing, payment and prepayment of fuel for, its ownership interest in the AMP Michigan CAT Peaking Project (the "Project") as well as other arrangements related thereto, which AMP and, in certain cases, the Participants, deem necessary to enable AMP to fulfill its obligations hereunder to sell and transmit, or otherwise make available, electric capacity and energy to the Participants pursuant to the AMP Michigan CAT Peaking Project Power Sales Contract (hereinafter "CAT PSC"); and

WHEREAS, in order to obtain such sources of electric capacity and energy, the Participants are willing to pay AMP for their respective rights to such electric capacity and energy and transmission service at rates that are sufficient, but only sufficient, to enable AMP to (i) recover all costs and expenses incurred with respect to, and arrangements for

the acquisition, financing, payment and prepayment of fuel for, the Project as set forth herein, all other Power Sales Contract Resources obtained by AMP to supplement the Project, and related service arrangements undertaken by AMP to enable it to fulfill its obligations hereunder, and (ii) recover any other expenditures or revenues authorized hereunder.

WHEREAS AMP and Host have entered or will enter into CAT PSC regarding the AMP Michigan CAT Peaking Project dated as of July 31, 2023 (AMP Contract No. 2023-009076-MAS);

WHEREAS AMP intends to install and operate or cause to be installed and operated a reciprocating internal combustion engine system (the "CAT System") to be built on a site leased to AMP, located at 900 South Marshall Avenue, Marshall, MI 49068 ("Site"). The CAT System at this location is projected to have a Capacity of approximately 7.5 megawatts ("MW")(AC); and,

WHEREAS AMP and Host desire to enter into this Agreement for the purposes of interconnecting the CAT System to the Host's electric utility system (the "Host Electric System") through the Interconnection Facilities (hereinafter defined) in order to enable AMP to make available, or from time to time deliver, electric Capacity, Energy and Environmental Attributes from the CAT System into the Host's Electric System in accordance with this Agreement and the CAT PSC.

NOW THEREFORE, the Parties agree as follows:

I. Definitions.

The definitions of capitalized terms herein shall be as set forth in the CAT PSC, in addition to those noted below.

A. Applicable Law shall mean all federal, state and local law and regulations including but not limited to the Federal Power Act, MISO's Governing Documents, the terms and conditions of any Interconnection and Operating agreements entered into with the interconnecting Transmission Owner whether directly by Host or by another entity on behalf of Host, and the interconnecting Transmission Owner's requirements.

B. Applicable Technical Standards shall mean those certain technical requirements and standards applicable to the interconnection of Host to Transmission

Facilities, MISO's Governing Documents; and the standards, requirements and guidelines of NERC and each applicable NERC Regional Entity.

C. Host shall mean the Host noted above.

D. Incumbent Transmission Owner shall mean the owner of the transmission zone in which the Host is located.

E. Interconnection Facilities shall mean the equipment on both sides of the Point of Interconnection that is presently in place or has been mutually determined is necessary in order to interconnect with and deliver Capacity and Energy from the CAT System to Host's Electric System, as set forth in Appendix A hereto. Interconnection Facility includes the additions, modifications, and/or reinforcements to Host's Electric System that Host, in the exercise of its reasonable judgment and consistent with Prudent Utility Practice, deems necessary to support receipt and subsequent distribution of Capacity and Energy from the CAT System.

F. Interconnection and Operating Agreements shall mean any agreements entered into by and between either Host and the Incumbent Transmission Owner or another Entity on behalf of Host and the Incumbent Transmission Owner to establish the terms and conditions for the interconnection and coordinated operation of Host's electric distribution systems and their use of certain transmission and/or distribution facilities to serve its wholesale load, which are separate from the rates, terms and conditions of transmission service provided by MISO under the Governing Documents.

G. Lease shall mean the Lease Agreement between Project Owner and Host, dated as of _____, 202 , for the Site.

H. MISO shall mean the Midcontinent Independent System Operator, Inc.

I. Peak-Shaving shall mean the operation of a generator during a MISO system wide peak or the Transmission Owner's zonal transmission peak.

J. Point of Interconnection shall mean the point at which the CAT System interconnects with the facilities of Host as specified in Appendix A.

K. Transmission Owner Zone shall mean the transmission system in which Host's service area is interconnected.

II. Term and Termination.

A. Term. Subject to the conditions contained herein, this Agreement shall become effective upon execution and shall be co-terminus with the length of the Lease, including any successive Lease entered into subsequent to the sale or assignment of the CAT PSC, approved by Host in duly enacted Resolution No. 2023-20 and for six (6) months thereafter ("Interconnection Term"), unless terminated earlier for any reason set forth in this Agreement. For the avoidance of doubt, the termination of the CAT PSC shall not result in the termination of this Agreement.

III. Interconnection Service.

A. AMP Responsibilities.

1. AMP shall be responsible for all costs of design, construction, installation, and maintenance of the Interconnection Facilities on AMP's side of the Point of Interconnection as set forth in Appendix A. Such design, construction, installation, and maintenance shall be in accordance with Prudent Utility Practice. AMP shall be solely responsible for the construction and installation of the Interconnection Facilities on AMP's side of the Point of Interconnection. Any Interconnection Facilities listed in Appendix A that are installed on AMP's side of the Point of Interconnection shall become the property of AMP on the Commercial Operation Date, with AMP possessing full and unencumbered title thereto.

2. AMP shall provide Host access to AMP's site and Interconnection Facilities at no cost to Host for the purpose of ensuring safe and reliable operations of Host Electric System.

3. AMP shall be responsible for procuring and paying for all ancillary services it requires with respect to bidding Capacity available from and scheduling the Energy produced by the CAT System.

4. AMP shall be responsible for compliance with, and all costs associated with complying with, any and all Applicable Technical Standards to interconnect the Project, including any requirements of the Incumbent Transmission Owner pursuant to any Interconnection and Operating Agreements or other requirements.

5. AMP shall be responsible for installing and maintaining compatible metering and communications equipment to accurately account for the Capacity, associated Energy and reactive power made available or delivered to Host's Electric System. AMP shall have access to such metering data on a real time basis. AMP will also provide Host with a meter socket to the extent that Host intends to install additional metering.

6. Subject to Article III(B), AMP shall operate and maintain the Interconnection Facilities on AMP''s side of the Point of Interconnection. AMP agrees to operate and maintain those Interconnection Facilities in accordance with Prudent Utility Practice.

B. Host Responsibilities.

1. Host shall be responsible for all costs of design, construction, installation, and maintenance of the Interconnection Facilities on Host's side of the Point of Interconnection, if any, as set forth in Appendix A. Such design, construction, installation, and maintenance shall be in accordance with Prudent Utility Practice. Host shall be solely responsible for the construction and installation of the Interconnection Facilities on Host's side of the Point of Interconnection. Any Interconnection Facilities listed in Appendix A that are installed on Host's side of the Point of Interconnection shall be the property of Host on the Commercial Operation Date, with Host possessing full and unencumbered title thereto.

2. At Host's discretion, Host shall be responsible for installing and maintaining compatible metering and communications equipment to accurately account for the Capacity, associated Energy and reactive power made available or delivered from or to Host's Electric System. AMP shall have access to such metering data on a real time basis.

3. Subject to Article III(A)(1), Host shall operate and maintain the Interconnection Facilities on Host's side of the Point of Interconnection. Host agrees to operate and maintain those Interconnection Facilities in accordance with Prudent Utility Practice.

4. Host shall timely review and have the right to approve, such approval not to be unreasonably conditioned or withheld, the design, construction and installation of the Interconnection Facilities and the in service date thereof.

C. Mutual Responsibilities.

1. During the term of this Agreement, each Party shall inform the other of any changes to its respective facilities that might reasonably be expected to affect the operation of the other Party's facilities.

2. The Parties shall cooperate in good faith in connection with the development, construction, testing, start-up and operation of the CAT System, including meeting any requirements imposed by the incumbent transmission owner.

3. The Parties shall cooperate in connection with the use of the CAT System for Peak Shaving.

D. Terms and Conditions.

1. Continuity of Service. Host may curtail, interrupt or reduce deliveries of Capacity and Energy if, in the exercise of Host's reasonable judgment exercised in accordance with Prudent Utility Practice, such delivery of Capacity and Energy would have a material adverse impact on the quality of service rendered by Host to its customers by interfering with the safe and reliable operation of Host's Electric System, until the condition has been corrected. Host shall use all reasonable efforts to mitigate the extent and duration of such curtailment, interruption or reduction. Except in the case of an emergency, Host shall give AMP reasonable notice prior to any curtailment, interruption or reduction, the reason for its occurrence and its probable duration.

2. Disconnection. Host shall have the right to disconnect the Interconnection Facilities from Host Electric System, if in the exercise of its reasonable judgment exercised in accordance with Prudent Utility Practice, it determines that an emergency exists that is likely to adversely affect or impair the reliability of the CAT System or facilities on Host's side of the Point of Interconnection. Host shall reconnect the Interconnection Facilities to Host Electric System as soon as is practicable consistent with Prudent Utility Practice.

3. Interconnection Equipment Modifications.

a. Through AMP's contractor, AMP shall pay or reimburse Host for the cost of any necessary modifications to the Interconnection Facilities consistent with Prudent Utility Practice to maintain interconnection service to the CAT System that Host would not have incurred but for the interconnection of the CAT System.

b. AMP shall provide Host reasonable written prior notice of any additions, modifications and/or reinforcements to the Interconnection Facilities that AMP has reasonably determined to be necessary consistent with Prudent Utility Practice.

IV. Event of Default. Any one (1) or more of the following events shall constitute an event of default hereunder:

A. Any Party's failure to observe or perform or cause to be observed or performed any other term, covenant, agreement under this Agreement, and continuation of this failure for a period of thirty (30) days after any Party's written notice to the others specifying the nature of such Party's failure, provided, however, that such failure shall not constitute a default if it is curable but cannot with reasonable diligence be cured by such Party within a period of sixty (60) days, provided such Party proceeds to cure the failure with reasonable diligence and in good faith;

B. Project Owner's abandonment of the CAT System; or,

C. The filing of a petition in bankruptcy or insolvency, for reorganization or the appointment of a receiver or trustee of all or a portion of AMP's property, by or against AMP in any court pursuant to any statute either of the United States or of any state; and AMP's failure to secure a dismissal of the petition within one hundred twenty (120) days after its filing.

VI. Compensation. As Host is provided significant benefits from acting as a Host, no additional compensation shall be required hereunder.

VII. Limitations and Other General Provisions.

A. Standard of Care. Each Party to this Agreement shall use its reasonable commercial efforts to provide the services and perform the obligations required to be

provided and performed pursuant to this Agreement and shall act at all times in a manner consistent with Prudent Utility Practice.

B. Limitation of Remedies, Liability and Damages. No Party shall have any liability to the other for any costs, damages or liability arising from its failure to provide such services or perform such obligations absent willful and wanton misconduct by such Party. THE PARTIES AGREE THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, SUCH BREACHING PARTY'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, SUCH BREACHING PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. Each Party agrees that it will carry or cause to be carried such insurance as is customary in the electric utility industry to protect it against losses and damages that may arise in connection with the

ownership, operation and maintenance of the CAT System. Each Party shall pay all costs and expenses, including reasonable attorneys' fees, related to such Party's failure to comply with the provisions of this Agreement.

C. *Force Majeure.* Neither Party shall be considered in default under this Agreement if prevented from fulfilling any obligation due to an event of *Force Majeure*. The Party unable to perform shall: (i) notify the other Party in writing, by telephone or electronic transmission within a reasonable time after the occurrence of the event; (ii) be excused only while such *Force Majeure* event exists; and, (iii) make good faith efforts to expeditiously alleviate such situation. No Party shall be required by the foregoing provisions to settle a strike, lockout or other labor dispute affecting it except when, according to its own best judgment, such a settlement is advisable.

D. Amendments. This Agreement may be amended only in writing signed by all Parties hereto.

E. Assignment.

1. With prior notice to the Host and without consent, AMP may transfer, or assign this Agreement and its rights and obligations hereunder as collateral security for a financing or refinancing of the Project, in whole or in part.

2. Any other assignment of this Agreement by a Party without the prior express written consent of the non-assigning Party is prohibited; provided that such consent shall not be unreasonably withheld, conditioned or delayed.

F. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one (1) and the same instrument.

G. Entire Agreement. This Agreement contains the entire agreement with respect to the matters provided herein, and any agreement made after the execution of this Agreement shall be ineffective to change, modify, waive, release, discharge, or terminate this Agreement, in whole or in part, unless that agreement is in writing and signed by the Party against whom enforcement is sought.

H. No Waiver of Breach. The failure of any Party to seek redress for violation of, or to insist on the strict performance of any covenant, agreement, term, provision, or condition of this Agreement shall not constitute a waiver of the covenant, agreement,

term, provision, or condition. The receipt or payment hereunder with knowledge of the breach of any covenant, agreement, term, provision, or condition of this Agreement shall not be deemed a waiver of that breach.

I. No Third Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein. Nothing in this Agreement shall be construed to create any duty, standard of care or liability to any person not a Party to this Agreement.

J. Headings. The section and subsection headings and captions appearing in this Agreement are inserted only as a matter of convenience and shall not be given any legal effect.

K. Severability. If any restriction, covenant or provision of this Agreement shall be adjudged by a court of competent jurisdiction to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Party seeking to enforce such restriction, covenant or provision, the provisions of this Agreement shall be interpreted to carry out to the greatest extent possible the intent of the Parties and to provide to each party a reasonable approximation of the benefits such Party would have received under this Agreement if such restriction, covenant or provision had been enforceable.

L. Officials Not Liable. No official or employee of any Party shall be personally liable for any matter arising from or in any way connected to this Agreement.

M. Notices.

All Notices given by Host to AMP hereunder shall be directed to:

Attn: Jolene Thompson
President/CEO
American Municipal Power, Inc.
1111 Schrock Road, Suite 100
Columbus, Ohio 43229
Telephone: 614-540-1100
Facsimile: 614-540-1113

With a copy to:

Attn: Lisa G. McAlister
Senior Vice President/General Counsel for Regulatory Affairs

American Municipal Power, Inc.
1111 Schrock Road, Suite 100
Columbus, Ohio 43229
Telephone: 614-540-6400
Facsimile: 614-540-6397

All Notices given by AMP to Host hereunder shall be directed to:

_____
_____
_____
_____
Telephone:
Facsimile:

The Parties shall update the notice addresses and contacts by written notice to the other as appropriate.

N. Governing Law. The terms and provisions of the Agreement and the rights and obligations of the Parties hereto shall be in accordance with the CAT PSC and shall be governed by and construed in accordance with the laws of the State of Michigan.

O. Limited Obligation. All obligations of the Host under this Agreement are limited obligations of the Host, payable solely from the revenues of the Host's Electric System.

(signature page follows)

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed.

AMERICAN MUNICIPAL POWER, INC.	**CITY OF MARSHALL, MICHIGAN**
By:_____ Jolene M. Thompson President/CEO	By:_____
Approved as to Form and Attest:	Approved as to Form and Attest:
By:_____ Lisa G. McAlister Senior VP/General Counsel	By:_____

APPENDIX A

INTERCONNECTION FACILITIES

[See Attached]

4881-4375-6162, v. 4

AMP MICHIGAN CAT R.I.C.E. PEAKING PROJECT
LEASE AGREEMENT

This Lease Agreement (this "Lease") is made and entered into as of the ___ day of _____, 2024, ("Effective Date") by and between the City of Marshall, Michigan, a municipal corporation ("Lessor"), with an office at 900 South Marshall Avenue, Marshall, Michigan 49068, and American Municipal Power, Inc., with an office at 1111 Schrock Road, Suite 100, Columbus, Ohio 43229 ("Lessee") (each individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the Lessor owns property commonly known as the Marshall Power Plant (Plant #1), in Marshall, Michigan, and more particularly described on Exhibit A and depicted in Exhibit A-1 attached hereto and made a part hereof (the "Premises"); and

WHEREAS, Lessee desires to lease the Premises for the purpose of placing on it a generating facility consisting of one or more reciprocating internal combustion engines and ancillary or related services and facilities thereto (the "CAT Peaking Facility") used in the provision of electric power to Lessor and certain other members of Lessee; and

WHEREAS, a portion of the electric energy and certain related products produced by the CAT Peaking Facility, among other such facilities, will be sold to Lessor; and

WHEREAS, the Lessee has agreed to cause the CAT Peaking Facility, as hereinafter defined, to be constructed, improved, repaired, replaced and operated on the Premises; and

WHEREAS, Lessor and Lessee desire to set forth in writing the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of the mutual obligations, representations and promises contained in this Lease, the parties hereto agree as follows:

1. DESCRIPTION

1.01 For valuable consideration, including in consideration of the benefits flowing to Lessor under the Power Sales Contract referenced in Section 2.01 of this Lease, Lessor hereby leases to Lessee and Lessee rents from Lessor the Premises. This Lease and the Premises are

subject to all liens, encumbrances, conditions, rights, easements, restrictions, rights-of-way, covenants, other matters of record and zoning and building laws, ordinances, regulations and codes governing the Premises.

2. **TERM AND RENT**

2.01 Term. Lessee's obligation to pay rent and occupy the Premises in accordance with this Lease shall begin on the Effective Date and be coextensive with the term of the AMP Michigan CAT Peaking Project Power Sales Contract between American Municipal Power, Inc. and Lessor and designated as AMP Contract No. 2023-009076-MAS (the "Power Sales Contract") and a further period of six (6) months following the expiration of the Power Sales Contract ("Lease Term"), unless terminated earlier for any reason set forth in this Lease.

2.02 Rent. During the Lease Term, Lessee shall pay rent to Lessor, without notice or demand and without abatement, reductions, or set-off for any reason, at Lessor's office referenced above. Rent shall be payable as follows: One Dollar ($1.00) on the date this Lease is signed by both parties covering the period from such date to the end of the Lease Term, the receipt and sufficiency of which is hereby acknowledged by the parties.

2.03 Taxes. Lessee shall be responsible for and pay any and all property taxes and assessments levied against the land, project rights or equipment as may accrue during the Lease Term. Lessee may contest the legal validity or amount of any such taxes, and may institute such proceedings as it considers necessary, provided that Lessee shall bear all expenses in pursuing such contest or proceeding. Lessor agrees to render to Lessee, at Lessee's sole expense, all reasonable assistance in contesting the validity or amount of any such taxes, including joining in the signing of any reasonable protests or pleading which Lessee may deem advisable to file.

3. **USE OF PREMISES**

3.01 Use. Lessee shall have the right to use the Premises for the construction, operation and maintenance of the following items: CAT Peaking Facility and facilities connecting the CAT Peaking Facility with Lessor's Electric System and all necessary and reasonable purposes associated therewith, provided that any use shall be subject to the terms and conditions of that certain Interconnection Agreement by and between Lessee and Lessor relating to the CAT Peaking Facility (the "Interconnection Agreement"). Lessee shall make no alterations, or actions to the

Premises without permission of Lessor, except as may be provided herein. Lessor has no right and shall not claim a right in any fixture placed on the Premises, except as may be claimed as a result of abandonment, default or termination of this Lease as herein provided.

3.02 Site Maintenance. Lessee shall mow and otherwise maintain the Premises for the purposes of operating and maintaining the CAT Peaking Facility.

3.03 Site Access. As reasonably agreed upon my parties, Lessor shall grant such easements, rights of way, lay-down rights, and other rights necessary for the construction, maintenance, operation, and decommissioning of the CAT Peaking Facility on, over, under, across or through Lessor's property adjoining the Premises.

4. LAWS AND REGULATIONS

4.01 Compliance with Legal Requirements. Lessee shall promptly comply with all laws, environmental laws, and ordinances, and all orders, rules, regulations, and requirements of federal, state, and municipal governments and appropriate departments, commissions, boards, and offices of these governments ("Legal Requirements") throughout the term of this Lease, and without cost to Lessor. Lessee shall promptly comply with these Legal Requirements whether they are foreseen or unforeseen, or ordinary or extraordinary, except that any compliance with Legal Requirements associated with Lessor's use of the Premises shall be the sole responsibility of the Lessor.

4.02 Contest of Legal Requirements. Lessee shall have the right, after prior written notice to Lessor, to contest the validity of any Legal Requirements by appropriate legal proceedings, provided Lessor shall not be subject to any criminal or civil liability as a result of any legal contest. Lessee shall indemnify and hold Lessor harmless from all loss, claims, and expenses, including reasonable attorneys' fees, as a result of Lessee's failure to comply with Legal Requirements or any contest relating to Legal Requirements, except any contest of any Legal Requirement enacted by Lessor, subsequent to the Effective Date.

4.03 Material Compliance. To the best of Lessor's knowledge, as of the Effective Date, the Premises is in material compliance with all Legal Requirements applicable to the Premises.

5. MORTGAGES, LIENS AND ENCUMBRANCES

5.01 Creation Not Allowed. Lessee shall not create, permit or suffer any mortgage, mechanics or materialmen's lien, or other lien or encumbrance on or affecting the Premises or the

fee estate or reversion of Lessor except as may be specifically permitted in this Lease.

5.02 Lessor Not Liable For Labor, Services, or Materials Furnished to Lessee. Lessee shall perform and fulfill all measures required by the laws of the State of Michigan, specifically including but not limited to requiring Lessee's contractors to provide payment and performance bonds pursuant to M.C.L. §§ 129.201 through 129.210, to ensure that Lessor shall not be liable for any labor, services, or materials furnished to or to be furnished to Lessee or any sublessee in connection with any work performed on or at the Premises after the execution of this Lease and no mechanics' liens or other lien or encumbrance for any labor, services, or materials shall attach to or affect Lessor's fee estate or reversion in the Premises.

6. **INSURANCE AND INDEMNITY**

6.01 Fire and Extended Coverage Insurance. At all times during the term of this Lease, Lessee shall maintain, at its sole cost, insurance or self-insurance covering its property located on the Premises.

6.02 Property and Personal Injury Liability Insurance. At all times during the Lease Term, Lessee shall maintain, at its sole cost, commercial general public liability insurance against claims and liability for personal injury, death, and property damage arising from the use, occupancy, disuse, or condition of the Premises, Lessee's property located thereon and Lessee's activities thereon. The insurance shall be carried by insurance companies authorized to transact business in the State where the CAT Peaking Facility is located, selected by Lessee. The insurance shall be maintained for the mutual benefit of Lessor and Lessee, any succeeding owners of the fee title in the Premises and any successors and assigns of this Lease. The insurance policy or policies shall name Lessor as insured and Lessee as additional insured.

6.03 Indemnification. Lessor shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from Lessee's use of the Premises or any property on the Premises, or caused by or arising from any act or omission of Lessee, or any of its agents, employees, licensees, or invitees, or by or from any accident, fire, or other casualty on the Premises, or occasioned by the failure of Lessee to maintain the Premises in safe condition. Lessee waives all claims and demands on its behalf against Lessor for any loss, damage or injury not caused by Lessor's negligent or intentional acts or omissions, and agrees to indemnify and hold Lessor entirely free and harmless from all liability for any loss, damage, costs, or injury of other

persons, and from all costs and expenses arising from any claims or demands of other persons concerning any loss, damage, or injury, caused other than by the negligent or intentional act or omission of Lessor.

7. **CONDEMNATION**

7.01 The parties agree that the Premises are and will continue to be dedicated to public use, In the event that, notwithstanding the shared intention of the Parties that the Premises are and will continue to be dedicated to public use, local, state or federal governments should acquire all or any part of the Premises for other public or quasi-public purposes by condemnation in an action or proceeding in eminent domain, and such taking should destroy the use contemplated by this Lease, this Lease shall terminate and Lessor shall be entitled to receive the entire award or compensation for the taking of the Premises or any part of the Premises; *provided, however,* that Lessee shall be entitled to any damages specifically awarded to it in such proceeding.

8. **DEFAULT**

8.01 Events of Default. Any one or more of the events listed in Sub-paragraphs (a) through (e) of this Paragraph 8.01 shall constitute a default under this Lease (each, an "Event of Default").

a) Lessee's failure to pay rent within thirty (30) days after the rent becomes due and payable in accordance with the terms, covenants and agreements of this Lease.

b) Lessee's failure to observe or perform or cause to be observed or performed any other term, covenant, or agreement under this Lease, and continuation of this failure for a period of thirty (30) days after Lessor's written notice to Lessee specifying the nature of Lessee's failure; however, a failure as described in this Subparagraph (b) shall not constitute a default if it is curable but cannot with reasonable diligence be cured by Lessee within a period of thirty (30) days, and if Lessee proceeds to cure the failure with reasonable diligence and in good faith.

c) Lessee's abandonment of the Premises and improvements. For the purposes of this Lease, "abandonment" shall be defined as vacating the Premises with the intention of not returning.

d) The occurrence of both the following events at the date of the commencement of this Lease or during the Term:

i) Filing of a petition in bankruptcy or insolvency, for reorganization or the appointment of a receiver or trustee of all or a portion of Lessee's property, by or against Lessee in any court pursuant to any statute either of the United States or of any state.

ii) Lessee's failure to secure a dismissal of the petition within sixty (60) days after its filing.

e) Lessee's assignment of the leasehold interest under this Lease for the benefit of creditors.

8.02 Notice of Election to Terminate. If any Event of Default occurs, Lessor may elect to terminate Lessee's right of possession under this Lease after thirty (30) days from the date of service of notice of the election. If this notice is given, then at the expiration of the thirty (30) days all Lessee's rights, title and interest in the Premises shall expire completely, and Lessee shall quit and surrender the Premises to Lessor without penalty or recourse whatsoever.

8.03 Lessor's Entry After Termination of Lessee's Possession. At any time after the termination of Lessee's right of possession under this Lease, Lessor may enter and possess the Premises by summary proceedings, ejectment, or otherwise, and Lessor may remove Lessee and all other persons and property from the Premises. If Lessor takes the actions described in this Paragraph 8.03, Lessor may then possess the Premises.

8.04 Rent on Expiration or Termination. The expiration of this Lease or termination of Lessee's right of possession shall not relieve Lessee of its liability and obligation to pay the rent and any other charges accrued prior to these events, or relieve Lessee of liability for damages for breach. These liabilities and obligations of Lessee shall survive any expiration or termination of the Lease or any entry and possession by Lessor. Upon expiration or termination, Lessor shall be entitled to keep all prepaid rent and Lessee waives any claim therefore.

8.05 Costs Incurred Due to Breach. Lessee expressly agrees to pay all expenses that Lessor may incur for reasonable attorney's fees or brokerage commissions, and all other costs paid or incurred by Lessor for enforcing the terms and provisions of this Lease restoring the Premises

to good order and condition, or otherwise repairing the same and for maintaining the Premises and any of Lessee's property left on the Premises, or for disposing of any of Lessee's property left on the Premises.

8.06 Limitation of Liability. Except for the indemnification pursuant to Section 6.03 and Section 9.01 of this Lease, neither party shall be liable to the other, or any of their respective agents, representatives or employees for any lost revenue, lost profits, incidental, punitive, special or consequential damages, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

9. **EXPIRATION OF TERM**

9.01 Lessee's Delivery of Possession after Termination or Expiration. On the expiration date of this Lease, or the termination of Lessee's possession under this Lease, or any entry or possession of the Premises by Lessor after a default (collectively referred to as the "Expiration Date"), Lessee shall promptly quit and surrender the Premises, remove its property and deliver to Lessor actual possession and ownership of the Premises in good order, condition and repair. Lessee shall remove its property from the Premises and dispose of it in accordance with generally recognized engineering principles at the time the property is removed and in accordance with all applicable laws, rules and regulations. Lessee shall be responsible for any cleaning of waste, hazardous waste, or other substance placed on the Premises during the Term and repair any surface damage; further, if any remedial action with respect to the Premises is recommended or ordered by any local, state or federal authority (including but not limited to remedial action required under M.C.L. Chapter 324, Part 201), as a result of Lessee's action or omission during the Term, Lessee will indemnify Lessor for and defend Lessor against all claims made and fines assessed in regard thereto, including reasonable attorney fees associated therewith. Finally, in the event decommissioning is required, Lessee shall cause the decommissioning to be completed at its sole expense and post any required bond or security associated therewith.

10. **GENERAL PROVISIONS**

10.01 No Waiver of Breach. The failure of either party to seek redress for violation of, or to insist on the strict performance of any covenant, agreement, term, provision, or condition of this Lease shall not constitute a waiver of the covenant, agreement, term, provision, or condition.

The receipt or payment of rent with knowledge of the breach of any covenant, agreement, term, provision, or condition of this Lease shall not be deemed a waiver of that breach.

10.02 Waiver of Any Provision Must Be Written. No provision of this Lease shall be deemed to have been waived unless the waiver is in writing and signed by the party against whom enforcement is sought. Each right and remedy of Lessor provided for in this Lease shall be cumulative and in addition to every other right or remedy provided for in this Lease, or now or later existing at law, in equity, by statute or otherwise.

10.03 Entire Agreement. This Lease contains the entire agreement between Lessor and Lessee with respect to the lease of the Premises, and any agreement made after the execution of this Lease between Lessor and Lessee shall be ineffective to change, modify, waive, release, discharge, terminate, or effect a surrender or abandonment of this Lease, in whole or in part, unless that agreement is in writing and signed by the party against whom enforcement is sought. Notwithstanding the foregoing, Lessor and Lessee acknowledge that other agreements, including but not limited to the Power Sales Contract and the Interconnection Agreement (collectively, the "Other Agreements"), may govern certain aspects of the relationship between Lessor and Lessee in connection with the CAT Peaking Facility. Lessor and Lessee further acknowledge that certain costs and expenses allocated to Lessee pursuant to this Lease, including but not limited to allocations set forth in Sections 4.01, 4.02, 5.02, 6.01, 6.02, 6.03, 8.04, 8.05, 9.01 and 10.14, may be wholly or partially re-allocated to Lessor by the terms of the Other Agreements.

10.04 Notices. All notices and demands of any kind that either party may be required or may desire to give to the other in connection with this Lease must be given by certified mail, return receipt requested, with postage fully prepaid, and addressed to the party to be served at the party's address as set forth above. Any notice shall be deemed received on first attempted delivery. Any party may change the address to which notices to that party are to be directed by notice given in the manner provided in this Paragraph 10.04.

10.05 Lessor's Entry and Inspection of Premises. Lessor, or its agents or designee, shall have the right to enter the Premises during reasonable business hours for the purpose of (a) inspection, (b) protecting life or property upon bona fide emergency, (c) operating Lessor's electric system, or (d) to complete any work that may be necessary because of Lessee's default under any of the terms, covenants, and conditions of this Lease continuing beyond the applicable periods of

grace. Any entry by Lessor shall be made pursuant to Lessee's safety and security procedures.

10.06 Partial Invalidity or Unenforceability. If any term, covenant, or condition of this Lease shall be invalid or unenforceable to any extent, the remainder of the terms, covenants, and conditions of this Lease shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

10.07 Individuals Benefited by Lease. This Lease shall inure to the benefit of and be binding on Lessor and Lessee and their respective successors, and assigns except as otherwise provided in this Lease.

10.08 Effective Date. This Lease shall be effective and the term shall commence on the Effective Date.

10.09 Authority. The undersigned specifically represent that they are authorized to execute this Lease and that the parties have the right and capacity, respectively, to perform the acts contemplated by this Lease.

10.10 Engineering Standards and Laws. Lessee shall conduct its activities on the Premises in a good and workmanlike manner and in accordance with best practice construction and engineering standards and in compliance with all applicable federal, state and local laws, rules and regulations.

10.11 No Warranty. Lessor does not warrant or represent that the Premises are safe, healthful or suitable for the purposes for which it is permitted to be used under the terms of this Lease.

10.12 Municipality Officials Not Liable. No municipal official or employee shall be personally liable for any matter arising from or in any way connected to this Lease.

10.13 Memorandum of Lease. If Lessee desires to record a Memorandum of Lease, Lessee shall pay for its preparation and recordation and Lessor agrees to execute such Memorandum of Lease.

10.14 Utilities. Lessee shall pay all utility charges, if any, including, but not limited to water, gas, electricity and sewer, used in and about the Leased Premises, all such charges to be paid by Lessee to the utility company or municipality furnishing the same before the same shall become delinquent.

10.15 Transfer, Assign or Sublet. Lessee may not transfer, assign or sublet this Lease or any sublease without written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

10.16 Mutual Waiver of Subrogation. Each party hereby waives any and all claims which arise or which may arise in its favor and against the other party hereto during the Lease Term or any extension or renewal thereof for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the CAT Peaking Facility, to the extent that such loss or damage is recovered under an insurance policy or policies and to the extent such policy or policies contain provision(s) permitting such waiver of claims. Each party agrees to request its insurers to issue policies containing such provisions.

10.18 Counterparts. This Lease may be executed in counterparts, each of which shall constitute original documents, but all of which together shall constitute one and the same instrument.

10.19 Applicable Law. This Lease shall be interpreted and enforced in accordance with the laws of the State of Michigan.

10.20 Headings. The headings of the several sections hereof are inserted for convenience only and shall not control or affect the interpretation of the provisions hereof.

10.21 Force Majeure. If Lessor or Lessee shall be delayed, hindered in or prevented from the performance of any acts required hereunder, other than the payment of Rent, by reason of an event of force majeure, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equal to the period of such delay.

10. 22 No Joint Venture. Nothing contained in this Lease shall be interpreted as creating a joint venture, partnership, or any other relationship between the parties, other than the relationship described in this Lease.

10.23 Quiet Enjoyment and Warranty of Title. Lessor covenants that Lessee, upon payment of the rentals reserved herein and the performance of each and every one of the covenants, agreements and conditions on the part of Lessee to be observed and performed, shall and may, peaceably and quietly, have, hold and enjoy the Premises for the term aforesaid, free from

molestation, eviction or disturbance (except as allowed or permitted by this Lease). Lessor warrants that Lessor holds a fee simple interest in the Premises and that the Premises are free of any liens, encumbrances or restrictions of any kind that may interfere with Lessee's anticipated use of the Premises.

During the Term of this Lease, Lessor covenants and agrees that neither Lessor nor its agents, lessees, invitees, guests, licensees, successors or assigns will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Lessee of its rights granted by this Lease; or (ii) take any action which will interfere with or impair Lessee's access to the Premises for the purposes specified in this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the Effective Date.

THE CITY OF MARSHALL, MICHIGAN

By: _____

Name: _____

Title: _____

AMERICAN MUNICIPAL POWER, INC.

By: _____

Jolene M. Thompson
President / CEO

Approved as to Form:

By: _____

Lisa G. McAlister
Senior Vice President & General Counsel for Regulatory Affairs

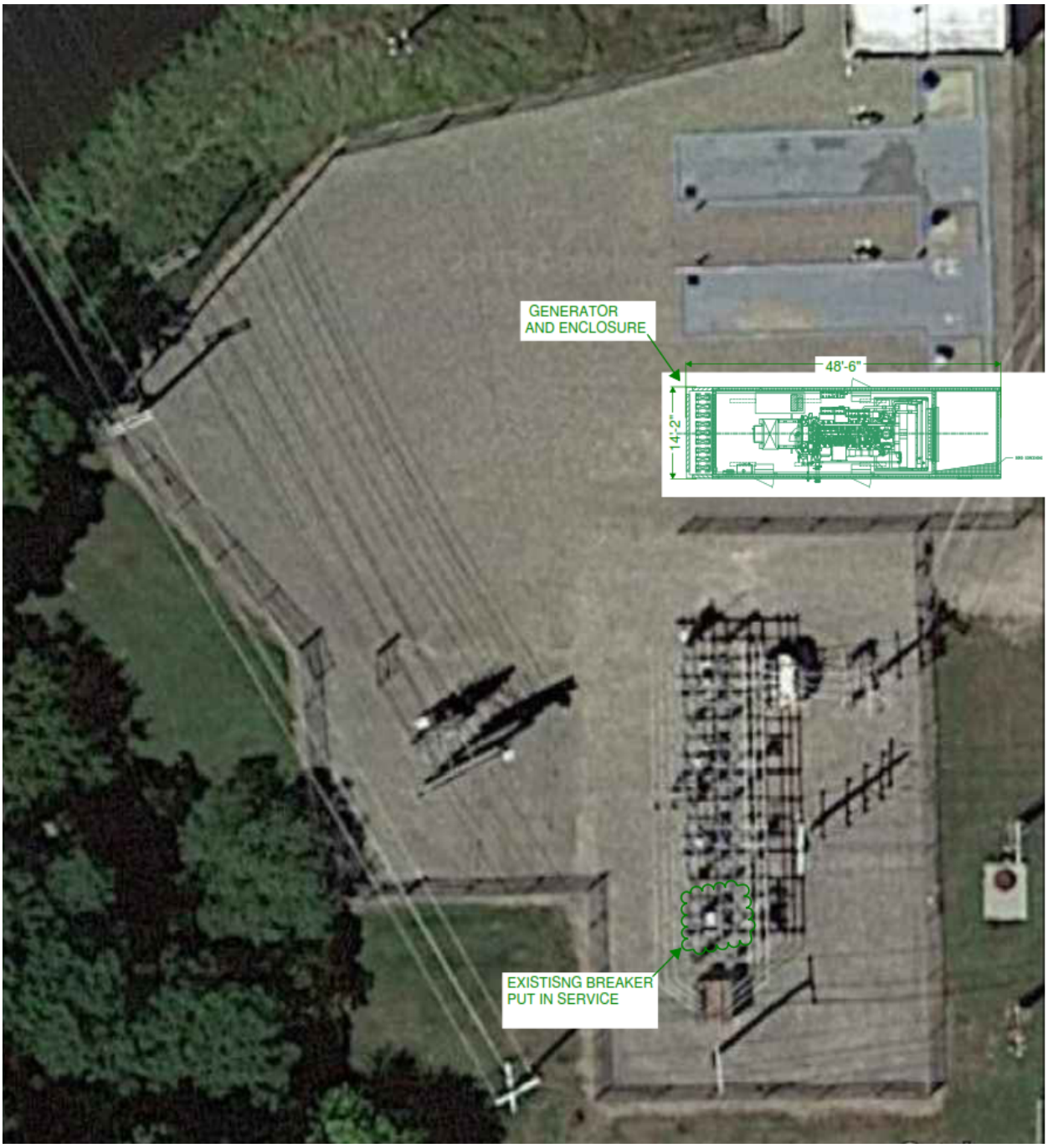
EXHIBIT A

PREMISES DESCRIPTION

(to come)

EXHIBIT A-1

PREMISES DEPICTION



AMP CONTRACT NO._____

INTERCONNECTION AGREEMENT
BETWEEN
THE CITY OF MARSHALL, MICHIGAN
AND
AMERICAN MUNICIPAL POWER, INC.

THIS INTERCONNECTION AGREEMENT ("Agreement") is made this _____ day of _____, 2024 by and between American Municipal Power, Inc. ("AMP"), and the City of Marshall, Michigan, a political subdivision duly organized and existing under and by virtue of the laws of the State of Michigan that owns and operates an electric utility system ("Municipality/Host").

WHEREAS, certain of AMP's Members, including the Municipality, have determined they require additional, long-term sources of reliable, and reasonably priced electric capacity and energy and have requested that AMP arrange for the same;

WHEREAS, in furtherance of such purpose, Municipality, along with other Members (collectively "Participants") request and AMP agrees and intends to finance, construct, operate and own certain reciprocating internal combustion engine systems, to be known collectively as the AMP Michigan CAT Peaking Project (as hereinafter defined, "AMP Michigan CAT Peaking Project"); and

WHEREAS, AMP has resolved, in accordance with this Agreement, to develop, including, as appropriate, the financing, acquisition, construction, ownership and operation of, and arrangements for the acquisition, financing, payment and prepayment of fuel for, its ownership interest in the AMP Michigan CAT Peaking Project (the "Project") as well as other arrangements related thereto, which AMP and, in certain cases, the Participants, deem necessary to enable AMP to fulfill its obligations hereunder to sell and transmit, or otherwise make available, electric capacity and energy to the Participants pursuant to the AMP Michigan CAT Peaking Project Power Sales Contract (hereinafter "CAT PSC"); and

WHEREAS, in order to obtain such sources of electric capacity and energy, the Participants are willing to pay AMP for their respective rights to such electric capacity and energy and transmission service at rates that are sufficient, but only sufficient, to enable AMP to (i) recover all costs and expenses incurred with respect to, and arrangements for

the acquisition, financing, payment and prepayment of fuel for, the Project as set forth herein, all other Power Sales Contract Resources obtained by AMP to supplement the Project, and related service arrangements undertaken by AMP to enable it to fulfill its obligations hereunder, and (ii) recover any other expenditures or revenues authorized hereunder.

WHEREAS AMP and Host have entered or will enter into CAT PSC regarding the AMP Michigan CAT Peaking Project dated as of July 31, 2023 (AMP Contract No. 2023-009076-MAS);

WHEREAS AMP intends to install and operate or cause to be installed and operated a reciprocating internal combustion engine system (the "CAT System") to be built on a site leased to AMP, located at 906 South Marshall Avenue, Marshall, MI 49068 ("Site"). The CAT System at this location is projected to have a Capacity of approximately 2.5 megawatts ("MW")(AC); and,

WHEREAS AMP and Host desire to enter into this Agreement for the purposes of interconnecting the CAT System to the Host's electric utility system (the "Host Electric System") through the Interconnection Facilities (hereinafter defined) in order to enable AMP to make available, or from time to time deliver, electric Capacity, Energy and Environmental Attributes from the CAT System into the Host's Electric System in accordance with this Agreement and the CAT PSC.

NOW THEREFORE, the Parties agree as follows:

I. Definitions.

The definitions of capitalized terms herein shall be as set forth in the CAT PSC, in addition to those noted below.

A. Applicable Law shall mean all federal, state and local law and regulations including but not limited to the Federal Power Act, MISO's Governing Documents, the terms and conditions of any Interconnection and Operating agreements entered into with the interconnecting Transmission Owner whether directly by Host or by another entity on behalf of Host, and the interconnecting Transmission Owner's requirements.

B. Applicable Technical Standards shall mean those certain technical requirements and standards applicable to the interconnection of Host to Transmission

Facilities, MISO's Governing Documents; and the standards, requirements and guidelines of NERC and each applicable NERC Regional Entity.

C. Host shall mean the Host noted above.

D. Incumbent Transmission Owner shall mean the owner of the transmission zone in which the Host is located.

E. Interconnection Facilities shall mean the equipment on both sides of the Point of Interconnection that is presently in place or has been mutually determined is necessary in order to interconnect with and deliver Capacity and Energy from the CAT System to Host's Electric System, as set forth in Appendix A hereto. Interconnection Facility includes the additions, modifications, and/or reinforcements to Host's Electric System that Host, in the exercise of its reasonable judgment and consistent with Prudent Utility Practice, deems necessary to support receipt and subsequent distribution of Capacity and Energy from the CAT System.

F. Interconnection and Operating Agreements shall mean any agreements entered into by and between either Host and the Incumbent Transmission Owner or another Entity on behalf of Host and the Incumbent Transmission Owner to establish the terms and conditions for the interconnection and coordinated operation of Host's electric distribution systems and their use of certain transmission and/or distribution facilities to serve its wholesale load, which are separate from the rates, terms and conditions of transmission service provided by MISO under the Governing Documents.

G. Lease shall mean the Lease Agreement between Project Owner and Host, dated as of _____, 202 , for the Site.

H. MISO shall mean the Midcontinent Independent System Operator, Inc.

I. Peak-Shaving shall mean the operation of a generator during a MISO system wide peak or the Transmission Owner's zonal transmission peak.

J. Point of Interconnection shall mean the point at which the CAT System interconnects with the facilities of Host as specified in Appendix A.

K. Transmission Owner Zone shall mean the transmission system in which Host's service area is interconnected.

II. Term and Termination.

A. Term. Subject to the conditions contained herein, this Agreement shall become effective upon execution and shall be co-terminus with the length of the Lease, including any successive Lease entered into subsequent to the sale or assignment of the CAT PSC, approved by Host in duly enacted Resolution No. 2023-20 and for six (6) months thereafter ("Interconnection Term"), unless terminated earlier for any reason set forth in this Agreement. For the avoidance of doubt, the termination of the CAT PSC shall not result in the termination of this Agreement.

III. Interconnection Service.

A. AMP Responsibilities.

1. AMP shall be responsible for all costs of design, construction, installation, and maintenance of the Interconnection Facilities on AMP's side of the Point of Interconnection as set forth in Appendix A. Such design, construction, installation, and maintenance shall be in accordance with Prudent Utility Practice. AMP shall be solely responsible for the construction and installation of the Interconnection Facilities on AMP's side of the Point of Interconnection. Any Interconnection Facilities listed in Appendix A that are installed on AMP's side of the Point of Interconnection shall become the property of AMP on the Commercial Operation Date, with AMP possessing full and unencumbered title thereto.

2. AMP shall provide Host access to AMP's site and Interconnection Facilities at no cost to Host for the purpose of ensuring safe and reliable operations of Host Electric System.

3. AMP shall be responsible for procuring and paying for all ancillary services it requires with respect to bidding Capacity available from and scheduling the Energy produced by the CAT System.

4. AMP shall be responsible for compliance with, and all costs associated with complying with, any and all Applicable Technical Standards to interconnect the Project, including any requirements of the Incumbent Transmission Owner pursuant to any Interconnection and Operating Agreements or other requirements.

5. AMP shall be responsible for installing and maintaining compatible metering and communications equipment to accurately account for the Capacity, associated Energy and reactive power made available or delivered to Host's Electric System. AMP shall have access to such metering data on a real time basis. AMP will also provide Host with a meter socket to the extent that Host intends to install additional metering.

6. Subject to Article III(B), AMP shall operate and maintain the Interconnection Facilities on AMP''s side of the Point of Interconnection. AMP agrees to operate and maintain those Interconnection Facilities in accordance with Prudent Utility Practice.

B. Host Responsibilities.

1. Host shall be responsible for all costs of design, construction, installation, and maintenance of the Interconnection Facilities on Host's side of the Point of Interconnection, if any, as set forth in Appendix A. Such design, construction, installation, and maintenance shall be in accordance with Prudent Utility Practice. Host shall be solely responsible for the construction and installation of the Interconnection Facilities on Host's side of the Point of Interconnection. Any Interconnection Facilities listed in Appendix A that are installed on Host's side of the Point of Interconnection shall be the property of Host on the Commercial Operation Date, with Host possessing full and unencumbered title thereto.

2. At Host's discretion, Host shall be responsible for installing and maintaining compatible metering and communications equipment to accurately account for the Capacity, associated Energy and reactive power made available or delivered from or to Host's Electric System. AMP shall have access to such metering data on a real time basis.

3. Subject to Article III(A)(1), Host shall operate and maintain the Interconnection Facilities on Host's side of the Point of Interconnection. Host agrees to operate and maintain those Interconnection Facilities in accordance with Prudent Utility Practice.

4. Host shall timely review and have the right to approve, such approval not to be unreasonably conditioned or withheld, the design, construction and installation of the Interconnection Facilities and the in service date thereof.

C. Mutual Responsibilities.

1. During the term of this Agreement, each Party shall inform the other of any changes to its respective facilities that might reasonably be expected to affect the operation of the other Party's facilities.

2. The Parties shall cooperate in good faith in connection with the development, construction, testing, start-up and operation of the CAT System, including meeting any requirements imposed by the incumbent transmission owner.

3. The Parties shall cooperate in connection with the use of the CAT System for Peak Shaving.

D. Terms and Conditions.

1. Continuity of Service. Host may curtail, interrupt or reduce deliveries of Capacity and Energy if, in the exercise of Host's reasonable judgment exercised in accordance with Prudent Utility Practice, such delivery of Capacity and Energy would have a material adverse impact on the quality of service rendered by Host to its customers by interfering with the safe and reliable operation of Host's Electric System, until the condition has been corrected. Host shall use all reasonable efforts to mitigate the extent and duration of such curtailment, interruption or reduction. Except in the case of an emergency, Host shall give AMP reasonable notice prior to any curtailment, interruption or reduction, the reason for its occurrence and its probable duration.

2. Disconnection. Host shall have the right to disconnect the Interconnection Facilities from Host Electric System, if in the exercise of its reasonable judgment exercised in accordance with Prudent Utility Practice, it determines that an emergency exists that is likely to adversely affect or impair the reliability of the CAT System or facilities on Host's side of the Point of Interconnection. Host shall reconnect the Interconnection Facilities to Host Electric System as soon as is practicable consistent with Prudent Utility Practice.

3. Interconnection Equipment Modifications.

a. Through AMP's contractor, AMP shall pay or reimburse Host for the cost of any necessary modifications to the Interconnection Facilities consistent with Prudent Utility Practice to maintain interconnection service to the CAT System that Host would not have incurred but for the interconnection of the CAT System.

b. AMP shall provide Host reasonable written prior notice of any additions, modifications and/or reinforcements to the Interconnection Facilities that AMP has reasonably determined to be necessary consistent with Prudent Utility Practice.

IV. Event of Default. Any one (1) or more of the following events shall constitute an event of default hereunder:

A. Any Party's failure to observe or perform or cause to be observed or performed any other term, covenant, agreement under this Agreement, and continuation of this failure for a period of thirty (30) days after any Party's written notice to the others specifying the nature of such Party's failure, provided, however, that such failure shall not constitute a default if it is curable but cannot with reasonable diligence be cured by such Party within a period of sixty (60) days, provided such Party proceeds to cure the failure with reasonable diligence and in good faith;

B. Project Owner's abandonment of the CAT System; or,

C. The filing of a petition in bankruptcy or insolvency, for reorganization or the appointment of a receiver or trustee of all or a portion of AMP's property, by or against AMP in any court pursuant to any statute either of the United States or of any state; and AMP's failure to secure a dismissal of the petition within one hundred twenty (120) days after its filing.

VI. Compensation. As Host is provided significant benefits from acting as a Host, no additional compensation shall be required hereunder.

VII. Limitations and Other General Provisions.

A. Standard of Care. Each Party to this Agreement shall use its reasonable commercial efforts to provide the services and perform the obligations required to be

provided and performed pursuant to this Agreement and shall act at all times in a manner consistent with Prudent Utility Practice.

B. Limitation of Remedies, Liability and Damages. No Party shall have any liability to the other for any costs, damages or liability arising from its failure to provide such services or perform such obligations absent willful and wanton misconduct by such Party. THE PARTIES AGREE THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, SUCH BREACHING PARTY'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, SUCH BREACHING PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. Each Party agrees that it will carry or cause to be carried such insurance as is customary in the electric utility industry to protect it against losses and damages that may arise in connection with the

ownership, operation and maintenance of the CAT System. Each Party shall pay all costs and expenses, including reasonable attorneys' fees, related to such Party's failure to comply with the provisions of this Agreement.

C. *Force Majeure.* Neither Party shall be considered in default under this Agreement if prevented from fulfilling any obligation due to an event of *Force Majeure*. The Party unable to perform shall: (i) notify the other Party in writing, by telephone or electronic transmission within a reasonable time after the occurrence of the event; (ii) be excused only while such *Force Majeure* event exists; and, (iii) make good faith efforts to expeditiously alleviate such situation. No Party shall be required by the foregoing provisions to settle a strike, lockout or other labor dispute affecting it except when, according to its own best judgment, such a settlement is advisable.

D. Amendments. This Agreement may be amended only in writing signed by all Parties hereto.

E. Assignment.

1. With prior notice to the Host and without consent, AMP may transfer, or assign this Agreement and its rights and obligations hereunder as collateral security for a financing or refinancing of the Project, in whole or in part.

2. Any other assignment of this Agreement by a Party without the prior express written consent of the non-assigning Party is prohibited; provided that such consent shall not be unreasonably withheld, conditioned or delayed.

F. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one (1) and the same instrument.

G. Entire Agreement. This Agreement contains the entire agreement with respect to the matters provided herein, and any agreement made after the execution of this Agreement shall be ineffective to change, modify, waive, release, discharge, or terminate this Agreement, in whole or in part, unless that agreement is in writing and signed by the Party against whom enforcement is sought.

H. No Waiver of Breach. The failure of any Party to seek redress for violation of, or to insist on the strict performance of any covenant, agreement, term, provision, or condition of this Agreement shall not constitute a waiver of the covenant, agreement,

term, provision, or condition. The receipt or payment hereunder with knowledge of the breach of any covenant, agreement, term, provision, or condition of this Agreement shall not be deemed a waiver of that breach.

I. No Third Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein. Nothing in this Agreement shall be construed to create any duty, standard of care or liability to any person not a Party to this Agreement.

J. Headings. The section and subsection headings and captions appearing in this Agreement are inserted only as a matter of convenience and shall not be given any legal effect.

K. Severability. If any restriction, covenant or provision of this Agreement shall be adjudged by a court of competent jurisdiction to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Party seeking to enforce such restriction, covenant or provision, the provisions of this Agreement shall be interpreted to carry out to the greatest extent possible the intent of the Parties and to provide to each party a reasonable approximation of the benefits such Party would have received under this Agreement if such restriction, covenant or provision had been enforceable.

L. Officials Not Liable. No official or employee of any Party shall be personally liable for any matter arising from or in any way connected to this Agreement.

M. Notices.

All Notices given by Host to AMP hereunder shall be directed to:

Attn: Jolene Thompson
President/CEO
American Municipal Power, Inc.
1111 Schrock Road, Suite 100
Columbus, Ohio 43229
Telephone: 614-540-1100
Facsimile: 614-540-1113

With a copy to:

Attn: Lisa G. McAlister
Senior Vice President/General Counsel for Regulatory Affairs

American Municipal Power, Inc.
1111 Schrock Road, Suite 100
Columbus, Ohio 43229
Telephone: 614-540-6400
Facsimile: 614-540-6397

All Notices given by AMP to Host hereunder shall be directed to:

_____
_____
_____
_____
Telephone:
Facsimile:

The Parties shall update the notice addresses and contacts by written notice to the other as appropriate.

N. Governing Law. The terms and provisions of the Agreement and the rights and obligations of the Parties hereto shall be in accordance with the CAT PSC and shall be governed by and construed in accordance with the laws of the State of Michigan.

O. Limited Obligation. All obligations of the Host under this Agreement are limited obligations of the Host, payable solely from the revenues of the Host's Electric System.

(signature page follows)

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed.

AMERICAN MUNICIPAL POWER, INC.	**CITY OF MARSHALL, MICHIGAN**
By:_____ Jolene M. Thompson President/CEO	By:_____
Approved as to Form and Attest:	Approved as to Form and Attest:
By:_____ Lisa G. McAlister Senior VP/General Counsel	By:_____

APPENDIX A

INTERCONNECTION FACILITIES

[See Attached]

4867-2180-7764, v. 3

AMP MICHIGAN CAT R.I.C.E. PEAKING PROJECT
LEASE AGREEMENT

This Lease Agreement (this "Lease") is made and entered into as of the ___ day of _____, 2024, ("Effective Date") by and between the City of Marshall, Michigan, a municipal corporation ("Lessor"), with an office at 900 South Marshall Avenue, Marshall, Michigan 49068, and American Municipal Power, Inc., with an office at 1111 Schrock Road, Suite 100, Columbus, Ohio 43229 ("Lessee") (each individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the Lessor owns property commonly known as "Plant 2" in Marshall, Michigan, and more particularly described on Exhibit A and depicted in Exhibit A-1 attached hereto and made a part hereof (the "Premises"); and

WHEREAS, Lessee desires to lease the Premises for the purpose of placing in it a generating facility consisting of one or more reciprocating internal combustion engines and ancillary or related services and facilities thereto (the "CAT Peaking Facility") used in the provision of electric power to Lessor and certain other members of Lessee; and

WHEREAS, a portion of the electric energy and certain related products produced by the CAT Peaking Facility, among other such facilities, will be sold to Lessor; and

WHEREAS, the Lessee has agreed to cause the CAT Peaking Facility, as hereinafter defined, to be constructed, improved, repaired, replaced and operated in the Premises; and

WHEREAS, Lessor and Lessee desire to set forth in writing the terms and conditions of this Lease.

NOW, THEREFORE, in consideration of the mutual obligations, representations and promises contained in this Lease, the parties hereto agree as follows:

1. DESCRIPTION

1.01 For valuable consideration, including in consideration of the benefits flowing to Lessor under the Power Sales Contract referenced in Section 2.01 of this Lease, Lessor hereby leases to Lessee and Lessee rents from Lessor the Premises. This Lease and the Premises are

subject to all liens, encumbrances, conditions, rights, easements, restrictions, rights-of-way, covenants, other matters of record and zoning and building laws, ordinances, regulations and codes governing the Premises.

2. **TERM AND RENT**

2.01 Term. Lessee's obligation to pay rent and occupy the Premises in accordance with this Lease shall begin on the Effective Date and be coextensive with the term of the AMP Michigan CAT Peaking Project Power Sales Contract between American Municipal Power, Inc. and Lessor and designated as AMP Contract No. 2023-009076-MAS (the "Power Sales Contract") and a further period of six (6) months following the expiration of the Power Sales Contract ("Lease Term"), unless terminated earlier for any reason set forth in this Lease.

2.02 Rent. During the Lease Term, Lessee shall pay rent to Lessor, without notice or demand and without abatement, reductions, or set-off for any reason, at Lessor's office referenced above. Rent shall be payable as follows: One Dollar ($1.00) on the date this Lease is signed by both parties covering the period from such date to the end of the Lease Term, the receipt and sufficiency of which is hereby acknowledged by the parties.

2.03 Taxes. Lessee shall be responsible for and pay any and all property taxes and assessments levied against the CAT Peaking Facility as may accrue during the Lease Term. Lessee may contest the legal validity or amount of any such taxes, and may institute such proceedings as it considers necessary, provided that Lessee shall bear all expenses in pursuing such contest or proceeding. Lessor agrees to render to Lessee, at Lessee's sole expense, all reasonable assistance in contesting the validity or amount of any such taxes, including joining in the signing of any reasonable protests or pleading which Lessee may deem advisable to file.

3. **USE OF PREMISES**

3.01 Use. Lessee shall have the right to use the Premises for the construction, operation and maintenance of the following items: CAT Peaking Facility and facilities connecting the CAT Peaking Facility with Lessor's Electric System and all necessary and reasonable purposes associated therewith, provided that any use shall be subject to the terms and conditions of that certain Interconnection Agreement by and between Lessee and Lessor relating to the CAT Peaking Facility (the "Interconnection Agreement"). Lessee shall make no alterations, or actions to the

Premises without permission of Lessor, except as may be provided herein. Lessor has no right and shall not claim a right in any fixture placed in the Premises, except as may be claimed as a result of abandonment, default or termination of this Lease as herein provided.

3.02 Site Maintenance. Lessee shall maintain the Premises for the purposes of operating and maintaining the CAT Peaking Facility.

3.03 Site Access. As reasonably agreed upon my parties, Lessor shall grant such easements, rights of way, lay-down rights, and other rights necessary for the construction, maintenance, operation, and decommissioning of the CAT Peaking Facility on, over, under, across or through Lessor's property adjoining the Premises.

3.04 Site Specific Requirements. Lessee shall adhere to the site-specific requirements described in the attached Exhibit B.

4. LAWS AND REGULATIONS

4.01 Compliance with Legal Requirements. Lessee shall promptly comply with all laws, environmental laws, and ordinances, and all orders, rules, regulations, and requirements of federal, state, and municipal governments and appropriate departments, commissions, boards, and offices of these governments ("Legal Requirements") throughout the term of this Lease, and without cost to Lessor. Lessee shall promptly comply with these Legal Requirements whether they are foreseen or unforeseen, or ordinary or extraordinary, except that any compliance with Legal Requirements associated with Lessor's use of the Premises shall be the sole responsibility of the Lessor.

4.02 Contest of Legal Requirements. Lessee shall have the right, after prior written notice to Lessor, to contest the validity of any Legal Requirements by appropriate legal proceedings, provided Lessor shall not be subject to any criminal or civil liability as a result of any legal contest. Lessee shall indemnify and hold Lessor harmless from all loss, claims, and expenses, including reasonable attorneys' fees, as a result of Lessee's failure to comply with Legal Requirements or any contest relating to Legal Requirements, except any contest of any Legal Requirement enacted by Lessor, subsequent to the Effective Date.

4.03 Material Compliance. To the best of Lessor's knowledge, as of the Effective Date, the Premises is in material compliance with all Legal Requirements applicable to the Premises.

5. MORTGAGES, LIENS AND ENCUMBRANCES

5.01 Creation Not Allowed. Lessee shall not create, permit or suffer any mortgage, mechanics or materialmen's liens or other lien or encumbrance on or affecting the Premises or the fee estate or reversion of Lessor except as may be specifically permitted in this Lease.

5.02 Lessor Not Liable For Labor, Services, or Materials Furnished to Lessee. Lessee shall perform and fulfill all measures required by the laws of the State of Michigan, specifically including but not limited to requiring Lessee's contractors to provide payment and performance bonds pursuant to M.C.L. §§ 129.201 through 129.210, to ensure that Lessor shall not be liable for any labor, services, or materials furnished to or to be furnished to Lessee or any sublessee in connection with any work performed at the Premises after the execution of this Lease and no mechanics' liens or other lien or encumbrance for any labor, services, or materials shall attach to or affect Lessor's fee estate or reversion in the Premises.

6. **INSURANCE AND INDEMNITY**

6.01 Fire and Extended Coverage Insurance. At all times during the term of this Lease, Lessee shall maintain, at its sole cost, insurance or self-insurance covering its property located in the Premises.

6.02 Property and Personal Injury Liability Insurance. At all times during the Lease Term, Lessee shall maintain, at its sole cost, commercial general public liability insurance against claims and liability for personal injury, death, and property damage arising from the use, occupancy, disuse, or condition of the Premises, Lessee's property located thereon and Lessee's activities thereon. The insurance shall be carried by insurance companies authorized to transact business in the State where the CAT Peaking Facility is located, selected by Lessee. The insurance shall be maintained for the mutual benefit of Lessor and Lessee, any succeeding owners of the fee title in the Premises and any successors and assigns of this Lease. The insurance policy or policies shall name Lessor as insured and Lessee as additional insured.

6.03 Indemnification. Lessor shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from Lessee's use of the Premises or any property in the Premises, or caused by or arising from any act or omission of Lessee, or any of its agents, employees, licensees, or invitees, or by or from any accident, fire, or other casualty in the Premises, or occasioned by the failure of Lessee to maintain the CAT Peaking Facility in safe condition. Lessee waives all claims and demands on its behalf against Lessor for any loss, damage

or injury not caused by Lessor's negligent or intentional acts or omissions, and agrees to indemnify and hold Lessor entirely free and harmless from all liability for any loss, damage, costs, or injury of other persons, and from all costs and expenses arising from any claims or demands of other persons concerning any loss, damage, or injury, caused other than by the negligent or intentional act or omission of Lessor.

7. **CONDEMNATION**

7.01 The parties agree that the Premises are and will continue to be dedicated to public use. In the event that, notwithstanding the shared intention of the Parties that the Premises are and will continue to be dedicated to public use, local, state or federal governments should acquire all or any part of the Premises for other public or quasi-public purposes by condemnation in an action or proceeding in eminent domain and should such taking destroy the use contemplated by this Lease, this Lease shall terminate and Lessor shall be entitled to receive the entire award or compensation for the taking of the Premises or any part of the Premises; *provided, however,* that Lessee shall be entitled to any damages specifically awarded to it in such proceeding.

8. **DEFAULT**

8.01 Events of Default. Any one or more of the events listed in Sub-paragraphs (a) through (e) of this Paragraph 8.01 shall constitute a default under this Lease (each, an "Event of Default").

a) Lessee's failure to pay rent within thirty (30) days after the rent becomes due and payable in accordance with the terms, covenants and agreements of this Lease.

b) Lessee's failure to observe or perform or cause to be observed or performed any other term, covenant, or agreement under this Lease, and continuation of this failure for a period of thirty (30) days after Lessor's written notice to Lessee specifying the nature of Lessee's failure; however, a failure as described in this Subparagraph (b) shall not constitute a default if it is curable but cannot with reasonable diligence be cured by Lessee within a period of thirty (30) days, and if Lessee proceeds to cure the failure with reasonable diligence and in good faith.

c) Lessee's abandonment of the Premises and improvements. For the purposes

of this Lease, "abandonment" shall be defined as vacating the Premises with the intention of not returning.

d) The occurrence of both the following events at the date of the commencement of this Lease or during the Term:

i) Filing of a petition in bankruptcy or insolvency, for reorganization or the appointment of a receiver or trustee of all or a portion of Lessee's property, by or against Lessee in any court pursuant to any statute either of the United States or of any state.

ii) Lessee's failure to secure a dismissal of the petition within sixty (60) days after its filing.

e) Lessee's assignment of the leasehold interest under this Lease for the benefit of creditors.

8.02 Notice of Election to Terminate. If any Event of Default occurs, Lessor may elect to terminate Lessee's right of possession under this Lease after thirty (30) days from the date of service of notice of the election. If this notice is given, then at the expiration of the thirty (30) days all Lessee's rights, title and interest in the Premises shall expire completely, and Lessee shall quit and surrender the Premises to Lessor without penalty or recourse whatsoever.

8.03 Lessor's Entry After Termination of Lessee's Possession. At any time after the termination of Lessee's right of possession under this Lease, Lessor may enter and possess the Premises by summary proceedings, ejectment, or otherwise, and Lessor may remove Lessee and all other persons and property from the Premises. If Lessor takes the actions described in this Paragraph 8.03, Lessor may then possess the Premises.

8.04 Rent on Expiration or Termination. The expiration of this Lease or termination of Lessee's right of possession shall not relieve Lessee of its liability and obligation to pay the rent and any other charges accrued prior to these events, or relieve Lessee of liability for damages for breach. These liabilities and obligations of Lessee shall survive any expiration or termination of the Lease or any entry and possession by Lessor. Upon expiration or termination, Lessor shall be entitled to keep all prepaid rent and Lessee waives any claim therefore.

8.05 Costs Incurred Due to Breach. Lessee expressly agrees to pay all expenses that

Lessor may incur for reasonable attorney's fees or brokerage commissions, and all other costs paid or incurred by Lessor for enforcing the terms and provisions of this Lease restoring the Premises to good order and condition, or otherwise repairing the same and for maintaining the Premises and any of Lessee's property left in the Premises, or for disposing of any of Lessee's property left in the Premises.

8.06 Limitation of Liability. Except for the indemnification pursuant to Section 6.03 and Section 9.01 of this Lease, neither party shall be liable to the other, or any of their respective agents, representatives or employees for any lost revenue, lost profits, incidental, punitive, special or consequential damages, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

9. **EXPIRATION OF TERM**

9.01 Lessee's Delivery of Possession after Termination or Expiration. On the expiration date of this Lease, or the termination of Lessee's possession under this Lease, or any entry or possession of the Premises by Lessor after a default (collectively referred to as the "Expiration Date"), Lessee shall promptly quit and surrender the Premises, remove its property and deliver to Lessor actual possession and ownership of the Premises in good order, condition and repair. Lessee shall remove its property from the Premises and dispose of it in accordance with generally recognized engineering principles at the time the property is removed and in accordance with all applicable laws, rules and regulations. Lessee shall be responsible for any cleaning of waste, hazardous waste, or other substance placed in the Premises during the Term and repair any surface damage; further, if any remedial action with respect to the Premises is recommended or ordered by any local, state or federal authority (including but not limited to remedial action required under M.C.L. Chapter 324, Part 201), as a result of Lessee's action or omission during the Term, Lessee will indemnify Lessor for and defend Lessor against all claims made and fines assessed in regard thereto, including reasonable attorney fees associated therewith. Finally, in the event decommissioning is required, Lessee shall cause the decommissioning to be completed at its sole expense and post any required bond or security associated therewith.

10. **GENERAL PROVISIONS**

10.01 No Waiver of Breach. The failure of either party to seek redress for violation of,

or to insist on the strict performance of any covenant, agreement, term, provision, or condition of this Lease shall not constitute a waiver of the covenant, agreement, term, provision, or condition. The receipt or payment of rent with knowledge of the breach of any covenant, agreement, term, provision, or condition of this Lease shall not be deemed a waiver of that breach.

10.02 Waiver of Any Provision Must Be Written. No provision of this Lease shall be deemed to have been waived unless the waiver is in writing and signed by the party against whom enforcement is sought. Each right and remedy of Lessor provided for in this Lease shall be cumulative and in addition to every other right or remedy provided for in this Lease, or now or later existing at law, in equity, by statute or otherwise.

10.03 Entire Agreement. This Lease contains the entire agreement between Lessor and Lessee with respect to the lease of the Premises, and any agreement made after the execution of this Lease between Lessor and Lessee shall be ineffective to change, modify, waive, release, discharge, terminate, or effect a surrender or abandonment of this Lease, in whole or in part, unless that agreement is in writing and signed by the party against whom enforcement is sought. Notwithstanding the foregoing, Lessor and Lessee acknowledge that other agreements, including but not limited to the Power Sales Contract and the Interconnection Agreement (collectively, the "Other Agreements"), may govern certain aspects of the relationship between Lessor and Lessee in connection with the CAT Peaking Facility. Lessor and Lessee further acknowledge that certain costs and expenses allocated to Lessee pursuant to this Lease, including but not limited to allocations set forth in Sections 4.01, 4.02, 5.02, 6.01, 6.02, 6.03, 8.04, 8.05, 9.01 and 10.14, may be wholly or partially re-allocated to Lessor by the terms of the Other Agreements.

10.04 Notices. All notices and demands of any kind that either party may be required or may desire to give to the other in connection with this Lease must be given by certified mail, return receipt requested, with postage fully prepaid, and addressed to the party to be served at the party's address as set forth above. Any notice shall be deemed received on first attempted delivery. Any party may change the address to which notices to that party are to be directed by notice given in the manner provided in this Paragraph 10.04.

10.05 Lessor's Entry and Inspection of Premises. Lessor, or its agents or designee, shall have the right to enter the Premises during reasonable business hours for the purpose of (a) inspection, (b) protecting life or property upon bona fide emergency, (c) operating Lessor's electric

system, or (d) to complete any work that may be necessary because of Lessee's default under any of the terms, covenants, and conditions of this Lease continuing beyond the applicable periods of grace. Any entry by Lessor shall be made pursuant to Lessee's safety and security procedures.

10.06 Partial Invalidity or Unenforceability. If any term, covenant, or condition of this Lease shall be invalid or unenforceable to any extent, the remainder of the terms, covenants, and conditions of this Lease shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

10.07 Individuals Benefited by Lease. This Lease shall inure to the benefit of and be binding on Lessor and Lessee and their respective successors, and assigns except as otherwise provided in this Lease.

10.08 Effective Date. This Lease shall be effective and the term shall commence on the Effective Date.

10.09 Authority. The undersigned specifically represent that they are authorized to execute this Lease and that the parties have the right and capacity, respectively, to perform the acts contemplated by this Lease.

10.10 Engineering Standards and Laws. Lessee shall conduct its activities in the Premises in a good and workmanlike manner and in accordance with best practice construction and engineering standards and in compliance with all applicable federal, state and local laws, rules and regulations.

10.11 No Warranty. Lessor does not warrant or represent that the Premises are safe, healthful or suitable for the purposes for which it is permitted to be used under the terms of this Lease.

10.12 Municipality Officials Not Liable. No municipal official or employee shall be personally liable for any matter arising from or in any way connected to this Lease.

10.13 Memorandum of Lease. If Lessee desires to record a Memorandum of Lease, Lessee shall pay for its preparation and recordation and Lessor agrees to execute such Memorandum of Lease.

10.14 Utilities. Lessee shall pay all utility charges, if any, including, but not limited to water, gas, electricity and sewer, used in and about the Leased Premises, all such charges to be

paid by Lessee to the utility company or municipality furnishing the same before the same shall become delinquent.

10.15 Transfer, Assign or Sublet. Lessee may not transfer, assign or sublet this Lease or any sublease without written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

10.16 Mutual Waiver of Subrogation. Each party hereby waives any and all claims which arise or which may arise in its favor and against the other party hereto during the Lease Term or any extension or renewal thereof for any and all loss of, or damage to, any of its property located within or upon or constituting a part of the CAT Peaking Facility, to the extent that such loss or damage is recovered under an insurance policy or policies and to the extent such policy or policies contain provision(s) permitting such waiver of claims. Each party agrees to request its insurers to issue policies containing such provisions.

10.18 Counterparts. This Lease may be executed in counterparts, each of which shall constitute original documents, but all of which together shall constitute one and the same instrument.

10.19 Applicable Law. This Lease shall be interpreted and enforced in accordance with the laws of the State of Michigan.

10.20 Headings. The headings of the several sections hereof are inserted for convenience only and shall not control or affect the interpretation of the provisions hereof.

10.21 Force Majeure. If Lessor or Lessee shall be delayed, hindered in or prevented from the performance of any acts required hereunder, other than the payment of Rent, by reason of an event of force majeure, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equal to the period of such delay.

10. 22 No Joint Venture. Nothing contained in this Lease shall be interpreted as creating a joint venture, partnership, or any other relationship between the parties, other than the relationship described in this Lease.

10.23 Quiet Enjoyment and Warranty of Title. Lessor covenants that Lessee, upon payment of the rentals reserved herein and the performance of each and every one of the covenants,

agreements and conditions on the part of Lessee to be observed and performed, shall and may, peaceably and quietly, have, hold and enjoy the Premises for the term aforesaid, free from molestation, eviction or disturbance (except as allowed or permitted by this Lease). Lessor warrants that Lessor holds a fee simple interest in the Premises and that the Premises are free of any liens, encumbrances or restrictions of any kind that may interfere with Lessee's anticipated use of the Premises.

During the Term of this Lease, Lessor covenants and agrees that neither Lessor nor its agents, lessees, invitees, guests, licensees, successors or assigns will (i) interfere with, impair or prohibit the free and complete use and enjoyment by Lessee of its rights granted by this Lease; or (ii) take any action which will interfere with or impair Lessee's access to the Premises for the purposes specified in this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the Effective Date.

THE CITY OF MARSHALL, MICHIGAN

By: _____

Name: _____

Title: _____

AMERICAN MUNICIPAL POWER, INC.

By: _____

Jolene M. Thompson
President / CEO

Approved as to Form:

By: _____

Lisa G. McAlister
Senior Vice President & General Counsel for Regulatory Affairs

EXHIBIT A

PREMISES DESCRIPTION

(to come)

EXHIBIT A-1

PREMISES DEPICTION

PRELIMINARY

MARSHALL ELECTRIC UTILITY
MARSHALL MICHIGAN
PRELIMINARY LAYOUT
NONE
130.0319.003
S2 A

EXHIBIT B

SITE SPECIFIC REQUIREMENTS

(insert any specific policies or requirements such as security and access requirements, unique environmental requirements or other site-specific requirements)

4864-5082-7879, v. 12

ITEM: 12.E
ADMINISTRATIVE REPORT

TO:	Honorable Mayor and City Council
FROM:	Derek N. Perry, City Manager Martin Erskine, Fire Chief
DATE:	February 5, 2024
SUBJECT:	**FIRE CODE ORDINANCE AMENDMENT**

The City of Marshall desires to adopt the International Fire Code (IFC) 2021 Edition as the primary regulation to safeguard life and property from fires and explosion hazards, through inspection and fire code enforcement. This will align the fire code with the City building inspection department, currently using similar International Code Council documents. The IFC does reference certain NFPA codes, and the more restrictive code will be applicable.

BUDGET IMPACT:
No budget impact to adopt the IFC 2021 Edition.

RECOMMENDATION:
Introduce Ordinance 2024-01, an Ordinance to Amend The City Of Marshall Code Of Ordinances, Pursuant To The Authorization Set Forth In Section 3(K) Of The Michigan Home Rule Cities Act (MCL 117.3), Adopts The International Fire Code, 2021 Edition, published by the International Code Council as the fire code for the City of Marshall and set a Public Hearing for March 4, 2024.

City of Marshall, Calhoun County, Michigan

Ordinance No. 2024-01

PREAMBLE

AN ORDINANCE TO AMEND THE CITY OF MARSHALL CODE OF ORDINANCES, PURSUANT TO THE AUTHORIZATION SET FORTH IN SECTION 3(K) OF THE MICHIGAN HOME RULE CITIES ACT (MCL 117.3), ADOPTS THE INTERNATIONAL FIRE CODE, 2021 EDITION PUBLISHED BY THE INTERNATIONAL CODE COUNCIL AS A FIRE CODE FOR THE CITY OF MARSHALL.

THE CITY OF MARSHALL ORDAINS:

SECTION 1 [CODE SEC. 95.01A]. Adoption of International Fire Code of 2021 (IFC). Code Section 95.01a is and shall be amended as follows:

A. Pursuant to the authorization set forth in Section 3(k) of the Michigan Home Rule Cities Act (MCL 117.3), the City of Marshall does hereby adopt the International Fire Code of 2021 (the "Code") prepared by the International Code Council, Inc., as the Fire Code of the City of Marshall, as amended herein, including the Appendices as specifically identified and hereby adopted.

B. That said Code, including its Appendices, three (3) copies of which shall at all times be available for public inspection, one copy at the office of the City Clerk, and two copies at the Fire Department, together with all amendments marked and identified appendices, designated as the International Fire Code, 2021 Edition, published by the International Code Council shall be and is hereby adopted by the City of Marshall. That said Code is adopted and made a part hereof by reference except as amended by and within this Ordinance. In accordance with the Authorization Set Forth In Section 3(K) of the Michigan Home Rule Cities Act (MCL 117.3), the Clerk shall make available copies of the ordinance in the Clerk's office together with amendments which shall be available for distribution to members of the public at large at a charge to be established by the City Council.

C. That said adoption of the Code being for the purpose of regulation of conditions and conduct hazardous to life and property related to fire or explosion within the city, which code, including the following appendices (B—Fire-Flow Requirements for Buildings; C—Fire Hydrant Locations and Distribution; D—Fire Apparatus Access Roads; E—Hazard Categories; F—Hazard Ranking; G—Cryogenic Fluids, Weight and Volume Equivalents, H-Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) Instructions; I–Fire Protection Systems – Noncompliant Conditions; J–Building Information Sign; K–Construction Requirements for Existing Ambulatory Care Facilities; L–Requirements for Fire Fighter Air Replenishment Systems), shall be and are hereby adopted as the fire code of the City. Appendices A, M and N are not adopted.

D. The International Fire Code 2021 Ed. shall be incorporated into the Marshall City Code Sec. 95.01a, *et seq*., as amended.

E. N.F.P.A. Basic Fire Prevention Code that may be cited as determined by the Fire Chief or enforcement official, as applicable.

SECTION 2. [CODE SEC. 95.02] AMENDMENTS TO INTERNATIONAL FIRE CODE. Current Section 95.02 is and shall be deleted and amended as follows:

The International Fire Code 2021 and the sections set forth below are hereby amended as follows:

Section 101.1 Title. These regulations shall be known as the "Fire Code of the City of Marshall" and shall hereinafter be referred to as "this Code."

Section 104.1 Authority. The Fire Chief, Fire Marshal, fire code official, or approved personnel have the specific authority to enforce the provisions of this Ordinance, the provisions of this City Ordinance and its amendments, and the International Fire Code, by the issuance of civil citations, district court appearance tickets and/or legal process, as permitted by law. The Fire Chief is hereby authorized to render interpretations of this code and to adopt policies, procedures, rules and regulations in order to clarify the application of its provisions. Such interpretations, policies, procedures, rules, and regulations shall be in compliance with the intent and purpose of this code. Such policies, procedures, rules and regulations shall not have the effect of waiving requirements specifically provided for in this code.

Section 105.5.34. Open Burning, the Exception: "*Recreational fires" is hereby deleted.*

Section 111.4 Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except that work which the person is directed to perform to remove a violation or unsafe condition, shall be subject to fines as adopted by the jurisdiction having jurisdiction.

Section 112, Violations.

Section 112.1 Unlawful Acts*.* It shall be unlawful for a person, firm, or corporation to erect, construct, alter, repair, remove, demolish or utilize a building, occupancy, premises or system regulated by this Code, or cause same to be done, in conflict with or in violation of any of the provisions of this Code.

Section 112.2. Owner/occupant responsibility. Correction and abatement of violations of this Code shall be the responsibility of the owner or the owner's authorized agent. Where an occupant creates, or allows to be created, hazardous conditions in violation of this Code, the occupant shall be held responsible for the violation/abatement of such hazardous conditions.

Section 112.4. Violation Penalties, Misdemeanor. Any person, partnership, firm, association or corporation who shall violate, neglect or refuse to comply with any

of the provisions of this Ordinance shall, upon violation of this Ordinance, be guilty of a misdemeanor, unless such violation is designated as a civil infraction. For all violations not designated as civil infractions, penalties may be imposed of up to ninety (90) days incarceration in the county jail and/or fines not to exceed five hundred dollars ($500.00).

Section 112.4.1 Abatement of Violation. In addition to the imposition of the penalties herein described, the fire code official is authorized to institute appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises.

Section 112.4.2 Penalties; Civil Infraction. Civil - Penalties may be imposed for violations designated as civil infractions by a fine not to exceed five hundred dollars ($500.00) plus court costs, which costs may include all expenses, direct or indirect, which the City has incurred in connection with the infraction. Penalties may be subject to specific Code sections. The court or magistrate may also impose any and all other remedies applicable to municipal civil infractions provided for under state law. Each day of such violation, whether designated a civil infraction or misdemeanor, shall constitute a separate offense.

Section 112.4.3 Modification of Fines and Penalties. All fines and changes levied hereunder, including charges levied in connection with the issuance of a permit, may be amended from time to time by Resolution of the City Council or by amendatory ordinance.

Section 112.5 Other Civil Remedies; Abatement of Violation. In the discretion of the City, appropriate legal action may be instituted to prevent further violation hereof and/or to abate existing violations by pursuit of equitable relief, such as issuance of mandatory injunctions and restraining orders.

Section 202 General Definitions. The following definitions for the purpose in this code shall be added or revised as follows:

Burn or burning. The ignition or combustion of material where smoke and other emissions are released directly into the air.

Garbage. Rejected organic waste including waste from the accumulation of animal, fruit, or vegetable matter used or intended for the use in the preparation, use, cooking, processing or storing of meat, fish, fowl, fruit, vegetable or other food; accumulations of leaves, branches, cut grass or other vegetation.

Litter. Rubbish, refuse, garbage, trash, debris and waste material of any kind.

Mop-up. Defined as "extinguishing or removing burning material near control lines, felling snags, and trenching logs to prevent rolling after an area has burned, to make a fire safe, or to reduce residual smoke."

Open Burning. The burning of materials wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber. Open burning does not include road flares, smudgepots**,** and similar devices associated with safety or occupational uses typically considered open flames, recreational fires or use of portable outdoor fireplaces. For the purpose of this definition, a chamber shall be regarded as enclosed when, during the time combustion occurs, only apertures, ducts, stacks, flues or chimneys necessary to provide combustion air and permit the escape of exhaust gas are open. (See Section 307 for restrictions.)

Owner means:

(a) Every person or entity holding legal or equitable title to a property or to real improvements on a property solely, jointly, by the entireties, in common, or as land contract vendee; or

(b) Every person or entity who in fact has been empowered to act on behalf of, or receive process for, or as agent of the owner; or

(c) Every person or entity who has, or exercises, care, custody, dominion or control over any property; or

(d) Every person or entity who is a record owner as demonstrated by a deed or other document of title recorded at the office of the Register of Deeds or otherwise substantiated; or

(e) Every person or entity listed as the taxpayer by assessor's records.

Prescription burn. Defined as "the burning, in compliance with a prescription and to meet planned fire or land management objectives, of a continuous cover of fuels."

Prescription. Defined as "a written plan establishing the criteria necessary for starting, controlling, and extinguishing a burn."

Section 302.1 Definitions. See Section 202 General Definitions. The following words and terms shall, for the purposes of this section and as used elsewhere in this Code, have the meanings as shown herein:

Open Burning. See *definitions* Section 202 and Section 307.

Recreational Fire. See *definitions* Section 202 and Section 307.

Section 307. OPEN BURNING, RECREATIONAL FIRES, PRESCRIBED BURNS AND PORTABLE OUTDOOR FIREPLACES. Section 307 is and shall be amended as follows:

See definitions Section 202 and Section 307.

Section 307.1.1 Prohibited open burning. *Open burning* shall be prohibited when atmospheric conditions or local circumstances make such fires hazardous. Open burning of grass clippings, leaves, and construction materials are prohibited.

Section 307.2 Permit Required. A permit is required to open burn. A permit shall be obtained from the Fire Department in accordance with Section 105.1 prior to kindling any fire. This shall not include cooking fires.

Section 307.2.1 Authorization. shall be and is hereby amended to read as follows: No open burning shall be permitted when the wind velocity exceeds ten (10) mph as indicated at the City Fire Department. The Fire Chief, or authorized agent, is authorized to restrict any/all burning based on dry vegetation conditions.

Section 307.4 Location. The location for open burning shall be not less than 50 feet from property lines or any structure, and provisions shall be made to prevent the fire from spreading to within 50 feet of any structure. Open burning shall be restricted to one (1) acre lots or larger and shall be limited to a ten (10) × ten (10) × ten (10) foot area. Open burning shall be one thousand four hundred (1,400) feet clearance of a city or village boundary.

Section 307.4.2 Recreational Fire (see definitions Section 202) shall be and is hereby amended to read as follows: Recreational fires shall not be conducted within 25 feet of a building, structure or combustible material and at least 15 feet from any property line. Conditions that could cause a fire to spread within 25 feet of a structure shall be eliminated prior to ignition. Restrictions as follows:

1. Limited to single-family dwellings.
2. The wind speed shall be 15 mph or less.
3. The fire area or pit shall not exceed four feet in diameter.
4. Only seasoned firewood, charcoal, compressed wood logs, compressed wood bricks or compressed wood barbecue pellets may be used in the fire.
5. The fire area must be supervised at all times by a person at least 18 years of age.
6. A water supply, such as a garden hose, shall be readily available to suppress the fire.
7. The duration of the fire shall not exceed four hours.
8. The fire shall be fully extinguished before it is left unattended.
9. The Fire Chief or designee, may prohibit recreational fires when atmospheric conditions or other circumstances are such that a fire would constitute a fire hazard or would endanger the health or property of any person.
10. Shall comply with the International Fire Code.

Section 307.6. Prescribed burning restrictions.

1. The Fire Department application and a permit to conduct a prescription burn is required. The application must be submitted to the City of Marshall Fire Department fifteen (15) days prior to the first burn. The required application for permit is available at the Fire Department during business hours Monday through Friday. The application must include the Fire Department Burning Permit application form and the following:

    1.1 Burn Plan prepared in accordance with the standards and Best Management Practices (BMP) of the Michigan Prescribed Fire Council.

(BMP's available at www.firecouncil.org.) The Plan must include a Smoke Management Plan based on the location.

1.2 The certified burn manager conducting the prescribed burn must submit their qualifications and experience.

1.3 A copy of a certificate of insurance for the Contractor or property owner conducting the burn with general liability insurance and automobile insurance in the amount of at least one million dollars ($1,000,000.00) per occurrence. The City of Marshall, its employees, volunteers, and agents as additional insured.

1.4 A certificate of insurance for worker' s compensation insurance.

1.5 Property owner or authorized designee must consent to the burn and sign the permit application.

1.6 A site visit of the proposed burn unit will be required at the discretion of the Fire Chief or the Chief's duly authorized representative.

2. Weekend Burning: In order to minimize nuisance to or disruption of nearby residents the Contractor or property owner conducting the burn will burn only during the week unless weather, wind, and fuel conditions require weekend burning. If the burn is going to take place on a weekend, the Fire Chief or designee must be notified and provided with a designated staff person to serve as a public information officer for the duration of the burn day(s).
3. Scheduling and Notification: Contractor or property owner conducting the burn will notify the City of Marshall Fire Chief with a projected schedule when applying for a Burn Permit and with a specific burn date and time when the date and time are determined. Said notification of the date and time of burn or change in date and time of burn shall be by direct personal contact with the Chief or person in charge at the Fire Department.
4. Neighbor Notification and Signage: Contractor or property owner shall provide Notice by US Mail of prescribed burn to all neighboring properties within 300' of the property boundaries at least one (1) week prior to the burn. On-road signage must be posted on adjacent roads where needed as determined by the Fire Chief.
5. No fire shall be left unattended.
6. The Wildfire Contingency portion of the Burn Plan shall require notification of the Fire Chief or the Fire Department immediately if it appears that a wildfire cannot be contained by crews on site.
7. If in the event that the Fire Chief is not available, the contractor will contact the fire personnel left in charge for the burning permit or other notification or approval contained in this ordinance.
8. The burn site must have adequate firebreaks and sufficient personnel and firefighting equipment for control of the site at all times during the burn. In addition, a certified prescribed burn manager, or designee, must be present on site with a copy of the prescription from ignition of the prescribed burn to its completion and mop- up. The prescribed burn manager or designee must at all times while the burn continues take such action in and around the burn area to prevent the spread of fire outside the burn area. The Fire Chief must be provided with name and contact information for the burn manager and any designee.

9. The Fire Chief or Department representative has the authority to delay, cancel, reschedule, or terminate a prescribed burn at any time.
10. Issuance of a permit by the City of Marshall Fire Department does not relieve the responsible parties for obtaining any additional required permits by other state or local agencies

Section 307.7.1 Burning Prohibited I. No person shall burn paper, garbage, litter, trees, leaves, stumps, brush, refuse, household waste, commercial waste, building materials or debris, construction materials or debris, demolition waste or debris, remodeling waste or debris, tires, furniture or any other wanted or unwanted material, except as otherwise provided herein. A person who violates this section is responsible for a municipal civil infraction.

Section 307.7.2 Burning Prohibited II. No owner shall knowingly permit a person to burn paper, garbage, litter, trees, leaves, stumps, brush, refuse, household waste, commercial waste, building materials or debris, construction materials or debris, demolition waste or debris, remodeling waste or debris, tires, furniture or any other wanted or unwanted material on their property, or on property occupied by them or under their control, including the gutter or curb area adjacent to the property, except as otherwise provided herein. A person who violates this section is responsible for a municipal civil infraction.

Section 307.7.3 Burning Prohibited III. For buildings or structures other than one and two-family dwellings, no person shall use barbecue grills, char broilers, smokers, deep fryers, and similar cooking or heat generating devices or appliances on balconies, decks, under any overhanging portion of a structure or within ten feet of any structure, nor shall any person store said items on a balcony or deck. A person who violates this section is responsible for a municipal civil infraction.

Section 307.8 Additional requirements. May be instituted by fire department personnel and complied with prior to burning.

Section 307.9 Penalties; Civil Infraction. A person who violates Section 307 is responsible for a municipal civil infraction, subject to the following fine, or as established by City Council Resolution. Within a 12-month period:

1. For a first offense, a fine of $100.00.
2. For a second offense, a fine of $300.00.
3. For a third or subsequent offense, a fine of $500.00.

Section 316.4.1 Hidden Rooftop HVAC Equipment. On all buildings wherein rooftop heating, ventilation or other mechanical equipment is provided on the roof, a plain sign with the letters "HVAC" in six (6) inch high red letters on a white background shall be installed which will be in plain view to arriving fire units.

Section 503 phrase "Fire Apparatus Access Roads" in the 2021 International Fire Code is hereby deleted and amended to read as follows:

Section 503 Fire Apparatus Access Roads/Fire Lanes.

Section 503 is hereby amended to add the following provisions (1)-(2) before Section 503.1 of the 2021 International Fire Code:

(1) Purpose. This section is to be interpreted as the standard of care necessary to protect both people and property in case of a fire or similar emergency in any of those establishments herein defined through the use of controlled fire lanes.

(2) Authority. The fire code official shall be responsible for establishing fire lanes on both public and private property. The following criteria shall be used in determining the necessity of fire lanes:

(A) Fire lanes shall be established by the fire code official as deemed necessary at the following locations. This list shall not be deemed to be exclusive, but shall be deemed to be a guide to the type of establishment where necessary:

(1) Apartment complexes;
(2) Auditoriums and all like places of public assembly;
(3) Churches;
(4) Hospitals, convalescent homes and nursing homes;
(5) Hotels, motels and boarding houses;
(6) Manufacturing sites;
(7) Multiple private residential areas; and
(8) Shopping centers.

(B) The necessity of access into the above enumerated areas from public thoroughfares shall be considered when establishing fire lanes.

(C) The necessity of traffic lanes that are free from parked vehicles, both to and around the above enumerated establishments, and that are capable of handling fire vehicles, shall also be considered. This determination shall be made whenever the fire code official deems that such lanes are necessary for the safety of occupants and property of such establishments or when, after being petitioned by a private landowner to have fire lanes established on his or her property, the fire code official declares fire lanes thereon in accordance with the above criteria. This section shall apply to all such existing facilities within the jurisdiction. The fire code official or designated representative shall notify the landowner of any such property whereon fire lanes are established, by mailing notice of the same to the address of the owner as identified in the records of the City Assessor.

Section 503.7 Permitted parking. The fire code official may grant permission for parking of certain vehicles, objects or trailers in designated fire lanes for limited periods where such parking will not interfere with the use of the fire lane by emergency vehicles. Whenever such permission is granted, a record of the same shall be kept by the Fire Department. In conjunction with such permission, the Department shall furnish a sign to be posted conspicuously on the vehicle, object or trailer stating that permission to so

park has been granted and stating the duration that it may remain so parked.

Section 503.7.1 Violation. A person who violates Section 503 is responsible for a municipal civil infraction, subject to the following fine, or as established by City Council Resolution. Within a 12-month period:

1. For a first offense, a fine of $100.00.
2. For a second offense, a fine of $300.00.
3. For a third or subsequent offense, a fine of $500.00.

SECTION 3. ALL OTHER INTERNATIONAL FIRE CODE PROVISIONS.

All other provisions of the International Fire Code not specifically amended herein shall remain as printed in said Code.

SECTION 4. SAVINGS CLAUSE.

All proceedings pending and all rights and liabilities existing or incurred at the time this amendatory Ordinance takes effect are saved and may be consummated according to the law enforced when they were commenced. This amendatory Ordinance shall not be construed to affect any prosecution pending or initiated before the effective date of this amendatory Ordinance for an offense committed before that date.

SECTION 5. CONFLICTING ORDINANCES REPEALED.

Except as to prosecution and legal actions pending and saved pursuant to Section 4 above, any Marshall City Ordinances or parts of Ordinances in conflict with or inconsistent with any of the provisions of this Ordinance and prior editions of the International Fire Code, as amended hereby, are repealed.

SECTION 6. SEVERABILITY.

If any section, paragraph, clause, phrase or part of this Ordinance is held invalid by any court of competent jurisdiction or any agency, department or commission empowered by statute for such purposes, such decision shall not affect the validity of the remaining provisions of this Ordinance, and the application of those provisions to any person or circumstance shall not be affected thereby.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall become effective seven (7) days after its adoption by the Marshall City Council.

SECTION 8. CODE EDITS.

The editors of the Marshall City Code are hereby authorized, subject to approval of the City Manager, or designee, to update and revise code section numbers to effectuate the provisions of this Ordinance

AYES:

NAYES:

ABSTENTIONS:

_____
Mayor

STATE OF MICHIGAN
COUNTY OF CALHOUN

I, the undersigned, the qualified and acting City Clerk of the City of Marshall, Calhoun County, Michigan, do certify that the foregoing is a true and complete copy of the ordinance adopted by the City Council of the City of Marshall at a meeting called and held on the _____day of _____, 2024, the original of which is on file in my office.

_____
Michelle Eubank, Clerk

Adopted:

Published:

ITEM: 12.F

ADMINISTRATIVE REPORT

TO:	Honorable Mayor and City Council
FROM:	Derek N. Perry, City Manager Martin Erskine, Fire Chief
DATE:	February 5, 2024
SUBJECT:	**FIRE PROTECTION AND EMERGENCY SERVICES COST RECOVERY; FIRE INSPECTIONS ORDINANCE AMENDMENT**

With the anticipated adoption of the International Fire Code, we are recommending an amendment to the current cost recovery and fee schedule ordinance. This will give the City the ability to charge for emergency services rendered to entities, if necessary, to recover the cost of an emergency response. This will also give the City the ability to recover costs for Fire Code inspections provided by the Fire Department.

BUDGET IMPACT:
Adoption of the ordinance will provide opportunities to generate revenue to offset the cost of providing fire services. Actual revenue is yet to be determined.

RECOMMENDATION:
Introduce Ordinance 2024-02, An ordinance to amend the City of Marshall Code of Ordinances, pursuant to the authorization set forth in section 3(k) of the Michigan Home Rule Cities Act (MCL 117.3), PA 33 of 1951, MCL 41.806a; MCL 41.810(2)(a); to delete “emergency fire department services; charges"; to establish “fire protection and emergency services cost recovery; fire inspections”; and amend City Code Section 95-15, et. Seq.; to repeal any ordinance inconsistent therewith; and to provide an effective date thereof and set a Public Hearing for March 4, 2024.

City of Marshall, Calhoun County, Michigan

Ordinance No. 2024-02

PREAMBLE

AN ORDINANCE TO AMEND THE CITY OF MARSHALL CODE OF ORDINANCES, PURSUANT TO THE AUTHORIZATION SET FORTH IN SECTION 3(K) OF THE MICHIGAN HOME RULE CITIES ACT (MCL 117.3), PA 33 of 1951, MCL 41.806a; MCL 41.810(2)(a); TO DELETE "EMERGENCY FIRE DEPARTMENT SERVICES; CHARGES; TO ESTABLISH "FIRE PROTECTION AND EMERGENCY SERVICES COST RECOVERY; FIRE INSPECTIONS"; AND AMEND CODE SECTION 95-15, ET. SEQ.; TO REPEAL ANY ORDINANCE INCONSISTENT THEREWITH; AND TO PROVIDE AN EFFECTIVE DATE THEREOF.

The City of Marshall, Calhoun County, Michigan, ordains:

Section 1. Amendment to Chapter 95, of the Code of Ordinances to delete "EMERGENCY FIRE DEPARTMENT SERVICES; CHARGES" and to establish "FIRE PROTECTION AND EMERGENCY SERVICES COST RECOVERY; FIRE INSPECTIONS". The City of Marshall Code of Ordinances, Chapter 95, shall be amended to delete where noted and add the following "Fire Protection and Emergency Services Cost Recovery, Fire Inspections", as follows:

Sec. 95-15. **Findings and Purpose.**

~~The purpose of this subchapter shall be to provide reimbursement to the city and its citizens through establishment of fees for the costs incurred in providing emergency fire department services to citizens and property located outside of the city limits of the city. It is anticipated that these services will encompass the provision of first responder emergency medical services, as well as providing other types of routine emergency fire department services.~~

This subsection is adopted to enable the City to invoice for and collect "cost recovery charges," as defined herein, from those receiving services from the fire department services provided by the City, pursuant to state law, PA 33 of 1951, MCL 41.806a; MCL 41.810(2)(a).

The City finds that this subsection is necessary to fairly allocate the costs of providing fire department services and other emergency services among those responsible for them. The City further finds that this subsection is necessary to establish a policy and set forth the methods by which it may recover costs incurred in making appropriate responses and providing services in connection with same.

It is expressly the purpose of this subsection to provide for and promote the safety and welfare of the general public and not to create or designate any particular class of persons who will or should be specially protected by its terms.

Sec. 95.16. ~~**Charges**~~ **Definitions**.

~~All charges which shall be due and payable to the city from the recipient of any emergency fire department services rendered to persons or property outside of the city limits of the city shall be established from time to time by resolution of the city council based upon recommendations from the director of public safety. The charges shall be based upon a reimbursement to the city for the actual costs (including overhead and administrative costs) incurred by the city in providing the service.~~

The following words, terms, and phrases, when used in this subsection, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Bomb Threat means the verbal or written threat of a bomb or other explosive device which, if discharged as threatened, would violate a federal, state, or local law.

Cost Recovery Charges means to include the non-exhaustive list of fire protection services and other emergency services enumerated in this Subsection.

Demolition Of A Structure means the tearing down of a structure damaged by fire that must, as determined by the Marshall City Fire Department Fire Chief, be promptly demolished following the fire to protect public safety.

Direct Benefit means services and receiving a “direct benefit” means causing, requesting, or being involved in an accident or incident within the City’s jurisdictional limits that causes a response by the City (i.e., dispatching a fire truck) to provide fire or other emergency services. Receiving a “direct benefit” shall also include instances where a medical or care facility (including its employees, agents, and contractors) causes or requests the City to provide non-emergent transportation to one of the facility’s patients, residents, or occupants.

Downed Power Line or other Non-Hazmat Public Utility Hazard Response means the disabling of any transmission, distribution, or service line, cable, conduit, pipeline, wire or the like used to provide, collect, or transport electricity, natural gas, communication or electronic signals (including, but not limited to, telephone, computer, cable television, and stereo signals or electronic impulses), water or sanitary or storm sewage if the owner or party responsible for the maintenance of such utility line does not respond within one hour to a request to repair or correct such failure.

Excessive Requests for Emergency Assistance means any request for emergency assistance made to a particular location if emergency assistance has been requested to such location more than five times in the preceding thirty days.

Fire Inspections means an inspection is conducted by the fire departments to assess the potential fire safety hazards in a building.

Motor Vehicle means any self-propelled or towed vehicle designed or used on the public streets, roads, and highways to transport passengers or property which is required to be registered for use upon such public streets, roads, and highways. For the purposes of this

subsection, all trailers and appurtenances attached to any motor vehicle are deemed to be a motor vehicle.

Responsible Person means any individual, firm, corporation, association, partnership, entity, consortium, or joint venture responsible for cost recovery charges and receiving a direct benefit from the fire protection services and/or other emergency services provided by the City, and the heirs, estates, successors, and assigns of such responsible person(s), subject to any limitations expressly stated in Sec. 95-18 (Exemptions) and Sec. 95.19 (Services to multiple recipients).

City means the City of Marshall and all of its departments, specifically including the Marshall City Fire Department.

Sec. 95.17. Billing, payment and collection of service charge; Cost Recovery Charges.

All charges established pursuant to this subchapter shall be billed directly to the recipient of the services and shall be due and payable within 30 days from the date of the bill. In the event that payment is not received within the time period herein established, the payment of the charges shall be enforceable through proceedings in the courts of the State of Michigan or other courts of competent jurisdiction as with any other unpaid debt.

Subject to Sec. 95-18 of this subsection (Exemptions), the following is a non-exhaustive list of fire protection services and other emergency services that, when provided by the City within the City's jurisdictional limits, or jurisdictions receiving services and benefits, are billable and collectible as "cost recovery charges" in accordance with the City's Resolution Adopting Fee Schedule for this subsection and the fee schedule attached thereto, as amended and updated in the City Code.

(a) Responding to a multi or single motor vehicle and/or pedestrian accident, or other incident involving motor vehicle(s) and/or pedestrian(s).

(b) Responding to grass, rubbish, motor vehicle, aircraft, train, tree or forest, house, multiple-family building, hotel, motel, or other commercial establishment fire.

(c) Responding to requests for emergency medical services.

(d) Responding to requests to provide ambulance services.

(e) Responding to a downed power line or other non-HAZMAT public utility hazard response.

(f) Responding to excessive requests for emergency assistance.

(g) Responding to a bomb threat.

(h) Responding to a threat to harm oneself or others.

(i) Demolition of a structure.

(j) Other services not specifically listed that are determined by the Marshall City Fire Department Chief to be fire protection or other emergency services.

The cost recovery charges under this subsection are due and payable by the responsible person(s) within 30 days from the date on the City's invoice mailed to the last known address of the responsible person(s). If payment is not received within 30 days, such cost recovery charges are collectible through proceedings in district court or in any court of competent jurisdiction as a matured debt.

Sec. 95.18. Exemptions.

The following properties and services are exempt from cost recovery charges under this subsection:

The following services shall be exempt from the charges established by this subchapter:

(A) Emergency fire department services provided to property owned by any governmental unit (including the State of Michigan and any county, city, village or township property) for which the recipient of the service is deemed to be the governmental unit.

Sec. 95.19. Services to multiple recipients.

When a particular emergency fire department service is rendered by the city, and directly benefits more than one person or more than one property, each person so benefitted and the owner of each property so benefitted shall be jointly and severally liable for the payment of the full charge for the service, as established pursuant to section 95.16; provided however, the City may not collect more than the total amount of the charge established for the service.

Sec. 95-20. Collection of Charges.

Upon the failure of a responsible person(s) to pay the cost recovery charges due within the time limit for payment provided in 95.17 (Cost Recovery Charges), the City Treasurer may collect any overdue amounts from the responsible person(s) in any other manner permitted by law, including the filing of a collection suit in a court of competent jurisdiction. Any overdue amounts shall bear interest at the rate set forth in the annual schedule of fees.

Sec. 95-21. Appeal.

(a) Any person who has been billed may appeal the assessment of cost recovery charges to the Marshall City Fire Department Chief. Such appeal shall be in writing, shall be filed with the Fire Chief within the time limit for payment provided in Sec. 95.17 (Cost Recovery Charges), and shall state every reason why the cost recovery charges should not be paid, supporting such with adequate and verifiable facts. The Fire Chief shall render a decision on the appeal and shall notify the appellant and the City Treasurer of the decision in writing. The Fire Chief may, in his or her discretion, waive or reduce cost recovery charges, based on the information submitted.

(b) Any person aggrieved by the decision of the Fire Chief made pursuant to Sec. 95-21 may file a written appeal, along with any supporting documentation, with the City Manager within 30 days after the date of the written decision by the Fire Chief. The City

Manager shall determine whether the decision of the Fire Chief is supported by the documents and information in the file.

(c) The City Treasurer shall defer collection of cost recovery charges while any appeal is pending; provided, however, that any interest allowed on cost recovery charges shall continue to accrue during the appeal period.

Sec. 95-22. Non-Applicability of No Fault Act.

This ordinance provides authority to the City to collect cost recovery charges for fire and emergency services provided by the City, and within the City, to a responsible person(s). No claim under this ordinance is for, or relates to, property damage(s). Michigan's No Fault Act, as amended, MCL 500.3101 *et seq*., does not apply to, conflict with, or preempt this ordinance.

Sec. 95-23. No Limitation of Liability.

The collection of cost recovery charges pursuant to this subsection does not limit the liability of a responsible person under applicable local, state, or federal law.

Sec. 95-24. Fire Safety Inspections.

Commercial properties shall be subject to inspections at a minimum of every 3 years or more depending on the classification and risk assessment with one follow-up Inspection. The cost of fire inspections shall be established by City Council Resolution, based upon current personnel hourly rate and benefits, technology costs, materials used, City cost allocation plan and FEMA vehicle cost rates. See City's Resolution Adopting Fee Schedule for this subsection and the fee schedule attached thereto, as amended and updated in the City Code.

Section 2. Validity and Severability. The provisions of this Ordinance are severable and the invalidity of any phrase, clause or part of this Ordinance shall not affect the validity or effectiveness of the remainder of the Ordinance.

Section 3. Repealer Clause. All ordinances or parts of ordinances in conflict therewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 4. Savings Clause. This Ordinance does not affect rights and duties matured, penalties that were incurred, and proceedings that were begun, before its effective date.

Section 5. Effective Date. This Ordinance shall become effective immediately upon its publication.

Section 6. Code Edits. The editors of the Marshall City Code are hereby authorized, subject to approval of the City Manager, or designee, to update and revise code section numbers to effectuate the provisions of this Ordinance

AYES:
NAYES:
ABSTENTIONS:

_____
Mayor

STATE OF MICHIGAN
COUNTY OF CALHOUN

I, the undersigned, the qualified and acting City Clerk of the City of Marshall, Calhoun County, Michigan, do certify that the foregoing is a true and complete copy of the ordinance adopted by the City Council of the City of Marshall at a meeting called and held on the _____day of _____, 2024, the original of which is on file in my office.

_____
Michelle Eubank, Clerk

Adopted:

Published: