

CITY COUNCIL AGENDA

Regular Meeting

March 4, 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**
Work Session - February 20, 2024
Regular Session - February 20, 2024
 - B. **City Bills**

Purchases 2/16/2024	\$123,013.55
Purchases 2/23/2024	\$1,687,406.87
Purchases 3/5/2024	\$259,691.95
Total	\$2,070,112.31
 - C. **RUEBEN RACE SPECIAL EVENT**
 - D. **OAKLAWN COLOR CLASSIC 5K AND FUN RUN SPECIAL EVENT**
 - E. **MARKET ON MAIN SPECIAL EVENT**
- 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. **FIRE CODE ORDINANCE AMENDMENT**
 - B. **FIRE PROTECTION AND EMERGENCY SERVICES COST RECOVERY; FIRE INSPECTIONS ORDINANCE AMENDMENT**
- 11) **OLD BUSINESS**
- 12) **REPORTS AND RECOMMENDATIONS**

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

- A. PLANNING DOCUMENTS PROPOSALS- MASTER PLAN, NON-MOTORIZED PLAN, PARKS & RECREATION PLAN, ECONOMIC DEVELOPMENT, MARKETING PLAN**
- B. SIGN ORDINANCE REVIEW**
- C. TRANSPORTATION AUTHORITY OF CALHOUN COUNTY (TACC) CONSULTANT FUNDING REQUEST**
- D. REPLACEMENT OF ELECTRIC DEPARTMENT SCADA SYSTEM**
- E. PROPOSED FIVE-YEAR ELECTRIC RATE PLAN**

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

February 20, 2024
Work Session - 6:00 PM

1) CALL TO ORDER

IN A REGULAR SESSION held on Tuesday, February 20, 2024 at 6:00 PM in the Council Chambers of City Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Pro-Tem. Traver.

2) ROLL CALL

Roll was called:

Present: Members Joe Caron, Theresa Chaney-Huggett, Jacob Gates, Ryan Traver, Ryan Underhill and Scott Wolfersberger

Also Present: Manager Perry and Clerk Eubank

Absent: Mayor James Schwartz

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

NONE

4) DISCUSSION ITEMS

A. ELECTRIC RATE AND COST OF SERVICE STUDY

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

NONE

6) ADJOURNMENT

The meeting was adjourned at 6:43 pm.

Respectfully submitted by,

Michelle Eubank
City Clerk

CITY COUNCIL MINUTES

February 20, 2024
Regular Meeting - 7:00 PM

1) CALL TO ORDER

IN A REGULAR SESSION held on Tuesday, February 20, 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 Pro Tem. Traver.

2) ROLL CALL

Roll was called:

Present: Members Joe Caron, Therese Chaney-Huggett, Jacob Gates, Ryan Traver, Ryan Underhill and Scott Wolfersberger

Also Present: Manager Perry and Clerk Eubank

Absent: Mayor James Schwartz

3) INVOCATION

4) PLEDGE OF ALLEGIANCE

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

Traver added item 12 B- DESIGN ENGINEERING CONTRACT - FOREST ST AND VALLEY VIEW #1 to the agenda

Moved by Joe Caron, supported by Scott Wolfersberger to approve the agenda as amended. On a roll call vote:

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

Nays: None

Abstain: None

Motion carried.

Moved by Joe Caron, supported by Scott Wolfersberger to excuse Mayor James Schwartz. 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.

Jennifer Diepenhorst of W Hughes St and Barry Wayne Adams of W Green St gave public comment.

7) CONSENT AGENDA

Moved by Joe Caron, supported by Ryan Underhill to approve the consent agenda as submitted. On a roll call vote:

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

Nays: None

Abstain: None

Motion carried.

A. City Council Minutes

Work Session - February 5, 2024

Regular Session - February 5, 2024

B. City Bills

Purchases 2/2/2024	\$355,674.71
Purchases 2/6/2024	\$287,920.45
Purchases 2/9/2024	\$619,845.23
Purchases 2/21/2024	\$117,570.84
January Power Invoice	\$876,225.76
Total	\$2,257,236.99

8) PRESENTATIONS AND RECOGNITIONS

9) INFORMATIONAL ITEMS

10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION Persons addressing City Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of three (3) minutes per public hearing.

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

A. LICENSE AGREEMENT REQUEST - CITY PROPERTY AT 11301 OLD US 27 SOUTH

Moved by Theresa Chaney-Huggett, supported by Scott Wolfersberger to approve the Limited License Agreement with PJ Steel Pipeline Construction Company as presented and authorize the City Clerk and City Manager to sign all required documents. On a voice vote: **Motion carried.**

B. DESIGN ENGINEERING CONTRACT - FOREST ST AND VALLEY VIEW #1

Moved by Scott Wolfersberger, supported by Joe Caron to approve the NE NIA Infrastructure Design Engineering contract for award in the amount of \$47,900 with a contingency of \$4,100 for a total funded amount of \$52,000 and authorize the City Clerk and City Manager to sign all required documents. On a roll call vote:

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

Nays: None

Abstain: None
Motion carried.

13) APPOINTMENTS / ELECTIONS

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

Barry Wayne Adams of W Green St gave public comment.

A. RECEIVED WRITTEN COMMENTS

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

The meeting was adjourned at 7:22 pm.

Respectfully submitted by,

Michelle Eubank
City Clerk

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 02/16/2024 - 02/16/2024
JOURNALIZED
PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
530261	ASCENSION MICHIGAN EMP	DOT PHYSICAL EXAM - ARNOLD, FULLER, WISE		264.00
8203	ASI SECURITY	CAMERA UPDATES AT CITY HALL		2,550.00
269781949202-2024	AT&T	ACCT NO. 269 781-9492 594 7 MARSHALL HOU		329.65
269789901102-2024	AT&T	ACCT NO. 269 789-9011 599 1 MRLEC FEB 20		300.32
02/15/2024	BAYS, ERICA	UB refund for account: 141501		43.72
I0065890	BROWN WOOD PRESERVING	WOOD UTILITY POLES FOR BLUE OVAL SITE EX2024.199		21,994.00
1400868	CLARK HILL PLC	CLIENT NO. K9950 SERVICES THROUGH 1/31/2		3,577.20
02/15/2024	CLOSS, SIBAGENE	UB refund for account: 210900		32.50
1022	CODE CONCEPTS GROUP LL	CONSULTING SERVICES FOR BOBP MONTHLY RET2024.142		5,000.00
748511	CORRPRO COMPANIES, INC	ANNUAL CATHODIC PROTECTION INSPECTION 2024.001		1,760.00
181364	D & D MAINTENANCE SUPP	JANITORIAL SERVICE AT MRLEC		2,000.00
02152024	DAVIS, JOSH	TUITION REIMBURSEMENT PROGRAM - DAVIS, J		403.00
02152024	EGNATUK, ALEC	TRAVEL REIMBURSEMENT - MWEA/AWWA JOINT E		69.22
S0018423	EMERGENCY VEHICLE PROD	LABOR TO REPLACE VIDEO HD CABLE - COBAN		145.00
I129140	ERIC DALE HEATING & AI	SERVICE CALL AT PSB FOR BLOWER CONTROL I		186.00
I129142	ERIC DALE HEATING & AI	SERVICE CALL AT CITY HALL FOR SERVER ROO		531.00
S113884267.001	GALLOUP COMPANY	GASKETS		26.52
S113884267.002	GALLOUP COMPANY	GASKETS		8.84
130868	GIFFELS WEBSTER	PLANNING & ZONING SERVICES THROUGH 1/6/2		164.50
9973978670	GRAINGER	RAIN SUITS		1,197.58
9974168727	GRAINGER	RAIN SUITS		885.42
26532206	GRANGER WASTE SERVICES	ACCT NO. 2782490 COMMERCIAL/WASTE FEB 20		1,068.33
26524344	GRANGER WASTE SERVICES	ACCT NO. 18400290 RESIDENTIAL FEB 2024		32,041.30
26532694	GRANGER WASTE SERVICES	ACCT NO. 2890780 875 E. MICHIGAN AVE FEB		183.50
26497418	GRANGER WASTE SERVICES	ACCT NO. 18422860 CITY BUILDINGS/RECYCLI		114.08
9335676749	GRAYBAR ELECTRIC	GROUND RODS		1,213.51
23135931	GUARDIAN ALARM COMPANY	SERVICE CALL AT CITY HALL FOR ALARM PANE		50.00
LMN3993	GUTTERS R US	MRLEC SNOW REMOVAL & SIDEWALK SALTING 202024.152		4,526.40
LMN4033	GUTTERS R US	MARSHALL HOUSE SNOW REMOVAL & SALT JANUA2024.249		6,052.00
02/15/2024	HIRST, JORDAN	UB refund for account: 3002900018		83.81
02142024	HUBBARD PLUMBING	REFUND ON PERMIT FEE OVERPAYMENT FOR 423		5.00
152	JOHN B SULLIVAN	PROFESSIONAL SERVICES 10/1/23 - 12/31/23		7,755.00
02/15/2024	JONES, TARA	UB refund for account: 206901		114.34
40679528	LINDE GAS & EQUIPMENT,	CUST NO. 59879658 GASES		166.85
02022024	LOWES BUSINESS ACCOUNT	ACCT NO. 821 3023 902596 5 MARKING WAND		68.36
01262024-613	MARSHALL HARDWARE, LLC	DRILL BIT, SCREWS		13.38
01182024-360	MARSHALL HARDWARE, LLC	HOT ROCK		14.99
02062024-935	MARSHALL HARDWARE, LLC	YELLOW TRAFFIC PAINT		31.99
02082024-1037	MARSHALL HARDWARE, LLC	PLIERS		19.49
66604	MCNALLY ELEVATOR COMP	MARSHALL HOUSE MAINTENANCE 2/1/24 - 4/30		721.18
6-2024	MICHIGAN SHIGA SISTER	2024 SISTER CITY DUES		50.00
IN1996569	MUNICIPAL EMERGENCY SE	FIRE WORK SHIRTS		239.59
02/15/2024	NOVOTNY, JALENE	UB refund for account: 1701780018		48.75
868750	NYE UNIFORM COMPANY	MARSHALL PD - GOODRICH BELT		37.02
01222024	OAKLAWN HOSPITAL	ACCT NO. 9950-56303 DRUG SCREENING		135.00
01242024	PARKS COMMUNICATION SO	UPDATE MRLEC WIFI & CITY HALL CAMERAS		300.00
56794863	POWER LINE SUPPLY	BOX PADS		2,616.00
56796504	POWER LINE SUPPLY	MATERIALS FOR ELECTRIC LINE EXTENSION TO2024.228		183.76
30727	PRO SERVICES, INC.	WORK ORDER 32805 PLUMBING SERVICE 12/11/		609.37
30881	PRO SERVICES, INC.	WORK ORDER 32997 SERVICE TO RADIATOR 1/5		272.50
30884	PRO SERVICES, INC.	WORK ORDER 32755 SERVICE TO HEAT PUMP 12		903.67
30888	PRO SERVICES, INC.	WORK ORDER 33023 SERVICE TO RADIATOR 1/9		245.00
3018998	RESCO	CONNECTORS		83.40
3019916	RESCO	CONNECTORS, ELBOW JACKET SEAL, BOLT MACH		538.80
70914100	ROSE PEST SOLUTIONS	CLIENT NO. 70019775 MARSHALL HOUSE SERVI		1,600.00
70907431	ROSE PEST SOLUTIONS	CLIENT NO. 70019775 MARSHALL HOUSE SERVI		1,465.00
38849	SONAR SOFTWARE	FIBERNET CUSTOMER MANAGEMENT SOFTWARE - 2023.243		2,252.25
02012024	SPARTAN STORES, LLC	CUST NO. 021063 REC/FIRE/WW OPERATING SU		332.65
1653627155	STAPLES BUSINESS CREDI	CREDIT ACCT NO. 302063 OFFICE SUPPLIES		489.17
S013869709.001	STUART C IRBY CO	MATERIALS FOR ELECTRIC LINE EXTENSION TO2024.227		33.87
S013869709.002	STUART C IRBY CO	MATERIALS FOR ELECTRIC LINE EXTENSION TO2024.227		1,457.86
S013869709.003	STUART C IRBY CO	MATERIALS FOR ELECTRIC LINE EXTENSION TO2024.227		932.08
S013869709.004	STUART C IRBY CO	MATERIALS FOR ELECTRIC LINE EXTENSION TO2024.227		1,909.14
13	TNT MUSIC	DJ FOR 2024 DADDY DAUGHTER DATE NIGHT		250.00
202	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 2/5/24 - 2/11/24 2024.191		5,313.00
INV00253012	USABBLUEBOOK	LAB SUPPLIES		86.03
INV00259076	USABBLUEBOOK	HACH DR900 / HACH DR300 FOR WTP 2024.217		2,856.44
9955668626	VERIZON WIRELESS	ACCT NO. 987146080-00001 FEB 2024		1,904.28
01292024	WOW! BUSINESS	ACCT NO. 014226414 FIRE STATION FEBRUARY		156.94
GRAND TOTAL:				123,013.55

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 02/23/2024 - 02/23/2024
JOURNALIZED
PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
480894	AD-VISOR & CHRONICLE	AD NO. 8102266 LAW ENFORCEMENT RECRUITME		239.40
480726	AD-VISOR & CHRONICLE	AD NO. 6100458 ADS 1/6, 1/13, 1/27		1,895.25
93570	ALL-TRONICS, INC.	REMOTE PROGRAMMING FOR CITY HALL & PSB S		954.10
6302	AUGUST ENVIRONMENTAL S	SPECIAL LABORATORY ANALYSIS FOR STANTEC 2024.246		26,390.00
02/23/2024	BESSLER, BEVERLY OR WI	UB refund for account: 2707160001		581.29
BLU-12826	BLUFISH CONSULTING, LL	EATON PARK FUNDRAISING CAMPAIGN (EVERY D 2024.138		5,849.40
02212024	CALHOUN COUNTY TREASUR	2023 WINTER AD VALOREM DIST #5		212,020.10
02222024	CALHOUN INTERMEDIATE S	2023 WINTER AD VALOREM DIST #5		290,689.52
130361	CARR BROTHERS & SONS,	30 YDS CRUSHED STONE & 30 YDS TOPSOIL 5/		1,990.10
CPSMN0004701	COLOSSUS, INC. DBA INT	CALIBER ONLINE RMS USERS 4/1/24 - 3/1/25		530.70
202254227391	CONSUMERS ENERGY	ACCT NO. 1000 9033 6411 AIRPORT FEB 2024		186.80
201364331513	CONSUMERS ENERGY	ACCT NO. 1000 0916 3435 CITY HALL FEB 20		829.97
201364331515	CONSUMERS ENERGY	ACCT NO. 1000 0916 3971 DPW FEB 2024		1,511.83
201542275650	CONSUMERS ENERGY	ACCT NO. 1000 0759 4680 DPW FEB 2024		437.92
206436445041	CONSUMERS ENERGY	ACCT NO. 1030 1580 0248 FIRE STATION FEB		806.66
202788141050	CONSUMERS ENERGY	ACCT NO. 1000 8921 1096 KP FIREPLACE FEB		408.70
206703331835	CONSUMERS ENERGY	ACCT NO. 1000 0033 5602 MARSHALL HOUSE F		3,906.71
204567966452	CONSUMERS ENERGY	ACCT NO. 1030 1852 1130 MRLEC FEB 2024		2,898.55
201008705563	CONSUMERS ENERGY	ACCT NO. 1030 1852 0884 MRLEC BARN FEB 2		1,049.86
203500089457	CONSUMERS ENERGY	ACCT NO. 1000 0916 3203 WASTE WATER FEB		441.13
201364331514	CONSUMERS ENERGY	ACCT NO. 1000 0916 3708 WASTE WATER FEB		448.38
206792298736	CONSUMERS ENERGY	ACCT NO. 1030 1352 1119 WASTE WATER LIFT		16.81
206347502512	CONSUMERS ENERGY	ACCT NO. 1000 7224 3312 WATER FEB 2024		556.28
181529	D & D MAINTENANCE SUPP	JANITORIAL SERVICE AT MRLEC		2,220.00
181543	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES		486.32
181646	D & D MAINTENANCE SUPP	RESTORATIVE EXTRACTION OF CARPETS & AIR		220.00
S0016658	EMERGENCY VEHICLE PROD	POLICE PATROL CAR OUTFITTING (M-1) 2024.257		14,535.44
S0018487	EMERGENCY VEHICLE PROD	POLICE PATROL CAR OUTFITTING (M-2) 2024.258		15,119.13
S0018488	EMERGENCY VEHICLE PROD	LABOR FOR REMOVING OUTFITTING IN OLD M-2		435.00
S0018489	EMERGENCY VEHICLE PROD	LABOR FOR REMOVING RADIOS FOR NEW BUILD		145.00
02/23/2024	EMMONS, CAROL OR PONTE	UB refund for account: 2706260004		194.94
80342401	FIRST ADVANTAGE RESIDE	ACCT NO. 138549 RESIDENTIAL SCREENING		20.39
02/23/2024	GRAY, PAUL	UB refund for account: 2708290004		61.16
4284	HE CLEANS TOO, LLC	SQUEEGEE & POLE, TRUCK WASH		318.20
02012024	HERITAGE CLEANERS	ACCT NO. 100243 DRY CLEANING SERVICE FOR		342.00
38807	HUNTER-PRELL COMPANY	REPAIR WATER LINE IN REAR OFFICE AT CITY		383.45
D431758-IN	ILLUSTRATUS, DIVISION	(ACCT NO. 01-BT508 MARSHALL HOUSE SUBSCRI		48.77
02222024	KELLOGG COMMUNITY COLL	2023 WINTER AD VALOREM DIST #5		168,497.73
000014383	KELLOGGS REPAIR	RECOIL ASSM-S		121.66
000014575	KELLOGGS REPAIR	FILTERS		49.50
000014766	KELLOGGS REPAIR	BYPASS PUMP REPAIR PARTS		904.41
02/23/2024	KELSEY GOLDSWORTHY	UB refund for account: 3589		33.82
0202322.00 - 22401	LAWSON-FISHER ASSOCIAT	STREAM BANK EROSION MONITORING AND REPOR 2023.250		891.96
1720997-20240131	LEXISNEXIS RISK DATA	MBILLING ID: 1720997 JANUARY 2024		200.00
02222024	MARSHALL AREA FIRE FIG	2023 WINTER AD VALOREM DIST #5		64,469.07
01092024-12	MARSHALL HARDWARE, LLC	HANG STRAPS, FASTENER, EXTENSION SPRING,		69.83
01172024-303	MARSHALL HARDWARE, LLC	PIGTAIL SOCKET		37.74
01172024-323	MARSHALL HARDWARE, LLC	BAR CLAMP, PHILLIPS BITS		34.28
01232024-495	MARSHALL HARDWARE, LLC	SLIP CAP		1.69
01262024-599	MARSHALL HARDWARE, LLC	MAGNET HOOKS		19.97
01312024-741	MARSHALL HARDWARE, LLC	RECYCLING BOX (QTY 2)		55.98
02222024	MARSHALL PUBLIC SCHOOL	2023 WINTER AD VALOREM DIST #5		846,316.70
02/23/2024	MICHELLE BRIAN	UB refund for account: 3406		50.00
990423	MID-WEST INSTRUMENT	BACKFLOW TEST KIT RECERTIFICATION 2024.223		96.02
02162024	NATURAL HABITAT CANDLE	MAKE & TAKE CANDLE CLASS QTY 11		220.00
02012024	OAKLAWN HOSPITAL	ACCT NO. 9950-56303 DRUG SCREENING		40.00
01262024	POWERPLAN	AIS CONSTRUCTION EQUIPMENT PURCHASES INV		2,845.49
23-1443	QUALITY EXCAVATORS INC	8 YARDS OF GRAVEL		352.00
I2573	R&M SERVICE, LLC	REPLACED SPRINKLER BACKFLOW PREVENTER AT		1,847.58
INV01135320	RECPRO - DAYSMART SOFT	SSL CERTIFICATE & DOMAIN NAME REGISTRATI		270.00
70914039	ROSE PEST SOLUTIONS	CLIENT NO. 70019775 MARSHALL HOUSE SERVI		395.00
70914040	ROSE PEST SOLUTIONS	CLIENT NO. 70019775 MARSHALL HOUSE SERVI		395.00
2090006	STANTEC CONSULTING MIC	2022 CONSTRUCTION ENGINEERING - S MARSHA 2023.073		1,533.02
45729	TELNET WORLDWIDE	ACCT NO. 8948 FEB 2024		1,000.67
2150	THE WOODHILL GROUP, LL	FINANCE & ACCOUNTING SERVICES FY2024 2023.056		300.00
203-A	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 2/12/24 - 2/18/2 2024.191		4,140.00
203-B	TOP TO BOTTOM TREE SER	TREE REMOVAL FOR STREET DEPT (N. DIVISIO		1,104.00
INV00262079	USABLUEBOOK	FLOAT SWITCHES		186.19
5445546	XEROX FINANCIAL SERVIC	CUST NO. 69580 XEROX LEASE FEBRUARY 2024		1,758.30
GRAND TOTAL:				1,687,406.87

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 03/05/2024 - 03/05/2024
UNJOURNALIZED
OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
1FGP-RQ44-NRPF	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 NOTE PADS		35.51
11DW-CXPL-MFR6	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 PICTURE FRAMES,		37.48
179Q-G9MV-1M6W	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 MEMORY CARDS		47.91
1HWD-4KY6-CYTP	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 STAPLES		17.86
1C79-M9VR-D3MK	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 DDDN SUPPLIES		97.28
1D3T-PCCG-WKCL	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 FILE FOLDERS, US		53.50
1QHG-HRP1-3LJM	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 GATE CAMERA INTE		26.39
19LL-KJWJ-36NW	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 ADJUSTABLE DESK,		159.29
1HLJ-HV3L-4LJ4	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 SPORTS TAPE		34.69
1VVP-XYM9-XXCC	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 STAPLER, STAPLES		42.78
1LLY-F11W-3FM9	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 WATER FILTERS		126.34
6308	AUGUST ENVIRONMENTAL S:	CONTRACT LAB ANALYSIS		1,451.00
6316	AUGUST ENVIRONMENTAL S:	SPECIAL LAB ANALYSIS		1,940.00
225-516505	AUTO VALUE MARSHALL	OIL FILTER, CABIN AIR FILTER, 5W 30 OIL,		116.33
225-516621	AUTO VALUE MARSHALL	MAP PRO CYCLINDER		16.11
225-516652	AUTO VALUE MARSHALL	WASHER SOLVENT		26.94
225-516772	AUTO VALUE MARSHALL	OIL FILTER, 5W 30 OIL		69.46
225-516782	AUTO VALUE MARSHALL	HG-14 HG-24		57.80
225-516838	AUTO VALUE MARSHALL	TYPE 24 BRAKE CHAMBER (BEAST)		74.25
22131027.00 - 4	BARR ENGINEERING CO.	GENERATION CAPACITY UPGRADE REVIEW/ HYDR2024.061		1,054.50
927844680	BORDER STATES INDUSTRI	ELECTRIC LINE MATERIALS FOR BLUE OVAL EX2024.235		32,184.85
767043	CHR SOLUTIONS	FIBERNET SUPPORT CONTRACT - FEB 2024	2024.046	5,100.00
4183231770	CINTAS CORP	UNIFORM SERVICES - ELECTRIC & FIBER 2/13		55.11
4183231784	CINTAS CORP	UNIFORM SERVICES - POWER HOUSE 2/13/24		98.39
4183231709	CINTAS CORP	UNIFORM SERVICES - WASTE WATER 2/13/24		65.63
4183231823	CINTAS CORP	UNIFORM SERVICES - WATER 2/13/24		64.85
4183917084	CINTAS CORP	UNIFORM SERVICES - ELECTRIC & FIBER 2/20		56.85
4183917032	CINTAS CORP	UNIFORM SERVICES - POWER HOUSE 2/20/24		101.56
4183916987	CINTAS CORP	UNIFORM SERVICES - WASTE WATER 2/20/24		67.67
4183917051	CINTAS CORP	UNIFORM SERVICES - WATER 2/20/24		66.90
1026	CODE CONCEPTS GROUP LL	CONSULTING SERVICES FOR BOBP MONTHLY RET2024.142		5,000.00
631701	DARLING ACE HARDWARE	VAC CARTRIDGE FILTER		22.99
INV74333	DORNBOS SIGN, INC.	BREAKAWAY NUTS, TRUSS HEAD BOLTS		106.50
INV74254	DORNBOS SIGN, INC.	OVERNIGHT PARKING SIGNS/POSTS	2024.248	8,132.25
1221	DR LAB SERVICES, LLC	ANNUAL LAB PREVENTATIVE MAINTENANCE	2024.197	1,810.00
46369	DUNCAN & ALLEN LLP	ADVICE & GENERAL COUNCIL ASSISTANCE THRO2024.252		6,992.00
S0018528	EMERGENCY VEHICLE PROD	LABOR FOR M-5/M-2 CHANGEOVER		290.00
I129449	ERIC DALE HEATING & AI	NEW AC UNIT IN SERVER ROOM AT CITY HALL	2024.264	5,300.00
I129443	ERIC DALE HEATING & AI	SERVICE CALL AT CITY HALL FOR HVAC SYSTE		147.00
15878	FREDRICKSON SUPPLY, LL	MAINT KIT, FILTER INS		49.86
15885	FREDRICKSON SUPPLY, LL	MAINT KIT		192.18
24-02110	GARAGE DOORS UNLIMITED	SERVICE CALL AT PSB FOR SOUTH DOOR 2/9/2		175.00
9335950912	GRAYBAR ELECTRIC	MATERIALS FOR ELECTRIC LINE EXTENSION TO2024.231		333.87
2402	GREAT LAKES FUNDRAISIN	FLOOR HOCKEY T-SHIRTS & VOLLEYBALL CHAMP		1,210.00
2463054	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT PSB 2/19/24		51.00
2024006	GRP ENGINEERING, INC.	ENGINEERING SERVICES - PS-11 & PS-12 CIR2024.111		4,505.00
2024008	GRP ENGINEERING, INC.	ENGINEERING SERVICES - MISC. THROUGH 1/2		175.00
2024029	GRP ENGINEERING, INC.	ENGINEERING SERVICES - MEGASITE CIRCUIT	2024.261	7,693.75
23179019	GUARDIAN ALARM COMPANY	SERVICE CALL AT CITY HALL FOR ALARM PANE		50.00
562375	HAMMERSMITH EQUIPMENT	(POST DRIVER	2024.262	3,080.00
19364	HOEKSTRA ROOFING COMP	AI SERVICE CALL FOR LEAK AT MRLEC 2/14/24		1,492.50
179015	IMPACT SOLUTIONS	WALL NAME SIGN - KAMINSKI		27.25
000017728	IPARCHITECHS MANAGED S:	CONSULTING SERVICES FOR FIBERNET	2024.265	4,750.00
212608	K&H CONCRETE CUTTING	O CORE DRILLING		756.00
101909163	KIMBALL MIDWEST	EAR PLUGS		122.00
2858	MAEDA	MARSHALL BUCKS		770.00
48454	MARSHALL CUSTOM EMBROI	SAFETY VESTS W/ LOGO		220.00
8500	MARSHALL FEED & GRAIN	(25LB SEED, 3 BALES OF STRAW		76.50
23-039-8	MCKENNA	BUILDING INSPECTION CONTRACT FOR FORD TH2024.015		106,944.44
S5318376.001	MEDLER ELECTRIC COMPAN	MATERIALS FOR BLUE OVAL LINE EXTENSION P2024.206		15,144.31
2020-10120	MICHIGAN RURAL WATER A	REGISTRATION FOR ADVANCED WASTEWATER PLA		720.00
2020-10133	MICHIGAN RURAL WATER A	REGISTRATION FOR ACTIVATED SLUDGE PROCES		720.00
1267207	MML WORKERS' COMPENSAT	POLICY #5550390-22 PAYROLL AUDIT 7/1/22		3,832.00
635732	NAPA OF MARSHALL	ACCT NO. 1400 BOLT GRIP EXPAN SET		30.83
2817440	OFFICE THREE SIXTY INC	STENO BOOKS		9.54
2825032	OFFICE THREE SIXTY INC	COPY PAPER, CLOROX WIPES		51.98
56800834	POWER LINE SUPPLY	ARRESTER ELBOWS		1,758.24
56800837	POWER LINE SUPPLY	BUSHINGS		966.60
56802139	POWER LINE SUPPLY	WR969 CONNECTORS		820.00
56802953	POWER LINE SUPPLY	WORK GLOVES		143.88
56803079	POWER LINE SUPPLY	MATERIALS FOR ELECTRIC LINE EXTENSION TO2024.228		148.60
56803089	POWER LINE SUPPLY	EATON GRID ADVISOR SERIES 2 - CONDUCTOR	2023.244	2,304.00
351936	PVS TECHNOLOGIES, INC.	FERRIC CHLORIDE	2024.004	9,368.99
S013869709.005	STUART C IRBY CO	CROSSARMS FOR ELECTRIC LINE EXTENSION TO2024.230		12,077.34
S013869709.007	STUART C IRBY CO	MATERIALS FOR ELECTRIC LINE EXTENSION TO2024.227		3,089.91
17244	TIRE CITY TIRE PROS	INSPECTION & REPAIRS TO TRUCK #114		1,454.45
530373557	UTILITIES INSTRUMENTAT	REPAIR MAIN TIE CIRCUIT BREAKER PER QUOT2024.226		2,698.50
PB9253	VERMEER OF MICHIGAN, I	ACCT NO. MARSH010 EQUIPMENT MAINTENANCE		10.46
PB9255	VERMEER OF MICHIGAN, I	ACCT NO. MARSH010 BLADE SHARPENING		320.00

02/28/2024 01:09 PM
User: KWAGNER
DB: Marshall

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 03/05/2024 - 03/05/2024
UNJOURNALIZED
OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
56009	VILLA ENVIRONMENTAL CO	AIRPORT QUARTERLY OPERATOR INSPECTION 2/		200.00
GRAND TOTAL:				259,691.95



ITEM 7.C

TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Joshua Lankerd, Chief of Police
Marguerite Davenport, Director of Public Services
DATE: March 4, 2024
SUBJECT: RUEBEN RACE SPECIAL EVENT

The City received a Special Event Application request from the Fountain Clinic for the Rueben Race event scheduled for April 20, 2024. The impacted streets consist of Jefferson Street, Mansion Street, East Drive, North Drive, Madison Street, and Mansion Street. See included race map for full route information. The event is requesting support from the Police and Fire Departments as well as a closure of North Jefferson Street between Michigan Avenue and Mansion Street. As in years past, the event will include amplified announcements from the registration area at North Jefferson Street and the event sponsor will be utilizing volunteers.

The City has received the certificate of insurance from the event sponsor listing the City as additionally insured.

BUDGET IMPACT:

The City expense to support the race is estimated at \$1,462. The event sponsor will receive the \$500 non-profit waiver. All expenses over the \$500 waiver threshold will be billed.

RECOMMENDATION:

Approve the April 20, 2024, Rueban Race 10k, 5k, and fun run Special Event Application request.



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

Special Events Application

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

Applicant Information

Name of Special Event: Rueben Run

Is the sponsoring organization: ☒ Non-Profit, please provide status letter* ☐ For Profit

Mailing/Billing Address: Fountain Clinic 111 N. Jefferson

City/State/ZIP Code: Marshall Mi 49068

Business Phone: 269-789-0410 Cell Phone: 269-719-6023

Email Address(es): mjbyrne@fountain-clinic.org

Event Information

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

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

1. Requested day(s), date(s), and time(s) of the Special Event: Saturday April 20, 2024

2. Is there a requested alternative date(s)? ☐ Yes ☒ No

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

3. Please describe the event(s): 10K Run, 5K run+walk, Fun 1 mile walk

4. What is the requested location(s) of the event(s): 105 N. Jefferson

5. Does this event require a street closure? ☒ Yes ☐ No Street Name: _____

Start and End Locations: same

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

General

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

Public Services

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

Public Safety

18. Does the applicant have any special security or safety concerns? Yes ☐ No ☒
19. Are you requesting assistance from the Police/Fire Departments? Yes ☒ No ☐
20. Will the event include loud or unusual sounds?
- a. Musicians Yes ☐ No ☒
 - b. Singers Yes ☐ No ☒
 - c. Amplified Announcers Yes ☒ No ☐
 - d. Carnival Rides Yes ☐ No ☒
 - e. Motor Vehicle Noises Yes ☐ No ☒
 - f. Other Yes ☐ No ☒
21. What are the planned hours for loud or unusual sounds? 9:00 - 12:00 pm
22. Will the event include unusual lighting beyond what is normal at that location? Yes ☐ No ☒

Alcohol Consumption

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

6. **Is this event expected to occur again in a future calendar year?** You may ask to reserve a date for a future calendar year with this application. To reserve an event date for a future calendar year, please provide the normal annual event date. *Note:* Granting such a reservation does not constitute final approval of the event, but will reserve the same area as granted for the current year, until three months before the reserved date.
7. **An Event Map**—if your event will use streets or sidewalks or will use multiple locations, please attach one or more maps showing the locations requested. Please show any streets or parking lots that you are asking be blocked off or reserved for specific purposes, locations of specific events or objects (carnival rides, bleachers, medical care, exhibits, special parking, pick-up/drop-off areas, etc.), remote parking lots, the actual route of a parade or race, and similar information appropriate to clarify the exact request.
8. **Is your event located within the Downtown Development Authority?** The DDA will be asked to formally support the Special Event prior to the event approval going to City Council. The City believes support and coordination with downtown business is critical to the success of the downtown area. The DDA meets once a month so timing of the application should be adjusted accordingly to allow for both DDA and City Council approval.
- 9/10. **Does the applicant wish to have control of vending within the festival area?** In some instances, the applicant may be granted control of vending, the applicant is solely responsible for ensuring that all vendors are properly licensed with any appropriate agencies (Health Department). The City of Marshall Fire Department will hold vendors responsible for the National Fire Prevention Association's (NFPA) standards relating to general safety, fuel and power sources, clearances, and operational safety.
11. **Will this event include the use of signs?** If yes, please attach information on the size, content, and location of any requested signs; signs may be shown on the event map or on a separate map, if appropriate. Small directional signs that do not obstruct pedestrian or vehicular traffic may be placed in the event area, during the event, without being included in this application.
12. **Will the event require the hanging of a banner?** Event sponsors can purchase banners to be hung across North Kalamazoo Avenue or Michigan Avenue. The fee to hang a banner is \$400. The banner must be 3 or 4-foot by 20-foot in size for North Kalamazoo or 25 to 35-foot in length for Michigan Avenue. For proper hanging the banner must have grommets in each corner as well as along the top of the banner and wind slits throughout the banner. The city will supply the rope for hanging of the banner.
13. **Is the applicant requesting special parking arrangements—such as limiting parking areas to certain groups of users?** If yes, you must coordinate with the Police Chief.
14. **Is the applicant requiring utility connections, such as electric service or water?** If yes, you must coordinate with the Director of Public Services to review what utilities are available in the requested area, and provide a detailed map showing the utilities requested. Requests for electricity will require an *Electric Drop* form to be completed and submitted with the application.
15. **Does the applicant have any other requests for public services, such as street sweeping, mowing, rubbish containers or removal, placement or removal of picnic tables or other fixtures, or cessation of lawn sprinkling?** If yes, you must coordinate with the Director of Public Services to determine if assistance from Public Services is appropriate and available, and provide a description of the services Public Services has indicated it could provide. The applicant will be charged for these services. Any
16. **Do you plan to utilize volunteers to help run the event?** Depending on the scope of the event, volunteers can help reduce the cost of special events for the applicant. The City has limited staff to help with special events and encourages organizers to utilize volunteers as much as possible.
17. **Is your event located at Stuarts Landing Band Shell or Ketchum Park's Cronin Millrace Pavilion?** These two facilities are available for rent. A separate *Park Rental Agreement* for park facilities is required as part of the special event application.

- 18. Does the applicant have any special security or safety concerns? Is the applicant requesting assistance from the Police Department in addressing these concerns?** If yes, you must contact the Chief of Police to determine what assistance from the Police Department is appropriate and available, and provide a description of the services the Police Department has indicated it could provide. The applicant will be charged for these services.
- 19. Is the applicant requesting assistance from the Police or Fire Departments in addressing these concerns?**
If yes, you must contact both the Police and Fire Chief to determine what assistance from the Departments is appropriate and available, and provide a description of the services the Departments have indicated they could provide. The applicant will be charged for these services.
- 20. Will the event include loud or unusual sounds, such as a musicians, singers, amplified announcers, carnival rides, motor vehicle noises beyond those regularly present in the location, etc.?**
If yes, you must please attach information indicating all of these on this application.
- 20. Will the event include unusual lighting beyond that regularly present in the location that could have an impact upon occupants of neighboring properties?**
If yes, you must please attach information indicating all of the types of lighting, the location, the beginning and end times, and whether the lighting is constant or intermittent during those times.
- 21. Are alcoholic beverages proposed to be served as part of the event?**
If yes, you must advise the Police Department of your intention to serve alcoholic beverages. Approval of the special event does not constitute final approval of service of alcoholic beverages; any necessary approval of a liquor license is a separate process.
- 25. Please attach a separate sheet detailing any aspects of the event that are not specifically addressed in this form but of which the City Council should be aware to make a fully informed decision with regard to approval of the proposed event.**
- 26. The applicant is required to provide \$1,000,000 of liability insurance coverage with respect to the event. A Certificate of Insurance, with the City listed as an additional named insured, must be provided to the City Clerk's Office at least one calendar month before the event. Is the insurance certificate attached?**

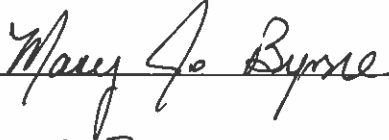
The City of Marshall PROHIBITS any and all painting of any city property, including sidewalk and streets. Events of those persons violating this policy will be canceled and not future event will be allowed.

Continue to next page...

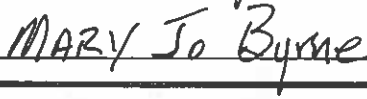
Applicant Signature

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

Applicant Signature: _____



Printed Name: _____



Date: _____



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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER StateFarm  WOODS INSURANCE & FINANCIAL SERVICES INC 120 S HAMILTON ST MARSHALL MI 49068		CONTACT NAME: KATIE JOHNSON PHONE (A/C, No, Ext): 269-781-4256 FAX (A/C, No): 269-781-4469 E-MAIL ADDRESS: KATIE@SANDYWOODSAGENCY.COM																						
INSURED FOUNTAIN CLINIC 111 N JEFFERSON ST MARSHALL MI 49068		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>State Farm Fire and Casualty Company</td><td>25143</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	State Farm Fire and Casualty Company	25143	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y	N	92-CW-V444-1	04/20/2023	04/21/2023	EACH OCCURRENCE \$ 1,000,000
	☒ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐ \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N ☐ N/A						E.L. EACH ACCIDENT \$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RUEBEN RACE

CERTIFICATE HOLDER

CANCELLATION

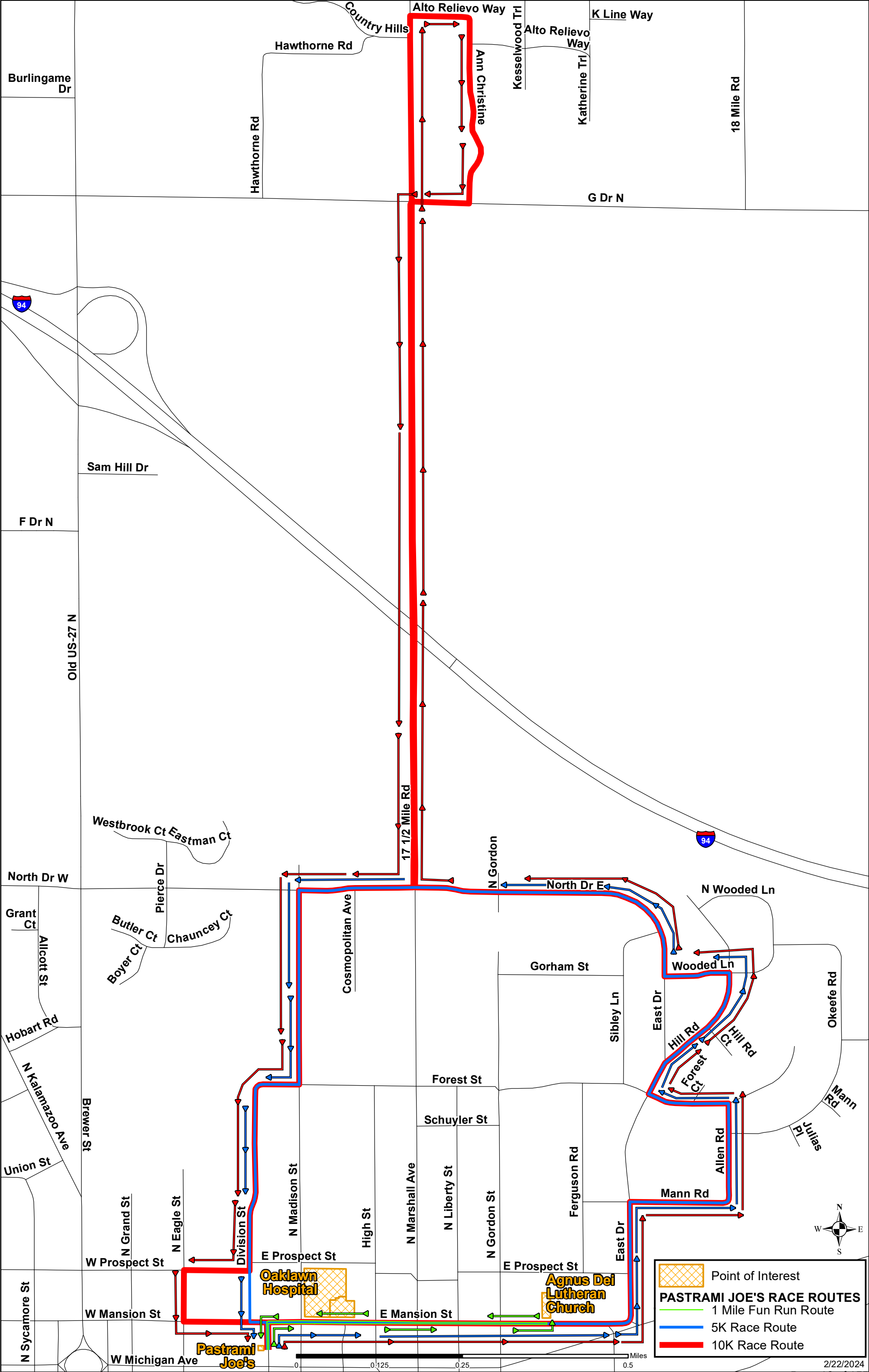
CITY OF MARSHALL
323 W MICHIGAN AVE
MARSHALL

MI 49068

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.



Point of Interest

PASTRAMI JOE'S RACE ROUTES

1 Mile Fun Run Route

5K Race Route

10K Race Route



ITEM 7.D

TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Joshua Lankerd, Chief of Police
Marguerite Davenport, Director of Public Services
DATE: March 4, 2024
SUBJECT: OAKLAWN COLOR CLASSIC 5K AND FUN RUN SPECIAL EVENT

The City received a Special Event Application from Oaklawn Hospital for the Color Classic 5k and Fun Run event scheduled for June 8, 2024. The impacted streets are shown on the included map and consist of a Michigan Avenue closure, the Michigan Department of Transportation (MDOT) I-94 Trunkline, from Kalamazoo Avenue to Gordon Street. The event is requesting support from the Police, Fire, and the Department of Public Works and the event coordinators plan to utilize volunteers. As in years past, the event will include amplified announcements from the registration area at North Kalamazoo Avenue and the fountain circle.

The City has received the certificate of insurance from the event sponsor listing the City as additionally insured and the permit for closure of BL-94 from the Michigan Department of Transportation. The street closure of Michigan Avenue is permitted from 0800 to 1400.

BUDGET IMPACT:

The City expenses in support of the event are estimated at \$8,208. The event sponsor will receive the \$500 non-profit waiver. All expenses over the \$500 waiver threshold will be billed to the applicant.

RECOMMENDATION:

Approve the June 8, 2024, Oaklawn Color Classic 5k and Fun Run Special Event Application request.



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

Special Events Application

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

Applicant Information

Name of Special Event: Oaklawn Color Classic

Is the sponsoring organization: ☒ Non-Profit, please provide status letter* ☐ For Profit

Mailing/Billing Address: 116 E Prospect Street

City/State/ZIP Code: Marshall, MI 49068

Business Phone: 269-789-3942 Cell Phone: 260-316-5951

Email Address(es): smead@oaklawnhospital.com

Event Information

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

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

1. Requested day(s), date(s), and time(s) of the Special Event: Saturday, June 8th

2. Is there a requested alternative date(s)? ☐ Yes ☒ No

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

3. Please describe the event(s): The Color Classic will consist of a 5k and 1 Mile Fun Run

4. What is the requested location(s) of the event(s): Fountain Circle

5. Does this event require a street closure? ☒ Yes ☐ No Street Name: N Kzoo Ave & Michigan Ave

Start and End Locations: N Kzoo Ave

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

General

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

Public Services

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

Public Safety

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

Alcohol Consumption

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

Questionnaire Explanations

6. **Is this event expected to occur again in a future calendar year?** You may ask to reserve a date for a future calendar year with this application. To reserve an event date for a future calendar year, please provide the normal annual event date. *Note:* Granting such a reservation does not constitute final approval of the event, but will reserve the same area as granted for the current year, until three months before the reserved date.
7. **An Event Map**—if your event will use streets or sidewalks or will use multiple locations, please attach one or more maps showing the locations requested. Please show any streets or parking lots that you are asking be blocked off or reserved for specific purposes, locations of specific events or objects (carnival rides, bleachers, medical care, exhibits, special parking, pick-up/drop-off areas, etc.), remote parking lots, the actual route of a parade or race, and similar information appropriate to clarify the exact request.
8. **Is your event located within the Downtown Development Authority?** The DDA will be asked to formally support the Special Event prior to the event approval going to City Council. The City believes support and coordination with downtown business is critical to the success of the downtown area. The DDA meets once a month so timing of the application should be adjusted accordingly to allow for both DDA and City Council approval.
- 9/10. **Does the applicant wish to have control of vending within the festival area?** In some instances, the applicant may be granted control of vending, the applicant is solely responsible for ensuring that all vendors are properly licensed with any appropriate agencies (Health Department). The City of Marshall Fire Department will hold vendors responsible for the National Fire Prevention Association's (NFPA) standards relating to general safety, fuel and power sources, clearances, and operational safety.
11. **Will this event include the use of signs?** If yes, please attach information on the size, content, and location of any requested signs; signs may be shown on the event map or on a separate map, if appropriate. Small directional signs that do not obstruct pedestrian or vehicular traffic may be placed in the event area, during the event, without being included in this application.
12. **Will the event require the hanging of a banner?** Event sponsors can purchase banners to be hung across North Kalamazoo Avenue or Michigan Avenue. The fee to hang a banner is \$400. The banner must be 3 or 4-foot by 20-foot in size for North Kalamazoo or 25 to 35-foot in length for Michigan Avenue. For proper hanging the banner must have grommets in each corner as well as along the top of the banner and wind slits throughout the banner. The city will supply the rope for hanging of the banner.
13. **Is the applicant requesting special parking arrangements—such as limiting parking areas to certain groups of users?** If yes, you must coordinate with the Police Chief.
14. **Is the applicant requiring utility connections, such as electric service or water?** If yes, you must coordinate with the Director of Public Services to review what utilities are available in the requested area, and provide a detailed map showing the utilities requested. Requests for electricity will require an *Electric Drop* form to be completed and submitted with the application.
15. **Does the applicant have any other requests for public services, such as street sweeping, mowing, rubbish containers or removal, placement or removal of picnic tables or other fixtures, or cessation of lawn sprinkling?** If yes, you must coordinate with the Director of Public Services to determine if assistance from Public Services is appropriate and available, and provide a description of the services Public Services has indicated it could provide. The applicant will be charged for these services. Any
16. **Do you plan to utilize volunteers to help run the event?** Depending on the scope of the event, volunteers can help reduce the cost of special events for the applicant. The City has limited staff to help with special events and encourages organizers to utilize volunteers as much as possible.
17. **Is your event located at Stuarts Landing Band Shell or Ketchum Park's Cronin Millrace Pavilion?** These two facilities are available for rent. A separate *Park Rental Agreement* for park facilities is required as part of the special event application.

- 18. Does the applicant have any special security or safety concerns? Is the applicant requesting assistance from the Police Department in addressing these concerns?** If yes, you must contact the Chief of Police to determine what assistance from the Police Department is appropriate and available, and provide a description of the services the Police Department has indicated it could provide. The applicant will be charged for these services.
- 19. Is the applicant requesting assistance from the Police or Fire Departments in addressing these concerns?**
If yes, you must contact both the Police and Fire Chief to determine what assistance from the Departments is appropriate and available, and provide a description of the services the Departments have indicated they could provide. The applicant will be charged for these services.
- 20. Will the event include loud or unusual sounds, such as a musicians, singers, amplified announcers, carnival rides, motor vehicle noises beyond those regularly present in the location, etc.?**
If yes, you must please attach information indicating all of these on this application.
- 20. Will the event include unusual lighting beyond that regularly present in the location that could have an impact upon occupants of neighboring properties?**
If yes, you must please attach information indicating all of the types of lighting, the location, the beginning and end times, and whether the lighting is constant or intermittent during those times.
- 21. Are alcoholic beverages proposed to be served as part of the event?**
If yes, you must advise the Police Department of your intention to serve alcoholic beverages. Approval of the special event does not constitute final approval of service of alcoholic beverages; any necessary approval of a liquor license is a separate process.
- 25. Please attach a separate sheet detailing any aspects of the event that are not specifically addressed in this form but of which the City Council should be aware to make a fully informed decision with regard to approval of the proposed event.**
- 26. The applicant is required to provide \$1,000,000 of liability insurance coverage with respect to the event. A Certificate of Insurance, with the City listed as an additional named insured, must be provided to the City Clerk's Office at least one calendar month before the event. Is the insurance certificate attached?**

The City of Marshall PROHIBITS any and all painting of any city property, including sidewalk and streets. Events of those persons violating this policy will be canceled and not future event will be allowed.

Continue to next page...

Applicant Signature

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

Applicant Signature: Sarah Mead

Printed Name: Sarah Mead Date: 1/11/24

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

CERTIFICATE OF INSURANCE

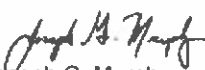
The CERTIFICATE OF INSURANCE neither affirmatively nor negatively amends, extends or alters the coverage afforded by these policies.

This is to certify that the following policies, subject to the terms, conditions and exclusions have been issued by this company. The company will mail to the party to whom this Certificate is issued a record of any material change in or cancellation of said policy or policies, but takes no responsibility for failure to do so.

Certificate Holder: Ella E M Brown Charitable Circle DBA Oaklawn Hospital 200 North Madison Street Marshall, MI 49068	First Named Insured: Ella E M Brown Charitable Circle DBA Oaklawn Hospital 200 North Madison Street Marshall, MI 49068	Producer: Coverys Insurance Services 3100 West Rd, Bldg. 1, Ste 200 East Lansing, MI 48823
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POLICY PERIOD: 07/01/2023 to 07/01/2024 at 12:01 A. M. Standard time at Named Insured address above.	DESCRIPTION OF BUSINESS: Institution
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COMMERCIAL LIABILITY POLICY		Policy No: 002MI000006306 Former Policy No: 002MI000006306	
Coverage Parts	Coverage Type / Retroactive Date	Limits	
Healthcare Provider Professional Liability	Claims Made Retroactive Date: 08/25/1987	\$1,000,000 \$3,000,000	Per Claim Aggregate
Commercial General Liability	Claims Made Retroactive Date: 08/25/1987	\$1,000,000 \$3,000,000 \$3,000,000 \$1,000,000 \$50,000 \$5,000	Each Incident \$1,000,000 General Aggregate Products-Completed Operations Aggregate Personal and Advertising Injury Limit Damages to Premises Rented (any one premises) Medical Expense Limit (any one person)
Sexual Misconduct Legal Expense Reimbursement		\$100,000 \$100,000	Per Proceeding Aggregate
Professional Conduct Review		\$25,000 \$25,000	Per Proceeding Aggregate
Excess/Umbrella	Claims Made Retroactive Date: 08/25/2010	\$2,000,000 \$2,000,000	Each incident Aggregate
Special Conditions:			

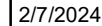

 Joseph G. Murphy
 President & CEO


 Kim A. Tobin
 Secretary

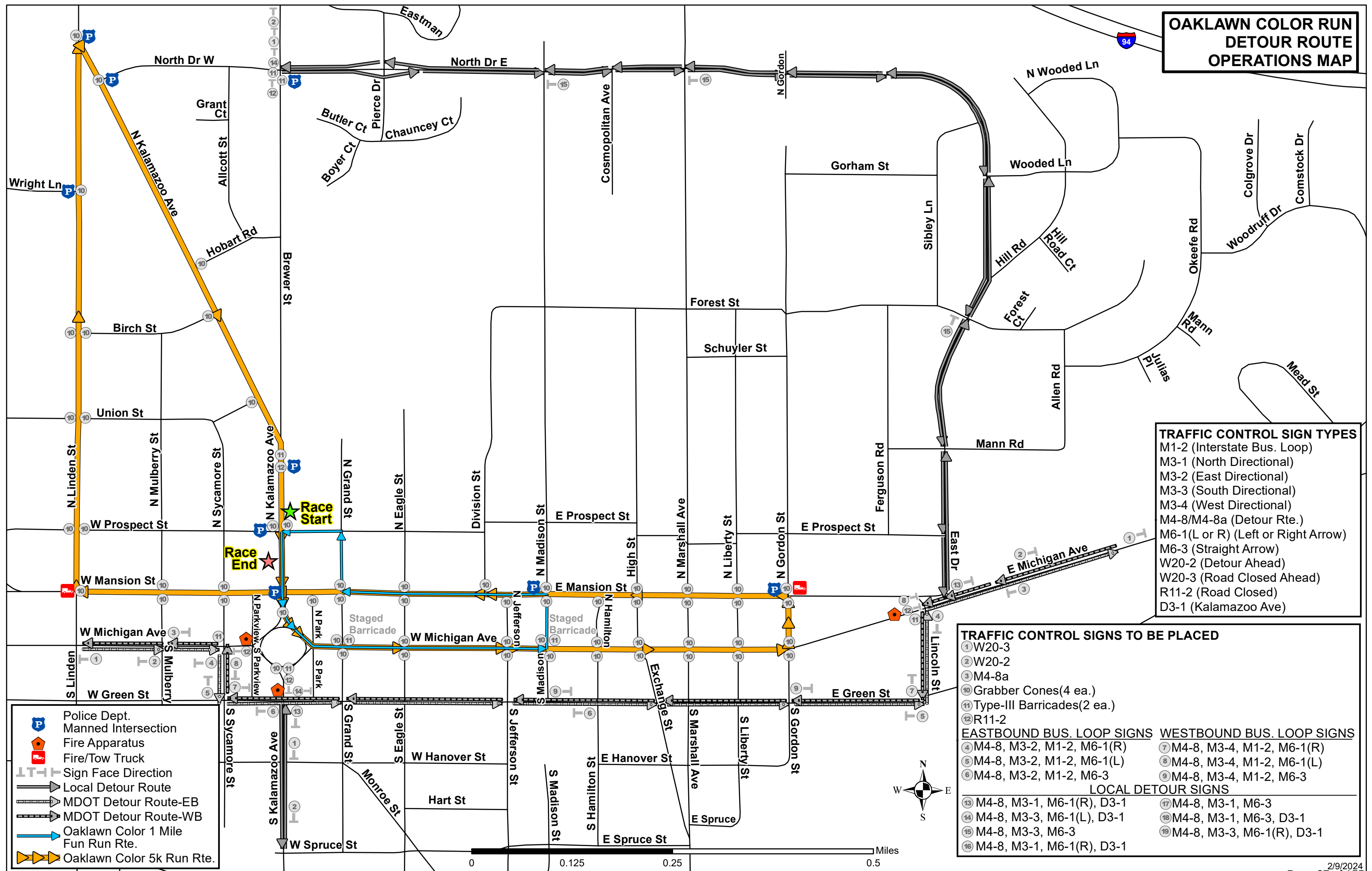
This is NOT A BILL. THE BILL WILL FOLLOW SHORTLY.

Date Produced: 7/6/2023 2:27 PM

Page 1



OAKLAWN COLOR RUN DETOUR ROUTE OPERATIONS MAP



ITEM: 7.E

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
Joshua Lankerd, Chief of Police
DATE: March 4, 2024
SUBJECT: **MARKET ON MAIN SPECIAL EVENT**

A special event application has been submitted for the 2024 Market on Main event sponsored by the Retailers Association. The event is scheduled for July 20, 2024 from 9:00am to 11:00pm. The event will be held on Michigan Ave between Eagle Street and Jefferson Street. A map of the event layout is included with this report.

The event sponsors are requesting electric connection for a band, rubbish containers, and barricades to close Michigan Avenue. City staff have received the certificate of insurance listing the City as additionally insured. The permit for closure of Michigan Avenue has been issued by MDOT. The Social District will remain in use during the event.

BUDGET IMPACT:

The City's expenses to support the event are estimated at \$556. The Retailers Association will receive the \$500 non-profit waiver. Any expenses over the \$500 waiver threshold will be billed.

RECOMMENDATION:

Approve the July 20, 2024 Market on Main Special Event Application request.

Market On Main – Summer Block Party Event
Downtown Marshall - Summer 2024
Event Date: July 20, 2024

Background:

For the past three years, the retail community has teamed up with restaurants to host a Market on Main event. It has more than doubled in size year-over-year and gives the downtown a July event to bring in tourists to the stores and restaurants. We appreciate the City of Marshall's support of this event.

Proposal:

The Marshall Retailers Association, in conjunction with MAEDA, respectfully requests the main block on Michigan Ave (from Eagle to Jefferson) to be closed on Saturday, July 20, 2024, from 9:00am – 11:00pm for our Market on Main event. This is the only request for a road closure by the Marshall Retailer Association for 2024. Retailers will be utilizing outdoor merchandise displays and canopies to create an enticing, walkable, outdoor marketplace for tourists and locals alike. Similar to 2023, there will be live music, eating contests, special pop-up vendors and outdoor activities. A couple of additions for 2024 include incorporating the Copper Athletic Club's annual birthday bash into the music portion of the event and incorporating some activities by the Marshall Rotary Club (a duck pluck). As the main block is part of the social district, this event would benefit retailers and restaurants alike. Since it is proposed for the same time as last year, parking at the parking ramp or in the surrounding lots will provide ample parking for participants.

As in 2023, each downtown retail establishment will have a space assigned to them in the closed off area. For businesses on the main block, it will be in front of their buildings. For businesses outside of the main block, they will be given first choice of other identified spots along the street. After this exercise, if there are open spots still available for the Market on Main, the retail community possibly would open up those spots for applications for other retail businesses to join the event. These businesses would pay a small fee for their space. These fees would be used to promote retail tourism events. A committee will be reviewing the applications to make sure the outside vendors are properly registered with the state and have a quality offering.

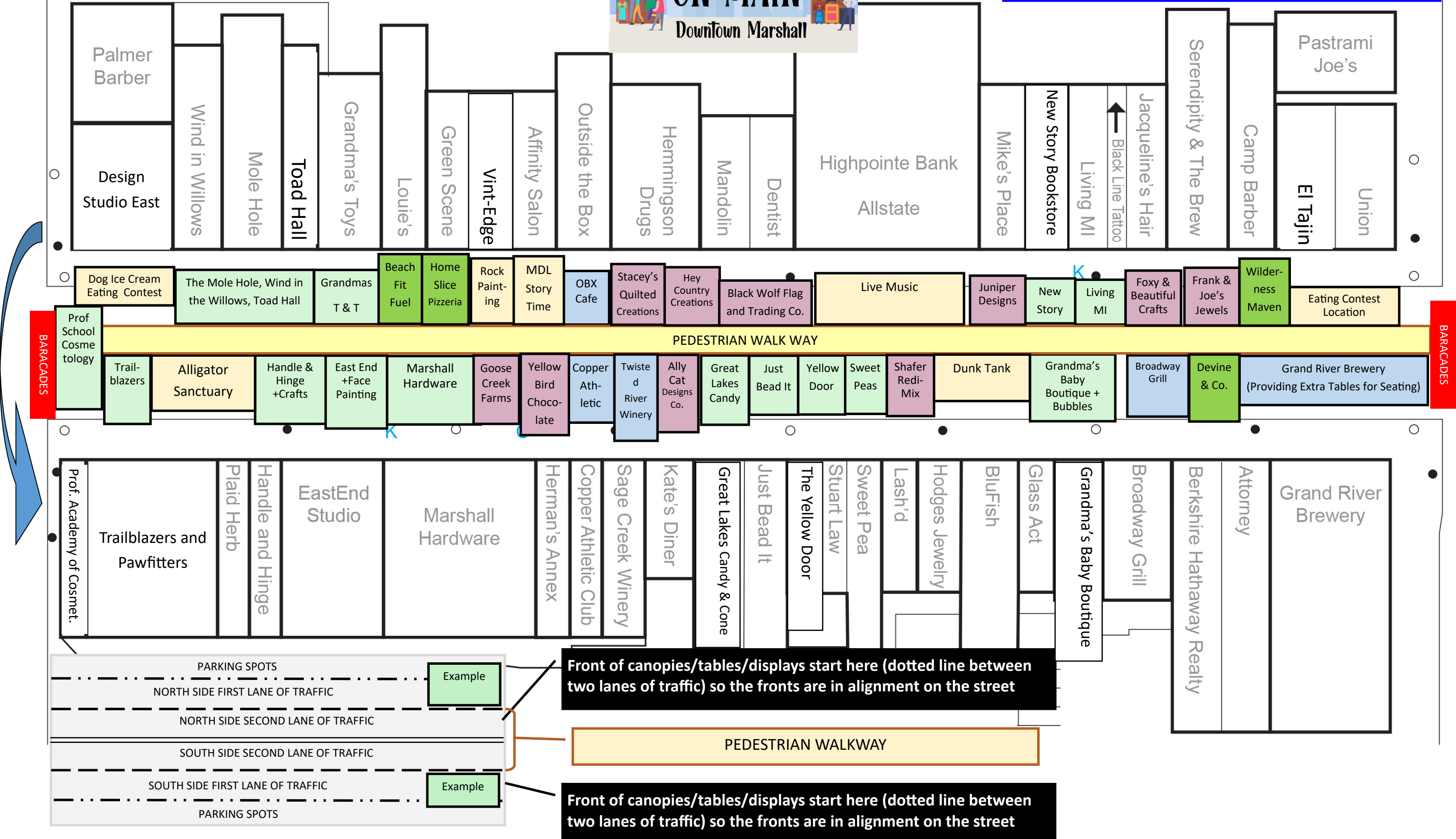
The Marshall Retailers Association has the funds to purchase the same insurance coverage as in prior years through Medler Insurance which will indemnify the city for this event. This is the same policy that was reviewed by the city attorney for the events in 2021, 2022 and 2023 and found to be sufficient.

Marketing:

Obtaining City Council support this early in the planning process will assure enough time to market the event. The Marshall Retailers Association has a lot of followers on their "Girls Night Out" page which will be utilized to reach out to potential visitors for the event. MAEDA will also be utilizing their communication strategies to also market the event. Posters and flyers will be made up to hand out in the stores, restaurants and during the Marshall Blues Festival as well. Partnering with the Copper Athletic Club and the Rotary Club will also increase visibility and marketing reach for 2024.

Market ON MAIN
Downtown Marshall

Saturday, July 22: Michigan Ave. between Eagle and Jefferson closes at 9am. Set up is from 9am-11am. Event runs from 11am-9pm. Tear down is from 9pm-10pm. Please clean up any trash in your booth area.



CITY OF MARSHALL

SPECIAL EVENT POLICY

May 2022

In General

1. The City of Marshall, believing there is a benefit to the community in allowing and encouraging community-oriented special events that may make use of public rights-of-ways, parks, or other properties, may allow the use of such properties for special events under the terms of this policy.
2. Any Special Event making use of City-controlled public rights-of-ways, parks, or other properties, shall be approved in advance by the City Council. Typically, a Special Event involves significant potential inconvenience to nearby residents and properties, through traffic, activity, noise, light, altered traffic routes, or other potentially deleterious factors that are not normally present in the area.
3. The normal use of City facilities, such as playing baseball on a baseball field, renting a pavilion, etc., shall not be considered a Special Event under this policy.
4. Events in the Downtown Development Authority (DDA) district, as shown below, will be presented to the DDA board at their regularly scheduled meetings. The DDA will be asked to formally support the Special Event prior to the event approval going to City Council. The City believes support and coordination with downtown business is critical to the success of the downtown area. The DDA meets once a month so timing of the application should be adjusted accordingly to allow for both DDA and City Council approval.
5. The City of Marshall prohibits the use of paint or permanent markings on surfaces within the public right of way. Anchoring of tents with stakes is prohibited through concrete or asphalt surfaces on City property or within the public right of way. Anchoring of any structure must be completed with alternative methods.
6. The City of Marshall partners with the Michigan Department of Transportation (MDOT) to manage two state trunklines within City limits. Michigan Avenue is the BL-94 trunkline while South Kalamazoo Avenue and Industrial Road are M-227. The City maintains a close relationship with the local MDOT office regarding street closures on Michigan Avenue. If a closure of Michigan Avenue is requested the City will pursue the permit from MDOT and prepare necessary traffic plans. Permit approval is the ultimate decision of MDOT. Proper deployment and display of traffic control signs will be discussed with applicants at the planning meeting.
7. The City of Marshall puts effort into planning and coordinating events with event sponsors. We understand that unexpected cancellation of events can occur. We schedule required work activities in advance of events and will require 72-hour notice prior to the start of an event for cancellation and avoidance of special event fees. If cancellation is received within 72-hours of an events start time, the sponsors will be billed for all activities completed by the time of cancellation.
8. The City of Marshall is a supporter of special events. However, applicants should understand

special events require additional work for City staff. The City requires payment for special events tasks directly attributable to the event. The City requires 100% reimbursement from for-profit sponsoring organizations and waives the first \$500 in fees for non-profit sponsoring organizations.

Procedures

9. An applicant desiring to hold a special event requiring the use of City-controlled property shall submit a Special Event Application Form to the City Clerk's Office, describing the particulars of the request. All requested information must be provided. The application should be submitted 90 days before the event to ensure ample time for the required staff review, correction of any defects, and time for the request to be placed on a City Council agenda. The City Council may consider whether a late approval date would provide inadequate notice to affected residents, property owners, and business owners.
10. Relevant City staff members will review the application and recommend changes if appropriate. The applicant may amend the application to address these concerns. Before the application is submitted to City Council, relevant staff members will indicate whether they have concerns with the application in its current form.
11. Additional permits and fees may be required for services requested including right-of-way permit, electric drop, and hydrant connections.
12. City staff, prior to council approval, will determine the cost to the City for supporting the event. This cost will be conveyed to the event sponsoring and payment is expected prior to the event date.
13. The City Council will consider the application during an open meeting, and will approve, approve with conditions, or reject the application.

Applications may be rejected if, in the sole judgment of the City, granting the application would not be in the best interest of the public health, safety, or welfare, through causing parking congestion, excessive disruption of traffic, blocking access to other properties, or reducing access for emergency vehicles; or if the public health, safety or welfare was negatively affected by previous similar special events or special events sponsored by the applicant; or if the applicant has previously failed to live up to his or her responsibilities as sponsor of a special event; or if the applicant has supplied false information on the Special Event Application Form. The decision of the City Council is final.



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

Special Events Application

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

Applicant Information

Name of Special Event: MARKET ON MAIN - SUMMER BLOCK PARTY

Is the sponsoring organization: ☒ Non-Profit, please provide status letter* ☐ For Profit

Mailing/Billing Address: 147 W. MICHIGAN AVE.

City/State/ZIP Code: MARSHALL, MI, 49068

Business Phone: 269-248-6080

Cell Phone: 269-275-5521

Email Address(es): CARYN.BHCO@GMAIL.COM

Event Information

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

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

1. Requested day(s), date(s), and time(s) of the Special Event: SATURDAY, JULY 20, 2024 FROM 9:00AM - 11:00PM

2. Is there a requested alternative date(s)? ☐ Yes ☒ No

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

3. Please describe the event(s): SEE ATTACHED SUMMARY

4. What is the requested location(s) of the event(s): MICHIGAN AVENUE BETWEEN EAGLE AND JEFFERSON

5. Does this event require a street closure? ☒ Yes ☐ No Street Name: MICHIGAN AV.

Start and End Locations: BETWEEN EAGLE AND JEFFERSON (SAME AS PRIOR YR)

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

General

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

Public Services

14. Is the applicant requiring utility connections, such as electric or water services?* Yes X No _____
15. Does the applicant require other public services? Yes X No _____
- a. Barricades Yes X No _____
- b. Fencing Yes _____ No X
- c. Street Sweeping Yes _____ No X
- d. Mowing Yes _____ No X
- e. Rubbish Containers Quantity: 6 Yes X No _____
- f. Picnic Tables Yes _____ No X
- g. Cessation of Lawn Sprinklings Yes _____ No X
- h. Other _____ Yes _____ No X
- i. Map including indicating location of these services?* Yes X No _____
16. Do you plan to utilize volunteers to help run the event? Yes X No _____
17. Do you plan to rent a park facility for the event? Yes _____ No X

Public Safety

18. Does the applicant have any special security or safety concerns? Yes _____ No X
19. Are you requesting assistance from the Police/Fire Departments? Yes _____ No X
20. Will the event include loud or unusual sounds? Yes X No _____
- a. Musicians Yes X No _____
- b. Singers Yes X No _____
- c. Amplified Announcers Yes _____ No X
- d. Carnival Rides Yes _____ No X
- e. Motor Vehicle Noises Yes _____ No X
- f. Other _____ Yes _____ No X
21. What are the planned hours for loud or unusual sounds? 11AM-11PM
22. Will the event include unusual lighting beyond what is normal at that location? Yes _____ No X

Alcohol Consumption

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

Questionnaire Explanations

6. **Is this event expected to occur again in a future calendar year?** You may ask to reserve a date for a future calendar year with this application. To reserve an event date for a future calendar year, please provide the normal annual event date. *Note:* Granting such a reservation does not constitute final approval of the event, but will reserve the same area as granted for the current year, until three months before the reserved date.
7. **An Event Map**—if your event will use streets or sidewalks or will use multiple locations, please attach one or more maps showing the locations requested. Please show any streets or parking lots that you are asking be blocked off or reserved for specific purposes, locations of specific events or objects (carnival rides, bleachers, medical care, exhibits, special parking, pick-up/drop-off areas, etc.), remote parking lots, the actual route of a parade or race, and similar information appropriate to clarify the exact request.
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- 9/10. **Does the applicant wish to have control of vending within the festival area?** In some instances, the applicant may be granted control of vending, the applicant is solely responsible for ensuring that all vendors are properly licensed with any appropriate agencies (Health Department). The City of Marshall Fire Department will hold vendors responsible for the National Fire Prevention Association's (NFPA) standards relating to general safety, fuel and power sources, clearances, and operational safety.
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13. **Is the applicant requesting special parking arrangements—such as limiting parking areas to certain groups of users?** If yes, you must coordinate with the Police Chief.
14. **Is the applicant requiring utility connections, such as electric service or water?** If yes, you must coordinate with the Director of Public Services to review what utilities are available in the requested area, and provide a detailed map showing the utilities requested. Requests for electricity will require an *Electric Drop* form to be completed and submitted with the application.
15. **Does the applicant have any other requests for public services, such as street sweeping, mowing, rubbish containers or removal, placement or removal of picnic tables or other fixtures, or cessation of lawn sprinkling?** If yes, you must coordinate with the Director of Public Services to determine if assistance from Public Services is appropriate and available, and provide a description of the services Public Services has indicated it could provide. The applicant will be charged for these services. Any
16. **Do you plan to utilize volunteers to help run the event?** Depending on the scope of the event, volunteers can help reduce the cost of special events for the applicant. The City has limited staff to help with special events and encourages organizers to utilize volunteers as much as possible.
17. **Is your event located at Stuarts Landing Band Shell or Ketchum Park's Cronin Millrace Pavilion?** These two facilities are available for rent. A separate *Park Rental Agreement* for park facilities is required as part of the special event application.

- 18. Does the applicant have any special security or safety concerns? Is the applicant requesting assistance from the Police Department in addressing these concerns?** If yes, you must contact the Chief of Police to determine what assistance from the Police Department is appropriate and available, and provide a description of the services the Police Department has indicated it could provide. The applicant will be charged for these services.
- 19. Is the applicant requesting assistance from the Police or Fire Departments in addressing these concerns?**
If yes, you must contact both the Police and Fire Chief to determine what assistance from the Departments is appropriate and available, and provide a description of the services the Departments have indicated they could provide. The applicant will be charged for these services.
- 20. Will the event include loud or unusual sounds, such as a musicians, singers, amplified announcers, carnival rides, motor vehicle noises beyond those regularly present in the location, etc.?**
If yes, you must please attach information indicating all of these on this application.
- 20. Will the event include unusual lighting beyond that regularly present in the location that could have an impact upon occupants of neighboring properties?**
If yes, you must please attach information indicating all of the types of lighting, the location, the beginning and end times, and whether the lighting is constant or intermittent during those times.
- 21. Are alcoholic beverages proposed to be served as part of the event?**
If yes, you must advise the Police Department of your intention to serve alcoholic beverages. Approval of the special event does not constitute final approval of service of alcoholic beverages; any necessary approval of a liquor license is a separate process.
- 25. Please attach a separate sheet detailing any aspects of the event that are not specifically addressed in this form but of which the City Council should be aware to make a fully informed decision with regard to approval of the proposed event.**
- 26. The applicant is required to provide \$1,000,000 of liability insurance coverage with respect to the event. A Certificate of Insurance, with the City listed as an additional named insured, must be provided to the City Clerk's Office at least one calendar month before the event. Is the insurance certificate attached?**

The City of Marshall PROHIBITS any and all painting of any city property, including sidewalk and streets. Events of those persons violating this policy will be canceled and not future event will be allowed.

Continue to next page...

Applicant Signature

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

Applicant Signature: 

Printed Name: CARYN DRENTH Date: 2/13/2024

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



CITY OF MARSHALL Temporary Service Connection

MARSHALL RETAILERS ASSN./MIKE LOUNDS

Name ELECTRICAL DROP EITHER BY HIGHPOINT ◇ Fountain Circle
Address BANK OR END OF BLOCK ◇ Ketchum Park
Contact Phone 269-209-8735 X Downtown
Request Date February 13, 2024 ◇ Stuart's Landing
Date Required July 20, 2024 ◇ Carver Park
◇ Non- Metered ◇ Metered ◇ Other

Please be specific, and describe the electrical requirements and location:
THE SAME POWER REQUIREMENTS AS 2023 FOR LIVE MUSIC PERFORMANCES.

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

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

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

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

NON-METERED TEMPORARY SERVICE CONNECTIONS

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

\$125.00 during regular business hours

\$250 during non-business hours

METERED TEMPORARY SERVICE CONNECTIONS

Meter information and location: _____

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

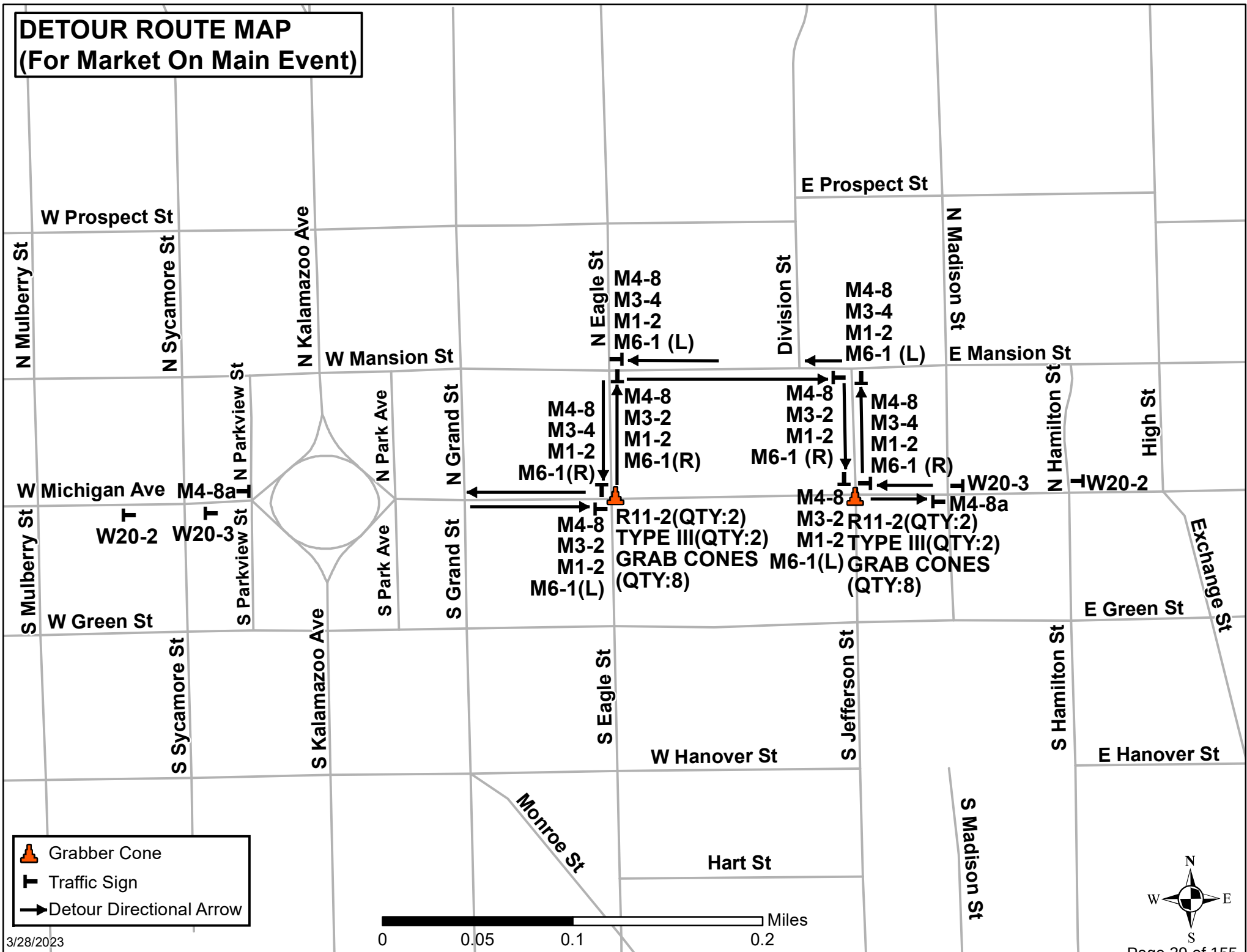
I, or We, the undersigned applicant(s) do hereby agree to indemnify and save harmless the City of Marshall, Michigan from any and all claims, liability, responsibility, damage or costs, including, but not limited to, claims by the applicant(s), resulting from the issuance of this permit of the disconnection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

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

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

Completed By CARYN DRENT Date 2/13/2024 Approved By _____

DETOUR ROUTE MAP (For Market On Main Event)



ITEM: 10.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Martin Erskine, Fire Chief
DATE: March 4, 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:

Enact 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 direct the clerk to publish the ordinance in full.

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: 10.B

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Martin Erskine, Fire Chief
DATE: March 4, 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. Fees will be set as part of the annual budget process and incorporated into the fee schedule subject to City Council approval.

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:

Enact 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 direct the clerk to publish the ordinance in full.

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:

Fire Safety Inspections

Low Hazard Storage Units (1.5 hours)	\$185.00
Medical, Dental and small Offices (1.5 hours)	\$185.00
Mercantile (1.5 hours)	\$185.00
Assembly (1.5 hours)	\$185.00
Auto Sales and Maintenance Facilities (3 hours)	\$375.00
Large Business Offices (4 hours)	\$500.00
Multi Family Residents (4 hours)	\$500.00
Hotels (4 hours)	\$500.00
Industrial Facilities (5 hours)	\$625.00
Hospitals (if needed) (6 hours)	\$750.00
Schools (if needed) (6 hours)	\$750.00
No Show For Inspection	\$250.00

Response Fees

Hazardous Materials Response & Specialized Rescue	\$125.00 per hour fire apparatus
	\$110.00 per hour for full time staff
	\$20.00 per hour for staff vehicle response
	\$30.00 per hour per paid-on-call staff
	\$150.00 per hour for Chief Officer or other City Director
	Team Member response

ITEM: 12.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Eric Zuzga, Director of Community Services
DATE: March 4, 2024
SUBJECT: **PLANNING DOCUMENTS PROPOSALS- MASTER PLAN, NON-MOTORIZED PLAN, PARKS & RECREATION PLAN, ECONOMIC DEVELOPMENT, MARKETING PLAN**

The City is due to update several of its planning documents per requirements in the Michigan Planning Enabling Act and the Redevelopment Ready Communities program. The following documents are due to be updated: Master Plan, Parks & Recreation Plan, Economic Development Plan, and Marketing Plan. In addition, staff have identified the completion of a Non-Motorized as a priority in our 2024 Work Plan to help guide future improvements in our trail and sidewalk systems.

Two RFPs were issued to identify a consultant(s) to help with the creation of these plans. The plans were separated into the following RFPs: Economic Development/Marketing and Master Plan/Non-Motorized Plan/Parks & Recreation Plan. The RFPS were directly sent to 7 consulting firms and were posted through our traditional methods. The following responses were received:

Master Plan, Non-Motorized Plan, and Parks & Recreation Plan Proposals

Company	Location	Price
Progressive AE	Grand Rapids, MI	\$119,843
McKenna Associates	Northville, MI	\$289,900

Economic Development and Marketing Plan Proposals

Company	Location	Price
Progressive AE	Grand Rapids, MI	\$39,465
Explorer Solutions	Plattsburgh, NY	\$49,990
TPMA	Indianapolis, IN	\$78,500
Trilogy	Southfield, MI	\$75,000
Wilcox Consulting	Detroit, MI	\$102,749.40
DADCO Consulting	New Orleans, LA	\$113,500

Staff interviewed both of the companies that submitted a proposal under the Master Plan RFP. After completion of the interviews, Progressive AE was determined to be the preferred bid on the Master Plan RFP. As the company was also the lowest bid on the other RFP and staff was very comfortable with their ability to complete the work identified in both, we will be recommending that both RFPs be awarded to Progressive AE. Progressive offered a 6%

discount if awarded both bids, so the final total price would be \$149,749 (savings of \$9,559).

BUDGET IMPACT:

A budget amendment will be necessary to cover the cost of the entire project and multiple funds will contribute to the project. An increase of \$75,000 to GL #101-701-801.00 will cover both of these proposals.

RECOMMENDATION:

Accept the proposals from Progressive AE for the completion of a new Master Plan, Non-Motorized Plan, Parks & Recreation Plan, Economic Development Plan, and Marketing Plans in the amount of \$149,749 and authorize the City Manager and City Clerk to sign the necessary documents subject to review and approval to form by the City Attorney.

ITEM: 12.B

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Eric Zuzga, Director of Community Services
DATE: March 4, 2024
SUBJECT: **SIGN ORDINANCE REVIEW**

We are starting to receive additional requests for new signs that exceed the current requirements laid out in our zoning ordinance. Most of these requests are related to size of LED signs allowed under our ordinance. A proposal was requested from Progressive AE, who has been assisting the Planning Department over the last year on other zoning ordinance projects and who we are proposing to use for other planning efforts. The proposal, which is attached, is for \$11,000 and would have the Progressive AE team lead the Planning Commission (PC) through a full review of the sign ordinance. This would allow the PC to consider changes to not only items we are getting requests for, but to also provide a review on the latest court cases which have impacted regulation of off-premise signs.

The schedule in the proposal will need to be updated for a new timeline which will be determined after City Council approval.

BUDGET IMPACT:

A budget amendment of \$11,000 to 101-701-801.00 to cover the cost of the Sign Review project will be required if approved as this is an unbudgeted item. The cost of the project can be offset by unanticipated fee revenue collected so far associated with the BlueOval project.

RECOMMENDATION:

Approve the sign review project with Progressive AE for the amount of \$11,000, and authorize the City Manager and City Clerk to sign the necessary documents.

January 15, 2024

Eric Zuzga, ICMA-CM, EDFP, Director of Community Services
City of Marshall
323 West Michigan Avenue
Marshall, MI 49068

Re: Planning Services Proposal for Zoning Ordinance Amendments for Signs

Dear Mr. Zuzga,

Progressive AE is pleased to present this proposal to the City of Marshall to amend the Zoning Ordinance for the purposes of updating the City's sign regulations. Following is our understanding of the project, our scope of services, proposed schedule, and compensation for your consideration.

UNDERSTANDING OF PROJECT

We understand that it is important to have updated sign requirements that adhere to recent court decisions, address technological advances, and recognize community preferences. It is also important to have an ordinance that functions well and is easy to understand for those responsible for its administration. The City of Marshall seeks to have an audit of **Article 5.0 Site Standards, Section 5.1 Signs** of the Zoning Ordinance for the purposes of modernizing Marshall's sign regulations. Parts pertaining to "Changeable Copy Signs" are to be evaluated for changes and topics such as content neutrality, billboards, and others will be benchmarked according to best practices.

SCOPE OF BASIC SERVICES

Based upon the above project understanding, we will provide the following scope of services:

- Project kick-off meeting with City staff (via teams)
- Review sign provisions of the City of Marshall Zoning Ordinance
- Prepare a summary memo on findings and recommendations for ordinance changes
- Meet with City staff to review and refine the memo (via Teams)
- Planning Commission briefing and solicit feedback (in person)
- Prepare a draft of sign ordinance amendments, particularly portions related to LED signs
- Prepare a summary memo of the ordinance amendments for City staff and the Planning Commission, review with staff (via Teams)
- Attend Planning Commission to review and discuss proposed amendments (in person)
- Attend Planning Commission public hearing if needed (via Teams)

SCHEDULE

It is anticipated that the entirety of the project will be built over a 10-week period. According to the following schedule:

Task	Date
Project kick-off meeting with City staff	Wednesday, January 24 th
Summary memo on findings and recommendations	Monday, February 12 th
City staff meeting to refine memo	Wednesday, February 14 th
Planning Commission briefing	Wednesday, February 21 st *
Summary memo on ordinance amendments	Wednesday, February 28 th
City staff meeting to refine memo	Monday, March 4 th
Planning Commission review of changes	Wednesday, March 13 th
Ordinance language revised and submitted	Monday, April 1 st
Planning Commission public hearing	Wednesday, April 10 th
<i>*Special meeting suggested dedicated only to sign provisions</i>	

PROFESSIONAL COMPENSATION

Based upon the above identified scope of services for the project, Progressive AE proposes compensation for professional services on an hourly basis towards an estimated amount of \$11,000 (eleven thousand dollars) including reimbursable expenses to be invoiced according to the attached Schedule of Invoice Rates.

Progressive AE has prepared this proposal for City of Marshall and we request that it be treated as confidential and not copied or distributed for any reason other than evaluation for hire.

The terms of this proposal defining project understanding, scope, schedule, and professional compensation are incorporated into the Standard Agreement Provisions for Professional Services which are attached. The terms and conditions as identified in the Standard Agreement Provisions will be valid unless superseded by an AIA Standard Form of Agreement. If this proposal meets with your approval, please sign below and return a copy of the signed proposal. Your signature will be our authorization to begin the work and place the project in the firm's schedule. If you do not sign and return this proposal, and after receipt of this proposal you request or accept services from Progressive AE in connection with this or any other engagement, your request or acceptance of such services will be deemed to be an acquiescence or agreement with the terms provided in this proposal.

We look forward to working on this project with you and your team.

Sincerely,

Suzanne M. Schulz, FAICP
Urban Design and Planning Practice Leader

Accepted By: _____

Printed Name: _____ Date: _____

CITY OF MARSHALL

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The parties to this Agreement, Progressive AE, Inc., Grand Rapids, Michigan, USA, hereinafter called the PLANNER and the City of Marshall, Marshall, Michigan, USA, hereinafter called the OWNER, hereby agree to the following conditions:

1. Limit of Scope: The services provided by the PLANNER shall be limited to those described in the proposal dated January 5, 2024. The parties agree that the terms of the proposal are incorporated herein by reference, and are part of this agreement as if fully set forth herein. If any terms set forth in the proposal are expressly in conflict with the terms hereof, the terms of the proposal shall govern.
2. Changed Conditions: If, during the term of this Agreement, the PLANNER becomes aware of any circumstances or conditions that were not originally contemplated by or known to the PLANNER, then to the extent that they affect the scope of services, compensations, schedule, allocation of risks or other material terms of this Agreement, the PLANNER may call for re-negotiation of appropriate portions of the Agreement. The PLANNER shall notify the OWNER of the changed conditions necessitating re-negotiation, and the PLANNER and the OWNER shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
3. Delays: The OWNER agrees that the PLANNER is not responsible for any damages arising directly or indirectly from any delays for causes beyond the PLANNER's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, epidemics, pandemics or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substance or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the PLANNER to perform its services in an orderly and efficient manner, the PLANNER shall be entitled to a reasonable adjustment in schedule and compensation.
4. Additional Services: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such additional services in writing. Special services will be billed monthly as work progresses and invoices are due upon receipt. If services covered by this agreement have not been completed within 6 months of the date of this agreement, through no fault of the PLANNER, extension of the PLANNER'S services beyond that time shall be compensated as additional services.
5. Code of Ethics and Professional Conduct: Professional Services provided by the PLANNER will be conducted in a manner consistent with ordinarily and normally exercised by licensed PLANNERS practicing in the State where the Project resides. The OWNER and PLANNER agree that a contingency in the amount of three percent (3%) of the cost of the work be established, as required, for changes that may be required because of possible omissions, ambiguities, or inconsistencies in plans and specifications.
6. Value-Added/Betterment: If, due to the PLANNER's error, any required item or component of the project is omitted from the PLANNER's Construction documents, the PLANNER shall not be responsible for paying the cost to add such item or components to the extent that such item or component would have otherwise been necessary to the project or otherwise adds value or betterment to the project. In no event will the PLANNER be responsible for any cost or expenses that provides value, upgrade, or enhancement of the project.

7. Hazardous Materials: The PLANNER shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form on any project sites. The OWNER shall furnish tests, inspections and reports required by law or the Contract Documents, such as traffic, environmental impact reports or assessments and chemical tests, tests for air and water pollution, and tests for hazardous materials.
8. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the PLANNER has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the PLANNER's opinions of probable construction costs are made on the basis of the PLANNER's professional judgment and experience. The PLANNER makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the PLANNER's opinion of probable construction cost.
9. Schedule for Rendering Services: The PLANNER shall prepare and submit for OWNER approval a schedule for the performance of the PLANNER's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the PLANNER's reasonable control.
10. Ownership of Reports, Drawings and Other Materials: The OWNER agrees that all reports, drawings, letters, worksheets, plans, preliminary material tables, supportive data, documents and other materials produced by the PLANNER in the course of and for the purpose of meeting this contract are the property of the PLANNER, shall remain in the possession of the PLANNER and the PLANNER has and retains all copyrights in such material. Upon execution of this Agreement, the PLANNER grants to the OWNER a nonexclusive license to reproduce the PLANNER's Instrument of Service solely for the purposes of constructing, using and maintaining the Project provided that the OWNER shall comply with all obligations including the prompt payment of all sums when due, under this Agreement.
11. Payment Terms: Invoices will be submitted by the PLANNER monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the date of invoice. Invoices past due shall accrue interest at one percent (1%) per month from the original invoice date. If past due invoices cause the PLANNER to proceed with legal action or collection services, the OWNER agrees to pay all of the PLANNER's collection expenses including reasonable attorney fees.
12. Disputed Invoices: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the PLANNER in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one percent (1%) per month shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the PLANNER's favor and shall be calculated on the unpaid balance from the due date of the invoice.
13. Abandonment of Work: If any work is abandoned or suspended, the PLANNER shall be paid for services performed prior to receipt of written notice from the OWNER of abandonment or suspension.

14. Professional Liability Insurance and Limitation of Liability: The PLANNER maintains professional liability insurance as part of its normal business practice. The OWNER agrees to limit the PLANNER's liability to the OWNER and to all Consultants on the project due to the PLANNER's negligent acts, errors, or omissions, such that the total aggregate liability of the PLANNER to all those named shall not exceed the amount of the PLANNER's compensation for the Project.
15. Indemnification: Subject to the limitation in paragraph 14 above, the PLANNER agrees to the fullest extent permitted by law, to indemnify and hold harmless the OWNER against damages, liabilities and costs arising from the negligent acts of the PLANNER in the performance of professional services under this Agreement, to the extent that the PLANNER is responsible for such damages, liabilities and costs. The PLANNER shall not be obligated to indemnify the OWNER for the OWNER's own negligence.
16. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the PLANNER, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of incidental, indirect and consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the PLANNER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
17. Dispute Resolution: In an effort to resolve any conflict, the duly authorized representatives of each party will meet together in good faith in an attempt to resolve the conflict. If this attempted resolution fails to resolve the claim or dispute, the parties agree that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for non-binding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. The parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing arbitration.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties agree otherwise or unless a plaintiff not a party hereto institutes litigation in a court of competent jurisdiction and said court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto.

No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law.

The demand for arbitration shall be made within one (1) year of the date the claimant knew or should have known of the existence of the claim, dispute, or other matter but in no event later than 3 years after the date of substantial completion of the project. If the demand for arbitration is not effectuated within such times, the claim, dispute, or other matter shall be forever barred.

The decision rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings an arbitration action or lawsuit against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys' fees) incurred by the other party in defense of such claim or action.

18. Hiring of Personnel: OWNER may not directly hire any employee of the PLANNER. OWNER agrees that it shall not, directly or indirectly solicit any employee of the PLANNER from accepting employment with OWNER, affiliate companies, or competitors of PLANNER.

ITEM: 12.C

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
DATE: March 4, 2024
SUBJECT: **TRANSPORTATION AUTHORITY OF CALHOUN COUNTY (TACC)
CONSULTANT FUNDING REQUEST**

As the City Council is aware, the City of Marshall has opted to participate in the TACC to provide transportation services at a regional level. Currently, the cities of Albion, Battle Creek, and Springfield are also participating.

The TACC held a workshop on January 29, 2024, to hear from the steering committee that has been working on this effort for the past several years. The appointed TACC representatives from each community also participated. One of the outcomes of the meeting was the need to engage a consultant with transit experience to begin to form and develop the transit agency. The consultant would be required to assist the TACC with developing bylaws and policies, service routes and scenarios, budget and funding guidance, legal compliance and associated items related to a fledgling transit agency.

The proposed budget for the consultant is \$250,000 for an eighteen (18) month contract. The City of Battle Creek would hold the contract and the participating municipalities are requested to contribute. The requested contributions for each municipality are City of Battle Creek- 60% or \$150,000, Calhoun County- 20% or \$50,000, City of Marshall- 10% or \$25,000, City of Albion- 5% or \$12,500, and City of Springfield- 5% or \$12,500. The City of Marshall contribution, if approved, would be funded through our Dial-A-Ride Transit Fund.

BUDGET IMPACT:

The DART FY24 Operating Budget has a beginning fund balance of \$694,529, and if the spending plan proceeds as anticipated, \$1,372 was to be used for operations resulting in an ending fund balance of \$693,157. If the \$25,000 is approved for the consultant, the new year-end fund balance amount would be \$668,157.

RECOMMENDATION:

Approve the \$25,000 allocation and expenditure from the DART Fund (Fund 588) for the purpose of contracting with a specialized Transit Consultant to assist with the development of the Transportation Authority of Calhoun County and authorize the City Manager and City Clerk to sign the necessary documents.

ITEM: 12.D

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Kevin Maynard, Director of Electric Utilities
DATE: March 4, 2024
SUBJECT: **REPLACEMENT OF ELECTRIC DEPARTMENT SCADA SYSTEM**

The Electric Department has a Supervisory Control and Data Acquisition (SCADA) System with terminals in the Power Plant Control Room and Lead Operator's office. The SCADA System is used to monitor and control critical Electric Department equipment and functions including substation breakers, capacitor banks, Kalamazoo River levels, generator operations and energy production, voltage and current.

The SCADA System has fiber optic connections to the City's four substations (South, Brewer Street, Pearl Street and Brooks) and two power plants, remotely providing 24-hours-a-day monitoring, control and alarm functions and recording of electric system operating data.

The current Survalent SCADA system is more than 20 years old and includes a single, non-redundant server that is approximately 12 years old. The existing SCADA system has experienced delayed operation of substation breakers, raising serious safety concerns.

In October 2023, with the assistance of American Municipal Power (AMP), staff solicited formal bids for replacement of the SCADA system. A number of vendors visited Electric Department facilities prior to submitting proposals. The following six sealed bids were received on November 17, 2023.

Vendor	Cost
UIS Dexter, MI	\$678,635
Theka Muskegon, MI	\$613,950
EN Specialty Services Warrenville, IL	\$450,640
Novatech Lenexa, KS	\$271,195
Crimson Controls Canton, TX	\$141,700
Survalent Buffalo, NY	\$109,652

AMP staff assisted in reviewing the six bids and developed follow-up questions to determine whether each proposal conformed to the City's bid requirements and to address any outstanding issues.

Based on this review, AMP and Electric Department staff determined that UIS, Theka, and EN Specialty Services all conform to the City's bid requirements, while Novatech, Crimson Controls and Survalent failed to conform to the bid requirements. EN Specialty Services' \$450,640 bid is

the apparent lowest and best bid that conforms to the bid requirements.

BUDGET IMPACT:

The Electric Department Capital Improvement budget includes \$250,000 for SCADA System replacement. The SCADA System replacement project includes progress payments at 25%, 50%, 75% and 100% completion. Completion is expected by December 31, 2024, in Fiscal Year 2025. We will likely have two progress payments occurring in Fiscal Year 2024, with the remaining balance due in Fiscal Year 2025, eliminating the need for a budget amendment for this project. However, if the project is completed ahead of schedule, there is a surplus fund balance budgeted for Fiscal Year 2024, and the appropriate budget amendment would be presented in a later quarter.

RECOMMENDATION:

Award the SCADA System replacement project bid to EN Specialty Services, Warrenville, Illinois, in the amount of \$450,640 and authorize the City Manager and City Clerk to sign the necessary agreements.

ITEM: 12.E

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Kevin Maynard, Director of Electric Utilities
Christy Ramey, Assistant to the Electrical Director
DATE: March 4, 2024
SUBJECT: **PROPOSED FIVE-YEAR ELECTRIC RATE PLAN**

City of Marshall electric rates were adjusted in 2014; however, by June 30, 2020, the Electric Fund had an unrestricted net position deficit of \$2,973,470, which resulted in the State of Michigan requiring the City to develop and implement a Deficit Elimination Plan. On April 12, 2021, City Council approved a Deficit Elimination Plan that included a 12% electric revenue increase effective July 1, 2021, and an additional 11% revenue increase effective July 1, 2022, repayment of a \$1.7 million Fibernet Fund Advance, and expenditure reductions to improve the Electric Department's financial position.

As a result of these actions, the Electric Fund no longer has an unrestricted net position deficit and is well on its way toward meeting the minimum cash reserve policy adopted by City Council.

In an effort to help maintain the Electric Fund's financial health, the City of Marshall recently completed an Electric Utility Cost of Service and Rate Study. The purpose of this study was to determine, among other things, whether current electric rates are sufficient to meet the Electric Department's projected revenue requirements through 2028, including operations and maintenance expenses, power supply costs, capital improvements and debt service obligations.

Based on the results of the Cost of Service and Rate Study, projected revenues at current electric rates appear sufficient to meet Electric Utility's projected revenue requirements through 2028. However, the Cost of Service analysis determined that some of the City's electric rate classes are not recovering the cost of providing service, while other rates are recovering more than the cost of providing service.

Future electric rate adjustments should be designed to move revenue distribution toward Electric Cost of Service analysis results. A five-year electric rate plan has been developed that is designed to move electric rates toward the cost of providing service to each customer class. The five-year plan allows for smaller incremental adjustments to each rate classification, minimizing financial impacts to affected customers.

Further, based on the Electric Cost of Service analysis, there is no cost justification for the City's Electric Heat and Life Support electric rates. The rate plan recommends closing these rates to new customers, and phasing these rates out over the five-year rate plan period.

The proposed electric rate plan will allow the City to remain competitive with Consumers Energy

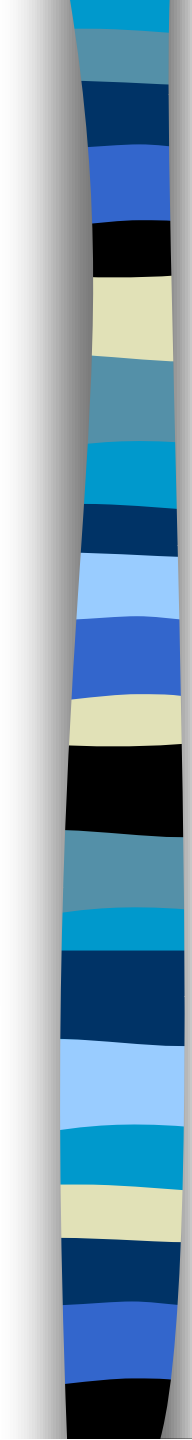
and DTE over the five-year plan period.

BUDGET IMPACT:

The proposed electric rate plan is designed to be revenue neutral with no increase in overall electric revenues during the five-year rate plan period.

RECOMMENDATION:

This item is for discussion purposes only and action will be requested at an upcoming City Council meeting.



City of Marshall, Michigan

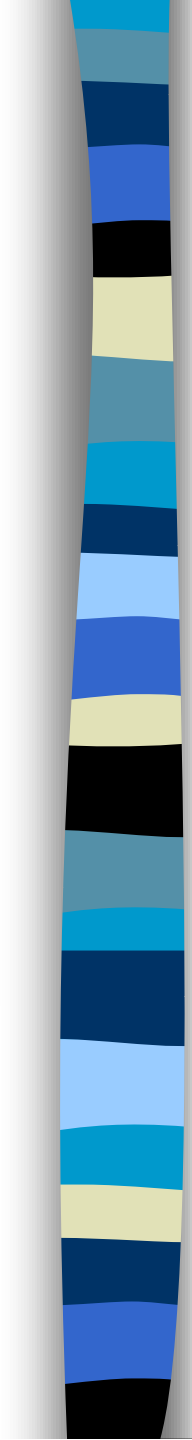
2023 ELECTRIC RATE AND COST OF SERVICE STUDY

March 4, 2024

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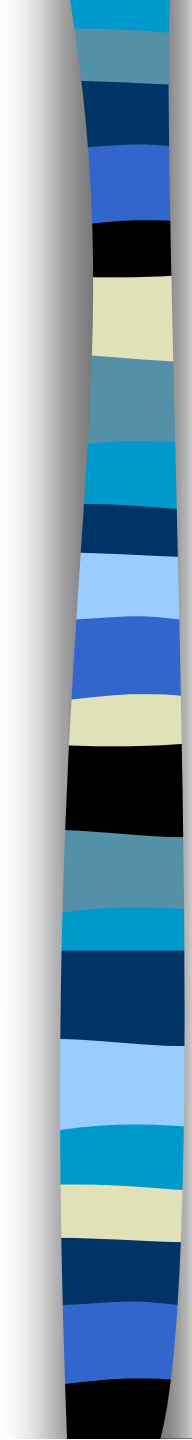
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SCOPE OF SERVICES

- Revenue Requirements Analysis
- Cost of Service Analysis
- Rate Review
- Develop New Rates
- Present Results



REVENUE REQUIREMENT ANALYSIS

March 4, 2024

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PROJECTED REVENUES AT CURRENT RATES *

	<u>kWh</u>	<u>\$/kWh*</u>	<u>Amount</u>
Residential	26,168,400	\$ 0.1648	\$ 4,313,600
Commercial	15,092,400	0.1606	2,423,000
General Service	18,600,000	0.1417	2,634,700
Large Power	60,060,000	0.1364	8,192,400
Economic Dev	16,800,000	0.0760	1,276,800
Security/Street Lights	30,000	n/a	111,700
Totals	136,750,800	\$ 0.1386	\$ 18,952,400

* Includes a PSCA Charge = \$0.03966 per kWh.

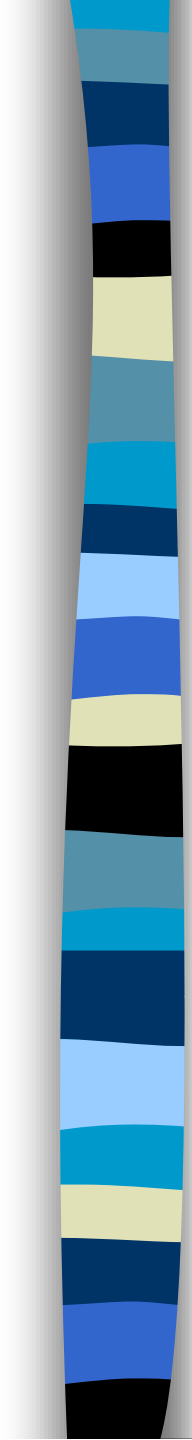
March 4, 2024

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PROJECTED REVENUE REQUIREMENTS*

	<u>FY' 2024</u>	<u>FY' 2025</u>	<u>FY' 2026</u>	<u>FY' 2027</u>	<u>FY' 2028</u>
Administration	\$ 1,914,037	\$ 1,987,192	\$ 2,064,627	\$ 2,149,803	\$ 2,239,907
Power House /Power Supply	12,069,548	12,386,817	12,539,269	12,809,314	12,841,197
Line Distribution	2,799,455	2,899,391	2,983,220	3,081,168	3,183,479
Debt Service/Principal Retirement	295,000	310,000	320,000	330,000	280,000
Capital Outlay	2,000,000	2,060,000	2,121,800	2,185,454	2,251,018
Deficit Elimination	0	0	0	0	0
Depreciation	(593,210)	(611,006)	(629,336)	(648,217)	(667,663)
Other Income	(254,887)	(254,887)	(254,887)	(254,887)	(254,887)
NET REVENUE REQUIREMENT	\$ 18,299,944	\$ 18,767,507	\$ 19,144,692	\$ 19,652,635	\$ 19,873,050

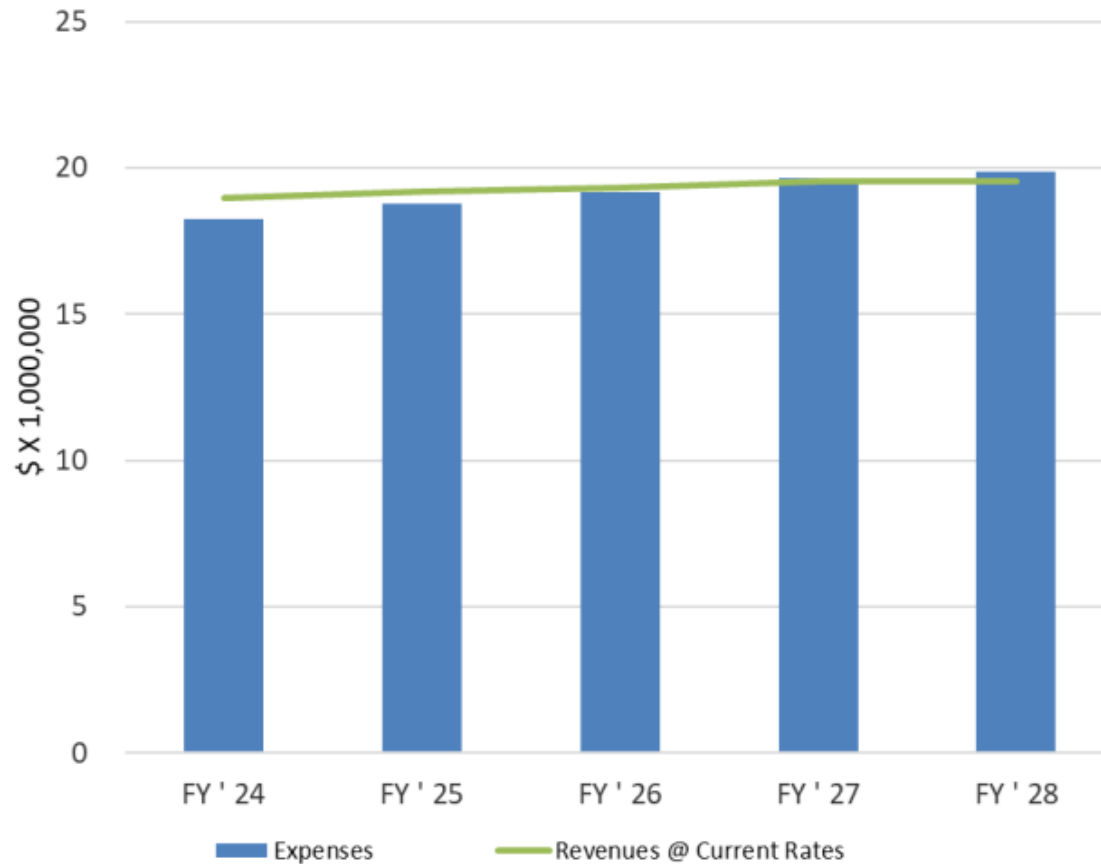
* Reflects Cash Basis.

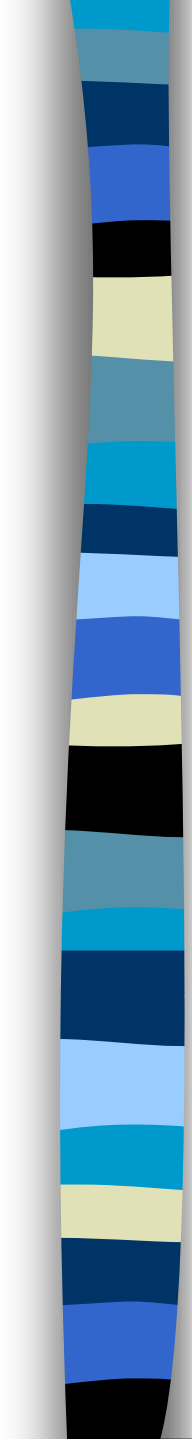


DETERMINATION OF OVERALL REVENUE ADJUSTMENT

	<u>Revenues at Current Rates</u>	<u>Revenue Requirement</u>	<u>Revenue Adjustment Amount</u>	<u>%</u>
FY '24	\$ 18,952,225	\$ 18,229,944	\$ (722,282)	(4.09%)
FY '25	19,207,433	18,767,507	(439,926)	(2.45%)
FY '26	19,316,252	19,144,692	(171,560)	(0.95%)
FY '27	19,527,413	19,652,635	125,222	0.69%
FY '28	19,527,413	19,873,050	345,735	1.89%

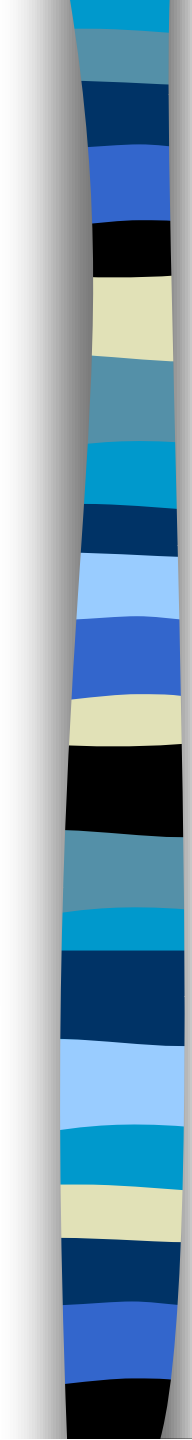
REVENUES VS. EXPENSES





CONCLUSIONS & RECOMMENDATIONS

- Revenues at Current Rates are Sufficient to Meet Future Revenue Requirements
- Revenues Do Not Need to be Increased in Order to Meet the Projected Near-Term Revenue Requirements.



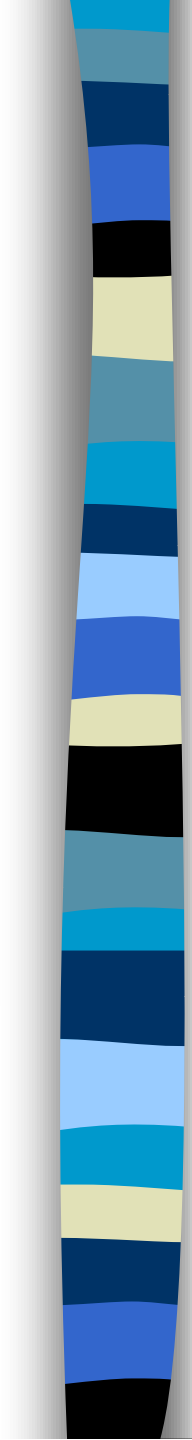
COST OF SERVICE ANALYSIS

March 4, 2024

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UNIT COST OF SERVICE

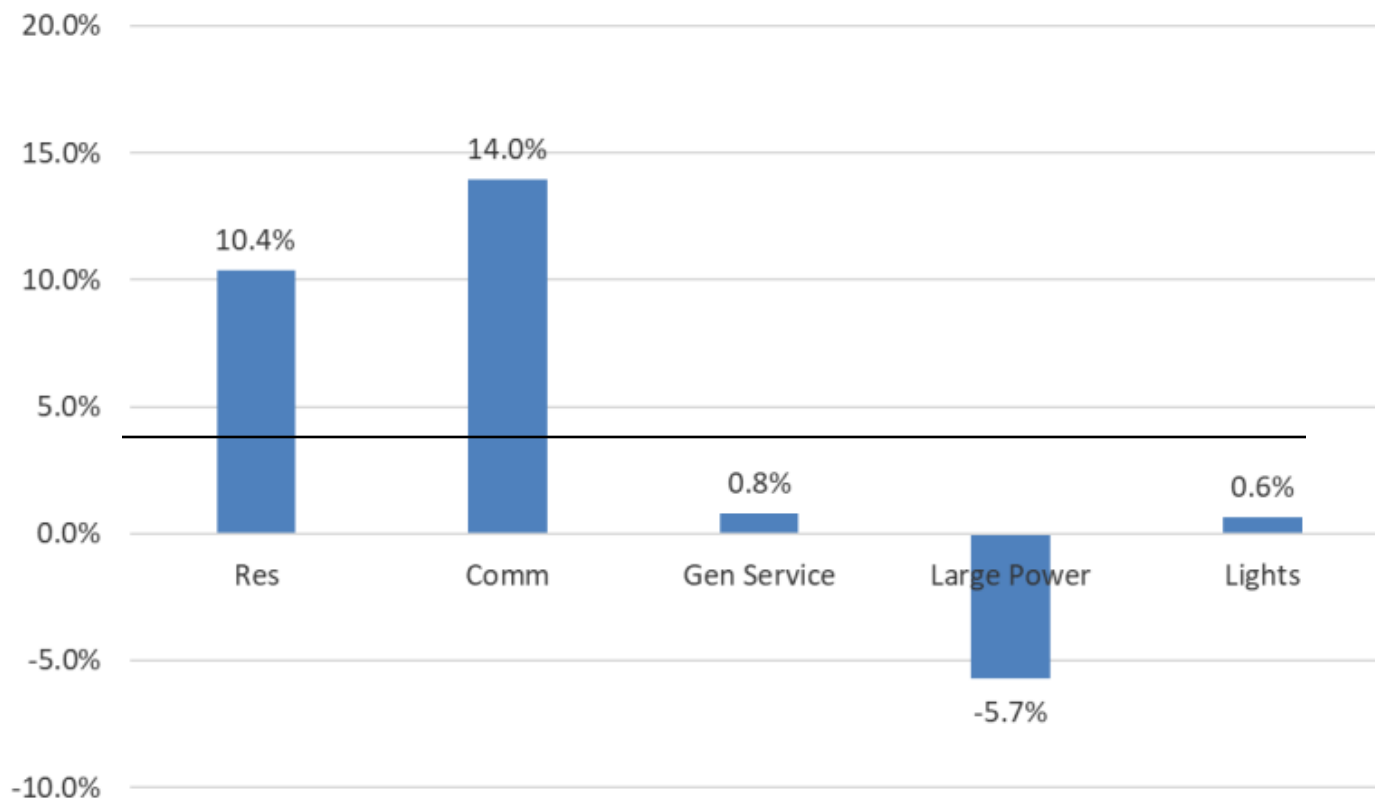
- Divide Functionalized Costs by Units of Service
- Power Supply - Demand - \$ 19.18 / kW-Mo.
- Power Supply - Energy - \$ 0.0402 / kWh.
- Delivery Service - Demand - \$ 12.02 / Delivered kW-Mo.
- Delivery Service - Customer - \$ 19.54 / Wt. Customer/Mo.
- Consumer Service - Meter reading - \$ 3.55 / Wt. Meter/Mo.
- Consumer Service - Billing - \$ 3.43 / Customer/Mo.

COS vs. CURRENT RATES (1)

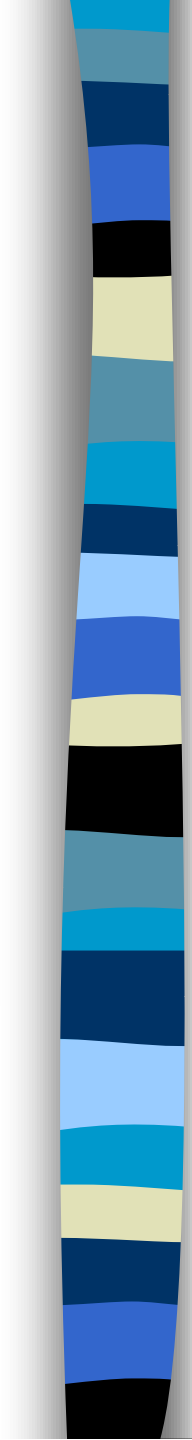
Line No.	Rate Group	Revenues @ Current Rates		Cost of Service Results		Under(Over) Recovery	
		(a)		(b)		\$(c)	% (d)
1	Residential	\$	4,439,094	\$	4,898,879	\$ 459,785	10.4%
2	Commercial	\$	2,495,541	\$	2,844,296	\$ 348,755	14.0%
3	General Service	\$	2,723,896	\$	2,745,276	\$ 21,379	0.8%
4	Large Power	\$	8,480,214	\$	7,995,221	\$ (484,993)	-5.7%
4	Economic Development	\$	1,276,800	\$	1,276,800	\$ 0	0.0%
5	Street Light/Security Light	\$	111,868	\$	112,578	\$ 710	0.6%
TOTAL SYSTEM		\$	19,527,413	\$	19,873,050	\$ 345,636	1.8%

(1) Reflects FY'2028 Revenues and Test Year.

RATE INCREASE (DECREASE) REQUIRED
TO MEET
COST OF SERVICE RESULTS

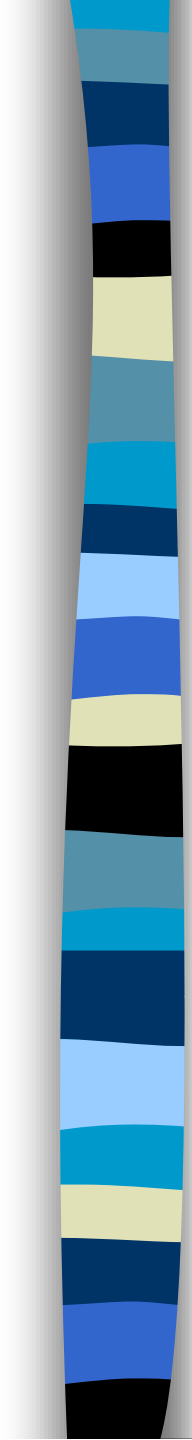


Overall Increase $\approx$ 1.8%



CONCLUSIONS

- Large Power Class is Subsidizing the Residential and Commercial Classes
- Future Rate Adjustment Should Move the Revenue Distribution Towards the Cost of Service Results



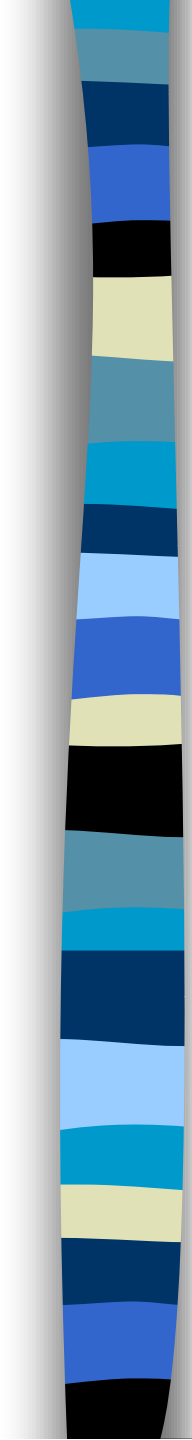
ELECTRIC RATE REVIEW

March 4, 2024

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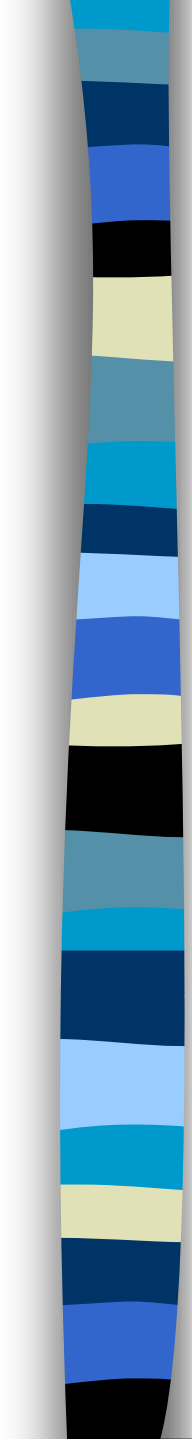
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RESIDENTIAL RATE “A”

- Service Charge: \$ 7.25/Month
- Energy Charge:
All kWh \$ 0.1141/kWh
- PSCA Charge:
All kWh \$ *

* Adjusted Monthly Based on Actual Power Supply Costs.

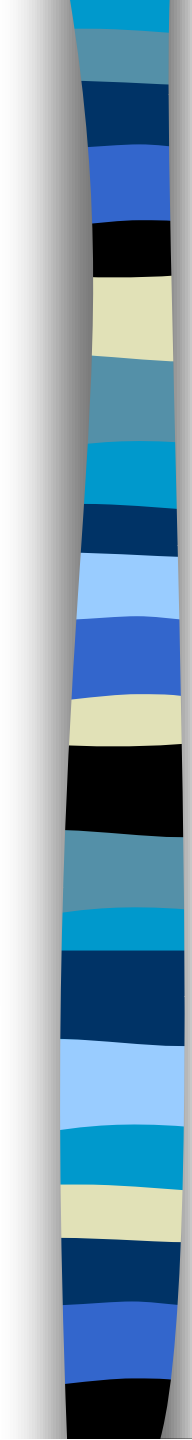


RESIDENTIAL RATE “A-1”(1)

- Service Charge: \$ 7.25/Month
- Energy Charge:
 - Winter (October thru April)
 - First 600 kWh \$ 0.1141/kWh
 - Over 600 kWh \$ 0.0741/kWh
 - Summer (May thru Sept)
 - All kWh \$ 0.1141/kWh
- PSCA Charge:
 - All kWh \$ *

(1) Electric Heat as Primary Heating Source

* Adjusted Monthly Based on Actual Power Supply Costs.

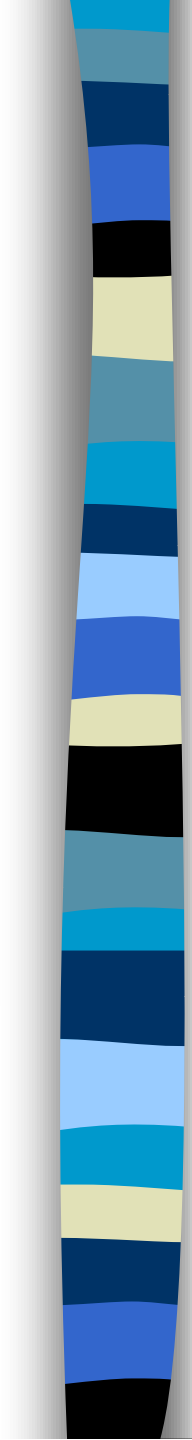


RESIDENTIAL RATE “LS”(1)

- Service Charge: \$ 4.25/Month
- Energy Charge:
All kWh \$ 0.1041/kWh
- PSCA Charge:
All kWh \$ *

(1) Life Support System Use

* Adjusted Monthly Based on Actual Power Supply Costs.



COMMERCIAL/INDUSTRIAL RATE “B”

- Service Charge: \$ 15.50/Month
- Energy Charge:
All kWh \$ 0.1124/kWh
- PSCA Charge:
All kWh \$ *

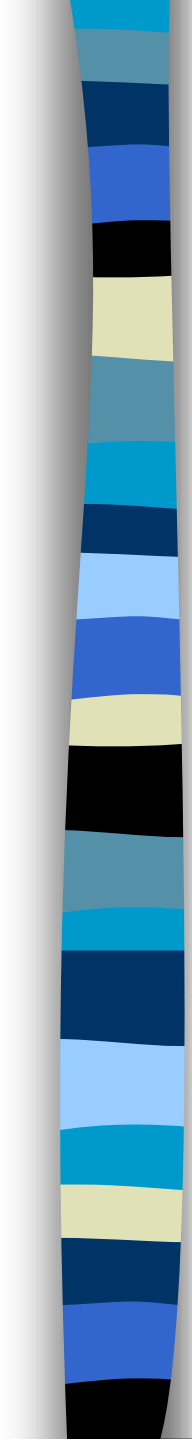
* Adjusted Monthly Based on Actual Power Supply Costs.

COMMERCIAL/INDUSTRIAL RATE “B-1”(1)

- Service Charge: \$ 15.50/Month
- Energy Charge:
 - Winter (October thru April)
All kWh \$ 0.0724/kWh
 - Summer (May thru Sept)
All kWh \$ 0.1124/kWh
- PSCA Charge:
All kWh \$ *

(1) Electric Heating Service

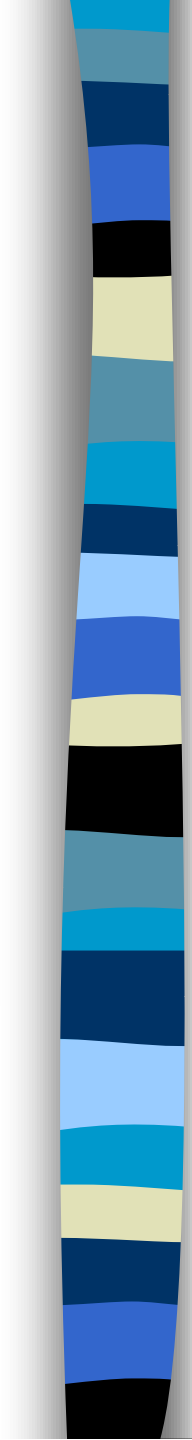
* Adjusted Monthly Based on Actual Power Supply Costs.



GENERAL SERVICE RATE “C”

- Service Charge: \$ 15.50/Month
- Capacity Charge:
All kW \$ 10.87/kW
- Energy Charge:
All kWh \$ 0.0706/kWh
- PSCA Charge:
All kWh \$ *

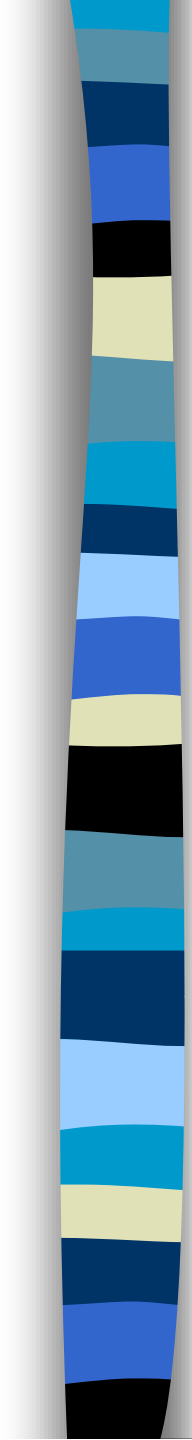
* Adjusted Monthly Based on Actual Power Supply Costs.



INDUSTRIAL PRIMARY RATES “D” & “D-2”

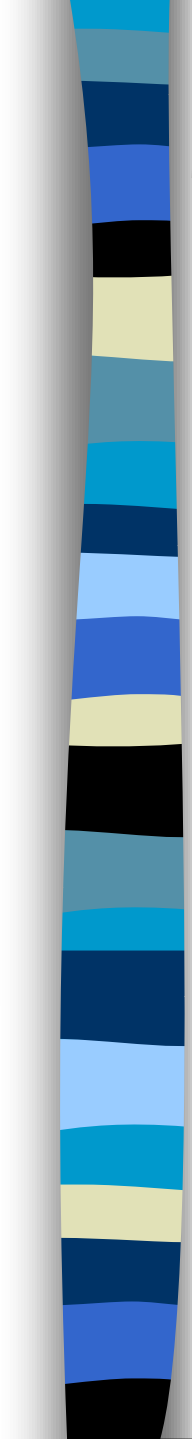
- Service Charge: \$ 100.00/Month
- Capacity Charge:
All kW \$ 9.15/kW
- Energy Charge:
All kWh \$ 0.076/kWh
- PSCA Charge:
All kWh \$ *

* Adjusted Monthly Based on Actual Power Supply Costs.



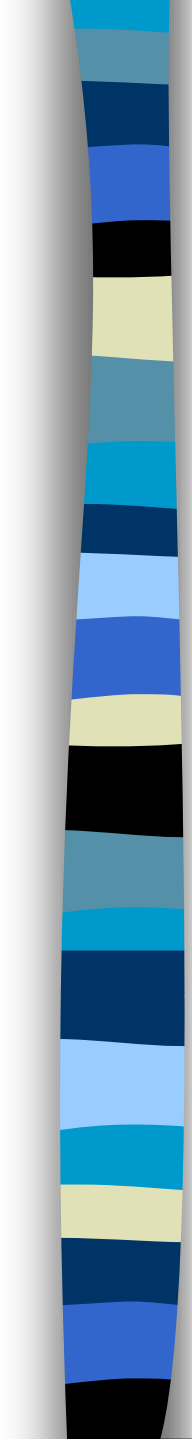
RATE CONCERNS

- Rates Not Reflective of Cost of Service Results
- Customer Charges are Substantially Lower Than Customer Related Costs
- Customer Charges Do Not Recognize Higher Cost of Serving Three-Phase Customers
- Demand Rates are Lower Than Demand Related Costs
- No Cost Justification for Electric Heat and Life Support Rates



RECOMMENDATIONS

- Phase-In Rate Adjustments Over Five Steps
- Increase All Customer Charges
- Increase Demand Rates
- Close the Residential Rates “A-1” & “LS” and Commercial/Industrial Rates “B” & “B-1” Effective Immediately and Phase Them Out Over the Next Five Years



PROPOSED RATE ADJUSTMENTS

March 4, 2024

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PROPOSED ELECTRIC RATES FIVE-STEP PHASE-IN

	Existing Rates*	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
RESIDENTIAL						
Monthly Service Charge: (Per Month)	\$ 7.25	\$ 9.00	\$ 10.50	\$ 12.00	\$ 13.50	\$ 15.00
Energy Charges: (Per kWh) All kWh	\$ 0.15855	\$ 0.160	\$ 0.160	\$ 0.160	\$ 0.160	\$ 0.160
COMMERCIAL						
Monthly Service Charge: (Per Month)	\$ 15.50 15.50	\$ 16.00 17.00	\$ 17.00 19.00	\$ 18.00 21.00	\$ 19.00 23.00	\$ 20.00 25.00
Energy Charges: (Per kWh) All kWh	\$ 0.15685	\$ 0.161	\$ 0.166	\$ 0.171	\$ 0.175	\$ 0.180
GENERAL SERVICE						
Monthly Service Charge: (Per Month) Single-Phase Three-Phase	\$ 15.50 15.50	\$ 17.00 18.00	\$ 19.00 21.00	\$ 21.00 24.00	\$ 23.00 27.00	\$ 25.00 30.00
Demand Charge: (Per kW) All kW	\$ 10.87	\$ 11.20	\$ 11.52	\$ 11.85	\$ 12.17	\$ 12.50
Energy Charges: (Per kWh) All kWh	\$ 0.11505	\$ 0.1141	\$ 0.1131	\$ 0.1121	\$ 0.1111	\$ 0.1100
LARGE POWER						
Monthly Service Charge: (Per Month)	\$ 100.00	\$ 120.00	\$ 140.00	\$ 160.00	\$ 180.00	\$ 200.00
Demand Charge: (Per kW)	\$ 9.15	\$ 9.32	\$ 9.49	\$ 9.66	\$ 9.83	\$ 10.00
Reactive Demand Charge: (Per kVar)	\$ n/a	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Energy Charges: (Per kWh)	\$ 0.1205	\$ 0.1185	\$ 0.1165	\$ 0.1145	\$ 0.1125	\$ 0.1100

* Energy Rates include PSCA = \$0.04445 per kWh.

March 4, 2024

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TYPICAL ELECTRIC BILL COMPARISONS
MARSHALL VS. CONSUMERS ENERGY VS. DTE

Line No.	Description/Monthly Usage	Percent Comparison							
		Existing Marshall	Proposed Marshall	Consumers Energy	DTE	Existing Marshall	Proposed Marshall	Consumers Energy	DTE
		(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
Residential (A)									
1	500 kWh	\$ 86.53	\$ 95.00	\$ 94.48	\$ 99.22	100%	110%	109%	115%
2	750 kWh	126.16	135.00	137.27	148.79	100%	107%	109%	118%
3	1,000 kWh	165.80	175.00	180.06	198.86	100%	106%	109%	120%
Commercial (B)									
4	1,000 kWh	\$ 172.35	\$ 200.00	\$ 170.77	\$ 225.00	100%	116%	99%	131%
5	2,500 kWh	407.63	470.00	431.05	440.39	100%	115%	106%	108%
General Service (C)									
6	10KW/3,000 kWh	\$ 469.35	\$ 480.00	\$ 494.61	\$ 622.72	100%	102%	105%	133%
7	25KW/7,500 kWh	1,150.13	1,162.50	1,173.06	1,432.41	100%	101%	102%	125%
8	50KW/15,000 kWh	2,284.75	2,300.00	2,361.70	2,781.88	100%	101%	103%	122%
Large Power (D)									
9	500KW/100,000 kWh	\$ 16,720.00	\$ 16,200.00	\$ 20,891.79	\$ 18,195.68	100%	97%	125%	109%
10	1,000KW/300,000 kWh	45,385.00	43,200.00	44,464.26	40,609.68	100%	95%	98%	89%
11	2,000KW/800,000 kWh	114,760.00	108,200.00	93,086.72	91,209.68	100%	94%	81%	79%

(a) Reflects current Marshall rates effective 7/21/21. PSCA = \$0.04445 per kWh. Excludes Low Income Energy Assistance Fund and Sales Tax.

(b) Reflects proposed Marshall Step 5 rates effective 7/1/28. PSCA = \$0.00000 per kWh. Excludes Low Income Energy Assistance Fund and Sales Tax.

(c) Reflects Consumers Energy's comparable current rates. Excludes Low Income Energy Assistance Fund and Sales Tax.

(d) Reflects DTE Energy's comparable current rates. Excludes Low Income Energy Assistance Fund and Sales Tax.

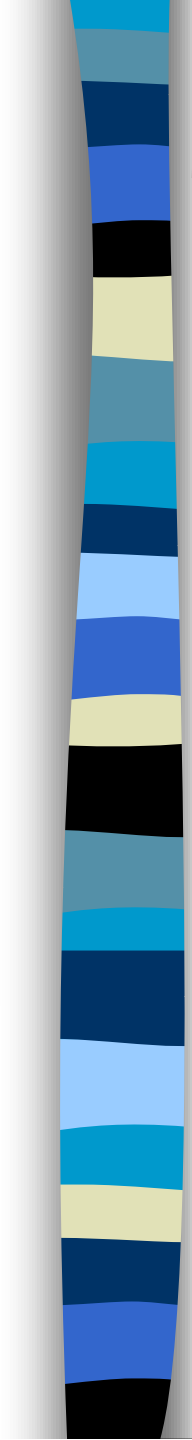
(e) Column (a) divided by Column (a).

(f) Column (b) divided by Column (a).

(g) Column (c) divided by Column (a).

(h) Column (d) divided by Column (a).

01/30/24



SUMMARY

- Revenues Do Not Need to be Increased In Order to Meet The Projected Near-Term Revenue Requirements.
- Large Power Class is Subsidizing the Residential and Commercial Rate Classes.
- Current Rates are Not Reflective of Cost of Service Results.
- Recommend Adoption of Proposed Rate Adjustments, Which Move Rates and Revenue Distribution Towards Cost of Service Results

RESIDENTIAL BILL COMPARISON

EXISTING VS. PROPOSED

Line No.	Description	500 kWh Usage	Increase (Decrease)	
			\$	%
1	Existing Rate (1)	\$ 86.53		
2	Step 1 (2)	\$ 89.00	\$ 2.47	2.78%
3	Step 2 (2)	\$ 90.50	\$ 1.50	1.66%
4	Step 3 (2)	\$ 92.00	\$ 1.50	1.63%
5	Step 4 (2)	\$ 93.50	\$ 1.50	1.60%
6	Step 5 (2)	\$ 95.00	\$ 1.50	1.58%

(1) Reflects current Marshall rates. PSCA = \$0.04445 per kWh. Excludes Low Income Energy Assistance Fund and Sales Tax.

(2) Reflects proposed Marshall rates. PSCA = \$0.00000 per kWh. Excludes Low Income Energy Assistance Fund and Sales Tax.



March 4, 2024

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*****DRAFT*****

City of Marshall Utilities

Rate Classifications

Standard Rules and Regulations

General Shutoff Supplemental

Rules Effective TBD

The City of Marshall maintains three separate utilities for financial purposes. This document is an accumulation of all three utilities' rates, rate classifications, standard rules and regulations.

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Residential Service Rate “A”

Availability: Open to any customer desiring single-phase service for domestic and farm use, including individual single-family dwellings, separately metered apartments, manufactured homes and such appurtenant buildings as garages, barns, chicken houses and similar buildings. This rate is not available for commercial, institutional or industrial uses, three-phase service, or for resale purposes. Specifically, it is not applicable to homes or dormitories for groups other than private family units, nor to apartment buildings, or other multiple or mixed-use dwellings, such as beauty shops, filling stations, laundries, retail stores, dairies, hatcheries, greenhouses, welding shops, frozen storage plants, etc., except under the terms and conditions contained in the City of Marshall Utilities Standard Rules and Regulations.

Nature of Service: Alternating current, 60 hertz, single phase, 120/240 nominal volts, 200-amp maximum service.

Installation Charge: See Standard Rules and Regulations.

Rate:

Service Charge:

Effective 04/01/2024 \$ 9.00 per customer per month
Effective 04/01/2025 \$10.50 per customer per month
Effective 04/01/2026 \$12.00 per customer per month
Effective 04/01/2027 \$13.50 per customer per month
Effective 04/01/2028 \$15.00 per customer per month

Energy Charge:

Effective 04/01/2024 \$0.160 per kWh for all kWh per month

Power Supply Cost Adjustment: The above rates shall be adjusted in accordance with the Power Supply Cost Adjustment set forth in the City of Marshall Utilities Standard Rules and Regulations.

Rate subject to the Michigan Low-Income Energy Assistance Factor.

Monthly Minimum Charge: The Monthly Minimum Charge per Customer before adjustments, shall be the sum of the applicable charges set forth above.

Delayed Payment Charge: A delayed payment charge of 5% of the total net bill shall be added to any bill which is not paid on or before the due date shown on the bill.

Special Taxes: Bills shall be increased to offset any specific tax or excise imposed by any governmental authority upon the Electric Utility's generation, distribution or sale of electric energy.

Term and Form of Contract: Written application required.

Rules and Regulations: Service governed by City of Marshall Utilities Standard Rules and Regulations.

Service for single-phase motors may be included under this rate provided the individual capacity of such motors does not exceed 3 horsepower, nor the aggregate capacity exceed 10 horsepower, without the specific consent of the Electric Department.

Residential Rate “A-1”

Availability: Open to any customer desiring single-phase service for domestic and farm use, including individual single-family dwellings, separately metered apartments, manufactured homes, and such appurtenant buildings as garages, barns, chicken houses and similar buildings, provided the customer has permanently installed and uses electric heating equipment as the primary source of space heating. This rate is not available for commercial, institutional or industrial uses, three-phase service, or for resale purposes. Specifically, it is not applicable to homes or dormitories for groups other than private family units, nor to apartment buildings, or other multiple or mixed-use dwellings, such as beauty shops, filling stations, laundries, retail stores, dairies, hatcheries, greenhouses, welding shops, frozen storage plants, etc., except under the terms and conditions contained in the City of Marshall Utilities Standard Rules and Regulations. **This rate is only available to those customers receiving service under this rate prior to April 1, 2024, and shall no longer be available after April 1, 2028.**

Nature of Service: Alternating current, 60 cycles, single phase, 120/240 nominal volts.

Installation Charge: See Standard Rules and Regulations.

Rate:

Service Charge:

Effective 04/01/2024 \$ 9.00 per customer per month
Effective 04/01/2025 \$10.50 per customer per month
Effective 04/01/2026 \$12.00 per customer per month
Effective 04/01/2027 \$13.50 per customer per month

Energy Charge:

Winter:

Effective 04/01/2024 \$0.120 per kWh for the first 600 kWh per month (October 1st to April 30th)
Effective 04/01/2025 \$0.130 per kWh for the first 600 kWh per month (October 1st to April 30th)
Effective 04/01/2026 \$0.140 per kWh for the first 600 kWh per month (October 1st to April 30th)
Effective 04/01/2027 \$0.150 per kWh for the first 600 kWh per month (October 1st to April 30th)
Effective 04/01/2024 \$0.160 per kWh for all kWh over 600 kWh per month (October 1st to April 30th)

Summer:

Effective 04/01/2024 \$0.160 per kWh for all kWh per month (May 1st to September 30th)

Power Supply Cost Adjustment: The above rates shall be adjusted in accordance with the Power Supply Cost Adjustment set forth in the City of Marshall Utilities Standard Rules and Regulations.

Rate subject to the Michigan Low-Income Energy Assistance Factor.

Monthly Minimum Charge: The Monthly Minimum Charge per Customer before adjustments, shall be the sum of the applicable charges set forth above.

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Delayed Payment Charge: A delayed payment charge of 5% of the total net bill shall be added to any bill which is not paid on or before the due date shown on the bill.

Special Taxes: Bills shall be increased to offset any specific tax or excise imposed by any governmental authority upon the Electric Utility's generation, distribution or sale of electric energy.

Term and Form of Contract: Written application required.

Rules and Regulations: Service governed by City of Marshall Utilities Standard Rules and Regulations.

Service for single-phase motors may be included under this rate, provided the individual capacity of such motors does not exceed 3 horsepower, nor the aggregate capacity exceed 10 horsepower, without the specific consent of the Electric Utility.

Residential Service Rate - Life Support “LS”

Availability: Open to any residential customer desiring single-phase service for domestic and life support system use, including individual single-family dwellings, separately metered apartments, manufactured homes, and such appurtenant buildings as garages. This rate is not available for commercial, institutional or industrial uses, three-phase service, or for resale purposes. Specifically, it is not applicable to homes or dormitories for groups other than private family units, nor to apartment buildings, or other multiple or mixed-use dwellings, such as beauty shops, filling stations, laundries, retail stores, dairies, hatcheries, greenhouses, welding shops, frozen storage plants, etc., except under the terms and conditions contained in the City of Marshall Utilities Standard Rules and Regulations. **This rate is only available to those customers receiving service under this rate prior to April 1, 2024, and shall no longer be available after April 1, 2028.**

A signed certificate must be provided by a licensed physician stating that a member of the household is dependent on electric energy for the operation of a life support device. For application of this rate, life support systems are considered to be such devices as a respirator, iron lung or kidney dialysis machine. This certificate must be renewed every 12 months to continue eligibility for this rate.

Nature of Service: Alternating current, 60 hertz, single-phase, 120/240 nominal volts, 200-amp maximum service.

Installation Charge: See Standard Rules and Regulations.

Rate:

Service Charge:

Effective 04/01/2024 \$ 6.40 per customer per month

Effective 04/01/2025 \$ 8.55 per customer per month

Effective 04/01/2026 \$10.70 per customer per month

Effective 04/01/2027 \$12.85 per customer per month

Energy Charge:

Effective 04/01/2024 \$0.160 per kWh for all kWh per month

Power Supply Cost Adjustment: The above rates shall be adjusted in accordance with the Power Supply Cost Adjustment set forth in the City of Marshall Utilities Standard Rules and Regulations.

Rate subject to the Michigan Low-Income Energy Assistance Factor.

Monthly Minimum Charge: The Monthly Minimum Charge per Customer before adjustments, shall be the sum of the applicable charges set forth above.

Delayed Payment Charge: A delayed payment charge of 5% of the total net bill shall be added to any bill which is not paid on or before the due date shown on the bill.

Special Taxes: Bills shall be increased to offset any specific tax or excise imposed by a governmental authority upon the electric Utility's generation, distribution or sale of electric energy.

Term and Form of Contract: Written application required.

Rules and Regulations: Service governed by City of Marshall Utilities Standard Rules and Regulations.

Service for single-phase motors may be included under this rate provided the individual capacity of such motors does not exceed 3 horsepower, nor the aggregate capacity exceed 10 horsepower, without the specific consent of the Electric Department.

Commercial/Industrial Secondary Service Rate “B”

Availability: Open to any customer desiring lighting and/or secondary power service with a monthly demand of 5 kW or less for any usual commercial or institutional use or for which a Residential Service Rate is not applicable. It is also available for temporary service use and for seasonal use in resort areas under special terms and conditions contained in the Utilities Standard Rules and Regulations. Not available for auxiliary or standby service. **This rate is only available to those customers receiving service under this rate prior to April 1, 2024, and shall no longer be available after April 1, 2028.**

Nature of Service: Alternating current, 60 cycles and, at the Electric Department’s option either: three-phase, three-wire, 240 or 480 nominal volts, or three-phase, four-wire, 120/240 delta or 240/480 delta or 120/208 wye or 277/480 wye, or single-phase, 120/240 nominal volts.

Installation Charge: See Standard Rules and Regulations.

Rate:

Service Charge:

Single-Phase:

Effective 04/01/2024 \$16.00 per customer per month
Effective 04/01/2025 \$17.00 per customer per month
Effective 04/01/2026 \$18.00 per customer per month
Effective 04/01/2027 \$19.00 per customer per month

Three-Phase:

Effective 04/01/2024 \$17.00 per customer per month
Effective 04/01/2025 \$19.00 per customer per month
Effective 04/01/2026 \$21.00 per customer per month
Effective 04/01/2027 \$23.00 per customer per month

Energy Charge:

Effective 04/01/2024 \$0.161 per kWh for all kWh per month
Effective 04/01/2025 \$0.166 per kWh for all kWh per month
Effective 04/01/2026 \$0.171 per kWh for all kWh per month
Effective 04/01/2027 \$0.175 per kWh for all kWh per month

Power Supply Cost Adjustment: The above rates shall be adjusted in accordance with the Power Supply Cost Adjustment set forth in the City of Marshall Utilities Standard Rules and Regulations.

Rate subject to the Michigan Low-Income Energy Assistance Factor.

Monthly Minimum Charge: The Monthly Minimum Charge per Customer before adjustments, shall be the sum of the applicable charges set forth above.

Delayed Payment Charge: A delayed payment charge of 5% of the total net bill shall be added to any bill which is not paid on or before the due date shown on the bill.

Special Taxes:

Bills shall be increased to offset any specific tax or excise imposed by any governmental authority

upon the Electric Utility's generation, distribution or sale of electric energy.

Term and Form of Contract: Written application required. See Standard Rules and Regulations.

Rules and Regulations: Service governed by City of Marshall Utilities Standard Rules and Regulations.

Where service is combined through one meter and the supply is single phase, the individual motor capacity shall not exceed 3 horsepower, nor the aggregate capacity exceed 10 horsepower, without the specific consent of the City Electric Department. If the supply is three-phase, three-wire; incidental lighting may be included, provided the customer furnishes all transformation facilities required for such purpose, and so arranges the lighting circuits as to avoid excessive unbalance of the three-phase load, and further provided the connected load in lighting equipment does not exceed 30% of the connected load in power equipment without the specific consent of the City Electric Department.

The City Electric Department, at its option, may require the customer to provide space, suitable to the City Electric Department, for the installation and operation of transformers.

General Service Rate “C”

Availability: Open to any commercial, institutional or industrial customer, or for which a Residential Service Rate is not applicable. It is also available for seasonal use in resort areas under special terms and conditions contained in the Utilities Standard Rules and Regulations. Not available for auxiliary or standby service. Open to applicable customers receiving service from a City-owned transformer. For new electric customers, the City reserves the right to limit the availability of this rate schedule to a maximum load of 250 kVA. For customers loads of 250 kVA or greater, the City may require the customer to install its own transformer and be served under the Large Power Service Rate “D.” This rate is not available for street lighting service or for resale purposes.

Nature of Service: Alternating current, 60 cycles and, at the Electric Department’s option, either:
Three phase, three-wire, 240 or 480 nominal volts, or
Three phase, four-wire, 120/240 delta or 120/208 wye, or
Single phase, 120/240 nominal volts.

Installation Charge: See Standard Rules and Regulations.

Rate:

Service Charge:

Single-Phase:

Effective 04/01/2024 \$17.00 per customer per month
Effective 04/01/2025 \$19.00 per customer per month
Effective 04/01/2026 \$21.00 per customer per month
Effective 04/01/2027 \$23.00 per customer per month
Effective 04/01/2028 \$25.00 per customer per month

Three-Phase:

Effective 04/01/2024 \$18.00 per customer per month
Effective 04/01/2025 \$21.00 per customer per month
Effective 04/01/2026 \$24.00 per customer per month
Effective 04/01/2027 \$27.00 per customer per month
Effective 04/01/2028 \$30.00 per customer per month

Capacity Charge:

Effective 04/01/2024 \$11.20 per kW of Billing Demand per month
Effective 04/01/2025 \$11.52 per kW of Billing Demand per month
Effective 04/01/2026 \$11.85 per kW of Billing Demand per month
Effective 04/01/2027 \$12.17 per kW of Billing Demand per month
Effective 04/01/2028 \$12.50 per kW of Billing Demand per month

Energy Charge:

Effective 04/01/2024 \$0.1141 per kWh for all kWh used per month
Effective 04/01/2025 \$0.1131 per kWh for all kWh used per month
Effective 04/01/2026 \$0.1121 per kWh for all kWh used per month
Effective 04/01/2027 \$0.1111 per kWh for all kWh used per month
Effective 04/01/2028 \$0.1100 per kWh for all kWh used per month

Power Supply Cost Adjustment: The above rates shall be adjusted in accordance with the Power Supply Cost Adjustment set forth in the City of Marshall Utilities Standard Rules and Regulations.

Rate subject to the Michigan Low-Income Energy Assistance Factor.

Monthly Minimum Charge: The Monthly Minimum Charge per Customer before adjustments, shall be the sum of the applicable charges set forth above.

Delayed Payment Charge: A delayed payment charge of 5% of the total net bill shall be added to any bill which is not paid on or before the due date shown on the bill.

Special Taxes: Bills shall be increased to offset any specific tax or excise imposed by any governmental authority upon the Electric Utility's generation, distribution or sale of electric energy.

Determination of Maximum Demand: The maximum demand, or rate of use of electric energy for each month, shall be the greatest average load in kilowatts (kW) during any 15-minute period of such month, as registered on suitable instruments installed by the City Electric Department to make such determination.

Adjustment of Maximum Demand: The City Electric Department may measure or test the power factor of the customer's load during periods of maximum energy use, and if the power factor is so found to be less than 85% lagging, the maximum kW demand shall be increased by the ratio that 85% bears to the power factor of the customer's load.

Determination of Billing Demand: The Billing Demand shall be the maximum demand for each month (after power factor adjustment, if any), but not less than 60% of the highest billing demand of the preceding 11 months; provided, however, that should resistance type welders or other equipment that creates high demands of momentary duration be included in the customer's installation, the City Electric Department reserves the right to make such special determination of the billing demand or minimum charge as the circumstances in each case may justify. Billing demand determination, by whatever method used, shall be to the nearest 1/10 kW, up to, and including 10 kW, and to the nearest full kilowatt above 10 kW, but in no case shall the monthly billing demand be less than 5 kW.

Term and Form of Contract: Written application or contract required. See Standard Rules and Regulations. Customers served under this rate shall, in the absence of bona fide discontinuance of service, remain thereon for at least twelve (12) months.

Rules and Regulations: Service governed by the City of Marshall Utilities Standard Rules and Regulations.

Where service is combined on one meter and the supply is single phase, the individual motor capacity shall not exceed 5 horsepower, or the aggregate capacity 10 horsepower, without the specific consent of the City Electric Department. If the supply is three-phase, three-wire, incidental lighting may be included, provided the customer furnishes all transformation facilities required for such purposes, and so arranges the lighting circuits as to avoid excessive unbalance of the three-phase load, and further provided the connected load in lighting equipment does not exceed 30% of the connected load in power equipment without the specific consent of the City Electric Department.

Where the total billing demand is 25 kW or greater, lighting and power service may be combined without limit as to either class, provided, however, that the customer's wiring shall be so arranged that the service can be measured through a single watt-hour meter, or adjacent watt-hour meters, and a single demand indicator. The City Electric Department may elect to measure the supply for both classes of service on the primary side of the transformers, in which case 3% shall be

City of Marshall Utilities Rate Classifications and Standard Rules and Regulations

deducted from the demand and energy measurements thus made.

The City Electric Department may at its option require the customer to provide space, suitable to the City Electric Department, for the installation and operation of transformers.

Commercial/Industrial Secondary Service Rate “B1”

Availability: Open to any non-Residential customer desiring electric heating and/or air-conditioning service. To qualify for this rate, the only acceptable load is electric heating or air conditioning and must be separately metered. Furthermore, the service shall be three-phase only and the load on each phase shall be balanced as much as possible. **This rate is only available to those customers receiving service under this rate prior to April 1, 2024, and shall no longer be available after April 1, 2028.**

Nature of Service: Alternating current, 60 cycles and, at the Electric Department’s option, either:

- Single phase, 120/240 nominal volts
- Three phase, three-wire, 240 or 480 nominal volts, or
- Three phase, four-wire, 120/240 delta or 120/208 wye

Installation Charge: See Standard Rules and Regulations.

Rate:

Service Charge:

Single-Phase:

Effective 04/01/2024 \$16.00 per customer per month
Effective 04/01/2025 \$17.00 per customer per month
Effective 04/01/2026 \$18.00 per customer per month
Effective 04/01/2027 \$19.00 per customer per month

Three-Phase:

Effective 04/01/2024 \$17.00 per customer per month
Effective 04/01/2025 \$19.00 per customer per month
Effective 04/01/2026 \$21.00 per customer per month
Effective 04/01/2027 \$23.00 per customer per month

Energy Charge:

Winter:

Effective 04/01/2024 \$0.132 per kWh for the first 600 kWh per month (October 1st to April 30th)
Effective 04/01/2025 \$0.144 per kWh for the first 600 kWh per month (October 1st to April 30th)
Effective 04/01/2026 \$0.156 per kWh for the first 600 kWh per month (October 1st to April 30th)
Effective 04/01/2027 \$0.168 per kWh for the first 600 kWh per month (October 1st to April 30th)

Effective 04/01/2024 \$0.161 per kWh for all kWh over 600 kWh per month (October 1st to April 30th)
Effective 04/01/2025 \$0.166 per kWh for all kWh over 600 kWh per month (October 1st to April 30th)
Effective 04/01/2026 \$0.171 per kWh for all kWh over 600 kWh per month (October 1st to April 30th)
Effective 04/01/2027 \$0.175 per kWh for all kWh over 600 kWh per month (October 1st to April 30th)

Summer:

Effective 04/01/2024 \$0.161 per kWh for all kWh used per month (May 1st to September 30th)

City of Marshall Utilities Rate Classifications and Standard Rules and Regulations

Effective 04/01/2025 \$0.166 per kWh for all kWh used per month (May 1st to September 30th)

Effective 04/01/2026 \$0.171 per kWh for all kWh used per month (May 1st to September 30th)

Effective 04/01/2027 \$0.175 per kWh for all kWh used per month (May 1st to September 30th)

Power Supply Cost Adjustment: The above rates shall be adjusted in accordance with the Power Supply Cost Adjustment set forth in the City of Marshall Utilities Standard Rules and Regulations.

Rate subject to the Michigan Low-Income Energy Assistance Factor.

Monthly Minimum Charge: The Monthly Minimum Charge per Customer before adjustments, shall be the sum of the applicable charges set forth above.

Delayed Payment Charge: A delayed payment charge of 5% of the total net bill shall be added to any bill which is not paid on or before the due date shown on the bill.

Special Taxes: Bills shall be increased to offset any specific tax or excise imposed by any governmental authority upon the Electric Utility's generation, distribution or sale of electric energy.

Term and Form of Contract: Written application or contract required. See City Utilities Standard Rules and Regulations. Customers served under this rate shall, in the absence of bona fide discontinuance of service, remain thereon for at least twelve (12) months.

Rules and Regulations: Service governed by the City Utilities Standard Rules and Regulations.

The individual motor capacity shall not exceed 30 amps, or the aggregate capacity 10 horsepower a single-phase service, without the specific consent of the City Electric Department. If the supply is three-phase, the customer is to arrange the circuits as to avoid excessive unbalance of the three-phase load without the specific consent of the City Electric Department.

The City Electric Department, may at its option, require the customer to provide space, suitable to the City Electric Department, for the installation and operation of transformers.

Large Power Service Rate “D”

Availability: Open to any customer desiring power and incidental lighting service for commercial or industrial use where service is supplied at primary voltage and the customer owns the transformer serving its premises. This rate is not available for street lighting or resale purposes.

Nature of Service: Alternating current, 60 cycles, three-phase, 4,160 nominal volts or greater, the supply voltage in each case to be determined by the Electric Department.

Installation Charge: See Standard Rules and Regulations.

Rate:

Service Charge:

Effective 04/01/2024	\$120.00 per customer per month
Effective 04/01/2025	\$140.00 per customer per month
Effective 04/01/2026	\$160.00 per customer per month
Effective 04/01/2027	\$180.00 per customer per month
Effective 04/01/2028	\$200.00 per customer per month

Demand Charge:

Effective 04/01/2024	\$9.32 per kW of Billing Demand per month
Effective 04/01/2025	\$9.49 per kW of Billing Demand per month
Effective 04/01/2026	\$9.66 per kW of Billing Demand per month
Effective 04/01/2027	\$9.83 per kW of Billing Demand per month
Effective 04/01/2028	\$10.00 per kW of Billing Demand per month

Reactive Charge:

Effective 04/01/2024	\$1.00 per RkW of Reactive Demand per month
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Energy Charge:

Effective 04/01/2024	\$0.1185 per kWh for all kWh used per month
Effective 04/01/2025	\$0.1131 per kWh for all kWh used per month
Effective 04/01/2026	\$0.1121 per kWh for all kWh used per month
Effective 04/01/2027	\$0.1111 per kWh for all kWh used per month
Effective 04/01/2028	\$0.1100 per kWh for all kWh used per month

Power Supply Cost Adjustment: The above rates shall be adjusted in accordance with the Power Supply Cost Adjustment set forth in the City of Marshall Utilities Standard Rules and Regulations.

Rate subject to the Michigan Low-Income Energy Assistance Factor.

Monthly Minimum Charge: The Monthly Minimum Charge per Customer before adjustments, shall be the sum of the applicable charges set forth above.

Time of Use Rate Provision: For customers served under this rate with a time-differentiated demand meter installed, the measured kW demand will be the greater of the maximum kW demand in the on-peak period or 50% of the maximum kW demand during the off-peak period. The on-peak period is defined as the period 7 a.m. to 11 p.m. local standard time on all non-holiday weekdays. All other time is defined as off-peak. Holidays are New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event, New Year’s Day, Independence Day, or Christmas Day fall on a Sunday, the Monday following that Sunday will be considered to be an off-peak day.

Delayed Payment Charge: Any bill which is not paid on or before the due date shown thereon shall have a delayed payment charge of 5% added to its net amount.

Special Taxes: Bills shall be increased to offset any specific tax or excise imposed by any governmental authority upon the Electric Utility's generation, distribution or sale of electric energy.

Determination of Maximum Demand and Reactive Demand: The maximum demand, or rate of use of electric energy, shall be the greatest average load in kilowatts during any 15-minute period during each month, as determined by instruments installed by the Electric Department for that purpose. The maximum reactive demand (RkW), shall be the greatest average reactive load (leading or lagging) in reactive kilowatts during any 15-minute period during each month, as determined by instruments installed by the Electric Department for that purpose.

Adjustment of Maximum Demand: The City Electric Department may measure or test the power factor of the customer's load during periods of maximum energy use, and if the power factor is so found to be less than 85% lagging, the maximum kW demand shall be increased by the ratio that 85% bears to the power factor of the customer's load.

Determination of Billing Demand: The Billing Demand shall be the maximum demand for each month (after power factor adjustment, if any), but not less than 60% of the highest billing demand of the preceding 11 months; provided, however, that should resistance type welders, or other equipment which creates high demands of momentary duration be included in the customer's installation, the City Electric Department reserves the right to make such special determination of the billing demand or minimum charge as the circumstances in each case may justify. Billing demand determination, by whatever method used, shall be to the nearest full kilowatt, but in no case, shall the billing demand be less than 50 kW. Said 50 kW minimum Billing Demand shall not apply to customer receiving service under Industrial Primary Service Rate "D" or "D-2" prior to April 1, 2024.

Term and Form of Contract: Written application or contract required. See City Utilities Standard Rules and Regulations. Customers served under this rate shall, in the absence of bona fide discontinuance of service, remain thereon for at least twelve (12) months.

Rules and Regulations: Service governed by the City of Marshall Utilities Standard Rules and Regulations.

Customers receiving service under this rate shall furnish and maintain all necessary transforming, controlling and protective equipment.

Where the Electric Department elects to measure the service at a nominal voltage of less than the primary service voltage, 3% will be added for billing purposes.

Economic Development Rate "E"

Availability: Open to any new full requirements customer or any existing full requirements customer having measurable load growth where service is supplied at primary voltage and the new or additional load is 250 kW or greater. This rate is not available for street lighting or resale purposes.

Nature of Service: Alternating current, 60 cycles, three phase, 4,160 nominal volts or greater, the supply voltage in each case to be determined by the Electric Department.

Installation Charge: See City of Marshall Utility Standard Rules and Regulations.

Rate: Rates will be subject to negotiation with the City, taking into consideration the customer's load, energy requirements and usage characteristics, the facilities and investment required to serve the customer, and other matters relating to the service. Rate subject to the Michigan Low-Income Energy Assistance Factor.

Minimum Charge: To be negotiated with the City.

Delayed Payment Charge: Any bill which is not paid on or before the due date shown thereon shall have a delayed payment charge of 5% added to its net amount.

Special Taxes: Bills shall be increased to offset any specific tax or excise imposed by any governmental authority upon the Electric Utility's generation, distribution or sale of electric energy.

Determination of Maximum Demand: For new customers, the maximum demand, or rate of use of electric energy shall be the greatest average load in kilowatts (kW) during any 15-minute period during each month, as determined by instruments installed by the Electric Department for that purpose.

For existing customers, unless the new load is separately metered, the maximum demand shall be the greatest average load in kilowatts during any 15-minute period during each month, less the average maximum demand for the twelve (12) months prior to establishing service under this rate.

Adjustment of Maximum Demand: The City Electric Department may measure or test the power factor of the customer's load during periods of maximum energy use, and if the power factor is so found to be less than 85% lagging, the maximum kW demand shall be increased by the ratio that 85% bears to the power factor of the customer's load.

Determination of Billing Demand: The billing demand each month shall be the maximum demand for such month, but not less than 60% of the highest billing demand of the preceding 11 months, and in no case less than 250 kW.

Term and Form of Contract: Service shall be provided under a written contract which will include the rates, terms and conditions of service and be subject to Marshall City Council approval.

Rules and Regulations: Service governed by the City of Marshall Utilities Standard Rules and Regulations.

Monthly Security Light Rental Rate

Availability: Available for outdoor lighting to any City of Marshall Electric customer.

7,000 Lumen (175 Watts)	Mercury Vapor Lamp Suburbanair Fixture	\$9.00 per month per fixture
19,100 Lumen (400 Watts)	Mercury Vapor Lamp	\$15.00 per month per fixture
47,200 Lumen (1,000 Watts)	Mercury Vapor Lamp	\$18.00 per month per fixture

Term: One year minimum with signed agreement.

General: The City of Marshall Electric Department will, at its own cost, install, furnish the current and maintain its standard outdoor lighting equipment. Facilities shall consist of fixture, with photoelectric switch control and a four-foot maximum support mounted on an existing pole or building at which 120- or 240-volt service is available. Cost of any additional facilities required shall be paid on a time and materials basis by the customer.

The above facilities shall be owned and maintained by the City of Marshall Electric Department.

The City of Marshall Electric Department will replace failed lamps and otherwise maintain the equipment during regular working hours, as soon as practical, following notification by the customer.

Security Lights shall operate from dusk until dawn, aggregating approximately 4,000 hours per year. Credit will not be provided for normal lamp outages.

Customer shall obtain appropriate approval for lights to be located on public thoroughfares.

Monthly Security Light Rental charges will be applied to customer's electric bill as an additional single charge.

Temporary Electric Service

Customer desiring lighting and/or secondary power service for a short time only, such as construction jobs or events, which service requires installation of a temporary service connection, meters or other facilities of a temporary nature, shall pay the cost of installing and removing all facilities necessary to supply such service. Temporary Electric Service connection charge will be a minimum \$75.00, payment to be made in advance of installation. For temporary Electric Service connections of greater than 100 amps, there is an additional charge of \$1.50 per amp greater than 100 amps.

Temporary service will also be subject to minimum monthly service and energy charge, as determined by applying Commercial/Industrial Secondary Service Rate "B," as determined by the watt-hour meter supplied with the Temporary Electric Service. In no case shall the minimum monthly charge be less than the said "B" rate service charge.

The customer may be required to deposit with the City an amount to cover the estimated cost of installing and removing the necessary facilities plus the estimated cost of service under the terms of the rate set forth above. Meters may be read daily and the deposit modified as the energy used may justify such modification.

For temporary services, other than service connections, customer should apply for service at City Hall, City of Marshall, 323 West Michigan Avenue, Marshall, MI 49068.

Power Supply Cost Adjustment Applicable to City Electric Rate Schedules

Applicability: The Power Supply Cost Adjustment set forth herein shall apply to all of City's Electric Rate Schedules, except for the Monthly Security Light Rental Rate. The applicable adjustment shall be applied to the total kWh billed to customers for the meter reading period that City determines as most nearly corresponding to the meter reading period(s) set forth in City's purchased power billings from its supplier(s).

Base Power Supply Cost: The rates and charges set forth in City's Electric Rate Schedules are based on the cost of City's power supply requirements as furnished by Michigan South Central Power Agency (MSCPA). The Base Power Supply Cost included in the City's Electric Rate Schedules is \$0.08115 per kWh.

Monthly Determination of Power Supply Cost Adjustment:

Each month the City's Power Supply Cost Adjustment shall be determined as follows:

- A. The City's running three-month Power Supply Cost per kWh shall be determined to four decimal places by dividing (1) the sum of the past three months' power supply cost, including the most recent month's billing, by (2) the sum of the past three months' net energy delivered to the City, including the most recent month's billing.
- B. The Base Power Supply Cost of \$0.08115 per kWh shall then be subtracted from the running three-month Power Supply Cost per kWh determined in (a) above.

The Monthly Power Supply Cost Adjustment per kWh shall be determined by multiplying the positive differential derived in (b) by 1.08 to compensate for City's Distribution System Losses.

Michigan Low-Income Energy Assistance Factor

Applicability: The Michigan Low-Income Energy Assistance Factor, as required by Public Act 95 of 2013, shall be applied to all of City's Electric Rate Schedules, except for the Monthly Security Light Rental Rate.

Annual Determination of Michigan Low-Income Energy Assistance Factor

The Michigan Public Service Commission may, after an opportunity for public comment, annually approve a low-income energy assistance funding factor no later than July 31 of each year for the subsequent fiscal year. The low-income assistance funding factor shall be the same across all customer classes and shall not exceed \$1.00. The amount used by the Public Service Commission to calculate a low-income energy assistance funding factor during each fiscal year shall not exceed \$50,000,000 minus both the amount appropriated from the general fund in that fiscal year for home energy assistance and the amount remaining in the fund from the prior fiscal year.

The low-income energy assistance funding factor will be listed as a separate line item on each customer's bill.

Distribution of Funds

Funds will be distributed under the guidelines included in the Michigan Energy Assistance Act of 2012 (Public Act 615) by the Department of Human Services (DHS). DHS shall ensure that all money collected for the fund from a geographic area is returned, to the extent possible, to that geographic area.

Small Power Production Rate – “SPP”

Applicability:

This schedule is applicable to the purchase of power from small power production facilities which have entered into an interconnection agreement with City (hereinafter referred to as Utility) to install and operate a small power production facility behind the Customer's meter. All other service which the Customer may require from Utility shall be furnished under Utility's other applicable rate schedules or by special agreement.

Rate:

The net monthly payment to Customer for power supplied to Utility by the small power production facility shall be equal to the kilowatt-hours of energy supplied by the small power production facility multiplied by Utility's average power supply costs for the fiscal year (July 1st thru June 30th) immediately preceding the month in which the power is delivered to Utility by the small power production facility. Payments under this schedule shall be reflected as a credit on the Customer's monthly electric bill and said monthly credit shall be limited to the amount billed to Customer under Utility's applicable electric rate schedule for energy supplied by Utility. Any monthly excess credit will not be carried over to Customer's subsequent electric bills.

Supplied Energy:

Energy supplied by the small power production facility shall be determined by means of bi-directional metering installed at the point of interconnection between Utility and Customer and shall reflect only the amount of energy delivered to Utility. All energy supplied to Customer by Utility shall be billed in accordance with Utility's applicable electric rate schedule.

WATER AND SEWER RATES AND FEES
(Revised 2/1/2022)

WATER RATES

(A) All metered water shall be charged to a two-part rate consisting of a readiness to serve charge plus a commodity charge.

(B) Water Readiness to Serve Charge shall be billed by meter size. The effective rates shall be as follows:

Readiness to Serve Charge (per Meter, per Month)

Meter Size	Monthly Readiness to Serve Charge: February 1, 2022	Monthly Readiness to Serve Charge: January 1, 2023
1" or smaller	\$ 21.58	\$ 22.23
1.5"	\$ 55.44	\$ 57.10
2"	\$ 100.03	\$ 103.03
3"	\$ 225.25	\$ 232.01
4"	\$ 421.63	\$ 434.28
6"	\$ 906.80	\$ 934.00

(1) The Readiness to Serve Charge outside the corporate limits of the City of Marshall shall be 200% of the rate as established for use within the corporate limits of the City of Marshall, Michigan.

(2) When a battery of more than one meter is used in the place of a large single meter, then the readiness to serve charge shall be the charge of the single sized meter times the number of meters composing the battery.

(3) The "Readiness to Serve Charge" covers the cost necessary to keep the Water Works in good operating condition, and other fixed costs as designated by Council and is the amount of the minimum bill.

(C) Water Commodity Charges shall be based on actual consumption. The effective rates shall be as follows:

Commodity Charge (per 100 Cubic Foot)

Usage (100 cft)		Commodity Charge: February 1, 2022	Commodity Charge: January 1, 2023
Up to	3,000	\$ 3.54	\$ 3.65
Next	12,000	\$ 2.83	\$ 2.91
Beyond	15,000	\$ 2.12	\$ 2.18

City of Marshall Utilities Rate Classifications and Standard Rules and Regulations

(1) Commodity Charge outside the corporate limits of the City of Marshall shall be: 200% of the rate as established for use within the corporate limits of the City of Marshall, Michigan.

(D) Automatic sprinkler services or hose connections for fire protection services only shall be charged, per year, the rates as established by resolution and published in the Utility Rules and Regulations.

Connection Size	Charge per Annum
6" or smaller	\$ 130
8"	\$ 235
10"	\$ 365
12"	\$ 535

(E) The city may provide a fire hydrant connection for Circuses, Tent Shows, Carnivals, Exhibitions, and for Construction purposes. Fees and charges are as shown below. The Meter Security Deposit will be returned when the hydrant meter is returned without damage. Any loss or damage to the reducing connection, valve, hydrant, meter or operating wrench will be charged to the person making application for the use of the hydrant. On large construction projects, the Water Department may require the setting of an appropriate meter and to charge for water and service as for regular service supply.

Hydrant Meter Security Deposit	\$ 500
Hydrant Commodity Charge (inside corporation limits)	\$.01/gal
Hydrant Commodity Charge (outside corporation limits)	\$.02/gal

(F) All service taps to water mains shall be made by the Water Department except when approved by the Water Superintendent. The charge for the water main tapping shall be paid by the customer and shall include, but not limited to, the following: all materials, equipment, and contracted costs incurred by the City. All fees will be set by resolution and labor rates shall be in accordance with the current labor rate plus fringe benefits.

(1) The fee for replacing a smaller water tap and service pipe with a larger one, or for the purpose of relocating the water service, shall be the same as the fee for a new tap and service, plus the cost of removing the tap and service being replaced. No credit will be allowed for any materials which may be recovered from the replaced service. The fee shall be borne by the customer.

(2) The maintenance, including the thawing out of water service laterals, from the property line to the water main is the City's responsibility. The maintenance, including the thawing out of water service laterals, from the property line to the customer's building is the customer's responsibility. The fee for thawing out water lines and water meters inside a customer's building shall be paid on a time and materials basis with a minimum of one (1) hour labor charge paid by the customer.

City of Marshall Utilities Rate Classifications and Standard Rules and Regulations

(G) The city may provide meter testing. The meter testing fees shall be as shown below. If, after testing, the meter is found to be in error above allowable percent, which is two percent (2%) plus or minus, then the amount deposited will be refunded, but if the water meter is found to be registering within the test limits, then the amount deposited will be retained to cover the cost of the testing.

5/8" to 1" Meters	\$ 50.00
1-1/2" to 2" Meters	\$ 200.00
3"	\$ 225.00
4"	\$ 250.00
6"	\$ 250.00

(H) A turn-on fee for the restoration of service during business hours or after business hours will be charged to a customer in order to reconnect his service if service has been interrupted. A turn-on fee shall be established by resolution.

(I) Anyone seeking to make a connection to any public water main within the City of Marshall shall first obtain a permit to make such connection from the offices of the City of Marshall. Prior to the issuance of said permit, the applicant must pay to the City a Water Connection Fee representing the cost of construction of that portion of the City-wide water system attributable to the proportionate benefit to be received by the applicant's property.

(1) The Water Connection Fee shall be based on a unit factor system wherein each single-family residence shall be classified as one unit (REU). Other occupational uses shall be charged on multiples of units as may be determined by resolution of the City Council from time to time. Said units and multiples thereof will be established and computed on the same basis as for the Sanitary Sewer Connection Fee contained further in this Section and the number of units charged to a premise shall be the same for both water and sanitary sewer. The Water Connection Fee shall be: \$600.00/REU. The fee for premises connected from outside the corporate limits of the City of Marshall shall be 150% of the in-city rate.

(J) Designated irrigation meters will only be billed between the months of May to September.

(K) The Charges for water services set forth in this ordinance and furnished to any premises are a lien on the premises to which this service is provided and those charges which are delinquent for six (6) months or more shall be certified by the City Treasurer to the City Assessor who shall enter the charges on the next tax roll against the premises to which the services have been rendered. Said charges shall be a lien as of the date services are provided and shall be enforced in the same manner as provided for by the collection of the taxes assessed upon the tax roll and the enforcement of the lien for taxes. The City Treasurer may certify all charges delinquent for six (6) months or more at any time prior to the date on which the City tax roll is approved.

SEWER RATES.

(A) Monthly Rates for sewer service of the City of Marshall shall be as follows:

Readiness to Serve Charge (per Water Meter, per Month)

Water Meter Size	Readiness to Serve Charge: February 1, 2022	Readiness to Serve Charge: January 1, 2023
1" or smaller	\$ 18.24	\$ 18.51
1.5"	\$ 46.87	\$ 47.57
2"	\$ 84.55	\$ 85.82
3"	\$ 190.39	\$ 193.25
4"	\$ 356.37	\$ 361.72
6"	\$ 766.10	\$ 777.59

(B) The Sewer commodity charge shall be as follows:

Commodity Charge (per 100 Cubic Foot)

Usage (100 cft)	Commodity Charge: February 1, 2022	Commodity Charge: January 1, 2023
within Corporate Limits	\$ 4.31	\$ 4.37
outside Corporate Limits	\$ 4.31	\$ 4.37

(C) Flat rate customer shall pay the following rates:

Flat Rate Charge (per Month)

Flat Rate Charge: February 1, 2022	Flat Rate Charge: January 1, 2023
\$ 44.11	\$ 44.77

(D) The sewer commodity may be reduced for residential customers because of lawn sprinkling. The procedure and policy for the sewer discount will be part of the Rules and Regulations.

(E) Anyone seeking to make a connection to any sanitary sewer system within the City of Marshall shall first obtain a permit to make such connection from the offices of the City of Marshall.

City of Marshall Utilities Rate Classifications and Standard Rules and Regulations

Prior to the issuance of said permit, the applicant must pay to the City a Sanitary Sewer Connection Fee representing the cost of construction of that portion of the City-wide sewer system attributable to the proportionate benefit to be received by the applicant's property.

(1) The Sanitary Sewer Connection Fee shall be based on a unit factor system wherein each single-family residence shall be classified as one unit (REU). Other occupational uses shall be charged on multiples of units as may be determined by resolution of the City Council from time to time. The Sanitary Sewer Connection Fee shall be: \$1500.00/REU. The fee for premises connected from outside the corporate limits of the City of Marshall shall be 150% of the in-city rate.

(F) The Charges for waste water services set forth in this ordinance and furnished to any premises are a lien on the premises to which this service is provided and those charges which are delinquent for six (6) months or more shall be certified by the City Treasurer to the City Assessor who shall enter the charges on the next tax roll against the premises to which the services have been rendered. Said charges shall be a lien as of the date services are provided and shall be enforced in the same manner as provided for by the collection of the taxes assessed upon the tax roll and the enforcement of the lien for taxes. The City Treasurer may certify all charges delinquent for six (6) months or more at any time prior to the date on which the City tax roll is approved.

STANDARD RULES AND REGULATIONS

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1. Definitions

City The City of Marshall Water, Wastewater and Electrical Utility or its authorized representatives.

Customer Any person, firm, corporation, association, partnership, municipality, or governmental agency to be served by or legally using water, wastewater and electrical energy supplied by the city.

Service Line A pipe connecting the city water main with the plumbing system of a water user.

Water Main A pipe or conduit for conveying potable water which is maintained by the city.

2. Character of Service

The City will endeavor, but does not guarantee, to furnish a continuous supply of electric energy and to maintain voltage and frequency within reasonable limits.

The City will endeavor, but does not guarantee, to furnish a continuous supply of water and/or wastewater services. The City shall not be liable for interruptions in the service, phase failure or reversal, or variations in the service characteristics, or for any loss of damage of any kind or character occasioned thereby, due to causes or conditions beyond the City's reasonable control, and such causes or conditions shall be deemed to specifically include, but not be limited to, the following: acts or omissions of customers or third parties; operation of safety devices except when such operation is caused by the negligence of the City's employees; absence of an alternate supply of service; failure, malfunction, breakage, necessary repairs or inspection of machinery, facilities or equipment the City has carried on a program of maintenance consistent with the general standards prevailing in the industry; acts of God; war; action of the elements; storm or flood; fire; riot; labor dispute or disturbances; or the exercise of authority or regulation by governmental or military authorities.

Before purchasing equipment, installing plumbing, or installing wiring, the customer should secure from the city, the characteristics of the service available.

No ownership rights in any facilities provided by the City shall pass to any person as a result of any contribution or deposit made under these rules. No deposits or contributions made by customers shall be refundable unless expressly so provided in these rules.

Notwithstanding any other provision of these rules, the City may interrupt, curtail or suspend electric service to all or some of its customers in accordance with the provision of Emergency Electrical Procedures rule and the City shall be under no liability with respect to any such interruption, curtailment or suspension.

3. General Provisions of Service

The City shall have complete control of all City water mains and sewers. All water mains and sewers connecting directly or indirectly with City water mains and sewers shall be constructed in accordance with City standards and specifications.

Where suitable service is available, the city will install overhead service connections from its distribution lines to a suitable point of attachment on the customer's premises designated by the city.

All residential customers shall install three-wire service entrance connections of not less than 100 ampere capacity, except as required with pre-manufactured mobile homes. All such service entrances shall comply with the National Electric Code and / or local electrical codes, whichever governs. Any poles, wires or other equipment required beyond the customer's meter shall be furnished, installed and maintained by the customer. The customer may have to provide a deposit and/or contribution if the service he requires cannot be provided from available distribution lines.

Should it become necessary for any cause beyond the City's control to change the location of the point of attachment of service connections, the entire cost of any necessary changes in the customer's wiring shall be borne by the customer.

The customer may be required to provide, at no expense to the city, space for the City's transformer installations on the customer's premises.

4. Unusual Facility Requirements

The City reserves the right to make special contractual arrangements as to the provisions of necessary service facilities, duration of contract, minimum bills, or other service conditions with respect to customers whose capacity requirements exceed 1,000 kW or whose establishments are remote from the City's existing suitable facilities or whose service requirements otherwise necessitate unusual investments by the City in service facilities or where the maintenance of the service is questionable.

5. Pole Attachment

The City Council may approve the attachment and insertion of other wire, cables and appurtenances to City owned poles or conduits through a pole attachment agreement. The attaching company shall pay for any engineering and "make ready" cost incurred by the City. The attaching company will be required to remove their wire, cables and appurtenances, in a timely fashion, if the city removes their pole. The attaching company will be required to reattach their wire, cables and appurtenances, in a timely fashion, if the city replaces their pole. From time to time, the City Council may reestablish the pole attachment fee schedule.

6 Use of Service

The City reserves the right to deny or terminate service to any customer whose plumbing, wiring or equipment shall constitute a hazard to the City's equipment or its service to others. However, it disclaims any responsibility to inspect the customer's plumbing, wiring or equipment and shall not be held liable for any injury or damage resulting from the condition thereof.

The customer shall so use the service as not to disturb the City's service to other customers. When such interference does occur, the customer may be required to alleviate such condition, and upon his failure so to do, the City may discontinue service.

The City shall not be obligated to furnish service in the case of gaseous or other lighting devices having low power factor whether newly installed, reconnected or moved to another location, unless the customer provides, at his own expense, suitable equipment for improving the power factor of such devices to at least eighty-five per cent (85%).

7. Access to Customer's Premises

The City shall have access to the customer's premises at all reasonable hours, to install, inspect, read, repair or remove its meters and other property and to inspect and determine the connected load in lamps, appliances, motors, etc. Neglect or refusal on the part of the customer to provide reasonable access shall be sufficient cause for discontinuance of service by the City and assurance of access may be required before service is restored

In cases of rental properties, it shall be the responsibility of the property owner to effect proper entrance for City personnel to discontinue some services. Failure to provide access may result in such services being continued with the property owners' liable for payment from the date of the tenant's service being discontinued.

Meters not accessible to read shall be estimated. See "Service Connections" section for details.

8. Application of Rates

A. General:

Copies of the City's rates for water, sewer, and electric service are available at City Hall and are open to public inspection.

The rates specified in this schedule are predicated upon the delivery of each class of service to a single metering point for the total requirements of each separate premises of the customer, unless otherwise provided for in the rate schedule. In no case, may service be shared with another or transmitted off the premises at which it is delivered. Service at different points and at different premises shall be separately measured and separately billed.

B. Combined Residence and Commercial or Industrial Service:

Where one building is used by a customer as a commercial or industrial establishment and also as a residence, the wiring shall be so arranged that the business part and residence part may be metered separately and each class of service billed on the appropriate rate. If separation is not affected, the combined service shall be billed under the appropriate General City Service Rate.

C. Choice of Rates:

In some cases, the customer is eligible to take service under any one of two or more rates. Upon request, the city will advise the customer in the selection of the rate which will give him the lowest cost of service, based on the information at hand, but the responsibility for the selection of the rate lies with the customer. Once a rate is selected, the customer will not be permitted to change to another rate until at least twelve months have elapsed. No refund will be made of the difference in charges under different rates applicable to the same class of service.

D. Special Minimum Charges:

Where the customer is billed on Rate "B", and the resistance type welders or other equipment which creates high demands of momentary duration is used, and the City continuously maintains transformers and distribution facilities primarily for the customer's use, the sum of the net monthly bill shall not be less than the following minimum charge for each contract year or any part thereof:

- i. \$7.00 per kVA for the first 10 kVA or less of transformer capacity, plus
- ii. \$2.00 per kVA for all over 10 kVA or transformer capacity.

If the customer provides and maintains the necessary transformers and other distribution facilities beyond the point of delivery, the minimum yearly charge shall be 50% of that specified above. In this event the City may elect to measure the supply of service on the primary side of the transformers, in which case 3% shall be deducted from the energy measurements thus made.

When, in any contract year, the customer's net monthly bills aggregate less than the annual minimum charge calculated as above, the deficiency for at the end of such contract year.

Customers subject to the above Special Minimum Charges shall sign a contract for at least one year.

E. Resale:

Except as to customers served under rates expressly made available for resale purposes, no customer shall resell his service to others except as permitted under this rule.

The owner or operator of an office building, apartment building, mobile home park or similar structure, whose combined requirements exceed 50 kW, may purchase energy from the City for resale to the tenants of the building on condition that service to each tenant shall be separately metered, that the tenants shall be charged for such service on the appropriate rate in the City's schedule available for similar service under like conditions, and that all the energy used in such building shall be purchased from the City. If any of these provisions should be violated, the City may refuse or discontinue service. In order to avail himself of the privilege or reselling to his tenants, the building owner's or operator's service contract shall provide for such resale privilege. The city will not furnish or maintain meters or other facilities for the resale of service by landlords to tenants.

The owner or operator of an office building, apartment building, mobile home park or similar structure, may purchase water from the City for resale to the tenants of the building on condition that service to each tenant shall be separately metered, that the tenants shall be charged for such service on the appropriate rate in the City's schedule available for similar service under like conditions, and that all the energy used in such building shall be purchased from the City. If any of these provisions should be violated, the City may refuse or discontinue service. In order to avail themselves of the privilege or reselling to his tenants, the building owner's or operator's service contract shall provide for such resale privilege. The city will not furnish or maintain meters or other facilities for the resale of service by landlords to tenants.

F. Apartment Buildings and Multiple Dwellings:

When service is supplied through a single meter to a building containing more than one apartment, the customer may have the option of being billed under either the Residence Service Rate or any

General Light and Power Service Rate. Not more than one choice in rate will be permitted, as to any customer, within any 12-month period.

For the purpose of billing under the Residential Service Rate, the initial charge, the kilowatt hour blocks and the minimum charge shall be multiplied by the number of apartments served through one meter, less one. Any apartment building or multiple dwelling containing less than nine rooms, however will be billed on a single customer basis.

To determine the number of apartments served through one meter, only those rooms, suites, or groups of rooms having individual cooking and kitchen sink accommodations within the unit shall be counted.

G. Unusual Facility Requirements:

The City reserves the right, with respect to customers whose capacity requirements exceed 1,000 kW, or whose establishments are remote from the City's existing suitable facilities, or whose load characteristics otherwise require unusual investments by the City in service facilities, to make special contractual arrangements as to the provision of necessary service facilities, duration of contract, minimum bills, or other service conditions.

9. Service Connections

The customer shall provide, free of expense to the City and close to the point of service entrance, suitable space for the installation of the necessary metering equipment. The customer shall permit only authorized agents of the City or other persons lawfully authorized so to do, to inspect, test or remove the same. If the meters or metering equipment are damaged or destroyed through the neglect of the customer, the cost of necessary repairs or replacements shall be paid by the customer.

Water meters shall be set horizontally in a clean and suitable place, easily accessible to City personnel. No person shall tamper with any meter or remove or break any seal placed on any meter. No curb box shall be opened and no curb stop shall be operated either to turn on or turn off a water supply by anyone other than a City employee. The City shall maintain the water service from the water main to the curb box. It will be the customer's responsibility to maintain the water service connection from the curb box to the building.

The City tests its meters at intervals for the mutual protection of the customer and the City, but the City will also test any meter upon request of the customer, provided the City is not required to make a test more often than once in six (6) months. Costs for customer requested meter testing shall be established by resolution.

Whenever a meter fails to register, the customer shall pay for service furnished during such period, an estimated amount based either upon the results of a test, upon the use during a similar period, upon both these methods, or by other known factors. If the duration of the meter error is not known, it shall be assumed to have existed for a period of half the time between the discovery of the error and the latest preceding meter test, but not for a period of more than six (6) months, and bills shall be re-computed on this basis.

Whenever other errors occur, the customer shall pay for service furnished during such period. If the duration of the error is known, bills shall be re-computed based on this duration but not to exceed 12 months.

10. Billing Policy

I. Billing and Payment Standards

Bills for utility service will be on approximately a monthly basis and shall be due and payable on or before the due date shown on each bill. The city will schedule meters to be read each month. In monthly periods intervening between actual meter readings, the bills shall (under ordinary conditions) be based on past service records. If, in any instance, the past service records are not available or practicable for use, then such billing shall be based upon such service data as is available. All accounts will be adjusted as necessary each time the actual meter readings are obtained.

II. Interest Policy

The City of Marshall Utility Department does not charge interest on amounts owed by its customers. Nor does the Utility Department pay interest on amounts owed to its customers.

III. Information

Periodically, the Utility Department receives requests for the status of customer accounts for the sale of property. All requests shall be made on a Request for Information form obtained from the Utility Department. The Utility Department shall have up to five business days to process such requests. All requests will be subject to any fees related to the dissemination of such information.

IV. Establishing New Service

A. Outstanding Utility Bills

The city may refuse making utility services available to anyone, regardless of current account status, who has outstanding or delinquent accounts with the City of Marshall.

B. Application for Service

Residential and/or business accounts must provide the following documentation to establish a new account: name; address; phone number; date of birth; United States government or state government issued photo ID, driver's license, military ID or passport; and copy of mortgage or purchase or lease agreement. Driver's license or other photo ID's, except passports, issued by a foreign government are not acceptable.

The City of Marshall has established an Identity Theft Prevention Program designed to detect, prevent and mitigate identity theft in connection with the opening of a covered account or an existing covered account and to provide for continued administration of the program in compliance with the Federal Trade Commission's Red Flags Rule (Part 681 of Title 16 of the Code of Federal Regulations) implementing sections 114 and 315 of the Fair and Accurate Credit Transactions Act (FACTA) of 2003.

C. Landlord/Tenant Policy

i. A Landlord must provide a copy of the lease agreement and a Landlord/Tenant Affidavit at a time when the account is current. The lease must contain language that the tenant is responsible for the utility bills. Upon the filing of a lease agreement and affidavit, the tenant shall be responsible for a \$150.00 utility deposit, which is held until the account is terminated and applied to the final bill. Any unpaid amount may be turned over to a third party for collection.

ii. If no affidavit is filed, then pursuant to City Ordinance, any utilities delinquent for six months or more may be placed as a lien on the premises to which the service is provided and charged on the next property tax bill for the premises. In this case, the tenant must pay a \$100.00 utility deposit payable at the time service is established. Once the tenant finalizes the account, the deposit will be applied to the tenant's final bill for that premise, with any excess amount being refunded to the tenant.

iii. Service may be established in the landlord's name. When a tenant is applying for service on a rental property, a written lease agreement shall be required to ensure that the applicant is the legal tenant of the property. All tenants on such agreement shall be included as responsible parties on the utility account. If no lease is provided, then the landlord/property owner is responsible for the utilities.

D. Deposit Required

i. The City of Marshall may require a deposit by the customer. No interest is accrued or paid on deposits held. Deposit is applied to the final bill of any account if customer is leaving the City of Marshall utility service. Deposit may be transferred to new service location if customer remains in the City of Marshall utility service area. Deposit amounts and restrictions thereto are as follows:

ii. Residential Customers

\$50 deposit for unoccupied properties, on the market waiting to be sold.
\$100 or \$150 deposit required for tenant occupied premises*

Upon receipt of regular payments on or before required due date for 12 consecutive months, deposit will be applied to the next regular utility billing.

*Check Landlord/Tenant Policy if applicable.

iii. Commercial and Industrial Customers

\$150 deposit required at time of application for service. After minimum six months usage and at any time thereafter, City of Marshall may require additional deposit up to one-month average charges for all utilities provided.

- iv. Deposit is held as long as utility service is provided. Deposit will be applied to final billing upon termination of service.
- v. Any account that had been submitted to a collection agency or had a bad debt with the City shall require a deposit in an amount to be determined by the City to establish a new account.
- vi. Customers may request that service deposits be transferred when changing service from one location to another. However, all amounts in arrears on the original account (including the most recent billing if past the established due date) must be paid. This payment takes effect at the time of a change of service. Failure to pay all arrears may require deposits being applied to the original account and a new service deposit for the new location.
- vii. In cases of bankruptcies, deposits will be credited to any outstanding account balances as of the court file date. New deposits may be required for post-petition balances according to the above and in conformance with bankruptcy laws.
- viii. Additional service deposits may be required from any City customer who writes two no- account or NSF checks in any twelve-month period.
- ix. Additional service deposits may also be required before restoring service to any customer whose service has been disconnected in order to ensure the credit worthiness of the account. The additional deposit shall be based on the credit history of the account and the average monthly billed amount.

V. Customer Payment Responsibilities

- A. Bills are due approximately 18 days after they are issued. Payments received by mail are considered on time when received in the office on or before the printed "Due" date. When bills are not paid on or before the due date, the bill will be considered delinquent. Within two business days following the due date, a late fee of 5% of the total delinquent amount will be charged to the account. Additional tag fees and reconnection fees may also apply.
- B. The city accepts checks, money orders, credit cards, debit cards and cash. Any loose coins over \$5.00 must be rolled and initialed. Customers may also make payments using their checking/savings account, credit card or debit card by an automated payment Service. The automated payment Service information is available Online at www.cityofmarshall.com, then clicking the Utility Billing Department page.

VI. Automated Payment Plan

- A. The city will make available to its customers an automated payment plan for payment of utilities. The initial request from a service holder shall be in the form of a written agreement. The payment plan may be established for an indefinite

period or for a specified period of time. Any account which incurs two returned electronic funds transfer transactions in a twelve- month period may be removed from the plan and may be ineligible for reinstatement. Automated payment plans will terminate upon payment of final bill.

B. Automated payment plans can be terminated at any time upon the written request of the customer. The City reserves the right to terminate from this plan any and all parties who do not comply with the terms of the plan agreement.

VII. Budget Billing

The city will make available to qualified customers a budget payment plan for payment of utilities. The budget payment plan will be available only when a history of usage and payments, for any service location, for a period of not less than twelve months has been established. To enroll in the budget payment plan, (1) the account must be current at the time of the agreement; and (2) the account must be enrolled in our automatic payment plan to ensure the agreed amount is paid monthly. All customers will receive an information sheet and must submit a signed form in order to enroll in Budget Billing. The budget payment plan will be reviewed periodically but at least annually. Adjustments to budget payment plan payments may be made as deemed necessary. The City reserves the right to terminate from the plan any and all parties who do not comply with the terms of the plan agreement.

VIII. Payment Arrangements

A. A customer will be allowed to have payment arrangements not extending beyond their most current billing due date. Only one payment plan in effect at any given time.

B. If a customer breaks their payment arrangement, they shall be required to pay the arrears plus a turn-on fee in order to have their service reestablished.

C. If a customer breaks their arrangement three times, they will be required to pay their account in full, including any turn-on fees, before their service will be reestablished. Additional deposit may be required as well, per "Deposit Required" section.

D. Payment plans may require a signature. The utility may accept other arrangements at their discretion.

E. Arrangements can only be made by the customer whose name appears on the account. Identification may be required.

IX. Returned Check

If customer payment (check) is returned to the City of Marshall by the bank for any reason, customer will be notified by first class mail. Said notice will require payment in the form of cash, cashier's check or money order within seven (7) days of notification of returned check any processing fees. Failure to make required payment as indicated by the written notice may result in a utility service turn off. If

service is discontinued due to a returned check, customer shall be required to pay the account balance in full, including any turn-on fees and an additional deposit, before their service will be reestablished. The City of Marshall reserves the right to accept or decline personal checks.

X. Late Billing Process

All City of Marshall utility customers shall be notified of their current billing status by means of an invoice mailed on the billing date of each cycle. Bills are due approximately 18 days after they are issued. Should a balance forward exist on a customer's account, a disconnect notice will print on the current billing. If two billing periods become unpaid and delinquent, the customer's door is tagged with notice of pending shut off and charged \$25. If payment is not received, shut-off may take place within 48 hours, pursuant to Section XI contained herein.

The City of Marshall takes no responsibility for lost, delayed, damaged or misdirected mail, either to the customer or to the City of Marshall.

XI. Physical Shutoff of Service

A. Time of Shutoff

1. Shutoff will occur only between the hours of 8:00 a.m. and 3:30 p.m., Monday through Friday.

B. Manner of Shutoff

1. The employee performing the shutoff will have in their possession a copy of the delinquent account or arrangement.
2. The employee performing the shutoff is allowed to accept payment from the customer. A \$20.00 collection fee plus the total amount owed will be required to avoid shut-off. If an arrangement is needed, the Customer Service Manager will be contacted and if approved, will need a signature by 12:00 p.m. the following day or the customer will be turned off again.
3. If payment is made to collection serviceman, only checks and money orders will be accepted.
4. If the customer is not at the premises, the employee may shut off service.
5. After shutoff has been completed, a neon green tag will be placed on the customer's door to inform them that their power has been disconnected and explain the process to reconnect their service.

C. Medical Emergency Shutoff

1. Shutoff will be postponed for a reasonable time, but no longer than 30 days, if the customer presents a certificate or doctor's notice stating that without the utility the existing medical emergency of the customer or a family member of the customer, living at the residence where the utility is supplied would be aggravated.
2. Postponement can reoccur if a doctor's notice or certificate is

presented each time, but shall not exceed a total of 90 days in a calendar year.

D. Restoration of Service

1. Service will be restored as soon as possible after the customer has made acceptable payment.
2. The customer will be charged a turn-on fee as set forth in Section XIII.

E. Winter Turn-off Policies (November 1 through March 31)

1. Customers will still be responsible for their utility bills in the winter months.
2. A customer will not be turned off when the low temperature of the schedule shut off day is 15 °F or below.
3. Arrangements during this time can be made at City Hall between 8:00 a.m. – 5:00 p.m., Monday through Friday. They may also be placed in the city drop box at any time.

F. Removal/Tampering of City Equipment

1. The removal of any City equipment including meter seals or the disconnecting of any City wire will result in a \$100.00 fine, and/or immediate shut-off until further notice.

*All of the previous are misdemeanor offenses.

ALL CUSTOMERS WITH LIFE-SUPPORTING EQUIPMENT WILL NEED TO NOTIFY THE CITY OF MARSHALL UTILITY DEPARTMENT AT (269) 781-3967 TO PREVENT A POSSIBLE INTERRUPTION OF SERVICE.

XII. After-Hours Service

The green tag, as set forth in X - "Late Billing Process", will instruct the customer to call the after- hours emergency telephone number to re-establish their service after-hours.

- A. After-hours is defined as any time outside of the hours of 8:00 a.m. and 3:30 p.m. Monday through Friday (except holidays).
- B. In addition to delinquent amounts owed, the customer will be responsible for a \$115.00 turn-on fee.
- C. Instructions will be given over the telephone for payment to be in money-order form, and a time shall be scheduled for the Meter Technician to come to service location to receive payment and restore service.
- D. The Meter Technician will make sure the correct amount is paid with a money order and then restore service. If proper payment is not received by the Meter Technician at the service location at the scheduled time, service will not be restored, and the customer shall still be charged the \$115.00 fee.

XIII. Turn-on Fees

The charge for reconnecting a service that has been shut-off for 1) non-payment of a delinquent account, including NSF check; 2) failure to pay the deposit when required; or 3) failure to comply with the Standard Rules and Regulations will be as follows:

\$25.00 -- 8:00 a.m. – 3:30 p.m. Monday through Friday (except holidays)
\$115.00 -- All other times

XIV. Delinquent Accounts

The City of Marshall Utility Department will perform due diligence in collecting amounts owed by its customers. Ultimately, the person(s) under whom the account has been established will be responsible for payment except as indicated in Section II. Every effort will be made to collect amounts owed up to and including Civil Litigation.

In order to collect money owed, the City reserves the right to apply any payment on one or more account balance if the payee can be identified on the account as applicant or co-applicant. This shall apply to all account balances regardless of status (i.e., delinquent or current).

The charges for services furnished to a premises, which under the provisions of Act 94, Public Acts of 1933, of the state, as amended, are made a lien on the premises to which furnished, and those charges delinquent for 6 months or more on April 1st may be certified annually to the proper tax assessing officer or agency who shall enter the lien on the next tax roll against the premises to which the services have been rendered, and the charges shall be collected and the lien shall be enforced in the same manner as provided for the collection of taxes assessed upon the roll and the enforcement of the lien for the taxes.

However, in a case when a tenant is responsible for the payment of the charges and the governing body is so notified in writing, the notice to include a copy of the lease of the affected premises, if there is one, then the charges shall not become a lien against the premises after the date of the notice. In the event of filing of the notice, the City shall render no further service to the premises until a cash deposit is made as security for the payment of the charges. In addition to any other lawful enforcement methods, the payment of charges for services to a premises may be enforced by discontinuing the services to the premises.

11. Overhead Extension Policy

The city will not extend or allow the extension of City water mains and sanitary sewers to service parcels outside of the city limits without an agreement between the city and the Township. Parcels outside the City may be served if water mains and sanitary sewers exist, by approval of the City Manager or their designee.

Proposed extensions of the City water or sanitary sewerage systems must be approved and a construction permit issued by the Michigan Department of Environmental Quality.

When application is made for electric service which requires the extension of the City's existing distribution lines, the city will make such extensions at its own cost when the estimated annual revenue, probably stability of the business and prospective load growth reasonable warrant the capital expenditure required.

Under the above rule, the City will ordinarily make such pole and wire line extensions at its own cost:

- A. When the length of such extensions (as measured from pole to pole) to serve residential customers does not exceed 2400 lineal feet for each permanent year-around residence and 300 lineal feet for each permanent private resort dwelling to be immediately served when the extension is completed, or
- B. When the cost of such extensions to serve commercial lighting and/or secondary power customers does not exceed three times the amount of the estimated annual revenue to accrue from the permanent customer(s) to be immediately served when the extension is completed, or
- C. When the cost of such extensions to serve primary power, customers does not exceed three times the amount of the estimated annual revenue to be received from the permanent customer(s) to be immediately served when the extension is completed.

Where the length (or cost) of the line extension is greater than that specified above, the city will charge the applicant, the actual cost associated with the extension.

12. Underground Extension Policy

A. General

This policy sets forth the conditions under which the City will install underground electric distribution systems in residential subdivisions, and underground service connections from overhead or underground electric distribution systems for single dwellings and for multiple or apartment dwellings containing not more than nine apartments.

The City will provide, own, maintain and specify the location of all underground cables, service connections, surface mounted transformers, power terminal pedestals, meters, and associated equipment used in such installations, and no ownership rights therein shall pass to applicants or customers by reason of any contribution required hereunder.

Prior to installation of any such residential underground electric distribution system or service connection, the applicants(s) shall enter into a written contract with the City describing the proposed installation and setting forth the respective agreements of the applicant(s) and the City in regard to such installation.

Street lighting, if any, will be served underground in areas served directly by residential underground electric distribution systems. The character and location of the street lights and cables shall conform to specifications prepared by the City. Any additional cost incurred because of the use of special street lighting posts and/or luminaries shall be borne by the sub-divider with credit allowed for standard construction using wood poles and 2500 lumen luminaries and brackets.

City of Marshall Utilities Rate Classifications and Standard Rules and Regulations

The following fees may be waived if trench of proper depth (primary: 42" minimum and 54" maximum; secondary: 24" minimum and 36" maximum) meeting the City of Marshall specifications is provided and backfilled by the customer.

Underground Residential Electric Distribution and Services may be charged a rate of \$6.00 per foot and will constitute an in-aid-of-construction fee representing the difference in cost between overhead and underground.

Underground Commercial and Industrial Distribution and Services may be charged a rate of \$8.00 per foot and will constitute an in-aid-of-construction fee representing the difference in cost between overhead and underground.

B. Underground Distribution Systems

i. General

Prior to the installation of a residential underground electric distribution system, the applicant(s) shall furnish, at no expense to the City, recordable easements, in form and substance satisfactory to the City granting rights of way suitable for the installation and maintenance of the residential underground electric distribution system and the street lighting cables as designed by the City for present and future service to the subdivision.

ii. Original Installations

At the request of any applicant(s), the city will, if feasible, install an underground electric distribution system in a residential subdivision for a group of 10 or more lots which are separated, if at all, only by streets or alleys.

The applicant(s) shall provide, at no expense to the City, rough grading (within 6 inches of finished grade) of the area covered by the rights of way so that the underground electric distribution system and the street lighting cables, if any, can be properly installed in relation to the finished grade. Permanent survey stakes indicating property lines must be installed and maintained by the applicant(s) at no expense to the City, after rough grading.

If temporary overhead service is installed for the convenience of the applicant(s) for residential construction purposes, the applicant(s) shall be required to pay the in-and-out costs of such overhead facilities in the underground area.

iii. Conversion of Existing Overhead Distribution Systems

At the request of any applicant(s), the city will, if feasible, convert an existing overhead electric distribution system to an underground distribution system.

In the case of an underground service connection from an overhead distribution system, the service cable shall be measured from the point of connection of the underground service with the Marshall Utilities overhead conductors to the meter, if the meter is mounted on the exterior of a building wall on the customer's premises, or to the point of service entrance if the meter is not mounted on the exterior of a building wall on the customer's premises; provided, however, that if it is necessary for the Marshall Utilities to extend the underground service connection under a street or road in order to comply with the customer's request, the contribution for that portion of the service cable installed under

the traveled portion of the street or road shall be the estimated cost thereof.

In the case of an underground service connection from an underground distribution system the service cable shall be measured from the Marshall Utilities surface mounted transformer or power terminal pedestal, of which will be located on or as near as practicable to the customer's property line, to the meter if the meter is mounted on the exterior of a building wall on the customer's premises, or to the point of service entrance if the meter is not mounted on the exterior of a building wall on the customer's premises.

In the case of an overhead service connection to an overhead distribution system, all conversions to an underground service connection will be paid for entirely by the customer.

Winter premium trenching fees may be charged.

13. Inspection

Service will not be supplied to any new or any remodeled installation until such installation has been inspected and approved by the City and such installation is in accordance with the City's Standard Rules and Regulations in force at the time of inspection.

14. Fire Hydrant Use

Only City personnel or others specifically authorized shall operate fire hydrants. Requests to use water from fire hydrants may be granted by the city when proper backflow prevention is furnished. A fire hydrant meter shall be used and the appropriate fees and rates charged.

15. Retail Customer Demand Response

Retail customers shall be prohibited from participating in any demand response program except one provided by the City of Marshall, Michigan. This authority is provided by the Federal Energy Regulatory Commission Order No. 719 of 2008 and a resolution adopted by the City of Marshall, Michigan City Council on January 20, 2009.

16. Non-Emergency Turn-off

A customer may request to have their water and/or electric utilities disconnected for non-emergency purposes. The utility will assess a \$20 fee for the disconnect services and an additional \$20 to reconnect.

17. Lawn Sprinkling Sewer Commodity Reduction

The sewer commodity charge will be reduced automatically during the months of June, July, August, and September to residential customers. The credit calculation average will be based on the water usage during the months of January, February, and March. If there is no use on the account for those months, credit will not be given. The credit calculation average is to be no less than 100 cubic feet per month.

18. Net Metering Program

Eligibility

Customers must meet the following criteria to be eligible for net metering:

- (1) An applicant must be a City of Marshall electric customer.
- (2) Only qualified renewable energy sources are eligible to participate in the Net Metering Program. These sources are solar, wind, biomass, hydro, geothermal, or other approved renewable resources.
- (3) The nameplate capacity of the renewable generator must be less than 30 kilowatts (kW).
- (4) The renewable generator may not be sized to exceed the customer's annual electrical energy needs.
- (5) Customers using biomass may not blend it with any type of fossil fuel.

Enrollment

Customers who wish to participate in the Net Metering Program must meet the Customer Owned Generation Interconnection Policy as well as the Electric Generator Interconnection Requirements for projects with aggregate generator output less than 30 kW. The Generator Interconnection Requirements document outlines the process, requirements, and agreements used to install or modify generation projects with aggregate capacity ratings less than 30 kW and designed to operate in parallel with the utility electric system. Technical requirements (data, equipment, relaying, telemetry and metering) are defined according to type of generation and location of the interconnection. The process is designed to provide an expeditious interconnection to the utility's electric system that is both safe and reliable.

To start the Net Metering application process, the customer must complete the Interconnection Application. After the City of Marshall has reviewed the application an interconnection study may be required. The customer is responsible for any costs associated with the interconnection study and the cost of the construction of the interconnection.

Generator and Generator Interconnection Requirements

Generator Requirements - The customer's electric generator must be fueled by a qualified renewable energy source; solar, wind, biomass, hydro, geothermal or other approved renewable resources.

The generator must be located on the customer's premises and serving only the customer's premises. For non- dispatchable generators, the nameplate rating of the generator shall be less than 30 kW in aggregate and the generator's annual output may not exceed the customer's annual energy needs, measured in kWh. The customer is required to provide the company with a capacity rating in kW for the generating unit and a projected monthly kilowatt-hour output of the generator unit when completing the City of Marshall Interconnection Application.

Interconnection Requirements - Customers must meet approved interconnection requirements before participating in this program.

Metering Requirements

City of Marshall's Net Metering Program requires that the customer have an electronic bi-directional billing meter. This meter will ensure that the customer receives the proper credits for electric generation in excess of their consumption. All metering equipment must meet the City of Marshall is standard specifications and requirements and will be furnished, installed, read, maintained, and owned by the City of Marshall.

Billing

Participating customers will be billed based on the net difference between the amount of electrical energy used and electrical energy generated. If the amount of electrical energy generated exceeds the amount consumed the bill will include a generation credit. Net Excess Generation (NEG) Credits for the electrical energy generated above the current month's consumption will be carried over to the next billing period.

The Net-Metering Program applies to customers on Rate A, A-1, LS, B, C, B-1, D, and D-2.

No refunds will be made for any customer contribution under this tariff or for any other costs incurred by the customer in connection with the Net Metering Program

Net Excess Generation Credits

Net Excess Generation (NEG) Credit is the amount of electrical energy generated by a Net Metering participant using a renewable energy source, in excess of the customer's own electric metered use in any billing month.

One NEG Credit equals the Energy Charge for one kilowatt-hour of electrical energy as shown on the customer's rate schedule.

Any negative credits that exist at the end of each program year will be forfeited. NEG Credits are nontransferable.

If a customer terminates participation in the Net Metering Program, NEG Credits will be applied to the customer's final bill. Any remaining credits will be forfeited.

Program Availability

The Net Metering Program is voluntary and is available on a first-come, first-serve basis until the nameplate capacity of all participating generators is equal to the maximum program limit of 1.0% of the City of Marshall's system peak demand for all customers during the previous calendar year.

Program Termination

City of Marshall may terminate a customer's participation in the Net Metering Program if the customer's facilities are causing a safety concern or if the customer's facilities are not in compliance with the Generator Interconnection Standards.

Customers may terminate their participation in the Net Metering Program at any time for any reason on sixty days' notice.

Customer Owned Generation Interconnect Policy

Intent: It is the intent of the City of Marshall to allow the electrical interconnection of qualified renewable energy sources to the City of Marshall distribution system in accordance with the provisions of this article.

Guidelines:

1. City of Marshall

- a. Will ensure the interconnection is in compliance with Public Utility Regulatory Policies Act (PURPA) and Federal Energy Regulatory Commission (FERC) rules and regulations, as applicable.
- b. Will inform potential power producers that they have the responsibility to comply with all federal, state, and local regulations.
- c. Will, upon completion of a satisfactory Interconnection Study, provide interconnection service to any electric consumer installing a less than 30 kW generation unit. Service is evaluated and provided on a case-by-case basis and will require a separate Interconnection and Operating Agreement.
- d. Will, upon completion of a Satisfactory Interconnection Study, provide interconnection service to any electric consumer installing less than a 30-kW generating unit in which the primary energy source must be solar, biomass, waste, wind, geothermal, or approved renewable energy sources.
- e. Will own the meters utilized for billing.

2. The Customer

- a. Shall install and own conductors and equipment up to the service point as specified in the City of Marshall Overhead Extension Policy and Underground Service Connections.
- b. If the City of Marshall determines that an Interconnection Study is needed the study will be conducted at the customer's expense.
- c. Shall make application to the City of Marshall for the proposed installation, obtain approval of the location, equipment, and design before starting installation, and pay any City of Marshall construction fees for system improvements as specified in the City of Marshall Overhead Extension Policy and Underground Service Connections.
- d. Shall submit a plan view drawing of the installation and shop drawings of switchgear to the City of Marshall for approval prior to finalizing orders for service equipment to avoid delays and unnecessary expense to the customer and the City of Marshall.
- e. The interconnection and parallel operation of generation equipment shall be in conformance with prudent utility practices, shall maintain the integrity of the City of Marshall distribution system and ensure no adverse impacts upon the quality of service to other City of Marshall customers.

f. Protection, safety, and interconnect equipment must meet standards of accepted good design, engineering, electric safety practices, and all applicable local, state, and federal electrical installation and safety codes.

g. A suitable disconnect, interconnection breaker, and interconnect relay shall be installed to automatically disconnect and isolate the generation facility from the City of Marshall distribution system in the event of a service interruption. The automatic disconnect equipment shall receive its voltage and frequency reference from the City of Marshall service lines. Such equipment must be capable of preventing the generation facility from energizing the City of Marshall's service lines during a service interruption.

h. Electrical parameters such as fault protection, voltage levels, synchronization, grounding, harmonics, power factor, voltage regulation, flicker, and frequency regulation shall comply with the latest edition of The Institute of Electrical and Electronic Engineers "Standard for Interconnecting Distributed Resources with Electric Power Systems" (IEEE Standard 1547-2008).

i. Any exceptions to the above requirements must be specifically approved by the City of Marshall.

**CITY OF MARSHALL UTILITY RATE CLASSIFICATIONS AND STANDARD RULES
AND REGULATIONS SUPPLEMENTAL RULE TO SECTION 10 BILLING POLICY
GENERAL SHUTOFF RULES EFFECTIVE NOVEMBER 1, 2009**

1. City of Marshall shall not use an electric service limiter
2. City of Marshall shall refund any late fees, fines, or payments related to a shutoff or resumption of service if those late fees, fines, or payments were improperly assessed because of the failure to provide a shutoff notice as required by these Rules.
3. Notwithstanding other requirements of this Rule, service may be shut off temporarily for reasons of health or safety or in a state or national emergency. When service is shut off for reasons of health or safety, a reasonable attempt shall be made to leave a notice at the premises if feasible.
4. City of Marshall may shut off or terminate service to a residential customer for any of the following reasons:
 - A. The customer has not paid a delinquent account that accrued within the last six (6) years.
 - B. The customer has failed to provide a deposit or guarantee as required.
 - C. The customer has engaged in unauthorized use of the utility's service.
 - D. The customer has failed to comply with the terms and conditions of a payment plan.
 - E. The customer has refused to arrange access at reasonable times for the purpose of inspection, meter reading, maintenance, or replacement of equipment that is installed upon the premises or for the removal of a meter.
 - F. The customer misrepresented his or her identity for the purpose of obtaining service or put service in another person's name without permission of the other person.
 - G. The customer has violated any rules of City of Marshall so as to adversely affect the safety of the customer or other persons or the integrity of the system.
 - H. A person living in the customer's residence meets both of the following:
 - (i) Has a delinquent account for service with City of Marshall within the past three (3) years that remains unpaid.
 - (ii) The customer lived in the person's residence when all or part of the debt was incurred. City of Marshall may transfer a prorated amount of the debt to the customer's account, based upon the length of time that the customer resided at the person's residence. This subdivision does not apply if the customer was a minor while living in the person's residence.
 - I. The customer has not paid for service at a premises occupied by another person, and it is not feasible to provide service to the occupant as a customer without a major revision, as determined by the utility, of existing distribution facilities.
5. Subject to applicable third-party consent, a customer will be permitted to designate a third party to receive bill notifications, including shutoff notices, on the customer's behalf. Such notices may be provided to both the designated third party and the customer.

City of Marshall Utilities Rate Classifications and Standard Rules and Regulations

6. A. City of Marshall shall supply information regarding the following to customers at least two (2) times a year:
 - (i) The energy assistance telephone line number at the Michigan Department of Human Services or an operable 2-1-1 system telephone number.
 - (ii) Medical emergency and critical care protections provided in these Rules.
 - (iii) Military shutoff protections pursuant to MCL 460.9c.
 - (iv) Low-income protections provided in these Rules.
 - (v) Senior citizen protections provided in these Rules.
- B. The information required under Subsection (A) may be supplied in or on a customer's bill, in a bill insert, in a newsletter issued to customers, a public forum, newspaper announcement, an electronic communication, or in any other manner approved by the governing body of the utility.
7. City of Marshall shall, at least once per year, attempt to identify senior citizen customers by at least one (1) of the following methods:
 - A. Conducting customer interviews.
 - B. Obtaining information from a consumer reporting agency or consumer reporting service.
 - C. A personal or automated telephone call where direct contact is made with a member of the customer's household or a message is recorded on an answering machine or voice mail.
 - D. First class mail.
 - E. A personal visit to the customer.
 - F. A written notice left at or on the customer's door.
 - G. On a bill or in a bill insert.
8. Service shall not be shut off unless a notice is sent to the customer by first class mail or is personally served not less than ten (10) days before the date of the proposed shutoff. A record of the date the notice was sent shall be maintained.
9. A notice of shutoff shall contain all of the following information:
 - A. The name and address of the customer, and the address at which service is provided, if different.
 - B. A clear and concise statement of the reason for the proposed shutoff of service.
 - C. The date on or after which service may be shut off unless the customer takes appropriate action.
 - D. The telephone number and address where the customer may make inquiry or file a complaint.
10. For an involuntary shut off, at least one attempt, in addition to the notice provided in Section 8, shall be made one or more days before the shutoff of the service to contact the customer by one (1) or more of the following methods:
 - A. A personal or automated telephone call where direct contact is made with a member of the customer's household or a message is recorded on an answering machine or voice mail.
 - B. First class mail.

- C. A personal visit to the customer.
 - D. A written notice left at or on the customer's door.
11. All attempts to contact the customer under Section 10 shall be documented.
12. Service may be shut off to a customer on the date specified in the notice of the shutoff or within ten (10) days following that date. If service is not shut off and a subsequent notice is sent, then service shall not be shut off before the date specified in the subsequent notice. Shut off shall occur only between the hours of 8 a.m. and 3 p.m., but not later than 2 hours before the close of business.
13. Service shall not be shut off on a day, or a day immediately preceding a day, when services cannot be restored.
14. Not later than two hours before the close of the utility's business on the day service is shut off, a notice shall be left at the customer's residence stating that service has been shut off and providing the address and telephone number where the customer may arrange to have service restored. Alternatively, a contact by telephone may be made with an adult who identifies himself or herself as a person living at the residence providing the same information within the same time frame.
15. No later than three (3) business days after shutting off service to an eligible senior citizen customer, City of Marshall shall make at least two attempts to contact that customer to advise the customer of the actions that the customer must take to have his or her service restored.
- A. The following notification methods may be used to contact the customer:
 - (i) A personal or automated telephone call where direct contact is made with a member of the customer's household or a message is recorded on an answering machine or voice mail.
 - (ii) First-class mail.
 - (iii) A personal visit to the customer.
 - (iv) A written notice left at or on the customer's door.
 - (v) Any other method approved by the governing body of the utility.
 - B. A communication described in Subsection (A)(iii) or (iv) made on the day of disconnection meets the requirements of this Rule.
 - C. A message left on an answering machine or voice mail or a written notice left at or on a customer's door must include a toll free or local telephone number indicating that it may be used to contact a representative of City of Marshall regarding restoration of service.
 - D. The notice requirement of this section may be met with regard to a senior citizen customer by, within three (3) business days of shutting off service, making a

documented referral of that customer to a social service or government agency.

16. Reasonable efforts shall be made to restore service on the day the customer requests restoration. Except for reasons beyond the control of City of Marshall, the service shall be restored not later than the first working day after the customer's request.

17. A charge may be assessed for restoring service.

COOLING SEASON SHUTOFFS

18. Each morning, the temperature forecast in the (local newspaper or another other index) will be reviewed. If the temperature forecast for the current day OR the following day is 95 degrees or greater, eligible senior citizen customers will not be disconnected on the current day. For Fridays, customers will not be disconnected if the forecast is for 95 degrees or greater for Friday, Saturday or Sunday.

HEATING SEASON SHUTOFFS

19. City of Marshall shall not shut off service to a customer during the heating season for nonpayment of a delinquent account if the customer is an eligible senior citizen customer or if an eligible low income customer enters into a winter protection payment plan to pay to the utility a monthly amount equal to 7% of the estimated annual bill for the eligible low income customer or the eligible low income customer and the utility mutually agree upon a winter protection payment plan with different terms and the eligible low income customer demonstrates, within 14 days of requesting shutoff protection, that he or she has applied for state or federal heating assistance. If an arrearage exists at the time an eligible low-income customer applies for protection from shut off of service during the heating season, the customer should be permitted to pay the arrearage in equal monthly installments between the date of application and the start of the subsequent heating season.

20. If an eligible low-income customer fails to comply with the terms and conditions of a winter protection payment plan, or if the customer fails to pay a monthly installment on a preexisting arrearage, service may be shut off after giving the customer a notice, by personal service, or first-class mail, that contains all of the following information:

- A. That the customer has defaulted on a winter protection payment plan or has failed to pay a monthly installment on a preexisting arrearage.
- B. The nature of the default.
- C. That unless the customer makes the payments that are past due within ten (10) days of the date of mailing, service will be shut off.
- D. The date on or after which service will be shut off, unless the customer takes appropriate action.
- E. That the customer may dispute the claim in writing before the date of the proposed shutoff of service.
- F. That the utility will not shut off service pending the resolution of a dispute.

- G. The telephone number and address where the customer may make inquiry or file a complaint.
- H. That the customer should contact a social services agency immediately if the customer believes he or she might be eligible for emergency economic assistance.
- I. That the shut off will be postponed if a medical emergency exists at the customer's residence.
- J. That a deposit and restoration charge may be required if the utility shuts off service for nonpayment of a delinquent account.

SHUTOFF OF CRITICAL CARE OR MEDICAL EMERGENCY CUSTOMERS

21. Shutoff shall be postponed for not more than 21 days if the customer or a member of the customer's household is a critical care customer or has a certified medical emergency. The customer's certification shall identify any medical or life-supporting equipment being used, and the specific time period during which the shutoff of service will aggravate the medical emergency. Shut off may be extended for further periods of not more than 21 days, not to exceed a total postponement of shutoff of service of 63 days, only if the customer provides additional certification that the customer or a member of the customer's household remains a critical care customer or has a certified medical emergency. If shutoff of service has occurred without any postponement being obtained, the service shall be restored for not more than 21 days, and shall continue for further periods of not more than 21 days, not to exceed a total of 63 days in any 12-month period per household member. Annually, shutoff extensions totaling more than 126 days per household will not be given.

22. As used in these Rules:

- A. "Critical care customer" means a customer who requires, or has a household member who requires, home medical equipment or a life support system, and who has provided appropriate documentation from a physician or medical facility to the City of Marshall identifying the medical equipment or life-support system and certifying that an interruption of service would be immediately life threatening.
- B. "Electric Service Limiter: means an electric meter or device used in conjunction with an electric meter that automatically interrupts all electric service to a customer without intervening direction from the City of Marshall when a utility-imposed peak usage limit is exceeded.
- C. "Eligible low-income customer" means a customer whose household income does not exceed 150% of the poverty level, as published by the United States Department of Health and Human Services, or who receives any of the following:
 - (i) Assistance from a state emergency relief program.
 - (ii) Food stamps.
 - (iii) Medicaid.
- D. "Eligible senior citizen customer" means a customer who is 65 years of age or older and who advises the City of Marshall of his or her eligibility.

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- E. "Heating season" means November 1 through March 31.
 - F. "Medical Emergency" means the existence of a medical condition of the customer or a member of the customer's household, certified by a physician or public health official on official stationery, which will be aggravated by the lack of utility service.
 - G. "Senior Citizen Customer" means a customer of City of Marshall who is 65 years of age or older.
23. These Rules shall be part of the terms and conditions of the contract for service between City of Marshall and the customer.
24. These rules apply only to residential customers.