

# CITY COUNCIL AGENDA

## Regular Meeting

April 15, 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 - April 1, 2024  
Regular Session - April 1, 2024
  - B. **City Bills**

|                     |                     |
|---------------------|---------------------|
| Purchases 3/28/2024 | \$58,529.74         |
| Purchases 4/5/2024  | \$473,676.68        |
| Purchases 4/10/2024 | \$200,854.71        |
| <b>TOTAL</b>        | <b>\$733,061.13</b> |
  - C. **CHAPTER 53.03, ELECTRIC RATES ORDINANCE AMENDMENT - REINTRODUCTION & SET PUBLIC HEARING**
  - D. **SCHULER'S SIDEWALK USE PERMIT**
  - E. **AMERICAN LEGION POST 79 POPPY SALE REQUEST**
- 8) **PRESENTATIONS AND RECOGNITIONS**
- 9) **INFORMATIONAL ITEMS**
  - A. **2024 ACTION PLAN - 1st QUARTER UPDATE**
- 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. **500 INDUSTRIAL RD SPECIAL LAND USE**
  - B. **CHAPTER 53.03, ELECTRIC RATES 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. FOIA APPEAL REQUEST - MR. GLENN KOWALSKE**
- B. DIRECT TV UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT RENEWAL**
- C. TRASH, LEAF, AND BRUSH REMOVAL MILLAGE RENEWAL**

**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**

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## CITY COUNCIL MINUTES

April 1, 2024

Work Session - 6:00 PM

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**1) CALL TO ORDER**

IN A WORK SESSION held on Monday, April 1, 2024 at 6:03 PM in the Training Room of City Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Schwartz.

**2) ROLL CALL**

Roll was called:

Present: James Schwartz, Joe Caron, Theresa Chaney-Huggett, Jacob Gates and Ryan Underhill

Also Present: Manager Perry and Clerk Eubank

Absent: Ryan Traver and Scott Wolfersberger

**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. WATER/WASTE WATER RATES**

**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 6:32 pm.

Respectfully submitted by,

Michelle Eubank  
City Clerk

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## CITY COUNCIL MINUTES

April 1, 2024

Regular Meeting - 7:00 PM

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1) **CALL TO ORDER**

IN A REGULAR SESSION held on Monday, April 1, 2024 at 7:00 PM in the Council Chambers of City Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Schwartz.

2) **ROLL CALL**

Roll was called:

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

Also Present: Manager Perry and Clerk Eubank

Absent: Ryan Traver and Scott Wolfersberger

**Moved** by Joe Caron, supported by Jacob Gates to excuse members Traver and Wolfersberger. On a voice vote: **Motion carried.**

3) **INVOCATION**

4) **PLEDGE OF ALLEGIANCE**

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

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

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

Barry Wayne Adams of 622 W Green St and Kelly Isaac of Marshall gave public comment.

7) **CONSENT AGENDA**

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

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

Nays: None

Abstain: None

**Motion carried.**

A. **City Council Minutes**

Work Session - Monday, March 18, 2024

Regular Session - Monday, March 18, 2024

**B. City Bills**

|                     |                     |
|---------------------|---------------------|
| Purchases 3/15/2024 | \$58,446.13         |
| Purchases 3/19/2024 | \$158,380.43        |
| Purchases 3/22/2024 | \$66,798.72         |
| <b>TOTAL</b>        | <b>\$283,625.28</b> |

**8) PRESENTATIONS AND RECOGNITIONS**

**A. ARBOR DAY PROCLAMATION**

**9) INFORMATIONAL ITEMS**

**A. DISTRIBUTION OF FY2025 PROPOSED BUDGET**

**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. CHAPTER 53.03, ELECTRIC RATES ORDINANCE AMENDMENT - INTRODUCTION & SET PUBLIC HEARING**

**Moved** by Ryan Underhill, supported by Joe Caron to introduce Ordinance 2024-03, An Ordinance to Amend the City of Marshall Code of Ordinances Section 53.03, Electric rates, Publish a summary in the local newspaper and set a Public Hearing for April 15, 2024. On a voice vote: **Motion carried.**

**B. 500 INDUSTRIAL ROAD SPECIAL LAND USE (SLU) REQUEST - SET PUBLIC HEARING**

**Moved** by Joe Caron, supported by Theresa Chaney-Huggett to set a public hearing for April 15, 2024, for the consideration of a Special Land Use request to allow storage units at 500 Industrial Road. On a voice vote: **Motion carried.**

**13) APPOINTMENTS / ELECTIONS**

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

Tom Engelsma of Verona Rd, Kelly Isaac of Marshall, Rebecca Sebring of Fredonia Twp, and Barry Wayne Adams of W Green St gave public comment.

**15) COUNCIL AND MANAGER COMMUNICATIONS**

**16) ADJOURNMENT**

The meeting was adjourned at 7:32 p.m.

Respectfully submitted by,

Michelle Eubank  
City Clerk

APPROVAL LIST FOR CITY OF MARSHALL  
EXP CHECK RUN DATES 03/28/2024 - 03/28/2024  
JOURNALIZED  
PAID

| INVOICE<br>NUMBER   | VENDOR<br>NAME         | DESCRIPTION                                      | PO<br>NUMBER | AMOUNT    |
|---------------------|------------------------|--------------------------------------------------|--------------|-----------|
| SS1/419933          | ALTA INDUSTRIAL EQUIPM | #412 FORK TRUCK REPAIR                           | 2024.268     | 4,010.69  |
| 225-517336          | AUTO VALUE MARSHALL    | HEADLIGHT                                        |              | 36.49     |
| 225-517337          | AUTO VALUE MARSHALL    | HEADLIGHT                                        |              | 36.49     |
| 52510               | B&B SERVICES           | SERVICE CALL FOR TOWER 12 REPAIR                 |              | 548.82    |
| 0368442-IN          | BEAVER RESEARCH COMPAN | FLIP CAP FOAMER                                  |              | 70.00     |
| 641483              | BOSHEARS FORD SALES, I | ACCT NO. 51086 SUN VISOR                         |              | 90.35     |
| 03262024            | CALHOUN COUNTY CLERK   | ENVELOPES & SECRECY SLEEVES ORDERED BULK         |              | 361.09    |
| 2024MY0040          | CFS INSPECTIONS        | TOWER 12 INSPECTION                              |              | 1,380.00  |
| 1904595674          | CINTAS CORP            | BOOT ALLOWANCE - HAZEL, CHAD (JACKET)            |              | 136.94    |
| 9258327961          | CINTAS CORP            | BOOT ALLOWANCE - HAZEL, CHAD (OVERALLS)          |              | 109.99    |
| TRANSIT-2024-000001 | CITY OF BATTLE CREEK   | Q1 ADMINISTRATIVE DIAL-A-RIDE CONTRACT M2024.284 |              | 13,990.48 |
| TRANSIT-2024-000001 | CITY OF BATTLE CREEK   | DART BUS #5 MAINTENANCE                          |              | 305.51    |
| 182161              | D & D MAINTENANCE SUPP | ACCT NO. CIMA1 JANITORIAL SUPPLIES               |              | 110.70    |
| 631300              | DARLING ACE HARDWARE   | SOCKET & RATCHET SET                             |              | 149.98    |
| 631340              | DARLING ACE HARDWARE   | HOSE ADAPTER, FIP BALL VALVE, HEX BUSHIN         |              | 49.93     |
| 631524              | DARLING ACE HARDWARE   | SAE RATCHET, FLEX HANDLE, STEEL HOOK AND         |              | 315.48    |
| 631718              | DARLING ACE HARDWARE   | STEEL HARDWARE CLOTH                             |              | 37.98     |
| 632118              | DARLING ACE HARDWARE   | GROUND LOCKING CONNECTOR, BLADE PLUG             |              | 49.98     |
| 632120              | DARLING ACE HARDWARE   | BATTERIES                                        |              | 17.99     |
| SI24-25815          | DETROIT SALT COMPANY   | ROAD SALT FOR 2023/2024 SEASON - MIDEAL 2024.113 |              | 6,000.78  |
| INV74662            | DORNBOS SIGN, INC.     | MI-CONES ORANGE QTY 20                           |              | 495.00    |
| INV74663            | DORNBOS SIGN, INC.     | STREET SIGNS                                     |              | 130.00    |
| 46469               | DUNCAN & ALLEN LLP     | CLIENT NO. 003154 SERVICES THROUGH 2/29/         |              | 2,760.00  |
| 2456083             | GRIFFIN PEST SOLUTIONS | PEST SERVICES AT CITY HALL 1/17/24               |              | 35.00     |
| 2467638             | GRIFFIN PEST SOLUTIONS | PEST SERVICES AT CITY HALL 2/16/24               |              | 35.00     |
| 2472087             | GRIFFIN PEST SOLUTIONS | PEST SERVICES AT PSB 3/21/24                     |              | 51.00     |
| 01-645235           | INTERSTATE BILLING SER | #1006 TOOLCAT REPAIR                             |              | 1,545.52  |
| 03262024            | JOHNSON, KARLEY        | REIMBURSEMENT FOR OPERATOR CORRECTION FE         |              | 18.37     |
| 10196               | JS BUXTON              | CHEMICALS - LIME                                 |              | 1,377.79  |
| 03102024CR          | MARSHALL COMMUNITY CRE | CREDIT CARD - CHRISTY RAMEY 0619                 |              | 934.57    |
| 03102024COM         | MARSHALL COMMUNITY CRE | CREDIT CARD - CITY OF MARSHALL 0668              |              | 249.23    |
| 03102024DP          | MARSHALL COMMUNITY CRE | CREDIT CARD - DEREK PERRY 0601                   |              | 239.88    |
| 03102024EZ          | MARSHALL COMMUNITY CRE | CREDIT CARD - ERIC ZUZGA 0627                    |              | 559.29    |
| 03102024MF          | MARSHALL COMMUNITY CRE | CREDIT CARD - MARSHALL FIBERNET 0569             |              | 1,710.47  |
| 03102024JL          | MARSHALL COMMUNITY CRE | CREDIT CARD - JOSHUA LANKERD 0577                |              | 1,283.80  |
| 03102024JM          | MARSHALL COMMUNITY CRE | CREDIT CARD - JUSTIN MILLER 0593                 |              | 435.87    |
| 03102024KA          | MARSHALL COMMUNITY CRE | CREDIT CARD - KRISTOPHER AMBROSE 0635            |              | 1,432.55  |
| 03102024MD          | MARSHALL COMMUNITY CRE | CREDIT CARD - MARGUERITE DAVENPORT 0018          |              | 169.74    |
| 03102024ME          | MARSHALL COMMUNITY CRE | CREDIT CARD - MARTIN ERSKINE 0551                |              | 284.00    |
| 23382879            | MCMMASTER-CARR         | FUSES                                            |              | 330.16    |
| IN2012219           | MUNICIPAL EMERGENCY SE | FIRE UNIFORMS                                    |              | 87.40     |
| 636309              | NAPA OF MARSHALL       | ACCT NO. 1400 BATTERY                            |              | 152.26    |
| 636325              | NAPA OF MARSHALL       | ACCT NO. 1400 FUEL LINE HOSE, FUEL FILTE         |              | 23.54     |
| 2024- COM           | NORTHVILLE TOWNSHIP    | SPLIT COST FOR HOTEL STAY 2/27/24 - 2/29         |              | 323.40    |
| 31419               | PRO SERVICES, INC.     | WORK ORDER 33503 PLUMBING SERVICE 2/27/2         |              | 494.62    |
| 31422               | PRO SERVICES, INC.     | WORK ORDER 33559 SERVICE TO BOILER 3/4/2         |              | 520.00    |
| 00197083            | PROGRESSIVE AE         | SITE PLAN AND STORM SERVICES FOR BOBP TH2024.285 |              | 5,032.88  |
| 03212024            | STEELE, MARGARET       | REIMBURSEMENT FOR SEED AT BROOKS NATURE .        |              | 131.65    |
| 208                 | TOP TO BOTTOM TREE SER | ELECTRIC LINE CLEARANCE 3/18/24 - 3/24/22024.191 |              | 5,313.00  |
| INV6752VC3          | VC3 INC                | ACCT NO. 44996 LAPTOP REPLACEMENT FOR DE         |              | 1,450.00  |
| INV6762VC3          | VC3 INC                | ACCT NO. 44996 CISCO SMARTNET RENEWAL            |              | 20.00     |
| 141968              | VC3 INC                | ACCT NO. MAR11 OFFICE 365 MARCH 2024 BIL         |              | 1,097.90  |
| PB9846              | VERMEER OF MICHIGAN, I | ACCT NO. MARSH010 BLADE SHARPENING, PIN-         |              | 237.88    |
| 5566321             | XEROX FINANCIAL SERVIC | CUST NO. 69580 XEROX LEASE 3/4/24 - 4/3/         |              | 1,758.30  |
| GRAND TOTAL:        |                        |                                                  |              | 58,529.74 |

APPROVAL LIST FOR CITY OF MARSHALL  
EXP CHECK RUN DATES 04/10/2024 - 04/10/2024  
JOURNALIZED  
PAID

| INVOICE<br>NUMBER | VENDOR<br>NAME           | DESCRIPTION                              | PO<br>NUMBER | AMOUNT     |
|-------------------|--------------------------|------------------------------------------|--------------|------------|
| 1QJ4-JMX9-96XD    | AMAZON CAPITAL SERVICE   | ACCT NO. A1P4GM99HG1EO2 AMERICAN FLAG    |              | 37.99      |
| 1Y9C-CWPR-1DC4    | AMAZON CAPITAL SERVICE   | ACCT NO. A1P4GM99HG1EO2 20V BATTERY & CH |              | 65.51      |
| 1YTQ-VTGW-JRCH    | AMAZON CAPITAL SERVICE   | ACCT NO. A1P4GM99HG1EO2 AED DEFIBRILLATO |              | 1,615.00   |
| 1GY7-XWQV-K737    | AMAZON CAPITAL SERVICE   | ACCT NO. A1P4GM99HG1EO2 REFLECTIVE SAFET |              | 115.02     |
| 1NWN-TYLV-QH79    | AMAZON CAPITAL SERVICE   | ACCT NO. A1P4GM99HG1EO2 WORK PANTS       |              | 480.30     |
| 1DPW-DGPI-W79R    | AMAZON CAPITAL SERVICE   | ACCT NO. A1P4GM99HG1EO2 FILE FOLDERS, TA |              | 43.76      |
| 1KTJ-X4DH-6Q4F    | AMAZON CAPITAL SERVICE   | ACCT NO. A1P4GM99HG1EO2 WORK PANTS       |              | 565.10     |
| 1NND-9YP4-6GL9    | AMAZON CAPITAL SERVICE   | ACCT NO. A1P4GM99HG1EO2 WORK SHIRTS      |              | 62.30      |
| 1Q1V-NNLC-1R74    | AMAZON CAPITAL SERVICE   | ACCT NO. A1P4GM99HG1EO2 PAPER TOWEL ROLL |              | 61.15      |
| 1VNW-X67V-43YP    | AMAZON CAPITAL SERVICE   | ACCT NO. A1P4GM99HG1EO2 LED BULBS        |              | 394.35     |
| 1NXV-63MW-FPW7    | AMAZON CAPITAL SERVICE   | ACCT NO. A1P4GM99HG1EO2 UNIFORMS - LONG, |              | 147.21     |
| 1R4D-MCKF-JV9T    | AMAZON CAPITAL SERVICE   | ACCT NO. A1P4GM99HG1EO2 TOOL BOX FOR TRU |              | 181.99     |
| 1L99-JL77-GRM7    | AMAZON CAPITAL SERVICE   | ACCT NO. A1P4GM99HG1EO2 BATTERIES        |              | 29.16      |
| 1CHP-R14J-MPJD    | AMAZON CAPITAL SERVICE   | ACCT NO. A1P4GM99HG1EO2 BOOT EXCHANGE -  |              | 274.97     |
| 1WJH-GP6X-N3W4    | AMAZON CAPITAL SERVICE   | ACCT NO. A1P4GM99HG1EO2 UNIFORMS - LONG, |              | 236.15     |
| 1RPV-D7CY-RK1T    | AMAZON CAPITAL SERVICE   | ACCT NO. A1P4GM99HG1EO2 FLUKE CURRENT TE |              | 251.98     |
| 8234              | ASI SECURITY             | ELECTION/DROP BOX CAMERA                 |              | 1,450.00   |
| 225-517454        | AUTO VALUE MARSHALL      | MIXING CUPS, GRAVITY FEED SPRAY GUN HOLD |              | 44.88      |
| 225-517492        | AUTO VALUE MARSHALL      | AIR FILTER                               |              | 10.76      |
| 225-517500        | AUTO VALUE MARSHALL      | OIL FILTER                               |              | 3.52       |
| 225-517616        | AUTO VALUE MARSHALL      | FIBERGLASS BODY FILLER, 6IN YELL SPREADE |              | 66.37      |
| 225-517690        | AUTO VALUE MARSHALL      | OIL FILTERS, AIR FILTERS, SPARK PLUGS, B |              | 970.32     |
| 225-517701        | AUTO VALUE MARSHALL      | 20W50 OIL, TRANSMISSION FLUID, MOTOR OIL |              | 629.58     |
| 225-517750        | AUTO VALUE MARSHALL      | 12V VEHICLE BATTERY, CORE RETURN         |              | 317.14     |
| 225-517762        | AUTO VALUE MARSHALL      | BATTERY CORE RETURNS                     |              | (135.00)   |
| 22131025.00 - 5   | BARR ENGINEERING CO.     | GENERATION CAPACITY UPGRADE REVIEW/ HYDR | 2024.061     | 500.00     |
| BLU-12898         | BLUFISH CONSULTING, LLC  | EATON PARK FUNDRAISING CAMPAIGN (INFO VI | 2024.138     | 4,500.00   |
| BLU-12902         | BLUFISH CONSULTING, LLC  | EATON PARK FUNDRAISING CAMPAIGN (SOCIAL  | 2024.138     | 1,448.56   |
| 767287            | CHR SOLUTIONS            | FIBERNET SUPPORT CONTRACT - MAR 2024     | 2024.046     | 5,100.00   |
| 1028              | CODE CONCEPTS GROUP LLC  | CONSULTING SERVICES FOR BOBP MONTHLY RET | 2024.142     | 5,000.00   |
| 03172024          | CRANDALL ELECTRIC, LLC   | REPAIR MAST FROM GARBAGE TRUCK AT O'REIL |              | 400.00     |
| 182213            | D & D MAINTENANCE SUPP   | ACCT NO. CIMA1 JANITORIAL SUPPLIES       |              | 66.96      |
| 632283            | DARLING ACE HARDWARE     | DRILL BIT SET, TAP PLUG                  |              | 44.57      |
| 632284            | DARLING ACE HARDWARE     | GARDEN SPRAYER 2GAL                      |              | 17.99      |
| 632351            | DARLING ACE HARDWARE     | GAS CAN 2.5 GAL                          |              | 31.99      |
| 632362            | DARLING ACE HARDWARE     | MARKING PAINT                            |              | 19.98      |
| 632433            | DARLING ACE HARDWARE     | PAINTER'S TAPE, BRUSHES, PAINT TRAYS     |              | 55.14      |
| 632432            | DARLING ACE HARDWARE     | LP GAS, CUT WHEEL                        |              | 39.30      |
| 632466            | DARLING ACE HARDWARE     | GRINDING WHEEL, CUT WHEEL                |              | (9.99)     |
| 632484            | DARLING ACE HARDWARE     | SHOWERHEADS, LED BULBS                   |              | 69.97      |
| 632516            | DARLING ACE HARDWARE     | BATTERIES                                |              | 11.99      |
| 632569            | DARLING ACE HARDWARE     | SALT PELLETS                             |              | 99.90      |
| 632593            | DARLING ACE HARDWARE     | DRIVER BIT SET, CABLE TIES               |              | 59.95      |
| 632572            | DARLING ACE HARDWARE     | CORNER BRACES                            |              | 53.94      |
| 632552            | DARLING ACE HARDWARE     | U-POSTS 4FT, CLEANING SUPPLIES           |              | 136.79     |
| 632667            | DARLING ACE HARDWARE     | CABLE TIES, SHOWERHEADS                  |              | 76.97      |
| 632653            | DARLING ACE HARDWARE     | BATTERIES                                |              | 17.99      |
| 632707            | DARLING ACE HARDWARE     | PROTECTION CHAPS                         |              | 134.99     |
| 632677            | DARLING ACE HARDWARE     | DOOR STOP, JOINT COMPOUND                |              | 15.98      |
| 632740            | DARLING ACE HARDWARE     | WRENCH SET, TOOL BAGS, PLIERS, HEX L-KEY |              | 168.94     |
| 632759            | DARLING ACE HARDWARE     | OUTDOOR CLEANER, DOOR HANDLE, JOINT COMP |              | 197.93     |
| 632793            | DARLING ACE HARDWARE     | WIRE 12 THHN SLD BLK 500                 |              | 50.56      |
| 632846            | DARLING ACE HARDWARE     | COMPACT ORGANIZERS                       |              | 71.98      |
| 632855            | DARLING ACE HARDWARE     | FOAM SEALANT                             |              | 11.99      |
| 632938            | DARLING ACE HARDWARE     | FAUCETS, DRAIN STOPPER, SPRAY PAINT, WAL |              | 289.16     |
| INV74703          | DORNBOS SIGN, INC.       | BREAKAWAY NUTS, TRUSS HEAD BOLTS         |              | 206.00     |
| INV74877          | DORNBOS SIGN, INC.       | STREET/PARKING SIGNS                     |              | 365.00     |
| INV74878          | DORNBOS SIGN, INC.       | STREET SIGNS                             |              | 546.00     |
| 0018035           | ENG., INC.               | CONSTRUCTION ENGINEERING - LEGGITT AND E | 2023.226     | 825.00     |
| 0018042           | ENG., INC.               | 2024 SMALL URBAN DESIGN ENGINEERING THRO | 2024.241     | 29,038.75  |
| 16009             | FREDRICKSON SUPPLY, LLC  | VAC TRUCK PARTS                          | 2024.279     | 4,101.29   |
| 39239             | HUNTER-PRELL COMPANY     | REPAIR DRINKING FOUNTAIN AT CITY HALL    |              | 296.81     |
| 34725             | J AND K PLUMBING SUPPL   | PIPE GALV 1 1/2", CAP GALV               |              | 49.05      |
| 1663844           | J HARLEN CO., INC.       | HANDLINE BUCKETS                         |              | 591.78     |
| 1664528           | J HARLEN CO., INC.       | PULLING GRIP FOR TRUCK #2024             |              | 400.90     |
| 640979            | KENNEDY INDUSTRIES, INC. | LYON LAKE #3 PUMP REPLACEMENT            | 2024.154     | 7,950.00   |
| 102011565         | KIMBALL MIDWEST          | TOWELS, CABLE TIE & CLAMP ASSORTMENT, WA |              | 709.34     |
| 37421             | LEGG LUMBER              | DRYWALL, JOINT COMPOUND                  |              | 28.98      |
| 37590             | LEGG LUMBER              | 1 X 4 X 8' BOARD                         |              | 5.99       |
| 019330            | LEWEY'S SHOE REPAIR      | BOOT ALLOWANCE - JOHNSON, DAVE           |              | 245.00     |
| 23-039-9          | MCKENNA                  | BUILDING INSPECTION CONTRACT FOR FORD TH | 2024.015     | 106,944.44 |
| 23914286          | MCMMASTER-CARR           | PADLOCKS                                 |              | 186.54     |
| S5341823.001      | MEDLER ELECTRIC COMPAN   | ELECTRIC TAPE                            |              | 402.11     |
| S5341823.002      | MEDLER ELECTRIC COMPAN   | ELECTRIC TAPE                            |              | 68.99      |
| S5343696.001      | MEDLER ELECTRIC COMPAN   | LED LIGHT BULBS                          |              | 178.72     |
| 24-105085A-MI-1   | MILLENNIUM               | CONCRETE HANDHOLES                       |              | 2,715.00   |
| 52869568          | MSC INDUSTRIAL SUPPLY    | MARKING PAINT GREEN                      |              | 135.12     |
| 54932028          | MSC INDUSTRIAL SUPPLY    | MARKING PAINT BLUE                       |              | 528.96     |
| 636770            | NAPA OF MARSHALL         | ACCT NO. 1400 NITRILE GLOVES, LIQUID GAS |              | 64.18      |



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APPROVAL LIST FOR CITY OF MARSHALL  
EXP CHECK RUN DATES 04/10/2024 - 04/10/2024  
JOURNALIZED  
PAID

Page: 2/2

| INVOICE<br>NUMBER | VENDOR<br>NAME         | DESCRIPTION                                       | PO<br>NUMBER | AMOUNT     |
|-------------------|------------------------|---------------------------------------------------|--------------|------------|
| 637280            | NAPA OF MARSHALL       | ACCT NO. 1400 COUPLER, ADAPTER                    |              | 17.73      |
| 03112024          | OAKLAWN HOSPITAL       | ACCT NO. 9950-56303 DRUG SCREENING                |              | 40.00      |
| 2842846           | OFFICE THREE SIXTY INC | COPY PAPER                                        |              | 245.94     |
| 2844789           | OFFICE THREE SIXTY INC | COPY PAPER                                        |              | 81.98      |
| 56807097          | POWER LINE SUPPLY      | PIGTAIL CONNECTORS                                |              | 471.50     |
| 56807098          | POWER LINE SUPPLY      | CONNECTORS                                        |              | 492.00     |
| 56807099          | POWER LINE SUPPLY      | CONNECTORS                                        |              | 6.12       |
| 56807100          | POWER LINE SUPPLY      | ELBOWS                                            |              | 90.00      |
| 56807101          | POWER LINE SUPPLY      | MATERIALS FOR ELECTRIC LINE EXTENSION TO          |              | 166.24     |
| 56807103          | POWER LINE SUPPLY      | MATERIALS FOR ELECTRIC LINE EXTENSION TO 2024.228 |              | 2,103.00   |
| 56807850          | POWER LINE SUPPLY      | RED METER SEALS                                   |              | 600.00     |
| 56808299          | POWER LINE SUPPLY      | MATERIALS FOR ELECTRIC LINE EXTENSION TO          |              | 693.40     |
| 56808301          | POWER LINE SUPPLY      | DEAD-ENDS                                         |              | 809.75     |
| 232633            | PRINTING SYSTEMS, INC. | ELECTION VOTER ID CARDS                           |              | 85.88      |
| 31476             | PRO SERVICES, INC.     | WORK ORDER 33649 SERVICE TO BOILER/PLUMB          |              | 1,074.95   |
| 1000007963        | RELIABLE REFRIGERATION | APPLIANCE REPAIR AT MARSHALL HOUSE                |              | 263.40     |
| 10928             | SIGNWORLD CONCEPTS     | CITY HALL SIGNS                                   |              | 146.00     |
| 1105241           | STEENSMA               | CUST NO. 5154 CHAINSAW W/ 14" BAR                 |              | 655.99     |
| 1106830           | STEENSMA               | CUST NO. 5154 STIHL TRIMMER EZ STAR (QTY          |              | 787.86     |
| S013902210.003    | STUART C IRBY CO       | 6' ELBOW PULLER                                   |              | 445.00     |
| 4008-5            | THE SHERWIN-WILLIAMS C | ACCOUNT NO. 2475-6137-6 FLOORING/ADHESIV          |              | 2,477.96   |
| 230647F           | TICHENOR INC.          | ROOF REPAIRS AT MRLEC COMPLETED 8/17/23           |              | 2,424.02   |
| P-0997            | TORISHIMA SERVICE SOLU | RAS PUMP #1 IMPELLER REPAIR                       |              | 1,450.00   |
| INV6890VC3        | VC3 INC                | ACCT NO. 44996 CISCO SMARTNET EXTENDED S          |              | 195.00     |
| INV6891VC3        | VC3 INC                | ACCT NO. 44996 CISCO SMARTNET TOTAL CARE          |              | 220.00     |
| INV6892VC3        | VC3 INC                | ACCT NO. 44996 CISCO SMARTNET TOTAL CARE          |              | 678.00     |
| INV6929VC3        | VC3 INC                | ACCT NO. 44996 24" FULL HD MONITORS               |              | 796.00     |
| R66793807         | YOURMEMBERSHIP.COM, IN | WATER DISTRIBUTION WORKING FOREMAN JOB P          |              | 150.00     |
| GRAND TOTAL:      |                        |                                                   |              | 200,854.71 |

APPROVAL LIST FOR CITY OF MARSHALL  
EXP CHECK RUN DATES 04/05/2024 - 04/05/2024  
JOURNALIZED  
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| INVOICE<br>NUMBER | VENDOR<br>NAME            | DESCRIPTION                               | PO<br>NUMBER | AMOUNT     |
|-------------------|---------------------------|-------------------------------------------|--------------|------------|
| 36212290          | APPLIED CAPITAL, LLC      | CONTRACT NO. 132-1753516-000 MRLEC COPIE  |              | 117.52     |
| 2465258           | APPLIED INNOVATION        | ACCT NO. LAG783-007 MRLEC COPIER SERVICE  |              | 107.43     |
| 03172024          | AT&T                      | ACCT NO. 145970911 MRLEC INTERNET MAR 20  |              | 115.68     |
| I-049235          | BATTLE CREEK RENTAL EQ    | RENT MINI EXCAVATOR WITH TRAILER          |              | 355.00     |
| 03282024          | BUSCH, PEGGY              | MARSHALL HOUSE PET DEPOSIT REFUND         |              | 300.00     |
| 04032024          | CB HALL ELECTRIC COMP     | INSPECTION SERVICES 3/1/24 - 3/31/24      |              | 550.00     |
| 4186120355        | CINTAS CORP               | UNIFORM SERVICES - ELECTRIC & FIBER 3/12  |              | 56.85      |
| 4186120372        | CINTAS CORP               | UNIFORM SERVICES - POWER HOUSE 3/12/24    |              | 101.56     |
| 4186120363        | CINTAS CORP               | UNIFORM SERVICES - WASTE WATER 3/12/24    |              | 67.67      |
| 4186120403        | CINTAS CORP               | UNIFORM SERVICES - WATER 3/12/24          |              | 66.90      |
| 4186836990        | CINTAS CORP               | UNIFORM SERVICES - ELECTRIC & FIBER 3/19  |              | 56.85      |
| 4186836995        | CINTAS CORP               | UNIFORM SERVICES - POWER HOUSE 3/19/24    |              | 101.56     |
| 4186836997        | CINTAS CORP               | UNIFORM SERVICES - WASTE WATER 3/19/24    |              | 67.67      |
| 4186837056        | CINTAS CORP               | UNIFORM SERVICES - WATER 3/19/24          |              | 66.90      |
| 04/05/2024        | CLEVENGER, NATHAN & TIIUB | refund for account: 1100020002            |              | 198.65     |
| 04032024          | CTAA                      | ANNUAL MEMBERSHIP FOR DIAL-A-RIDE         |              | 250.00     |
| S3-3236           | CUMMINS SALES AND SERV    | IND PARK LS GENERATOR REPAIR              |              | 2,291.64   |
| 181441            | D & D MAINTENANCE SUPP    | ACCT NO. CIMAI JANITORIAL SUPPLIES        |              | 865.93     |
| 04/05/2024        | GONZALEZ, JOSE            | UB refund for account: 3204140023         |              | 19.51      |
| 3147800747        | IDEXX DISTRIBUTION, IN    | LAB TESTING SUPPLIES                      | 2024.277     | 3,186.55   |
| 6722109           | LANDSTAR GLOBAL LOGIST    | FREIGHT CHARGES                           |              | 381.18     |
| 03252024          | LONG, ANDREW              | BOOT ALLOWANCE - LONG, ANDREW             |              | 43.00      |
| A38590            | MIRATECH GROUP, LLC       | MIRATECH MONITOR 2.2-OM-TCPIP FOR ENGINE  | 2024.254     | 7,785.52   |
| 04052024          | MORRIS STULBERG TRUST     | 2024 ANNUAL EASEMENT PAYMENTS - STULBERG  |              | 39.00      |
| 04/05/2024        | MURRIE IV, DERAL          | UB refund for account: 2900060038         |              | 20.40      |
| 4788-386711       | O'REILLY FIRST CALL       | ACCT NO. 1741510 TOWELS, TIRE SHINE, MIC  |              | 51.14      |
| 31110             | PRO SERVICES, INC.        | WORK ORDER 33141 SERVICE TO BOILER IN MU  |              | 1,092.05   |
| 31258             | PRO SERVICES, INC.        | WORK ORDER 33433 PLUMBING SERVICE 2/15/2  |              | 245.00     |
| 32733             | RAFTELIS FINANCIAL CON    | UTILITY RATE STUDY SERVICES 2/1/24 - 2/22 | 2024.170     | 2,160.00   |
| 726               | RICE'S SHOES, INC         | BOOT ALLOWANCE - ARNOLD, GEORGE           |              | 215.00     |
| 536               | RICE'S SHOES, INC         | BOOT ALLOWANCE - FINNEY, EMILY            |              | 185.00     |
| 03252024          | SANDERS, KATE             | ENERGY OPTIMIZATION - AIR CONDITIONER     |              | 250.00     |
| 40318             | SONAR SOFTWARE            | FIBERNET CUSTOMER MANAGEMENT SOFTWARE -   | 2023.243     | 1,260.25   |
| 2208291           | STANTEC CONSULTING MIC    | CONSTRUCTION ENGINEERING SERVICES-CLARIF  | 2023.209     | 2,038.50   |
| 2209369           | STANTEC CONSULTING MIC    | BOBP SITE PLAN AND NOISE STUDY THROUGH    | 2024.174     | 2,141.50   |
| 157-1074833       | THE GOODYEAR TIRE & RU    | RESCUE 12 NEW TIRES                       |              | 3,075.13   |
| 209               | TOP TO BOTTOM TREE SER    | ELECTRIC LINE CLEARANCE 3/25/24 - 3/31/2  | 2024.191     | 4,416.00   |
| 04052024          | V & V ASSESSING LLC       | ASSESSING SERVICES APRIL 2024             | 2024.104     | 4,700.00   |
| 93986             | WESTECH ENGINEERING, L    | CLARIFIER EQUIPMENT PHASE 2               | 2023.208     | 434,586.00 |
| 03242024          | WOW! BUSINESS             | ACCT NO. 013934621 DPW MAR 2024           |              | 48.14      |
| GRAND TOTAL:      |                           |                                           |              | 473,676.68 |

# ITEM: 7.C

## ADMINISTRATIVE REPORT

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**TO:** Honorable Mayor and City Council  
**FROM:** Derek N. Perry, City Manager  
**DATE:** April 15, 2024  
**SUBJECT:** **CHAPTER 53.03, ELECTRIC RATES ORDINANCE AMENDMENT - REINTRODUCTION & SET PUBLIC HEARING**

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The Marshall City Charter, Section 11.04 authorizes the City Council to set public utility service rates. This is accomplished by City of Marshall Ordinance Chapter 53, which governs the rates and rate methodology for the water (Section 53.01), sewer (Section 53.02) and electric (Section 53.03) utilities of the City.

While reviewing the ordinance, a rate setting procedural inconsistency was discovered between the three utilities as water and sewer rates are to be set by resolution and published in the City Utility Rules and Regulations and no such requirement exists for the electric rates. It appears that, historically, electric rates were just incorporated directly into the ordinance under Section 53.03, thus requiring an ordinance amendment and its associated process each time.

Because of this rate setting inconsistency, we are recommending that Section 53.03 be amended to incorporate language similar to water and sewer rate setting and provide for the electric rates to be set by City Council Resolution and be published in the City Utility Rule and Regulations.

**BUDGET IMPACT:**  
None.

**RECOMMENDATION:**  
Reintroduce Ordinance 2024-03, An Ordinance to Amend the City of Marshall Code of Ordinances Section 53.03, Electric rates, Publish a summary in the local newspaper and set a Public Hearing for May 6, 2024.

City of Marshall, Calhoun County, Michigan

Ordinance No. 2024-03

PREAMBLE

AN ORDINANCE TO AMEND THE CITY OF MARSHALL CODE OF ORDINANCES CHAPTER 53.03, ELECTRIC RATES, PURSUANT TO THE AUTHORIZATION SET FORTH IN ARTICLE IV, LEGISLATION, ARTICLE IX, GENERAL CITY FINANCE, AND ARTICLE XI, PUBLIC UTILITIES, OF THE MARSHALL CITY CHARTER; TO REPEAL ANY ORDINANCE INCONSISTENT THEREWITH; AND TO PROVIDE AN EFFECTIVE DATE THEREOF.

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

**Section 1. Title.** This ordinance shall be known as the “ City of Marshall Electric Service Rates by City Resolution” Ordinance.

**Section 2. Purpose.** The purpose of this Ordinance is to amend the City of Marshall Code of Ordinances, Chapter 53.03, Electric Rates, to set rates by resolution and to strike and delete any provision inconsistent therewith.

**Section 3. Amendment of Sec. 53.03 Electric Rates of Chapter 53 of the Marshall Code titled “RATES”** shall be amended as follows and deleted as indicated in strikethrough font.

**Sec. 53.03 Electric rates.**

- (A) Monthly service rates for electric account groups shall be established by resolution and published in the utility rules and regulations.
- (B) All necessary additional fees and cost of service charges related to the delivery of electric services shall be established by resolution and published in the utility rules and regulations.
- (C) The charges for electric services set forth in this chapter 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 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 months or more at any time prior to the date on which the city tax roll is approved.

~~(A) Residential Service Rate "A."~~

~~(1) Electric system access: \$7.25 per customer per month; plus~~

~~(2) Energy charge: \$0.1141 per kWh plus power supply cost adjustment.~~

~~(B) Residential Rate "A-1."~~

~~(1) Electric system access: \$7.25 per customer per month; plus~~

~~(2) Energy charge:-~~

~~Winter: \$0.1141 per kWh plus power supply cost adjustment for the first 600 kWh (October through May)-~~

~~\$0.0741 per kWh plus power supply cost adjustment for all over 600 kWh per month (October through May)-~~

~~Summer: \$0.1141 per kWh plus power supply cost adjustment for all kWh (June through September)-~~

~~(C) Residential Rate Life Support "LS."~~

~~(1) Electric system access: \$4.25 per customer per month; plus~~

~~(2) Energy charge: \$0.1041 per kWh plus power supply cost adjustment.-~~

~~(D) Commercial/Industrial Secondary Service "B."~~

~~(1) Electric system access: \$15.50 per customer per month; plus~~

~~(2) Energy charge: \$0.1124 per kWh plus power supply cost adjustment for all kWh used per month.-~~

~~(E) Commercial/Industrial Secondary Service "B1."~~

~~(1) Electric System Access: \$15.50 per customer per month; plus~~

~~(2) Energy Charge:-~~

~~Winter: \$0.0724 per kWh plus power supply cost adjustment.-~~

~~Summer: \$0.1124 per kWh plus power supply cost adjustment.-~~

~~(F) Commercial/Industrial Secondary Service "C."~~

~~(1) Electric system access: \$15.50 per customer per month; plus~~

~~(2) Capacity charge: \$10.87 per kW for all billing demand per month; plus~~

~~(3) Energy charge: \$0.0706 per kWh plus power supply cost adjustment.-~~

~~(G) Industrial Primary Service "D."~~

~~(1) Electric system access: \$100.00 per customer per month; plus~~

~~(2) Capacity charge: \$9.15 per kW for all billing demand per month (minimum 25 kW); plus~~

~~(3) Energy charge: \$0.076 per kWh plus power supply cost adjustment.-~~

~~(H) Industrial Primary Service Rate "D-2."~~

~~(1) Electric system access: \$100.00 per customer per month; plus~~

~~(2) Capacity charge: \$9.15 per kW for all billing demand per month (minimum 1000 kW); plus~~

- ~~(3) Energy charge: \$0.076 per kWh plus power supply cost adjustment.~~  
~~(1) Economic Development Rate "E."~~  
~~(1) Capacity charge: To be determined under special contract.~~  
~~(2) Energy charge: To be determined under special contract.~~

**Section 4. 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 5. 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 6. 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 7. Effective Date.** This Ordinance shall become effective immediately upon its publication.

**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: 7.E

## ADMINISTRATIVE REPORT

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**TO:** Honorable Mayor and City Council  
**FROM:** Derek N. Perry, City Manager  
Michelle Eubank, City Clerk  
**DATE:** April 15, 2024  
**SUBJECT:** AMERICAN LEGION POST 79 POPPY SALE REQUEST

---

The American Legion, Stanley E. Lamb Post 79, Marshall, MI is asking for approval to conduct their annual Poppy Sale fundraiser at various locations within the City of Marshall on May 17 and May 18, 2024 (Armed Forces Day).

Chapter 112 (Peddlers and Solicitors) of the City of Marshall Code of Ordinances regulates these types of activities in the City. A licensing exemption (section 112.06) exists for tax-exempt organizations such as the American Legion and therefore, a license under Chapter 112 is not required.

**BUDGET IMPACT:**  
None.

**RECOMMENDATION:**  
Approve the American Legion Post 79 Poppy Sale fundraiser request for May 17 and 18, 2024.

 **The American Legion Department of Michigan**  
**Stanley E. Lamb Post 79, Marshall, Michigan**   


**Date: March 31st, 2024**

**To: The Honorable Mayor Jim Schwartz**

**From: Donald Kujawa – American Legion Post 79 - Commander**

Dear Mayor Schwartz and City Council Members:

City of Marshall

323 W. Michigan Ave.

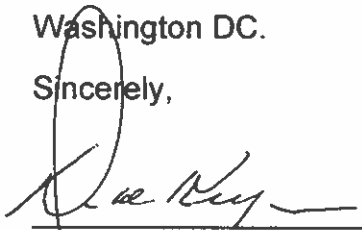
Marshall, MI 49068

The American Legion, Stanley E. Lamb Post 79, Marshall, MI is asking approval to conduct their annual Poppy Sale fundraiser at various locations within the City of Marshall on May 17<sup>th</sup> and May 18<sup>th</sup>, 2024. (Armed Forces Day)

The American Legion, Stanley E. Lamb Post 79 is a 501(c)(19) tax exempt military veterans' organization under the IRS code.

All profits raised by the poppy sale go exclusively toward the assistance of military veterans and present members of the military in need. This assistance includes, but is not limited to, providing access to a Legion service officer to assist with dealing with the bureaucracy of the Veterans Administration. Among the other uses of the proceeds from this sale is the purchase of coupon books to allow patients at the Battle Creek VA hospital to purchase snacks and toiletries. Donations to "Haven of Rest" of Battle Creek and "Veterans Helping Veterans" who provide much needed assistance to our areas Homeless Veterans. We support the Michigan Talons Out, Veterans Honor Flight's to Washington DC.

Sincerely,



Donald Kujawa - Post Commander

7950 US Highway 27 S Apt A

Marshall, MI 49068

(815) 351-6400



Mike Menard – Post Adjutant

16771 23 Mile Rd

Marshall, MI 49068

(269) 781-2888



# ITEM: 9.A

## ADMINISTRATIVE REPORT

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**TO:** Honorable Mayor and City Council  
**FROM:** Derek N. Perry, City Manager  
**DATE:** April 15, 2024  
**SUBJECT:** 2024 ACTION PLAN - 1st QUARTER UPDATE

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On January 2, 2024, the City Council approved the 2024 Action Plan. The Action Plan is a list of 71 specific projects and/or programs to develop, implement and accomplish this year.

On behalf of the City Team, I am pleased to provide you with our first quarter update for 2024.

**BUDGET IMPACT:**  
None.

**RECOMMENDATION:**  
Receive the 2024 Action Plan 1st Quarter Update.



# 2024 Action Plan

## First Quarter Update

## Finance

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### **Create and Adopt FY 2025 Budget**

The budget process is underway with the proposed FY2025 budget deliver to City Council on April 1, 2024, per the City Charter. A budget work session is scheduled for April 15, 2024. The public hearing and subsequent adoption of the budget is planned for May 20, 2024.

### **Complete the FY 2024 Audit**

Following the close of the 2024 fiscal year, the audit will begin. Results of the audit will be presented to the City Council at the end of the calendar year.

### **Create and Adopt 2024-2030 CIP**

The CIP was created by staff over several months and adopted by the Council in February.

### **Develop and implement a minimum cash reserve policy for each utility**

The Electric Fund reserve policy has been adopted by the City Council. Cash reserves policies for the other enterprise funds will occur after final adoption of the FY2025 budget.

### **Complete cost of service study and rate design for utilities**

Rate studies have been completed for Electric, Sewer, and Water, and the findings were presented to Council over multiple work sessions. We chose to table any FiberNet rate discussions until we receive recommendations from Magellan/Entrust.

### **Develop and Adopt BlueOval PILOT**

While preliminary conversations have occurred with Ford, no specific agreement has been developed for consideration by the City Council. The State of Michigan and Ford are working to revise their state level incentives after the “pause” and resulting project resizing. Once those are complete, we will resume discussions of a Payment in Lieu of Taxes (PILOT) in consideration for approving a Renaissance Zone incentive with Ford.

### **Renew Assessing Services agreement**

Work on the assessing services agreement will commence in May as the current agreement expires in June of 2024.

### **Update the Personnel Policy Manual**

Work on this project will begin after adoption of the budget in May.

### **Review the Purchasing Ordinance and Policy**

Work on this project is expected to occur in late summer.

## Clerk

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### **Update the FOIA policy and procedures**

Work has not yet started on this project.

### **Renew the expiring Trash, Leaf and Brush Millage**

At the April 15, 2024, City Council meeting, a resolution for placing the .75 mill, four-year, renewal will be considered for placement on the August 2024 ballot. The millage, if approved by the voters, will provide approximately \$200,000 for a single pass curbside brush pickup in April,

a bulk curbside trash pickup in May, and two passes for curbside bulk leaf pickup in October-December depending on leaf drop and weather.

## Police

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### **Maintain Department staffing through recruitment and hiring program**

Still attempting to fill opening from November 2023. We had seven candidates for the position. Four dropped out of the process and the other three did not make it through the background investigation process.

We held a multi-agency recruiting fair in February.

Created a new Recruit Position to establish and sponsorship program. We completed a new job description and updated our hiring and recruiting plan. We secured two spots in the KCC academy which starts in July. We have 18 candidates which are being tested on April 18<sup>th</sup>.

We are also in the process of completing a full-time retiree hiring process. This will allow us to hire retirees for a full-time position after a 60-day separation.

### **Continue and expand Traffic Safety and Enforcement program**

Completed a draft PILOT report which included an operational plan to address the traffic impact of Blue Oval and the MAJOR campus. Currently working with the Calhoun County Accident Reconstruction Team to finalize an MOU for Officer Patterson to officially join. Officer Patterson is currently responding to accidents with the Reconstruction Team. We are planning to send Officer Patterson to additional accident investigation training and are planning to send an officer to motor carrier training this year for expertise in commercial vehicle traffic enforcement.

### **Improve Community Engagement Efforts**

Events Completed/Scheduled

- LCC Training held January 17<sup>th</sup>, 2024
- Police Recruiting Event held February 3<sup>rd</sup>, 2024. 19 Agencies participated
- Sharps Training held Feb 13<sup>th</sup>, 2024,
- Sharps Training scheduled for April 13<sup>th</sup>
- Small Business Crimes Training Scheduled for May 7<sup>th</sup>, 2024
- National Night Out August 6<sup>th</sup>, 2024, at Fairgrounds

We are working with the Marshall Community Foundation to create a non-endowed sub fund for the Marshall Police Department Community Training and Event Fund. This will assist us in raising funds for community training and events as we expand our community engagement efforts.

### **Complete Downtown Parking Assessment**

Parking Ordinance updated with Parking Mapped in GIS with all 642 parking spots designated, which included a Resolution passed for consent of City Council for improvement. The necessary signage is still being installed. We plan to conduct annual parking assessments going forward.

**Update department strategic plan (2024-2027)**

The strategic planning was placed in our 2024-2025 budget. The City of Marshall has used Humangery for this process in the past and we are securing a quote for the completion of a Strategic Plan from them. This is planned for July or August.

**Develop and Implement community camera public safety program**

We have had meetings with Verkada and Avigilon cameras. We have also met with the City Department Directors and others to discuss solutions. We are in the process of creating a committee to investigate and create a plan.

**Implement community engagement software platform**

We researched the process further discussing the software with MSP and CCSD. We received a quote from SPIDR Tech and budgeted the project in the upcoming fiscal year budget with revenues from a potential grant. We submitted a Grant through Marshall Community Foundation on April 1<sup>st</sup>.

## **Fire**

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**Identify SAFER grant employee funding**

Have applied for an additional SAFER Grant with our Grant Writer.

**Reduce ISO rating to a 3 or lower**

Staff is working on areas in training, pre-fire planning and inspections to gain more favorable scores when they return.

**Conduct a Community Risk Assessment and Reduction Plan**

Lt Brad Hawley has started working on Risk Assessment.

**Complete Hazardous Materials Technician Training**

3 staff members have completed, waiting for the next fiscal year to send additional staff members.

**Implement new Fire Code Inspection Plan and Inspection program**

Worked with Attorney Revore, and City Council approved inspection ordinance adopting IFC 2021. Also, adopted an ordinance for cost recovery to cover costs. Waiting to meet with business through DDA & LDFA to inform them of the program.

**Pursue the replacement of the 2003 Spartan Fire Engine**

Working with Derek, William & Margurite to address funding needs for fleet replacement in Motor Pool.

## **Safety**

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**Implement City safety manual update and new orientation program**

Have completed a safety manual with policies and procedures for all departments. After it is adopted in the next couple months will implement along with a more comprehensive safety orientation for new employees including CPR training.

**Continue monthly Safety Program and annual Safety Day**

Continuing to have monthly safety classes with required annual training. Identifying other safety topics that would be beneficial to staff such as scam awareness, roadway safety, de-escalation training, stress & mental health.

**Update and Improve the City Safety Program**

We continue to update and improve safety programs by identifying equipment and training that is needed.

## **Public Services**

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**Complete the design for the Verona Road- West Drive resurfacing project**

The engineering consultant, ENG, has been engaged. Preliminary design is complete with survey, soil borings, and sidewalk layout. Communication on the project has been released via newspaper, Facebook, and direct mailer to neighborhood residents. The project scope, as originally planned, is in jeopardy due to the existing grade of the road. The MDOT funding will require unanticipated grade improvements and the engineering staff is working on this issue with the consultant.

**Finalize plans and construct the Activation Zone Improvements**

Bids for construction have been received. City staff are working through grant requirements related to contractor wages to determine firm remaining funding amounts. Once the remaining funding is determined, a recommendation for construction will be presented to the City Council.

**Continue development and oversight of the MAJOR Campus utility extension**

- **Water Infrastructure:** Granger Hoffman has started installation of watermain on Michigan Avenue as part of Project 4: Battle Creek/Emmett Township Transmission Main. Tree clearing activities for all watermain installation is wrapping up in Marshall Township now. Project 9: Marshall Water Treatment Plant is in preconstruction stage. Project 3: Marshall Water Transmission Main has been started with the directional drill work under I-69. The facilities site projects (1 and 2) are in the final permitting phases. The ground storage take construction will start early May and the high service pump station foundations are currently being installed.
- **Wastewater Infrastructure:** City staff have received the preliminary basis of design for improvements to the WWTP to meet the needs of the MAJOR Campus. Once reviewed, improvements will be further designed, and construction plans developed with Granger Hoffman. Projects 5 and 6, the sanitary sewer pump station and force main are planned for construction in May and April, respectively.
- **Stormwater:** The stormwater basins for control of construction stormwater are complete and operating effectively. Changes to stormwater plans are in review due to the reduction in BlueOval property size. The property changes result in a change of stormwater management for the property north of the BlueOval site. Planning for stormwater management in the southeast portion of the MAJOR campus is in preliminary stages. A conceptual management plan has been submitted to the City by our consultant Progressive AE for review.

**Complete tree planting program and pursue Tree City USA certification**

The program requires the City to meet four standards. One of those standards, a proclamation for Arbor Day, will be complete at the April 1, 2024, council meeting. Another standard, spending \$2/per capita on trees, is planned for this Spring during a planting event. City staff have identified potential planting locations and further vetting is the next step before final locations for the 2024 planting are confirmed.

**Update tree assessment and maintenance program**

A tree assessment SOP has been developed and implemented for the Department of Public Works staff. The forestry management local government model has been added to the City's GIS for future inventory and tracking. GPS locating existing stumps has been started to aid in future stump removal projects.

**Finalize restoration plans for Brooks Fountain and identify funding sources**

The fountain plans have been developed to assist with estimating construction cost. The fountain has \$2M of improvements needed. Funding sources have been identified but full commitment for \$2M has not been obtained. Staff are planning a series of communications about the fountain for the Spring before and while it is started for the season. Work will occur on the existing basin to prepare the fountain for the summer.

**Continue lead service line inventory and replacements program**

Lead replacements for this summer are being identified. Once complete, they will be given to the contractor for completion.

**Establish sewer pipe assessment program**

This project has not been started yet.

**Update the Stormwater Ordinance and Master Plan**

This project has not been started yet.

**Continue Cityworks Asset Management Program Implementation**

Ongoing.

**Develop Engineering and Inspection Services RFQ's**

This project has not been started yet.

**Renew Collective Bargaining Agreement with Public Services Employee Group**

Negotiations have started.

**Complete Cosmopolitan Watermain Rehabilitation Project**

Staff are working towards a decision on the method of rehabilitation; watermain lining or watermain replacement. A decision will be made by the end of April and a project scheduled.

## **Electric**

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**Maintain System Reliability goals (top quartile of utilities)**

The Electric Department established 2024 Distribution System Reliability goals that are based on the top quartile of utilities reporting through the American Public Power Association (APPA) eReliability Tracker software for the previous year. These indices include:

- System Average Interruption Duration Index (SAIDI), the average duration of customer service interruptions in minutes. SAIDI is how long, on average, each customer was without power during the stated time period.
- System Average Interruption Frequency Index (SAIFI), the average number of times that a customer experiences a service interruption during the stated time period.
- Customer Average Interruption Duration Index (CAIDI), the average time (in minutes) required to restore service following an interruption.
- Average Service Availability Index (ASAI), the ratio of the total number of customer hours that service was available to the total customer hours.

Staff enters service interruption data—including outage duration and number of affected customers—into the APPA eReliability Tracker software. The software calculates these indices for the City of Marshall electric distribution system. The 2024 electric distribution system reliability goals and results from January-March are shown below. Two of the four goals were exceeded during the first quarter and two were not. The Electric Department will continue working to minimize service interruption frequency and duration through the remainder of 2024 and beyond.

|       | 2024 Goal | January-March 2024 |
|-------|-----------|--------------------|
| SAIFI | 0.63      | 3.32               |
| SAIDI | 0.25      | 0.0251             |
| CAIDI | 51.99     | 132.542            |
| ASAI  | 99.99     | 99.9974            |

#### **Replace approximately 70 wooden poles**

The Electric Department goal is to replace approximately 70 wooden poles in 2024. In March, four new wooden poles were set, for a 2024 total of 12 pole replacements, or 17.14% of the annual goal, with nine months remaining. Fifty-eight additional poles (approximately seven per month) must be replaced this year to meet the Electric Department 2024 goal.

#### **Replace 500 electric meters**

The 2024 Electric Department goal is to replace 500 older electromechanical meters that predate modern solid state electronic meters. Metering staff replaced 20 electric meters in March, bringing the total 2024 electric meter replacements to 196, 39.2% of the annual goal, with nine months remaining. Metering staff must replace an additional 304 electric meters this year (34 per month) to meet their 2024 goal.

#### **Extend electric service to MAJOR Campus to serve City facilities**

Design engineering for this electric distribution system extension is complete. Construction plans are being finalized, awaiting MDOT approval. The materials have been ordered, including two 750-kVA transformers to serve the new City water and wastewater facilities. Within the next two weeks the City plans to solicit bids for directional boring and conduit installation for the underground segment of the new feeder, pending MDOT plan approval.



**Maintain 91% or greater generating availability annually**

One of the ways to gauge Power Plant readiness in the event of an emergency is by calculating Generating Unit Availability. This benchmark is calculated by dividing the total number of hours a generating unit was available for service (whether it was operating or not) by the total number of hours in the time period (month or year). Availability can be tracked for both individual generating units and for all units collectively.

Generating Unit Availability is also an indicator of preventive maintenance program effectiveness and an adequate capital improvements program. The 2024 Electric Department goal is to meet or exceed 91% annual availability factor. Collective generating unit availability has exceeded 91% each month in 2024. In March 2024, collective availability of the five Power Plant generating units was 100.00%.

**Produce at least 1,185,786 kWh from the Hydro units annually**

March 2024 hydroelectric energy production totaled 112,620 kWh, a slight increase from the 111,553-kWh generated in February. March 2024 energy production was 32.64% less than March 2023 production of 167,199 kWh. March 2024 hydroelectric energy production was sufficient to supply all of the electric needs of 205 Marshall homes using 550 kWh/month.

Year-to-date 2024 hydroelectric energy production of 333,765 kWh is 28.15% of the 2024 hydroelectric energy production goal of 1,185,786 kWh with nine months to go. The biggest potential obstacle to achieving this goal remains Kalamazoo River conditions, as too much flow as well as too little flow significantly impact hydroelectric energy production.

**Return generating units #2 and #4 to commercial operation**

A Permit to Install (PTI) application was submitted to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to operate Units #2 and #4 following installation and successful testing of oxidation catalysts. EGLE requested that additional air dispersion modeling be performed due to the proximity of this project with the proposed AMP Michigan CAT Peaking Project. This modeling has been completed and the results submitted to EGLE for approval. We anticipate receiving a PTI to return Units #2 and #4 to service by the end of April. Installation of diesel oxidation catalysts and emissions monitoring equipment is scheduled to begin the week of April 22, with testing of the catalysts to be performed in May.

**Install four new 2.5 MW natural gas generators at the Powerhouse**

AMP submitted a PTI application to EGLE for the proposed AMP Michigan CAT Peaking Project. The project includes installation of three new 2.5-MW Caterpillar generating units in Power Plant #2, and one 2.5-MW unit in the South Substation. EGLE requested that additional air dispersion modeling be performed due to the proximity of this project to Units #2 and #4. This modeling has been completed and the results submitted to EGLE for approval. We anticipate receiving a PTI for returning Units #2 and #4 to service, as well as a PTI for the AMP Michigan CAT Peaking Project by the end of April. A construction kickoff meeting with the City of Marshall, American Municipal Power (AMP), and contractors MacAllister/Michigan CAT and their subcontractors is scheduled for May 1.

**Achieve a \$3.5 Million cash balance at year-end**

Finance Director William Dopp reports that as of April 11, 2024, the Electric Fund has approximately \$3.875 million in cash. This cash reserve will change throughout the year and

bears continued monitoring through December 31, 2024; however, it appears that the Electric Fund is well positioned to achieve this 2024 goal.

#### **Maintain competitive rates with Consumers Energy and DTE across all rate classes**

As part of the recent Electric Utility Cost of Service and Rate Study, public utility consultants Courtney & Associates updated bill comparisons for residential, small business and industrial customers with what those of similar customers served by Consumers Energy and DTE Energy. City of Marshall rates remain competitive with those of Consumers and DTE in nearly every customer category.

#### **Achieve zero lost time accidents**

Through the first quarter of 2024, there have been no lost time accidents in the Electric Department. In addition, the Electric Department just received the American Public Power Association (APPA) 2023 Electric Utility Safety Award of Excellence “for meritorious achievement in developing exceptional programs that promote safe work practices and create a culture of safety within the organization.”

#### **Update the Electric System Emergency Action Plan**

Review of the existing Electric System Emergency Action Plan has begun. Contact information will be updated as a first step.

### **FiberNet**

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#### **Conduct a comprehensive infrastructure and operational evaluation of the utility**

On January 2, 2024, the City Council authorized retaining Magellan/Entrust to perform the audit. Since that time, the consultant has been working with the City FiberNet team to collect data to provide a final report on the following areas: asset assessment, operational assessment, customer demand assessment, business model evaluation and feasibility analysis, recommendations, and roadmap. We anticipate the final report with recommendations being delivered by the end of June 2024.

#### **Develop Marketing and year-end Rebate program**

As part of the evaluation project being performed by Magellan/Entrust, a recommendation will be made related to the business plan and an associated marketing strategy development and its implementation. A one-time 10% rebate was issued in February 2024 to all current FiberNet customers to account for the previous reliability issues.

### **Information Technology**

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#### **Replace the Citywide telephone system**

A Draft RFP is under review and will be released in the second quarter of 2024. Council review and approval expected after July 1.

#### **Complete server replacements at City Hall and MRLEC**

Both servers have been replaced and the new servers are in service.

#### **Finalize and implement IT capital replacement program**

VC3 has provided initial budget and capital replacement information. Staff are in the process of reviewing the data and will develop a new program and implement for FY 2024-2025 Budget

## Community Services

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### **Update the City Master Plan**

Council approved the award of contract to Progressive AE to update the Master Plan. The process has already started with community engagement scheduled for May 6<sup>th</sup>. They are planning on holding Focus Groups and a Joint Council/Planning Commission Workshop on that date.

### **Update the Parks and Recreation 5-year Master Plan**

The council approved the award of contract to Progressive AE to update the Parks and Recreation Plan. Information gathering has started and the draft plan will be presented for approval by the end of the year.

### **Develop a Non-Motorized Master Plan**

The council approved the award of contract to Progressive AE to develop a Non-Motorized Plan. This project will start on April 10<sup>th</sup>.

### **Review the Master PA 425 Agreement**

Nothing started on this project. Anticipating this will happen during the second half of 2024.

### **Achieve Redevelopment Ready Community Certification**

All of the planning projects will complete the primary items left for RRC recertification. Staff is working on other items and will have everything in place by the end of 2024, which ensures that we will receive recertification.

### **Complete the LDFA- Brooks Parcel Inventory update project**

Initial survey work is underway. A committee has been established that will work with the surveyor and appraiser to complete this project in 2024.

**Continue partnership with MAEDA and MEDC to promote and develop the Marshall MAJOR Campus**  
Working with MAEDA, MDOT, and other partners to identify issues in the development of the remaining land on the MAJOR Campus.

### **Complete the Sale of the Marshall House Property**

Initial environmental remediation of soil and installation of the vapor mitigation system have been completed. Waiting on the Due Care Plan and certification from Triterra so that the sale can move forward.

### **Continue Adaptive Reuse program for the upper floors in the downtown**

Five apartments started at 125/127 West Michigan Avenue. An apartment is included in the Frentz project on Mansion Street. Three hotel rooms are included in the 19 Zero 9 Venue project. Proposed projects at the Masonic Temple, Stagecoach, and other downtown buildings have been proposed.

### **Continue Housing Development projects using NIA TIF and other incentives**

Six homes have been completed on Forest St using the NE NIA for infrastructure funding. Proposed development in Hughes Street will be submitted for site plan in the second quarter of 2024. Working with Albion and Springfield on a housing study to provide the necessary data to attract developers.

**Investigate opportunities for retail cannabis facilities**

Nothing has started on this topic yet. May be discussed during the Master Plan process and/or work begun later this year utilizing a separate process.

**Complete critical repairs to the Riverwalk**

EGLLE permit for replacement of a section of the Riverwalk from Stuart's Landing to Marshall Avenue has been submitted. As soon as this permit is received, we will issue an RFP for a contractor to complete the desired work.

**Complete the Development of Eaton Park**

Fundraising in progress for the development of Phase 1 and 2.

**Continue branding and amenities efforts for the River District**

A committee has been established to work on this issue. No additional work has started.

# ITEM: 10.A

## ADMINISTRATIVE REPORT

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**TO:** Honorable Mayor and City Council  
**FROM:** Derek N. Perry, City Manager  
Eric Zuzga, Director of Community Services  
**DATE:** April 15, 2024  
**SUBJECT:** 500 INDUSTRIAL RD SPECIAL LAND USE

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**Case #:** SLU#24.01  
**Address:** 500 Industrial Road  
**Parcel #:** 53-002-552-01 and 53-002-560-00  
**Zoning District:** Research and Technical District (I-1)  
**Surrounding Zoning:** Multi Family Residential (MFRD) to the west, I-1 to the north and east, and I-2 to the south  
**Surrounding Uses:** Single family residential to the west; industrial to the north, south, and east  
**Previous Action:** N/A

Don Loveland has proposed the development of a self-storage facility on the above parcels which includes four buildings. Self-storage facilities are a special land use in the I-1 zoning district. As required, a public hearing notice was published in the Advisor and notices were mailed to all property owners within 300' of the site. A site plan for the project is also on this agenda and is included in the packet.

The following standards are to be used in considering whether to approve the special land use request:

**A. The proposed use shall be in accordance with the City Master Plan and the intent and purpose of this subchapter**

*The proposed use meets the intent of the subchapter and the city master plan.*

**B. A documented and immediate need exists for the proposed use within the community.**

*While there are a few self-storage facilities in the surrounding townships, there is still a demand in the community.*

**C. The use is compatible with adjacent uses and the existing or intended character of the surrounding neighborhood, and will not have an adverse impact upon or interfere with the development, use or enjoyment of adjacent properties, or the orderly development of the neighborhood.**

*The use is compatible with the character of the neighborhood and will improve the appearance of the two parcels. No adverse impact on the enjoyment of neighboring parcels or development of the neighborhood is expected.*

**D. The proposed use shall be designed, constructed, operated and maintained so as to be compatible with the use of adjacent lands.**

*The proposed project is an improvement on the current vacant lot and the proposed site plan is compatible with adjacent properties. Screening will be provided for the residential properties to the west.*

**E. The proposed use shall be compatible with the natural environment.**

*There is no expectation that there will be a negative impact on the environment.*

**F. The proposed use shall be adequately served by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewage facilities and schools.**

*There is no expectation that the use will have an impact on the items in this section. Traffic will increase over the current use of the property, but the surrounding streets have the capacity to serve the site. The proposed use will not have any impact on water, sewer, schools, or refuse. The impact on police and fire is expected to be minimal. The storm water plan has been approved by the Spicer Group, a consultant to the Department of Public Services.*

**G. The proposed use shall not involve activities, processes, materials and equipment or conditions of operation that will be detrimental to public health, safety and welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or unreasonable or offensive odors.**

*The City Development Review Team found that there would be no detriment to public health, safety, or welfare. There is no expectation that the site will cause unreasonable traffic.*

The City Planning Commission recommended approval of the Special Land Use and approved the proposed site plan at its April 10, 2024 meeting.

**BUDGET IMPACT:**

The development of the property will increase the tax base by an amount to be determined at a later date.

**RECOMMENDATION:**

Approve Special Land Use #24.01 for the self-storage facility (parcels # 53-002-552-01 and 53-002-560-00) at 500 Industrial Road.

# SPECIAL LAND USE APPLICATION

City of Marshall  
Fee \$250.00

**Section 6.2 of the Marshall City Zoning Ordinance** gives citizens the opportunity to file for a Special Land Use Permit when it is required by zoning district.

## Process

- ☐ Application, fee, and all required materials are submitted by due date. Once found to be complete, the application is placed on the Planning Commission agenda for acceptance.
- ☐ **Planning Commission meeting #1:** At this meeting, a public hearing is scheduled for the following month.
- ☐ Neighbors within 300 feet of the property seeking special land use are notified of the public hearing.
- ☐ **Planning Commission meeting #2:** Public hearing is held and discussion takes place. A recommendation on the application is given for City Council.
- ☐ **City Council meeting:** Item is placed on the agenda, a staff report and Planning Commission comments are offered for review and City Council grants final approval, disapproval, or approval with conditions.

Address of subject property 500 Industrial Rd, & 100 Page St

Applicant's name Donald Loveland Phone 254-423-2869

Applicant's address 5703 Sourcing Eagle way City Butte Creek Zip 97014

Owner's Name \_\_\_\_\_ Phone \_\_\_\_\_

Owner's Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Explain need for a Special Land Use permit at the subject property (attach more if necessary):

Self-Storage Facility

Applicant's Signature [Signature] Date 2/13/21

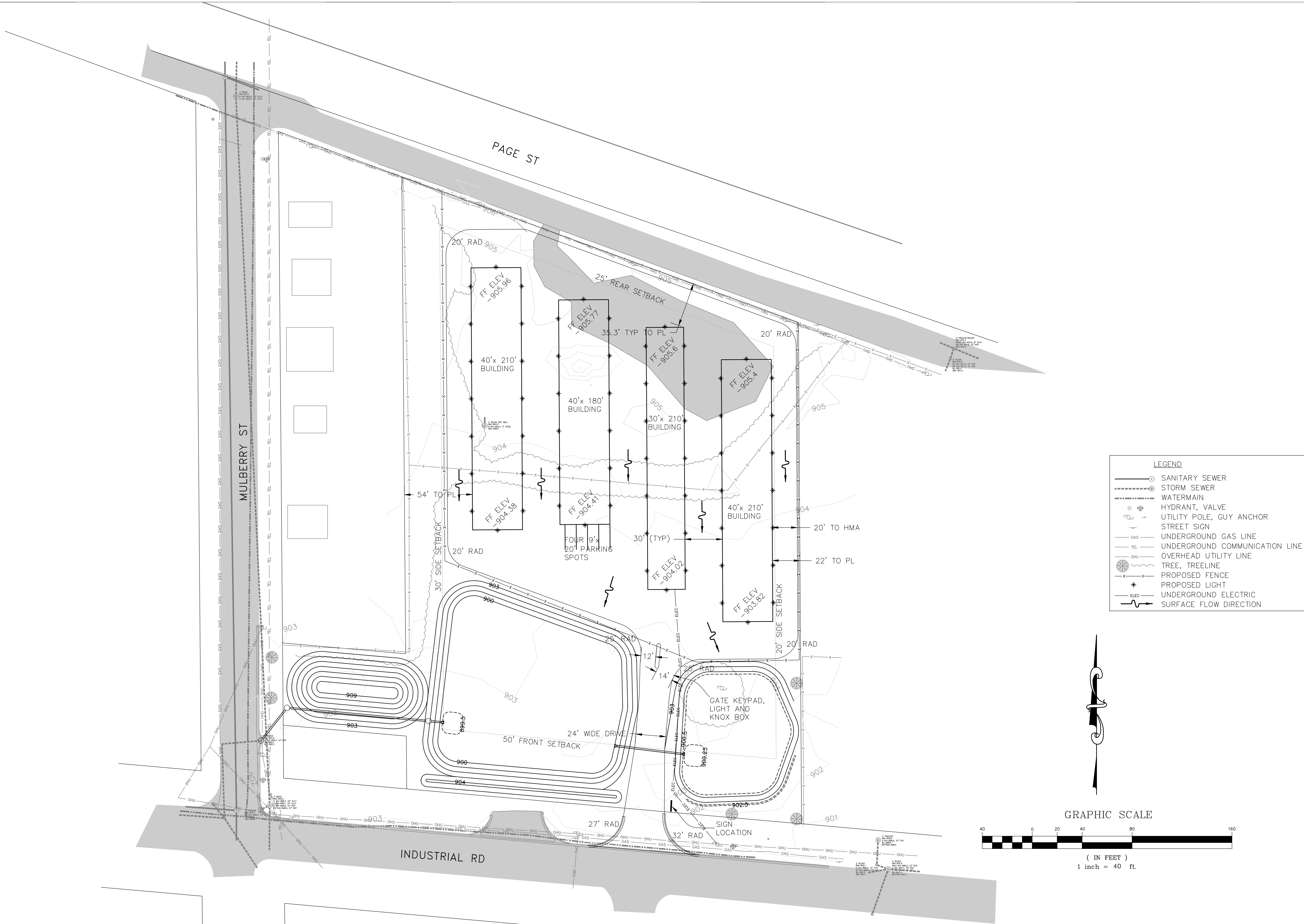
Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

**The following items MUST be submitted for the application to be complete:**

- ☐ A plot plan showing property boundaries and legal description
- ☐ Existing structures, uses and zoning on subject and adjacent properties
- ☐ Location of all abutting streets, easements, and similar public areas
- ☐ Proposed compliance plan (if applicable) including hours, signs, parking, etc.



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www.cei-bc.com  
269-962-5127

JOB NO: 230604  
DATE: 4/02/24

DRAWN BY: CDB  
REVIEWED BY: RAR

**OWNER**  
DON LOVELAND  
5903 SOARING EAGLE WAY  
BATTLE CREEK, MI 49014  
254.423.2869  
don@strongarm-drywall.com

**INDUSTRIAL DR STORAGE SITE PLAN**  
**SITE PLAN**

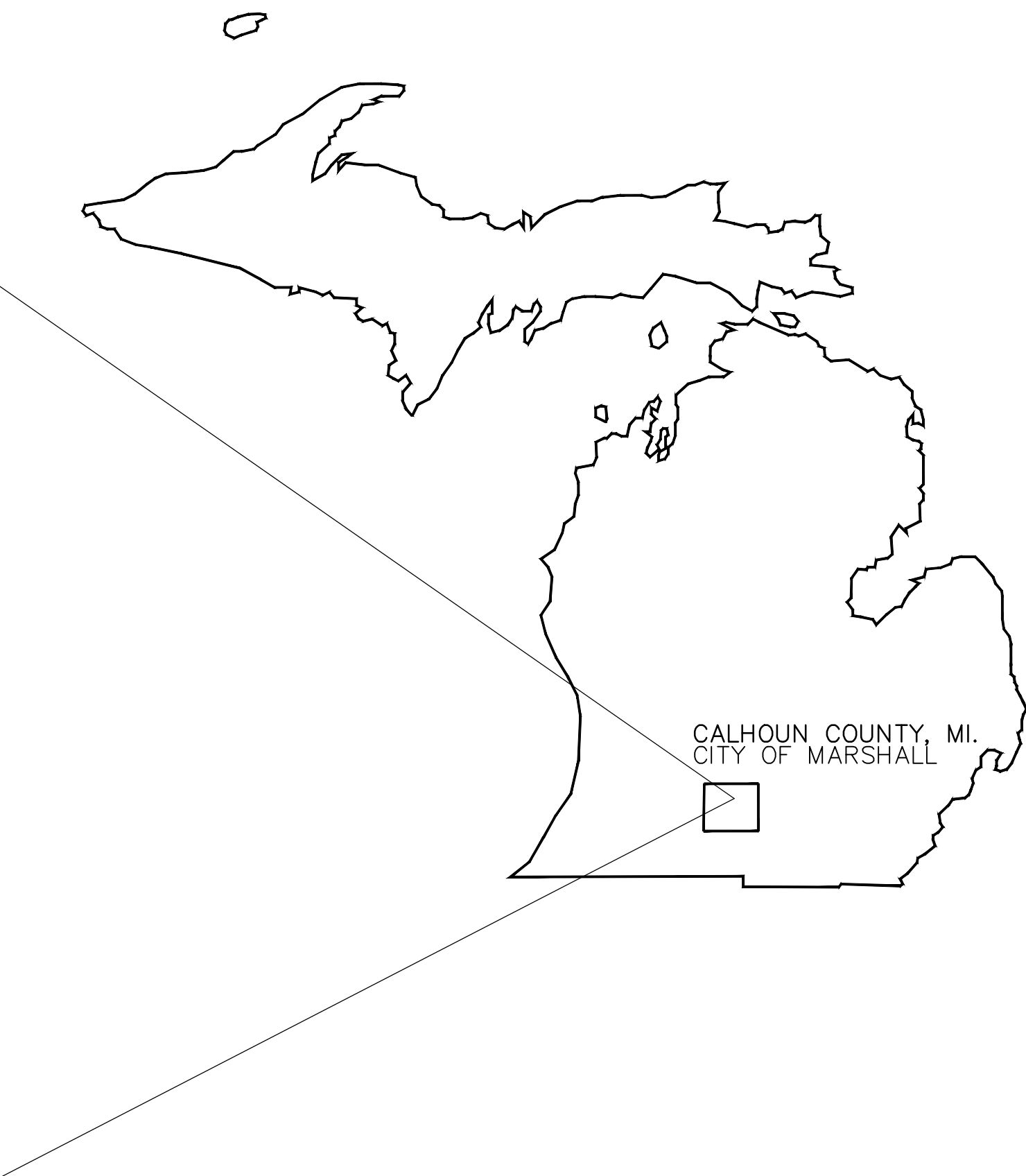
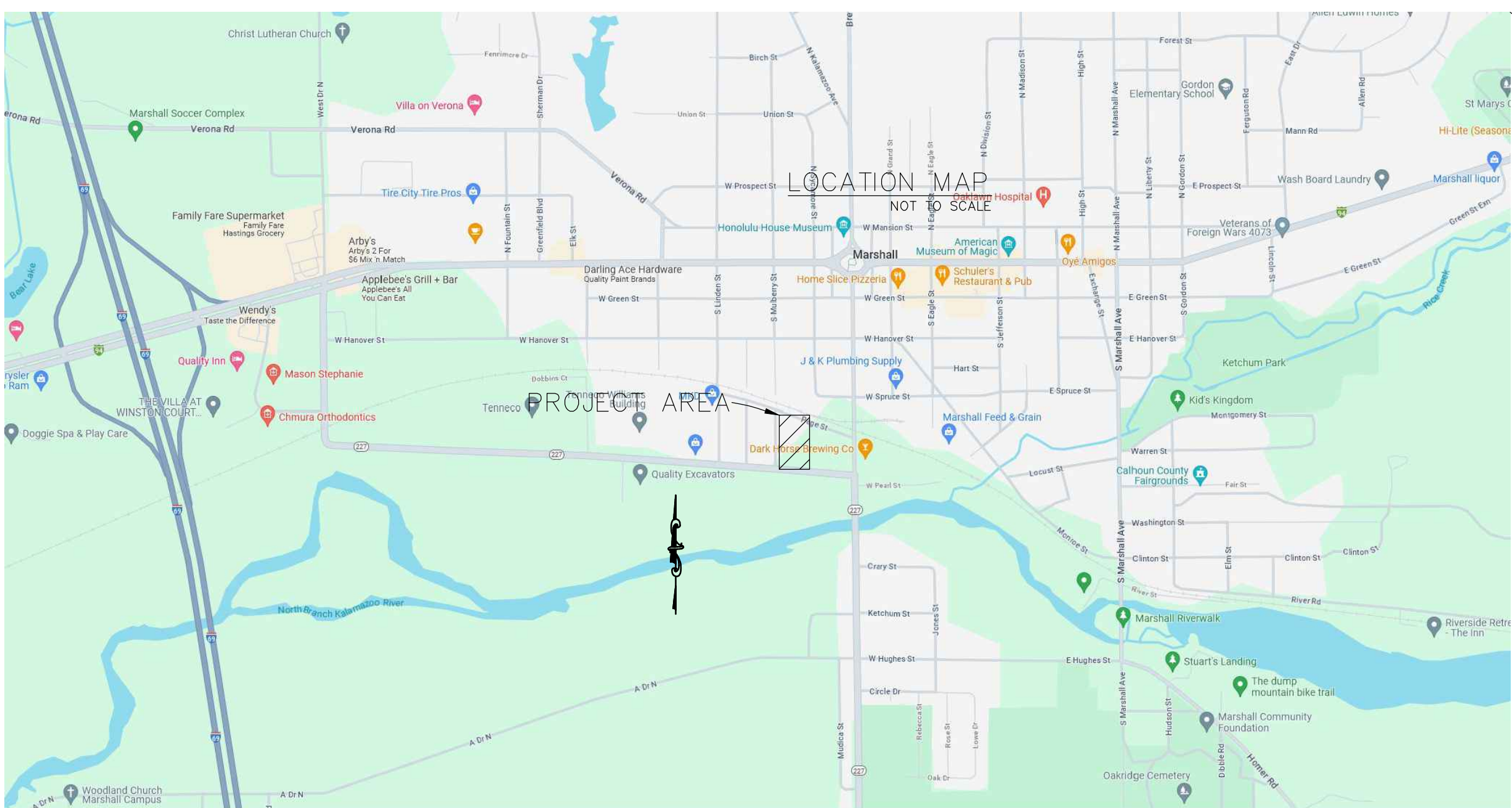
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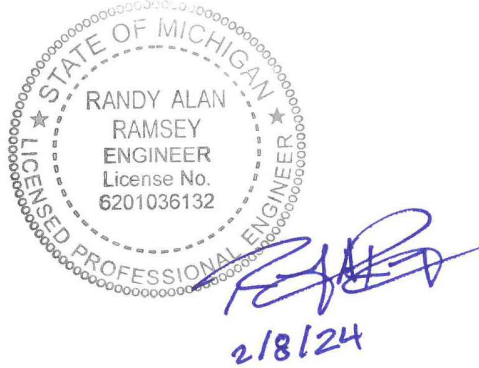


# INDUSTRIAL RD STORAGE SITE PLAN



**CLIENT:**

**DONALD LOVELAND  
BUILDING BETTER SPACES, LLC  
5903 SOARING EAGLE WAY  
BATTLE CREEK, MI 49014**



**INDEX:**

- 1. COVER SHEET
- 2. ZONING AND LEGAL DESC
- 3. SITE PLAN
- 4. STORM SEWER PLAN AND PROFILE
- 5. DETAIL SHEET
- 6. OVERALL LANDSCAPE PLAN

*The location of existing utilities, both underground and overhead are approximate only and have not independently been verified by the owner or its representative. The contractor shall be responsible for determining the exact location of all existing utilities whether shown on these plans or not, before commencing work, and shall be fully responsible for any and all damages which might be caused by the contractor's failure to exactly locate and preserve any and all utilities.*

Call Miss Dig



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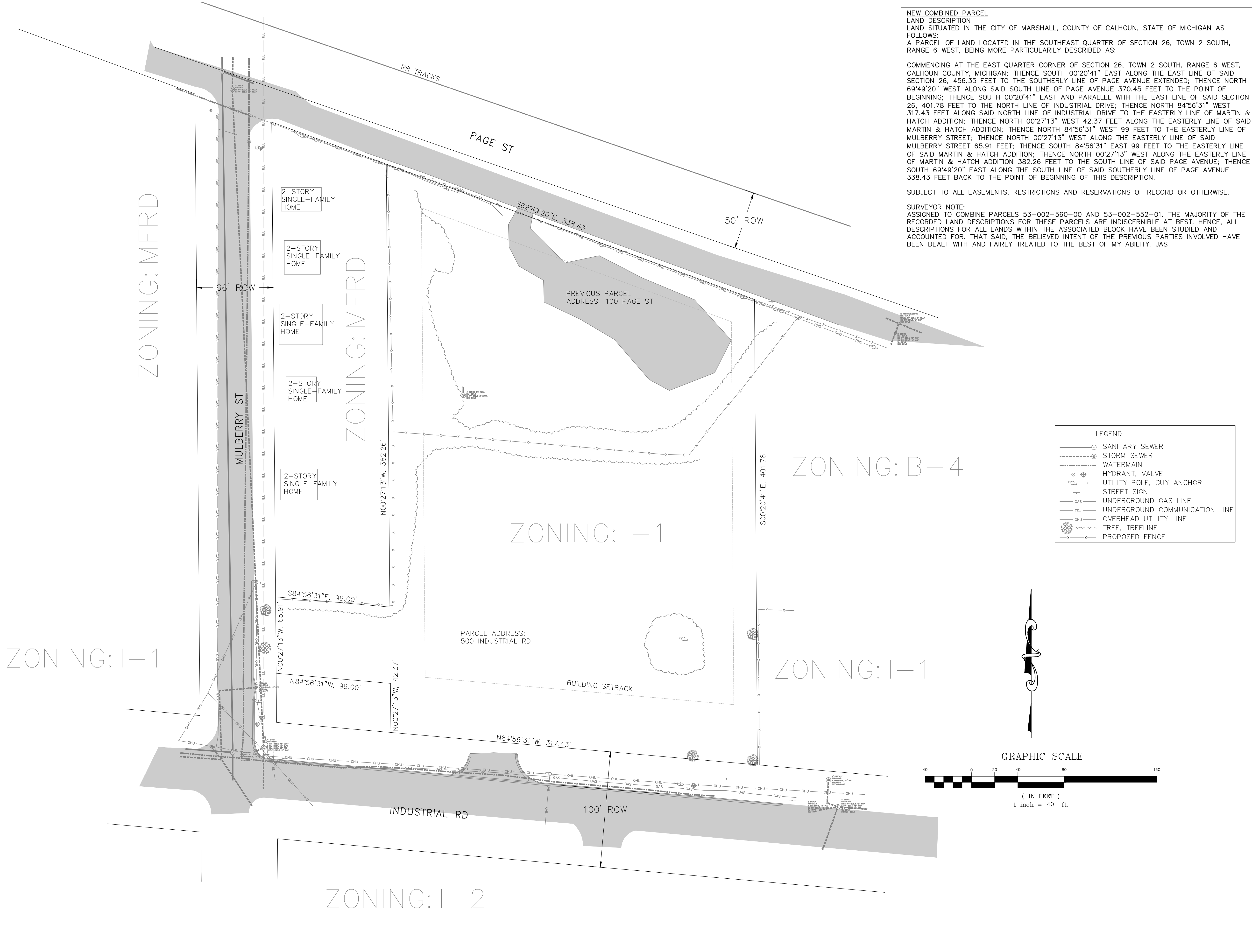
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JOB NO: 230604  
DATE: 2/06/24

DRAWN BY: CDB  
REVIEWED BY: RAR

OWNER

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BATTLE CREEK, MI 49014  
254.423.2869  
don@strongarm-drywall.com

INDUSTRIAL DR STORAGE SITE PLAN

ZONING AND LEGAL DESC

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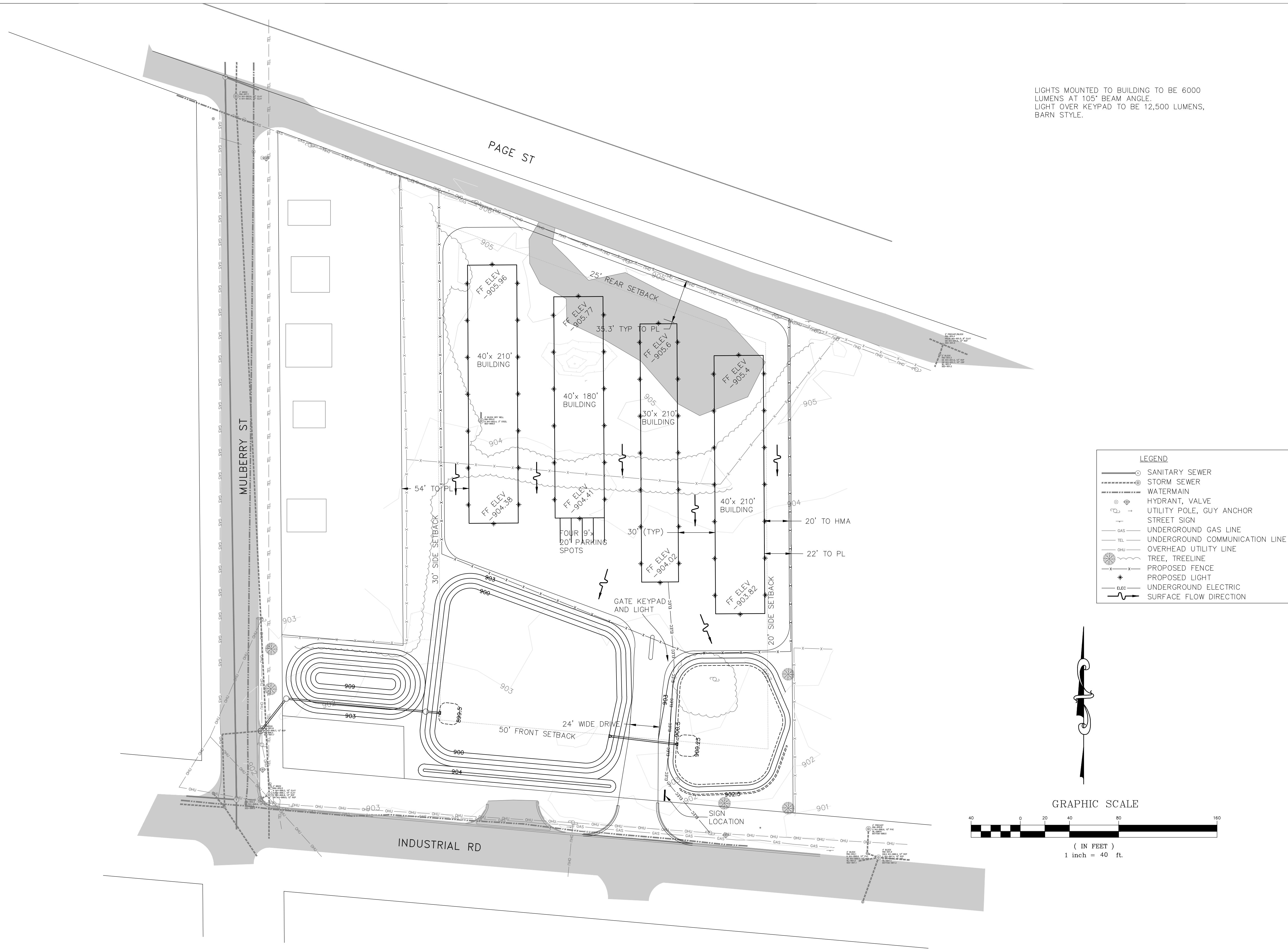
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**INDUSTRIAL DR STORAGE SITE PLAN**

# SITE PLAN

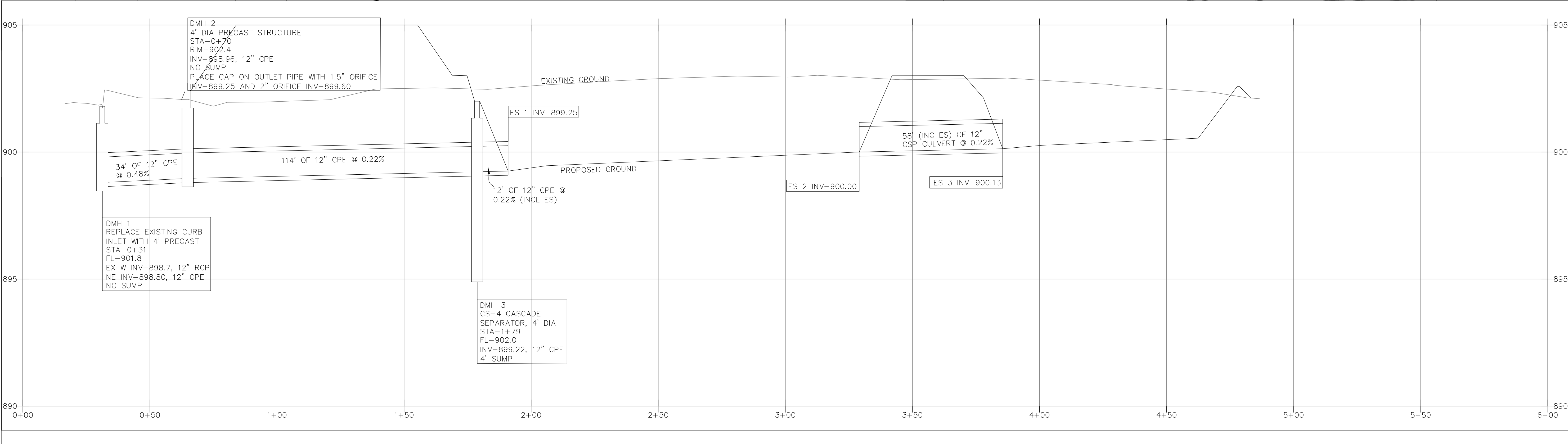
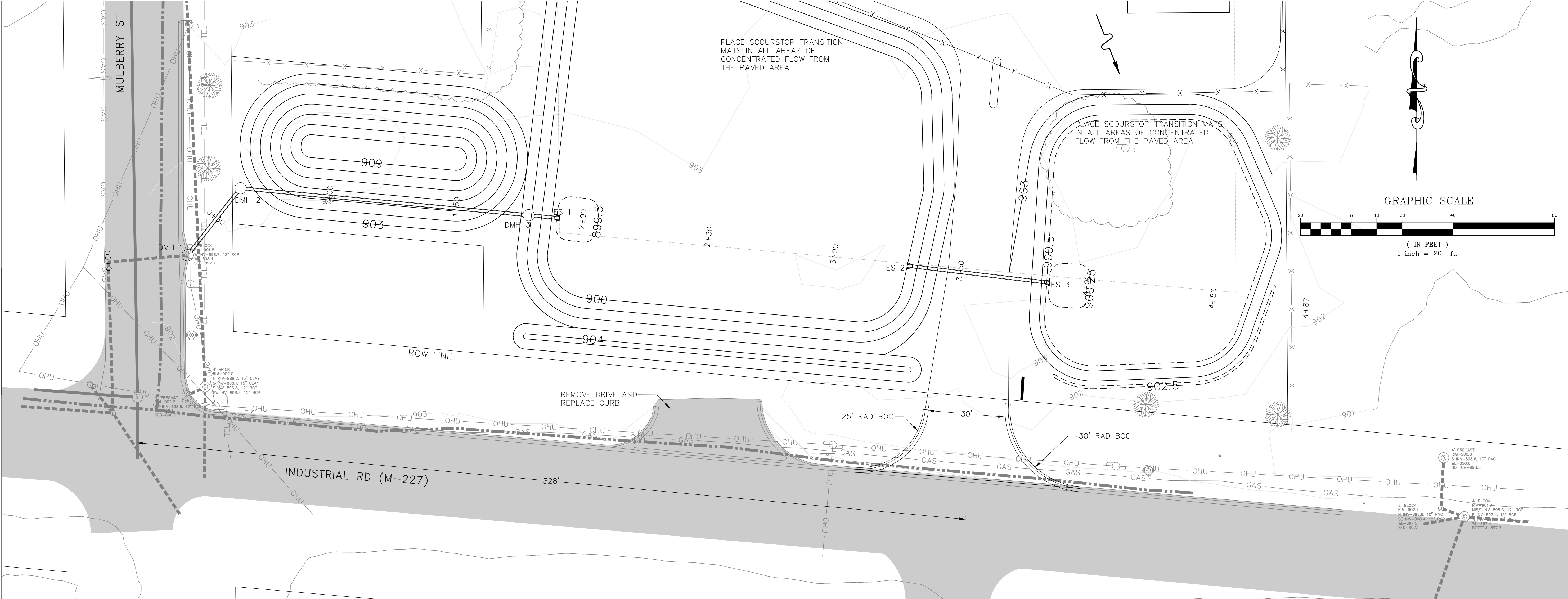
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JOB NO: 230604  
DATE: 2/06/24

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OWNER

INDUSTRIAL DR STORAGE SITE PLAN  
STORM SEWER PLAN & PROFILE

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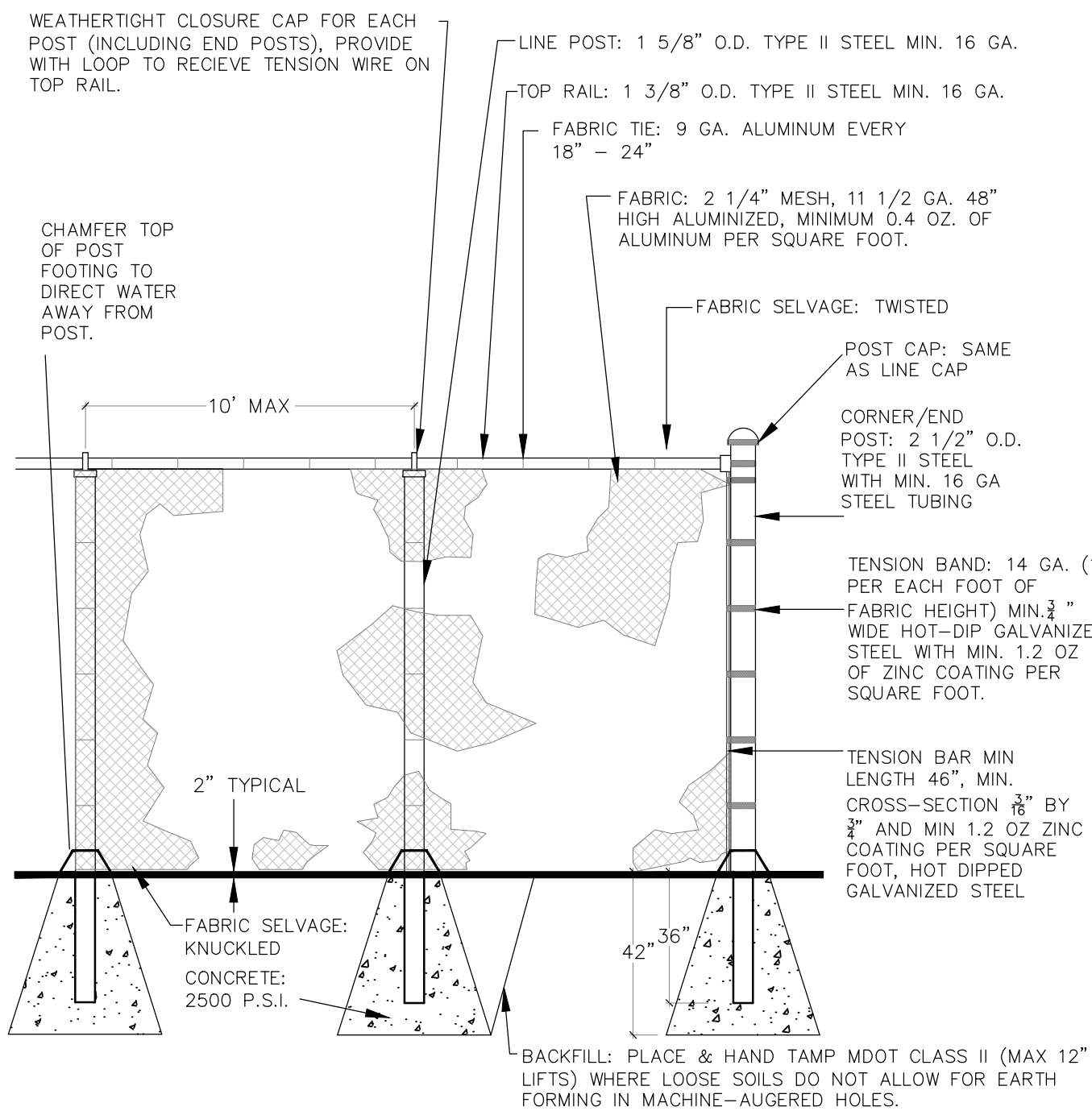
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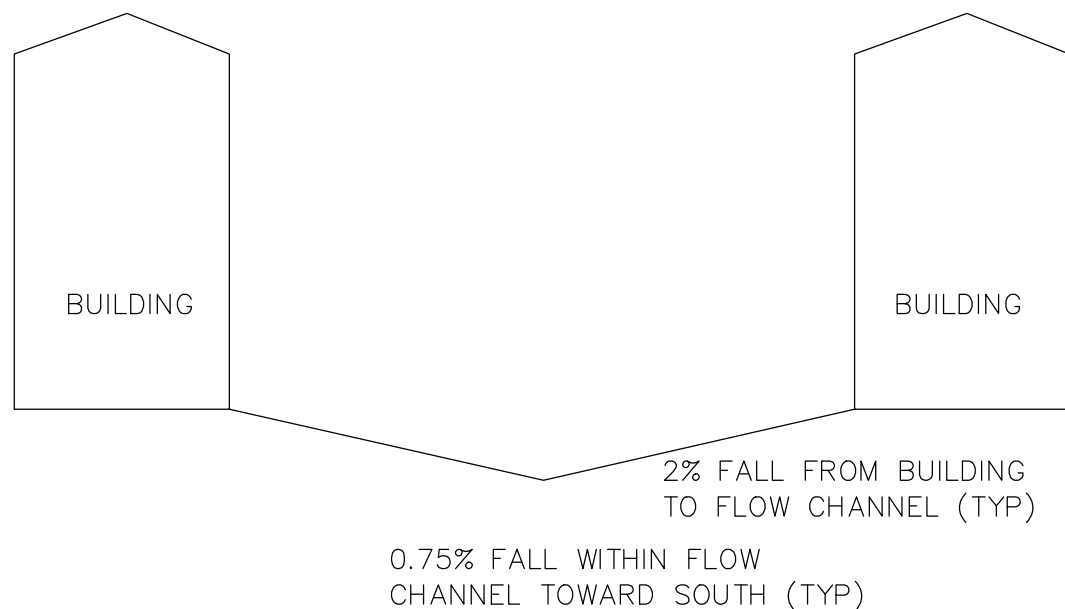
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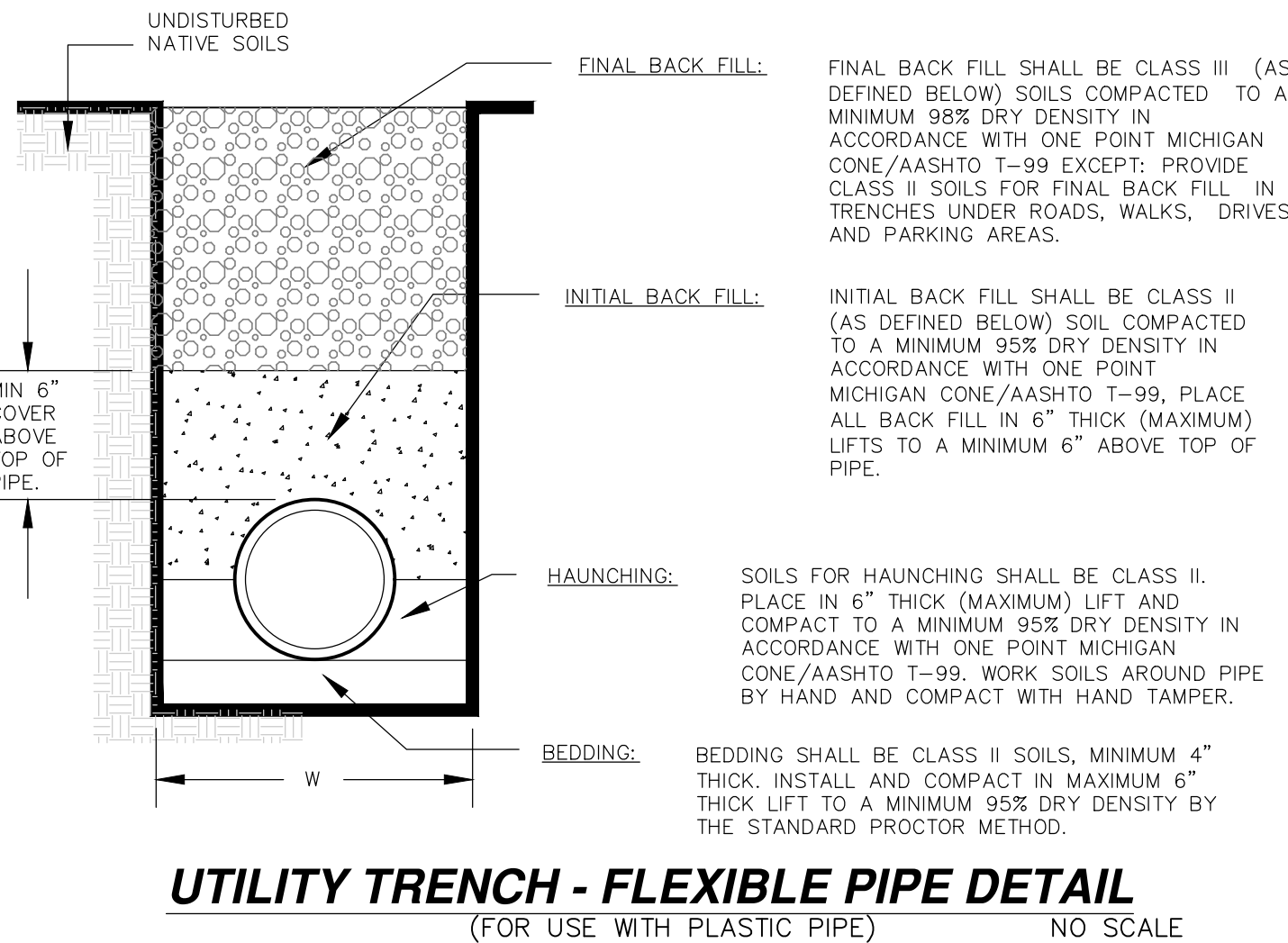
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GRADING CROSS-SECTION DETAIL  
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REQUIREMENTS FOR SOIL CLASSES INDICATED IN THE TYPICAL TRENCH SECTION ARE DESCRIBED IN THE "SOIL CLASS" TABLE SHOWN ON THIS DETAIL. THESE REQUIREMENTS CORRESPOND WITH ASTM D 2321 "UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY FLOW APPLICATIONS". THIS INFORMATION IS FURNISHED SOLELY FOR THE CONVENIENCE OF THE CONTRACTOR WHO SHALL BE RESPONSIBLE FOR FURNISHING THEIR OWN COPY OF THE STANDARD AND IMPLEMENTING ALL APPLICABLE REQUIREMENTS STATED THEREIN.

ALL PLASTIC PIPE SHALL BE INSTALLED IN STRICT ACCORDANCE WITH APPLICABLE REQUIREMENTS OF ASTM D2321 "UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY FLOW APPLICATIONS".

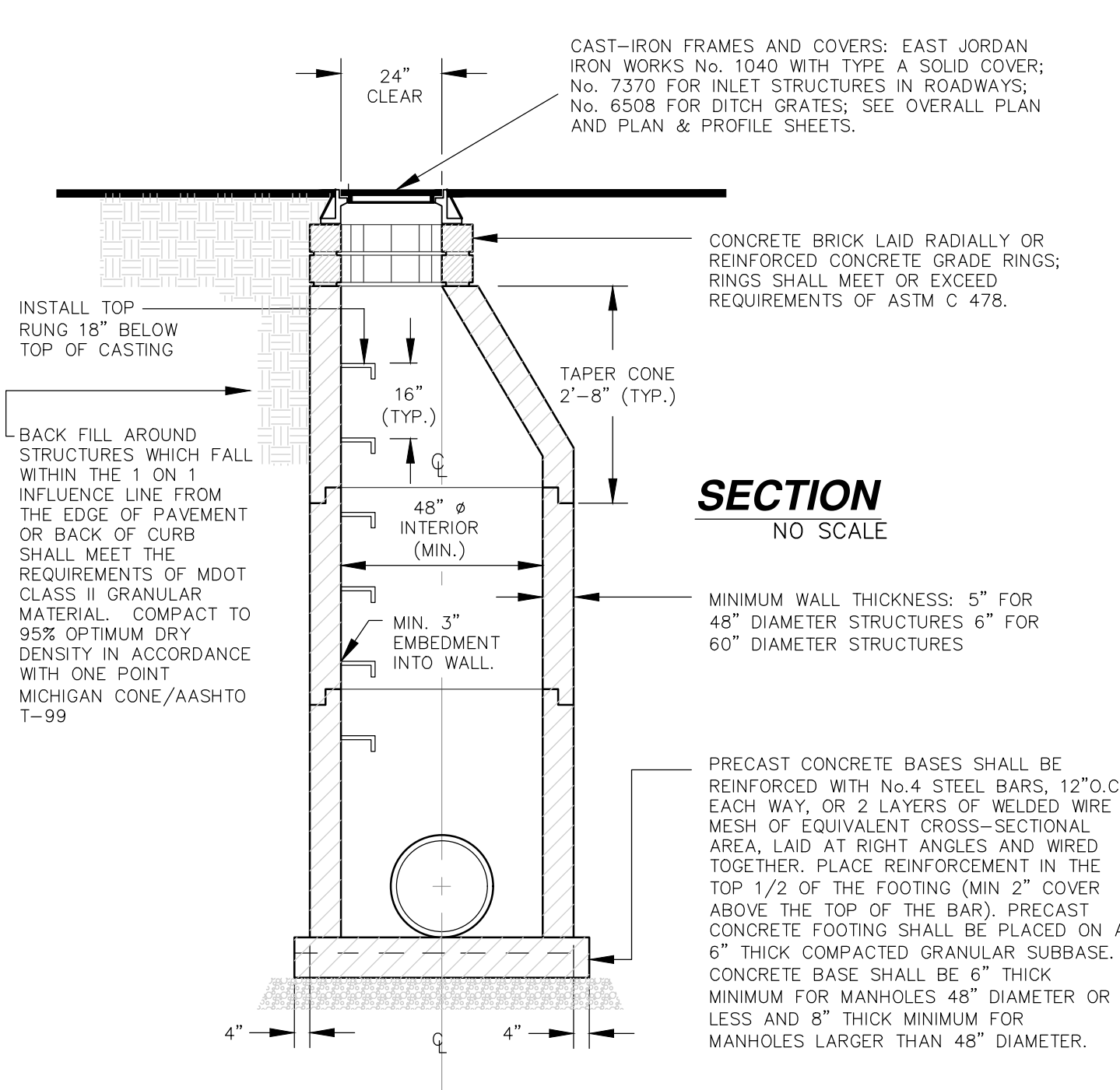
DEFLECTION TESTING: A RIGID BALL OR MANDREL DEFLECTION TEST SHALL BE PERFORMED ON ALL FLEXIBLE PIPE, AFTER BACK FILL HAS BEEN PLACED. THE BALL SHALL HAVE A DIAMETER EQUAL TO 95% OF THE INSIDE DIAMETER OF THE PIPE. THE TEST SHALL BE PERFORMED WITHOUT MECHANICAL PULLING DEVICES.

COPIES OF ASTM D 2321 ARE AVAILABLE FOR PURCHASE FROM:  
ASTM CUSTOMER SERVICE  
100 BARR HARBOR DRIVE WEST  
CONSHOCKEN, PA 19428-2959  
(610) 832-9585

| I.D. PIPE SIZE<br>(INCHES) | <18 | 21  | 24  | 36  |
|----------------------------|-----|-----|-----|-----|
| "W" TRENCH WIDTH<br>(FEET) | 3.0 | 3.5 | 4.0 | 6.0 |

TRENCH WIDTHS ARE FURNISHED SOLELY AS A GUIDE AND SHALL NOT RELIEVE THE CONTRACTOR FROM FOLLOWING AND OBSERVING ALL PERTINENT MIDSHA AND STANDARD SAFETY PRACTICES.

| ASTM<br>D 2321<br>CLASS | SOIL GROUP<br>SYMBOL<br>ASTM D-2467 | DESCRIPTION                                                           | PERCENT PASSING<br>SIEVE SIZES |                              |                        |
|-------------------------|-------------------------------------|-----------------------------------------------------------------------|--------------------------------|------------------------------|------------------------|
|                         |                                     |                                                                       | 1 1/2"                         | No. 4                        | No. 200                |
| CLASS II                | GW                                  | WELL GRADED GRAVELS AND GRAVEL SAND MIXTURES W/ LITTLE OR NO FINES.   | 100%                           | 50% (MAX) OF COARSE FRACTION | 5% (MAX)               |
|                         | GP                                  | POORLY GRADED GRAVELS AND GRAVEL SAND MIXTURES W/ LITTLE OR NO FINES. | 100%                           | 50% (MAX) OF COARSE FRACTION | 5% (MAX)               |
|                         | SW                                  | WELL-GRADED SANDS AND GRAVELY SANDS W/ LITTLE OR NO FINES.            | 100%                           | 50% (MAX) OF COARSE FRACTION | 5% (MAX)               |
|                         | SP                                  | POORLY GRADED SANDS AND GRAVELY SANDS W/ LITTLE OR NO FINES.          | 100%                           | 50% (MAX) OF COARSE FRACTION | 5% (MAX)               |
| CLASS III               | GM                                  | SILTY GRAVELS, GRAVEL-SAND-SILT MIXTURE.                              | 100%                           | 50% (MIN) OF COARSE FRACTION | 12% (MIN) TO 50% (MAX) |
|                         | GC                                  | CLAYEY GRAVELS, GRAVEL-SAND-CLAY MIXTURES.                            | 100%                           | 50% (MIN) OF COARSE FRACTION | 12% (MIN) TO 50% (MAX) |
|                         | SM                                  | SILTY SANDS, SAND-SILT MIXTURES.                                      | 100%                           | 50% (MIN) OF COARSE FRACTION | 12% (MIN) TO 50% (MAX) |
|                         | SC                                  | CLAYEY SANDS, SAND-SILT MIXTURES.                                     | 100%                           | 50% (MIN) OF COARSE FRACTION | 12% (MIN) TO 50% (MAX) |



GENERAL NOTES :

- WHERE BRICK IS USED UNDER CASTINGS IN LIEU OF GRADE RINGS, USE GRADE "A" CONCRETE BUILDING BRICK (MIN 2500 PSI COMPRESSIVE STRENGTH) LAID RADIALLY WITH ALL VOIDS FULLY MORTARED. PLACE CASTING ON A FULL BED OF MORTAR. MAXIMUM THICKNESS OF BRICK AND BEDDING SHALL NOT EXCEED 12" OR BE LESS THAN 8".
- SPACING BETWEEN PIPE ENTRANCE OPENINGS INTO MANHOLE SHALL BE 2. A MINIMUM OF 6 INCHES. "CLASS II AND III GRANULAR MATERIAL" IS DEFINED IN SECTION 902.3. OF MDOT'S 2020 STANDARD SPECIFICATIONS FOR CONSTRUCTION.
- ALL INFLOW AND OUTFLOW FLEXIBLE PIPES SHALL BE CONNECTED TO THE MANHOLE USING RESILIENT CONNECTORS. CPE PIPES SHALL USE MANHOLE ADAPTERS (AVAILABLE FROM PIPE MANUFACTURER) AND MANHOLES SHALL USE WATERTIGHT CONNECTORS CAST INTO THE MANHOLES, SUCH AS KOR-N-SEAL II OR 306, A-LOK OR Z-LOK.

ASTM STANDARDS AND STANDARD SPECIFICATIONS:

C 478 PRECAST REINFORCED CONCRETE MANHOLE SECTIONS.

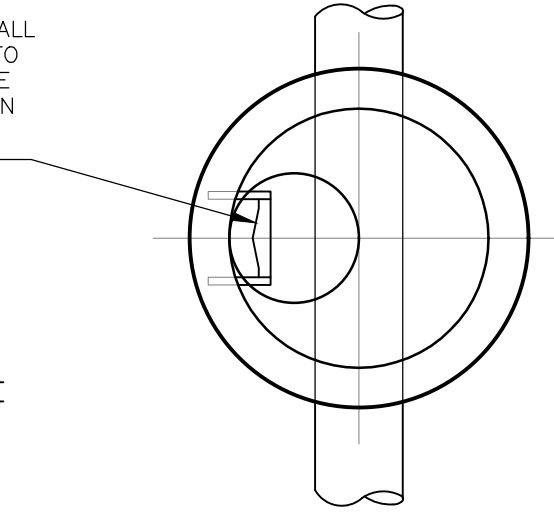
MANHOLE STEPS:

CAST INTO BASE, RISER, AND TOP SECTIONS SIDE WALL AT 12 - 16 INCH INTERVALS, AND SHALL BE WIDE ENOUGH FOR A MAN TO PLACE BOTH FEET ON ONE STEP, DESIGNED TO PREVENT LATERAL SLIPPAGE OFF THE STEP. INSTALLED RUNGS SHALL SUPPORT A MINIMUM CONCENTRATED LOAD OF 300 LBS AT ANY POINT ON THE STEP.

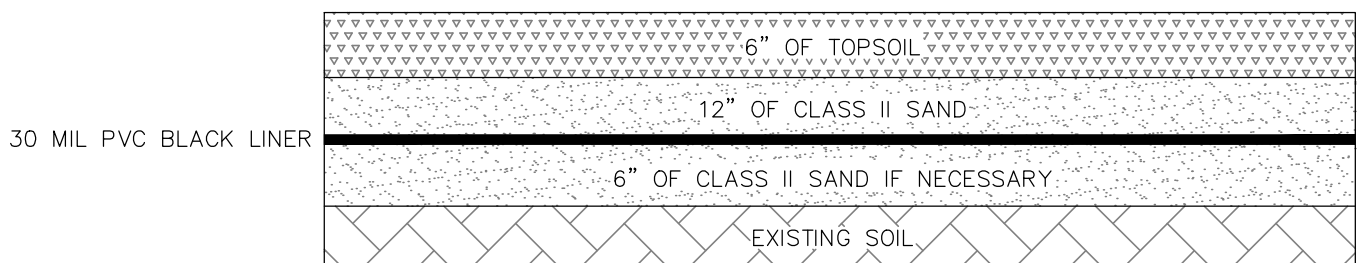
(1) STEEL REINFORCED POLYPROPYLENE STEPS, OR APPROVED EQUAL.

FURNISH AND INSTALL ACCESS RUNGS INTO STRUCTURE TO LINE UP WITH CAST-IRON FRAME AND COVER AS SHOWN.

PLAN VIEW  
NO SCALE



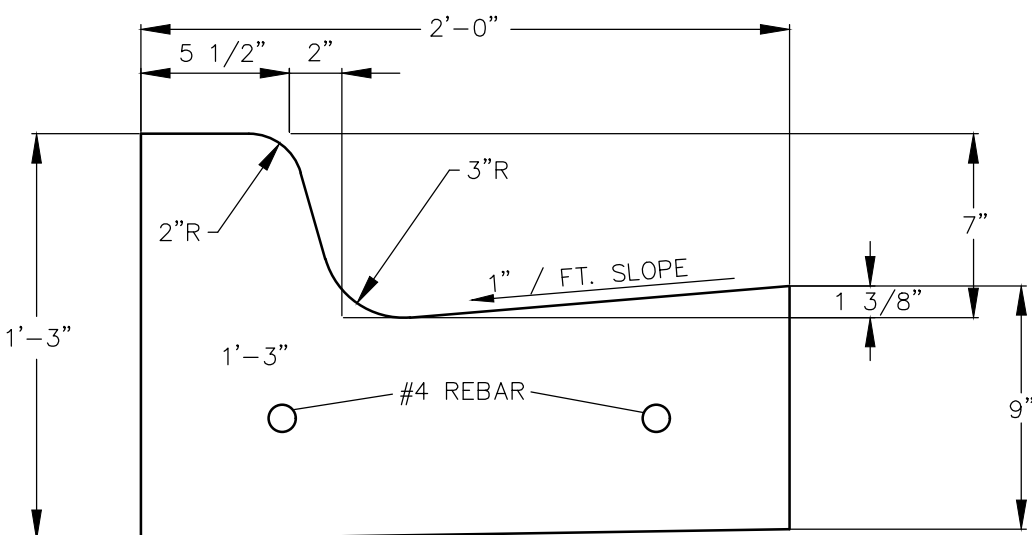
STORM MANHOLE DETAIL  
NO SCALE



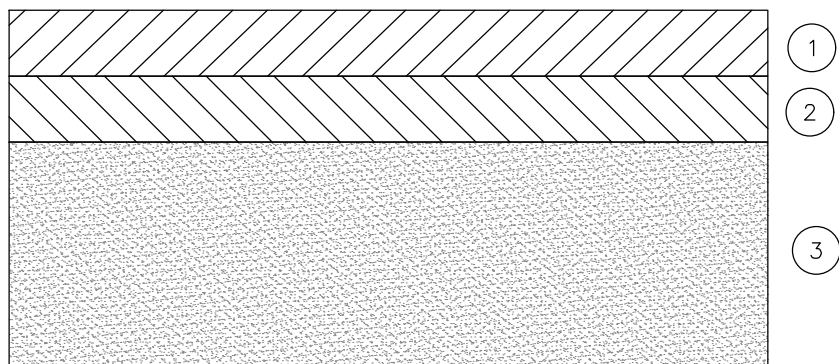
STORMWATER BASIN LINER DETAIL  
NO SCALE

ADDITIONAL SPECIFICATIONS NOTES

- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND ABIDING BY ANY NECESSARY PERMITS UNLESS OTHERWISE STATED. THE FOLLOWING PERMITS WILL BE REQUIRED:  
A. SOIL EROSION & SEDIMENTATION CONTROL PERMIT  
B. MDOT RIGHT-OF-WAY PERMIT
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONSTRUCTION SITE SAFETY.
- THE CONTRACTOR SHALL MAINTAIN INSURANCES FOR THE DURATION OF THE PROJECTS THAT ARE TYPICAL TO THE INDUSTRY FOR THIS TYPE OF CONSTRUCTION.
- CLEARING: THE CONTRACTOR MUST REMOVE ALL ORGANIC MATERIAL & NONORGANIC DEBRIS NECESSARY TO PERFORM THE WORK INDICATED IN THESE PLANS. DISPOSAL OF MATERIAL & DEBRIS IS THE CONTRACTOR'S RESPONSIBILITY. ON-SITE BURNING WILL ONLY BE ALLOWED WITH THE OWNER'S PERMISSION & WITH NECESSARY BURNING PERMITS. BURIAL OF MATERIAL & DEBRIS WILL NOT BE PERMITTED.
- STRIP & STOCKPILE TOPSOIL: THE CONTRACTOR SHALL REMOVE ALL TOPSOIL & STOCKPILE THE UNCONTAMINATED (FREE OF ROCKS, STICKS, & NONORGANIC SOIL UNDER THE TOPSOIL) TOPSOIL FOR REUSE IN AREAS ACCEPTABLE TO THE OWNER.
- RELOCATE EXISTING BURIED UTILITY LINES THAT CONFLICT WITH NEW SEWER. COORDINATE WITH SERVICE PROVIDER.
- COMPACTION: THE CONTRACTOR MUST COMPACT ALL FILL MATERIAL. COMPACTION MUST BE TO 95% MAXIMUM DENSITY. ONE FOOT LIFTS ARE RECOMMENDED, & MUST BE PRACTICED UNDER ROADS.
- FILL MATERIAL MUST AT A MINIMUM MEET THE REQUIREMENTS OF MDOT 2020 STANDARD SPECIFICATIONS FOR CLASS III GRANULAR MATERIALS. FOR PIPE TRENCH SEE THE DETAILS ON THIS SHEET.
- PROOF ROLLING: THE CONTRACTOR MUST PERFORM PROOF ROLLING PRIOR TO PLACEMENT OF THE AGGREGATE BASE. THIS MUST BE DONE USING APPROVED EQUIPMENT, & WILL NOT BE ACCEPTED UNLESS IT IS DONE IN THE PRESENCE OF A REPRESENTATIVE OF CIVIL ENGINEERS, INC.
- THE CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING FULLY VEGETATED COVER THAT STABILIZES EROSION. A MINIMUM OF 3" OF TOPSOIL, FERTILIZER, LAWN SEED & MULCH MUST BE PLACED. EROSION CONTROL BLANKETS SHOULD BE USED ON SLOPES THAT MAY CONTINUALLY WASHOUT SO THAT THE CONTRACTOR CAN MINIMIZE RETURN TRIPS TO FIX THESE WASHOUTS.
- ANY INFORMATION OR DATA ON THIS DRAWING IS NOT INTENDED TO BE SUITABLE FOR REUSE BY ANY PERSON, FIRM, OR CORPORATION OR ANY OTHERS ON EXTENSIONS OF THIS PROJECT OR FOR ANY USE ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION AND ADAPTATION BY THE ENGINEER FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE USERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO THE ENGINEER.



TYPICAL CROSS-SECTION  
MDOT C-4  
CONCRETE CURB DETAIL  
NO SCALE



- 1 - 1.5" HMA 13A C.I.P. WEARING COURSE.
- 2 - 1.5" HMA 13A C.I.P. LEVELING COURSE.
- 3 - 6" CIP MDOT 22A AGGREGATE BASE.

HMA CROSS-SECTION  
NO SCALE



Civil Engineers Inc.  
14250 Beadle Lk Rd  
Suite 150  
Bottle Creek, MI  
49014-7202  
www.cei-bc.com  
269-962-5127

JOB NO: 230604

DATE: 2/06/24

DRAWN BY: CDB

REVIEWED BY: RAR

OWNER

INDUSTRIAL DR STORAGE SITE PLAN

DETAIL SHEET

Know What's  
Below, Call  
MISS DIG.



REVISIONS

| Date | Comment |
|------|---------|
|      |         |
|      |         |
|      |         |
|      |         |

SHEET  
5/6

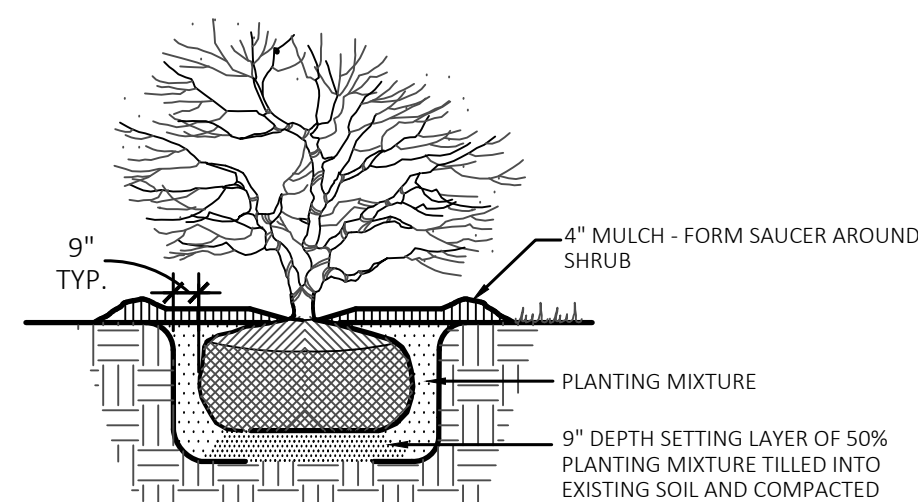


# 1 OVERALL LANDSCAPE PLAN

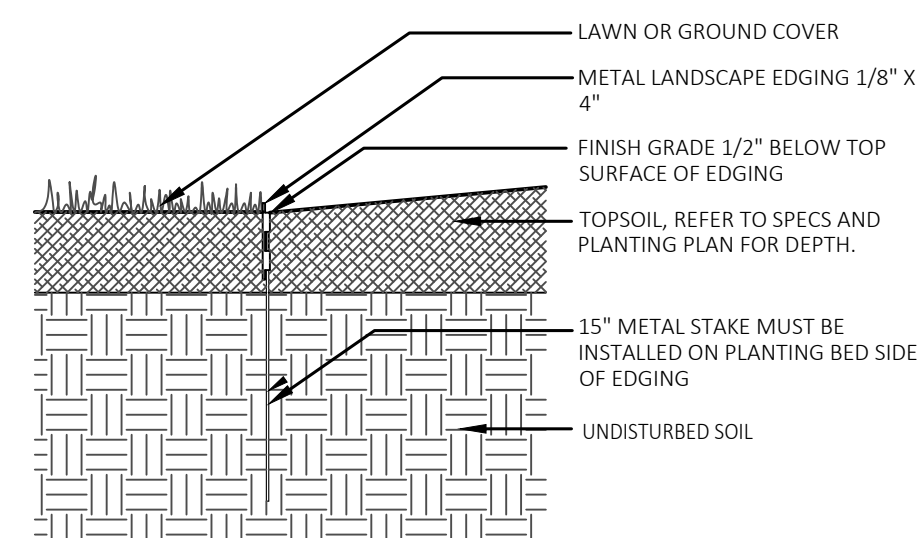
1" = 30'

PLANT LIST:

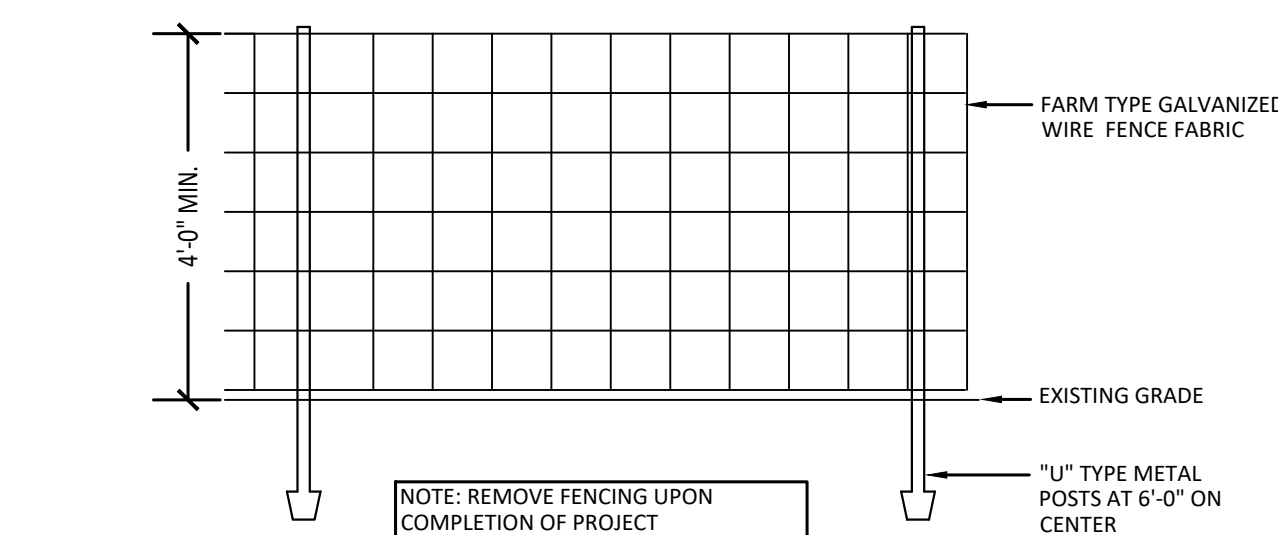
|                 | SYM. | BOTANICAL NAME                          | COMMON NAME                        | SIZE       | ROOT  | SPACING   | NOTES        |
|-----------------|------|-----------------------------------------|------------------------------------|------------|-------|-----------|--------------|
| TREES           | AF   | <i>Acer x. freemanii</i> 'Marmo'        | Marmo Freeman Maple                | 2" CAL.    | B&B   | PER PLANS | 8' MIN. HT.  |
|                 | CC   | <i>Carpinus caroliniana</i>             | Hornbeam                           | 2" CAL.    | B&B   | PER PLANS | 8' MIN. HT.  |
| EVERGREEN TREES | PG   | <i>Picea glauca</i> var. <i>densata</i> | Black Hills Spruce                 | 8'-10' HT. | B&B   | PER PLANS | 8' MIN. HT.  |
|                 | TO   | <i>Thuja o.</i> 'Emerald Green'         | Emerald Green Arborvitae           | 6'-8' HT.  | B&B   | PER PLANS | 6' MIN. HT.  |
| SHRUBS          | IV   | <i>Itea virginica</i> 'Little Henry'    | 'Little Henry' Virginia Sweetspire | #3         | CONT. | 4' O.C.   | 30" MIN. HT. |
|                 | TC   | <i>Taxus canadensis</i>                 | Canada Yew                         | #3         | CONT. | 6' O.C.   | 30" MIN. HT. |
|                 | JC   | <i>Juniperus chinensis</i> 'Sea Green'  | Sea Green Juniper                  | #3         | CONT. | 6' O.C.   | 30" MIN. HT. |



#### 4 Shrub Planting Detail



## 5 Metal Edging Detail

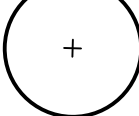
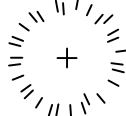
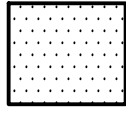


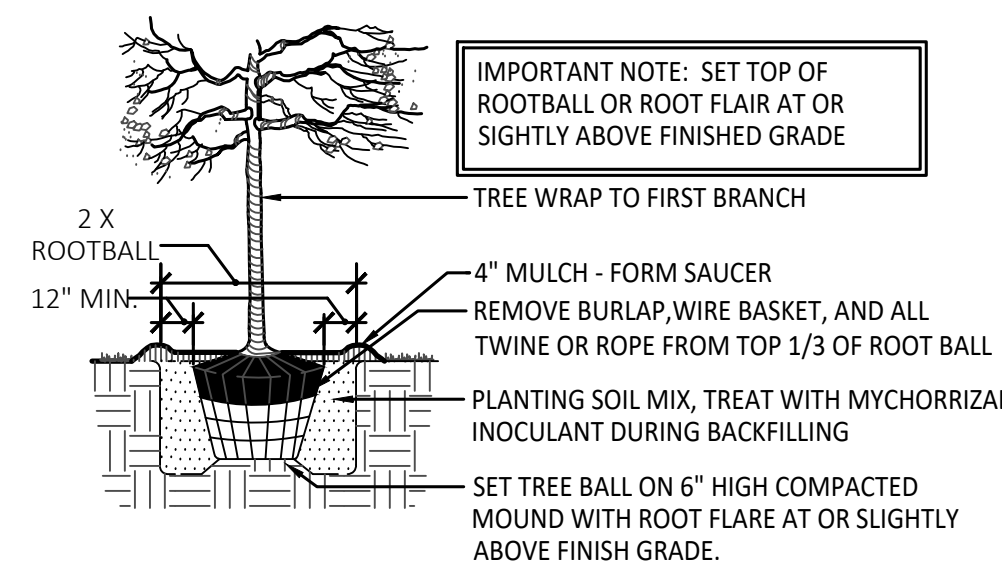
## 6 Tree Protection Fencing

LANDSCAPE NOTES:

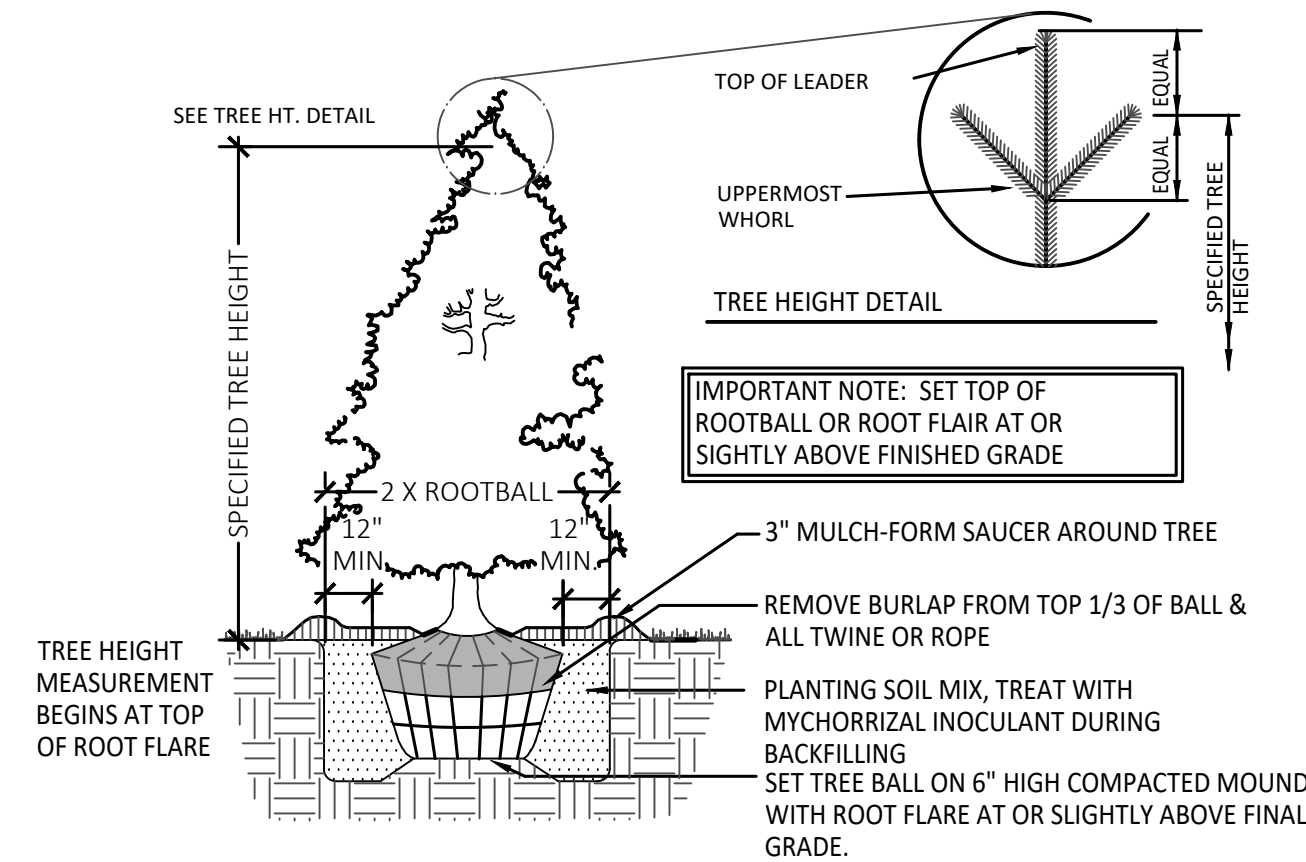
1. SURVEY OF EXISTING CONDITIONS PROVIDED BY CIVIL ENGINEERS, INC. 14250 BEAGLE LAKE RD., STE. 150, BATTLE CREEK, MI.
2. CALL "MISS DIG" AND VERIFY ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING WORK. 72 HOURS BEFORE YOU DIG CALL "MISS DIG" AT 1-800-482-7171. ANY UTILITIES DISTURBED BY CONSTRUCTION SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
3. ANY DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS SHOULD BE REPORTED TO THE CONSTRUCTION MANAGER IMMEDIATELY FOR RESOLUTION.
4. IN AREAS OF NEW TURF PLACE 4" MINIMUM TOPSOIL, FINE GRADE & ESTABLISH TURF WITHIN SEED LIMIT LINES.
5. PLACE SHREDDED HARDWOOD MULCH TO A 3" DEPTH IN ALL TREE & SHRUB BEDS & TO A 2" DEPTH IN ALL GROUND COVER BEDS.
6. UNLESS OTHERWISE NOTED, TOPSOIL, FINE GRADE AND SEED ALL DISTURBED AREAS WITHIN THE SEEDING LIMIT SHOWN AND AREAS DISTURBED BY CONSTRUCTION.
7. REPAIR AND RESTORE ANY DAMAGE OUTSIDE OF LIMIT OF WORK LINE TO ORIGINAL CONDITION.
8. PROTECT ALL TREES AND EXISTING FEATURES TO REMAIN AS SPECIFIED.
9. ALL TOPSOIL AND EXCESS FILL MATERIAL SHALL BE STOCKPILED ON SITE SEPARATELY FOR LATER RE-USE. LOCATE STOCKPILES IN AREAS AS DIRECTED BY CONSTRUCTION MANAGER AND PROTECT FROM EFFECTS OF EROSION.
10. ALL NURSERY STOCK SHALL BE TRUE TO TYPE AND NAME. ALL STOCK SHALL BE FIRST CLASS QUALITY WITH WELL DEVELOPED BRANCH SYSTEMS AND VIGOROUS HEALTHY ROOT SYSTEMS. ALL STOCK SHALL BE WELL FORMED AND THE TRUNKS OF TREES SHALL BE UNIFORM AND STRAIGHT.
11. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR IRRIGATION SCHEDULING FOR THE ENTIRE MAINTENANCE PERIOD UNLESS OTHERWISE NOTED.
12. CONTRACTOR RESPONSIBLE TO LOCATE SITE LIGHTING SERVICES. CONTRACTOR RESPONSIBLE TO NOTIFY CONSTRUCTION MANAGER IF DAMAGE TO LIGHTING ELECTRICAL DISTRIBUTION OCCURS.
13. UNLESS OTHERWISE SPECIFIED, ALL PERENNIALS, GRASSES AND GROUNDCOVERS SHALL BE GROWN IN THEIR CONTAINER FOR ONE YEAR PRIOR TO INSTALLATION.

### PROPOSED FEATURES LEGEND:

| SYMBOL                                                                                | DESCRIPTION                                                                                       | QUANTITY   |
|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|------------|
|    | PROPOSED DECIDUOUS TREE                                                                           | 2 / L1.0   |
|    | PROPOSED EVERGREEN TREE                                                                           | 3 / L1.0   |
|    | PROPOSED SHRUB                                                                                    | 4 / L1.0   |
|    | STORMWATER SEED MIX                                                                               | SEE SPECS. |
|    | PROPOSED RED LINE/<br>METAL EDGING                                                                | 5 / L1.0   |
|  | TREE PROTECTION FENCING                                                                           | 6 / L1.0   |
|  | PROPERTY LINE                                                                                     |            |
|  | PLANT TAG- REFERS TO TYPE AND NUMBER OF PLANTINGS<br>TO BE PROVIDED AND MAINTAINED BY CONTRACTOR. |            |



## 2 Deciduous Tree Planting Detail

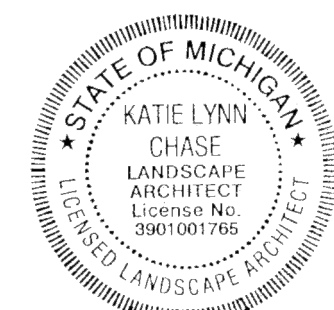


### 3 Evergreen Planting Detail



350 East Michigan Avenue Suite #415  
Kalamazoo Michigan 49007  
Phone (269) 381-3357  
Fax (269) 381-2944

Landscape Architecture  
Urban Planning  
Parks & Recreation  
Campus & Institutional Planning  
Camp Planning & Design



Kathleen Chase

For Review Only –  
Not For Construction

HARD COPY IS INTENDED TO  
BE 24"X36" WHEN PLOTTED.  
SCALE(S) INDICATED AND  
GRAPHIC QUALITY MAY NOT  
BE ACCURATE FOR ANY  
OTHER SIZES.

|                  |           |
|------------------|-----------|
| Issued For:      | Date:     |
| SITE PLAN REVIEW | 1/26/2017 |

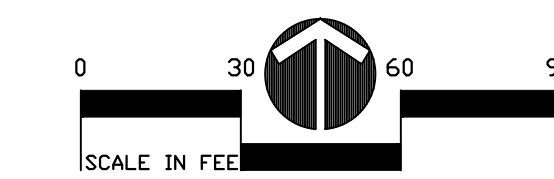
Project:

## Marshall Self Storage

## Marshall, MI

Sheet Title

## Overall Landscape Plan

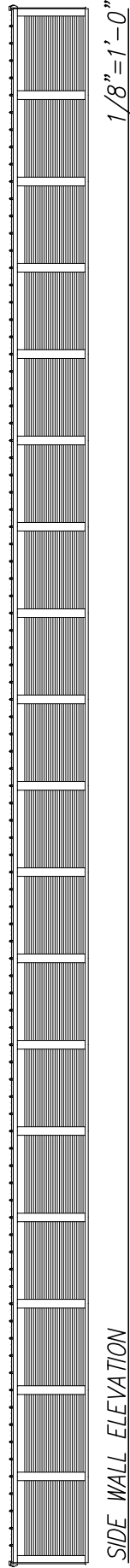


Job No

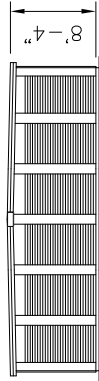
Sheet No.

22401

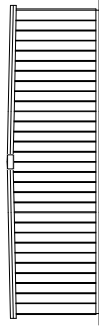
# L1.0



SIDE WALL ELEVATION



END WALL ELEVATION



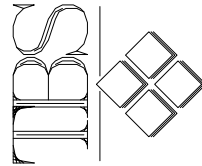
END WALL ELEVATION

THE ABOVE PLAN MAY NOT REFLECT THE IMPLICATIONS OF SECTION 903.2.9 OF THE 2012 OR 2015 IBC CODE WHICH MAY REQUIRE 3 HOUR FIREWALLS EVERY 2,500 SQFT OR MAY REQUIRE YOU TO SPRINKLE THE BUILDING.

TRACHTE RECOMMENDS (IN USA ONLY) THAT ALL PROJECTS REQUIRE A NUMBER OF UNITS BE ADA ACCESSIBLE, IF A CUSTOMER CHOOSES TO NOT CONFORM TRACHTE WILL NOT BE HELD ACCOUNTABLE.

TRACHTE BUILDING SYSTEMS, Inc.

This drawing and all parts thereof  
is the exclusive property of  
Trachte Building Systems, Inc.  
314 Wilburn Road, Sun Prairie, Wisconsin  
(800/356-5824) (Local 608/837-7899)  
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Revisions:

|            |                 |               |
|------------|-----------------|---------------|
| Revisions: |                 | By:           |
|            |                 |               |
|            |                 |               |
|            |                 |               |
|            |                 |               |
|            |                 |               |
|            |                 |               |
| Name: Rick | Scale: 1" = 30' | Date: 7/11/16 |

Job Description:

PROPOSED STORAGE SYSTEM FOR:  
  
ANYWHERE, USA

Sheet Title

FLOOR PLAN

Plan #

SAMPLE

NOTICE

NO FABRICATION CAN BE SCHEDULED OR BEGUN UNTIL "APPROVED" OR "APPROVED AS NOTED" DOCUMENTS ARE RECEIVED BY TRACHTE BUILDING SYSTEMS.

COMPLETE THE FOLLOWING:

APPROVED - RELEASE FOR FABRICATION

APPROVED AS NOTED - RELEASE FOR FABRICATION

NOT APPROVED - REVISE AND RESUBMIT

SIGNATURE

COMPANY

DATE / /

PAGE

# ITEM: 10.B

## ADMINISTRATIVE REPORT

---



**TO:** Honorable Mayor and City Council  
**FROM:** Derek N. Perry, City Manager  
**DATE:** April 15, 2024  
**SUBJECT:** **CHAPTER 53.03, ELECTRIC RATES ORDINANCE AMENDMENT**

---

The Marshall City Charter, Section 11.04 authorizes the City Council to set public utility service rates. This is accomplished by City of Marshall Ordinance Chapter 53, which governs the rates and rate methodology for the water (Section 53.01), sewer (Section 53.02) and electric (Section 53.03) utilities of the City.

While reviewing the ordinance, a rate setting procedural inconsistency was discovered between the three utilities as water and sewer rates are to be set by resolution and published in the City Utility Rules and Regulations and no such requirement exists for the electric rates. It appears that, historically, electric rates were just incorporated directly into the ordinance under Section 53.03, thus requiring an ordinance amendment and its associated process each time.

Because of this rate setting inconsistency, we are recommending that Section 53.03 be amended to incorporate language similar to water and sewer rate setting and provide for the electric rates to be set by City Council Resolution and be published in the City Utility Rule and Regulations.

As a DRAFT version of the ordinance was included in the City Council meeting packet on April 1, 2024, we are recommending that the City Council reintroduce Ordinance 2024-03 (under the Consent Agenda) and notice the correct version. Following tonight's public hearing, we recommend that no action be taken on the ordinance until May 6, 2024.

**BUDGET IMPACT:**

None.

**RECOMMENDATION:**

Hold the public hearing, but do not act upon Ordinance 2024-03 until May 6, 2024.



City of Marshall, Calhoun County, Michigan

Ordinance No. 2024-03

PREAMBLE

AN ORDINANCE TO AMEND THE CITY OF MARSHALL CODE OF ORDINANCES CHAPTER 53.03, ELECTRIC RATES, PURSUANT TO THE AUTHORIZATION SET FORTH IN ARTICLE IV, LEGISLATION, ARTICLE IX, GENERAL CITY FINANCE, AND ARTICLE XI, PUBLIC UTILITIES, OF THE MARSHALL CITY CHARTER; TO REPEAL ANY ORDINANCE INCONSISTENT THEREWITH; AND TO PROVIDE AN EFFECTIVE DATE THEREOF.

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

**Section 1. Title.** This ordinance shall be known as the “ City of Marshall Electric Service Rates by City Resolution” Ordinance.

**Section 2. Purpose.** The purpose of this Ordinance is to amend the City of Marshall Code of Ordinances, Chapter 53.03, Electric Rates, to set rates by resolution and to strike and delete any provision inconsistent therewith.

**Section 3. Amendment of Sec. 53.03 Electric Rates of Chapter 53 of the Marshall Code titled “RATES”** shall be amended as follows and deleted as indicated in strikethrough font.

**Sec. 53.03 Electric rates.**

- (A) Monthly service rates for electric account groups shall be established by resolution and published in the utility rules and regulations.
- (B) All necessary additional fees and cost of service charges related to the delivery of electric services shall be established by resolution and published in the utility rules and regulations.
- (C) The charges for electric services set forth in this chapter 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 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 months or more at any time prior to the date on which the city tax roll is approved.

~~(A) Residential Service Rate "A."~~

~~(1) Electric system access: \$7.25 per customer per month; plus~~

~~(2) Energy charge: \$0.1141 per kWh plus power supply cost adjustment.~~

~~(B) Residential Rate "A-1."~~

~~(1) Electric system access: \$7.25 per customer per month; plus~~

~~(2) Energy charge:-~~

~~Winter: \$0.1141 per kWh plus power supply cost adjustment for the first 600 kWh (October through May)-~~

~~\$0.0741 per kWh plus power supply cost adjustment for all over 600 kWh per month (October through May)-~~

~~Summer: \$0.1141 per kWh plus power supply cost adjustment for all kWh (June through September)-~~

~~(C) Residential Rate Life Support "LS."~~

~~(1) Electric system access: \$4.25 per customer per month; plus~~

~~(2) Energy charge: \$0.1041 per kWh plus power supply cost adjustment.-~~

~~(D) Commercial/Industrial Secondary Service "B."~~

~~(1) Electric system access: \$15.50 per customer per month; plus~~

~~(2) Energy charge: \$0.1124 per kWh plus power supply cost adjustment for all kWh used per month.-~~

~~(E) Commercial/Industrial Secondary Service "B1."~~

~~(1) Electric System Access: \$15.50 per customer per month; plus~~

~~(2) Energy Charge:-~~

~~Winter: \$0.0724 per kWh plus power supply cost adjustment.-~~

~~Summer: \$0.1124 per kWh plus power supply cost adjustment.-~~

~~(F) Commercial/Industrial Secondary Service "C."~~

~~(1) Electric system access: \$15.50 per customer per month; plus~~

~~(2) Capacity charge: \$10.87 per kW for all billing demand per month; plus~~

~~(3) Energy charge: \$0.0706 per kWh plus power supply cost adjustment.-~~

~~(G) Industrial Primary Service "D."~~

~~(1) Electric system access: \$100.00 per customer per month; plus~~

~~(2) Capacity charge: \$9.15 per kW for all billing demand per month (minimum 25 kW); plus~~

~~(3) Energy charge: \$0.076 per kWh plus power supply cost adjustment.-~~

~~(H) Industrial Primary Service Rate "D-2."~~

~~(1) Electric system access: \$100.00 per customer per month; plus~~

~~(2) Capacity charge: \$9.15 per kW for all billing demand per month (minimum 1000 kW); plus~~

- ~~(3) Energy charge: \$0.076 per kWh plus power supply cost adjustment.~~  
~~(1) Economic Development Rate "E."~~  
~~(1) Capacity charge: To be determined under special contract.~~  
~~(2) Energy charge: To be determined under special contract.~~

**Section 4. 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 5. 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 6. 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 7. Effective Date.** This Ordinance shall become effective immediately upon its publication.

**Section 8. Code Edits.** The editors of the Marshall City Code are hereby authorized, subject to approval of the City Manager, or designee, to update and revise code section numbers to effectuate the provisions of this Ordinance.

AYES:  
NAYES:  
ABSTENTIONS:

-----  
Mayor

STATE OF MICHIGAN  
COUNTY OF CALHOUN

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

-----  
Michelle Eubank, Clerk

Adopted:

Published:

# ITEM: 12.A

## ADMINISTRATIVE REPORT

---



**TO:** Honorable Mayor and City Council  
**FROM:** Derek N. Perry, City Manager  
Michelle Eubank, City Clerk  
**DATE:** April 15, 2024  
**SUBJECT:** FOIA APPEAL REQUEST - MR. GLENN KOWALSKE

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On March 13, 2024, Glenn Kowalske submitted a FOIA request for a copy of the current water supply and wastewater plan that the City has for the Marshall Mega-Site, aka MAJOR campus, and a copy of the last EGLE Sanitary Survey for the City of Marshall. On March 20, 2024, an extension was claimed by the Clerk's office for additional time to review the documents. After reviewing the request and speaking with the Directors of those departments, it was ascertained that this request would require the compiling of multiple documents, which would take approximately 2 days worth of work to compile all documents to satisfy this request. Given the number of documents and their nature, redaction time needed to be added, which was calculated at roughly a minute and a half per page, resulting in 3 additional days of work. The City Clerk's office sent Mr. Kowalske a deposit request on April 3, 2024, for the amount of \$1,119.09, which accounts for half of the estimated total amount for the time spent on this request.

On the evening of April 3, 2024, Mr. Kowalske submitted an appeal permissible under MCL 15.240, to the City Council (Head of the Public Body). After further clarification, which was received on April 4, 2024, Mr. Kowalske is seeking both a fee appeal and an appeal to the final decision, as he believes this to be a readily available document.

Per MCL 15.240a, the fee appeal request is deemed received at the time of their next regularly scheduled meeting, being April 15, 2024. At that time, City Council has 10 business days in which to do one of the following:

- a) Waive the fee
- b) Reduce the fee and issue a written determination to the requesting person indicating the specific basis under MCL 15.234 that supports the required fee. The determination shall include a certification from the head of the public body that the statements in the determination are accurate and that the fee amount complies with the publicly available procedures and guidelines.
- c) Uphold the fee and issue a written determination to the requesting person indicating the specific basis under MCL 15.234 that supports the required fee. The determination shall include a certification from the head of the public body that the statements in the determination are accurate and that the fee amount complies with the publicly available procedures and guidelines.
- d) Issue a notice extending for not more than 10 business days the period during which the head of the public body must respond to the written appeal.

Per MCL 15.240, the appeal letter for the final decision is deemed received at the time of their next regularly scheduled meeting, being April 15, 2024. At that time, City Council has 10 days in which to do one of the following:

- a) Reverse the disclosure denial.
- b) Issue a written notice to the requesting person upholding the disclosure denial.
- c) Reverse the disclosure denial in part and issue a written notice to the requesting person upholding the disclosure denial in part.
- d) Under unusual circumstances, issue a notice extending for not more than 10 business days the period during which the head of the public body shall respond to the written appeal. The head of the public body shall not issue more than 1 notice of extension for a particular written appeal.

**BUDGET IMPACT:**

Any reduction in fee would reduce the cost recovery for the employees' time spent on this request.

**RECOMMENDATION:**

Hear the appeals under MCL 15.240 and provide direction to the City Administration on a response to Mr. Kowalske.





323 W Michigan Ave, Marshall, MI 49068

P 269.781.5183 F 269.781.3835

cityofmarshall.com

April 3, 2024

Via Email Delivery Only: [glenn@kowalske.net](mailto:glenn@kowalske.net)

Glenn Kowalske  
15548 17 ½ Mile Rd  
Marshall, MI 49068

**Re: Marshall's Response to FOIA request, dated March 13, 2024, Received via email.**

Dear Mr. Kowalske

This correspondence serves as the City of Marshall's timely response to your FOIA request, dated 3/13/24, that was received via email on that same date. As your FOIA was received via email on Wednesday, March 13, 2024, the timeline for the City to respond (absent a 10-day extension) started on Thursday, March 14, 2024; first response was sent Wednesday, March 20, 2024; this second response was sent April 3, 2024.

You requested the following:

*I would like a copy of the current water supply and wastewater plan that the City has for the Marshall Mega-Site, aka MAJOR campus...*

*I would also like a copy of the last EGLE Sanatory Survey for the City of Marshall.*

The City requires a deposit to process your FOIA request. (See enclosure; MCL 15.234(8).)

Please be advised that unless the City receives your deposit within 48 days of the date of this letter, by May 21, 2024, the City will determine your FOIA request to be abandoned, as provided under Michigan law, MCL 15.234(14).

The City has no obligation nor duty to fulfil an abandoned FOIA request. Any FOIA request that was previously abandoned must be submitted under a new FOIA request. The City may destroy all records in accordance with applicable state and federal retention schedules, including prior FOIA requests that were abandoned.

As you are aware, FOIA only requires that a public body allow for copies or inspection of public records that are not otherwise exempt from disclosure or subject to redaction. The City will grant your request as required by law, or deny, redact, or advise whether a document or record exists; the City reserves the right to make redactions as permitted by law. Further, FOIA does not require government officials to speculate or opine concerning inquiries, nor answer questions for which no document exists, except to advise of such non-existence.

We look forward to receipt of your good faith deposit.

Very truly yours,

Michelle Eubank,  
City Clerk/FOIA Coordinator

Enclosures: Public Summary  
Itemization of Fees



### RIGHT TO APPEAL DISCLOSURE DENIAL AND RECOVER ATTORNEY'S FEES AND COSTS

If a public body makes a final determination to deny all or a portion of a FOIA request, the requesting person may do one of the following at his or her option:

- (1) Submit to the "head of the public body" (the Governing Board) a written appeal that specifically states the word "appeal" and identifies the reason or reasons for reversal of the disclosure denial; or
- (2) Commence an action in the circuit court to compel the public body's disclosure of the public records.

If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in an action commenced under section 10 of the FOIA, the court shall award reasonable attorneys' fees, costs, and disbursements. If the person or public body prevails in part, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages that kept or maintained the public record as part of its public function.

If the circuit court determines in an action commenced under section 10 of the FOIA that the City arbitrarily and capriciously violated the FOIA by refusal or delay in disclosing or providing copies of a public record, or that the public body willfully and intentionally failed to comply with the FOIA or otherwise acted in bad faith, the court shall award, in addition to any actual or compensatory damages, punitive damages as prescribed in the FOIA to the person seeking the right to inspect or receive a copy of a public record. The damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

A full explanation of your right to seek either appeal or judicial review is set forth in Section 10 of the FOIA, MCL 15.240.

## FREEDOM OF INFORMATION ACT DETAILED ITEMIZATION OF FEES

| Requestor's name and address:<br>Glenn Kowalske<br>15548 17 1/2 Mile Rd<br>Marshall, MI 49068                                                                                                                                |                                                          | Hand-Delivered<br>U.S. Mail<br><u>E-mail</u><br>Fax<br>Other |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|--------------------------------------------------------------|
| FEE CALCULATION                                                                                                                                                                                                              |                                                          | AMOUNT                                                       |
| Labor costs* to search, locate, and examine:<br><br>16 Hours x \$ 38.56 (hourly wage) x 40% (multiplier for fringe benefits, not to exceed 50% or actual cost of fringe benefits)                                            |                                                          | \$ 863.74                                                    |
| Labor costs* for review and separation of exempt from non-exempt material:<br><br>32 Hours x \$ 30.55 (hourly wage) x 40% (multiplier for fringe benefits, not to exceed 50% or actual cost of fringe benefits)              |                                                          | \$ 1,368.64                                                  |
| Labor costs* to duplicate or publish:<br><br>Hours x \$ _____ (hourly wage) x _____ % (multiplier for fringe benefits, not to exceed 50% or actual cost of fringe benefits)                                                  |                                                          | \$                                                           |
| Duplication and publication: Describe (copying, scanning, etc.)<br><br>\$ _____ (cost per page) x _____ number of pages                                                                                                      |                                                          | \$                                                           |
| Non-paper physical media: Describe (e.g. CD's, DVD's, flash drive, etc.) and list actual costs.<br>Flash drive 1GB                                                                                                           |                                                          | \$ 5.29                                                      |
| Mailing: Describe and list actual costs.                                                                                                                                                                                     |                                                          | \$                                                           |
| Less waiver for indigent persons (\$20.00)**                                                                                                                                                                                 |                                                          | \$                                                           |
| Less reduction for untimely response:<br><br>\$ subtotal x 5% reduction per day x _____ days                                                                                                                                 |                                                          | \$                                                           |
| If the total fee is more than \$50.00, you will be asked to pay a deposit of one-half of the amount of the total fee. <u>The total fee and deposit are estimates</u> , and your final costs may vary from these amounts. *** |                                                          | Deposit:<br>\$ 1,119.09                                      |
| Part or all of the documents requested are available online at:<br>If you prefer to have copies of these documents sent to you, please forward payment to the City for processing.                                           |                                                          | \$                                                           |
| Balance to be paid: ***                                                                                                                                                                                                      |                                                          | \$                                                           |
| Make Check/Money Order payable and mail to:                                                                                                                                                                                  | City of Marshall<br>323 W Michigan<br>Marshall, MI 49068 |                                                              |

\*Labor costs will be calculated using the lowest paid City employee capable of each task.

\*\* You must submit an affidavit of indigence to qualify for this fee waiver.

\*\*\*PER MCL 15.234(14), if the good-faith deposit is not received by May 21, 2024 (48 days after the notice is sent) the request will be considered "ABANDONED".\*\*\*\*PER MCL 15.234(8), It is estimated to take 30 days from the receipt of deposit to process the request.

# ITEM: 12.B

## ADMINISTRATIVE REPORT

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**TO:** Honorable Mayor and City Council  
**FROM:** Derek N. Perry, City Manager  
**DATE:** April 15, 2024  
**SUBJECT:** **DIRECT TV UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT RENEWAL**

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In 2014, the City executed a uniform video agreement per Michigan PA 480 of 2006 with AT&T (now DIRECTTV) that is set to expire on May 19, 2024. DIRECTTV has completed the standard Michigan Public Service Commission (MPSC) renewal and are requesting a 10-year renewal term.

We receive a 5% franchise fee, which is the maximum allowed under PA 480, per the existing agreement with them. On an annual basis, this provides approximately \$8,400 in revenue to the City General Fund. The renewal would be at the maximum 5% of gross sales in the City.

### **BUDGET IMPACT:**

The renewal agreement will continue the 5% video service provider fee resulting in approximately \$8,400 in revenue for the City General Fund on an annual basis.

### **RECOMMENDATION:**

Approve the DIRECTTV Uniform Video Service Local Franchise Renewal Agreement as presented and authorize the City Manager and City Clerk to sign the necessary documents.



Scott J. Alexander  
Senior Director – External Affairs  
2260 E. Imperial Highway  
El Segundo, California 90245  
(214) 202-3185  
[scott.alexander@directv.com](mailto:scott.alexander@directv.com)

February 23, 2024

**Via Electronic Delivery**

Michelle Eubank, Clerk  
City of Marshall  
323 W. Michigan Avenue  
Marshall, Michigan 49068

Dear Ms. Eubank:

Pursuant to Section 3 of 2006 Public Act 480, MCL 484.3303 ("Act 480") and the January 30, 2007 Order ("Order") and the April 16, 2009 Order of the Michigan Public Service Commission ("Commission"), in Case No. U-15169, DIRECTV, LLC ("DIRECTV"), hereby files the enclosed Uniform Video Service Local Franchise Agreement ("Renewed Agreement") by and between the City of Marshall, a Michigan municipal corporation (the "Franchising Entity") and DIRECTV (the "Provider"). The enclosed Renewed Agreement will have the effect of continuing in place the current terms and conditions in the Uniform Video Service Local Franchise Agreement between DIRECTV and the City of Marshall dated May 19, 2014 ("Initial Agreement").

The enclosed filing includes the standard form agreement approved by and required for use by the Commission. The Initial Agreement provided for a video service provider fee of 5% and a PEG Fee of 0%. The same fees are included in the Renewed Agreement.

If there are any questions concerning the enclosed filing, please contact me at (214) 202-3185 or via e-mail [scott.alexander@directv.com](mailto:scott.alexander@directv.com).

Scott J. Alexander  
Senior Director – External Affairs



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## UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the City of Marshall, a Michigan municipal corporation (the "Franchising Entity"), and DIRECTV, LLC, a California corporation doing business as DIRECTV, LLC.

### I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

## II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
  - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

## III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
  - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
  - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. [If the Provider is using telecommunication facilities] to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
  - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
  - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
  - iv. Natural disasters
  - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

#### **IV. Responsibility of the Franchising Entity**

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
  - ii. Access to a building owned by a governmental entity.
  - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

## **V. Term**

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

## **VI. Fees**

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
  - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
  - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
  - 1. **Gross revenues shall include all of the following:**
    - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
    - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
    - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
    - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
    - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
    - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
  - 2. **Gross revenues do not include any of the following:**
    - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
    - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
  - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
  - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
  - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
  - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
  - viii. Sales of capital assets or surplus equipment.
  - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
  - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

## **VII. Public, Education, and Government (PEG) Channels**

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the



particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider shall not exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

#### **VIII. PEG Fees**

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
  - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount \_\_\_\_\_) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
  - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 0 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
  - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is \_\_\_\_\_% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
  - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

#### **IX. Audits**

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

## **X. Termination and Modification**

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XI. Transferability**

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

## **XII. Change of Information**

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XIII. Confidentiality**

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:  
    "[insert PROVIDER'S NAME]  
    [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

## **XIV. Complaints/Customer Service**

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

## **XV. Notices**

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

*If to the Franchising Entity:*  
(must provide street address)

*If to the Provider:*  
(must provide street address)

### **City of Marshall:**

### **DIRECTV, LLC**

323 W. Michigan Avenue

2260 E. Imperial Highway

Marshall, Michigan 49068

El Segundo, California 90245

Attn: City Clerk

Attn: LEGAL / EXTERNAL AFFAIRS  
Scott J. Alexander, Senior Director – External  
Affairs

(cc: City Manager)

E-Mail Address: meubank@cityofmarshall.com

E-Mail Address: scott.alexander@directv.com

(cc: dperry@cityofmarshall.com)

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

## **XVI. Miscellaneous**

- A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.
- D. Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

**City of Marshall, a Michigan municipal corporation**

By

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

**FRANCHISE AGREEMENT**  
(Franchising Entity to Complete)

Date submitted:

Date completed and approved:

**DIRECTV, LLC, a California limited liability company**

By

\_\_\_\_\_  
Print Name

Scott J. Alexander

\_\_\_\_\_  
Title

Senior Director – External Affairs

\_\_\_\_\_  
Address

2260 E. Imperial Highway

\_\_\_\_\_  
City, State, Zip

El Segundo, California 90245

\_\_\_\_\_  
Phone

(214) 202-3185

\_\_\_\_\_  
Fax

None

\_\_\_\_\_  
Email

scott.alexander@directv.com

## **ATTACHMENT 1**

### **UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)**

|                                     |                   |                       |
|-------------------------------------|-------------------|-----------------------|
| Date: February 23, 2024             |                   |                       |
| Applicant's Name: DIRECTV, LLC      |                   |                       |
| Address 1: 2260 E. Imperial Highway |                   |                       |
| Address 2:                          |                   | Phone: (214) 202-3185 |
| City: El Segundo                    | State: California | Zip: 90245            |
| Federal I.D. No. (FEIN): 95-4511940 |                   |                       |

#### **Company executive officers:**

|                                                         |
|---------------------------------------------------------|
| Name(s): Brian M. Regan                                 |
| Title(s): Senior Vice President and Assistant Secretary |

#### **Person(s) authorized to represent the company before the Franchising Entity and the Commission:**

|                                                                 |           |                                    |
|-----------------------------------------------------------------|-----------|------------------------------------|
| Name: Scott J. Alexander or his designee(s)                     |           |                                    |
| Title: Senior Director - External Affairs                       |           |                                    |
| Address: 2260 E. Imperial Highway, El Segundo, California 90245 |           |                                    |
| Phone: (214) 202-3185                                           | Fax: None | Email: scott.alexander@directv.com |

**Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)**

DIRECTV, LLC

SEE ATTACHED MAP LABELED AS ATTACHMENT A

The Video Service Area Footprint is set forth in a map, attached as Attachment A, which is created using Expanded Geographic Information System (EGIS) software and thus, meets the requirements of Section 2(3)(e) of Act 480. The map identifies the Video Service Area Footprint in terms of AT&T wire centers or exchanges serving the City of Marshall, and such boundaries are overlaid onto a map with the municipal boundaries of the City of Marshall.

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

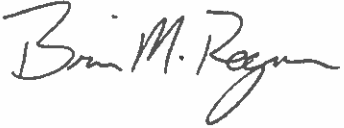
[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

For All Applications:

**Verification  
(Provider)**

I, Brian M. Regan, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

|                                                                                                   |                         |
|---------------------------------------------------------------------------------------------------|-------------------------|
| Name and Title (printed): Brian M. Regan, Senior Vice President and Assistant Secretary           |                         |
| Signature:<br> | Date: February 23, 2024 |

**(Franchising Entity)**

City of Marshall, a Michigan municipal corporation

By

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date



# ITEM: 12.C

## ADMINISTRATIVE REPORT

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**TO:** Honorable Mayor and City Council  
**FROM:** Derek N. Perry, City Manager  
Marguerite Davenport, Director of Public Services  
**DATE:** April 15, 2024  
**SUBJECT:** TRASH, LEAF, AND BRUSH REMOVAL MILLAGE RENEWAL

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The current voter approved Trash, Brush and Leaf Removal millage (0.75 mills authorized) is set to expire this year. This dedicated millage provides the necessary funding for a single pass curbside brush pickup in April, a bulk curbside trash pickup in May, and two passes for curbside bulk leaf pickup in October-December depending on leaf drop and weather.

As discussed at the work session on March 18, 2024, we have prepared a ballot renewal resolution for your consideration. If approved by the voters in August of this year, the dedicated millage of 0.75 mills would generate approximately \$200,000 for the program annually. As part of the renewal, we are recommending a four (4)-year term (2025 through 2028 inclusive) for the millage authorization.

### **BUDGET IMPACT:**

If the millage renewal proposal is placed on the August 2024 ballot for consideration by the voters and the dedicated millage is approved, funding would be available to perform the program in calendar years 2025-2028.

### **RECOMMENDATION:**

Approve Resolution 2024-7, A Resolution to Authorize Ballot Proposal to Renew Millage for the Annual Trash, Leaf and Brush Millage Program and authorize the City Manager and City Clerk to sign the necessary documents.

**CITY OF MARSHALL, MICHIGAN  
RESOLUTION NO. 2024-7**

**A RESOLUTION TO AUTHORIZE BALLOT PROPOSAL TO RENEW MILLAGE FOR THE  
ANNUAL TRASH, LEAF AND BRUSH MILLAGE PROGRAM**

Minutes of a regular meeting of the Council of the City of Marshall, held on April 15, 2024, at 7:00 PM.

PRESENT:

ABSENT:

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

**WHEREAS**, the Marshall City Council has determined that it is in the best interest of the community to provide dedicated revenue for the collection and removal of trash, leaves, and brush on an annual basis within the city; and

**WHEREAS**, the Marshall City Council is obligated by the Marshall City Charter, Section 2.18 to provide for the public peace, health, and safety; and

**WHEREAS**, the removal of trash, leaves and brush is a lawful municipal purpose; and

**WHEREAS**, the City of Marshall may impose and levy ad valorem property taxes to finance lawful public services, subject to and as authorized by the Michigan Constitution of 1963, State laws and the City Charter; and

**WHEREAS**, the Marshall City Council desires to levy up to three-fourths of one mill for trash, leaf, and brush removal; and

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL** hereby approves the following millage ballot question language and directs the City Clerk to submit it to the Calhoun County Clerk to be placed on the August 6, 2024, election ballot:

**ANNUAL TRASH, LEAF AND BRUSH  
MILLAGE RENEWAL PROPOSAL**

Shall a previously-voted millage for the purpose of providing revenue for the once annual removal of trash, leaves and brush be renewed at up to 0.75 mills (75¢ per \$1,000 of taxable value), and levied for four years (2025 through 2028 inclusive), and shall the City of Marshall be authorized to levy this millage on all taxable property in the City raising an estimated \$200,000 in the first year the millage is levy?

YES \_\_\_\_\_  
NO \_\_\_\_\_

Resolution declared adopted this 15th day of April 2024.

\_\_\_\_\_  
Michelle Eubank, City Clerk

I, Michelle Eubank, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on April 15, 2024 and that the said meeting was conducted and that the minutes of the meeting were kept and will be or have been made available.

\_\_\_\_\_  
Michelle Eubank, City Clerk