

CITY COUNCIL AGENDA

Regular Meeting

April 21, 2025 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 7, 2025

Regular Session - April 7, 2025

Work Session - April 12, 2025

B. City Bills

Purchases 4/4/2025 \$56,129.02

Purchases 4/11/2025 \$55,267.46

Purchases 4/15/2025 \$290,116.20

March Power Purchase \$831,243.92

TOTAL \$1,232,756.60

C. FOIA POLICY

D. MARSHALL AREA FARMERS MARKET - PARKING LOT USE

E. ENGINEERING PROPOSAL - SANITARY SEWER FLOW MONITORING

F. SCHULER'S SIDEWALK USE PERMIT

8) PRESENTATIONS AND RECOGNITIONS

9) INFORMATIONAL ITEMS

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

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

A. TRESPASS ORDINANCE UPDATE 133.03

B. REPEAL OF ORDINANCE 135.02 INDECENT LANGUAGE

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

C. EQUIPMENT PURCHASE - DEPARTMENT OF PUBLIC WORKS

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) CLOSED SESSION Pursuant to MCL 15.268 Sec. (h) To consider material exempt from discussion or disclosure by state and federal statute, specifically a written legal opinion subject to the attorney-client privilege MCL 15.243(1)(g).

17) POST CLOSED SESSION ACTION To consider potential action items following the closed session.

A. WATER AND SEWER UTILITY FRANCHISE AGREEMENT

18) ADJOURNMENT

CITY COUNCIL MINUTES

April 7, 2025

Work Session - 6:00 PM

1) CALL TO ORDER

IN A REGULAR SESSION held on Monday, April 7, 2025 at 6:00 PM in the Training Room of City Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Wolfersberger.

2) ROLL CALL

Roll was called:

Present: Mayor Scott Wolfersberger, Jacob Gates, James Hackworth, Andrew Scibbe, Ryan Traver, Ryan Underhill

Also Present: Manager Perry and Clerk Eubank

Absent: Theresa Chaney-Hugget

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

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. UTILITY CASH RESERVE POLICY REVIEW

Discussion was held between council and staff on the annual review of the utility cash reserve policy.

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.

Kelly Isaac of the City of Marshall gave public comment.

6) ADJOURNMENT

The meeting was adjourned at 6:55 pm.

Respectfully submitted by,

Michelle Eubank
City Clerk

CITY COUNCIL MINUTES

April 7, 2025

Regular Meeting - 7:00 PM

1) CALL TO ORDER

IN A REGULAR SESSION held on Monday, April 7, 2025 at 7:00 PM in the Council Chambers of City Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Wolfersberger.

2) ROLL CALL

Roll was called:

Present: Mayor Scott Wolfersberger, Jacob Gates, James Hackworth, Andrew Scibbe, Ryan Traver, and Ryan Underhill

Also Present: Manager Perry and Clerk Eubank

Absent: Theresa Chaney-Huggett

Moved by Ryan Traver, supported by Jacob Gates to excuse member Chaney-Huggett. 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.

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.

Jim Coury of 712 Gorham St, Mith Robbins of 305 N Liberty, Regis Klingler of 348 Butler Ct, Malia Flynn, Laurie Hartman, Kelly Isaac of N Liberty St, Barry Wayne Adams of 622 W Green St, and Ian Stewart of 515 Schuyler gave public comment.

7) CONSENT AGENDA

Moved by Ryan Traver, supported by James Hackworth to approve the consent agenda as presented. On a roll call vote:

Ayes: Jacob Gates, James Hackworth, Andrew Scibbe, Ryan Traver, Ryan Underhill, Scott Wolfersberger

Nays: None

Abstain: None

Motion carried.

A. City Council Minutes

Work Session - March 17, 2025

Regular Session - March 17, 2025

B.	<u>City Bills</u>	
	Purchases 3/14/2025	\$144,092.04
	Purchases 3/21/2025	\$69,031.27
	Purchases 3/28/2025	\$296,421.69
	TOTAL	\$509,545.00

C. APRIL 12, 2025, WORK SESSION - FY26 BUDGET REVIEW

D. ELECTRIC - FIBERNET DEPARTMENT REORGANIZATION PLAN

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

F. SPECIAL EVENT REQUEST - GARDEN FESTIVAL

G. SPECIAL EVENT REQUEST - STEP OUT OF DARKNESS

H. SPECIAL EVENT REQUEST - OAKLAWN COLOR CLASSIC 5K AND FUN RUN

I. SPECIAL EVENT REQUEST - MARKET ON MAIN

8) PRESENTATIONS AND RECOGNITIONS

A. MARSHALL AREA CONSERVATION COMMITTEE (MACC)

Ian Campbell and Ian Stewart gave a presentation on the Marshall Area Conservation Committee.

B. ARBOR DAY PROCLAMATION

Mayor Wolfersberger proclaimed April 25, 2025, as Arbor Day in the City of Marshall.

C. NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK PROCLAMATION

Mayor Wolfersberger proclaimed April 13-19, 2025 as National Public Safety Telecommunicators week in Marshall.

D. CHILD ABUSE PREVENTION MONTH PROCLAMATION

Mayor Wolfersberger proclaimed April as Child Abuse Prevention Month in Marshall.

9) INFORMATIONAL ITEMS

A. DISTRIBUTION OF FY2026 PROPOSED BUDGET

Manager Perry presented the FY2026 proposed budget to council.

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. MODIFICATION TO ELECTRIC GENERAL SERVICE RATE C

Moved by James Hackworth, supported by Ryan Underhill to approve Resolution No. 2025-11, A Resolution to Modify Electric General Service Rate "C" and authorize the City Manager and City Clerk to sign the necessary documents. On a roll call vote:

Ayes: Andrew Scibbe, Ryan Traver, Ryan Underhill, Scott Wolfersberger, Jacob Gates, James Hackworth

Nays: None

Abstain: None

Motion carried.

**CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2025-11**

A RESOLUTION TO MODIFY ELECTRIC GENERAL SERVICE RATE "C"

Minutes of a regular meeting of the Council of the City of Marshall, held on April 7, 2025, at 7:00 PM.

PRESENT:

ABSENT:

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

WHEREAS, on May 20, 2024, Marshall City Council adopted Resolution No. 2024-13 approving a five-year electric rate plan designed to meet the Electric Department's projected revenue requirements through 2028, including operation and maintenance expenses, power supply costs, capital improvements and debt service obligations; and

WHEREAS, General Service Rate "C," included in the five-year rate plan, contains a 5 kilowatt (kW) monthly minimum demand charge for all General Service Rate "C" customers; and

WHEREAS, General Service Rate "C" was designed using actual customer billing demand data, not including said 5 kW minimum demand charge; and

WHEREAS, , said 5 kW minimum demand charge has not been applied to General Service Rate "C" bills and would create financial hardship for some General Service Rate "C" customers if it was applied;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL hereby determines that the attached General Service Rate "C" rate schedule is adopted effective immediately upon passage of this Resolution and shall replace the General Service Rate "C" rate schedule adopted pursuant to Resolution No. 2024-13, dated May 20, 2024, and that all prior billings under the General Service Rate "C" rate schedule and the Commercial/Industrial Secondary Service "C" rate schedule are hereby confirmed.

Resolution declared adopted this 7th day of April 2025.

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 7, 2025 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

B. MDOT BRIDGE PROGRAM APPLICATION - S. MARSHALL AVE. BRIDGE OVER RICE CREEK

Moved by Jacob Gates, supported by James Hackworth to approve Resolution 2025-10, A Resolution Authorizing the South Marshall Avenue Bridge Replacement through the Local Bridge Program, and authorize the City Manager and City Clerk to sign the necessary documents. On a roll call vote:

Ayes: Ryan Traver, Ryan Underhill, Scott Wolfersberger, Jacob Gates, James Hackworth, Andrew Scibbe

Nays: None

Abstain: None

Motion carried.

**CITY OF MARSHALL, MICHIGAN
RESOLUTION #2025-10**

RESOLUTION AUTHORIZING FOR SOUTH MARSHALL AVENUE BRIDGE REPLACEMENTTHROUGH THE LOCAL BRIDGE PROGRAM

At a regular meeting of the City Council of the City of Marshall, Michigan, held in the Council Chambers, Town Hall located at 323 W. Michigan Avenue, Marshall, Michigan, on the 7th day of April, 2025 at 7 p.m.

PRESENT:

ABSENT:
MOTION BY:
SUPPORTED BY:

WHERE AS, the City of Marshall is preparing a Local Bridge Program Funding Application for the replacement of the S. Marshall Avenue Bridge over Rice Creek, and

WHERE AS, the City of Marshall may be eligible for a maximum of up to 95 percent participation from Federal and/or State sources, and

WHERE AS, the condition of the bridge listed below has deteriorated to such an extent that replacement is necessary and

WHERE AS, the budget of the City of Marshall will not allow replacement of this bridge without additional funds from other sources.

THEREFORE, BE IT NOW RESOLVED that the City of Marshall request local bridge program funds for replacement of the S. Marshall Avenue over the Rice Creek Bridge for the year 2028.

IN TESTIMONY WHEREOF, I have herunto set my hand affixed seal of said City of Marshall, this the _____ day of _____ A.D., 2025.

AYES:
NAYES:
ABSTAINED:

RESOLUTION DECLARED ADOPTED.

)
COUNTY OF CALHOUN) ss:

I, the undersigned, the fully qualified Clerk of the City of Marshall, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Marshall at a regular meeting held on the 7th day of April 2025, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this 7th day of April 2025.

Michelle Eubank, City of Marshall City Clerk

Dated:

C. SPECIAL EVENT REQUEST - MARSHALL PRIDE FESTIVAL

Moved by Jacob Gates, supported by Ryan Underhill to approve the Marshall Pride Festival Special Event for June 14, 2025, at the Brooks Memorial Fountain Park. On a voice vote: **Motion carried.**

D. SPECIAL EVENT REQUEST - CRUISE AT THE FOUNTAIN

Moved by Andrew Scibbe, supported by Ryan Underhill to Approve the July 5th 2025, Cruise at the Fountain Special Event Application request. On a voice vote: **Motion carried.**

E. SPECIAL EVENT REQUEST- OAKLAWN CENTENNIAL CELEBRATION

Moved by Jacob Gates, supported by Ryan Underhill to Recuse member Ryan Traver from item 12E of the agenda. On a voice vote: **Motion carried.**

Moved by James Hackworth, supported by Jacob Gates to Approve the Special Event Request for the Oaklawn Centennial Celebration on July 25, 2025. 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.

David Gilbert, Emily Emerson-Rich of Union St, Kelly Isaac of the City of Marshall, Regis Klinger of 348 Butler Ct, Barry Wayne Adams of 622 W Green St, and Ian Stewart gave public comment.

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

The meeting was adjourned at 8:17 pm.

Respectfully submitted by,

Michelle Eubank
City Clerk

CITY COUNCIL MINUTES

April 12, 2025

Work Session - 7:00 AM

1) CALL TO ORDER

IN A WORK SESSION held on Saturday, April 12, 2025 at 7:00 AM in the Training Room of City Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Wolfersberger.

2) ROLL CALL

Roll was called:

Present: Mayor Scott Wolfersberger, Theresa Chaney-Huggett (arrived at 7:04am), Jacob Gates, James Hackworth, Andrew Scibbe, Ryan Traver, and Ryan Underhill

Also Present: Manager Perry, Clerk Eubank, and Treasurer Dopp

Absent: None

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

None

4) DISCUSSION ITEMS

A. FY26 PROPOSED BUDGET

Discussion was held between city council and city staff on the proposed FY2026 budget.

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 8:59 am.

Respectfully submitted by,

Michelle Eubank
City Clerk

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 04/04/2025 - 04/04/2025
JOURNALIZED
PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
1NWX-PYKN-GV31	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 DDDN SUPPLIES		34.95
1TCH-337P-R3R3	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 PERSONNEL FOLDER		78.77
1VK3-TCCV-9R1Q	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 HANGING ADHESIVE		17.29
38814948	APPLIED CAPITAL, LLC	CONTRACT NO. 132-1753516-000 MRLEC COPIE		117.52
2777449	APPLIED INNOVATION	ACCT NO. LAG783-007 MRLEC COPIER SERVICE		73.51
225-527677	AUTO VALUE MARSHALL	ACCT NO. 22500610 VEHICLE BATTERIES		347.70
225-527704	AUTO VALUE MARSHALL	ACCT NO. 22500610 TRANSMISSION/POWER STE		117.75
225-527713	AUTO VALUE MARSHALL	ACCT NO. 22500610 GEAR OIL, BRUSH		78.69
225-527729	AUTO VALUE MARSHALL	ACCT NO. 22500610 VEHICLE BATTERY		279.99
225-527744	AUTO VALUE MARSHALL	ACCT NO. 22500610 2.5X.080 120 ALU		57.00
04/03/2025	BROOKE ALLSTEAD	UB refund for account: 3029		29.42
04032025	CALHOUN COUNTY TREASUR	TAX REFUND PARCEL #13-53-001-012-02		2,151.33
04012025	CALHOUN COUNTY WATER R	2024 DRAIN ASSESSMENT CITY AT-LARGE		914.42
03312025	CB HALL ELECTRIC COMPAN	ELECTRICAL INSPECTION SERVICES 3/1/25 -		750.00
TRANSIT-2025-000001	CITY OF BATTLE CREEK	TRANSIT-2025-00000018 DART BUS #6 MAINTEN		210.69
271752	CONNECTED SOLUTIONS GR	QUOTE #44017 MICROSOFT SURFACE PRO 10	2025.230	1,772.67
04/03/2025	CRAIG, JULIEANN	UB refund for account: 3203240035		34.01
04/03/2025	DOXTADER, VALDA	UB refund for account: 3101190020		52.54
3421167	EDWARDS INDUSTRIAL SAL	50FT BLUE PRESSURE WASHER 3/8"		144.05
2025069	GRP ENGINEERING A VERD	ENGINEERING SERVICES - GENERAL MISC SERV		625.00
2025070	GRP ENGINEERING A VERD	ENGINEERING FOR BLUEOVAL CIRCUIT RELOCAT	2025.172	2,680.00
04/03/2025	HAMMAN, MIRANDA	UB refund for account: 2102460006		23.21
CI-04880	HYDROCORP	CUST NO. C000161 INSPECTION & REPORTING		1,350.00
CI-05380	HYDROCORP	CUST NO. C000161 INSPECTION & REPORTING		1,350.00
04/03/2025	JAY ALDERSON	UB refund for account: 3658		25.80
701279	KISM, LCC.	2024 KISM SCADA MONITORING WTP		2,180.00
04022025	LAUPP, DAKODA	REIMBURSEMENT FOR CDL ENDORSEMENT & PERM		35.00
03282025	MACK, JEFF	BOOT ALLOWANCE - MACK, JEFF		150.03
03102025CR	MARSHALL COMMUNITY CRE	CREDIT CARD - CHRISTY RAMEY 0075		285.82
03102025COM	MARSHALL COMMUNITY CRE	CREDIT CARD - CITY OF MARSHALL 0668		496.89
03102025DP	MARSHALL COMMUNITY CRE	CREDIT CARD - DEREK PERRY 0601		295.98
03102025JL	MARSHALL COMMUNITY CRE	CREDIT CARD - JOSHUA LANKERD 0577		2,344.40
03102025JM	MARSHALL COMMUNITY CRE	CREDIT CARD - JUSTIN MILLER 0593		817.74
03102025KA	MARSHALL COMMUNITY CRE	CREDIT CARD - KRISTOPHER AMBROSE 0635		1,112.20
03102025MD	MARSHALL COMMUNITY CRE	CREDIT CARD - MARGUERITE DAVENPORT 0018		281.40
03102025MF	MARSHALL COMMUNITY CRE	CREDIT CARD - MARSHALL FIBERNET 0569		679.43
03102025ME	MARSHALL COMMUNITY CRE	CREDIT CARD - MARTIN ERSKINE 0551		1,144.33
04/03/2025	MOORE, BRADLEY	UB refund for account: 101650033		69.80
56881033	POWER LINE SUPPLY	MEASURING STICK (METER DEPT)		541.50
56881131	POWER LINE SUPPLY	2/0 AL TRIPLEX	2025.228	5,040.00
56881457	POWER LINE SUPPLY	1/0 AL TRIPLEX	2025.228	4,788.00
56881458	POWER LINE SUPPLY	#2 AL TRIPLEX	2025.228	2,880.00
56881459	POWER LINE SUPPLY	AUTO SPLICE	2025.228	3,941.56
03312025	POWERS, BRYAN	BUILDING INSPECTION SERVICES 2/1/25 - 2/		3,125.00
00202284	PROGRESSIVE AE, INC.	SITE PLAN AND STORM SERVICES FOR BOBP TH		1,511.25
261	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 3/24/25 - 3/30/2	2025.173	4,060.00
1699	V & V ASSESSING LLC	ASSESSING SERVICES 4/1/25 - 4/30/25	2025.001	5,200.00
03242025	WOW! BUSINESS	ACCT NO. 013934621 DPW		51.84
03292025	WOW! BUSINESS	ACCT NO. 014226414 FIRE STATION		149.40
40313616	XEROX FINANCIAL SERVIC	ACCT NO. 4110874 XEROX LEASE 3/4/25 - 4/		1,631.14
GRAND TOTAL:				56,129.02

04/17/2025 08:49 AM
User: KWAGNER
DB: Marshall

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 04/11/2025 - 04/11/2025
JOURNALIZED
PAID

Page: 1/1

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
04112025	CITY OF MARSHALL	FARMER'S MARKET PETTY CASH REIMBURSEMENT		506.00
04072025	DAVIS, SAMANTHA	REFUND FOR CEMETERY LOT CONTRACT DEPOSIT		100.00
04072025	ERB, JASON	UNIFORM ALLOWANCE - ERB, JASON		519.79
04/11/2025	LINDSEY SCHWANGER	UB refund for account: 3304		74.20
2024SUMMEROPRAFINA	MICHIGAN DEPARTMENT OF 2024 SUMMER OPRA DIST FINAL			19,896.21
2024WINTEROPRAFINA	MICHIGAN DEPARTMENT OF 2024 WINTER OPRA DIST FINAL			12,297.07
2024SUMMERLANDFINA	MICHIGAN DEPARTMENT OF 2024 SUMMER LAND BANK FINAL			85.77
2024WINTERLANDFINA	MICHIGAN DEPARTMENT OF 2024 WINTER LAND BANK FINAL			57.11
2024SUMMERIFTFINAL	MICHIGAN DEPARTMENT OF 2024 SUMMER IFT DIST FINAL			6,446.33
2024WINTERIFTFINAL	MICHIGAN DEPARTMENT OF 2024 WINTER IFT DIST FINAL			3,907.78
04082025	PARKS, MATT	BOOT ALLOWANCE - PARKS, MATT		125.28
04032025	QUADIENT FINANCE USA, ACCT NO. 7900 0440 5582 9307 POSTAGE MAR			3,000.00
04112025	SCHULER'S RESTAURANT & OPRA OVERPAYMENT			4,234.42
25S-09A-018	STR8-4WARD TRAINING COIABANDONED VEHICLE LAW & TRAINING - POTTE			175.00
262	TOP TO BOTTOM TREE SER'ELECTRIC LINE CLEARANCE 3/31/25 - 4/6/25 2025.173			3,842.50
GRAND TOTAL:				55,267.46

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 04/15/2025 - 04/15/2025
JOURNALIZED
PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
54283	B&B SERVICES	ELBOW PUSH CONNECT		24.20
4223666195	CINTAS CORP	UNIFORM SERVICES - ELECTRIC & FIBER 3/11		58.34
4223666182	CINTAS CORP	UNIFORM SERVICES - POWER HOUSE 3/11/25		95.62
4223666132	CINTAS CORP	UNIFORM SERVICES - WASTEWATER 3/11/25		65.97
4223666157	CINTAS CORP	UNIFORM SERVICES - WATER 3/11/25		67.32
189518	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES (PSB,		1,116.26
189597	D & D MAINTENANCE SUPP	JANITORIAL SERVICE AT MRLEC 2/10/25 - 3/		2,220.00
647705	DARLING ACE HARDWARE	GORILLA GLUE		8.59
647839	DARLING ACE HARDWARE	7PC 1IN INSERT HEX SEC		6.99
648316	DARLING ACE HARDWARE	MIRROR, GLOVES		29.98
648989	DARLING ACE HARDWARE	HARDWARE, LABOR		20.00
649164	DARLING ACE HARDWARE	MIRROR		22.99
649605	DARLING ACE HARDWARE	SCREW EYE, TARP STRAP		6.18
650022	DARLING ACE HARDWARE	BATTERIES		17.99
650042	DARLING ACE HARDWARE	CHIP BRUSH, PAINTER'S TAPE		10.55
647807	DARLING ACE HARDWARE	RATCHET, BATTERIES		47.98
649969	DARLING ACE HARDWARE	ELECTRICAL BOX, 3/4" PULL ELBOW, HANDY B		31.72
649975	DARLING ACE HARDWARE	GOOF OFF SPRAY		17.98
649612	DARLING ACE HARDWARE	SOCKET SET, NUTS, BOLTS		40.63
649863	DARLING ACE HARDWARE	BATTERIES, STRAPS		21.94
650061	DARLING ACE HARDWARE	DRILL BITS, STORAGE BOX, RAKE		107.12
650056	DARLING ACE HARDWARE	BATTERIES, KEYS		43.15
650038	DARLING ACE HARDWARE	PERCUSSION DRILL BITS		17.58
650139	DARLING ACE HARDWARE	GRASS SEED		13.99
649968	DARLING ACE HARDWARE	BISSELL CARPET CLEANER RENTAL		39.99
INV80661	DORNBOS SIGN, INC.	GALVANIZED U-POSTS		2,252.50
S106156186.001	ETNA SUPPLY	CUST NO. 5277 SENSUS TOUCHPAD IPERL METE		200.00
0218741	FERGUSON WATERWORKS	#3 DOM 6X2 TAP CAP		146.00
8240001	FREIGHTLINER OF KALAMA PLOW TRUCK CAB & CHASSIS #1044		2024.043	101,800.00
8240002	FREIGHTLINER OF KALAMA PLOW TRUCK CAB & CHASSIS #1045		2024.043	121,409.00
11497-2025	FUG, INC./MARSHALL CUS	CITY OF MARSHALL CIRCLE DECALS		132.00
122977393	GLOBAL INDUSTRIAL	FLOOR CLEANER		2,737.90
2621859	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT FIRE STATION 3/18/25		45.00
2621994	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT MRLEC 3/18/25		88.00
2616723	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT PSB 3/18/25		51.00
39059	J AND K PLUMBING SUPPL	COPPER TUBING CUTTER, COUPLINGS, COPPER		124.09
39104	J AND K PLUMBING SUPPL	WASHING MACHINE HOSE, HOSE ADAPTER, COUP		34.16
39186	J AND K PLUMBING SUPPL	WALL FAUCET CP INLET 4"		47.70
45649	LAKELAND ASPHALT CORPO	1.93 TONS COLD PATCH		281.78
45655	LAKELAND ASPHALT CORPO	2.48 TONS COLD PATCH		362.08
45663	LAKELAND ASPHALT CORPO	1.84 TONS COLD PATCH		268.64
45678	LAKELAND ASPHALT CORPO	1.27 TONS COLD PATCH		185.42
BE515	LUNGHAMER FORD OF OWOS	2025 FORD ESCAPE ACTIVE AWD - MIDEAL CON	2025.146	27,795.00
17572	MARSHALL FEED & GRAIN	STRAW		5.50
03042025-17685	MARSHALL HARDWARE, LLC	NUTS, BOLTS, WASHERS		12.44
03102025-17865	MARSHALL HARDWARE, LLC	3/8" X 450' NYL BRAID		90.00
08707	MICHIGAN ASSOCIATION	O.2025 MIDWEST FIRE RESCUE EXPO		135.00
0006344	MICHIGAN MUNICIPAL LEA	MML FULL MEMBERSHIP RENEWAL 4/1/25 - 3/3	2025.268	5,564.00
516975	NORTH CENTRAL LABORATO	LAB SUPPLIES	2025.008	84.84
905142	NYE UNIFORM COMPANY	VEST - LANKERD		1,211.74
908137	NYE UNIFORM COMPANY	UNIFORMS - LANKERD		55.50
908342	NYE UNIFORM COMPANY	UNIFORMS - AMBROSE		204.00
908354	NYE UNIFORM COMPANY	UNIFORMS - PHILPOTT		221.21
908355	NYE UNIFORM COMPANY	UNIFORMS - VANDENBOSS		64.50
908357	NYE UNIFORM COMPANY	UNIFORMS - KURAS		232.50
909755	NYE UNIFORM COMPANY	UNIFORMS - KELLER		134.45
SRVCE000001036904	OSCAR W. LARSON COMPAN	DIESEL TANK MONITORING PROBE REPAIR	2025.165	1,773.50
374536	PVS TECHNOLOGIES, INC.	CHEMICALS - FERRIC CHLORIDE	2025.027	9,231.06
7154131762	SCHINDLER ELEVATOR COR	SERVICE CALL TO PSB ELEVATOR 3/19/25		760.47
I250326690	SHARP HARDWOOD FLOOR S	HARDWOOD FLOOR REFINISHING IN HYDRO ROOM	2025.207	1,400.00
48234	SONAR SOFTWARE	FIBERNET CUSTOMER MANAGEMENT SOFTWARE AP	2025.106	2,150.93
12528865	TOTAL FIRE PROTECTION	ANNUAL SPRINKLER INSPECTION AT PSB		350.00
INV00648005	USABBLUEBOOK	LAB SUPPLIES		1,147.42
INV00650317	USABBLUEBOOK	6FT DIAMETER TAPE MEASURE, TAPPING COMPO		73.81
128565	VERDANTAS	5KV CIRCUIT RISER STRUCTURE REPLACEMENT	2025.181	3,100.00
GRAND TOTAL:				290,116.20



MICHIGAN SOUTH CENTRAL POWER AGENCY

168 DIVISION STREET
COLDWATER, MICHIGAN 49036
PHONE (517) 279-6961
FAX (517) 279-6969

INVOICE MONTH: March, 2025
INVOICE DATE: 4/16/2025
DUE DATE: 4/30/2025
TOTAL AMOUNT DUE: \$831,243.92

MARSHALL CITY ELECTRIC DEPARTMENT
323 WEST MICHIGAN AVENUE
MARSHALL, MICHIGAN 49068
ATTN: KEVIN MAYNARD

MSCPA Member Power Billing - March, 2025

Total Power Charges:	\$730,559.70
Transmission / Capacity / Ancillary Services:	\$67,262.56
Total Other Charges:	\$10,266.56
Total Miscellaneous Charges:	\$23,155.10

TOTAL CHARGES \$831,243.92

NOTE: PLEASE SEE ENCLOSED BACKUP FOR ADDITIONAL DETAIL

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

Notes:

ITEM: 7.C

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Michelle Eubank, City Clerk
Joshua Lankerd, Chief of Police
DATE: April 21, 2025
SUBJECT: FOIA POLICY

The City of Marshall FOIA policy was last approved in 2015. As requested by City Council, the Clerks office and police department did a thorough review of the policy and provided an update which has been approved by the City Attorney. The policy update includes practices that the departments have already been implementing, updated request and fee forms, as well as legal updates.

BUDGET IMPACT:

There is no budget impact for implementing the policy. FOIAs will be billed as allowed by policy and state statute.

RECOMMENDATION:

Approve the 2025 FOIA policy update.

12.0 Michigan Freedom of Information Act

Procedures and Guidelines

The Michigan Freedom of Information Act (FOIA), MCL 15.231-15.246, provides for public access to certain public records, permits the charging of prescribed fees and deposits, and provides remedies and penalties for non-compliance. A person has a right to inspect, copy, or receive copies of full and complete information regarding the affairs of government and the official acts of those who represent them as public officials and public employees as consistent with this act. Some public records are permitted or required not to be disclosed. The City is a public body that must comply with the FOIA. For purposes of these Procedures and Guidelines, terms have the same meaning as defined in the FOIA. A complete copy of the FOIA is available on the Michigan Legislature's website at www.legislature.mi.gov.

These Procedures and Guidelines (which include a Public Summary and an Itemized Fee Form) are available on the City's website at: <https://www.CityofMarshall.com>. This link or a physical copy of these Procedures and Guidelines will be included in each of the City's FOIA responses. Paper copies of these Procedures and Guidelines are available upon request by a visitor at Marshall City Hall, located at 323 W. Michigan Ave., MI 49068.

I. WRITTEN PUBLIC SUMMARY

A. How to Submit Written Requests

A written request to inspect, copy, or review a public record should be submitted to the City's FOIA Coordinator.

FOIA requests can be sent via U.S. Mail to:

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

- FOIA requests sent via email should be sent to: clerk@CityofMarshall.com
- FOIA requests sent via fax should be faxed to: Fax 269-781-6414.
- FOIA requests can be made via the City website at <https://www.cityofmarshall.com/260/Freedom-of-Information-Act-FOIA-Request>

A request from a person, other than an individual who qualifies as indigent under section 4(2)(a) of MCL 15.234, must include the requesting person's complete name, address, and contact information, and, if the request is made by a person other than an individual, the complete name, address, and contact information of the person's agent who is an individual. An address must be written in compliance with United States Postal Service addressing standards. Contact information must

include a valid telephone number or electronic mail address. Indigent individuals are not required to provide name, address, and contact information.

A request must describe the public record in sufficient detail to enable the City to find the requested record. A sample Request Form is appended to these Procedures and Guidelines as **Attachment A**.

A person may subscribe to future issuances of public records created, issued, or disseminated by the City *on a regular basis*, such as notices of Council meetings. A subscription is valid for up to 6 months and may be renewed by the subscriber.

In lieu of paper copies, the requestor may stipulate that the City provide nonexempt public records on non-paper physical media, electronically mailed, or otherwise electronically provided. The City is not required to produce nonexempt public records on non-paper physical media if the City lacks the technological capability necessary to provide the requested records on the particular non-paper physical media stipulated in the particular instance. The City is not required to use non-paper physical media *provided by the requestor* and, to safeguard the City's information technology infrastructure, shall not do so. Computer software is not a public record.

A person may request a certified copy of a public record.

B. Explanation of Written Responses

The City will respond to a written request under the FOIA within 5 business days (excluding weekends and legal holidays) after the City receives the written request, unless otherwise agreed to in writing by the requestor. The FOIA defines the date of receipt by the City differently depending upon how the request was delivered to the City (e.g., hand-delivery, regular mail, e-mail, facsimile).

If the request was received through an electronic format (e.g., facsimile, e-mail, other electronic transmission) then the request is deemed to have been received one business day after the electronic transmission was made.

If the request is sent to the City by U.S. mail or through hand-delivery, then the request is deemed to have been received the day of receipt.

The City will respond to a request by doing one of the following: (a) granting the request; (b) issuing a written notice denying the request; (c) granting the request in part and issuing a written notice denying the request in part; or (d) issuing a notice extending for not more than 10 business days the period during which the City will respond to the request. The City shall not issue more than 1 notice of extension for a particular request.

If a requestor asks for information that is available on the City's website, the City will notify the requestor in its response where the records may be found on its website. Paper copies of public records available on the City's website will be

made available upon request, but a fee may be charged as explained in Section II and on the detailed fee itemization form.

The City will provide reasonable facilities for a requestor to inspect nonexempt public records. The facilities will be available during the City's normal business hours. The FOIA Coordinator will establish rules regulating the manner in which records may be inspected to protect the City's records from loss, alteration, mutilation, or destruction, or to prevent undue interference with the City's normal operations.

If a request is denied in whole or in part, the City will include in the written notice of denial, an explanation of the basis for the denial and, if applicable, a certificate that the public record does not exist under the name given by the requestor or by another name reasonably known to the City. The City will provide this explanation not more than five business days after the City receives the request or within fifteen business days if the statutorily permitted 10 business day extension is taken. A sample Certificate of Non-Existence of Public Record is appended as **Attachment B**. If a public record or information is separated and exempt from disclosure (redacted), the City will describe generally the material exempted unless that description would reveal the contents of the exempt information and thus defeat the purpose of the exemption.

C. Deposit Requirements

Where the City estimates that the fee authorized under the FOIA and these FOIA Procedures and Guidelines for responding to a request will exceed Fifty Dollars (\$50.00), the City may require a good-faith deposit from the requestor before providing the requested records. A good-faith deposit shall not exceed one-half ($\frac{1}{2}$) of the total estimated fee and shall include a detailed itemization of estimated fee amounts. The FOIA Coordinator will provide the requestor with a detailed itemization of the allowable fees estimated to be incurred by the City to process the request. The City will include with its request for good-faith deposit a best efforts estimate of the time frame within which the City will provide the requested public records. The timeframe estimate is not binding on the City but will be made in good faith and the City will strive to be reasonably accurate.

If a deposit that is required under subsection (8) or (11) of MCL 15.234 is not received by the City body within 45 days from receipt by the requesting person of the notice that a deposit is required, and if the requesting person has not filed an appeal of the deposit amount pursuant to section 10a, the request shall be considered "Abandoned" by the requesting person and the City is no longer required to fulfill the request. Notice of a deposit requirement is considered received 3 days after it is sent, regardless of the means of transmission. Notice of a deposit requirement under subsection (8) or (11) must include notice of the date by which the deposit must be received, which date is 48 days after the date the notice is sent.

If a requestor previously requested public records from the City, and if the City made the requested public records available on a timely basis but was not paid in

full the total estimated fee for that previous request, the City may, to the extent permitted by the FOIA, require a deposit of up to 100% of the estimated fee for the subsequent request(s).

D. Fee Calculations

The FOIA permits the City to charge six fee components: (a) labor costs of searching for, locating, and examining public records; (b) labor costs of separating or deleting (redacting) exempt information from non-exempt information; (c) labor costs to duplicate or publish requested public records; (d) actual costs of paper copies (not to exceed 10 cents per sheet for standard 8-1/2 by 11 or 8-1/2 by 14 sheets of paper); (e) actual costs of non-paper physical media (e.g., flash drive, CD) if requested and if the City has the technological capability to comply; and (f) actual costs of postal delivery. For more detailed information about the City's fee calculations, including fee reductions for untimely responses, see Section II. D of the Procedures and Guidelines and **Attachment C**, Detailed Itemization of Fee Amounts Form. The FOIA Coordinator will require that payment be made in full for the allowable fees before the requested records are made available.

1. **Fee Waivers.** A search for a public record may be conducted or copies of public records may be furnished without charge or at a reduced charge if the City determines that a waiver or reduction of the fee is in the public interest because searching for or furnishing copies of the public records can be considered as primarily benefiting the general public.
2. **Discounts.** Under the following circumstances, a public record search shall be made by the City and a copy of a non-exempt public record shall be furnished without charge for the first \$20.00 of the fee:
 - a. If an individual who is entitled to information under the FOIA:
 - submits an affidavit stating that the individual is receiving specific public assistance or is unable to pay the fee because of indigence and stating that the individual is not making the request in conjunction with outside parties in exchange for payment or other remuneration; and
 - that individual has not previously received discounted copies of public records from the City twice during the same calendar year.
 - b. If a nonprofit corporation formally designated by the State of Michigan to carry out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 2000, Public Law 106-402, and the Protection and Advocacy for Individuals with Mental Illness Act, Public Law 99-319, or their successors, submits a request that meets all of the following requirements:
 - Is made directly on behalf of the organization or its clients;

- Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931; and
- Is accompanied by documentation of its designation by the state, if requested by the City.

E. Avenues for Challenge and Appeal

1. **Challenge to Record Denial.** If the City fails to respond to a FOIA request or makes a final determination to deny all or a portion of a request, the requesting person may submit an appeal to the City Council or may commence an action in the circuit court for the county in which the public record or the City's office is located. See Section II. E of these FOIA Procedures and Guidelines for a more detailed explanation of the procedures and timelines for appealing a record denial.
2. **Challenge to Fee.** If the City requires a fee that requestor believes exceeds the amount permitted under the FOIA or the City's publicly available procedures and guidelines, the requesting person may commence an action in the circuit court for the county in which the public record or the City's office is located. See Section II. E of these FOIA Procedures and Guidelines for a more detailed explanation of the procedures and timelines for a fee appeal.

II. PROCEDURES & GUIDELINES A. Requests

1. All "persons," except those persons incarcerated in state or local correctional facilities, are entitled to submit a FOIA request to the City. A "person" is defined for purposes of the FOIA to mean "an individual, corporation, limited liability company, partnership, firm, organization, association, governmental entity, or other legal entity."
2. A FOIA request is a *written* request to inspect, copy, or receive copies of a public record. A request must describe the public record in sufficient detail to enable the City to find the requested record. The City suggests that requestors use the sample Request Form appended as **Attachment A**.
3. FOIA requests must be in writing. If, however, a person makes an oral request for information that is available on the City's website, and if the employee to whom the request is directed knows that the information is available on the City's website, that employee must inform the requesting person that the information is available on the City's website.
4. The City's FOIA Coordinator is responsible to process requests to inspect, copy, or receive copies of public records. FOIA requests should be sent to the City's FOIA Coordinator.

FOIA requests can be sent via U.S. Mail to:

Michelle Eubank, Clerk

- FOIA requests sent via email should be sent to: clerk@CityofMarshall.com
- FOIA requests sent via fax should be faxed to: Fax 269-781-6414.
- FOIA requests can be made via the City website at <https://www.cityofmarshall.com/260/Freedom-of-Information-Act-FOIA-Request>

A request from a person, other than an individual who qualifies as indigent under section 4(2)(a) of MCL 15.234, must include the requesting person's complete name, address, and contact information, and, if the request is made by a person other than an individual, the complete name, address, and contact information of the person's agent who is an individual. An address must be written in compliance with United States Postal Service addressing standards. Contact information must include a valid telephone number or electronic mail address. Indigent individuals are not required to provide name, address, and contact information.

If an employee of the City receives a written request to inspect, copy, or receive copies of a public record, the employee should promptly forward the request to the City's FOIA Coordinator. A requestor is not required to use the City's sample Request Form, or to include the word "FOIA" in the request. Therefore, all written requests to inspect, copy, or receive copies of records should be promptly forwarded to the FOIA Coordinator for review.

5. The FOIA Coordinator shall keep a copy of all written requests for public records received by the City on file for a period of at least one year.
6. A person may subscribe to future issuances of public records created, issued or disseminated *on a regular basis*, such as notices or agendas of Council meetings. In all other respects, if the requested public record does not exist as of the date requested, the City has no obligation under the FOIA to create the requested record or to provide a copy if created at a later date. A subscription is valid for up to 6 months and may be renewed by the subscriber.
7. The FOIA Coordinator shall, upon written request, furnish a certified copy of a public record to the requestor.

B. Responses.

1. Unless otherwise agreed to in writing by the person making the request, the City must respond to a written request under the FOIA within 5 business days (excluding weekends and legal holidays) after the City receives the request by doing one of the following:
 - a. Grant the request;
 - b. Send a written notice denying the request;

- c. Grant the request in part and issuing a written notice denying the request in part; or
 - d. Issuing a notice extending for not more than 10 business days the period during which the City will respond to the request. The City shall not issue more than 1 notice of extension for a particular request.
- 2. If a request is denied in whole or in part, the City must include in the written notice of denial an explanation of the basis for the denial and, if applicable, a certificate that the public record does not exist under the name given by the requestor or by another name reasonably known to the City. A sample Certificate of Non-Existence of Public Record is appended as **Attachment B**.
 - a. Exemptions to disclosure are set forth in Section 13 of the FOIA, MCL15.243, which is available on the Michigan Legislature's website at www.legislature.mi.gov.
 - b. If a public record or information is separated and exempt from disclosure (redacted), the City will describe generally the material exempted unless that description would reveal the contents of the exempt information and thus defeat the purpose of the exemption.
- 3. The date for responding to a FOIA request depends upon the manner in which the request was delivered. A request sent by mail or delivered by hand is received for purposes of the FOIA on the day it arrives at the City. A request sent by e-mail, fax, or other electronic means is received for purposes of the FOIA 1 business day after the date on which it was electronically transmitted. If a request is sent by email and is diverted to the City spam or junk mail folder, the request is not received until 1 day after the date it is discovered in the spam or junk mail folder. The FOIA Coordinator shall include in the City's records both the time that a written request was delivered to its spam or junk-mail folder and the time that the City first became aware of that request. The City shall review the FOIA Coordinator's spam or junk mail folder at least once every 30 days.
- 4. If a request is fully granted, the City will provide copies of, or an opportunity to inspect, all the public records that were requested, upon payment of the appropriate fee (if any). No pages will be left out, and nothing will be redacted.
- 5. The City will provide reasonable facilities for a requestor to inspect nonexempt public records. The facilities will be available during the City's normal business hours. The FOIA Coordinator will establish rules regulating the manner in which records may be inspected to protect the City's records from loss, alteration, mutilation, or destruction, or to prevent undue interference with the City's normal operations.
- 6. The FOIA identifies numerous specific exemptions to disclosure. If a request includes information that is exempt from disclosure, the City will provide a written response and list the reason(s) why the record(s) or portions of records will not be disclosed. The City will include a link to, or a copy of, these Written

Procedures and Guidelines (including the Public Summary and Attachments) with each denial.

7. If a request is partially denied, it means that some records or parts of records will be disclosed, but some records or parts of records will not be disclosed. The City will provide copies of, or an opportunity to inspect, the nonexempt records, but exempt information (which may consist of entire documents, pages, or information on a page) may be withheld or redacted. The City will include in the written notice of denial-in-part an explanation of the basis for the denial-in-part and, if applicable, a certificate that one or more of the public records does not exist under the name given by the requestor or by another name reasonably known to the City. The City will include a link to, or copy of, these Written Procedures and Guidelines (including the Public Summary and Attachments) with each denial.
8. Failure of the City to respond to a FOIA request within the prescribed timelines constitutes denial of the request. The fee that the City is permitted to charge will be reduced by 5% per day, up to a 50% reduction, if the failure to timely respond was willful or intentional, or if the request included language described in the FOIA as readily conveying a FOIA request. (See Section II. D, Fees).
9. The FOIA does not require the City to create any records, or to make compilations, summaries, or reports of existing records. If a request seeks records that do not exist, the City will certify that no records responsive to the request exist under the name or description provided in the request or another name known to the City. (See sample Certificate of Non-Existence of Public Record appended as **Attachment B**).
10. If a request asks for information that is available on the City's website, the City will notify the requestor in its response where the records may be found. If a requestor seeks paper copies of information available on the website, the City may charge the fees noted below and on the detailed fee itemization form, except that there will be no charge for separating exempt from nonexempt material.
11. In lieu of paper copies, the requestor may stipulate that the City provide non-exempt public records on non-paper physical media, by electronic mail, or other electronic means. The City is not required to produce non-exempt public records on non-paper physical media if the City lacks the technological capability necessary to provide the requested records on the particular non-paper physical media stipulated in the particular instance. The City is not required to use non-paper physical media *provided by the requestor* and, to safeguard the City's information technology infrastructure, shall not do so.

C. Deposit Requirements

1. Where the City estimates that the fee authorized under the FOIA and these FOIA Procedures and Guidelines for responding to a request will exceed Fifty Dollars (\$50.00), the City may require a good-faith deposit from the requestor before providing the requested records. A good-faith deposit shall not exceed

one-half (½) of the total estimated fee and shall include a detailed itemization of estimated fee amounts. The FOIA Coordinator shall provide the requestor with a detailed itemization of allowable fees estimated to be incurred by the City to process the request. The City shall include with its request for good-faith deposit a best efforts estimate of the time frame within which the City will provide the requested public records. The timeframe estimate is not binding on the City, but the estimate will be made in good faith and the City will strive to be reasonably accurate.

2. If a deposit that is required under subsection (8) or (11) of MCL 15.234 is not received by the City within 45 days from receipt by the requesting person of the notice that a deposit is required, and if the requesting person has not filed an appeal of the deposit amount pursuant to section 10a, the request shall be considered “Abandoned” by the requesting person and the City is no longer required to fulfill the request. Notice of a deposit requirement is considered received 3 days after it is sent, regardless of the means of transmission. Notice of a deposit requirement under subsection (8) or (11) must include notice of the date by which the deposit must be received, which date is 48 days after the date the notice is sent.
3. If a requestor previously requested public records from the City, and if the City made the requested public records available on a timely basis but was not paid in full the total estimated fee for that previous request, the City may, to the extent permitted by the FOIA, require a deposit of up to 100% of the estimated fee for the subsequent request(s).

D. Fees

1. A fee shall not be charged for the cost to search, examine, review, and delete/separate/redact exempt from non-exempt information unless failure to charge a fee would result in unreasonably high costs to the City. In determining whether such costs are “unreasonably high,” the City will consider, on a case-by-case basis, the estimated costs given the volume and complexity of the request relative to the usual or typical costs incurred by the City in responding to FOIA requests.
2. Fees are calculated using the detailed fee itemization form appended to these Guidelines and Procedures as **Attachment C**. The City charges the following fees:
 - a. *Labor costs incurred for searching for, locating, and examining public records.* Labor costs are calculated in 15-minute increments (rounded down) and will not exceed the hourly rate of the lowest-paid employee capable of searching for, locating, and examining the public records. No overtime will be charged unless requested by the requestor, approved by the City, and included on the fee itemization form. The hourly rate of the lowest-paid employee capable of searching for, locating, and examining particular records may vary depending upon the nature of the records sought and the corresponding qualifications or authorizations required to

search for, locate, or examine the requested record. All charges will be noted on the fee itemization form.

- b. *Labor costs for separating and deleting exempt information from nonexempt information.* Labor costs are calculated in 15-minute increments (rounded down) and will not exceed the hourly rate of the lowest-paid employee capable of separating and deleting material that is exempt from disclosure from information that is non-exempt from disclosure. No overtime will be charged unless requested by the requestor, approved by the City, and included on the fee itemization form. The hourly rate of the lowest-paid employee capable of separating and deleting exempt information from non-exempt information may vary depending upon the nature of the records sought and the corresponding qualifications or authorizations required to separate and redact exempt information from non-exempt information. If the City FOIA Coordinator determines on a case-by-case basis that no employee of the City is capable of separating and deleting exempt from nonexempt material, the City may engage a contracted services provider and charge labor costs. Such labor costs shall be calculated in 15-minute increments (rounded down) and the hourly rate shall not exceed 6 times the state minimum wage. All charges will be noted on the fee itemization form.
- c. *Costs for non-paper physical media.* A requestor may stipulate that records be produced on non-paper physical media (e.g., on a flash drive or CD). If the City has the technological capabilities to comply with the request for production on non-paper physical media, the City may charge the actual and most reasonably economical cost of the requested non-paper physical media and the cost of non-paper physical media shall be included on the fee itemization form.
- d. *Actual cost of duplication for paper records.* The City will charge the actual cost of duplication (not to exceed 10 cents per sheet) for 8-1/2 by 11 inch sheets of paper or 8-1/2 by 14-inch sheets of paper. The actual cost of duplication will be charged for non-standard-sized sheets of paper and may exceed 10 cents per sheet. The City shall utilize the most economical means available for making copies of public records, including using double-sided printing, if cost saving and available.
- e. *Actual labor costs for duplication or publication.* The City's charges for duplication or publication will not exceed the hourly rate of the lowest-paid employee capable of duplicating or publishing the records. The hourly rate of the lowest-paid employee capable of duplicating or publishing records may vary depending on the nature of the records sought. Duplication or publication fees are calculated in 15 minute increments (rounded down). All charges will be noted on the fee itemization form.
- f. *Postal delivery charges.* The City may charge the costs of the least expensive form of postal delivery. If a requestor asks for expedited mailing, and if the City agrees to provide expedited mailing, the actual costs of the

expedited mailing may be charged and must be included on the fee itemization form.

- g. Fringe benefits. The City may add to the labor charges described above the actual cost of the public employee's fringe benefits, up to 50% of the labor costs. Fringe benefits must be noted on the fee itemization form.
 - h. Overtime wages. No overtime will be charged unless requested by the requestor, approved by the City, and included on the fee itemization form.
3. Each of the fee components described above must be specifically listed on the fee itemization form. A completed copy of the fee itemization form will be included with the response to the request. A copy of the fee itemization form is appended to these Written Procedures and Guidelines as **Attachment C**.
4. **Fee Reductions.** If the FOIA Coordinator does not respond to a written request within the timeframes required by the FOIA, the City will reduce the charges for labor costs otherwise permitted under the FOIA and these Procedure and Guidelines by 5% for each day the City exceeds the time permitted for a response to the request, up to a maximum 50% reduction, if either of the following applies:
- The late response was willful and intentional.
 - The written request included language that conveyed a request for information within the first 250 words of the body of a letter, facsimile, electronic mail, or electronic mail attachment, or specifically included the words, characters, or abbreviations for "freedom of information," "information," "FOIA," "copy," or a recognizable misspelling of such, or appropriate legal code reference for this act, on the front of an envelope, or in the subject line of an electronic mail, letter, or facsimile cover page.
- If a fee reduction is required, the City will fully note the fee reduction on the detailed itemization of fees (**Attachment C**).
5. **Payment.** The FOIA Coordinator will require that payment be made in full for the allowable fees before the requested records are made available.
6. **Fee Waivers.** A search for a public record may be conducted, or copies of public records may be furnished, without charge or at a reduced charge if the City determines, in its discretion, that a waiver or reduction of the fee is in the public interest because searching for or furnishing copies of the public records can be considered as primarily benefiting the general public.
7. **Discounts.** Under the following circumstances, a public record search shall be made by the City and a copy of a non-exempt public record shall be furnished without charge for the first \$20.00 of the fee:
- a. If an individual who is entitled to information under the FOIA:

- submits an affidavit stating that the individual is receiving specific public assistance or is unable to pay the fee because of indigence and stating that the individual is not making the request in conjunction with outside parties in exchange for payment or other remuneration; and
 - that individual has not previously received discounted copies of public records from the City twice during the same calendar year.
- b. If a nonprofit corporation formally designated by the State of Michigan to carry out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 2000, Public Law 106-402, and the Protection and Advocacy for Individuals with Mental Illness Act, Public Law 99-319, or their successors, submits a request that meets all of the following requirements:
- Is made directly on behalf of the organization or its clients;
 - Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931; and
 - Is accompanied by documentation of its designation by the state, if requested by the City.

E. Appeals

A requestor may appeal any denial of records or any fee charged for public records.

1. Challenge to Record Denial. If the City denies a request for records, the requestor may either:

- Appeal to the City Council; or
 - Commence an action in the circuit court in Council County within 180 days of the denial.
- a. If the requestor appeals to the City Council, the appeal must specifically state the word “appeal” and state the reason(s) that the denial should be reversed. The following rules apply to record denial appeals to the governing Board:
- i. An appeal is not “received” until the first regularly scheduled Council meeting after the appeal is submitted.
 - ii. Within 10 business days after receiving the appeal, the Council will do one of the following:
 - A. Reverse the denial;
 - B. Issue written notice upholding the denial;

- C. Reverse the denial in part and issue written notice upholding the denial, in part; or
 - D. Issue written notice extending the time for response by not more than 10 business days.
- iii. If the City Council fails to respond in a timely manner to the written appeal, or upholds all or a portion of the disclosure denial that is the subject of the written appeal, the requestor may seek judicial review by commencing a civil action in circuit court.
- b. A requestor is not required to submit an appeal to the City Council before commencing a civil action in circuit court to challenge a disclosure denial. If a circuit court determines that the requested record is not exempt from disclosure, the court will order the City to cease withholding or to produce all or a portion of the public record determined to have been wrongfully withheld. If the court determines that a disclosure denial was arbitrary and capricious, willful and intentional, or made in bad faith, the court will order that the City pay a civil fine to the state and punitive damages to the requestor. 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 in the circuit court, the court shall also require that the City pay the requestor's reasonable attorneys' fees, costs, and disbursements, to the extent required by law and court order. If the requestor or the City *prevails in part*, the court may, in its discretion, award the City all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements.
2. **Challenge to Fee.** If the City requires a fee (defined to include a deposit) that requestor believes exceeds the amount permitted under the FOIA or these publicly available Procedures and Guidelines, the requesting person may, within 45 days after receiving notice of the required fee, commence an action in the circuit court for the county in which the public record or the City's office is located.
- a. If a court determines that the fee exceeds the amount permitted under the FOIA or these Procedures and Guidelines, the court will reduce the fee to the permissible amount (if any).
 - b. If the requesting person prevails in an action commenced under this section by receiving a reduction of 50% or more of the total fee, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements.
 - c. If the court determines that the City arbitrarily and capriciously violated FOIA by charging an excessive fee, or acted in bad faith, the court will order that the City pay a civil fine to the state and punitive damages to the requestor.

F. Questions

Any questions about these Written Procedures and Guidelines should be directed to the City's FOIA Coordinator.

G. Attachments

1. Sample FOIA Request Form
2. Sample Certificate of Non-Existence of Public Record
3. Standard Form for Detailed Itemization of Fee Amounts

Adopted _____
City of Marshall, Council

ATTACHMENT A
SAMPLE FOIA REQUEST FORM
[date]

(name and address)

Re: Freedom of Information Act Request

Dear FOIA Coordinator:

I am writing to request, pursuant to the Michigan Freedom of Information Act, MCL 15.231 *et seq.*, [to inspect] [to copy] [to obtain copies of] the following public records:

[INSERT DESCRIPTION OF RECORDS SOUGHT]

OPTIONAL: Please provide a copy of the requested public records on [INSERT DESCRIPTION OF DESIRED NON-PAPER PHYSICAL MEDIUM, SUCH AS CD, FLASH DRIVE].

OPTIONAL: Please waive or reduce the fee to search for or furnish copies of the requested public records on grounds that a waiver or reduction of the fee is in the public interest because searching for or furnishing copies of the public records can be considered as primarily benefiting the general public.

OPTIONAL: Please furnished the requested records without charge for the first \$20.00 of the fee because (A) I am receiving public assistance [INSERT SPECIFIC DESCRIPTION] or am unable to pay the fee because of indigence; (B) I am not making this request in conjunction with outside parties in exchange for payment or other remuneration; and (C) I have not previously received discounted copies of public records from the [PUBLIC BODY] twice during this same calendar year.

OPTIONAL: Please furnished the requested records without charge for the first \$20.00 of the fee because (A) this request is made directly on behalf of a nonprofit corporation formally designated by the State of Michigan to carry out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 2000, Public Law 106-402, and the Protection and Advocacy for Individuals with Mental Illness Act, Public Law 99-319, or their successors, or on behalf of its clients; (B) this request is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931; and (C) this request is accompanied by documentation of designation by the state.

OPTIONAL: I am writing to request, pursuant to the Michigan Freedom of Information Act, MCL 15.231 *et seq.* to subscribe for up to six months to the following future issuances of public records created, issued, or disseminated by [PUBLIC BODY] *on a regular basis*: [INSERT SPECIFIC DESCRIPTION].

Please contact me if you have any questions.

Sincerely,
[REQUESTOR NAME]
[REQUESTOR ADDRESS]
[REQUESTOR EMAIL]
[REQUESTOR PHONE NUMBER]



City of Marshall
323 W. Michigan Ave.
Marshall, MI 49068
Office (269) 781-5183 Fax (269) 781-3835
www.CityofMarshall.com



FOIA Request for Public Records
Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

Name	Phone	
Firm/Organization	Fax	
Street	Email	
City	State	Zip

Delivery Method: ☐ Will pick up at City Hall ☐ Will pick up at MRLEC ☐ Will inspect on site
☐ Mail to address above ☐ Email to address above ☐ Deliver on digital media

Note: The City is not required to provide records in a digital format or on digital media if the City does not already have the technological capability to do so.

Public Records Desired:

☐ Police Report Incident # _____ ☐ Photos ☐ Attachments
☐ Accident Report/UD10 # _____ ☐ Video ☐ Other

Describe the public record(s) as specifically as possible. To ensure you are provided the correct documents, please provide as much detail as possible. When requesting Police Department reports, please provide the incident report number, the date of the occurrence, the location and the parties involved, if known.

Requestor's Signature	Date

STAFF USE ONLY

Date Received _____ Method Received _____ FOIA Number _____

Records Prepared By _____ Date _____ Cost Worksheet attached ☐

Recommendation on release of records

☐ Release ☐ Partial Denial (reason) _____

☐ Full Denial (reason) _____

FOIA COORDINATOR SIGNATURE

Denial Notification Date/Time/Method to Requester: _____

Records sent via: ☐ Email ☐ Facsimile ☐ US Mail ☐ In Person ☐ Unclaimed

Records Located on Website

If the City directly or indirectly administers or maintains an official internet presence, any public records available to the general public on that internet site at the time the request is made are exempt from any labor charges to redact (*separate exempt information from non-exempt information*).

If the FOIA coordinator knows or has reason to know that all or a portion of the requested information is available on its website, the City must notify the requestor in its written response that all or a portion of the requested information is available on its website. The written response, to the degree practicable in the specific instance, must include a specific webpage address where the requested information is available. On the detailed cost itemization form, the must separate the requested public records that are available on its website from those that are not available on the website and must inform the requestor of the additional charge to receive copies of the public records that are available on its website.

If the City has included the website address for a record in its written response to the requestor and the requestor thereafter stipulates that the public record be provided to him or her in a paper format or other form, including digital media, the City must provide the public records in the specified format (if the requestor has the technological capability) but may use a fringe benefit multiplier greater than the 50%, not to exceed the actual costs of providing the information in the specified format.

Request for Copies/Duplication of Records on City Website

I hereby stipulate that, even if some or all of the records are located on a website, I am requesting that the City make copies of those records on the website and deliver them to me in the format I have requested above. I understand that some FOIA fees may apply.

Requestor's Signature

Date

Overtime Labor Costs

Overtime wages shall not be included in the calculation of labor costs unless overtime is specifically stipulated by the requestor and clearly noted on the detailed cost itemization form.

Consent to Overtime Labor Costs

I hereby agree and stipulate to the using overtime wages in calculating the following labor costs as itemized in the following categories:

1. ☐ Labor to copy/duplicate 2. ☐ Labor to locate 3a. ☐ Labor to redact 3b. ☐ Contract labor to redact
6b. ☐ Labor to copy/duplicate records already on 's website

Requestor's Signature

Date

Request for Discount: Indigence

A public record search **must** be made and a copy of a public record **must** be furnished **without charge for the first \$20.00 of the fee** for each request by an individual who is entitled to information under this act and who:

- 1) Submits an affidavit stating that the individual is indigent and receiving specific public assistance, **OR**
- 2) If not receiving public assistance, stating facts showing inability to pay the cost because of indigence.

If a requestor is ineligible for the discount, the public body shall inform the requestor specifically of the reason for ineligibility in the public body's written response. An individual is ineligible for this fee reduction if **ANY** of the following apply:

- 1) The individual has previously received discounted copies of public records from the same public body twice during that calendar year,
- 2) The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. A public body may require a statement by the requestor in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.

Office Use: ☐ Affidavit Received ☐ Eligible for Discount ☐ Ineligible for Discount

I am submitting an affidavit and requesting that I receive the discount for indigence for this FOIA request:

Date:

Requestor's Signature:

Request for Discount: Nonprofit Organization

A public record search **must** be made and a copy of a public record **must** be furnished **without charge for the first \$20.00 of the fee** for each request by a nonprofit organization formally designated by the state to carry out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the Protection and Advocacy for Individuals with Mental Illness Act, if the request meets **ALL** of the following requirements:

- 1) Is made directly on behalf of the organization or its clients.
- 2) Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931.
- 3) Is accompanied by documentation of its designation by the state, if requested.

Office Use: ☐ Documentation of State Designation Received ☐ Eligible for Discount ☐ Ineligible for Discount

I stipulate that I am a designated agent for the nonprofit organization making this FOIA request and that this request is made directly on behalf of the organization or its clients and is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931:

Date:

Requestor's Signature:

SAMPLE CERTIFICATE OF NON-EXISTENCE OF PUBLIC RECORD

[date]

[REQUESTOR'S NAME]
 REQUESTOR'S ADDRESS]

Re: Freedom of Information Act Request Dated _____, 20__

Dear Mr./Ms. _____:

The [NAME OF PUBLIC BODY] is in receipt of your letter dated _____, 20__, regarding a request under the Michigan Freedom of Information Act ("FOIA"). Your letter was received on [INSERT STATUTORY RECEIPT DATE]. You requested [INSERT DESCRIPTION OF RECORDS SOUGHT].

I hereby certify, pursuant to Section 5(4)(b) of the FOIA, that your FOIA request is denied because, to the best of my knowledge, information and belief, no public records exist as of [INSERT STATUTORY RECEIPT DATE], under the name(s) set forth in your request as detailed below, nor under another name reasonably known to the City. MCL 15.235(4)(b).

**RIGHT TO APPEAL DISCLOSURE DENIAL
 AND RECOVER ATTORNEYS 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 City 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.

A copy of the City's FOIA Procedures and Guidelines is available on the City's website at <https://www.cityofmarshall.com/168/Freedom-of-Information-Act-FOIA-Request>

Very truly yours,

By: _____

ATTACHMENT C

FREEDOM OF INFORMATION ACT DETAILED ITEMIZATION OF FEES

Requestor's name and address:	Hand-Delivered U.S. Mail E-mail Fax Other
FEE CALCULATION	
Labor costs* to search, locate, and examine:	
Hours x \$ _____ (hourly wage) x ____ % (multiplier for fringe benefits, not to exceed 50% or actual cost of fringe benefits)	\$
Labor costs* for review and separation of exempt from non-exempt material:	
_____ Hours x \$ _____ (hourly wage) x ____ % (multiplier for fringe benefits, not to exceed 50% or actual cost of fringe benefits)	\$
Labor costs* to duplicate or publish:	
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.)	
\$ _____ (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.	\$
Mailing: Describe and list actual costs.	\$
Less waiver for indigent persons (\$20.00)**	\$
Less reduction for untimely response:	
\$ _____ subtotal x 5% reduction per day x _____ days	\$
<i>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. ***</i>	Deposit: \$
Part or all of the documents requested are available online at: 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:	

*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 _____ (48 days after the notice is sent) the request will be considered "ABANDONED".

****PER MCL 15.234(8), It is estimated to take _____ from the receipt of deposit to process the request.

ITEM: 7.D

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marcia Strange, Director of Community Development
Justin Miller, Parks and Recreation Superintendent
DATE: April 21, 2025
SUBJECT: **MARSHALL AREA FARMERS MARKET - PARKING LOT USE**

Staff is requesting City Council approval to permit the Marshall Area Farmers Market to once again use the City-owned parking lot located at 125 W. Green Street for its 2025 Spring and Summer market season.

The Marshall Area Farmers Market has successfully utilized the parking lot at 125 W. Green Street for several years as its primary location during the warmer months. This central and visible location supports local vendors and provides a convenient and accessible venue for residents and visitors to purchase fresh, local products.

The 2025 Spring/Summer market season is scheduled to begin on May 3 and run through October 25, operating primarily on Saturday mornings from 6 AM – 3 PM. The Market team will continue to manage setup, take down, and coordination to ensure minimal disruption to surrounding properties and traffic.

BUDGET IMPACT:
None.

RECOMMENDATION:
Approve the use of the 125 W. Green Street municipal parking lot for the Marshall Area Farmers Market 2025 Spring and Summer season (May 3rd - October 25th, 2025).

ITEM: 7.E

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
Alec Egnatuk, Wastewater Superintendent
DATE: April 21, 2025
SUBJECT: **ENGINEERING PROPOSAL - SANITARY SEWER FLOW MONITORING**

The City has received a proposal from Stantec for sanitary sewer flow monitoring throughout the City of Marshall. The proposal was requested as a first step towards the creation of a digital sewer model. With several residential developments being planned, it is necessary the City understand the current flows of the system at various locations throughout. Additionally, recent design work for improvements to the WWTP determined that groundwater infiltration has a significant impact on the City's sewer system and treatment. A review of the plant's historic flows discovered a direct correlation between increased plant flows and rain events.

The work is considered a professional service under the purchasing policy. Technically trained field staff make up the majority of the hours on the proposal with equipment rental, the flow monitors making up the remaining 37% of the fee. The breakdown of hours and staff on the project has been provided to the City. On average, the billable rate per hour is very reasonable at just over \$100/hour. As a long-time partner of the City and with expansive knowledge of the City's system, Stantec is uniquely positioned to complete this project efficiently and effectively.

As mentioned, this is the first step towards creating a sanitary sewer system model for the City. After the flow monitoring is complete in this project, future projects will be required to achieve a full sanitary sewer model for the City. Those projects include data analysis of the flow data, topographical survey of the sewer system, building the digital model structure, and final calibrations of the model. The additional work will be completed in future fiscal years.

The wastewater fund has \$200,000 budgeted for Sanitary Sewer Lining in the current fiscal year. Staff propose to forgo sewer lining this fiscal year and complete flow metering in its place. Flow metering work completed this year will provide insight on where sewer lining can be completed in future years. Because the data collection will give insight into 20 different areas of town, staff will be able to identify future lining projects that will have the greatest impact to infiltration reduction.

BUDGET IMPACT:

The project will be expensed through the Administrative Contracted Services Line Item: 590-572-801.00.

RECOMMENDATION:

Approve the Citywide Flow Metering Study Proposal in the amount of \$134,861 with a contingency of \$12,139 for a total funded amount of \$147,000 and authorize the City Manager and City Clerk to sign the necessary documents.



Stantec Consulting Michigan Inc.
1168 Oak Valley, Suite 100, Ann Arbor MI 48108

April 10, 2025
File: 173485300

Attention: Ms. Marguerite Davenport
City of Marshall
City Hall, 2nd Floor
323 W. Michigan Avenue
Marshall, Michigan 49068

Dear Ms. Davenport,

Reference: Proposal for Professional Services – Citywide Flow Metering Study

As requested by the City of Marshall (City), Stantec Consulting Michigan Inc. (Stantec) is pleased to submit a proposal to perform a sanitary flow monitoring study on the City's sanitary collections system. This project would support the City's investigative efforts to identify potential sources of high base flow observed within the sanitary collection system and will provide a basis for future sanitary system modeling if desired by the City.

This proposal covers the following major components:

- Project Background and Understanding
- Project Scope of Services
- Project Assumptions
- Project Schedule and Proposed Budget

Project Background and Understanding

The City's sanitary collection system appears to be affected by a high level of baseflow from within the collection system. During analysis of the SCADA data for the Wastewater Treatment Plant (WWTP) influent, it was found that even during off-peak, dry season periods, there remains a fairly consistent flow in the sanitary sewer that could be 0.5 million gallons per day or more, which indicates infiltration of groundwater into the system. This study is intended to evaluate sanitary flow at various locations throughout the City over the course of several months to gain insight into the system performance and the effects of inflow and infiltration (I/I) flow entering the system. This information can be used to help plan for future improvement activities at the WWTP and target future rehabilitation efforts within the collection system.

It is our understanding that the City is interested in developing a model to enable the entire collection system to be assessed. However, at this time, there is a data gap within the GIS that needs to be overcome to accurately predict hydraulic performance within the gravity system. As a result, this monitoring effort will collect the necessary information to properly calibrate a sanitary sewer model with a future effort.

Our scope of work is detailed below.

Reference: Proposal for Professional Services – Citywide Flow Metering Study

PROJECT SCOPE OF SERVICES

Task 1 – Field Services and Data Collection

Task 1 includes services related to the field work involving installing, maintaining, and removing the flow monitoring equipment. The fee estimate for this task includes the labor and expenses to manage and perform the work and equipment rental charges. The scope items for Task 1 are listed below:

1. Install twenty (20) flow monitors to collect flow data and up to two (2) rain gauges. The final locations may be modified by Stantec field staff based on suitability for flow monitoring.
2. Calibrate the flow monitors after installation.
3. Perform equipment verification and maintenance such as battery changes, sensor cleaning, equipment replacement if needed. This will be performed via one interim site visit after the initial installation.
4. Collect data for a period of three (3) months. Interim data collection to be performed remotely via telemetry. If telemetry cannot be installed data will be collected manually.
5. Collect available information from the City's existing sanitary lift station and WWTP SCADA records.
6. Remove equipment at the end of the monitoring period.

Deliverables: Site Installation Reports (electronic format).

Task 2 – Data Analysis and Reporting

Task 2 includes data analysis and the preparation of a technical memorandum detailing the flow monitoring program. The technical memorandum will include a summary of all flow monitoring and rainfall measurements. It will also include flow and rainfall data generated along with calculations and graphs necessary to indicate for each storm: peak/average ratio, percent I/I, total flows, potential I/I sources, and wet/dry volume. A summary of each district reaction to the rain events will also be included and used to assess the rainfall derived inflow and infiltration (RDII). Based on information available for sewer length, diameter, slope, and pipe roughness (material), pipe capacity for each upstream segment that is monitored will be provided in a simple excel spreadsheet deliverable. This will be useful for high level planning. A more detailed analysis of rainfall and design storm impacts on the WWTP would require a hydraulic model evaluation and calibration. If follow-up investigations (micro-monitoring, smoke testing, etc.) are deemed appropriate, those recommendations will also be included.

Deliverables: Technical Memorandum and Flow Monitoring Data (electronic format).

Reference: Proposal for Professional Services – Citywide Flow Metering Study

PROJECT ASSUMPTIONS

The following are major project assumptions associated with Stantec's project scope of work:

- Monitoring locations will be less than 30 feet deep from grade to the pipe invert.
- The flow monitoring program is limited to 20 sites and a duration of 3 months. If insufficient rain events are experienced during the 3 month period, a contract amendment can be prepared to extend the monitoring period at the City's request.
- Follow up investigations, such as micro-monitoring, dye testing, smoke testing, etc. are not included in this scope.
- Where sufficient elevation information is available a simple spreadsheet calculation of pipe capacity can be provided. However, detailed hydraulic modeling is not included with this scope.
- Excavation of buried or otherwise inaccessible manhole structures is not included.
- The City will provide assistance in locating hidden or buried manholes.
- Sites are otherwise easily accessible and do not require long hauls or need for an all-terrain vehicle.
- Traffic control support, if needed, will be provided by the City for site locations in roadways.
- Stantec to execute the field work with a 2-man crew.
- Local fire and rescue will be notified of the work and it is assumed that they are properly equipped to provide rescue services if needed.

Project Schedule

Stantec will mobilize and install the flow monitors approximately two weeks after receiving the approved notice to proceed. The monitors will be removed at the end of the monitoring period, which is approximately three months from initial installation. The technical memorandum under Task 2 will be submitted four weeks after final equipment removal.

Proposed Budget

We propose to complete the scope of work defined above for a fee of **\$134,861**. Stantec will invoice on a time and materials basis and will not exceed the above fee without prior authorization.

The not-to-exceed budget amount stated above includes all fees for the work described in this proposal, including all reimbursable charges, such as charges for sub-consultants and other specialized services.

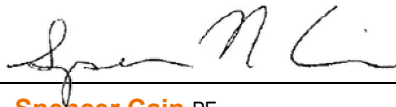
Please note that Stantec reserves the right to transfer budget between tasks outlined in the scope of work, due to the possible occurrence of overlapping tasks, but will not exceed the total amount stated above. Please note that this work would be conducted under the Master Services Agreement previously executed between the City and Stantec effective March 12, 2018.

If the above proposal meets your approval, please sign on the line below indicating your approval for us to begin the work. We appreciate the opportunity to assist in this flow monitoring study for the City of Marshall. If you have questions regarding our scope of work or fee structure, please feel free to contact us.

Reference: Proposal for Professional Services – Citywide Flow Metering Study

Regards,

Stantec Consulting Michigan Inc.



Spencer Cain PE
Principal
Phone: 734 546 6694
Spencer.cain@stantec.com

Stantec Consulting Michigan Inc.



Joseph Kamalesh MS
Associate
Phone: 513 827 4802
joseph.kamalesh@stantec.com

By signing this proposal, the City of Marshall authorizes Stantec to proceed with the services as listed herein:

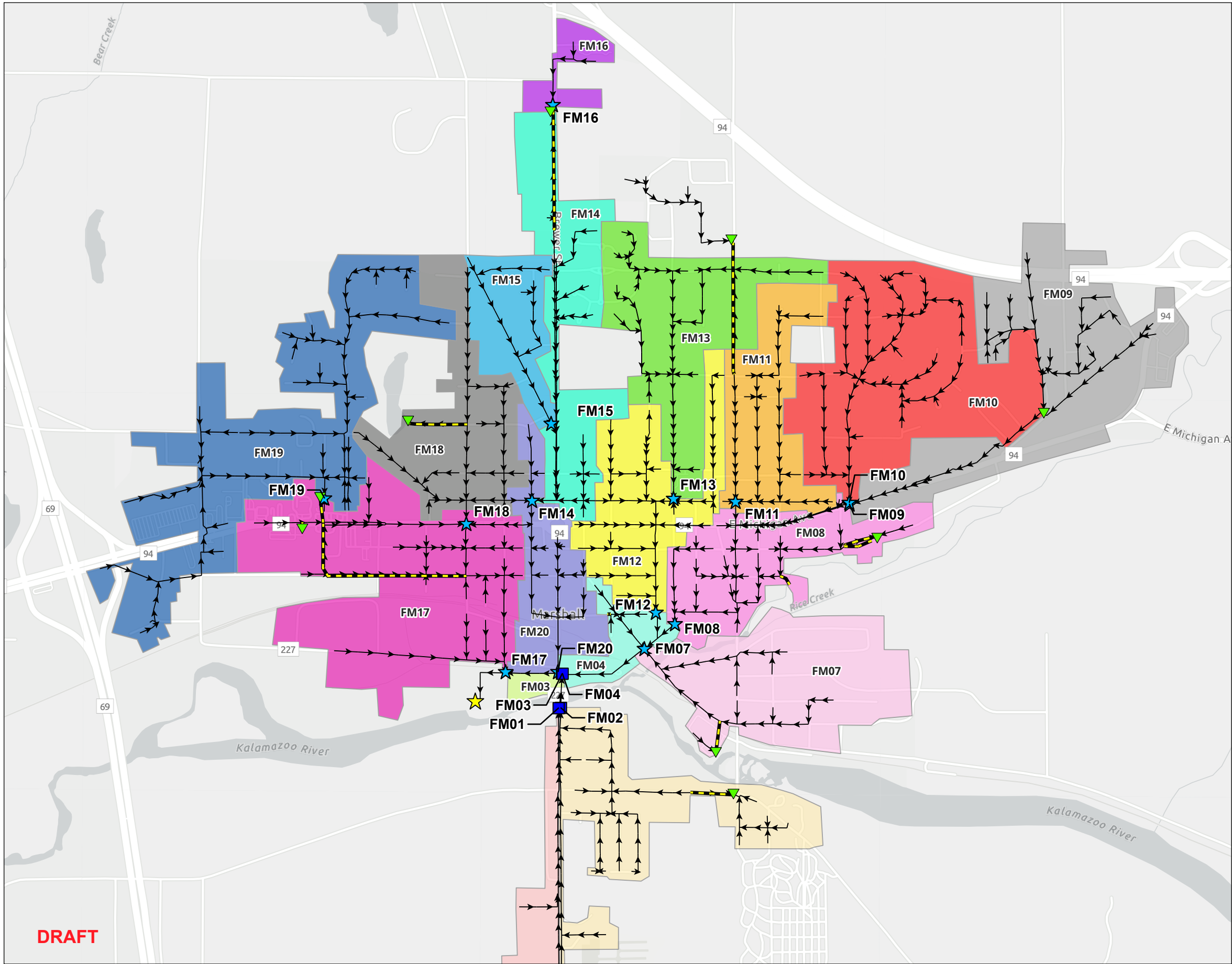
This proposal is accepted and agreed on the _____ day of _____, 2025.

Per: City of Marshall

Print Name & Title

Signature

\\CAD027-BPESS01\workgroup\1268\GIS\2025\1070913\map\City of Marshall.aprx Revised: 2025-04-08 By: ebawko



Legend

- ★ WWTP
- ▼ Lift Station
- ★ Proposed Flow Monitor
- Installed Flow Monitor
- Forcemain
- Sewer

Basin ID

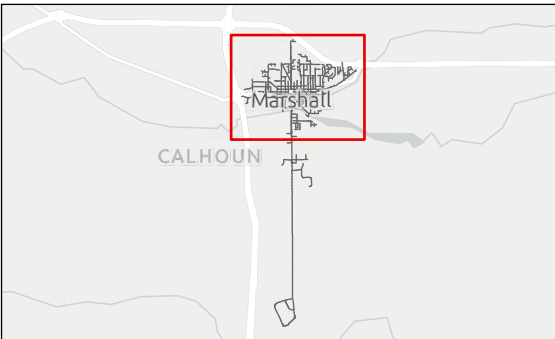
- | | |
|------|------|
| FM01 | FM12 |
| FM02 | FM13 |
| FM03 | FM14 |
| FM04 | FM15 |
| FM07 | FM16 |
| FM08 | FM17 |
| FM09 | FM18 |
| FM10 | FM19 |
| FM11 | FM20 |



0 1,000 2,000 Feet
(At original document size of 11x17)
1:18,000

Notes

1. Coordinate System: NAD 1983 StatePlane Michigan South FIPS 2113 Feet
2. Data Sources:
3. Background: Esri Community Maps Contributors, Province of Ontario, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, Province of Ontario, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS, USFWS

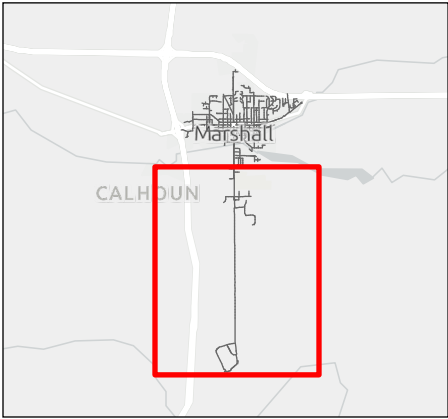
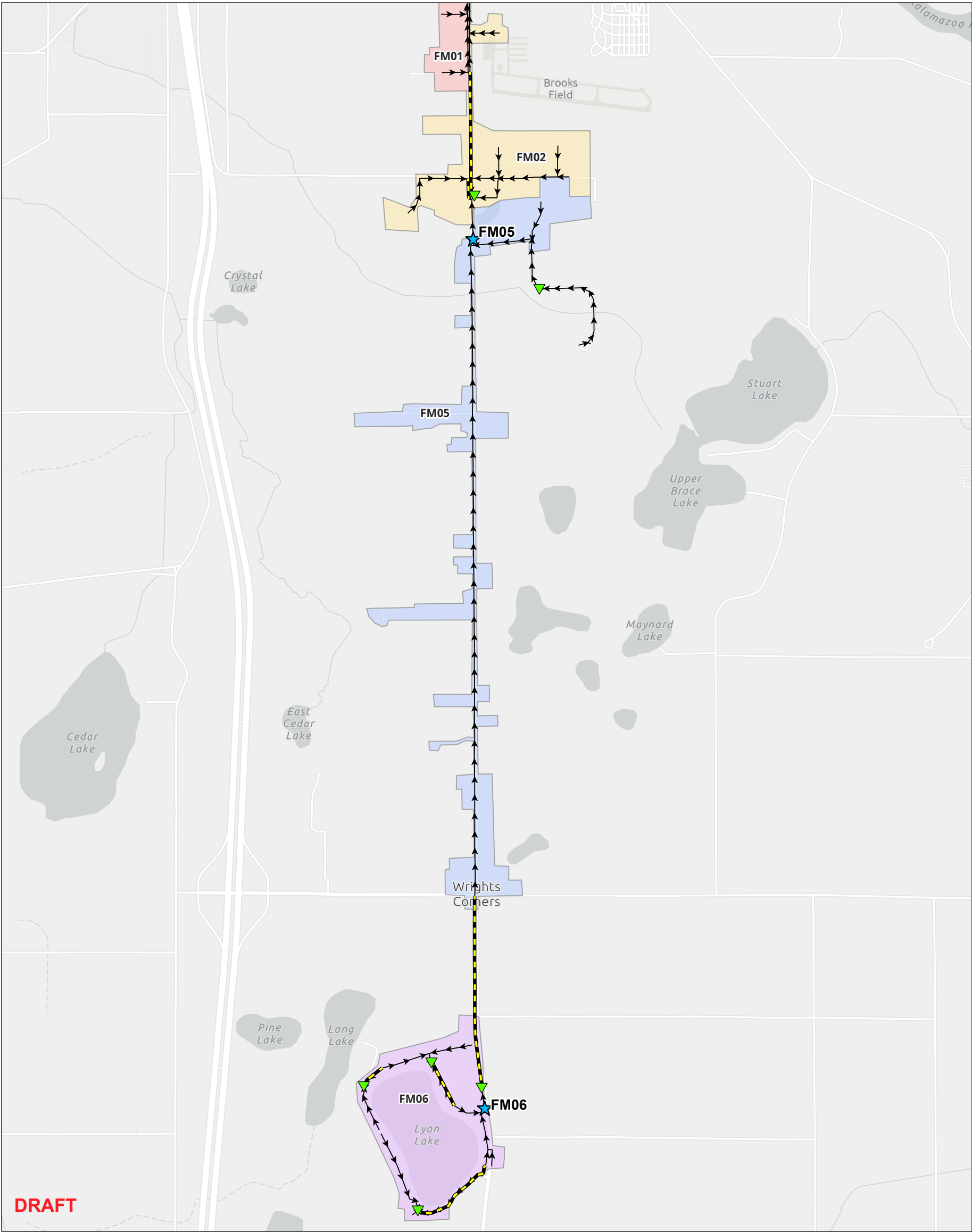


Project Location
Marshall, MI 2075107913

Client/Project
City of Marshall
Flow Monitoring

Figure No.
1-1 **DRAFT**

Title
**Flow Monitoring
Sewershed Delineation**



Notes
1. Coordinate System: NAD 1983 StatePlane Michigan South FIPS 2113 Feet
2. Data Sources:
3. Background: Province of Ontario, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS, USFWS, Province of Ontario, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

- Legend**
- ▼ Lift Station
 - ★ Proposed Flow Monitor
 - Forcemain
 - Sewer
 - FM01
 - FM02
 - FM05
 - FM06

0 1,000 2,000 Feet
(At original document size of 11x17)
1:27,000



Project Location
Marshall, MI 2075107913

Client/Project
City of Marshall
Flow Monitoring

Figure No.
1-2

**Flow Monitoring
Sewershed Delineation**

DRAFT

ITEM: 7.F

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Michelle Eubank, City Clerk
DATE: April 21, 2025
SUBJECT: SCHULER'S SIDEWALK USE PERMIT

In accordance with Section 90-16(c) of the Marshall City Code, City Council may license an outdoor restaurant, café and other public/private sidewalk uses under such terms and conditions as the Council may determine upon submittal of a sidewalk use application. Schuler's has submitted the certificate of insurance and paid the proper fee.

The use of the sidewalk would be from May 1, 2025 through April 30, 2026.

BUDGET IMPACT:

There is a \$100 fee for a one year sidewalk use permit which is applied to the general fund.

RECOMMENDATION:

Approve the Sidewalk Use application from Schuler's for the purpose of an outdoor cafe from May 1, 2025 to April 30, 2026.

CITY OF MARSHALL
APPLICATION FOR A SIDEWALK USE LICENSE

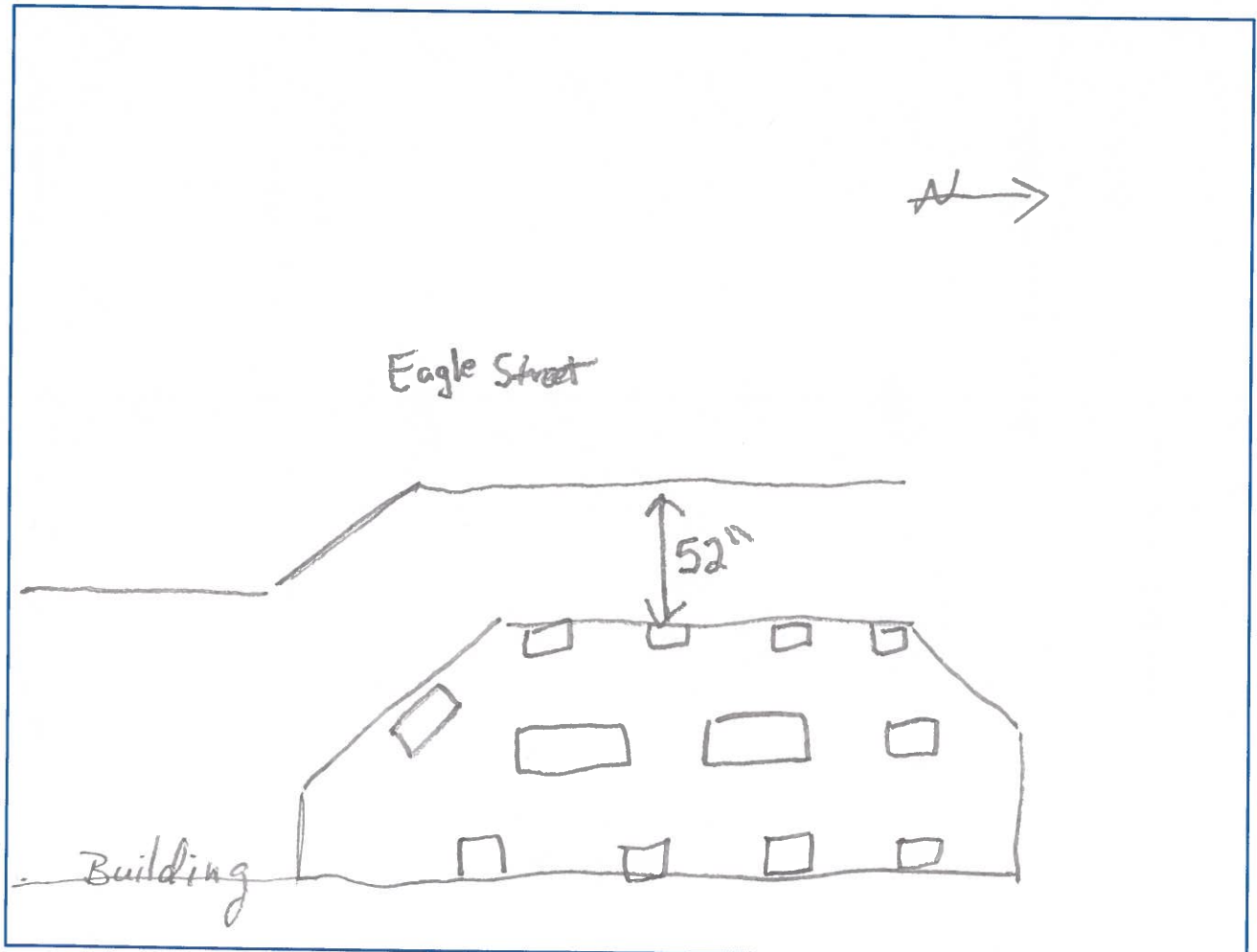
Schuler's Restaurant located at **115 South Eagle Street** in the City of Marshall, hereby make application for a sidewalk use license to operate an outdoor restaurant/café in accordance with Section 90-16(c) of the Marshall City Code, at the above address for a period of one year beginning May 1, 2025 and ending April 30, 2026.

Rob Schuler
Signature

CFO/H.R. Manager
Title

(269) 781-0619
Contact number

Sketch of the area, including number of tables, and the width of open sidewalk that will still be accessible:



ITEM: 12.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Joshua Lankerd, Chief of Police
DATE: April 21, 2025
SUBJECT: TRESPASS ORDINANCE UPDATE 133.03

The Marshall Police Department periodically reviews ordinances to determine if changes are needed. Last year, we reviewed our Trespassing ordinance 133.03 which states "no person shall be a trespasser" and our ordinance 133.99 (B) which includes the penalty for trespassing. In reviewing the ordinance, we found the ordinance appeared to be out of date and a bit vague. Staff reviewed the ordinance with City Prosecutor John Sullivan and City Attorney David Revore and updated the language to provide an ordinance more consistent with the Michigan State Law. The proposed trespassing ordinance 133.03 includes a more detailed definition of trespassing along with an updated penalty that is more consistent with the Michigan trespassing law.

BUDGET IMPACT:
No anticipated impact to the budget

RECOMMENDATION:
Introduce Ordinance 2025-1, An Ordinance amending City of Marshall Code of Ordinances Section 133.03 Trespassing and 133.99 Penalty, Publish a summary in the local newspaper and set a Public Hearing for May 5th, 2025.

City of Marshall, Michigan

Ordinance #2025-131

AN ORDINANCE AMENDING CITY OF MARSHALL CODE OF ORDINANCES,
§133.03

WHEREAS, §133.03 of the Marshall Code of Ordinances prohibits the act of trespassing; §133.99 provides the penalty for trespassing; and

WHEREAS, it is in the best interests of the City, and in furtherance the health, safety and welfare of the public, to replace the current version of §133.03 with the version set forth herein; and to delete 133.99 (B)

NOW, THEREFORE, THE CITY OF MARSHALL ORDAINS that the current version of § 133.03 be deleted and replaced with the version set forth herein; and section 133.99 (B) be deleted

~~§ 133.03 Trespassers.~~

~~No person shall be a trespasser.~~

~~(Prior Code, § 10-11) (Ord. passed 9-5-1978; Am. Ord. passed 2-21-1984; Am. Ord. 01-14, passed 11-5-2001).~~

Amend- §133.99 - Penalty.

~~(B) Any person who shall willfully enter upon the lands or premises of another without lawful authority, after having been forbidden to so do by the owner or occupant, agent or servant of the owner or occupant, or any person being upon the land or premises of another, upon being notified to depart therefrom by the owner or occupant, the agent or servant of either, who without lawful authority neglects or refuses to depart therefrom, shall be deemed to be a trespasser and, upon conviction thereof, shall be punished by imprisonment in the county jail for not more than 30 days or by a fine of not more than \$50.00, or both, in the discretion of the court.~~

§ 133.03 Trespass.

(1) Except as otherwise provided in subsection (2), a person shall not do any of the following:

- (a) Enter the lands or premises of another without lawful authority after having been forbidden to do so by the owner or occupant or the agent of the owner or occupant. The Chief of Police and/or Director of Public Safety, and officers within the Marshall Police Department, are authorized to notify a person not to enter the property on behalf of the owner or occupant, or on behalf of the City,

if the lands or premises are public. Notice under this section may be given orally or in writing.

- (b) Enter upon the lands or premises of another which is fenced or enclosed in a manner to exclude intruders, or posted in a conspicuous manner with notice prohibiting entry. A request to leave the premises under this section is not a necessary element for a violation of this subdivision.
 - (c) Remain without lawful authority on the land or premises of another after being notified to depart by the owner or occupant or the agent of the owner or occupant.
- (2) Subsection (1) does not apply to a process server who is on the land or premises of another while in the process of attempting, by the most direct route, to serve process upon any of the following:
- (a) An owner or occupant of the land or premises.
 - (b) An agent of the owner or occupant of the land or premises.
 - (c) A lessee of the land or premises.
- (3) A person who violates subsection (1) is guilty of a misdemeanor punishable by imprisonment in the county jail for not more than 30 days or by a fine of not more than \$250.00, or both.
- (4) As used in this section, "process server" means a person authorized under the revised judicature act of 1961, 1961 PA 236, MCL 600.101 to 600.9947, or supreme court rule to serve process.

(Prior Code, §18-43) (Ord. 2025-131, passed_____, 2025).

State Law Reference – Similar provisions, See MCL §750.552

REPEALER

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect, and the City of Marshall City Code shall remain in full force and effect, amended only as specified above.

SEVERABILITY

If any section, clause or provision of this Ordinance shall be declared to be unconstitutional, void or illegal by any Court of competent jurisdiction, such section,

clause or provision shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

ENACTMENT

This ordinance is declared to have been enacted by the City Council of the City of Marshall at a meeting called and held on the ____ day of _____, 2025, and ordered to be given publication in the manner prescribed by law.

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 _____, 2025, the original of which is on file in my office.

Clerk

Adopted:

Published:

ITEM: 12.B

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Joshua Lankerd, Chief of Police
DATE: April 21, 2025
SUBJECT: REPEAL OF ORDINANCE 135.02 INDECENT LANGUAGE

The Marshall Police Department periodically reviews ordinances to determine if changes are needed. Last year, we were reviewing ordinances and found that our 135.02 Indecent language ordinance was out of date and not consistent with 1st Amendment court rulings regarding similar ordinances. Staff reviewed the ordinance with City Prosecutor John Sullivan and City Attorney David Revore and concluded a repeal of ordinance 135.02 was the appropriate action to take.

BUDGET IMPACT:

No anticipated impact to the budget

RECOMMENDATION:

Introduce Ordinance 2025-2, An Ordinance repealing City of Marshall Code of Ordinances Section 135.02 Indecent language, Publish a summary in the local newspaper and set a Public Hearing for May 5th 2025.

City of Marshall, Michigan

Ordinance #2025-132

AN ORDINANCE REPEALING CITY OF MARSHALL CODE OF ORDINANCES,
§135.02 INDECENT LANGUAGE OR CONDUCT

WHEREAS, Marshall City Code Section 135.02 prohibits indecent language or conduct;
and

WHEREAS, the prohibitions of Section 135.02 are contrary to Michigan law.

NOW, THEREFORE,

THE CITY OF MARSHALL ORDAINS that Section 135.02 of the Marshall City Code is
hereby repealed in its entirety.

REPEALER

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to
the extent necessary to give this Ordinance full force and effect, and the City of Marshall
City Code shall remain in full force and effect, amended only as specified above.

SEVERABILITY

If any section, clause or provision of this Ordinance shall be declared to be
unconstitutional, void or illegal by any Court of competent jurisdiction, such section,
clause or provision shall thereby cease to be a part of this Ordinance, but the remainder
of this Ordinance shall stand and be in full force and effect.

ENACTMENT

This ordinance is declared to have been enacted by the City Council of the City of
Marshall at a meeting called and held on the ____ day of _____, 2025, and
ordered to be given publication in the manner prescribed by law.

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 _____, 2025, the original of which is on file in my office.

Clerk

Adopted:

Published:

ITEM: 12.C

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
DATE: April 21, 2025
SUBJECT: **EQUIPMENT PURCHASE - DEPARTMENT OF PUBLIC WORKS**

Two trucks, both 2010 Ford F-250's, in the Motor Pool Fund are planned and budgeted for replacement this fiscal year. The trucks are assigned to the Department of Public works and will be replaced by one Ford F350 with a hydraulic lift gate (Tommygate) and Western V-Plow snow plow and the other will be replaced with one Ford F350 with a Western Wideout Gen 2 snow plow. The existing Tommygate truck is in disrepair and the gate has become unsafe to operate. The second truck has a different style of plow than typical to aid staff in plowing downtown parking lots and adjacent to new and existing on-street parking on Michigan Avenue, South Jefferson Street, and West Green Street. The total cost for the two vehicles and accessories is \$145,600. Both vehicles are available through the State of Michigan's MiDEAL approved dealer - Gorno Ford. Please note, that typically the vehicles would be F-250 models. However, the dealer is offering F-250 MiDEAL pricing on F-350 models currently on their lot.

A typical Tommygate is shown in the image below.



Below is an image of the Wideout snow plow.



BUDGET IMPACT:

The Motor Pool budget has \$157,000 budgeted for the replacement of these two vehicles this fiscal year. The purchases will be expensed through the Motor Pool Capital Outlay Line 661-525-970.00.

RECOMMENDATION:

Approve the purchase of (1) Ford F-350 with Tommygate and Western V-Plow and (1) Ford F-350 with Western Wide Out Gen 2 snow plow in the amount of \$145,600 through the MiDEAL purchasing program and authorize the City Manager and City Clerk to sign the necessary documents.

Water and Sewer Utility Franchise Agreement

This Water and Sewer (“system”) Utility Franchise Agreement (“Agreement”) is made as of _____ 2025, between Marshall Township, a Michigan general law township located in Calhoun County, the principal business address of which is 13551 Myron Avery Drive, Marshall, MI 49068, (the “Township”) and the City of Marshall, a municipal corporation located in Calhoun County, the principal business of which is 323 West Michigan Avenue, Marshall, MI 49068 (the “City”). The Township and the City may from time to time be referred to as the “Parties.” In this Agreement, either the Township or the City may be referred to as “Party” or collectively as, “Parties”.

RECITALS

- A. The Parties desire to extend the Water System to the existing Marshall Township Hall and proposed new Fire Station Premises, and areas depicted in the attached exhibits.
- B. Pursuant to Article VII, Section 29 of the Michigan Constitution of 1963, a public utility may not use the streets, highways or other public rights-of-way within the Township for public utility facilities without the Township's consent and may not provide utility services within the Township without first obtaining a franchise from the Township.
- C. In recognition of the above, the City and Township both believe it is in the best interest of the public health, safety, and welfare to further engage in intergovernmental cooperation and enter into this Agreement for a franchise agreement to provide water services to the Township Hall and New Fire Station Premises and franchise area as outlined and limited by the terms and conditions of this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions referred to by this Agreement and, the Parties agree as follows:

- 1. Recitals. The above recitals are true and incorporated in and made part of the Agreement.
- 2. Franchise Area. The Franchise Area means that portion of the Township Public Rights of Way is necessary to bring water to the New Fire Station Premises and the existing Township Hall as depicted on Exhibit A, and in the areas of the Township as set forth in Exhibits 1, 2, 3 and 4, attached hereto (collectively, the “Franchise Area”).
- 3. Consent to Use Public Rights of Way within Township. Subject to the terms and conditions of this Agreement, the Township hereby grants to the City the Township's exclusive consent, permission, right and authority to lay, maintain, repair, operate, use and replace water mains and facilities, including but not limited to, necessary pipes, pumps, valves, fire hydrants and other necessary equipment or appurtenances for the purpose of construction, maintenance and operation of a public water utility to convey and deliver water in the Franchise Area within, along, across, under, from and through the public rights-of way within the Franchise Area, including streets, alleys, avenues,

highways, sidewalks, bridges, interchanges, public ways, and easements (“Public Rights of Way”) as depicted in the attached Exhibits.

4. Franchise. Subject to the terms and conditions of this Agreement, the Township further grants City a non-exclusive franchise within the Franchise Area to transact a public water utility business service.
5. Ownership of Water System. All equipment and facilities within the Township that has been or will be installed by the City for purposes of operating the water system and effectuating the terms and conditions of this Agreement shall be owned by the City. The City shall be responsible for operation, repair, maintenance and replacement of its equipment and facilities within the Township.
6. Use of Public Rights of Way.
 - a. No Burden on Public Right of Way. City and its contractors, subcontractors and the City’s public water service infrastructure shall not unduly burden or interfere with the present or future use of any of the Public Rights of Ways within the Township. City shall install and maintain its public water service infrastructure to cause minimum interference with the use of the Public Rights of Way. No Public Rights of Way shall be obstructed longer than necessary during the work of construction or repair. City’s structures and equipment shall be buried to not endanger or injure persons or property in the Public Rights of Way. City will use its best efforts to not unreasonably interfere with or disrupt any public utility apparatus or facilities operated by the Township and, to the extent City interferes with or disrupts any such public utility apparatus or facilities, City shall restore such apparatus or facilities to as good order and condition as when City commenced work.
 - b. Restoration of Public Rights of Way. City and its contractors and subcontractors shall within a reasonably practical time or a time mutually agreed upon by City and the Township restore, at City’s sole cost and expense, any portion of the Public Rights of Way that is in any way disturbed, damaged, or injured by the construction, operation, maintenance or removal of the public water service infrastructure to as good or better condition than that which existed prior to the disturbance.
 - c. Easements. Any easements over or under property owned by the Township other than the Public Rights of Way shall be separately negotiated with the Township.
 - d. Notice. Before commencing the construction or repair work on its public water service infrastructure which will require excavation in or the closing of any Public Rights of Way, the City shall provide the Township with notice, including a description of the work to be performed, in advance of such work. This notice requirement shall not apply to the installation of water services on privately owned property nor to any other work performed on such privately owned property. Nothing herein shall preclude the City

from immediately commencing construction or repair work within any Public Rights of Way when deemed necessary to prevent danger to life or property, and in such case, the City shall notify the Township of such work as soon as reasonably practical.

7. Inspection and Maintenance of Water System. The City shall have the right to inspect all facilities related to the public water service infrastructure, including but not limited to water pipes, taps, service connections, fittings, meters and appurtenances before and after installation; and perform any maintenance or repair as necessary in a timely fashion that protects the public health and safety. The need for repair or maintenance may be identified by Township staff, City staff, or such agencies having jurisdictional authority over water supplies. City staff shall apply the same policies and procedures used in the City to determine whether maintenance or repairs are necessary.
8. Cost of Connection. The City shall not bear the cost of connection to the City of Marshall Utilities. The Township shall be responsible for the costs of connecting the New Fire Station Premises and the Township Hall office to the public water service infrastructure water system and the necessary connection fees and charges as required under the City of Marshall Utilities, Standard Rules, and Regulations as amended.
9. Ongoing Costs of Operation and Service. Following connection to the public water service infrastructure, the City shall bill for ongoing costs of water delivery to the New Fire Station Premises and existing Township Hall subject to the City of Marshall Utilities, Standard Rules and Regulations as amended.
10. Delivery of Water. All water supplied and delivered to the New Fire Station Premises and existing Township Hall within the township shall be subject to the City of Marshall Utilities, Standard Rules and Regulations as amended. The City will comply with all state and federal laws and regulations in the provision of water service within the Township.
11. Temporary Discontinuation of Water Supply. The City reserves the right to discontinue temporarily the water supply to any of the water mains or pipelines serving the Franchise Area and New Fire Station and existing Township Hall within the Township due to such severe, unanticipated natural events (also known as “acts of God”) or other extreme emergency conditions, or whenever it is necessary for the purposes of testing, repairing or replacing water mains, meters or any other of its facilities related to the water system. No claim for damages for such discontinuance shall be made against any party.
12. Plan for Due Care Compliance. The Parties will comply with environmental regulations and precautions as promulgated by the Department of Environment, Great Lakes, and Energy or other state or federal rules and regulations as applicable; and as set forth in the Plan for Due Care Compliance prepared for Marshall Township in relation to the New Fire Station Premises, attached to this Agreement as Exhibit B. The City shall not be a responsible party for any environmental liability or required activities of the subject property.

13. Term. Pursuant to Article VII, Section 30 of the Michigan Constitution of 1963, the term of this Agreement shall commence upon execution of this Agreement and remain in effect for a period of thirty (30) years and shall in no case remain in effect for more than 30 years, subject to revocation. At the expiration or revocation of the Franchise, the City may seek a renewal of the Franchise from the Township to continue water and utility service to the New Fire Station Premises and existing Township Hall. If the Fire Station and/or Township Hall, no longer continue said use or ownership by Marshall Township, the property will be subject to conditional transfer under the Master 425 agreement and said terms.
14. Revocable. The franchise granted by this Agreement is revocable at will by the Township, in writing, by majority vote of the Township Board, to the extent provided by law. Upon revocation, it is recognized and agreed that the City no longer has a requirement to provide City municipal utilities and services to the New Fire Station Premises and/or existing Township Hall.
15. Hold Harmless. To the extent permitted by law, the City shall at all times keep and save the Township free and harmless from all loss, costs, and expense caused by the City in its construction, maintenance and operation of the public water service infrastructure hereby authorized. To the extent permitted by law, the Township shall at all times keep and save the City free and harmless from all loss, costs, and expense caused by the Township, its employees, or contractors. Notwithstanding any provision contained in this Agreement, nothing in this Agreement shall impair any liability protection afforded the to a party pursuant to law.
16. No Liability. Neither the Township nor its officers, agents, employees, or contractors, shall be liable to the City for any interference with or disruption in the operation of the public water service infrastructure referred to in this Agreement, except to the extent of gross negligence or willful misconduct of the Township, its agents, officers, employees, or contractors.
17. No Third-Party Beneficiaries. Nothing in this Agreement shall convey any rights upon any person or entity which is not a party or a successor or permitted assignee of a party to this Agreement.
18. No Assignment. The City shall not assign, transfer or convey this Agreement, or any of the rights or obligations conveyed or imposed by this Agreement, to any other person, firm, or corporation without the prior written agreement of the Township.
19. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties, their successors, and assigns.
20. Interpretation. Nothing in this Agreement shall be construed to convey any title or interest in or to any highway, street, alley, or other public place. Nothing in this Agreement shall be construed in any manner as a surrender by the Township of its legislative power with respect to the subject matter of this Agreement or with respect to any other matter or in any manner limiting the right of the Township to lawfully regulate the use of any public rights-of-way.

21. Compliance with Laws. The City shall comply with all applicable laws, statutes, ordinances, rules and regulations regarding the installation, construction, operation, maintenance, repair, replacement, ownership or use of the water system referred to in this Agreement. The City shall secure all necessary permits, licenses, and approvals from all governmental officials, agencies or entities of competent jurisdiction.
22. Amendment. This Agreement may be amended or modified only in a writing signed by the appropriate City and Township officials after approval of such amendment by the Township Board.
23. Jurisdiction and Venue. The laws of the State of Michigan, and federal law as applicable, shall apply to any dispute related to or arising from this Agreement. The venue for any dispute shall be Calhoun County, Michigan.
24. Severability. If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

[Signatures on the following page]

MARSHALL TOWNSHIP

By: _____
_____, Township Supervisor

By: _____
_____, Township Clerk

Dated: _____, 2025

As Township Clerk of _____ Township, I certify that this Agreement was approved and accepted by a majority vote of Township Board of _____ Township at a meeting held on _____ 2025.

Dated: _____, 2025

By: _____
_____, Township Clerk

CITY OF MARSHALL

By: _____
Scott Wolfersberger, Mayor

By: _____
Michelle Eubank, City Clerk

Dated: _____, 2025

As City Clerk of City of Marshall, I certify that this Agreement was approved and accepted by a majority vote of the City Council at a meeting held on April 21, 2025.

Dated: _____, 2025

By: _____
Michelle Eubank, City Clerk

EXHIBIT A

Marshall Township Water Main: Exhibit A

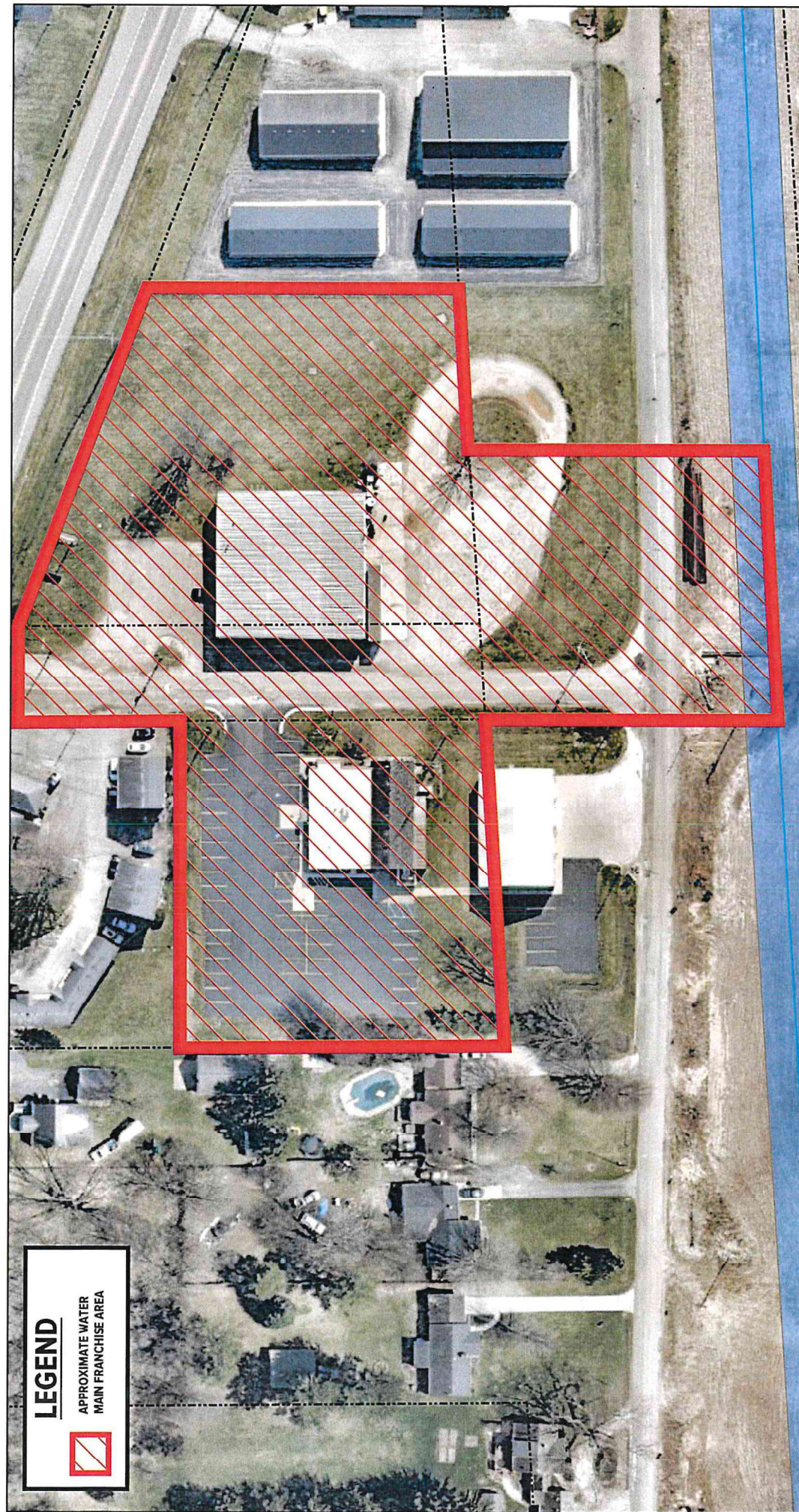


Exhibit 1

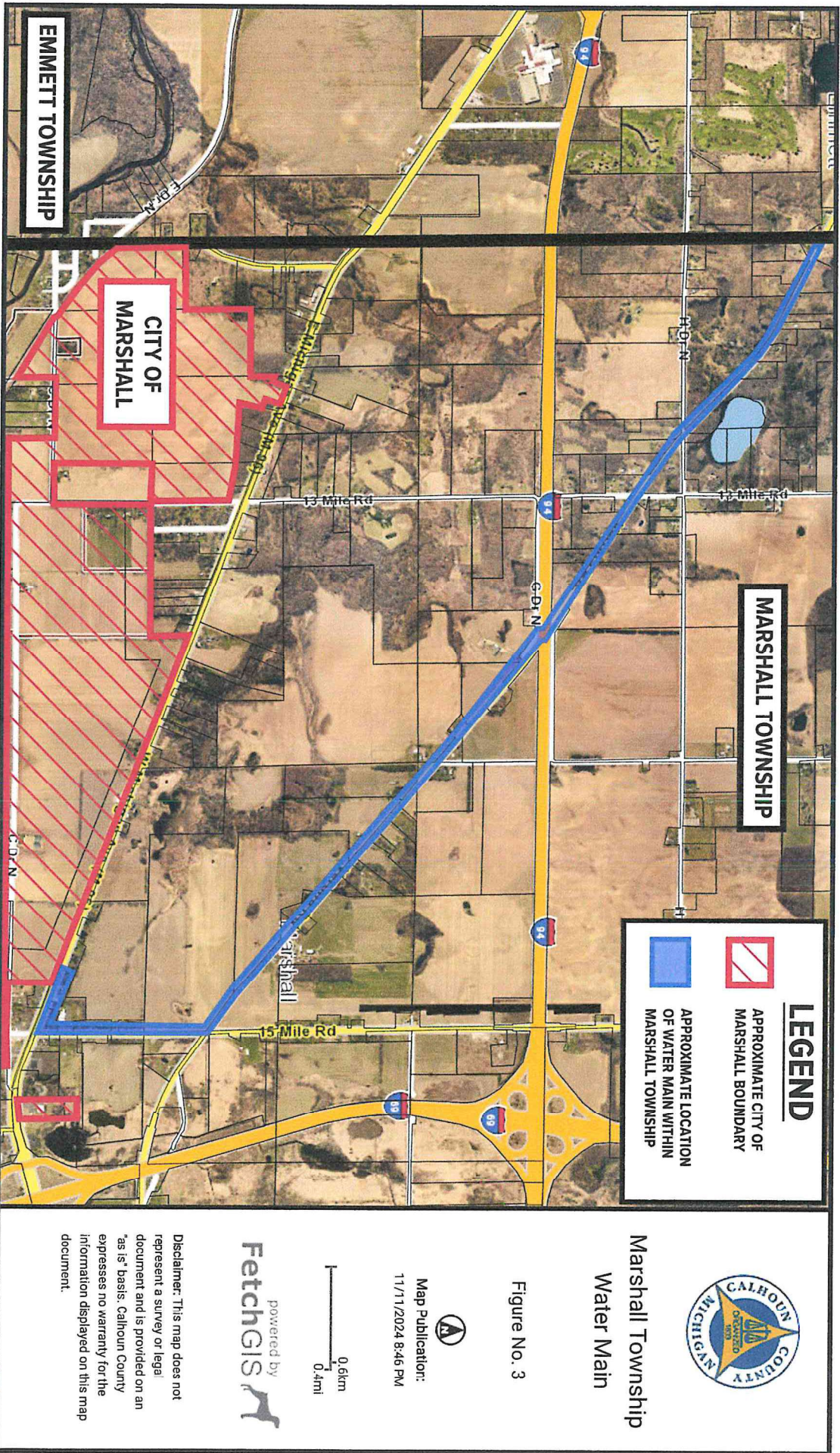


Exhibit 2

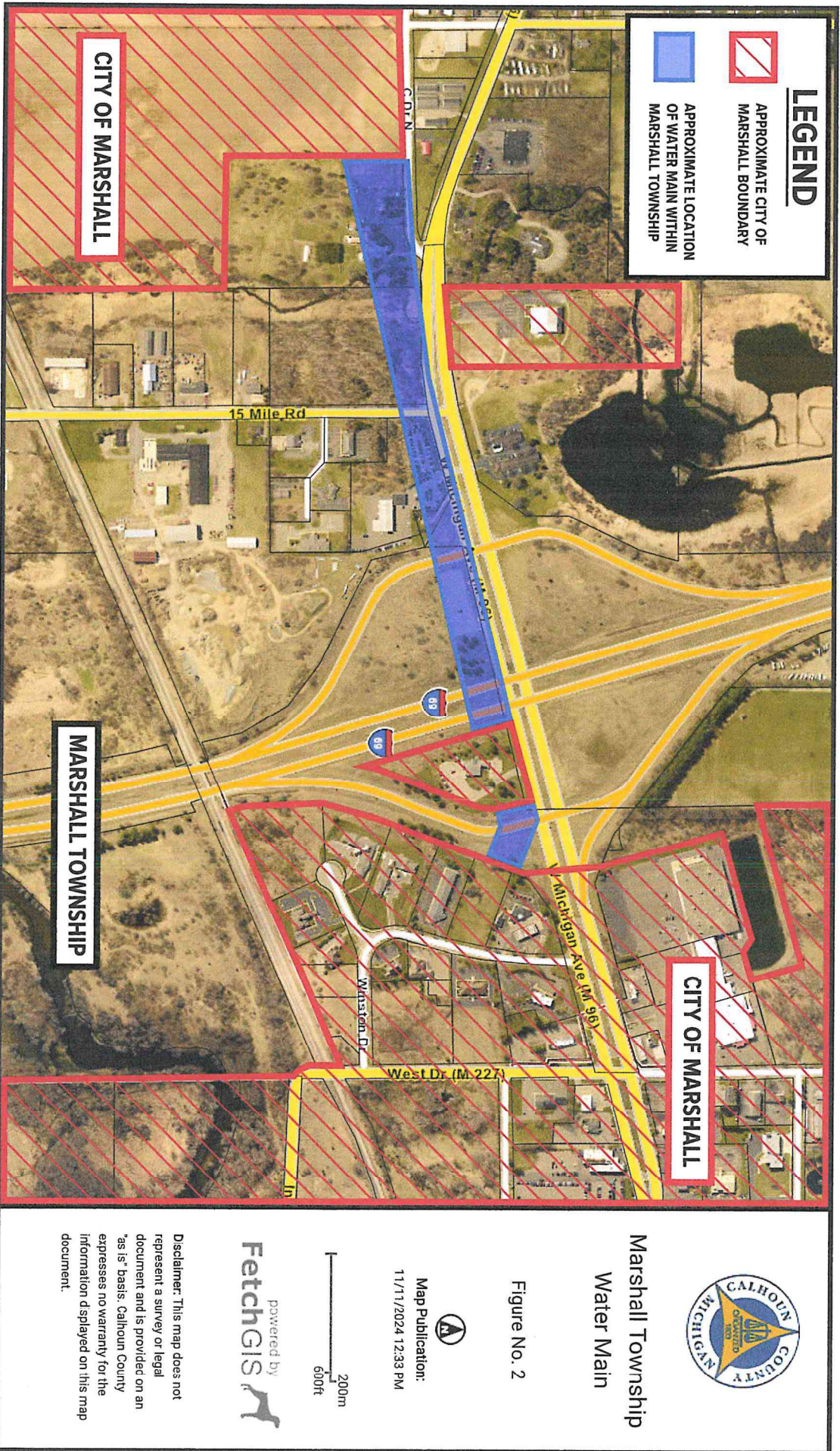
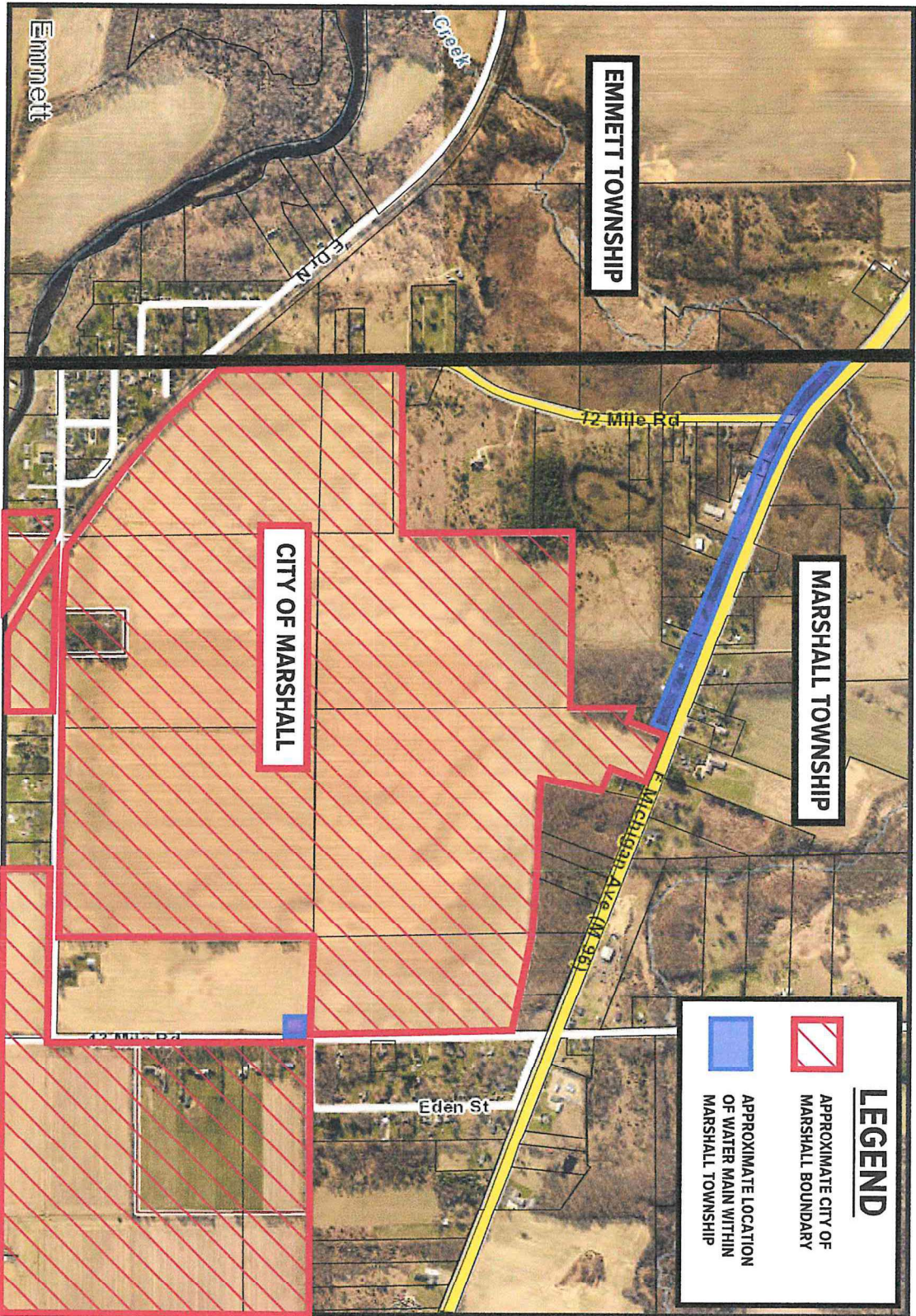


Exhibit 3



Marshall Township Water Main

Figure No. 1



Map Publication:
11/11/2024 10:22 AM



powered by
FetchGIS

Disclaimer: This map does not represent a survey or legal document and is provided on an "as is" basis. Calhoun County expresses no warranty for the information displayed on this map document.

Exhibit 4

