CITY COUNCIL AGENDA

Regular Meeting

October 6, 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 - September 15, 2025
     Regular Session - September 15, 2025
   - B. **City Bills**

Purchases 9/12/2025	$720,685.69
Purchases 9/19/2025	$5,365.83
Purchases 9/23/2025	$1,030,742.93
Purchases 9/26/2025	$4,244,863.44
August Power Purchase	$1,107,073.50
TOTAL	**$7,108,731.39**

   - C. **RESOLUTION - CDBG HOME REPAIR GRANT PROGRAM**
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. **TACC-CITY SUPPORT SERVICES AGREEMENT**
    - B. **WATER AND SEWER LARGE METERS — READINESS TO SERVE RATE ESTABLISHMENT**
    - C. **PATROL VEHICLE PURCHASE - POLICE DEPARTMENT**
    - D. **CHAPTER 92 HEALTH AND SANITATION; NUISANCES ORDINANCE UPDATE**

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

13) APPOINTMENTS / ELECTIONS

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

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

CITY COUNCIL MINUTES

September 15, 2025
Work Session - 6:00 PM

1) CALL TO ORDER

IN A REGULAR SESSION held on Monday, September 15, 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, Theresa Chaney-Huggett, Jacob Gates, Andrew Scibbe, Ryan Traver, and Ryan Underhill

Also Present: Manager Perry and Clerk Eubank

Absent: James Hackworth

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. FIRE SERVICE FLEET

Staff and council discussed the current Fire Department fleet and its future.

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

NONE

6) ADJOURNMENT

The meeting was adjourned at 6:51 pm.

Respectfully submitted by,

Michelle Eubank
City Clerk

CITY COUNCIL MINUTES

September 15, 2025
Regular Meeting - 7:00 PM

1) CALL TO ORDER

IN A REGULAR SESSION held on Monday, September 15, 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, Theresa Chaney-Huggett, Jacob Gates, James Hackworth, Andrew Scibbe, Ryan Traver, and Ryan Underhill

Also Present: Manager Perry and Clerk Eubank

Absent: None

3) INVOCATION

4) PLEDGE OF ALLEGIANCE

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

Moved by Jacob Gates, supported by Theresa Chaney-Huggett to approve the agenda as presented. On a voice vote: **Motion carried.**

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

Barry Wayne Adams of 622 W Green St gave public comment.

7) CONSENT AGENDA

Moved by Jacob Gates, supported by Ryan Underhill to approve the consent agenda as presented. On a roll call vote:

Ayes: Theresa Chaney-Huggett, Jacob Gates, James Hackworth, Andrew Scibbe, Ryan Traver, Ryan Underhill, Scott Wolfersberger
Nays: None
Abstain: None
Motion carried.

A. <u>City Council Minutes</u>

Work Session - September 2, 2025
Regular Session - September 2, 2025

B. <u>City Bills</u>

Purchases 9/5/2025	$1,305,712.27
TOTAL	**$1,305,712.27**

C. SPECIAL EVENT REQUEST- STAGECOACH

8) PRESENTATIONS AND RECOGNITIONS

9) INFORMATIONAL ITEMS

10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

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

A. PUBLIC HEARING - CDBG 125-127 W MICHIGAN AVE RENTAL REHABILITATION PROJECT

Mayor Wolfersberger opened the public hearing on the final report on the completion of the 125-127 W. Michigan Avenue Rental Rehabilitation Community Development Block Grant at 7:11 pm.

Barry Wayne Adams spoke during the public hearing.

Mayor Wolfersberger opened the public hearing on the final report on the completion of the 125-127 W. Michigan Avenue Rental Rehabilitation Community Development Block Grant at 7:15 pm.

Moved by Ryan Traver, supported by Andrew Scibbe to receive the final report on the completion of the 125-127 W. Michigan Avenue Rental Rehabilitation Community Development Block Grant and authorize staff to report gathered information to MEDC and authorize the City Manager and City Clerk to sign the necessary documents. On a voice vote: **Motion carried.**

B. HOMEOWNER REHABILITATION COMMUNITY DEVELOPMENT BLOCK GRANT

Mayor Wolfersberger opened the public hearing on the implementation of the Homeowner Rehabilitation Community Development Block Grant program for low and moderate-income homeowners at 7:18 pm.
Barry Wayne Adams spoke during the public hearing.
Mayor Wolfersberger closed the public hearing on the implementation of the Homeowner Rehabilitation Community Development Block Grant program for low and moderate-income homeowners at 7:21 pm.

Moved by Andrew Scibbe, supported by Theresa Chaney-Huggett to Approve the submittal of the application and grant agreement with MSHDA for the implementation of the Homeowner Rehabilitation Community Development Block Grant program for low and moderate-income homeowners and approve the City Manager and City Clerk to sign the necessary documents. On a voice vote: **Motion carried.**

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

A. 2025 MASTER PLAN ADOPTION

It was noted that Member Underhill voted on this matter as a member of the Planning Commission and would like to be recused from the vote.

Moved by Theresa Chaney-Huggett, supported by James Hackworth to recuse Member Underhill from item 12A. On a voice vote: **Motion carried.**

Moved by James Hackworth, supported by Theresa Chaney-Huggett to approve Resolution 2025-24, A Resolution to Adopt the 2025 City of Marshall Master Plan. On a roll call vote:

Ayes:Jacob Gates, James Hackworth, Andrew Scibbe, Ryan Traver, Scott Wolfersberger, Theresa Chaney-Huggett
Nays: None
Abstain: None
Motion Carried.

CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2025-24

A RESOLUTION TO ADOPT THE 2025 CITY OF MARSHALL MASTER PLAN

Minutes of a regular meeting of the Council of the City of Marshall, held on September 15, 2025, at 7:00 PM.

PRESENT:

ABSENT:

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

WHEREAS, the City of Marshall City Council established a Planning Commission to prepare plans for the development of the city; and

WHEREAS, the City of Marshall Planning Commission has prepared a draft City Master Plan; and

WHEREAS, that draft has been reviewed at a public hearing to gather public comments of the residents of the City of Marshall and surrounding jurisdictions following notice as required by Michigan Planning Enabling Act PA 33 of 2008; and

WHEREAS, following review of public comment, the City of Marshall Planning Commission approved of the plan content as amended, including all descriptive text, maps, and figures; and

WHEREAS, the Marshall City Council reserved for itself final approval of the plan as authorized by Michigan Planning Enabling Act PA 33 of 2008; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL HEREBY adopts the 2025 City of Marshall Master Plan including all maps and documents included as amended and authorizes distribution as required by law.

Resolution declared adopted this 15th day of September 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 September 15, 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. SPECIAL EVENT REQUEST- IF THESE STONES COULD TALK

Moved by Jacob Gates, supported by James Hackworth to approve the Marshall District Library "If These Stones Could Talk" special event request for October 3 and 4, 2025. On a voice vote: **Motion carried.**

C. COMPOST CENTER - CONTRACTOR USE PROGRAM AUTHORIZATION

Moved by Ryan Underhill, supported by Jacob Gates to approve Resolution 2025-23, A Resolution to Approve Contractor Use of Compost Center and authorize the City Manager and City Clerk to sign the necessary documents. On a roll call vote:

Ayes: James Hackworth, Andrew Scibbe, Ryan Traver, Ryan Underhill, Scott Wolfersberger, Theresa Chaney-Huggett, Jacob Gates
Nays: None
Abstain: None
Motion carried.

CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2025-23

A RESOLUTION TO APPROVE CONTRACTOR USE OF COMPOST CENTER

Minutes of a regular meeting of the Council of the City of Marshall, held on September 15, 2025 at 7:00 PM.

PRESENT:

ABSENT:

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

WHEREAS, the City owns, operates, and maintains a compost center to manage and control yard waste generated during normal city operations and during the annual residential leaf and brush pick-ups; and

WHEREAS, the City generates revenue to support residential use of the compost center through a punch card and annual pass system; and

WHEREAS, the City has reviewed the current operations of the compost center and determined excess capacity is available for contractor use; and

WHEREAS, the contractors eligible for use of the compost center must have a business address within the 49068 zip code and dispose of material generated within the City limits; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL hereby approves contractor use of the compost center through a punch card system. The fee of the contractor punch card is hereby established at $200 per card.

Resolution declared adopted this 15th day of September 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 September 15, 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

13) APPOINTMENTS / ELECTIONS

14) PUBLIC COMMENT ON NON-AGENDA ITEMS

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Barry Wayne Adams and Rebekah Sebring of Fredonia Twp gave public comment.

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

The meeting was adjourned at 7:51 pm.

Respectfully submitted by,

Michelle Eubank
City Clerk

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
98690	ALEXANDER CHEMICAL COR	CHLORINE AND PERMANGANATE	2026.082	2,782.32
1RDJ-C1XH-GJ7W	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 RETURNED FR SWEA		(159.99)
1FRM-QVDJ-1R76	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 RETURNED INK CAR		(109.11)
16HP-HL67-GCYN	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 RETURNED FR SWEA		(140.00)
1CM9-411L-61LC	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 SAFETY GLASSES		69.70
11YX-49NK-C7RR	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 WALL FILE ORGANI		30.94
173Y-XYYP-CWW7	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 SOCCER BALLS		204.83
1FXN-VXNV-JTR7	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 REC SUPPLIES		644.93
19FH-YMC9-C7PH	AMAZON CAPITAL SERVICE	UNIFORMS - CROW, CURT		271.92
39936863	APPLIED CAPITAL, LLC	CONTRACT NO. 132-1753516-000 MRLEC COPIE		117.52
7032815203	APPLIED INDUSTRIAL TEC	FLOC TANK DRIVE MOTOR		1,019.28
2025-027956	ASPHALT SOLUTIONS PLUS	MRLEC PARKING LOT SEALCOATING	2025.305	14,919.00
225-532471	AUTO VALUE MARSHALL	ACCT NO. 22500610 OIL FILTER, OIL		56.53
225-532520	AUTO VALUE MARSHALL	ACCT NO. 22500610 ABRASIVE CUT-OFF		27.70
225-532591	AUTO VALUE MARSHALL	ACCT NO. 22500610 3X1/4 SHANK FIN		11.28
225-532623	AUTO VALUE MARSHALL	ACCT NO. 22500610 PLUG IN PIGTAIL		3.58
225-532598	AUTO VALUE MARSHALL	ACCT NO. 22500610 LIGHT		77.26
225-532684	AUTO VALUE MARSHALL	ACCT NO. 22500610 SUPER GLUE		7.76
I-049287	BATTLE CREEK RENTAL	RENTAL MINI EXCAVATOR WITH TRAILER 7/7/2		455.00
0387696-IN	BEAVER RESEARCH COMPAN	SAFETY YELLOW 20 OZ, GLOSS BLACK 20 OZ		190.20
189514	BRUTSCHE CONCRETE PROD	1 YARD 8 BAG		250.00
08202025	BUDDERFLY, INC.	ENERGY OPTIMIZATION - REFRIGERATION CONT		446.95
140567	CARR BROTHERS & SONS,	20 YDS SAND		277.60
771753	CHR SOLUTIONS	FIBERNET MANAGED IT SERVICES AUGUST 2025	2026.017	5,100.00
4240597908	CINTAS CORP	UNIFORM SERVICES - ELECTRIC & FIBER 8/19		45.53
4240597954	CINTAS CORP	UNIFORM SERVICES - POWER HOUSE 8/19/25		95.62
4240597780	CINTAS CORP	UNIFORM SERVICES - WASTEWATER 8/19/25		65.26
4240597976	CINTAS CORP	UNIFORM SERVICES - WATER 8/19/25		67.32
4241284802	CINTAS CORP	UNIFORM SERVICES - ELECTRIC & FIBER 8/26		45.53
4241284715	CINTAS CORP	UNIFORM SERVICES - POWER HOUSE 8/26/25		95.62
4241284727	CINTAS CORP	UNIFORM SERVICES - WASTEWATER 8/26/25		64.71
4241284690	CINTAS CORP	UNIFORM SERVICES - WATER 8/26/25		67.32
09122025	CITY OF MARSHALL	FARMER'S MARKET PETTY CASH REIMBURSEMENT		738.00
0211034	COOPERATIVE RESPONSE C	SUPPORT AND CALLS FOR AUGUST 2025		1,415.94
09112025	CORELOGIC CENTRALIZED	PROPERTY TAX REFUND - OVERPAYMENTS		29,386.98
192616	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES CITY		53.76
192618	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES PSB		503.85
192739	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES PARKS		87.34
657687	DARLING ACE HARDWARE	MAILBOX		49.99
657862	DARLING ACE HARDWARE	PAINTER'S TAPE, VINYL NUMBERS		33.76
657359	DARLING ACE HARDWARE	NUTS, BOLTS		2.75
657744	DARLING ACE HARDWARE	DUCT TAPE, ELECTRIC TAPE, BATTERIES		93.51
657785	DARLING ACE HARDWARE	WHITE TRIM		6.99
657825	DARLING ACE HARDWARE	CABLE 3/32" 7X7 GALV, SPRNG SNP ZNC 0.38		93.35
657886	DARLING ACE HARDWARE	SFTY FENCING ORG 4' X 100', NUTS, BOLTS		90.15
657926	DARLING ACE HARDWARE	BAR & CHAIN OIL 1GAL		22.99
657911	DARLING ACE HARDWARE	NYLON ELBOW, CLAMPS		5.18
658003	DARLING ACE HARDWARE	PLATINUM BAR/CHAIN 1GAL		28.99
658038	DARLING ACE HARDWARE	PAINT TRAY LINERS, ROLLER FRAME, PAINT		310.83
657998	DARLING ACE HARDWARE	CHLORINE GRANULES, LIQUID IRON OUT		103.97
658005	DARLING ACE HARDWARE	CHLORINE TABLETS		50.00
657999	DARLING ACE HARDWARE	CHAINS		418.52
658079	DARLING ACE HARDWARE	SPRAY PAINT		53.11
658096	DARLING ACE HARDWARE	DRILL BITS		89.97
658077	DARLING ACE HARDWARE	SAFETY GLASSES		24.99
658076	DARLING ACE HARDWARE	DRYER SHEETS		7.59
658106	DARLING ACE HARDWARE	SPRNG SNP SS 0.38"		159.20
658092	DARLING ACE HARDWARE	SCREWS		27.99
658139	DARLING ACE HARDWARE	COVERALLS, PAINT ROLLERS		66.30
658201	DARLING ACE HARDWARE	MURIATIC ACID, RUST STAIN REMOVER, GLOVE		38.56
658254	DARLING ACE HARDWARE	SCREWS, COUPLING		22.58
658342	DARLING ACE HARDWARE	LED LIGHTS		29.98
658336	DARLING ACE HARDWARE	PAINT ROLLER COVERS		23.96
INV82963	DORNBOS SIGN, INC.	STREET SIGNS		201.90
INV82964	DORNBOS SIGN, INC.	STREET SIGNS		67.30
INV82965	DORNBOS SIGN, INC.	SIGN HARDWARE		55.00
INV82991	DORNBOS SIGN, INC.	SIGN HARDWARE		86.40
INV83085	DORNBOS SIGN, INC.	ROAD CLOSED SIGNS		430.00
48068	DUNCAN & ALLEN LLP	PROFESSIONAL LEGAL SERVICES FOR ELECTRIC	2026.073	13,400.50
17367150	EPB FIBER OPTICS	ACCT NO. C10527068 FIBERNET TECH SUPPORT	2026.004	6,000.00
S106392395.002	ETNA SUPPLY	WATER METERS	2026.078	10,510.00
S106392395.001	ETNA SUPPLY	CUST NO. 5277 WATER INVENTORY		2,013.00
S106392395.003	ETNA SUPPLY	WATER METERS	2026.078	4,960.00
61073	FLASH SANITATION INC	FARMERS MARKET PORTABLE TOILET SERVICE		140.00
12668	FUG, INC./MARSHALL CUS	DPW UNIFORM SHIRTS		2,430.00
09/12/2025	GONZALEZ, ISRAEL	UB refund for account: 3205200027		86.81
9620945049	GRAINGER	EAR PLUGS		137.61
9300625084	GRAYBAR ELECTRIC	DROP CLAMPS		1,068.76
2679586	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT MRLEC 8/26/25		88.00

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
09/12/2025	HALL, CONNIE	UB refund for account: 3101840003		44.51
16512	HOFFMAN AG SERVICE, LT	HERBICIDE		223.98
2025.274 PAY APP #1	HOFFMAN BROS., INC.	NE NIA SIDEWALK PAY APPLICATION #1	2025.274	124,602.16
43687	HUNTER-PRELL COMPANY	BACKFLOW SYSTEM TESTING		1,567.00
CI-07545	HYDROCORP LLC	RESIDENTIAL CC PROGRAM YEAR 1 JULY 2025	2026.014	2,859.64
CI-07548	HYDROCORP LLC	YEAR 1 COMMERCIAL CROSS CONNECTION PROGR	2026.010	1,403.99
CI-08323	HYDROCORP LLC	RESIDENTIAL CC PROGRAM YEAR 1 AUGUST 202	2026.014	2,859.64
CI-08325	HYDROCORP LLC	YEAR 1 COMMERCIAL CROSS CONNECTION PROGR	2026.010	1,403.99
INV-001373	HYPERION SOLUTIONS GRO	FIBERNET NETWORK SUPPORT AND MONITORING	2025.332	7,865.47
3182514655	IDEXX DISTRIBUTION, IN	LAB SUPPLIES		2,795.56
3182844712	IDEXX DISTRIBUTION, IN	WATER TESTING SUPPLIES	2026.072	3,446.62
09-729561	INTERSTATE BILLING SER	CARLETON EQUIPMENT - OIL, AIR FILTERS, O		142.96
40861	J AND K PLUMBING SUPPL	METER COUPLINGS 3/4"		93.72
0010950	JUSTICE FENCE ACQUISIT	SERVICE CALL AT MRLEC FOR ENTRY GATE 6/9		275.00
219143	KELLOGG COMMUNITY COLL	MENTAL HEALTH CRISIS TRAINING		225.00
350812001	KELLOGGS REPAIR	SERVICE TO LAWN MOWER TIRE		65.00
5311942	KOPPERS UTILITY & INDU	TRUCKLOAD OF WOODEN UTILITY POLES	2026.043	17,371.36
46550	LAKELAND ASPHALT CORPO	5.64 TONS BITUMINOUS AGGREGATES		391.98
46571	LAKELAND ASPHALT CORPO	5.48 TONS BITUMINOUS AGGREGATES		380.86
46580	LAKELAND ASPHALT CORPO	8.49 TONS BITUMINOUS AGGREGATES		590.06
2508-553531	LEGG LUMBER	2X8-8' TREATED #1		10.99
09112025	LERETA, LLC	PROPERTY TAX REFUND - OVERPAYMENTS		7,263.66
51573021	LINDE GAS & EQUIPMENT,	CUST NO. 59879658 GASES		220.82
08202025-25440	MARSHALL HARDWARE, LLC	PLIERS, CABLE TIES		19.48
08212025-25500	MARSHALL HARDWARE, LLC	CARRIAGE BOLT		38.99
08212025-25520	MARSHALL HARDWARE, LLC	WASP SPRAY		10.98
08262025-25683	MARSHALL HARDWARE, LLC	BATTERIES		39.98
08262025-25689	MARSHALL HARDWARE, LLC	CABLE TIES		17.49
08272025-25763	MARSHALL HARDWARE, LLC	SPRAY PAINT		16.18
09/12/2025	MCCLELLAN	UB refund for account: 3205020040		119.92
S5576847.001	MEDLER ELECTRIC COMPAN	3" PVC CONDUIT		741.22
S5576727.001	MEDLER ELECTRIC COMPAN	ELECTRIC TAPE		426.73
S5576727.002	MEDLER ELECTRIC COMPAN	ELECTRIC TAPE		141.50
S5576847.002	MEDLER ELECTRIC COMPAN	4" COUPLINGS		119.21
S5576727.003	MEDLER ELECTRIC COMPAN	ELECTRIC TAPE		240.55
S5534980.001	MEDLER ELECTRIC COMPAN	STERNBERG REPLACEMENT GLOBES	2025.306	6,543.49
S5575927.002	MEDLER ELECTRIC COMPAN	SATCO S49947 8W LED BULBS		146.93
S5575927.003	MEDLER ELECTRIC COMPAN	SATCO S49947 8W LED BULBS		46.40
S5580496.001	MEDLER ELECTRIC COMPAN	12/2 ROMEX COPPER WIRE		137.01
S5579521.001	MEDLER ELECTRIC COMPAN	35W BULBS FOR STERNBERGS		1,472.72
S5576847.003	MEDLER ELECTRIC COMPAN	4" COUPLINGS		166.90
INV-0000012330	METRO WIRELESS	BUSINESS DATA SERVICES - 10 GBPS INTERNE	2026.006	2,500.00
2020-15438	MICHIGAN RURAL WATER A	LIMITED TREATMENT - FINNEY & STEELE		760.00
17293	MIDWEST COMMUNICATION	SHARE OF REPAIR COSTS TO CITY FIBER RING	2026.071	2,719.77
2004567	MILLER JOHNSON ATTORNE	LABOR ATTORNEY SERVICES	2026.080	1,045.00
08252025	MPARKS-MICHIGAN REC &	2025 MPARKS GRAND EXPERIENCE TRIP SEPTEM	2026.074	46,660.00
50105780	MSC INDUSTRIAL SUPPLY	SAFETY GLASSES		157.20
523791	NORTH CENTRAL LABORATO	LABORATORY SUPPLIES	2026.009	451.29
524256	NORTH CENTRAL LABORATO	LABORATORY SUPPLIES	2026.009	223.41
183	OAKLAWN OCCUPATIONAL M	DOT PHYSICAL EXAMS & DRUG SCREENING		350.00
3236005	OFFICE THREE SIXTY INC	HAND SOAP		66.23
08252025	PARKS COMMUNICATION SO	WEBCAM BROOKS MEMORIAL FOUNTAIN FINAL PA	2026.012	1,700.00
2025.225 #4	PARRISH EXCAVATING, IN	VALLEY VIEW DEVELOPMENT INFRASTRUCTURE P	2025.225	243,144.54
08202025	PERKINS, MARTHA	ENERGY OPTIMIZATION - DEHUMIDIFIER		25.00
56918096	POWER LINE SUPPLY	ELECTRIC INVENTORY		1,576.30
56918103	POWER LINE SUPPLY	FUSELINKS		420.75
56918091	POWER LINE SUPPLY	CT 1000:5		602.37
56918094	POWER LINE SUPPLY	SCREW LAGS		190.00
56918383	POWER LINE SUPPLY	UNIFORMS - TAYLOR		170.00
56918384	POWER LINE SUPPLY	UNIFORMS - TAYLOR		336.00
56918619	POWER LINE SUPPLY	UNIFORMS - FREDS		80.00
56918620	POWER LINE SUPPLY	UNIFORMS - LONG		186.00
56919149	POWER LINE SUPPLY	UNIFORMS - POWERS		184.00
56919839	POWER LINE SUPPLY	#2 WIRE		582.50
56919601	POWER LINE SUPPLY	4/0 AL TRIPLEX		2,600.00
56919603	POWER LINE SUPPLY	METER SOCKET		409.56
56919889	POWER LINE SUPPLY	PIGNUT WIRE		660.64
383779	PVS TECHNOLOGIES, INC.	TREATMENT CHEMICALS - FERRIC CHLORIDE	2026.015	9,249.38
862958	QUALITY EXCAVATORS INC	TOPSOIL & GRAVEL FOR ALLCOTT PROJECT		1,918.00
25-0222	QUALITY EXCAVATORS INC	2025 ROAD PATCHING	2026.077	21,140.00
09/12/2025	REITER, BARRY & VOSE,	UB refund for account: 1100460009		70.97
30443	RS TECHNICAL SERVICES,	FORCE FLOW ELECTRONIC SCALES FOR CHLORIN	2026.031	3,667.58
32487991	SAFE LIFE DEFENSE	POLICE DUTY BELTS PER QUOTE#60022178	2026.040	1,969.20
1257375	STEENSMA	REPAIR MOWER 1005	2026.083	3,022.99
R306070196:01	STOOPS FREIGHTLINER	REPAIRS TO VAC TRUCK #320		3,947.69
INV126315	TARGETSOLUTIONS LEARNI	VECTOR SOLUTIONS GUARDIAN TRACKING 9/27/		1,055.60
920222	TELE-RAD, INC.	REPAIR 2 RADIOS FOR ELECTRIC		455.00
2603	THE WOODHILL GROUP, LL	AUDIT SUPPORT SERVICES	2026.079	1,938.15
2026.089 PAY APP #1	THOMPSON CONSTRUCTION	STUMP GRINDING AND TURF RESTORATION CONT	2026.089	21,493.75

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 09/12/2025 - 09/12/2025
JOURNALIZED
PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
2026.089 PAY APP #2	THOMPSON CONSTRUCTION (	STUMP GRINDING AND TURF RESTORATION CONT	2026.089	33,012.50
24360	TIRE CITY AUTO REPAIR I	NEW TIRES & INSTALL FIBER TRUCK #304	2026.068	2,038.03
24395	TIRE CITY AUTO REPAIR I	REPAIRS TO FIBER TRUCK #304	2026.068	617.08
284	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 9/1/25 - 9/7/25	2026.011	3,987.50
INV00799653	USABLUEBOOK	HACH DPD FOR 10ML SAMPLE 100/PK, POWDER		331.92
VC3-216916	VC3, INC.	ACCT NO. 44996 OFFICE 365 MONTHLY BILLIN		1,368.00
INV3563501VC3	VC3, INC.	ACCT NO. 44996 SSL CERTIFICATE RENEWAL 1		150.00
INV3563669VC3	VC3, INC.	ACCT NO. 44996 FIBER MEDIA CONVERTER, HP		1,397.97
08282025	WAGNER, KRISTINA	REIMBURSEMENT FOR POSTAGE		29.25
98005	WATKINS ROSS	POST EMPLOYMENT BENEFITS PLAN REPORT PRE		2,000.00
BROOKSAUGUST25	WHITE COLLAR LAWN & LA	2025 LAWN MOWING AT BROOKS AIRPORT AUGUS		3,000.00
08242025	WOW! BUSINESS	ACCT NO. 013934621 DPW		51.84
09122025	WRIGHT, DEREK	REIMBURSEMENT FOR DRIVEWAY IMPROVEMENTS		3,864.00
40834710	XEROX FINANCIAL SERVIC	ACCT NO. 1017736 XEROX LEASE 111-1017736		1,740.61
GRAND TOTAL:				720,685.69

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 09/19/2025 - 09/19/2025
JOURNALIZED
PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
09192025	CITY OF MARSHALL	FARMER'S MARKET PETTY CASH REIMBURSEMENT		641.00
09152025	EGNATUK, ALEC	REIMBURSEMENT FOR KANOE THE KAZOO EVENT		134.11
09112025	FULLER, MIKE	UNIFORMS - FULLER, MIKE		275.72
09152025	MARSHALL RECREATION -	2025 GRAND EXPERIENCE - CASH FOR TIPS		400.00
285	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 9/8/25 - 9/14/25	2026.011	3,915.00
GRAND TOTAL:				5,365.83

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 09/23/2025 - 09/23/2025
JOURNALIZED
PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
66727	ACRISURE GREAT LAKES P.	ADDITIONAL VEHICLE INSURANCE COVERAGE		1,480.00
66792	ACRISURE GREAT LAKES P.	ADDITIONAL VEHICLE INSURANCE COVERAGE		71.00
18220	ALBION RECORDER & MORN	ACCT NO. 7062 FARMER'S MARKET ADVERTISEM		150.00
94721	ALL-TRONICS, INC.	FIRE ALARM MONITORING AT POWER HOUSE 10/		81.00
94722	ALL-TRONICS, INC.	FIRE ALARM MONITORING AT WATER PLANT 10/		81.00
09/22/2025	ALLEN EDWIN HOMES	UB refund for account: 2603580000		117.47
1R4L-XW9J-4KGK	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 RADIODETECTION T		146.13
1DNT-Q7TQ-QXCT	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 GARDEN WIRE		15.98
1H3V-RQRR-4K4D	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 MONEY MARKER		16.79
1QJR-4DMR-6CC9	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 CORDLESS PRESSUR		92.04
1CDL-64CX-YGDY	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 RACK SHELF		43.97
14LK-LFNY-HM34	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 WHISTLES, PARKIN		51.13
161M-79L7-Y7VN	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 TRASH BAGS		89.94
1D44-J7FP-6MRP	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 DOG WASTE STATIO		395.45
1J9W-KRWJ-9LWJ	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 TAPE MEASURE		58.92
1166-C3KK-4PF3	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 CLIPS		197.51
225-532724	AUTO VALUE MARSHALL	ACCT NO. 22500610 WD40, HOPPY LITEMATE		62.18
225-532725	AUTO VALUE MARSHALL	ACCT NO. 22500610 800W POWER INVERTER		161.99
225-532776	AUTO VALUE MARSHALL	ACCT NO. 22500610 CABLE TIES		9.49
225-532843	AUTO VALUE MARSHALL	ACCT NO. 22500610 (2) ROOF RACK CROSS BA		580.78
225-532825	AUTO VALUE MARSHALL	ACCT NO. 22500610 OIL FILTER, OIL		30.09
225-532841	AUTO VALUE MARSHALL	ACCT NO. 22500610 OIL DRAIN PLUG, OIL		61.94
225-532865	AUTO VALUE MARSHALL	ACCT NO. 22500610 OIL FILTER, OIL		66.54
225-532944	AUTO VALUE MARSHALL	ACCT NO. 22500610 OIL FILTER		3.52
225-533034	AUTO VALUE MARSHALL	ACCT NO. 22500610 24OZ SIMPLE GREEN		12.58
225-533035	AUTO VALUE MARSHALL	ACCT NO. 22500610 ATF REFILL KIT		466.29
225-533105	AUTO VALUE MARSHALL	ACCT NO. 22500610 LED WORK LAMP		117.72
0387700-IN	BEAVER RESEARCH COMPAN	GLASS CLEANER		95.04
642666	BOSHEARS FORD SALES, I	SHOCK ABSORBER ASSEMBLY		214.00
18235	BUD'S TOWING & AUTOMOT	DART BUS INSPECTION & OIL CHANGE #4 8/13		111.03
09/23/2025	BURKS, COREY	UB refund for account: 3204320029		47.01
IN348948	CHARGEPOINT, INC.	CHARGEPOINT EV STATIONS ANNUAL MAINTENAN	2026.090	8,420.00
771895	CHR SOLUTIONS	FIBERNET MANAGED IT SERVICES SEPTEMBER 2	2026.017	5,100.00
4242189691	CINTAS CORP	UNIFORM SERVICES - ELECTRIC & FIBER 9/3/		45.53
4242189733	CINTAS CORP	UNIFORM SERVICES - POWER HOUSE 9/3/25		95.62
4242189742	CINTAS CORP	UNIFORM SERVICES - WASTEWATER 9/3/25		64.71
4242189832	CINTAS CORP	UNIFORM SERVICES - WATER 9/3/25		67.32
4242796656	CINTAS CORP	UNIFORM SERVICES - ELECTRIC & FIBER 9/9/		45.53
4242796549	CINTAS CORP	UNIFORM SERVICES - POWER HOUSE 9/9/25		95.62
4242796645	CINTAS CORP	UNIFORM SERVICES - WATER 9/9/25		67.32
4242796541	CINTAS CORP	UNIFORM SERVICES - WASTEWATER 9/9/25		64.71
TRANSIT-2026-00000(	CITY OF BATTLE CREEK	TRANSIT-2026-00000008 DART BUS #9 MAINTE		932.35
TRANSIT-2026-00000(	CITY OF BATTLE CREEK	TRANSIT-2026-00000009 DART BUS #3 MAINTE		549.96
335277	CIVICPLUS LLC	MUNICODE CODIFICATION 6/17/25 - 6/16/26		1,789.38
1630832	CLARK HILL PLC	CLIENT NO. K9950 SERVICES THROUGH 8/31/2		350.00
1630833	CLARK HILL PLC	CLIENT NO. K9950 SERVICES THROUGH 8/31/2		455.00
09012025	COGENT COMMUNICATIONS,	FIBERNET ISP PRIMARY PROVIDER SEPTEMBER	2026.047	10,275.00
09122025	CONNORS, RACHEL	ENERGY OPTIMIZATION - AC TUNE UP		50.00
SEPTEMBER2025	CONSUMERS ENERGY	CONSUMERS ENERGY UTILITY BILLS SEPTEMBER		2,086.83
10071	COURTNEY & ASSOCIATES	ELECTRIC RATE AND CONSULTING RETAINER AU	2025.140	250.00
09082025	CRUMRINE, DENISE	REFUND FOR OVERPAYMENT		30.00
295278	CRYSTAL FLASH, INC.	ACCT NO. 149759-1 REC GAS 9/2/25		804.91
192953	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES MRLEC		122.52
657821	DARLING ACE HARDWARE	WASP SPRAY		11.78
658132	DARLING ACE HARDWARE	CLEANER, PRIMER, GALVENIZED PIPE		50.95
658353	DARLING ACE HARDWARE	RUST STOP, PAINT		176.95
658435	DARLING ACE HARDWARE	NUTS, BOLTS		6.34
658461	DARLING ACE HARDWARE	TRUFUEL 50:1 MIX 110OZ, 5/16 X 2-1/4 TMS		109.96
658455	DARLING ACE HARDWARE	NITRILE GLOVES, HOSE NOZZLE		55.97
658464	DARLING ACE HARDWARE	MARKERS, DECK MOP		26.17
658507	DARLING ACE HARDWARE	LP GAS		58.75
658553	DARLING ACE HARDWARE	RATCHET		37.99
658517	DARLING ACE HARDWARE	MURIATIC ACID, LIQUID IRON OUT		43.95
658521	DARLING ACE HARDWARE	VINEGAR		7.99
658664	DARLING ACE HARDWARE	BATTERIES		71.96
658735	DARLING ACE HARDWARE	UNION PVC SCH40 1/2"		7.58
658724	DARLING ACE HARDWARE	ROLLER FRAME, ROLLER LINER		42.34
658741	DARLING ACE HARDWARE	SPRAY PAINT		65.94
658728	DARLING ACE HARDWARE	PROTECTIVE ENAMEL		164.97
658992	DARLING ACE HARDWARE	BATTERIES		9.99
09/23/2025	DAY, THOMAS	UB refund for account: 700490028		139.01
09/22/2025	DEBORAH A. SULLIVAN LI	UB refund for account: 301840039		61.75
25-0832	DIXON ENGINEERING, INC	SPECS FOR 200K TOWER PAINTING 2025	2026.023	2,000.00
INV83177	DORNBOS SIGN, INC.	NEW BARRICADES	2026.084	4,213.00
INV83239	DORNBOS SIGN, INC.	STREET SIGNS		76.00
S0021215	EMERGENCY VEHICLE PROD	SERVICE TO FIRE VEHICLE SQ12		505.00
0019122	ENG., INC.	COSMOPOLITAN WATERMAIN REPLACEMENT 7/31/	2026.053	710.00
0019134	ENG., INC.	CONSTRUCTION ENGINEERING - VERONA AND WE	2025.271	24,095.00
S106451158.001	ETNA SUPPLY	CUST NO. 5557 WATER INVENTORY		562.50

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
2500512508	FIRST ADVANTAGE OCCUPA	ACCT NO. 866466 CLINIC COLLECTION		171.35
2025.201 - PAYAPP 4	FREEDOM CONSTRUCTION &	EATON PARK PICKLEBALL COURT & SPLASH PAD	2025.201	347,604.95
12939	FUG, INC./MARSHALL CUS	DPW UNIFORM SHIRTS		660.00
25-08082	GARAGE DOORS UNLIMITED	SERVICE CALL TO REPAIR PSB DOOR		677.80
25-08333	GARAGE DOORS UNLIMITED	SERVICE CALL TO REPAIR CITY HALL BACK DO		250.00
123620980	GLOBAL INDUSTRIAL	GLOVES		162.00
9623718922	GRAINGER	JANITORIAL SUPPLIES		33.99
9623718914	GRAINGER	VAPOR CAPSULES		131.29
9634509401	GRAINGER	DRIVE MOTOR		44.37
29029314	GRANGER WASTE SERVICES	ACCT NO. 2782490 CITY BUILDINGS WASTE SE		1,450.14
29022142	GRANGER WASTE SERVICES	ACCT NO. 18400290 RESIDENTIAL SEPTEMBER		35,709.18
28965956	GRANGER WASTE SERVICES	ACCT NO. 18422860 CITY BUILDINGS RECYCLI		72.93
2673899	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT PSB 8/26/25		51.00
898679	GWIN, DARWIN	MOWING & TRASH AT BROOKS NATURE AUGUST 2		360.00
09012025	HERITAGE CLEANERS	ACCT NO. 100243 DRY CLEANING SERVICE FOR		225.00
287	HERMAN ELECTRIC	FIX DOWNTOWN GFCI RECEPTACLES		991.82
16668	HOFFMAN AG SERVICE, LT	HERBICIDE		133.13
1031495	HUNTINGTON NATIONAL BA	CUST NO. 304604 WATER BOND INTEREST		43,456.23
1686-2025	IMPACT LAWN & LANDSCAP	2025 LAWN MOWING AT ATHLETIC FIELDS AUGU		1,760.00
1693-2025	IMPACT LAWN & LANDSCAP	2025 LAWN MOWING AT INDUSTRIAL PARK AUGU		340.00
1695-2025	IMPACT LAWN & LANDSCAP	2025 LAWN MOWING AT WASTEWATER PLANT AUG		460.00
1696-2025	IMPACT LAWN & LANDSCAP	2025 LAWN MOWING AT WATER PLANT AUGUST		500.00
185565	IMPACT SOLUTIONS	SHIPPING & HANDLING/PROCESS FEE		27.00
09-731385	INTERSTATE BILLING SER	TOOLCAT REPAIR	2026.088	3,869.96
10994-918964	IRVIN'S HARDWARE & AUT	EQUIPMENT BATTERIES		559.98
40943	J AND K PLUMBING SUPPL	TUBE CUTTER		103.36
41000	J AND K PLUMBING SUPPL	ELBOW, BRASS BUSHING		20.92
41002	J AND K PLUMBING SUPPL	BRASS CONNECTOR		12.52
1770914	J HARLEN CO., INC.	4 IN 1 SOCKET SET		93.97
250578-1	JOHNSON SIGN COMPANY,	SELFIE SIGNS FOR THE PARKS WITH HOLDER A	2026.013	630.00
0011046	JUSTICE FENCE ACQUISIT	SERVICE AT MRLEC NORTH & BACK GATE 7/23/		250.00
09/22/2025	KOENIG, KELLEY	UB refund for account: 2201880004		293.95
0438281-IN	LACAL EQUIPMENT, INC.	GUTTER BROOMS		554.25
46670	LAKELAND ASPHALT CORPO	1.04 TONS BITUMINOUS AGGREGATES		72.28
2024027.00 - 225073	LAWSON-FISHER ASSOCIAT	NUISANCE PLANT MONITORING AND REPORTING	2024.315	403.27
2509-554759	LEGG LUMBER	WOOD STAKES		77.92
2509-555209	LEGG LUMBER	STAPLES, SCREWS, 2X4-14' TREATED #1		184.50
2509-555293	LEGG LUMBER	WOOD STAKES		26.99
020291	LEWEY'S SHOE REPAIR	BOOT ALLOWANCE - FULLER, MIKE		239.98
020289	LEWEY'S SHOE REPAIR	BOOT ALLOWANCE - HEATH, MINDY		234.99
020361	LEWEY'S SHOE REPAIR	BOOT ALLOWANCE - LAUPP, DAKODA		230.00
020288	LEWEY'S SHOE REPAIR	BOOT ALLOWANCE - WISE, JOSH		334.98
09022025	LOWES BUSINESS ACCOUNT	ACCT NO. 821 3023 902596 5 PANEL BOARD,		286.48
13333	MACKS FIRE PROTECTION	ANNUAL FIRE EXTINGUISHER & SUPPRESSION S		1,963.00
09052025-26183	MARSHALL HARDWARE, LLC	BOLTS, NUTS		24.40
09052025-26198	MARSHALL HARDWARE, LLC	TRAILER CHAINS		62.06
09082025-26299	MARSHALL HARDWARE, LLC	SS HOOK/EYE TURNBUCK		15.99
09082025-26302	MARSHALL HARDWARE, LLC	RETURN SS HOOK/EYE TURNBUCK		(11.00)
09/23/2025	MCCLELLAN	UB refund for account: 3205200028		20.68
23-039 - 29	MCKENNA	BUILDING INSPECTION CONTRACT FOR FORD JU	2026.098	110,394.44
09122025	MEEKHOF ELECTRIC	ENERGY OPTIMIZATION - NEW LIGHTS AT MEGA		1,200.00
09/22/2025	MIMA SPRUCE MHP LLC	UB refund for account: 3101920003		1.82
328424	MOTOR-SERVICES HUGO ST	CRANK SHAFT DEFLECTION TESTING ON ENGINE	2026.029	8,406.90
6026277	MPH INDUSTRIES, INC.	RADAR REMOTE		309.00
47674820	MSC INDUSTRIAL SUPPLY	MARKING PAINT		655.92
665999	NAPA OF MARSHALL	ACCT NO. 1400 DEGREASER		13.56
09182025	NORFOLK HOMES OF ALWYN	PROPERTY TAX REFUND - OVERPAYMENT PARCEL		3,473.47
524462	NORTH CENTRAL LABORATO	LABORATORY SUPPLIES	2026.009	1,025.38
134273	O'LEARY WATER CONDITIO	COOLER RENTAL & WATER DELIVERY AT POWER		90.50
4788-446821	O'REILLY FIRST CALL	ACCT NO. 1741510 FLOORMAT		150.41
261	OAKLAWN OCCUPATIONAL M	DOT PHYSICAL EXAMS & DRUG SCREENING		130.00
312	OAKLAWN OCCUPATIONAL M	DRUG SCREENING		40.00
I21357	OVERHEAD DOOR CO. OF B	SUPPLY & INSTALL NEW BRAKE SOLENOID TO D		449.00
56921311	POWER LINE SUPPLY	UNIFORMS - POWERS, MATT		79.00
56922639	POWER LINE SUPPLY	600AMP BUSHING		472.33
56922640	POWER LINE SUPPLY	TERMINALS		75.26
56922641	POWER LINE SUPPLY	FLOOD SEALS		1,654.00
56922642	POWER LINE SUPPLY	WEDGE DEADENDS		1,316.00
56922643	POWER LINE SUPPLY	PHOTO EYE		1,271.50
09032025	QUADIENT FINANCE USA,	ACCT NO. 7900 0440 5582 9307 POSTAGE AUG		3,000.00
Q2001713	QUADIENT LEASING USA,	CUST NO. 01041574 POSTAGE MACHINE LEASE		696.73
25-0225	QUALITY EXCAVATORS INC	2 YARDS TOPSOIL		76.00
TDMH	RICE'S SHOES, INC	BOOT ALLOWANCE - JINKS, DAN		160.00
X1BR	RICE'S SHOES, INC	BOOT ALLOWANCE - ARNOLD, GEORGE		295.00
1232	RIGHT WAY CONTROL SERV	WEED CONTROL AT MEDIAN ISLANDS		1,800.00
0120165	ROWE PROFESSIONAL SERV	2025 BRIDGE INSPECTIONS FEE		2,300.00
97987047	SAFETY-KLEEN SYSTEMS,	16G PARTS WASHER SOLVENT		217.79
075794	SCOTT-MERRIMAN, INC	PARKING CITATIONS WITH MAILER		1,350.00
60120	SHERMAN + REILLY, INC.	SHERMAN REILLY TENSION PULLER MODEL PT30	2025.318	161,508.00

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
51796	SONAR SOFTWARE	FIBERNET CUSTOMER MANAGEMENT SOFTWARE SE	2026.005	2,162.25
09012025	SPARTAN STORES, LLC	CUST NO. 021063 DISTILLED WATER (WWTP),		274.75
236052	SPICER GROUP	ENGINEERING SERVICES/SITE PLAN REVIEWS 9		1,721.25
237419	SPICER GROUP	ENGINEERING SERVICES/SITE PLAN REVIEWS 4		3,347.00
239188	SPICER GROUP	SITE PLAN REVIEW - MARSHALL HOUSING 6/28	2025.273	1,305.00
239535	SPICER GROUP	ENGINEERING SERVICES/SITE PLAN REVIEWS 6		1,919.25
239998	SPICER GROUP	STORMWATER SAD CREATION SUPPORT 8/2/25	2026.028	33,523.75
2436628	STANTEC CONSULTING MIC	FINANCIAL SERVICES SUPPORT 8/8/25	2025.231	687.50
2437526	STANTEC CONSULTING MIC	WASTEWATER RATE STUDY ANALYSIS 8/8/25	2025.333	716.00
2437508	STANTEC CONSULTING MIC	WATER CONNECTION/CAPACITY FEE ANALYSIS 8	2025.235	4,604.00
2437518	STANTEC CONSULTING MIC	WASTEWATER CONNECTION/CAPACITY FEE ANALY	2025.236	4,404.00
2437521	STANTEC CONSULTING MIC	WATER RATE STUDY ANALYSIS 8/8/25	2025.334	699.00
2441755	STANTEC CONSULTING MIC	WATER & WASTEWATER SPECIFICATIONS AND ST	2026.021	900.00
2441762	STANTEC CONSULTING MIC	GIS SUPPORT 8/1/25	2025.237	2,740.50
7006613655	STAPLES	CUST ACCT # DET 10081052 OFFICE SUPPLIES		148.89
761-11341290	STATE OF MICHIGAN	CUST ID: 156863 WATER SAMPLE TESTING		1,040.00
CARE1591REIM250015	STATE OF MICHIGAN - MD	VERONA AND WEST DRIVE CONSTRUCTION	2025.313	78,525.18
1255543	STEENSMA	CUST NO. 5154 AUTOCUT HEAD, AIR FILTER		231.66
1260864	STEENSMA	CUST NO. 5154 5LB GREEN TRIMMER		151.18
09232025	TACC	2024 WINTER LAND BANK FINAL		12.76
IN84094	TELNET WORLDWIDE	ACCT NO. 8948 SEPTEMBER 2025		1,030.05
BC-PSINV040159	THERMALNETICS, INC.	3 YEAR HVAC SERVICE AGREEMENT (YEAR 3) S	2026.002	1,040.58
24642	TIRE CITY AUTO REPAIR	(2) TRAILER TIRES		202.77
09/22/2025	TRACI HOFMANN	UB refund for account: 4241		58.80
08292025	TRACTOR SUPPLY CREDIT	ACCT NO. 6035 3012 0359 5572 ROUGH CUT M	2026.086	6,788.78
55499	TURNKEY NETWORK SOLUTI	POLE TRANSFERS/RAISE - 3 LOCATIONS	2026.091	5,021.61
09/22/2025	UNDERWOOD, JAMES BALAG	UB refund for account: 3103930006		80.61
6219	UTB TRANSFORMERS	1000 KVA DUAL VOLTAGE TRANSFORMER QUOTE#	2025.339	32,921.00
1775	V & V ASSESSING LLC	ASSESSING SERVICES OCTOBER 2025	2026.001	5,200.00
INV3563970VC3	VC3, INC.	ACCT NO. 44996 FIREBOX M370 1 YEAR		3,158.00
6122503540	VERIZON WIRELESS	ACCT NO. 987146080-00001 8/2/25 - 9/1/25		1,516.27
386406	VIEW NEWSPAPER GROUP	ACCOUNT ID: 100527 NEWSPAPER ADS AUGUST	2026.087	4,922.00
386563	VIEW NEWSPAPER GROUP	ACCOUNT ID: 103068 ABANDONED VEHICLE AUC		240.70
5394556	VITAL RECORDS CONTROL	MRLEC SHRED SERVICE AUGUST 2025		106.58
09/22/2025	WEBERLING, ABIGAIL	UB refund for account: 2901480029		68.13
107263760	WEX BANK	ACCT NO. 0470-00-462076-1 FUEL PURCHASES		10,191.45
08292025	WOW! BUSINESS	ACCT NO. 014226414 FIRE DEPT		149.38
40813454	XEROX FINANCIAL SERVIC	ACCT NO. 1017736 XEROX LEASE 211-1017736		290.00
GRAND TOTAL:				1,030,742.93

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 09/26/2025 - 09/26/2025
JOURNALIZED
PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
09232025	CALHOUN COUNTY TREASUR	2025 SUMMER DIST AD VALOREM #3		1,903,971.42
09232025	CALHOUN INTERMEDIATE S	2025 SUMMER DIST AD VALOREM #3		576,242.34
09262025	CITY OF MARSHALL	FARMER'S MARKET PETTY CASH REIMBURSEMENT		614.00
1600047	CLARK HILL PLC	CLIENT NO. K9950 SERVICES THROUGH 6/30/2		5,600.00
09232025	GOBLE, MICHAEL	TRAVEL REIMBURSEMENT FOR MEALS AT FIRE I		109.22
9350090680	GRAYBAR ELECTRIC	MST 1500'		1,859.46
2678793	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT CITY HALL 8/26/25		59.00
09232025	HARPER CREEK COMMUNITY	2025 SUMMER DIST AD VALOREM #3		11,440.20
184981	IMPACT SOLUTIONS	SHIPPING & HANDLING/PROCESSING FEE		27.00
275-M	JLC UNDERGROUND	FIBERNET INSTALLATION FOR FOREST ST EXTE	2026.095	6,480.00
276-M	JLC UNDERGROUND	DIRECTIONAL BORE RELATED TO POLE REMOVAL	2026.094	6,072.00
09232025	KELLOGG COMMUNITY COLL	2025 SUMMER DIST AD VALOREM #3		264,353.27
09232025	MARSHALL DISTRICT LIBR	2025 SUMMER DIST AD VALOREM #3		298,244.78
09232025	MARSHALL PUBLIC SCHOOL	2025 SUMMER DIST AD VALOREM #3		1,149,582.77
2169-27	MCSA GROUP, INC.	EATON PARK CONSTRUCTION ADMINISTRATION A	2025.300	9,096.50
286	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 9/15/25 - 9/21/2	2026.011	5,079.00
235140	VISION METERING, LLC	2S REMANUFACTURED METERS	2026.085	3,485.00
09122025	WELCH, NATALIE	REIMBURSEMENT FOR DEDUCTIBLE FOR LOSS DU		1,000.00
09232025	WILLARD LIBRARY	2025 SUMMER DIST AD VALOREM #3		1,056.30
40916933	XEROX FINANCIAL SERVIC	ACCT NO. 1017736 XEROX LEASE 211-1017736		315.00
40942047	XEROX FINANCIAL SERVIC	ACCT NO. 4110874 XEROX LEASE 111-4110874		176.18
GRAND TOTAL:				4,244,863.44

MICHIGAN SOUTH CENTRAL POWER AGENCY

168 DIVISION STREET

COLDWATER, MICHIGAN 49036

PHONE (517) 279-6961

FAX (517) 279-6969

INVOICE MONTH:	August, 2025
INVOICE DATE:	9/15/2025
DUE DATE:	9/29/2025
TOTAL AMOUNT DUE:	$1,107,073.50

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

MSCPA Member Power Billing - August, 2025

Total Power Charges:	$848,720.06
Transmission / Capacity / Ancillary Services:	$223,165.42
Total Other Charges:	$9,986.62
Total Miscellaneous Charges:	$25,201.40

TOTAL CHARGES	**$1,107,073.50**

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 Marcia Strange, Director of Community Development
DATE:	October 6, 2025
SUBJECT:	**RESOLUTION - CDBG HOME REPAIR GRANT PROGRAM**

This program has already been discussed and our application has been submitted, but a resolution is required. Staff will submit and wait for notification of approval.

BUDGET IMPACT:
As previously discussed, this program allocates funds for administration of the program. It is anticipated these funds from MSHDA will cover expenses.

RECOMMENDATION:
Approve Resolution 2025-26 for submission to MSHDA.

CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2025-26

A RESOLUTION TO ADOPT THE CDBG HOME REPAIR GRANT PROGRAM

Minutes of a regular meeting of the Council of the City of Marshall, held on October 8, 2025 at 7:00 PM.

PRESENT:

ABSENT:

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

WHEREAS, the Marshall City Council established a Planning Commission to prepare plans for the development of the City, and

WHEREAS, a public hearing was held on September 15, 2025, and

WHEREAS, the funding request in the amount of $250,000 has been made to the Michigan State Housing Development Authority and there is no requirement for matching funds from the City of Marshall

WHEREAS, the proposed project is consistent with the City of Marshall's community development plan to support homeowners as described in the Application.

WHEREAS, all activities will be taken for the purpose of providing and/ or improving permanent residential structures, which upon completion will be occupied by low- or moderate-income households.

WHEREAS, no project costs (CDBG and non-CDBG) will be incurred prior to a formal grant award, completion of the environmental review procedures and formal, written authorization to incur costs has been provided by our CDBG Specialist.

WHEREAS, the Marshall City Council authorizes City Staff to submit the Michigan CDBG application

THEREFORE BE IT RESOLVED that the City Council authorizes the submission of the Michigan CDBG Application and authorizes the City Manager and City Clerk to authorize and sign the Application and all attachments, Grant Agreement and all amendments, the FSR Payment Requests, and serve as the Certifying Officers.; and

Resolution declared adopted this 8th day of September, 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 MONTH DATE, YEAR 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

ITEM: 12.A
ADMINISTRATIVE REPORT

TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
DATE: October 6, 2025
SUBJECT: **TACC-CITY SUPPORT SERVICES AGREEMENT**

On October 1, 2025, the Transit Authority of Calhoun County (TACC) began operations. However, work to consolidate the operations, employees and the transit vehicles of both the Battle Creek Transit and Marshall Dial-A-Ride Transit (DART) into the TACC organization still requires additional effort and time. To facilitate the transfer and the remaining work, a support services agreement between the City of Marshall and TACC was developed for your consideration.

The purpose of the agreement is to allow for the continued operation of the DART transit services to the community by performing this work as a contracted entity to TACC until the transition is completed successfully. The proposed agreement would end on June 30, 2026, and the City would be reimbursed for all costs incurred to continue and facilitate transit operations on behalf of TACC (Ride Calhoun).

BUDGET IMPACT:
TACC will reimburse the City of Marshall all incurred costs for providing the contracted transit services as outlined in the agreement.

RECOMMENDATION:
Approve the TACC-City Support Services Agreement in substantial form and authorize the City Manager and City Clerk to sign the necessary documents.

TACC-City Support Services Agreement

This Support Services Agreement (this "Agreement") is made and entered into this 1st day of October 2025 ("Effective Date"), by and between:

Transportation Authority of Calhoun County a/k/a Ride Calhoun ("TACC") 4950 West Dickman Road, Suite B2 Battle Creek, Michigan 49037 Attn: Mallory Avis	City of Marshall ("City") 323 West Michigan Avenue Marshall, Michigan 49068 Attn: Derek N. Perry

TACC and the City may be referred to individually as a "Party" and collectively as the "Parties".

1. Acknowledged Facts.

(a) The City currently operates the Marshall Dial-A-Ride Transit ("DART"), a public transportation system serving the City of Marshall area;

(b) TACC is a Michigan regional transportation authority created under Act 196 of 1986 to assume and expand public transportation services in Calhoun County;

(c) On September 7, 2023, the Calhoun County Board of Commissioners voted to establish TACC as the countywide public transportation authority;

(d) TACC is expected to formally acquire the City's transit assets and assume full ownership and operational control pursuant to a Comprehensive Transition Agreement ("CTA") anticipated to take effect on or about June 30, 2026;

(e) In advance of the CTA, TACC will begin assuming operational responsibilities for public transportation services in the region, while the City continues to own the assets and provide administrative, managerial, and operational support services to TACC;

(f) The Parties desire to enter into this Agreement to facilitate a phased transition of operations and to set forth their respective rights, duties, and obligations with respect to the provision of support services to TACC during this interim period;

(g) The services provided under this Agreement are subject to federal funding and oversight, including requirements imposed by the Federal Transit Administration ("FTA"), the Michigan Department of Transportation ("MDOT"), and other applicable federal authorities; and

(h) Accordingly, the Parties agree to comply with all applicable federal laws, regulations, and guidance, as set forth in the "Federal Contract Clauses" attached hereto as Appendix A, which is incorporated into this Agreement by reference and made a part hereof. In the event of a conflict between this Agreement and Appendix A, the provisions of Appendix A shall control.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

2. Definitions.

For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) "TACC Employees" shall mean individuals hired directly by TACC who are not employed by or leased from the City. TACC Employees are subject to TACC's employment policies and payroll systems.

(b) "City Controlled Employees" shall mean individuals employed by the City and assigned to perform services for TACC under this Agreement. These employees remain under the sole control of the City for all employment-related matters, including hiring, termination, discipline, compensation, benefits, and staffing decisions. This includes managerial, administrative, operational, and maintenance personnel.

(c) "Contracted Providers" shall mean City employees assigned to perform maintenance, operations, and other transit-related services for TACC under this Agreement. These individuals remain employees of the City and are subject to the City's sole authority with respect to hiring, termination, discipline, compensation, benefits, and staffing decisions. The City – with guidance and input from the TACC – shall determine the number and classification of Contracted Providers and shall fill vacancies, reassign personnel, or make other employment decisions as necessary to fulfill its obligations under this Agreement. Contracted Providers may include personnel currently assigned to DART and their roles may be modified by the City in consultation with TACC.

(d) "Support Services" shall mean the administrative, managerial, operational, financial, and technical services provided by the City to TACC under this Agreement.

3. Term.

(a) This Agreement shall commence on Effective Date and shall remain in effect through June 30, 2026, unless earlier terminated in accordance with the termination provisions set forth under this Agreement. The Parties anticipate that the CTA will take effect on or about June 30, 2026, at which time TACC will assume full ownership and operational control of the public transportation system, including the assets identified on Appendix B of this agreement. During the Term of this Agreement, the City shall continue to own all transit assets and shall provide Support Services to TACC. The term of this Agreement may be extended by mutual written agreement of the Parties.

4. City Responsibilities.

During the Term of this Agreement, the City shall provide Support Services to TACC in a diligent, professional, and commercially reasonable manner, consistent with industry standards and all applicable federal, state, and local laws and regulations, including those set forth in Appendix A. The Support Services shall include, but are not limited to, the following:

(a) Vendor Payments. The City shall process vendor payments that involve grant funds held by the City or that are incurred by Contracted Providers in providing support services. (City will not receive any State nor Federal funds after October 1, 2025). The TACC shall process all other vendor payments. The City shall coordinate with TACC to resolve any discrepancies or delays and shall maintain records of all vendor payments for audit and compliance purposes.

(b) Annual Reporting and Audit Support. The City shall coordinate with independent auditors selected by TACC to assist in the completion of annual financial statements and the single audit of federal awards, in accordance with generally accepted accounting principles and applicable federal requirements. The City shall also assist TACC in preparing for triennial reviews conducted by the FTA and MDOT.

(c) Financial Systems and General Ledger. The City shall maintain general ledger data to support its billings to the TACC.

(d) Treasury Functions. For the 2025 and 2026 tax years, the City shall, to the extent permitted by law and consistent with its internal policies and procedures, identify and process reimbursements from TACC to taxing units, and process all eligible reimbursements and rebates from the State of Michigan or other entities to TACC. The City shall also file all required property tax-related remittances on behalf of TACC, provided that TACC supplies all necessary documentation and approvals in a timely manner.

The City shall not be responsible for managing TACC's investments, bank accounts, or financial assets, and shall not have signature authority over TACC funds. All treasury-related services provided under this Agreement shall be limited to administrative support functions and shall be coordinated with TACC's designated financial personnel.

(e) Information Technology. The City shall continue to allow City Controlled Employees, and the Manager assigned to DART, to use City of Marshall IT products and services that are necessary to provide transit services.

(f) Records Management. The City Clerk shall maintain records in accordance with the City's retention and destruction schedules and provide access to TACC upon request.

(g) Human Resources. The City shall provide human resources support for City-Controlled Employees and Contracted Providers assigned to TACC under this Agreement. All employment-related decisions—including hiring, termination, discipline, compensation, benefits, and staffing—shall remain under the sole authority of the City, however the TACC - through its Executive Director – shall provide input in all personnel decisions HR services provided by the City shall include, but are not limited to:

(i) Administration of employee benefits, including health insurance, retirement plans, and other applicable programs;

(ii) Compliance with the Affordable Care Act ("ACA"), including required reporting and documentation;

(iii) Equal Employment Opportunity ("EEO") compliance and reporting;

(iv) Coordination of onboarding, offboarding, and personnel transitions for employees assigned to TACC; and

(v) Maintenance of personnel records and provision of employment-related documentation as needed for audits or federal reviews.

The City shall perform HR functions in accordance with its own policies and procedures. Where TACC policies differ, the City shall make reasonable efforts to coordinate with TACC to align practices, but City policies shall control in the event of a conflict unless otherwise agreed in writing by the Parties.

(h) Purchasing & Risk Management. The City shall provide purchasing and risk management support to TACC in accordance with its internal policies and procedures and applicable federal, state, and local requirements. These services shall include:

(i) *Purchasing Support*. The City will review and approval of purchase orders, requisitions, and competitive bidding processes for goods and services procured by or for TACC. The City will provide contract management and vendor qualification, excluding fuel bids unless separately agreed upon in writing by the Parties. All assets, that are used in public transportation, including real and personal property, shall be branded as "Ride Calhoun."

(ii) *Risk Management Services*. The City shall provide risk management support related to leased facilities and infrastructure used by TACC, including but not limited to: (a) leased buildings and maintenance facilities; and (b) environmental compliance and reporting related to City owned assets. Risk management services shall be limited to assets owned or controlled by the City. Upon transfer of ownership or control to TACC, the City's risk management obligations shall cease with respect to those assets.

(iii) *Insurance*. The City shall maintain insurance coverage for City-owned assets and City-Controlled Employees assigned to TACC, including general liability, property, and workers' compensation insurance, consistent with City policies and applicable law. TACC shall be responsible for obtaining and maintaining insurance coverage for any assets it owns or controls, and for any TACC Employees. The Parties shall coordinate to ensure appropriate coverage is maintained during the transition period and shall provide evidence of coverage upon request. TACC shall reimburse the City for the cost of insurance premiums attributable to City-Controlled Employees and City-owned assets used in support of TACC operations. All such reimbursements shall be invoiced in accordance with the City's standard procedures.

(iv) *Additional Insured Status*. To the extent permitted by law and applicable insurance policies, TACC shall name the City as an additional insured on all general liability insurance policies maintained by TACC during the Term of this Agreement. Such coverage shall apply to claims arising out of or related to the services provided under this Agreement, including the use of City-owned or leased assets. TACC shall provide the City with certificates of insurance and endorsements evidencing the City's status as an additional insured upon execution of this Agreement and upon renewal of any applicable policies. The additional insured coverage shall be primary and non-contributory with respect to any insurance maintained by the City.

(v) *Procurement Cards ("PCards")*. The City may issue PCards to designated City-Controlled Employees assigned to TACC for authorized purchases related to transit operations. All PCard usage shall comply with the City's procurement policies and shall be subject to audit and reconciliation. TACC shall reimburse the City for all approved PCard expenditures incurred on its behalf.

(i) Timeliness. City staff shall respond to TACC requests for information within forty-eight (48) business hours. Reasonable requests for expedited responses or extensions shall be honored.

(j) Managerial Services. The City shall provide Support Services to TACC under the direction of TACC's designated leadership. As of the Effective Date, TACC's management team includes:

(i) Mallory Avis, serving as TACC Executive Director and employed directly by the City of Battle Creek and leased to the TACC ;

(ii) A Director of Operations (to be named and designated by TACC at a later date) employed by the City of Battle Creek; and

(iii) A Director of Planning and Administration, (to be named and designated by TACC at a later date) employed by the City of Battle Creek.

These individuals (each a "Manager" and collectively the "Managers") shall coordinate with the City to ensure that all services provided under this Agreement are aligned with TACC's operational goals, priorities, and compliance obligations.

The Executive Director is responsible for the scope, timing, and execution of Support Services, including administrative, financial, operational, and technical functions. The Executive Director may request adjustments to service levels, staffing assignments, or reporting formats, which the City shall implement to the extent consistent with its policies, procedures, and available resources.

In addition to overseeing TACC operations, the Executive Director in concert with the other Managers shall be responsible for managing the wind-down of DART operations. The City shall support such wind-down activities as directed by the Executive Director and the Managers and approved by TACC, including coordination of staffing transitions, operational closures, and asset disposition planning.

The Parties may mutually agree to update or replace the designated Managers during the Term of this Agreement. Any changes to managerial roles or responsibilities shall be communicated in writing and incorporated into this Agreement by reference.

(k) Planning Meetings. The City's Finance Director, TACC's Executive Director, and other designated staff or consultants shall meet regularly to review performance, address outstanding issues, and coordinate resource allocation under this Agreement.

(l) Maintenance and Operational Services. The City shall provide maintenance and operational services to TACC through the assignment of Contracted Providers. Contracted Providers shall perform services required by TACC, which are generally understood to be the same type of maintenance and operations services currently performed for DART. The City, with direct input from the TACC, shall determine the number and classification of Contracted Providers necessary to fulfill its obligations under this Agreement.

TACC may propose modifications to the descriptions of services or roles performed by Contracted Providers. Any such modifications shall be subject to mutual agreement between the Parties and, where applicable, shall comply with collective bargaining agreements or other employment-related obligations. The City shall ensure that Contracted Providers are available and adequately staffed to support TACC's transit operations during the Term of this Agreement. The City shall also coordinate with TACC to address service needs, operational adjustments, and performance expectations.

5. TACC Responsibilities.

(a) Information and Documentation. TACC agrees to provide the City with the information, approvals, and cooperation necessary for the City to perform the services and functions described in this Agreement.

(b) Financial Reporting and Reconciliation. TACC shall provide a tie-out report for quarterly Operating Assistance Reports ("OAR") to reconcile with the general ledger and to account for fixed asset additions and deletions. TACC shall also assist independent auditors with the annual audit of TACC, with support from the City as outlined in this Agreement.

(c) Policy Compliance. TACC shall follow the City's current financial policies and procedures unless otherwise agreed upon in writing. Any amendments to such policies shall be communicated to TACC as soon as reasonably practicable.

(d) Regulatory Coordination. City shall cooperate with the TACC to ensure timely and accurate reporting, compliance with applicable laws and regulations, and coordination with federal and state oversight agencies, including the FTA and MDOT.

(e) Reimbursement of Expenditures. TACC shall reimburse the City on a dollar-for-dollar basis for all expenditures, as identified in Appendix C, incurred by the City for or on behalf of TACC pursuant to this Agreement. All such expenditures shall be invoiced on a monthly basis and shall be payable within thirty (30) days of the invoice date.

(f) Additional Services. Any additional services not enumerated in this Agreement, including transition services and related costs, shall require prior written approval from TACC. If approved, such services shall be billed at a rate or structure mutually agreed upon by the Parties and shall be payable within thirty (30) days of invoice.

(g) Alternative Compensation Structures. The Parties may agree in writing to a fixed fee or installment-based compensation structure for certain services under this Agreement. Any such arrangement shall be documented in a written amendment or addendum to this Agreement and shall specify the payment schedule, applicable rates, and any annual adjustments.

6. Independent Contractor Status.

(a) Independent Contractor Relationship. The City, in providing the services set forth in this Agreement, shall be acting as an independent contractor and not as an agent, partner, joint venture, or employee of TACC. Nothing in this Agreement shall be construed to create any employment relationship between TACC and any City employee during the term of this agreement.

(b) Clarification of Assigned Roles. Any City employees assigned to TACC, including designated Managers, remain under the City's employment and supervision. Their coordination with TACC leadership does not alter their employment status or create an agency relationship between TACC and the City. This includes any managerial or operational roles performed in support of TACC's services.

(c) No Entitlement to TACC Benefits. City employees, including Contracted Providers and Managers assigned to TACC, shall not be entitled to any benefits provided by TACC to its employees, including but not limited to health insurance, retirement benefits, or paid leave.

(d) Responsibility for Employment Obligations. The City shall be solely responsible for all compensation, payroll taxes, FICA, unemployment insurance, workers' compensation, and any other employment-related obligations for its employees providing services under this Agreement.

7. Representations, Warranties, and Covenants.

(a) Authority to Enter Agreement. Each Party represents that it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) City Obligations. The City covenants that it will perform the Services in accordance with applicable federal, state, and local laws, regulations, and ordinances, and in accordance with generally accepted governmental accounting standards.

(c) TACC Obligations. TACC covenants that it will timely remit all amounts due under this Agreement and will not direct the City to undertake any act or omission that would cause the City to violate applicable law.

8. Non-Discrimination.

(a) Equal Employment Opportunity. The City agrees not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any other matter directly or indirectly related to employment, because of sex, color, age, national origin, religion, height, weight, marital status, disability, political affiliation, sexual orientation, or gender identity.

(b) Subcontractor Compliance. The City further agrees to require compliance with this non-discrimination provision by any subcontractors providing services under this Agreement.

(c) Material Breach. A breach of this section may be regarded as a material breach of the Agreement.

9. No Third-Party Rights.

(a) No Intended Third-Party Beneficiaries. This Agreement is made solely for the benefit of the Parties and is not intended to confer any rights or benefits upon any third party.

(b) Limitation on Enforcement. No third party shall have any right to enforce any provision of this Agreement or to assert any claim arising from or related to this Agreement.

10. Termination Rights.

(a) Termination for Cause. This Agreement may be terminated by either Party for cause in the event of a material breach of the terms of this Agreement. The terminating Party shall provide the non-terminating Party with written notice of the default and at least fifteen (15) days to cure the same. The fifteen (15) day cure period shall begin when written notice is deemed received in accordance with the notice provisions of this Agreement. If the default is not cured within the cure period, the Agreement shall terminate.

(b) Termination Without Cause. Either Party may terminate this Agreement without cause by providing the other Party with sixty (60) days' advance written notice. The Agreement shall be deemed terminated sixty (60) days from the date notice is deemed received in accordance with the notice provisions of this Agreement.

(c) Compensation Upon Termination. If this Agreement is terminated by either Party, TACC shall have no obligation to pay the City for any work performed after the effective date of termination.

11. Hold Harmless and Indemnification.

(a) City Indemnification of TACC. To the fullest extent permitted by law, the City shall hold harmless and indemnify TACC and its employees, officers, directors, and representatives from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorney fees, arising out of or resulting from the willful acts or negligence of the City, its agents, employees, or contractors in connection with the performance of this Agreement.

(b) TACC Indemnification of City. To the fullest extent permitted by law, TACC shall hold harmless and indemnify the City and its employees, officers, directors, and representatives from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorney fees, arising out of or resulting from the willful acts or negligence of TACC, its agents, employees, or contractors, including City employees leased to TACC under this Agreement.

(c) Limitations. Nothing in this section shall be construed to waive any governmental immunity or other legal protections available to either Party under applicable law. The Parties acknowledge that indemnification obligations are subject to the limitations imposed by Michigan law and shall be interpreted accordingly.

12. Confidentiality; FOIA Coordination.

(a) Use of TACC Information. During the course of this Agreement, the City may have access to information belonging to TACC. The City agrees that such information shall be used solely for the purpose of carrying out its obligations under this Agreement and shall not be disclosed to any third party except as required by law or with TACC's prior written consent.

(b) FOIA Requests and Coordination. In the event the City receives a Freedom of Information Act ("FOIA") request for any public record of TACC in the City's possession, the City shall promptly notify TACC in writing and provide a copy of the request. The City shall work collaboratively with TACC to determine whether the requested records are subject to disclosure under applicable law and to identify any applicable exemptions or redactions. The City shall not release any TACC records in response to a FOIA request without first consulting with TACC, unless required to do so by law. If disclosure is required, the City shall provide TACC with reasonable time to review the records and prepare any necessary legal or administrative response.

The Parties agree to cooperate in good faith to ensure that FOIA responses are handled in a manner that complies with applicable law while protecting sensitive, confidential, or exempt information to the fullest extent permitted.

13. Notice.

(i) Form of Notice. Any notice, consent, or approval required or permitted to be given under this Agreement shall be in writing.

(ii) Delivery and Addressing. Notices shall be addressed to the recipient at the address set forth on the first page of this Agreement, or to such other address as a Party may designate in writing to the other Party.

(iii) Methods of Delivery. Notices shall be deemed received as follows:

(i) upon personal delivery;

(ii) one (1) business day after being deposited with a nationally recognized overnight courier service for next-day delivery; and

(iii) two (2) business days after being deposited in the United States mail, registered or certified, postage prepaid, return receipt requested.

14. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior or contemporaneous oral or written understandings.

(b) Amendment. This Agreement may not be amended, altered, or modified except by written agreement signed by both Parties.

(c) Assignment. This Agreement is personal to each Party and may not be assigned or delegated without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(d) Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties. Any invalid or unenforceable provision shall be deemed modified to the minimum extent necessary to render it valid and enforceable, consistent with the Parties' original intent.

(e) Waiver. No waiver by either Party of any breach or default shall be deemed a waiver of any subsequent breach or default.

(f) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict-of-laws principles. Any legal action arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Calhoun County, Michigan, and the Parties consent to such venue and jurisdiction.

(g) Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original. Signatures delivered electronically, including by PDF or other digital format, shall be deemed valid and binding.

(h) Headings. The headings used in this Agreement are for convenience only and shall not affect the interpretation or construction of any provision.

[Remainder of Page Left Intentionally Blank – Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have caused this Support Services Agreement to be executed by their duly authorized representatives as of the Effective Date.

TRANSPORTATION AUTHORITY OF CALHOUN COUNTY a/k/a RIDE CALHOUN

By: _____
Name: Mallory Avis
Its: Executive Director

CITY OF MARSHALL

By: _____
Name: Derek N. Perry
Its: City Manager

[Signature Page of TACC-City Support Services Agreement]

Appendix A - Federal Contract Clauses

This Appendix A sets forth the federal contract clauses applicable to the City in its role as an independent contractor providing Support Services to the TACC under the Support Services Agreement. The provisions herein are required for all federally funded contracts administered by the FTA and are incorporated into this Agreement by reference.

As part of its responsibilities under the Agreement, the City shall comply with all applicable federal laws, regulations, and guidance, including but not limited to those related to civil rights, labor standards, procurement, environmental protections, and financial management. The City shall maintain control over its own personnel, including hiring, termination, payroll, and benefits administration, and shall carry its own insurance, subject to reimbursement by TACC as provided in the Agreement.

1. Incorporation of FTA Master Agreement

All applicable provisions of FTA Circular 4220.1G and the current FTA Master Agreement are incorporated by reference and shall govern this Agreement. The Parties agree to comply with all federal requirements set forth therein, including those related to procurement, compliance, oversight, and performance standards applicable to federally funded transit services.

2. Non-Discrimination and Equal Opportunity

The City shall not discriminate on the basis of race, color, national origin, sex, age, or disability. It shall take affirmative action to ensure equal opportunity in employment practices, including hiring, promotion, and all other terms of employment. This includes compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and 49 CFR Part 27. The City shall also ensure that any subcontractors comply with these requirements.

3. Restrictions on Lobbying

The City certifies that no federal funds received under this Agreement will be used for lobbying activities directed toward federal officials. If non-federal funds are used for lobbying, the City shall file the required disclosure form (Standard Form-LLL) in accordance with 31 U.S.C. § 1352 and 49 CFR Part 20.

4. Debarment and Suspension

The City certifies that neither it nor its key personnel are debarred, suspended, or otherwise excluded from participating in federal transactions. This certification is made pursuant to 2 CFR Part 180 and 2 CFR Part 1200 and is a material condition of this Agreement. The City shall notify TACC immediately of any change in its eligibility status.

5. Access to Records and Audits

The City shall provide TACC, the FTA, the Comptroller General of the United States, and other authorized representatives access to all records pertinent to this Agreement. This includes books, documents, papers, and records for audit, examination, and inspection purposes, as required by 2 CFR 200.334 and 2 CFR Part 200 Subpart F.

6. Compliance with Labor Standards

The City shall comply with the Contract Work Hours and Safety Standards Act, including paying overtime at one and one-half times the regular rate for hours worked over 40 per week. The City shall also comply with employee protective arrangements under 49 U.S.C. § 5333(b), including labor protections for affected employees.

7. Prohibition on Charter Service

The City shall not use FTA-funded equipment or facilities to provide charter services except as permitted under 49 CFR Part 604. Any exceptions must be documented and approved in accordance with FTA regulations.

8. Private Sector Participation

The City shall support TACC's efforts to ensure fair competition and private sector participation in public transit services. This includes compliance with 49 U.S.C. §§ 5306(a), 5307(b), and 5310, and coordination with private providers where appropriate.

9. Buy America

The City certifies that all steel, iron, and manufactured products used in the performance of this Agreement will be produced in the United States, unless a waiver is granted by the FTA pursuant to 49 U.S.C. § 5323(j) and 49 CFR Part 661.

10. Clean Air Act and Federal Water Pollution Control Act

The City shall comply with all applicable standards under the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.). Any violations shall be reported to TACC and the EPA.

11. Termination for Convenience

TACC may terminate this Agreement in whole or in part if it determines that such termination is in the public interest. Notice of termination shall specify the extent of termination and be delivered in accordance with FTA Circular 4220.1G.

12. Termination for Default

TACC may terminate the Agreement for default if the City fails to perform its obligations or jeopardizes performance. Termination shall be effectuated by written notice and shall follow the procedures outlined in FTA Circular 4220.1G.

13. Government-Wide Requirements for Grantees

The City shall comply with all applicable provisions of 2 CFR Part 200, including procurement standards, property management, and financial reporting requirements.

14. Employee Protection

The City shall comply with employee protection arrangements under 49 U.S.C. § 5333(b), as determined by the U.S. Department of Labor. This includes protections for employees affected by transit projects.

15. Disadvantaged Business Enterprise (DBE)

The City shall comply with 49 CFR Part 26 and ensure that DBEs have fair and non-discriminatory access to subcontracting opportunities. The City shall report DBE participation to TACC as required.

16. No-Cost Extensions and Modifications

Any extension or modification of this Agreement that does not result in additional cost must be agreed upon in writing by both Parties, in accordance with 2 CFR Part 200.308.

17. Prompt Payment

The City shall pay subcontractors within thirty (30) days of receiving payment from TACC for work satisfactorily performed, in accordance with 2 CFR Part 200.305.

18. Safety and Security

The City shall comply with all applicable safety and security laws and regulations, including 49 U.S.C. Chapter 53. The City shall implement reasonable and industry-standard measures to protect employees, passengers, facilities, and the public in connection with services provided under this Agreement.

19. Prohibited Interests

No City official, employee, or agent shall have any direct or indirect personal interest in this Agreement or its proceeds, in accordance with 2 CFR Part 200.318(c)(1) and any other applicable federal, state and local ethics laws. The City shall take appropriate steps to identify and prevent conflicts of interest in all procurement and administrative activities related to this Agreement.

20. Reporting Requirements

The City shall provide all required reports to TACC and FTA, including financial, operational, and performance data, in accordance with 49 U.S.C. § 5335 and 2 CFR Part 200.

21. Confidentiality of Data

The City shall treat designated data as confidential and shall not disclose it without TACC's written consent, unless required by law. This includes compliance with 2 CFR § 200.303(e) and other applicable federal privacy laws.

22. Clean Fuel and Vehicles

The City shall comply with all applicable clean fuel and vehicle standards, including those set forth in 49 U.S.C. § 5323(i). The City shall ensure that vehicles operated in support of TACC services meet federal emissions and energy efficiency requirements and shall coordinate with TACC to implement any required upgrades or reporting obligations related to clean fuel compliance.

23. Cargo Preference

The City shall use U.S.-flag vessels for ocean shipments when available, in accordance with 46 U.S.C. App. § 1241.

24. Recycled Products

The City shall use recycled products to the maximum extent practicable, consistent with performance and competition standards, in accordance with 42 U.S.C. § 6962.

25. Conflict of Interest

No City employee shall participate in procurement decisions where a conflict of interest exists, in accordance with 2 CFR § 200.318(c).

26. Environmental Protections

The City shall comply with all applicable environmental laws and regulations, including the National Environmental Policy Act (NEPA), Section 4(f) of the U.S. Department of Transportation Act, and Section 106 of the National Historic Preservation Act. The City shall ensure that no activities undertaken pursuant to this Agreement result in significant adverse environmental or historical impacts and shall coordinate with TACC and relevant agencies to address any required reviews, approvals, or mitigation measures.

27. Drug and Alcohol Testing

The City shall maintain a compliant drug and alcohol testing program for safety-sensitive employees, in accordance with 49 CFR Parts 655 and 40.

28. Seismic Safety

Any new construction shall meet seismic safety standards under 42 U.S.C. § 7701 and Executive Order 12699.

29. Reimbursement and Financial Management

The City shall be reimbursed by TACC for eligible costs, including payroll, management, and insurance.

Appendix B

Michigan Public Transit Facts

Vehicle Listing Report

Marshall, City of

Vehicle Identification Number (VIN)	State ID	Local ID	Status	Type	Seat Qty.	Lift Qty.	Year	Mileage	Repl Req.	Repl. Fund	Vehicle Length (in feet)
1FDFE4FN8PDD380203	_	4	ASSIGNED	LghtDty-Cutaway	14	2	2023	20,959	_	_	25
1FDFE4FN8PDD38234	71-7266	3	ASSIGNED	LghtDty-Cutaway	14	2	2023	18,894	_	_	25
1FDFE4FS7KDC56655	71-6766	DART 6	ASSIGNED	LghtDty-Cutaway	18	2	2020	57,434	_	_	23
1FDFE4FS8JDC32184	71-6365	DART 9	ASSIGNED	LghtDty-Cutaway	18	2	2018	73,570	2026	_	23
1FDFE4FS8KDC17184	71-6447	DART 7	ASSIGNED	LghtDty-Cutaway	18	2	2019	68,230	2026	_	23
1FDFE4FSXKDC72977	71-6804	DART 5	ASSIGNED	LghtDty-Cutaway	16	2	2020	117,871	_	_	25

APPENDIX C - Budget for 10/01/25 to 09/30/26

Fund 288 - TRANSPORTATION SYSTEM FUND

GL NUMBER	DESCRIPTION	2025-26 ORIGINAL BUDGET
ESTIMATED REVENUES		
Dept 000		
288-000-613.00	PASSENGER FARES	15,000
288-000-626.00	Charges for services	298,280
288-000-665.00	Interest	50
288-000-667.00	Rents	
288-000-679.00	MISCELLANEOUS REVENUE	
Totals for dept 000 -		
TOTAL ESTIMATED REVENUES		313,330

APPROPRIATIONS

Dept 596 - DART

288-596-702.00	Payroll	3,400
288-596-702.81	ADMIN HOURS	2,400
288-596-703.00	Part-time Salaries	75,000
288-596-703.82	PART-TIME DISPATCH	22,500
288-596-704.00	Overtime Salaries	0
288-596-704.82	OVERTIME - DISPATCH	0
288-596-712.00	WORKERS COMPENSATION	2,350
288-596-715.00	Social Security	8,250
288-596-716.00	Hospitalization	675
288-596-717.00	Life Insurance	5
288-596-718.10	RETIREMENT - D/C	225
288-596-727.00	Office Supplies	225
288-596-740.00	Operating Supplies	750
288-596-741.00	Uniforms	0
288-596-755.00	Miscellaneous Supplies	0
288-596-757.00	Fuels & Lubricants	16,500
288-596-761.00	Safety Supplies	0
288-596-801.00	Professional Services	2,250
288-596-805.00	Administrative Costs	28,500
288-596-806.00	MEDICAL SERVICES	600
288-596-810.00	Dues & Memberships	600
288-596-820.00	Contracted Services	97,500
288-596-825.00	Insurance	4,500
288-596-850.00	Communications	375
288-596-901.00	Advertising	375
288-596-930.00	Equipment Maintenance	600
288-596-932.00	Vehicle Maintenance	3,750
288-596-933.00	Tires	750
288-596-940.00	Rentals	33,750
288-596-941.01	TECHNOLOGY INTERNAL SERVICE CHARGE	7,500
288-596-958.00	Education & Training	
Totals for dept 596 - DART		313,330

ITEM: 12.B

ADMINISTRATIVE REPORT

TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
DATE: October 6, 2025
SUBJECT: **WATER AND SEWER LARGE METERS — READINESS TO SERVE RATE ESTABLISHMENT**

The City of Marshall has two components to water and sewer rates; *commodity* and *readiness to serve*. The readiness to serve charge is a fixed monthly cost based on meter size. The commodity charge is calculated based on users' water consumption. Until recently, the largest revenue meter in the City's service area was 4-inch and the current rate tables had readiness to serve charges for 6-inch meters and smaller. With recent industrial development, the largest meter in the service area is now 10-inch. Therefore, the readiness to serve rate table requires updating.

The City employed Stantec Consulting, who recently completed a capacity fee rate study and is currently under contract for a water and sewer rate study, to provide an analysis of the current readiness to serve rates and extrapolate rates for 8-inch and 10-inch meters. The recommended readiness to serve rate for these meters is outlined in the included resolution.

BUDGET IMPACT:
None. Revenue amounts will be reviewed throughout the fiscal year and if increases in revenue warrant, a budget amendment will be brought to council during a quarterly budget update.

RECOMMENDATION:
Approve Resolution 2025-25, A Resolution to Update Readiness to Serve Rates for Water and Sewer and authorize the City Manager and City Clerk to sign the necessary documents.

CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2025-25

A RESOLUTION TO UPDATE READINESS TO SERVE RATE FOR WATER AND SEWER

Minutes of a regular meeting of the Council of the City of Marshall, held on October 6, 2025 at 7:00 PM.

PRESENT:

ABSENT:

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

WHEREAS, City of Marshall deems it necessary and appropriate to periodically review fees and rates as certain costs are incurred in providing a service, and the intent is to set fees at an amount to recover those costs and remain competitive with surrounding municipalities; and

WHEREAS, City of Marshall utilizes revenue meters as the basis for the water and sewer rates. The rates are composed of commodity charges and readiness to serve charges; and

WHEREAS, to date, the largest meter listed in the water and sewer rate tables was 6-inch and a new industrial development within the City requires 10-inch meters; and

WHEREAS, City of Marshall has completed an analysis of the existing readiness to serve rates and extrapolated the current rates to determine proposed readiness to serve rates for 8-inch and 10-inch meters; and

WHEREAS, the City of Marshall now wishes to establish those fees and rates in accordance with the Utility Rules and Regulations and as authorized by Chapter 53 of the City Code of Ordinances; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL hereby updates, effective November 1, 2025, the water and sewer readiness to serve rates as follows:

Monthly Water Rates		Monthly Sewer Rates	
8-inch	$ 1,776.40	8-inch	$ 1,478.69
10-inch	$ 2,750.01	10-inch	$ 2,288.86

Resolution declared adopted this 6th day of October 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 October 6, 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

Stantec

Technical Memorandum

To: Marguerite Davenport, P.E.
City of Marshall, Michigan

From: Joey Murphy
Mobile, Alabama

Date: September 23, 2025

Reference: Readiness to Serve (RTS) Charges for Main Campus 10-inch meter(s)

Background

The City is planning to provide water service to the Blue Oval Battery Park using 10-inch meters, but these meters are larger than the maximum size presently recognized in the City's rate schedule. To address this need, this Technical Memorandum was requested to document the development of a Readiness to Serve (RTS) charge for 8-inch and 10-inch meters, using the City of Marshall's current rate structure. Immediately, the 10-inch meter readiness to serve charge will be used for the two meters serving Blue Oval. A rate for 8-inch meters was included in the calculation for future use.

Results

The following calculated RTS charge for the larger meters is the result of an analytical process that incorporates both mathematical modeling and industry standard validation. This approach allows for appropriate scaling from the existing user charge schedule to recognize the increased demand potential from larger connections.

Monthly RTS Water – 2025 Rates

≤1-inch	$ 24.04
1.5 inch	$ 61.77
2 inch	$ 111.45
3 inch	$ 250.95
4-inch	$ 469.73
6-inch	$ 1,010.21
8-inch	**$ 1,776.40**
10-inch	**$ 2,750.01**

Monthly RTS Sewer – 2025 Rates

≤1-inch	$ 20.03
1.5 inch	$ 51.46
2 inch	$ 92.83
3 inch	$ 209.02
4-inch	$ 391.24
6-inch	$ 841.05
8-inch	**$ 1,478.69**
10-inch	**$ 2,288.86**

Methodology

This memorandum summarizes the technical methodology used to develop the Readiness to Serve (RTS) charge for the new water meters. The calculation is based on an extension of the established current rate structure for smaller meters, utilizing quadratic trend fitting and validation against industry standards as illustrated in the American Water Works Association (AWWA) Manual M22 Sizing Water Service Lines and Meters. This approach allows recognition of increased demands associated with large meters without

requiring extensive modeling and rate analysis, as well as maintaining consistency with the City's existing rate framework.

Quadratic Trend Fitting

The existing RTS charges for meters up to 6 inches were analyzed to identify the underlying mathematical relationship between meter size and cost. This simple approach makes maximum use of the City's existing user charge schedule and may allow the City to develop RTS charges using a time and cost effective alternative to a comprehensive cost of service study. A quadratic trend line was found to provide the most accurate fit for this dataset, effectively capturing the non-linear increase in service readiness costs as meter size increases.

The general form of the quadratic equation used for this trend analysis is:

$$y=ax2+bx+c$$

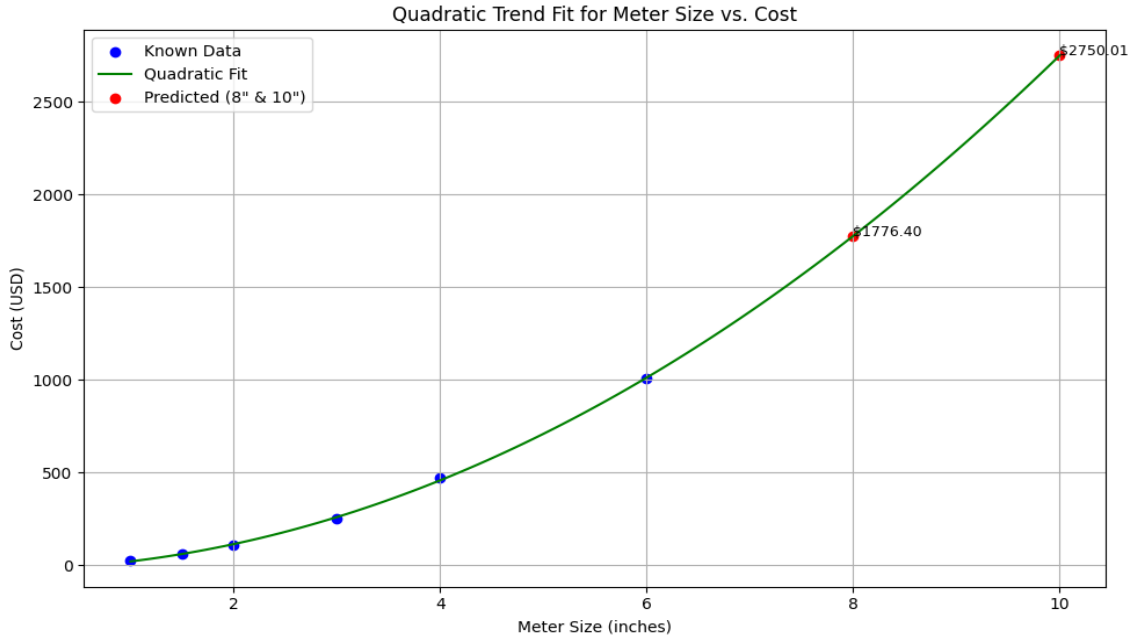
Where:

- y represents the calculated RTS charge.
- x represents the meter size (in inches).
- a, b, and c are coefficients determined by fitting the equation to the historical RTS charge data.

The historical data points for standard meter sizes were plotted, and a best-fit quadratic curve was generated. The resulting equation was then used to extrapolate the projected RTS charge for 8-inch and 10-inch meters.

Figure 1 illustrates the curve, showing both known data points for 6" and smaller meters as well as the outcomes for 8" and 10" meters.

Figure 1 - Quadratic Plot Curve for Monthly Water Charges



Reference: **Methodology for Calculating Readiness to Serve (RTS) Charges for Main Campus 10-inch meter(s)**

AWWA M22 Validation

To validate the charge derived from the quadratic trend fitting, a multiplier from the AWWA M22 manual (version 3) was applied. This manual provides a standard methodology for determining the relative capacity of various meter sizes.

Rate analysts frequently rely on the M22 manual to establish meter-based fixed charges utilizing the ratio of the maximum capacity of a larger meter to a smaller one. We utilized the M22 multiplier to establish a benchmark for the 10-inch meter's RTS charge.

The value obtained from the quadratic trend line was compared to the value calculated by applying the M22 multiplier to a known meter size's RTS charge. The following is the comparison of the AWWA, and the multipliers scaled using the quadratic equation for Marshall.

AWWA M22 (version 3)				
Meter Size	Max gpm	M22 Multiplier	Quadratic Water Multiplier	Quadratic Sewer Multiplier
3/4 inch	30	1	1	1
1-inch	50	1.67	1	1
1.5 inch	100	3.33	2.57	2.57
2 inch	160	5.33	4.64	4.63
3 inch	350	11.67	10.44	10.44
4-inch	650	21.67	19.54	19.53
6-inch	1400	46.67	42.02	41.99
8-inch	2400	80.00	73.89	73.82
10-inch	3500	116.67	114.39	114.27

The alignment suggests that the City's user charge schedule is largely consistent with water industry-standard views of meter capacity ratios, and further suggests that the quadratic calculated ratios can be used by the City as a basis for user charges until the time of the next comprehensive cost of service study. If you need any additional information, please don't hesitate to contact me or anyone else on the Stantec team.

Respectfully yours,

Stantec Consulting Services Inc.

Murphy, Joey

Digitally signed by Murphy, Joey
Date: 2025.09.24 09:24:21 -04'00'

Joey Murphy
Principal Consultant
Phone: (251) 450-7786
Mobile: (706) 573-4839
joey.murphy@stantec.com

ITEM: 12.C
ADMINISTRATIVE REPORT

TO:	Honorable Mayor and City Council
FROM:	Derek N. Perry, City Manager Joshua Lankerd, Chief of Police Marguerite Davenport, Director of Public Services
DATE:	October 6, 2025
SUBJECT:	**PATROL VEHICLE PURCHASE - POLICE DEPARTMENT**

The Police Department has planned the annual replacement of a patrol vehicle as in years past. Unit M-3, a 2021 Ford Explorer Interceptor Hybrid, is scheduled to be replaced in the current fiscal year. Staff conducted a review of the patrol vehicle options and is requesting the purchase of a 2026 Ford Explorer Hybrid, pictured below, as our next patrol vehicle.

2023 Fuel Cost Report and Analysis

A review of the fuel costs was completed in 2023, which showed there is a significant savings in fuel costs for the Ford Explorer Hybrid Patrol Vehicle vs a Ford Explorer Patrol Vehicle. A review of the fuel receipts showed that the Hybrid Explorer is more efficient and cost-effective than the standard Explorer. The numbers show that the standard patrol vehicle costs nearly double what the hybrid vehicle does for gasoline. A typical patrol car is driven between 15,000–20,000 miles a year. In a review of the numbers, the use of a hybrid explorer vs. a standard explorer is estimated to save between 3–4 thousand dollars a year in annual fuel costs. This adds up to $15,000 to $20,000 in savings over the 5-year vehicle service period.

Ford Explorer Quotes:
MIDEAL quotes were received from Gorno Ford. The Ford Explorer quote is $51,285 and the Ford Explorer Hybrid is $51,485, a difference of $200. It should be noted that the Hybrid price is cheaper this year compared to last year.

EV Options:

There are three electric patrol car options currently, with the Ford MachE, Chevy Blazer, and Tesla. There are a handful of communities in Michigan that are testing EV patrol vehicles. We do not consider this a viable option at this time, as it would require infrastructure and operational changes. We will continue to gain feedback regarding EV vehicles for the future. A more practical transition may be a few years down the road when we look to replace our administrative vehicles.

Vehicle Outfitting Quote:
With the purchase of a new patrol car, we also incorporate the cost of the equipment change over and new electronic equipment. This year we assessed our patrol equipment needs and found additional items were needed to accommodate our drone program and accident reconstruction assignments. The following is a list of the quotes for the change over and updated equipment.

- 2026 Vehicle Outfitting with Drone Vault, power inverters, and storage. $22,036.62
- Outfitting of M-3 to Detective Vehicle $3025
- Coban Camera and Body Camera System $6416.00
- Panasonic Toughbook Computer $4565.00
- Vehicle Graphics $1275

Estimated total of $37,317.62

Motorpool
The Police Department makes annual payments to the Motor Pool fund, an internal service fund, to support replacement of vehicles. The build out and equipment costs have been added to the replacement budget.

The patrol vehicle replacement amount allocated to Motor Pool is $87,753.73 for 2025-2026. The quoted total for the 2025 Ford Explorer Hybrid and the build-out equipment totals $86,874.28.

Summary:
There were several options for patrol vehicles. The best and most cost-effective option for our fleet is the 2026 Ford Explorer Hybrid.

BUDGET IMPACT:
The 2025 Explorer Hybrid will cost $51,485, $504 cheaper than 2025 ($51,989). The build out and equipment replacement is estimated to cost $35,389.28 for a total of $88,802.62. $87,753.73 is budgeted for the replacement purchase in the 2025-2026 Motor Pool Budget. Gorno Ford is the designated MiDeal dealership for the purchase of these vehicles.

The $87,753.73 will be expensed from the 2025-2026 Motor Pool Fund budget with the remaining $1,048.89, and any additional costs, will be absorbed by the police operational

budget.

RECOMMENDATION:
Approve the purchase of the 2026 Ford Explorer Interceptor Hybrid Patrol Vehicle and patrol car build out for a total amount of $88,802.62.

EDDIE WILLIAMS MICHIGAN CONTRACT HOLDER
GOVERNMENT SALES
GORNO FORD
WOODHAVEN, MI

PH 734-671-4893, CELL 313-319-3431

e-mail eddiewilliams@gornoford.com

TERRY TRAVIS 269-781-2596 8/26/2025
MARSHALL P.D..
MARSHALL, MI 49068
EMAIL ttravis@cityofmarshall.com

2026 FORD UTILITY AWD SUV, MIDEAL MA240000001193 PATROL UNIT
3.3L V6, 10 SPD AUTO TRANS, POWER WINDOWS, DOOR LOCKS, MIRRORS, & POWER DRIVER'S SEAT, SPEED CONTROL, AM/FM STEREO, TIRE PRESSURE MONTITORING SYSTEM , ROLL STABILITY SYSTEM, , BACK UP CAMERA , SYNC, CLOTH FRONT/VINYL REAR, , SYNC 4II, PRIVACY GLASS REAR, REAR CRASH TESTED TO 75 MPH

STERLING GRAY, "UJ"- EXT
3.3L V6 HYDRID ENGINE
DUAL SPOT LIGHTS
COURTESY LIGHTS IN-OP
FLEET KEY, CODE 1284X
REAR WINDOW & REAR DOOE HANDLES IN-OP
HEATED EXT MIRRORS
KEYLESS ENTRY
POWER PASS. SEAT
BLISS
REAR A/C & HEAT
TAILLIGHT PREP
WIG WAG CIRCUIT
CARGO LIGHT RED/WHITE
H8 AGM BATTERY
PRE COLLISION MIDIGATION SYSTEM
POLICE ENGINE IDLE SYSTEM
GLOBAL LOCK/UNLOCK SYSTEM
FORD READY FOR THE ROAD

MUNI PRICE $51,485.00, PER UNIT

SINCERELY
EDDIE WILLIAMS
GOVERNMENT SALES
CELL 313-319-3431

EDDIE WILLIAMS MICHIGAN CONTRACT HOLDER
GOVERNMENT SALES
GORNO FORD
WOODHAVEN, MI

PH 734-671-4893, CELL 313-319-3431

e-mail eddiewilliams@gornoford.com

TERRY TRAVIS 269-781-2596 8/26/2025
MARSHALL P.D.. REVISED 9/09/2025
MARSHALL, MI 49068
EMAIL ttravis@cityofmarshall.com

2026 FORD UTILITY AWD SUV, MIDEAL MA240000001193 PATROL UNIT
3.3L V6, 10 SPD AUTO TRANS, POWER WINDOWS, DOOR LOCKS, MIRRORS, & POWER DRIVER'S SEAT, SPEED CONTROL, AM/FM STEREO, TIRE PRESSURE MONTITORING SYSTEM , ROLL STABILITY SYSTEM, , BACK UP CAMERA , SYNC, CLOTH FRONT/VINYL REAR, , SYNC 4II, PRIVACY GLASS REAR, REAR CRASH TESTED TO 75 MPH

STERLING GRAY, "UJ"- EXT
3.3L V6 HYDRID ENGINE
DUAL SPOT LIGHTS
COURTESY LIGHTS IN-OP
FLEET KEY, CODE 1284X
REAR WINDOW & REAR DOOE HANDLES IN-OP
HEATED EXT MIRRORS
KEYLESS ENTRY
POWER PASS. SEAT
BLISS
REAR A/C & HEAT
TAILLIGHT PREP
WIG WAG CIRCUIT
CARGO LIGHT RED/WHITE
H8 AGM BATTERY
PRE COLLISION MIDIGATION SYSTEM
POLICE ENGINE IDLE SYSTEM
GLOBAL LOCK/UNLOCK SYSTEM
FORD READY FOR THE ROAD
MUNI PRICE $51,485.00, PER UNIT

REG GAS, NON HYBRID, MUNI PRICE $51,285.00

SINCERELY
EDDIE WILLIAMS
GOVERNMENT SALES
CELL 313-319-3431

1301 Gervais St. Ste. 1800
Columbia, SC
www.vc3.com
800-787-1160

- Hardware/Software

Thumbnail	Product Description	Comment	Price	Qty	Extended Price
	Panasonic Toughbook 55 - 14" - Intel Core i5 - 1345U - vPro Enterprise - 16 GB RAM - 512 GB SSD - 5G LTE, LTE-A - Multi-Touch Screen		$3,950.00	1	$3,950.00

Subtotal: **$3,950.00**

- Labor - Workstation Deployment

Thumbnail	Product Description	Comment	Price	Qty	Extended Price
	Labor - Workstation Deployment - Flat Fee		$600.00	1	$600.00

For a workstation deployment, the below items are done:

- Workstation is fully configured for client's environment
  - Domain Joined, Security software installed, VC3 tools installed
- Client Base Applications installed
- Client requested customization to the workstation applied
- User Specific applications installed
- User log in support for replacements workstation
- Data transfer for replacement workstation
- Scheduling of workstation deployment with Client

Subtotal: **$600.00**

- Shipping

Thumbnail	Product Description	Comment	Price	Qty	Extended Price
	Shipping and Handling		$15.00	1	$15.00

Subtotal: **$15.00**

1301 Gervais St. Ste. 1800
Columbia, SC
www.vc3.com
800-787-1160

Service Ticket #4468648 - 2025.09 - TFF - Panasonic Toughbook Quote

Prepared by:

VC3

Krissy Goins
218-336-2327
quotes.Kristine.Goins@vc3.com

Prepared for:

City of Marshall, MI

323 W. Michigan Ave.
Marshall, MI 49068
Joshua Lankerd
+12697815183
jlankerd@cityofmarshall.com

Quote Information:

Quote #: KG012790

Version: 1
Delivery Date: 09/18/2025
Expiration Date: 10/16/2025

Quote Summary

Description	Amount
- Hardware/Software	$3,950.00
- Labor - Workstation Deployment	$600.00
- Shipping	$15.00
Total:	**$4,565.00**

• Applicable taxes & Environmental Surcharges will be added.
• All product transfer of ownership and invoicing occurs upon VC3's receipt of the product.
• Pricing & Availability is subject to change without notice.
• Shipping and handling costs may not be included in this quote, as these costs are variable. Adjusted shipping and handling costs may be applied to the final invoice.
• VC3 makes NO WARRANTY either expressed or implied, regarding performance or suitability for any purpose of the above products. The customer assumes responsibility for understanding the warranty, if any, of the manufacturer or VC3.
• If not included in agreement, travel will be billed separately.
• In the case hardware/software total exceed $100k, VC3 will require a 50% deposit of the hardware/software total to secure the order. Deposit is payable immediately to VC3.
• Returns:
- No returns will be accepted unless first approved by VC3 Inc.
- Approved returns are subject to a 20% restocking fee.
- Approved return of in-stock items will be accepted within 10 business days of purchase, if merchandise is unopened and packaging is undamaged.
- Open box items are not returnable
- Approved defective returns must be shipped to VC3 within 10 business days of said approval

1301 Gervais St. Ste. 1800
Columbia, SC
www.vc3.com
800-787-1160

VC3

Name: Krissy Goins

Title: Senior Client Solutions Specialist

Date: 09/18/2025

City of Marshall, MI

Name: Joshua Lankerd

Date:

EMERGENCY VEHICLE PRODUCTS.

Quotation

2975 Interstate Pkwy , Kalamazoo, MI, 49048 Phone: 269-978-1700 Fax: 269-342-8351

Quote Date: 09/08/2025
Quote #: 021286
FOB: Origin
PO #: 21 UTILITY/DRONE V
Ship Via: Customer Pickup
Terms: Upon Receipt
Quoted By: JHiscock

BILL TO:

MARSHALL POLICE DEPT.
323 W MICHIGAN AVE

MARSHALL, MI 49068
Phone #: ***Fax #:***

Customer ID: MARSH PD

SHIP TO:

MARSHALL PD
323 W MICHIGAN AVE

MARSHALL, MI 49068
TERRY TRAVIS

Line Item #	*Product ID*	*Product Description*	*Quantity*	*Unit Cost*	*Extended Cost*
001	LABOR- JH # M235579	LABOR-JH # M235579 REMOVED LIGHTBAR, PUSHBUMPER, CAGES, RADAR, PRINTER ETC. OUT 21 UTILITY. SET UP FOR DETECTIVE VEHICLE. INSTALL FRT VISOR LIGHTS AND LEAVE REAR LIGHTING ON VEHICLE AS IS.LEAVE CONTROLLER ETC. MIRROR LIGHTS. INSTALL REAR FACTORY SEATS IF AVAILABLE.	1 Related Order	$1,500.00 0000000 #: 000	$1,500.00
002	MISC	MISC USED FRT VISOR LIGHT RED/BLUE	1 Related Order	$1,000.00 0000000 #: 000	$1,000.00
003	MISC	MISC FABRICATION FOR EQUIPMENT COVER IN REAR CARGO AREA	1 Related Order	$400.00 0000000 #: 000	$400.00
004	MISC SHOP SUPPLIE	MISC SHOP SUPPLIES	1 Related Order	$125.00 0000000 #: 000	$125.00

Sub Total: $3,025.00

TERMS: NET 15; FOB BIRD IN HAND, PA; QUOTE VALID FOR 30 DAYS

Tuesday, September 23, 2025

SAFE FLEET Law Enforcement

COBAN | Mobile-Vision

Quote:	Q-80016
Contract:	Not Applicable
Date:	8/26/2025, 1:01 PM
Expires On:	10/25/2025

COBAN Technologies, Inc.
9411 S. Sam Houston Parkway W. #300
Missouri City, Texas 77489
United States

Phone: (281) 925-0488
Fax: (281) 925-0535
Email: SFLE-Sales@safefleet.net

Ship To
Joshua (Josh) Lankerd
Marshall Police Department (Marshall, MI)
323 West Michigan ave
Marshall Michigan 49068
United States
(269) 781-2596
(269) 781-6414
jlankerd@cityofmarshall.com

Bill To
Marshall Police Department (Marshall, MI)
323 West Michigan ave
Marshall Michigan 49068
United States

End User

SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Pete Lin	x	pete.lin@safefleet.net		Net 30

Focus H2 In-Car System - On Premise

- ***Hardware Installation is not Included***
- ***3-Year Software & Hardware Coverage***

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-1043330	FOCUS2-51-00	FOCUS H2 IN-CAR SYSTEM - PACKAGE 2 2 CAMERAS AND WIRELESS MICROPHONE Features: • 4.3" touchscreen monitor • GPS • Crash Sensor • Smart Power Module (SPM) w/ UPS • 16 GB internal Solid State OS drive • 128 GB internal Solid State Fail-Safe drive • 64 GB removable Thumb Drive • Internal 802.11 A/G/N/AC wireless card • Backseat wide angle IR camera with built in covert microphone • Front facing HD low profile color camera • Wireless microphone & receiver • Three year limited hardware warranty	USD 5,220.00	1	USD 5,220.00
QL-1043331	MZZ-01	MOUNTING For secure mounting within the vehicle ***Vehicle Year, Make & Model information needed upon purchase **	USD 128.00	1	USD 128.00
QL-1043332	SCOPT-27	TWO DUAL BAND ANTENNAS (802.11 A/G/N/AC) For wireless upload to Access Point	USD 193.00	1	USD 193.00
QL-1043333	WLIC-26	COBAN COMMAND CENTER SOLUTION *** Year 1 *** • Per Active Device • Software License with First Year Technical Support **Annual Renewal Required**	USD 165.00	1	USD 165.00

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-1043334	LFEE-050	SHIPPING - IN CAR VIDEO SYSTEMS	USD 50.00	1	USD 50.00
			Focus H2 In-Car System - On Premise TOTAL:		USD 5,756.00

Focus X2 Body Camera - On Premises

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-1043337	FOCUS-11-00	FOCUS X2 BODY WORN CAMERA PACKAGE Includes: - FOCUS X2 Body Worn Camera - Single Office Dock & Power Supply - USB Cable - Magnetic Uniform Mount	USD 545.00	1	USD 545.00
QL-1043338	WLIC-26-01	COBAN COMMAND CENTER BWC SOLUTION ***** Year 1 ***** • Per Active Device • Software License with First Year Technical Support *****Annual Renewal Required*****	USD 100.00	1	USD 100.00
QL-1043804	LFEE-054	SHIPPING - Body Worn Camera / Office, Vehicle, or Partner Dock for BWC / Misc. equipment	USD 15.00	1	USD 15.00
			Focus X2 Body Camera - On Premises TOTAL:		USD 660.00

TOTAL: USD 6,416.00

Terms & Conditions

Applicable sales taxes are not reflected on this proposal, and will be included on the invoice. In the event Sales Tax is requested to be listed on the proposal, it will be the responsibility of the Agency to provide the current Tax rate and amount. Any purchases that are exempt from Sales Tax must be accompanied by a tax exemption and/ or re-seller certificate.

This quote is presented to the customer under the condition that it remains a valid quote for only 60 days after the stated Quote Date, after which the quote becomes null and void.

Please email or fax a signed copy of this quotation and other referenced documents to SFLE-Sales@safefleet.net or (281) 925-0535 Safe Fleet Law Enforcement order requests above $2,500.00 require an Agency issued Purchase Order prior to processing.

COBAN Technologies, Inc.
9411 S Sam Houston Pkwy W. #300 Missouri City, Texas 77489

Applicable Terms. By signing this quote (the “Quote”) (or, if this Quote is attached to, referenced in, or otherwise accompanies any other agreement, statement of work, purchase order, or other similar document, by or between the parties and/or their applicable affiliates (any of the foregoing, collectively, the “Accompanying Agreement”), then by signing such Accompanying Agreement), or by issuing a purchase order for, or accepting, any of the goods, services, or other items set forth in this Quote, the Customer agrees to all terms and conditions set forth herein, including without limitation any Additional Terms and Conditions set forth below (if applicable) (“Additional Terms”), and to the Safe Fleet Video & Telematics Products and Services Standard Customer Terms & Conditions, currently available at safefleet.net/v-and-t-general-terms (as may be updated or amended by Safe Fleet from time to time in its discretion, the “Ts&Cs”), together with any and all other terms and conditions incorporated by reference into any of the foregoing; all of which are incorporated herein and will govern all products, services, and other matters set forth herein. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Ts&Cs.

Conflicts. Customer and Safe Fleet expressly agree that, notwithstanding anything to the contrary in the Accompanying Agreement, including any provision thereof relating to order of precedence, conflicts, or "battle of the forms," in the event of any conflict, ambiguity, or inconsistency (any of the foregoing, a "Conflict") between any term, provision, requirement, request, specification, or other provision (any of the foregoing, a "Provision") of the Accompanying Agreement and any Provision of this Quote (including, for clarity, the Ts&Cs and/or any Additional Terms), this Quote shall prevail and control; Customer and Safe Fleet intend this Quote to be, and this Quote shall be deemed to be, an amendment to any Conflicting Provision of the Accompanying Agreement. In the event of any Conflict between any Provision of any Additional Terms and any Provision of the Ts&Cs, the Additional Terms shall control.

Sole Warranties. The warranties applicable to the products, services, and other matters set forth herein are available at https:// www.safefleet.net/product-and-service-warranties (the "Warranty Documentation"). Notwithstanding any other provision in this Agreement, the Warranty Documentation sets forth the sole warranties with respect to the products, services, and other matters set forth herein, and Safe Fleet hereby expressly disclaims all other representations and warranties, express or implied.

Invoicing and Purchase Orders. This Agreement authorizes Safe Fleet, regardless of whether or not Customer has issued an applicable Purchase Order, to invoice Customer annually in advance for Software Services. Customer agrees to pay all invoices within 30 days of receipt. Customer may issue Purchase Orders hereunder for its own record-keeping purposes, but (a) no Customer Purchase Order will be deemed to modify, alter, supersede, supplement, or amend this Agreement in any respect unless mutually agreed by the Parties in a written amendment executed by both Parties, and (b) for clarity, Customer's issuance of any such Purchase Order, or failure to issue same, shall not affect in any manner Safe Fleet's ability to invoice Customer (or Safe Fleet's right to payment of such invoice) as provided herein.

Agency Responsibilities. Without limiting any provision of the Ts&Cs, Customer is solely responsible for the following: (a) Customer will ensure that Customer owns or has licensed all rights necessary to permit Safe Fleet to use all Customer-Provided Data as contemplated by this Agreement; (b) Customer will ensure that Customer's, and all Customer End Users', configuration and use of the Safe Fleet V&T Offerings, including the Software Services, and all Customer Data (and all use thereof by Customer and/or Customer End Users), complies with all applicable Laws and all rules, regulations, and standards applicable to Customer, and does not infringe, misappropriate, or violate any right, including any intellectual property, proprietary, privacy, contractual, statutory, constitutional, or any other right, of any third party; (c) Customer will maintain all necessary computer equipment and Internet connections for use of the Software Services; (d) If Customer becomes aware of any violation of this Agreement by any Customer End User, Customer will immediately terminate that Customer End User's access to the Software Services and shall promptly notify Safe Fleet of same; (e) Customer will maintain the security of all user credentials, including all Customer End User user names and passwords, and security and access to the Software Services via Customer systems or facilities and/or to all Customer Data. Customer shall promptly notify Safe Fleet if Customer learns or believes that an unauthorized party may be using Customer's account or Customer Data, or that account information may have been lost or stolen.

Customer Data After Termination – Applicable to Software Services Only. Safe Fleet will not delete Customer Data before the 90th day following expiration or earlier termination of the License Term. Safe Fleet will have no obligation to provide any Software Service functionality to Customer during this 90-day period other than the ability to retrieve Customer Data. Customer will not incur additional fees if Customer downloads Customer Data from the Software Services during this time. Safe Fleet has no obligation to maintain or provide Customer Data after this 90-day period and, except to the extent (and in such case only for so long as) prohibited by applicable law, Safe Fleet may thereafter delete any or all Customer Data. Upon written request, Safe Fleet will

provide written notice that safe Fleet has successfully deleted and removed Customer Data from the Software Services.

Post-Termination Assistance – Applicable to Software Services Only. Safe Fleet will provide Customer with the same post-termination data retrieval assistance that Safe Fleet generally makes available to all customers. Requests for Safe Fleet to provide additional assistance in downloading or transferring Customer data, including requests for Safe Fleet's data egress service, will result in additional fees, and Safe Fleet does not make any, and hereby disclaims all, express and/or implied representations, warranties, and/or guaranties as to the integrity or readability of Customer Data in any non-Safe Fleet systems.

Customer Sharing of Customer Data – Applicable to Software Services Only. Without limiting any provision of the Ts&Cs: (a) Customer is solely responsible for granting permissions to Customer Data that may be shared via the Software Services, and Safe Fleet will have no responsibility or liability for sharing with, or disclosure to, third parties of Customer Data due to any error, typo, oversight, or other act or omission of Customer (including, for example, any error by Customer in entering a recipient's email address); and (b) Customer is solely responsible for complying with all applicable Laws, standards, policies, and guidelines in connection with its use sharing of Customer Data with, or granting of access to Customer Data to, third parties via the Software Services, and Safe Fleet will have no responsibility or liability for any violation or breach of any of the foregoing due to any act or omission of Customer (including, for example, any violation of privacy laws or standards caused by Customer's sharing of Customer Data with an inappropriate third party or Customer's inappropriate sharing of protected Customer Data).

The warranties applicable to the products, services, and other matters set forth herein are available at https:// www.safefleet.net/ product-and-service-warranties (the "Warranty Documentation"). Notwithstanding any other provision in this Agreement, the Warranty Documentation sets forth the sole warranties with respect to the products, services, and other matters set forth herein, and Safe Fleet hereby expressly disclaims all other representations and warranties, express or implied.

IN WITNESS WHEREOF, the Parties have caused this Agreement to Purchase to be executed and delivered by their respective authorized representatives whose signatures appear below.

COBAN Technologies, Inc.		Marshall Police Department (Marshall, MI)	
Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Dated:	_____	Dated:	_____

Purchase Order _____

SIGNS & DESIGNS

JERRY URE JR.
260 N 30TH ST
Battle Creek, Mi. 49015
Ph. 269.968.8909 Fax 269.968.4055

DATE OF ORDER 8/27/25

CUSTOMER Marshall Police Dept.

ARTWORK DUE _____

Address _____

ORDER DUE _____ (DAY) (DATE)

City _____

CALLED _____ (DATE) (INITIAL)

Contact Person Terry Travis PHONE 719-5470

P.O. NUMBER _____

QUANTITY	DESCRIPTION	UNIT PRICE	PRICE	
1	Reflective vinyl logos/lettering on Police Car		$1275	00
	Labor to install decals normally $300.00		no charge	
		TOTAL		
		DEPOSIT		
		BALANCE		
		Paid in Full		

RELEASE OF LIABILITY I hearby acknowledge that I have proofread and approve, or have waived my right to proofread the artwork. If I find any error after the job has been completed, I understand that Signs & Designs is not responsible for any errors after final approval. Changes made after final approval are subject to additional charges. No guarantee on decals applied by customer. No guarantee on windshield and glass decals. Artwork MUST be paid in full at time of order.

PRODUCTION /ARTWORK: Artwork Approval Waiver of Proofreading Approval to start production

PAYMENT: CHECK _____

CUSTOMER SIGNATURE DATE

CASH CHECK _____

CHARGE

Thank You
We Appreciate
Your Business!

X _____

CUSTOMER SIGNATURE (ORDER RECEIVED) DATE

Please pay from this invoice and refer to invoice number when remitting. 1 1/2% late charge due on balance outstanding more than 30 days from date of invoice.

Saved As: _____

EMERGENCY VEHICLE PRODUCTS.

Quotation

2975 Interstate Pkwy , Kalamazoo, MI, 49048 Phone: 269-978-1700 Fax: 269-342-8351

Quote Date: 09/23/2025
Quote #: 021277
FOB: Origin
PO #: 25/26 UTILITY DRONE
Ship Via: Customer Pickup
Terms: Upon Receipt
Quoted By: SMcDonald

BILL TO:

MARSHALL POLICE DEPT.
323 W MICHIGAN AVE

MARSHALL, MI 49068
Phone #: ***Fax #:***

Customer ID: MARSH PD

SHIP TO:

MARSHALL PD
323 W MICHIGAN AVE

MARSHALL, MI 49068
TERRY TRAVIS

Line Item #	*Product ID*	*Product Description*	*Quantity*	*Unit Cost*	*Extended Cost*
001	LABOR- JH # M235579 BUILD OUT 2025/26 FORD UTILITY POLICE PKG. INSTALL EMERGENCY EQUIPMENT AS NEEDED	LABOR-JH # M235579	1 Related Order	$1,800.00 0000000 #: 000	$1,800.00
002	BK2020ITU20 USE FROM 21 UTILITY	2020 UTILITY PUSHBAR WITH LIGHTS	1 Related Order	$0.00 0000000 #: 000	$0.00
003	U18050	UNDER MOUNT MIRROR KIT UTILITY 25	1 Related Order	$35.00 0000000 #: 000	$35.00
004	U180JC	UNDER MIRROR TRIO RED/BLUE WHT	2 Related Order	$249.48 0000000 #: 000	$498.96
005	SA315	100 WATT SPEAKER , BLACK PLASTIC	1 Related Order	$197.40 0000000 #: 000	$197.40
006	SA315M	SPEAKER MOUNT	1 Related Order	$57.40 0000000 #: 000	$57.40
007	EB2SP3J	LEGACY WCX 54" LIGHTBAR	1 Related Order	$3,071.40 0000000 #: 000	$3,071.40
008	STPKT105	2020 STRAP KIT UTILITY	2 Related Order	$61.04 0000000 #: 000	$122.08
009	M4DJ REAR GATE	DUO LED FLASHER RED/BLUE	2 Related Order	$196.87 0000000 #: 000	$393.74

TERMS: NET 15; FOB BIRD IN HAND, PA; QUOTE VALID FOR 30 DAYS

EMERGENCY VEHICLE PRODUCTS.

Quotation

2975 Interstate Pkwy , Kalamazoo, MI, 49048 Phone: 269-978-1700 Fax: 269-342-8351

Quote Date: 09/23/2025
Quote #: 021277
FOB: Origin
PO #: 25/26 UTILITY DRONE
Ship Via: Customer Pickup
Terms: Upon Receipt
Quoted By: SMcDonald

BILL TO:

MARSHALL POLICE DEPT.
323 W MICHIGAN AVE

MARSHALL, MI 49068
Phone #: ***Fax #:***

Customer ID: MARSH PD

SHIP TO:

MARSHALL PD
323 W MICHIGAN AVE

MARSHALL, MI 49068
TERRY TRAVIS

Line Item #	*Product ID*	*Product Description*	*Quantity*	*Unit Cost*	*Extended Cost*
010	PK0316ITU252ND	REAR CARGO UTILITY PARTITION WITH POLY	1	$649.00	$649.00
			Related Order	0000000 #: 000	
011	IK0574ITU20ND	FRT P/S PRISONER,LEXAN WINDOW /FACTORY SEAT USED	1	$1,253.01	$1,253.01
			Related Order	0000000 #: 000	
012	WK0514ITU20	2020 UTILITY WINDOW BAR SET	1	$312.62	$312.62
			Related Order	0000000 #: 000	
013	C-VS-1012-INUT	2020 UTILITYANGLED CONSOLE	1	$512.78	$512.78
			Related Order	0000000 #: 000	
014	CUP2-1001	DOUBLE CUP HOLDER	1	$65.66	$65.66
			Related Order	0000000 #: 000	
015	C-ARM-102	ARMREST SIDE MOUNT	1	$92.12	$92.12
			Related Order	0000000 #: 000	
016	390-5711-0	POWER DIST SYSTEM / TIMER	1	$385.00	$385.00
			Related Order	0000000 #: 000	
017	GPSB	MULTI-BAND ,GPS, ANTENNA KIT NEW STYLE	1	$599.21	$599.21
			Related Order	0000000 #: 000	
018	MISC	MISC	1	$4,130.00	$4,130.00
	TRUCK VAULT EXPLORE DRONE RESPONDER 8, WITH 1000 WATT INVERTER, HD TABLE, SINGLE DRAWER, MONITOR MOUNT 32"		Related Order	0000000 #: 000	

TERMS: NET 15; FOB BIRD IN HAND, PA; QUOTE VALID FOR 30 DAYS

EMERGENCY VEHICLE PRODUCTS.

Quotation

2975 Interstate Pkwy , Kalamazoo, MI, 49048 Phone: 269-978-1700 Fax: 269-342-8351

Quote Date: 09/23/2025
Quote #: 021277
FOB: Origin
PO #: 25/26 UTILITY DRONE
Ship Via: Customer Pickup
Terms: Upon Receipt
Quoted By: SMcDonald

BILL TO:

MARSHALL POLICE DEPT.
323 W MICHIGAN AVE

MARSHALL, MI 49068
Phone #: ***Fax #:***

Customer ID: MARSH PD

SHIP TO:

MARSHALL PD
323 W MICHIGAN AVE

MARSHALL, MI 49068
TERRY TRAVIS

Line Item #	*Product ID*	*Product Description*	*Quantity*	*Unit Cost*	*Extended Cost*
019	01-0448144-00	PA MIC/ EXTENSION CABLE	1 Related Order	$122.00 0000000 #: 000	$122.00
020	WSMIC321	MICROPHONE PA/MIC	1 Related Order	$140.40 0000000 #: 000	$140.40
021	MMSU-1	MAGNETIC MIC CLIP	2 Related Order	$34.22 0000000 #: 000	$68.44
022	C-PM-124-PC	HAVIS PRINTER MOUNT FOR 2020 FORD UTILITY CONSOLE	1 Related Order	$252.84 0000000 #: 000	$252.84
023	C-MD-119	HAVIS 22" SLIDE OUT LOCKING SWING ARM, MOTION ADAPTER	1 Related Order	$359.66 0000000 #: 000	$359.66
024	SHIPPING	SHIPPING CHARGES	1 Related Order	$375.00 0000000 #: 000	$375.00
025	MISC DEPT SUPPLY RADIO, COMPUTER DOCK, VIDEO SYSTEM, GUN LOCK. PRINTER	MISC	1 Related Order	$0.00 0000000 #: 000	$0.00
026	MISC WIRE,CONNECTORS, WIRE LOOM, ZIP TIES ETC	MISC	1 Related Order	$125.00 0000000 #: 000	$125.00
027	MISC POWERDRIVE Inverter: Modified Sine Wave, Hardwired, 3,000 W Continuous Output Power, 6 Outlets	MISC	1 Related Order	$629.90 0000000 #: 000	$629.90

TERMS: NET 15; FOB BIRD IN HAND, PA; QUOTE VALID FOR 30 DAYS

EMERGENCY VEHICLE PRODUCTS.

Quotation

2975 Interstate Pkwy , Kalamazoo, MI, 49048 Phone: 269-978-1700 Fax: 269-342-8351

Quote Date: 09/23/2025
Quote #: 021277
FOB: Origin
PO #: 25/26 UTILITY DRONE
Ship Via: Customer Pickup
Terms: Upon Receipt
Quoted By: SMcDonald

BILL TO:

MARSHALL POLICE DEPT.
323 W MICHIGAN AVE

MARSHALL, MI 49068
Phone #: ***Fax #:***

Customer ID: MARSH PD

SHIP TO:

MARSHALL PD
323 W MICHIGAN AVE

MARSHALL, MI 49068
TERRY TRAVIS

Line Item #	*Product ID*	*Product Description*	*Quantity*	*Unit Cost*	*Extended Cost*
028	FABRICATION	FABRICATION	1	$2,000.00	$2,000.00
	REAR D/S SEAT AREA STORAGE, MISC BRAKETS ETC		Related Order	0000000 #: 000	
029	MISC	MISC	1	$150.00	$150.00
	REAR CARGO LIGHTING, MISC ROCKER SWITCHES ETC		Related Order	0000000 #: 000	
030	C399	CENCOM CORE AMPLIFIER CONTROLLER MODULE	1	$1,223.30	$1,223.30
			Related Order	0000000 #: 000	
031	CCTL7	WECANX21 BUTTON/SLIDE CONTROL CENTER	1	$330.96	$330.96
			Related Order	0000000 #: 000	
032	C399RSP	SCANPORT KIT FOR CORE R	1	$155.40	$155.40
			Related Order	0000000 #: 000	
033	DS-PAN-435	HAVIS DOCK	1	$1,218.68	$1,218.68
			Related Order	0000000 #: 000	
034	C-MD-119	HAVIS 22" SLIDE OUT LOCKING SWING ARM, MOTION ADAPTER	1	$359.66	$359.66
			Related Order	0000000 #: 000	
035	MISC	MISC	1	$350.00	$350.00
	PUSHBUMPER TRANSFER KIT FOR 2026 UTILITY		Related Order	0000000 #: 000	

Sub Total: $22,036.62

TERMS: NET 15; FOB BIRD IN HAND, PA; QUOTE VALID FOR 30 DAYS

ITEM: 12.D

ADMINISTRATIVE REPORT

TO:	Honorable Mayor and City Council
FROM:	Derek N. Perry, City Manager Joshua Lankerd, Chief of Police
DATE:	October 6, 2025
SUBJECT:	**CHAPTER 92 HEALTH AND SANITATION; NUISANCES ORDINANCE UPDATE**

The Marshall Police Department is constantly assessing operations and updating processes to improve the services we provide. While reviewing our code enforcement operations, we identified a need for a review of our Chapter 92 Health and Safety; Nuisance ordinance. Specifically, we wanted to update the ordinance to address specific issues we were finding in the community and to reflect the current best practices of code enforcement. Staff have spent several months researching, reviewing, and revising the ordinance. The following list of updates and changes are being proposed to the ordinance.

- Updated the definition of the "exterior" to include porches, decks, balconies, landings and other places which are not fully enclosed.
- Updated and expanded the definition of Litter and Junk
- Noxious Weeds definition updated, adding the current State Department of Agriculture (MDA) and US Department of Agriculture definitions of Noxious Weeds.
- Updated grass, weeds and undergrowth, over 8 inches exception, to include developed and undeveloped wooded or naturally landscaped parcels that meet the character of the surrounding neighborhood.
- No Mow May option was added. City Council may on an annual basis, by resolution, vote for a "No Mow May" exception no later than March 31st.
- Undeveloped parcel requirements were updated and formalized. Residential parcels and/or parcels of property contiguous to residential properties must be maintained not to exceed 8 inches. Non-residential parcels not contiguous to residential parcels must maintain a 20-foot boarder from the road, curb or property line.
- Updated the definition of property to include the adjacent public right of way.
- Updated nuisance definition to meet best practices of other communities.
- Removed Conciliation Conference section. This is an outdated formal process that was not being used.
- An Annual Publication of the Abatement Notice was added as a requirement. Must be posted annually between April and Sept.
- Written notice of abatement requirements reduced from 15 days to 5 days for compliance.
- Abatement Right to Appeal Response time frame was reduced from 10 days to 5 days for compliance.

- The Right to Appeal process was updated and the appeals hearing process section was removed. Operationally, we will use the court process to address those that file an appeal.

These ordinance updates will improve the operations of code enforcement and help to create best practices by staff.

BUDGET IMPACT:
No anticipated budget impact.

RECOMMENDATION:
Introduce Ordinance 2025-4, AN ORDINANCE AMENDING CITY OF MARSHALL CODE OF ORDINANCES, CHAPTER 92 – HEALTH AND SANITATION; NUISANCE, publish a summary in the local newspaper and set a Public Hearing for October 20th 2025.

City of Marshall, Michigan

Ordinance #___2025-4_____

AN ORDINANCE AMENDING CITY OF MARSHALL CODE OF ORDINANCES, CHAPTER 92 – HEALTH AND SANITATION; NUISANCE

WHEREAS, Marshall City Code Chapter 92 addresses the subjects of health, sanitation and nuisances; and

WHEREAS, the City Manager, the Chief of Police and other city officials have determined that it is in the best interests of the city to revise Chapter 92; and

WHEREAS, the health, safety and welfare of city residents and visitors to the City will be furthered by the revisions set forth herein;

NOW, THEREFORE, THE CITY OF MARSHALL ORDAINS that the current version of Chapter 92 be amended as set forth herein.

TITLE AND PURPOSE, This amending ordinance shall be titled "Amendment to CHAPTER 92 HEALTH AND SANITATION; NUISANCES, (2025)" for purpose and benefit of the health, safety and welfare of City residents and visitors to the City of Marshall.

The City of Marshall hereby ordains:

CHAPTER 92 HEALTH AND SANITATION; NUISANCES

HEALTH NUISANCES

Sec. 92.01 Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Building materials means, but is not limited to, lumber, bricks, concrete or cinder blocks, plumbing materials, electrical wiring or equipment, heating ducts or equipment, shingles, mortar, concrete or cement, nails, screws or any other materials used in constructing any structure.

Enforcement officer means the Chief of Police or any employee assigned or designated by the Chief of Police, or by the city manager, charged with the responsibility for administering and enforcing the provisions of this chapter.

Free standing solid fuel burning appliance means any device which operates by the burning of wood or other solid fuel and is designed, intended, or used to provide heat and/or hot water to a structure in which the device is not located.

(1) *Prohibition.* It shall be unlawful to install or operate a free-standing solid fuel-burning appliance, and to cause or permit the installation or operation of a free-standing solid fuel-burning appliance, within the city, except within I-1 (Research and Technical) and I-2 (Heavy Industrial) zoning districts.

(2) *Permit; inspection.* No free-standing solid fuel burning appliance erected in compliance with this chapter shall be allowed unless a valid permit is issued through the City of Marshall. Any permitted free standing solid fuel burning appliance shall be subject to safety inspection by the City of Marshall Fire Department.

(3) *Conflicts.* This section shall not be construed as an exemption or exception to any other provision of these codified ordinances or any other code adopted by reference as an ordinance for which the city is an enforcing agency. In the event of a conflict between the provisions of this section and any other ordinance or other provision of law, the more restrictive provision shall apply.

(4) *Existing uses.* This section shall not apply to any free-standing solid fuel-burning appliance that was installed, connected, and operating as of the effective date of the ordinance from which this section is derived. However, this section shall not be deemed as an authorization for the use of any preexisting free-standing solid fuel-burning appliance and shall not be deemed to bar, limit, or otherwise affect the rights of any person to take private legal action regarding damage or nuisance caused by the use of a free-standing solid fuel-burning appliance.

(5) *Violations; declaration of nuisance.* Any free-standing solid fuel-burning appliance installed or operated in violation of this section is declared to be nuisance per se.

Exterior **means any area of property which is not within a fully enclosed and covered building, except in refuse containers in compliance with Chapter 50 of this Code.** ***Exterior*** **includes porches, decks, balconies, landings or other places which are not fully enclosed.**

Garbage means rejected organic waste including waste from the accumulation of animal, fruit or vegetable matter used or intended for use in the preparation, use, cooking, processing or storing of meat, fish, fowl, fruit, vegetable or other food; accumulations of leaves, branches, cut grass or other vegetation. Excluded from the definition is organic waste which is contained within managed compost.

Harborage means any premises within which, or upon which is located rats, mice, grain moths, grain berries, flour beetles, cockroaches, or any other vermin, or traces, droppings, trails, runs or other evidence of the presence of rodents or vermin.

Litter ~~*means*~~ ***and Junk*** **includes but is not limited to, rubbish, refuse, garbage, trash, items which are inoperable and not suitable for use as intended, waste paper, glass, cans, bottles, trash, tobacco product discards, cardboard, food containers or wrappings, discarded or broken furniture, discarded appliances, inoperable or discarded machinery, inoperable or discarded power equipment or**

parts thereof, inoperable or discarded non-power equipment or parts thereof, unused tires, cartons, boxes, crates, rags, discarded clothing, bedding, floor covering, construction or building material debris, discarded metal materials, scrap materials of any kind, debris and waste material of any kind.

Owner means:

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

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

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

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

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

Prohibited vegetation means:

(1) Poisonous or injurious vegetation, including, but not limited to, poison ivy (Toxicodendron radicans), poison oak (Toxicodendron toxicarium) and poison sumac (Toxicodendron vernix).

(2) "**Noxious Weeds" as defined and listed as restricted or prohibited weeds by the state department of agriculture (MDA) and noxious weeds as listed by the U.S. Department of Agriculture (USDA), as amended from time to time.**

(3) Any grass, weeds or undergrowth higher than eight (8) inches with the following exceptions:

(a) Managed landscaping;

(b) **Developed and Undeveloped parcels which are naturally wooded or consist of landscaping grasses or a combination thereof, and are consistent with the general character of the plant growth, grass growth, and landscaping in the surrounding neighborhood.**

(c) No Mow May. City council may on an annual basis, by resolution voted upon no later than March 31st, permit the growth of grass, weeds or undergrowth to exceed the height of eight (8) inches during the month of May.

(4) Undeveloped parcels which do not meet the criteria set forth in subsections (a) or (b) above, and are within, or contiguous to residential zoning districts, shall be maintained as follows: All grass, weeds or undergrowth shall not exceed a height of eight (8) inches.

(5) Undeveloped parcels which are not contiguous to a residential district, MRFD or MHPD districts, and do not meet the criteria set forth in subsections (a) or (b) above, shall be maintained as follows: All grass, weeds or undergrowth shall not exceed a height of eight (8) inches along all property lines which border a road or developed property, for a width of twenty (20) feet from the edge of the road, curb or property line.

Property means any parcel or tract of land, including adjacent public right of way and any building, containers or items located thereon.

Wholly enclosed means having four adjoining walls and a roof. Any window or door opening in a wall shall be capable of being completely closed.

(Ord. 09-01, passed 5-4-2009; Am. Ord. 2012-03, passed 6-18-2012)

Sec. 92.02 Jurisdiction.

The enforcement officer shall have jurisdiction throughout the city in the administration and enforcement of this chapter and relevant state laws including all regulations or amendments hereafter adopted unless otherwise specifically stated. The burden of proof is on the enforcement officer to establish a violation of this chapter.

(Ord. 09-01, passed 5-4-2009)

Sec. 92.03 Enforcement.

Any premises shall be subject to inspection by the enforcement officer, and the enforcement officer may collect such samples for laboratory analysis or other further inspection as he or she deems necessary for the enforcement of this chapter, as permitted by law.

(Ord. 09-01, passed 5-4-2009)

Sec. 92.04 Nuisances prohibited.

No owner shall commit, create, permit or maintain a nuisance. Nuisance shall include but not be limited to the **following:**

(A) **The creation or maintenance of litter, harborage, garbage, refuse, rubbish, noxious weeds, any activity prohibited by this chapter and any other act, omission, defect or condition which annoys, injures, or threatens injury, endangers or threatens to endanger, the health, safety, comfort or repose of the public or property values.**

(B) **The placement or maintenance of upholstered furniture, or other furniture which is not intended or designed for outdoor use, in exterior areas.**

(C) **Litter and junk, as defined under and Sec. 92.01 Definitions, and the placement and maintenance thereof.**

(Ord. 09-01, passed 5-4-2009)

~~**Sec. 92.04.1 Conciliation conference.**~~

~~When, in the opinion of the enforcement officer, an apparent violation of this chapter could be resolved informally, the enforcement officer may offer a property owner an opportunity for a conciliation conference.~~

~~(A) The purpose of a conciliation conference is to avoid unnecessary enforcement proceedings and to encourage a greater understanding of the issues involved in the apparent violation by all parties by providing a process for the enforcement officer and the owner to present information to each other.~~

~~(B) If given, notice of the conciliation conference shall be delivered to the owner identifying the time and place of a conciliation conference and the name, mailing address and telephone number of an individual designated by the city to conduct the conference. The notice shall provide that if the owner does not attempt or promptly reschedule the conciliation conference, other enforcement action will ensue, as permitted by this chapter.~~

~~(C) The conciliation conference may result in an agreement between the city and the property owner concerning application of this chapter to the property. Such an agreement shall be binding upon both parties.~~

~~(D) The failure of the enforcement officer to provide notice of a conciliation conference, or the failure of the owner to attend or promptly reschedule a conference shall have no effect on either party's procedural or substantive rights under this chapter.~~

~~(Ord. 09-01, passed 5-4-2009)~~

Sec. 92.05 Abatement of nuisances.

Any structure, condition or activity prohibited by this chapter may be abated by the enforcement officer in accordance with the following procedure:

(A) ***Publication.*** **Notice of the provisions of this section shall be published in the newspaper circulating within the City, at least once a year between April and September.**

(B) *Written notice.* The enforcement officer shall give written notice to one or more owners, specifying the nature of the violation and the corrective action to be taken. The owner shall cure the violation within ~~15~~ **5** days of the date notice is served.

(C) *Right to appeal.* The notice shall inform the recipient of his or her right to appeal the determination of the enforcement officer by completing and submitting to the city clerk a claim of appeal form within ~~ten~~ **5 business** days of the service of the notice being appealed. Appeal forms shall be available at the city clerk's office. Submission of an appeal shall constitute acknowledgment of service of the notice to abate. If an appeal is filed, as

provide herein, abatement shall not occur without a court order, unless, in the opinion of the enforcement officer, the nuisance is likely to cause immediate, death, injury or property damage.

(D) If the notice of violation is not appealed nor complied with, City officials may institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation. Such legal or court action shall serve as notice. Any action taken by the City on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

(E) *Notice.*

(1) Notice shall be served by either of the following:

(a) Delivering the notice to an owner personally; or

(b) Mailing the notice by first class mail to an owner and posting the notice in some conspicuous place on the premises.

(2) If, after the expiration of the time limit in said notice, the person responsible for the creation, commission, or maintenance of any nuisance shall not have complied with the requirements thereof, the enforcement officer may abate the nuisance and the costs shall be assessed as provided **by law. ~~herein.~~** The foregoing notice requirements shall not apply in the event the nuisance, in the opinion of the enforcement officer, is likely to cause immediate death, injury or property damage.

(Ord. 09-01, passed 5-4-2009)

Sec. 92.06 Abatement of nuisances by the city; costs.

The costs of abatement incurred by the city shall constitute a personal debt to the owner or owners of the property. If there is more than one owner, liability for the costs shall be joint and several. If the owner does not pay the debt within five days after receiving an invoice for costs incurred, interest shall accrue at a rate of six percent per annum and the city may, at its option, assess the debt as a lien against the property, which may be billed as a part of the tax applicable to the land, provided notice has been given under section 92.05.

(Ord. 09-01, passed 5-4-2009)

~~**Sec. 92.07 Appeals; hearing.**~~

~~Appeals from a notice of abatement shall be made to the zoning board of appeals. Appeal shall be made in accordance with the procedure set forth herein and failure of the person to comply with the provisions shall constitute grounds for denial of the appeal. The following procedures shall apply:~~

~~(A) *Time period for filing appeal.* Any person served with a notice to abate may make an appeal by completing and submitting to the city clerk a claim of~~

~~appeal form within ten **5** days of the service of the notice or order being appealed. Appeal forms shall be available at the city clerk's office. Submission of any appeal shall constitute acknowledgment of service of the notice to abate. An appeal filed under this section shall stay abatement pending the appeal board decision.~~

~~(B) *Appeal fee.* An appeal fee in an amount determined by resolution of the city council shall be submitted with any claim of appeal.~~

~~(C) *Procedure prior to hearing.* Upon receipt of a completed claim of appeal and appeal fee, the city clerk shall forward copies of the claim of appeal and a copy of the notice appealed from to members of the appeal board. The clerk shall schedule a hearing to be held within two weeks of the filing of the appeal. The clerk shall serve notice of the hearing to appeal board members, the enforcement officer and to the person filing the appeal. Notice to the person filing the appeal shall be by first class mail to the address provided on the claim of appeal form.~~

~~(D) *Hearing procedures.* The appeal board shall provide the appellant and the enforcement officer not less than 20 minutes each to present testimony or other evidence in support of their respective positions. The appeal board shall, upon a de novo review, affirm, modify or reverse the notice being appealed any may, upon good cause, order a refund of the appeal fee to the appellant. The board's specific findings and determinations shall be preserved by the city clerk or its designated representative. If the board affirms the enforcement officer's determination, in whole or in part, the appellant shall comply with the decision of the board within ten days of the hearing or by an alternate date if the board directs. Failure to comply with the board's decision shall be a violation of this Code and the enforcement officer shall abate the nuisance in accordance with the decision of the appeal board and costs shall be assessed in accordance with section 92.06.~~

~~(E) *Appeals to circuit court.* The decision of the appeal board is appealable by right to the circuit court.~~

~~(Ord. 09-01, passed 5-4-2009)~~

Sec. 92.07 Other laws and regulations, remedies severable.

(A) The provisions of this chapter are minimum standards. Where any of the provisions of this chapter and the provisions of any other local or state law or regulations apply, the more restrictive shall prevail.

(B) Any action taken by the city to abate any nuisance under the provisions herein shall not affect the right of the city to institute proceedings against the person, persons or entity in violation and shall not affect the imposition of penalty described for such violation, nor prevent application by the city to any court of competent jurisdiction to restrain or enjoin violations or threatened violations.

(Ord. 09-01, passed 5-4-2009)

Sec. 92.08 Vacated property.

All persons, including representatives of firms or corporations vacating any dwelling, storeroom, apartment or other property shall within 48 hours after vacating the property, remove or cause to be removed all litter from the property.

(Ord. 09-01, passed 5-4-2009)

Sec. 92.9 Building materials.

No person shall store, place, or permit to be stored or placed, or allowed to remain, any building materials unless:

(A) There is in force a valid building permit issued for the premises and such materials are intended for use in connection with such construction; or

(B) Are part of stock or trade of business located upon such property; or

(C) Are stored within a wholly enclosed structure.

(Ord. 09-01, passed 5-4-2009)

Sec. 92.10 Penalties.

~~A violation of any section of this chapter is a municipal civil infraction.~~

~~(Ord. 09-01, passed 5-4-2009)~~

Any person or entity failing to comply with a notice of violation or order served in accordance with Chapter 92 shall be responsible for a municipal civil infraction or district court citation and shall be subject to a civil fine as set by Council resolution and/or court order. Repeat violations are determined based on the date of the commission of the violation. Municipal civil infraction violations are made payable at the City Municipal ordinance violation bureau. Each day that a violation continues beyond the time specified for compliance shall be deemed to be a separate offense. In addition, the City may institute appropriate proceedings at law or in equity to restrain, correct or abate such violation.

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

Conflicting Ordinances Repealed. Except as to prosecution and legal actions pending and saved pursuant to Savings Clause, any City Ordinances or parts of Ordinances in conflict with or inconsistent with any of the provisions of this Ordinance are repealed.

Severability. The provisions of this ordinance are severable, and if any section, sub-section, paragraph, sentence, clause, phrase, or portion of this ordinance is, for any

reason, held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of all remaining sections, sub-sections, paragraphs, sentences, clauses, phrases, or portions of this ordinance.

Section Headings. The section headings used in this ordinance are for convenience only and are not a part of this ordinance.

Effective Date. This ordinance shall take effect after it has been adopted by the City Council and upon publication.

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

Introduced by the _____ City Council this _____ day of _____, _____.

Motion by

Second by

Ayes:

Nays:

Absent:

Adopted by the _____ City Council this _____ day of _____, _____.

Motion by

Second by

Ayes:

Nays:

Absent:

Approved:

_____

_____, Mayor

I, _____, _____ City Clerk, certify this is Ordinance #_____ adopted by the _____ City Council at a meeting held the _____ day of _____, _____, a meeting held according to the Open Meetings Act, Public Act No. 267 of 1976, as amended. I further certify Ordinance #_____ was published in the _____, a newspaper of general circulation in the City of _____, the _____ day of _____, _____, subsequent to its adoption.

_____

_____, City Clerk

Introduced:

Public Hearing:

Adopted:

Published:

Effective: