

Mayor Jim Schwartz
Council Member Scott Wolfersberger
Council Member Joe Caron
Council Member Jacob Gates



Council Theresa Chaney-Huggett
Council Member Ryan Underhill
Council Member Ryan Traver
City Manager Derek N. Perry

CITY COUNCIL AGENDA

April 3, 2023
Regular Meeting - 7:00 PM

- 1) **CALL TO ORDER**
- 2) **ROLL CALL**
- 3) **INVOCATION** Kris Tarkiewicz- Family Bible Church
- 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 five (5) minutes. Comments should address AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion (Item 10) of the meeting agenda. Non-Agenda items should 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- March 20, 2023
Regular Session - March 20, 2023
 - B. **City Bills**

Purchases- 3/17/23	\$74,348.16
Purchases- 3/21/23	\$187,349.83
Purchases- 3/24/23	\$132,034.27
TOTAL	
- 8) **PRESENTATIONS AND RECOGNITIONS**
 - A. **DEPUTY CLERK INTRODUCTION AND OATH OF OFFICE**
 - B. **COUNTY SENIOR SERVICES MILLAGE ANNUAL REPORT**
 - C. **CCCD A RECOGNITION PROCLAMATION**
- 9) **INFORMATIONAL ITEMS**
 - A. **DISTRIBUTION OF FY 2024 PROPOSED BUDGET TO COUNCIL - SCHEDULE COUNCIL WORK SESSION**
- 10) **PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION**

- A. SCHULER'S RENTAL REHABILITATION GRANT CLOSEOUT
- B. 125-127 WEST MICHIGAN AVENUE OPRA
- C. MARIHUANA ODOR ORDINANCE UPDATE

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

- A. PA 425 CONDITIONAL LAND TRANSFER REQUESTS (MARSHALL TOWNSHIP)- INTRODUCTION AND SET PUBLIC HEARING
- B. 421/423 MITCHELL SPECIAL LAND USE- SET PUBLIC HEARING
- C. AMP SMART THERMOSTAT PROGRAM
- D. MICHIGAN AMP BOARD OF TRUSTEES ALTERNATE APPOINTMENT
- E. LEAD LINE SERVICE REPLACEMENT AND INVESTIGATION
- F. FARMERS MARKET GRANT SUBMISSION REQUEST
- G. TITLE VI NON-DISCRIMINATION PLAN UPDATE

13) APPOINTMENTS / ELECTIONS

- A. MARSHALL DISTRICT LIBRARY BOARD REPRESENTATIVE APPOINTMENT

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 five (5) minutes. Comments should address NON-AGENDA ITEM topics. Public Hearing items should 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

March 20, 2023

Work Session - 6:00 PM

1) CALL TO ORDER

IN A REGULAR SESSIONS held on Monday, March 20, 2023 at 6:00 PM in the Council Chambers of Town Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Schwartz.

2) ROLL CALL

Roll was called:

Present: Mayor Schwartz, Joe Caron, Theresa Chaney-Huggett, Ryan Traver, Scott Wolfersberger

Also Present: Director Perry and Clerk Eubank

Absent: Jacob Gates and Ryan Underhill

3) PUBLIC COMMENT ON AGENDA ITEMS - Persons addressing 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 five (5) minutes on any agenda item.

NONE

4) DISCUSSION ITEMS

A. BROOKS FIELD AIRPORT

Director Zuzga, Craig Griswald, Brooks Field Aiport Manager, and members of the airport board gave background on current operations and potential projects.

5) PUBLIC COMMENT ON NON-AGENDA ITEMS

Persons addressing 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 five (5) minutes on any item not on the agenda.

6) ADJOURNMENT

The meeting was adjourned at 6:47 p.m.

CITY COUNCIL MINUTES

March 20, 2023

Regular Meeting - 7:00 PM

1) CALL TO ORDER

IN A REGULAR SESSIONS held on Monday, March 20, 2023 at 7:00 PM in the Council Chambers of Town Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Schwartz.

2) ROLL CALL

Roll was called:

Present: Mayor James Schwartz, Joe Caron, Theresa Chaney-Huggett, Ryan Traver, Scott Wolfersberger

Also Present: Manager Perry and Clerk Eubank

Absent: Jacob Gates and Ryan Underhill

Moved Joe Caron, supported Ryan Traver to excuse members Jacob Gates and Ryan Underhill. On a voice vote: **MOTION CARRIED.**

3) INVOCATION

Scott Loughrige of Cross Road Church and Ministries led the invocation.

4) PLEDGE OF ALLEGIANCE

Mayor Schwartz led the Pledge of Allegiance.

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

Mayor Schwartz noted that the agenda needed to be amended to include item 7D-Schuler's Rental Rehabilitation Grant Closeout- Set Public Hearing, in the consent agenda.

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

Ayes: Joe Caron, Theresa Chaney-Huggett, Ryan Traver, Scott Wolfersberger, James Schwartz

Nays: None

Abstain: None

MOTION CARRIED.

6) PUBLIC COMMENT ON AGENDA ITEMS - Persons addressing 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 five (5) minutes on agenda items.

NONE

7) CONSENT AGENDA

Moved Scott Wolfersberger, supported Ryan Traver to approve the consent agenda as amended . On a roll call vote:

Ayes: James Schwartz, Joe Caron, Theresa Chaney-Huggett, Ryan Traver, Scott Wolfersberger

Nays: None

Abstain: None

A. City Council Minutes

Work Session- March 6, 2023

Regular Session - March 6, 2023

B. City Bills

Purchases- 3/3/23

\$72,930.92

Purchases 3/10/23

\$207,934.71

February Power Purchase

\$809,977.80

TOTAL

\$1,090,843.43

C. 125-127 WEST MICHIGAN AVENUE OPRA- INTRO AND SET PUBLIC HEARING

D. SCHULER'S RENTAL REHABILITATION GRANT CLOSEOUT

8) PRESENTATIONS AND RECOGNITIONS

A. DAVE PHANER- BROOKS NATURE CENTER

Due to technical difficulties, the presentation was postponed.

9) INFORMATIONAL ITEMS

10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

A. 2026 MDOT BRIDGE PROGRAM GRANT SUBMISSION

Moved Ryan Traver, supported Joe Caron to approve the MDOT Bridge Program grant application for South Marshall Avenue bridge over Rice Creek for fiscal year 2026 and authorize the City Clerk to sign Resolution 2023-9 committing the City to the funding match requirements of the program. On a voice vote: **MOTION CARRIED.**

B. WASTEWATER TREATMENT PLANT CLARIFIER REHABILITATION

Moved Theresa Chaney-Huggett, supported Scott Wolfersberger to approve the equipment purchase contract with Westech in the amount of \$434,586 with a contingency of \$44,000 and the construction engineering amount, to be executed under the City's Master Service Agreement with Stantec, in the amount of \$35,500. On a roll call vote:

Ayes: James Schwartz, Joe Caron, Theresa Chaney-Huggett, Ryan Traver, Scott Wolfersberger

Nays: None

Abstain: None

MOTION CARRIED.

C. MARSHALL AREA FARMERS MARKET ANNUAL UPDATE

Moved Joe Caron, supported Ryan Traver to receive the Annual Update Report and approve the use of City parking lot #11 for the 2023 Marshall Area Farmers Market starting on May 6, 2023. On a voice vote: **MOTION CARRIED.**

D. MARIHUANA ODOR ORDINANCE UPDATE- INTRO AND SET PUBLIC HEARING

Moved Scott Wolfersberger, supported Ryan Traver to introduce and set a Public Hearing for Ordinance 2023-07. On a voice vote: **MOTION CARRIED.**

13) APPOINTMENTS / ELECTIONS

14) PUBLIC COMMENT ON NON-AGENDA ITEMS

Persons addressing 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 five (5) minutes on non-agenda items.

Laura Bartlett of N Linden St spoke in opposition to Ford.

Debra Bonaire of 9960 13 1/2 Mile Rd spoke in opposition to Ford.

Mark Robinson of 1114 Fennimore spoke in opposition to the megasite.

Jason Blanchard of 311 N Madison spoke in opposition to the megasite.

15) COUNCIL AND MANAGER COMMUNICATIONS

Wolfersberger stated that the Zoning Board of Appeals approved a variance for a sign for Schuler's and a use variance for 302 N Madison.

Perry noted that Jim Daily will not be renewing his term on the ZBA and that there are other appointments that will need to be made in the next month.

16) ADJOURNMENT

The meeting was adjourned at 8:07 p.m.

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 03/17/2023 - 03/17/2023
UNJOURNALIZED
OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
02282023	AD-VISOR & CHRONICLE	AD NO. 6100458 ADS 2/4, 2/11, 2/25		2,697.10
9135118299	AIRGAS USA, LLC	PAYER NO. 1438173 GLOVES		481.19
92791	ALL-TRONICS, INC.	SEMI-ANNUAL MONITORING SERVICE AT MARSHA		120.00
92792	ALL-TRONICS, INC.	2023 Q2 FIRE ALARM MONITORING AT POWER H		81.00
92793	ALL-TRONICS, INC.	2023 Q2 FIRE ALARM MONITORING AT WATER P		81.00
498799	ASCENSION MICHIGAN EMP	DOT PHYSICAL EXAM/DRUG SCREEN - CRUZ, CH		163.00
269781843103-2023	AT&T	ACCT NO. 269 781-8431 746 9 AIRPORT MARC		264.13
269781949203-2023	AT&T	ACCT NO. 269 781-9492 594 7 MARSHALL HOU		253.20
269789901103-2023	AT&T	ACCT NO. 269 789-9011 599 1 MRLEC MARCH		224.08
12427	BUD'S TOWING & AUTOMOT	MAINTENANCE TO D.A.R.T BUS #6		134.46
12432	BUD'S TOWING & AUTOMOT	MAINTENANCE TO D.A.R.T BUS #7		101.75
8758	DOUGLAS CORPORATION	WATER PLANT CHLORINE BOOSTER PUMP OVERHA 2023.111		1,500.00
032073	ENVIRONMENTAL RESOURCE	ACCT NO. C381602 WWTP LAB SUPPLIES		155.94
032075	ENVIRONMENTAL RESOURCE	ACCT NO. C381602 WWTP LAB SUPPLIES		785.29
4766	GOODWIN'S PLUMBING, LL	SERVICE AT MRLEC RESTROOM 2/27/23		387.98
25230613	GRANGER WASTE SERVICES	ACCT NO. 2782490 COMMERCIAL/WASTE MARCH		1,054.72
25220798	GRANGER WASTE SERVICES	ACCT NO. 18400290 RESIDENTIAL MARCH 2023		29,987.52
25229213	GRANGER WASTE SERVICES	ACCT NO. 2890780 875 E. MICHIGAN AVE MAR		183.50
25199239	GRANGER WASTE SERVICES	ACCT NO. 18422860 CITY BUILDINGS/RECYCLI		110.28
2328419	GRIFFIN PEST SOLUTIONS	ACCT NO. 197892 SERVICES AT FIRE STATION		42.00
184	HERMANS ELECTRICAL SER	SERVICE AT DPW/GARAGE & DOWNTOWN TREES		1,642.43
34326599	LINDE GAS & EQUIPMENT	CUST NO. 59879658 GAS		142.29
03022023	LOWES BUSINESS ACCOUNT	ACCT NO. 821 3023 902596 5 MARSHALL HOU		1,218.00
03152023	LOYER, MARCIA L.	MARSHALL HOUSE RESIDENT RENT/DEPOSIT REF		349.00
03/16/2023	MICHEL, GAIL	UB refund for account: 101580017		22.43
483125	NORTH CENTRAL LABORATO	WWTP FLUORIDE PROBE ACCESSORIES FOR WATE 2023.015		158.98
483569	NORTH CENTRAL LABORATO	WWTP LAB INSTRUMENTS 2023.015		1,476.14
483978	NORTH CENTRAL LABORATO	WWTP FLUORIDE PROBE FOR WATER PLANT 2023.015		975.39
312230	PRINTLINK	COMPOST CENTER ANNUAL PASS & PUNCH CARDS		185.52
03032023	QUADIENT FINANCE USA,	ACCT NO. 7900 0440 5582 9307 POSTAGE MAR		3,000.00
N9834627	QUADIENT LEASING USA,	ACCT NO. 01041574 POSTAGE MACHINE LEASE		584.52
22-0337	QUALITY EXCAVATORS, IN	INSTALLED WATER SERVICE FROM BASEMENT TO		1,835.00
70874420	ROSE PEST SOLUTIONS	CLIENT NO. 70019775 MARSHALL HOUSE SERVI		128.00
70869856	ROSE PEST SOLUTIONS	CLIENT NO. 70019775 MARSHALL HOUSE SERVI		1,465.00
1600	SERVPRO OF BRANCH & SO	MARSHALL HOUSE SEWAGE REMEDIATION 11/9/2		1,055.76
03/17/2023	SHELDON, KIMBERLY	UB refund for account: 1000440002		35.25
10575	SIGNWORLD CONCEPTS	VENDOR NO. 7471 REFLECTIVE VINYL NUMBERS		100.00
03/16/2023	TAYLOR POTTER	UB refund for account: 3496		179.38
154	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$132/2023.163		5,082.00
275741	USABLUBOOK	CUST NO. 859103 WWTP LAB SUPPLIES		999.41
9929101769	VERIZON WIRELESS	ACCT NO. 987146080-00001 MARCH 2023		1,737.70
394177	WESTECH RIGGING SUPPLY	ORDER #112288 WINCH ROPE		1,042.82
87738054	WEX BANK	ACCT NO. 0470-00-462076-1 FUEL MARCH 202		10,682.97
03022023	WOW! INTERNET-CABLE-PH	ACCT NO. 010040764 MARSHALL HOUSE MARCH		1,442.03
GRAND TOTAL:				74,348.16

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 03/21/2023 - 03/21/2023
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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
1X9G-KNWT-GFKX	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 OIL PADS		291.99
1QH7-WFQ7-XJRP	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 DADDY DAUGHTER D		438.78
1CJP-7CXM-WGDG	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 BARCODE SCANNER		42.91
194W-VWTG-WTTY	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 ELECTRIC TAPE		56.00
17TC-RYCY-3XLW	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 AMERICAN FLAG		38.99
1WK1-XP9X-7CGW	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 USB ADAPTER		21.77
1CX1-VM9H-P3TQ	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 ZIP TIES		31.98
1YCG-3LVX-19V1	AMAZON CAPITAL SERVICE	BOOT ALLOWANCE - HUG, ERIN		115.25
19FV-F9FV-4P7R	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 FLASH DRIVES		37.10
5974	AUGUST ENVIRONMENTAL S	QUARTERLY WASTE WATER LAB SERVICES		1,404.00
225-504332	AUTO VALUE MARSHALL	GARAGE/STREETS - TRANSMISSION FLUID		75.79
225-504371	AUTO VALUE MARSHALL	GARAGE/STREETS - FUEL FILTER, DIESEL ADD		34.72
225-504395	AUTO VALUE MARSHALL	GARAGE/STREETS - TITANIUM EPOXY		10.38
225-504432	AUTO VALUE MARSHALL	GARAGE/STREETS - WINDOW SWITCH		144.99
225-504452	AUTO VALUE MARSHALL	GARAGE/STREETS - OIL FILTER		8.37
225-504485	AUTO VALUE MARSHALL	GARAGE/STREETS - AIR/FUEL/OIL FILTERS		444.08
225-504527	AUTO VALUE MARSHALL	GARAGE/STREETS - DEICER, TRANSMISSION FL		150.66
225-504549	AUTO VALUE MARSHALL	GARAGE/STREETS - TRANSMISSION FLUID		82.68
225-504554	AUTO VALUE MARSHALL	GARAGE/STREETS - MICRO BLADE FUSE ASSORT		19.47
225-504611	AUTO VALUE MARSHALL	GARAGE/STREETS - ALUM ELBOW, TUBING		205.35
225-504632	AUTO VALUE MARSHALL	GARAGE/STREETS - BAND CLAMP		27.42
225-504671	AUTO VALUE MARSHALL	GARAGE/STREETS - FUEL FILTER, DIESEL ADD		39.56
2265463435	AUTOZONE, INC.	CUST NO. 463568 RESCUE-12 MAINTENANCE PA		35.98
03042023	BRONSON HEALTHCARE GRO	ACCT NO. 700003456 DOT PHYSICAL - SUNDBE		85.00
23-160	CANYON INDUSTRIES, INC	HYDRO #1 REPAIRS - BEARING REPLACEMENT	2023.149	5,248.17
23-161	CANYON INDUSTRIES, INC	HYDRO #1 & #3 CLEANING AND INSPECTION	2023.149	5,100.00
2023MY0030	CFS INSPECTIONS	INSPECTION OF MARSHALL FD TOWER 12		1,200.00
763664	CHR SOLUTIONS	FIBERNET SUPPORT CONTRACT - MARCH 2023	2023.098	5,100.00
51334	COBAN TECHNOLOGIES, IN	MARSHALL PD BODY CAM REPAIR		125.00
10121730	CRYSTAL FLASH MARSHALL	ACCT NO. 051300000 DYED DIESEL 3/9/23		2,911.26
613403	DARLING ACE HARDWARE	CUST NO. 1650 - POWER HOUSE		19.99
614158	DARLING ACE HARDWARE	CUST NO. 1650 - FIBERNET		16.98
614261	DARLING ACE HARDWARE	CUST NO. 1650 - MARSHALL HOUSE		72.94
614509	DARLING ACE HARDWARE	CUST NO. 1650 - WASTE WATER		31.98
614633	DARLING ACE HARDWARE	CUST NO. 1650 - FIBERNET		12.99
IN-30097113	DUBOIS CHEMICALS INC.	ACCT NO. 870824 WASTE WATER POLYMER	2023.052	8,207.77
45139	DUNCAN & ALLEN LLP	CLIENT NO. 003154 SERVICES RELATED TO AT		1,334.00
0016915	ENG., INC.	LEGGITT ROAD AND S. KALAMAZOO DESIGN ENG	2023.106	5,744.07
IN102303020228	FS.COM INC	TRANSCIEVERS FOR FIBERNET	2023.186	1,372.00
4767	GOODWIN'S PLUMBING, LL	SERVICE AT CITY HALL RESTROOM 2/27/23		170.97
2322791	GRIFFIN PEST SOLUTIONS	ACCT NO. 3422841 SERVICES AT PSB		51.00
D371123-IN	ILLUSTRATUS, DIVISION	ACCT NO. 01-BT508 MARSHALL HOUSE SUBSCRI		46.93
174729	IMPACT SOLUTIONS	CLIENT NO. MARSH - ELECTION MAIL ENVELOP		162.68
174730	IMPACT SOLUTIONS	CLIENT NO. MARSH - ENVELOPE PROCESSING		7.00
174767	IMPACT SOLUTIONS	CLIENT NO. MARSH - BUSINESS CARDS (SCHWA		119.72
174717	IMPACT SOLUTIONS	CLIENT NO. MARSH - COUNCIL CHAMBER NAME		419.96
02282023	INTERSTATE BILLING SER	ACCT NO. 594507 PURCHASE FROM CARLETON E		2,996.70
30106	J AND K PLUMBING SUPPL	WASTE WATER - PIPE PLUG		7.27
30231	J AND K PLUMBING SUPPL	GARAGE/STREETS - CONNECTOR		1.78
INV040055	KNIGHT WATCH, INC	MARSHALL HOUSE 3 MONTH FIRE MONITORING		240.00
202225.10 - 223025	LAWSON-FISHER ASSOCIAT	2022 WATER QUALITY MONITORING & REPORTIN	2023.011	467.38
28020	LEGG LUMBER	DDA - HYDRAULIC WATER STOP, MORTAR MIX		59.96
223018	LEID PRODUCTS	SERVICE CALL FOR MRLEC LEID PROPERTY LOC		842.83
1720997-20230228	LEXISNEXIS RISK DATA M	BILLING ID: 1720997 FEBRUARY 2023		100.00
34551708	LINDE GAS & EQUIPMENT,	CUST NO. 59879658 GAS		255.85
5	MCSA GROUP, INC.	PROFESSIONAL SERVICES FOR EATON PARK DES	2023.092	6,610.00
S5170176.001	MEDLER ELECTRIC COMPAN	CUST NO. 979 ELECTRIC TAPE		111.59
S5170176.002	MEDLER ELECTRIC COMPAN	CUST NO. 979 ELECTRIC TAPE		154.83
S5172534.001	MEDLER ELECTRIC COMPAN	CUST NO. 979 400W MH LAMP		110.00
S5147562.001	MEDLER ELECTRIC COMPAN	CUST NO. 979 GE LED LIGHT FIXTURES	2023.156	4,235.29
S5149127.001	MEDLER ELECTRIC COMPAN	CUST NO. 979 RAB LED LIGHT FIXTURES	2023.190	3,571.43
S5172534.002	MEDLER ELECTRIC COMPAN	CUST NO. 979 100W HPS BULB		170.98
20230322179	METRO WIRELESS	ACCT NO. 903 APRIL 2023 BUSINESS DATA SE	2023.105	2,500.00
92841696	MSC INDUSTRIAL SUPPLY	CUST NO. 02356117 SAFETY GLASSES		83.40
92933316	MSC INDUSTRIAL SUPPLY	CUST NO. 02356117 SAFETY VESTS		353.52
NNS46077	NEONOVA NETWORK SERVIC	ISP TECH SUPPORT FEBRUARY 2023		1,000.00
483859	NORTH CENTRAL LABORATO	ACCT NO. 27850 WASTE WATER LAB SUPPLIES	2023.015	827.16
117646	O'LEARY WATER CONDITIO	FIRE DEPT - SALT & WATER JAN/FEB 2023		126.50
117647	O'LEARY WATER CONDITIO	POWER HOUSE - COOLER & WATER FEB/MAR 202		87.50
4788-347829	O'REILLY FIRST CALL	ACCT NO. 1741510 MOTOR OIL		34.99
71455	PEERLESS MIDWEST, INC.	WELLHEAD PROTECTION PROGRAM (WHPP) PLAN	2022.292	3,525.00
56726280	POWER LINE SUPPLY	BOOT ALLOWANCE - SANDERS, TIM		167.00
56726309	POWER LINE SUPPLY	CUST ID: 100402 GUY STRAIN		371.68
56726312	POWER LINE SUPPLY	CUST ID: 100402 METER HUBS		76.00
56726579	POWER LINE SUPPLY	CUST ID: 100402 BUCKET HOOKS		102.00
56728089	POWER LINE SUPPLY	CUST ID: 100402 ELECTRIC INVENTORY		727.17
56728141	POWER LINE SUPPLY	CUST ID: 100402 HARD HATS		40.32
15758	RICE'S SHOES, INC	BOOT ALLOWANCE - WISE, JOSH		215.00
12845	SOUND EFX PRODUCTION	2023 BLUES FEST STAGE		3,000.00

03/21/2023 08:48 AM
User: KWAGNER
DB: Marshall

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 03/21/2023 - 03/21/2023
UNJOURNALIZED
OPEN

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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
03132023	SVCICC	2023 MADCAD MEMBERSHIP		285.00
4322859	TAX-EXEMPT LEASING COR	LEASE PAYMENT ON MOTORPOOL VEHICLE LOAN	2023.201	102,424.30
160599934	ULINE	CUST NO. 9066352 FLAME RESISTANT SAFETY		1,076.99
1620057658	UNIFIRST CORPORATION	UNIFORM SERVICES - MARSHALL HOUSE 3/1/23		54.37
1620057655	UNIFIRST CORPORATION	UNIFORM SERVICES - DPW & GARAGE 3/1/23		56.69
1620057657	UNIFIRST CORPORATION	UNIFORM SERVICES - ELECTRIC & FIBER 3/1/		159.17
1620057656	UNIFIRST CORPORATION	UNIFORM SERVICES - POWER HOUSE 3/1/23		70.63
1620057653	UNIFIRST CORPORATION	UNIFORM SERVICES - WASTE WATER 3/1/23		44.29
1620057659	UNIFIRST CORPORATION	UNIFORM SERVICES - WATER 3/1/23		44.72
1620058348	UNIFIRST CORPORATION	UNIFORM SERVICES - MARSHALL HOUSE 3/8/23		54.37
1620058345	UNIFIRST CORPORATION	UNIFORM SERVICES - DPW & GARAGE 3/8/23		56.69
1620058347	UNIFIRST CORPORATION	UNIFORM SERVICES - ELECTRIC & FIBER 3/8/		166.61
1620058346	UNIFIRST CORPORATION	UNIFORM SERVICES - POWER HOUSE 3/8/23		70.63
1620058343	UNIFIRST CORPORATION	UNIFORM SERVICES - WASTE WATER 3/8/23		41.44
1620058349	UNIFIRST CORPORATION	UNIFORM SERVICES - WATER 3/8/23		44.72
101732	VC3 INC	ACCT NO. MAR11 OFFICE 365 LICENSES JAN -2023.194		7,411.20
101884	VC3 INC	ACCT NO. MAR11 HPE POINTNEXT TECH CARE 1		596.25
55511	VILLA ENVIRONMENTAL CO	AIRPORT QUARTERLY OPERATOR INSPECTION 3/		200.00
GRAND TOTAL:				187,349.83

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 03/24/2023 - 03/24/2023
UNJOURNALIZED
OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
65251	ALEXANDER CHEMICAL CORP	CUST NO. 100413 WWTP CHEMICALS	2023.023	2,522.24
1P1H-WXHQ-3KTJ	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 DISPLAY PORT CAB		131.99
1NC6-NMGL-1DVM	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 KEYBOARD & MOUSE		45.98
1LJ7-1YRH-7LD1	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 TIE DYE KIT, SOC		135.91
1RV4-DKDY-FWPX	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 TRUCABLE CAT6		191.98
6001724	AMP INC.	CUST NO. 11075 SPCC PLAN & MAERS		1,249.67
225-504790	AUTO VALUE MARSHALL	GARAGE/STREETS - VEHICLE BATTERY, SPRAY		176.79
225-504745	AUTO VALUE MARSHALL	GARAGE/STREETS - ELECTRICAL TAPE		16.52
03/24/2023	AUTOCAM CORPORATION	UB refund for account: 2801720006		97,210.97
158427	BOSHEARS FORD SALES, I	CUST NO. 51086 2017 FORD EXPLORER REPAIR		775.00
03232023	CALHOUN COUNTY TREASUR	2022 SUMMER DIST AD VALOREM FINAL		19.12
03232023	CALHOUN INTERMEDIATE S	2022 SUMMER DIST AD VALOREM FINAL		5.18
1292814	CLARK HILL PLC	CLIENT NO. K9950 PROFESSIONAL SERVICES T		696.00
CPSMN0003387	COLOSSUS, INC. DBA INT	CUST NO. MAR025 ONLINE RMS USERS APRIL 2		505.43
10041	COURTNEY & ASSOCIATES	MONTHLY RETAINER SERVICE FEBRUARY 2023		250.00
613787	DARLING ACE HARDWARE	CUST NO. 1650 - ELECTRIC		9.99
614529	DARLING ACE HARDWARE	CUST NO. 1650 - ELECTRIC		109.95
614540	DARLING ACE HARDWARE	CUST NO. 1650 - FIRE		16.98
INV68343	DORNBOS SIGN, INC.	TRAFFIC SERVICES - BRACKETS & BOLTS		463.00
03232023	EUBANK, MICHELLE	REIMBURSEMENT FOR EXPENSES AT MAMC CLERK		84.20
84182302	FIRST ADVANTAGE RESIDE	ACCT NO. 138549 RESIDENTIAL SCREENING AT		20.39
03132023	FREDS, MATT	REIMBURSEMENT FOR CDL FEE		25.00
120226787	GLOBAL INDUSTRIAL	CUST NO. 688867 SAFETY SHIRTS		161.24
9624831245	GRAINGER	ACCT NO. 804945673 PIPE PLUG		26.51
9631203354	GRAINGER	ACCT NO. 804945673 PAPER TOWELS		212.62
9633113353	GRAINGER	ACCT NO. 804945673 AMERICAN FLAG		50.29
03172023	HECOX, ART	2021 PROPERTY TAX REFUND OF INTEREST/PEN		204.52
03012023	HERITAGE CLEANERS	ACCT NO. 100243 POLICE DRY CLEANING FEB		344.00
3124670290	IDEXX DISTRIBUTION, IN	ACCT NO. 40552 WWTP LAB SUPPLIES		1,480.89
LTR4384C	INTERNAL REVENUE SERVI	APPLY TO TAX PERIOD ENDED SEP. 30, 2022		599.91
85591	JOSEPH M HIBLER OD PC	ACCT NO. 41428 SPECTACLE KIT FOR FIRE GE		162.00
03/24/2023	KATHLEEN OR DOUG VANDY	UB refund for account: 1478		63.13
03232023	KELLOGG COMMUNITY COLL	2022 SUMMER DIST AD VALOREM FINAL		3.04
0377909-IN	LACAL EQUIPMENT, INC.	CUST NO. 00-0105269 HOSE, NOZZLE, CLAMPS		1,168.27
42044	LAKELAND ASPHALT CORPO	2 TONS COLD PATCH		272.00
03/24/2023	MADDEN, KURT A	UB refund for account: 1400720004		238.60
03232023	MARSHALL DISTRICT LIBR	2022 SUMMER DIST AD VALOREM FINAL		2.77
14064	MDK GROUP	MRLEC SHRED SERVICES THROUGH 03/06/2023		155.00
S5172830.001	MEDLER ELECTRIC COMPAN	CUST NO. 979 CREDIT MEMO		(26.50)
S5155691.002	MEDLER ELECTRIC COMPAN	CUST NO. 979 FUSES		26.77
1855	MICHIGAN FIRE INSPECTO	2023 MFIS MEMBERSHIP - NASH, DUSTY		30.00
02232023-A	MICHIGAN FIRE INSPECTO	2023 MFIS WINTER CONFERENCE - NASH, DUST		140.00
20230210019	MICHIGAN PUBLIC POWER	MPPA ADMINISTRATIVE OVERHEAD JANUARY 202		62.26
20230310019	MICHIGAN PUBLIC POWER	MPPA ADMINISTRATIVE OVERHEAD FEBRUARY 20		62.26
03152023	MILLER, JUSTIN	REIMBURSEMENT FOR EXPENSES AT MPARKS CON		54.34
200005613	MPARKS - MICHIGAN REC	2023 GRAND EXPERIENCE DEPOSIT		250.00
4788-348219	O'REILLY FIRST CALL	ACCT NO. 1741510 WIRE WHEEL		11.98
03102023	OAKLAWN HOSPITAL	ACCT NO. 9950-56303/2907-56303 DRUG SCRE		165.00
00866633	PROFESSIONAL SERVICE I	CUST NO. 1124641 DIELECTRIC TESTING		2,709.00
895091	REDFIELD BROTHERS, INC	MRLEC BUILDING MAINTENANCE SERVICE CALL		286.40
70874026	ROSE PEST SOLUTIONS	CLIENT NO. 70019775 MARSHALL HOUSE SERVI		94.00
269024	TELNET WORLDWIDE	ACCT NO. 8948 MARCH 2023		1,315.68
1920	THE WOODHILL GROUP, LL	FINANCE & ACCOUNTING SERVICES FY2023 - F2023.056		4,109.54
155	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$132/H2023.163		4,158.00
03/24/2023	UNCOMMON THINGS LLC	UB refund for account: 2969		30.00
104126	VC3 INC	ACCT NO. MAR11 ADDITIONAL OFFICE 365 LIC		1,620.00
PA8428	VERMEER OF MICHIGAN, I	ACCT NO. MARSH010 TRENCH PARTS		428.46
215290	VISION METERING, LLC	CUST ID: 8382 2S REMANUFACTURED ELETRIC	2023.204	6,700.00
GRAND TOTAL:				132,034.27



ITEM 8.A

TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Michelle Eubank, City Clerk
DATE: April 3, 2023
SUBJECT: **DEPUTY CLERK INTRODUCTION AND OATH OF OFFICE**

The Marshall City Charter (Section 3.06) provides for the ability to appoint a Deputy City Clerk to perform the duties of the City Clerk in their absence. Recently, the City hired Ms. Jennifer Pickford to serve in the role of Deputy City Clerk/PSB Administrative Assistant.

To fulfill the role as an appointed City officer, the oath of office prescribed by Section 1 of Article 11 of the Constitution of 1963 of the State of Michigan must be taken by the holder.

BUDGET IMPACT:

The position is currently funded in the FY 2023 budget.

RECOMMENDATION:

The City Clerk will administer the oath of office to Ms. Jennifer Pickford to serve as the City of Marshall Deputy City Clerk/PSB Administrative Assistant.



Oath of Office

STATE OF MICHIGAN)
County of Calhoun) ss.

I, Jennifer Pickford, do solemnly swear that I will support the Constitution of the United States and the Constitution of this State and that I will faithfully discharge the duties of Deputy Clerk for the City of Marshall according to the best of my ability, so help me God.

Sworn to and Subscribed before me this)

_____ day of _____

A.D., 2023)

Jennifer Pickford

Michelle Eubank, Clerk



ITEM 8.B

TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
DATE: April 3, 2023
SUBJECT: COUNTY SENIOR SERVICES MILLAGE ANNUAL REPORT

Helen Guzzo, Calhoun County Senior Services Manager, will present the 2022 Senior Millage Annual Report and provide information on the upcoming Senior Expo at the Kellogg Arena being held on May 18, 2023.

BUDGET IMPACT:

RECOMMENDATION:

Receive the report from Calhoun County Senior Services Manager Helen Guzzo.

CITY OF MARSHALL, MICHIGAN

*****PROCLAMATION*****

**National Public Safety Telecommunicators Week
April 9-15, 2023**

WHEREAS, emergencies can occur at any time that require police, fire or emergency medical services; and,

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

WHEREAS, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone contact the Calhoun County Consolidated Dispatch Authority; and,

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

WHEREAS, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and,

WHEREAS, Public Safety Telecommunicators of the Calhoun County Consolidated Dispatch Authority have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

WHEREAS, each Public Safety Telecommunicator has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

THEREFORE, BE IT PROCLAIMED, that the City of Marshall declares the week of April 9 through 15, 2023, to be National Public Safety Telecommunicators Week, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Signed this 3rd day of April, 2023

Jim Schwartz, Mayor
City of Marshall, MI



ITEM 9.A

TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
William Dopp, Finance Director/ City Treasurer
DATE: April 3, 2023
SUBJECT: **DISTRIBUTION OF FY 2024 PROPOSED BUDGET TO COUNCIL -
SCHEDULE COUNCIL WORK SESSION**

As required by the City Charter, Section 9.02, we are pleased to provide the City Council with the proposed FY 2024 City annual budget. We are recommending that a Work Session be scheduled for Monday, May 1, 2023, at 6 PM to present and review the FY 2024 Proposed Budget.

The creation of the City's annual budget is a significant task for City Administration. We appreciate the effort put forth by the Council Budget Committee, Directors, and Department-Heads that contributed.

If you have any questions prior to the work session, please feel free to contact the City Manager or Finance Director.

BUDGET IMPACT:

None at this time.

RECOMMENDATION:

Receive the FY 2024 Proposed Budget and schedule a work session for Monday, May 1, 2023, at 6 PM to review and discuss.

City of Marshall, Michigan

FY 2024 Proposed Budget



Jim Schwartz, Mayor

Council Members:

Scott Wolfersberger, Ward One

Joe Caron, Ward Two

Jacob Gates, Ward Three

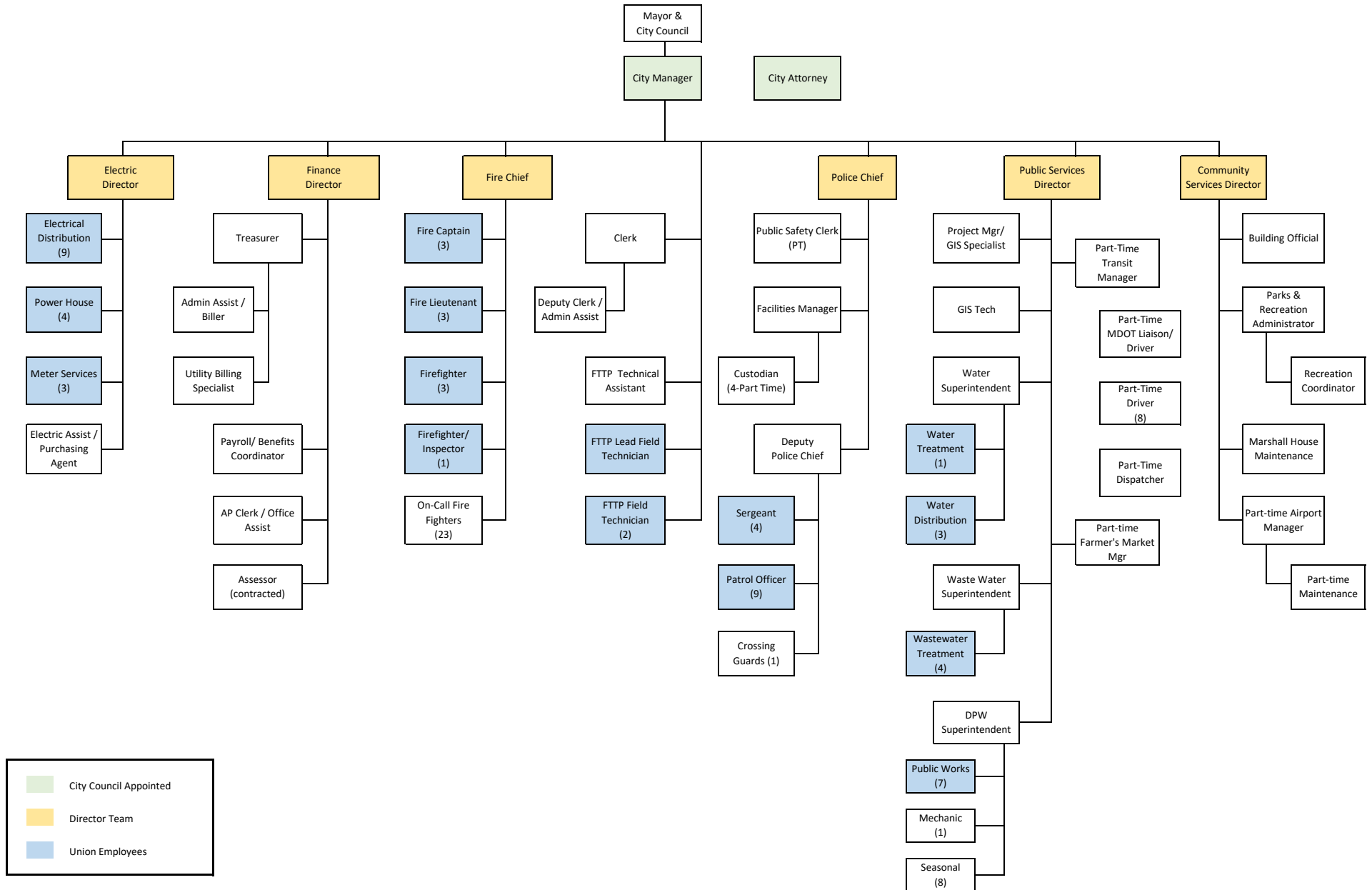
Theresa Chaney-Huggett, Ward Four

Ryan Underhill, Ward Five

Ryan Traver, At-Large

City of Marshall - Organization Chart

Revised 02/28/2023



BUDGET INTRODUCTION

The City of Marshall's largest source of revenue, like many local units of government across Michigan, is property taxes. In the State of Michigan, property tax growth is restricted to the cost of living for existing properties plus the taxes on new construction.

Real property values are rising due to inflation and are reflected in the anticipated increase in tax revenues. Personal property tax reform in the State of Michigan continues to restrict the amount of taxes the City can collect on personal property.

Another large source of revenue for the General Fund is State-shared revenues. Revenue levels have seen modest growth as these funds are based on State sales tax collection, which continues to be a stable source of revenue. There are two parts to State shared revenue: Constitutional and Statutory. Constitutional revenue is distributed based on a formula and is mandated by the State Constitution. Statutory revenue is subject to the City completing additional requirements to receive this revenue.

The City has one new fund this budget cycle: the Building fund. This fund will reflect the revenue and expenditures of building inspection activities. This is a Special Revenue fund.

The City continues to market available land within the Industrial Park. The partnership with Marshall Area Economic Development Association is expected to enhance the City's economic development by improved marketing of vacant City property, and assisting local business owners with training and guidance to enhance their sustainability.

The City of Marshall continues to face economic challenges while utilizing opportunities at our disposal to provide ongoing, quality services to the citizens of Marshall. The budget for FY2024 reflects this philosophy.

CITY OF MARSHALL

FY 2024 BUDGET CALENDAR

AND

INFORMATION GUIDE

FY 2024 Budget

**CITY OF MARSHALL
BUDGET CALENDAR for FISCAL YEAR 2024**

December 2022	Wage Model Completed
January 10, 2023	Budget Kickoff and Training
January 24, 2023	Technology Budget and Rates Completed for Internal Service Fund
January 24, 2023	Motor Pool Budget and Rates Completed for Internal Service Fund
January 24, 2023	PSB Rentals Budget and Rates Completed for Internal Service Fund
February 3, 2023	Department Budget Entry is complete for status quo (no increases) budget (PT & OT Requests are part of normal budget entry and should not exceed the FY23 budget)
February 6, 2023	FY2024 – FY2029 CIP Public Hearing and Council Adoption
February 7, 2023	Department Head meeting to discuss budget
February 10, 2023	Budget Impacts due using format sent by Finance
February 11 through March 1, 2023	All requests are reviewed and BSA entries have final review by Finance
March 7, 2023	City Manager and Directors meet to review budget.
March 8 through March 17, 2023	Meeting with department heads to review each dept. budget/impacts
April 3, 2023	Proposed budget book distributed to Council at the City Council meeting
May 1, 2023	Council sets Public Hearing for adoption of final budget for May 15, 2023
May 2 through May 15, 2023	Budget on file and available for public inspection in the Clerk's office
May 15, 2023	Public Hearing and final Adoption of FY 2024 Budget
July 1, 2023	FY 2024 Budget goes into effect

CITY OF MARSHALL

FY24 BUDGET

FUND DESCRIPTIONS

The City of Marshall's financial structure is composed of various funds, many of which operate like separate businesses within the organization and have their own set of balanced accounts. Budgets for each of these types of funds are adopted separately except for fiduciary funds. Funds are differentiated by category (governmental, proprietary, or fiduciary) and by type (general fund, special revenue, debt service, capital projects, enterprise, internal service, and custodial). These funds are further differentiated between major and non-major funds.

GOVERNMENTAL FUNDS

Governmental fund financial statements focus on near-term inflows and outflows of spendable resources. The budgeting and accounting for governmental funds are recorded on a modified accrual basis. The main operating fund for the City of Marshall is the General Fund, a major fund, used to account for the resources devoted to funding general government operations such as Public Safety, Clerk, Finance, Public Works, and general administration.

Non-major Special Revenue Funds

This type of fund is used to account for the proceeds of specific revenue (and expenditures) that are legally restricted to a specific purpose and accounted for on a modified accrual basis. Examples of Non-major funds for the City of Marshall are Major Streets, Local Streets, Municipal Streets, Recreation Fund, Airport, Leaf & Brush, Downtown Development Authority (component unit), and the Local Development Finance Authority (component unit).

Non-major Debt Service Funds

This type of fund is used to account for the resources used in the repayment of long-term debt, interest, and related costs. These funds are budgeted and accounted for on a modified accrual basis.

Non-major Capital Projects Funds

This type of fund is used to account for the resources used in acquiring and constructing capital facilities, street projects, and other capital improvements. These funds are budgeted and accounted for on a modified accrual basis.

PROPRIETARY FUNDS

This type of fund accounts for the acquisition, construction, operation, and maintenance of certain facilities or operations that is intended to be entirely self-supported by user fees and charges. Proprietary funds are both enterprise funds and internal service funds. Proprietary funds are budgeted and accounted for on a full accrual basis.

Enterprise Funds

The City of Marshall uses enterprise funds to account for its electric, wastewater, water, solid waste, public transportation (DART), FTTP (Fiber to the Premise) and Marshall House. These are all considered major funds.

Internal Service Funds

Internal Service Funds are an accounting tool used to accumulate and allocate costs internally among the City's various departments. The City uses internal service funds to account for motor pool and information technology.

CUSTODIAL FUNDS

Custodial funds are used to account for resources held for the benefit of parties outside of City government and cannot be used to support any City program. Custodial funds are accounted for on a full accrual basis. The City of Marshall does not adopt a budget for custodial funds as one is not legally required.

MARSHALL CITY CHARTER

ARTICLE IX - GENERAL CITY FINANCE

Amended November 8, 2016

SECTION 9.01 – FISCAL YEAR

The fiscal year of the City shall begin on the first day of July and end on the thirtieth day of June of the following year. Such year shall constitute the budget year of the City Government.

SECTION 9.02 – BUDGET PROCEDURE

On or before the first Monday in March the administrative officials, department heads, boards and commissions of the City, shall submit to the City Manager an itemized estimate of their expenditures for the next fiscal year. The City Manager or the City Manager's designee, shall prepare a complete itemized budget proposal for the next fiscal year and shall submit it to the council at its first meeting in April. This proposal shall include the following: (1) the previous year's budget figures and actual expenditures; (2) the itemized estimates submitted to the City Manager; (3) an account of all revenues received in the current and preceding year and an estimate of all revenues for the next fiscal year; (4) and the City Manager's recommendations.

SECTION 9.03 – BUDGET DOCUMENT

The budget document shall present a complete financial plan for the ensuing year. It shall include at least the following information:

- (a) detailed estimates of all proposed expenditures for each department and office of the City showing the expenditures for corresponding items for the current and last preceding fiscal year, with reasons for increases and decreases recommended, as compared with appropriations for the current year;
- (b) statements of the bonded and other indebtedness of the City, showing the debt redemption and interest requirements, the debt authorized and unissued, and the condition of sinking funds, if any;
- (c) detailed estimates of all anticipated income of the City from sources other than taxes and borrowing, with a comparative statement of the amounts received by the City from each of the same or similar sources for the last preceding and current fiscal years;
- (d) a statement of the estimated balance or deficit, as the case may be, for the end of the current year;
- (e) an estimated of the amount of money to be raised from current and delinquent taxes and the amount to be raised from bond issues which, together with income from

other sources, will be necessary to meet the proposed expenditures and commitments of the City Government during the ensuing year;
(f) such other supporting schedules as the council may deem necessary.

SECTION 9.04 – PUBLIC INSPECTION

A copy of the budget proposal shall be on file and available to the public in the office of the Clerk during office hours for a period of not less than one (1) week prior to the adoption of the budget by the council.

SECTION 9.05 – ADOPTION OF BUDGET; TAX LIMIT

Not later than the first meeting of the council in June, the council shall, by resolution, adopt all budgets for the next year and shall, in such resolution, make an appropriation of the money needed for municipal purposes during the ensuing fiscal year of the City and provide for a levy of the amount necessary to be raised by taxes upon real and personal property for municipal purposes subject to the limitations in Section 8.01 of the charter.

SECTION 9.06 – TRANSFER OF APPROPRIATIONS

After the budget has been adopted, no money shall be drawn from the treasury of the City nor shall any obligation for the expenditure of money be incurred, except pursuant to the budget appropriation. The council may transfer any unencumbered appropriation balance, or any portion thereof, from one department, fund, or agency to another, except that no moneys raised for the construction, improvement, and maintenance of streets or for the principal and interest on the funded debt of the City shall be used for any purpose except that for which they were raised. The balance in any appropriation, except moneys raised for the construction, improvement, and maintenance of streets or for the principal and interest on the funded debt of the City which has not been encumbered at the end of the fiscal year shall revert to the general fund and be re-appropriated during the next fiscal year.

SECTION 9.07 – BUDGET CONTROL

At the beginning of each quarterly period during the fiscal year, and more often if required by the council, the Treasurer, acting under the direction of the City Manager, shall submit to the council data showing the relation between the estimated and actual income and expenses to date; and , if it shall appear that the income is less than anticipated, the council may reduce appropriations, except amounts required for debt and interest charges, to such a degree as may be necessary to keep expenditures within the cash income.



Office of the City Manager

May 15, 2023

RE: TRANSMITTAL OF THE FY 2024 PROPOSED BUDGET, FISCAL YEAR ENDING JUNE 30, 2024

Dear Mayor, City Council and Citizens of Marshall:

We are pleased to provide the proposed Fiscal Year (FY) 2024 Budget in accordance with the City Charter. This annual budget represents the preparation and collaboration of directors, their staff, City Administration, and the Budget Finance Review Committee.

Revenue and expenditures have been carefully reviewed to balance the General Fund budget with a small surplus of \$2,563. There are currently no capital expenditures identified in the General Fund budget. However, staff is proposing the use of American Rescue Plan Act revenues to pay for upgrades for the City Hall audio/visual and technology systems as well as improvements to the river walk. Any other capital items will be brought to Council as needed on a case-by-case basis during FY 2024. We anticipate that use of fund balance will be required for General Fund capital expenditures.

OVERVIEW OF CITY BUDGET

Listed below are some of the highlights of the FY 2024 Proposed Budget.

- The General Fund budget, exclusive of Recreation, Farmer's Market, and Airport activities, contained in this budget document is balanced for recurring operations by \$2,563, and does not anticipate the use of proceeds from the sale of Marshall House.
- The FY 2024 MRLEC Operations budget projects a \$42K use of fund reserves for access control updates and improvements to the training room. The agreement with the County and State set aside funds for capital improvements.
- The Compost activity in the General Fund (101-523) is receiving \$30K of support from the increased Leaf, Brush and Compost millage fund.
- The American Rescue Plan Act fund is budgeted to spend the remaining grant proceeds on City Hall technology upgrades and river walk improvements.

- The budgets for FY 2024 for the FiberNet Fund and the Electric Fund show a surplus. FiberNet fund no longer requires a deficit elimination plan with the State of Michigan and the Electric Fund is anticipated to be released from the deficit elimination plan requirement by the end of the FY2023 audit.
- The FY 2024 Information Technology and Motor Pool funds show a planned use of fund balance reflecting additional technology needs and for the purchase of vehicles in the motor pool. Capital outlay in the Motor Pool (\$623K) will provide for the replacement of several vehicles/pieces of equipment.
- The recommended staffing level for all funds is 85 FTEs. This is comparable to our current 2022/2023 fulltime staffing level.

Fund highlights are as follows:

GENERAL FUND

- The projected General Fund revenues (excluding Recreation, Farmer's Market, and Airport activities) for FY 2024 are higher compared to FY 2023 budget primarily tax revenue. Proposal A of 1994 sets the growth for property to the lesser of inflation or 5%. Due to the high inflation for 2022, taxes are increasing 5%.
- The payroll line items in the various funds reflects wage increases for union personnel based on existing contracts and a 3% wage increase in FY 2024 for non-union personnel. In addition, pay contingencies have been budgeted to reflect implementation of a wage study done by the City of Sturgis. This study is being used to bring certain positions to the median of the study's participants to remain competitive.
- The overall General Fund projected fund balance at the end of FY 2024 is \$3,134,836 which is basically flat when compare with the estimated ending fund balance for FY 2023. This balance exceeds our fund balance policy requirements by approximately \$700,000.

MOTOR VEHICLE HIGHWAY (MVH) **MAJOR & TRUNKLINE**

MVH Major & Trunkline source of revenue is the State of Michigan Act 51 monies based on a formula taking into account population and the number of street miles categorized as major and trunkline streets (16 miles-Major and 4 miles of Trunkline). It is anticipated that for FY 2024, total expenditures will be \$689K and total revenues will be \$787K and the fund balance at year end for the Major Street Fund is estimated to be \$891,536.

MOTOR VEHICLE HIGHWAY (MVH) LOCAL

As with the MVH Major, the revenue source for this fund is the State of Michigan Act 51 monies based on the formula using population and the number of local street miles (25 miles). Projected revenues for FY 2024 total \$254K and expected expenditures total \$185K. It is anticipated that the FY 2024 ending fund balance for the Local Street Fund will be \$913,540.

The Local MVH fund and portions of the millage fund will be used in FY 2024 to fund the street construction portions of the Prospect Street Watermain and Street Improvements project.

Preventative maintenance activities such as crack filling are planned for both major and local streets.

MUNICIPAL STREET FUND

The Municipal Street Fund was created to account for the voted millage for street improvement as well as the bond proceeds related to street improvements. The FY 2024 expenditures are projected to be \$861K using fund balance for FY 2024. It is anticipated that the FY 2024 ending fund balance for this fund will be \$464,325.

During FY 2024, staff will be completing the final year of construction originally approved under the 2020 voter approved street millage. Under the millage, several miles of streets are planned for milling and paving work during the upcoming construction season. The previous construction work resulted in 3.7 miles of road getting resurfaced under the street millage fund.

LEAF, BRUSH AND TRASH REMOVAL

The Leaf, Brush and Trash Removal Fund derives its revenue from a dedicated millage, approved and increased by the voters in August 2020. The millage levy is anticipated to generate \$181K in revenues. The services provided are fall leaf collection, and spring brush pick-ups. The projected expenditures are \$145K. The goal for this Fund is to have a minimal Fund Balance at the end of each fiscal year.

MARSHALL HOUSE FUND

The Marshall House is a self-supporting operation that generates its revenues through Federal Section 8 Subsidy Payments and rents. For FY 2024, revenues are projected to be \$1.2 million, and expenditures are projected to be \$826K. The fund is projected to have a net position of approximately \$3,112,730 at the end of FY 2024.

FIBER TO THE PREMISE

The Fiber to the Premise (FTTP) is a utility approved by City Council in March 2017. The projected revenues for FY 2024 are \$1.4 million with expenditures projected at \$1.0 million. The Fiber to the Premise fund is expected to have continued positive cash flow in FY 2024 due to a rate increase approved in March of 2021.

ELECTRIC FUND

The Electric Fund revenues for FY 2024 are projected to be \$19.7 million. FY 2024 expenditures including depreciation and amortization are estimated at \$18.8 million. This fund has provided a deficit elimination plan to the State which includes an approved rate increase as well as planned revenue growth in the Commercial section due to the marijuana industry. The City anticipates the Electric Fund will no longer be required to file a deficit elimination plan after the FY2023 audit.

DIAL-A-RIDE/AMC TRANSPORTATION FUND (DART)

The DART/AMC Fund FY 2024 budget is supported with \$215K of revenues from a millage levy, Federal and State funding of \$215K, and passenger fares of \$25K. Total FY 2024 revenues are estimated at \$517K. The FY 2023 projected expenditures are estimated at \$518K.

We are concerned about the ongoing ability to operate the DART/AMC program at its current level of service, as our operational expenses outpace the current level of federal and state funding. Additional work will be needed over the upcoming year to review operations and identify additional funding sources.

WASTEWATER FUND

The FY 2024 projected revenues are \$2.1 million. The FY 2024 projected expenditures of \$2.5 million include \$630K in capital outlay.

With the approval of the FY 2024 budget, the wastewater plant will see the completion of the clarifier rehabilitation.

WATER FUND

The FY 2024 projected revenues are \$2.1 million. The FY 2024 projected expenditures are \$2.6 million. Capital Outlay is \$550,000 of the expenditure budget.

To fund the operations and capital outlay in the wastewater and water funds to meet regulatory and health and safety requirements, a rate study will need to be completed in FY2024.

SOLID WASTE

The FY 2024 projected revenues are \$428K and projected expenditures \$392K. This fund is anticipated to have a fund balance of \$151,130 at the end of FY 2024.

BUDGET STRATEGIES

For the past several years, the City's budget has been balanced using multiple strategies including a review of our existing fee structure, expenditure reductions, and re-organizations centered on managing more efficiently with fewer resources. The main goal is always to create a budget that is attainable and sustainable for the future.

CLOSING STATEMENT

The development of the City's proposed annual budget is a significant task for City Administration. This budget provides the fiscal framework required of a municipal operation to provide the services that our community expects, while at the same time being responsible about how those services are funded using the financial resources that are available. Staff will continue to investigate new and creative ways to improve our delivery of services to the community and create sustainability for our organization and the residents we serve.

Our team looks forward to working with you and our citizens through the adoption of the FY 2024 budget. I sincerely thank all the members of the staff and City Council for their hard work in preparation and consideration of this budget.

Respectfully submitted,

Derek N. Perry
City Manager



ADMINISTRATIVE REPORT
May 15, 2023 – CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

FROM: Derek Perry, City Manager

SUBJECT: Budget Public Hearing & Resolution to Adopt City of Marshall Budget and Related Property Tax Millage Rates for Fiscal Year 2024.

BACKGROUND: The budget public hearing was scheduled by Council on May 1, 2023. Attached for your review and action is the resolution for the FY 2024 Budget that totals \$41,642,370 in expenditures and is in compliance with City Charter. This budget resolution reflects the proposed budget presented to you on April 3, 2023.

RECOMMENDATION: After hearing public comments, it is recommended that the Council adopt the attached resolution to approve the City of Marshall budget and related property tax millage rates for Fiscal Year 2024.

FISCAL EFFECTS: Establish budgetary amounts for the General Fund, Special Revenue funds, Debt Service Fund, Enterprise funds, and Internal Service funds in the amounts set forth in the attached resolution.

ALTERNATIVES: As suggested by City Council.

Respectfully Submitted,

Derek Perry
City Manager

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Marshall, MI 49068

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cityofmarshall.com

CITY OF MARSHALL, MICHIGAN
RESOLUTION #2023-XX

THE CITY OF MARSHALL
GENERAL APPROPRIATION ACT AND TAX LEVY RESOLUTION
July 1, 2023 – June 30, 2024

Whereas, City Council has reviewed the City Manager's proposed budget for FY 2024 for the City of Marshall; and

Whereas, A public hearing has been held to obtain citizen input on the proposed budget; and

Whereas, an annual budget is required for purposes of compliance with City Charter and State of Michigan Uniform Budgeting and Accounting Act (Public Act 2 of 1968, as amended);

THE CITY OF MARSHALL RESOLVES that the following appropriations for the fiscal year, commencing July 1, 2023, and ending June 30, 2024, are hereby appropriated on a departmental level in the General Fund and fund total basis in all other funds as follows:

General Fund Revenues	
Taxes	4,299,762
Licenses & Permits	272,000
Intergovernmental	1,313,432
Charges for Services	124,650
Fines & Forfeitures	14,000
Interest	125,000
Miscellaneous	1,547,818
Transfers In	30,000
Recreation	416,653
Farmer's Market	22,250
Airport	166,000
Total General Fund Revenues	8,331,565

General Fund	
City Council	2,957
City Manager	201,101
Clerk	104,678
Chapel	1,730
Finance/Treasurer	536,552
City Assessor	71,877
Non-Departmental	926,220
City Hall	83,170
City Attorney	75,000
Other City Property	65,000
Human Resources	46,840
Police	2,382,273
Crossing Guards	5,660
Dispatch	122,000
Fire	1,438,881
Inspection	-
Streets	1,026,990
Engineering	43,274
Compost	51,902
Cemetery	175,268
PSB Operations	125,769
Planning & Zoning	129,764
Parks	107,193
Recreation	351,334
Farmer's Market	18,511
Airport	165,922
Total General Fund Expenditures	8,259,866

All Funds Revenues	
General Fund	8,331,565
MVH--Major & Trunkline	787,000
MVH--Local	254,272
Municipal Street Fund	50,000
Marshall Regional Law Enforcement Center	436,346
Leaf, Brush and Trash Removal	181,182
Federal Grant - Safer Grant	252,720
NE Neighborhood Improvement Authority	90,686
Downtown Development Authority	262,949
Building Inspection Fund	213,000
Local Development Finance Authority	936,662
South Neighborhood Improvement Authority	43,129
Drug Forfeiture	16
American Rescue Plan	268,236
Capital Improvement Bond Fund	540,347
Marshall House	1,207,000
Fiber to the Premise	1,402,000
Electric	19,721,041
Dial-A-Ride	516,850
Wastewater	2,145,270
Water	2,149,020
Solid Waste	427,850
Information Technology	269,553
Motor Pool	1,019,064
Total Revenues	\$ 41,505,758

All Funds Expenditures	
General Fund	8,259,866
MVH--Major & Trunkline	688,886
MVH--Local	185,139
Municipal Street Fund	861,060
Marshall Regional Law Enforcement Center	478,322
Leaf, Brush and Trash Removal	145,100
Federal Grant - Safer Grant	252,720
NE Neighborhood Improvement Authority	133
Downtown Development Authority	262,151
Building Inspection Fund	185,055
Local Development Finance Authority	989,637
South Neighborhood Improvement Authority	29,621
Drug Forfeiture	-
American Rescue Plan	256,236
Capital Improvement Bond Fund	459,424
Marshall House	826,336
Fiber to the Premise	1,020,192
Electric	18,775,136
Dial-A-Ride	518,222
Wastewater	2,519,301
Water	2,682,718
Solid Waste	391,925
Information Technology	342,165
Motor Pool	1,513,025
Total Expenditures	\$ 41,642,370

Total fund reserves (not including the capitalization of assets) shall be decreased by \$136,612 based on the FY 2024 revenues and expenditures for all funds.

RESOLVED, That the City Council does hereby levy a tax of 17.1629 mills, subject to Headlee rollback, for the period of July 1, 2023, through June 30, 2024 on all taxable real and non-exempt personal property in the City of Marshall, according to the valuation of the same. This tax is levied for the purpose of defraying the general expense and liability of the City of Marshall and is levied pursuant to Section 8.01, Article 8 of the Charter of the City of Marshall.

The City Council does hereby levy a tax of .7376 mills, subject to Headlee rollback, for the period of July 1, 2023, through June 30, 2024, on all taxable real and non-exempt personal property in the City of Marshall, according to the valuation of the same. This tax is levied for the purpose of defraying the expense of operating the Leaf, Brush and Trash Removal Services of the City of Marshall as authorized by a vote of the citizens on August 4, 2020.

The City Council does hereby levy a tax of 2.0 mills, subject to Headlee rollback, for the period of July 1, 2023, through June 30, 2024, on all taxable real and non-exempt personal property in the City of Marshall, according to the valuation of the same. This tax is levied for the purpose of municipal street reconstruction for the City of Marshall as authorized by a vote of the citizens on November 3, 2020.

The City Council does hereby levy a tax of .9020 mills, subject to Headlee rollback, for the period of July 1, 2023, through June 30, 2024, on all taxable real and non-exempt personal property in the City of Marshall, according to the valuation of the same. This tax is levied to operate the Dial-A-Ride Transportation System in the City of Marshall as authorized by a vote of the citizens on August 5, 1975.

The City Council does hereby levy a tax of .9020 mills, subject to Headlee rollback, for the period of July 1, 2023, through June 30, 2024, on all taxable real and non-exempt personal property in the City of Marshall, according to the valuation of the same. This tax is levied for the purpose of defraying the expense of operating the Recreation Department of the City of Marshall as authorized by a vote of the citizens on April 4, 1959.

The City Council does hereby levy a tax of 1.5592 mills, subject to Headlee rollback, for the period of July 1, 2023, through June 30, 2024, on all taxable real and non-exempt personal property in the City of Marshall, according to the valuation of the same in a district known as the Downtown Development District. This tax is levied for the purpose of defraying the costs of the Downtown Development Authority.

RESOLVED, that the City Manager is authorized to make budgetary transfers within the appropriation centers established through this budget, and that all transfers between departments or funds may be made by the City Manager in an amount not to exceed \$20,000 per occurrence without prior Council approval pursuant to Section 19.2 of the provisions of the Michigan Uniform Accounting and Budgeting Act.

The City Council of the City of Marshall did give notice of the time and place when a public hearing on adoption of the budget would be held in accordance with Public Act 43 of 1963, proof of publication of the Notice of Public Hearing is now on file, and which Public Hearing was duly held pursuant to said notice and in conformity therewith. A copy of the budget proposal was on file with the City Clerk and on the City's website and available for public inspection at least one week prior to adoption of the budget; and

Further, the City Council of the City of Marshall did give notice of the time and place when a public hearing would be held in conformity with the provisions of Public Act 5 of 1982 authorizing a tax rate in excess of the present authorized tax rate for General Operating, Recreation, Municipal Streets, Leaf & Brush, Dial-A-Ride and Downtown Development Authority tax levies, proof of publication of Notice of Public Hearing is now on file, and which Public Hearing was duly held pursuant to said notice and in conformity therewith; and

This Resolution shall take effect July 1, 2023.

Dated: May 15, 2023

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 a Resolution adopted by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on May 15, 2023, and that said meeting was conducted and that the minutes of said meeting were kept and will be or have been made available.

Michelle Eubank, City Clerk

All Funds Revenues

	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended	FY 2024 Proposed	% Change
General Fund					
Taxes	3,733,716	3,867,218	4,147,021	4,299,762	3.7%
Licenses & Permits	404,074	490,848	442,000	272,000	-38.5%
Intergovernmental	1,516,497	1,316,943	1,071,929	1,313,432	22.5%
Charges for Services	71,451	65,241	133,500	124,650	-6.6%
Fines & Forfeitures	12,935	15,691	13,000	14,000	7.7%
Interest	21,698	(3,624)	3,000	125,000	4066.7%
Miscellaneous (Rents, Sale of Assets, Cost Allocation Reimbursemer	409,101	355,658	1,449,252	1,547,818	6.8%
Transfers In	1,494,249	1,535,801	30,000	30,000	0.0%
S-Total General Fund	7,663,721	7,643,776	7,289,702	7,726,662	6.0%
Recreation	327,406	393,948	407,710	416,653	2.2%
Farmer's Market	18,168	19,375	25,750	22,250	-13.6%
Airport	1,006,052	185,720	200,634	166,000	-17.3%
Total General Fund	9,015,347	8,242,819	7,923,796	8,331,565	5.1%
Special Revenue Funds					
MVH--Major & Trunkline	745,539	873,249	773,744	787,000	1.7%
MVH--Local	308,531	282,798	198,560	254,272	28.1%
Municipal Street Fund	4,817,049	6,754	-	50,000	
Marshall Regional Law Enforcement Center	439,743	463,863	328,578	436,346	32.8%
Leaf, Brush and Trash Removal	114,336	173,848	179,311	181,182	1.0%
Federal Grant - Safer Grant	-	67,487	278,747	252,720	-9.3%
NE Neighborhood Improvement Authority	35,470	40,111	41,080	90,686	120.8%
Downtown Development Authority	186,744	274,362	248,958	262,949	5.6%
Building Inspection Fund				213,000	
Local Development Finance Authority	652,367	7,670,556	763,524	936,662	22.7%
South Neighborhood Improvement Authority	771,594	11,839	32,539	43,129	32.5%
Drug Forfeiture	250	-	250	16	-93.6%
American Rescue Plan	-	133,251	364,456	268,236	-26.4%
CDBG Schuler's Grant Fund		818,684	1,619,018	-	-100.0%
Total Special Revenue Funds	8,071,623	10,816,802	4,828,765	3,776,198	-21.8%
Debt Service Funds					
Capital Improvement Bond Fund	-	472,525	475,000	540,347	13.8%
Total Debt Service Funds	-	472,525	475,000	540,347	13.8%
Enterprise Funds					
Marshall House	918,257	1,108,024	1,183,225	1,207,000	2.0%
Fiber to the Premise	1,106,892	1,322,242	1,283,010	1,402,000	9.3%
Electric	13,578,790	16,756,361	19,382,753	19,721,041	1.7%
Dial-A-Ride	591,085	653,038	522,618	516,850	-1.1%
Wastewater	1,975,923	2,098,595	2,094,500	2,145,270	2.4%
Water	1,998,250	2,035,119	2,030,700	2,149,020	5.8%
Solid Waste	206,682	316,745	426,597	427,850	0.3%
Total Enterprise Funds	20,375,879	24,290,124	26,923,403	27,569,031	2.4%
Internal Service Funds					
Information Technology	223,507	165,964	266,832	269,553	1.0%
Motor Pool	1,057,274	931,747	874,989	1,019,064	16.5%
Total Internal Service Funds	1,280,781	1,097,711	1,141,821	1,288,617	12.9%
Total Revenues	38,743,630	44,919,981	41,292,785	41,505,758	0.5%

All Funds Expenditures

	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended	FY 2024 Proposed	
General Fund					
General Government	2,033,389	2,209,092	2,283,986	2,115,125	-7.4%
Public Safety	3,618,163	3,779,617	4,100,398	3,948,814	-3.7%
Public Works	1,249,318	1,239,711	1,314,731	1,423,203	8.3%
Community Development	48,220	57,493	60,444	129,764	114.7%
Parks	90,511	98,899	128,186	107,193	-16.4%
Capital Outlay	50,665	87,183	97,606	-	-100.0%
Sub-Total General Fund	7,090,266	7,471,995	7,985,351	7,724,099	-3.3%
Recreation	340,369	380,919	364,271	351,334	-3.6%
Farmer's Market	24,723	19,320	24,911	18,511	-25.7%
Airport	1,077,623	189,760	198,608	165,922	-16.5%
Total General Fund	8,532,981	8,061,994	8,573,141	8,259,866	-3.7%
Special Revenue Funds					
MVH--Major & Trunkline	779,776	842,052	356,162	688,886	93.4%
MVH--Local	201,884	257,397	243,272	185,139	-23.9%
Municipal Street Fund	427,515	1,492,905	1,627,998	861,060	-47.1%
Marshall Regional Law Enforcement Center	369,957	387,568	426,859	478,322	12.1%
Leaf, Brush and Trash Removal	113,053	143,854	144,868	145,100	0.2%
Federal Grant - Safer Grant	-	67,487	278,747	252,720	-9.3%
NE Neighborhood Improvement Authority	11,603	19,038	127	133	4.7%
Downtown Development Authority	162,599	345,195	178,649	262,151	46.7%
Building Inspection Fund	-	-	-	185,055	
Local Development Finance Authority	395,539	1,447,500	7,114,517	989,637	-86.1%
South Neighborhood Improvement Authority	683,374	50,518	31,973	29,621	-7.4%
Drug Forfeiture	-	-	-	-	
American Rescue Plan	-	133,058	-	256,236	
CDBG Schuler's Grant Fund	-	818,192	1,619,018	-	-100.0%
Total Special Revenue Funds	3,145,300	6,004,764	12,022,190	4,334,060	-63.9%
Debt Service Funds					
Capital Improvement Bond Fund	-	419,091	447,224	459,424	2.7%
Total Debt Service Funds	-	419,091	447,224	459,424	2.7%
Enterprise Funds					
Marshall House	697,405	936,778	567,775	826,336	45.5%
Fiber to the Premise	1,072,449	1,047,332	888,542	1,020,192	14.8%
Electric	15,295,834	14,037,584	16,955,648	18,775,136	10.7%
Dial-A-Ride	(32,150)	452,847	634,996	518,222	-18.4%
Wastewater	1,608,423	1,760,774	2,084,903	2,519,301	20.8%
Water	1,373,891	1,624,281	3,388,140	2,682,718	-20.8%
Solid Waste	116,839	346,154	371,825	391,925	5.4%
Total Enterprise Funds	20,132,691	20,205,750	24,891,829	26,733,830	7.4%
Internal Service Funds					
Information Technology	184,467	201,457	266,899	342,165	28.2%
Motor Pool	893,845	948,578	1,149,256	1,513,025	31.7%
Total Internal Service Funds	1,078,312	1,150,035	1,416,155	1,855,190	31.0%
Total Expenditures	32,889,284	35,841,634	47,350,539	41,642,370	-12.1%
Excess of Revenues Over (Under)					
Expenditures	5,854,346	9,078,347	(6,057,754)	(136,612)	

Note: Totals include depreciation and capital outlay expense

FULL-TIME ALLOCATED POSITIONS					
	FY 2020 FTE's	FY 2021 FTE's	FY 2022 FTE's	FY 2023 FTE's	FY 2024 FTE's
General Fund					
General Government	9.30	10.00	11.63	9.38	8.57
Public Safety	22.00	23.00	23.00	23.00	23.00
Public Works	8.63	8.63	8.53	8.71	8.95
Community Development	1.50	2.00	0.00	1.55	0.38
Parks	0.05	0.05	0.10	0.30	0.30
Recreation	3.00	3.00	2.00	1.80	1.90
Airport	0.10	0.15	0.15	0.15	0.15
Total General Fund	44.58	46.83	45.41	44.89	43.24
Special Revenue Funds					
MVH--Major & Trunkline	0.00	0.00	0.00	0.00	0.09
MVH--Local	0.00	0.00	0.00	0.00	0.16
Leaf, Brush and Trash Removal	0.00	0.00	0.00	0.00	0.00
Building Inspection					1.00
Marshall Regional Law Enforcement Center	0.50	0.50	0.50	0.50	0.50
SAFER Grant*	0.00	0.00	0.00	3.00	3.00
Local Development Finance Authority	0.00	0.00	0.00	0.00	0.00
Downtown Development Authority	0.00	0.00	0.00	0.00	0.00
Total Special Revenue Funds	0.50	0.50	0.50	3.50	4.75
Enterprise Funds					
Marshall House	3.10	3.20	3.20	1.00	1.10
Fiber to the Premise	4.70	4.70	4.20	3.65	4.85
Electric	19.30	19.46	19.60	19.52	17.60
Dial-A-Ride	0.75	0.75	0.00	1.15	0.00
Wastewater	6.08	6.08	6.09	6.16	5.88
Water	6.08	6.08	6.08	6.16	5.88
Solid Waste	0.00	0.00	0.37	0.42	0.20
Total Enterprise Funds	40.01	40.27	39.54	38.06	35.51
Internal Service Funds					
Information Technology	0.00	0.00	0.25	0.25	0.20
Motor Pool	1.15	1.31	1.30	1.30	1.30
Safety	0.00	0.00	0.00	0.00	0.00
Total Internal Service Funds	1.15	1.31	1.55	1.55	1.50
TOTAL FTEs	86.24	88.91	87.00	88.00	85.00

* Additional FTEs in Fire per the SAFER grant for three years.

DEBT SUMMARY

Statutory and Constitutional Debt Provisions:

Section 21 of Article VII of the Michigan Constitution establishes the authority, subject to statutory and constitutional limitations, for municipalities to incur debt for public purposes.

The legislature shall provide by general laws for the incorporation of cities and villages. Such laws shall limit their rate of ad valorem property taxation for municipal purposes, and restrict the powers of cities and villages to borrow money and contract debts. Each city and village is granted power to levy other taxes for public purposes, subject to limitations and prohibitions provided by this constitution or by law.

In accordance with the foregoing authority granted to the State Legislature, the Home Rule Cities Act limits the amount of debt a city may have outstanding at any time. Section 4(a) of this Act provides: "...the net indebtedness incurred for all public purpose may be as much as but shall not exceed the greater of the following:

- (a) Ten percent of the assessed value of all real and personal property in the city.
- (b) Fifteen percent of the assessed value of all the real and personal property in the city if that portion of the total amount of indebtedness incurred which exceeds 10% is or has been used solely for the construction or renovation of hospital facilities."

There are also exceptions to the debt limitation permitted by the Home Rules Cities Act for other certain types of indebtedness (e.g., transportation and revenue bonds). The City of Marshall City Council adopted a Debt Management Policy (February 16, 2016, revised March 2021), intended to assure compliance with State Law and provide additional guidance as to the uses, decision making, debt planning and disclosure that the City should pursue relative to the City issuance of debt.

FYE 6/30/2023

Installment Purchase Agreements

Year	Fund 301 2021 UTGO Roads-\$4,750,000		Fund 369 2014 GOLT-\$5,325,000		Fund 202 2013 MTF \$1,680,000		Total			Installment Purchase - Fire Truck- \$400,000		Total		
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Total	Principal	Interest	Principal	Interest	Total
2024	410,000	49,424	180,000	156,000	115,000	18,276	705,000	223,700	928,700	42,736	2,337	42,736	2,337	45,073
2025	435,000	45,324	185,000	148,800	120,000	15,750	740,000	209,874	949,874	43,747	1,326	43,747	1,326	45,073
2026	460,000	40,974	195,000	141,400	120,000	13,080	775,000	195,454	970,454	23,159	272	23,159	272	23,431
2027	485,000	36,374	200,000	133,600	125,000	9,825	810,000	179,799	989,799			-	-	
2028	510,000	31,524	210,000	125,600	130,000	6,000	850,000	163,124	1,013,124				-	
2029	535,000	26,169	215,000	117,200	135,000	2,025	885,000	145,394	1,030,394					
2030	565,000	18,144	225,000	108,600			790,000	126,744	916,744					
2031	595,000	9,669	235,000	99,600			830,000	109,269	939,269					
2032			245,000	90,200			245,000	90,200	335,200					
2033			255,000	80,400			255,000	80,400	335,400					
2034			265,000	70,200			265,000	70,200	335,200					
2035			275,000	59,600			275,000	59,600	334,600					
2036			285,000	48,600			285,000	48,600	333,600					
2037			300,000	37,200			300,000	37,200	337,200					
2038			310,000	25,200			310,000	25,200	335,200					
2039			320,000	12,800			320,000	12,800	332,800					
2040							-	-	-					
2041							-	-	-					
2042							-	-	-					
Total:	\$ 3,995,000	\$ 257,600	\$ 3,900,000	\$ 1,455,000	\$ 745,000	\$ 64,956	\$ 8,640,000	\$ 1,777,556	\$ 10,417,556	\$ 109,642	\$ 3,935	\$ 109,642	\$ 3,935	\$ 113,577

CITY OF MARSHALL
Debt Service Analysis:

FYE 6/30/2023

FYE 6/30/2023	Electric fund						Sewer		Water					
	Business - Type Activities													
	582 -Elec		582 -Elec		582 -Elec		590 - Sewer		591 - Water		591 - Water		591 - Water	
	2016 GOLT-\$6,850,000 (this		2016 GOLT (Brewer Sub)-		2021 GOLT Perrin Dam		2012 GOLT CAP (D)-\$3,935,000		2019 Revenue Bonds-		2022 Revenue Bonds-		2016 GOLT-\$6,850,000 (this	
Year	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2024	45,000	8,000	145,000	88,450	105,000	67,925	160,000	50,740	120,000	117,000	75,000	93,500	20,000	1,600
2025	50,000	6,200	155,000	82,650	105,000	65,038	165,000	45,940	130,000	113,400	80,000	90,314		
2026	50,000	4,200	160,000	76,450	110,000	62,150	170,000	40,990	140,000	109,500	85,000	86,914		
2027	55,000	2,200	165,000	70,050	115,000	59,125	175,000	35,890	150,000	105,300	90,000	83,300		
2028			170,000	63,450	115,000	55,963	180,000	30,640	160,000	100,800	90,000	79,476		
2029			180,000	56,650	120,000	52,800	185,000	25,240	175,000	96,000	95,000	75,650		
2030			185,000	49,450	125,000	49,500	195,000	19,505	190,000	90,750	100,000	71,614		
2031			195,000	42,050	130,000	46,063	200,000	13,265	205,000	85,050	105,000	67,364		
2032			200,000	34,250	135,000	42,488	205,000	6,765	220,000	78,900	110,000	62,900		
2033			210,000	26,250	140,000	38,775			235,000	72,300	115,000	58,226		
2034			215,000	19,950	145,000	34,925			255,000	65,250	115,000	53,338		
2035			220,000	13,500	150,000	30,938			270,000	57,600	120,000	48,450		
2036			230,000	6,900	150,000	26,813			290,000	49,500	130,000	43,350		
2037					155,000	22,688			310,000	40,800	135,000	37,826		
2038					160,000	18,425			330,000	31,500	140,000	32,088		
2039					165,000	14,025			350,000	21,600	145,000	26,138		
2040					170,000	9,488			370,000	11,000	150,000	19,976		
2041					175,000	4,813					155,000	13,600		
2042											165,000	7,012		
Total	200,000	20,600	2,430,000	630,050	2,470,000	701,938	1,635,000	268,975	3,900,000	1,246,250	2,200,000	1,051,036	20,000	1,600

CITY OF MARSHALL
Debt Service Analysis:

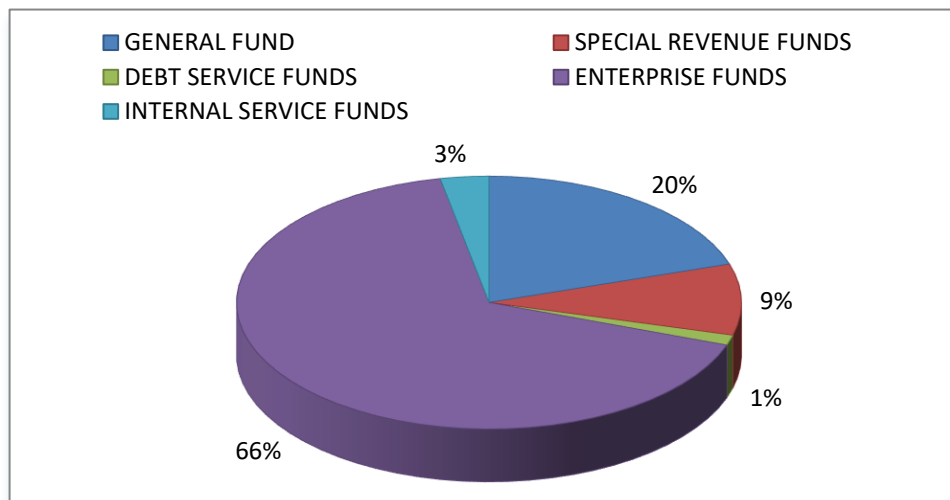
FYE 6/30/2023

Water

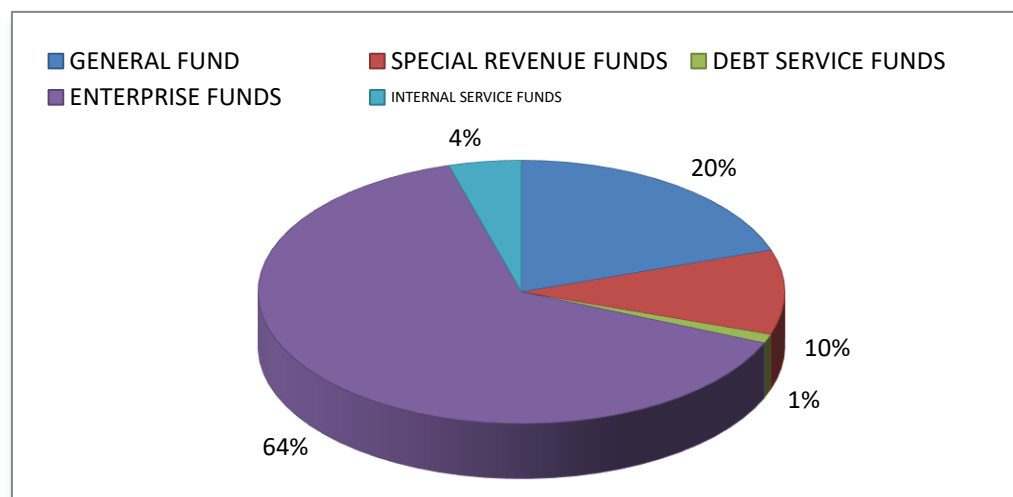
Component Units

Year	591 - Water 2016 GOLT-\$6,850,000 (this		591 - Water 2016 GOLT-\$6,850,000 (this		591 - Water 2009 GOLT CAP-\$1,345,000		591 - Water 2012 GOLT CAP (D)-		Total			251-SNIA 2021 GOLT (Rebecca St)		250-LDFA 2022 GOLT (LDFA-Brooks Substatio	
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Total	Principal	Interest	Principal	Interest
2024	15,000	-	10,000	-	75,000	26,775	90,000	28,235	860,000	482,225	1,342,225	-	26,010	335,000	246,400
2025					80,000	22,950	90,000	25,535	855,000	452,027	1,307,027	-	26,010	350,000	233,000
2026					85,000	18,870	95,000	22,835	895,000	421,909	1,316,909	50,000	25,160	365,000	219,000
2027					90,000	14,535	100,000	19,985	940,000	390,385	1,330,385	50,000	23,460	380,000	204,400
2028					95,000	9,945	100,000	16,985	910,000	357,259	1,267,259	50,000	21,760	395,000	189,200
2029					100,000	5,100	105,000	13,985	960,000	325,425	1,285,425	55,000	19,975	410,000	173,400
2030							105,000	10,730	900,000	291,549	1,191,549	55,000	18,105	425,000	157,000
2031							110,000	7,370	945,000	261,162	1,206,162	60,000	16,150	440,000	140,000
2032							115,000	3,795	985,000	229,098	1,214,098	60,000	14,110	460,000	122,400
2033									700,000	195,551	895,551	60,000	12,070	480,000	104,000
2034									730,000	173,463	903,463	65,000	9,945	500,000	84,800
2035									760,000	150,488	910,488	65,000	7,735	520,000	64,800
2036									800,000	126,563	926,563	65,000	5,525	540,000	44,000
2037									600,000	101,314	701,314	65,000	3,315	560,000	22,400
2038									630,000	82,013	712,013	65,000	1,105		
2039									660,000	61,763	721,763				
2040									690,000	40,464	730,464				
2041									330,000	18,413	348,413				
2042									165,000	7,012	172,012				
									-	-	-				
Total	\$ 15,000	\$ -	\$ 10,000	\$ -	\$ 525,000	\$ 98,175	\$ 910,000	\$ 149,455	\$ 14,315,000	\$ 4,168,079	\$ 18,483,079	\$ 765,000	\$ 230,435	\$ 6,160,000	\$ 2,004,800

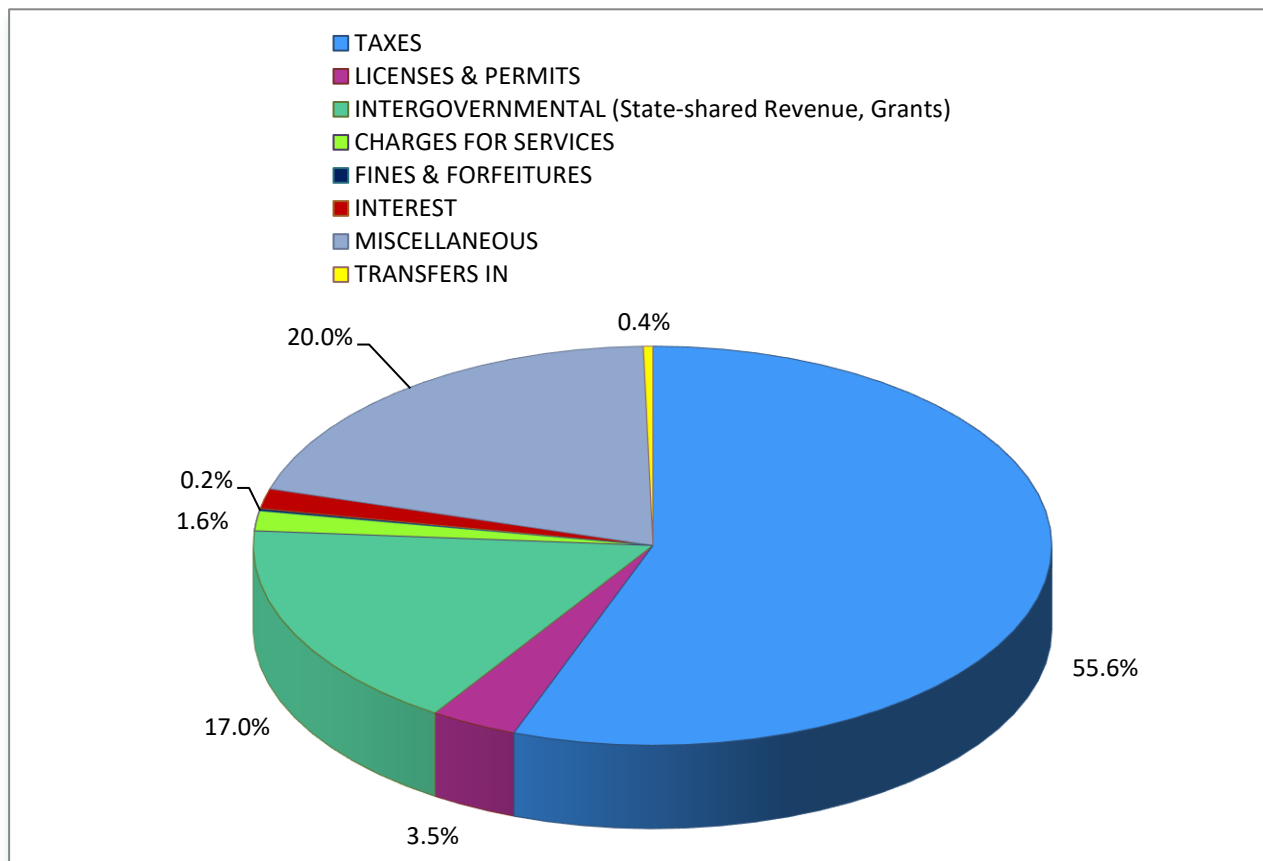
FY 2024 ALL FUNDS REVENUES BY FUND		
GENERAL FUND	\$ 8,331,565	20%
SPECIAL REVENUE FUNDS	3,776,198	9%
DEBT SERVICE FUNDS	540,347	1%
ENTERPRISE FUNDS	27,569,031	66%
INTERNAL SERVICE FUNDS	1,288,617	3%
TOTAL REVENUES	\$ 41,505,758	100%



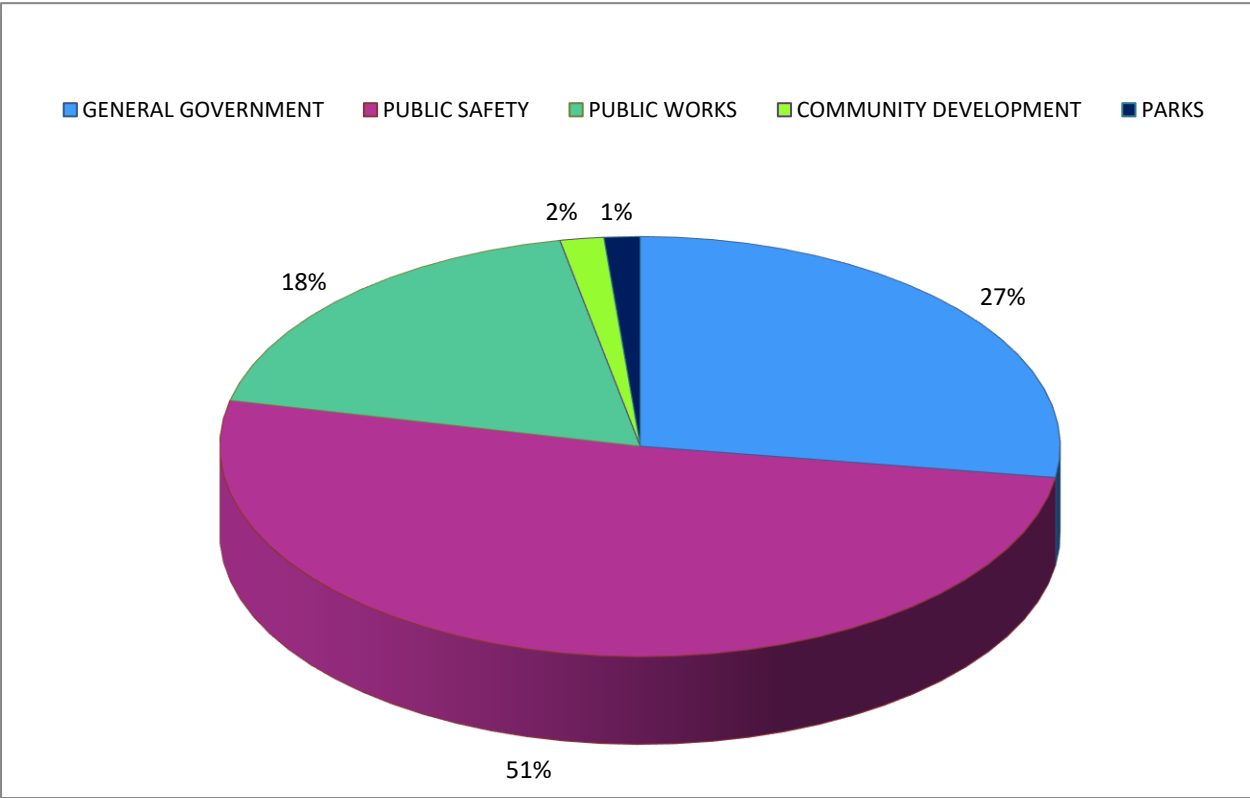
FY 2024 ALL FUNDS EXPENDITURES BY FUND		
GENERAL FUND	\$ 8,259,866	20%
SPECIAL REVENUE FUNDS	4,334,060	10%
DEBT SERVICE FUNDS	459,424	1%
ENTERPRISE FUNDS	26,733,830	64%
INTERNAL SERVICE FUNDS	1,855,190	4%
TOTAL EXPENDITURES	\$ 41,642,370	100%



FY 2024 GENERAL FUND REVENUES		
TAXES	\$ 4,299,762	55.6%
LICENSES & PERMITS	272,000	3.5%
INTERGOVERNMENTAL (State-shared Revenue, Grants)	1,313,432	17.0%
CHARGES FOR SERVICES	124,650	1.6%
FINES & FORFEITURES	14,000	0.2%
INTEREST	125,000	1.6%
MISCELLANEOUS	1,547,818	20.0%
TRANSFERS IN	30,000	0.4%
TOTAL REVENUES	\$ 7,726,662	100%



FY 2024 GENERAL FUND EXPENDITURES		
GENERAL GOVERNMENT	\$ 2,115,125	27%
PUBLIC SAFETY	3,948,814	51%
PUBLIC WORKS	1,423,203	18%
COMMUNITY DEVELOPMENT	129,764	2%
PARKS	107,193	1%
TOTAL EXPENDITURES	\$ 7,724,099	100%



BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
ESTIMATED REVENUES						
Dept 000						
101-000-402.00	Current Property Taxes	3,573,479	3,698,061	3,980,021	3,980,021	4,114,262
101-000-412.00	Delinquent Personal Prop Taxes	662	1,384	2,000	2,000	1,500
101-000-445.00	Penalties & Int. on Taxes	22,678	17,484	25,000	25,000	18,000
101-000-447.00	Tax Collection Fees	136,897	150,289	140,000	140,000	166,000
101-000-476.00	Licenses and Permits	1,775	1,680	2,000	2,000	2,000
101-000-476.01	Permits	214,874	212,961	200,000	200,000	
101-000-476.02	APPLICATIONS - MMFP	150,000	245,000	200,000	200,000	235,000
101-000-477.00	Cable Commissions	37,425	31,207	40,000	40,000	35,000
101-000-529.00	Federal Grants	289,323				
101-000-540.00	State Grants	4,594				
101-000-541.00	Liquor License Refund	8,795	9,129	8,500	8,500	10,000
101-000-573.00	LOCAL COMM STAB SHARE TAX	300,611	308,813	158,000	158,000	300,000
101-000-574.00	State Shared Rev-Constitutiona	653,540	743,348	654,846	654,846	744,927
101-000-574.01	State Shared Rev-StatutoryEVIP	100,900	123,105	123,000	123,000	130,917
101-000-588.00	Contributions from Local Units	158,734	132,548	127,583	127,583	127,588
101-000-588.14	CONTRIBUTIONS - COUNTY PARK MILLAGE		18,671	19,996	19,996	19,000
101-000-589.00	Contributions from School				98,961	103,477
101-000-602.00	NSF Revenue	40	40	40	40	
101-000-607.00	Charges for Services - Fees	2,660	2,145	4,000	4,000	2,000
101-000-607.01	Charges for Services - FOIA	5	269			
101-000-607.02	Charges for Ser.-Plan & Zone	875	1,975	1,000	1,000	2,000
101-000-607.03	FIRE INSPECTION FEES			50,000	50,000	50,000
101-000-626.00	Charges for Services	7,270	9,820	10,000	10,000	10,000
101-000-642.00	Charges for Services - Sales	59,241	50,382	68,000	68,000	60,000
101-000-642.01	Charges for Serv-Columbarium	1,400	650	500	500	650
101-000-658.00	Parking Violations	1,038	2,233	1,000	1,000	2,000
101-000-659.00	District Court - Ord. Fines	11,647	13,448	12,000	12,000	12,000
101-000-659.01	Civil Infractions	250	10			
101-000-665.00	Interest	21,698	24,299	3,000	3,000	125,000
101-000-665.03	UNREALIZED GAIN/LOSS ON INVESTMENTS		(30,680)			
101-000-665.04	INTEREST INCOME-LEASES (GASB 87)		2,757			
101-000-667.00	Rents	50,033	32,221	50,000	50,000	50,000
101-000-667.01	RENT - PARKS	3,690				
101-000-667.02	RENTS-ROW			512,884	512,884	512,884
101-000-675.00	Contrib. from Other Sources	173,189	157,514	185,000	185,000	167,000
101-000-677.00	CASH - OVER & SHORT	140	95			
101-000-679.00	MISCELLANEOUS REVENUE	182,009	147,117	130,000	130,000	195,000
101-000-680.00	COST ALLOCATION REIMBURSEMENT			452,371	452,371	500,457
101-000-699.00	Transfers From Other Funds	1,494,249	1,535,801	30,000	30,000	30,000
Totals for dept 000 -		7,663,721	7,643,776	7,190,741	7,289,702	7,726,662

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
TOTAL ESTIMATED REVENUES		7,663,721	7,643,776	7,190,741	7,289,702	7,726,662
APPROPRIATIONS						
Dept 101 - City Council						
101-101-703.00	Part-time Salaries	2,300	2,300	2,300	2,300	2,300
101-101-712.00	WORKERS COMPENSATION	55	64	64	64	64
101-101-715.00	Social Security	176	176	176	176	176
101-101-740.00	Operating Supplies	139	29	132	132	132
101-101-810.00	Dues & Memberships	285		285	285	285
101-101-860.00	Transportation & Travel		354			
101-101-958.00	Education & Training	448				
Totals for dept 101 - City Council		3,403	2,923	2,957	2,957	2,957
Dept 172 - City Manager						
101-172-702.00	Payroll	179,694	239,563	168,405	168,405	139,050
101-172-702.01	Other Fringe Benefits-taxable	1,500	9,310			6,000
101-172-712.00	WORKERS COMPENSATION	534	639	639	639	600
101-172-715.00	Social Security	13,511	17,488	12,883	12,883	11,096
101-172-716.00	Hospitalization	32,115	32,859	25,835	25,835	20,313
101-172-717.00	Life Insurance	590	601	451	451	389
101-172-718.00	RETIREMENT - D/B	25,046	30,147	33,804	33,804	
101-172-718.10	RETIREMENT - D/C	2,687	7,176	5,562	5,562	13,905
101-172-727.00	Office Supplies	288		50	50	100
101-172-755.00	Miscellaneous Supplies	80	123			
101-172-757.00	Fuels & Lubricants			283	283	
101-172-801.00	Professional Services		146			
101-172-810.00	Dues & Memberships	2,608	1,082	2,000	2,000	2,000
101-172-850.00	Communications					600
101-172-860.00	Transportation & Travel	223				1,000
101-172-941.00	MOTOR POOL VEHICLE RENTAL	2,300	2,900			
101-172-941.01	TECHNOLOGY INTERNAL SERVICE C	4,013	2,900	5,887	5,887	4,048
101-172-958.00	Education & Training	718	803	700	700	2,000
Totals for dept 172 - City Manager		265,907	345,737	256,499	256,499	201,101
Dept 215 - Clerk						
101-215-702.00	Payroll	24,799	26,813	27,596	27,596	53,642
101-215-702.01	Other Fringe Benefits-taxable	1,500	750	750	750	
101-215-703.00	Part-time Salaries	3,913	1,690	5,000	5,000	
101-215-712.00	WORKERS COMPENSATION	80	97	97	97	150
101-215-715.00	Social Security	1,934	2,008	2,551	2,551	4,104
101-215-716.00	Hospitalization	13,241	12,399	12,378	12,378	23,588
101-215-717.00	Life Insurance	67	73	66	66	46

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
101-215-718.00	RETIREMENT - D/B	5,695	9,074	7,153	7,153	
101-215-718.10	RETIREMENT - D/C		33			5,364
101-215-727.00	Office Supplies	170	146	150	150	150
101-215-728.00	Equipment & Supplies	82				
101-215-801.00	Professional Services	3,105	1,952			
101-215-810.00	Dues & Memberships	175	235	245	245	245
101-215-820.00	Contracted Services	1,271	1,553	1,479	1,479	
101-215-830.00	Elections	6,756	4,860	7,000	7,000	7,000
101-215-860.00	Transportation & Travel	69		150	150	150
101-215-901.00	Advertising	6,205	3,975	6,000	6,000	6,000
101-215-940.00	Rentals					1,697
101-215-941.00	MOTOR POOL VEHICLE RENTAL			192	192	192
101-215-941.01	TECHNOLOGY INTERNAL SERVICE C	1,147	1,102	1,987	1,987	2,050
101-215-958.00	Education & Training	55		300	300	300
Totals for dept 215 - Clerk		70,264	66,760	73,094	73,094	104,678
Dept 242 - Chapel						
101-242-825.00	Insurance	259	215	215	215	230
101-242-931.00	Maintenance of Building	3,195		1,500	1,500	1,500
Totals for dept 242 - Chapel		3,454	215	1,715	1,715	1,730
Dept 253 - Treasurer						
101-253-702.00	Payroll	248,923	223,033	291,236	291,236	289,896
101-253-702.01	Other Fringe Benefits-taxable	4,009	2,042	280	280	2,250
101-253-703.00	Part-time Salaries	14,297	8,825			
101-253-704.00	Overtime Salaries	24	1,616			
101-253-712.00	WORKERS COMPENSATION	732	1,086	1,086	1,086	1,400
101-253-715.00	Social Security	18,412	15,787	22,301	22,301	22,349
101-253-716.00	Hospitalization	94,908	94,419	108,506	108,506	95,453
101-253-717.00	Life Insurance	411	309	503	503	509
101-253-718.00	RETIREMENT - D/B	8,727	9,763	10,947	10,947	26,975
101-253-718.10	RETIREMENT - D/C	10,414	15,443	18,563	18,563	18,446
101-253-727.00	Office Supplies	4,626	3,828	4,000	4,000	4,000
101-253-727.02	Postage and Shipping	11,155	12,701	12,000	12,000	12,000
101-253-801.00	Professional Services	59,528	106,041	111,625	111,625	30,000
101-253-810.00	Dues & Memberships	440	655	500	500	500
101-253-850.00	Communications	5,432	3,919	5,000	5,000	5,000
101-253-860.00	Transportation & Travel	114	40	500	500	500
101-253-901.00	Advertising	604	322	200	200	200
101-253-930.00	Equipment Maintenance	139	93	150	150	150
101-253-941.00	MOTOR POOL VEHICLE RENTAL	910	167	192	192	192
101-253-941.01	TECHNOLOGY INTERNAL SERVICE C	17,339	13,682	26,784	26,784	25,732
101-253-958.00	Education & Training	293	736	1,000	1,000	1,000
Totals for dept 253 - Treasurer		501,437	514,507	615,373	615,373	536,552

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
Dept 257 - City Assessor						
101-257-703.00	Part-time Salaries	1,203	1,205	1,200	1,200	1,200
101-257-712.00	WORKERS COMPENSATION	4	4	4	4	
101-257-715.00	Social Security	92	92	92	92	92
101-257-727.00	Office Supplies	11		500	500	500
101-257-820.00	Contracted Services	61,641	54,797	59,900	59,900	59,900
101-257-850.00	Communications	480	480	540	540	540
101-257-901.00	Advertising	282				
101-257-941.01	TECHNOLOGY INTERNAL SERVICE C	5,978	5,042	9,397	9,397	9,645
Totals for dept 257 - City Assessor		69,691	61,620	71,633	71,633	71,877
Dept 261 - Non-departmental						
101-261-718.00	RETIREMENT - D/B	234,920	308,870	316,666	316,666	346,345
101-261-718.01	Retiree Health Insurance	377,531	364,174	322,430	432,430	380,518
101-261-740.00	Operating Supplies	239				
101-261-755.00	Miscellaneous Supplies	1,876	23,830	1,050	1,050	1,050
101-261-801.00	Professional Services	9,123	42,955	5,850	5,850	5,850
101-261-803.00	Service Fee		20	100	100	100
101-261-804.00	BANK FEES	5,739	6,986	7,000	7,000	7,000
101-261-805.00	Administrative Costs	2,492	1,629	2,000	2,000	2,000
101-261-810.00	Dues & Memberships	5,343	5,385	5,200	5,200	5,200
101-261-820.00	Contracted Services	10,000	10,000	10,000	48,998	10,000
101-261-825.00	Insurance	2,873	7,568	8,000	8,000	11,000
101-261-850.00	Communications	11,006	3,694	3,000	3,000	3,000
101-261-940.00	Rentals			1,466	1,466	1,466
101-261-958.00	Education & Training		3,407			
101-261-964.00	Refund or Rebates	277	1,918	1,500	1,500	1,500
101-261-969.00	Contingency					68,311
101-261-990.00	Debt Service	15,000	15,000			
101-261-994.00	Bond Interest Paid	900	450			
101-261-995.00	Transfers to Other Funds	96,644	86,660	57,624	84,288	82,880
Totals for dept 261 - Non-departmental		773,963	882,546	741,886	917,548	926,220
Dept 265 - City Hall						
101-265-702.00	Payroll	4,522	4,688	4,808	4,808	4,952
101-265-703.00	Part-time Salaries	14,899	16,673	17,850	17,850	17,850
101-265-712.00	WORKERS COMPENSATION	641	716	716	716	475
101-265-715.00	Social Security	1,494	1,623	1,734	1,734	1,365
101-265-716.00	Hospitalization	1,104	416	807	807	807
101-265-717.00	Life Insurance	4	4	4	4	4
101-265-718.10	RETIREMENT - D/C	331	408	481	481	495
101-265-776.00	Building Maintenance Supplies	3,605	5,769	4,000	4,000	6,000
101-265-820.00	Contracted Services	5,915	4,155	6,250	6,250	6,250

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
101-265-825.00	Insurance	5,452	3,714	3,714	3,714	4,500
101-265-921.00	Utilities - Gas	4,159	6,894	4,000	4,000	6,000
101-265-922.00	Utilities-Elec, Water, Sewer	16,109	19,939	19,768	19,768	19,768
101-265-930.00	Equipment Maintenance	1,253	2,590	1,500	1,500	1,500
101-265-931.00	Maintenance of Building	22,994	8,032	12,870	26,525	12,870
101-265-941.00	MOTOR POOL VEHICLE RENTAL	420	526			
101-265-941.01	TECHNOLOGY INTERNAL SERVICE C	1,940	1,546	327	327	334
Totals for dept 265 - City Hall		84,842	77,693	78,829	92,484	83,170
Dept 266 - CITY ATTORNEY						
101-266-801.00	Professional Services	99,326	104,197	100,000	100,000	75,000
101-266-801.03	ATTORNEY SPECIFIC SERVICES	15,592				
Totals for dept 266 - CITY ATTORNEY		114,918	104,197	100,000	100,000	75,000
Dept 268 - Other City Property						
101-268-811.00	Taxes	57,691	58,065	62,000	62,000	65,000
Totals for dept 268 - Other City Property		57,691	58,065	62,000	62,000	65,000
Dept 270 - Human Resources						
101-270-702.00	Payroll	47,978	51,136	53,410	53,410	27,506
101-270-702.01	Other Fringe Benefits-taxable	1,500	1,500	1,500	1,500	750
101-270-712.00	WORKERS COMPENSATION	149	178	178	178	150
101-270-715.00	Social Security	3,449	3,745	4,201	4,201	2,162
101-270-716.00	Hospitalization	21,347	23,242	24,757	24,757	12,379
101-270-717.00	Life Insurance	135	145	132	132	22
101-270-718.00	RETIREMENT - D/B	10,240	12,346	13,844	13,844	
101-270-727.00	Office Supplies	378	9	300	300	300
101-270-740.00	Operating Supplies			50	50	50
101-270-801.00	Professional Services	245	254	500	500	500
101-270-810.00	Dues & Memberships			100	100	100
101-270-901.00	Advertising	54	40	1,000	1,000	100
101-270-941.00	MOTOR POOL VEHICLE RENTAL			192	192	192
101-270-941.01	TECHNOLOGY INTERNAL SERVICE C	2,294	2,204	3,974	3,974	2,429
101-270-958.00	Education & Training	50	30	200	200	200
Totals for dept 270 - Human Resources		87,819	94,829	104,338	104,338	46,840
Dept 301 - Police						
101-301-702.00	Payroll	869,396	970,579	998,472	998,472	1,026,194
101-301-702.01	Other Fringe Benefits-taxable	25,796	41,841	38,192	38,192	56,586
101-301-702.75	PAYROLL - S/T TRAINING	5,027	8,394			
101-301-703.00	Part-time Salaries	21,352	23,176	23,949	23,949	23,949
101-301-704.00	Overtime Salaries	10,991	12,801	88,010	88,010	88,010
101-301-704.70	Overtime - Worked Over/Late Complain	4,309	3,372			
101-301-704.71	Overtime - Cover for Sick Time	7,762	8,794			

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
101-301-704.72	Overtime - Posted Patrol	28,218	25,299			
101-301-704.73	Overtime - Traffic Grant		245			
101-301-704.74	Overtime - Court/Informal Hearing	940	2,268			
101-301-704.75	Overtime - Training	11,253	13,221			
101-301-704.76	Overtime - Special Event Coverage	841	3,153			
101-301-704.77	Overtime - Called in for Major Crime	824				
101-301-712.00	WORKERS COMPENSATION	17,524	24,145	24,145	24,145	21,000
101-301-715.00	Social Security	15,215	17,001	18,254	18,254	15,700
101-301-716.00	Hospitalization	269,682	220,852	262,704	262,704	202,094
101-301-717.00	Life Insurance	1,986	2,097	1,909	1,909	2,338
101-301-718.00	RETIREMENT - D/B	193,765	276,387	286,908	286,908	303,612
101-301-718.10	RETIREMENT - D/C		6			
101-301-727.00	Office Supplies	2,074	1,939	2,000	2,000	1,700
101-301-727.02	Postage and Shipping	124	10	50	50	350
101-301-740.00	Operating Supplies	8,116	14,108	11,034	11,034	13,314
101-301-740.10	MEDICAL AND RESCUE SUPPLIES	214				
101-301-741.00	Uniforms	13,895	7,638	7,000	7,000	10,600
101-301-742.00	Laundry	2,025	3,115	3,500	3,500	4,500
101-301-755.00	Miscellaneous Supplies	198	195			
101-301-757.00	Fuels & Lubricants		64	41,467	41,467	41,467
101-301-801.00	Professional Services	3,084	4,700	3,600	3,600	3,600
101-301-806.00	MEDICAL SERVICES	2,610	243	1,500	1,500	1,500
101-301-810.00	Dues & Memberships	1,343	740	1,105	1,105	1,105
101-301-820.00	Contracted Services	28,750	17,634	34,006	34,006	34,006
101-301-825.00	Insurance	10,928	13,260	13,461	13,461	18,000
101-301-850.00	Communications	45,750	22,454	20,675	20,675	20,675
101-301-860.00	Transportation & Travel	1,636	1,593	3,000	3,000	3,000
101-301-901.00	Advertising	37	76	600	600	600
101-301-930.00	Equipment Maintenance	9,082	5,908	9,300	9,300	9,300
101-301-941.00	MOTOR POOL VEHICLE RENTAL	76,549	67,263	480	480	480
101-301-941.01	TECHNOLOGY INTERNAL SERVICE C	28,857	21,863	41,257	41,257	41,351
101-301-941.02	MOTOR POOL REPLACEMENT CHARGE			38,957	38,957	69,017
101-301-941.03	MOTOR POOL OPERATING CHARGE			61,206	61,206	82,621
101-301-958.00	Education & Training	9,486	10,726	10,590	10,590	10,590
101-301-972.00	SHARE OF CAPITAL PURCHASED BY OTHER FUND		4,050			
101-301-995.00	Transfers to Other Funds	273,569	264,025	110,374	273,691	275,014
Totals for dept 301 - Police		2,003,208	2,115,235	2,157,705	2,321,022	2,382,273
Dept 315 - Crossing Guards						
101-315-703.00	Part-time Salaries	7,138		2,500	5,200	5,460
101-315-712.00	WORKERS COMPENSATION	108	177	177	177	200
101-315-715.00	Social Security	546				
Totals for dept 315 - Crossing Guards		7,792	177	2,677	5,377	5,660

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
Dept 325 - Dispatch Operations						
101-325-820.00	Contracted Services	130,380	191,500	190,000	190,000	122,000
Totals for dept 325 - Dispatch Operations		130,380	191,500	190,000	190,000	122,000
Dept 334 - CODE ENFORCEMENT						
101-334-703.00	Part-time Salaries	9,257				
101-334-715.00	Social Security	625				
101-334-740.00	Operating Supplies	1,026				
101-334-801.00	Professional Services	127				
101-334-901.00	Advertising	259				
101-334-940.00	RENTALS PSB	2,362				
101-334-941.00	MOTOR POOL VEHICLE RENTAL	1,500				
Totals for dept 334 - CODE ENFORCEMENT		15,156				
Dept 336 - Fire						
101-336-702.00	REG FIRE	491,952	523,012	478,446	478,446	530,874
101-336-702.01	Other Fringe Benefits-taxable	26,517	31,385	51,547	51,547	39,190
101-336-702.75	PAYROLL - S/T TRAINING		3,648			
101-336-703.00	Part-time Salaries	48,078	16,651	61,800	61,800	20,000
101-336-704.00	Overtime Salaries	45,267	7,784	56,650	56,650	40,000
101-336-704.71	Overtime - Cover for Sick Time		3,083			
101-336-704.72	OVERTIME - POSTED STATION CVRC	17,060	17,784			
101-336-704.75	Overtime - Training	1,966	6,333			
101-336-704.76	Overtime - Special Event Coverage	452	2,735			
101-336-704.78	OVERTIME FIRE TONE RESPONSE A	1,322	2,532			
101-336-704.79	OVERTIME FIRE TONE RESPONSE F.	150	1,242			
101-336-712.00	WORKERS COMPENSATION	15,318	22,931	22,931	22,931	17,600
101-336-713.00	OTHER FRINGE BENEFITS-NON TAX	4,600	6,590	5,255	5,255	8,550
101-336-715.00	Social Security	11,904	9,660	13,234	13,234	8,266
101-336-716.00	Hospitalization	101,842	93,269	92,632	92,632	90,837
101-336-717.00	Life Insurance	499	527	470	470	534
101-336-718.00	RETIREMENT - D/B	172,938	229,135	267,744	267,744	278,760
101-336-718.10	RETIREMENT - D/C	3,738	5,273	8,008	8,008	9,000
101-336-727.00	Office Supplies	286	548	600	600	700
101-336-727.02	Postage and Shipping	89	30	50	50	50
101-336-729.00	K-9 EQUIPMENT & SUPPLIES	365	759			
101-336-740.00	Operating Supplies	5,086	3,055	5,000	5,000	5,100
101-336-740.10	MEDICAL AND RESCUE SUPPLIES	3,838	709	1,500	1,500	1,500
101-336-741.00	Uniforms	5,388	7,904	9,500	9,500	10,000
101-336-742.00	Laundry	36	119	200	200	500
101-336-755.00	Miscellaneous Supplies	1,529	707	1,200	1,200	1,200
101-336-757.00	Fuels & Lubricants	7,184	12,422	8,000	8,000	8,000
101-336-775.00	Repair & Maintenance Supplies	11,358	1,736	1,500	1,500	1,500
101-336-776.00	Building Maintenance Supplies	1,067	1,701	1,600	1,600	2,500

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
101-336-777.00	MINOR TOOLS AND EQUIPMENT	6,991	1,918	2,000	2,000	2,500
101-336-806.00	MEDICAL SERVICES	3,690	4,220	3,000	3,000	2,000
101-336-810.00	Dues & Memberships	558	225	600	600	600
101-336-820.00	Contracted Services	21,017	9,551	10,500	10,500	22,000
101-336-825.00	Insurance	4,172	5,596	5,680	5,680	8,300
101-336-850.00	Communications	13,537	5,555	22,000	22,000	7,000
101-336-860.00	Transportation & Travel	936	2,706	1,500	1,500	1,500
101-336-901.00	Advertising		295	100	100	100
101-336-921.00	Utilities - Gas	3,786	6,401	4,100	4,100	6,000
101-336-922.00	Utilities-Elec, Water, Sewer	18,726	19,162	22,000	22,000	22,000
101-336-930.00	Equipment Maintenance	49,046	47,127	40,000	40,000	50,000
101-336-931.00	Maintenance of Building	8,710	4,787	4,500	4,500	4,500
101-336-941.00	MOTOR POOL VEHICLE RENTAL	5,193	4,300	192	192	192
101-336-941.01	TECHNOLOGY INTERNAL SERVICE C	20,817	15,730	23,069	23,069	23,485
101-336-941.02	MOTOR POOL REPLACEMENT CHARGE			1,949	1,949	
101-336-941.03	MOTOR POOL OPERATING CHARGE			6,859	6,859	9,490
101-336-958.00	Education & Training	15,322	11,839	10,000	10,000	15,000
101-336-990.00	Debt Service	39,874	40,775		41,744	42,736
101-336-994.00	Bond Interest Paid	5,199	4,297		3,329	2,337
101-336-995.00	Transfers to Other Funds	143,212	143,298		143,319	144,480
Totals for dept 336 - Fire		1,340,615	1,341,046	1,245,916	1,434,308	1,438,881
Dept 371 - Inspection						
101-371-702.00	Payroll	67,846	73,322	88,511	88,511	
101-371-702.01	Other Fringe Benefits-taxable			224	224	
101-371-703.00	Part-time Salaries	583				
101-371-704.00	Overtime Salaries		16			
101-371-712.00	WORKERS COMPENSATION	400	398	400	400	
101-371-715.00	Social Security	5,034	5,441	6,788	6,788	
101-371-716.00	Hospitalization	11,604	9,664	13,108	13,108	
101-371-717.00	Life Insurance	64	69	96	96	
101-371-718.10	RETIREMENT - D/C	3,265	5,925	8,387	8,387	
101-371-727.00	Office Supplies	111	292	255	255	
101-371-740.00	Operating Supplies	260	572	765	765	
101-371-757.00	Fuels & Lubricants			816	816	
101-371-810.00	Dues & Memberships	460	375	375	375	
101-371-812.00	License		225			
101-371-820.00	Contracted Services	18,650	23,550	20,000	20,000	
101-371-860.00	Transportation & Travel	493	778	750	750	
101-371-940.00	Rentals	5,780	4,354	3,515	3,515	
101-371-941.00	MOTOR POOL VEHICLE RENTAL	2,608	3,016	192	192	
101-371-941.01	TECHNOLOGY INTERNAL SERVICE C	3,268	2,622	5,098	5,098	
101-371-941.03	MOTOR POOL OPERATING CHARGE			2,111	2,111	
101-371-958.00	Education & Training	586	1,040	1,000	1,000	

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
Totals for dept 371 - Inspection		121,012	131,659	152,391	152,391	
Dept 441 - Street						
101-441-702.00	Payroll	206,051	198,945	192,184	192,184	283,369
101-441-702.01	Other Fringe Benefits-taxable	5,234	4,522	2,149	2,149	1,934
101-441-702.60	Payroll - Forestry Tree Removal&Trimm	35,198	39,640	36,000	36,000	36,000
101-441-702.61	Payroll - Events Barricades/Banners	1,138	4,241	5,000	5,000	5,000
101-441-702.62	Payroll - Parking Lot Maint	4,384	4,652	4,400	4,400	4,400
101-441-702.63	Payroll - Christmas Decorations	5,736	5,769	5,700	5,700	5,000
101-441-702.66	Payroll - Sign Replacement	781	2,224			
101-441-702.67	Payroll - Sidewalk	423	305			
101-441-702.68	KETCHUM PARK RESTROOM	274	47			
101-441-703.00	Part-time Salaries	7,830	21,988	10,400	10,400	14,000
101-441-703.60	PART-TIME - FORESTRY TREE REMOVAL		1,491			
101-441-703.61	PART-TIME - EVENTS BARRICADES/BANNERS		1,353			
101-441-703.62	PART-TIME - PARKING LOT MAINT		777			
101-441-703.63	PART-TIME - CHRISTMAS DECORATIONS		735			
101-441-703.66	PART-TIME - SIGN REPLACEMENT		431			
101-441-703.67	PART-TIME - SIDEWALK		210			
101-441-703.68	PART-TIME - KETCHUM PARK RESTROOM		84			
101-441-704.00	Overtime Salaries	4,425	3,630	4,800	4,800	4,800
101-441-704.60	Overtime - Forestry Removal&Trimming	1,835	3,059	4,800	4,800	6,000
101-441-704.61	Overtime - Events Barricades/Banners		1,231	1,182	1,182	1,200
101-441-704.62	Overtime - Parking Lot Maint	692	5,300	2,400	2,400	2,000
101-441-704.66	Overtime - Sign Replacement	137	70			
101-441-704.67	Overtime - Sidewalks		158			
101-441-712.00	WORKERS COMPENSATION	18,113	22,457	22,457	22,457	17,000
101-441-715.00	Social Security	19,116	21,604	29,867	29,867	34,993
101-441-716.00	Hospitalization	98,631	104,004	103,544	103,544	94,563
101-441-717.00	Life Insurance	611	632	676	676	738
101-441-718.00	RETIREMENT - D/B	30,087	26,635	29,053	29,053	27,841
101-441-718.10	RETIREMENT - D/C	14,174	26,560	32,297	32,297	34,667
101-441-727.00	Office Supplies	801	273	416	416	424
101-441-740.00	Operating Supplies	4,737	6,786	7,283	7,283	7,428
101-441-741.00	Uniforms	4,969	6,458	4,160	4,160	4,948
101-441-757.00	Fuels & Lubricants			30,316	30,316	35,000
101-441-761.00	Safety Supplies	1,921	1,536	1,061	1,061	1,500
101-441-775.00	Repair & Maintenance Supplies	714	1,025	1,500	1,500	1,530
101-441-777.00	MINOR TOOLS AND EQUIPMENT	3,903	2,788	2,800	2,800	2,800
101-441-778.00	Paint & Signs					7,500
101-441-801.00	Professional Services	20,044	12,495	1,561	1,561	10,000
101-441-805.00	Administrative Costs	46				
101-441-806.00	MEDICAL SERVICES	987	835	1,000	1,000	1,000
101-441-810.00	Dues & Memberships	458	420	528	528	700

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
101-441-820.00	Contracted Services	97,995	59,408	42,100	42,100	25,000
101-441-850.00	Communications	637	744	480	480	480
101-441-860.00	Transportation & Travel		259	850	850	850
101-441-901.00	Advertising	179	423	200	200	200
101-441-922.00	Utilities-Elec, Water, Sewer	78,299	87,205	82,000	82,000	82,000
101-441-930.00	Equipment Maintenance	100				
101-441-939.00	Contracted Maintenance			6,120	6,120	10,000
101-441-940.00	Rentals	24,492	25,407	25,407	25,407	4,652
101-441-941.00	MOTOR POOL VEHICLE RENTAL	184,150	131,757	35,000	35,000	35,000
101-441-941.01	TECHNOLOGY INTERNAL SERVICE C	16,219	12,009	17,833	17,833	17,874
101-441-941.02	MOTOR POOL REPLACEMENT CHARGE			193,634	193,634	227,232
101-441-941.03	MOTOR POOL OPERATING CHARGE			184,146	184,146	165,801
101-441-941.05	VEHICLE RENTAL CREDIT		(25)	(199,234)	(199,234)	(199,234)
101-441-958.00	Education & Training		5,502	13,300	13,300	10,800
Totals for dept 441 - Street		895,521	858,059	939,370	939,370	1,026,990
Dept 447 - Engineering						
101-447-702.00	Payroll	16,171	16,810	29,467	29,467	12,351
101-447-703.00	Part-time Salaries	1,796	5,112	5,400	5,400	1,000
101-447-704.00	Overtime Salaries	140	45			2,000
101-447-712.00	WORKERS COMPENSATION	145	182	200	200	1,100
101-447-715.00	Social Security	1,309	1,622	2,667	2,667	2,322
101-447-716.00	Hospitalization	6,319	7,569	6,034	6,034	6,034
101-447-717.00	Life Insurance	48	53	46	46	53
101-447-718.10	RETIREMENT - D/C	1,513	2,604	2,947	2,947	3,035
101-447-727.00	Office Supplies	833	1,170			500
101-447-740.00	Operating Supplies	961	89			300
101-447-755.00	Miscellaneous Supplies	17	91			
101-447-757.00	Fuels & Lubricants			655	655	700
101-447-801.00	Professional Services	27	16			
101-447-810.00	Dues & Memberships	77				
101-447-820.00	Contracted Services	(147)				
101-447-850.00	Communications		360			
101-447-860.00	Transportation & Travel	7	544			
101-447-901.00	Advertising		40			
101-447-941.00	MOTOR POOL VEHICLE RENTAL	126		480	480	480
101-447-941.01	TECHNOLOGY INTERNAL SERVICE C	5,700	4,387	6,282	6,282	6,296
101-447-941.02	MOTOR POOL REPLACEMENT CHARGE			3,957	3,957	5,093
101-447-941.03	MOTOR POOL OPERATING CHARGE			4,221	4,221	4,466
101-447-941.05	VEHICLE RENTAL CREDIT			(3,456)	(3,456)	(3,456)
101-447-958.00	Education & Training	599	725			1,000
Totals for dept 447 - Engineering		35,641	41,419	58,900	58,900	43,274
Dept 523 - COMPOST						

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
101-523-702.00	PAYROLL	10,792	7,386	11,000	11,000	14,882
101-523-702.01	Other Fringe Benefits-taxable			14	14	14
101-523-703.00	Part-time Salaries	5,650	5,520	5,850	5,850	5,900
101-523-704.00	Overtime Salaries	1,298	50			1,500
101-523-712.00	WORKERS COMPENSATION		29	29	29	
101-523-715.00	Social Security	1,174	961	700	700	260
101-523-716.00	Hospitalization			49	49	45
101-523-717.00	Life Insurance			7	7	7
101-523-718.00	RETIREMENT - D/B			328	328	
101-523-740.00	Operating Supplies		56	68	68	70
101-523-775.00	Repair & Maintenance Supplies	90		612	612	624
101-523-810.00	Dues & Memberships			600	600	600
101-523-820.00	Contracted Services	4,845		5,000	5,000	5,100
101-523-901.00	Advertising			300	300	300
101-523-930.00	Equipment Maintenance	11,643	9,582	4,000	4,000	12,600
101-523-941.00	MOTOR POOL VEHICLE RENTAL	6,200	5,500			10,000
101-523-970.00	Capital Outlay			8,200	8,200	
Totals for dept 523 - COMPOST		41,692	29,084	36,757	36,757	51,902
Dept 567 - Cemetery						
101-567-702.00	Payroll	21,887	20,558	18,186	18,186	19,053
101-567-702.01	Other Fringe Benefits-taxable	755	757	70	70	70
101-567-702.41	Payroll - Mowing/Trimming	230	743			800
101-567-702.51	Payroll - Open/Close Grave	10,733	8,902			9,000
101-567-702.52	Payroll - Decorations	394	419			500
101-567-702.53	Payroll - Foundations	13,719	9,479			9,500
101-567-703.00	Part-time Salaries	41,295	60,864	71,940	71,940	77,512
101-567-704.00	Overtime Salaries	290	247	2,770	2,770	200
101-567-704.41	Overtime - Mowing/Trimming			75	75	
101-567-704.51	Overtime - Open/Close Grave	2,660	2,326	4,065	4,065	2,400
101-567-704.53	Overtime - Foundations		249			
101-567-712.00	WORKERS COMPENSATION	(157)	1,723	1,723	1,723	2,100
101-567-715.00	Social Security	6,514	7,883	7,429	7,429	1,463
101-567-716.00	Hospitalization		196	1,370	1,370	1,348
101-567-717.00	Life Insurance	34	36	35	35	38
101-567-718.00	RETIREMENT - D/B	208				
101-567-718.10	RETIREMENT - D/C	830	1,380	1,819	1,819	1,905
101-567-727.00	Office Supplies		30			
101-567-740.00	Operating Supplies	9,014	9,891	7,041	7,041	7,182
101-567-741.00	Uniforms	299	293	300	300	300
101-567-755.00	Miscellaneous Supplies	354				
101-567-761.00	Safety Supplies	97				100
101-567-775.00	Repair & Maintenance Supplies	699	2,012	1,000	1,000	2,040
101-567-777.00	MINOR TOOLS AND EQUIPMENT	240	806	800	800	800

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
101-567-820.00	Contracted Services	4,545	2,915	2,601	2,601	2,653
101-567-825.00	Insurance	303	555	555	555	750
101-567-901.00	Advertising	192	198	200	200	200
101-567-922.00	Utilities-Elec, Water, Sewer	228	201	250	250	250
101-567-930.00	Equipment Maintenance			300	300	276
101-567-941.00	MOTOR POOL VEHICLE RENTAL	46,000	45,500	7,920	7,920	7,920
101-567-941.01	TECHNOLOGY INTERNAL SERVICE C	830	407	817	817	836
101-567-941.02	MOTOR POOL REPLACEMENT CHARGE			7,902	7,902	10,441
101-567-941.03	MOTOR POOL OPERATING CHARGE			14,774	14,774	15,631
Totals for dept 567 - Cemetery		162,193	178,570	153,942	153,942	175,268
Dept 573 - PSB Operations						
101-573-702.00	Payroll	9,085	9,477	12,019	12,019	12,379
101-573-703.00	Part-time Salaries	3,792	5,598	8,925	8,925	8,320
101-573-704.00	Overtime Salaries	123		675	675	720
101-573-712.00	WORKERS COMPENSATION	251	347	347	347	380
101-573-715.00	Social Security	980	1,102	1,653	1,653	947
101-573-716.00	Hospitalization	1,513	1,527	2,018	2,018	2,018
101-573-717.00	Life Insurance	8	9	10	10	11
101-573-718.10	RETIREMENT - D/C	542	885	1,201	1,201	1,238
101-573-727.00	Office Supplies	238	739	1,000	1,000	1,000
101-573-740.00	Operating Supplies	618	1,139	1,122	1,122	1,122
101-573-761.00	Safety Supplies		280	100	100	100
101-573-776.00	Building Maintenance Supplies	4,264	3,871	3,060	3,060	3,060
101-573-820.00	Contracted Services	14,513	7,911	14,592	14,592	14,592
101-573-825.00	Insurance	9,342	6,462	6,500	6,500	7,700
101-573-850.00	Communications	4,410	2,861	2,000	2,000	2,000
101-573-921.00	Utilities - Gas	7,794	11,968	6,500	6,500	10,000
101-573-922.00	Utilities-Elec, Water, Sewer	38,634	53,075	45,000	45,000	40,000
101-573-930.00	Equipment Maintenance	362	698	408	408	408
101-573-931.00	Maintenance of Building	13,050	20,376	17,860	17,860	19,000
101-573-941.00	MOTOR POOL VEHICLE RENTAL	2,600	2,600			
101-573-941.01	TECHNOLOGY INTERNAL SERVICE C	2,152	1,654	772	772	774
Totals for dept 573 - PSB Operations		114,271	132,579	125,762	125,762	125,769
Dept 701 - Planning & Zoning						
101-701-702.00	Payroll	25,314	26,475	29,364	29,364	31,858
101-701-702.01	Other Fringe Benefits-taxable	2,415	3,173	750	750	
101-701-703.00	Part-time Salaries	26				
101-701-704.00	Overtime Salaries			100	100	
101-701-712.00	WORKERS COMPENSATION	83	95	95	95	
101-701-715.00	Social Security	2,013	2,152	2,312	2,312	2,437
101-701-716.00	Hospitalization	11,553	12,517	13,502	13,502	8,424
101-701-717.00	Life Insurance	68	73	68	68	81

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
101-701-718.00	RETIREMENT - D/B	4,933	9,074	7,153	7,153	
101-701-718.10	RETIREMENT - D/C	26	71	177	177	3,186
101-701-727.00	Office Supplies		77	200	200	200
101-701-740.00	Operating Supplies		64	200	200	200
101-701-801.00	Professional Services		1,119	1,000	1,000	76,000
101-701-810.00	Dues & Memberships					750
101-701-860.00	Transportation & Travel			250	250	250
101-701-901.00	Advertising	196	1,077	600	600	600
101-701-940.00	Rentals			1,503	1,503	2,039
101-701-941.00	MOTOR POOL VEHICLE RENTAL	400	400	480	480	480
101-701-941.01	TECHNOLOGY INTERNAL SERVICE C	1,193	1,126	2,190	2,190	2,259
101-701-958.00	Education & Training			500	500	1,000
Totals for dept 701 - Planning & Zoning		48,220	57,493	60,444	60,444	129,764
Dept 753 - Parks						
101-753-702.00	Payroll	8,371	9,733	17,333	17,333	17,852
101-753-702.01	Other Fringe Benefits-taxable	141		375	375	375
101-753-702.40	Payroll - Rubbish/Garbage	1,075	714			
101-753-702.41	Payroll - Mowing/Trimming	353	83			
101-753-702.55	Payroll - Trees/Forestry	2,003	418			
101-753-702.58	Payroll - Fountain	789	421			
101-753-703.00	Part-time Salaries	16,875	13,861	21,610	21,610	21,610
101-753-703.40	PART-TIME - RUBBISH/GARBAGE		806			
101-753-703.41	PART-TIME - MOWING/TRIMMING		84			
101-753-703.58	PART-TIME - FOUNTAIN		21			
101-753-704.00	Overtime Salaries	539	1,129			
101-753-704.41	Overtime - Mowing/Trimming	72				
101-753-704.55	Overtime - Trees/Forestry	143	42			
101-753-712.00	WORKERS COMPENSATION	324	360	360	360	360
101-753-715.00	Social Security	2,409	2,097	3,008	3,008	1,394
101-753-716.00	Hospitalization	8	2,844	6,593	6,593	6,593
101-753-717.00	Life Insurance	7	15	35	35	38
101-753-718.00	RETIREMENT - D/B		1,283	1,548	1,548	1,483
101-753-718.10	RETIREMENT - D/C	261	128	240	240	1,205
101-753-740.00	Operating Supplies	6,557	1,953	5,100	5,100	5,100
101-753-755.00	Miscellaneous Supplies	854	241			500
101-753-775.00	Repair & Maintenance Supplies	3,619	7,873	3,788	3,788	7,500
101-753-777.00	MINOR TOOLS AND EQUIPMENT	238	680	400	400	400
101-753-801.00	Professional Services		47			
101-753-810.00	Dues & Memberships			300	300	400
101-753-820.00	Contracted Services	4,144	12,669			2,500
101-753-825.00	Insurance	4,863	2,740	2,740	2,740	3,500
101-753-860.00	Transportation & Travel		390	400	400	400
101-753-901.00	Advertising	71	56			

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
101-753-921.00	Utilities - Gas	3,724	2,162	5,000	5,000	3,000
101-753-922.00	Utilities-Elec, Water, Sewer	11,845	16,213	11,500	11,500	11,500
101-753-939.00	Contracted Maintenance	150	950			1,000
101-753-940.00	Rentals	1,160	2,407	1,570	1,570	1,802
101-753-941.00	MOTOR POOL VEHICLE RENTAL	19,750	16,000	13,920	13,920	13,920
101-753-941.01	TECHNOLOGY INTERNAL SERVICE C	166	179	825	825	827
101-753-941.02	MOTOR POOL REPLACEMENT CHARGE			1,030	1,030	1,251
101-753-941.03	MOTOR POOL OPERATING CHARGE			2,111	2,111	2,233
101-753-958.00	Education & Training		300	400	400	450
101-753-970.00	Capital Outlay			28,000	28,000	
Totals for dept 753 - Parks		90,511	98,899	128,186	128,186	107,193
Dept 900 - Capital Outlay Control						
101-900-777.00	MINOR TOOLS AND EQUIPMENT		55,379			
101-900-970.00	Capital Outlay	24,569	21,180		97,606	
101-900-972.00	SHARE OF CAPITAL PURCHASED BY	26,096	10,624			
Totals for dept 900 - Capital Outlay Control		50,665	87,183		97,606	
TOTAL APPROPRIATIONS		7,090,266	7,471,995	7,360,374	8,001,706	7,724,099
NET OF REVENUES/APPROPRIATIONS - FUND 101		573,455	171,781	(169,633)	(712,004)	2,563
BEGINNING FUND BALANCE		3,082,668	3,656,119	3,827,902	3,827,902	3,827,902
FUND BALANCE ADJUSTMENTS		(2)				
ENDING FUND BALANCE		3,656,121	3,827,900	3,658,269	3,115,898	3,830,465
Fund 202 - MVH Major & Trunkline Fund						
ESTIMATED REVENUES						
Dept 000						
202-000-548.00	State - Trunkline	44,390	68,703	42,000	42,000	42,000
202-000-549.00	State - MVH Local		23,349			
202-000-550.00	State - MVH Major	679,033	771,077	721,744	721,744	725,000
202-000-569.00	STATE GRANT - OTHER	7,787	14,629	10,000	10,000	
202-000-665.00	Interest	529	1,046			20,000
202-000-665.03	UNREALIZED GAIN/LOSS ON INVESTMENTS		(5,555)			
202-000-699.00	Transfers From Other Funds	13,800				
Totals for dept 000 -		745,539	873,249	773,744	773,744	787,000
TOTAL ESTIMATED REVENUES		745,539	873,249	773,744	773,744	787,000
APPROPRIATIONS						
Dept 463 - Street Maintenance						
202-463-702.00	Payroll	15,850	12,919	16,000	16,000	16,000

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
202-463-703.00	Part-time Salaries		21			
202-463-704.00	Overtime Salaries	560	137	3,250	3,250	2,500
202-463-712.00	WORKERS COMPENSATION	215	180	180	180	
202-463-715.00	Social Security	1,054	954	1,040	1,040	
202-463-716.00	Hospitalization	1,984	1,136	2,999	2,999	
202-463-775.00	Repair & Maintenance Supplies	5,088	6,567	10,000	10,000	7,000
202-463-801.00	Professional Services	353				80,000
202-463-939.00	Contracted Maintenance	29,970	17,515	43,000	43,000	27,500
202-463-941.00	MOTOR POOL VEHICLE RENTAL	6,836	4,000	12,000	12,000	12,000
Totals for dept 463 - Street Maintenance		61,910	43,429	88,469	88,469	145,000
Dept 464 - Surface Maintenance						
202-464-702.93	PAYROLL - TRUNKLINE 227	162	359	347	347	500
202-464-702.94	PAYROLL - TRUNKLINE I94	116	291	2,944	2,944	500
202-464-703.93	PART-TIME - TRUNKLINE 227			200	200	
202-464-703.94	PART-TIME - TRUNKLINE I94			200	200	
202-464-715.00	Social Security	22	48	252	252	
Totals for dept 464 - Surface Maintenance		300	698	3,943	3,943	1,000
Dept 466 - Trees						
202-466-702.93	PAYROLL - TRUNKLINE 227					1,500
202-466-702.94	PAYROLL - TRUNKLINE I94			500	500	2,000
Totals for dept 466 - Trees				500	500	3,500
Dept 467 - Drainage						
202-467-702.93	PAYROLL - TRUNKLINE 227	191	619			1,000
202-467-702.94	PAYROLL - TRUNKLINE I94	263	79	270	270	1,500
202-467-703.00	Part-time Salaries					250
202-467-703.93	PART-TIME - TRUNKLINE 227		504			
202-467-715.00	Social Security	34	89			
Totals for dept 467 - Drainage		488	1,291	270	270	2,750
Dept 468 - Grass & Weeds						
202-468-702.94	PAYROLL - TRUNKLINE I94	48		200	200	
202-468-715.00	Social Security	3				
Totals for dept 468 - Grass & Weeds		51		200	200	
Dept 469 - Sweeping & Flushing						
202-469-702.00	Payroll	1,631	496	1,700	1,700	
202-469-702.93	PAYROLL - TRUNKLINE 227	256	215	260	260	250
202-469-702.94	PAYROLL - TRUNKLINE I94	120	126	150	150	150
202-469-703.00	Part-time Salaries		84			
202-469-704.00	Overtime Salaries	862	444	800	800	500
202-469-704.93	OVERTIME - TRUNKLINE 227	323	135	694	694	700

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
202-469-704.94	OVERTIME - TRUNKLINE I94	1,034	1,372	1,387	1,387	1,400
202-469-712.00	WORKERS COMPENSATION	122	118	118	118	
202-469-715.00	Social Security	227	212			
202-469-941.00	MOTOR POOL VEHICLE RENTAL	5,660	7,000	11,595	11,595	11,595
Totals for dept 469 - Sweeping & Flushing		10,235	10,202	16,704	16,704	14,595
Dept 470 - Bridge Maintenance						
202-470-801.00	Professional Services	300	2,900	2,900	2,900	3,000
202-470-941.00	MOTOR POOL VEHICLE RENTAL		25			
Totals for dept 470 - Bridge Maintenance		300	2,925	2,900	2,900	3,000
Dept 474 - Traffic Services						
202-474-702.00	Payroll	120	271	120	120	250
202-474-704.00	Overtime Salaries	137				
202-474-712.00	WORKERS COMPENSATION	48				
202-474-715.00	Social Security	12	19	135	135	
202-474-716.00	Hospitalization	987	1,106	512	512	
202-474-778.00	Paint & Signs	755	4,671	3,000	3,000	3,000
202-474-939.00	Contracted Maintenance	750	750	7,803	7,803	7,800
202-474-941.00	MOTOR POOL VEHICLE RENTAL	817	800	1,500	1,500	1,500
Totals for dept 474 - Traffic Services		3,626	7,617	13,070	13,070	12,550
Dept 475 - Traffic Signs						
202-475-702.93	PAYROLL - TRUNKLINE 227	138	823	150	150	150
202-475-702.94	PAYROLL - TRUNKLINE I94	140	111	150	150	150
202-475-704.93	OVERTIME - TRUNKLINE 227			347	347	
202-475-704.94	OVERTIME - TRUNKLINE I94			347	347	
202-475-712.00	WORKERS COMPENSATION		39	39	39	
202-475-715.00	Social Security	17	18	225	225	
Totals for dept 475 - Traffic Signs		295	991	1,258	1,258	300
Dept 476 - Traffic Signals						
202-476-922.00	Utilities-Elec, Water, Sewer	690	748	1,082	1,082	800
202-476-939.00	Contracted Maintenance	483		2,854	2,854	3,000
Totals for dept 476 - Traffic Signals		1,173	748	3,936	3,936	3,800
Dept 478 - Winter Maintenance						
202-478-702.93	PAYROLL - TRUNKLINE 227	116	660	585	585	575
202-478-702.94	PAYROLL - TRUNKLINE I94	239	1,328	1,300	1,300	800
202-478-703.94	PART-TIME - TRUNKLINE I94		21			
202-478-704.93	OVERTIME - TRUNKLINE 227	1,029	1,683	1,734	1,734	1,750
202-478-704.94	OVERTIME - TRUNKLINE I94	2,121	4,061	3,468	3,468	3,500
202-478-712.00	WORKERS COMPENSATION		295	295	295	
202-478-715.00	Social Security	257	570	542	542	

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
Totals for dept 478 - Winter Maintenance		3,762	8,618	7,924	7,924	6,625
Dept 479 - Snow Hauling						
202-479-702.94	PAYROLL - TRUNKLINE I94	48		150	150	
202-479-704.94	OVERTIME - TRUNKLINE I94	4,022	2,653	4,855	4,855	2,700
202-479-712.00	WORKERS COMPENSATION		274	274	274	
202-479-715.00	Social Security	301	197	385	385	
Totals for dept 479 - Snow Hauling		4,371	3,124	5,664	5,664	2,700
Dept 480 - Winter Maintenance						
202-480-702.00	Payroll	963	3,171	3,500	3,500	3,000
202-480-704.00	Overtime Salaries	2,512	3,932	2,428	2,428	3,000
202-480-712.00	WORKERS COMPENSATION	244	137	137	137	
202-480-715.00	Social Security	256	528	463	463	
202-480-716.00	Hospitalization	489	548	1,052	1,052	
202-480-718.00	RETIREMENT - D/B			1,165	1,165	
202-480-775.00	Repair & Maintenance Supplies	7,270	7,781	12,293	12,293	8,000
202-480-941.00	MOTOR POOL VEHICLE RENTAL	12,642	8,300	14,314	14,314	14,314
Totals for dept 480 - Winter Maintenance		24,376	24,397	35,352	35,352	28,314
Dept 482 - Administration						
202-482-702.00	Payroll					3,823
202-482-715.00	Social Security					292
202-482-716.00	Hospitalization					727
202-482-717.00	Life Insurance					4
202-482-969.00	Contingency					630
Totals for dept 482 - Administration						5,476
Dept 486 - Trunkline						
202-486-712.00	WORKERS COMPENSATION	244				
202-486-716.00	Hospitalization	3,688	4,130	2,204	2,204	
202-486-718.00	RETIREMENT - D/B			3,940	3,940	
202-486-740.00	Operating Supplies	1				
202-486-775.00	Repair & Maintenance Supplies	12,174	14,995	13,965	13,965	14,000
202-486-941.00	MOTOR POOL VEHICLE RENTAL	15,012	19,676			12,000
Totals for dept 486 - Trunkline		31,119	38,801	20,109	20,109	26,000
Dept 572 - Administration						
202-572-805.00	Administrative Costs	2,802	250	250	250	
202-572-990.00	Debt Service	105,000	110,000	110,000	110,000	115,000
202-572-994.00	Bond Interest Paid	24,963	22,813	20,613	20,613	18,276
202-572-995.00	Transfers to Other Funds	86,454	48,498			
Totals for dept 572 - Administration		219,219	181,561	130,863	130,863	133,276

BUDGET REPORT FOR CITY OF MARSHALL						
		2020-21	2021-22	2022-23	2022-23	2023-24
GL NUMBER	DESCRIPTION	ACTIVITY	ACTIVITY	ORIGINAL	AMENDED	RECOMMENDED
				BUDGET	BUDGET	BUDGET
Dept 900 - Capital Outlay Control						
202-900-970.00	Capital Outlay	418,551	517,650	25,000	25,000	300,000
Totals for dept 900 - Capital Outlay Control		418,551	517,650	25,000	25,000	300,000
TOTAL APPROPRIATIONS		779,776	842,052	356,162	356,162	688,886
NET OF REVENUES/APPROPRIATIONS - FUND 202		(34,237)	31,197	417,582	417,582	98,114
BEGINNING FUND BALANCE		378,875	344,642	375,840	375,840	375,840
FUND BALANCE ADJUSTMENTS		1				
ENDING FUND BALANCE		344,639	375,839	793,422	793,422	473,954
Fund 203 - MVH Local Fund						
ESTIMATED REVENUES						
Dept 000						
203-000-549.00	State - MVH Local	253,872	261,826	193,435	193,435	240,000
203-000-569.00	STATE GRANT - OTHER	3,611	5,019	3,611	3,611	4,272
203-000-665.00	Interest	1,048	1,216	1,514	1,514	10,000
203-000-665.03	UNREALIZED GAIN/LOSS ON INVESTMENTS		(9,217)			
203-000-679.00	MISCELLANEOUS REVENUE		23,954			
203-000-699.00	Transfers From Other Funds	50,000				
Totals for dept 000 -		308,531	282,798	198,560	198,560	254,272
TOTAL ESTIMATED REVENUES		308,531	282,798	198,560	198,560	254,272
APPROPRIATIONS						
Dept 463 - Street Maintenance						
203-463-702.00	Payroll	8,859	15,133	11,000	11,000	15,000
203-463-703.00	Part-time Salaries		2,364	1,200	1,200	500
203-463-704.00	Overtime Salaries	33	243	5,202	5,202	5,200
203-463-712.00	WORKERS COMPENSATION	547	300	300	300	
203-463-715.00	Social Security	668	1,257	1,477	1,477	
203-463-716.00	Hospitalization	5,163	4,314	4,063	4,063	
203-463-775.00	Repair & Maintenance Supplies	2,550	7,019	10,200	10,200	10,000
203-463-939.00	Contracted Maintenance	35,452	13,504	57,000	57,000	25,000
203-463-941.00	MOTOR POOL VEHICLE RENTAL	20,881	15,000	15,000	15,000	15,000
Totals for dept 463 - Street Maintenance		74,153	59,134	105,442	105,442	70,700
Dept 467 - Drainage						
203-467-703.00	Part-time Salaries					6,000
203-467-941.00	MOTOR POOL VEHICLE RENTAL					6,000
Totals for dept 467 - Drainage						12,000

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
Dept 469 - Sweeping & Flushing						
203-469-702.00	Payroll	5,819	1,305	6,000	6,000	4,000
203-469-704.00	Overtime Salaries	452	34	4,162	4,162	1,500
203-469-712.00	WORKERS COMPENSATION	341	235	235	235	
203-469-715.00	Social Security	235	101	562	562	
203-469-941.00	MOTOR POOL VEHICLE RENTAL	10,359	10,400	27,055	27,055	27,055
Totals for dept 469 - Sweeping & Flushing		17,206	12,075	38,014	38,014	32,555
Dept 474 - Traffic Services						
203-474-702.00	Payroll	226	52	500	500	500
203-474-704.00	Overtime Salaries	90		1,734	1,734	750
203-474-712.00	WORKERS COMPENSATION	335	98	98	98	
203-474-715.00	Social Security	20	4	294	294	
203-474-716.00	Hospitalization	2,508	2,808	1,535	1,535	
203-474-775.00	Repair & Maintenance Supplies		75			
203-474-778.00	Paint & Signs	547	4,084	2,668	2,668	2,500
203-474-941.00	MOTOR POOL VEHICLE RENTAL	321	325	1,500	1,500	1,500
Totals for dept 474 - Traffic Services		4,047	7,446	8,329	8,329	5,250
Dept 480 - Winter Maintenance						
203-480-702.00	Payroll	2,799	6,809	2,800	2,800	4,000
203-480-704.00	Overtime Salaries	3,002	8,687	4,994	4,994	7,500
203-480-712.00	WORKERS COMPENSATION	335	283	283	283	
203-480-715.00	Social Security	427	1,156	705	705	
203-480-716.00	Hospitalization	2,656	2,974	1,226	1,226	
203-480-775.00	Repair & Maintenance Supplies	59,657	8,530	11,081	11,081	10,000
203-480-941.00	MOTOR POOL VEHICLE RENTAL	15,991	15,000	33,398	33,398	33,398
Totals for dept 480 - Winter Maintenance		84,867	43,439	54,487	54,487	54,898
Dept 482 - Administration						
203-482-702.00	Payroll					6,797
203-482-715.00	Social Security					520
203-482-716.00	Hospitalization					1,292
203-482-717.00	Life Insurance					7
203-482-969.00	Contingency					1,120
Totals for dept 482 - Administration						9,736
Dept 572 - Administration						
203-572-805.00	Administrative Costs	2,552				
203-572-995.00	Transfers to Other Funds	19,059	17,482			
Totals for dept 572 - Administration		21,611	17,482			
Dept 900 - Capital Outlay Control						
203-900-970.00	Capital Outlay		117,821	37,000	352,000	

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
Totals for dept 900 - Capital Outlay Control			117,821	37,000	352,000	
TOTAL APPROPRIATIONS		201,884	257,397	243,272	558,272	185,139
NET OF REVENUES/APPROPRIATIONS - FUND 203		106,647	25,401	(44,712)	(359,712)	69,133
BEGINNING FUND BALANCE		757,070	863,718	889,119	889,119	889,119
ENDING FUND BALANCE		863,717	889,119	844,407	529,407	958,252
Fund 204 - MUNICIPAL STREET FUND						
ESTIMATED REVENUES						
Dept 000						
204-000-665.00	Interest	80	6,754			50,000
204-000-696.00	Bond Proceeds	4,750,000				
204-000-697.00	PREMIUMS ON BONDS	66,969				
Totals for dept 000 -		4,817,049	6,754			50,000
TOTAL ESTIMATED REVENUES		4,817,049	6,754			50,000
APPROPRIATIONS						
Dept 441 - Street						
204-441-702.00	Payroll	2,036	24,080	24,000	24,000	18,000
204-441-703.00	Part-time Salaries	960	653	5,400	5,400	2,500
204-441-704.00	Overtime Salaries	1,035	1,870	3,132	3,132	4,000
204-441-715.00	Social Security	302	1,966	653	653	
204-441-716.00	Hospitalization			6,960	6,960	
204-441-740.00	Operating Supplies	346	3,425	2,000	2,000	1,500
204-441-801.00	Professional Services	12,200	82,248	50,000	100,000	50,000
204-441-820.00	Contracted Services	258,905	1,373,541	1,500,000	1,500,000	750,000
204-441-826.00	Bond Issuance Costs	144,156				
204-441-901.00	Advertising	164	40	1,000	1,000	
204-441-941.00	MOTOR POOL VEHICLE RENTAL	261	5,082	30,720	30,720	30,720
204-441-955.00	COST ALLOCATION			4,133	4,133	4,340
204-441-970.34	STREET IMPROVEMENTS 2021 BOND	7,150				
Totals for dept 441 - Street		427,515	1,492,905	1,627,998	1,677,998	861,060
Dept 900 - Capital Outlay Control						
204-900-970.00	Capital Outlay				98,000	
Totals for dept 900 - Capital Outlay Control					98,000	
TOTAL APPROPRIATIONS		427,515	1,492,905	1,627,998	1,775,998	861,060
NET OF REVENUES/APPROPRIATIONS - FUND 204		4,389,534	(1,486,151)	(1,627,998)	(1,775,998)	(811,060)

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
BEGINNING FUND BALANCE			4,389,534	2,903,383	2,903,383	2,903,383
ENDING FUND BALANCE		4,389,534	2,903,383	1,275,385	1,127,385	2,092,323
Fund 207 - MARSHALL REGIONAL LAW ENFORCEMENT CENTER						
ESTIMATED REVENUES						
Dept 000						
207-000-628.00	Charges for Services - Contract Revenue	239,233	294,245	176,604	176,604	276,972
207-000-665.00	Interest	69	57			4,000
207-000-676.00	Reimbursement	41,600	31,944	41,600	41,600	45,000
207-000-679.00	MISCELLANEOUS REVENUE	48,467	36,884			
207-000-699.01	Contributions - General Fund	110,374	100,733	110,374	110,374	110,374
Totals for dept 000 -		439,743	463,863	328,578	328,578	436,346
TOTAL ESTIMATED REVENUES		439,743	463,863	328,578	328,578	436,346
APPROPRIATIONS						
Dept 304 - MRLEC OPERATIONS						
207-304-702.00	Payroll	21,810	24,286	24,038	24,038	24,759
207-304-703.00	Part-time Salaries	22,277	22,906	21,658	21,658	23,400
207-304-703.01	PT Salaries - exempt	41,600	44,288	49,140	49,140	49,140
207-304-704.00	Overtime Salaries	9	173	2,000	2,000	2,000
207-304-712.00	WORKERS COMPENSATION	1,180	2,973	2,973	2,973	2,973
207-304-715.00	Social Security	3,389	3,230	7,438	7,438	1,894
207-304-716.00	Hospitalization	3,782	3,837	4,037	4,037	4,037
207-304-717.00	Life Insurance	20	22	20	20	22
207-304-718.10	RETIREMENT - D/C	1,177	1,893	2,404	2,404	2,476
207-304-740.00	Operating Supplies	7,050	901	5,000	5,000	5,000
207-304-757.00	Fuels & Lubricants			400	400	400
207-304-776.00	Building Maintenance Supplies	9,308	3,930	6,000	6,000	6,000
207-304-820.00	Contracted Services	9,959	9,699	10,200	10,200	10,200
207-304-820.01	Contracted Maint. - Plowing	18,306	18,268	20,094	20,094	22,158
207-304-820.02	Contracted Maint - Lawn	9,245	2,947	12,650	12,650	12,650
207-304-825.00	Insurance	20,604	15,319	15,319	15,319	18,396
207-304-850.00	Communications	8,203	8,815	12,120	12,120	12,120
207-304-921.00	Utilities - Gas	27,264	43,239	32,717	32,717	32,717
207-304-922.00	Utilities-Elec, Water, Sewer	90,435	93,383	108,522	108,522	108,522
207-304-930.00	Equipment Maintenance	23,595	24,963	20,200	20,200	20,200
207-304-931.00	Maintenance of Building	18,923	13,639	19,750	19,750	19,750
207-304-939.00	Contracted Maintenance	8,813		2,500	2,500	2,500
207-304-941.00	MOTOR POOL VEHICLE RENTAL	1,951	2,300	480	480	
207-304-941.01	TECHNOLOGY INTERNAL SERVICE C	1,057	814	1,635	1,635	1,672
207-304-941.02	MOTOR POOL REPLACEMENT CHARGE			1,825	1,825	2,441

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
207-304-941.03	MOTOR POOL OPERATING CHARGE			4,221	4,221	4,466
207-304-955.00	COST ALLOCATION			8,213	8,213	8,624
207-304-970.00	Capital Outlay	20,000	45,743	31,305	31,305	79,805
Totals for dept 304 - MRLEC OPERATIONS		369,957	387,568	426,859	426,859	478,322
TOTAL APPROPRIATIONS		369,957	387,568	426,859	426,859	478,322
NET OF REVENUES/APPROPRIATIONS - FUND 207		69,786	76,295	(98,281)	(98,281)	(41,976)
BEGINNING FUND BALANCE		292,518	362,306	438,603	438,603	458,266
FUND BALANCE ADJUSTMENTS		(1)	2	19,663	19,663	
ENDING FUND BALANCE		362,303	438,603	359,985	359,985	416,290
Fund 208 - Recreation Fund						
ESTIMATED REVENUES						
Dept 000						
208-000-402.00	Current Property Taxes	191,007	197,133	203,912	203,912	216,315
208-000-412.00	Delinquent Personal Prop Taxes	36	74	100	100	
208-000-445.00	Penalties & Int. on Taxes	417	353	400	400	
208-000-573.00	LOCAL COMM STAB SHARE TAX	23,335	24,260	8,402	8,402	8,402
208-000-587.00	Local Recreation grants	48,000				
208-000-588.00	Contributions from Local Units	17,598				
208-000-651.00	Use Fees	46,467	176,420	194,846	194,846	188,936
208-000-665.00	Interest	370	637	50	50	3,000
208-000-665.03	UNREALIZED GAIN/LOSS ON INVESTMENTS		(5,429)			
208-000-679.00	MISCELLANEOUS REVENUE	176	500			
Totals for dept 000 -		327,406	393,948	407,710	407,710	416,653
TOTAL ESTIMATED REVENUES		327,406	393,948	407,710	407,710	416,653
APPROPRIATIONS						
Dept 751 - Recreation						
208-751-702.00	Payroll	77,618	92,105	83,703	83,703	93,262
208-751-702.01	Other Fringe Benefits-taxable	1,786	1,500	1,125	1,125	1,265
208-751-703.00	Part-time Salaries	4,582	15,324	28,915	28,915	28,915
208-751-703.01	PT Salaries - exempt	1,390	6,587	8,404	8,404	9,019
208-751-704.00	Overtime Salaries		5			
208-751-712.00	WORKERS COMPENSATION	2,548	4,442	4,442	4,442	1,760
208-751-715.00	Social Security	5,955	7,986	8,701	8,701	7,231
208-751-716.00	Hospitalization	24,735	31,749	27,765	27,765	21,938
208-751-717.00	Life Insurance	174	185	141	141	159
208-751-718.00	RETIREMENT - D/B	32,052	36,757	41,069	41,069	39,356
208-751-718.01	Retiree Health Insurance	23,325	24,025	31,835	31,835	12,211

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
208-751-718.10	RETIREMENT - D/C	1,227	3,123	3,892	3,892	4,108
208-751-727.00	Office Supplies		62			
208-751-740.00	Operating Supplies	7,994	61,994	71,000	71,000	72,000
208-751-755.00	Miscellaneous Supplies	507	157	1,000	1,000	5,000
208-751-757.00	Fuels & Lubricants			341	341	
208-751-776.00	Building Maintenance Supplies	652		500	500	500
208-751-801.00	Professional Services	503	285			
208-751-810.00	Dues & Memberships	500	515	600	600	750
208-751-820.00	Contracted Services	34,047	22,315	24,000	24,000	24,000
208-751-825.00	Insurance	297	1,869	1,900	1,900	2,300
208-751-850.00	Communications	904	589	1,200	1,200	
208-751-860.00	Transportation & Travel		388	400	400	600
208-751-901.00	Advertising	139	56			
208-751-922.00	Utilities-Elec, Water, Sewer	2,433	3,909	2,700	2,700	2,700
208-751-940.00	Rentals	11,260	9,280	7,146	7,146	7,371
208-751-941.00	MOTOR POOL VEHICLE RENTAL	5,138	6,455	5,000	5,000	5,000
208-751-941.01	TECHNOLOGY INTERNAL SERVICE C	7,438	5,267	6,361	6,361	6,376
208-751-941.02	MOTOR POOL REPLACEMENT CHARGE			2,381	2,381	2,802
208-751-941.03	MOTOR POOL OPERATING CHARGE			6,332	6,332	6,699
208-751-941.05	VEHICLE RENTAL CREDIT			(15,000)	(15,000)	(15,000)
208-751-955.00	COST ALLOCATION			7,318	7,318	7,684
208-751-958.00	Education & Training	315	345	1,000	1,000	1,000
208-751-964.00	Refund or Rebates	8,068	94	100	100	
208-751-969.00	CONTINGENCY					2,328
208-751-970.00	Capital Outlay	58,829				
208-751-995.00	Transfers to Other Funds	25,953	43,551			
Totals for dept 751 - Recreation		340,369	380,919	364,271	364,271	351,334
TOTAL APPROPRIATIONS		340,369	380,919	364,271	364,271	351,334
NET OF REVENUES/APPROPRIATIONS - FUND 208		(12,963)	13,029	43,439	43,439	65,319
BEGINNING FUND BALANCE		208,960	195,996	209,027	209,027	209,027
ENDING FUND BALANCE		195,997	209,025	252,466	252,466	274,346
Fund 211 - FARMERS MARKET						
ESTIMATED REVENUES						
Dept 000						
211-000-476.01	Permits		280			
211-000-588.10	CONTRIBUTIONS		2,325	10,000	10,000	5,000
211-000-588.11	CONTRIBUTIONS - FRIENDS OF THE	6,337				1,500
211-000-628.00	Charges for Services - Contract Revenu	3,189	9,464	9,000	9,000	9,000
211-000-665.00	Interest	3	5			150
211-000-667.00	Rents	8,639	7,011	4,000	4,000	6,000

BUDGET REPORT FOR CITY OF MARSHALL						
		2020-21	2021-22	2022-23	2022-23	2023-24
GL NUMBER	DESCRIPTION	ACTIVITY	ACTIVITY	ORIGINAL	AMENDED	RECOMMENDED
				BUDGET	BUDGET	BUDGET
211-000-679.00	MISCELLANEOUS REVENUE		140	2,000	2,000	500
211-000-679.26	MISC REVENUE - SR PROJECT FRESH		150	750	750	100
Totals for dept 000 -		18,168	19,375	25,750	25,750	22,250
TOTAL ESTIMATED REVENUES		18,168	19,375	25,750	25,750	22,250
APPROPRIATIONS						
Dept 000						
211-000-703.00	Part-time Salaries					10,000
211-000-703.01	PT Salaries - exempt	10,200	10,200	10,200	10,200	
211-000-712.00	WORKERS COMPENSATION		37	37	37	
211-000-715.00	Social Security			780	780	
211-000-727.00	Office Supplies		240	150	150	
211-000-755.00	Miscellaneous Supplies	2,155	908	3,000	3,000	2,000
211-000-801.00	Professional Services					100
211-000-804.00	BANK FEES	804	184	400	400	200
211-000-850.00	Communications	570	480	490	490	492
211-000-901.00	Advertising	724	1,460	1,200	1,200	1,200
211-000-902.00	Marketing	605	40	3,000	3,000	1,500
211-000-922.00	Utilities-Elec, Water, Sewer	345	1,124	1,200	1,200	1,200
211-000-940.00	Rentals	3,325	4,075	3,400	3,400	
211-000-944.00	Projects/Fundraisers		572	750	750	1,000
211-000-955.00	COST ALLOCATION			304	304	319
211-000-955.99	MISCELANEOUS EXPENSE	3,020				
211-000-958.00	Education & Training					500
211-000-995.00	Transfers to Other Funds	2,975				
Totals for dept 000 -		24,723	19,320	24,911	24,911	18,511
TOTAL APPROPRIATIONS		24,723	19,320	24,911	24,911	18,511
NET OF REVENUES/APPROPRIATIONS - FUND 211		(6,555)	55	839	839	3,739
BEGINNING FUND BALANCE		23,673	17,118	17,172	17,172	17,172
ENDING FUND BALANCE		17,118	17,173	18,011	18,011	20,911
Fund 226 - Leaf, Brush and Trash Removal						
ESTIMATED REVENUES						
Dept 000						
226-000-402.00	Current Property Taxes	101,673	160,591	174,640	174,640	176,282
226-000-412.00	Delinquent Personal Prop Taxes	17	50			
226-000-445.00	Penalties & Int. on Taxes	220	288	200	200	
226-000-573.00	LOCAL COMM STAB SHARE TAX	12,424	12,914	4,471	4,471	4,500
226-000-665.00	Interest	2	5			400

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
Totals for dept 000 -		114,336	173,848	179,311	179,311	181,182
TOTAL ESTIMATED REVENUES		114,336	173,848	179,311	179,311	181,182
APPROPRIATIONS						
Dept 000						
226-000-702.64	Payroll - Leaf Disposal	24,136	21,962	18,000	18,000	24,000
226-000-702.65	Payroll - Brush Disposal	3,327	5,967	7,217	7,217	7,200
226-000-703.64	Part-time Leaf Disposal	9,990	14,573	12,480	12,480	11,983
226-000-703.65	PART-TIME - BRUSH DISPOSAL	1,149	363			
226-000-704.64	Overtime - Leaf Disposal	17,428	18,943	23,266	23,266	20,000
226-000-704.65	Overtime - Brush Disposal	70				
226-000-712.00	WORKERS COMPENSATION	1,092	1,694	1,694	1,694	
226-000-715.00	Social Security	5,385	4,586	2,735	2,735	
226-000-777.00	MINOR TOOLS AND EQUIPMENT			2,000	2,000	
226-000-820.00	Contracted Services	20,041	18,547	20,000	20,000	20,000
226-000-901.00	Advertising	432	169			300
226-000-930.00	Equipment Maintenance					2,500
226-000-941.00	MOTOR POOL VEHICLE RENTAL	30,000	27,000	15,840	15,840	15,840
226-000-941.02	MOTOR POOL REPLACEMENT CHARGE			3,589	3,589	4,802
226-000-941.03	MOTOR POOL OPERATING CHARGE			3,166	3,166	3,350
226-000-955.00	COST ALLOCATION			4,881	4,881	5,125
226-000-964.00	Refund or Rebates	3	50			
226-000-995.00	Transfers to Other Funds		30,000	30,000	30,000	30,000
Totals for dept 000 -		113,053	143,854	144,868	144,868	145,100
TOTAL APPROPRIATIONS		113,053	143,854	144,868	144,868	145,100
NET OF REVENUES/APPROPRIATIONS - FUND 226		1,283	29,994	34,443	34,443	36,082
BEGINNING FUND BALANCE		5,817	7,099	37,094	37,094	37,094
ENDING FUND BALANCE		7,100	37,093	71,537	71,537	73,176
Fund 246 - FEDERAL GRANT FUND-SAFER GRANT						
ESTIMATED REVENUES						
Dept 336 - Fire						
246-336-505.00	Federal Grant		67,487	278,747	278,747	252,720
Totals for dept 336 - Fire			67,487	278,747	278,747	252,720
TOTAL ESTIMATED REVENUES			67,487	278,747	278,747	252,720
APPROPRIATIONS						

BUDGET REPORT FOR CITY OF MARSHALL						
		2020-21	2021-22	2022-23	2022-23	2023-24
GL NUMBER	DESCRIPTION	ACTIVITY	ACTIVITY	ORIGINAL	AMENDED	RECOMMENDED
				BUDGET	BUDGET	BUDGET
Dept 336 - Fire						
246-336-702.00	Payroll		41,962	145,230	145,230	165,765
246-336-702.01	Other Fringe Benefits-taxable		3,333			11,397
246-336-715.00	Social Security		638	11,110	11,110	2,569
246-336-716.00	Hospitalization		9,007	78,045	78,045	27,857
246-336-717.00	Life Insurance		53	1,557	1,557	132
246-336-718.00	RETIREMENT - D/B		12,494	42,805	42,805	45,000
Totals for dept 336 - Fire			67,487	278,747	278,747	252,720
TOTAL APPROPRIATIONS			67,487	278,747	278,747	252,720
NET OF REVENUES/APPROPRIATIONS - FUND 246						
BEGINNING FUND BALANCE						
ENDING FUND BALANCE						
Fund 247 - NORTHEAST NEIGHBORHOOD IMPROVEMENT AUTH						
ESTIMATED REVENUES						
Dept 000						
247-000-402.00	Current Property Taxes	35,468	40,109	41,080	41,080	90,336
247-000-665.00	Interest	2	2			350
Totals for dept 000 -		35,470	40,111	41,080	41,080	90,686
TOTAL ESTIMATED REVENUES		35,470	40,111	41,080	41,080	90,686
APPROPRIATIONS						
Dept 000						
247-000-820.00	Contracted Services	9,103				
247-000-955.00	COST ALLOCATION			127	127	133
247-000-970.00	Capital Outlay		16,538			
247-000-995.00	Transfers to Other Funds	2,500	2,500			
Totals for dept 000 -		11,603	19,038	127	127	133
TOTAL APPROPRIATIONS		11,603	19,038	127	127	133
NET OF REVENUES/APPROPRIATIONS - FUND 247						
BEGINNING FUND BALANCE		23,867	21,073	40,953	40,953	90,553
ENDING FUND BALANCE		11,518	35,384	56,457	56,457	56,457
		35,385	56,457	97,410	97,410	147,010
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY						
ESTIMATED REVENUES						
Dept 000						

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
248-000-402.00	Current Property Taxes	156,212	183,112	169,908	169,908	170,949
248-000-404.00	Property Taxes - Prior Years		796			
248-000-412.00	Delinquent Personal Prop Taxes	47	56	50	50	
248-000-445.00	Penalties & Int. on Taxes	71	47			
248-000-573.00	LOCAL COMM STAB SHARE TAX	30,302	25,450	25,000	25,000	30,000
248-000-665.00	Interest	77	266			2,000
248-000-665.03	UNREALIZED GAIN/LOSS ON INVESTMENTS		(884)			
248-000-675.00	Contrib. from Other Sources		3,340			
248-000-679.00	MISCELLANEOUS REVENUE	35	90			
248-000-679.16	MISC REVENUE - BLUES FEST		62,089	54,000	54,000	60,000
Totals for dept 000 -		186,744	274,362	248,958	248,958	262,949
TOTAL ESTIMATED REVENUES		186,744	274,362	248,958	248,958	262,949
APPROPRIATIONS						
Dept 000						
248-000-702.00	Payroll	1,480	2,212			
248-000-702.40	Payroll - Rubbish/Garbage	2,930	1,738	3,000	3,000	
248-000-702.41	Payroll - Mowing/Trimming			1,200	1,200	
248-000-702.42	Payroll - Parking Structure	726	632	800	800	800
248-000-702.43	Payroll - Sidewalk Snow Removal	951	749	1,000	1,000	
248-000-702.44	Payroll - Flowers	1,272	1,450	1,400	1,400	700
248-000-703.00	Part-time Salaries	10,707	10,154	13,000	13,000	39,000
248-000-703.43	PART-TIME - SIDEWALK SNOW REMOVAL		572			
248-000-704.00	Overtime Salaries	414	1,079			
248-000-704.40	Overtime - Rubbish/Garbage	35	401			
248-000-704.42	Overtime - Parking Structure	2,075	1,217			
248-000-704.43	Overtime - Sidewalk Snow Removal	214	1,254			
248-000-704.44	Overtime - Flowers	209				
248-000-712.00	WORKERS COMPENSATION	453	623	623	623	
248-000-715.00	Social Security	1,506	1,583	995	995	1,560
248-000-716.00	Hospitalization	4,312				
248-000-717.00	Life Insurance	52	74			
248-000-755.00	Miscellaneous Supplies	5,939	12,273	2,500	2,500	5,000
248-000-755.01	MISC SUPPLIES - DOWNTOWN PLAN	2,196	671	2,040	2,040	2,040
248-000-777.00	MINOR TOOLS AND EQUIPMENT		3,131	100	100	100
248-000-801.00	Professional Services	27,564	16,398	1,000	1,000	1,000
248-000-803.00	Service Fee	13	3			
248-000-805.00	Administrative Costs	43,604	27,320	36,725	36,725	36,725
248-000-811.00	Taxes	2,409				
248-000-820.00	Contracted Services	26,964	222,383	50,000	50,000	27,000
248-000-820.02	Contracted Maint - Lawn	100				
248-000-850.00	Communications	720	720	720	720	720

BUDGET REPORT FOR CITY OF MARSHALL						
		2020-21	2021-22	2022-23	2022-23	2023-24
GL NUMBER	DESCRIPTION	ACTIVITY	ACTIVITY	ORIGINAL	AMENDED	RECOMMENDED
				BUDGET	BUDGET	BUDGET
248-000-901.00	Advertising		208			
248-000-961.00	COMMUNITY PROMOTIONS		25,950	50,000	50,000	65,000
248-000-970.00	Capital Outlay					10,000
248-000-990.00	Debt Service					59,000
248-000-995.00	Transfers to Other Funds	13,800				
Totals for dept 000 -		150,645	332,795	165,103	165,103	248,645
Dept 717 - DDA Parking Lots						
248-717-941.00	MOTOR POOL VEHICLE RENTAL	54				
Totals for dept 717 - DDA Parking Lots		54				
Dept 718 - DDA Parking Ramp						
248-718-941.00	MOTOR POOL VEHICLE RENTAL	4,000	8,450	4,560	4,560	4,560
Totals for dept 718 - DDA Parking Ramp		4,000	8,450	4,560	4,560	4,560
Dept 719 - DDA Sidewalk						
248-719-941.00	MOTOR POOL VEHICLE RENTAL	7,900	3,950	5,370	5,370	5,370
248-719-941.02	MOTOR POOL REPLACEMENT CHARGE			1,505	1,505	1,343
248-719-941.03	MOTOR POOL OPERATING CHARGE			2,111	2,111	2,233
Totals for dept 719 - DDA Sidewalk		7,900	3,950	8,986	8,986	8,946
TOTAL APPROPRIATIONS		162,599	345,195	178,649	178,649	262,151
NET OF REVENUES/APPROPRIATIONS - FUND 248		24,145	(70,833)	70,309	70,309	798
BEGINNING FUND BALANCE		180,238	204,384	133,551	133,551	133,551
ENDING FUND BALANCE		204,383	133,551	203,860	203,860	134,349
Fund 249 - BUILDING INSPECTION FUND						
ESTIMATED REVENUES						
Dept 000						
249-000-476.01	PERMITS					212,000
249-000-665.00	Interest					1,000
Totals for dept 000 -						213,000
TOTAL ESTIMATED REVENUES						213,000
APPROPRIATIONS						
Dept 371 - Inspection						
249-371-702.00	Payroll					100,826
249-371-702.01	Other Fringe Benefits-taxable					224
249-371-712.00	WORKERS COMPENSATION					350
249-371-715.00	Social Security					7,730

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
249-371-716.00	Hospitalization					14,231
249-371-717.00	Life Insurance					135
249-371-718.10	RETIREMENT - D/C					10,083
249-371-727.00	Office Supplies					255
249-371-740.00	Operating Supplies					765
249-371-757.00	Fuels & Lubricants					816
249-371-810.00	Dues & Memberships					375
249-371-812.00	License					500
249-371-820.00	Contracted Services					25,000
249-371-860.00	Transportation & Travel					750
249-371-940.00	Rentals					3,746
249-371-941.00	MOTOR POOL VEHICLE RENTAL					192
249-371-941.01	TECHNOLOGY INTERNAL SERVICE CHARGE					5,844
249-371-941.03	MOTOR POOL OPERATING CHARGE					2,233
249-371-955.00	COST ALLOCATION					10,000
249-371-958.00	Education & Training					1,000
Totals for dept 371 - Inspection						185,055
TOTAL APPROPRIATIONS						185,055
NET OF REVENUES/APPROPRIATIONS - FUND 249						27,945
BEGINNING FUND BALANCE						
ENDING FUND BALANCE						27,945
Fund 250 - LOCAL DEVELOPMENT FINANCE AUTHORITY FUND						
ESTIMATED REVENUES						
Dept 000						
250-000-402.00	Current Property Taxes	450,647	609,583	621,474	621,474	703,662
250-000-404.00	Property Taxes - Prior Years		11,474			
250-000-573.00	LOCAL COMM STAB SHARE TAX	142,251	211,755	142,000	142,000	200,000
250-000-665.00	Interest	20,029	20,111	50	50	33,000
250-000-673.00	Sales of Fixed Assets		29,966			
250-000-679.00	MISCELLANEOUS REVENUE	39,440	24,008			
250-000-696.00	Bond Proceeds		6,445,000			
250-000-697.00	PREMIUMS ON BONDS		318,659			
Totals for dept 000 -		652,367	7,670,556	763,524	763,524	936,662
TOTAL ESTIMATED REVENUES		652,367	7,670,556	763,524	763,524	936,662
APPROPRIATIONS						
Dept 000						
250-000-755.00	Miscellaneous Supplies	375	4,489			

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
250-000-801.00	Professional Services	264	251,041	5,000	5,000	5,000
250-000-803.00	Service Fee			500	500	500
250-000-805.00	Administrative Costs	150,537	150,537	160,537	160,537	160,537
250-000-811.00	Taxes	360		1,000	1,000	
250-000-820.00	Contracted Services	241,512	278,721	242,000	242,000	239,500
250-000-826.00	Bond Issuance Costs		148,191			
250-000-860.00	Transportation & Travel	93				
250-000-901.00	Advertising		208			
250-000-902.00	Marketing			1,500	1,500	1,500
250-000-922.00	Utilities-Elec, Water, Sewer	2,398	554	1,200	1,200	1,200
250-000-970.00	Capital Outlay		91,470	360,000	360,000	
250-000-970.35	BROOKS INDUSTRIAL PARK SUBSTATION		466,074		5,857,780	
250-000-990.00	Debt Service			335,000	335,000	335,000
250-000-994.00	Bond Interest Paid		56,215	150,000	150,000	246,400
Totals for dept 000 -		395,539	1,447,500	1,256,737	7,114,517	989,637
TOTAL APPROPRIATIONS		395,539	1,447,500	1,256,737	7,114,517	989,637
NET OF REVENUES/APPROPRIATIONS - FUND 250		256,828	6,223,056	(493,213)	(6,350,993)	(52,975)
BEGINNING FUND BALANCE		1,349,088	1,605,917	7,828,973	7,828,973	7,828,973
ENDING FUND BALANCE		1,605,916	7,828,973	7,335,760	1,477,980	7,775,998
Fund 251 - SOUTH NEIGHBORHOOD IMPROVEMENT AUTHORITY						
ESTIMATED REVENUES						
Dept 000						
251-000-402.00	Current Property Taxes	6,579	11,794	13,019	13,019	42,129
251-000-665.00	Interest	15	45	20	20	1,000
251-000-679.00	MISCELLANEOUS REVENUE			19,500	19,500	
251-000-696.00	Bond Proceeds	765,000				
Totals for dept 000 -		771,594	11,839	32,539	32,539	43,129
TOTAL ESTIMATED REVENUES		771,594	11,839	32,539	32,539	43,129
APPROPRIATIONS						
Dept 000						
251-000-801.00	Professional Services	407	3,748	3,000	3,000	
251-000-805.00	Administrative Costs		500			500
251-000-820.00	Contracted Services	1,206				
251-000-826.00	Bond Issuance Costs	20,153				
251-000-941.00	MOTOR POOL VEHICLE RENTAL	200	21			
251-000-955.00	COST ALLOCATION			2,963	2,963	3,111
251-000-970.00	Capital Outlay	243				

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
251-000-994.00	Bond Interest Paid	5,401	22,705	26,010	26,010	26,010
251-000-995.00	Transfers to Other Funds	500				
Totals for dept 000 -		28,110	26,974	31,973	31,973	29,621
Dept 577 - Line Distribution						
251-577-702.00	PAYROLL - ELECTRIC	45,411	5,389			
251-577-715.00	Social Security	2,360	183			
251-577-970.00	Capital Outlay	47,722	1,224			
Totals for dept 577 - Line Distribution		95,493	6,796			
Dept 580 - FIBER TO THE PREMISE						
251-580-970.00	Capital Outlay	10,436				
Totals for dept 580 - FIBER TO THE PREMISE		10,436				
Dept 900 - Capital Outlay Control						
251-900-702.00	Payroll	10,903	3,206			
251-900-703.00	Part-time Salaries	120				
251-900-704.00	Overtime Salaries	2,212	37			
251-900-715.00	Social Security	849	241			
251-900-801.00	Professional Services	7,824				
251-900-820.00	Contracted Services	7,870	150			
251-900-826.00	Bond Issuance Costs	13,900				
251-900-970.00	Capital Outlay	505,657	13,114			
Totals for dept 900 - Capital Outlay Control		549,335	16,748			
TOTAL APPROPRIATIONS		683,374	50,518	31,973	31,973	29,621
NET OF REVENUES/APPROPRIATIONS - FUND 251		88,220	(38,679)	566	566	13,508
BEGINNING FUND BALANCE			88,221	49,542	49,542	49,542
ENDING FUND BALANCE		88,220	49,542	50,108	50,108	63,050
Fund 265 - Drug Forfeiture Fund						
ESTIMATED REVENUES						
Dept 000						
265-000-655.00	FINES & FORFEITS	250		250	250	
265-000-665.00	Interest					16
Totals for dept 000 -		250		250	250	16
TOTAL ESTIMATED REVENUES		250		250	250	16
NET OF REVENUES/APPROPRIATIONS - FUND 265		250		250	250	16
BEGINNING FUND BALANCE		4,219	4,469	4,470	4,470	4,470
ENDING FUND BALANCE		4,469	4,469	4,720	4,720	4,486

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
Fund 287 - AMERICAN RESCUE PLAN ACT						
ESTIMATED REVENUES						
Dept 000						
287-000-528.00	OTHER FEDERAL GRANTS		133,058	364,456	364,456	256,236
287-000-665.00	Interest		193			12,000
Totals for dept 000 -			133,251	364,456	364,456	268,236
TOTAL ESTIMATED REVENUES			133,251	364,456	364,456	268,236
APPROPRIATIONS						
Dept 000						
287-000-702.00	Payroll		109,000			
287-000-703.00	Part-time Salaries		16,000			
287-000-715.00	Social Security		8,058			
287-000-970.00	Capital Outlay					256,236
Totals for dept 000 -			133,058			256,236
TOTAL APPROPRIATIONS			133,058			256,236
NET OF REVENUES/APPROPRIATIONS - FUND 287			193	364,456	364,456	12,000
BEGINNING FUND BALANCE				193	193	193
ENDING FUND BALANCE			193	364,649	364,649	12,193
Fund 295 - Airport						
ESTIMATED REVENUES						
Dept 000						
295-000-529.00	Federal Grants	30,000	13,000			
295-000-640.00	Charges for Service - Fuel	68,723	84,452	74,000	114,000	80,000
295-000-665.00	Interest	15	19	10	10	1,000
295-000-667.00	Rents	25,609	27,373	29,000	29,000	29,000
295-000-675.00	Contrib. from Other Sources	710,747				
295-000-675.99	Contributions - Miscellaneous	947	876			
295-000-679.00	MISCELLANEOUS REVENUE	11				
295-000-696.00	Proceeds from Bonds/Notes	100,000				
295-000-699.01	Contributions - General Fund	70,000	60,000	57,624	57,624	56,000
Totals for dept 000 -		1,006,052	185,720	160,634	200,634	166,000
TOTAL ESTIMATED REVENUES		1,006,052	185,720	160,634	200,634	166,000

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
APPROPRIATIONS						
Dept 595 - Airport						
295-595-702.00	Payroll	10,304	11,895	11,674	11,674	12,024
295-595-703.00	Part-time Salaries	21,089	23,937	20,615	20,615	20,650
295-595-712.00	WORKERS COMPENSATION	365	562	580	580	500
295-595-715.00	Social Security	2,337	2,646	2,470	2,470	920
295-595-716.00	Hospitalization	2,491	2,496	2,650	2,650	2,650
295-595-717.00	Life Insurance	24	28	23	23	28
295-595-718.10	RETIREMENT - D/C	592	883	1,167	1,167	1,202
295-595-740.00	Operating Supplies	2,370	6,976	2,165	2,165	2,000
295-595-757.00	Fuels & Lubricants	55,147	75,548	70,000	110,000	76,000
295-595-812.00	License	50	50	50	50	50
295-595-820.00	Contracted Services	22,093	18,424	14,000	14,000	16,000
295-595-825.00	Insurance	3,548	5,737	5,800	5,800	5,800
295-595-850.00	Communications	13,465	4,227	2,500	2,500	2,500
295-595-860.00	Transportation & Travel			150	150	150
295-595-921.00	Utilities - Gas	1,437	1,458	2,000	2,000	2,000
295-595-922.00	Utilities-Elec, Water, Sewer	6,549	6,215	6,500	6,500	6,400
295-595-930.00	Equipment Maintenance	1,852	1,361	2,000	2,000	2,500
295-595-931.00	Maintenance of Building	2,942	5,346	6,500	6,500	6,500
295-595-941.00	MOTOR POOL VEHICLE RENTAL	2,600				
295-595-941.01	TECHNOLOGY INTERNAL SERVICE C	2,456	1,946	3,839	3,839	3,927
295-595-955.00	COST ALLOCATION			3,925	3,925	4,121
295-595-990.00	Debt Service		10,000			
295-595-994.00	Bond Interest Paid		1,723			
295-595-995.00	Transfers to Other Funds	8,302	8,302			
Totals for dept 595 - Airport		160,013	189,760	158,608	198,608	165,922
Dept 900 - Capital Outlay Control						
295-900-970.00	Capital Outlay	917,610				
Totals for dept 900 - Capital Outlay Control		917,610				
TOTAL APPROPRIATIONS		1,077,623	189,760	158,608	198,608	165,922
NET OF REVENUES/APPROPRIATIONS - FUND 295		(71,571)	(4,040)	2,026	2,026	78
BEGINNING FUND BALANCE		76,601	5,030	989	989	989
ENDING FUND BALANCE		5,030	990	3,015	3,015	1,067
Fund 296 - FEDERAL GRANT FUNDS-CDBG SCHULERS						
ESTIMATED REVENUES						
Dept 000						
296-000-522.00	CDBG FEDERAL GRANT REVENUES		196,060		529,390	
296-000-665.00	Interest		492			

BUDGET REPORT FOR CITY OF MARSHALL						
		2020-21	2021-22	2022-23	2022-23	2023-24
GL NUMBER	DESCRIPTION	ACTIVITY	ACTIVITY	ORIGINAL	AMENDED	RECOMMENDED
				BUDGET	BUDGET	BUDGET
296-000-675.00	Contrib. from Other Sources		622,132		1,089,628	
Totals for dept 000 -			818,684		1,619,018	
TOTAL ESTIMATED REVENUES			818,684		1,619,018	
APPROPRIATIONS						
Dept 694 - CDBG						
296-694-820.00	Contracted Services		818,192		1,619,018	
Totals for dept 694 - CDBG			818,192		1,619,018	
TOTAL APPROPRIATIONS			818,192		1,619,018	
NET OF REVENUES/APPROPRIATIONS - FUND 296			492			
BEGINNING FUND BALANCE				492	492	492
ENDING FUND BALANCE			492	492	492	492
Fund 301 - Capital Improvement Bond Fund						
ESTIMATED REVENUES						
Dept 000						
301-000-402.00	Current Property Taxes		471,655	475,000	475,000	539,047
301-000-412.00	DELINQUENT PERSONAL PROPERTY TAXES		83			
301-000-445.00	Penalties & Int. on Taxes		769			
301-000-665.00	Interest		18			1,300
Totals for dept 000 -			472,525	475,000	475,000	540,347
TOTAL ESTIMATED REVENUES			472,525	475,000	475,000	540,347
APPROPRIATIONS						
Dept 000						
301-000-805.00	Administrative Costs		500			
301-000-990.00	Debt Service		365,000	390,000	390,000	410,000
301-000-994.00	Bond Interest Paid		53,591	57,224	57,224	49,424
Totals for dept 000 -			419,091	447,224	447,224	459,424
TOTAL APPROPRIATIONS			419,091	447,224	447,224	459,424
NET OF REVENUES/APPROPRIATIONS - FUND 301			53,434	27,776	27,776	80,923
BEGINNING FUND BALANCE				53,434	53,434	53,434
ENDING FUND BALANCE			53,434	81,210	81,210	134,357
Fund 536 - Marshall House Fund						

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
ESTIMATED REVENUES						
Dept 000						
536-000-529.00	Federal Grants	2,372				
536-000-531.00	Federal Section 8 Grant	549,400	617,734		650,000	650,000
536-000-665.00	Interest	86	111		120	7,000
536-000-667.00	Rents	376,644	397,780		410,000	425,000
536-000-675.02	Contributions - Marshall House	(50,000)		80,105	80,105	80,000
536-000-679.00	MISCELLANEOUS REVENUE	15,732	69,937		20,000	20,000
536-000-679.02	MISC. REVENUE-CABLE	24,023	22,462		23,000	25,000
Totals for dept 000 -		918,257	1,108,024	80,105	1,183,225	1,207,000
TOTAL ESTIMATED REVENUES		918,257	1,108,024	80,105	1,183,225	1,207,000
APPROPRIATIONS						
Dept 692 - Marshall House						
536-692-702.00	Payroll	120,943	106,415	28,000	28,000	50,063
536-692-702.01	Other Fringe Benefits-taxable	3,215	3,368	450	450	280
536-692-703.00	Part-time Salaries	13,469	13,729			15,000
536-692-712.00	WORKERS COMPENSATION	2,660	3,400			2,000
536-692-715.00	Social Security	9,350	8,992	2,177	2,177	3,851
536-692-716.00	Hospitalization	37,771	24,893	9,194	9,194	3,567
536-692-717.00	Life Insurance	227	221	66	66	70
536-692-718.00	RETIREMENT - D/B	26,951	31,989	35,839	35,839	34,345
536-692-718.01	Retiree Health Insurance	6,365	5,616	4,379	4,379	4,524
536-692-718.10	RETIREMENT - D/C	3,170	4,348			5,000
536-692-722.00	CHANGE IN PENSION LIABILITY	(66,409)	(10,039)			
536-692-723.00	CHANGE IN OPEB LIABILITY	89,987	(58,299)			
536-692-727.00	Office Supplies	615	444		500	750
536-692-740.00	Operating Supplies	15,957	10,449		12,500	12,500
536-692-740.01	Operating Supplies-Activities		44			
536-692-741.00	Uniforms	458	339		500	500
536-692-755.00	Miscellaneous Supplies		21			
536-692-757.00	Fuels & Lubricants					500
536-692-776.00	Building Maintenance Supplies	10,168	10,656		12,000	18,000
536-692-777.00	MINOR TOOLS AND EQUIPMENT		10,069			
536-692-801.00	Professional Services	906	255,754		413,000	35,000
536-692-803.00	Service Fee	7				
536-692-805.00	Administrative Costs	362	35			
536-692-806.00	MEDICAL SERVICES	40	75			
536-692-810.00	Dues & Memberships	4,128	4,119		5,000	5,000
536-692-820.00	Contracted Services	55,745	91,734		100,000	228,000
536-692-820.03	CONTRACTED MAINTENANCE	6,332	19,200		18,000	25,000

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
536-692-825.00	Insurance	14,551	9,856		20,000	10,000
536-692-850.00	Communications	5,361	4,835		5,500	7,500
536-692-860.00	Transportation & Travel					500
536-692-901.00	Advertising	61	266		250	500
536-692-921.00	Utilities - Gas	22,686	37,179		38,000	45,000
536-692-922.00	Utilities-Elec, Water, Sewer	54,630	74,153		72,000	72,000
536-692-923.00	Cable	14,994	16,770		18,000	20,000
536-692-930.00	Equipment Maintenance	2,040	7,080		7,000	7,000
536-692-931.00	Maintenance of Building	41,100	49,421		50,000	60,000
536-692-932.00	Vehicle Maintenance	300				
536-692-941.00	MOTOR POOL VEHICLE RENTAL	912	420		420	420
536-692-941.01	TECHNOLOGY INTERNAL SERVICE C	9,191	7,296		8,000	
536-692-955.00	COST ALLOCATION					15,466
536-692-958.00	Education & Training	1,737				2,000
536-692-968.00	Depreciation	93,607	91,930			92,000
536-692-995.00	Transfers to Other Funds	93,818	100,000			50,000
Totals for dept 692 - Marshall House		697,405	936,778	80,105	860,775	826,336
TOTAL APPROPRIATIONS		697,405	936,778	80,105	860,775	826,336
NET OF REVENUES/APPROPRIATIONS - FUND 536		220,852	171,246		322,450	380,664
BEGINNING FUND BALANCE		1,724,749	1,945,368	2,116,616	2,116,616	2,116,616
FUND BALANCE ADJUSTMENTS		(233)				
ENDING FUND BALANCE		1,945,368	2,116,614	2,116,616	2,439,066	2,497,280
Fund 570 - FIBER TO THE PREMISE						
ESTIMATED REVENUES						
Dept 000						
570-000-636.00	Residential Sales	901,543	1,078,468	1,056,000	1,056,000	1,150,000
570-000-644.00	Commercial Sales	167,443	211,329	192,000	192,000	225,000
570-000-665.00	Interest	15	16	10	10	2,000
570-000-678.00	PENALTIES INCOME	30,624	33,391	35,000	35,000	25,000
570-000-679.00	MISCELLANEOUS REVENUE	7,267	(962)			
Totals for dept 000 -		1,106,892	1,322,242	1,283,010	1,283,010	1,402,000
TOTAL ESTIMATED REVENUES		1,106,892	1,322,242	1,283,010	1,283,010	1,402,000
APPROPRIATIONS						
Dept 580 - FIBER TO THE PREMISE						
570-580-702.00	Payroll	232,712	191,272	221,938	221,938	280,350
570-580-702.01	Other Fringe Benefits-taxable	5,055	3,379	280	280	1,298
570-580-703.00	Part-time Salaries		414			

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
570-580-704.00	Overtime Salaries	2,373	8,140	4,349	4,349	4,000
570-580-712.00	WORKERS COMPENSATION	1,207	1,091	1,200	1,200	1,200
570-580-715.00	Social Security	17,114	15,411	17,333	17,333	21,546
570-580-716.00	Hospitalization	17,142	30,926	48,739	48,739	51,857
570-580-717.00	Life Insurance	520	477	467	467	513
570-580-718.10	RETIREMENT - D/C	11,185	15,521	17,057	17,057	28,035
570-580-727.00	Office Supplies	160	419	1,000	1,000	1,000
570-580-727.02	Postage and Shipping	28	15	250	250	100
570-580-728.00	Equipment & Supplies	46	93			
570-580-740.00	Operating Supplies	1,582	1,636	2,000	2,000	2,500
570-580-741.00	Uniforms	1,732	1,014	750	750	2,000
570-580-757.00	Fuels & Lubricants			3,564	3,564	4,000
570-580-761.00	Safety Supplies	32	428	510	510	1,000
570-580-775.00	Repair & Maintenance Supplies	1				
570-580-777.00	MINOR TOOLS AND EQUIPMENT	964	5,632	3,000	3,000	5,000
570-580-801.00	Professional Services	4,389	5,660	10,000	10,000	10,000
570-580-804.00	BANK FEES	33				
570-580-805.00	Administrative Costs	1,270	1,046	1,200	1,200	
570-580-820.00	Contracted Services	220,101	227,271	167,344	167,344	200,000
570-580-825.00	Insurance		2,107	2,500	2,500	3,000
570-580-850.00	Communications	2,744	2,083	2,000	2,000	3,000
570-580-860.00	Transportation & Travel			1,000	1,000	2,000
570-580-901.00	Advertising	929	455	1,500	1,500	2,000
570-580-902.00	Marketing	853	720	2,000	2,000	3,000
570-580-922.00	Utilities-Elec, Water, Sewer	11,873	13,558	10,000	10,000	11,500
570-580-930.00	Equipment Maintenance	94,651	70,691	15,000	15,000	25,000
570-580-932.00	Vehicle Maintenance			1,000	1,000	
570-580-940.00	Rentals	12,510	10,388	8,832	8,832	11,424
570-580-941.00	MOTOR POOL VEHICLE RENTAL	56,887	50,193	480	480	480
570-580-941.01	TECHNOLOGY INTERNAL SERVICE C	19,873	11,934	13,373	13,373	13,595
570-580-941.02	MOTOR POOL REPLACEMENT CHARGE			12,822	12,822	17,157
570-580-941.03	MOTOR POOL OPERATING CHARGE			12,663	12,663	13,398
570-580-955.00	COST ALLOCATION			23,330	23,330	24,497
570-580-958.00	Education & Training		1,475	3,000	3,000	10,000
570-580-963.00	INSTALLATION OF EQUIPMENT COS	95,966	83,254	45,000	45,000	50,000
570-580-968.00	Depreciation	139,708	140,034	139,708	139,708	140,000
570-580-969.00	Contingency					1,750
570-580-994.00	NOTE INTEREST	84,000	115,786	93,353	93,353	73,992
570-580-995.00	Transfers to Other Funds	34,809	34,809			
Totals for dept 580 - FIBER TO THE PREMISE		1,072,449	1,047,332	888,542	888,542	1,020,192
TOTAL APPROPRIATIONS		1,072,449	1,047,332	888,542	888,542	1,020,192
NET OF REVENUES/APPROPRIATIONS - FUND 570		34,443	274,910	394,468	394,468	381,808

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
	BEGINNING FUND BALANCE	(1,277,434)	(1,242,989)	(968,080)	(968,080)	(968,080)
	FUND BALANCE ADJUSTMENTS	1				
	ENDING FUND BALANCE	(1,242,990)	(968,079)	(573,612)	(573,612)	(586,272)

Fund 582 - Electric Fund

ESTIMATED REVENUES

Dept 000

582-000-445.00	Penalties & Int. on Taxes	98	1,186			100
582-000-476.00	Licenses and Permits	500	250			250
582-000-569.00	STATE GRANT - OTHER	98,140				
582-000-602.00	NSF Revenue	3,040	4,890	3,100	3,100	3,100
582-000-607.00	Charges for Services - Fees	33,714	41,030	60,000	60,000	50,000
582-000-626.00	Charges for Services		2,572			
582-000-632.00	CHARGE POINT SALES	187	468			
582-000-636.00	Residential Sales	3,778,274	3,988,909	4,168,190	4,168,190	4,313,611
582-000-642.03	SALES TO CITY GOVERNMENT	534,170	589,491	578,000	578,000	578,000
582-000-644.00	Commercial Sales	3,845,335	4,275,891	4,769,275	4,769,275	5,057,875
582-000-644.01	COMMERCIAL SALES - MMMF	1,207,498	2,979,878	3,866,871	3,866,871	3,727,232
582-000-645.00	Industrial Sales	3,751,632	4,067,640	5,633,991	5,633,991	5,624,086
582-000-646.00	Public Str. & Hwy. Lighting	55,503	55,581	57,539	57,539	57,000
582-000-647.00	Security & Resort Lighting	50,816	51,243	54,000	54,000	54,000
582-000-665.00	Interest	34,683	73,264	20,000	20,000	84,000
582-000-667.00	Rents	6,401	6,401	6,401	6,401	6,401
582-000-678.00	PENALTIES INCOME	52,683	61,369	64,105	64,105	64,105
582-000-679.00	MISCELLANEOUS REVENUE	126,211	79,868	101,281	101,281	101,281
582-000-683.00	INCR/DECR VALUE OF INVESTMENT:	136,547	476,430			
582-000-693.00	GAIN/LOSS- SALES OF ASSETS	(136,642)				
Totals for dept 000 -		13,578,790	16,756,361	19,382,753	19,382,753	19,721,041
TOTAL ESTIMATED REVENUES		13,578,790	16,756,361	19,382,753	19,382,753	19,721,041

APPROPRIATIONS

Dept 572 - Administration

582-572-702.00	Payroll	79,086	90,714	301,174	301,174	169,475
582-572-702.01	Other Fringe Benefits-taxable	1,842				
582-572-703.00	Part-time Salaries	235	15	1,000	1,000	
582-572-704.00	Overtime Salaries		2			
582-572-712.00	WORKERS COMPENSATION	2,395	309	309	309	340
582-572-715.00	Social Security	6,358	7,380	23,117	23,117	12,965
582-572-716.00	Hospitalization	58,217	65,814	68,968	68,968	35,418
582-572-717.00	Life Insurance	37	200	297	297	404
582-572-718.00	RETIREMENT - D/B	256,406	276,374	307,249	307,249	294,436

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
582-572-718.01	Retiree Health Insurance	189,930	171,981	186,932	186,932	185,595
582-572-718.10	RETIREMENT - D/C	4,546	7,052	13,637	13,637	16,948
582-572-722.00	CHANGE IN PENSION LIABILITY	1,002,249	(306,405)			
582-572-723.00	CHANGE IN OPEB LIABILITY	(200,265)	(880,890)			
582-572-727.00	Office Supplies	3,709	1,048	5,574	5,574	5,000
582-572-727.02	Postage and Shipping	13,365	16,293	17,839	17,839	18,000
582-572-740.00	Operating Supplies	332		1,137	1,137	1,000
582-572-755.00	Miscellaneous Supplies	56		227	227	250
582-572-757.00	Fuels & Lubricants		(591)			
582-572-801.00	Professional Services	69,096	31,329	63,036	63,036	65,000
582-572-803.00	Service Fee	57	167	258	258	250
582-572-804.00	BANK FEES	2,838	3,447	721	721	2,500
582-572-805.00	Administrative Costs	6,673	3,487	4,687	4,687	4,500
582-572-810.00	Dues & Memberships	21,774	14,681	15,965	15,965	16,500
582-572-813.00	Energy Optimization	87,123	51,974	41,200	41,200	45,000
582-572-820.00	Contracted Services	59,740	27,725	12,607	12,607	25,000
582-572-825.00	Insurance	56,180	62,983	57,680	57,680	90,000
582-572-826.00	Bond Issuance Costs	65,233				
582-572-850.00	Communications		63	155	155	150
582-572-860.00	Transportation & Travel	433	3,906	3,708	3,708	4,000
582-572-901.00	Advertising	681	627	1,030	1,030	1,000
582-572-930.00	Equipment Maintenance	400	372	781	781	500
582-572-941.01	TECHNOLOGY INTERNAL SERVICE C	9,126	1,551	1,598	1,598	3,645
582-572-942.00	RENT-ROW			323,860	323,860	323,860
582-572-955.00	COST ALLOCATION			289,036	289,036	303,488
582-572-956.00	Bad Debt Expense			1,545	1,545	1,500
582-572-958.00	Education & Training	1,321	1,234	3,000	3,000	3,000
582-572-968.00	Depreciation	26,416	28,747	17,032	17,032	29,000
582-572-968.01	AMORTIZATION	(14,006)	(14,006)	2,266	2,266	
582-572-969.00	CONTINGENCY					95,480
582-572-994.00	Bond Interest Paid	128,517	171,220	174,525	174,525	164,375
582-572-995.00	Transfers to Other Funds	824,550	823,331			
Totals for dept 572 - Administration		2,764,650	662,134	1,942,150	1,942,150	1,918,579
Dept 576 - Powerhouse						
582-576-703.00	Part-time Salaries		1,230			20,000
582-576-704.00	Overtime Salaries	9,847	13,600	6,000	6,000	15,000
582-576-704.03	Overtime - Overhead Lines	71	109			
582-576-704.04	Overtime- Electrical Apparatus	171	339			
582-576-705.00	Station Labor	187,891	169,765	270,653	270,653	277,489
582-576-705.01	Other Fringe Benefits-taxable	26,215	27,223	26,929	26,929	26,406
582-576-708.01	LABOR - STRUCTURE IMP. & MAINT	14,062	21,006			
582-576-708.03	LABOR - DIESELS & GENERATORS	16,485	33,959			
582-576-708.04	LABOR - ELECTRICAL APPARATUS	33,413	25,757			

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
582-576-708.24	LABOR - DAM & WATERWAYS	4,065	10,160			
582-576-708.25	LABOR - HYDRO	2,271	8,649			
582-576-712.00	WORKERS COMPENSATION	4,166	4,770	4,770	4,770	5,000
582-576-715.00	Social Security	21,543	22,657	23,224	23,224	23,248
582-576-716.00	Hospitalization	57,764	57,304	75,296	75,296	77,915
582-576-717.00	Life Insurance	538	569	528	528	576
582-576-718.00	RETIREMENT - D/B	38,339	46,977	52,675	52,675	50,479
582-576-718.10	RETIREMENT - D/C	4,093	6,193	6,940	6,940	8,018
582-576-727.02	Postage and Shipping	89	32	222	222	250
582-576-738.00	Purchase Power - MSCPA	9,154,934	10,065,971	10,960,814	10,960,814	11,799,384
582-576-740.00	Operating Supplies	1,714	2,423	2,060	2,060	3,000
582-576-741.00	Uniforms	4,643	4,688	4,000	4,000	4,000
582-576-750.00	Diesel Fuel - Oil	3,019	4,055	1,030	1,030	5,000
582-576-751.00	Diesel Fuel - Gas	22,136	32,826	14,420	14,420	33,000
582-576-752.00	Lubricants			2,060	2,060	5,000
582-576-757.00	Fuels & Lubricants	624	496	2,000	2,000	15,000
582-576-761.00	Safety Supplies	2,875	2,182	2,627	2,627	3,000
582-576-776.00	Building Maintenance Supplies	1,869	5,063	2,060	2,060	4,000
582-576-777.00	MINOR TOOLS AND EQUIPMENT	678	2,345	2,060	2,060	2,500
582-576-801.00	Professional Services	34,972	38,048	30,900	30,900	40,000
582-576-810.00	Dues & Memberships		92			500
582-576-820.00	Contracted Services	49,442	27,438	30,900	30,900	35,000
582-576-832.00	State Emmission Fee	3,161	2,051	6,180	6,180	5,000
582-576-850.00	Communications	2,051	2,080	3,090	3,090	2,500
582-576-860.00	Transportation & Travel	280	230	1,030	1,030	1,000
582-576-930.00	Equipment Maintenance	5,356	92	2,230	2,230	1,500
582-576-932.00	Vehicle Maintenance					100
582-576-934.01	MAINTENANCE - STRUCTURES & IMF	1,237	425	2,060	2,060	2,000
582-576-934.02	MAINT. - FUEL OIL TANKS	79	206	1,030	1,030	1,000
582-576-934.03	MAINT.- DIESELS & GENERATOR	345	19,457	3,090	3,090	5,000
582-576-934.04	MAINT. - ELECTRICAL APPARATUS	49,334	11,410	20,600	20,600	20,000
582-576-934.24	MAINTENANCE - DAM & WATERWAY	690	417	2,000	2,000	2,500
582-576-934.25	MAINTENANCE - HYDRO	520	24,531	5,000	5,000	5,000
582-576-941.00	MOTOR POOL VEHICLE RENTAL	9,500	7,200	480	480	480
582-576-941.01	TECHNOLOGY INTERNAL SERVICE C	6,595	4,224	6,920	6,920	6,936
582-576-941.02	MOTOR POOL REPLACEMENT CHARGE			4,571	4,571	7,706
582-576-941.03	MOTOR POOL OPERATING CHARGE			6,859	6,859	7,257
582-576-958.00	Education & Training		151	3,090	3,090	3,000
582-576-968.00	Depreciation	118,940	164,389	133,900	133,900	165,000
Totals for dept 576 - Powerhouse		9,896,017	10,872,789	11,724,298	11,724,298	12,689,744
Dept 577 - Line Distribution						
582-577-702.00	Payroll	7,327	12,185			
582-577-702.01	Other Fringe Benefits-taxable		161			28,539

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
582-577-703.00	Part-time Salaries	14,916	14,685	20,000	20,000	15,000
582-577-704.00	Overtime Salaries	4,305	3,381	4,200	4,200	4,200
582-577-704.05	Overtime - Overhead Lines	25,237	45,887	26,000	26,000	26,000
582-577-704.06	Overtime - Transformer & Dev	1,427	972	2,200	2,200	2,000
582-577-704.07	Overtime - Services	5,815	2,943	6,400	6,400	5,000
582-577-704.09	Overtime - St. Lights & Signs	302	48	500	500	500
582-577-704.10	Overtime - Security Lights			200	200	
582-577-704.12	Overtime - Meter Reading			500	500	
582-577-704.13	Overtime- Christmas Decoration	252		1,000	1,000	
582-577-704.14	Overtime - Meter Shop	620	502	1,000	1,000	1,000
582-577-704.29	Overtime - Underground Lines	2,212	702	2,500	2,500	1,000
582-577-704.30	Overtime - Line Clearance		115	500	500	500
582-577-704.34	OVERTIME - KZOO PEDST BRIDGE	460				
582-577-705.00	Station Labor	270,631	292,570	930,432	930,432	897,429
582-577-705.01	Other Fringe Benefits-taxable	28,422	29,211	28,367	28,367	
582-577-708.05	LABOR - OVERHEAD LINES	311,118	325,749			
582-577-708.06	LABOR - TRANSFORMERS & DEVICE	1,065				
582-577-708.07	LABOR - SERVICES	797	941			
582-577-708.09	LABOR - ST. LIGHTS & SIGNALS	14,706	11,818			
582-577-708.10	LABOR - SECURITY LIGHTS	503	1,582			
582-577-708.11	LABOR - BROOKS FOUNTAIN	776	1,999			
582-577-708.12	LABOR - METER READING	53,832	102,576			
582-577-708.13	LABOR - CHRISTMAS DECORATIONS	12,641	14,092			
582-577-708.14	LABOR - METER SHOP	62,721	64,070			
582-577-708.29	LABOR - UNDERGROUND LINES	71,226	23,962			
582-577-708.31	LABOR - KETCHUM PARK RESTROOI	1,093				
582-577-708.33	MPM CIRCUIT	335				
582-577-708.34	LABOR - KALAMAZOO PEDESTRIAN I	19,148				
582-577-712.00	WORKERS COMPENSATION	15,352	20,165	20,165	20,165	22,000
582-577-715.00	Social Security	67,685	67,778	78,321	78,321	70,837
582-577-716.00	Hospitalization	161,307	149,917	202,787	202,787	207,111
582-577-717.00	Life Insurance	1,597	1,539	1,577	1,577	1,670
582-577-718.00	RETIREMENT - D/B	90,054	114,731	129,206	129,206	107,497
582-577-718.10	RETIREMENT - D/C	27,354	40,567	50,185	50,185	66,018
582-577-727.02	Postage and Shipping	351		222	222	200
582-577-740.00	Operating Supplies	13,547	7,930	13,648	13,648	13,200
582-577-741.00	Uniforms	13,914	13,663	10,000	10,000	12,000
582-577-757.00	Fuels & Lubricants					19,000
582-577-761.00	Safety Supplies	9,851	3,040	10,506	10,506	5,000
582-577-777.00	MINOR TOOLS AND EQUIPMENT	14,976	30,442	15,450	15,450	20,000
582-577-801.00	Professional Services	2,914	3,036	5,574	5,574	6,000
582-577-806.00	MEDICAL SERVICES	1,285	1,567	1,214	1,214	1,600
582-577-820.00	Contracted Services	229,520	196,681	226,600	226,600	230,000
582-577-850.00	Communications	1,868	667	2,266	2,266	1,500

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
582-577-860.00	Transportation & Travel	8,811	2,342	8,240	8,240	8,000
582-577-901.00	Advertising	20	139			1,000
582-577-922.00	Utilities-Elec, Water, Sewer	495	1,188			1,500
582-577-930.00	Equipment Maintenance	854	122	2,230	2,230	1,000
582-577-932.00	Vehicle Maintenance	741	383	2,060	2,060	10,000
582-577-934.05	MAINT. - OVERHEAD LINES	76,431	30,157	50,000	50,000	35,000
582-577-934.06	MAINT.- TRANSFORMERS & DEVICES	44,077	25,961	45,000	45,000	30,000
582-577-934.07	MAINTENANCE - SERVICES	23,136	8,725	20,000	20,000	20,000
582-577-934.08	MAINTENANCE - METERS	36,935	24,329	25,000	25,000	25,000
582-577-934.09	MAINTENANCE - ST. LIGHTS & SIG	14,721	14,483	20,000	20,000	16,000
582-577-934.10	MAINTENANCE - SECURITY LIGHTS	12,513	15,845	11,000	11,000	11,000
582-577-934.11	MAINTENANCE - BROOKS FOUNTAIN			100	100	100
582-577-934.12	MAINTENANCE - METER READING		771			
582-577-934.13	MAINT. - CHRISTMAS DECORATIONS			100	100	
582-577-934.29	MAINTENANCE- UNDERGROUND LIN	55,921	20,983	41,200	41,200	30,000
582-577-940.00	Rentals	95,045	71,375	73,516	73,516	69,854
582-577-941.00	MOTOR POOL VEHICLE RENTAL	261,852	250,360	3,000	3,000	3,000
582-577-941.01	TECHNOLOGY INTERNAL SERVICE C	4,332	8,161	15,172	15,172	15,207
582-577-941.02	MOTOR POOL REPLACEMENT CHARGE			102,044	102,044	130,895
582-577-941.03	MOTOR POOL OPERATING CHARGE			67,538	67,538	71,456
582-577-941.05	VEHICLE RENTAL CREDIT			(6,000)	(6,000)	(6,000)
582-577-958.00	Education & Training	12,450	12,684	16,480	16,480	16,000
582-577-968.00	Depreciation	423,371	412,779	425,000	425,000	413,000
Totals for dept 577 - Line Distribution		2,635,167	2,502,661	2,713,200	2,713,200	2,666,813
Dept 900 - Capital Outlay Control						
582-900-970.00	Capital Outlay			350,000	274,500	1,500,000
582-900-970.10	POWERHOUSE ENGINE REPAIR				66,500	
582-900-970.36	METER REPLACEMENTS				50,000	
582-900-970.37	#4 DIESEL OXIDATION CATALYST				125,000	
582-900-970.38	PEARL ST SWITCH GEAR				60,000	
Totals for dept 900 - Capital Outlay Control				350,000	576,000	1,500,000
TOTAL APPROPRIATIONS		15,295,834	14,037,584	16,729,648	16,955,648	18,775,136
NET OF REVENUES/APPROPRIATIONS - FUND 582		(1,717,044)	2,718,777	2,653,105	2,427,105	945,905
BEGINNING FUND BALANCE		4,332,944	2,615,898	5,334,675	5,334,675	5,334,675
ENDING FUND BALANCE		2,615,900	5,334,675	7,987,780	7,761,780	6,280,580
Fund 588 - DART Fund						
ESTIMATED REVENUES						
Dept 000						
588-000-402.00	Current Property Taxes	189,965	196,091	204,178	204,178	215,283

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
588-000-412.00	Delinquent Personal Prop Taxes	27	74	100	100	
588-000-445.00	Penalties & Int. on Taxes	410	353	200	200	
588-000-530.00	Federal Section 5311 Grant	130,251	164,479	80,000	80,000	75,967
588-000-568.00	State Operating Assistance	121,421	160,582	140,000	140,000	140,000
588-000-572.00	State Grant - DART	80,069				
588-000-573.00	LOCAL COMM STAB SHARE TAX	23,335	24,260	20,000	20,000	20,000
588-000-613.00	Passenger Fares	24,282	28,333	25,000	25,000	25,000
588-000-665.00	Interest	577	482	40	40	14,000
588-000-673.00	Sales of Fixed Assets	12,800				
588-000-679.00	MISCELLANEOUS REVENUE	3,105	8,543	3,200	3,200	3,600
588-000-693.00	GAIN\LOSS- SALES OF ASSETS	(43,548)				
Totals for dept 000 -		542,694	583,197	472,718	472,718	493,850
Dept 575 - DART - ALBION						
588-575-530.00	Federal Section 5311 Grant	19,756	34,334	20,000	20,000	
588-575-568.00	State Operating Assistance	19,244	27,425	20,000	20,000	15,000
588-575-613.00	Passenger Fares	2,515	3,955	3,000	3,000	3,000
588-575-675.00	Contrib. from Other Sources	6,500	3,500	6,500	6,500	5,000
588-575-679.00	MISCELLANEOUS REVENUE	376	627	400	400	
Totals for dept 575 - DART - ALBION		48,391	69,841	49,900	49,900	23,000
TOTAL ESTIMATED REVENUES		591,085	653,038	522,618	522,618	516,850
APPROPRIATIONS						
Dept 575 - DART - ALBION						
588-575-702.00	Payroll		7,447	9,156	9,156	50,000
588-575-702.81	ADMIN HOURS	5,350	3,179	3,000	3,000	500
588-575-703.00	Part-time Salaries	26,756	31,729	38,000	38,000	38,000
588-575-703.82	PART-TIME DISPATCH	6,480	6,302	7,000	7,000	3,500
588-575-704.00	Overtime Salaries	1,321	1,108	1,400	1,400	
588-575-704.82	OVERTIME - DISPATCH	74	21	100	100	
588-575-712.00	WORKERS COMPENSATION	1,454	1,264	1,050	1,050	
588-575-715.00	Social Security	3,249	3,692	4,000	4,000	
588-575-716.00	Hospitalization		78	1,716	1,716	
588-575-718.10	RETIREMENT - D/C		497	4,713	4,713	
588-575-727.00	Office Supplies	49	157			500
588-575-740.00	Operating Supplies	785	1,858	3,000	3,000	3,000
588-575-757.00	Fuels & Lubricants	6,984	14,827	13,000	13,000	13,000
588-575-801.00	Professional Services	314	560			
588-575-806.00	MEDICAL SERVICES	225	181			
588-575-825.00	Insurance	947	1,110	6,830	6,830	6,830
588-575-850.00	Communications	1,270	2,290	5,105	5,105	
588-575-901.00	Advertising	107	154	682	682	

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
588-575-932.00	VEHICLE MAINTENANCE	1,122	1,714	10,000	10,000	10,000
588-575-933.00	Tires	886	1,014	1,464	1,464	1,500
588-575-940.00	Rentals	2,045	2,500	3,000	3,000	3,000
588-575-941.01	TECHNOLOGY INTERNAL SERVICE C	1,239	1,120	908	908	
588-575-968.00	Depreciation	5,972		8,225	8,225	
588-575-995.00	Transfers to Other Funds	3,519	6,125			
Totals for dept 575 - DART - ALBION		70,148	88,927	122,349	122,349	129,830
Dept 596 - DART						
588-596-702.00	Payroll		35,540	51,882	51,882	
588-596-702.81	ADMIN HOURS	33,943	15,823	16,000	16,000	3,000
588-596-703.00	Part-time Salaries	92,759	84,753	128,973	128,973	128,973
588-596-703.82	PART-TIME DISPATCH	23,459	27,531	32,130	32,130	32,130
588-596-704.00	Overtime Salaries	3,339	1,187	4,000	4,000	2,000
588-596-704.82	OVERTIME - DISPATCH	767	434	800	800	800
588-596-712.00	WORKERS COMPENSATION	2,227	4,039	4,060	4,060	
588-596-715.00	Social Security	11,570	12,287	16,298	16,298	
588-596-716.00	Hospitalization		362	9,727	9,727	
588-596-717.00	Life Insurance		43	132	132	
588-596-718.00	RETIREMENT - D/B	30,529	35,943	40,247	40,247	38,568
588-596-718.01	Retiree Health Insurance	50,117	49,213	50,582	50,582	42,726
588-596-718.10	RETIREMENT - D/C		2,397	4,713	4,713	
588-596-722.00	CHANGE IN PENSION LIABILITY	(79,439)	(13,933)			
588-596-723.00	CHANGE IN OPEB LIABILITY	(409,090)	(66,756)			
588-596-727.00	Office Supplies	312	770			
588-596-740.00	Operating Supplies	5,011	10,412	5,000	5,000	2,500
588-596-757.00	Fuels & Lubricants	14,096	24,531	28,000	28,000	30,000
588-596-801.00	Professional Services	996	2,538	2,000	2,000	2,000
588-596-805.00	Administrative Costs	712				
588-596-806.00	MEDICAL SERVICES	685	472			
588-596-810.00	Dues & Memberships	700	700			
588-596-820.00	Contracted Services	98	105			
588-596-825.00	Insurance	5,773	5,720	5,720	5,720	5,720
588-596-850.00	Communications	647	35,031	2,000	2,000	2,000
588-596-901.00	Advertising	651	228			
588-596-930.00	Equipment Maintenance	2,010	49			
588-596-931.00	Maintenance of Building	32				
588-596-932.00	Vehicle Maintenance	6,067	5,237	12,000	12,000	7,000
588-596-933.00	Tires		2,209	3,060	3,060	3,000
588-596-940.00	Rentals	12,895	10,386	9,893	9,893	7,114
588-596-941.00	MOTOR POOL VEHICLE RENTAL		250	480	480	480
588-596-941.01	TECHNOLOGY INTERNAL SERVICE C	7,815	4,884	8,860	8,860	9,791
588-596-958.00	Education & Training	316	30			
588-596-964.00	Refund or Rebates	7	1,062			

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
588-596-968.00	Depreciation	56,502	50,853	56,500	56,500	51,000
588-596-995.00	TRANSFERS TO OTHER FUNDS	22,196	19,590	19,590	19,590	19,590
Totals for dept 596 - DART		(102,298)	363,920	512,647	512,647	388,392
TOTAL APPROPRIATIONS		(32,150)	452,847	634,996	634,996	518,222
NET OF REVENUES/APPROPRIATIONS - FUND 588		623,235	200,191	(112,378)	(112,378)	(1,372)
BEGINNING FUND BALANCE		(128,896)	494,334	694,529	694,529	694,529
FUND BALANCE ADJUSTMENTS		(2)				
ENDING FUND BALANCE		494,337	694,525	582,151	582,151	693,157
Fund 590 - Wastewater Fund						
ESTIMATED REVENUES						
Dept 000						
590-000-636.00	Residential Sales	1,139,661	1,112,758	1,118,000	1,118,000	1,134,770
590-000-642.03	SALES TO CITY GOVERNMENT	37,799	54,633	39,000	39,000	39,500
590-000-642.04	Septic Tank Dumps		7,791			
590-000-644.00	Commercial Sales	521,408	602,600	636,000	636,000	645,500
590-000-644.01	COMMERCIAL SALES - MARIJUANA F	42,853	118,546	108,000	108,000	109,600
590-000-645.00	Industrial Sales	155,966	168,800	161,500	161,500	163,900
590-000-665.00	Interest	12,541	13,978			20,000
590-000-665.03	UNREALIZED GAIN/LOSS ON INVESTMENTS		(33,458)			
590-000-678.00	PENALTIES INCOME	12,871	14,261	12,000	12,000	12,000
590-000-679.00	MISCELLANEOUS REVENUE	43,824	29,686	20,000	20,000	20,000
590-000-679.01	CONNECTION FEES	9,000	9,000			
Totals for dept 000 -		1,975,923	2,098,595	2,094,500	2,094,500	2,145,270
TOTAL ESTIMATED REVENUES		1,975,923	2,098,595	2,094,500	2,094,500	2,145,270
APPROPRIATIONS						
Dept 572 - Administration						
590-572-702.00	Payroll	91,291	93,011	131,903	131,903	125,240
590-572-702.01	Other Fringe Benefits-taxable	1,400	1,500	1,500	1,500	1,500
590-572-704.00	Overtime Salaries	28	4			
590-572-712.00	WORKERS COMPENSATION	955	1,136	1,136	1,136	
590-572-715.00	Social Security	6,778	7,606	10,205	10,205	9,696
590-572-716.00	Hospitalization	44,949	45,716	38,238	38,238	36,220
590-572-717.00	Life Insurance	195	236	231	231	246
590-572-718.00	RETIREMENT - D/B	60,950	84,591	95,821	95,821	91,825
590-572-718.01	Retiree Health Insurance	32,004	24,641	21,322	21,322	33,169
590-572-718.10	RETIREMENT - D/C	1,927	3,441	3,869	3,869	5,912
590-572-722.00	CHANGE IN PENSION LIABILITY	(260,594)	47,158			

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
590-572-723.00	CHANGE IN OPEB LIABILITY	75,373	(140,397)			
590-572-727.00	Office Supplies	1,496	581	1,500	1,500	2,500
590-572-727.02	Postage and Shipping	5,130	4,441	6,000	6,000	6,000
590-572-740.00	Operating Supplies	127				
590-572-801.00	Professional Services	4,622	6,479	13,500	13,500	
590-572-803.00	Service Fee	191	324	500	500	
590-572-804.00	BANK FEES	1,416	1,724	1,700	1,700	
590-572-805.00	Administrative Costs	884	644			
590-572-806.00	MEDICAL SERVICES		50			
590-572-810.00	Dues & Memberships	386	235	460	460	460
590-572-820.00	Contracted Services	15,658	18,520	14,047	14,047	15,000
590-572-825.00	Insurance	30,754	24,688	25,000	25,000	30,000
590-572-850.00	Communications		344	500	500	500
590-572-860.00	Transportation & Travel		217	430	430	430
590-572-901.00	Advertising	229	887	500	500	500
590-572-930.00	Equipment Maintenance	600	186	600	600	600
590-572-941.01	TECHNOLOGY INTERNAL SERVICE C	14,005	9,970	13,452	13,452	13,552
590-572-942.00	RENT-ROW			85,008	85,008	85,008
590-572-955.00	COST ALLOCATION			49,374	49,374	51,843
590-572-958.00	Education & Training	25	1,758	1,500	1,500	1,500
590-572-968.00	Depreciation	1,633	1,567			1,600
590-572-968.01	AMORTIZATION	(3,154)	(3,154)			
590-572-969.00	CONTINGENCY					16,785
590-572-994.00	NOTE INTEREST	63,415	58,877	55,390	55,390	50,740
590-572-995.00	Transfers to Other Funds	175,000	186,708			
Totals for dept 572 - Administration		367,673	483,689	573,686	573,686	580,826
Dept 578 - Operations						
590-578-702.00	Payroll	1,128	2,170			
590-578-702.01	Other Fringe Benefits-taxable					1,200
590-578-703.00	Part-time Salaries	2,789	8,514	8,400	8,400	9,600
590-578-704.00	Overtime Salaries	14,755	15,577	11,465	11,465	9,929
590-578-705.00	Station Labor	233,767	233,620	239,855	239,855	256,464
590-578-705.01	Other Fringe Benefits-taxable	1,000	1,100	1,100	1,100	
590-578-708.12	LABOR - METER READING	25,455	2,700			
590-578-712.00	WORKERS COMPENSATION	2,538	3,383	3,383	3,383	3,700
590-578-715.00	Social Security	20,541	18,824	19,953	19,953	19,711
590-578-716.00	Hospitalization	60,694	54,647	77,302	77,302	74,582
590-578-717.00	Life Insurance	582	542	531	531	576
590-578-718.00	RETIREMENT - D/B	15,672	15,011	16,553	16,553	15,863
590-578-718.10	RETIREMENT - D/C	8,909	14,559	17,661	17,661	19,446
590-578-740.00	Operating Supplies	29,435	35,227	25,000	25,000	25,000
590-578-741.00	Uniforms	3,523	2,058			3,000
590-578-757.00	Fuels & Lubricants	7	226	2,549	2,549	3,000

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
590-578-761.00	Safety Supplies	1,745	1,315	1,500	1,500	1,500
590-578-776.00	Building Maintenance Supplies	1,529	1,342	1,500	1,500	1,500
590-578-777.00	MINOR TOOLS AND EQUIPMENT	1,414	6,483	1,000	1,000	1,000
590-578-790.00	Chemical Cost	81,093	97,034	80,000	80,000	100,000
590-578-803.00	Service Fee	15,411	9,322	12,500	12,500	12,500
590-578-820.00	Contracted Services	57,767	81,514	78,000	78,000	120,000
590-578-850.00	Communications	1,989	1,926	2,500	2,500	
590-578-860.00	Transportation & Travel		136	150	150	
590-578-921.00	Utilities - Gas	3,640	6,118	3,500	3,500	4,500
590-578-922.00	Utilities-Elec, Water, Sewer	122,002	158,379	125,000	125,000	125,000
590-578-930.00	Equipment Maintenance	2,358	4,293			5,000
590-578-934.01	MAINTENANCE - STRUCTURES & IMF	4,117	502	5,000	5,000	5,000
590-578-934.15	MAINTENANCE - PLANT EQUIPMENT	12,338	31,581	20,000	20,000	25,000
590-578-934.16	MAINTENANCE - LIFT STATIONS	7,439	11,474	20,000	20,000	20,000
590-578-934.23	MAINTENANCE - SEWER LINES	5,141	1,126	2,000	2,000	2,000
590-578-934.27	MAINTENANCE - MAINS	7,497				
590-578-934.28	MAINT. - SEWER LINES-CHEMICALS	10,017	11,387	10,000	10,000	12,000
590-578-934.30	MAINTENANCE SCADA	41,516	16,708	17,000	17,000	20,000
590-578-934.32	MAINTENANCE - MANHOLES		211			
590-578-940.00	Rentals	840	840	840	840	
590-578-941.00	MOTOR POOL VEHICLE RENTAL	76,617	81,791	15,000	15,000	15,000
590-578-941.01	TECHNOLOGY INTERNAL SERVICE C	4,066	4,470	8,954	8,954	9,186
590-578-941.02	MOTOR POOL REPLACEMENT CHARGE			5,496	5,496	46,296
590-578-941.03	MOTOR POOL OPERATING CHARGE			10,025	10,025	18,422
590-578-941.05	VEHICLE RENTAL CREDIT			(20,000)	(20,000)	(20,000)
590-578-958.00	Education & Training		1,635	2,500	2,500	2,500
590-578-968.00	Depreciation	361,419	339,340			340,000
Totals for dept 578 - Operations		1,240,750	1,277,085	826,217	826,217	1,308,475
Dept 900 - Capital Outlay Control						
590-900-970.00	Capital Outlay			685,000	685,000	630,000
Totals for dept 900 - Capital Outlay Control				685,000	685,000	630,000
TOTAL APPROPRIATIONS		1,608,423	1,760,774	2,084,903	2,084,903	2,519,301
NET OF REVENUES/APPROPRIATIONS - FUND 590		367,500	337,821	9,597	9,597	(374,031)
BEGINNING FUND BALANCE		2,815,281	3,182,779	3,520,603	3,520,603	3,520,603
FUND BALANCE ADJUSTMENTS		3				
ENDING FUND BALANCE		3,182,784	3,520,600	3,530,200	3,530,200	3,146,572
Fund 591 - Water Fund						
ESTIMATED REVENUES						
Dept 000						

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
591-000-540.00	State Grants	3,142				
591-000-607.00	Charges for Services - Fees	260	440	200	200	220
591-000-614.00	Private Fire Protection	8,832	9,315	9,000	9,000	9,000
591-000-626.00	Charges for Services	3,827	5,966	1,000	1,000	5,000
591-000-636.00	Residential Sales	1,183,644	1,176,196	1,150,000	1,150,000	1,180,000
591-000-642.03	SALES TO CITY GOVERNMENT	64,610	73,160	75,000	75,000	72,000
591-000-644.00	Commercial Sales	516,438	557,179	560,000	560,000	565,000
591-000-644.01	COMMERCIAL SALES - MARIJUANA F	25,555	64,976	66,000	66,000	66,000
591-000-645.00	Industrial Sales	141,390	141,400	140,000	140,000	142,800
591-000-665.00	Interest	1,679	2,002	1,500	1,500	76,000
591-000-665.03	UNREALIZED GAIN/LOSS ON INVESTMENTS		(16,035)			
591-000-678.00	PENALTIES INCOME	12,580	14,391	12,000	12,000	12,000
591-000-679.00	MISCELLANEOUS REVENUE	31,832	3,522	6,000	6,000	6,000
591-000-679.01	CONNECTION FEES	4,461	2,607	10,000	10,000	15,000
Totals for dept 000 -		1,998,250	2,035,119	2,030,700	2,030,700	2,149,020
TOTAL ESTIMATED REVENUES		1,998,250	2,035,119	2,030,700	2,030,700	2,149,020
APPROPRIATIONS						
Dept 572 - Administration						
591-572-702.00	Payroll	101,493	98,008	132,659	132,659	125,927
591-572-702.01	Other Fringe Benefits-taxable	1,500	1,500	1,500	1,500	1,500
591-572-703.00	Part-time Salaries		120			
591-572-704.00	Overtime Salaries	28	4			
591-572-712.00	WORKERS COMPENSATION	1,777	2,188	2,188	2,188	
591-572-715.00	Social Security	7,272	7,859	10,256	10,256	9,748
591-572-716.00	Hospitalization	40,781	37,819	31,925	31,925	29,907
591-572-717.00	Life Insurance	207	237	231	231	246
591-572-718.00	RETIREMENT - D/B	66,827	79,060	88,551	88,551	84,858
591-572-718.01	Retiree Health Insurance	58,705	53,949	63,047	63,047	91,182
591-572-718.10	RETIREMENT - D/C	1,927	3,341	3,869	3,869	5,916
591-572-722.00	CHANGE IN PENSION LIABILITY	(180,324)	(58,293)			
591-572-723.00	CHANGE IN OPEB LIABILITY	(291,009)	(201,120)			
591-572-727.00	Office Supplies	1,387	555	1,400	1,400	2,300
591-572-727.02	Postage and Shipping	4,683	4,364	4,800	4,800	4,800
591-572-740.00	Operating Supplies	39	144	220	220	225
591-572-755.00	Miscellaneous Supplies	2,335				
591-572-801.00	Professional Services	5,038	98,882	50,000	50,000	50,000
591-572-803.00	Service Fee	1,354	1,007	1,750	1,750	1,750
591-572-804.00	BANK FEES	2,339	1,724	1,500	1,500	1,500
591-572-805.00	Administrative Costs	1,482	667	400	400	700
591-572-806.00	MEDICAL SERVICES	40	50	100	100	220
591-572-810.00	Dues & Memberships	1,185	1,221	1,300	1,300	1,400

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
591-572-820.00	Contracted Services	37,555	19,303	20,000	20,000	22,000
591-572-825.00	Insurance	6,074	10,082	12,737	12,737	16,000
591-572-826.00	Bond Issuance Costs	13,750				
591-572-850.00	Communications	2,053	2,386	4,700	4,700	2,000
591-572-860.00	Transportation & Travel	21	50			400
591-572-901.00	Advertising	586	1,576	600	600	800
591-572-930.00	Equipment Maintenance	904	186	200	200	400
591-572-940.00	Rentals	440	440	440	440	470
591-572-941.01	TECHNOLOGY INTERNAL SERVICE C	9,107	9,582	13,429	13,429	14,673
591-572-942.00	RENT-ROW			104,016	104,016	104,016
591-572-955.00	COST ALLOCATION			45,754	45,754	48,042
591-572-958.00	Education & Training	120	423	1,500	1,500	1,500
591-572-968.01	AMORTIZATION	(2,283)	(750)	3,309	3,309	
591-572-969.00	CONTINGENCY					16,070
591-572-994.00	NOTE INTEREST	200,998	191,920	184,735	184,735	267,110
591-572-995.00	Transfers to Other Funds	190,000	160,291			
Totals for dept 572 - Administration		288,391	528,775	787,116	787,116	905,660
Dept 577 - Line Distribution						
591-577-702.01	OTHER FRINGE BENEFITS-TAXABLE	82	809			
591-577-703.00	Part-time Salaries	2,118	957			1,290
591-577-704.00	Overtime Salaries	1,938	1,722	11,263	11,263	11,600
591-577-704.07	Overtime - Services	4,877	3,642			
591-577-704.08	Overtime - Meters	207	449			
591-577-704.20	Overtime - Hydrants	344	692			
591-577-704.22	Overtime - Towers		138			
591-577-704.27	Overtime - Mains	3,223	4,273			
591-577-705.00	Station Labor	31,159	48,793	159,875	159,875	
591-577-705.01	Other Fringe Benefits-taxable	14,489	16,047	15,984	15,984	
591-577-708.07	LABOR - SERVICES	39,274	28,457			
591-577-708.08	LABOR - METERS	8,796	20,075			
591-577-708.12	LABOR - METER READING	25,455	2,700			
591-577-708.20	LABOR - HYDRANTS	15,409	18,232			
591-577-708.22	LABOR - TOWERS	1,650	1,420			
591-577-708.27	LABOR - MAINS	34,454	34,901			
591-577-708.31	LABOR - KETCHUM PARK RESTROOM		95			
591-577-712.00	WORKERS COMPENSATION	4,034	4,813	4,813	4,813	5,200
591-577-715.00	Social Security	12,904	13,472	14,315	14,315	
591-577-716.00	Hospitalization	49,022	18,515	35,210	35,210	
591-577-717.00	Life Insurance	442	337	399	399	
591-577-718.00	RETIREMENT - D/B	22,964	24,678	27,398	27,398	26,256
591-577-718.10	RETIREMENT - D/C	2,779	4,704	5,583	5,583	
591-577-740.00	Operating Supplies	2,338	2,481	5,100	5,100	5,100
591-577-741.00	Uniforms	2,723	1,869	2,500	2,500	2,500

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
591-577-757.00	Fuels & Lubricants			7,659	7,659	7,700
591-577-761.00	Safety Supplies	360	1,149	1,500	1,500	1,500
591-577-777.00	MINOR TOOLS AND EQUIPMENT	1,668	9,676	3,500	3,500	15,500
591-577-780.00	Equipment Maintenance Supplies	92	475	510	510	500
591-577-820.00	Contracted Services	43,498	13,153	18,830	18,830	16,320
591-577-850.00	Communications	762	1,265	1,800	1,800	1,800
591-577-901.00	Advertising	755	121	500	500	700
591-577-922.00	Utilities-Elec, Water, Sewer	2,089	2,448	1,800	1,800	2,400
591-577-930.00	Equipment Maintenance	1,576	251	541	541	500
591-577-932.00	Vehicle Maintenance	80				
591-577-934.07	MAINTENANCE - SERVICES	23,090	17,168	20,000	20,000	20,000
591-577-934.15	MAINTENANCE - PLANT EQUIPMENT		90			
591-577-934.20	MAINTENANCE - HYDRANTS	5,912	732	20,000	20,000	15,000
591-577-934.21	MAINTENANCE - METERS	17,705	9,653	15,000	15,000	5,000
591-577-934.22	MAINTENANCE - TOWERS	1,640	2,860	2,000	2,000	2,500
591-577-934.27	MAINTENANCE - MAINS	20,332	8,030	20,000	20,000	20,000
591-577-940.00	Rentals	8,160	10,012	9,549	9,549	9,300
591-577-941.00	MOTOR POOL VEHICLE RENTAL	64,977	39,250	16,000	16,000	16,000
591-577-941.01	TECHNOLOGY INTERNAL SERVICE C	8,478	8,454	16,196	16,196	17,341
591-577-941.02	MOTOR POOL REPLACEMENT CHARGE			29,270	29,270	35,134
591-577-941.03	MOTOR POOL OPERATING CHARGE			37,462	37,462	37,961
591-577-941.05	VEHICLE RENTAL CREDIT			(7,920)	(7,920)	(7,920)
591-577-958.00	Education & Training	160	360	1,500	1,500	3,000
591-577-968.00	Depreciation	404,916	479,368	331,300	331,300	480,000
Totals for dept 577 - Line Distribution		886,931	858,786	829,437	829,437	752,182
Dept 579 - Production						
591-579-702.01	Other Fringe Benefits-taxable					13,475
591-579-704.00	Overtime Salaries	2,315	1,868	3,244	3,244	3,341
591-579-705.00	Station Labor	60,791	67,417	59,278	59,278	220,916
591-579-712.00	WORKERS COMPENSATION	1,451	1,776	1,776	1,776	
591-579-715.00	Social Security	4,529	4,782	4,783	4,783	17,931
591-579-716.00	Hospitalization	14,513	29,478	22,465	22,465	67,395
591-579-717.00	Life Insurance	135	236	132	132	576
591-579-718.10	RETIREMENT - D/C	3,170	5,442	5,928	5,928	16,862
591-579-740.00	Operating Supplies	6,496	5,862			8,000
591-579-741.00	Uniforms	671	531	700	700	700
591-579-761.00	Safety Supplies			153	153	150
591-579-776.00	Building Maintenance Supplies	1,949	856	1,122	1,122	1,100
591-579-777.00	MINOR TOOLS AND EQUIPMENT		150	1,000	1,000	5,000
591-579-790.00	Chemical Cost	20,363	21,694	22,000	22,000	28,000
591-579-801.00	Professional Services		569	876	876	900
591-579-820.00	Contracted Services	676	1,434	2,800	2,800	2,800
591-579-831.00	STATE FEES	4,724	3,183	3,300	3,300	3,700

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
591-579-850.00	Communications		98			
591-579-921.00	Utilities - Gas	2,912	4,889	3,000	3,000	3,000
591-579-922.00	Utilities-Elec, Water, Sewer	33,282	43,031	36,000	36,000	36,000
591-579-934.01	MAINTENANCE - STRUCTURES & IMF	595	1,168	1,200	1,200	1,200
591-579-934.15	MAINTENANCE - PLANT EQUIPMENT	606	29	405	405	500
591-579-934.18	MAINTENANCE - WELLS	945	1,300	1,300	1,300	1,300
591-579-934.19	MAINTENANCE - PURIFICATION EQ.	3,327	4,818	5,000	5,000	5,500
591-579-934.30	MAINT - SCADA	5,595	6,114	5,595	5,595	6,000
591-579-958.00	Education & Training		1,095	1,530	1,530	1,530
591-579-968.00	Depreciation	29,524	28,900			29,000
Totals for dept 579 - Production		198,569	236,720	183,587	183,587	474,876
Dept 900 - Capital Outlay Control						
591-900-970.00	Capital Outlay			1,588,000	1,588,000	550,000
Totals for dept 900 - Capital Outlay Control				1,588,000	1,588,000	550,000
TOTAL APPROPRIATIONS		1,373,891	1,624,281	3,388,140	3,388,140	2,682,718
NET OF REVENUES/APPROPRIATIONS - FUND 591		624,359	410,838	(1,357,440)	(1,357,440)	(533,698)
BEGINNING FUND BALANCE		4,371,318	4,995,684	5,406,526	5,406,526	5,406,526
FUND BALANCE ADJUSTMENTS		4				
ENDING FUND BALANCE		4,995,681	5,406,522	4,049,086	4,049,086	4,872,828
Fund 596 - SOLID WASTE FUND						
ESTIMATED REVENUES						
Dept 000						
596-000-636.01	RESIDENTIAL SALES-TRASH PICK-UP	206,187	312,172	421,092	421,092	422,000
596-000-636.02	BULK TRASH PICK-UP SALES			500	500	500
596-000-665.00	Interest	1	6	5	5	350
596-000-678.00	PENALTIES INCOME	494	4,567	5,000	5,000	5,000
Totals for dept 000 -		206,682	316,745	426,597	426,597	427,850
TOTAL ESTIMATED REVENUES		206,682	316,745	426,597	426,597	427,850
APPROPRIATIONS						
Dept 528 - SOLID WASTE						
596-528-702.00	Payroll	672	11,616	14,847	14,847	7,713
596-528-702.01	Other Fringe Benefits-taxable	10	15			
596-528-704.00	Overtime Salaries		16			
596-528-712.00	WORKERS COMPENSATION		41	50	50	
596-528-715.00	Social Security	22	804	1,136	1,136	590
596-528-716.00	Hospitalization	27	6,992	9,435	9,435	1,507

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
596-528-717.00	Life Insurance	1	14	17	17	9
596-528-718.10	RETIREMENT - D/C		842	1,077	1,077	771
596-528-727.02	Postage and Shipping	538	3,115	3,000	3,000	3,200
596-528-740.00	Operating Supplies	248	252	500	500	1,000
596-528-805.00	Administrative Costs		114			750
596-528-820.00	Contracted Services	115,321	319,247	336,000	336,000	372,000
596-528-940.00	Rentals		2,038	1,466	1,466	
596-528-941.01	TECHNOLOGY INTERNAL SERVICE CHARGE		1,048	2,662	2,662	2,668
596-528-955.00	COST ALLOCATION			1,635	1,635	1,717
Totals for dept 528 - SOLID WASTE		116,839	346,154	371,825	371,825	391,925
TOTAL APPROPRIATIONS		116,839	346,154	371,825	371,825	391,925
NET OF REVENUES/APPROPRIATIONS - FUND 596		89,843	(29,409)	54,772	54,772	35,925
BEGINNING FUND BALANCE			89,843	60,433	60,433	60,433
ENDING FUND BALANCE		89,843	60,434	115,205	115,205	96,358
Fund 636 - INFORMATION TECHNOLOGY						
ESTIMATED REVENUES						
Dept 000						
636-000-626.00	Charges for Services	219,618	169,289	266,782	266,782	266,353
636-000-665.00	Interest	389	606	50	50	3,200
636-000-665.03	UNREALIZED GAIN/LOSS ON INVESTMENTS		(5,050)			
636-000-673.00	Sale of Fixed Assets	3,500	151			
636-000-679.00	MISCELLANEOUS REVENUE		968			
Totals for dept 000 -		223,507	165,964	266,832	266,832	269,553
TOTAL ESTIMATED REVENUES		223,507	165,964	266,832	266,832	269,553
APPROPRIATIONS						
Dept 572 - Administration						
636-572-702.00	Payroll	9,811	10,322	17,072	17,072	19,096
636-572-712.00	WORKERS COMPENSATION		57	100	100	100
636-572-715.00	Social Security	589	919	1,306	1,306	1,461
636-572-716.00	Hospitalization	682	1,153	2,018	2,018	4,493
636-572-717.00	Life Insurance	16	22	33	33	52
636-572-718.10	RETIREMENT - D/C	532	1,050	1,707	1,707	1,910
636-572-727.00	Office Supplies	34	311	500	500	500
636-572-728.00	Equipment & Supplies	28,089	24,136	35,000	35,000	90,000
636-572-740.00	Operating Supplies	1,111	2,272	6,500	6,500	4,000
636-572-801.00	Professional Services	33,000	33,000	110,000	110,000	2,000
636-572-820.00	Contracted Services	38,963	48,650	15,000	15,000	119,560

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
636-572-825.00	Insurance					18,000
636-572-833.00	SOFTWARE COSTS		6,513	52,508	52,508	57,500
636-572-930.00	Equipment Maintenance	41,139	29,050	10,000	10,000	7,500
636-572-940.00	Rentals					1,730
636-572-955.00	COST ALLOCATION			2,155	2,155	2,263
636-572-968.00	Depreciation	13,232	11,484	13,000	13,000	12,000
636-572-968.02	AMORTIZATION OF LEASED ASSETS		14,266			
636-572-994.01	LEASE INTEREST PAID		983			
636-572-995.00	Transfers to Other Funds	17,269	17,269			
Totals for dept 572 - Administration		184,467	201,457	266,899	266,899	342,165
TOTAL APPROPRIATIONS		184,467	201,457	266,899	266,899	342,165
NET OF REVENUES/APPROPRIATIONS - FUND 636		39,040	(35,493)	(67)	(67)	(72,612)
BEGINNING FUND BALANCE		385,005	424,046	388,552	388,552	388,552
ENDING FUND BALANCE		424,045	388,553	388,485	388,485	315,940
Fund 661 - Motor Pool Fund						
ESTIMATED REVENUES						
Dept 000						
661-000-588.00	Contributions from Local Units	20,425	20,425	21,000	21,000	
661-000-642.00	VEHICLE RENTAL REVENUE			4,320	4,320	4,300
661-000-642.07	REPLACEMENT CHARGE REVENUE			413,403	413,403	561,612
661-000-642.08	OPERATING CHARGE REVENUE			427,916	427,916	449,952
661-000-665.00	Interest	374	491	350	350	3,200
661-000-665.03	UNREALIZED GAIN/LOSS ON INVESTMENTS		(3,914)			
661-000-667.00	Rents	952,753	845,731			
661-000-673.00	Sales of Fixed Assets	51,576	33,151	8,000	8,000	
661-000-675.60	CONTRIBUTED CAPITAL		14,339			
661-000-676.00	Reimbursement	26,096				
661-000-679.00	MISCELLANEOUS REVENUE	100	21,524			
661-000-693.00	GAIN\LOSS- SALES OF ASSETS	5,950				
Totals for dept 000 -		1,057,274	931,747	874,989	874,989	1,019,064
TOTAL ESTIMATED REVENUES		1,057,274	931,747	874,989	874,989	1,019,064
APPROPRIATIONS						
Dept 525 - Municipal Garage						
661-525-702.00	Payroll	62,388	65,436	69,292	69,292	72,015
661-525-702.01	Other Fringe Benefits-taxable	463	606	42	42	42
661-525-703.00	Part-time Salaries	235		5,850	5,850	
661-525-704.00	Overtime Salaries	106	257	2,160	2,160	1,000

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
661-525-712.00	WORKERS COMPENSATION	1,111	1,574	1,574	1,574	
661-525-715.00	Social Security	4,476	4,831	5,917	5,917	5,512
661-525-716.00	Hospitalization	20,721	19,602	21,905	21,905	21,892
661-525-717.00	Life Insurance	67	77	74	74	83
661-525-718.00	RETIREMENT - D/B	8,235	9,663	10,820	10,820	10,368
661-525-718.01	Retiree Health Insurance	7,110	5,615	4,379	4,379	4,524
661-525-718.10	RETIREMENT - D/C	3,077	7,182	6,929	6,929	7,202
661-525-722.00	CHANGE IN PENSION LIABILITY	(26,103)	(4,040)			
661-525-723.00	CHANGE IN OPEB LIABILITY	(13,070)	(18,520)			
661-525-727.00	Office Supplies	26	257	400	400	400
661-525-740.00	Operating Supplies	538	4			
661-525-741.00	Uniforms	429	1,153	900	900	900
661-525-755.00	Miscellaneous Supplies	(647)				
661-525-757.00	Fuels & Lubricants	92,205	130,860	32,500	32,500	85,790
661-525-776.00	Building Maintenance Supplies	1,306	705	2,000	2,000	2,040
661-525-777.00	MINOR TOOLS AND EQUIPMENT	2,691	5,445	1,500	1,500	1,500
661-525-780.00	Equipment Maintenance Supplies	44,614	28,851	35,500	35,500	40,800
661-525-801.00	Professional Services	239	100			
661-525-806.00	MEDICAL SERVICES	200	150	216	216	
661-525-810.00	Dues & Memberships	196	180	220	220	220
661-525-820.00	Contracted Services	58,383	64,841	5,000	5,000	27,014
661-525-825.00	Insurance	87,292	60,338	64,216	64,216	120,000
661-525-850.00	Communications	548	340			800
661-525-860.00	Transportation & Travel					1,500
661-525-901.00	Advertising					200
661-525-921.00	Utilities - Gas	9,309	15,300	10,000	10,000	
661-525-922.00	Utilities-Elec, Water, Sewer	15,930	21,175	18,000	18,000	
661-525-930.00	Equipment Maintenance	40,022	50,311	40,000	40,000	51,000
661-525-931.00	Maintenance of Building	11,936	13,232			11,506
661-525-939.00	Contracted Maintenance	613		10,000	10,000	
661-525-940.00	Rentals	730	1,946	2,959	2,959	3,190
661-525-941.01	TECHNOLOGY INTERNAL SERVICE C	3,118	2,301	4,329	4,329	4,429
661-525-941.05	VEHICLE RENTAL CREDIT			(4,320)	(4,320)	(4,320)
661-525-955.00	COST ALLOCATION			9,223	9,223	9,684
661-525-958.00	Education & Training		993	1,500	1,500	500
661-525-968.00	Depreciation	394,430	405,524	395,000	395,000	406,000
661-525-969.00	CONTINGENCY					4,512
661-525-970.00	Capital Outlay			382,000	382,000	622,722
661-525-994.00	Bond Interest Paid	23,576	14,944	9,171	9,171	
661-525-995.00	Transfers to Other Funds	37,345	37,345			
Totals for dept 525 - Municipal Garage		893,845	948,578	1,149,256	1,149,256	1,513,025
TOTAL APPROPRIATIONS		893,845	948,578	1,149,256	1,149,256	1,513,025

BUDGET REPORT FOR CITY OF MARSHALL						
GL NUMBER	DESCRIPTION	2020-21 ACTIVITY	2021-22 ACTIVITY	2022-23 ORIGINAL BUDGET	2022-23 AMENDED BUDGET	2023-24 RECOMMENDED BUDGET
	NET OF REVENUES/APPROPRIATIONS - FUND 661	163,429	(16,831)	(274,267)	(274,267)	(493,961)
	BEGINNING FUND BALANCE	2,833,860	2,997,292	2,980,462	2,980,462	2,980,462
	ENDING FUND BALANCE	2,997,289	2,980,461	2,706,195	2,706,195	2,486,501
	ESTIMATED REVENUES - ALL FUNDS	38,743,630	44,919,981	38,431,686	41,292,785	41,505,758
	APPROPRIATIONS - ALL FUNDS	32,889,284	35,841,634	38,495,094	48,122,894	41,642,370
	NET OF REVENUES/APPROPRIATIONS - ALL FUNDS	5,854,346	9,078,347	(63,408)	(6,830,109)	(136,612)
	BEGINNING FUND BALANCE - ALL FUNDS	21,428,071	27,282,193	36,360,559	36,360,559	36,380,222
	FUND BALANCE ADJUSTMENTS - ALL FUNDS	(229)	2	19,663	19,663	
	ENDING FUND BALANCE - ALL FUNDS	27,282,188	36,360,542	36,316,814	29,550,113	36,243,610



ITEM 10.A

TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Eric Zuzga, Director of Community Services
DATE: April 3, 2023
SUBJECT: **SCHULER'S RENTAL REHABILITATION GRANT CLOSEOUT**

The Schuler's Rental Rehabilitation project is coming to a close as construction was completed earlier this year. One of the final steps in the project is to hold a public hearing to hear comments from the community on the project. This is a requirement of the Community Development Block Grant program. Council should accept the report and note the comments received from the community, if any, and approve the close out of the project.

BUDGET IMPACT:

After the OPRA expires, the DDA will see a sizable increase in taxable value and thus an increase in taxes. Water, sewer, electric, and FiberNet funds are all seeing an increase in revenue from this project.

RECOMMENDATION:

Approve the report closing out the Schuler's Rental Rehabilitation CDBG project.



ITEM 10.B

TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Eric Zuzga, Director of Community Services
DATE: April 3, 2023
SUBJECT: 125-127 WEST MICHIGAN AVENUE OPRA

A public hearing is scheduled for the April 3rd Council meeting to consider an OPRA exemption request from Justin and Heather Cahill for the redevelopment of the second floor of 125-127 West Michigan Avenue. In 2022, Council created an OPRA district which allowed for the consideration of this request. If approved, the request will assist in the redevelopment of the second floor into five (5) apartments. The Cahill's request is for the full 12 years as allowed by the OPRA statute.

OPRA is a tool created by the legislature in 2000, to encourage the redevelopment of blighted structures. It works by freezing the taxable value of a property for a period of up to twelve (12) years. Freezing the taxable value of a property provides an incentive for a property owner to make significant improvements to a building without incurring an increase in property taxes for the period approved by Council.

BUDGET IMPACT:

The OPRA will freeze the 2023 assessment for the second floor for 12 years. Upon expiration of the OPRA exemption, the SEV and STV will see the full value of the second floor renovations. This will increase the amount the DDA captures at that time. Amount to be determined.

RECOMMENDATION:

Approve Resolution 2023-11 authorizing the OPRA exemption request for the second floor of 125-127 West Michigan Avenue for a period of 12 years.

**CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2023-11**

**A RESOLUTION TO APPROVE AN OBSOLETE PROPERTY REHABILITATION
EXEMPTION CERTIFICATE APPLICATION
PA 146 OF 2000 AS AMENDED**

Minutes of a regular meeting of the Council of the City of Marshall, held on April 3, 2023 at 7:00 PM.

PRESENT:

ABSENT:

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

Resolution 2023-11 Approving Obsolete Property Rehabilitation Exemption Certificate Application for Justin and Heather Cahill Located at 125-127 West Michigan Avenue

WHEREAS, pursuant to PA 146 of 2000, as amended, the City of Marshall is a Qualified Local Governmental Unit eligible to establish one or more Obsolete Property Rehabilitation Districts (OPRA); and

WHEREAS, the City of Marshall legally established the Obsolete Property Rehabilitation District Cahill Building Obsolete Property Rehabilitation District No. 1 on July 18, 2022, after a public hearing held on July 18, 2022; and

WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) does not exceed 5% of the total taxable value of the City of Marshall; and

WHEREAS, the application was approved at a public hearing as provided by section 4(2) of Public Act 146 of 2000, as amended, on April 3, 2023; and

WHEREAS, the Cahills are not delinquent in any taxes related to the facility; and

WHEREAS, the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000, as amended; and

WHEREAS, the applicant has provided answers to all required questions under the application instructions to the City of Marshall; and

WHEREAS, the City of Marshall requires that rehabilitation of the facility shall be completed by December 31, 2023; and

WHEREAS, the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District; and

WHEREAS, the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000, as amended, and that is situated within an Obsolete Property Rehabilitation District established in the City of Marshall eligible under Public Act 146 of 2000, as amended, to establish such a district; and

WHEREAS, completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to create employment, revitalize urban areas, and increase the number of residents in the community in which the facility is situated; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL and hereby is granted an Obsolete Property Rehabilitation Exemption for the real property (2nd floor of 125-127 West Michigan Avenue), excluding land, located in Obsolete Property Rehabilitation District Cahill Building Obsolete Property Rehabilitation District No. 1 at 125-127 West Michigan Avenue for a period of 12 years, beginning December 31, 2023, and ending December 31, 2035, pursuant to the provisions of PA 146 of 2000, as amended.

Resolution declared adopted this 3rd day of April 2023.

Michell Eubank, City Clerk

I, Michelle Eubank, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on April 3, 2023 and that the said meeting was conducted and that the minutes of the meeting were kept and will be or have been made available.

Michell Eubank, City Clerk

Application for Obsolete Property Rehabilitation Exemption Certificate

This form is issued as provided by Public Act 146 of 2000, as amended. This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

INSTRUCTIONS: File the original and two copies of this form and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) Please see State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

Applicant (Company) Name (applicant must be the OWNER of the facility) Justin and Heather Cahill		
Company Mailing address (No. and street, P.O. Box, City, State, ZIP Code) 3065 Nottawa Lake Drive, Marshall, MI 49068		
Location of obsolete facility (No. and street, City, State, ZIP Code) 125-127 West Michigan Avenue, Marshall, MI 49068 - 2nd floor		
City, Township, Village (indicate which) City of Marshall		County Calhoun
Date of Commencement of Rehabilitation (mm/dd/yyyy) May 15, 2023	Planned date of Completion of Rehabilitation (mm/dd/yyyy) December 31, 2023	School District where facility is located (include school code) Marshall Mi 13110
Estimated Cost of Rehabilitation \$889,437	Number of years exemption requested 12	Attach Legal description of Obsolete Property on separate sheet
Expected project likelihood (check all that apply): ☐ Increase Commercial activity ☐ Retain employment ☒ Revitalize urban areas ☒ Create employment ☐ Prevent a loss of employment ☒ Increase number of residents in the community in which the facility is situated Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment <u>8</u>		
Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the following box if you wish to be considered for this exclusion. ☐		

APPLICANT'S CERTIFICATION

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.

It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.

Name of Company Officer (no authorized agents) Justin Cahill	Telephone Number 810-623-1923	Fax Number
Mailing Address Marshall, MI 49068		Email Address jw-cahill@hotmail.com
Signature of Company Officer (no authorized agents)		Title Owner

LOCAL GOVERNMENT UNIT CLERK CERTIFICATION

The Clerk must also complete Parts 1, 2 and 4 on Page 2. Part 3 is to be completed by the Assessor.

Signature	Date application received 3/14/23
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FOR STATE TAX COMMISSION USE

Application Number	Date Received	LUCI Code
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LOCAL GOVERNMENT ACTION

This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and Instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.

PART 1: ACTION TAKEN

Action Date: <u>April 3, 2023</u>		
☐ Exemption Approved for _____ Years, ending December 30, <u>2035</u> (not to exceed 12 years)		
☐ Denied		
Date District Established	LUCI Code	School Code
July 18, 2022	13-2030	13110

PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)

A statement that the local unit is a Qualified Local Governmental Unit. A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000. A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit. A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years. A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing. A statement that the applicant is not delinquent in any taxes related to the facility. If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit. A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.	A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000. A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District. A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district. A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in. A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000. A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.
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PART 3: ASSESSOR RECOMMENDATIONS

Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31st of the year approved by the STC).

Taxable Value		State Equalized Value (SEV)	
Building(s)			
Name of Governmental Unit	Date of Action on application	Date of Statement of Obsolescence	
City of Marshall	April 3, 2023		

PART 4: CLERK CERTIFICATION

The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

Name of Clerk	Clerk Signature	Date	
Michelle Eubank		April 3, 2023	
Clerk's Mailing Address	City	State	ZIP Code
323 West Michigan Avenue	Marshall	MI	49068
	Telephone Number	Fax Number	Email Address
	269-781-5183	269-781-2878	meubank@cityofmarshall.com

Mail completed application and attachments to: Michigan Department of Treasury
State Tax Commission
P.O. Box 30471
Lansing, Michigan 48909-7971

If you have any questions, call 517- 335-7491.

For guaranteed receipt by the State Tax Commission, it is recommended that applications and attachments are sent by certified mail.



ITEM 10.C

TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Joshua Lankerd, Chief of Police
DATE: April 3, 2023
SUBJECT: **MARIHUANA ODOR ORDINANCE UPDATE**

Since the Michigan legalization of commercial cannabis in 2018, the regulations and laws regarding marihuana have continued to evolve and change. The City of Marshall continues to monitor these changes and to adjust our ordinances to address community and industry needs. The Marshall Police Department has been working with City Attorney David Revore and City Prosecutor John Sullivan to review, research, and update our Marihuana odor ordinance. During this time, we have received a growing number of marihuana odor complaints. In review of these complaints and in review of our odor ordinance, we found the established “reasonable odor” language may be interpreted as ambiguous as it lacked an objective standard.

In our research we found one of the most commonly used methods for measuring Marihuana smell is with a field olfactometer which provides an odor strength measurement on a set scale. One of the most common olfactometers used was found to be the Nasal Ranger meter by St. Croix Sensory. A Nasal Ranger device was purchased in November of 2021 to start assessing odors. Some preliminary work was conducted by Director McDonald before his retirement in February of 2022. Since this time, we have spent the last year reorganizing our code department, researching ordinances, policies, and testing the Nasal Ranger device to create a new Marihuana odor ordinance.

The proposed Marihuana Ordinance (2023-07) amends “reasonable person” standard to an objectionable standard. The proposed language is “An odor is per se objectionable if odor is detectable in the ambient air that is greater than a 7/1 dilution (D/T) threshold for two (2) samples not less than fifteen (15) minutes apart during a one-hour period measured by a field olfactometer device at the boundaries of the property as determined at the street right-of-way, or property line.” This 7/1 dilution threshold is an industry standard recognized by St. Croix Sensory.

The ordinance also sets the penalty for the violations as follows:

“Prosecution for Violation; Civil Penalty.

1) Any person or entity failing to comply with this Section shall be responsible for a municipal civil infraction or district court citation and shall be subject to a civil fine as follows: \$100.00 initial violation, \$250.00 second violation, and \$500.00 third (or any subsequent) violation. Municipal civil infraction violations are made payable at the City Municipal ordinance violation bureau. Repeat violations are determined based on the date of the commission of the violation.

Each day that a violation continues shall be deemed to be a separate offense.

2) In addition to the remedies described above, the City may institute the appropriate proceeding at law or in equity to restrain, correct, or abate such violation, including injunctive relief.

3) Jurisdiction for district court citations and legal action to enforce this Ordinance, the City Code, and state law, vest in the state courts of Calhoun County.”

With the approval of this ordinance, the Code Officer plans to use this process to address citizen complaints and complete regular odor inspections. The Code Officer will continue to monitor the odor enforcement process and will work with our commercial cannabis partners to gain compliance through odor mitigation plan updates.

BUDGET IMPACT:

The annual costs to maintain the Nasal Ranger olfactometer with testing, calibration, and software is \$2280 a year. The penalty for a violation is \$100, \$250, \$500. Although we are focused on compliance, citations may be issued as appropriate. The citation revenues are estimated to be below the cost of maintaining the device.

RECOMMENDATION:

Approve Ordinance 2023-07; An Ordinance To Amend The City Of Marshall Medical Marihuana Facilities Licensing Act (Mmfla), Ordinance No. 2017-06, And Commercial Marihuana (Mrtma) Ordinance No. 2019-06, And City Code Of Ordinances To Establish Parameters For The Prohibition Of Odors Emanating From Properties, To Establish Penalties For Violations Thereof; To Repeal Any Ordinances In Conflict Thereof; And To Provide An Effective Date Hereof.

**CITY OF MARSHALL
CALHOUN COUNTY, MICHIGAN**

ORDINANCE # 2023-07

PREAMBLE

AN ORDINANCE TO AMEND THE CITY OF MARSHALL MEDICAL MARIHUANA FACILITIES LICENSING ACT (MMFLA), ORDINANCE NO. 2017-06, AND COMMERCIAL MARIHUANA (MRTMA) ORDINANCE NO. 2019-06, AND CITY CODE OF ORDINANCES TO ESTABLISH PARAMETERS FOR THE PROHIBITION OF ODORS EMANATING FROM PROPERTIES, TO ESTABLISH PENALTIES FOR VIOLATIONS THEREOF; TO REPEAL ANY ORDINANCES IN CONFLICT THEREOF; AND TO PROVIDE AN EFFECTIVE DATE HEREOF.

THE CITY OF MARSHALL, CALHOUN COUNTY, HEREBY ORDAINS:

Section 1. Purpose. The purpose of this Ordinance is to amend City ordinances and the City Code of Ordinances to establish parameters for the prohibition of odors emanating from marihuana related facilities and marihuana establishments and to establish penalties for violations thereof.

It is the intent of this Ordinance to provide for the health, safety and welfare of persons in Marshall so that quality of life is not impaired, neighborhood character is preserved, commercial activities developed and increased, employment opportunities expanded, and positive planned land use developed.

Section 2. That Ordinance No. 2019-06 section LOCATION AND ELIGIBILITY, subsection (D)(1)(f)(7) Marihuana Grower License, and Code of Ordinances, Section 121.07 shall be amended as follows:

(1) Marihuana Grower License:

f. A Grower shall comply with all of the provisions of the MRTMA and shall:

7) **Odor control.** ~~No Person, tenant, occupant, or property owner shall permit the emission of unreasonable or offensive Marihuana odor from any source to result in such detectable odors that leave the premises upon which they originated. Odor emission shall be measured by a reasonable person of normal sensitivity standard.~~ A grower shall install and maintain in operable condition a system which precludes the emission of **objectionable** ~~unreasonable or offensive Marihuana~~ odors from **emanating from the property** ~~marijuana facilities and premises~~. Odor must be managed at the **property** ~~establishment~~ site and by the installation of an operable filtration to ventilation and exhaust equipment and odors

must otherwise be effectively confined to the interior of the building or dwelling from which the odor is generated. **Section ODOR PROHIBITION subsections (A), (B), (C), and (D), and the City Code of Ordinances Section 121.22, shall apply.**

Section 3. That Ordinance No. 2019-06 section LOCATION AND ELIGIBILITY, subsection (D)(2)(f)(6) Marihuana Processor License, and Code of Ordinances, Section 121.22 shall be amended as follows:

(2) Marihuana Processor License:

f. (6) Odor control. —~~No Person, tenant, occupant, or property owner shall permit the emission of unreasonable or offensive Marihuana odor from any source to result in such detectable odors that leave the premises upon which they originated. Odor emission shall be measured by a reasonable person of normal sensitivity standard. A processor grower shall install and maintain in operable condition a system which precludes the emission of~~ **objectionable** ~~unreasonable or offensive Marihuana~~ odors from the **property** ~~marijuana facilities and premises. Odor must be managed at the property establishment site and by the installation of an operable filtration to ventilation and exhaust equipment and odors must otherwise be effectively confined to the interior of the building or dwelling from which the odor is generated.~~ **Section ODOR PROHIBITION subsections (A), (B), (C), and (D), the City Code of Ordinances Section 121.22, shall apply.**

Section 4. That Ordinance No. 2019-06 section GENERAL LICENSE APPLICATION REQUIREMENTS, subsection (B)(8)(e), and Code of Ordinances, Section 121.09 shall be amended as follows:

e. A plan for ventilation of the marihuana establishment that describes the ventilation systems that will be used to prevent any **objectionable** ~~unreasonable or offensive~~ odor of marihuana off the premises of the business. For marihuana establishments that grow and/or process marihuana plants and/or marihuana infused products, such plan shall also include all ventilation systems used to control the environment for the plants and describe how such systems operate with the systems preventing any **objectionable** ~~unreasonable or offensive~~ odors from leaving the premises. For marihuana businesses that produce marihuana-infused products, such plan shall also include all ventilation systems used to mitigate noxious gases or other fumes used or created as part of the production process.

Section 5. That Ordinance No. 2019-06 section VISIBILITY OF ACTIVITIES; CONTROL OF EMISSIONS subsection (C), and Code of Ordinances, Section 121.20 shall be amended as follows:

(C) Sufficient measures and means of preventing smoke, **objectionable** ~~unreasonable or offensive~~ odors, debris, dust, fluids and other substances from exiting a marihuana establishment and commercial entity must be provided at all times. In the event that any **objectionable** ~~unreasonable or offensive~~ odors, debris, dust, fluids or other substances exit a marihuana establishment and/or commercial entity, the owner of the subject premises and the licensee shall be jointly and severally liable for such conditions and shall be responsible for immediate, full clean-up and correction of such condition. The licensee shall properly dispose of all such materials, items and other substances in a safe, sanitary and secure manner and in accordance with all applicable federal, state and local laws and regulations.

Section 6. That Ordinance No. 2019-06 section **MARIHUANA CULTIVATION** subsection (D), and Code of Ordinances, Section 121.21 shall be amended as follows:

(D) No marihuana cultivation activity shall result in the emission of any gas, vapors, **objectionable** ~~unreasonable or offensive~~ odor, smoke, dust, heat or glare that is noticeable at or beyond the property line of the dwelling at which the cultivation occurs. Sufficient measures and means of preventing the escape of such substances from a dwelling must be provided at all times. In the event that any gas, vapors, **objectionable** ~~unreasonable or offensive~~ odor, smoke, dust, heat or glare or other substances exit a dwelling, the owner of the subject premises shall be liable for such conditions and shall be responsible for immediate, full clean-up and correction of such condition. The owner shall properly dispose of all such materials, items, and other substances in a safe, sanitary, and secure manner and in accordance with all applicable federal, state, and local laws and regulations. In the event there is a lessee of the subject premises, the owner and the lessee shall be jointly and severally liable for such conditions.

Section 7. That Ordinance No. 2019-06 section ODOR CONTROL subsections (A), (B), (C), and added (D) and the **Code of Ordinances Section 121.22** shall be amended to read as follows:

ODOR CONTROL PROHIBITION.

(A) No Person, tenant, occupant, or property owner, **who cultivates, grows, processes, or uses marihuana for any purpose** shall **propagate or** permit the emission of **objectionable** ~~unreasonable or offensive Marihuana~~ **odors that may cause or result in a nuisance to the public or that endanger the health, safety and welfare of the public, to emanate** from any source **on the property** to result in such detectable odors that leave the premises upon which they originated. ~~and interfere with the reasonable and comfortable use and enjoyment of another's property.~~

~~(B) Whether or not a marihuana odor emission interferes with the reasonable and comfortable use and enjoyment of a property shall be measured against the objective standards of a reasonable person of normal sensitivity.~~

(B) An odor is per se objectionable if odor is detectable in the ambient air that is greater than a 7/1 dilution threshold (D/T) for two (2) samples not less than fifteen (15) minutes apart during a one-hour period measured by a field olfactometer device at the boundaries of the property as determined at the street right-of-way, or property line.

(C) A grower or a processor shall install and maintain in operable condition a system which precludes the emission of objectionable
~~unreasonable or offensive marihuana odor emanating~~ from the premises.

(D) Prosecution for Violation; Civil Penalty.

- 1) Any person or entity failing to comply with this Section shall be responsible for a municipal civil infraction or district court citation and shall be subject to a civil fine as follows: \$100.00 initial violation, \$250.00 second violation, and \$500.00 third (or any subsequent) violation. Municipal civil infraction violations are made payable at the City Municipal ordinance Violation Bureau. Repeat violations are determined based on the date of the commission of the violation. Each day that a violation continues shall be deemed to be a separate offense.**
- 2) In addition to the remedies described above, the City may institute the appropriate proceeding at law or in equity to restrain, correct, or abate such violation, including injunctive relief.**
- 3) Jurisdiction for district court citations and legal action to enforce this Ordinance, the City Code, and state law, vest in the state courts of Calhoun County.**

Section 8. Savings Clause. All proceedings pending and all rights and liabilities existing or incurred at the time this amendatory Ordinance takes effect are saved and may be consummated according to the law enforced when they were commenced. This amendatory Ordinance shall not be construed to affect any prosecution pending or initiated before the effective date of this amendatory Ordinance for an offense committed before that date.

Section 9. Conflicting Ordinances Repealed. Except as to prosecution and legal actions pending and saved pursuant to Section 8 above, any Marshall City Ordinances

or parts of Ordinances, or Code of Ordinances, in conflict with or inconsistent with any of the provisions of this Ordinance, are repealed.

Section 10. Severability. It is the legislative intent of the City adopting this Ordinance that all provisions hereof shall be liberally construed to protect the public health, safety and general welfare of the inhabitants of the City and all other persons affected by this Ordinance. Consequently, should any provision of this Ordinance be held to be unconstitutional, invalid or of no effect, such holding shall not be construed as affecting the validity of any of the remaining provisions of this Ordinance or Zoning Code, it being the intent of the City Council that this Ordinance shall stand and remain in effect, notwithstanding the invalidity of any provision hereof. If any section, paragraph, clause, phrase or part of this Ordinance is held invalid by any court of competent jurisdiction or any agency, department or commission empowered by statute for such purposes, such decision shall not affect the validity of the remaining provisions of this Ordinance, and the application of those provisions to any person or circumstance shall not be affected thereby.

Section 11. 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.

Section 12. Section Headings. The section headings used in this ordinance are for convenience only and are not a part of this Ordinance.

Section 13. Effective Date. This Ordinance shall take effect upon publication.

Introduced by the Marshall City Council this ____ day of _____, 2023.

Motion by

Second by

Ayes:

Nays:

Absent:

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

Motion by

Second by

Approved:

James Schwartz, Mayor

STATE OF MICHIGAN

COUNTY OF CALHOUN

I, Michelle Eubank, Marshall City Clerk, certify this is Ordinance #_____ adopted by the Marshall City Council at a meeting held the _____ day of _____, 2023, a meeting held according to the Open Meetings Act, Public Act No. 267 of 1976, as amended. I further certify Ordinance # 2023 - _____ was published in the Marshall Ad-Visor, a newspaper of general circulation in the City of Marshall, the _____ day of _____, 2023, subsequent to its adoption.

Michelle Eubank, City Clerk

Introduced:

Public Hearing:

Adopted:

Published:

Effective:



ITEM 12.A

TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
DATE: April 3, 2023
SUBJECT: **PA 425 CONDITIONAL LAND TRANSFER REQUESTS (MARSHALL TOWNSHIP)- INTRODUCTION AND SET PUBLIC HEARING**

The City has received a request from the owners of several properties in Marshall Township that are under contract or owned by the Marshall Area Economic Development Authority (MAEDA) to enter into a Public Act 425 Conditional Land Transfer. A Public Act 425 agreement brings an existing property into the City of Marshall to receive city services and provides for a portion of the collected taxes to be shared with the Township transferring the parcel.

The following Marshall Township properties are requesting transfer into the City of Marshall:

Marshall Area Economic Development Alliance (MAEDA)

13580 13 Mile Rd.

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

The South 1/2 of the South 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 29, Town 2 South, Range 6 West.

Parcel ID Number: 16-290-021-01

Marshall Area Economic Development Alliance (MAEDA)

13712 13 Mile Rd.

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

The North 1/2 of the South 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 29, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan.

Parcel ID Number: 16-290-021-02

Marshall Area Economic Development Alliance (MAEDA)

13996 13 Mile Rd.

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

The West 2.0 acres of the North 1/2 of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 29, Town 2 South, Range 6 West.

Parcel ID Number: 16-290-021-03

Marshall Area Economic Development Alliance (MAEDA)

13820 W. Michigan Ave.

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

A Parcel of land in the Southwest Quarter of the Southeast Quarter of Section 20, Township 2 South Range 6 West, described as follows: Beginning at a point distant South 89 degrees 00 minutes East, 1331.6 feet, North 01 degree 06 minutes East. 18.29 and North 67 degrees 14 minutes 40 seconds West. 17.23 feet from the South Quarter post of said Section 20, thence North 01 degree 06 minutes East 215.19 feet; thence North 67 degrees 14 minutes 40 seconds West, 150 feet parallel to and distant 60 feet from the centerline of the Battle Creek-Marshall Road; thence South 22 degrees 45 minutes 20 seconds West. 200 feet; thence South 67 degrees 14 minutes 40 seconds East 229.41 to the place of beginning.

Parcel ID Number: 16-201-018-00

Marshall Area Economic Development Alliance (MAEDA)

13996 W. Michigan Ave.

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

Beginning on the South line of Highway U.S. 12 (Michigan Avenue) at a point distant North 67 degrees 06 minutes West, 234.82 feet from its intersection with the East line of Section 29, Township 2 South, Range 6 West, and running thence North 67 degrees 06 minutes West along said South line of Highway U.S. 12, 371.08 feet; thence South 10 degrees 04 minutes West 264.6 feet; thence South 67 degrees 06 minutes East, parallel with said U.S. 12, 354.1 feet; thence North 13 degrees 42 minutes East 261.3 feet to the place of beginning; EXCEPTING therefrom the Easterly 202 feet of the above described parcel.

Parcel ID Number: 16-290-012-00

Marshall Area Economic Development Alliance (MAEDA)

14012 W. Michigan Ave.

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

The Easterly 202 feet of the following described parcel: Beginning on the South line of Highway U.S. 12 (Michigan Avenue) at a point distant North 67 degrees 06 minutes West 234.82 feet from its intersection with the East line of Section 29, Town 2 South, Range 6 West and running thence North 67 degrees 06 minutes West along said South line of Highway U.S. 12, 371.08 feet; thence South 10 degrees 04 minutes West 264.6 feet; thence South 67 degrees 06 minutes East parallel with said U.S. 12, 354.1 feet; thence North 13 degrees 42 minutes East 261.3 feet to the place of beginning.

Parcel ID Number: 16-290-015-00

Marshall Area Economic Development Alliance (MAEDA)

Michigan Ave.

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

The West 470 feet of that part of the North 1/2 of the Northwest 1/4 of Section 28, Town 2 South, Range 6 West Marshall Township, Calhoun County, Michigan, which lies South of Michigan Avenue extended (formally known as U.S. 12 and M-17) the Southerly line of said road being the South line of premises conveyed by deed recorded in Liber 177, page 432 (recorded as Liber 1777 of Deeds at Page 432 in the most recent deed).

Parcel ID Number: 16-281-015-00

Marshall Area Economic Development Alliance (MAEDA)

Michigan Ave.

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

Parcel 1:

The East 355 feet of the West 685 feet of that part of the Northeast 1/4 of Section 28, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, lying South of Michigan Avenue.

Parcel ID Number: 16-281-015-03

Parcel 2:

That part of the Northeast 1/4 of Section 28, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, lying South of Michigan Avenue extended (formerly known as US 12 and M-17), West of a line running North and South 1018.09 feet West of the East Section line and East of a line running North and South 685 feet East and of the North-South 1/4 line of said Section 28.

Parcel ID Number: 16-281-015-04

Marshall Area Economic Development Alliance (MAEDA)

Bentley Boulevard

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

The North 1/2 of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 29, Town 2 South, Range 6 West, EXCEPT the West 2.0 acres thereof.

Parcel ID Number: 16-290-021-05

Marshall Area Economic Development Alliance (MAEDA)

13844 13 Mile Rd.

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

The South 1/2 of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 29, Town 2 South, Range 6 West.

Parcel ID Number: 16-290-021-04

Marshall Area Economic Development Alliance (MAEDA)

Michigan Ave.

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

Parcel 1:

The North Half of the Northwest Quarter of Section 28, Township 2 South, Range 6 West, lying Southerly of Michigan Avenue; EXCEPT the West 470 feet; ALSO EXCEPT commencing at the Southwest Corner of the North Half of the Northwest Quarter of said Section 28; thence East 470 feet; thence North 363 feet to the point of beginning; thence East 600 feet; thence North 275 feet more or less; thence Northwesterly along the Southerly line of Michigan Avenue 638 feet more or less to a point lying North of the point of beginning; thence South 485 feet more or less to the point of beginning.

Parcel ID Number: 16-281-015-01

Parcel 2:

The West 330 feet of the part of the Northeast Quarter of Section 28, Town 2 South, Range 6 West, lying South of Michigan Avenue extended (formerly known as U.S. 12 and M-17), the South line of said Michigan Avenue being the South line of premises first conveyed by Deed recorded in Liber 177 of Deeds, page 315, Calhoun County, Michigan.

Parcel ID Number: 16-281-015-02

Parcel 3:

Commencing at the Southwest Corner of the North Half of the Northwest Quarter of Section 28, Township 2 South, Range 6 West; thence East 470 feet; thence North 363 feet to the point of beginning; thence East 600 feet; thence North 275 feet more or less; thence Northwesterly along the Southerly line of Michigan Avenue 638 feet more or less to a point lying North of the point of beginning; thence South 485 feet more or less to the point of beginning.

Parcel ID Number: 16-281-015-05

Marshall Area Economic Development Alliance (MAEDA)

E. Michigan Ave.

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

PARCEL 1:

A parcel of land in Section 19, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, described as follows: That part of the following described premises lying in Section 19: Commencing where Ceresco Road intersects Section line between Sections 29 and 30, running thence North on Section line to the Territorial Road (so called), Northwest in middle of said road about 60 rods, South to Ceresco Road, East to beginning, in Sections 19 and 30, Town 2 South, Range 6 West, to be taken off the East part of said description excepting therefrom, all that part of the above lying North of a line described as: Beginning at a point on the East line of said Section 19, distant 1099.09 feet South of the East 1/4 post of said Section, thence bearing North 77 degrees 50 minutes West in a straight line to the West line of the

above described parcel and the end of said line.

Parcel ID Number: 16-190-006-01

PARCEL 2:

Commencing at the Northwest corner of Section 30, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan; thence East 80 rods; thence North 39-1/2 rods; thence West 80 rods; thence South to the place of beginning.

Parcel ID Number: 16-193-003-00

PARCEL 3:

A parcel of land in Section 19, Town 2 South, Range 6 West, described as follows: Start on the North bank of the Kalamazoo River at a point 10 rods East from the North and South 1/4 line of Section 30, Town 2 South, Range 6 West; go North on West line of land of D.H. Godfrey, (formerly) to the East and West 1/4 line of Section 19; go West to a point 80 rods East from the West line of said Section 19; go South to the North bank of the Kalamazoo River, go Easterly along North bank of Kalamazoo River to start. EXCEPTING the North 20 acres thereof. Also, EXCEPTING that portion of said land in Section 30, Town 2 South, Range 6 West.

Parcel ID Number: 16-193-006-00

PARCEL 4:

Part of the East 1/2 of Section 19, Town 2 South, Range 6 West, lying Southerly of Old US-12 Highway, described as beginning on the East & West 1/4 line at a point distant 165 feet East of the North & South 1/4 line, thence South to South Section line, thence East 1742.4 feet, thence North to old US-12 Highway right of way, thence Northwesterly along right of way to a point 165 feet East of the North & South 1/4 line, thence South 184.33 feet to beginning; EXCEPT beginning in the Northeast corner of said parcel, thence Northwesterly along the Southerly highway right of way line 1233.8 feet, thence South 22 degrees 31 minutes West 350 feet, thence South 67 degrees 29 minutes East 189.99 feet, thence South 12 degrees 35 minutes West 474.63 feet, thence South 87 degrees 01 minute East 655 feet, thence South 84 degrees 51 minutes East 534 feet, thence North 402.7 feet to beginning; ALSO EXCEPT Beginning in the center of old US-12 Highway 165 feet Southeasterly of the North & South 1/4 line, thence Southeasterly in highway 250.12 feet, thence South 22 degrees 31 minutes West 350 feet, thence North 67 degrees 29 minutes West 105.66 feet, thence North to beginning.

Parcel ID Number: 16-193-009-00

PARCEL 5:

A parcel of land in Section 30, Town 2 South, Range 6 West, described as: Beginning at a point 10 rods East of the center of Section 19, Township 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, running thence South 69.57 chains more or less to the center of Ceresco Road, thence East along the center of said road 26.40 chains, more or less, thence North 61.20 chains, more or less, to the Southerly line of the right of way formerly occupied by Michigan Traction Company, thence Northwesterly along said Southerly line of the right of way to the intersection thereof with the East and West 1/4 line of aforesaid Section 19, thence West to the place of beginning. EXCEPTING that portion of said land in Section 19, Town 2 South, Range 6 West.

Parcel ID Number: 16-300-006-00

PARCEL 6:

Beginning at the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 30, Town 2 South, Range 6 West, thence South to the Kalamazoo River, thence Southeasterly along said river to a point 165 feet East of the North & South 1/4 line, thence North to Section line, thence West to place of beginning. EXCEPT Beginning in the centerline of C Drive North 1893.5 feet East of the West Section line, thence North 501 feet, thence East 336.14 feet, thence South 501 feet, thence West 336.14 feet.

Parcel ID Number: 16-300-018-00

PARCEL 7:

Commencing at the Northwest corner of Section 30, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, thence East 80 rods, thence South to the line of the Michigan Central Railroad, thence along the line of said Michigan Central Railroad to the town line between Marshall Township and Emmett Township, thence North to the place of beginning.

Parcel ID Number: 16-300-021-00

In 2006, the City and Marshall Township entered into a Master Public Act 425 Conditional Land Transfer Agreement. In 2015, the Master Agreement was extended to 2026 and in 2019, it was revised and extended to 2029.

Public Act 425 requires the adoption of a resolution and a public hearing by both governmental bodies. The proposed resolution/contract and public hearing notice are attached.

BUDGET IMPACT:

These parcels will be held by MAEDA for economic development purposes and no property taxes are anticipated to be collected or distributed until sold or transferred.

RECOMMENDATION:

Introduce and set a public hearing for April 17, 2023, to be held at the Marshall County Building, to hear comments on a Public Act 425 Conditional Land Transfer for the following parcels: 16-290-021-01, 16-290-021-02, 16-290-021-03, 16-201-018-00, 16-290-012-00, 16-290-015-00, 16-281-015-00, 16-281-015-03, 16-281-015-04, 16-290-021-05, 16-290-021-04, 16-281-015-01, 16-281-015-02, 16-281-015-05, 16-190-006-01, 16-193-003-00, 16-193-006-00, 16-193-009-00, 16-300-006-00, 16-300-018-00, 16-300-021-00.

March 15, 2023

HAND DELIVERED

Mr. Derek Perry
City Manager
City of Marshall
323 W. Michigan Avenue
Marshall, Michigan 49068

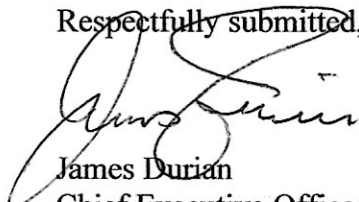
RE: Request to Transfer Property to City of Marshall

Dear Mr. Perry:

As the owner of the parcels identified on the attached Parcel Worksheet as "April 425 Transfers" and on the surveys being submitted with this request, Marshall Area Economic Development Alliance ("MAEDA") is requesting that the Property be transferred into the City of Marshall pursuant to Public Act 425 so that services can be provided to the Properties by the City of Marshall. MAEDA requests that this be placed on the agenda for the City Council as soon as possible.

If any additional information is needed, please do not hesitate to contact me.

Respectfully submitted,



James Durian
Chief Executive Officer
Marshall Area Economic
Development Alliance

Cc: Mr. David Bosserd – Marshall Township Supervisor
Mr. David Revore – City of Marshall Attorney
Mr. Richard Lindsey – MAEDA Attorney

Parcel Worksheet

April 425 Transfers

Acres	Parcel Number
9.7	16-290-021-01
9.7	16-290-021-02
1.6	16-290-021-03
9.7	16-290-021-04
8.1	16-290-021-05
0.86	16-201-018-00
0.89	16-290-012-00
1.05	16-290-015-00
10.32	16-281-015-00
5.21	16-281-015-05
18.78	16-281-015-01
10.18	16-281-015-02
9.95	16-281-015-03
21.2	16-281-015-04
40	16-300-021-00
19.8	16-193-003-00
70	16-193-006-00
76.1	16-300-018-00
70.8	16-300-006-00
78	16-193-009-00
27.5	16-190-006-01

**CITY OF MARSHALL – TOWNSHIP OF MARSHALL
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the ____ day of _____, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, the Marshall Area Economic Development Alliance, the owner of the property described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on April 21, 2023.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.

5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50th) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
 - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise of rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

_____ By: _____
Derek N. Perry, City Manager

_____ By: _____
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

By: _____
David Bosserd, Supervisor

By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)

)ss

COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by David Bosserd, Supervisory and Jeff Albaugh, Clerk of Marshall Township, on behalf of said Township.

Notary Public, Calhoun County, MI

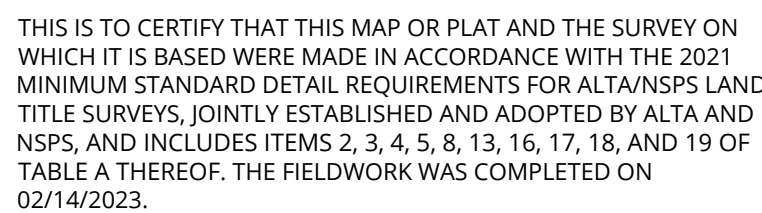
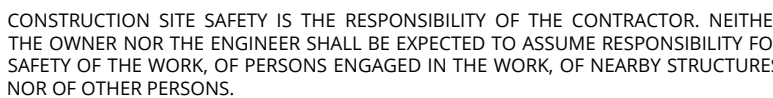
My commission expires _____

SCHEDULE 1

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

The South 1/2 of the South 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 29, Town 2 South, Range 6 West.

16-290-021-01



DRAWING NOTE: SCALE DEPICTED IS MEANT FOR 24" X 36" AND
WILL SCALE INCORRECTLY IF PRINTED ON ANY OTHER SIZE
MEDIA

NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR

**CITY OF MARSHALL – TOWNSHIP OF MARSHALL
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the ____ day of _____, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, the Marshall Area Economic Development Alliance, the owner of the property described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on April 21, 2023.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.

5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50th) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
 - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise of rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

_____ By: _____
Derek N. Perry, City Manager

_____ By: _____
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

By: _____
David Bosserd, Supervisor

By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)

)ss

COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by David Bosserd, Supervisory and Jeff Albaugh, Clerk of Marshall Township, on behalf of said Township.

Notary Public, Calhoun County, MI

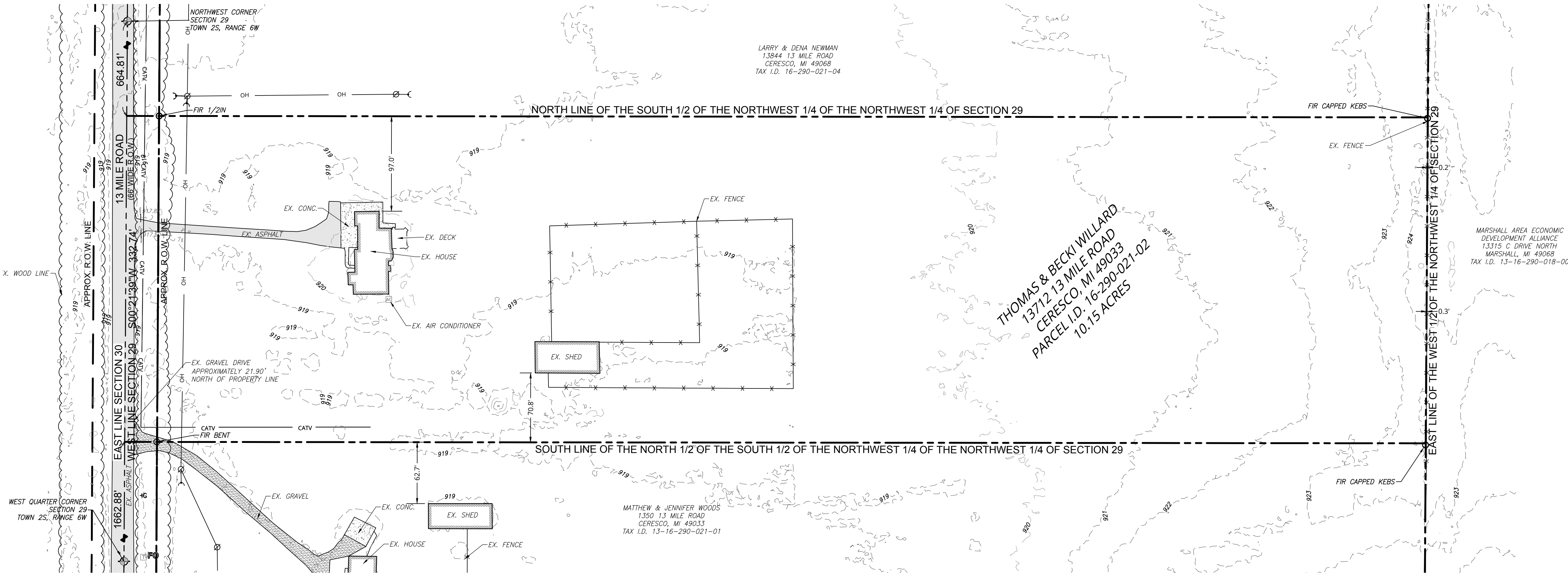
My commission expires _____

SCHEDULE 1

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

The North 1/2 of the South 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 29, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan.

16-290-021-02



LEGAL DESCRIPTION FOR PARCEL ID 13-16-290-021-002:

(PER CHICAGO TITLE INSURANCE COMPANY COMMITMENT FILE NO. 131198352CML, WITH AND EFFECTIVE DATE OF FEBRUARY 7, 2023 AT 8:00 AM)

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF CALHOUN, TOWNSHIP OF MARSHALL.

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWN 2 SOUTH, RANGE 6 WEST, MARSHALL TOWNSHIP CALHOUN COUNTY, MICHIGAN.

SCHEDULE B II EXCEPTIONS:

(PER CHICAGO TITLE INSURANCE COMPANY COMMITMENT FILE NO. 131198352CML, WITH AND EFFECTIVE DATE OF FEBRUARY 7, 2023 AT 8:00 AM)

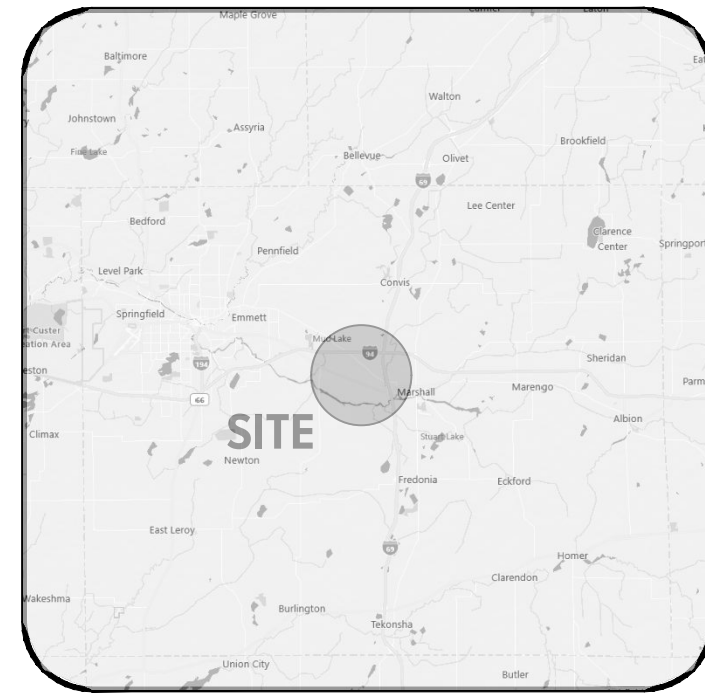
- ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I—REQUIREMENTS ARE MET. **(NOT A SURVEY MATTER)**
- a. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**
- b. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND. **(BLANKET IN NATURE)**
- c. EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS AND EXISTING WATER, MINERAL, OIL AND EXPLORATION RIGHTS. **(BLANKET IN NATURE)**
- d. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL, HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**
- e. ANY AND ALL OIL, GAS, MINERAL, MINING RIGHTS AND/OR RESERVATIONS THEREOF. **(NOT A SURVEY MATTER)**
- f. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**
- NO LIABILITY IS ASSUMED BY THE COMPANY FOR TAX INCREASE OCCASIONED BY RETROACTIVE REVALUATION OR CHANGE IN LAND USAGE OR LOSS OF ANY PRINCIPAL RESIDENCE EXEMPTION STATUS FOR THE LAND. **(NOT A SURVEY MATTER)**
- THE POLICY DOES NOT INSURE AGAINST UNPAID WATER, SEWER, ELECTRIC OR GAS CHARGES, IF ANY, THAT HAVE NOT BEEN LEVIED AS TAXES AGAINST THE LAND. **(NOT A SURVEY MATTER)**
- TAXES AND/OR ASSESSMENTS WHICH BECOME A LIEN OR BECOME DUE AND PAYABLE SUBSEQUENT TO THE EFFECTIVE DATE HEREIN. **(NOT A SURVEY MATTER)**
- RIGHTS OF TENANTS UNDER UNRECORDED LEASES AND ANY AND ALL PARTIES CLAIMING BY, THROUGH AND THEREUNDER. **(NOT A SURVEY MATTER)**
- EASEMENT RIGHTS IN FAVOR OF ANY AND ALL UTILITY COMPANIES, PUBLIC OR OTHERWISE, OVER AND ACROSS THE LAND FOR THE LOCATION, SERVICING AND MAINTENANCE OF FACILITIES LOCATED ON, OVER OR UNDER SAID LAND, IF ANY. **(BLANKET IN NATURE)**
- THE FUTURE ADVANCE MORTGAGE IN THE AMOUNT OF \$50,000.00, PLUS ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF, FROM THOMAS E. WILLARD AND BECKI L. WILLARD, HUSBAND AND WIFE, MORTGAGOR, TO PNC BANK, NATIONAL ASSOCIATION, MORTGAGEE, DATED MARCH 14, 2017, RECORDED ON APRIL 4, 2017, IN LIBER 4129, PAGE 405. THIS MORTGAGE CONTAINS A REVOLVING CREDIT FEATURE.
- NOTE: BORROWER MUST SUBMIT TO THE ABOVE LENDER, A LETTER AUTHORIZING THE CLOSING OF THE LINE OF CREDIT. SAID AUTHORIZATION WILL BE SUBMITTED ALONG WITH THE PAYOFF OF THE MORTGAGE. **(NOT A SURVEY MATTER)**
- OIL AND GAS LEASE TO THOMAS B. MASK, DATED JULY 27, 1966, RECORDED NOVEMBER 28, 1966 IN LIBER 877 ON PAGE 83. **(BLANKET IN NATURE)**
- OIL AND GAS LEASE TO RUSS VAN BELOIS, DATED JANUARY 25, 1983, RECORDED FEBRUARY 1, 1983 IN LIBER 1266 ON PAGE 623. **(BLANKET IN NATURE)**
- RIGHTS OF THE PUBLIC TO ANY PORTION OF THE LAND LYING WITHIN THE BOUNDS OF 13 MILE ROAD. **(BLANKET IN NATURE)**
- TERMS, COVENANTS, AND CONDITIONS OF MEMORANDUM OF OPTION TO PURCHASE PROPERTY SET FORTH IN LIBER 4652 PAGE 408, BETWEEN THOMAS WILLARD AND BECKI WILLARD AND MARSHALL AREA ECONOMIC DEVELOPMENT ALLIANCE. **(BLANKET IN NATURE)**
- GRANT OF RIGHTS AGREEMENT BETWEEN MICHIGAN STRATEGIC FUND (THE "MSF"), WHOSE ADDRESS IS 300 N WASHINGTON SQUARE, LANSING, MI 48933, AND MARSHALL AREA ECONOMIC DEVELOPMENT ALLIANCE, A MICHIGAN NON-PROFIT CORPORATION, DATED _____, RECORDED ON _____ IN LIBER _____ PAGE _____. **(NOT A SURVEY MATTER)**

UTILITY WARNING!!

THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE APPROXIMATE. LOCATIONS OBTAINED BY FRANCHISE UTILITY AGENCIES, MUNICIPAL AGENCIES AND/OR OWNER PROVIDED RECORD DRAWINGS. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS IN THE FIELD PRIOR TO THE START OF CONSTRUCTION.



CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF NEARBY STRUCTURES, NOR OF OTHER PERSONS.



LOCATION MAP
NOT TO SCALE

EXISTING LEGEND

- FIRE LINE
- WATER MAIN
- STORM SEWER
- SANITARY SEWER
- COMBINED SEWER
- CABLE TV
- OVERHEAD UTILITY
- FIBER OPTIC
- GAS
- ELECTRICAL
- FENCE
- HYDRANT
- GATE VALVE
- POST INDICATOR VALVE (PIV)
- WATER MAIN MANHOLE
- SQUARE CATCH BASIN
- ROUND CATCH BASIN
- BEEHIVE CATCH BASIN
- SANITARY MANHOLE
- END SECTION
- CULVERT
- STORM MANHOLE
- CLEAN OUT
- SIGN
- UTILITY POLE
- GUY WIRE
- LIGHT POLE
- LANDSCAPE LIGHT
- RISER
- ELECTRICAL BOX
- ELECTRICAL MANHOLE
- FLAG POLE
- MAILBOX
- TREE
- CONCRETE
- ASPHALT PAVEMENT
- GRAVEL
- RIP-RAP

SURVEYORS NOTES:

- THE BEARING BASIS FOR THE SITE IS NAD83 MICHIGAN STATE PLANE, SOUTH ZONE, INTERNATIONAL FEET.
- DATE OF SURVEY: JANUARY 20, 2023.
- SOME FEATURES SHOWN ON SURVEY MAY BE OUT OF SCALE FOR CLARITY.
- DIMENSIONS ON THIS SURVEY ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED.
- SITE IS LOCATED WITHIN ZONE A PER THE FLOOD INSURANCE RATE MAP, MAP NUMBER 26025C0220C, WITH AN EFFECTIVE DATE OF 04/04/2011
- NO EVIDENCE OF RECENT EARTH WORK WAS OBSERVED AT THE TIME OF SURVEY.
- ACTUAL PROPERTY ACREAGE EQUALS 66.50 ACRES.

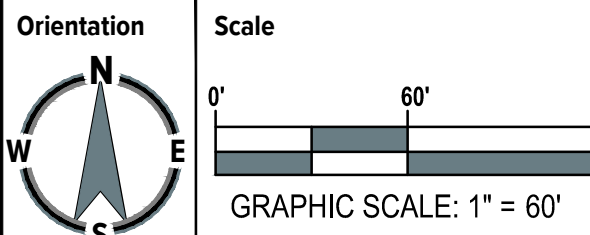
SURVEYORS CERTIFICATE:

TO: MICHIGAN ECONOMIC DEVELOPMENT CORPORATION, THE MICHIGAN STRATEGIC FUND, MICHIGAN LAND BANK AUTHORITY, MARSHALL AREA ECONOMIC DEVELOPMENT ALLIANCE AND CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 8, 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 01/27/2023.

Jeffrey Evans, P.S.
PROFESSIONAL SURVEYOR NO. 47637
JEFF.EVANS@SME-USA.COM

Dated: _____



Project
MARSHALL MEGASITE

Project Location
**13712 13 MILE ROAD
CERESCO, MI 49033
CALHOUN COUNTY**

Sheet Name
**ALTA/NSPS LAND TITLE
SURVEY**

Surveyor's Seal

Revisions

REV	ISSUED FOR	DATE	BY
01	ATTORNEY COMMENTS	02-07-2023	TPM

Date
02/28/2023

SME Project No.
091434.03

Project Manager:
J. EVANS

Field Chief:
B. JACKSON

CADD:
J. RUNYON

Checked By:
S. WILSON

Reviewed By:
J. EVANS

Sheet No.
01

DRAWING NOTE: SCALE DEPICTED IS MEANT FOR 24" X 36" AND WILL SCALE INCORRECTLY IF PRINTED ON ANY OTHER SIZE MEDIA.
NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR CONSENT OF SME
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**CITY OF MARSHALL – TOWNSHIP OF MARSHALL
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the ____ day of _____, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, the Marshall Area Economic Development Alliance, the owner of the property described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on April 21, 2023.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.

5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50th) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
 - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise of rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

_____ By: _____
Derek N. Perry, City Manager

_____ By: _____
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

By: _____
David Bosserd, Supervisor

By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)

)ss

COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by David Bosserd, Supervisory and Jeff Albaugh, Clerk of Marshall Township, on behalf of said Township.

Notary Public, Calhoun County, MI

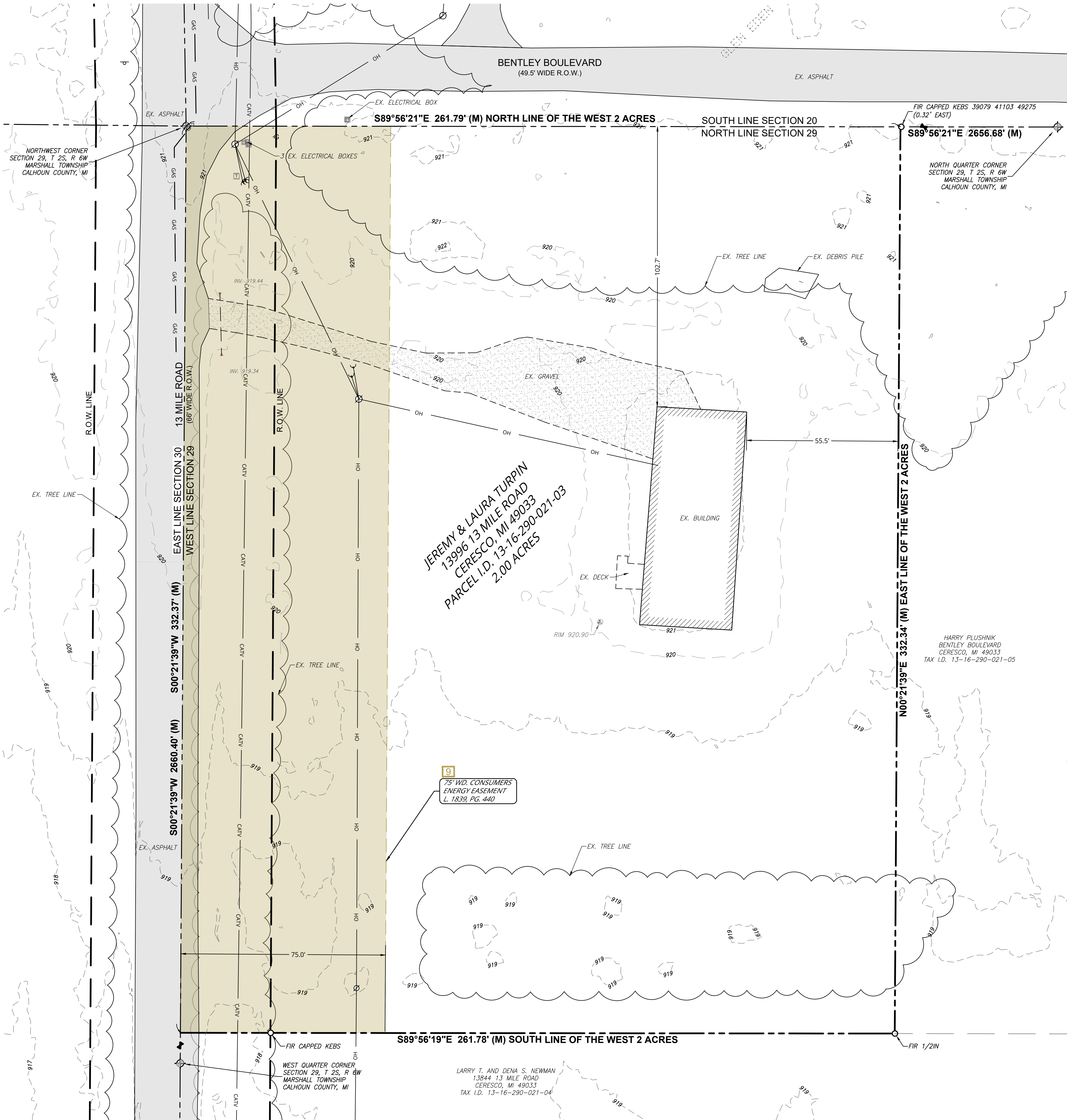
My commission expires _____

SCHEDULE 1

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

The West 2.0 acres of the North 1/2 of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 29, Town 2 South, Range 6 West.

16-290-021-03



UTILITY WARNING!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE APPROXIMATE. LOCATIONS OBTAINED BY FRANCHISE UTILITY AGENCIES, MUNICIPAL AGENCIES AND/OR OWNER PROVIDED RECORD DRAWINGS. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS IN THE FIELD PRIOR TO THE START OF CONSTRUCTION.



CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF NEARBY STRUCTURES, NOR OF OTHER PERSONS.

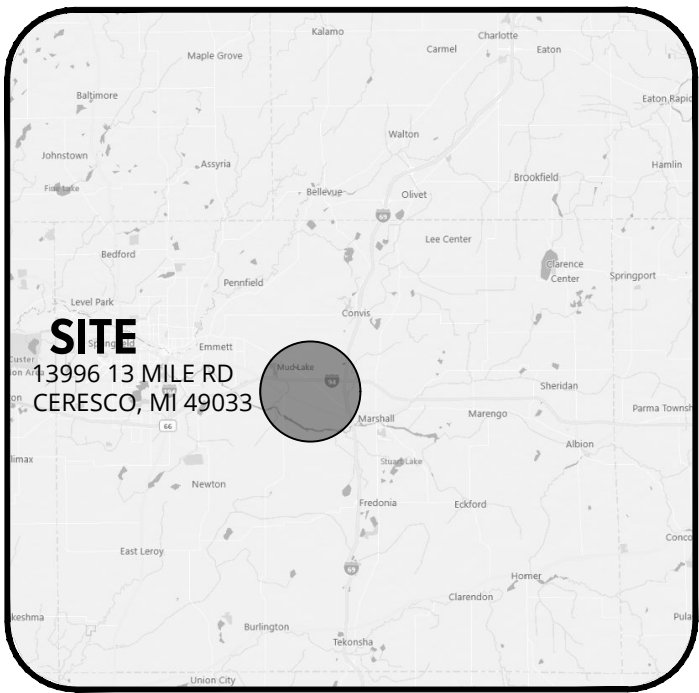
LEGAL DESCRIPTION:

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF CALHOUN, TOWNSHIP OF MARSHALL.
THE WEST 2.0 ACRES OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWN 2 SOUTH, RANGE 6 WEST.

SCHEDULE B II EXCEPTIONS:

(PER CHICAGO TITLE TITLE INSURANCE COMPANY COMMITMENT FILE NO. 131198495CML, WITH AND EFFECTIVE DATE OF FEBRUARY 7, 2023 AT 8:00 AM)

- ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I—REQUIREMENTS ARE MET. **(NOT A SURVEY MATTER)**
 - RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**
 - ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND. **(AS SHOWN HEREIN)**
 - EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS AND EXISTING WATER, MINERAL, OIL AND EXPLORATION RIGHTS. **(AS SHOWN HEREIN)**
 - ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL, HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**
 - ANY AND ALL OIL, GAS, MINERAL, MINING RIGHTS AND/OR RESERVATIONS THEREOF. **(NOT A SURVEY MATTER)**
 - TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**
- NO LIABILITY IS ASSUMED BY THE COMPANY FOR TAX INCREASE OCCASIONED BY RETROACTIVE REEVALUATION OR CHANGE IN LAND USAGE OR LOSS OF ANY PRINCIPAL RESIDENCE EXEMPTION STATUS FOR THE LAND. **(NOT A SURVEY MATTER)**
- THE POLICY DOES NOT INSURE AGAINST UNPAID WATER, SEWER, ELECTRIC OR GAS CHARGES, IF ANY, THAT HAVE NOT BEEN LEVIED AS TAXES AGAINST THE LAND. **(NOT A SURVEY MATTER)**
- TAXES AND/OR ASSESSMENTS WHICH BECOME A LIEN OR BECOME DUE AND PAYABLE SUBSEQUENT TO THE EFFECTIVE DATE HEREIN. **(NOT A SURVEY MATTER)**
- RIGHTS OF TENANTS UNDER UNRECORDED LEASES AND ANY AND ALL PARTIES CLAIMING BY, THROUGH AND THEREUNDER. **(NOT A SURVEY MATTER)**
- EASEMENT RIGHTS IN FAVOR OF ANY AND ALL UTILITY COMPANIES, PUBLIC OR OTHERWISE, OVER AND ACROSS THE LAND FOR THE LOCATION, SERVICING AND MAINTENANCE OF FACILITIES LOCATED ON, OVER OR UNDER SAID LAND, IF ANY. **(AS SHOWN HEREIN)**
- A MORTGAGE TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$110,000.00, DATED JUNE 29, 2020, JEREMY TURPIN AND LAURA BAGNALL-TURPIN AKA LAURA ANNA TURPIN, HUSBAND AND WIFE, MORTGAGOR, HONOR CREDIT UNION, MORTGAGEE, RECORDED ON JULY 28, 2020, IN LIBER 4439, PAGE 0596. **(NOT A SURVEY MATTER)**
- RIGHT(S) OF WAY AND/OR EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO CONSUMERS POWER COMPANY (NOW KNOWN AS CONSUMERS ENERGY) IN A DOCUMENT RECORDED AS LIBER 1839, PAGE 440. **(AS SHOWN HEREIN)**
- NOTE FOR INFORMATION: AN AFFIDAVIT OF AFFIXTURE AFFECTING THE LAND IS RECORDED AT LIBER 3216, PAGE 696. **(NOT A SURVEY MATTER)**
- TERMS, COVENANTS, AND CONDITIONS OF MEMORANDUM OF OPTION SET FORTH AS LIBER 4642, PAGE 0631. **(NOT A SURVEY MATTER)**
- ANY AND ALL OIL, GAS AND MINERAL RIGHTS AND RESERVATIONS OF EVERY KIND AND NATURE WHETHER RECORDED OR UNRECORDED AND ALL RIGHTS PERTINENT THERETO. **(NOT A SURVEY MATTER)**
- RIGHTS OF THE PUBLIC TO ANY PORTION OF THE LAND LYING WITHIN THE BOUNDS OF 13 MILE ROAD AND BENTLEY BOULEVARD. **(AS SHOWN HEREIN)**
- GRANT OF RIGHTS AGREEMENT BETWEEN MICHIGAN ECONOMIC DEVELOPMENT CORPORATION (THE "MEDCO"), WHOSE ADDRESS IS 300 N WASHINGTON SQUARE, LANSING, MI 48203, AND MARSHALL AREA ECONOMIC DEVELOPMENT ALLIANCE, A MICHIGAN NON-PROFIT CORPORATION, DATED _____, RECORDED ON _____, IN LIBER _____, PAGE _____. **(NOT A SURVEY MATTER)**



LOCATION MAP
NOT TO SCALE

EXISTING LEGEND

FIRE LINE	FL	FL	FL	FL	FL
WATER MAIN	WTR	WTR	WTR	WTR	WTR
STORM SEWER	STM	STM	STM	STM	STM
SANITARY SEWER	SAN	SAN	SAN	SAN	SAN
COMBINED SEWER	COMP	COMP	COMP	COMP	COMP
CABLETV	CATV	CATV	CATV	CATV	CATV
OVERHEAD UTILITY	OH	OH	OH	OH	OH
FIBER OPTIC	FO	FO	FO	FO	FO
GAS	GAS	GAS	GAS	GAS	GAS
ELECTRICAL	E	E	E	E	E
FENCE					
HYDRANT					
GATE VALVE					
POST INDICATOR VALVE (PIV)					
WATER MAIN MANHOLE					
SQUARE CATCH BASIN					
ROUND CATCH BASIN					
BEEHIVE CATCH BASIN					
SANITARY MANHOLE					
END SECTION					
CULVERT					
STORM MANHOLE					
CLEAN OUT					
SIGN					
UTILITY POLE					
GUY WIRE					
LIGHT POLE					
LANDSCAPE LIGHT					
RISER					
ELECTRICAL BOX					
ELECTRICAL MANHOLE					
FLAG POLE					
MAILBOX					
TREE					
CONCRETE					
ASPHALT PAVEMENT					
GRAVEL					
RIP-RAP					

SURVEYORS NOTES:

- THE BEARING BASIS FOR THE SITE IS NAD83 MICHIGAN STATE PLANE, SOUTH ZONE, INTERNATIONAL FEET.
- DATE OF SURVEY: FEBRUARY 14, 2023.
- SOME FEATURES SHOWN ON SURVEY MAY BE OUT OF SCALE FOR CLARITY.
- DIMENSIONS ON THIS SURVEY ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED.
- ACTUAL PROPERTY ACREAGE EQUALS 2.00 ACRES.
- SITE IS LOCATED WITHIN ZONE A PER THE FLOOD INSURANCE RATE MAP, MAP NUMBER 26025C0220C, WITH AN EFFECTIVE DATE OF 04/04/2011.
- EVIDENCE OF EARTH MOVING WORK WAS NOT OBSERVED AT THE TIME OF THE FIELD SURVEY.
- NO EVIDENCE OF CHANGES IN RIGHT OF WAY OBSERVED AT THE TIME OF THE FIELD SURVEY.

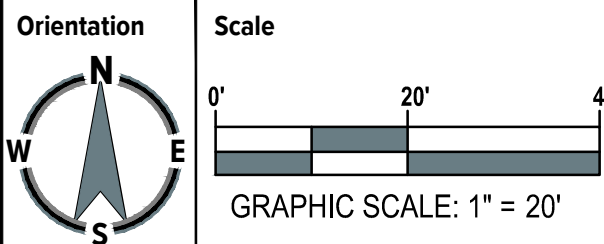
SURVEYORS CERTIFICATE:

TO: (I) MICHIGAN ECONOMIC DEVELOPMENT CORPORATION; (II) THE MICHIGAN STRATEGIC FUND; (III) MICHIGAN LAND BANK AUTHORITY; (IV) MARSHALL AREA ECONOMIC DEVELOPMENT ALLIANCE; (V) CHICAGO TITLE INSURANCE COMPANY);

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 8, 13, 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 02/14/2023.

JEFFREY EVANS, PS
PROFESSIONAL SURVEYOR NO. 47637
JEFF.EVANS@SME-USA.COM

Dated: _____

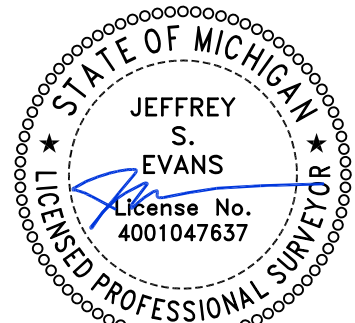


Project
MARSHALL MICHIGAN MEGASITE

Project Location
13996 13 MILE ROAD, MARSHALL, MI 49033

Sheet Name
ALTA/NSPS LAND TITLE SURVEY

Surveyor's Seal



Revisions

REV	ISSUED FOR	DATE	BY

Date
02/20/2023

SME Project No.
091434.03

Project Manager:
J. EVANS

Field Chief:
B. JACKSON & J. GLEN

CADD:
J. RUNYON

Checked By:
S. WILSON

Reviewed By:
J. EVANS

Sheet No.
01

DRAWING TITLE: SCALE: DEPICTED IS MEANT FOR 24" X 36" AND WILL SCALE INCORRECTLY IF PRINTED ON ANY OTHER SIZE MEDIA
NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR CONSENT OF SME
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**CITY OF MARSHALL – TOWNSHIP OF MARSHALL
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the ____ day of _____, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, the Marshall Area Economic Development Alliance, the owner of the property described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on April 21, 2023.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.

5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50th) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
 - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise of rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

By: _____
Derek N. Perry, City Manager

By: _____
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

By: _____
David Bosserd, Supervisor

By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)

)ss

COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by David Bosserd, Supervisory and Jeff Albaugh, Clerk of Marshall Township, on behalf of said Township.

Notary Public, Calhoun County, MI

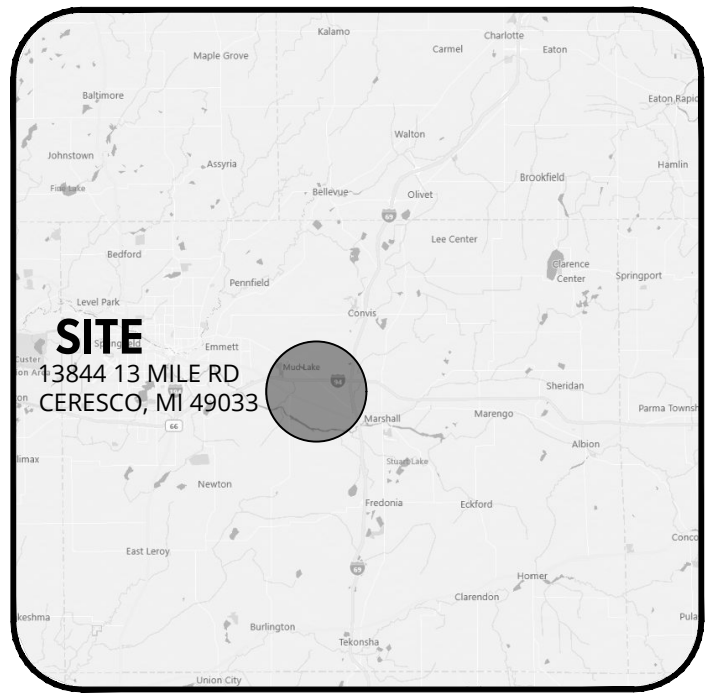
My commission expires _____

SCHEDULE 1

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

The South 1/2 of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 29, Town 2 South, Range 6 West.

16-290-021-04



LOCATION MAP
NOT TO SCALE

EXISTING LEGEND

FIRE LINE	FL	FL	FL	FL
WATER MAIN	WTR	WTR	WTR	WTR
STORM SEWER	STM	STM	STM	STM
SANITARY SEWER	SAN	SAN	SAN	SAN
COMBINED SEWER	COMP	COMP	COMP	COMP
CABLETV	CATV	CATV	CATV	CATV
OVERHEAD UTILITY	OH	OH	OH	OH
FIBER OPTIC	FO	FO	FO	FO
GAS	GAS	GAS	GAS	GAS
ELECTRICAL	E	E	E	E
FENCE	FENCE	FENCE	FENCE	FENCE
HYDRANT	HYDRANT	HYDRANT	HYDRANT	HYDRANT
GATE VALVE	GATE VALVE	GATE VALVE	GATE VALVE	GATE VALVE
POST INDICATOR VALVE (PIV)	PIV	PIV	PIV	PIV
WATER MAIN MANHOLE	WATER MAIN MANHOLE	WATER MAIN MANHOLE	WATER MAIN MANHOLE	WATER MAIN MANHOLE
SQUARE CATCH BASIN	SQUARE CATCH BASIN	SQUARE CATCH BASIN	SQUARE CATCH BASIN	SQUARE CATCH BASIN
ROUND CATCH BASIN	ROUND CATCH BASIN	ROUND CATCH BASIN	ROUND CATCH BASIN	ROUND CATCH BASIN
BEEHIVE CATCH BASIN	BEEHIVE CATCH BASIN	BEEHIVE CATCH BASIN	BEEHIVE CATCH BASIN	BEEHIVE CATCH BASIN
SANITARY MANHOLE	SANITARY MANHOLE	SANITARY MANHOLE	SANITARY MANHOLE	SANITARY MANHOLE
END SECTION	END SECTION	END SECTION	END SECTION	END SECTION
CULVERT	CULVERT	CULVERT	CULVERT	CULVERT
STORM MANHOLE	STORM MANHOLE	STORM MANHOLE	STORM MANHOLE	STORM MANHOLE
CLEAN OUT	CLEAN OUT	CLEAN OUT	CLEAN OUT	CLEAN OUT
SIGN	SIGN	SIGN	SIGN	SIGN
UTILITY POLE	UTILITY POLE	UTILITY POLE	UTILITY POLE	UTILITY POLE
GUY WIRE	GUY WIRE	GUY WIRE	GUY WIRE	GUY WIRE
LIGHT POLE	LIGHT POLE	LIGHT POLE	LIGHT POLE	LIGHT POLE
LANDSCAPE LIGHT	LANDSCAPE LIGHT	LANDSCAPE LIGHT	LANDSCAPE LIGHT	LANDSCAPE LIGHT
RISER	RISER	RISER	RISER	RISER
ELECTRICAL BOX	ELECTRICAL BOX	ELECTRICAL BOX	ELECTRICAL BOX	ELECTRICAL BOX
ELECTRICAL MANHOLE	ELECTRICAL MANHOLE	ELECTRICAL MANHOLE	ELECTRICAL MANHOLE	ELECTRICAL MANHOLE
FLAG POLE	FLAG POLE	FLAG POLE	FLAG POLE	FLAG POLE
MAILBOX	MAILBOX	MAILBOX	MAILBOX	MAILBOX
TREE	TREE	TREE	TREE	TREE
CONCRETE	CONCRETE	CONCRETE	CONCRETE	CONCRETE
ASPHALT PAVEMENT	ASPHALT PAVEMENT	ASPHALT PAVEMENT	ASPHALT PAVEMENT	ASPHALT PAVEMENT
GRAVEL	GRAVEL	GRAVEL	GRAVEL	GRAVEL
RIP-RAP	RIP-RAP	RIP-RAP	RIP-RAP	RIP-RAP

LEGAL DESCRIPTION PER TITLE POLICY:

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF CALHOUN, TOWNSHIP OF MARSHALL.

THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWN 2 SOUTH, RANGE 6 WEST.

SCHEDULE B II EXCEPTIONS:

(PER CHICAGO TITLE INSURANCE COMPANY COMMITMENT FILE NO. 131199044CM, WITH AND EFFECTIVE DATE OF FEBRUARY 10, 2023 AT 8:00 AM)

- ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR OTHERWISE, OVER AND ACROSS THE LAND FOR THE LOCATION, SERVICING AND MAINTENANCE OF FACILITIES LOCATED ON, OVER OR UNDER SAID LAND, IF ANY. (AS SHOWN HEREIN)
- RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. (NOT A SURVEY MATTER)
- ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND. (BLANKET IN NATURE)
- EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS AND EXISTING WATER, MINERAL, OIL AND EXPLORATION RIGHTS. (BLANKET IN NATURE)
- ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL, HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. (NOT A SURVEY MATTER)
- ANY AND ALL OIL, GAS, MINERAL, MINING RIGHTS AND/OR RESERVATIONS THEREOF. (NOT A SURVEY MATTER)
- TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS. (NOT A SURVEY MATTER)
- NO LIABILITY IS ASSUMED BY THE COMPANY FOR TAX INCREASE OCCASIONED BY RETROACTIVE REVALUATION OR CHANGE IN LAND USAGE OR LOSS OF ANY PRINCIPAL RESIDENCE EXEMPTION STATUS FOR THE LAND. (NOT A SURVEY MATTER)
- THE POLICY DOES NOT INSURE AGAINST UNPAID WATER, SEWER, ELECTRIC OR GAS CHARGES, IF ANY, THAT HAVE NOT BEEN LEVIED AS TAXES AGAINST THE LAND. (NOT A SURVEY MATTER)
- TAXES AND/OR ASSESSMENTS WHICH BECOME A LIEN OR BECOME DUE AND PAYABLE SUBSEQUENT TO THE EFFECTIVE DATE HEREIN. (NOT A SURVEY MATTER)
- RIGHTS OF TENANTS UNDER UNRECORDED LEASES AND ANY AND ALL PARTIES CLAIMING BY, THROUGH AND THEREUNDER. (NOT A SURVEY MATTER)
- EASEMENT RIGHTS IN FAVOR OF ANY AND ALL UTILITY COMPANIES, PUBLIC OR OTHERWISE, OVER AND ACROSS THE LAND FOR THE LOCATION, SERVICING AND MAINTENANCE OF FACILITIES LOCATED ON, OVER OR UNDER SAID LAND, IF ANY. (AS SHOWN HEREIN)
- FUTURE ADVANCE MORTGAGE TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$50,000.00, FROM LARRY T. NEWMAN AND DENA S. NEWMAN, HUSBAND AND WIFE, MORTGAGOR, TO KELLOGG COMMUNITY CU, MORTGAGEE, DATED APRIL 20, 2021, RECORDED ON MAY 4, 2021, IN LIBER 4534, PAGE 0024. (NOT A SURVEY MATTER)
- TERMS, COVENANTS, AND CONDITIONS OF MEMORANDUM OF OPTION SET FORTH AS LIBER 4652, PAGE 0412 AND RE-RECORDED IN LIBER 4653, PAGE 0233. (NOT A SURVEY MATTER)
- AN OIL AND GAS LEASE FOR THE TERM THEREIN PROVIDED WITH CERTAIN COVENANTS, CONDITIONS AND PROVISIONS, TOGETHER WITH EASEMENTS, IF ANY, AS SET FORTH THEREIN, DATED JANUARY 25, 1983, THEO M. CORLIS, A SINGLE WOMAN, LESSOR, RUSS VAN BELGIA, LESSEE, RECORDED ON FEBRUARY 1, 1983, AS LIBER 1266, PAGE 662 AND ANY ASSIGNMENTS THEREOF. (NOT A SURVEY MATTER)
- AN OIL AND GAS LEASE FOR THE TERM THEREIN PROVIDED WITH CERTAIN COVENANTS, CONDITIONS AND PROVISIONS, TOGETHER WITH EASEMENTS, IF ANY, AS SET FORTH THEREIN, DATED JULY 27, 1966, THEO M. CORLIS (SINGLE), LESSOR, THOMAS B. MASK, LESSEE, RECORDED ON NOVEMBER 23, 1966, AS LIBER 877, PAGE 83 AND ANY ASSIGNMENTS THEREOF. (NOT A SURVEY MATTER)
- RIGHTS OF WAY AND/OR EASEMENTS(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO CONSUMERS POWER COMPANY (NOW KNOWN AS CONSUMERS ENERGY) IN A DOCUMENT RECORDED AS LIBER 1839, PAGE 441 AND IN LIBER 1839, PAGE 442. (AS SHOWN HEREIN)
- RIGHTS OF THE PUBLIC TO ANY PORTION OF THE LAND LYING WITHIN THE BOUNDS OF 13 MILE ROAD, (13 MILE ROAD (66' R.O.W.) EAST R.O.W. LINE AS DEPICTED HEREIN)
- GRANT OF RIGHTS AGREEMENT BETWEEN THE MICHIGAN STRATEGIC FUND (THE "MSF"), WHOSE ADDRESS IS 300 N WASHINGTON SQUARE, LANSING, MI 48933, AND MARSHALL AREA ECONOMIC DEVELOPMENT ALLIANCE, A MICHIGAN NON-PROFIT CORPORATION, WHOSE ADDRESS IS 323 WEST MICHIGAN AVENUE, MARSHALL, MICHIGAN 49068 ("MAEDA"), DATED _____, RECORDED ON _____ IN LIBER _____, PAGE _____. (NOT A SURVEY MATTER)

SURVEYORS NOTES:

- THE BEARING BASIS FOR THE SITE IS NAD83 MICHIGAN STATE PLANE, SOUTH ZONE, INTERNATIONAL FEET.
- DATE OF SURVEY: FEBRUARY 14, 2023.
- SOME FEATURES SHOWN ON SURVEY MAY BE OUT OF SCALE FOR CLARITY.
- DIMENSIONS ON THIS SURVEY ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED.
- ACTUAL PROPERTY ACREAGE EQUALS 10.15 ACRES.
- SITE IS LOCATED WITHIN ZONE A PER THE FLOOD INSURANCE RATE MAP, MAP NUMBER 26025C0220C, WITH AN EFFECTIVE DATE OF 04/04/2011.
- EVIDENCE OF EARTH MOVING WORK WAS NOT OBSERVED AT THE TIME OF THE FIELD SURVEY.
- NO EVIDENCE OF CHANGES IN RIGHT OF WAY OBSERVED AT THE TIME OF THE FIELD SURVEY.

SURVEYORS CERTIFICATE:

TO: (I) MICHIGAN ECONOMIC DEVELOPMENT CORPORATION; (II) THE MICHIGAN STRATEGIC FUND; (III) MICHIGAN LAND BANK AUTHORITY; (IV) MARSHALL AREA ECONOMIC DEVELOPMENT ALLIANCE; (V) CHICAGO TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 8, 13, 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 02/14/2023.

JEFFREY EVANS, PS
PROFESSIONAL SURVEYOR NO. 47637
JEFF.EVANS@SME-USA.COM

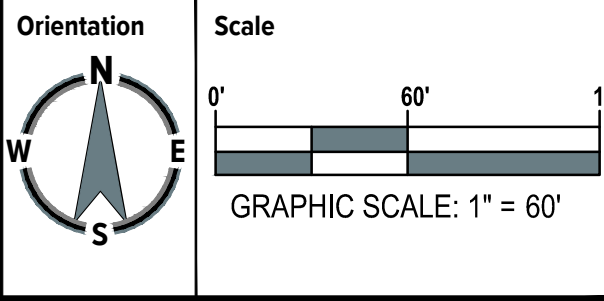
Dated: _____

UTILITY WARNING!!

THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE APPROXIMATE. LOCATIONS OBTAINED BY FRANCHISE UTILITY AGENCIES, MUNICIPAL AGENCIES AND/OR OWNER PROVIDED RECORD DRAWINGS. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS IN THE FIELD PRIOR TO THE START OF CONSTRUCTION.



CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF NEARBY STRUCTURES, NOR OF OTHER PERSONS.



Project

MARSHALL MEGASITE

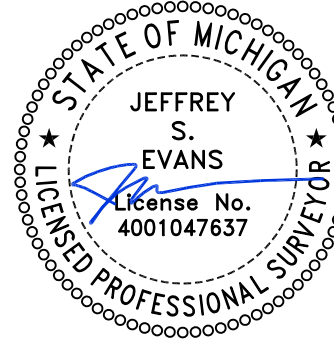
Project Location

13844 13 MILE ROAD, CERESCO, MI 49033

Sheet Name

ALTA/NSPS LAND TITLE SURVEY

Surveyor's Seal



Revisions

REV	ISSUED FOR	DATE	BY

Date

02/22/2023

SME Project No.

091434.03

Project Manager:

J. EVANS

Field Chief:

B. JACKSON & J. GLEN

CADD:

J. RUNYON & T. MAHANY

Checked By:

S. WILSON

Reviewed By:

J. EVANS

Sheet No.

01

DRAWING NOTE: SCALE DEPICTED IS MEANT FOR 24" X 36" AND WILL SCALE INCORRECTLY IF PRINTED ON ANY OTHER SIZE MEDIA.
NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR CONSENT OF SME
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**CITY OF MARSHALL – TOWNSHIP OF MARSHALL
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the ____ day of _____, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, the Marshall Area Economic Development Alliance, the owner of the property described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on April 21, 2023.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.

5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50th) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
 - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise of rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

By: _____
Derek N. Perry, City Manager

By: _____
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

By: _____
David Bosserd, Supervisor

By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)

)ss

COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by David Bosserd, Supervisory and Jeff Albaugh, Clerk of Marshall Township, on behalf of said Township.

Notary Public, Calhoun County, MI

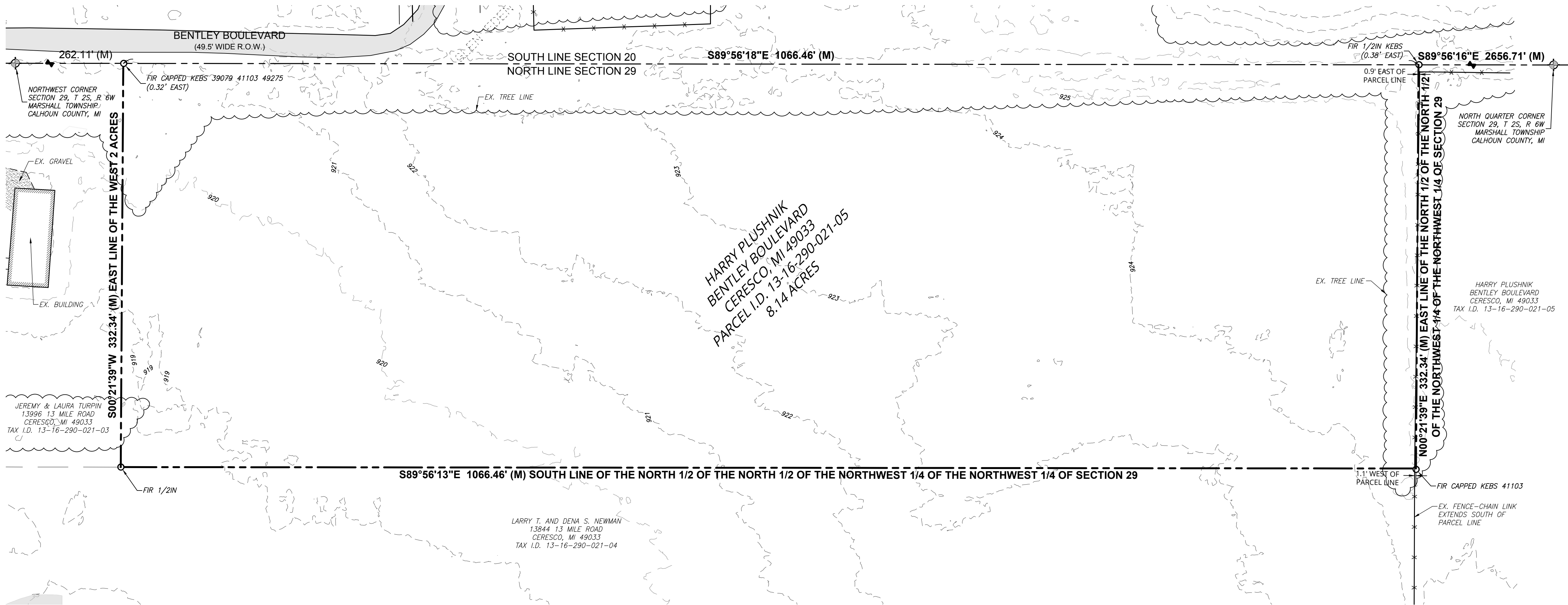
My commission expires _____

SCHEDULE 1

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

The North 1/2 of the North 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 29, Town 2 South, Range 6 West, EXCEPT the West 2.0 acres thereof.

16-290-021-05



LOCATION MAP
NOT TO SCALE

EXISTING LEGEND

FIRE LINE	FL	FL	FL	FL	FL
WATER MAIN	WTR	WTR			
STORM SEWER	STM	STM			
SANITARY SEWER	SAN	SAN			
COMBINED SEWER	COMB				
CABLETV	CATV	CATV			
OVERHEAD UTILITY	OH	OH			
FIBER OPTIC	FO	FO			
GAS	GAS	GAS			
ELECTRICAL	E	E			
FENCE					
HYDRANT					
GATE VALVE					
POST INDICATOR VALVE (PIV)					
WATER MAIN MANHOLE					
SQUARE CATCH BASIN					
ROUND CATCH BASIN					
BEEHIVE CATCH BASIN					
SANITARY MANHOLE					
END SECTION					
CULVERT					
STORM MANHOLE					
CLEAN OUT					
SIGN					
UTILITY POLE					
GUY WIRE					
LIGHT POLE					
LANDSCAPE LIGHT					
RISER					
ELECTRICAL BOX					
ELECTRICAL MANHOLE					
FLAG POLE					
MAILBOX					
TREE					
CONCRETE					
ASPHALT PAVEMENT					
GRAVEL					
RIP-RAP					

LEGAL DESCRIPTION:

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF CALHOUN, TOWNSHIP OF MARSHALL, THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWN 2 SOUTH, RANGE 6 WEST, EXCEPT THE WEST 2.0 ACRES THEREOF.

SCHEDULE B II EXCEPTIONS:

(PER CHICAGO TITLE INSURANCE COMPANY COMMITMENT FILE NO. 131195432CTM, WITH AND EFFECTIVE DATE OF DECEMBER 8TH, 2022 AT 8:00 AM)

- ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I—REQUIREMENTS ARE MET. **(NOT A SURVEY MATTER, NOTHING TO DEPICT)**
 - RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**
 - ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND. **(BLANKET IN NATURE)**
 - EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS AND EXISTING WATER, MINERAL, OIL AND EXPLORATION RIGHTS. **(BLANKET IN NATURE)**
 - ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL, HERETOFORE OR HEREFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**
 - ANY AND ALL OIL, GAS, MINERAL, MINING RIGHTS AND/OR RESERVATIONS THEREOF. **(NOT A SURVEY MATTER)**
 - TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**
- NO LIABILITY IS ASSUMED BY THE COMPANY FOR TAX INCREASE OCCASIONED BY RETROACTIVE REVALUATION OR CHANGE IN LAND USAGE OR LOSS OF ANY PRINCIPAL RESIDENCE EXEMPTION STATUS FOR THE LAND. **(NOT A SURVEY MATTER)**
- THE POLICY DOES NOT INSURE AGAINST UNPAID WATER, SEWER, ELECTRIC OR GAS CHARGES, IF ANY, THAT HAVE NOT BEEN LIEVED AS TAXES AGAINST THE LAND. **(NOT A SURVEY MATTER)**
- TAXES AND/OR ASSESSMENTS WHICH BECOME A LIEN OR BECOME DUE AND PAYABLE SUBSEQUENT TO THE EFFECTIVE DATE HEREIN. **(NOT A SURVEY MATTER)**
- RIGHTS OF TENANTS UNDER UNRECORDED LEASES AND ANY AND ALL PARTIES CLAIMING BY, THROUGH AND THEREUNDER. **(NOT A SURVEY MATTER)**
- EASEMENT RIGHTS IN FAVOR OF ANY AND ALL UTILITY COMPANIES, PUBLIC OR OTHERWISE, OVER AND ACROSS THE LAND FOR THE LOCATION, SERVICING AND MAINTENANCE OF FACILITIES LOCATED ON, OVER OR UNDER SAID LAND, IF ANY. **(NOTHING TO DEPICT)**
- TERMS, COVENANTS, AND CONDITIONS OF MEMORANDUM OF OPTION SET FORTH AS LIBER 4642, PAGE 0639. **(NOT A SURVEY MATTER)**
- ANY AND ALL OIL, GAS AND MINERAL RIGHTS AND RESERVATIONS OF EVERY KIND AND NATURE WHETHER RECORDED OR UNRECORDED AND ALL RIGHTS PERTINENT THERETO. **(NOT A SURVEY MATTER)**
- RIGHTS OF THE PUBLIC TO ANY PORTION OF THE LAND LYING WITHIN THE BOUNDS OF BENTLEY BOULEVARD. **(THE SOUTH LINE OF BENTLEY BOULEVARD NORTH LINE OF SECTION 29 AS DEPICTED)**
- GRANT OF RIGHTS AGREEMENT BETWEEN MICHIGAN ECONOMIC DEVELOPMENT CORPORATION (THE "MEDC"), WHOSE ADDRESS IS 300 N WASHINGTON SQUARE, LANSING, MI 48933, AND MARSHALL AREA ECONOMIC DEVELOPMENT ALLIANCE, A MICHIGAN NON-PROFIT CORPORATION, DATED _____ RECORDED ON _____ IN LIBER _____, PAGE _____. **(NOT A SURVEY MATTER)**

SURVEYORS NOTES:

- THE BEARING BASIS FOR THE SITE IS NAD83 MICHIGAN STATE PLANE, SOUTH ZONE, INTERNATIONAL FEET.
- DATE OF SURVEY: FEBRUARY 14, 2023.
- SOME FEATURES SHOWN ON SURVEY MAY BE OUT OF SCALE FOR CLARITY.
- DIMENSIONS ON THIS SURVEY ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED.
- NO BUILDINGS EXISTING ON THE SURVEYED PROPERTY.
- ACTUAL PROPERTY ACREAGE EQUALS 8.14 ACRES.
- SITE IS LOCATED WITHIN ZONE A PER THE FLOOD INSURANCE RATE MAP, MAP NUMBER 26025C0220C, WITH AN EFFECTIVE DATE OF 07/04/2011.
- EVIDENCE OF EARTH MOVING WORK WAS NOT OBSERVED AT THE TIME OF FIELD SURVEY.
- NO EVIDENCE OF CHANGES IN RIGHT OF WAY OBSERVED AT THE TIME OF FIELD SURVEY.

SURVEYORS CERTIFICATE:

TO: (I) MICHIGAN ECONOMIC DEVELOPMENT CORPORATION; (II) THE MICHIGAN STRATEGIC FUND; (III) MICHIGAN LAND BANK AUTHORITY; (IV) MARSHALL AREA ECONOMIC DEVELOPMENT ALLIANCE; (V) CHICAGO TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2,3,4,5,8,13,16,17,18, AND 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 02/11/2021.

JEFFREY EVANS, PS
PROFESSIONAL SURVEYOR NO. 47637
JEFF.EVANS@SME-USA.COM

Dated: _____

UTILITY WARNING!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE APPROXIMATE. LOCATIONS OBTAINED BY FRANCHISE UTILITY AGENCIES, MUNICIPAL AGENCIES AND/OR OWNER PROVIDED RECORD DRAWINGS. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS IN THE FIELD PRIOR TO THE START OF CONSTRUCTION.



CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF NEARBY STRUCTURES, NOR OF OTHER PERSONS.

**CITY OF MARSHALL – TOWNSHIP OF MARSHALL
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the ____ day of _____, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, the Marshall Area Economic Development Alliance, the owner of the property described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on April 21, 2023.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.

5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50th) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
 - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise of rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

By: _____
Derek N. Perry, City Manager

By: _____
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

By: _____
David Bosserd, Supervisor

By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)

)ss

COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by David Bosserd, Supervisory and Jeff Albaugh, Clerk of Marshall Township, on behalf of said Township.

Notary Public, Calhoun County, MI

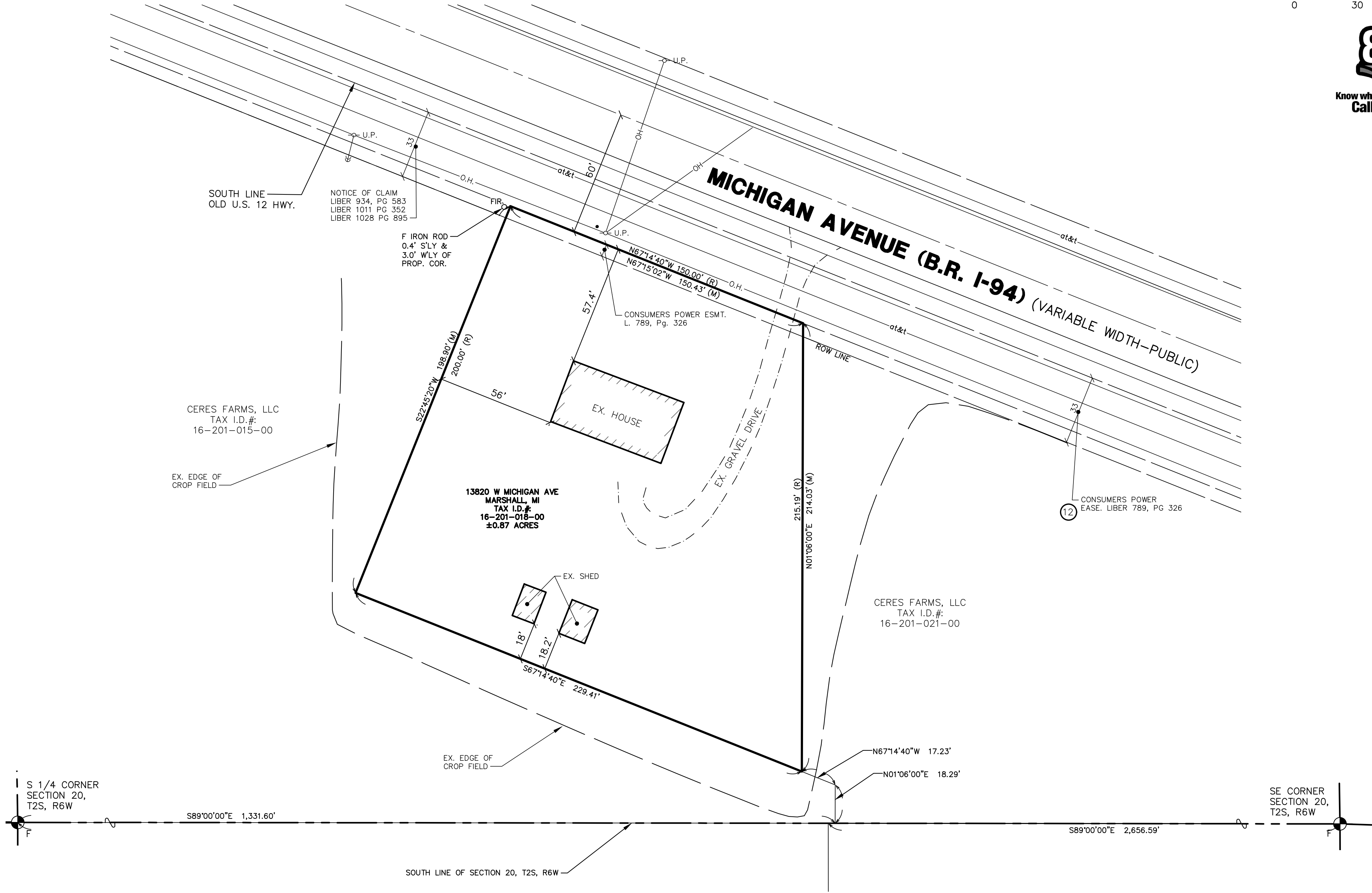
My commission expires _____

SCHEDULE 1

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

A Parcel of land in the Southwest Quarter of the Southeast Quarter of Section 20, Township 2 South Range 6 West, described as follows: Beginning at a point distant South 89 degrees 00 minutes East, 1331.6 feet, North 01 degree 06 minutes East. 18.29 and North 67 degrees 14 minutes 40 seconds West. 17.23 feet from the South Quarter post of said Section 20, thence North 01 degree 06 minutes East 215.19 feet; thence North 67 degrees 14 minutes 40 seconds West, 150 feet parallel to and distant 60 feet from the centerline of the Battle Creek-Marshall Road; thence South 22 degrees 45 minutes 20 seconds West. 200 feet; thence South 67 degrees 14 minutes 40 seconds East 229.41 to the place of beginning.

16-201-018-00



LEGEND	
	EXIST. UTILITY POLE
	GUY WIRE
	EXIST. OVERHEAD UTILITY LINE
	EXIST. AT&T LINE
	SECTION CORNER

The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.

SURVEYORS CERTIFICATE

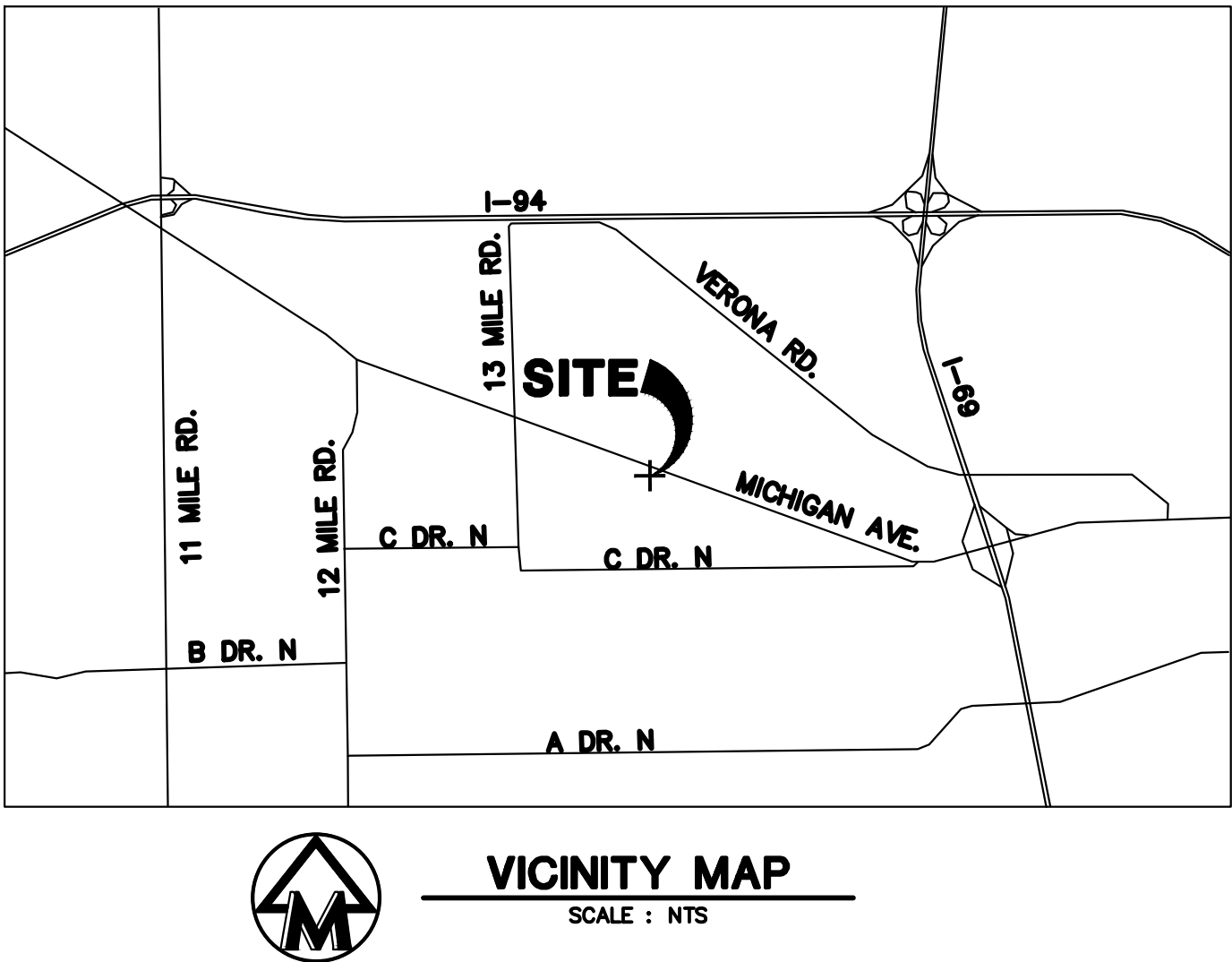
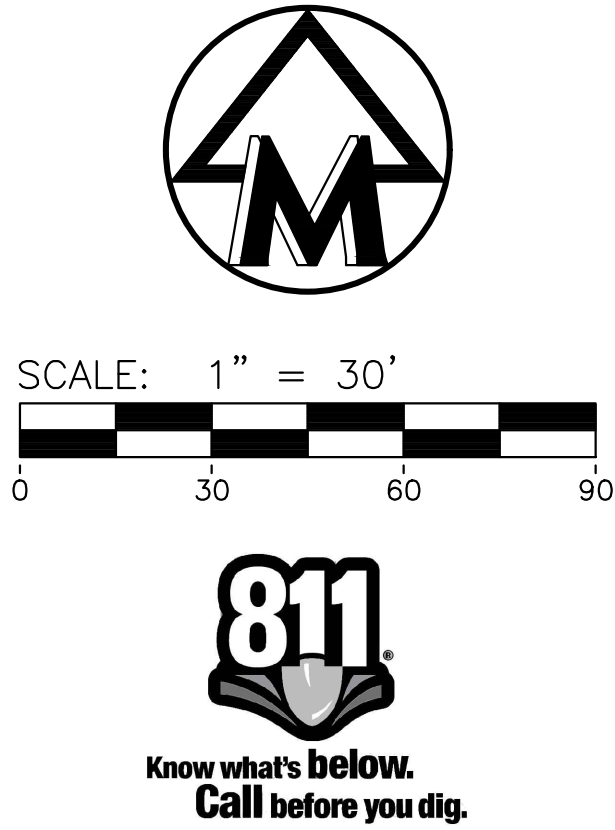
To: Michigan Economic Development Corporation, The Michigan Strategic Fund, Michigan Land Bank Authority, Marshall Area Economic Development Alliance, Chicago Title Insurance Company;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes items 2, 3, 4, 8, 13, 16, 17, 18, and 19 of Table A thereof, The fieldwork was completed on February 6, 2023

MIDWESTERN CONSULTING, LLC.

By:
Patrick L. Hastings, P.S. No. 37277

Date: February 22, 2023



LEGAL DESCRIPTION

(PER CHICAGO TITLE INSURANCE COMPANY, TITLE COMMITMENT NO. 131198497CML, DATED February 3, 2023)

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF CALHOUN, TOWNSHIP OF MARSHALL.

A PARCEL OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 2 SOUTH RANGE 6 WEST, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT DISTANT SOUTH 89 DEGREES 00 MINUTES EAST, 1331.6 FEET, NORTH 01 DEGREE 06 MINUTES EAST, 18.29 AND NORTH 67 DEGREES 14 MINUTES 40 SECONDS WEST, 17.23 FEET FROM THE SOUTH QUARTER POST OF SAID SECTION 20, THENCE NORTH 01 DEGREE 06 MINUTES EAST 215.19 FEET; THENCE NORTH 67 DEGREES 14 MINUTES 40 SECONDS WEST, 150 FEET PARALLEL TO AND DISTANT 60 FEET FROM THE CENTERLINE OF THE BATTLE CREEK-MARSHALL ROAD; THENCE SOUTH 22 DEGREES 45 MINUTES 20 SECONDS WEST, 200 FEET; THENCE SOUTH 67 DEGREES 14 MINUTES 40 SECONDS EAST 229.41 TO THE PLACE OF BEGINNING.

EXCEPTIONS

- TERMS, COVENANTS, AND CONDITIONS OF OPTION AGREEMENT, RECORDED IN LIBER 4593, PAGE 234. (EXPIRED 9/30/2022)
- COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT RECORDED AS DOCUMENT NO. LIBER 852, PAGE 1259.
- AN OIL AND GAS LEASE FOR THE TERM THEREIN PROVIDED WITH CERTAIN COVENANTS, CONDITIONS AND PROVISIONS, TOGETHER WITH EASEMENTS, IF ANY, AS SET FORTH THEREIN, DATED JANUARY 3, 1959, HARRY L. MUTCH AND WIFE, LORRAINE J. MUTCH, LESSOR, THE OSCEOLA REFINING COMPANY, LESSEE, RECORDED ON JANUARY 8, 1959, AS DOCUMENT NO. LIBER 765, PAGE 102
- RIGHT(S) OF WAY AND/OR EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO CONSUMERS POWER COMPANY (NOW KNOWN AS CONSUMERS ENERGY) IN A DOCUMENT RECORDED AS RECORDING NO. LIBER 789, PAGE 326.
- RIGHTS OF THE PUBLIC TO ANY PORTION OF THE LAND LYING WITHIN THE BOUNDS OF ANY STREET, ROAD, ALLEY OR HIGHWAY.
- GRANT OF RIGHTS AGREEMENT BETWEEN THE MICHIGAN STRATEGIC FUND (THE "MSF"), WHOSE ADDRESS IS 300 N WASHINGTON SQUARE, LANSING MI 48933, AND MARSHALL AREA ECONOMIC DEVELOPMENT ALLIANCE, A MICHIGAN NON-PROFIT CORPORATION, WHOSE ADDRESS IS 323 WEST MICHIGAN AVENUE, MARSHALL, MICHIGAN 49068 ("MAEDA"), DATED _____, RECORDED ON _____ IN LIBER _____ PAGE _____.

NOTES

- THIS SURVEY WAS PREPARED USING CHICAGO TITLE INSURANCE COMPANY, TITLE COMMITMENT NO. 131198497CML WITH AN EFFECTIVE DATE OF FEBRUARY 3, 2023.
- THE LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS INSURED IN THE TITLE COMMITMENT AND ANY EXCEPTIONS HAVE BEEN NOTED HEREIN.
- SAID DESCRIBED PROPERTY IS NOT LOCATED WITHIN A 100-YEAR FLOOD PLAIN ZONE PER FLOOD INSURANCE RATE MAP NO. 26025C0220C WITH AN EFFECTIVE DATE OF APRIL 4, 2011, FOR COMMUNITY NUMBER 260642, IN CALHOUN COUNTY, STATE OF MICHIGAN, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- THERE IS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.
- THERE IS NO OBSERVED EVIDENCE OF PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES, AS SHOWN ON THIS SURVEY.
- THERE IS NO OBSERVED EVIDENCE OF THIS BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
- THERE IS NO OBSERVED EVIDENCE INDICATING ANY CEMETERIES ARE LOCATED ON THE PARCEL HEREIN DESCRIBED.

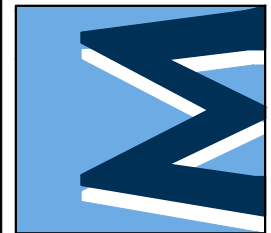
BALDWIN ALTA
ALTA/NSPS LAND TITLE SURVEY OF A PARCEL OF LAND
LOCATED IN THE SW 1/4 OF SECTION 20, T2S, R6W,
MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN

1

JOB No.	22367	DATE	2/8/2023
REVISED per new commitment		REV. DATE	2/22/23
CADD: SSH		ENG: PLH	
PLM: PLH		TECH: PLH	
22367-ALTA-BALDWIN			

CLIENT
CALHOUN COUNTY

MIDWESTERN
CONSULTING
3845 Plaza Drive Ann Arbor, Michigan 48108
(734) 995-0200 • www.midwesternconsulting.com
Land Development • Land Survey • Institutional • Municipal
Wireless Communications • Transportation • Landfill Services



**CITY OF MARSHALL – TOWNSHIP OF MARSHALL
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the ____ day of _____, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, the Marshall Area Economic Development Alliance, the owner of the property described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on April 21, 2023.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.

5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50th) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
 - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise of rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

By: _____
Derek N. Perry, City Manager

By: _____
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

By: _____
David Bosserd, Supervisor

By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)

)ss

COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by David Bosserd, Supervisory and Jeff Albaugh, Clerk of Marshall Township, on behalf of said Township.

Notary Public, Calhoun County, MI

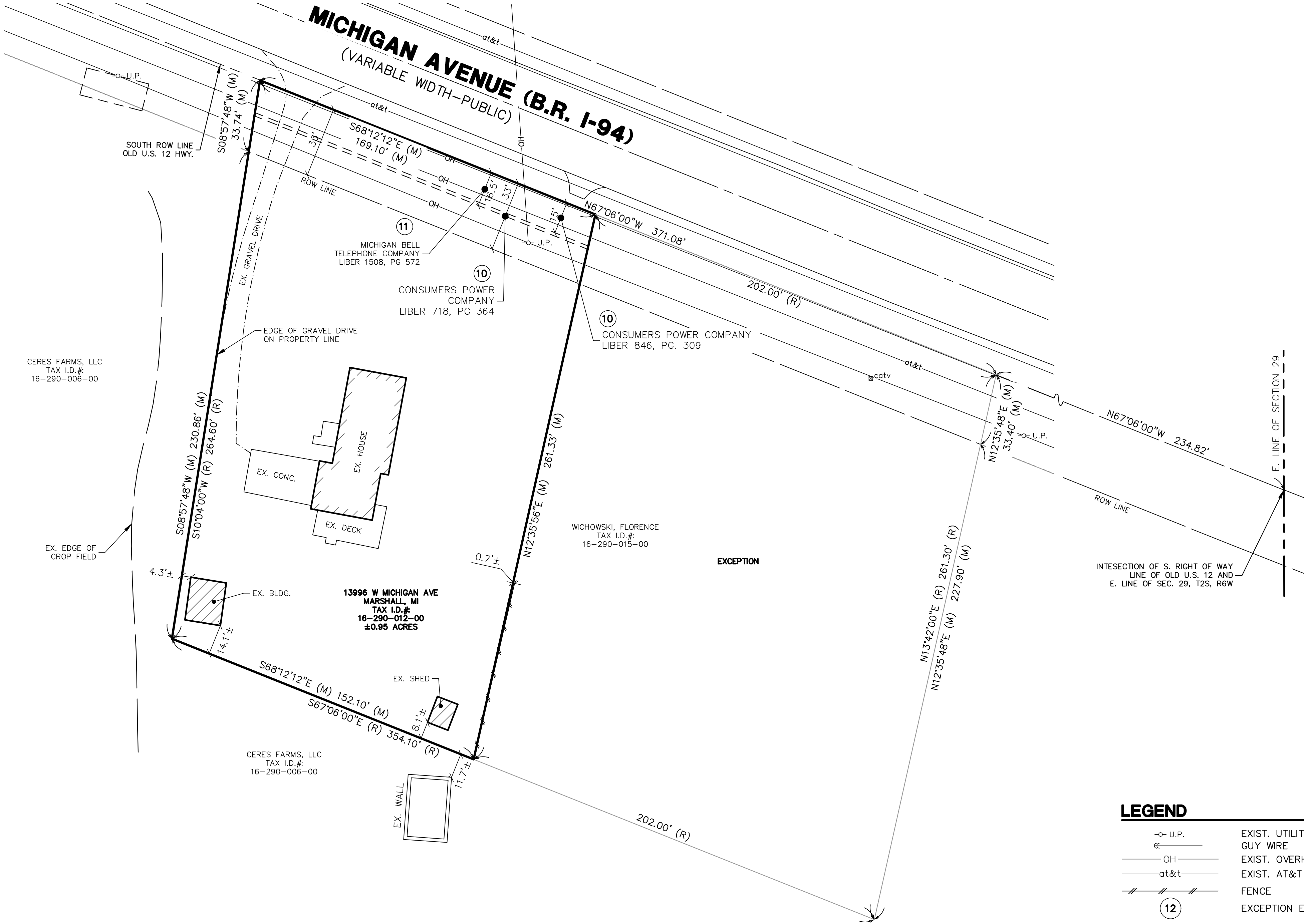
My commission expires _____

SCHEDULE 1

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

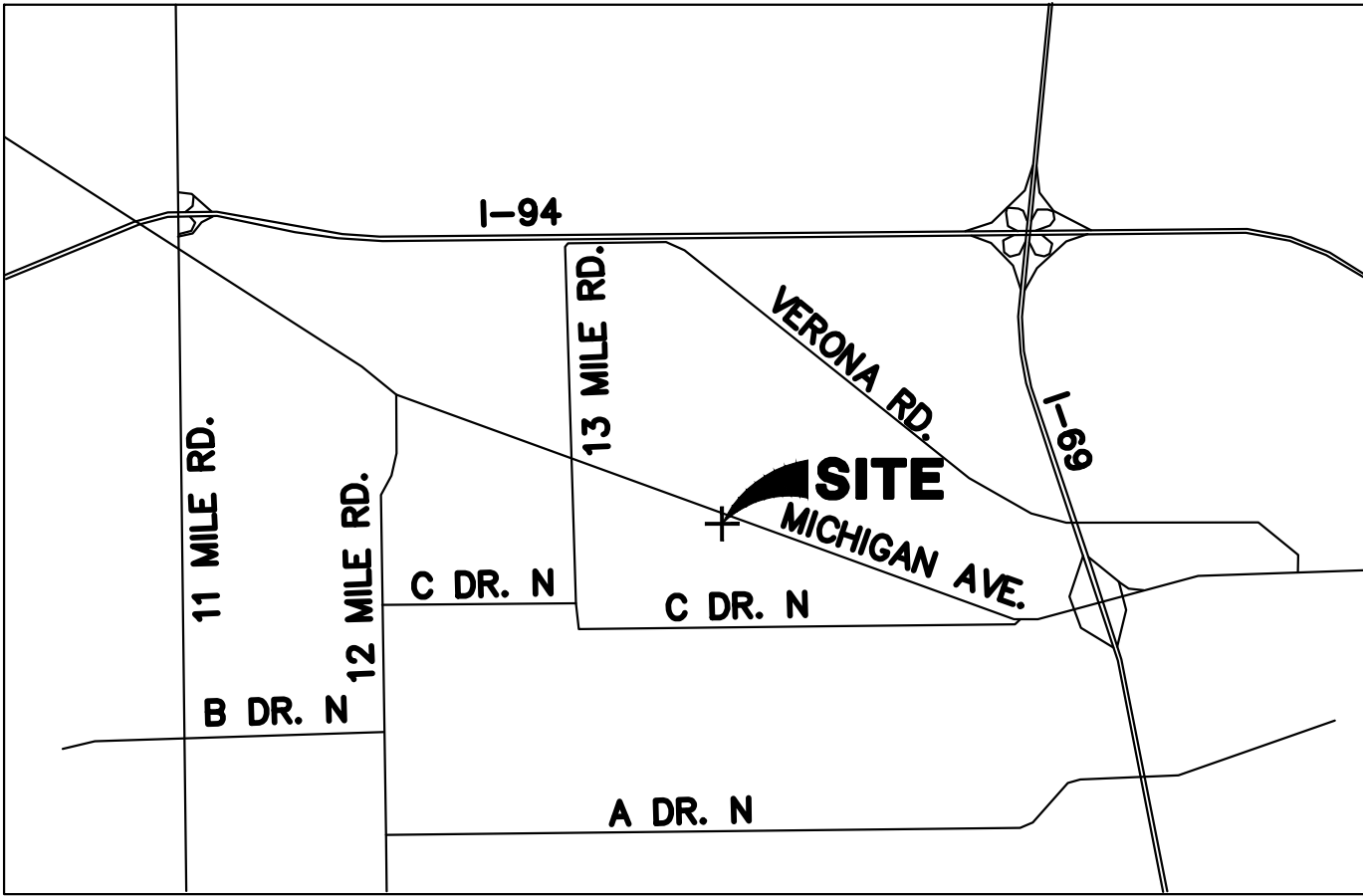
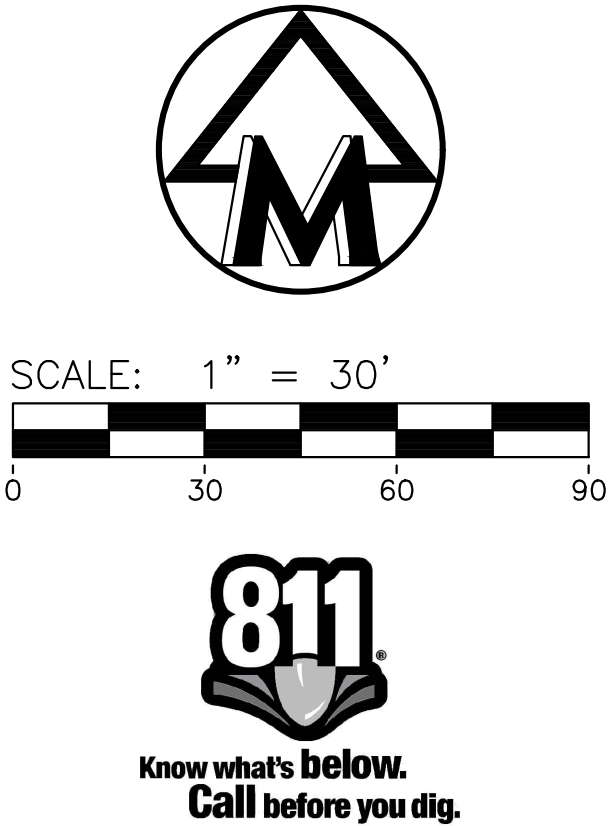
Beginning on the South line of Highway U.S. 12 (Michigan Avenue) at a point distant North 67 degrees 06 minutes West, 234.82 feet from its intersection with the East line of Section 29, Township 2 South, Range 6 West, and running thence North 67 degrees 06 minutes West along said South line of Highway U.S. 12, 371.08 feet; thence South 10 degrees 04 minutes West 264.6 feet; thence South 67 degrees 06 minutes East, parallel with said U.S. 12, 354.1 feet; thence North 13 degrees 42 minutes East 261.3 feet to the place of beginning; EXCEPTING therefrom the Easterly 202 feet of the above described parcel.

16-290-012-00



The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.

LEGEND	
	EXIST. UTILITY POLE
	GUY WIRE
	EXIST. OVERHEAD UTILITY LINE
	EXIST. AT&T LINE
	FENCE
	EXCEPTION EASEMENT



VICINITY MAP
SCALE : NTS

LEGAL DESCRIPTION

(PER CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. 131198921CML, COMMITMENT DATE: FEBRUARY 7, 2023 AT 8:00 AM.)

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF CALHOUN, TOWNSHIP OF MARSHALL.

BEGINNING ON THE SOUTH LINE OF HIGHWAY U.S. 12 (MICHIGAN AVENUE) AT A POINT DISTANT NORTH 67 DEGREES 06 MINUTES WEST, 234.82 FEET FROM ITS INTERSECTION WITH THE EAST LINE OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 6 WEST, AND RUNNING THENCE NORTH 67 DEGREES 06 MINUTES WEST ALONG SAID SOUTH LINE OF HIGHWAY U.S. 12, 371.08 FEET; THENCE SOUTH 10 DEGREES 04 MINUTES WEST 264.6 FEET; THENCE SOUTH 67 DEGREES 06 MINUTES EAST, PARALLEL WITH SAID U.S. 12, 354.1 FEET; THENCE NORTH 13 DEGREES 42 MINUTES EAST 261.3 FEET TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THE EASTERLY 202 FEET OF THE ABOVE DESCRIBED PARCEL.

EXCEPTIONS

9. TERMS, COVENANTS, AND CONDITIONS OF MEMORANDUM OF OPTION SET FORTH IN LIBER 4627, PAGE 66. (AFFECTS SUBJECT PARCEL BLANKET IN NATURE)
10. RIGHT(S) OF WAY AND/OR EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO CONSUMERS POWER COMPANY (NOW KNOWN AS CONSUMERS ENERGY) IN A DOCUMENT RECORDED AS RECORDING NO. LIBER 718, PAGE 364 AND LIBER 846, PAGE 309. (AFFECTS SUBJECT PARCEL AS SHOWN)
11. RIGHT(S) OF WAY AND/OR EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT, GRANTED TO MICHIGAN BELL TELEPHONE COMPANY, RECORDED AS DOCUMENT NO. LIBER 1508, PAGE 572. (AFFECTS SUBJECT PARCEL AS SHOWN)
12. RIGHTS OF THE PUBLIC TO ANY PORTION OF THE LAND LYING WITHIN THE BOUNDS OF ANY STREET, ROAD, ALLEY OR HIGHWAY.
14. GRANT OF RIGHTS AGREEMENT BETWEEN THE MICHIGAN STRATEGIC FUND (THE "MSF"), WHOSE ADDRESS IS 300 N WASHINGTON SQUARE, LANSING MI 48933, AND MARSHALL AREA ECONOMIC DEVELOPMENT ALLIANCE, A MICHIGAN NON-PROFIT CORPORATION, WHOSE ADDRESS IS 323 WEST MICHIGAN AVENUE, MARSHALL, MICHIGAN 49068 ("MAEDA"), DATED _____, RECORDED ON _____ IN LIBER _____ PAGE _____

NOTES

- 1) THIS SURVEY WAS PREPARED USING CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT NO. 131198921CML WITH AN EFFECTIVE DATE OF FEBRUARY 7, 2023.
- 2) THE LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS INSURED IN THE TITLE COMMITMENT AND ANY EXCEPTIONS HAVE BEEN NOTED HEREIN.
- 3) SAID DESCRIBED PROPERTY IS NOT LOCATED WITHIN A 100-YEAR FLOOD PLAIN ZONE PER FLOOD INSURANCE RATE MAP NO. 26025C0220C WITH AN EFFECTIVE DATE OF APRIL 4, 2011. FOR COMMUNITY NUMBER 260642, IN CALHOUN COUNTY, STATE OF MICHIGAN, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- 4) THERE IS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.
- 5) THERE IS NO OBSERVED EVIDENCE OF PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, IF SUCH INFORMATION IS MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION. EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- 6) THERE IS NO OBSERVED EVIDENCE OF PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES, AS SHOWN ON THIS SURVEY.
- 7) THERE IS NO OBSERVED EVIDENCE OF THIS BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
- 8) THERE IS NO OBSERVED EVIDENCE INDICATING ANY CEMETERIES ARE LOCATED ON THE PARCEL HEREIN DESCRIBED.

SURVEYORS CERTIFICATE

To: Michigan Economic Development Corporation, The Michigan Strategic Fund, Michigan Land Bank Authority, Marshall Area Economic Development Alliance, Chicago Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes items 2, 3, 4, 8, 13, 16, 17, 18, and 19 of Table A thereof. The fieldwork was completed on February 13, 2023

MIDWESTERN CONSULTING, L.L.C.

By:
Patrick L. Hastings, P.S. No. 37277

Date: February 8, 2023



G. & M. ISERNIA ALTA

ALTA/NSPS LAND TITLE SURVEY OF A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 29, T2S, R6W, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN

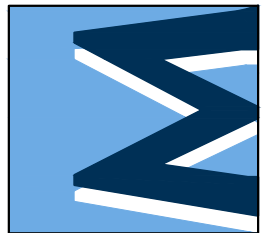
1

JOB No.	22367	DATE: 2/8/2023
REVISIONS:		SHEET 1 OF 1
Revised per updated commitment		REV. DATE: 2/22/23
		CADD: ENG:
		PLH: PLH
		TECH: PLW
		22367-ALTA-ISERNIA
		FSB

CLIENT
CALHOUN COUNTY

MIDWESTERN
CONSULTING

385 Plaza Drive Ann Arbor, Michigan 48108
(734) 995-0200 • www.midwesternconsulting.com
Land Development • Land Survey • Institutional • Municipal
Wireless Communications • Transportation • Landfill Services



**CITY OF MARSHALL – TOWNSHIP OF MARSHALL
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the ____ day of _____, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, the Marshall Area Economic Development Alliance, the owner of the property described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on April 21, 2023.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.

5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50th) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
 - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise of rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

By: _____
Derek N. Perry, City Manager

By: _____
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

By: _____
David Bosserd, Supervisor

By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)

)ss

COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by David Bosserd, Supervisory and Jeff Albaugh, Clerk of Marshall Township, on behalf of said Township.

Notary Public, Calhoun County, MI

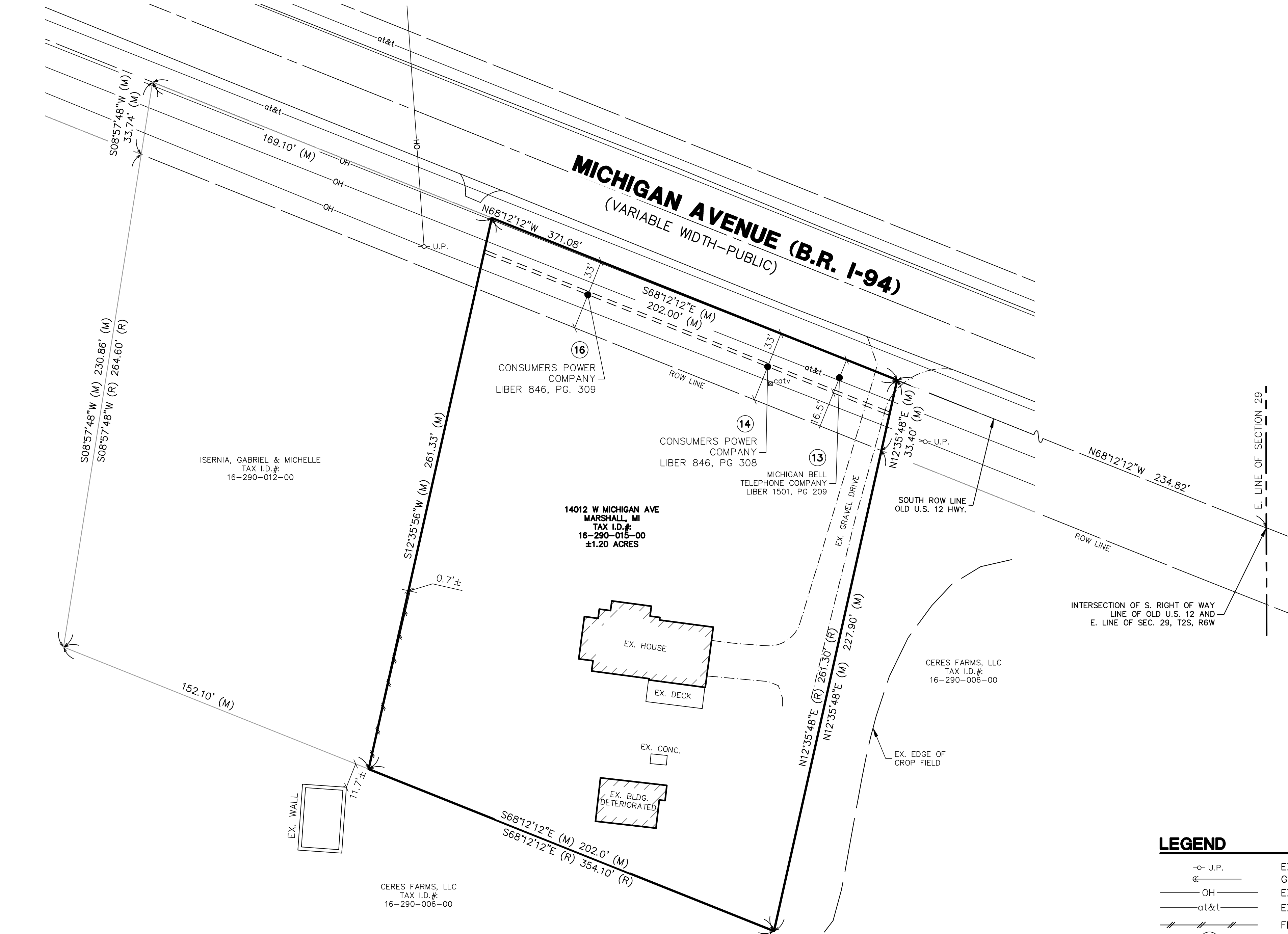
My commission expires _____

SCHEDULE 1

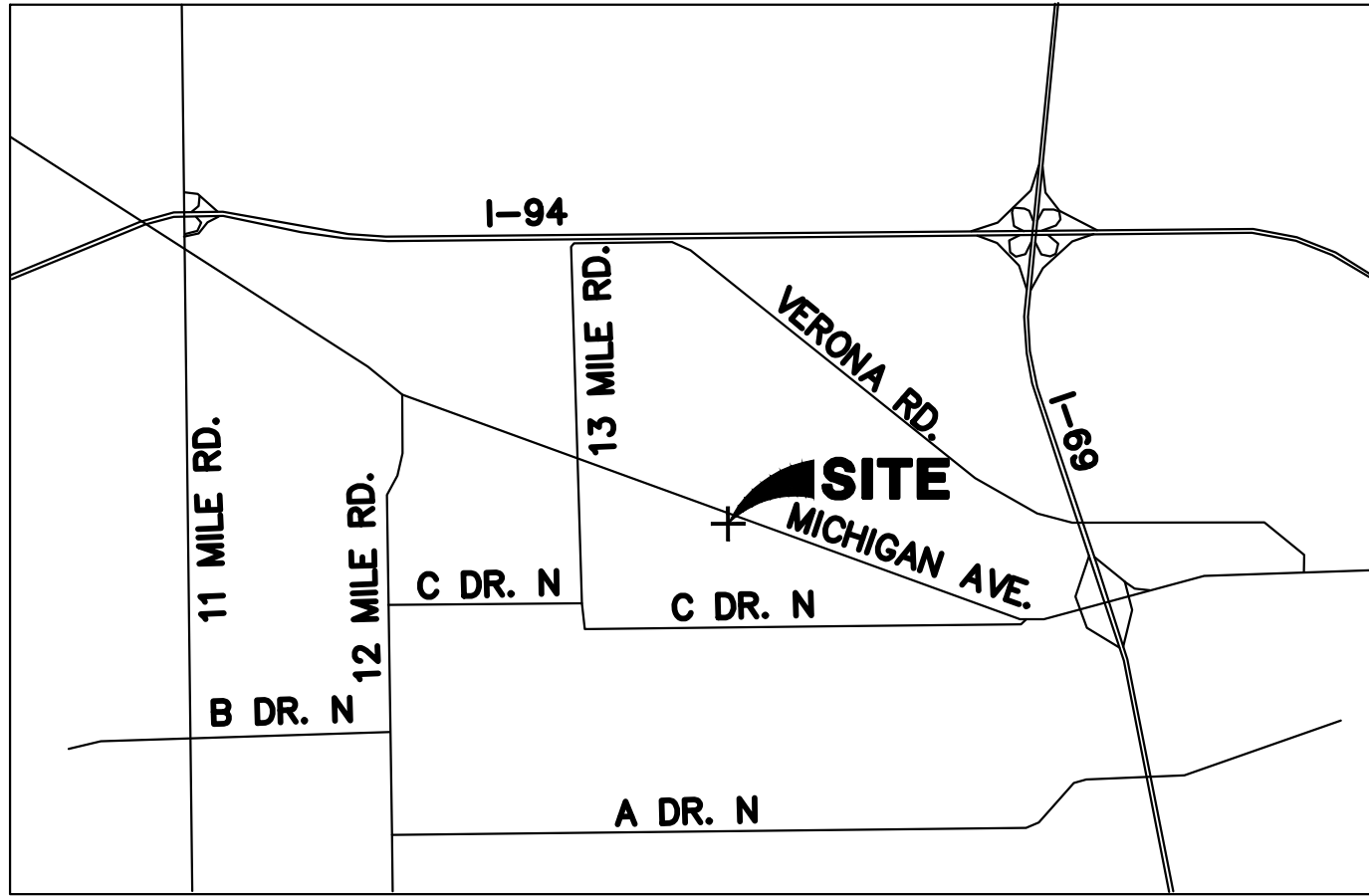
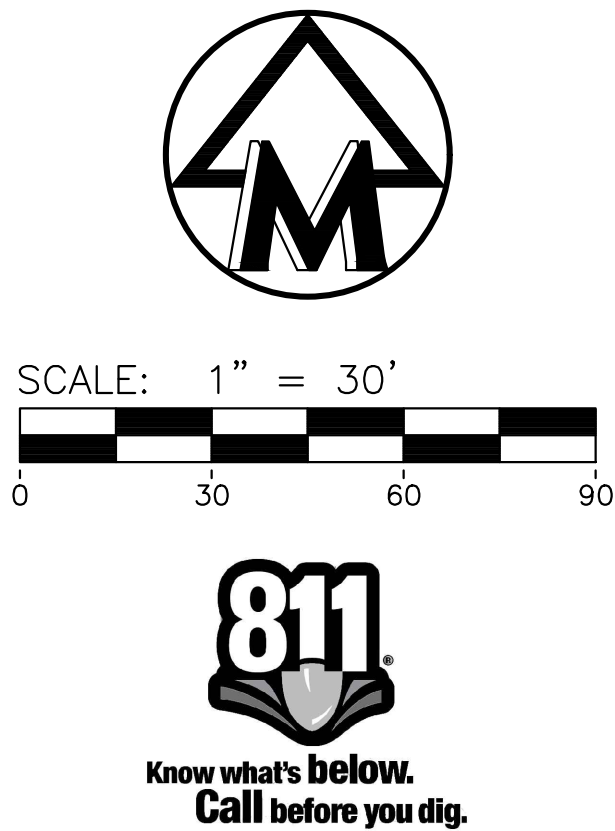
Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

The Easterly 202 feet of the following described parcel: Beginning on the South line of Highway U.S. 12 (Michigan Avenue) at a point distant North 67 degrees 06 minutes West 234.82 feet from its intersection with the East line of Section 29, Town 2 South, Range 6 West and running thence North 67 degrees 06 minutes West along said South line of Highway U.S. 12, 371.08 feet; thence South 10 degrees 04 minutes West 264.6 feet; thence South 67 degrees 06 minutes East parallel with said U.S. 12, 354.1 feet; thence North 13 degrees 42 minutes East 261.3 feet to the place of beginning.

16-290-015-00



The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.



VICINITY MAP
SCALE : NTS

LEGAL DESCRIPTION

(PER CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. 131195418CTM, COMMITMENT DATE: DECEMBER 8, 2022 AT 8:00 AM.)

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF CALHOUN, TOWNSHIP OF MARSHALL.

THE EASTERLY 202 FEET OF THE FOLLOWING DESCRIBED PARCEL: BEGINNING ON THE SOUTH LINE OF HIGHWAY U.S. 12 (MICHIGAN AVENUE) AT A POINT DISTANT NORTH 67 DEGREES 06' WEST 234.82 FEET FROM ITS INTERSECTION WITH THE EAST LINE OF SECTION 29, TOWN 2 SOUTH, RANGE 6 WEST AND RUNNING THENCE NORTH 67 DEGREES 06' WEST ALONG SAID SOUTH LINE OF HIGHWAY U.S. 12, 371.08 FEET; THENCE SOUTH 10 DEGREES 04' WEST 264.6 FEET; THENCE SOUTH 67 DEGREES 06' EAST PARALLEL WITH SAID U.S. 12, 354.1 FEET; THENCE NORTH 13 DEGREES 42' EAST 261.3 FEET TO THE PLACE OF BEGINNING.

EXCEPTIONS

13. RIGHT(S) OF WAY AND/OR EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO MICHIGAN BELL TELEPHONE COMPANY IN A DOCUMENT RECORDED AS LIBER 1501, PAGE 209. (AFFECTS SUBJECT PARCEL AS SHOWN)
14. RIGHT(S) OF WAY AND/OR EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO CONSUMERS POWER COMPANY (NOW KNOWN AS CONSUMERS ENERGY) IN A DOCUMENT RECORDED AS LIBER 846, PAGE 308. (AFFECTS SUBJECT PARCEL AS SHOWN)
15. AN OIL AND GAS LEASE FOR THE TERM THEREIN PROVIDED WITH CERTAIN COVENANTS, CONDITIONS AND PROVISIONS, TOGETHER WITH EASEMENTS, IF ANY, AS SET FORTH THEREIN, DATED DECEMBER 20, 1958, CLYDE J. BEHL AND MARYANN BEHL (HUSBAND AND LESSOR, LESTER A. SHIMMEL, LESSEE, RECORDED AS LIBER 813, PAGE 83 AND ANY ASSIGNMENTS THEREOF. (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)
16. RIGHT(S) OF WAY AND/OR EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO CONSUMERS POWER COMPANY (NOW KNOWN AS CONSUMERS ENERGY) IN A DOCUMENT RECORDED AS LIBER 718, PAGE 364. (AFFECTS SUBJECT PARCEL AS SHOWN)
17. TERMS, COVENANTS, AND CONDITIONS OF OPTION AGREEMENT SET FORTH AS LIBER 4593, PAGE 224. (EXPIRED 10/4/2022).
18. RIGHTS OF THE PUBLIC TO ANY PORTION OF THE LAND LYING WITHIN THE BOUNDS OF ANY STREET, ROAD, ALLEY OR HIGHWAY.

NOTES

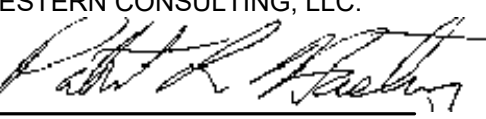
- 1) THIS SURVEY WAS PREPARED USING CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT NO. 131195418CTM WITH AN EFFECTIVE DATE OF DECEMBER 8, 2022.
- 2) THE LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS INSURED IN THE TITLE COMMITMENT AND ANY EXCEPTIONS HAVE BEEN NOTED HEREIN.
- 3) SAID DESCRIBED PROPERTY IS NOT LOCATED WITHIN A 100-YEAR FLOOD PLAIN ZONE PER FLOOD INSURANCE RATE MAP NO. 26025C0220C WITH AN EFFECTIVE DATE OF APRIL 4, 2011, FOR COMMUNITY NUMBER 260642, IN CALHOUN COUNTY, STATE OF MICHIGAN, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- 4) THERE IS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.
- 5) THERE IS NO OBSERVED EVIDENCE OF PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, IF SUCH INFORMATION IS MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION. EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- 6) THERE IS NO OBSERVED EVIDENCE OF PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES, AS SHOWN ON THIS SURVEY.
- 7) THERE IS NO OBSERVED EVIDENCE OF THIS BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
- 8) THERE IS NO OBSERVED EVIDENCE INDICATING ANY CEMETERIES ARE LOCATED ON THE PARCEL HEREIN DESCRIBED.

SURVEYORS CERTIFICATE

To: Michigan Economic Development Corporation, The Michigan Strategic Fund, Michigan Land Bank Authority, Marshall Area Economic Development Alliance, Chicago Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes items 2, 3, 4, 8, 13, 16, 17, 18, and 19 of Table A thereof. The fieldwork was completed on February 13, 2023

MIDWESTERN CONSULTING, LLC.

By: 
Patrick L. Hastings, P.S. No. 37277

Date: February 8, 2023



FLORENCE WICHOWSKI ALTA

ALTA/NSPS LAND TITLE SURVEY OF A PARCEL OF LAND
LOCATED IN THE NE 1/4 OF SECTION 29, T2S, R6W,
MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN

1

JOB No. **22367**

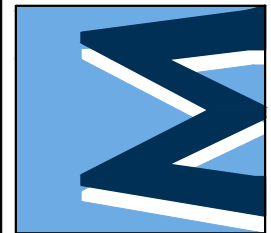
REVISIONS:

DATE: 2/8/2023	REV. DATE:	SHEET 1 OF 1
CADD:	ENG:	PLH
PM:	TECH. D.W.	22367-ALTA-WICHOWSKI
FSH:		

CLIENT
CALHOUN COUNTY

MIDWESTERN CONSULTING

3845 Plaza Drive Ann Arbor, Michigan 48108
(734) 995-0200 • www.midwesternconsulting.com
Land Development • Land Survey • Institutional • Municipal
Wireless Communications • Transportation • Landfill Services



**CITY OF MARSHALL – TOWNSHIP OF MARSHALL
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the ____ day of _____, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, the Marshall Area Economic Development Alliance, the owner of the property described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on April 21, 2023.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.

5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50th) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
 - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise of rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

By: _____
Derek N. Perry, City Manager

By: _____
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

By: _____
David Bosserd, Supervisor

By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)

)ss

COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by David Bosserd, Supervisory and Jeff Albaugh, Clerk of Marshall Township, on behalf of said Township.

Notary Public, Calhoun County, MI

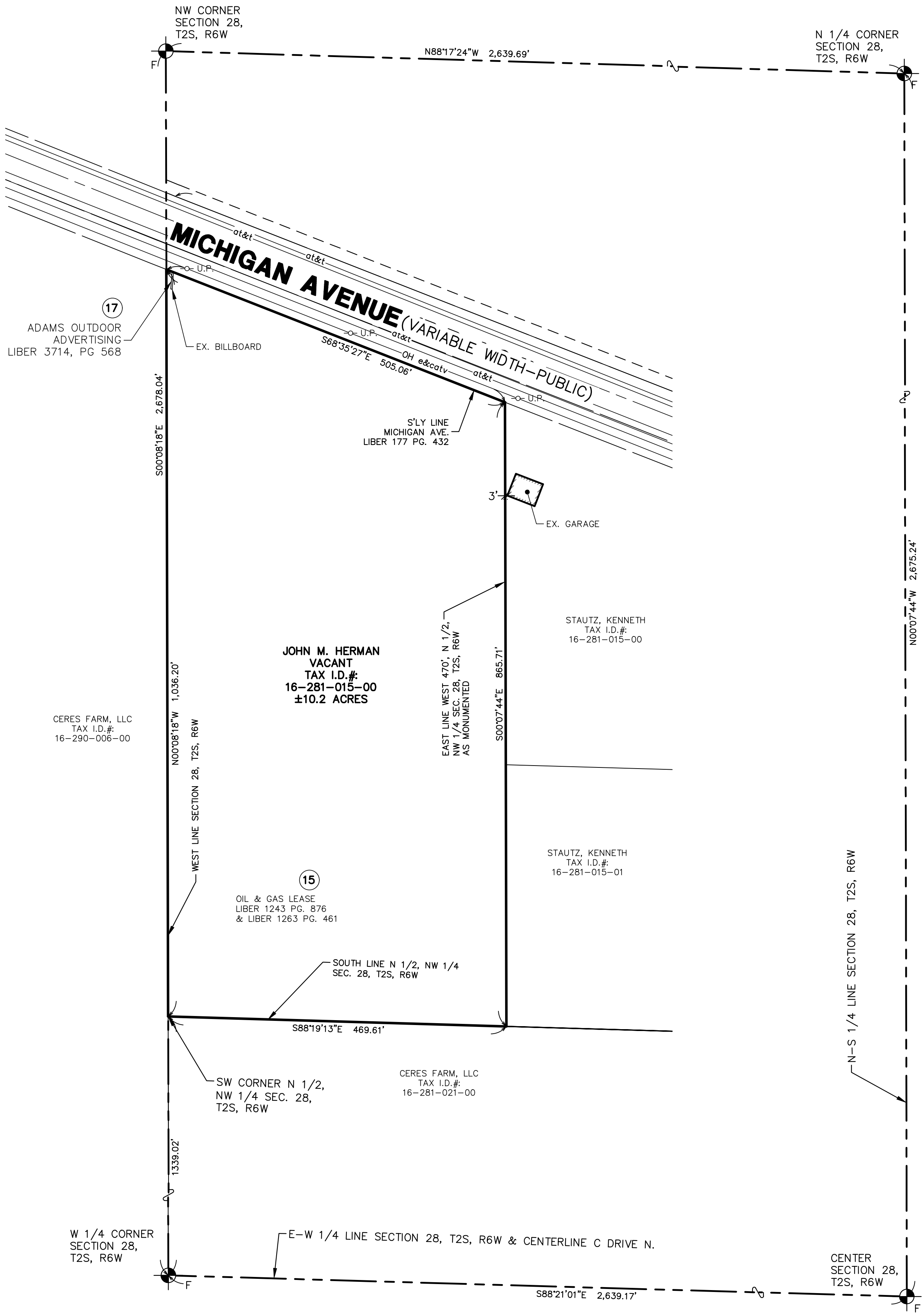
My commission expires _____

SCHEDULE 1

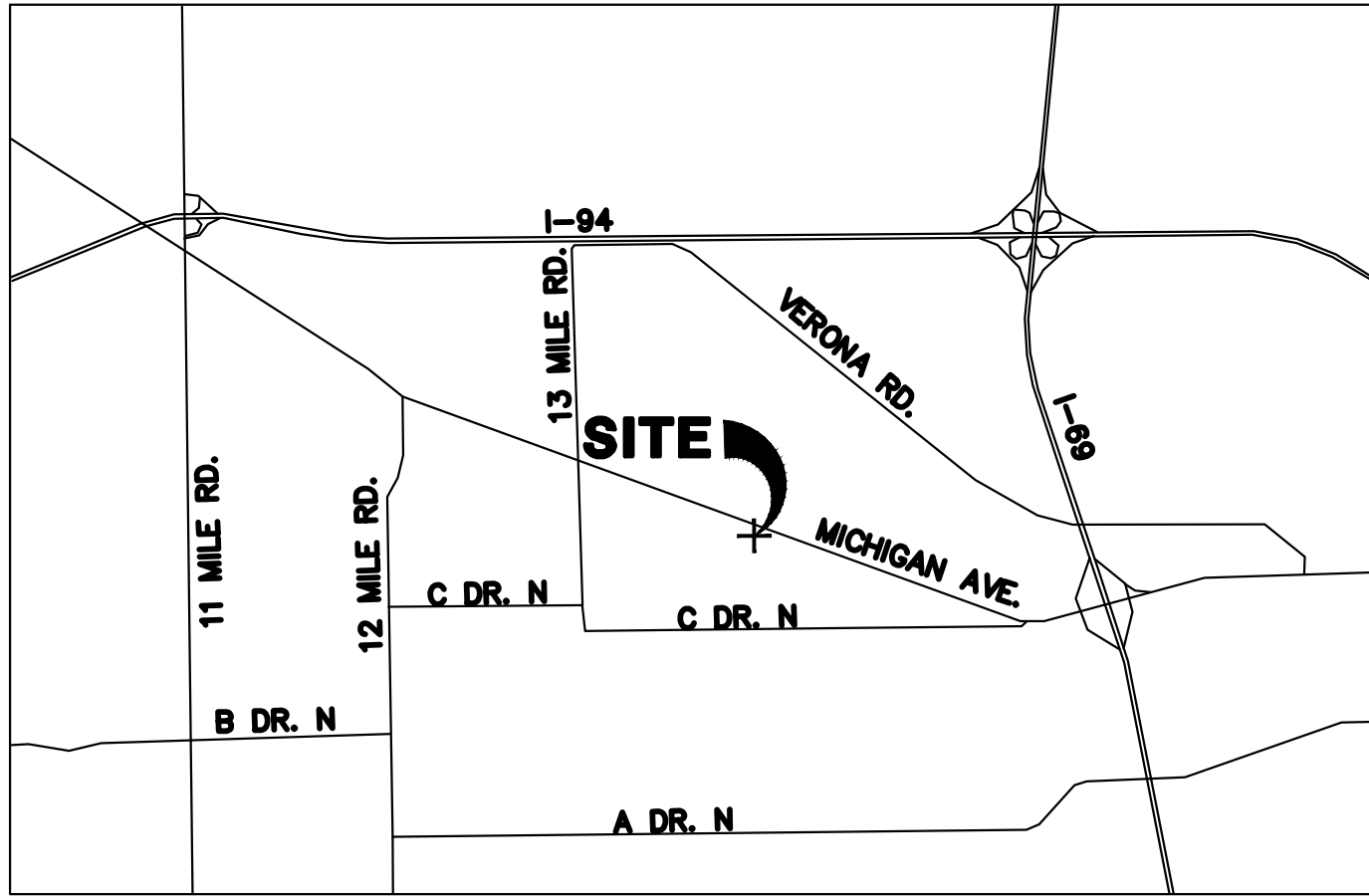
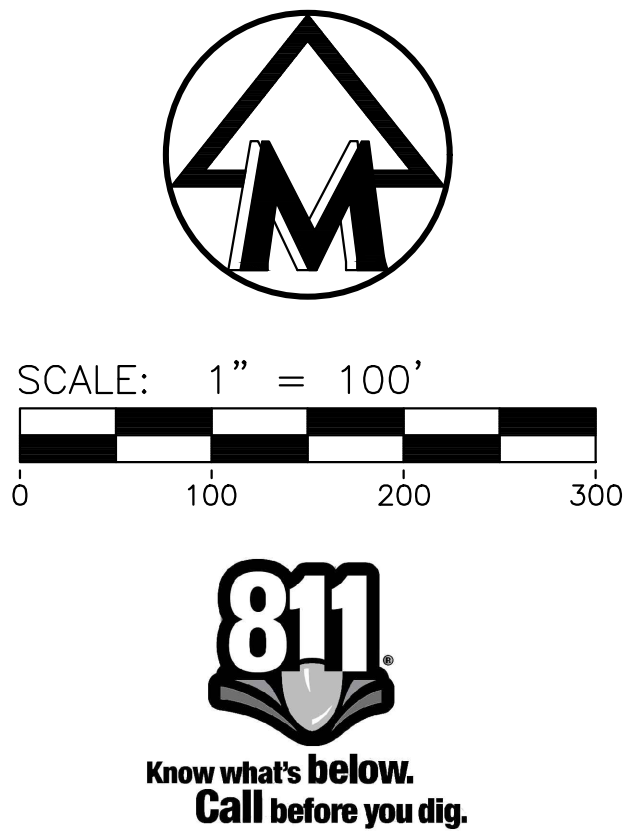
Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

The West 470 feet of that part of the North 1/2 of the Northwest 1/4 of Section 28, Town 2 South, Range 6 West Marshall Township, Calhoun County, Michigan, which lies South of Michigan Avenue extended (formally known as U.S. 12 and M-17) the Southerly line of said road being the South line of premises conveyed by deed recorded in Liber 177, page 432 (recorded as Liber 1777 of Deeds at Page 432 in the most recent deed).

16-281-015-00



The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.



VICINITY MAP
SCALE : NTS

LEGEND

- U.P. --- EXIST. UTILITY POLE
- OH --- EXIST. OVERHEAD UTILITY LINE
- at&t --- EXIST. AT&T LINE
- 12 --- EXCEPTION EASEMENT
- SECTION CORNER ---

BASIS OF BEARINGS

BASIS OF BEARINGS BASED ON GLOBAL POSITIONING SYSTEM OBSERVATIONS

LEGAL DESCRIPTION

(PER CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. 131195419CTM, DATED DECEMBER 8, 2022)

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF CALHOUN, TOWNSHIP OF MARSHALL.

THE WEST 470 FEET OF THAT PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 2 SOUTH, RANGE 6 WEST MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN, WHICH LIES SOUTH OF MICHIGAN AVENUE EXTENDED (FORMALLY KNOWN AS U.S. 12 AND M-17) THE SOUTHERLY LINE OF SAID ROAD BEING THE SOUTH LINE OF PREMISES CONVEYED BY DEED RECORDED IN LIBER 177 OF DEEDS AT PAGE 432.

EXCEPTIONS

- RIGHTS OF THE PUBLIC TO ANY PORTION OF THE LAND LYING WITHIN THE BOUNDS OF ANY STREET, ROAD, ALLEY OR HIGHWAY.
- TERMS, COVENANTS, AND CONDITIONS OF MEMORANDUM OF OPTION TO PURCHASE PROPERTY SET FORTH IN LIBER 4691 PAGE 368, BETWEEN JOHN A. HERMAN AND MARSHALL AREA ECONOMIC DEVELOPMENT ALLIANCE. (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)
- ANY RIGHTS INCIDENTAL TO THE OWNERSHIP AND DEVELOPMENT OF THE 1/2 OIL AND GAS RIGHTS RESERVATION IN THE DOCUMENT, ENTITLED AFFIDAVIT, DATED JANUARY 13, 1982, RECORDED JANUARY 14, 1982, IN LIBER 1243 PAGE 876 AND WARRANTY DEED, DATED FEBRUARY 22, 1982, RECORDED ON DECEMBER 9, 1982, IN LIBER 1263 PAGE 461. (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)
- TERMS, COVENANTS, AND CONDITIONS OF LEASE SET FORTH AS RECORDING NO. LIBER 629 PAGE 5; RELEASE OF OPTION RECORDED IN LIBER 643 PAGE 607. (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)
- A LEASEHOLD AS CREATED BY THAT CERTAIN LEASE DATED JUNE 6, 2012, EXECUTED BY JOHN & JACQUELINE HERMAN, AS LESSOR, AND ADAMS OUTDOOR ADVERTISING LIMITED PARTNERSHIP, AS LESSEE, AS REFERENCED IN THE DOCUMENT ENTITLED MEMORANDUM OF LEASE, WHICH WAS RECORDED JUNE 28, 2012 AT LIBER 3714 PAGE 568. FOR THE TERM, UPON AND SUBJECT TO ALL THE PROVISIONS CONTAINED IN SAID DOCUMENT, AND IN SAID LEASE. (AFFECTS SUBJECT PARCEL AS SHOWN)

NOTES

- THIS SURVEY WAS PREPARED USING CHICAGO TITLE INSURANCE COMPANY, TITLE COMMITMENT NO. 131195419CTM WITH AN EFFECTIVE DATE OF DECEMBER 8, 2022.
- THE LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS INSURED IN THE TITLE COMMITMENT AND ANY EXCEPTIONS HAVE BEEN NOTED HEREIN.
- SAID DESCRIBED PROPERTY IS NOT LOCATED WITHIN A 100-YEAR FLOOD PLAIN ZONE PER FLOOD INSURANCE RATE MAP NO. 26025C0220C WITH AN EFFECTIVE DATE OF APRIL 4, 2011, FOR COMMUNITY NUMBER 260642, IN CALHOUN COUNTY, STATE OF MICHIGAN, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- THERE IS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.
- THERE IS NO OBSERVED EVIDENCE OF PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES, AS SHOWN ON THIS SURVEY.
- THERE IS NO OBSERVED EVIDENCE OF THIS BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
- THERE IS NO OBSERVED EVIDENCE INDICATING ANY CEMETERIES ARE LOCATED ON THE PARCEL HEREIN DESCRIBED.

SURVEYORS CERTIFICATE

To: Michigan Economic Development Corporation, The Michigan Strategic Fund, Michigan Land Bank Authority, Marshall Area Economic Development Alliance, Chicago Title Insurance Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes items 2, 3, 4, 8, 13, 16, 17, 18, and 19 of Table A thereof, The fieldwork was completed on February 6, 2023

MIDWESTERN CONSULTING, LLC.

By: 
Patrick L. Hastings, P.S. No. 37277

Date: February 9, 2023



JOHN HERMAN ALTA

ALTA/NSPS LAND TITLE SURVEY OF A PARCEL OF LAND
LOCATED IN THE NW 1/4 OF SECTION 28, T2S, R6W,
MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN

1

DATE: 2/8/2023	SHEET 1 OF 1
CADD: SSH	ENG: PLH
PM: PLH	TECH: PLH
22367-ALTA-HERMAN	FS#

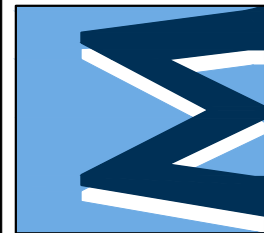
JOB No. 22367

REVISIONS:	REV.	DATE

CLIENT
CALHOUN COUNTY

MIDWESTERN
CONSULTING

3845 Plaza Drive Ann Arbor, Michigan 48108
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Land Development • Land Survey • Institutional • Municipal
Wireless Communications • Transportation • Landfill Services



**CITY OF MARSHALL – TOWNSHIP OF MARSHALL
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the ____ day of _____, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, the Marshall Area Economic Development Alliance, the owner of the property described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on April 21, 2023.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.

5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50th) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
 - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise of rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

By: _____
Derek N. Perry, City Manager

By: _____
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

By: _____
David Bosserd, Supervisor

By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)

)ss

COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by David Bosserd, Supervisory and Jeff Albaugh, Clerk of Marshall Township, on behalf of said Township.

Notary Public, Calhoun County, MI

My commission expires _____

SCHEDULE 1

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

Parcel 1:

The North Half of the Northwest Quarter of Section 28, Township 2 South, Range 6 West, lying Southerly of Michigan Avenue; EXCEPT the West 470 feet; ALSO EXCEPT commencing at the Southwest Corner of the North Half of the Northwest Quarter of said Section 28; thence East 470 feet; thence North 363 feet to the point of beginning; thence East 600 feet; thence North 275 feet more or less; thence Northwesterly along the Southerly line of Michigan Avenue 638 feet more or less to a point lying North of the point of beginning; thence South 485 feet more or less to the point of beginning.

16-281-015-01

Parcel 2:

The West 330 feet of the part of the Northeast Quarter of Section 28, Town 2 South, Range 6 West, lying South of Michigan Avenue extended (formerly known as U.S. 12 and M-17), the South line of said Michigan Avenue being the South line of premises first conveyed by Deed recorded in Liber 177 of Deeds, page 315, Calhoun County, Michigan.

16-281-015-02

Parcel 3:

Commencing at the Southwest Corner of the North Half of the Northwest Quarter of Section 28, Township 2 South, Range 6 West; thence East 470 feet; thence North 363 feet to the point of beginning; thence East 600 feet; thence North 275 feet more or less; thence Northwesterly along the Southerly line of Michigan Avenue 638 feet more or less to a point lying North of the point of beginning; thence South 485 feet more or less to the point of beginning.

16-281-015-05

LEGAL DESCRIPTION

(PER CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. 131198326CML, DATED: JANUARY 24, 2023 AT 8:00 AM)

LAND SITUATED IN THE STATE OF MICHIGAN, CALHOUN COUNTY, TOWNSHIP OF MARSHALL.

PARCEL 1:
THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 6 WEST, LYING SOUTHERLY OF MICHIGAN AVENUE; EXCEPT THE WEST 470 FEET; ALSO EXCEPT COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE EAST 470 FEET; THENCE NORTH 363 FEET TO THE POINT OF BEGINNING; THENCE EAST 600 FEET; THENCE NORTH 275 FEET MORE OR LESS; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF MICHIGAN AVENUE 638 FEET MORE OR LESS TO A POINT LYING NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 485 FEET MORE OR LESS TO THE POINT OF BEGINNING.

13-16-281-015-01

SURVEYORS CERTIFICATE

To: Michigan Economic Development Corporation, The Michigan Strategic Fund, Michigan Land Bank Authority, Marshall Area Economic Development Alliance, Chicago Title Insurance Company;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes items 2, 3, 4, 8, 13, 16, 17, 18, and 19 of Table A thereof, The fieldwork was completed on February 6, 2023

MIDWESTERN CONSULTING, LLC.

By: Patrick L. Hastings, P.S. No. 37277

Date: February 15, 2023



EXCEPTIONS

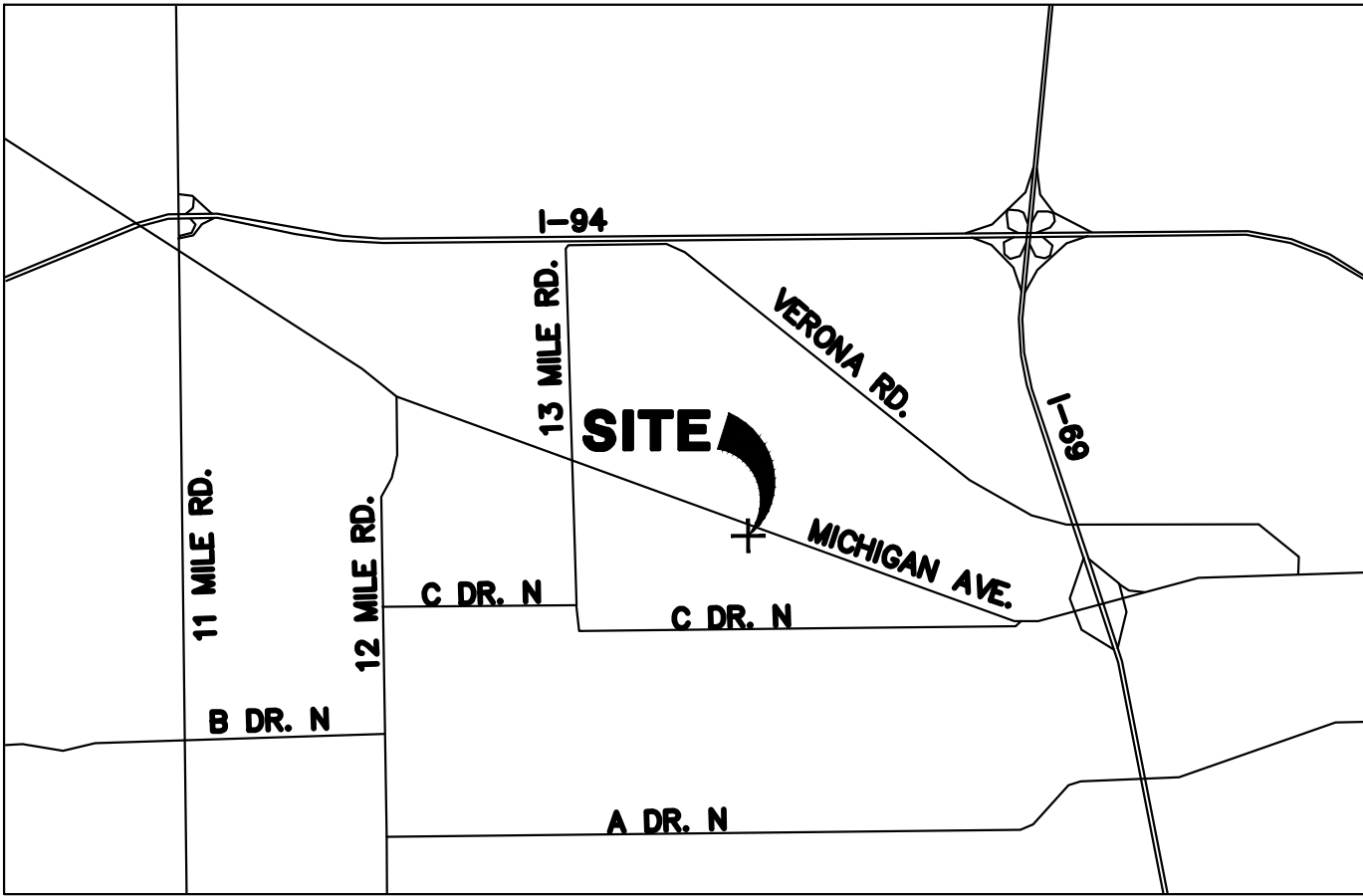
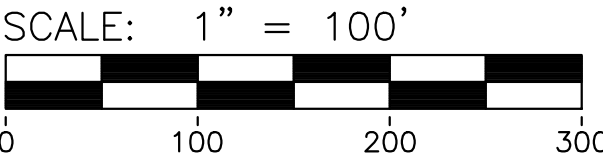
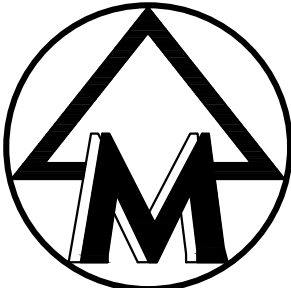
13. TERMS, COVENANTS, AND CONDITIONS OF WARRANTY DEED SET FORTH AS RECORDING NO. LIBER 1263, PAGE 463. (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)
14. TERMS, COVENANTS, AND CONDITIONS OF NOTICE OF CLAIM IN INTERESTS IN OIL AND GAS SET FORTH AS RECORDING NO. LIBER 1515, PAGE 488. (AFFECTS SUBJECT PARCEL - PLOTTED AS SHOWN)
16. AN OPTION TO PURCHASE SAID LAND WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS AS SET FORTH THEREIN RECORDED LIBER 4631, PAGE 862.
17. RIGHTS OF THE PUBLIC TO ANY PORTION OF THE LAND LYING WITHIN THE BOUNDS OF C DRIVE NORTH (AS TO PARCEL 3) AND WEST MICHIGAN AVENUE (M 96) (AS TO PARCELS 1, 2, AND 3).

BASIS OF BEARINGS

BASIS OF BEARINGS BASED ON GLOBAL POSITIONING SYSTEM OBSERVATIONS

LEGEND

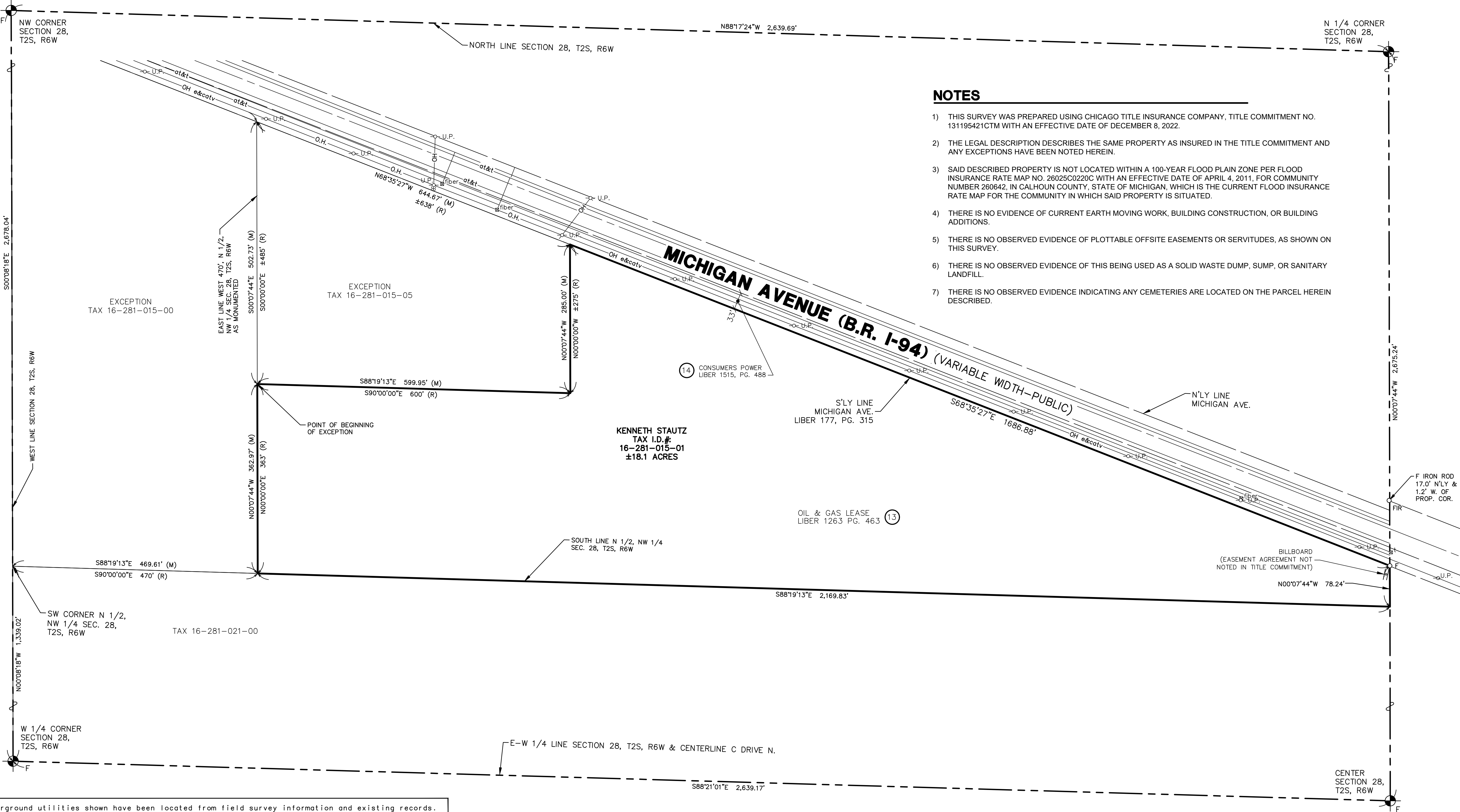
- U.P. EXIST. UTILITY POLE
OH EXIST. OVERHEAD UTILITY LINE
SECTION CORNER
at&t EXIST. AT&T LINE
t TELEPHONE RISER
fiber FIBER OPTIC MARKER
O F FOUND IRON ROD
12 EXCEPTION EASEMENT



VICINITY MAP
SCALE : NTS

NOTES

- 1) THIS SURVEY WAS PREPARED USING CHICAGO TITLE INSURANCE COMPANY, TITLE COMMITMENT NO. 131195421CTM WITH AN EFFECTIVE DATE OF DECEMBER 8, 2022.
- 2) THE LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS INSURED IN THE TITLE COMMITMENT AND ANY EXCEPTIONS HAVE BEEN NOTED HEREIN.
- 3) SAID DESCRIBED PROPERTY IS NOT LOCATED WITHIN A 100-YEAR FLOOD PLAIN ZONE PER FLOOD INSURANCE RATE MAP NO. 26025C0220C WITH AN EFFECTIVE DATE OF APRIL 4, 2011. FOR COMMUNITY NUMBER 260642, IN CALHOUN COUNTY, STATE OF MICHIGAN, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- 4) THERE IS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.
- 5) THERE IS NO OBSERVED EVIDENCE OF PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES, AS SHOWN ON THIS SURVEY.
- 6) THERE IS NO OBSERVED EVIDENCE OF THIS BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
- 7) THERE IS NO OBSERVED EVIDENCE INDICATING ANY CEMETERIES ARE LOCATED ON THE PARCEL HEREIN DESCRIBED.



The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.

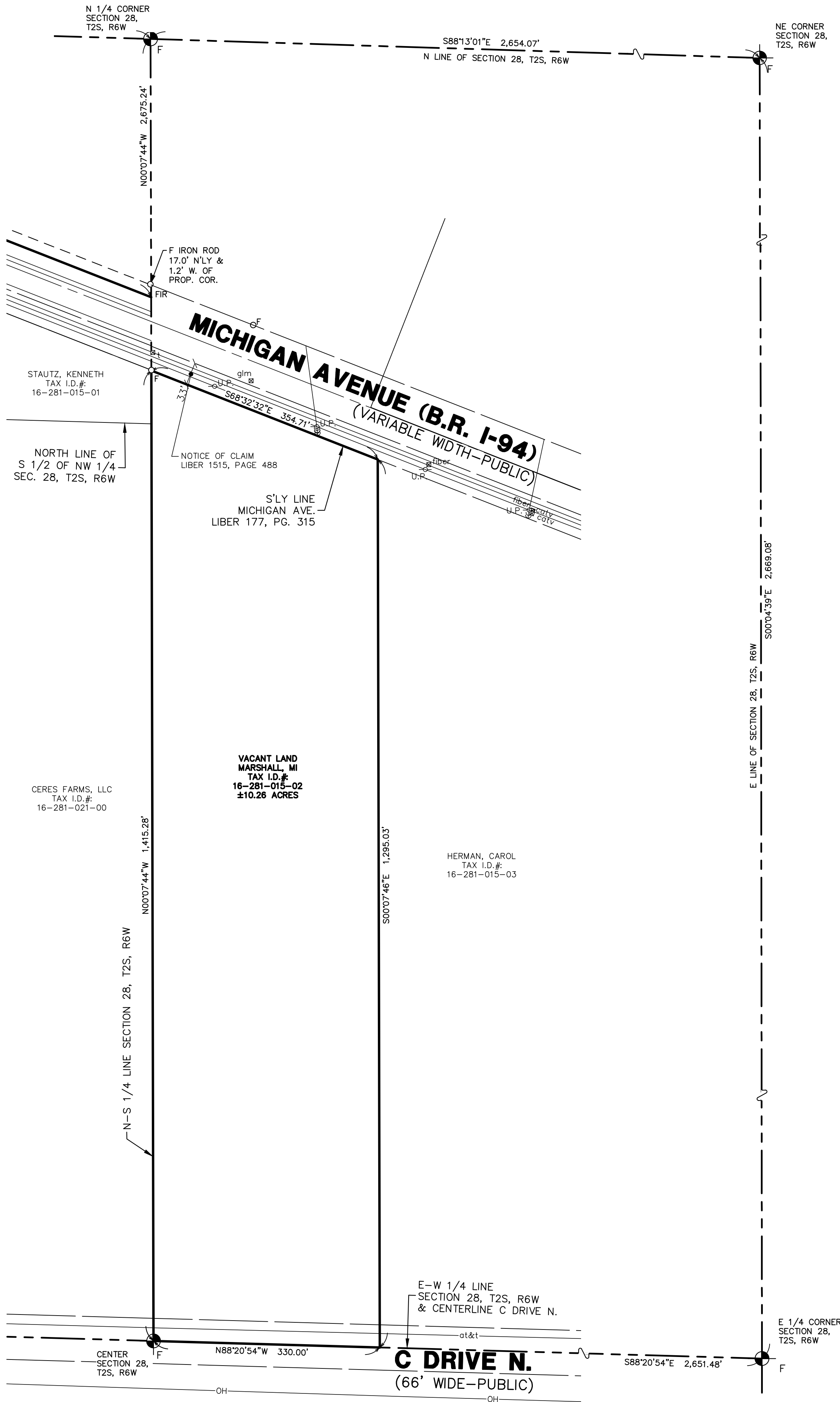
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CLIENT
CALHOUN COUNTY

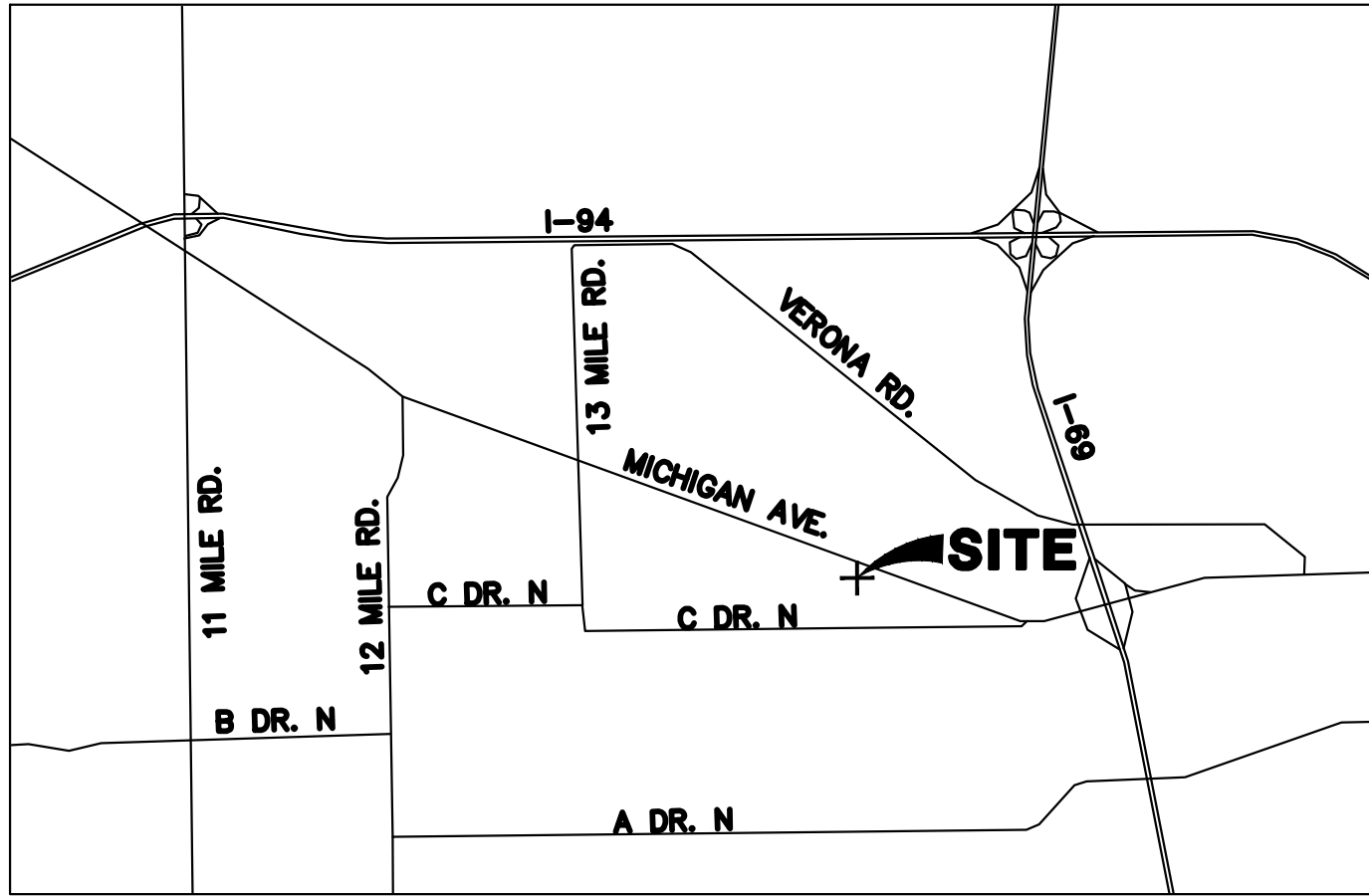
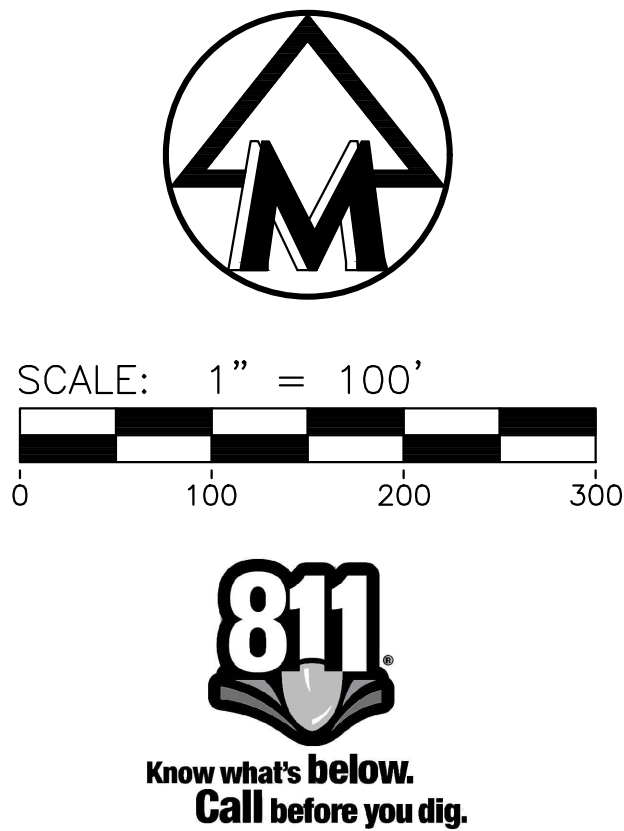
K. STAUTZ ALTA
ALTA/NSPS LAND TITLE SURVEY OF A PARCEL OF LAND
LOCATED IN THE NW 1/4 OF SECTION 28, T2S, R6W,
MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN

1

JOB No.	22367
DATE	2/8/2023
SHEET	1 OF 1
REV. DATE	2/16/23
REVISED PER	UPDATED TITLE
ENG.	SSH
PLH	PLH
PLH	PLH
TECH.	PLH
FILED	2023 ALTA-STAUTZ-01



The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.



VICINITY MAP
SCALE : NTS

LEGEND

—o— U.P.	EXIST. UTILITY POLE
—OH—	EXIST. OVERHEAD UTILITY LINE
—ot&t—	EXIST. AT&T LINE
—st—	TELEPHONE RISER
—guy—	GUY WIRE
—catv—	CABLE TELEVISION RISER
—glim—	GAS LINE MARKER
—fiber—	FIBER OPTIC MARKER
—●—	SECTION CORNER
—o— F	FOUND IRON PIPE
—o— FIR	FOUND IRON ROD
—12—	EXCEPTION EASEMENT

BASIS OF BEARINGS

BASIS OF BEARINGS BASED ON GLOBAL POSITIONING SYSTEM OBSERVATIONS

NOTES

- THIS SURVEY WAS PREPARED USING CHICAGO TITLE INSURANCE COMPANY, TITLE COMMITMENT NO. 131198326CML WITH AN EFFECTIVE DATE OF JANUARY 24, 2023 AT 8:00 AM.
- THE LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS INSURED IN THE TITLE COMMITMENT AND ANY EXCEPTIONS HAVE BEEN NOTED HEREIN.
- SAID DESCRIBED PROPERTY IS NOT LOCATED WITHIN A 100-YEAR FLOOD PLAIN ZONE PER FLOOD INSURANCE RATE MAP NO. 26025C0220C WITH AN EFFECTIVE DATE OF APRIL 4, 2011, FOR COMMUNITY NUMBER 260642, IN CALHOUN COUNTY, STATE OF MICHIGAN, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- THERE IS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.
- THERE IS NO OBSERVED EVIDENCE OF PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, IF SUCH INFORMATION IS MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION, EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- THERE IS NO OBSERVED EVIDENCE OF PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES, AS SHOWN ON THIS SURVEY.
- THERE IS NO OBSERVED EVIDENCE OF THIS BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
- THERE IS NO OBSERVED EVIDENCE INDICATING ANY CEMETERIES ARE LOCATED ON THE PARCEL HEREIN DESCRIBED.

LEGAL DESCRIPTION

(PER CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. 131198326CML, DATED JANUARY 24, 2023 AT 08:00 AM)

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF CALHOUN, TOWNSHIP OF MARSHALL.

PARCEL 2:
THE WEST 330 FEET OF THE PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWN 2 SOUTH, RANGE 6 WEST, LYING SOUTH OF MICHIGAN AVENUE EXTENDED (FORMERLY KNOWN AS U.S. 12 AND M-17), THE SOUTH LINE OF SAID MICHIGAN AVENUE BEING THE SOUTH LINE OF PREMISES FIRST CONVEYED BY DEED RECORDED IN LIBER 177 OF DEEDS, PAGE 315, CALHOUN COUNTY, MICHIGAN.

13-16-281-015-02

EXCEPTIONS

- RIGHT(S) OF WAY AND/OR EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO MICHIGAN BELL TELEPHONE COMPANY IN THE DOCUMENT RECORDED IN LIBER 343, PAGE 48, (AS TO PARCEL 2) (AFFECTS SUBJECT PARCEL - UNABLE TO DETERMINE LOCATION)
- RIGHT(S) OF WAY AND/OR EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO CONSUMERS POWER COMPANY (NOW KNOWN AS CONSUMERS ENERGY) IN A DOCUMENT RECORDED IN LIBER 931, PAGE 564, (AS TO PARCEL 2) (DOES NOT AFFECT SUBJECT PARCEL)
- TERMS, COVENANTS, AND CONDITIONS OF AFFIDAVIT AS SET FORTH IN THE DOCUMENT RECORDED IN LIBER 1243, PAGE 876 (AS TO PARCEL 2) (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)
- OIL, GAS AND MINERAL RIGHTS AND RESERVATIONS OF EVERY KIND AND NATURE AS RESERVED IN A WARRANTY DEED RECORDED IN LIBER 1263, PAGE 457, AND ALL RIGHTS PERTINENT THERETO, (AS TO PARCEL 2) (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)
- TERMS, COVENANTS, AND CONDITIONS OF NOTICE OF CLAIM OF INTEREST IN OIL AND GAS SET FORTH IN LIBER 1515, PAGE 488 (AFFECTS SUBJECT PARCEL AS SHOWN)
- AFFIDAVIT ATTESTING THAT QUALIFIED AGRICULTURAL PROPERTY OR QUALIFIED FOREST SHALL REMAIN QUALIFIED AGRICULTURAL PROPERTY RECORDED AUGUST 16, 2012 IN LIBER 3726, PAGE 137, (AS TO PARCEL 2) (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)
- AN OPTION TO PURCHASE SAID LAND WITH CERTAIN TERMS, COVENANT, CONDITIONS AND PROVISIONS AS SET FORTH THEREIN RECORDED LIBER 4631, PAGE 862, (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)
- RIGHTS OF THE PUBLIC TO ANY PORTION OF THE LAND LYING WITHIN THE BOUNDS OF C DRIVE NORTH (AS TO PARCEL 3) AND WEST MICHIGAN AVENUE (M 96) (AS TO PARCELS 1, 2, AND 3).

SURVEYORS CERTIFICATE

To: Michigan Economic Development Corporation, The Michigan Strategic Fund, Michigan Land Bank Authority, Marshall Area Economic Development Alliance, Chicago Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes items 2, 3, 4, 8, 13, 16, 17, 18, and 19 of Table A thereof, The fieldwork was completed on February 13, 2023

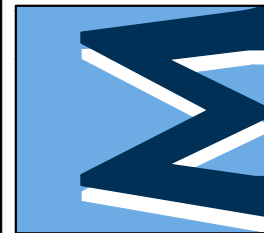
MIDWESTERN CONSULTING, L.L.C.

By: Patrick L. Hastings, P.S. No. 37277

Date: February 17, 2023



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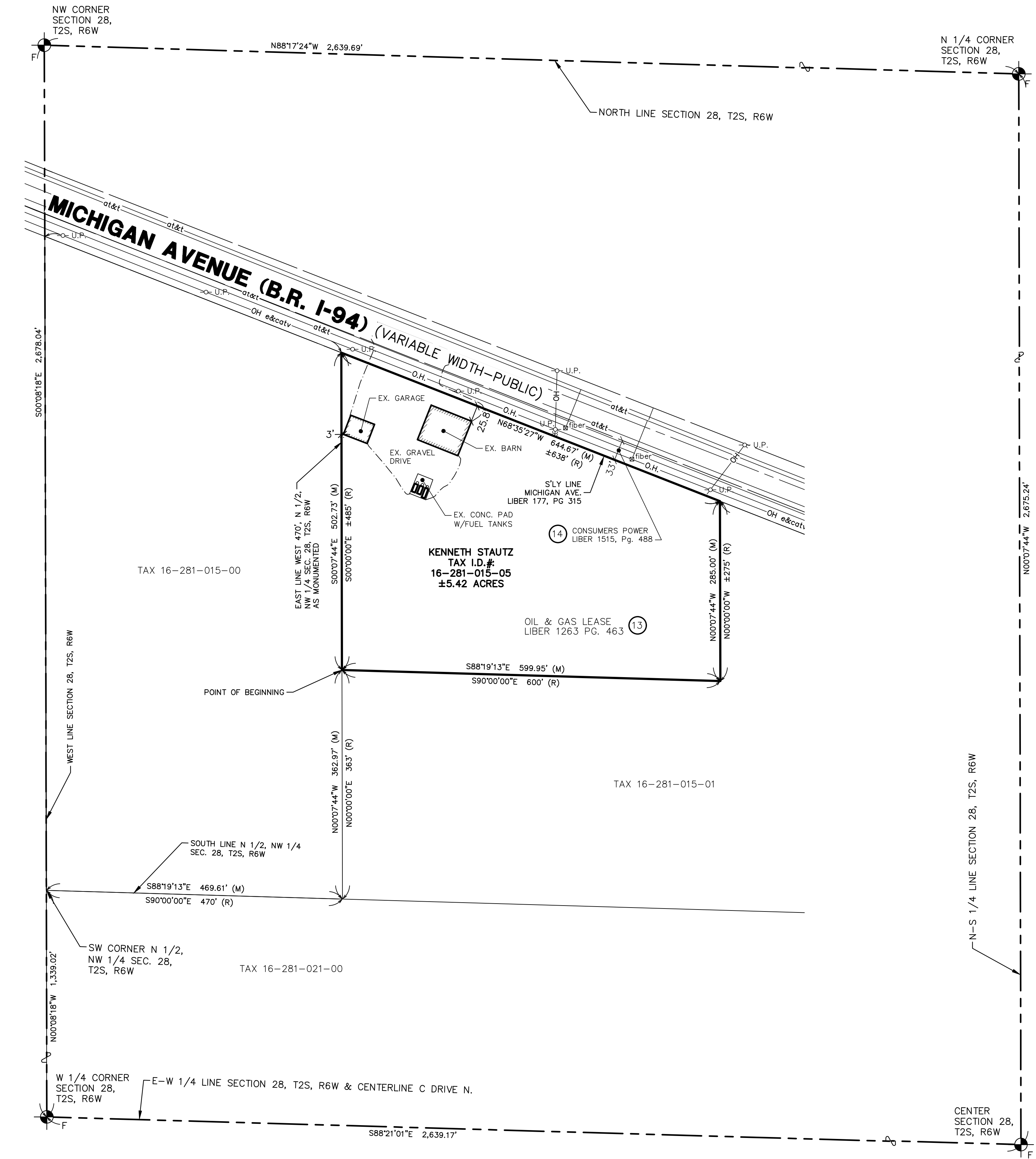
CLIENT
CALHOUN COUNTY

K. STAUTZ ALTA
ALTA/NSPS LAND TITLE SURVEY OF A PARCEL OF LAND
LOCATED IN THE NE1/4 OF SECTION 28, T2S, R6W,
MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN

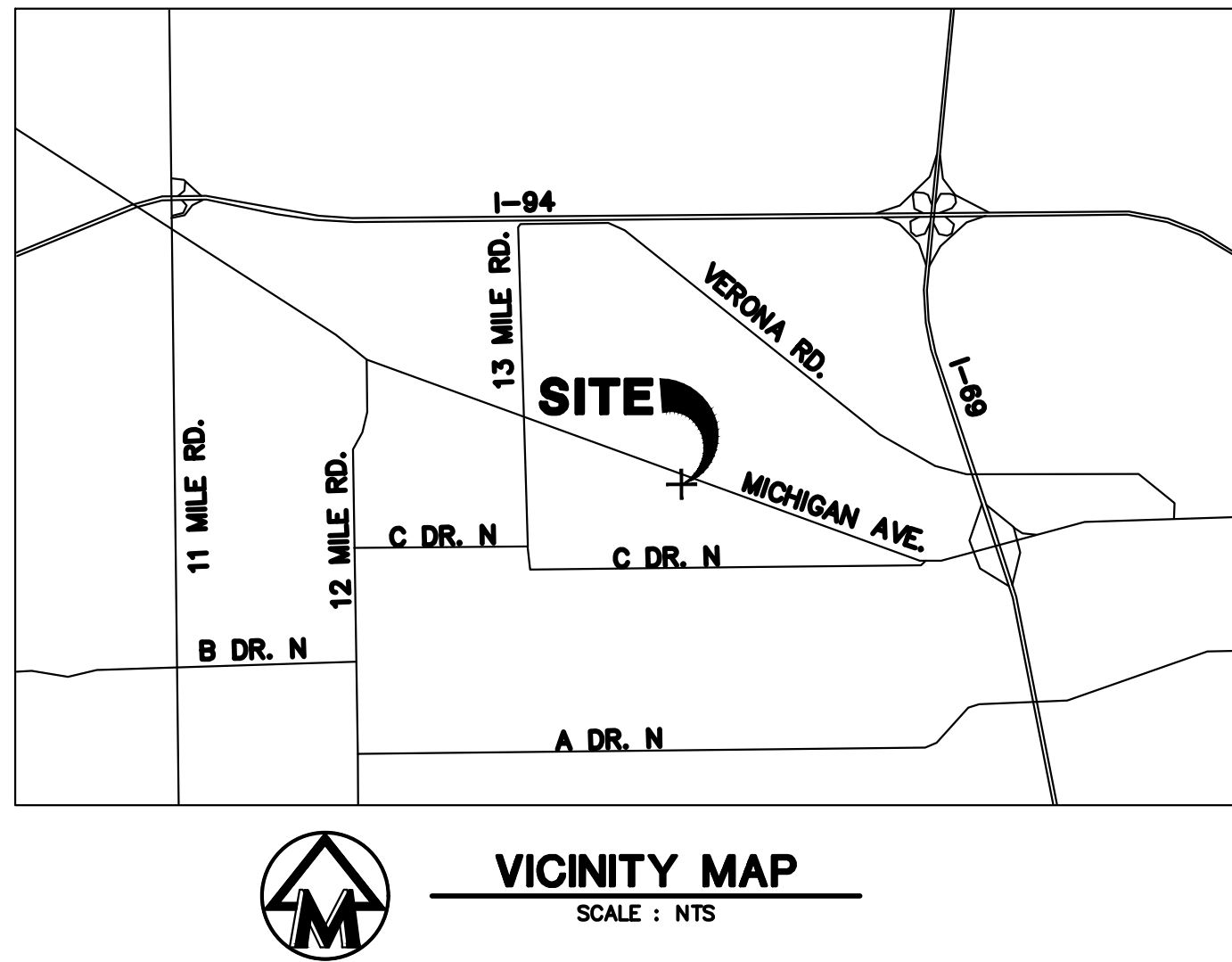
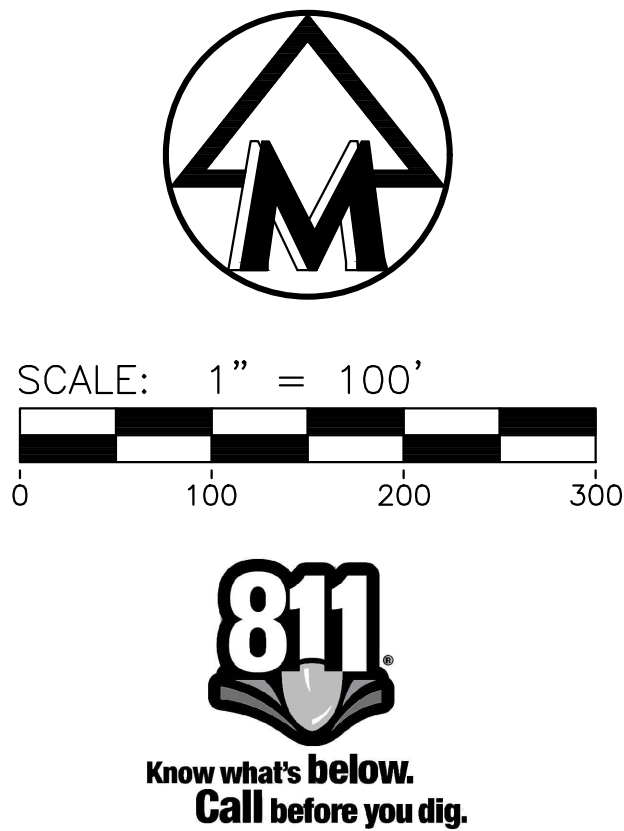
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DATE: 2/17/2023
SHEET 1 OF 1
CADD: CLW
ENG: PLH
FIM: PLH
TECH: PLH
22367-ALTA-STAUTZ-02

JOB No. 22367
REV. DATE
REVISIONS:



The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.



LEGEND

- U.P. EXIST. UTILITY POLE
- OH EXIST. OVERHEAD UTILITY LINE
- SECTION CORNER
- at&t EXIST. AT&T LINE
- 12 EXCEPTION EASEMENT

BASIS OF BEARINGS

BASIS OF BEARINGS BASED ON GLOBAL POSITIONING SYSTEM OBSERVATIONS

LEGAL DESCRIPTION

(PER CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. 131198326CML, DATED: JANUARY 24, 2023 AT 08:00 AM)

LAND SITUATED IN THE STATE OF MICHIGAN, CALHOUN COUNTY, TOWNSHIP OF MARSHALL.

PARCEL 3: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 6 WEST; THENCE NORTH 470 FEET; THENCE NORTH 363 FEET TO THE POINT OF BEGINNING; THENCE EAST 600 FEET; THENCE NORTH 275 FEET MORE OR LESS; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF MICHIGAN AVENUE 638 FEET MORE OR LESS TO A POINT LYING NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 485 FEET MORE OR LESS TO THE POINT OF BEGINNING.

13-16-281-015-05

EXCEPTIONS

- TERMS, COVENANTS, AND CONDITIONS OF AFFIDAVIT AS SET FORTH IN THE DOCUMENT RECORDED IN LIBER 1243, PAGE 876. (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)
- TERMS, COVENANTS, AND CONDITIONS OF WARRANTY DEED SET FORTH AS RECORDING NO. LIBER 1263, PAGE 463. (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)
- TERMS, COVENANTS, AND CONDITIONS OF NOTICE OF CLAIM IN INTERESTS IN OIL AND GAS SET FORTH AS RECORDING NO. LIBER 1515, PAGE 488. (AFFECTS SUBJECT PARCEL - PLOTTED AS SHOWN)
- AN OPTION TO PURCHASE SAID LAND WITH CERTAIN TERMS, COVENANTS, CONDITIONS AND PROVISIONS AS SET FORTH THEREIN, RECORDED LIBER 4631, PAGE 862
- RIGHTS OF THE PUBLIC TO ANY PORTION OF THE LAND LYING WITHIN THE BOUNDS OF C DRIVE NORTH (AS TO PARCEL 3) AND WEST MICHIGAN AVENUE (M 96) (AS TO PARCELS 1, 2, AND 3).

NOTES

- THIS SURVEY WAS PREPARED USING CHICAGO TITLE INSURANCE COMPANY, TITLE COMMITMENT NO. 131198326CML WITH AN EFFECTIVE DATE OF JANUARY 24, 2023 AT 8:00 AM.
- THE LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS INSURED IN THE TITLE COMMITMENT AND ANY EXCEPTIONS HAVE BEEN NOTED HEREIN.
- SAID DESCRIBED PROPERTY IS NOT LOCATED WITHIN A 100-YEAR FLOOD PLAIN ZONE PER FLOOD INSURANCE RATE MAP NO. 26025C0220C WITH AN EFFECTIVE DATE OF APRIL 4, 2011, FOR COMMUNITY NUMBER 260642, IN CALHOUN COUNTY, STATE OF MICHIGAN, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- THERE IS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.
- THERE IS NO OBSERVED EVIDENCE OF PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES, AS SHOWN ON THIS SURVEY.
- THERE IS NO OBSERVED EVIDENCE OF THIS BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
- THERE IS NO OBSERVED EVIDENCE INDICATING ANY CEMETERIES ARE LOCATED ON THE PARCEL HEREIN DESCRIBED.

SURVEYORS CERTIFICATE

To: Michigan Economic Development Corporation, The Michigan Strategic Fund, Michigan Land Bank Authority, Marshall Area Economic Development Alliance, Chicago Title Insurance Company;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes items 2, 3, 4, 8, 13, 16, 17, 18, and 19 of Table A thereof. The fieldwork was completed on February 6, 2023

MIDWESTERN CONSULTING, LLC.

By: Patrick L. Hastings, P.S. No. 37277

Date: February 15, 2023



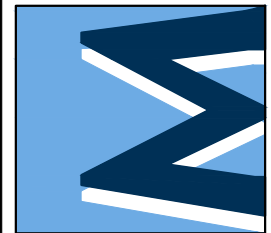
K. STAUTZ ALTA
ALTA/NSPS LAND TITLE SURVEY OF A PARCEL OF LAND
LOCATED IN THE NW 1/4 OF SECTION 28, T2S, R6W,
MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN

1

JOB No.	22367	DATE: 2/6/2023
REVISIONS:		SHEET 1 OF 1
REVISED PER UPDATE TITLE		REV. DATE: 2/16/23
		CADD: SSH
		ENG: PLH
		PLM: PLH
		TECH: PLH
		FILE: 22367_ALTA-STAUTZ
		FILE

CLIENT
CALHOUN COUNTY

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**CITY OF MARSHALL – TOWNSHIP OF MARSHALL
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the ____ day of _____, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, the Marshall Area Economic Development Alliance, the owner of the property described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on April 21, 2023.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.

5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50th) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
 - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise of rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

_____ By: _____
Derek N. Perry, City Manager

_____ By: _____
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

By: _____
David Bosserd, Supervisor

By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)

)ss

COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by David Bosserd, Supervisory and Jeff Albaugh, Clerk of Marshall Township, on behalf of said Township.

Notary Public, Calhoun County, MI

My commission expires _____

SCHEDULE 1

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

Parcel 1:

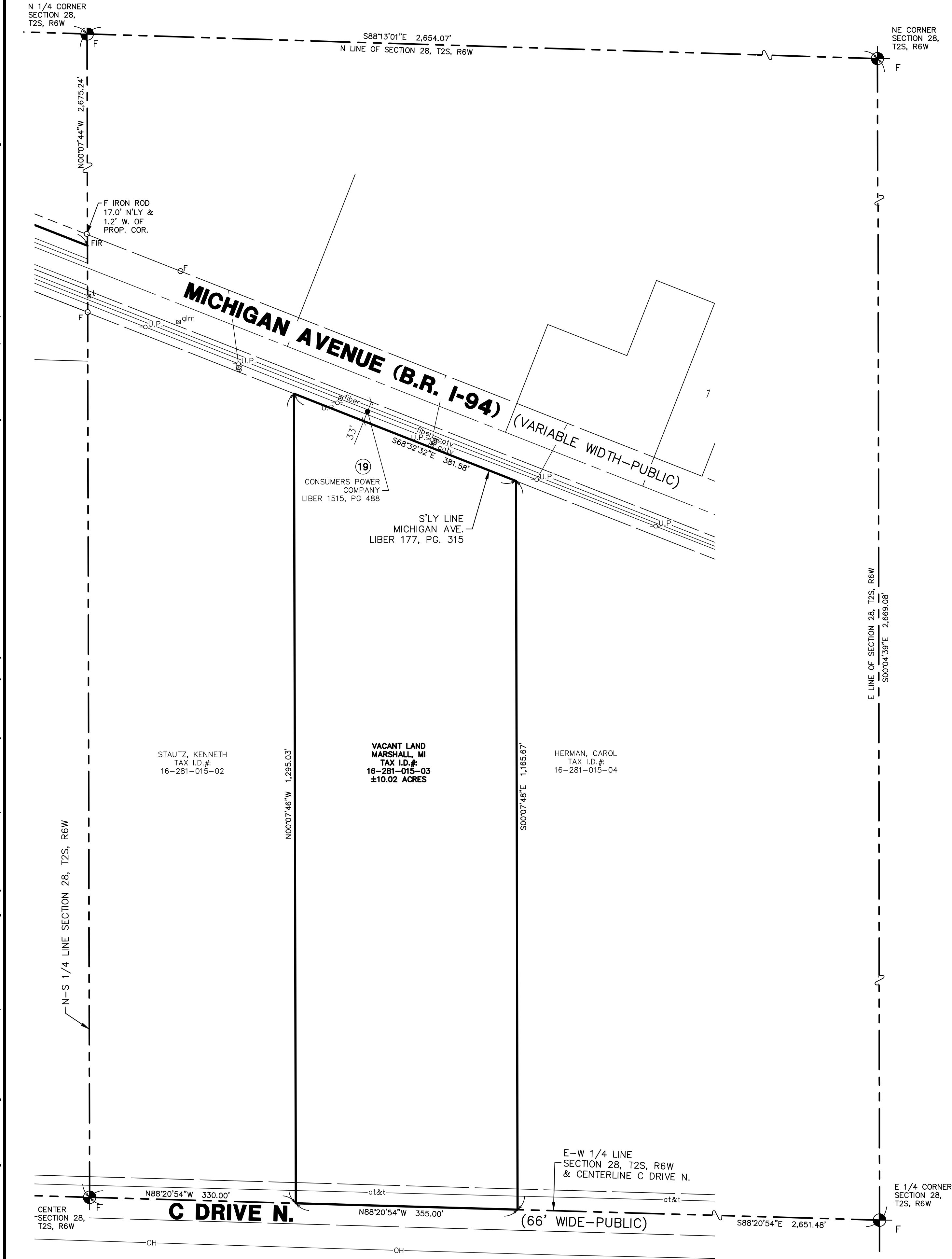
The East 355 feet of the West 685 feet of that part of the Northeast 1/4 of Section 28, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, lying South of Michigan Avenue.

16-281-015-03

Parcel 2:

That part of the Northeast 1/4 of Section 28, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, lying South of Michigan Avenue extended (formerly known as US 12 and M-17), West of a line running North and South 1018.09 feet West of the East Section line and East of a line running North and South 685 feet East and of the North-South 1/4 line of said Section 28.

16-281-015-04



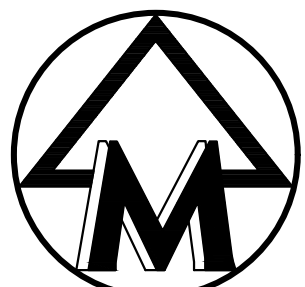
The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.

LEGEND

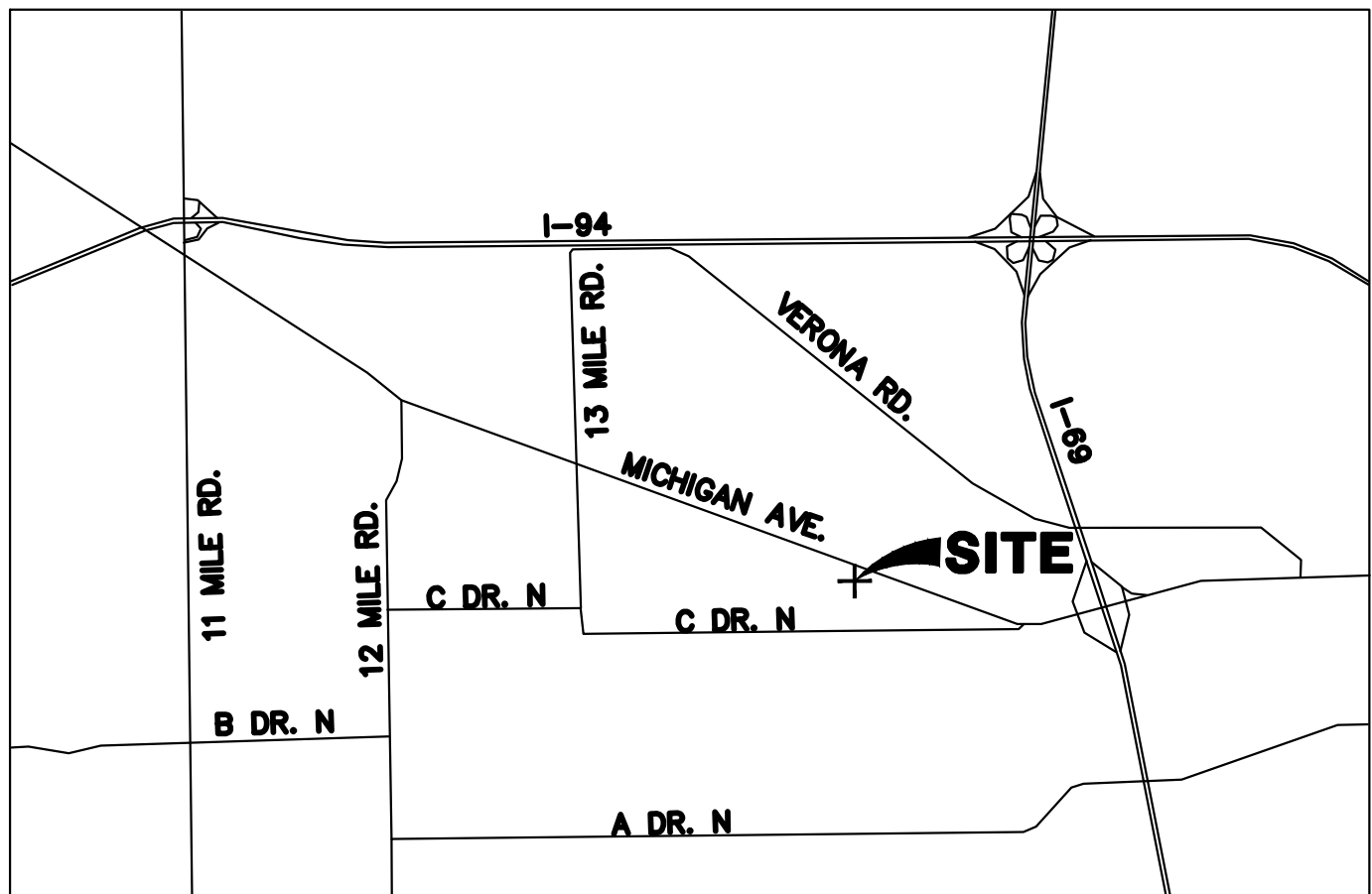
—o— U.P.	EXIST. UTILITY POLE
—OH—	EXIST. OVERHEAD UTILITY LINE
—ot&t—	EXIST. AT&T LINE
—st—	TELEPHONE RISER
—t—	GUY WIRE
—catv—	CABLE TELEVISION RISER
—glm—	GAS LINE MARKER
—fiber—	FIBER OPTIC MARKER
—●—	SECTION CORNER
—o— F	FOUND IRON PIPE
—o— FIR	FOUND IRON ROD
—12—	EXCEPTION EASEMENT

BASIS OF BEARINGS

BASIS OF BEARINGS BASED ON GLOBAL POSITIONING SYSTEM OBSERVATIONS



SCALE: 1" = 100'



VICINITY MAP
SCALE : NTS

LEGAL DESCRIPTION

(PER CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. 131195422CTM, DATED DECEMBER 8, 2022 AT 8:00 AM)

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF CALHOUN, TOWNSHIP OF MARSHALL.

THE EAST 355 FEET OF THE WEST 685 FEET OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWN 2 SOUTH, RANGE 6 WEST, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN, LYING SOUTH OF MICHIGAN AVENUE.

EXCEPTIONS

- TERMS, COVENANTS, AND CONDITIONS OF MEMORANDUM OF OPTION SET FORTH AS LIBER 4657, PAGE 457 (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)
- RIGHT(S) OF WAY AND/OR EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO MICHIGAN BELL TELEPHONE COMPANY IN A DOCUMENT RECORDED AS LIBER 343, PAGE 48. (AFFECTS SUBJECT PARCEL - UNABLE TO DETERMINE LOCATION)
- RIGHT(S) OF WAY AND/OR EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO CONSUMERS POWER COMPANY (NOW KNOWN AS CONSUMERS ENERGY) IN A DOCUMENT RECORDED AS LIBER 931, PAGE 564. (DOES NOT AFFECT SUBJECT PARCEL)
- TERMS, COVENANTS, AND CONDITIONS OF AFFIDAVIT SET FORTH AS LIBER 1243, PAGE 876. (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)
- TERMS, COVENANTS, AND CONDITIONS OF NOTICE OF CLAIM OF INTERESTS IN OIL AND GAS SET FORTH AS LIBER 1515, PAGE 488. (AFFECTS SUBJECT PARCEL - AS SHOWN)

NOTES

- THIS SURVEY WAS PREPARED USING CHICAGO TITLE INSURANCE COMPANY, TITLE COMMITMENT NO. 131195422CTM WITH AN EFFECTIVE DATE OF DECEMBER 8, 2022 AT 8:00 AM.
- THE LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS INSURED IN THE TITLE COMMITMENT AND ANY EXCEPTIONS HAVE BEEN NOTED HEREIN.
- SAID DESCRIBED PROPERTY IS NOT LOCATED WITHIN A 100-YEAR FLOOD PLAIN ZONE PER FLOOD INSURANCE RATE MAP NO. 26025C0220C WITH AN EFFECTIVE DATE OF APRIL 4, 2011, FOR COMMUNITY NUMBER 260642. IN CALHOUN COUNTY, STATE OF MICHIGAN, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- THERE IS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.
- THERE IS NO OBSERVED EVIDENCE OF PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, IF SUCH INFORMATION IS MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION. EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- THERE IS NO OBSERVED EVIDENCE OF PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES, AS SHOWN ON THIS SURVEY.
- THERE IS NO OBSERVED EVIDENCE OF THIS BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
- THERE IS NO OBSERVED EVIDENCE INDICATING ANY CEMETERIES ARE LOCATED ON THE PARCEL HEREIN DESCRIBED.

SURVEYORS CERTIFICATE

To: Michigan Economic Development Corporation, The Michigan Strategic Fund, Michigan Land Bank Authority, Marshall Area Economic Development Alliance, Chicago Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes items 2, 3, 4, 8, 13, 16, 17, 18, and 19 of Table A thereof. The fieldwork was completed on February 13, 2023

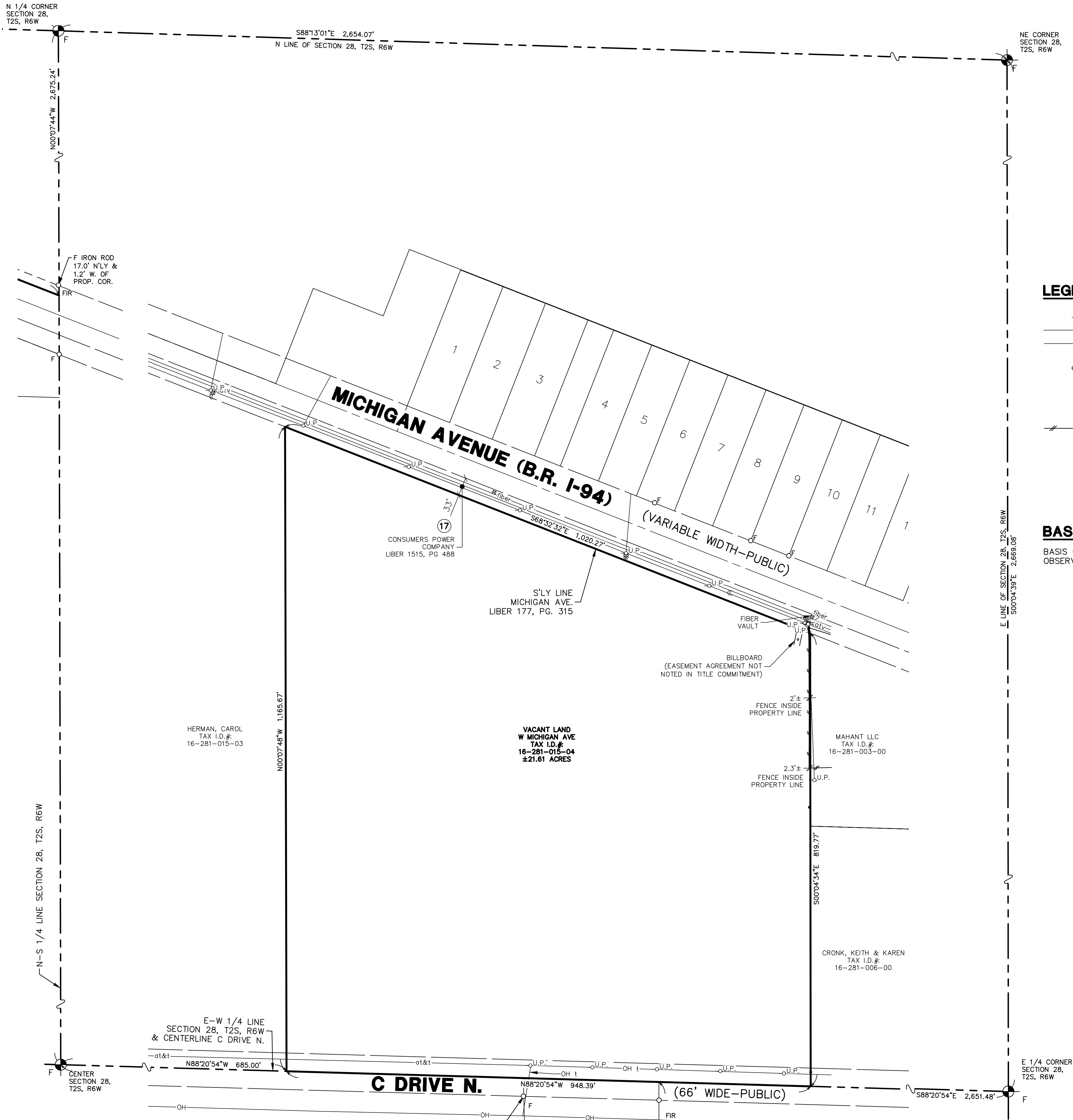
MIDWESTERN CONSULTING, L.L.C.

By: Patrick L. Hastings, P.S. No. 37277

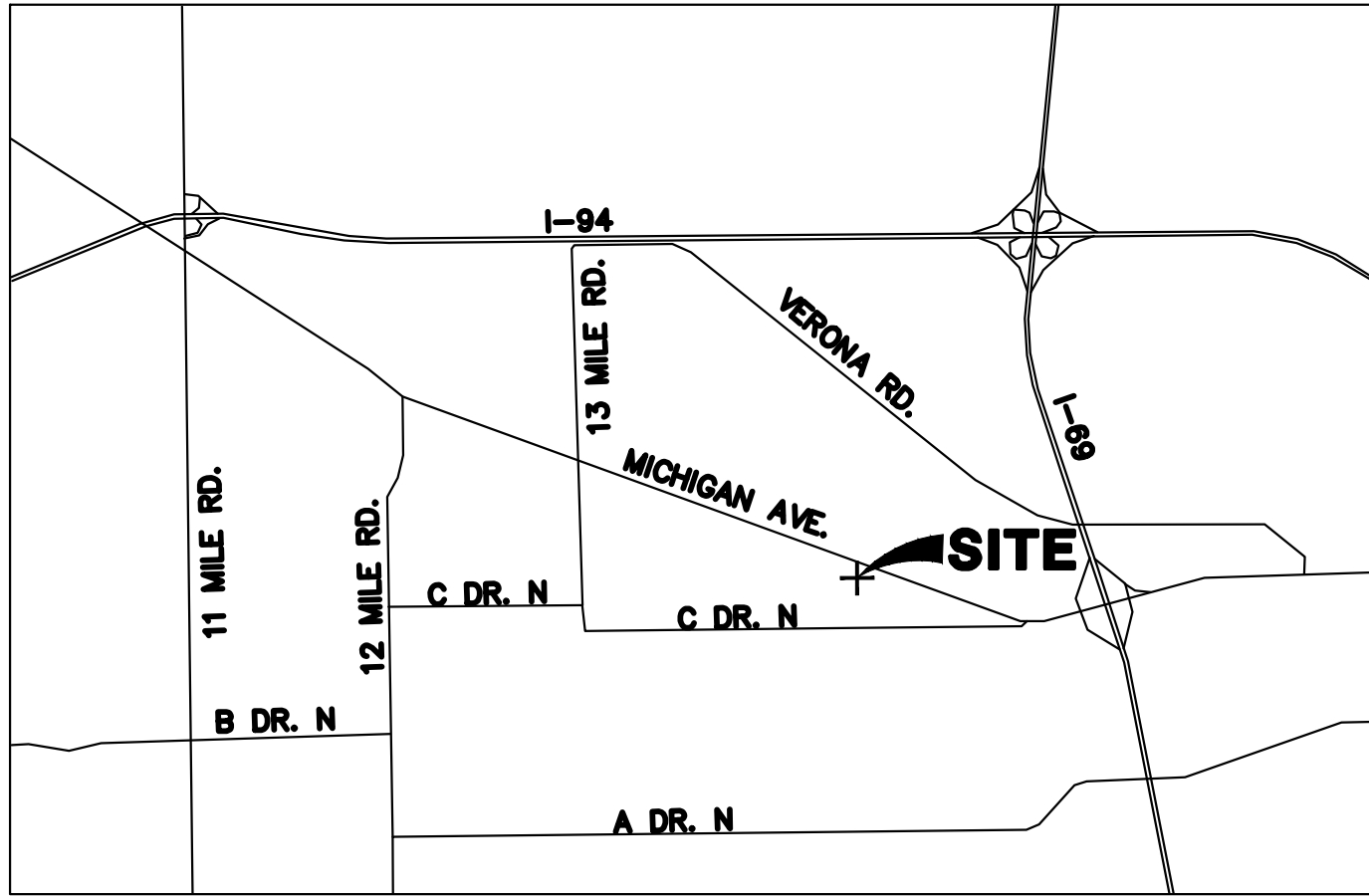
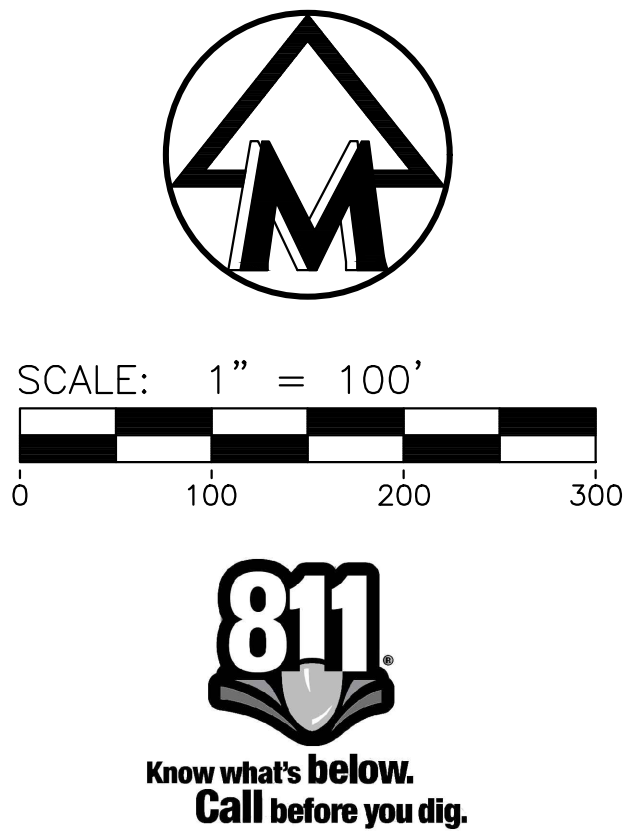
Date: February 17, 2023



MIDWESTERN CONSULTING 3845 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services	
CLIENT CALHOUN COUNTY	
CAROL HERMAN ALTA ALTA/NSPS LAND TITLE SURVEY OF A PARCEL OF LAND LOCATED IN THE NE 1/4 OF SECTION 28, T2S, R6W, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN	
JOB No. 22367	DATE: 2/17/2023
REVISIONS:	SHEET 1 OF 1
	CADD: CLW
	ENG: PLH
	FM: PLH
	TECH: PLH
	22367-ALTA-C-HERMAN-03



The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.



VICINITY MAP
SCALE : NTS

LEGEND

- | | |
|----------|------------------------------|
| —o— U.P. | EXIST. UTILITY POLE |
| —OH— | EXIST. OVERHEAD UTILITY LINE |
| —at&t— | EXIST. AT&T LINE |
| —t— | TELEPHONE RISER |
| —g— | GUY WIRE |
| —cstv— | CABLE TELEVISION RISER |
| —glim— | GAS LINE MARKER |
| —fiber— | FIBER OPTIC MARKER |
| • | POST |
| —#—#—#— | FENCE |
| • | SECTION CORNER |
| o F | FOUND IRON PIPE |
| o FIR | FOUND IRON ROD |
| (12) | EXCEPTION EASEMENT |

BASIS OF BEARINGS

BASIS OF BEARINGS BASED ON GLOBAL POSITIONING SYSTEM OBSERVATIONS

LEGAL DESCRIPTION

(PER CHICAGO TITLE INSURANCE COMPANY, COMMITMENT NO. 131195423CTM, DATED DECEMBER 8, 2022 AT 8:00 AM)

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF CALHOUN, TOWNSHIP OF MARSHALL.

THAT PART OF THE NORTHEAST 1/4 OF SECTION 28, TOWN 2 SOUTH, RANGE 6 WEST, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN, LYING SOUTH OF MICHIGAN AVENUE EXTENDED (FORMERLY KNOWN AS US 12 AND M-17), WEST OF A LINE RUNNING NORTH AND SOUTH 1018.09 FEET WEST OF THE EAST SECTION LINE AND EAST OF A LINE RUNNING NORTH AND SOUTH 685 FEET EAST AND OF THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 28.

DESCRIBED FOR TAX PURPOSES AS: MARSHALL TWP SEC 28 NE 1/4 LYING SLY OF MICHIGAN AVE EXC E 1018.09 FEET EXC N 685'.

EXCEPTIONS

- TERMS, COVENANTS, AND CONDITIONS OF MEMORANDUM OF OPTION SET FORTH AS LIBER 4657, PAGE 457 (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)
- RIGHT(S) OF WAY AND/OR EASEMENT(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED TO MICHIGAN BELL TELEPHONE COMPANY IN A DOCUMENT RECORDED AS LIBER 343, PAGE 48. (AFFECTS SUBJECT PARCEL - UNABLE TO DETERMINE LOCATION)
- TERMS, COVENANTS, AND CONDITIONS OF AFFIDAVIT SET FORTH AS LIBER 1243, PAGE 876. (AFFECTS SUBJECT PARCEL - BLANKET IN NATURE)
- TERMS, COVENANTS, AND CONDITIONS OF NOTICE OF CLAIM OF INTERESTS IN OIL AND GAS SET FORTH AS LIBER 1515, PAGE 488. (AFFECTS SUBJECT PARCEL - AS SHOWN)

NOTES

- THIS SURVEY WAS PREPARED USING CHICAGO TITLE INSURANCE COMPANY, TITLE COMMITMENT NO. 131195423CTM WITH AN EFFECTIVE DATE OF DECEMBER 8, 2022 AT 8:00 AM.
- THE LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS INSURED IN THE TITLE COMMITMENT AND ANY EXCEPTIONS HAVE BEEN NOTED HEREIN.
- SAID DESCRIBED PROPERTY IS NOT LOCATED WITHIN A 100-YEAR FLOOD PLAIN ZONE PER FLOOD INSURANCE RATE MAP NO. 26025C0220C WITH AN EFFECTIVE DATE OF APRIL 4, 2011, FOR COMMUNITY NUMBER 260642, IN CALHOUN COUNTY, STATE OF MICHIGAN, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- THERE IS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.
- THERE IS NO OBSERVED EVIDENCE OF PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, IF SUCH INFORMATION IS MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION. EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- THERE IS NO OBSERVED EVIDENCE OF PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES, AS SHOWN ON THIS SURVEY.
- THERE IS NO OBSERVED EVIDENCE OF THIS BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
- THERE IS NO OBSERVED EVIDENCE INDICATING ANY CEMETERIES ARE LOCATED ON THE PARCEL HEREIN DESCRIBED.

SURVEYORS CERTIFICATE

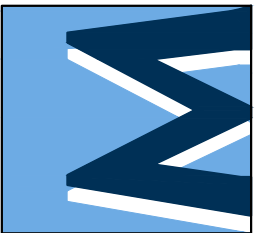
To: Michigan Economic Development Corporation, The Michigan Strategic Fund, Michigan Land Bank Authority, Marshall Area Economic Development Alliance, Chicago Title Insurance Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes items 2, 3, 4, 8, 13, 16, 17, 18, and 19 of Table A thereof, The fieldwork was completed on February 13, 2023

MIDWESTERN CONSULTING, L.L.C.

By:
Patrick L. Hastings, P.S. No. 37277

Date: February 17, 2023



CLIENT
CALHOUN COUNTY

CAROL HERMAN ALTA
ALTA/NSPS LAND TITLE SURVEY OF A PARCEL OF LAND
LOCATED IN THE NE 1/4 OF SECTION 28, T2S, R6W,
MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN

1

DATE: 2/17/2023	SHEET 1 OF 1
CADD: CLW	ENG: PLH
PM: PLH	TECH: PLH
22367-ALTA-C HERMAN-04	FILE

JOB No. 22367	REV. DATE
REVISIONS:	

**CITY OF MARSHALL – TOWNSHIP OF MARSHALL
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the ____ day of _____, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, the Marshall Area Economic Development Alliance, the owner of the property described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on April 21, 2023.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.

5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50th) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
 - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise of rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

By: _____
Derek N. Perry, City Manager

By: _____
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

By: _____
David Bosserd, Supervisor

By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)

)ss

COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by David Bosserd, Supervisory and Jeff Albaugh, Clerk of Marshall Township, on behalf of said Township.

Notary Public, Calhoun County, MI

My commission expires _____

SCHEDULE 1

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.

PARCEL 1:

A parcel of land in Section 19, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, described as follows: That part of the following described premises lying in Section 19: Commencing where Ceresco Road intersects Section line between Sections 29 and 30, running thence North on Section line to the Territorial Road (so called), Northwest in middle of said road about 60 rods, South to Ceresco Road, East to beginning, in Sections 19 and 30, Town 2 South, Range 6 West, to be taken off the East part of said description excepting therefrom, all that part of the above lying North of a line described as: Beginning at a point on the East line of said Section 19, distant 1099.09 feet South of the East 1/4 post of said Section, thence bearing North 77 degrees 50 minutes West in a straight line to the West line of the above described parcel and the end of said line.

Parcel Number: 13-16-190-006-01

PARCEL 2:

Commencing at the Northwest corner of Section 30, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan; thence East 80 rods; thence North 39-1/2 rods; thence West 80 rods; thence South to the place of beginning.

Parcel Number: 13-16-193-003-00

PARCEL 3:

A parcel of land in Section 19, Town 2 South, Range 6 West, described as follows: Start on the North bank of the Kalamazoo River at a point 10 rods East from the North and South 1/4 line of Section 30, Town 2 South, Range 6 West; go North on West line of land of D.H. Godfrey, (formerly) to the East and West 1/4 line of Section 19; go West to a point 80 rods East from the West line of said Section 19; go South to the North bank of the Kalamazoo River, go Easterly along North bank of Kalamazoo River to start. EXCEPTING the North 20 acres thereof. Also, EXCEPTING that portion of said land in Section 30, Town 2 South, Range 6 West.

Parcel Number: 13-16-193-006-00

PARCEL 4:

Part of the East 1/2 of Section 19, Town 2 South, Range 6 West, lying Southerly of Old US-12 Highway, described as beginning on the East & West 1/4 line at a point distant 165 feet East of the North & South 1/4 line, thence South to South Section line, thence East 1742.4 feet, thence North to old US-12 Highway right of way, thence Northwesterly along right of way to a point 165 feet East of the North & South 1/4 line, thence South 184.33 feet to beginning; EXCEPT beginning in the Northeast corner of said parcel, thence Northwesterly along the Southerly highway right of way line 1233.8 feet, thence South 22 degrees 31 minutes West 350 feet, thence South 67 degrees 29 minutes East 189.99 feet, thence South 12 degrees 35 minutes West 474.63 feet, thence South 87 degrees 01 minute East 655 feet, thence South 84 degrees 51 minutes East

534 feet, thence North 402.7 feet to beginning; ALSO EXCEPT Beginning in the center of old US-12 Highway 165 feet Southeasterly of the North & South 1/4 line, thence Southeasterly in highway 250.12 feet, thence South 22 degrees 31 minutes West 350 feet, thence North 67 degrees 29 minutes West 105.66 feet, thence North to beginning.

Parcel Number: 13-16-193-009-00

PARCEL 5:

A parcel of land in Section 30, Town 2 South, Range 6 West, described as: Beginning at a point 10 rods East of the center of Section 19, Township 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, running thence South 69.57 chains more or less to the center of Ceresco Road, thence East along the center of said road 26.40 chains, more or less, thence North 61.20 chains, more or less, to the Southerly line of the right of way formerly occupied by Michigan Traction Company, thence Northwesterly along said Southerly line of the right of way to the intersection thereof with the East and West 1/4 line of aforesaid Section 19, thence West to the place of beginning. EXCEPTING that portion of said land in Section 19, Town 2 South, Range 6 West.

Parcel Number: 13-16-300-006-00

PARCEL 6:

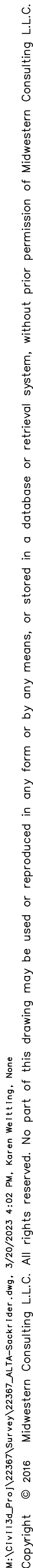
Beginning at the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 30, Town 2 South, Range 6 West, thence South to the Kalamazoo River, thence Southeasterly along said river to a point 165 feet East of the North & South 1/4 line, thence North to Section line, thence West to place of beginning. EXCEPT Beginning in the centerline of C Drive North 1893.5 feet East of the West Section line, thence North 501 feet, thence East 336.14 feet, thence South 501 feet, thence West 336.14 feet.

Parcel Number: 13-16-300-018-00

PARCEL 7:

Commencing at the Northwest corner of Section 30, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, thence East 80 rods, thence South to the line of the Michigan Central Railroad, thence along the line of said Michigan Central Railroad to the town line between Marshall Township and Emmett Township, thence North to the place of beginning.

Parcel Number: 13-16-300-021-00



The map shows a section of the Detroit area. I-94 runs horizontally across the top, and I-66 runs vertically on the right. A network of roads includes 11 Mile Rd., 12 Mile Rd., 13 Mile Rd., C Dr. N, B Dr. N, and A Dr. N running north-south. Michigan Ave. and Verona Rd. run diagonally from the top-right towards the bottom-left. The 'SITE' is indicated by a crosshair symbol and a curved arrow pointing to a location south of 13 Mile Rd. and east of C Dr. N.



811
 Now what's below.
 Call before you dig.

	EXIST. UTILITY POLE
	EXIST. OVERHEAD UTILITY LINE
	EXIST. AT&T LINE
	TELEPHONE RISER
	GUY WIRE
	CABLE TELEVISION RISER
	GAS LINE MARKER
	FIBER OPTIC MARKER
	POST
	FENCE
	SECTION CORNER
	FOUND IRON PIPE
	FOUND IRON ROD
	EXCEPTION EASEMENT

BASIS OF BEARINGS BASED ON GLOBAL POSITIONING SYSTEM OBSERVATIONS

- 1) THIS SURVEY WAS PREPARED USING CHGAL TITLE INSURANCE COMPANY, TITLE COMMITMENT NOS. 131-19745CM, REVISION 1 WITH AN EFFECTIVE DATE OF FEBRUARY 16, 2023 AT 8:00 A.M.
- 2) THE LEGAL DESCRIPTION DESCRIBES THE SAME PROPERTY AS INSURED IN THE TITLE COMMITMENT AND ANY EXCEPTIONS HAVE BEEN NOTED HEREIN.
- 3) SAID DESCRIBED PROPERTY IS NOT LOCATED WITHIN A 100-YEAR FLOOD PLAIN ZONE PER FLOOD INSURANCE RATE MAP NO. 26025-00602C WITH AN EFFECTIVE DATE OF APRIL 4, 2011, FOR COMMUNITY NUMBER 28862, IN CALHOUN COUNTY, STATE OF MICHIGAN, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- 4) THERE IS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS.
- 5) THERE IS NO OBSERVED EVIDENCE OF PROPOSED CHANGES IN STREET RIGHT OF WAY LINES. IF SUCH INFORMATION IS MADE AVAILABLE TO THE SURVEYOR BY THE CONTROLLING JURISDICTION, EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- 6) THERE IS NO OBSERVED EVIDENCE OF PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES, AS SHOWN ON THIS SURVEY.
- 7) THERE IS NO OBSERVED EVIDENCE OF THIS BEING USED AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.
- 8) THERE IS NO OBSERVED EVIDENCE INDICATING ANY CEMETERIES ARE LOCATED ON THE PARCEL HEREIN DESCRIBED.
- 9) PARCELS 16-190-006-011, 16-193-009-001, 16-193-006-001, 16-193-003-001, 16-300-021-001, 16-300-018-001 AND 16-300-006-001, COMBINED TOTAL OF 407.16 ACRES OF LAND.

To: Michigan Economic Development Corporation, The Michigan Strategic Fund, Michigan Land Bank Authority, Marshall Area Economic Development Alliance, Chicago Title Insurance Company;

MIDWESTERN CONSULTING, LLC

By: Patrick L. Hastings, P.S. No. 37277

Date: March 24, 2023

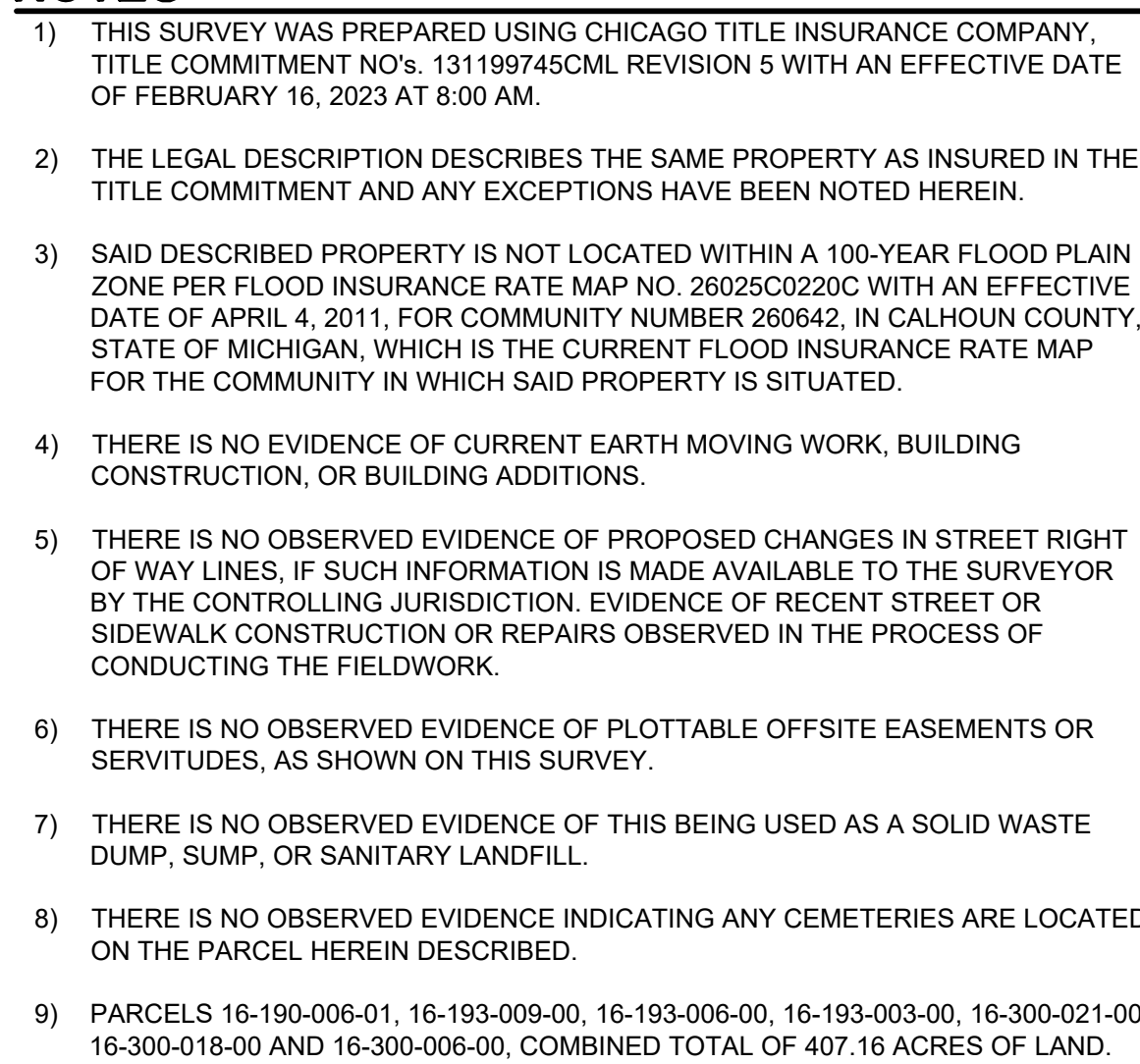
CLIENT
CALHOUN COUNTY

SACKRIDER FARMLANDS, LLC ALTA

LOCALITY: MARSHALL TOWNSHIP CALHOUN COUNTY MICHIGAN
 SECTION: 19 AND 30, T2S, R6W,
 TOWNSHIP: MARSHALL TOWNSHIP CALHOUN COUNTY MICHIGAN
 COUNTY: CALHOUN COUNTY MICHIGAN
 STATE: MICHIGAN

1

[illegible]



**City of Marshall
and
Marshall Township
Public Hearing Notices**

The City of Marshall City Council and Marshall Township Board will hold Public Hearings to hear public comment regarding Public Act 425 Land Transfers for the following properties:

- PA 425 Land Transfer of Parcel ID#16-290-021-01 (13580 13 Mile Rd.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-290-021-02 (13712 13 Mile Rd.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-290-021-03 (13996 13 Mile Rd.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-201-018-00 (13820 W. Michigan Ave.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-290-012-00 (13996 W. Michigan Ave.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-290-015-00 (14012 W. Michigan Ave.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-281-015-00 (Michigan Ave.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-281-015-03 (Michigan Ave.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-281-015-04 (Michigan Ave.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-290-021-05 (Bentley Boulevard) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-290-021-04 (13844 13 Mile Rd.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-281-015-01 (Michigan Ave.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-281-015-02 (Michigan Ave.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-281-015-05 (Michigan Ave.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-190-006-01 (E. Michigan Ave.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-193-003-00 (E. Michigan Ave.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-193-006-00 (E. Michigan Ave.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-193-009-00 (E. Michigan Ave.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-300-006-00 (E. Michigan Ave.) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID# 16-300-018-00 (E. Michigan Ave.) from Marshall Township to City of Marshall

- PA 425 Land Transfer of Parcel ID# 16-300-021-00 (E. Michigan Ave.) from Marshall Township to City of Marshall

Public hearings to hear public comment will be held at the Marshall Township Hall and the City of Marshall, as follows:

- The regular meeting of the Board of Trustees of Marshall Township on April 17, 2023 at 7:00 p.m. at the Marshall Township Hall, located at 13551 Myron Avery Dr, Marshall, MI 49068.

Any interested person is invited to attend the meeting to be held as noticed above. The Marshall Township Hall is barrier free and accessible to those with special needs. If you are unable to attend, written comments concerning the proposed amendments received before the close of the public hearing will also be considered. Written response can be sent to or hand delivered to the attention of the Marshall Township Board, Township Clerk, located at 13551 Myron Avery Dr, Marshall, MI 49068. Individuals with disabilities requiring auxiliary aids or services should contact the office of the Township Clerk at least four (4) days prior to the hearing, phone: 269-781-7976.

- The regular meeting of the City of Marshall City Council on April 17, 2023 at 7:00 p.m. at the Marshall County Building, 315 West Green Street, Marshall, Michigan in the Board of Commissioners Chambers Room 3-C08.

Any interested person is invited to attend the meetings to be held as noticed above. Marshall City Hall is barrier free and accessible to those with special needs. If you are unable to attend, written comments concerning the proposed amendments received before the close of the public hearing will also be considered. Written response can be sent to or hand delivered to the attention of the City of Marshall, City Clerk, located 323 W. Michigan Ave., Marshall, Michigan 49068. Please direct any questions to Derek Perry, 269-558-0315 or dperry@cityofmarshall.com.

The City of Marshall will provide necessary and reasonable auxiliary aids and services to individuals with disabilities at the hearing upon reasonable notice to the City Clerk of the need for the same. Individuals with disabilities requiring auxiliary aids or services should contact the office of the City Clerk at least four (4) days prior to the hearing. The City Clerk's Office can be reached at phone: 269-781-5183 or in-person at the location and times indicated below.

Copies of the Land Transfer requests may be obtained, inspected, or reviewed in the Office of the Marshall City Clerk, Monday-Friday, between the hours of 8:30AM-12:00PM and 1:00PM- 4:00PM. The Clerk's Office is located on the second floor of the Marshall City Hall, located at 323 West Michigan Avenue, Marshall, MI 49068.



ITEM 12.C

TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Kevin Maynard, Director of Electric Utilities
DATE: April 3, 2023
SUBJECT: **AMP SMART THERMOSTAT PROGRAM**

American Municipal Power, Inc., (AMP) is introducing a Community Energy Savings Smart Thermostat Program (Smart Thermostat Program) as a means for AMP member communities to reduce their capacity and transmission costs and to offer additional customer enhancement.

Under the Smart Thermostat Program, City of Marshall electric customers that have Smart Thermostats may voluntarily enroll in the program through EnergyHub, AMP's third-party Distributed Energy Resource Management System provider. The enrollment period is five years. Each participating customer receives a one-time \$55 Visa gift card as a financial incentive to join the program.

When a peak summer electric demand event is projected, AMP schedules participating thermostats to pre-cool customer residences, and then shut down or cycle on-off during the peak demand event. These operations are limited to a maximum of 15 times per year (although additional emergency events are allowed), which cannot exceed four hours per event. Smart Thermostat Program participating customers may opt out of the event interruption, without penalty, via the thermostat itself or using the thermostat original equipment manufacturer (OEM) app.

AMP will invoice the City \$80 per year for each customer that enrolls in the Smart Thermostat Program; however, communities authorizing participation in the program by April 3, 2023, will not be charged for the first year of the program. This reduces the total five-year cost per customer enrolled in the program from \$400 (\$80/customer/year multiplied by five years) to \$320, or an average of \$64 per year per customer.

Estimated capacity and energy savings under the program are projected to be approximately \$92/customer/year—\$84 in capacity savings and \$8 in transmission savings. This translates into avoided costs of \$460/customer over the five-year term in capacity/transmission costs, versus a \$320 Smart Thermostat Program expense, or a projected savings during the five-year agreement term of \$140/customer enrolled.

Assuming approximately 3,905 residential customers, if 1% of residential customers participate, projected savings over the five-year term (after subtracting program costs) equals \$5,460. If 2% participate, \$10,934; 5%, \$27,335; and 10%, \$54,670.

The City's responsibilities under the program are to pay the \$80/customer/year costs and to verify that customers asking to enroll in the program are City of Marshall electric customers. There is no minimum number of participating customers required.

Additional Smart Thermostat Program details are included in the attached PowerPoint presentation.

BUDGET IMPACT:

Smart Thermostat Program savings are projected to exceed program costs. Program participants will receive a \$55 Visa gift card, but program savings will be shared by all City of Marshall electrical customers. The sign up cost will be expended from the Energy Optimization expense line item 582-572-813 which has an unencumbered balance of \$31,994.

RECOMMENDATION:

Adopt Resolution 2023-12 and authorize the City Clerk to execute the attached Schedule to The Master Services Agreement Between AMP and the City of Marshall for Participation in the Community Energy Savings Smart Thermostat Program.

**CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2023-12**

**A RESOLUTION TO APPROVE THE EXECUTION OF A
SCHEDULE WITH AMERICAN MUNICIPAL POWER, INC. (AMP) FOR PARTICIPATION
IN THE COMMUNITY ENERGY SAVINGS SMART THERMOSTAT PROGRAM**

WHEREAS, the City of Marshall, Michigan ("Municipality") owns and operates an electric utility system for the sale of electric power and associated energy for the benefit of its citizens and taxpayers; and

WHEREAS, American Municipal Power, Inc. ("AMP") is an Ohio nonprofit corporation, organized to own and operate facilities, or to provide otherwise, for the generation, transmission or distribution of electric power and energy, or any combination thereof, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP members ("Members"), such Members, including Municipality, being, as of the date hereof, political subdivisions that operate, or whose members operate, municipal electric utility systems in Delaware, Indiana, Kentucky, Maryland, Michigan, Ohio, Pennsylvania, Virginia and West Virginia; and

WHEREAS, AMP and Municipality have entered into a Master Services Agreement, AMP Contract No. C-12-2005-4629, pursuant to which AMP provides certain services to Municipality as set forth in various schedules to the Master Services Agreement (the "Schedules"); and

WHEREAS, AMP and EnergyHub, Inc. ("EnergyHub") will enter or have entered into an agreement (the "EH Agreement") to provide Software as a Service ("SaaS") and program management services in order to provide a thermostat-based demand management program that has the advantages to participating AMP Members of economies of scale, mitigation of risk from local technology deployment and support, and reduced burden of ongoing support; and

WHEREAS, AMP and Municipality desire to enter into a Schedule ("Smart Thermostat Schedule"), under the MSA, which provides that AMP will obtain and sell to Municipality, and Municipality will agree to take and pay for the services which AMP will acquire through the EH Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL:

SECTION 1: That the Smart Thermostat Schedule between Municipality and AMP, substantially in the form attached hereto or on file with the Clerk, including Appendices thereto, are approved, and the City Manager of Municipality is hereby authorized to

execute and deliver the Smart Thermostat Schedule, with such changes as the City Manager may approve as neither inconsistent with this Resolution nor materially detrimental to the Municipality, his or her execution of the Smart Thermostat Schedule to be conclusive evidence of such approval.

SECTION 2. That the City Manager is hereby authorized to take any action necessary for Municipality to fulfill its obligations under the Smart Thermostat Schedule.

SECTION 3. That it is found and determined that all formal actions of this City Council concerning and relating to the passage of this Resolution were taken in conformance with applicable open meetings laws and that all deliberations of this City Council and of any committees that resulted in those formal actions were in compliance with all legal requirements including any applicable open meetings requirements.

SECTION 4. If any section, subsection, paragraph, clause or provision or any part thereof of this Resolution shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Resolution shall be unaffected by such adjudication and all the remaining provisions of this Resolution shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 5. That this Resolution shall take effect upon adoption by the City Council.

Resolution declared adopted this 3rd day of April 2023.

Michell Eubank, City Clerk

I, Michelle Eubank, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on April 3, 2023 and that the said meeting was conducted and that the minutes of the meeting were kept and will be or have been made available.

Michell Eubank, City Clerk

**SCHEDULE TO MASTER SERVICES AGREEMENT
BETWEEN
AMP AND THE CITY OF MARSHALL
FOR PARTICIPATION IN THE
COMMUNITY ENERGY SAVINGS SMART THERMOSTAT PROGRAM**

WHEREAS, the City of Marshall, Michigan (herein “Municipality”) owns and operates a municipal electric system that provides electric power and energy to its customers; and

WHEREAS, American Municipal Power, Inc. (“AMP”, and together with Municipality, the “Parties”) is a not for profit corporation that provides various services to its members, directly or indirectly through various affiliated entities; and

WHEREAS, Municipality is a member of AMP and has executed a Master Services Agreement with AMP, designated as Contract No. C-12-2005-4629 (the “Master Services Agreement”); and

WHEREAS, Municipality desires AMP to provide peak shaving services under its Community Energy Savings Smart Thermostat Program (the “Smart Thermostat Program”); and

WHEREAS, AMP has entered into an agreement (the “Vendor Agreement”) with EnergyHub, Inc. (“Vendor”) to provide Software as a Service (“SaaS”) and program management services in connection with the Smart Thermostat Program in order to provide a comprehensive program that has the advantages to participating AMP members of economies of scale, mitigation of risk from local technology deployment and support, and reduced burden of ongoing support; and

WHEREAS, AMP has provided the Municipality with a copy of the Vendor Agreement

NOW THEREFORE, this Schedule to Master Services Agreement (this “Schedule”) is hereby entered into as of this ____ day of _____, 20__ (the “Effective Date”) between Municipality and AMP, and the parties hereby agree as follows.

ARTICLE I. SERVICES

- A. For the term of this Schedule, AMP agrees to provide to Municipality, and Municipality agrees to take and pay for, the services set forth in Exhibit A, Scope of Services (the “Services”), attached hereto and incorporated by reference herein.
- B. The Services shall be completed in consultation with the Municipality, and the Services shall begin on a mutually agreeable date.
- C. AMP’s obligations to provide Services hereunder are contingent upon, and subject to, the delivery to AMP of Services by the Vendor, in accordance with the Vendor Agreement, or AMP’s ability to secure replacement Services in the event of a failure or inability to deliver or default by Vendor.

- D. AMP shall, in the event of a failure or inability to deliver or default by Vendor, and whether or not such failure or default leads to termination of the Vendor Agreement, in good faith use its best efforts to substitute for actual delivery replacement Services in a timely and reasonable manner.
- E. In addition to other terms defined elsewhere in this Schedule, the following terms, as used herein, have the following meanings:
- a. “Authorized Municipality User” means designated employees, agents, and contractors of Municipality who are authorized to use the Software provided by Vendor as part of the Services.
 - b. “Confidential Information” means scientific or business information, trade secrets or know-how, including software and related documentation, marketing, sales, operating, performance, cost, business and technical information, the Mercury Platform and related documentation, Personal Information, Program Materials, Platform-Generated Data, and enrollment and/or marketing processes used by Vendor to recruit and enroll customers in the program, in any form, tangible or intangible, which may be disclosed or otherwise made available to Municipality by either AMP or Vendor.
 - c. “Configuration Guide” means the working document completed by AMP and Vendor during the launch process. It captures program design, goals, incentives, eligibility rules, brand and marketing guidelines, and other program details, and may be updated over time.
 - d. “Customer(s)” means Municipality’s utility customers who are eligible to participate in and who agree in writing (including via electronic signature) to participate in the Smart Thermostat Program.
 - e. “Deliverable” means any work product or other item (whether tangible or intangible) created by Vendor or provided by Vendor to AMP or Municipality pursuant to this Schedule.
 - f. “Device Partners” means any third-party device manufacturer, connected-home security provider or other company that makes connected devices available to consumers through retail, trade, or other channels and whose devices are connected to the Vendor platform, subject to the terms and conditions contained in agreements between the Device Partner and Vendor.
 - g. “Firm Load Dispatch” means an optimization tool of the Mercury Platform which optimizes the load curve around a utility’s grid service objective, allowing for a more consistent result.

- h. “Marks” means trademarks, service marks, logos, trade names and other indicia of origin.
- i. “Mercury Platform” means Vendor’s distributed energy resource software provided as part of the Services.
- j. “Personal Information” means any information about an identified or identifiable individual or information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual, this includes names, email addresses, postal addresses, telephone numbers, government identification numbers, financial account numbers, payment card information, credit report information, biometric information, online identifiers (including IP addresses and cookie identifiers), network and hardware identifiers, and geolocation information, and any information that constitutes “personal data” within the meaning of (i) the GDPR; and, (ii) any other applicable data protection laws or regulations modeled on the GDPR. As used herein, “GDPR” means the General Data Protection Regulation (EU) 2016/679 on data protection and privacy for all individuals within the European Union (“EU”) and the European Economic Area (“EEA”).

“Platform Generated Data” means usage, savings, load and other data generated in connection with Municipality’s use of the Mercury Platform and any Customers’ participation, including Personal Information collected from or about a Customer when such Customer enrolls in the Smart Thermostat Program.

- k. “Program Materials” means marketing materials, project plans, documentation on automated verification, and program documentation created or developed by Vendor.
- l. “Software” means any Vendor proprietary software used in connection with the Smart Thermostat Program, including the Mercury Platform, firmware, and third-party software embedded in any of the foregoing.

ARTICLE II. OWNERSHIP OF DELIVERABLES

- A. Exclusive of Municipality Marks, which will remain owned by Municipality, Municipality is not acquiring a copyright, patent, trade secret or other intellectual property or proprietary right in the Mercury Platform, Deliverable, or in any data, modifications, customizations, enhancements, changes or work product related thereto.
- B. Vendor owns and will own all right, title, and interest to the Deliverables (other than Municipality’s Marks), and Municipality will execute and deliver to Vendor any documents reasonably necessary to vest in Vendor all right, title and interest therein. Municipality grants to AMP the limited right to use its Marks solely to the extent necessary to provide the Deliverables as contemplated by this Schedule and the Vendor Agreement.

ARTICLE III. STANDARD OF CARE AND LIABILITY

- A. The standard of care for all services performed or furnished by AMP under this Schedule will be the care and skill ordinarily used by professionals practicing under similar conditions at the same time and in the same locality as services performed pursuant to this Schedule. AMP shall not be responsible for the accuracy or completeness of (a) any information reported or supplied by Municipality to Vendor in accordance with the Vendor Agreement or (b) any reports derived from any inaccurate or incomplete information reported or supplied by Municipality pursuant thereto.
- B. In connection with the Services, AMP shall use reasonable diligence in assuring the software provided in connection with the Services sufficiently performs in accordance with applicable industry standards.
- C. Exhibit B attached hereto sets forth Vendor-provided service levels and credits and warranties. In the event of termination of the Vendor Agreement, AMP shall use reasonable diligence to procure from the replacement vendor(s) warranties and/or service level credits for the Services performed by such vendor(s) that provide Municipality with benefits no less favorable than those described in Exhibit B.

To the extent permitted, AMP will assign to Municipality all Vendor or other third-party warranties, guarantees and service level credits related to the Services. If AMP is not permitted to assign such warranties, guarantees and service level credits, it will otherwise provide to Municipality the financial benefit thereof. However, AMP does not warrant or guarantee any specified level of performance with respect to the Services beyond the warranties and performance guarantees AMP receives from Vendor and assigns to the Municipality. If the Services fail or are rendered partially or completely inoperable for any reason whatsoever, except to the extent caused by AMP's willful, wanton or intentional acts or omissions or recklessness, AMP shall not be liable for damages caused thereby to Municipality and such events shall not constitute a breach of AMP's obligations under this Schedule. In the case of a material Vendor default, AMP shall promptly exercise its rights under the Vendor Agreement, or otherwise under the law, for the benefit of Municipality, provided that out-of-pocket costs and expenses associated with AMP's exercise of such rights will be at Municipality's expense.

- D. The Vendor is contractually required to meet the insurance requirements set forth in Exhibit C.
- E. Notwithstanding anything in the foregoing, AMP's liability for any injury or damage that is caused by the actions or omissions of AMP in the provision of any Services is limited to the limits of applicable insurance, excluding umbrella coverage, maintained by AMP, irrespective of whether such damages arise out of negligence, gross negligence, recklessness, intentional acts or omissions, or strict liability, and irrespective of whether the theory of recovery of such damages sounds in tort, contract, or any other legal theory. In the event that AMP does not maintain insurance applicable to the aforementioned injury or damage, AMP's liability shall be limited to two times (2x) the amount paid for the Services hereunder, or \$50,000, whichever is greater. This Article III.E shall survive the voluntary or involuntary termination of the Master Services Agreement, this Schedule, or any extension of either. This Article III.E does not limit or modify in any way Vendor's indemnification obligations found in Section 8.1 of the Vendor Agreement.

ARTICLE IV. MUNICIPALITY'S RESPONSIBILITIES

- A. Municipality shall designate in writing an employee of Municipality to act as Municipality's representative with respect to its responsibilities and the Services (the "Municipality Representative"). Such person shall have complete authority to transmit instructions, receive information, and interpret and define Municipality's policies and decisions with respect to the Services. The Municipality Representative shall attend any kickoff, progress and other related meetings.
- B. Municipality shall provide information, comments and approvals as required in a timely manner to AMP and/or Vendor when such input is necessary for AMP and/or Vendor to perform the Services. The Municipality Representative shall give prompt written notice to AMP whenever he or she observes

or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of the Services or any defect or nonconformance in the Services, or in the work of Vendor or other contractor pursuant to this Schedule. Municipality shall reasonably cooperate with AMP in such a manner as to facilitate AMP's performance of its obligations under the Vendor Agreement.

- C. As noted above, Municipality has been provided with a copy of the Vendor Agreement. Municipality covenants and agrees that Municipality shall comply with all terms and conditions set forth in the Vendor Agreement, insofar as those terms and conditions apply to Municipality.
- D. In accordance with Vendor requirements, Municipality shall be solely responsible for any data relating to Customers provided by Municipality or an Authorized Municipality User to Vendor or the Software (the "Customer Data"). Municipality shall be solely responsible for ensuring compliance with any applicable laws or regulations regarding the use, security, or disclosure of Customer Data. Municipality represents and warrants that: (a) every Customer or Participant for whom Municipality or an Authorized Municipality User provides an email address to Vendor has consented to receive messages from Municipality and its agents in connection with the Services; (b) the Customer Data and any other information, data or material provided by Municipality or an Authorized Municipality User will not (i) infringe or violate any intellectual property right, proprietary right or trade secrets, rights of publicity or privacy, or any law or regulation, or (ii) contain any viruses, code, or programming routines intended to damage, copy, intercept, or misappropriate any system, data, or personal information, or damage or impair the operation of the Software; (c) Municipality shall not use the Mercury Platform (as defined in the Vendor Agreement) in a manner that violates any federal, state, provincial, or local law or regulation relating to individual privacy or the distribution of email and other marketing communications, including, without limitation, the CAN-SPAM Act and the Telephone Consumer Protection Act of 1991 ("TCPA").
- E. Municipality will not, will not attempt to, and will not allow any Authorized Municipality User to: (i) interfere in any manner with the operation of the Mercury Platform or the hardware or network used to provide the Mercury Platform; (ii) copy, modify, alter, or make derivative works based on any part of the Mercury Platform or any associated software, documentation, or the Program Materials; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from any component of or devices connected to the Mercury Platform or any associated software or web services or permit a third party to do any of the foregoing; (iv) sublicense, assign, sell, or lease to, or otherwise allow, any person other than an Authorized Municipality User to access the Mercury Platform; (v) use the Mercury Platform for purposes of providing third-party hosting or third-party application integration, service bureau, subscription or application service provider-type services; (vi) disclose to any third party the performance measures of the Mercury Platform or benchmark tests or other comparisons of the Mercury

Platform with other services or software; (vii) remove or alter any proprietary or other notice, legend or symbol on or embedded in the Mercury Platform or any associated software, documentation or Program Materials; (viii) install monitoring software or other automated monitoring mechanisms to access the Mercury Platform for benchmarking or competitive purposes; or (ix) use the Mercury Platform, any Program Materials, or any documentation or Municipality's access to any of the foregoing to design, build, market, or sell any similar, competitive or substitute service.

- F. Municipality will designate certain of its employees, agents, and contractors as Authorized Municipality Users. An Authorized Municipality User account is not permitted to be shared among users. Each Authorized Municipality User will be assigned a unique user identification name and password for access to and use of the Mercury Platform ("Credentials"). Municipality is solely responsible for all activities that occur under Municipality's Authorized Municipality User accounts. Municipality shall use commercially reasonable efforts to ensure that its Authorized Municipality Users are responsible for maintaining the security and confidentiality of their Credentials, and to prevent unauthorized access to or use of the Mercury Platform. Municipality shall notify AMP promptly upon becoming aware of any unauthorized use of Credentials.
- G. Municipality shall take reasonable and appropriate steps to protect the security, privacy and confidentiality of Customer information ("Safeguards") and ensure that its data use policies comply with applicable law and this Schedule, including, without limitation, compliance with Criteria Common to Security Principles (SSAE16): Group1: CC 1.1 - 1.4; Group 2: 2.1 - 2.6; Group 3: 3.1 - 3.2; Group 4: 4.1; Group 5: 5.1 - 5.8; Group 6: 6.1, 6.2; and Group 7: 7.1 - 7.4. Furthermore, Municipality shall allow Vendor (either directly or through a third party subcontractor) to conduct a security audit to determine whether Municipality's Safeguards comply with applicable law and SSAE16 provided above, and shall permit Vendor to share the findings of such security audits or reports with Vendor's connected device providers (and their respective auditors) who require evaluation of utility security procedures. Upon request, Municipality will comply with the policies of a connected device provider relating to Protected Information that are provided to Municipality. If a material flaw in Municipality's Safeguards is found, Municipality's access to the Mercury Platform may be suspended or terminated upon immediate written notice.
- H. Municipality shall not use Platform-Generated Data for any purpose (including any internal analytics not directly related to the Services), except (i) to assist Vendor in accessing, retrieving, storing, copying, creating derivative works of, and otherwise using Platform-Generated Data in connection with developing, analyzing, testing, maintaining, improving, modifying, distributing, providing, making available and/or otherwise commercializing Vendor's products and services; (ii) to assist Vendor in the adjustment of a Customer device; (iii) for verification of Customer eligibility for and enrollment in the

Smart Thermostat Program; (iv) for verification of Customer eligibility for a program participation incentive; (v) as required to meet regulatory or other legal requirements evidenced by reasonable documentation; and (vi) as approved by such connected device provider on a case-by-case basis, non-marketing communications directly to Customers about the Smart Thermostat Program.

- I. Municipality will use commercially reasonable efforts to retain only the minimum amount of non-anonymized Platform-Generated Data necessary to meet the relevant purposes of this Schedule. For the avoidance of doubt, Municipality will not, except as to the extent legally permitted, retain or store a Customer's non-anonymous Platform-Generated Data for any purpose beyond (i) one year from the date Municipality received such Customer's Platform-Generated Data or (ii) the date the Customer opts out of the Smart Thermostat Program, whichever period is longer. Municipality's Customer Data is not subject to the preceding limitation on data retention.
- J. Municipality shall not, and may not permit any third party to, use Personal Information for any purpose not expressly approved in this Schedule, including (without limitation): (a) to share Personal Information with third parties, including without limitation data brokers, advertisers or advertising networks for any purpose; (b) to evaluate any Customer or their property individually or in aggregate for insurance or other financial products and services; (c) for marketing purposes; (d) to develop, create or improve another product, service or feature; (e) to develop, create or train any algorithms or machine learning models; (f) to create reporting or insights for other entities without Vendor's advance written permission; or (g) for any purpose beyond the specific permissions granted by the Customer and as otherwise permitted by this Schedule and applicable laws.

ARTICLE V. AMP'S RESPONSIBILITIES

- A. AMP shall designate in writing an employee of AMP to act as AMP's representative with respect to its responsibilities and the Services (the "AMP Representative"). Such person shall have authority to transmit instructions, receive information, and relay AMP's policies and decisions with respect to the Services. The AMP Representative will attend kickoff, progress and other related meetings on an as-needed basis.
- B. The AMP Representative shall give prompt written notice to Municipality whenever he or she observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of the Services or any defect or nonconformance in the Services, or in the work of any Vendor or other contractor pursuant to this Schedule.

ARTICLE VI. CONFIDENTIALITY AND PUBLICITY

- A. Except as otherwise expressly permitted herein or as may be required by applicable public records law, Municipality agrees to maintain all Confidential Information in strict confidence and exercise the same degree of care it employs in protection of its own Confidential Information from accidental or inadvertent disclosure, but in no event less than a reasonable degree of care, and will neither disclose nor use such Confidential Information other than as expressly permitted by this Schedule. Furthermore, Municipality recognizes that information exchanged pursuant to this Schedule may be proprietary, trade secret and/or confidential and agrees, to the extent consistent with law, to treat the same as such.
- B. This Schedule will not affect Municipality's rights to use or disclose information that: (1) is or may hereafter be publicly available through no wrongful act of Municipality; (2) Municipality can show by its written records predating such disclosure that such information was known on a non-confidential basis by Municipality prior to the disclosure; (3) Municipality can prove by written records to have been lawfully disclosed on a non-confidential basis to Municipality by a third party subsequent to disclosure; or (4) which is independently developed by or for Municipality without reference to or use of the Confidential Information.
- C. Except as may be prohibited by applicable public records law, in the event that a third party seeks to compel disclosure of Confidential Information from Municipality by judicial, governmental or administrative process, requirement or order, Municipality shall promptly notify the disclosing party of such occurrence and furnish to the disclosing party a copy of the demand, summons, subpoena or other process served upon Municipality to compel such disclosure, so that the disclosing party may seek a protective order or other appropriate remedy or waive compliance with the terms of this Agreement, or both. In the event that AMP waives compliance with the terms of this Schedule, a protective order is not obtained, the disclosing party otherwise fails or refuses to contest such a third-party disclosure demand, or a final judicial order is issued compelling disclosure of Confidential Information by Municipality, then Municipality must provide only that limited portion of the Confidential Information that it is advised by opinion of counsel it is legally required and to exercise reasonable efforts to obtain confidential treatment for that Confidential Information. Notwithstanding the foregoing, if any Confidential Information is required to be disclosed pursuant to this section, such Confidential Information shall otherwise for all other purposes remain Confidential Information subject to the confidentiality obligations set forth herein. Furthermore, if Municipality is required by operation of law to file this Schedule or other Confidential Information with regulatory authorities or others, Municipality shall immediately notify AMP of such disclosure requirement (if permitted by applicable law) and use its best efforts to have this Schedule or Confidential Information kept confidential.

- D. Except as expressly authorized in this Schedule, Municipality shall not (a) use the name, service mark, trademark, trade name, logo, or trade dress of Vendor; or (b) refer to Vendor in connection with any advertising, promotion, press release or publication, unless it obtains AMP's prior written approval.

ARTICLE VII. FEES AND EXPENSES

- A. AMP shall be compensated for the Services in accordance with the Fee Schedule as set forth in Exhibit D.
- B. All other provisions and terms for billing and payment for services rendered under this Schedule shall be governed by the Master Services Agreement.
- C. Termination of this Schedule shall not relieve Municipality of its obligation to pay any fees set forth in Exhibit D.

ARTICLE VIII. TERM

- A. The term of this Schedule shall begin upon execution of this Schedule by the Parties and continue until April 1, 2028 (the "Initial Term"). After the Initial Term, this Schedule shall renew for consecutive one (1) year terms until either party notifies the other in writing, no less than sixty (60) days prior to the end of the then-current term, of its intent not to renew. Pricing for any renewal term shall be established by agreement of the Parties prior to the commencement of such renewal term.

ARTICLE IX. TERMINATION

- A. Either party may terminate this Schedule (a) if the other party materially breaches any term in this Schedule and the breach is not cured within thirty (30) days of the date the non-breaching party provides written notice to the breaching party identifying the breach; or (b) upon the happening of any of the following or any other similar event: (i) insolvency of the other party; (ii) filing of any petition by or against the other party under any bankruptcy, reorganization or receivership law; (iii) execution of an assignment for the benefit of creditors; or (iv) appointment of any trustee or receiver of the other party's business or assets or any part thereof, unless such petition, assignment or appointment is withdrawn or nullified within fifteen (15) days of such event.
- B. Upon termination of this Schedule for any reason, Municipality shall, and shall ensure that all Authorized Municipality Users, immediately cease using the Mercury Platform, the Program Materials, and any Vendor provided documentation.

ARTICLE X. MODIFICATION

- A. Modifications to this Schedule may, from time to time, be necessary. In the event either party believes such a modification is required, both Parties agree to negotiate any such modifications in good faith. This Schedule may only be amended, supplemented, modified, or cancelled by a duly executed written instrument.

ARTICLE XI. NOTICES

- A. All notices shall be in writing and provided by either (i) overnight courier or hand delivery to an authorized representative of the party to whom directed; (ii) certified or registered mail, postage prepaid and return receipt requested; or (iii) e-mail to the address of the party shown below.

MUNICIPALITY:

Email: _____

AMERICAN MUNICIPAL POWER, INC.:

American Municipal Power, Inc.
1111 Schrock Road, Suite 100
Columbus, Ohio 43229
Attn: General Counsel
Email: legalnotice@ampppartners.org

- B. Notice sent by registered or certified mail shall be deemed to have been given by either party to the other party upon the date received or rejected by the other party, as shown in the Post Office receipt, or if hand delivered, upon the date of receipt thereof by such other party. A notice sent by email will be deemed to have been received on the date the email is sent, unless the sender receives a delivery failure notification indicating that the email has not been delivered to the recipient.

ARTICLE XII. MISCELLANEOUS

- A. It is recognized by Municipality that AMP, in undertaking or causing to be undertaken the administration of the Smart Thermostat Program, must comply with the requirements of the Vendor Agreement and other related agreements; it is therefore agreed that this Schedule should be construed in a manner consistent with compliance with the provisions of all such agreements.
- B. Any provision or part of this Schedule held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that the Schedule shall be reformed to replace such stricken provision or part thereof

with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- C. This Schedule, including the Exhibits attached hereto, together with the Master Services Agreement, constitutes the entire agreement between Municipality and AMP relating to the Services and supersedes all prior written or oral understandings, which shall terminate upon the effectiveness of this Schedule.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties warrant and represent that all actions and authorizations necessary to authorize them to affix their signature to this Schedule have duly occurred and that they have been duly authorized to execute this Schedule on behalf of their respective party, and hereto have executed this Schedule to be effective as of the Effective Date.

CITY OF MARSHALL

By: _____

Title: _____

APPROVED AS TO FORM

Municipal Legal Advisor

AMERICAN MUNICIPAL POWER, INC.

By: Jolene Thompson
President/CEO

APPROVED AS TO FORM

Rachel Gerrick
Senior Vice President & General Counsel
for Corporate Affairs

EXHIBIT A – SCOPE OF SERVICES

AMP will deploy a Bring Your Own Thermostat (“BYOT”) load control program where Municipality’s customers purchase and install devices from select Device Partners on their own and register those devices into the AMP Community Energy Savings Smart Thermostat Program. As used in this SOW, a “Device Partner” is a third-party thermostat manufacturer, connected-home security provider or other company that makes connected devices available to consumers through retail, trade, or other channels where these devices are connected to the EnergyHub platform.

AMP will utilize EnergyHub’s Mercury Platform and BYOT program Services to deploy the Program, including technical integration of devices with EnergyHub’s platform, contracting with Device Partners, marketing, customer enrollment and management of load control events.

1. EnergyHub Responsibilities

1.1. Mercury Platform

1.1.1. EnergyHub will provide the Mercury Platform to operate a BYOT program that is open to all Device Partners. EnergyHub’s Mercury Platform features are outlined below.

1.1.2. Enrollment – Municipality customers with eligible devices enroll in the program via the following steps:

1.1.2.1. Customer application information will be collected through the Device Partner web or mobile application enrollment experience to verify eligibility for the Program.

1.1.2.2. EnergyHub, in conjunction with its Device Partners, will ensure that each participating customer accepts AMP’s program terms, which set forth the applicable incentives payable to its customers.

1.1.2.3. The enrollment module will allow Municipality to verify the eligibility of customers applying to the program.

1.1.2.4. EnergyHub will work with AMP and Municipality to implement EnergyHub’s data exchange process to:

- 1.** enable the Automated Enrollment Verification (AEV) feature of the Mercury Platform. AMP will help define business rules for matching incoming applications to verified Municipality customer records.

EnergyHub will ingest data files from Municipality individually to enable AEV, if required. AMP and Municipality will utilize EnergyHub’s required Automated Enrollment Verification (AEV) specification.

- 2.** enable Municipality to process enrollments in a mutually agreed upon process.

1.1.3. Load control - The Mercury Platform includes load control capabilities that AMP will leverage to dispatch demand response (DR) signals to internet-connected devices via EnergyHub’s Device Partners, including the following features:

1.1.3.1. Ability to schedule and execute DR events on devices enrolled in the program on an ad-hoc basis.

1.1.3.2. Ability to schedule and execute saved DR event strategies, where event parameters have been pre-configured and saved by AMP staff.

1.1.3.3. Ability to track DR event performance in near real-time via the DR event dashboard.

1.1.3.4. Ability to run DR events using the Firm Load Dispatch load shaping feature.

1.1.3.5. Device Partners may require a minimum number of devices to execute an event.

1.1.4. Data and reporting - The Mercury Platform captures near real-time data from Device Partners and will make that data available to AMP and AMP will provide to Municipality for program management and

reporting purposes. This includes:

- 1.1.4.1.** Reporting to track and manage device enrollment.
 - 1.1.4.2.** Access to near real-time data showing connectivity status and usage across devices via the Home screen in the Mercury Platform.
 - 1.** For thermostats, data collected includes HVAC mode and state, runtime, connectivity, event participation, indoor and outdoor temperature.
 - 1.1.4.3.** Measurement and verification capability to verify load shed following load control events.
 - 1.1.4.4.** Event summary reports, including load shed results and other summary participation statistics at the portfolio level (e.g. community, zip code, transmission zone, entire program).
 - 1.1.4.5.** Event participation reports, including usage, participation status, and other relevant data at the individual customer level.
 - 1.1.4.6.** Device interval reports, showing 15-minute interval usage data for enrolled devices during and outside load control events.
 - 1.1.4.7.** Ability to download data and reports for analysis.
- 1.1.5.** Device Partner limitations – specific functions, features, and data/reporting may not be supported across all Device Partners.
- 1.2.** Marketing
- 1.2.1.** The BYOT program will be marketed and run as one program; all program parameters will remain consistent across AMP's Members.
 - 1.2.2.** EnergyHub will lead marketing efforts to recruit customers into the BYOT program. All marketing activities will be subject to AMP approval. AMP will coordinate with Municipality and other Municipality Participants to finalize marketing activities. Marketing will be comprised of the following:
 - 1.2.2.1.** BYOT marketing will include digital outreach from Device Partners through email and/or in-app notifications to customers who have already purchased and installed connected devices.
 - 1.2.2.2.** EnergyHub will provide AMP with a portfolio of all Device Partner marketing collateral templates with core messaging. AMP may request modifications to the core messaging before it is finalized and will provide drafts for Municipality review. Marketing collateral templates will allow for copy edits to sections identified as customizable only, while page designs and layouts are final. EnergyHub will only use marketing with core messaging that has been approved by AMP. Once core messaging is approved by AMP, EnergyHub may deploy approved marketing collateral without seeking additional approval.
 - 1.2.2.3.** EnergyHub will provide a Community Energy Savings Smart Thermostat program branded microsite to drive enrollment. The microsite is based on an existing template and changes can only be made to customizable sections. The microsite will provide basic program information and direct interested customers to either an enrollment page or a store/marketplace for their preferred device manufacturer.
 - 1.2.2.4.** Marketing materials will be integrated with the Community Energy Savings Smart Thermostat Program brand and name where applicable. Some Device Partner marketing may not support inclusion of the program brand or name; however, AMP will still review and approve these collateral templates.
 - 1.2.2.5.** EnergyHub's marketing actions may include using analytics and segmentation to drive messaging if appropriate data is available. To support this, Municipality may choose to provide EnergyHub

with relevant information, such as email, customer usage, demographic, and household profile data to help facilitate segmentation and targeting.

- 1.2.2.6.** EnergyHub will provide support to help with Program-specific messaging for the Community Energy Savings Smart Thermostat Program customer-facing website and other Municipality-owned assets, such as bill inserts, bill messages, direct mail, or other outreach.
- 1.2.2.7.** Subject to AMP approval, EnergyHub may use incentive programs including sweepstakes, gift cards, and other prizes deemed necessary to drive enrollments.

1.3. Other Program Services

1.3.1. Program management – EnergyHub’s Client Success team will manage the implementation and delivery of the Program.

- 1.3.1.1.** EnergyHub and AMP will meet regularly during the course of the Program, with standing quarterly meetings to discuss program planning and progress.
- 1.3.1.2.** Prior to each program season, EnergyHub will lead an in-depth season preparation meeting with the AMP team.
- 1.3.1.3.** Following each program season EnergyHub will lead an end-of-season review meeting with AMP and Municipality, where EnergyHub will provide a post-season evaluation deck summarizing event performance, event participation, progress against approved success criteria defined at the outset of the Program, customer support metrics, lessons learned, and recommendations for subsequent program seasons (e.g., changes to program design, terms and conditions, eligibility requirements).
- 1.3.1.4.** Once per year, EnergyHub will provide a summary report of customer feedback on the Program. Based on the timing of customer surveys, customer feedback data may be provided following the end-of-season review meeting. Prior to the issuance of any customer survey, EnergyHub shall provide AMP with a copy of the intended survey for AMP and Municipality’s review and approval (such approval shall not be unreasonably withheld, conditioned or delayed).

1.3.2. Device Partner management - EnergyHub will work with the AMP to identify device manufacturers and service providers who are interested in becoming Device Partners in the Program.

- 1.3.2.1.** EnergyHub will contract directly with and manage all relationships with all Device Partners. Upon payment from AMP, EnergyHub will manage required payments to Device Partners.
- 1.3.2.2.** EnergyHub will provide a certification process and standard set of APIs to allow Device Partners to join the program and integrate with the Mercury Platform. This may include publishing a set of technical requirements and economic incentives for Device Partner participation. EnergyHub reserves the right to manage these Device relationships following this model in a fashion that does not mirror existing Device Partner relationships.
- 1.3.2.3.** Addition of new Device Partners will only be pursued if mutually agreed to between EnergyHub and AMP, and documented via written approval.

1.3.3. Customer support - EnergyHub will provide email-based support for all Program-related inquiries, and direct customers to Device Partner support for technical device-related questions.

- 1.3.3.1.** EnergyHub will work with AMP to create a customer service triage plan that defines roles and responsibilities across EnergyHub support, AMP support, Municipality support, and Device Partner support. As part of the triage plan, EnergyHub and AMP will define program messaging and escalation processes for incoming customer inquiries related to incentives, device technical and connectivity issues, and other program questions.

- 1.3.3.2.** EnergyHub will support AMP in the development of call center training materials for Municipality, if needed.
- 1.3.3.3.** EnergyHub will provide an FAQ page to reduce support inquiries by providing information on key program questions.
- 1.3.3.4.** program marketing and enrollment materials will direct customers to contact EnergyHub directly by providing a customer support email address. Note that the “reply to” address for customer communication emails sent by EnergyHub are not customizable.
- 1.3.4.** Incentive processing – EnergyHub will manage enrollment incentives.
 - 1.3.4.1.** EnergyHub will provide AMP with enrollment incentive files (“EIF”) on a bi-weekly basis via EnergyHub’s SFTP site on a periodic basis for Municipality approval. The EIF will include a list of participants who have enrolled since the previous EIF and their corresponding incentive payment amount.

2. AMP Responsibilities

- 2.1.** AMP representative will lead program management and assist in coordination between EnergyHub, AMP, and Municipality.
- 2.2.** AMP will work with EnergyHub to define necessary customer data and data exchange process to create a seamless enrollment experience. AMP will assist EnergyHub in creating an enrollment experience that does not require customer account number as part of customer validation.
- 2.3.** AMP and Municipality will support EnergyHub’s marketing activities by completing the following:
 - 2.3.1.** AMP and Municipality will provide timely feedback to EnergyHub on any launch and/or marketing materials that require approval (e.g. core messaging).
 - 2.3.2.** Municipality will market the BYOT program . Channels may be physical or digital and could include bill inserts, email, or in-market promotion.
 - 2.3.3.** Municipality will market the program via customer-facing website including the Municipality homepage and a designated page specific to the BYOT Program.
 - 2.3.4.** Municipality may choose to provide EnergyHub with contact information in the form of email addresses for eligible customers to enable successful program marketing.
 - 2.3.5.** AMP and Municipality will provide logo and usage guidelines for EnergyHub’s use in developing co-branded materials.
 - 2.3.6.** AMP will provide program details relevant to marketing collateral development at EnergyHub’s request.
- 2.4.** Municipality will verify customer eligibility based on information supplied by customer via the enrollment module and/or Municipality source information.
- 2.5.** AMP will provide EnergyHub with necessary information regarding the load control program (i.e., number and frequency of events, size of customer rebate) to facilitate Device Partner onboarding and customer enrollment.

- 2.6. Device Partners will require AMP and Municipality to comply with Device Partner data security requirements to include Device Partner devices in the Program. AMP will work with EnergyHub to ensure compliance. If AMP and Municipality is unwilling to comply, Device Partner may remove their devices from the Program.
- 2.7. AMP will fund and fulfill the enrollment incentive needed to acquire and retain BYOT customer participation.
 - 2.7.1. Municipality will be responsible for the accuracy of the contents of each approved EIF.
- 2.8. Should AMP and/or Municipality develop a public report on any aspect of the BYOT Program, AMP and/or Municipality will share the results and report draft with EnergyHub at least two (2) weeks prior to publishing. EnergyHub will verify accuracy and appropriate usage of customer data. Any BYOT Program-centric report or publication shall be released in accordance with EnergyHub's contractual agreement with its Device Partners. All published reports shall be made available to EnergyHub.

3. Project Timeline

Program activities and deliverables are specified below with timing tied to the date of the program kickoff meeting (to be mutually agreed to by the Parties). On-time completion requires that all interim steps happen as scheduled.

Milestones	Description
Kickoff Meeting + 10 days	AMP in partnership with participating Municipalities delivers all program design information, messaging, and branding assets
Kickoff Meeting + 20 days	EnergyHub delivers core messaging package for approval
Kickoff Meeting + 30 days	AMP reviews with participating Municipalities and provides feedback and approval on core messaging
Kickoff Meeting + 50 days	EnergyHub delivers program collateral materials based on approved core messaging
Kickoff Meeting + 70 days	Final approval from AMP and all data submitted to EnergyHub
Kickoff Meeting + 120 days	Program launch

4. Assumptions and Dependencies

- 4.1. EnergyHub's performance under this Schedule is contingent on the following:
 - 4.1.1. AMP timely delivery of its input, approvals, data, materials, information, or deliverables, as applicable, including without limitation, the deliverables set forth in Section 2 AMP Responsibilities;
 - 4.1.2. A mutual agreement between AMP, EnergyHub and AMP's participating members on the form of program enrollment agreement that Customers will be required to accept in order to enroll in the program.
 - 4.1.3. Each Device Partner's timely performance of its respective obligations in connection with the program launch; and
 - 4.1.4. Each Device Partner's devices functioning properly and communicating with the Mercury Platform as required to perform as anticipated in connection with the Program.

- 4.2. Neither (a) Amazon Web Services, Inc. (“AWS”), which provides hosting services to EnergyHub for the Mercury Platform, nor (b) the Device Partners, will be deemed to be EnergyHub’s subcontractors for the purpose of this SOW.
- 4.3. Each party shall promptly inform the other party if it becomes aware of any breach of this SOW, or the existence of any circumstance that may impede EnergyHub’s performance under the SOW, as set forth in Section 2, in which case the Parties agree to work in good faith to address any such circumstance, including by amending the Parties’ obligations under this Schedule, as needed.

5. Initial Program Design

- 5.1. All information in the program design table will be discussed and agreed upon between AMP and EnergyHub in the Configuration Guide. Any and all future changes to program design parameters will be captured and documented in the Configuration Guide and will not require an amendment to the Schedule.

Program Parameter	AMP Defined Program Parameter
Length of Season	5 months, of each year during the Term
Season Dates	May 1 - September 30, of each year during the Term
Number of events per season	15 maximum
Event parameters	Event window: 1-7 pm local time on non-holiday weekdays Event duration: 4 hours maximum Participation: Opt-outs permitted Max number of days with consecutive events: 3 AMP is permitted to call events outside the above parameters during times of emergency peak conditions.
Customer eligibility criteria	Working central A/C and connected thermostat
Program name and messaging	Community Energy Savings: Smart Thermostat Program
Customer rebate (upfront)	\$55 Visa e-gift card
Control strategy	Option to pre-cool Temperature set-back Firm Load Dispatch SM (FLD)
Program branding guidelines and logos	AMP to provide

EXHIBIT B – SERVICE LEVELS, CREDITS, & WARRANTIES

SLA	Description
Platform Uptime Commitment	Vendor will provide 99.9% platform uptime (the “Uptime Percentage”) for a given Program Season (the “Platform Uptime Commitment”). Vendor will evaluate the Platform Uptime Commitment using external monitoring tools taking into account the Program Season length as defined in Section 9.1 of the SOW . In the event that platform uptime does not meet the Platform Uptime Commitment, Utility will be eligible to receive a Service Credit, as defined in below. Exclusions The Platform Uptime Commitment does not include unavailability due to Scheduled Maintenance.
Command Dispatch Commitment	In any given Program Season, the total number of Dispatched Devices shall be at least 90% (the “Command Dispatch Percentage”) of the total number of Targeted Devices (the “Command Dispatch Commitment”). The Command Dispatch Percentage is calculated by dividing the number of Dispatched Devices by the number of Targeted Devices across all DR Events in a given Program Season and multiplying by 100. If by September 1 of any Program Season AMP has only called one (1) DR Event, and that DR Event’s Command Dispatch Percentage is below 90%, AMP agrees to call at least one (1) additional DR Event before the end of the Program Season; if AMP does not call the additional event AMP will waive the Command Dispatch Commitment for that Program Season. AMP agrees to call all enrolled devices in the program for the one (1) DR event; if not all devices are targeted than this SLA is not applicable. In this case, AMP will waive the Command Dispatch Commitment for that Program Season. Vendor will calculate the number of Dispatched Devices and Targeted Devices by reviewing the DR Event Participation Data across DR Events in a given Program Season. Vendor will report to AMP the Command Dispatch Percentage following the completion of the Program Season. For the avoidance of doubt, if there are multiple DR Events, Dispatched Devices will be the sum total of Dispatched Devices across all DR Events (sum of Dispatched Devices in the first DR Event plus the sum of Dispatched Devices in the second DR Event, and so on) and Targeted Devices will be the sum total of Targeted Devices across all DR Events (sum of Targeted Devices in the first DR Event plus the sum of Targeted Devices in the second DR Event, and so on). For example, if there are two DR Events in a season with 100 Targeted Devices and 95 Dispatched Devices in the first DR Event and 200 Targeted Devices with 190 Dispatched Devices in the second DR Event, the Command Dispatch Percentage will be calculated by summing 95 and 190 Dispatched Devices in the numerator, and dividing by the sum of 100 and 200 Targeted Devices in the denominator for a Command Dispatch Percentage of 90%.

	$\frac{95 + 190}{100 + 200} = \frac{285}{300} = 95\%$ Assumption and Exclusions Dispatched Devices will include devices with a status of Dispatch Failure in cases where the failure is caused solely by the Device Partner (as determined in Vendor's reasonable discretion).
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Definitions:

- “Uptime Percentage” is calculated by dividing the number of minutes in which the Mercury Platform is available during the Program Season by the total number of minutes in the Program Season (and multiplying by 100)
- A “Device-Event Minute” is a minute during a DR Event in which an Enrolled Device can participate in a DR Event as a Targeted Device. For example, one Targeted Device in a 4-hour DR Event (e.g. 2:00 PM – 6:00 PM) accrues 240 Device-Event Minutes
- A “Dispatched Device-Event Minute” is a minute during a DR Event in which a Device Control signal is successfully sent from the Mercury Platform to a Thermostat Partner whose customers have Targeted Devices in the DR Event. For example, if a participating device is successfully dispatched by Vendor for a 4-hour DR Event (e.g. 2:00 PM – 6:00 PM) at 2:05 PM, that customer's device accrues 235 Dispatched Device-Event Minutes. For clarity, the Dispatched Device-Event Minute calculation is not impacted by a Thermostat Partner's successful delivery of Dispatch Commands to their Targeted Devices in a DR Event
- A “Targeted Device” is an Enrolled Device included in the population of devices called into a DR Event and expected to receive the Device Control strategy defined by the operator via Dispatch Commands from the Thermostat Partners

Service Credits

Vendor charges platform fees to provide the services described in Scope of Services. If Vendor fails to meet its Service Commitments, Vendor will issue Service Credits to Utility. Vendor will evaluate its own performance against each SLA over the course of the Program Season over the Project Term. Upon completion of the Program Season, Vendor will send Utility a performance report including a calculation of any Service Credits due to Utility.

Service Credits are calculated as a percentage of the platform fees paid by Utility to Vendor after the end of the demand response season and are evaluated as follows:

Platform Uptime Commitment

<i>Uptime Percentage (Program Season)</i>	<i>Service Credit Percentage</i>
Less than 99.9%	1%
Less than 89.9%	2%
Less than 79.9%	3%
Less than 69.9%	4%
Less than 59.9%	5%

Command Dispatch Commitment

<i>Command Dispatch Percentage (Program Season)</i>	<i>Service Credit Percentage</i>
Less than 90%	0.25%
Less than 80%	0.50%
Less than 70%	0.75%
Less than 60%	1.0%
Less than 50%	1.25%

Service Credits will be awarded on a per Program Season basis.

EXHIBIT C – VENDOR INSURANCE REQUIREMENTS

Article 1 General Insurance Requirements

- 1.1 Throughout the performance of the Services or longer as may be described below, Vendor must obtain, pay for, and keep in force, the minimum insurance coverage described in this Schedule of Insurance.
- 1.2 Before starting the performance of any Services, upon renewal of any policy, and upon a change of any insurance carrier, Vendor must deliver to AMP certificates evidencing that the required insurance is in force.
- 1.3 With the exception of government-controlled workers compensation coverage:
 - 1.3.1 Vendor must place the insurance with companies that (1) are satisfactory to AMP, (2) hold an A.M. Best Rating of A-, VII, or higher, and (3) are authorized to conduct business in the state where the Services will be performed;
 - 1.3.2 the policies must be endorsed to require Vendor's insurance carrier to (1) provide at least 30 days' written notice to AMP (as certificate holder) of the cancellation of the insurance and (2) provide at least 10 days' written notice to AMP (as certificate holder) of the cancellation of the insurance for non-payment of premium; and
 - 1.3.3 within 30 days of AMP's request, Vendor must submit insurance-company certified copies of the policies, the policy endorsements, or both.
- 1.4 Vendor must pay all deductibles, or self-insured retentions, or both contained in Vendor's policies of insurance required or provided in connection with the Agreement or any task order or statement of work. AMP reserves the right to approve or reject all levels of self-insured retention, captive insurance programs, or other alternative risk financing Vendor may use to comply with any insurance requirement.
- 1.5 AMP does not represent that required coverage or limits are adequate to protect Vendor.
- 1.6 Failure of AMP to demand a certificate or other evidence of full compliance with the insurance requirements or failure of AMP to identify a deficiency from evidence that is provided will not be construed as a waiver of Vendor's obligation to maintain the required insurance.
- 1.7 To the fullest extent permitted by applicable law, Vendor waives all rights against AMP and its agents and employees for damages to the extent covered by insurance, except rights to the proceeds of the insurance. This waiver shall not apply to any professional liability policy maintained in connection with the Services.

Article 2 Minimum Coverage Requirements

- 2.1 Workers Compensation. Vendor must maintain workers compensation coverage meeting the requirements of applicable law.
- 2.2 Employers Liability / Stop Gap Coverage. Vendor must maintain employers liability / stop gap coverage with (1) an each-accident limit of not less than \$1,000,000, (2) a disease each-employee limit of not less than \$1,000,000, and (3) a disease policy limit of not less than \$1,000,000.
- 2.3 Commercial General Liability. Vendor must maintain commercial general liability ("CGL") coverage which provides (1) an each-occurrence limit of not less than \$2,000,000, (2) a general-aggregate limit of not less than \$2,000,000, and (3) a products and completed-operations aggregate limit of not less than \$2,000,000.
 - 2.3.1 The CGL insurance must be written on ISO occurrence form CG 00 01 10 01 or a substitute form, providing at least equivalent coverage for liability arising from premises, operations, independent contractors, products/completed-operations, personal and advertising injury, and liability assumed under an insured contract.

- 2.3.2 Vendor must include American Municipal Power, Inc. as an additional insured under the CGL policy using ISO endorsement CG 20 10 07 04 and ISO endorsement CG 20 37 07 04 or a substitute form(s) providing equivalent coverage.
 - 2.3.3 The CGL insurance must apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs which cover the additional insured(s).
 - 2.3.4 The CGL policy must not exclude coverage to the additional insured(s) for bodily injury or property damage arising out of the products/completed-operations hazard.
 - 2.3.5 Vendor must maintain the CGL insurance in effect for no less than 5 years after the earlier of the termination the Agreement or completion of all Services.
- 2.4 Business Automobile Liability. Vendor must maintain business automobile (“BA”) coverage written on ISO form CA 00 01 10 01 or a substitute form, providing at least equivalent coverage with a limit of not less than \$1,000,000 each accident.
 - 2.4.1 The coverage must extend to any auto owned (if any), non-owned, leased, rented, hired, or borrowed.
 - 2.4.2 Vendor must include American Municipal Power, Inc. as an additional insured under the BA policy.
- 2.5 Umbrella/Excess Liability. Vendor may employ an umbrella/excess liability policy to achieve the above-required minimum coverage.
- 2.6 Professional Liability. If the Services include any professional services, Vendor must maintain professional liability insurance which provides an annual-aggregate limit of not less than \$2,000,000.
 - 2.6.1 The professional liability policy must have an effective date which is on or before the date on which Vendor first started to provide any Services.
 - 2.6.2 Upon submission of the associated certificate of insurance and at each policy renewal, Vendor must advise AMP in writing of any actual or alleged claims which may erode the professional liability policy’s limits.
 - 2.6.3 Vendor must maintain the professional liability insurance in effect for no less than 5 years after the earlier of the termination the Agreement or completion of all Services.

EXHIBIT D – FEE SCHEDULE

Fees and Rates:	Year 1: \$0 per thermostat Year 2-5: \$80 per enrolled thermostat, per year
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*****NOTE: THE FEES AND RATES PROVIDED IN THE TABLE ABOVE ARE VALID ONLY FOR SCHEDULES EXECUTED BEFORE APRIL 3, 2023. SCHEDULES EXECUTED ON OR AFTER APRIL 3, 2023 WILL BE SUBJECT TO THE FOLLOWING FEES AND RATES***:**

Fees and Rates:	Year 2-5: \$80 per enrolled thermostat, per year
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A. Invoicing

Municipality will be billed for the Services monthly, with fees appearing on Municipality's monthly power invoice.

[End]

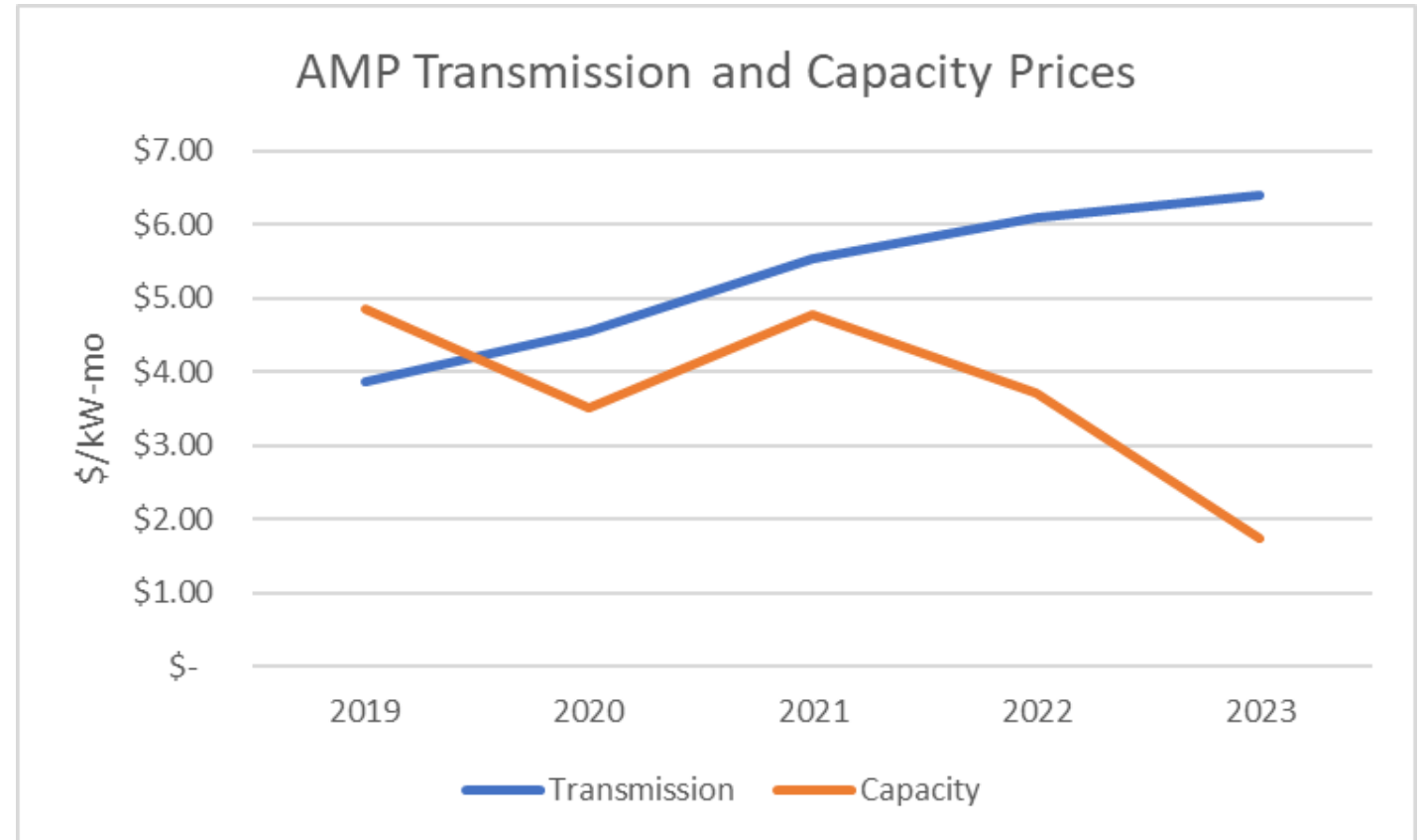
Community Energy Savings: Smart Thermostat Program Overview

January 2023



The Challenge - PJM

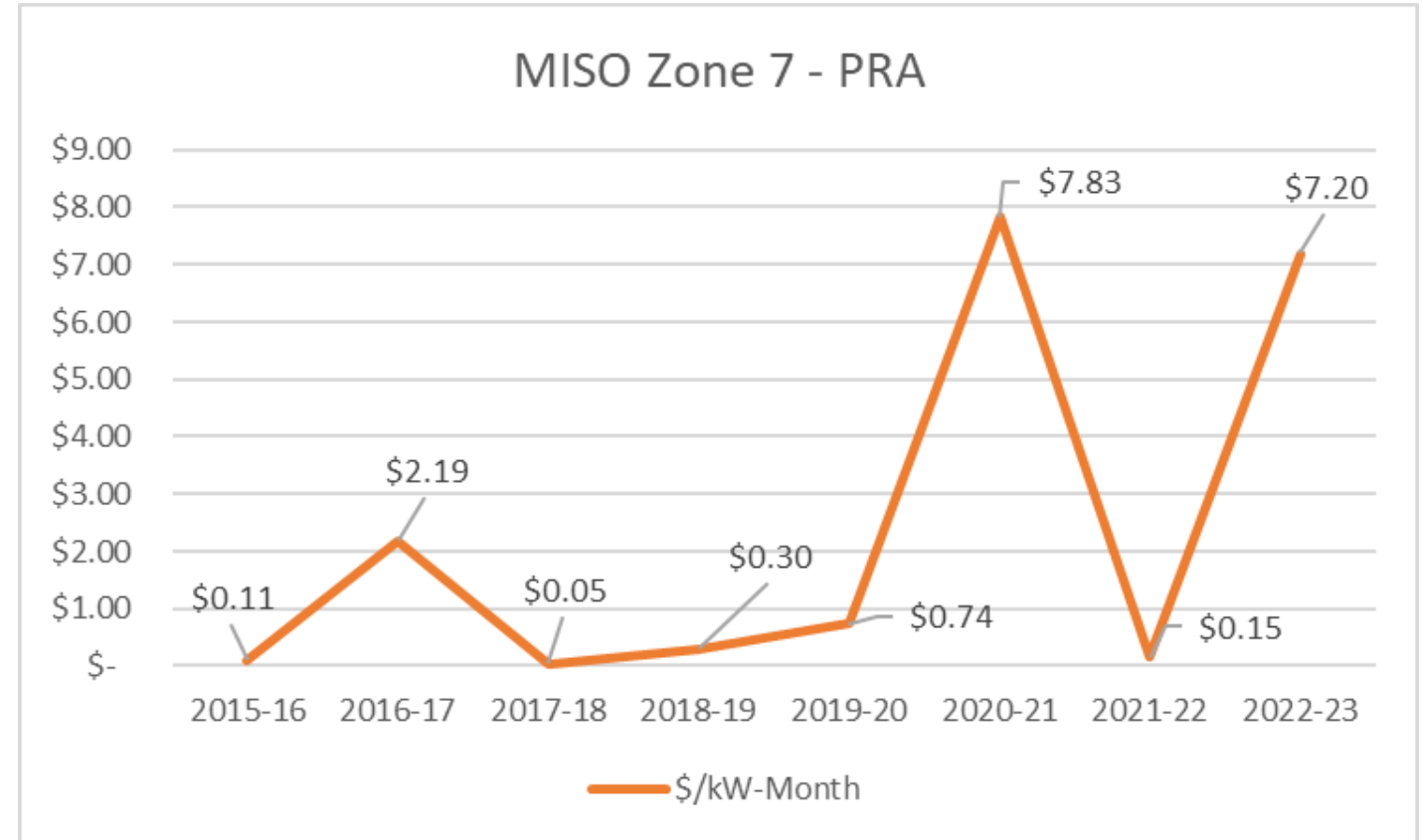
On average, capacity charges have decreased 63 percent and transmission has increased 56 percent from 2019-2023 for all AMP member zones.



The Challenge – MISO and Michigan

Michigan Public Act (PA) 341 requires load serving entities (LSE) to demonstrate they have satisfactorily met the Planning Reserve Margin Requirement (PRMR) obligation four (4) years in advance.

Only 5 percent of PRMR can come from MISO PRA for Michigan members.



The Opportunity is Peak Shaving

We can avoid transmission and capacity costs by reducing retail customer load through management of connected technologies, focused initially on connected or 'smart' thermostats.

This program has the potential to connect water heaters, electric vehicles, pool pumps and more down the line on a single platform.



Community Energy Savings Program purpose

- To combat transmission and capacity (T&C) charges by reducing Member system peak demand through the management of connected technologies such as thermostats, water heaters, electric vehicles (EVs), pool pumps and more.
- The initial five-year program will be a thermostat program that adjusts AC load during summer peak days, no more than 15 times/year.
 - Reduce cooling equipment load at peak times by 1 kW/thermostat/event.*
- The program can also help members improve customer satisfaction and engagement by providing a positive touchpoint with customers.
- Based on current T&C costs and projections, members in ATSI, PJM Pool, Blue Ridge, and OMEG zones are best suited for the program, but all Members can join.
 - Estimated annual net savings for the following zones:
 - ATSI: \$14/thermostat, PJM Pool: \$19/thermostat, Blue Ridge: \$13/thermostat, and OMEG: \$20/thermostat

**Source: 1 kW/thermostat/event — Westerville has seen 0.95 kW/thermostat/event; Energy Hub results show 1.09-1.30/kW/thermostat/event*



- Based in Brooklyn, NY
 - Established in 2007
 - Owned by Alarm.com
 - Over 100 full-time employees
 - Mercury DERMS software platform
- **Smart Thermostat clients:** Los Angeles Department of Water & Power, Lincoln Electric System, Austin Energy, CPS Energy, SRP, plus numerous IOU & cooperatives
 - **Thermostat OEM partners:** Nest, Ecobee, Honeywell, Emerson, Carrier, LUX, Alarm.com, Vivant, Amazon
 - **Other smart technology capabilities:** EV chargers, solar inverters, water heaters, energy storage
 - User-friendly application
 - Can manage incentive processing
 - Members can submit customer data files directly to EnergyHub through secure FTP site or review and approve customer enrollment data through a secure FTP site.

How it works

Joint action provides economy of scale to use a DERMS

- AMP has partnered with EnergyHub as our third-party Distributed Energy Resource Management System (DERMS) provider.
- Members will be charged \$80/thermostat enrolled/year.
- Members who enroll in the program prior to April 3, 2023 will not be charged the device fees in the first year.
- Member residential customers would voluntarily sign up for the program through their existing or newly purchased smart thermostat via the thermostat Original Equipment Manufacturer (OEM) app or email notification, pushed out 4 times/year.
- Thermostat OEMs send customer enrollment information to the DERMS provider.
- There are two ways Members can verify customers:
 - a. Automated —
 - i. Member provides a customer list to EnergyHub
 - ii. EnergyHub compares new enrollment requests to the Member customer list and provides approval recommendations via the SFTP site
 - iii. Member reviews the recommendations and verifies their customers
 - b. Manual —
 - i. EnergyHub provides an enrollment request file on an SFTP site
 - ii. Member reviews the file and verifies their customers
- If assistance is needed to accomplish the customer verification process or Google Security Assessment, AMP IT can support at an additional cost.
- Enrolled customers are sent a one-time Visa Gift Card incentive payment of (\$55) by the DERMS provider.

How it works continued

DERMS enables Members to peak shave using connected thermostats

Events

- When AMP sends notification of a peak alert, AMP Dispatch, via the DERMS platform, schedules the enrolled thermostats to pre-cool and then shut down or cycle during the event timeframe.
 - Max of 15 events per year, although additional emergency events are allowed.
 - Max of 4 hours.
 - Weekends and holidays only called during emergency events.
 - Thermostats will be grouped and scheduled by transmission zone, Member utility, or all at once.
- Members can choose to opt out of the event; or members may want to call their own event — in both cases Dispatch staff must be notified.
- Member customers are notified of the event via the thermostat OEM app and/or email. Notification messaging can be customized by AMP but branded as one program.
- Member customers can opt out, without penalty, via the thermostat itself or in the thermostat OEM app. Per the DERMS provider:
 - Opt-out customers still deliver 0.5 kW load shed, on average; and
 - There is about an 88% participation rate in each event and about a 95% retention rate over two years.

How it works continued

DERMS enables Members to peak shave using connected thermostats

Reporting

- AMP can view and download performance reports, which can be broken out by Member utility, transmission zone and in program aggregate.
- Reports can include:
 - kW savings per event, month or season; and
 - Number of thermostats enrolled vs. number of thermostats that participated.
- These reports would be provided to participating Member utilities on an event, monthly, quarterly or seasonal basis.

Estimated Benefits for AMP Members in PJM

Assumptions used in calculating member benefits

- Based on actual Capacity & Transmission relatively figures (as of Nov. 2022), capacity is projected to stay flat and transmission is projected to increase by approximately 2.3% year over year.
- 80% hit accuracy of the 1 & 5 CP days and accounts for reduction in benefits for zones that may peak in the winter.
- Peak shave 1-kW per thermostat per event. (EnergyHub)
- At this time, the energy will NOT be aggregated and bid into the capacity markets.
- Benefits will be reflected in each participating Member's transmission and capacity costs on their monthly power supply bills, similar to peaking units.
- Savings are delayed, so thermostats enrolled in the 2023 peaking season will result in transmission savings seen in January-December 2024 and capacity savings will be seen in June 2024-May 2025.

Estimated Average Benefit per Participating Thermostat		
Zone	5-Year Life	Annually
AEP (OMEG)	\$ 501.67	\$ 100.33
PJM POOL	\$ 494.08	\$ 98.82
Fist Energy (ATSI)	\$ 469.90	\$ 93.98
BLUE RIDGE	\$ 463.63	\$ 92.73
PENELEC	\$ 375.09	\$ 75.02
PERKASIE	\$ 358.22	\$ 71.64
EPPG-PPL	\$ 336.66	\$ 67.33
EPHRATA	\$ 321.16	\$ 64.23
HAMILTON	\$ 310.48	\$ 62.10
EPPG-METED	\$ 304.51	\$ 60.90
LEBANON	\$ 292.57	\$ 58.51
WILLIAMSTOWN	\$ 280.79	\$ 56.16
DELMARVA	\$ 236.44	\$ 47.29
Dayton (WASG)	\$ 225.93	\$ 45.19
NEW MARTINSVILLE	\$ 219.81	\$ 43.96
PHILIPPI	\$ 212.62	\$ 42.52
FRONT ROYAL	\$ 201.57	\$ 40.31

Estimated Costs & Benefits for MI AMP Members

- The cost benefit is the cost avoidance of meeting the PRMR obligation with a bilateral contract or investment in a capacity resource.
- Capacity Cost avoidance for 1 kW of retail customer peak reduction:

Cost of Bilateral Contract or Investment in Capacity Resource (\$/kW-month)	Cost Avoidance (\$/Year)
\$5.00	\$60.00
\$6.00	\$72.00
\$7.00	\$84.00

- There could be marginal savings in energy and transmission costs depending on market prices and system load at the time of the peak reduction event.

Preliminary contract details

- AMP will sign a 5-year contract with Energy Hub.
- AMP and Members will enter into a Schedule to the existing MSA.
 - Members will have a sign-up window each year between October and March for participation in the next peaking season.
 - For inaugural Members, those that sign up by April 3, 2023, the rates are as follows:
 - Year 1 (ends Dec. 31, 2023): \$0 per thermostat
 - Year 2+: \$80/thermostat/year
 - Participating Members will be billed monthly on their power supply bill starting in January 2024.
 - For Members that sign up after inaugural enrollment, their contract term would mirror the time left on AMP's Energy Hub contract and the rates are as follows:
 - \$80/thermostat/year
 - If a Member exits the program early, they would be obligated to pay AMP for their enrolled thermostats for the remainder of their contract.



For additional information, contact:

Erin Miller, AVP energy policy and sustainability

Phone: 614.540.1019

Email: emiller@amppartners.org

Corey Hawkey, director of member programs and sustainability

Phone: 614.307.9432

Email: chawkey@amppartners.org





ITEM 12.D

TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Kevin Maynard, Director of Electric Utilities
DATE: April 3, 2023
SUBJECT: **MICHIGAN AMP BOARD OF TRUSTEES ALTERNATE APPOINTMENT**

The City of Marshall is a member of American Municipal Power, Inc. (AMP), a not-for-profit power supply and services agency that serves 133 municipal electric systems in Delaware, Indiana, Kentucky, Maryland, Michigan, Ohio, Pennsylvania, Virginia and West Virginia.

Marshall participates in a number of AMP power supply projects, including the Prairie State Energy Campus, AMP Fremont Energy Center (AFEC), Meldahl Hydroelectric Project, Greenup Hydroelectric Project, Willow Island Hydroelectric Project, Cannelton Hydroelectric Project and Smithland Hydroelectric Project. AMP also negotiated Purchased Power Agreements (PPAs) for the Locust Ridge Wind Project, and the Oconto Falls and Menominee Hydroelectric Projects on behalf of Marshall and other AMP member communities.

Further, AMP staff currently fill all of the Michigan South Central Power Agency (MSCPA) managerial, technical and financial positions through a contractual arrangement.

Power supply expenses are the single largest City of Marshall budget item, accounting for \$11,799,384 (62.7%) of the \$18,825,297 projected Fiscal Year 2024 Electric Budget. With the exception of the Marshall Power Plant and Hydroelectric Plant, all of the City's power supply resources are provided by or arranged through AMP.

AMP is governed by a 21-member Board of Trustees representing member customer groups and regions, as well as a number of "at large" seats. Clinton, Coldwater, Hillsdale, Marshall and Wyandotte are all AMP member communities. This group of Michigan municipal utilities has a designated seat on the AMP Board of Trustees.

Last fall, the City of Coldwater was elected to represent the five Michigan AMP-member communities. On March 13, 2023, Coldwater City Council adopted the attached resolution designating the City of Marshall to serve as its alternate on the AMP Board of Trustees in the event Coldwater Board of Public Utilities Director Paul Jakubczak is absent or unavailable.

Marshall City Council previously appointed Director of Electric Utilities Kevin Maynard to serve as the City's AMP representative. Kevin also serves as Marshall's representative on the Michigan South Central Power Agency Board of Directors.

BUDGET IMPACT:

There is no financial impact on this action.

RECOMMENDATION:

Appoint Director of Electric Utilities Kevin Maynard to represent the City of Marshall as the Michigan alternate on the AMP Board of Trustees.

RESOLUTION NO. _____

**A RESOLUTION
AUTHORIZING THE _____
TO REPRESENT
THE CITY OF COLDWATER, MICHIGAN
AS ITS ALTERNATE ON THE BOARD OF TRUSTEES OF
AMERICAN MUNICIPAL POWER, INC.**

WHEREAS, the City of Marshall, Michigan ("Marshall") is a member of American Municipal Power, Inc. ("AMP"), a non-profit Ohio corporation whose members are, and must be, political subdivisions of a state, currently the states of Delaware, Indiana, Kentucky, Maryland, Michigan, Ohio, Pennsylvania, Virginia and West Virginia, that own and operate electric utilities or whose members own and operate electric utilities;

WHEREAS, AMP exists for a public purpose, namely to assist its Members in obtaining and providing safe, reliable and reasonably priced electric power, and to provide other assistance and technical services to the Members, for the benefit of their respective citizens, customers and/or members;

WHEREAS, AMP's affairs are managed by a Board of Trustees (the "Board") consisting, as of the date hereof, of twenty-one (21) voting Members elected or otherwise approved by the Members, who meet from time to time at AMP's headquarters in Columbus, Ohio or at other locations as designated by the Board;

WHEREAS, the City of Coldwater, Michigan has been elected, or otherwise holds a position, as a Trustee of the Board (the "Trustee"); and

WHEREAS, the Trustee has requested that a representative of the City of Marshall, serve as its alternate on the Board (the "Alternate"); and

WHEREAS, Marshall also wishes for the Alternate to serve in that capacity.

NOW THEREFORE BE IT RESOLVED, by the City Council of Marshall, Michigan:

SECTION 1: That Kevin Maynard, the Director of Electric Utilities of the City of Marshall, as an incident of his official capacity be, and is hereby designated the Alternate for the period of his service or, if earlier, until such time as the Trustee otherwise notifies Marshall.

SECTION 2: That the Alternate shall receive no compensation from AMP for such service but shall be entitled to have AMP and its related organizations provide meals, lodging or transportation

related to service as an Alternate or, alternatively, to receive reimbursement from AMP for reasonable out-of-pocket expenses associated with his service as the Alternate, all in accordance with AMP's policies and procedures.

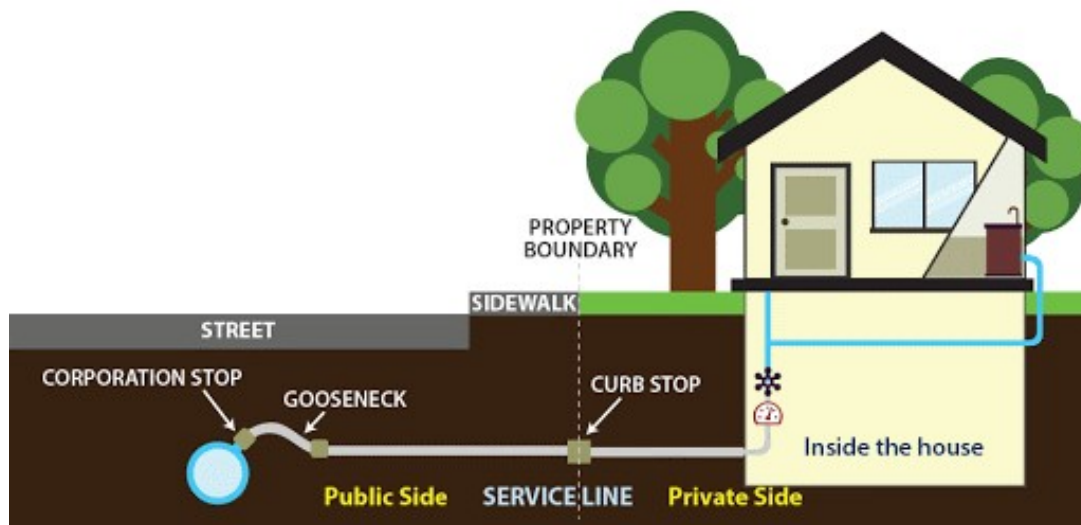
SECTION 3: That this Resolution will take effect at the earliest time permitted by law.

[MEMBER'S SIGNATURE BLOCK]

4869-4594-7223, v. 1

TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
 Marguerite Davenport, Director of Public Services
 Aaron Ambler, Water Superintendent
DATE: April 3, 2023
SUBJECT: LEAD LINE SERVICE REPLACEMENT AND INVESTIGATION

As part of the Safe Drinking Water Act, Michigan has recently adopted a new Lead and Copper Rule, which requires that municipal water utilities *replace* all water service lines comprised of lead material and galvanized material previously connected to lead with new service lines over the next 20 years. In addition, the rule requires *investigation* of service lines of unknown material type over the next 5 years. This rule includes the private side service line between the shutoff on the street and the home, the public side of the service line between the water main and the shutoff, and the portion of the service up to 18" inside the home. The following image depicts the different portions of a water service line analyzed under the Lead and Copper rule.



During the AMI Water Meter Replacement project in 2021, the City's contractor was asked to catalog service line materials on the interior of the homes when new meters were installed. Historical material records for private side services are incomplete and minimal for public side services so the material inventory portion of the AMI contract helped set up the Water Department to succeed with the Lead and Copper Rule requirements. Based on the data collected, staff have determined that there are approximately 100 private service lines of galvanized material previously connected to lead requiring replacement. There are a few known

galvanized service lines connected to lead on the public side requiring replacement.

As it pertains to Lead Line Investigation, the Lead and Copper Rule states that the municipality must investigate a percentage of the unknown service line materials to complete a Distribution System Material Inventory. Based on City records, the department will need to verify at least 250 service lines in the next two years to be in compliance with the rule.

To complete the required lead line replacement and investigation as described above, the City issued a construction RFP. Three bids were received on February 25, 2023 as follows:

Company	City	2023		2024		2025	
		Replacement	Investigation	Replacement	Investigation	Replacement	Investigation
Quality Excavators Inc	Marshall, MI	\$166,482	\$120,639	\$188,908	\$143,571	\$220,160	\$171,202
All Seasons Underground	Tipton, MI	\$223,500	\$192,500	\$243,163	\$203,325	\$250,850	\$211,400
Iron Horse Excavation	Eaton Rapids, MI	\$342,550	\$595,965	\$377,675	\$656,578	\$407,610	\$716,358

The project RFP was written to receive pricing for equipment and labor for a majority of the activities. The City has and will continue to purchase materials for the project. The project pay items were a mix of lump sum and unit pricing due to the differences of each lead line replacement. Typically, the private side of the replacement will be consistent in scope and size so it was bid as a lump sum item. However, the public side of the replacements and the investigation can vary between green space, concrete, and asphalt excavation. For these situations, unit pricing on different restorations types was received and will be paid on an as-installed basis. Due to these variances in work scope, the project authorized amount will be different from the bid amounts above.

The engineering and water teams have determined the project scope to meet the department's 2023 requirements under the rule, and used this to determine the proper authorization amount for the contractor. The FY 2023 budget includes \$103,540 for this project. The proposed FY 2024 budget includes \$324,500 for this project. The City proposes to authorize the contractor in the amount of \$103,540 to get the project started. As soon as the FY2024 budget is approved, a contract change order will be executed to increase the contract by \$251,000 for a total contract amount of \$354,540. This authorization amount is intended to support 50 lead line replacements and 75 investigations of unknown material. This will keep us in compliance with the Lead and Copper Rule for the 2023 calendar year. The remaining FY 2024 budget for this project (\$73,500) will be used to purchase materials for the project.

BUDGET IMPACT:

The initial authorization of \$103,540 is allocated in the FY 2023 budget. The proposed contract change, post FY 2024 budget approval, is currently identified in the Water Department budget. If this budget is modified, a budget amendment will be presented to council based on the final FY 2024 approved budget.

RECOMMENDATION:

Approve the contract with Quality Excavators Inc. of Marshall in the amount of \$103,540 and proceed with the State-mandated lead service replacement and investigation program.

2023 – PRICING FOR APPROXIMATELY 50 SERVICE REPLACEMENTS					Quality Excavators		All Seasons Underground		Iron Horse Excavation	
ITEM #	DESCRIPTION	UNIT	QTY		UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	MOBILIZATION, MAX 5% OF BID	LS	1		4000	4000	10,000	10000	16300	16300
2	WATER SERVICE REPLACEMENT: CURB STOP TO HOUSE – LABOR AND EQUIPMENT	EA	50		2200	110000	3200	160000	4010	200500
3	LICENSED PLUMBER – LABOR, EQUIPMENT AND MATERIALS	EA	50		522	26100	1000	50000	1530	76500
4	TURF ESTABLISHMENT, PERFORMANCE	EA	50		375	18750	45	2250	690	34500
5	BEFORE AND AFTER PHOTOS	EA	50		20	1000	5	250	125	6250
6	TRAFFIC CONTROL	LS	1		6632	6632	1000	1000	8500	8500
					TOTAL	\$ 166,482	TOTAL	\$ 223,500	TOTAL	\$ 342,550
2023 AS NEEDED ADDITIONAL ITEMS FOR SERVICE REPLACEMENT					UNIT PRICE		UNIT PRICE		UNIT PRICE	
ITEM #	DESCRIPTION	UNIT								
WATERMAIN TO CURB STOP REPLACEMENT – LABOR AND EQUIPMENT										
7	SHORT SIDE – GREEN SPACE	Each			686		3000		2084	
8	LONG SIDE –GREEN SPACE	Each			926		3700		4168	
9	SERVICE UNDER PAVEMENT	Each			3865		750		7978	
10	REMOVE EXISTING AND TAP NEW CORPORATION STOP	Each			1363		600		2309	
TIME EXTENSION RATES										
11	WATER SERVICE REPLACEMENT: CURB STOP TO HOUSE	Hr			270		250		692	
12	LICENSED PLUMBER	Hr			250		80		300	
13	REMOVAL AND REPLACEMENT, 4" CONCRETE	Sft			8		8		8.2	
14	REMOVAL AND REPLACEMENT, 6" CONCRETE	Sft			10		10		9.7	
15	HMA REPAIR	Sft			4.89		30		11.42	
2023 – PRICING FOR WATER SERVICE INVESTIGATION					UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
ITEM #	DESCRIPTION	UNIT	ESTIMATED QTY							
44	MOBILIZATION, MAX 5% OF BID	LS	1		5744	5744	2000	2000	10500	10500
45	CURB STOP – GREEN SPACE	EA	50		455	22750	650	32500	2245	112250
46	CURB STOP - HARDSCAPE	EA	33		633	20889	1000	33000	4015	132495
47	WATERMAIN – GREEN SPACE	EA	20		530	10600	1150	23000	2245	44900
48	WATERMAIN – HARDSCAPE	EA	68		892	60656	1500	102000	4365	296820
					TOTAL	\$ 120,639	TOTAL	\$ 192,500	TOTAL	\$ 596,965

2024 – PRICING FOR APPROXIMATELY 50 SERVICE REPLACEMENTS

ITEM #	DESCRIPTION	UNIT	QTY	Quality Excavators		All Seasons		Iron Horse Excavation	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
16	MOBILIZATION, MAX 5% OF BID	LS	1	4800	4800	10000	10000	18800	18800
17	WATER SERVICE REPLACEMENT: CURB STOP TO HOUSE – LABOR AND EQUIPMENT	EA	50	2420	121000	3360	168000	4411	220550
18	LICENSED PLUMBER – LABOR, EQUIPMENT AND MATERIALS	EA	50	633	31650	1050	52500	1683	84150
19	TURF ESTABLISHMENT	EA	50	450	22500	47.25	2362.5	759	37950
20	BEFORE AND AFTER PHOTOS	EA	50	20	1000	5	250	137.5	6875
21	TRAFFIC CONTROL	LS	1	7958	7958	1050	1050	9350	9350
TOTAL				TOTAL	\$ 188,908	TOTAL	\$ 234,163	TOTAL	\$ 377,675
2024 AS NEEDED ADDITIONAL ITEMS FOR SERVICE REPLACEMENT									
ITEM #	DESCRIPTION	UNIT							
WATERMAIN TO CURB STOP REPLACEMENT – LABOR AND EQUIPMENT									
22	SHORT SIDE – GREEN SPACE	Each		700		3150		2292.4	
23	LONG SIDE –GREEN SPACE	Each		1018		3885		4584.8	
24	ALL LENGTHS – PAVEMENT	Each		4560		1000		3015	
TIME EXTENSION RATES									
25	WATER SERVICE REPLACEMENT: CURB STOP TO HOUSE	Hourly		300		262.5		762	
26	LICENSED PLUMBER	Hourly		275		85		330	
27	REMOVAL AND REPLACEMENT, 4" CONCRETE	Sft		9.6		10		9.02	
28	REMOVAL AND REPLACEMENT, 6" CONCRETE	Sft		12		12		10.67	
29	HMA REPAIR	Sft		5.87		40		12.56	
2024 – PRICING FOR WATER SERVICE INVESTIGATION									
ITEM #	DESCRIPTION	UNIT	ESTIMATED	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
49	MOBILIZATION, MAX 5% OF BID	LS	1	5744	5744	2100	2100	11550	11550
50	CURB STOP – GREEN SPACE	EA	50	546	27300	682.5	34125	2470	123500
51	CURB STOP - HARDSCAPE	EA	33	759	25047	1050	34650	4416	145728
52	WATERMAIN – GREEN SPACE	EA	20	636	12720	1182.5	23650	2470	49400
53	WATERMAIN – HARDSCAPE	EA	68	1070	72760	1600	108800	4800	326400
TOTAL				TOTAL	\$ 143,571	TOTAL	\$ 203,325	TOTAL	\$ 656,578

2025 – PRICING FOR APPROXIMATELY 50 SERVICE REPLACEMENTS					Quality Excavators		All Seasons		Iron Horse Excavation	
ITEM #	DESCRIPTION	UNIT	QTY		UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
30	MOBILIZATION, MAX 5% OF BID	LS	1		5760	5760	12000	12000	19560	19560
31	WATER SERVICE REPLACEMENT: CURB STOP TO HOUSE – LABOR AND EQUIPMENT	EA	50		2904	145200	3500	175000	4812	240600
32	LICENSED PLUMBER – LABOR, EQUIPMENT AND MATERIALS	EA	50		633	31650	1200	60000	1836	91800
33	TURF ESTABLISHMENT	EA	50		540	27000	50	2500	759	37950
34	BEFORE AND AFTER PHOTOS	EA	50		20	1000	5	250	150	7500
35	TRAFFIC CONTROL	LS	1		9550	9550	1100	1100	10200	10200
2025 AS NEEDED ADDITIONAL ITEMS FOR REPLACEMENTS					TOTAL	\$ 220,160	TOTAL	\$ 250,850	TOTAL	\$ 407,610
ITEM #	DESCRIPTION	UNIT								
WATERMAIN TO CURB STOP REPLACEMENT – LABOR AND EQUIPMENT										
36	SHORT SIDE – GREEN SPACE	Each			840		3300		2521.64	
37	LONG SIDE –GREEN SPACE	Each			1221		4100		5043.28	
38	ALL LENGTHS – PAVEMENT	Each			5472		1100		3316.50	
TIME EXTENSION RATES										
39	WATER SERVICE REPLACEMENT: CURB STOP TO HOUSE	Hourly			360		275		830.4	
40	LICENSED PLUMBER	Hourly			330		90		360	
41	REMOVAL AND REPLACEMENT, 4" CONCRETE	Sft			11.52		12		9.84	
42	REMOVAL AND REPLACEMENT, 6" CONCRETE	Sft			14.4		14		11.64	
43	HMA REPAIR	Sft			7.04		45		13.7	
2025 – PRICING FOR WATER SERVICE INVESTIGATION										
ITEM #	DESCRIPTION	UNIT	ESTIMATED		UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
54	MOBILIZATION, MAX 5% OF BID	LS	1		5850	5850	2500	2500	12600	12600
55	CURB STOP – GREEN SPACE	EA	50		655	32750	720	36000	2694	134700
56	CURB STOP - HARDSCAPE	EA	33		910	30030	1100	36300	4818	158994
57	WATERMAIN – GREEN SPACE	EA	20		763	15260	1220	24400	2694	53880
58	WATERMAIN – HARDSCAPE	EA	68		1284	87312	1650	112200	5238	356184
					TOTAL	\$ 171,202	TOTAL	\$ 211,400	TOTAL	\$ 716,358



ITEM 12.F

TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
DATE: April 3, 2023
SUBJECT: FARMERS MARKET GRANT SUBMISSION REQUEST

The Marshall Area Farmers Market (MAFM) requests permission to submit a mini-grant to the Calhoun County Senior Service committee for a new program called *Senior Power of Produce*. The goal of the program is to encourage area seniors to utilize services within the community and document participation in order to earn Senior Market Bucks that can be redeemed with vendors at the Farmer's Market. The grant funds would offset the Senior Market Bucks redeemed at the market. Heritage Commons senior center will be a partner in this grant by creating and printing the 'bingo' cards that will be redeemed for market bucks as well as hosting participation events. The grant will encourage seniors to experience the market and purchase locally grown, healthy foods.

BUDGET IMPACT:

None. If the grant is received, a budget amendment to farmers market revenue and expense in the amount of \$5,000 will need to be completed.

RECOMMENDATION:

Approve the mini-grant submission by the Marshall Area Farmers Market to the Calhoun County Senior Millage Committee in the amount of \$5,000.



March 28, 2023

City of Marshall
323 W. Michigan Ave.
Marshall, MI 49068

Calhoun County Senior Services,

The Marshall Area Farmers' Market operates under the umbrella of the City of Marshall. The Summer Market season runs every Saturday from the first Saturday in May to the last Saturday in October of each year. The home of the Market is the parking lot on Green Street across from the Library.

This summer the Market is hoping to implement a *Senior Power of Produce* program where area seniors would be encouraged to participate in cooking classes, activity programs, and physical activity opportunities offered in the community. Participation would be tracked via Bingo Cards distributed by the Heritage Commons Senior Center. Bingo Cards would be created and printed for the Senior Center to distribute to seniors. Activities on the Bingo Cards would encourage seniors to utilize the Heritage Commons Senior Center, Marshall District Library, and other senior programming in the area. These Bingo Cards could then be redeemed at the Marshall Area Farmers Market for Senior Market Bucks to purchase fresh fruits and vegetables at the Market thru October 28th.

The \$5,000 amount is based on the estimated 100 eligible members of the senior center with each senior earning \$50 in Senior Market Bucks to spend.

The goal of this program is to encourage area seniors utilize our community resources, keep active, participate in social activities, and eat healthier foods. This comes at a time when some supplemental food programs are being cut and may affect the health of area seniors. This coordinated program with the Marshall Area Farmers' Market also benefits small area farmers who are producing foods locally for our community.

The Farmers' Market would track the Bingo Cards returned to the Market and the redeemed Senior Market Bucks.

All issued Senior Market Bucks would be redeemable thru the end of the 2023 Summer Market on Saturday, October 28, 2023.



Senior Millage Mini-Grant Application
Calhoun County Senior Services
315 W. Green Street, Marshall, MI 49068
Office: (269) 781-0846

Mini-grant requests are for requests of Senior Millage funding between \$500 and \$5,000. Proposed services must benefit seniors age 60 and above living in Calhoun County. Mini-grants are intended to be a flexible funding opportunity that can rapidly respond to community needs for older adults. Mini-grant applications received by the 20th in a month will be reviewed by the Senior Millage Allocation Committee at its next regular meeting, the first Friday of every month at 8:00am.

Please include a cover letter that summaries the amount requested, for what purpose, and the mission of the organization making the request on organizational letterhead.

Organization Name: Marshall Area Farmers' Market (City of Marshall) 501(c)3 Yes ☐ No ☒
(Organization Name should be same as on IRS determination letter – Please include a copy of your IRS Nonprofit Determination Letter)

Address/City/State/Zip: 323 W. Michigan Ave., Marshall, MI 49068 Date: March 28, 2023

Tax Identification Number: _____ Contact Person: Cody Hart

Phone: _____ Email: farmersmarketmanager@cityofmarshall.com

Has your organization received a Senior Millage funding in the past three years? Yes ☐ No ☒ Amount \$ _____

Time Frame: One time event ☒ Seed money ☐ On-going project ☐ Project Start/End Dates: May 6-Oct. 28, 2023

Geographic Area Served: Marshall Number Older Adults to be served by this Project: 100

Target Groups: All Adults 60+ ☒ All Ages-Multi-generational ☐ Caregivers & Family Members ☐

Other Funding Sources and Current Status: The Farmers' Market currently operates under the umbrella of the City of Marshall providing a market place for locally grown foods

Purpose of Grant: to encourage seniors to be active with fitness, healthy living and classes to earn Market Bucks to spend on fruits and vegetables at the Marshall Area Farmers' Market

How does this project meet senior needs, and how were these needs determined? Encourages seniors to live healthier lives, participate in classes and programs, be involved in social interaction, and purchase healthy and locally grown foods. Filling anticipated gaps of healthy foods in people's diet.

Explain in detail how the grant dollars will be utilized. (Attach current operating budget.) Marshall Heritage Center will lead an effort encouraging senior participation in cooking classes, activity programs, and exercise filling in a bingo card for redemption to receive Marker Bucks to use at Farmers' Market

Describe how project outcomes will be evaluated: The Bingo Card will allow us to track participation in classes and programs the Farmers' Market will track redeemed Senior Market Bucks

If you do not receive this grant, how will it impact your project/program? these funds are required for program to work

Total Project Cost: \$ 5,500 Amount requested: \$ 5,000 Date needed by: May 6th

Signature of Responsible Party: _____

Title: _____ Date: _____

Applications are accepted by:

Please include a cover letter with your application on letterhead
Email: hguzzo@calhouncountymi.gov
Mail: 315 W. Green Street, Marshall, MI 49068

You may reproduce this form on your computer.



ITEM 12.G

TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Tracy Hall
DATE: April 3, 2023
SUBJECT: **TITLE VI NON-DISCRIMINATION PLAN UPDATE**

The City Council approved revision to the Title VI Non-Discrimination Plan in July 2021. **Title VI** is a federal law that prohibits any entity that receives federal financial assistance (such as grants or student loans) from discriminating on the basis of race, color, or national origin. The Title VI plan also includes guidelines to improve access to services for persons with Limited English Proficiency (LEP).

On March 10, 2023, the City of Marshall was contacted by the Statewide Title VI Coordinator asking us to update our Title VI plan with the most recent information. Since the City Council approved changes to this plan in 2021, no significant changes are needed at this time. The minor changes to the plan include:

- Tracy Hall's title
- Name of Mayor
- Name of Clerk
- Organizational chart
- Census data updated from 2011 to 2020 data
- The investigation reporting process changed from 40 days to 60 days (per MDOT)

BUDGET IMPACT:

None.

RECOMMENDATION:

Approve the attached revised Title VI Non-Discrimination Plan and direct the City Manager to submit to the State of Michigan Statewide Title VI Coordinator.

CITY OF MARSHALL
TITLE VI
NON-DISCRIMINATION PLAN

323 West Michigan Avenue
Marshall, MI 49068
Phone: 269-781-5183
Fax: 269-781-3835
Website: www.cityofmarshall.com

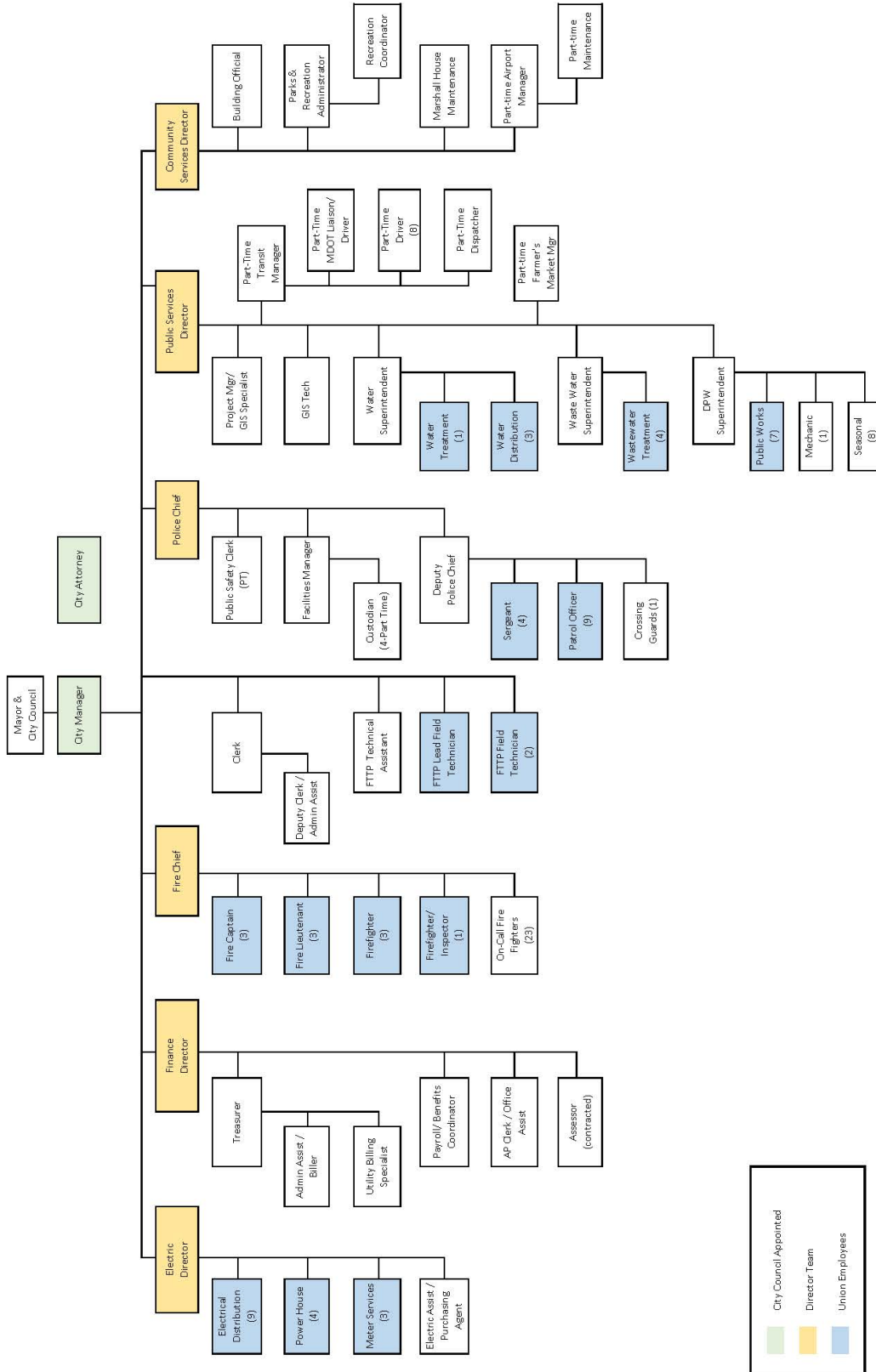
Title VI Coordinator:
Tracy Hall, Payroll / Benefits Coordinator
Phone: 269-781-5183
Fax: 269-781-3835
E-mail: thall@cityofmarshall.com

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City of Marshall - Organization Chart

Revised 02/28/2023



INTRODUCTION

The City of Marshall is committed to a policy of non-discrimination in program services pursuant to the requirements of Title VI of the Civil Rights Act of 1964 and Federal Transit Administration (FTA) Circular 4702.1B. The City of Marshall serves all people of the state of Michigan, including minority populations, low-income populations, the elderly, persons with disabilities, and those who traverse the state of Michigan. The City of Marshall recognizes its responsibility to provide fairness and equity in all of its programs, services, and activities, and that it must abide by and enforce federal and state civil rights legislation.

Title VI of the Civil Rights Act of 1964, is the overarching civil rights law that prohibits discrimination based on race, color, or national origin, in any program, service or activity that receives federal assistance. Specifically, Title VI assures that, "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance." Title VI has been broadened by related statutes, regulations and executive orders. Discrimination based on sex is prohibited by Section 324 of the Federal-Aid Highway Act, which is the enabling legislation of the Federal Highway Administration (FHWA). The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 prohibit unfair and inequitable treatment of persons as a result of projects which are undertaken with Federal financial assistance. The Civil Rights Restoration Act of 1987 clarified the intent of Title VI to include all programs and activities of federal-aid recipients and contractors whether those programs and activities are federally funded or not.

In addition to statutory authorities, Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," signed in February of 1994, requires federal agencies to achieve Environmental Justice as part of its mission by identifying disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations. Environmental Justice Initiatives are accomplished by involving the potentially affected public in the development of transportation projects that fit within their communities without sacrificing safety or mobility. In 1997, the U.S. Department of Transportation (USDOT) issued its DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations to summarize and expand upon the requirements of Executive Order 12898 on Environmental Justice. Also, Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," provides that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives Federal financial assistance.

As a recipient of federal financial assistance, the City must provide access to individuals with limited ability to speak, write, or understand the English language. The city will not restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under its programs or projects. Individuals may not be subjected to criteria or methods of administration which cause adverse impact because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program because of race, color or national origin. Therefore, the primary goals and objectives of the City's Title VI Program are:

1. To assign roles, responsibilities, and procedures for ensuring compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives;

2. To ensure that people affected by the city's programs and projects receive the services, benefits, and opportunities to which they are entitled without regard to race, color, national origin, age, sex, or disability;
3. To prevent discrimination in the city programs and activities, whether those programs and activities are federally funded or not;
4. To establish procedures for identifying impacts in any program, service, or activity that may create illegal adverse discrimination on any person because of race, color, national origin, age, sex, or disability; or on minority populations, low-income populations, the elderly, and all interested persons and affected Title VI populations;
5. To establish procedures to annually review Title VI compliance within specific program areas within the City;
6. To set forth procedures for filing and processing complaints by persons who believe they have been subjected to illegal discrimination under Title VI in the City services, programs or activities.

As the sub-recipient of federal transportation funds, the City must comply with federal and state laws, and related statutes, to ensure equal access and opportunity to all persons, with respect to transportation services, facilities, activities, and programs, without regard to race, color, religion, national origin, sex, socio-economic status, or geographical location. Every effort will be made to prevent discrimination in any program or activity, whether those programs and activities are federally funded or not, as guaranteed by the Civil Rights Restoration Act of 1987.

The City shall also ensure that their sub-recipients adhere to state and federal law and include in all written agreements or contracts, assurances that the sub-recipient must comply with Title VI and other related statutes. The City, as a sub-recipient who distributes federal transportation funds, shall monitor their sub-recipients for voluntary compliance with Title VI. In the event that non-compliance is discovered, the City will make a good faith effort to ensure that the subrecipient corrects any deficiencies arising out of complaints related to Title VI; and that subrecipients will proactively gauge the impacts of any program or activity on minority populations and low-income populations, the elderly, persons with disabilities, all interested persons and affected Title VI populations.

Discrimination under Title VI

There are two types of illegal discrimination prohibited under Title VI and its related statutes. One type of discrimination which may or may not be intentional is "disparate treatment." Disparate treatment is defined as treating similarly situated persons differently because of their race, color, national origin, sex, disability, or age.

The second type of illegal discrimination is "disparate impact." Disparate impact discrimination occurs when a "neutral procedure or practice" results in fewer services or benefits, or inferior services or benefits, to members of a protected group. With disparate impact, the focus is on the consequences of a decision, policy, or practice rather than the intent.

The City's efforts to prevent such discrimination must address, but not be limited to, a program's impacts, access, benefits, participation, treatment, services, contracting opportunities, training,

investigation of complaints, allocation of funds, prioritization of projects, and the overarching functions of planning, project development and delivery, right-of-way, construction, and research.

The city has developed this Title VI Plan to assure that services, programs, and activities of the City are offered, conducted, and administered fairly, without regard to race, color, national origin, sex, age, or disability of the participants or beneficiaries of federally funded programs, services, or activities (see Title VI Assurances).

CITY OF MARSHALL POLICY STATEMENT

The City of Marshall reaffirms its policy to allow all individuals the opportunity to participate in federal financially assisted services and adopts the following provision:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” In applying this policy, the City of Marshall and its subrecipients of federal funds shall not:

1. Deny any individual with any services, opportunity, or other benefit for which such individual is otherwise qualified;
2. Provide any individual with any service, or other benefit, which is inferior (in quantity or quality) to, or which is provided in a different manner from that which is provided to others;
3. Subject any individual to segregated or disparate treatment in any manner related to such individual's receipt of services or benefits;
4. Restrict an individual in any way from the enjoyment of services, facilities or any other advantage, privilege or other benefit provided to others;
5. Adopt or use methods of administration, which would limit participation by any group of recipients or subject any individual to discrimination;
6. Address any individual in a manner that denotes inferiority because of race, color, or national origin;
7. Permit discriminatory activity in a facility built in whole or in part with federal funds;
8. Deny any segment of the population the opportunity to participate in the operations of a planning or advisory body that is an integral part of a federally funded program;
9. Fail to provide information in a language other than English to potential or actual beneficiaries who are of limited English-speaking ability, when requested and as appropriate;
10. Subject an individual to discriminatory employment practices under any federally funded program whose objective is to provide employment;
11. Locate a facility in any way, which would limit or impede access to a federally-funded service or benefit.

The City will actively pursue the prevention of any Title VI deficiencies or violations and will take the necessary steps to ensure compliance. If irregularities occur in the administration of the program's operation, procedures will be promptly implemented to resolve Title VI issues all within a period not to exceed 90 days.

The City designates Tracy Hall, Payroll / Benefits Coordinator as the Title VI Coordinator. The Title VI Coordinator will be responsible for initiating and monitoring Title VI activities and other required matters, ensuring that the City of Marshall complies with the Title VI regulations and pursues prevention of Title VI deficiencies or violations. Inquiries concerning the City of Marshall and Title VI may be directed to City of Marshall, Attn: Tracy Hall, 323 West Michigan Avenue, Marshall, MI 49068, 269-781-5183, or thall@cityofmarshall.com.

James Schwartz, Mayor

Michelle Eubank, Clerk

Tracy Hall, Payroll / Benefits Coordinator

CITY OF MARSHALL TITLE VI ASSURANCE

The City of Marshall (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, and Department of Treasury, under the American Rescue Plan Act, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-42 USC 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs for the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of gender, race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and hereby gives assurances that it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7 (a) (1) and (b) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurance with respect to the Federal Aid Highway Program:

1. That the Recipient agrees that each "program" and each "facility as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federal Aid Highway Programs and, in adapted form in all proposals for negotiated agreements:

"The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Coronavirus Local Fiscal Recovery Funds and, in adapted form in all proposals for negotiated agreements:

"The sub-grantee, contractor, subcontractor, successor, transferee, and the assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity; denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d

et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

4. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
5. That the Recipient shall insert the clauses of Appendix B of this assurance, 'as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
6. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
7. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
8. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the Federal Aid Highway Program.
9. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
10. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
11. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

CITY OF MARSHALL

James Schwartz, Mayor

Date

Michelle Eubank, Clerk

Date

AUTHORITIES

Title VI of the Civil Rights Act of 1964, 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h);

Title VI of the Civil Rights Act of the 1964 provides that no person in the United States shall, on the grounds of race, color, national origin (including Limited English Proficiency), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance (please refer to 23 CFR 200.9 and 49 CFR 21). Related statutes have broadened the grounds to include age, sex, low income, and disability.

The Civil Rights Restoration Act of 1987 also broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100-259 [S. 557] March 22, 1988).

Federal Aid Highway Act of 1973, 23 USC 324: No person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under this title or carried on under this title.

Age Discrimination Act of 1975, 42 USC 6101: No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

Americans With Disabilities Act of 1990 PL 101-336: No qualified individual with a disability shall, by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination by a department, agency, special purpose district or other instrumentality of a state or local government.

Section 504 of the Rehabilitation Act of 1973: No qualified individual with a disability shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance.

USDOT Order 1050.2: Standard Title VI Assurances.

EO12250: Department of Justice Leadership and coordination of Non-discrimination Laws.

EO12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations.

28 CFR 50.3: Guidelines for the enforcement of Title VI of the Civil Rights Act of 1964.

EO13166: Improving Access to Services for Persons with Limited English Proficiency.

American Rescue Plan Act.

DEFINITIONS

Adverse Effects – The totality of significant individual or cumulative human health or environmental effects including interrelated social and economic effects, which may include, but are not limited to: (See Appendix E for additional discussion of “significant”)

- Bodily impairment, infirmity, illness or death
- Air, noise and water pollution and soil contamination
- Destruction or disruption of man-made or natural resources
- Destruction or diminution of aesthetic values
- Destruction or disruption of community cohesion or community’s economic vitality
- Destruction or disruption of the availability of public and private facilities and services
- Adverse employment effects
- Displacement of person’s businesses, farms or non-profit organizations
- Increased traffic congestion, isolation, exclusion or separation of minority or low-income individuals within a given community or from the broader community
- Denial of, reduction in, or significant delay in the receipt of benefits of the city programs, policies and activities

Federal Assistance – Includes grants and loans of federal funds; the grant or donation of federal property and interests in property; the detail of federal personnel, federal property or any interest in such property without consideration or at a nominal consideration or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and any federal agreement, arrangement or other contract which has, as one of its purposes, the provision of assistance.

Limited English Proficiency - Individuals with a primary or home language other than English who must, due to limited fluency in English, communicate in that primary or home language if the individuals are to have an equal opportunity to participate effectively in or benefit from any aid, service or benefit provided by the city.

Low-Income – A person whose median household income is at or below the Department of Health and Human Service Poverty guidelines. (<http://aspe.hhs.gov/poverty/>)

Low-Income Population – Any readily identifiable group of low-income persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed city program, policy or activity.

Minority – A person who is:

- a. Black – A person having origins in any of the black racial groups of Africa;
- b. Hispanic – A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
- c. Asian American – A person having origins in any of the original people of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands; or
- d. American Indian and Alaskan Native – A person having origins in any of the original people of North America and who maintains cultural identification through tribal affiliation or community recognition.

Minority Population – Any readily identifiable groups of minority persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed city program, policy or activity.

Non-Compliance – A recipient has failed to meet prescribed requirements and has shown an apparent lack of good faith effort in implementing all the requirements of Title VI and related statutes.

Persons – Where designation of persons by race, color or national origin is required, the following designation ordinarily may be used; “White not of Hispanic origin”, “Black not of Hispanic origin”, “Hispanic”, “Asian or Pacific Islander”, “American Indian or Alaskan Native”. Additional sub-categories based on national origin of primary language spoken may be used, where appropriate, on either a national or a regional basis.

Program – Includes any road or park project including planning or any activity for the provision of services financial aid or other benefits to individuals. This includes education or training, work opportunities, health welfare, rehabilitation, or other services, whether provided directly by the recipient of federal financial assistance or provided by others through contracts or other arrangements with the recipient.

Recipient - Any state, territory, possession, the District of Columbia, Puerto Rico, or any political subdivision, or instrumentality thereof, or any public or private agency, institution, or organization, or other entity, or any individual, in any state, territory, possession, the District of Columbia, or Puerto Rico, to whom Federal assistance is extended, either directly or through another recipient, for any program. Recipient includes any successor, assignee, or transferee thereof, but does not include any ultimate beneficiary under any such program.

Significant Adverse effects on Minority and Low-Income Populations – An adverse effect that:

- a. is predominantly borne by a minority population and/or a low-income population, or
- b. will be suffered by the minority population and/or low-income population and is shown to be appreciably more severe or greater in magnitude than the adverse effect that will be suffered by the non-minority population and/or non-low-income population.

Sub-Recipient – Any agency such as a council of governments, regional planning agency, or educational institution, for example, that received Federal Highway Administration (FHWA) funds through the State DOT and not directly from the FHWA. Other agencies, local governments, contractors, consultants that receive these funds are all considered subrecipients.

ADMINISTRATION – GENERAL

The City of Marshall designates Tracy Hall, HR Coordinator as the Title VI Coordinator (hereinafter referred to the “Title VI Coordinator”). Ms. Hall shall have lead responsibility for coordinating the administration of the Title VI and related statutes program, plan and assurances.

Complaints: If any individual believes that he/she or any other program beneficiaries have been the object of unequal treatment or discrimination as to the receipt of benefits and/or service, or on the grounds of race, color, national origin (including Limited English Proficiency), sex, age or disability, he/she may exercise his/her right to file a complaint with the city. Complaints may be

filed with the Title VI Coordinator. Every effort will be made to resolve complaints informally at the lowest level.

Data Collection: Statistical data on race, color, national origin, English language ability and sex of participants in and beneficiaries of the City of Marshall programs; e.g., impacted citizens and affected communities will be gathered and maintained by the City of Marshall. The gathering procedures will be reviewed annually to ensure sufficiency of the data in meeting the requirements of the Title VI program.

Program Reviews: Special emphasis program reviews will be conducted based on the annual summary of Title VI activities accomplishments and problems. The reviews will be conducted by the Title VI Coordinator to assure effectiveness in their compliance of Title VI provisions. The Title VI Coordinator will coordinate efforts to ensure the equal participation in all their programs and activities at all levels. The city does not have any special emphasis programs at this time.

Title VI Reviews on Sub-Recipients: Title VI compliance reviews will be conducted annually by the Title VI Coordinator. Priority for conducting reviews will be given to those recipients of federal (U.S. Department of Transportation) funds with the greatest potential of impact to those groups covered by the act. The reviews will entail examination of the recipients' adherence to all Title VI requirements. The status of each review will be reported in the annual update and reported to relevant U.S. Department of Transportation (USDOT) modes upon request.

Annual Reporting Form: The Title VI Coordinator will be responsible for coordination, compilation, and submission of annual reporting form data to the Michigan Department of Transportation (MDOT), Civil Rights Program Unit via the Sub-Recipient Annual Certification Form (MDOT form #0179) by October 5th.

Title VI Plan Updates: If updated, a copy of Title VI Plan will be submitted to the MDOT, Civil Rights Program Unit, as soon as the update has been completed, or as soon as practicable, and no later than 30 days if significant changes are made.

Public Dissemination: The City will disseminate Title VI Program information to the city employees and to the general public. Title VI Program information will be submitted to subrecipients, contractors and beneficiaries. Public dissemination will include inclusions of Title VI language in contracts and publishing the Title VI Plan on the city internet website, at www.cityofmarshall.com.

Remedial Action: The City, through the Title VI Coordinator, will actively pursue the prevention of Title VI deficiencies and violations and will take the necessary steps to ensure compliance with all program administrative requirements. When deficiencies are found, procedures will be promptly implemented to correct the deficiencies and to put in writing the corrective action(s). The period to determine corrective action(s) and put it/them in writing to effect compliance may not exceed 90 days from the date the deficiencies are found.

LIMITED ENGLISH PROFICIENCY

On August 11, 2000, President William J. Clinton signed an executive order, Executive Order 13166: Improving Access to Service for Persons with Limited English Proficiency¹, to clarify Title

¹ The executive order verbatim can be found online at <https://www.justice.gov/crt/executive-order-13166>

VI of the Civil Rights Act of 1964. It had as its purpose, to ensure accessibility to programs and services to otherwise eligible persons who are not proficient in the English language.

This executive order stated that individuals who do not speak English well and who have a limited ability to read, write and speak, or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964 with respect to a particular type of service, benefit, or encounter². These individuals are referred to as being limited in their ability to speak, read, write, or understand English, hence the designation, “LEP,” or Limited English Proficient. The Executive Order states that:

“Each federal agency shall prepare a plan to improve access to its federally conducted programs and activities by eligible LEP persons. Each plan shall be consistent with the standards set forth in the LEP Guidance, and shall include the steps the agency will take to ensure that eligible LEP persons can meaningfully access the agency’s programs and activities.”

Not only do all federal agencies have to develop LEP plans as a condition of receiving federal financial assistance, recipients have to comply with Title VI and LEP guidelines of the federal agency from which funds are provided as well.

Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance. Recipients of federal funds range from state and local agencies, to nonprofits and organizations. Title VI covers a recipient’s entire program or activity. This means all parts of a recipient’s operations are covered, even if only one part of a recipient’s organization receives the federal assistance. Simply put, any organization that receives federal financial assistance is required to follow this Executive Order.

The City of Marshall receives funds from the US Department of Transportation via the Federal Highway Administration.

The US Department of Transportation published *Policy Guidance Concerning Recipients’ responsibilities to Limited English Proficient Person* in the December 14th, 2005 Federal Register.³

The Guidance implies that the City of Marshall is an organization that must follow this guidance:

This guidance applies to all DOT funding recipients, which include state departments of transportation, state motor vehicle administrations, airport operators, metropolitan planning organizations, and regional, state, and local transit operators, among many others. Coverage extends to a recipient’s entire program or activity, i.e., to all parts of a recipient’s operations.

This is true even if only one part of the recipient receives the Federal assistance. For example, if DOT provides assistance to a state department of transportation to rehabilitate a particular highway on the National Highway System, all of the operations of the entire state department of

² Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons. Federal Register: December 14, 2005 (Volume 70, Number 239)

³ See: <https://www.federalregister.gov/documents/2005/12/14/05-23972/policy-guidance-concerning-recipients-responsibilities-to-limited-english-proficient-lep-persons>

transportation—not just the particular highway program or project—are covered by the DOT guidance.

Elements of an Effective LEP Policy

The US Department of Justice, Civil Rights Division has developed a set of elements that may be helpful in designing and LEP policy or plan. These elements include:

1. Identifying LEP persons who need language assistance
2. Identifying ways in which language assistance will be provided
3. Training Staff
4. Providing notice to LEP persons
5. The recommended method of evaluating accessibility to available transportation services is the Four-Factor Analysis identified by the USDOT.

These recommended plan elements have been incorporated into this plan.

Methodology for Assessing Needs and Reasonable Steps for an Effective LEP Policy

The DOT guidance outlines four factors recipients should apply to the various kinds of contacts they have with the public to assess language needs and decide what reasonable steps they should take to ensure meaningful access for LEP persons:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee.
2. The frequency with which LEP individuals come in contact with the program.
3. The nature and importance of the program, activity, or service provided by the recipient to the LEP Community.
4. The resources available to the City of Marshall and overall cost.

The greater the number or proportion of eligible LEP persons; the greater the frequency with which they have contact with a program, activity, or service and the greater the importance of that program, activity, or service, the more likely enhanced language services will be needed. The intent of DOT's guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small organizations and local governments.

Smaller recipients with more limited budgets are typically not expected to provide the same level of language service as larger recipients with larger budgets.

The DOT guidance is modeled after the Department of Justice's guidance and requires recipients and sub-recipients to take steps to ensure meaningful access to their programs and activities to LEP persons. More information for recipients and sub-recipients can be found at <http://www.lep.gov>.

The Four-Factor Analysis

This plan uses the recommended four-factor analysis of an individualized assessment considering the four factors outlined above. Each of the following factors is examined to determine the level and extent of language assistance measures required to sufficiently ensure meaningful access to

City of Marshall services and activities that may affect their quality of life. Recommendations are then based on the results of the analysis.

Factor 1: The Proportion, Numbers and Distribution of LEP Persons

The Census Bureau has a range for four classifications of how well people speak English. The classifications are: 'very well,' 'well,' 'not well,' and 'not at all.' For our planning purposes, we are considering people that speak English less than 'very well' as Limited English Proficient persons.

As seen in Table #1, the Census 2020 Data for City of Marshall shows a small amount of the population that would speak English less than 'very well'.

TABLE #1

LANGUAGE SPOKEN AT HOME	# of Individuals	Percent
Population 5 years and over	6,472	
English only	6,322	97.7%
Language other than English	150	2.3%
Speak English less than "very well"	93	1.4%
Spanish	61	0.9%
Speak English less than "very well"	41	0.6%
Other Indo-European languages	52	0.8%
Speak English less than "very well"	22	0.3%
Asian and Pacific Islander languages	30	0.5%
Speak English less than "very well"	30	0.5%
Other languages	7	0.1%
Speak English less than "very well"	0	0.0%

Factor 2: Frequency of Contact with LEP Individuals

The city has conducted an informal survey of our employees with regard to whether they have had encounters with LEP individuals in the performance of their job functions and found that they have not had any encounters with LEP individuals. We have offices accessible to the public and therefore accessible to LEP individuals and we have staff that work in the field that could encounter LEP individuals. Additionally, City Council meetings are held twice a month which would potentially bring LEP individuals to these meetings. Given the small number of LEP individuals as displayed in Table #1 (above) the probability of our employees to encounter and LEP individual is low.

Factor 3: The Nature and Importance of the Program, Activity, or Service to LEP

The City of Marshall serves individuals throughout the City in a variety of ways including managing roads, water, sewer, police, fire, elections, and other services to citizens of the City and individuals from outside of the city, such as visitors and those traversing the state. The nature of the services that the City provides is very important to an individual's day-to-day life. Therefore, the denial of services to an LEP individual could have a significant detrimental effect. Although the LEP population in the city is small, we will ensure accessibility to all of our programs, services, and activities.

Factor 4: The Resources Available to the City of Marshall and Overall Cost

US Department of Transportation Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons published in the Federal Register: December 14, 2005 (Volume 70, Number 239) states:

"Certain DOT recipients, such as those serving very few LEP persons or those with very limited resources, may choose not to develop a written LEP plan."

The City of Marshall does serve very few LEP persons and has very limited resources; therefore, it has decided to include a LEP section in its Title VI Plan in order to comply with the Executive Order.

Safe Harbor Stipulation

Federal law provides a "Safe Harbor" situation so that recipients can ensure with greater certainty that they comply with their obligation to provide written translations in languages other than English. A "Safe Harbor" means that if a recipient provides written translation in certain circumstances, such action will be considered strong evidence of compliance with the recipient's written-translation obligations under Title VI.

The failure to provide written translations under the circumstances does not mean there is noncompliance, but rather provides a guide for recipients that would like greater certainty of compliance than can be provided by a fact-intensive, four-factor analysis. For example, even if a Safe Harbor is not used, if written translation of a certain document(s) would be so burdensome as to defeat the legitimate objectives of its program, it is not necessary. Other ways of providing meaningful access, such as effective oral interpretation of certain vital documents, might be acceptable under such circumstances.

Strong evidence of compliance with the recipient's written translation obligations under "Safe Harbor" includes providing written translations of vital documents for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally.

This "Safe Harbor" provision applies to the translation of written documents only. It does not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable.

Given the small number of LEP language group members, the City of Marshall budget and number of staff, it is deemed that written translations of vital documents would be so burdensome as to defeat the legitimate objectives of our programs. It is more appropriate for City of Marshall to proceed with oral interpretation options for compliance with LEP regulations.

Providing Notice to LEP Persons

USDOT LEP guidance says: *Once an agency has decided, based on the four factors, that it will provide language service, it is important that the recipient notify LEP persons of services available free of charge. Recipients should provide this notice in languages LEP persons would understand.*

The guidance provides several examples of notification including:

1. Signage in languages that an LEP individual would understand when free language assistance is available with advance notice.
2. Stating in outreach documents that free language services are available from the agency.
3. Working with community-based organizations and other stakeholders to inform LEP individuals of the recipient's services, including the availability of language assistance services.

Statements in languages that an LEP individual would understand will be placed in public information and public notices informing LEP individuals that persons requiring language assistance and/or special accommodations will be provided the requested service free of charge, with reasonable advance notice to the City of Marshall.

Options and Proposed Actions

Options:

Federal fund recipients have two (2) main ways to provide language services: oral interpretation either in person or via telephone interpretation service and written translation. The correct mix should be based on what is both necessary and reasonable in light of the four-factor analysis.⁴

The City of Marshall is defining an interpreter as a person who translates spoken language orally, as opposed to a translator, who translates written language and a translator as a person who transfers the meaning of written text from one language into another. The person who translates orally is not a translator, but an interpreter.⁵

Considering the relatively small size of the City of Marshall, the small number of LEP individuals in the service area, and limited financial resources, it is necessary to limit language aid to the most basic and cost-effective services.

⁴ https://www.fhwa.dot.gov/civilrights/programs/title_vi/lep_fourfactor.cfm

⁵ Department of Justice Final LEP Guidelines, Federal Register June 18, 2002-Vol. 67-Number 117.

What the City of Marshall will do. What actions will the City of Marshall take?

- Notify the public that interpreter services are available upon request, with seven-day advance notice.
- With advance notice of seven calendar days, the City will provide interpreter services at public meetings, including language translation and signage for the hearing impaired.
- The City will utilize the *Translators Resource List* as provided by MDOT for translation services and verbal interpretation.
- The Census Bureau “I-speak” Language Identification Card will be distributed to all employees that may potentially encounter LEP individuals.
- Once the LEP individual’s language has been identified, an agency from the *Translators Resource List* will be contacted to provide interpretation services.
- Publications of the city’s complaint form will be made available online and upon request.
- In the event that a City employee encounters a LEP individual, they will follow the procedure listed below:

OFFICE ENCOUNTER

1. Provide an I-speak language identification card to determine the language spoken of the LEP individual.
2. Once the foreign language is determined, provide information to Title VI coordinator who will contact an interpreter from MDOT’s *Translators Resource List*.
3. If the need is for a document to be translated, the Title VI coordinator will have the document translated and provided to the requestor as soon as possible.

ROAD ENCOUNTER

1. Road crew employee will immediately contact the Title VI coordinator for assistance, and provide an I-speak language identification card to the LEP individual to determine the language spoken of the individual.
2. Once the foreign language is determined, provide information to Title VI coordinator who will contact an interpreter from MDOT's *Translators Resource List* to provide telephonic interpretation.
3. If the need is for a document to be translated, the Title VI coordinator will have the document translated and provided to the requestor as soon as possible.

IN WRITING

1. Once a letter has been received it will be immediately forwarded to the Title VI Coordinator.
2. The Title VI Coordinator will contact a translator from the MDOT's *Translators Resource List* to determine the specifics of the letter request information.
3. The Title VI Coordinator will work with the selected agency to provide the requested service to the individual in a timely manner.

OVER THE PHONE

1. If someone calls into our office speaking another language every attempt will be made to keep that individual on the line until an interpreter can be conferenced into the line and if possible, determine the language spoken of the caller.
2. Once the language has need determined we will proceed providing the requested assistance to the LEP individual.

City of Marshall Staff Training

The City of Marshall staff will be provided training on the requirements for providing meaningful access to services for LEP persons.

LEP Plan Access

A copy of the LEP plan document can be requested at Marshall Town Hall during normal business hours and the City of Marshall will make the plan available on the website at www.cityofmarshall.com. Any person or agency may also request a copy by contacting:

Tracy Hall, Payroll / Benefits Coordinator, 323 West Michigan Avenue, Marshall, MI 49068, thall@cityofmarshall.com, phone: 269-781-5183, or fax: 269-781-3835.

ENVIRONMENTAL JUSTICE

Compliance with Title VI includes ensuring that no minority or low-income population suffers "disproportionately high and adverse human health or environmental effect" due to any "programs, policies and activities" undertaken by any agency receiving federal funds. This obligation will be met by the city in the following ways:

- When planning specific programs or projects, identifying those populations that will be affected by a given program or project.
- If a disproportionate effect is anticipated, following mitigation procedures.
- If mitigation options do not sufficiently eliminate the disproportionate effect, discussing and, if necessary, implementing reasonable alternatives.

Disproportionate effects are those effects which are appreciably more severe for one group or predominantly borne by a single group. The city will use U.S. Census data to identify low income and minority populations.

Where a project impacts a small number or area of low income or minority populations, the city will document that:

- Other reasonable alternatives were evaluated and were eliminated for reasons such as the alternatives impacted a far greater number of people or did greater harm to the environment, etc.
- The project's impact is unavoidable,
- The benefits of the project far out-weigh the overall impacts and
- Mitigation measures are being taken to reduce the harm to low income or minority populations.

If it is concluded that no minority and/or low-income population groups are present in the project area, the city will document how the conclusion was reached. If it is determined that one or more of these population groups are present in the area, the city will administer potential disproportionate effects test.

The following steps will be taken to assess the impact of project on minority and/or low-income population groups:

STEP ONE: Determine if a minority or low-income population is present within the project area. If the conclusion is that no minority and/or low-income population is present within the project area, document how the conclusion was reached. If the conclusion is that there are minority population and/or low-income population groups present, proceed to Step Two.

STEP TWO: Determine whether project impacts associated with the identified low income and minority populations are disproportionately high and adverse. In doing so, refer to the list of potential impacts and questions contained in Appendix E. If it is determined that there are disproportionately high and adverse impacts to minority and low-income populations, proceed to Step Three.

STEP THREE: Propose measures that will avoid, minimize and/or mitigate disproportionately high and disproportionate adverse impacts and provide offsetting benefits and opportunities to enhance communities, neighborhoods and individuals affected by proposed project.

STEP FOUR: If after mitigation, enhancements and offsetting benefits to the affected populations, there remains a high and disproportionate adverse impact to minority or low-income populations, then the following questions must be considered:

Question 1: Are there further mitigation measures that could be employed to avoid or reduce the adverse effect to the minority or low-income population?

Question 2: Are there other additional alternatives to the proposed action that would avoid or reduce the impacts to the low income or minority populations?

Question 3: Considering the overall public interest, is there a substantial need for the project?

Question 4: Will the alternatives that would satisfy the need for the project and have less impact on protected populations (a) have other social economic or environmental impacts that are more severe than those of the proposed action (b) have increased costs of extraordinary magnitude?

STEP FIVE: Include all findings, determinations or demonstrations in the environmental document prepared for the project.

FILING A TITLE VI COMPLAINT

I. Introduction

The Title VI complaint procedures are intended to provide aggrieved persons an avenue to raise complaints of discrimination regarding the city programs, activities and services as required by statute.

II. Purpose

The purpose of the discrimination complaint procedures is to describe the process used by the city for processing complaints of discrimination under Title VI of the Civil Rights Act of 1964 and related statutes.

III. Roles and Responsibilities

The Title VI Coordinator has overall responsibility for the discrimination complaint process and procedures. The Title VI Coordinator may, at his/her discretion assign a capable person to investigate the complaint.

The designated investigator will conduct an impartial and objective investigation, collect factual information and prepare a fact-finding report based upon information obtained from the investigation.

IV. Filing a Complaint

The complainant shall make him/herself reasonably available to the designated investigator, to ensure completion of the investigation within the timeframes set forth.

Applicability: The complaint procedures apply to the beneficiaries of the city programs, activities and services, including but not limited to: the public, contractors, sub-contractors, consultants, and other sub-recipients of federal and state funds.

Eligibility: Any person who believes that he/she has been excluded from participation in, denied benefits or services of any program or activity administered by the city or its sub-recipients, consultants and contractors on the basis of race, color, national origin (including Limited English Proficiency), sex, age or disability may bring forth a complaint of discrimination under Title VI.

Time Limitation on Filing Complaints: Title VI complaints may be filed with the Title VI Coordinator's office. In all situations, the employees of the city must contact the Title VI Coordinator immediately upon receipt of Title VI related statutes complaints.

Complaints must be filed within 180 days of the alleged discrimination. If the complainant could not reasonably be expected to know that the act was discriminatory within the 180-day period, he/she will have 60 additional days after becoming aware of the illegal discrimination to file the complaint.

Complaints must be in writing, and must be signed by the complainant and/or the complainant's representative. The complaint must set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In cases where the complainant is unable or incapable of providing a written statement, the complainant will be assisted in converting the verbal complaint into a written complaint. All complaints, however, must be signed by the complainant and/or by the complainant's representative.

Items that should not be considered a formal complaint: (unless the items contain a signed cover letter specifically alleging a violation of Title VI) include but are not limited to:

1. An anonymous complaint that is too vague to obtain required information
2. Inquiries seeking advice or information
3. Courtesy copies of court pleadings
4. Newspaper articles
5. Courtesy copies of internal grievances

V. Investigation

Investigation Plan: The investigator shall prepare a written plan, which includes, but is not limited to the following:

- Names of the complainant(s) and respondent(s)
- Basis for complaint
- Issues, events or circumstances that caused the person to believe that he/she has been discriminated against
- Information needed to address the issue
- Criteria, sources necessary to obtain the information
- Identification of key people
- Estimated investigation time line
- Remedy sought by the complainant(s)

Conducting the Investigation:

- The investigation will address only those issues relevant to the allegations in the complaint.
- Confidentiality will be maintained as much as possible.
- Interviews will be conducted to obtain facts and evidence regarding the allegations in the complaint. The investigator will ask questions to elicit information about aspects of the case.

- A chronological contact sheet is maintained in the case file throughout the investigation.
- If a Title VI complaint is received on a MDOT related contract against the City of Marshall, MDOT will be responsible for conducting the investigation of the complaint. Upon receipt of a Title VI complaint filed against the City of Marshall, the complaint and any pertinent information should immediately be forwarded to the MDOT, Civil Rights Program Unit.

Investigation Reporting Process:

- Complaints made against the city's sub-recipient should be investigated by the city following the internal complaint process.
- Within 60 days of receiving the complaint, the investigator prepares an investigative report and submits the report and supporting documentation to the office of Tracy Hall for review.
- The City Manager reviews the file and investigative report. Subsequent to the review, the City Manager makes a determination of "probable cause" or "no probable cause" and prepares the decision letter.

Retaliation:

The laws enforced by this city prohibit retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by these laws. If you experience retaliation or intimidation separate from the discrimination alleged in this complaint please contact:

City of Marshall
Tracy Hall, Title VI Coordinator
323 West Michigan Avenue
Marshall, MI 49068
Phone: 269-781-5183
Fax: 269-781-3835
E-mail: thall@cityofmarshall.com

Reporting Requirements to an External Agency

A copy of the complaint, together with a copy of the investigation report and final decision letter will be forwarded to the MDOT, Civil Rights Program Unit within 60 days of the date the complaint was received.

Records

All records and investigative working files are maintained in a confidential area. Records are kept for three years.

CITY OF MARSHALL TITLE VI NOTICE

The City of Marshall is committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services on the basis of race, color or national origin, as protected by Title VI of the Civil Rights Act of 1964 and Federal Transit Administration (FTA) Circular 4702.1B. For additional information on Title VI or to file a complaint, contact Tracy Hall, title VI Coordinator, City of Marshall, 323 West Michigan Avenue, Marshall, MI 49068, Phone: 269.781.5183, Fax: 269.781.3835, or E-mail: thall@cityofmarshall.com.

The above notice is posted in the following locations:

- *All Dial-A-Ride and Albion/Marshall Connector vehicles*
- *City of Marshall Transit office*
- *City of Marshall Transit website*

LIST OF INVESTIGATIONS, LAWSUITS, AND COMPLAINTS

	Date (Month, Day, Year)	Summary (include basis of complaint: race, color, or national origin)	Status	Action(s) Taken
Investigations				
1.				
2.				
Lawsuits				
1.				
2.				
Complaints				
1.				
2.				

PUBLIC PARTICIPATION AND COMMUNITY OUTREACH

As a public transportation provider, Dial-A-Ride (DART) and the Albion-Marshall Connector (AMC) programs has made, or is making the following outreach efforts:

- All meetings of the Marshall City Council that are routinely scheduled and noticed are open to the public with a public comment period provided so that persons with disabilities, senior citizens, low-income individuals, and minorities may provide input to the decision-making process.

- DART and the AMC will always strive to improve the accessibility of our transit operations information to minority populations, senior citizens, low-income individuals, and Limited English Proficient persons within our community and our service areas.
- DART and the AMC will provide a means for citizens to offer input on any proposed service changes, hours of operation changes, fare increases, and all Federal and State applications.
- Meeting notices for DART and the AMC will be posted at City Hall and on our website (www.cityofmarshall.com)
- Opportunity for public comments are provided with each Federal and State application for capital and /or operating assistance via a publicized 30-day comment period; with notices at City Hall, local publication, and on Marshall City's website www.cityofmarshall.com.

TRANSIT-RELATED, NON-ELECTED BOARDS OR COUNCILS

City of Marshall DART and AMC has one transit-related, non-elected, Local Advisory Council (LAC). Members are appointed by the Marshall City Council and usually meet once a year.

<i>Race</i>	<i>Local Advisory Council (LAC)</i>
Caucasian	2
African American	
Latino	1
Asian American	

FACILITY IMPROVEMENTS

The City of Marshall DART and AMC has not constructed any vehicle storage, maintenance, or operations center facilities since our last approved Title VI submission, however, should any of these types of construction or improvements occur, a Title VI Equity Analysis will be conducted.

APPENDIX A [TO BE INSERTED IN ALL FEDERAL-AID CONTRACTS]

During the performance of this contract, the contractor, for itself, its assignees and successors, in interest (hereinafter referred to as the "contractor") agrees, as follows:

1. **Compliance with Regulations:** The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Compliance with the American Rescue Plan Act:** The sub-grantee, contractor, subcontractor, successor, transferee, and the assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity; denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made a part of this contract or agreement.
3. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
4. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
5. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
6. **Sanctions for Noncompliance:** In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
7. **Incorporation of Provisions:** The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action

with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. **No Texting While Driving:** City employees, volunteers, and contractors shall not engage in text messaging, including reading, typing, or sending a text message, or any sort of electronic messaging:
 - a. When driving city vehicles, or when in personal vehicles while on official city business, or
 - b. When using electronic equipment supplied by the city while driving.
9. **Seat Belt Use:** City employees, volunteers, and subcontractors occupying any seating position of a motor vehicle, either city owned, or a personal vehicle whereby the occupants are on city business, whose seat is equipped with a seat belt, shall have the seat belt properly fastened at all times the vehicle is in motion.

APPENDIX B TRANSFER OF PROPERTY

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the State of Michigan, will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4) does hereby remise, release, quitclaim and convey unto the State of Michigan all the right, title and interest of the Department of Transportation in and to said lands described Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE) *

TO HAVE AND TO HOLD said lands and interests therein unto the State of Michigan, and its successors forever, subject, however, the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the State of Michigan, its successors and assigns.

The State of Michigan, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part, on, over, or under such lands hereby conveyed (,) (and)*(2) that the State of Michigan shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this deed.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

APPENDIX C PERMITS, LEASES AND LICENSES

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Michigan Department of Transportation, pursuant to the provisions of Assurance 7(a).

The grantee, licensee, lessee, permittee, etc., (as appropriate) for himself, his heirs, personal representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases, add, "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall remain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.) *

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to terminate the license, lease, permit, etc., and to re-enter and repossess said land and the facilities thereon, and hold the same as if said license, lease, permit, etc., had never been made or issued.

(Include in deeds) *

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to re-enter lands and facilities hereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Michigan Department of Transportation and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of the Title VI of the Civil Rights Act of 1964 and the Civil Rights Act of 1987.

APPENDIX D TITLE VI COMPLAINT FORM

CITY OF MARSHALL TITLE VI COMPLAINT FORM

Title VI of the Civil Rights Act of 1964 states that "No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or otherwise be subjected to discrimination in any program, service, or activity receiving federal assistance."

This form may be used to file a complaint with the City of Marshall based on violations of Title VI of the Civil Rights Act of 1964. You are not required to use this form; a letter that provides the same information may be submitted to file your complaint. **Complaints should be filed within 180 days of the alleged discrimination. If you could not reasonably be expected to know the act was discriminatory within 180-day period, you have 60 days after you became aware to file your complaint.**

If you need assistance completing this form due to a physical impairment, please contact Tracy Hall, Title VI Coordinator by phone at 269-781-5183 or by e-mail at thall@cityofmarshall.com.

Name: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ (home) _____ (work)

Individual(s) discriminated against, if different than above (use additional pages, if needed).

Name: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ (home) _____ (work)

Please explain your relationship with the individual(s) indicated above: _____

Name of agency and department or program that discriminated:

Agency or department name: _____

Name of individual (if known): _____

Address: _____

City: _____ State: _____ Zip: _____

Date(s) of alleged discrimination:

Date discrimination began _____ Last or most recent date _____

ALLEGED DISCRIMINATION:

If your complaint is in regard to discrimination in the delivery of services or discrimination that involved the treatment of you by others by the agency or department indicated above, please indicate below the basis on which you believe these discriminatory actions were taken.

_____ Race	_____ Religion
_____ Color	_____ National Origin
_____ Age	_____ Sex
_____ Disability	_____ Income

Explain: Please explain as clearly as possible what happened. Provide the name(s) of witness(es) and others involved in the alleged discrimination. (Attach additional sheets, if necessary, and provide a copy of written material pertaining to your case).

Signature: _____ Date: _____

Please return completed form to: Tracy Hall, Title VI Coordinator, 323 West Michigan Avenue, Marshall, MI 49068, Phone: 269.781.5183, Fax: 269.781.3835, or E-mail: thall@cityofmarshall.com

Note: *The City prohibits retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by policies of the City. Please inform the person listed above if you feel you were intimidated or experience perceived retaliation in relation to filing this complaint.*

APPENDIX E DETERMINE/DISTINGUISH SIGNIFICANT/NON-SIGNIFICANT EFFECTS

“Significant” requires considerations of both context and intensity:

(a) *Context*. This means that the significance of an action must be analyzed in several contexts such as society as a whole (human, nation), the affected region, the affected interests, and the locality. Significance varies with the setting of the proposed action. For instance, in the case of a site-specific action, significance would usually depend upon the effects in the local area rather than in the world as a whole. Both short-and long-term effects are relevant.

(b) *Intensity*. This refers to the severity of impact. Responsible officials must bear in mind that more than one agency may make decisions about partial aspects of a major action.

The following should be considered in evaluating intensity:

- (1) Impacts that may be both beneficial and adverse. A significant effect may exist even if, on balance, the effect would be beneficial.

“Non-significant effect” means no substantial change to an environmental component and this no material bearing on the decision-making process.

Scientific, technical, institutional, the public’s value, and the local economic conditions influence the meaning of significant effect.

If an alternative would provide a beneficial effect, then the alternative would cause no significant adverse effect. If an alternative would provide an adverse effect, the effect might be significant or the effect might be non-significant.

Determinations of “significant” and “non-significant” effects will be made by the City Manager.

APPENDIX F PROGRAM COMPLIANCE/PROGRAM REVIEW GOALS FOR CURRENT PLAN YEAR

1. The City of Marshall's Title VI Plan will be communicated to each City Department Head who will review the plan with departmental employees. All City employees will be trained or made aware of the Title VI and LEP policies and complaint procedures.
2. The City of Marshall's Title VI Plan will be published on the City's website, www.cityofmarshall.com, within 90 days of approval.
3. Appendix A will be included in all City contracts as outlined in the Title VI Plan.
4. The language in Number 2 of the City's Title VI Assurance will be included in all solicitations for bids for work or material subject to the Regulations and in all proposals for negotiated agreements.
5. The procedure(s) for responding to individuals with Limited English Proficiency will be implemented.
6. A review of city facilities will be conducted in reference to compliance with the American Disabilities Act.
7. The following data will be collected and reviewed by the Title VI Coordinator and included, where appropriate, in the annual report submitted to MDOT.
 - a. **Boards and Commissions:** The number of vacancies; how vacancies are advertised and filled; the number of applicants; the representation of minorities will be evaluated.
 - b. **Public Meetings:** The number of open meetings; how meeting dates and times communicated to the general public and to individuals directly affected by the meeting.
 - c. **Construction Projects:** The number of construction projects and minority contractors bidding and the number selected; verification that Title VI language was included in bids and contracts for each project.
 - d. **LEP Needs:** How many requests for language assistance that were requested or required; the outcome of these requests.
 - e. **Complaints:** The number of Title VI complaints received; nature of the complaints; resolution of the complaints.
 - f. **Timeliness of Services:** The number of requests for services; amount of time from request to when service was delivered; number of requests denied.
 - g. **Right of Way/Imminent Domain:** The number of such actions and diversity of individual(s) affected.
 - h. **Program Participants:** Racial data of program participants where possible.



ITEM 13.A

TO: Honorable Mayor and City Council
FROM: James Schwartz, Mayor
Derek N. Perry, City Manager
DATE: April 3, 2023
SUBJECT: **MARSHALL DISTRICT LIBRARY BOARD REPRESENTATIVE
APPOINTMENT**

The Marshall District Library Board is composed of seven members from participating communities (City of Marshall, Eckford, Fredonia, Marengo and Marshall Township) of the district. Three of the seven representatives are appointed by the City of Marshall and may serve for three, 3-year terms (total of 9 years).

Current member, MJ Harting-Minkwic, is currently at the end of her first, 3-year term. She has expressed interest in being reappointed to continue her service on the library board representing the residents of Marshall.

Other current City representatives on the board include Ann Fitzpatrick (term expires on 3/31/2024) and Gerald Marshall (term expires on 3/31/2025).

BUDGET IMPACT:

None.

RECOMMENDATION:

Re-appoint MJ Harting-Minkwic to the Marshall District Library Board for a three-year term expiring on March 31, 2026.