

CITY COUNCIL AGENDA

Regular Meeting

March 16, 2026 at 7:00 PM



1) CALL TO ORDER

2) ROLL CALL

3) INVOCATION

4) PLEDGE OF ALLEGIANCE

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

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

7) CONSENT AGENDA

A. City Council Minutes

Work Session - March 2, 2026

Regular Session - March 2, 2026

B. City Bills

Purchases 2/27/2026

\$235,618.66

Purchases 3/4/2026

\$35,487.26

TOTAL

\$271,105.92

C. DANGEROUS BUILDING - REQUEST TO FILE LITIGATION

D. MASTER SERVICE AGREEMENT WITH POWER SYSTEM ENGINEERING

E. SPECIAL EVENT REQUEST — GARDEN TOUR

8) PRESENTATIONS AND RECOGNITIONS

9) INFORMATIONAL ITEMS

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

A. RESOLUTION 2026-8 - KETCHUM PARK IMPROVEMENTS - MDNR TRUST FUND GRANT

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

A. RESOLUTION 2026-5 - STATE HIGH WATER INFRASTRUCTURE GRANT

B. RESOLUTION - 2026-7 - PROPERTY TRANSFER OF OPPORTUNITY DRIVE RIGHT OF WAY

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

- C. GRANT REQUEST - S. KALAMAZOO/HUGHES INTERSECTION IMPROVEMENTS
- D. SET PUBLIC HEARING - ORDINANCE 2026-01 - AMENDMENT TO 132.01 THREATS; ASSAULT AND BATTERY
- E. SET PUBLIC HEARING - ORDINANCE 2026-02 -AMENDMENT TO 131.02 HARASSING COMMUNICATIONS
- F. SET PUBLIC HEARING - ORDINANCE 2026-03 - AMENDMENT TO 134.04 DISORDERLY CONDUCT
- G. SET PUBLIC HEARING - ORDINANCE 2026-04 – AMENDMENT TO 134.03 DISORDERLY HOUSE

13) APPOINTMENTS / ELECTIONS

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

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

CITY COUNCIL MINUTES

March 2, 2026

Regular Meeting - 7:00 PM

[IGNORE_INDENT]

1) CALL TO ORDER

IN A REGULAR SESSION held on Monday, March 2, 2026 at 7:00 PM in the Council Chambers of City Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Wolfersberger.

2) ROLL CALL

Roll was called:

Present: Mayor Scott Wolfersberger, Theresa Chaney-Huggett, Jacob Gates, James Hackworth, Ryan Traver, and Ryan Underhill

Also Present: Manager Perry and Clerk Eubank

Absent: Andrew Scibbe

3) INVOCATION

4) PLEDGE OF ALLEGIANCE

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

Moved by Jacob Gates, supported by James Hackworth to approve the agenda as presented. On a voice vote: **Motion carried.**

6) PUBLIC COMMENT ON AGENDA ITEMS

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

Regis Klingler of 348 Butler Ct, Kelly Isaac of the City of Marshall, Rick Huggett, Jim Sleight of Litchfield, Barry Wayne Adams of 622 W Green St, Rebekah Sebring of Marshall, Kyle Morris of J Dr N, and Haylee Morris of J Dr N gave public comment.

7) CONSENT AGENDA

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

Ayes: Scott Wolfersberger, Theresa Chaney-Huggett, Jacob Gates, James Hackworth, Ryan Traver, Ryan Underhill

Nays: None

Abstain: None

Motion carried.

A. City Council Minutes

Work Session - February 2, 2026

Regular Session - February 2, 2026

B. City Bills

Purchases 1/30/2026

\$4,536.58

Purchases 2/4/2026	\$5,234.41
Purchases 2/6/2026	\$424,202.73
January Power Purchase	\$532,383.16
Purchases 2/13/2026	\$1,112,524.78
Purchases 2/17/2026	\$9,488.00
Purchases 2/20/2026	\$1,575,760.85
TOTAL	\$3,664,130.51

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

D. **SPECIAL EVENT REQUEST - FRIDAY'S AT THE FOUNTAIN**

E. **SPECIAL EVENT REQUEST - ROTARY DUCK PLUCK**

8) **PRESENTATIONS AND RECOGNITIONS**

9) **INFORMATIONAL ITEMS**

A. **OPINION- COURT OF APPEALS FEBRUARY 25, 2026 - Committee For Marshall Not The Megasite V City Of Marshall**

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

A. **PUBLIC HEARING - SPECIAL LAND USE #SLU25-001**

Mayor Wolfersberger opened the Public Hearing on SLU 25-001 for 2 drive-throughs at 15885 W Michigan Ave at 7:25 pm.

Barry Wayne Adams spoke during the public hearing.

Mayor Wolfersberger closed the Public Hearing on SLU 25-001 for 2 drive-throughs at 15885 W Michigan Ave at 7:29 pm.

Moved by James Hackworth, supported by Ryan Underhill to Approve Special Land Use #SLU25-001 for two drive-throughs at proposed restaurants at 15885 West Michigan Avenue. On a roll call vote:

Ayes: Scott Wolfersberger, Theresa Chaney-Huggett, Jacob Gates, James Hackworth, Ryan Traver, Ryan Underhill

Nays: None

Abstain: None

11) **OLD BUSINESS**

12) REPORTS AND RECOMMENDATIONS

A. SPECIAL EVENT APPLICATION - REDHAWK RAFFLE

Moved by Jacob Gates, supported by Ryan Underhill to approve the Marshall Athletic Boosters Redhawk Raffle Special Event application for April 11, 2026. On a voice vote: **Motion carried.**

B. LETTER OF INTENT - CDBG APPLICATION FOR HOUSING REPAIR GRANT PROGRAM

Moved by Ryan Traver, supported by Theresa Chaney-Huggett to approve the submission of the Letter of Intent to the Michigan State Housing Development Authority. On a voice vote: **Motion carried.**

C. SET PUBLIC HEARING - MDNR TRUST FUND GRANT

Moved by James Hackworth, supported by Jacob Gates to introduce the request to submit for a Trust Fund Grant and schedule a public hearing for the consideration of an Application for a Michigan Trust Fund Grant to be held at the regularly scheduled City Council meeting at 7pm on March 16, 2026. On a voice vote: **Motion carried.**

D. PURCHASE - OVERHEAD ALUMINUM CONDUCTOR

Moved by Jacob Gates, supported by James Hackworth to approve the purchase of an aluminum overhead conductor in the amount of \$3.60 per foot with American Wire Group in Miami, Florida. On a roll call vote:

Ayes: Scott Wolfersberger, Theresa Chaney-Huggett, Jacob Gates, James Hackworth, Ryan Traver, Ryan Underhill

Nays: None

Abstain: None

Motion carried.

E. PURCHASE - NEW FIRE ENGINE

Moved by Jacob Gates, supported by Ryan Underhill to approve the ordering and purchase of a 2027 Spartan Star Series Pumper/Tanker from CSI Emergency Apparatus through the Sourcewell Cooperative Purchasing Program in the amount of \$1,124,023.00 and authorize the City Manager and City Clerk to sign the necessary documents in substantial form. On a roll call vote:

Ayes: Scott Wolfersberger, Theresa Chaney-Huggett, Jacob Gates, James Hackworth, Ryan Traver, Ryan Underhill

Nays: None

Abstain: None

Motion carried.

F. GRANT REQUEST - FEMA FIRE HOSE GRANT

Moved by Ryan Traver, supported by James Hackworth to approve the Marshall Fire Department to participate in the Calhoun County Regional FEMA Fire Hose Grant and authorize the Fire Chief to sign all the necessary documents. On a voice vote: **Motion carried.**

G. GRANT REQUEST - SAFETY GRANT-AUTOMATIC EXTERNAL DEFIBRILLATORS

Moved by James Hackworth, supported by Theresa Chaney-Huggett to approve the proposed purchase of twenty-two (22) Automated External Defibrillators (AEDs) through the cooperative pricing agreement extended by Stryker Corporation and authorize the City to pursue grant funding to offset the total project cost of \$44,236.20, after trade-in credits. On a roll call vote:

Ayes: Scott Wolfersberger, Theresa Chaney-Huggett, Jacob Gates, James Hackworth, Ryan Traver, Ryan Underhill

Nays: None

Abstain: None

Motion carried.

13) APPOINTMENTS / ELECTIONS

A. APPOINTMENT - CONSTRUCTION BOARD OF APPEALS

Moved by Theresa Chaney-Huggett, supported by Ryan Underhill to approve the reappointment of Rick Bolek and Scott Puckett to the Construction Board of Appeals with terms ending on January 1, 2028. On a voice vote: **Motion carried.**

B. APPOINTMENT - ZONING BOARD OF APPEALS

Moved by Jacob Gates, supported by James Hackworth to appoint Kaeli Hill to the Zoning Board of Appeals with a term ending on March 10, 2029. On a voice vote: **Motion carried.**

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

David Begg of W Green St, Durrie Parker of Circle Dr, Diane Romak-Brewer of Stuart Lake, Dennis Danaher of Orchard Dr, Claire Haily West of Lansing, Rick Huggett of Orchard Dr, Jessica Bussing of Orchard Dr, Jannet Divine of N Liberty, Tom Almond of N Eagle, Ryan Watson of N Mulberry, Rebekah Sebring of Marshall, Regis Klingler of Butler Ct, Kelly Isaac of N Liberty, Barry Wayne Adams of W Green St, Bruce Miller of 14 Mile Rd, Brian Munger of Marshall, and Nicole Rhodes gave public comment.

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

The meeting was adjourned at 8:37 pm.

Respectfully submitted by,

Michelle Eubank
City Clerk

CITY COUNCIL MINUTES

March 2, 2026

Work Session - 6:00 PM

[IGNORE_INDENT]

1) CALL TO ORDER

IN A REGULAR SESSION held on Monday, March 2, 2026 at 6:00 PM in the Training Room of City Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Wolfersberger.

2) ROLL CALL

Roll was called:

Present: Mayor Scott Wolfersberger, Theresa Chaney-Huggett, Jacob Gates, James Hackworth, Ryan Traver, and Ryan Underhill

Also Present: Manager Perry and Clerk Eubank

Absent: Andrew Scibbe

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

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

4) DISCUSSION ITEMS

A. ANNUAL CASH RESERVE POLICY REVIEWS

Staff and Council reviewed if the funds were meeting their cash reserve policies.

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

Barry Wayne Adams and Rebekah Sebring gave public comment.

6) ADJOURNMENT

The meeting was adjourned at 6:27 pm.

Respectfully submitted by,

Michelle Eubank
City Clerk

03/04/2026 03:25 PM
User: KWAGNER
DB: Marshall

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 03/04/2026 - 03/04/2026
JOURNALIZED
PAID

Page: 1/1

INVOICE NUMBER	EXPECTED CHECK RUN	VENDOR NAME	DESCRIPTION	AMOUNT PAID
1VGR-NL99-4LTW	03/04/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 ROOF TOP STROBE	25.10
03032026	03/04/2026	AMBLE ELECTRIC LLC	PARTIAL REFUND FOR PE #25-107 (CONTRACTO	9,252.00
0391739-IN	03/04/2026	BEAVER RESEARCH COMPAN	FOAMING DEGREASER	109.75
A713073	03/04/2026	BELLEVUE HARDWARE	M18 BATTERY PACK, HEATER BLOWER MOTOR, S	440.28
02282026	03/04/2026	BUSHEE, RANDY E.	INSPECTION SERVICES 2/1/26 - 2/28/26	675.00
02282026	03/04/2026	CB HALL ELECTRIC COMPAN	ELECTRICAL INSPECTION SERVICES 2/1/26 -	1,500.00
03032026	03/04/2026	CROW, CURT	BOOT ALLOWANCE/CLOTHING ALLOWANCE - CROW	195.55
194559	03/04/2026	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES FIRE	140.25
02282026	03/04/2026	HUBBERT, DANIEL	INSPECTION SERVICES 2/1/26 - 2/28/26	1,325.00
FO III 2026-06	03/04/2026	INGHAM COUNTY FIRE CHIEF	FIRE OFFICER III TRAINING - WAGNER & BOW	100.00
9884	03/04/2026	JS BUXTON	CHEMICALS - LIME	1,600.00
02062026CR	03/04/2026	MARSHALL COMMUNITY CRE	CREDIT CARD - CHRISTY RAMEY 0075	198.60
02062026COM	03/04/2026	MARSHALL COMMUNITY CRE	CREDIT CARD - CITY OF MARSHALL 0668	2,749.55
02062026DP	03/04/2026	MARSHALL COMMUNITY CRE	CREDIT CARD - DEREK PERRY 0601	171.90
02062026JL	03/04/2026	MARSHALL COMMUNITY CRE	CREDIT CARD - JOSHUA LANKERD 0577	326.48
02062026JM	03/04/2026	MARSHALL COMMUNITY CRE	CREDIT CARD - JUSTIN MILLER 0593	1,412.88
02062026KA	03/04/2026	MARSHALL COMMUNITY CRE	CREDIT CARD - KRISTOPHER AMBROSE 0635	995.00
02062026MD	03/04/2026	MARSHALL COMMUNITY CRE	CREDIT CARD - MARGUERITE DAVENPORT 0018	3,026.69
02062026MFN	03/04/2026	MARSHALL COMMUNITY CRE	CREDIT CARD - MARSHALL FIBERNET 0569	234.85
02062026ME	03/04/2026	MARSHALL COMMUNITY CRE	CREDIT CARD - MARTIN ERSKINE 0551	265.71
6644	03/04/2026	MICHIGAN STATE FIREMEN	CHIEF OFFICER 3RD EDITION BOOK	90.67
03012026	03/04/2026	OAKLAWN HOSPITAL	PARKING RAMP LEASE DDA - MARCH 2026	2,574.00
02282026	03/04/2026	POWERS, BRYAN	BUILDING INSPECTION SERVICES 2/1/26 - 2/	2,150.00
307	03/04/2026	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 2/23/26 - 3/1/26	5,928.00
GRAND TOTAL:				35,487.26

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 02/27/2026 - 02/27/2026
JOURNALIZED
PAID

INVOICE NUMBER	EXPECTED CHECK RUN	VENDOR NAME	DESCRIPTION	AMOUNT PAID
104828	02/27/2026	ALEXANDER CHEMICAL CORP	POTASSIUM PERMANGANATE, CHLORINE, HYDROF	7,123.99
SE2/15671	02/27/2026	ALTA CONSTRUCTION EQUI	FALCON ASPHALT HOT BOX	44,716.89
1G4P-KRD7-TTDC	02/27/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 PACKING TAPE, FA	39.97
1RN3-FTG1-9KQF	02/27/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 BOND PAPER	81.06
1QYQ-4NYW-3KVQ	02/27/2026	AMAZON CAPITAL SERVICE	BOOT ALLOWANCE - HUG, ERIN	170.00
1FNQ-XVHP-3QGX	02/27/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 PUZZLES	133.36
11WP-FM9L-3LLM	02/27/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 SKID SHOES (SNOW	33.74
1JXD-6471-C3L3	02/27/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 CRAFT SUPPLIES	94.77
1M4Y-LFFJ-PXJK	02/27/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 PAYLOADER 32 D-C	165.00
1K3T-TYDK-7KRM	02/27/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 PLOTTER INK CART	70.51
1RD3-PW7D-7Q7G	02/27/2026	AMAZON CAPITAL SERVICE	UNIFORMS - TAYLOR, JEFF	58.00
1X9G-WCXG-3HJM	02/27/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 EFFECTIVE POLICE	55.50
1XH7-VD3P-KGY Y	02/27/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 TOILET PAPER DIS	142.50
1MVH-GJ36-NGTM	02/27/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 WALL CALENDARS	(41.80)
1DGR-RX4W-3VXX	02/27/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 SHARPS DISPOSAL	44.99
1X3R-6Q4Q-Q4PK	02/27/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 1099 TAX FORMS	(21.72)
1X9F-MVRQ-4Y9K	02/27/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 VOLLEYBALL PLAQU	45.97
117F-KVQ3-G9PN	02/27/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 MICROSOFT SURFAC	232.50
1L7Q-CDL4-G17F	02/27/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 SCRAPER BAR (SNO	33.56
19R7-VWXQ-KLN3	02/27/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 SCRAPER BAR (SNO	(33.56)
1YDK-YJXJ-6JTW	02/27/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 CRAFT SUPPLIES	26.98
1JNT-T3HM-9RJD	02/27/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 VACUUM BAGS	38.69
1F39-TCLF-6JCV	02/27/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 USB ADAPTERS	25.97
1MM3-GQ1Y-HXDH	02/27/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 GAS CO MONITOR	258.00
41304273	02/27/2026	APPLIED CAPITAL, LLC	CONTRACT NO. 132-1753516-000 MRLEC COPIE	117.52
3075050	02/27/2026	APPLIED INNOVATION	ACCT NO. LAG783-007 MRLEC COPIER BASE &	93.73
225-536808	02/27/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 BLOWER MOTOR	67.29
225-536830	02/27/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 ABRASIVE CUT-OFF	14.94
225-536829	02/27/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 BLOWER MOTOR	(67.29)
225-536888	02/27/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 PROTECTANT WIPES, DETA	33.17
225-536865	02/27/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 PAINT MARKER	4.59
225-536864	02/27/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 VEHICLE BATTERY, AUTOM	227.97
225-536758	02/27/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 REAR BUMPER (TRUCK #10	748.20
225-536954	02/27/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 CORE RETURNS	(36.00)
225-536955	02/27/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 SCOTCH-BRITE, ABRASIVE	27.16
225-537066	02/27/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 1K FILLCLEAN, HOOK & P	40.28
225-537214	02/27/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 TARP STRAPS, 12PC TORX	85.02
225-537253	02/27/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 TOUCHUP PAINT, TRAILER	28.48
02265801893	02/27/2026	AUTOZONE, INC.	CUST NO. 11585226 BLASTER DRY LUBE	19.18
55867	02/27/2026	B&B SERVICES	REPAIRS TO ENGINE 12	209.69
02/28/2026	02/27/2026	BANFIELD, HANNAH	UB refund for account: 101800038	33.45
0392777-IN	02/27/2026	BEAVER RESEARCH COMPAN	BIOCIDE	2,061.00
800085	02/27/2026	BOSHEARS FORD SALES,	IIREPAIRS TO TRUCK #107	14,045.55
800209	02/27/2026	BOSHEARS FORD SALES,	IIREPAIRS TO VEHICLE #M-2	2,874.60
643905	02/27/2026	BOSHEARS FORD SALES,	IIREAR BUMPER EXTENSION, COVER, REINFORCEM	3,299.42
173191	02/27/2026	BOSHEARS FORD SALES,	IIREPAIRS TO VEHICLE #M-5	800.00
166143	02/27/2026	BS& A SOFTWARE	BS&A NEW PAYMENT TERMINAL	465.00
19273	02/27/2026	BUD'S TOWING & AUTOMOT	DART BUS INSPECTION & MAINTENANCE	99.25
AH86H3V	02/27/2026	CDW GOVERNMENT	WIFI ACCESS POINTS (MRLEC WIFI UPGRADES)	946.20
AH9C97F	02/27/2026	CDW GOVERNMENT	WIFI OUTDOOR ACCESS POINT (MRLEC WIFI UP	208.70
AI1U62A	02/27/2026	CDW GOVERNMENT	HP ELITEBOOK 6 G1I 16" NOTEBOOK (EUBANK)	1,578.73
2/3/26	02/27/2026	CINTAS CORP	UNIFORM SERVICES 2/3/26	164.96
1697962	02/27/2026	CLARK HILL PLC	CLIENT NO. K9950 SERVICES THROUGH 1/31/2	2,887.50
1697964	02/27/2026	CLARK HILL PLC	CLIENT NO. K9950 SERVICES THROUGH 1/31/2	225.00
1168	02/27/2026	CODE CONCEPTS GROUP LL	CONSULTING SERVICES FOR BOBP MONTHLY RET	10,000.00
02012026	02/27/2026	COGENT COMMUNICATIONS,	FIBERNET ISP PRIMARY PROVIDER FEBRUARY 2	10,275.00
1026579844	02/27/2026	COMFORT INN & SUITES	(I)ODGING FOR MAMC BASIC 3/8/26 - 3/11/26	330.75
1026580293	02/27/2026	COMFORT INN & SUITES	(I)ODGING FOR MAMC BASIC 3/18/26 - 3/20/26	220.50
1030932227	02/27/2026	COMFORT INN & SUITES	(I)ODGING FOR APWA ROADS SCHOLAR 10/19/26	882.00
10076	02/27/2026	COURTNEY & ASSOCIATES	MONTHLY RETAINER SERVICE JANUARY 2026	250.00
1134326	02/27/2026	CRAFT PHOTOGRAPHY	POLICE DEPARTMENT GROUP PHOTO	2,725.00
97158	02/27/2026	CRYSTAL FLASH, INC.	ACCT NO. 149759-1 DIESEL GAS 2/13/26	2,469.93
196145	02/27/2026	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES WATER	157.32
196204	02/27/2026	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES WATER	397.52
1765	02/27/2026	D&D DIAGNOSTICS LLC	VEHICLE MAINTENANCE & REPAIR #2024	1,440.47
1767	02/27/2026	D&D DIAGNOSTICS LLC	VEHICLE MAINTENANCE #299	762.83
665716	02/27/2026	DARLING ACE HARDWARE	GFCI RECEPTACLE	23.99
665733	02/27/2026	DARLING ACE HARDWARE	SPARK PLUGS, AIR FILTER	28.98
665783	02/27/2026	DARLING ACE HARDWARE	REPAIR CHOP SAW	35.00
665771	02/27/2026	DARLING ACE HARDWARE	NUTS, BOLTS	2.58
665756	02/27/2026	DARLING ACE HARDWARE	LP GAS	33.73
665801	02/27/2026	DARLING ACE HARDWARE	WIRE WHEELS	34.98
665826	02/27/2026	DARLING ACE HARDWARE	MOTOR OIL	15.99
665040	02/27/2026	DARLING ACE HARDWARE	AIR FILTERS	20.97
665036	02/27/2026	DARLING ACE HARDWARE	NUT, BOLTS	5.30
665088	02/27/2026	DARLING ACE HARDWARE	VACUUM	269.99
665094	02/27/2026	DARLING ACE HARDWARE	BONDING ADDITIVE, FLOOR SCRUBBER, WIRE H	77.30
665081	02/27/2026	DARLING ACE HARDWARE	NUTS, BOX COVER	6.62
665150	02/27/2026	DARLING ACE HARDWARE	MLW MAG NUT DR 1/2"	8.59

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 02/27/2026 - 02/27/2026
JOURNALIZED
PAID

INVOICE NUMBER	EXPECTED CHECK RUN	VENDOR NAME	DESCRIPTION	AMOUNT PAID
665131	02/27/2026	DARLING ACE HARDWARE	CLMP CNCTR GLVN STL 1/2"	3.59
665124	02/27/2026	DARLING ACE HARDWARE	HARDWARE	3.75
665132	02/27/2026	DARLING ACE HARDWARE	KEY BOX	8.59
665192	02/27/2026	DARLING ACE HARDWARE	FAUCET KIT, PLUMBERS PUTTY	263.58
665171	02/27/2026	DARLING ACE HARDWARE	VINEGAR	22.99
665219	02/27/2026	DARLING ACE HARDWARE	VALVE KEY 4-WAY	12.99
665318	02/27/2026	DARLING ACE HARDWARE	MOTOR OIL	37.99
665305	02/27/2026	DARLING ACE HARDWARE	SCREWS, UTILITY BLADE, JOINT COMPOUND	20.77
665376	02/27/2026	DARLING ACE HARDWARE	SANDING SPONGE, FOAM SEALANT	17.98
665378	02/27/2026	DARLING ACE HARDWARE	PUNCH PIN SET 6PC, THREADLOCKER, HEX NUT	100.15
665388	02/27/2026	DARLING ACE HARDWARE	HEX NUT, NUTS, BOLTS	(11.22)
665421	02/27/2026	DARLING ACE HARDWARE	PAINT BRUSH, RUST STOP, PAPER RAGS	38.57
665423	02/27/2026	DARLING ACE HARDWARE	WIPING RAGS, PENS	19.58
665470	02/27/2026	DARLING ACE HARDWARE	JOINT COMPOUND	24.99
665499	02/27/2026	DARLING ACE HARDWARE	DRAIN STOP, TUBE POLY	18.44
665539	02/27/2026	DARLING ACE HARDWARE	BLEACH, TOILET BRUSH, TOILET CLEANER	24.96
665360	02/27/2026	DARLING ACE HARDWARE	WET/DRY HEPA FILTER, PAINT ROLLER & BRUS	135.12
665647	02/27/2026	DARLING ACE HARDWARE	ANCHOR W/ SCREWS, #2 BIT 6"	16.58
665650	02/27/2026	DARLING ACE HARDWARE	SAND DISC	9.99
665641	02/27/2026	DARLING ACE HARDWARE	10" PLIERS	18.99
665668	02/27/2026	DARLING ACE HARDWARE	ENTRY DOOR KNOB	69.99
665701	02/27/2026	DARLING ACE HARDWARE	RAIN-X CAR WASH, 9V BATTERIES	25.58
3890	02/27/2026	DC ELECTRIC LLP	REPLACE JUNCTION BOX AT CARVER PARK	2,040.00
02/28/2026	02/27/2026	DELLA FLORA, DERRICK	UB refund for account: 100610008	89.30
3567	02/27/2026	DEPENDABLE FIRE APPARA	REPAIRS TO ENGINE 12	906.54
3568	02/27/2026	DEPENDABLE FIRE APPARA	INSTALL MIRROR ON RESCUE 12	255.00
4080	02/27/2026	DEWOLF & ASSOCIATES	DISCIPLINARY INVESTIGATIONS TRAINING - P	445.00
INV85224	02/27/2026	DORNBOS SIGN, INC.	18" CONES	259.00
48669	02/27/2026	DUNCAN & ALLEN LLP	CLIENT NO. 003154 PROFESSIONAL SERVICES	5,329.00
3442482	02/27/2026	EDWARDS INDUSTRIAL SAL	EQUIPMENT MAINTENANCE SUPPLIES	83.11
4525	02/27/2026	FACTORY DIRECT, INC.	ANNUAL GARAGE LIFT INSPECTION	602.90
370336	02/27/2026	FAIRBANKS MORSE, LLC	O-RINGS FOR #3 ENGINE PER QUOTE #Q-30507	533.36
02212026	02/27/2026	FINNEY, EMILY	ARTICLE 32 SECTION 9: MEALS 2/15/26	10.00
19733	02/27/2026	FREDRICKSON SUPPLY, LL	VAC TRUCK #320 PARTS	3,937.13
19757	02/27/2026	FREDRICKSON SUPPLY, LL	PART #1000546207 DEFLECTION, #1000118414	365.18
19825	02/27/2026	FREDRICKSON SUPPLY, LL	PART #51420-00-V COUPLING	151.05
5029455	02/27/2026	GEORGE INSTRUMENT CORP	CHROMALOX HEATER PER QUOTE #0917099197 F	1,844.67
7203	02/27/2026	GLOBAL ENVIRONMENTAL C	QUARTERLY WET TEST	1,100.00
9795607127	02/27/2026	GRAINGER	HAND SOAP, SOAP DISPENSER	71.15
2723242	02/27/2026	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT FIRE STATION 12/31/25	48.00
2732736	02/27/2026	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT CITY HALL 1/30/26	59.00
2741875	02/27/2026	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT CITY HALL 2/20/26	59.00
2742431	02/27/2026	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT FIRE STATION 2/20/26	48.00
2742553	02/27/2026	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT MRLEC 2/20/26	88.00
2737795	02/27/2026	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT PSB 2/20/26	51.00
02202026	02/27/2026	GRISWOLD, CRAIG	PARKING REIMBURSEMENT AT AIRPORT CONFERE	20.00
344	02/27/2026	HERMAN ELECTRIC	REPAIRS TO LIFT STATION (PARTELLO)	1,125.91
351	02/27/2026	HERMAN ELECTRIC	LABORATORY LIGHTING LED CONVERSION	4,189.15
45226	02/27/2026	HUNTER-PRELL COMPANY	REPLACE FAN MOTOR IN MRLEC GARAGE BAY	571.06
42569	02/27/2026	J AND K PLUMBING SUPPL	1" PVC UNION	7.26
42617	02/27/2026	J AND K PLUMBING SUPPL	1" X 1/4 BRASS BUSHING, PRESSURE GAUGE	45.02
42620	02/27/2026	J AND K PLUMBING SUPPL	1" ADAPTER	43.24
42633	02/27/2026	J AND K PLUMBING SUPPL	1/2" BRASS FITTING	4.13
0011973	02/27/2026	KELLOGGS REPAIR	CHAIN	53.62
47535	02/27/2026	LAKELAND ASPHALT CORPO	2.10 TONS COLD PATCH	306.60
109608-A	02/27/2026	LANSING UNIFORM COMPAN	FIRE UNIFORMS	329.80
2602-567993	02/27/2026	LEGG LUMBER	4" X 48" WALL BASE, ADHESIVE	21.96
2602-568009	02/27/2026	LEGG LUMBER	DRYWALL	18.99
54946377	02/27/2026	LINDE GAS & EQUIPMENT,	CUST NO. 59879658 NITROGEN (BREWER SUBST	103.00
4507	02/27/2026	MAIL MANAGEMENT, INC.	POSTAGE MACHINE INK CARTRIDGE (QTY 2)	563.00
02182026-33120	02/27/2026	MARSHALL HARDWARE, LLC	LATEX GLOVES	8.79
02192026-33155	02/27/2026	MARSHALL HARDWARE, LLC	3PC WIRE BRUSH, WIRE RINGS	15.78
4470	02/27/2026	MARSHALL WELDING & FAB	REPAIRS TO PARKS TRAILER	564.00
02162026	02/27/2026	MCGINTY, HITCH, PERSON	CLIENT NO. 4030.001 SERVICES THROUGH 1/3	15,073.00
57437904	02/27/2026	MCMASTER-CARR	PRESSURE RELIEF VALVE & REGULATING VALVE	637.73
59123317	02/27/2026	MCMASTER-CARR	HEX SCREWS	316.02
60082753	02/27/2026	MCMASTER-CARR	WHEEL W/ ROLLER BEARING	240.77
83592	02/27/2026	MERIT LABORATORIES, IN	CONTRACT LAB ANALYSIS	566.00
INV-0000015449	02/27/2026	METRO WIRELESS	BUSINESS DATA SERVICES - 10 GBPS INTERNE	2,500.00
0012696	02/27/2026	MICHIGAN MUNICIPAL LEA	MML FULL MEMBERSHIP RENEWAL 4/1/26 - 3/3	5,737.00
2020-16624	02/27/2026	MICHIGAN RURAL WATER A	TWO DAY MATH REGISTRATION 3/3/26 - 3/4/2	800.00
E38767	02/27/2026	MWEA	2026 JOINT EXPO & OPERATOR DAYS - HAZEL/	40.00
E38853	02/27/2026	MWEA	ANNUAL BIOSOLIDS CONFERENCE - EGNATUK	385.00
673719	02/27/2026	NAPA OF MARSHALL	ACCT NO. 1400 SHOP TOWELS	37.62
673878	02/27/2026	NAPA OF MARSHALL	ACCT NO. 1400 SIMPLE GREEN CLEANER, HOSE	102.88
674540	02/27/2026	NAPA OF MARSHALL	ACCT NO. 1400 DIGITAL CALIPER	59.99
674527	02/27/2026	NAPA OF MARSHALL	ACCT NO. 1400 WINDSHIELD WIPERS, BRAKE C	108.78
531279	02/27/2026	NORTH CENTRAL LABORATO	LABORATORY SUPPLIES	1,484.75
932848	02/27/2026	NYE UNIFORM COMPANY	POLICE ID PANELS	106.85

02/28/2026 11:07 AM
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DB: Marshall

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 02/27/2026 - 02/27/2026
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INVOICE NUMBER	EXPECTED CHECK RUN	VENDOR NAME	DESCRIPTION	AMOUNT PAID
137024	02/27/2026	O'LEARY WATER CONDITIO	FIRE STATION WATER DELIVERY	44.00
4788-466249	02/27/2026	O'REILLY FIRST CALL	ACCT NO. 1741510 PUSH BUTTON, DETAILING	59.92
4788-467271	02/27/2026	O'REILLY FIRST CALL	ACCT NO. 1741510 SPK GAP GAUGE, DRAIN PA	7.18
584	02/27/2026	OAKLAWN OCCUPATIONAL	MIDOT PHYSICAL EXAMS & DRUG SCREENING	310.00
02/28/2026	02/27/2026	ORTIZ, OLIVERIO	UB refund for account: 3005740033	3.34
M159406	02/27/2026	PENNCARE	BLOOD PRESSURE CUFFS, THERMOMETER	67.86
02/28/2026	02/27/2026	PIERCE, KENNETH L	UB refund for account: 1801680025	77.30
56953124	02/27/2026	POWER LINE SUPPLY	#2 COPPER CABLE	3,060.00
56953355	02/27/2026	POWER LINE SUPPLY	METER SOCKET TESTER	359.50
56953766	02/27/2026	POWER LINE SUPPLY	1/0 AL UNDERGROUND CABLE	29,445.00
26-0418	02/27/2026	QUALITY EXCAVATORS INC	8 YARDS SAND, 6 YARDS PEASTONE	446.00
3042	02/27/2026	QUALITY PLUMBING & DRA	DRAIN CLEANING AT AIRPORT	925.00
293341	02/27/2026	R.W. MERCER CO. INC.	REPLACE AVIATION FILTERS	1,293.00
185959	02/27/2026	RIVERSIDE FIRE & SECUR	FIRE ALARM SYSTEM MODIFICATION INSTALL P	997.00
02/28/2026	02/27/2026	SEAN KELLY	UB refund for account: 3933	66.00
54306	02/27/2026	SONAR SOFTWARE	FIBERNET CUSTOMER MANAGEMENT SOFTWARE FE	2,171.25
02012026	02/27/2026	SPARTAN STORES, LLC	CUST NO. 021063 REC SUPPLIES	47.97
761-11391481	02/27/2026	STATE OF MICHIGAN	CUST ID: 156863 WATER SAMPLE TESTING	78.00
02212026	02/27/2026	STEELE, JEREMIAH	ARTICLE 32 SECTION 9: MEALS 2/15/26	10.00
922377	02/27/2026	TELE-RAD, INC.	ANTENNA	20.18
IN139267	02/27/2026	TELNET WORLDWIDE	ACCT NO. 8948 FEBRUARY 2026	1,029.21
BC-PSINV044667	02/27/2026	THERMALNETICS, INC.	3 YEAR HVAC SERVICE AGREEMENT (YEAR 3) F	1,040.58
306	02/27/2026	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 2/16/26 - 2/22/2	4,712.00
DSO018790	02/27/2026	TRUCK & TRAILER SPECIA	WHEEL ASSEMBLY HUB, RUBBER FOR PRESS ON	1,100.80
INV00949493	02/27/2026	USABBLUEBOOK	LAB SUPPLIES	82.35
INV00953489	02/27/2026	USABBLUEBOOK	POLYMER PUMP REPAIR KIT	442.14
INV00956957	02/27/2026	USABBLUEBOOK	1" PVC BULKHEAD FITTING, SOCKET, ADAPTER	310.53
INV00959046	02/27/2026	USABBLUEBOOK	LAB SUPPLIES	93.91
530382617	02/27/2026	UTILITIES INSTRUMENTAT	SERVICE CALL TO TROUBLESHOOT POWER HOUSE	2,775.00
395613	02/27/2026	VIEW NEWSPAPER GROUP	ACCOUNT ID: 100527 NEWSPAPER ADS JANUARY	10,467.00
5971743	02/27/2026	VITAL RECORDS CONTROL	MRLEC SHRED SERVICE JANUARY 2026	106.60
1646	02/27/2026	VOLTAGE TOOLS AND TEST	DIELECTRIC TRUCK AND TOOL TESTING	3,239.50
02212026	02/27/2026	WEST, REUBEN	ARTICLE 32 SECTION 9: MEALS 2/15/26	10.00
GRAND TOTAL:				235,618.66

McGINTY, HITCH, PERSON, ANDERSON & REVORE, P.C.

ATTORNEYS AT LAW

3410 BELLE CHASE WAY, SUITE 600

LANSING, MICHIGAN 48911

TELEPHONE (517) 351-0280

FAX (517) 351-3583

www.mcgintylaw.com

March 12, 2026

David M. Revore, Marshall City Attorney

Mayor Scott Wolfersberger and Marshall City Council
c/o Derek Perry, City Manager
323 W. Michigan Ave.
Marshall, MI 49068

Via Email Delivery

Re: Request to File Litigation - 411 Mitchell Street, Marshall Michigan, 49068

Dear Mayor Wolfersberger, City Council Members, and Mr. Perry:

The purpose of this correspondence is to provide the City Council information about the above address (“property”) and to seek Council authorization to file litigation to abate any nuisance and effectuate clean-up of the property.

Background Information

City officials have received information about code violations at the property and have conducted several inspections over the past five years, noting alleged building code and International Property Maintenance Code (IPMC) violations.

On February 23, 2026, City officials from the Marshall Police Department, Code Enforcement, Marshall Fire Department, and the City Building Official, executed a search warrant at the property. Information from the City Building Official and Code Enforcement Officer indicate alleged significant building violations, involving electrical, plumbing, and roofing. Further, the Building Official has opined the house structure to be condemned, and the structure and equipment within to be unsafe, and structure unfit for human occupancy, among other violations.

Recommendation

To file civil litigation against the property owner to abate the property condition of nuisance, building code and IPMC violations, and to require the owner to either fix and repair the property structures within code, or demolish the structures and clear away the debris from the lot.

Please consider the following Motion:

“Motion to authorize the City Attorney to file civil litigation to abate any nuisance, violation of the building code and IPMC and to clean-up the property and take lawful measures to effectuate same.”

Recommend 2/3 Roll Call Vote.

/S/ DMR

David M. Revore
Marshall City Attorney

C: Michell Eubank, Clerk

McGinty, Hitch, Person, Anderson & Revore, P.C.
www.mcgintylaw.com

ITEM: 7.D

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Kevin Maynard, Director of Electric Utilities
DATE: March 16, 2026
SUBJECT: **MASTER SERVICE AGREEMENT WITH POWER SYSTEM
ENGINEERING**

The City of Marshall Electric Department has a long-standing history with GRP Engineering Group for engineering needs. Due to retirement and the sale of the firm to Verdantas in 2024, we have experienced difficulty with work being completed in a timely manner. With the increased work load, fueled by unprecedented growth in new construction, remodeling, and various other projects, there is a need to onboard additional engineering firms to ensure timely completion of necessary electrical system improvements.

Power System Engineering, PSE, located in Madison, Wisconsin, has been in business for 50 years, serving municipal utilities as well as rural electric cooperatives and investor-owned utilities.

Electric Department staff hired PSE to do an intimal design for Millbrook Phase 1, and was very pleased with their work and attentiveness. Therefore; we request to enter into the master service agreement for possible future work needs.

The PSE Master Service Agreement has been reviewed and approved as to form by City Attorney David Revore.

BUDGET IMPACT:

The proposed Master Service Agreement with PSE Engineering provides the framework under which the city would be billed should an engineering request be made. The agreement does not make any obligations to any work; therefore, there is no budgetary impact on the agreement.

RECOMMENDATION:

Approve the execution of the Master Service Agreement with PSE Engineering as to form, and authorize the City Manager to sign the necessary documents.



Master Services Agreement for Professional Services

Consultant	<u>Power System Engineering, Inc.</u>	Client	<u>City of Marshall, Michigan</u>
Address	<u>2424 Rimrock Road, Suite 300</u>	Address	<u>323 W Michigan Avenue</u>
	<u>Madison, WI 53713</u>		<u>Marshall, MI 49068</u>

This Master Services Agreement for Professional Services (“Agreement”) is made and entered into between Consultant and Client as of **March 16, 2026**. This Agreement sets forth the general terms and conditions governing the provision of Professional Services by Consultant for the Client. This Agreement shall govern all Professional Services performed by Consultant for Client until such a date as this Agreement is terminated by either party. Professional Services shall be requested by Client on a General Services or a Project basis. Either party may document and submit to the other party for review and acceptance the scope of work in an email or other written form to help assure there is a clear understanding of expectations.

Prior to the commencement of services on a Project basis, the Consultant and Client may complete and execute a Project Authorization Request to specifically describe the scope of work, deliverables, costs and timeframe of services that the Consultant will provide to the Client. A sample of the Project Authorization Request is attached as Exhibit A to this Agreement. The Project Authorization Request will be subject to the Terms and Conditions attached to and incorporated into this Agreement. In the event of a conflict between the provisions of the Project Authorization Request and this Agreement, the provisions of the Project Authorization Request will take precedence over those of this Agreement.

In accordance with the Billing and Payment provision within the Terms and Conditions attached, Consultant shall be paid monthly for services on a time and materials basis using standard rates Consultant sets by position based on compensation levels and expertise. A Rate Schedule with the Consultant’s current rates is attached for reference as Exhibit C. Client acknowledges that Consultant may make annual updates to the Rate Schedule on the first of each calendar year to reflect changes in Consultant staff and pay. As a result, the Rate Schedule may change annually without prior written notice to the Client. Consultant shall provide an updated copy of the Rate Schedule to the Client upon request.

The Terms and Conditions attached, when initialed by both parties, are incorporated and made a part of this Agreement.

The persons signing on behalf of the Consultant and Client warrant and represent that they have the authority to execute this Agreement on behalf of their respective companies.

Consultant: Power System Engineering, Inc.

Client:

Signature and date

Signature and date

Printed name/title

Printed name/title

Terms and Conditions to the Master Services Agreement

Section 1. Performance of Services: Consultant shall perform the services requested by Client and accepted by Consultant through email, written documentation, a Project Authorization Request or other request. Each request by Client shall be referred to as an individual Project unless it is a request for General Services. An oral request for the provision of General Services may be made by the Client to the Consultant. If an individual request for General Services will require efforts exceeding \$10,000, then it shall be treated as a Project and the parties shall document the scope of work in a written instrument before commencing work. Both Projects and General Services shall be subject to the same Terms and Conditions of this Agreement.

Each individual Project shall be billed separately as a Work Order that allows the Client and Consultant to track the hours, services, and billing tied to each Project. Each Work Order shall be closed out upon the completion of the individual Project. If additional support is required to the Project after the Work Order has been closed out, the parties may agree to either reopen the original Work Order or to establish a new one for additional services.

In addition to the provision of services related to a Project, the Client may desire that Consultant provide support or services not tied to a specific Project. Such services, referred to as General Services, shall be subject to the Terms and Conditions of this Agreement, as well as the Rate Schedule attached as Exhibit C. These General Services shall be billed under an ongoing miscellaneous support Work Order that shall remain open for the duration of this Agreement.

From time to time, the Client and Consultant may find that the original scope of services or Project Authorization Request must be modified. In such instances, the parties may execute a Change Order to revise the scope of services for the Project. The Change Order shall be subject to the terms and conditions of this Agreement. A sample of the Change Order is attached as Exhibit B to this Agreement.

Section 2. Authorized Representative: The Client shall identify a representative authorized to act on the Client's behalf with respect to each Project performed under this Agreement. The Client shall render decisions and approve the Consultant's submittals in a timely manner, including the review and approval of any requested Change Orders, in order to avoid unreasonable delay in the progress of the Consultant's services.

Section 3. Accuracy of Information: The Consultant shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of information furnished by the Client and the Client's consultants and representatives. The Consultant shall provide prompt written notice to the Client if the Consultant becomes aware of any error, omission, or inconsistency in such information. If Client desires for Consultant to independently verify the information provided by Client, Consultant shall do so upon written request. The cost of independent verification by Consultant shall be subject to the Rate Schedule of this Agreement.

Section 4. Standard of Care: Consultant's services shall be performed consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Notwithstanding any other representations made elsewhere in this Agreement or in the performance of the Professional Services, this Standard of Care shall not be modified. The Consultant shall act as an independent contractor at

all times during the performance of its services, and no term of this Agreement, either express or implied, shall create an agency or fiduciary relationship.

Section 5. Hazardous Materials: The Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials or toxic substances in any form at the Project site. If hazardous materials are present, the Client shall be responsible to remove them from the Project site in a manner that will not adversely affect the health of any person and will comply with any applicable governmental laws and regulations. The Client shall indemnify and hold harmless the Consultant from any liability, loss, damage, or expense arising out of or with respect to the presence of hazardous materials on the Project site. The presence or discovery of any hazardous or toxic substance on the site shall be cause for extension of the schedule of Consultant's services and equitable adjustment of fees for the Consultant as mutually agreed by the parties.

Section 6. Access to Site: Unless otherwise stated, Consultant will have access to the site for activities necessary for the performance of the services.

Section 7. Billing and Payment: Client agrees to pay Consultant for all services performed and all costs incurred. Invoices for Consultant's services shall be submitted on a monthly basis. Invoices shall be due and payable upon receipt. Accounts unpaid thirty (30) business days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. If any invoice is not paid within sixty (60) business days, Consultant may, without waiving any claim or right against Client, and without liability whatsoever to Client, suspend or terminate the performance of services. In the event any portion of an account remains unpaid ninety (90) business days after the billing, Consultant may institute collection action and Client shall pay all costs of collection, including reasonable attorney's fees.

Section 8. Indemnification: The parties shall, to the fullest extent permitted by law, indemnify and hold harmless each other, their officers, directors, employees, agents and subconsultants, from and against all damage, liability and costs, including reasonable attorney fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, in the proportion caused by the negligence and/or willful misconduct, of the indemnifying party.

Section 9. Information for the Sole Use and Benefit of Client: All services, opinions, or conclusions of Consultant, whether written or oral, and any plans, specifications or other documents, including any digital design files, and services provided by Consultant are for the sole use and benefit of Client for the subject Project or site and are not to be provided to any other person or entity or used for any other purposes without the prior written consent of Consultant. In the event that Client provides any such information to a third party without the prior written consent of the Consultant, Consultant shall be entitled to obtain injunctive relief and, in the event of such breach, an award of actual and exemplary damages. Consultant shall also be entitled to recover its reasonable legal fees and court costs for enforcement of this non-competition covenant.

Section 10. Certifications, Guarantees and Warranties: Consultant makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services. Consultant shall not be required to execute any document that would result in Consultant certifying, guaranteeing or warranting the existence of any conditions.

Section 11. Electronic Data: Digital Data files, like any electronic data, transferred in any manner or translated from the system and format used by the Consultant under this Agreement to another system or format are subject to errors and modifications that may affect the accuracy and reliability of the data, and, in addition, that electronic data may be altered or corrupted whether inadvertently or otherwise. As a result, no representations or warranties, whether express or implied, as to the accuracy of the Digital Data files transferred are made herein.

Section 12. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Projects worked on under this Agreement or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of business, loss of income, loss of reputation, lost profits, lost revenues, or any other consequential damages that either party may have incurred. This mutual waiver is applicable, without limitation, to all consequential damages whether arising in contract, warranty, tort (including negligence), strict liability, or equity, or that might arise out of the parties' indemnification obligations. Both Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in any Project.

Section 13. Limitation of Liability: In recognition of the relative risk, rewards and benefits of any Project to both Client and Consultant, the risks have been allocated such that Client agrees that, to the fullest extent permitted by law, neither the Consultant, Consultant's subconsultants, nor their agents or employees shall be jointly, severally, or individually liable to the Client for any act or omission, in tort or contract, including breach of contract, breach of warranty, or negligence, errors or omissions in excess of four times the Consultant's total compensation received for the individual Project, not to exceed \$500,000, in which the act or omission occurred.

Section 14. Insurance: Consultant shall maintain insurance coverage which shall protect it and Client from liability or claims for liability for bodily injury, including death and property damage, which may in any way arise out of or be in any manner connected with the performance of this Agreement in minimum limits as follows: (a) Workers' Compensation and Employers' liability as required by law; (b) Comprehensive General Liability of \$1,000,000 per occurrence/\$2,000,000 aggregate; (c) Automobile Public Liability (including all owned, hired and non-owned automotive equipment) of \$1,000,000 combined single limit; (d) Umbrella of \$5,000,000 on Comprehensive General Liability and Automobile Public Liability; and (e) Professional Liability with a \$5,000,000 per claim limit. A certificate of insurance will be submitted to Client upon request.

Section 15. Ownership of Documents: All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain ownership and property interest therein, including all copyrights. Upon payment for services rendered, Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying, or maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify, defend, and hold Consultant harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Section 16. Opinion of Probable Costs: If a cost opinion is included in the Project, Consultant's opinion of probable construction costs provided is based on Consultant's experience and represents Consultant's reasonable judgment. In the absence of gross negligence or willful misconduct, Consultant will not be responsible if bids or actual Project or construction costs vary from that opinion. Consultant cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from the opinions.

Section 17. Construction Projects: For Projects or services associated with construction, Consultant has no control over, charge of, or responsibility for construction. Client shall retain a qualified contractor(s), licensed in the jurisdiction of the Project, to implement the construction ("Work") of the Project. The Contractor shall coordinate, supervise and direct all portions of the Work and shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, safety, and security. The Consultant shall not be responsible for the Contractor's failure to perform the Work in accordance with any documents provided by the Consultant under this Agreement. The Client shall require, to the fullest extent permitted by law, the Contractor to indemnify and hold harmless the Client, Consultant, Consultant's subconsultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work. Client shall require the Contractor to provide insurance and name the Client, Consultant, and Consultant's subconsultants as additional insured on Contractor's Commercial General Liability insurance policies. The Client shall require the Contractor to provide a copy of the insurance to Consultant upon request.

Section 18. Confidential Information: For the purposes of this Agreement, "Confidential Information" shall include: (i) all Critical Energy/Electric Infrastructure Information ("CEII") as defined by the Federal Energy Regulatory Commission ("FERC"); (ii) any Personally Identifiable Information ("PII") as defined by the Federal Trade Commission; and (iii) any documents or data that the Client marks or otherwise designates in writing as "Confidential" at the time of disclosure (herein collectively called "Information"). Such Information shall be provided for the sole purpose of enabling Consultant to perform this Agreement. Consultant acknowledges that such Information shall be accepted and maintained on a confidential basis and shall not be used for any purpose other than to implement its obligations under this Agreement. Such confidential treatment shall also be afforded to any of Consultant's work product, including but not limited to, any Final Report. Confidential treatment shall also be provided by the Client for Consultant's billing terms and rates contained within this Agreement and within the attached Rate Schedule.

These confidentiality obligations shall not apply to Information that is (1) in the public domain at the time of disclosure or becomes part of the public domain after disclosure, by publication or otherwise, except by breach of this Agreement by Consultant; or (2) shown by Consultant to have been in its possession at the time of disclosure; or (3) received by Consultant from a third party, provided that, to Consultant's actual knowledge, such Information was not obtained by said third party, directly or indirectly, from Client on a confidential basis; or (4) required to be disclosed by judicial action or government regulation after all available legal remedies to maintain such Information as confidential have been exhausted; or (5) unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent Consultant from establishing a claim or defense in an adjudicatory proceeding.

The Parties agree that the Client will suffer irreparable injury if its Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the Client

shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.

Section 19. Dispute Resolution: Any claims or disputes between Client and Consultant arising out of the services provided by Consultant or out of this Agreement shall be submitted to non-binding mediation by a neutral third-party agreed upon by both Consultant and Client as a condition precedent to any other claim. The venue for the non-binding mediation shall be in the State of the Client's primary business location. If the Client does not have a primary business office located within the United States, then the venue for the non-binding mediation shall be in the State of Wisconsin. Client and Consultant agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

Section 20. Third-Party Exposure: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Consultant.

Section 21. Termination of Services: This Agreement may be terminated at any time by either party through written notice. In the event of termination, Client shall pay Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination. Written notice of termination shall be delivered to the other party ten (10) business days prior to the termination date.

Section 22. Choice of Law: This Agreement is to be governed by and in accordance with the laws of the State of Michigan. The legal venue for issues brought before the court regarding this Agreement shall take place in the State of the Client's primary business location. If the Client does not have a primary business office located within the United States, then the legal venue shall be in the State of Wisconsin.

Section 23. Attorney Fees: In the event that either party institutes any action or proceeding against the other, each party shall be responsible for its individual attorney fees and costs in any legal proceeding brought under or with relation to this Agreement or transaction.

Section 24. Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

Section 25. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Consultant, who agree that the Agreement 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.

Section 26. Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Section 27. Non-Assignment: This Agreement, as well as the obligations, services, and deliverables hereunder, may not be assigned for any purpose except with the written consent of both parties.

Section 28. Non-Solicitation: Neither Client nor Consultant shall directly nor indirectly solicit any employee of the other party for employment, placement or other provision of services elsewhere (i.e. employment with any person or entity other than the party employing that employee) during the term of this agreement and for 12 months thereafter, except as otherwise agreed to in writing. Each party recognizes that the other party has spent significant time recruiting, training and developing the talent of its personnel and the calculation of actual damages from loss of an employee is difficult to quantify. Therefore, the parties agree that in lieu of actual damages and not as penalty, in the event a party solicits an employee of the other party in violation of this section, the non-breaching party shall be entitled to liquidated damages equal to thirty percent (30%) of the solicited employee's annual salary plus 500 hours of the employee's standard billing rate.

It is agreed the above Terms and Conditions are incorporated into and made a part of the Agreement entered into on December 5, 2025 by and between Consultant and Client.

Initialed:

_____ **Consultant**, Power System Engineering, Inc. _____ **Client**,



Exhibit A

Project Authorization Request to the Master Services Agreement

Project Title

PSE WORK ORDER NUMBER:

This document is an addendum to the Master Services Agreement for Professional Services between (“Client”) and PSE (“Consultant”), dated Enter date. The Terms and Conditions in the Master Services Agreement for Professional Services apply to this Project Authorization Request. In the event of any discrepancy between the Terms and Conditions of the Agreement and this Project Authorization Request, the terms of the Project Authorization Request will apply. The current Rate Schedule to the Agreement also applies, unless otherwise noted. Any additional rates or Terms and Conditions are included in this Project Authorization Request. Consultant’s services shall be limited to those expressly set forth in the foregoing proposal and agreement. Consultant shall have no other obligations or responsibilities for the Project except as agreed to in writing. All of Consultant’s actions, communications, and services relative to the Project shall be subject to the Agreement.

SCOPE OF WORK SUMMARY:

DELIVERABLES:

APPROVED BUDGET AMOUNT:

COMPLETION DATE:

Consultant: PSE

Client: Enter client name here

Signature and date

Signature and date

Printed name/title

Printed name/title



Exhibit B Change Order to Project Authorization Request

Enter project name here

CLIENT NAME:

CHANGE ORDER NO:

PSE WORK ORDER NUMBER:

DATE:

REASON FOR CHANGE ORDER:

The following items have or will occur causing an overall change from the original scope of work:

CHANGE ORDER AMOUNT:

CHANGE TO COMPLETION DATE:

This document is subject to the Terms and Conditions of the Project Authorization Request dated Enter Date and Master Services Agreement dated Enter Date between PSE ("Consultant") and Client Name ("Client"). In the event of a conflict between the documents, the order of precedence for the terms and conditions shall be (1) the Change Order, (2) the Project Authorization Request, and (3) the Master Services Agreement.

Consultant: PSE

Client: Enter client name here

Signature and date

Signature and date

Printed name/title

Printed name/title



Exhibit C
Rate Schedule
Effective Date: January 1, 2025
(Confidential)

Unless otherwise agreed upon by the parties in writing, either in the Agreement or through the execution of a Project Authorization Request, the below hourly rates will apply for services provided under this Agreement. The hourly rates in the table below are subject to change annually at the beginning of each calendar year. Some of the hourly rate classifications indicate a range as rates vary some by individual.

All information included within the Rate Schedule shall be treated as confidential information by the Client. Client shall not disclose Consultant's billing rates to any third parties without Consultant's prior written authorization to disclose. Disclosure by Client without Consultant's prior written permission shall entitle Consultant to injunctive relief.

A new Rate Schedule shall be provided by Consultant to Client upon request.

Consultant Level	Base Rate ¹ (\$/hr)
President	410
Principal	145-320
Senior	130-260
Staff	125-205
Associate	125-190
Junior	125-155
Intern	125-130

Expenses will be billed at cost without any mark up for administration.

Out-of-Pocket and Additional Charges	Base Rate
PSE Truck	\$0.95/mi
Non-PSE Vehicle	IRS or Actual Cost
ATV	\$50/day
Survey Equipment	\$50/day
Lodging	Actual Cost
Meals	Per diem or Actual Cost

If special rates that differ from the above are necessary due to the size or complexity of the Project, the parties shall execute a Project Authorization Request that outlines the cost of the Project. Upon completion of the Project covered in the Project Authorization Request, the above rates will once again apply to future Projects unless otherwise noted.

¹ Expert witness and testimonial is \$50 per hour above the base rate.

ITEM: 7.E

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Michelle Eubank, City Clerk
DATE: March 16, 2026
SUBJECT: SPECIAL EVENT REQUEST — GARDEN TOUR

The Marshall Garden Club is requesting the use of the City Hall lawn for their ticket tent. Any lawn sprinklers in the area would be turned off. The 33rd annual Welcome to My Garden tour is scheduled for July 11-12, 2026. No additional city services are being requested.

BUDGET IMPACT:

As there is no set cost for use of the City Hall lawn, there is no planned expenses for this event.

RECOMMENDATION:

Approve the Marshall Garden Club, Welcome to My Garden Special Event Request for July 11-12, 2026.



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

Special Events Application

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

Applicant Information

Name of Special Event: Welcome to My Garden Tour Information Booth

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

Mailing/Billing Address: Marshall Area Garden Club Inc. [REDACTED]

City/State/ZIP Code: Marshall, MI 49068

Business Phone: [REDACTED] Cell Phone: [REDACTED]

Email Address(es): [REDACTED]

Event Information

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

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

1. Requested day(s), date(s), and time(s) of the Special Event: Saturday, July 12 & Sunday, July 13, 2026

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

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

3. Please describe the event(s): The Marshall Area Garden Club Inc. Garden Tour

4. What is the requested location(s) of the event(s): We want to place our information booth in front of the Welcome Center at City Hall

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

Start and End Locations: Info booth open 9 am to 4 pm Saturday 11:30 am to 3:30 pm Sunday

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

General

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

Public Services

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

Public Safety

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

Alcohol Consumption

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

turn off sprinklers for the weekend

Questionnaire Explanations

Applicant Signature

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

Applicant Signature: L M Love

Printed Name: L. M. Love Date: 3.10.26

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

ITEM: 10.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marcia Strange, Director of Community Development
Justin Miller, Parks and Recreation Superintendent
DATE: March 16, 2026
SUBJECT: **RESOLUTION 2026-8 - KETCHUM PARK IMPROVEMENTS - MDNR TRUST FUND GRANT**

For 50 years, the Michigan Natural Resources Trust Fund has granted nearly \$1.4 billion to state and local units of government, across 3,000-plus allocations, to expand recreation opportunities for Michigan residents and visitors. We were successful in securing a Trust Fund Grant for the Riverwalk replacement project in 2026, and we are seeking another for 2027 for Ketchum Park.

The bathrooms in North Ketchum Park have been unusable for quite some time. Plumbing damage makes the cost of repair prohibitive without a larger project. The wood pavilion in North Ketchum Park has reached the end of its usable life and will be removed. The playground in North Ketchum Park is also slated for replacement in the same timeframe as this work would be completed, and due to its proximity and some grading concerns, a coordinated approach is desired. The CIP includes replacement of these structures. We are asking to apply for a Trust Fund Grant for construction costs and have engaged with TowerPinkster, who is currently working to finalize necessary documentation for submittal.

Letters of support are being gathered from area residents and are anticipated from community groups in support of the project including:

- Ketchum Park Advisory Committee
- Rotary and Marshall Community Foundation - Both of whom have shown continued support for improvements.
- Calhoun County
- Calhoun County Trails Association

The proposed layout is provided and will be included along with the estimate, Resolution and other required documentation in the package for submission on April 1, 2026.

The revised total project budget estimate is \$800,000 and includes contingency and project engineering. Demolition of the existing structures and the replacement of new pavilion, restroom, playground and associated amenities is estimated at \$615,400.

BUDGET IMPACT:

There is no budget impact for submitting the grant application. If we are successful and awarded the grant, there is a 50% local match, totaling \$400,000. The match will be included in the proposed FY27 special project budget.

RECOMMENDATION:

Approve Resolution 2026-08, A Resolution of Support for the Michigan Natural Resources Trust Fund Grant Application for New Pavilion, Bathrooms and Playground, and authorize the City Manager and City Clerk to sign the necessary documents.



CITY OF MARSHALL, MICHIGAN
RESOLUTION OF SUPPORT
FOR THE MICHIGAN NATURAL RESOURCES TRUST FUND GRANT
APPLICATION
FOR NEW PAVILION, BATHROOMS AND PLAYGROUND
RESOLUTION 2026-08

WHEREAS, the City of Marshall's Ketchum Park located between Montgomery Street and South Marshall Ave, which has served the community members for almost 70 years since being cleared to become the first recreational park in the City of Marshall in 1958. Over the years, disjointed improvements have been steadily added to the park: picnic pavilions, a skate park, and playground and trail developments. The North Ketchum Park project will provide a new pavilion, bathrooms and playground and will unify the space while allowing for future, planned, improvements; and

WHEREAS, the application and improvements are supported the City of Marshall's Parks & Recreation Masterplan 2025-2029 and scheduled in the city's 2026-27 Capital Improvement Plan.

WHEREAS, the City of Marshall seeks funding from the Michigan Natural Resources Trust Fund (MNRTF) to assist with these park renovations, including grading, and accessibility improvements; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marshall, Michigan, supports the submission of a grant application to the Michigan Department of Natural Resources for financial assistance in repairing and improving the area on the North side of Ketchum Park; and

BE IT FURTHER RESOLVED that the City Council of the City of Marshall, Michigan, will make available its financial obligation amount of \$400,000 (50%) of a total \$800,000 project cost, during the 2027-28 fiscal year;

BE IT FURTHER RESOLVED that the City Manager, or their designee, is authorized to take necessary actions to submit the application and fulfill any grant requirements.

Adopted this 16 day of March, 2026.

YEAS:

NAYS:

ABSENT:

CERTIFICATION:

I, Michelle Eubank, Clerk of the City of Marshall, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a regular meeting held on March 16 with a quorum present.

Michelle Eubank

City Clerk

City of Marshall, Michigan

Preliminary Estimate

PROJECT: **Ketchum Park Renovation (MNRTF Grant Application)**
 OWNER: **City of Marshall, MI**
 DATE: **March 12, 2026**

Ketchum Park is a City owned Park located along Rice Creek. The focus of this project is a pocket section of the overall park that is located at the terminus of E Hanover Street and S Gordon Street. The park contains a restroom, pavilion and playground. This project includes removal of the playground that is outdated, damaged and lacks universal access and removal of the restroom and pavilion which are both heaving and no longer have safe ADA accessible route into the facilities. A new universally accessible playground with universally accessible pour-in-place rubber surfacing will be installed along with a new pavilion with an integrated restroom and kitchen. The project also includes ADA parking with signage, native trees and plants, and park amenities such as accessible picnic tables at the pavilion, benches with companion seating, a 180 degree rotating ADA accessible grill at the pavilion, a loop style bike rack, as well as recycling and litter receptacles. All new structures and amenities will be connected with a new 6' concrete walkway to make this area accessible and enjoyable for all once again.

1	LS	Mobilization	@ \$	25,500.00	\$	25,500.00
1	LS	Erosion Control	@ \$	1,275.00	\$	1,275.00
1	LS	Restoration	@ \$	1,275.00	\$	1,275.00
2	EA	Tree Removal	@ \$	1,000.00	\$	2,000.00
1	LS	Demolition of Existing Restroom	@ \$	15,000.00	\$	15,000.00
1	LS	Demolition of Existing Pavilion	@ \$	10,000.00	\$	10,000.00
1	LS	Demolition of Existing Playground	@ \$	8,000.00	\$	8,000.00
2	EA	ADA Pavement Striping + Signs	@ \$	250.00	\$	500.00
1	LS	Pavilion with Restrooms and Kitchen and bottle filler	@ \$	350,000.00	\$	350,000.00
1	LS	Playground Equipment	@ \$	50,000.00	\$	50,000.00
2000	SFT	Pour in Place Surfacing with Concrete Curb and Ramp	@ \$	30.00	\$	60,000.00
1	LS	Grading / Utilities	@ \$	25,000.00	\$	25,000.00
5000	SFT	Concrete Sidewalk, 4"	@ \$	8.00	\$	40,000.00
4	EA	Deciduous Tree	@ \$	650.00	\$	2,600.00
1	EA	Bike rack, U style	@ \$	750.00	\$	750.00
5	EA	Picnic Table, 6'	@ \$	2,000.00	\$	10,000.00
1	EA	ADA Picnic Table, 6'	@ \$	2,000.00	\$	2,000.00
1	EA	Charcoal Grill	@ \$	1,500.00	\$	1,500.00
1	EA	Bench	@ \$	1,500.00	\$	1,500.00
2	EA	Litter Bin	@ \$	2,000.00	\$	4,000.00
2	EA	Recycle Bin	@ \$	2,000.00	\$	4,000.00
1	EA	MNRTF Sign	@ \$	500.00	\$	500.00

SUBTOTAL ESTIMATED CONSTRUCTION COST \$ **615,400.00**

Construction Contingency 15% **92,300.00**

Construction Engineering / Grant Management (20% Max) 15% **92,300.00**

TOTAL ESTIMATED PROJECT COST **\$800,000.00**

GRANT REQUEST (\$400,000 Max) 50% **\$400,000.00**

CITY OF MARSHALL MATCH (25% Min) 50% **\$400,000.00**

RESTROOMS

PLAY STRUCTURE

SKATE PARK

PAVILION

Rice Creek

(2) ADA VAN ACCESSIBLE PARKING
SPACES INCLUDING PAVEMENT
MARKINGS AND SIGNS
EXISTING BOULDER, TYP.
CONCRETE SIDEWALK
U STYLE BIKE LOOP
REMOVAL OF EXISTING RESTROOM

REMOVAL OF EXISTING PLAYGROUND AND SURFACING
EXISTING PATHWAY
REMOVE EXISTING TREE, TYP.
LITTER BIN

(2) ADA SINGLE USER
ADA RESTROOMS
ADA BOTTLE FILLER
KITCHEN

PAVILION
ADA CHARCOAL GRILL
ADA PICNIC TABLE
PICNIC TABLE
LITTER BIN

EXISTING SKATEPARK

CONCRETE SIDEWALK
BENCH ON CONCRETE PAD WITH
UNIVERSAL COMPANION SEATING
CONCRETE RAMP TO PLAYGROUND
NEW TREE, TYP.

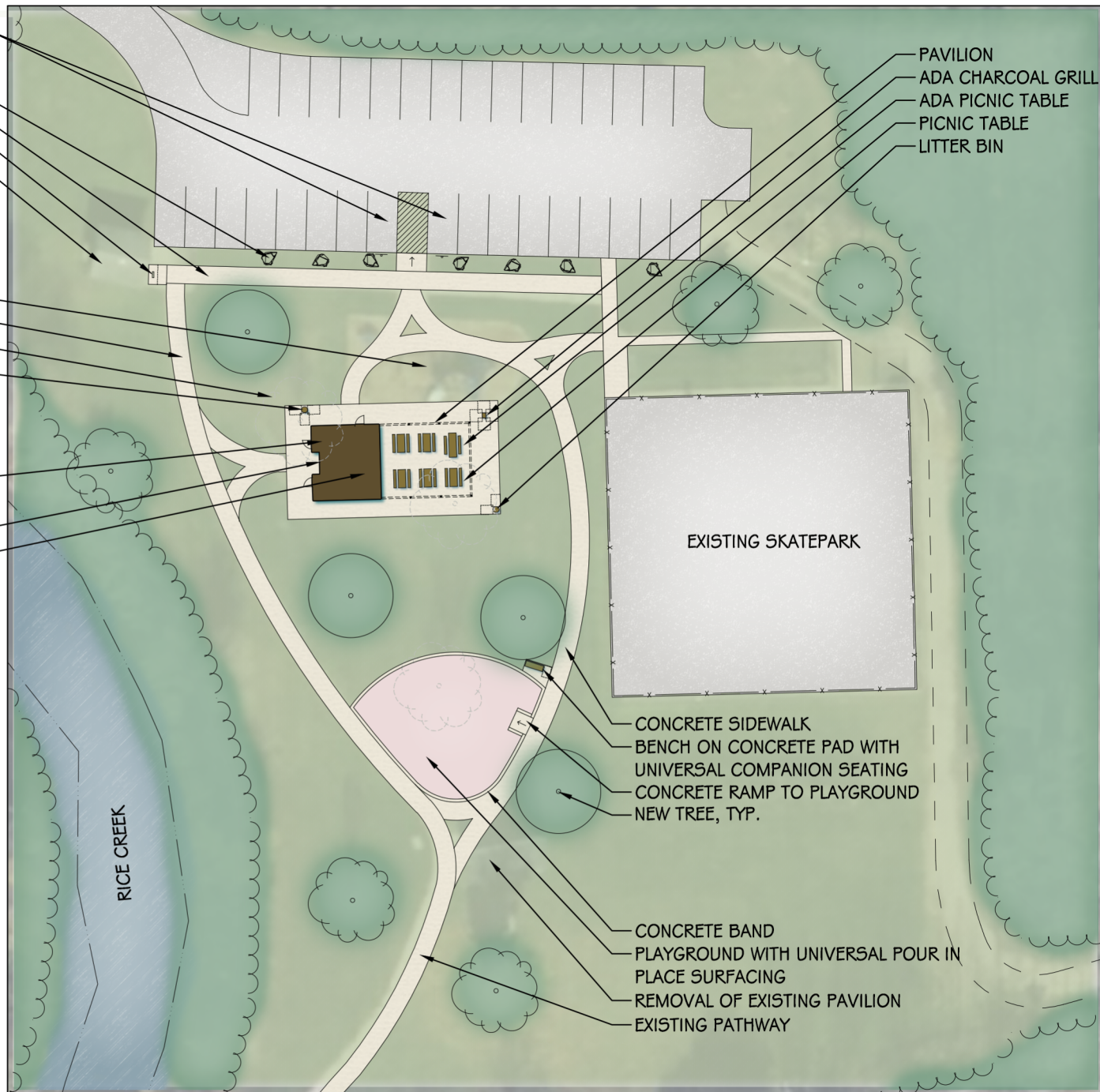
CONCRETE BAND
PLAYGROUND WITH UNIVERSAL POUR IN
PLACE SURFACING
REMOVAL OF EXISTING PAVILION
EXISTING PATHWAY

RICE CREEK



Site Overview

1" = 200'-0"



Site Enlargement

1" = 50'-0"

ITEM: 12.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
DATE: March 16, 2026
SUBJECT: **RESOLUTION 2026-5 - STATE HIGH WATER INFRASTRUCTURE GRANT**

The State of Michigan's Department of Environment, Great Lakes, and Energy (EGLE) Water Resources Division has issued a Special Request for Proposals under the State High Water Infrastructure Grant Program. Last year, City staff initiated discussions with Spicer Group on an assessment for Sherman Pond in the northwest quadrant of the City. The scope of the project entails survey and analysis of the pond's infiltration and storage capacity. Adjacent property owners have voiced concerns about the pond's water level at various times over the last four years. With adjacent land identified for future development in the Master Plan, understanding the pond's effectiveness in managing stormwater is critical to the health and safety of Marshall's residents and their property.

The study is estimated at no more than \$50,000. The grant requires a 20% match which is \$10,000.

BUDGET IMPACT:

There is no budget impact associated with submitting the grant application. If the grant is awarded, a budget amendment would be brought forward to recognize the grant revenue and the corresponding project expenditure in the General Fund Engineering Professional Services line (101-441-820.00).

RECOMMENDATION:

Approve Resolution 2026-05, A Resolution to Support the Sherman Pond Study Grant Application and authorize the City Manager and City Clerk to sign the necessary documents.



MICHIGAN DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY

Water Resources Division

State High Water Infrastructure Grants 2026 Special Request for Proposals

Introduction

Under Section 1006 of PA 87 of 2021, the Michigan Legislature appropriated \$14.35 million to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) for a grant program to provide infrastructure and planning grants that directly address the impacts and vulnerabilities presented by severe weather events, with a focus on projects that address flooding, coastline erosion, urban heat, and stormwater management. This special request for proposals is to distribute approximately \$800,000.00 of unspent grant funds from the 2023 funding appropriations.

Eligibility

Regional councils of government and local units of government are eligible to apply. A local unit of government may act as a primary project sponsor and fiduciary for a grant that includes partnerships or consortiums with other public or nonprofit organizations. Applicants must demonstrate that their project will address the impacts and vulnerabilities presented by high-water and severe weather events.

Eligible Activities

Funding is available statewide and restricted to infrastructure and planning projects that directly address the impacts and vulnerabilities presented by high-water and severe weather events (e.g., projects that address flooding, coastline erosion, urban heat, and stormwater management). Eligibility of activities will be project-specific and determined on a case-by-case basis. Any activities or costs not directly related to the proposed project or costs incurred outside of the project period are not eligible. Eligible activities include:

- Development of local or regional plans that recommend strategies, policies, or programs to address the impacts and vulnerabilities presented by high-water and severe weather events while protecting the natural coastal processes. This activity is a priority.

- Updating local planning documents to consider high-water levels, resiliency to the dynamic nature of the Great Lakes, infrastructure risk assessments, or nature-based solutions to address flooding, coastline erosion, urban heat, or stormwater management.
- Development of feasibility studies, engineering designs, or implementation of nature-based solutions or relocation of at-risk infrastructure and/or assets to address resiliency and preparedness, or address flooding, coastline erosion, urban heat, or stormwater management.
- Development or implementation of resiliency projects for stormwater management, including restored and constructed wetlands, stream/floodplain connectivity restoration, or other green infrastructure.
- Development or implementation of habitat or shoreline restoration projects that directly address the impacts and vulnerabilities presented by high-water and severe weather events, including removing hardened structures such as seawalls, revetments, or groins to restore natural coastal processes.

Application Requirements

The maximum grant amount allowable per applicant for this special funding opportunity is \$450,000 with a required minimum of 20 percent matching funds. The grant award start date is anticipated as early as June 1, 2026, with a project period 12, 18, not to exceed 24-months.

The total grant award will be based on reasonably estimated costs and documentation provided by the grantee at the time of application. The grant will operate on a reimbursement basis, with work reported quarterly. Expenses must be based on costs incurred and paid and associated invoices or other appropriate supporting documentation must be submitted to EGLE prior to grant funds being reimbursed to the grantee.

Applications are to be submitted in PDF form to KirkpatrickE@Michigan.gov and must be received no later than **April 10, 2026**.

Previous applicants are welcome to apply for this special funding opportunity request for proposal.

Process, Schedule, and Deadlines

Applications will be scored based on how well the project addresses the impacts and vulnerabilities presented by severe weather events. Applications will be scored in April 2026 with award announcement expected May 2026.

EGLE may request additional information for clarification purposes. EGLE may offer grant amounts other than those requested and request changes to the proposed work plan. Submitted application information is not confidential. Grant applications are considered public information under the Freedom of Information Act, 1976 PA 442, as amended.

Successful applicants will be required to enter into a grant agreement with EGLE. A grant agreement consists of standard “boilerplate” language and the applicant’s project description, work plan, timeline, and budget information.

Contact: For questions, contact Emily Kirkpatrick, Water Resources Division, at 517-290-5476 or KirkpatrickE@Michigan.gov.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations.

People with disabilities may request this material in an alternate format by emailing [EGLE- Accessibility@Michigan.gov](mailto:EGLE-Accessibility@Michigan.gov) or calling 800-662-9278.



MICHIGAN DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY

**CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2026-05**

A RESOLUTION TO SUPPORT THE SHERMAN POND STUDY GRANT APPLICATION

Minutes of a regular meeting of the Council of the City of Marshall, held on March 16, 2026 at 7:00 PM.

PRESENT:

ABSENT:

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

WHEREAS, Sherman Pond, located in the City's northwest quadrant, is suspected of a reduction in storage and infiltration capabilities over the years; and

WHEREAS, residents adjacent to Sherman Pond have observed higher water levels relative to the years when the area was first developed; and

WHEREAS, Sherman Pond has the ability to be a discharge point of stormwater generated in possible future development; and

WHEREAS, the City of Marshall is the owner of a parcel which includes the majority of Sherman Pond, with Tax ID 53-002-022-00 and an address of 507.5 North Linden Street; and

WHEREAS, the City has developed a plan to assess the condition, storage, and capacity of Sherman Pond through an engineering study. The assessment cost is estimated at \$50,000, of which 20% is required to be covered with a local match funds; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL that the City of Marshall Council approves the submission of the grant application to the State of Michigan's Department of Environment, Great Lakes, and Energy (EGLE) Water Resources Division for a total project amount not to exceed \$50,000 for the Sherman Pond Study and commits that the local match shall be provided if the project is funded.

Resolution declared adopted this 16th day of March 2026.

Michelle Eubank, City Clerk

I, Michelle Eubank, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on March 16, 2026 and that the said meeting was conducted and that the minutes of the meeting were kept and will be or have been made available.

Michelle Eubank, City Clerk

ITEM: 12.B

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
DATE: March 16, 2026
SUBJECT: **RESOLUTION - 2026-7 - PROPERTY TRANSFER OF OPPORTUNITY DRIVE RIGHT OF WAY**

Opportunity Drive is located within the Marshall Area Jobs, Opportunity, and Recreation (MAJOR) Campus. The property is along the previous county road, C Drive N, alignment connecting Michigan Avenue (M-96) and the Ford BlueOval property. The property is approximately 5 acres and ownership will be transferred to the City per the Transfer Agreement.

The property contains recently constructed infrastructure, but this transfer is strictly for the property and surface improvements. The ownership of infrastructure within this property is anticipated to be transferred to the City at some point in the future.

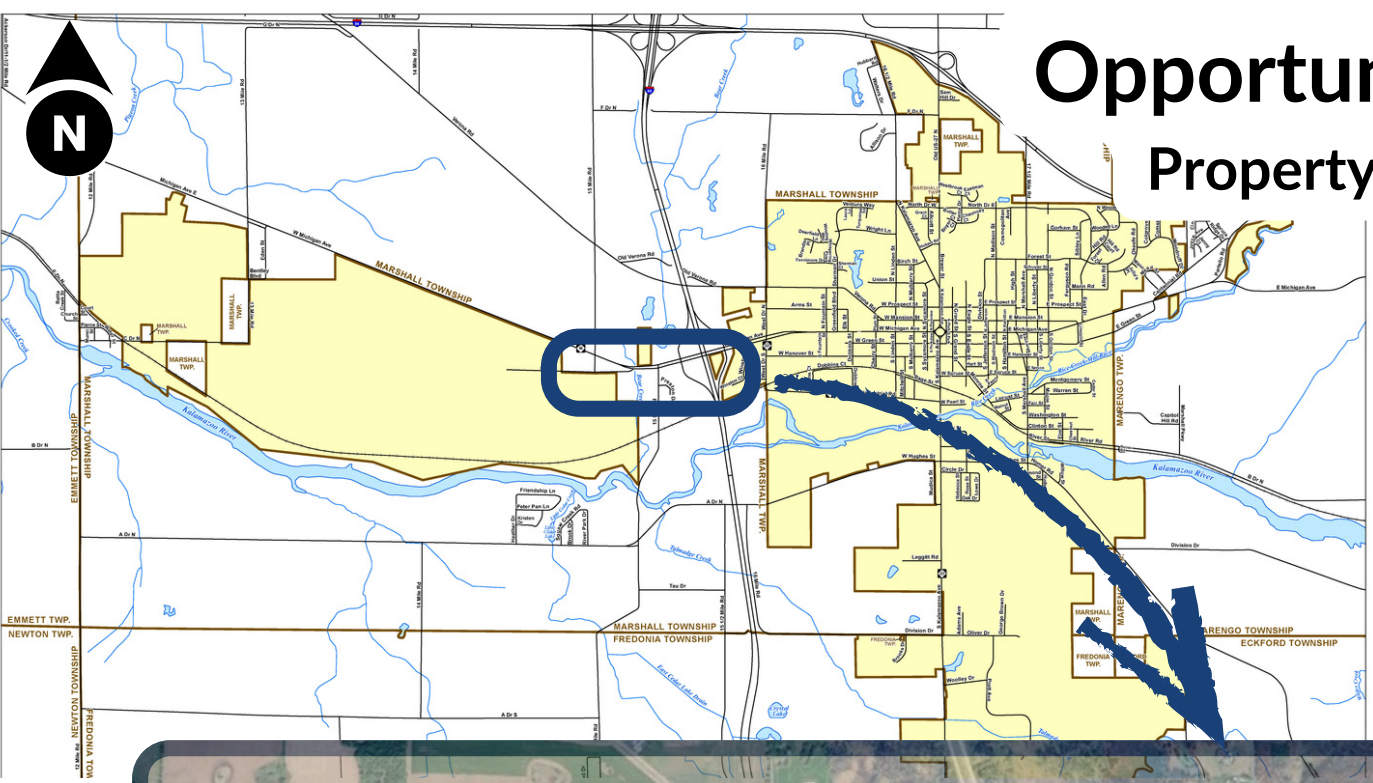
Dedication of the property as a public right of way is required following the ownership transfer. Resolution 2026-07 dedicates the property as a public right of way and certifies the street is open and available to the public. The public right of way will be established immediately following the recording of the Quit Claim Deed as included with the Transfer Agreement. The closing of the sale is expected in the near future immediately following the completion of the punch list included with the Transfer Agreement document.

BUDGET IMPACT:

Once dedicated and transferred into the City, Opportunity Drive will be part of the City street system and eligible for MDOT PA 51 funding.

RECOMMENDATION:

Approve the purchase of Opportunity Drive right of way parcel, approximately 5 acres, in the amount of \$1 from Marshall Area Economic Development Alliance (MAEDA) and approve Resolution 2026-07, A Resolution to Dedicate Opportunity Drive as a Public Street and authorize the City Manager and City Clerk to sign the necessary documents.



Opportunity Drive

Property Transfer



Opportunity Drive
Right of Way



PROPERTY TRANSFER AGREEMENT

This property transfer agreement (the “Agreement”) is entered into on March ____, 2026 (the “Effective Date”), by and between **Marshall Area Economic Development Alliance**, a Michigan non-profit corporation, 323 West Michigan Avenue, Marshall, Michigan 49068 (“Seller”), and **City of Marshall**, a Michigan city organized and operating under the provisions of the Home Rule City Act, MCL 117.1, *et seq.*, as amended, whose address is 323 W. Michigan Avenue, Marshall, Michigan 49068 (“Buyer”), on the terms and conditions set forth below. Seller and Buyer are referred to in this Agreement individually as a “Party” and, together, as the “Parties”.

- 1. Background.** Seller is the owner of a parcel of real property located in the City of Marshall, Calhoun County, Michigan, as described and shown on Exhibit A within the red boundaries (the “Premises”). BlueOval Battery Michigan, LLC (“BOBM”) owns a parcel to the west of the Premises. The Premises contain a four-lane roadway and other related improvements that have been constructed by Seller using the State of Michigan grant funds. The road contained within the Premises is referred to as “Opportunity Drive” and has been constructed by Seller to provide public access from the realigned M-96 constructed by the Michigan Department of Transportation (“MDOT”). The Premises are being transferred subject to the terms of this Agreement and expressly to support the development of the Marshall Area Jobs Opportunity and Recreation Campus (“MAJOR Campus”). This Agreement and the transfer of title to the Premises are subject to the review and written approval by the Michigan Economic Development Corporation (the “MEDC”) and the Michigan Strategic Fund (the “MSF”). Through this Agreement Seller is transferring the fee interest only to the real property and the improved road area. Any water or sewer service lines that have been constructed by Seller are not being transferred by this Agreement but may be transferred pursuant to a separate agreement between the Parties at a later date.
- 2. Condition of the Premises.** Buyer acknowledges and agrees that Buyer is relying upon its own investigation of the physical, economic use, compliance, and overall environmental condition of the Premises. The parties acknowledge that a punch list dated 2-26-26 and attached as Exhibit B, has been created by the Buyer and that those items will be addressed by Seller and its Contractor, at Seller’s cost, prior to the transfer. The City Engineer will certify in writing that the items listed in Exhibit B have been completed. Other than the punch list items, the Premises are being sold, and Buyer hereby agrees to accept the Premises, including any road improvements on the Premises, in “AS IS, WHERE IS, WITH ALL FAULTS” condition as of the Closing Date without reliance upon any representation, warranty or covenant whatsoever with respect to the physical condition, fitness for a particular use or economic viability, including without limitation, the (a) compliance of the Premises or its operation with any applicable laws; (b) availability, quality, nature, adequacy and physical condition of any utilities serving the Premises; (c) the intended use or any other use; or (d) any actual or threatened liability of any kind arising from, or related to, an environmental claim, any environmental condition or any other violation of any environmental laws.

3. **Purchase and Sale.** Seller agrees to transfer the Premises to Buyer, and Buyer agrees to purchase the Premises from Seller, subject to the terms and conditions set forth herein using the form of a Quit Claim Deed attached as Exhibit C to this Agreement.
4. **Purchase Price.** At Closing, Buyer shall pay Seller a Purchase Price for the Premises of One Dollar and 00/100 (\$1.00) in immediately available funds.
5. **Use of Premises.** Seller is conveying the Premises to Buyer for the sole and exclusive purpose of being maintained and developed as a public road serving the MAJOR Campus and associated utility corridors.
6. **Development of Premises.** Buyer shall be responsible, at the sole cost of Buyer, for any development of any public facilities of any type on the Premises after the Closing Date.
7. **Hold Harmless.** Upon closing, to the extent permitted by Michigan law, Buyer shall indemnify, defend and hold harmless Seller, the MEDC, the MSF, together with their applicable partners, directors, executive committee members, agents, employees, and controlling persons (if any) (collectively, the “Indemnitees”), against any losses, claims, damages, or liabilities arising out of or relating to any work undertaken by Buyer and referred to in this Agreement including, without limitation, the construction, operation and maintenance of a trail and related facilities, except to the extent that any such loss, claim, damages, or liability are finally judicially determined to have resulted from the acts or omissions of Indemnitees. The provisions of this Section shall survive the expiration or sooner termination of this Agreement and any Closing and shall not be merged.
8. **No Reliance.** Buyer represents and certifies that it is not relying on any information or document provided or to be provided by the Seller, or any statement, representation or other assertion made by Seller, its employees, contractors, or agents with respect to the Premises.
9. **Due Diligence and Approval Time Periods.** Seller has provided to Buyer any relevant documentation or reports associated with the environmental state of the Premises or any environmental condition present thereon. Buyer has the right to conduct all appropriate environmental due diligence at its own cost, prior to closing.
10. **Buyer’s Access to Premises.** Buyer and its respective employees, agents, contractors, and invitees (collectively, the “Buyer Representatives”) shall at all times up to Closing have reasonable access to the Premises for the purpose of inspecting and evaluating the Premises. While Buyer Representatives are on the Premises, (a) they shall not unreasonably interfere with any use of the Premises by Seller; (b) Seller shall not be liable for any damage, loss, or injury caused by any Buyer Representatives; and (c) Buyer shall, to the extent permitted by Michigan law, indemnify, defend, protect and hold the Indemnitees harmless from any and all claims, suits, damages, loss, or injury to person or property, including, without limitation, costs and expenses of investigating, defending, and settling or litigating any claim, including reasonable attorney fees, arising out of the Buyer Representatives’ presence or activities on the Premises. On completion of all such

inspections and evaluations, Buyer shall return the Premises substantially to their prior condition.

11. **Closing Date and Possession.** Buyer and Seller shall close the sale and purchase of the Premises from Seller to Buyer (the “Closing”) on or before March 31, 2026 (the “Closing Date”) or a date thereafter on which the parties are reasonably prepared to close. The Closing shall take place at the offices of Seller or at another location mutually agreeable to Seller and Buyer.
12. **Documents to be Delivered.** Seller at its cost will obtain at its cost a title commitment for the Premises.
13. **Taxes and Assessments.** Current real estate taxes, to the extent applicable, shall be prorated as of the Closing Date between Seller and Buyer based on the due date of the respective taxing authority. However, for purposes of this proration, taxes shall be deemed paid in advance.
14. **Form of conveyance.** At Closing, Seller shall grant and convey legal title to the Premises to Buyer using the form of a Quit Claim Deed attached hereto as Exhibit C, subject to (a) the lien of taxes on the Premises not yet due and payable; and (b) the easements, covenants, conditions, and restrictions of record as shown on the title commitment delivered to Buyer as stated above. The deed shall state the consideration as “for good and valuable consideration,” and Seller shall sign and file a transfer valuation affidavit to evidence the Purchase Price.
15. **Event of Default and Remedies.**
 - a. If Buyer breaches any obligation under this Agreement (“Event of Default”), which is not cured within one hundred eighty (180) calendar days or longer period as agreed to by the Parties after written notice specifying in detail the default and requested remedy is received thereof from Seller (“Notice of Default”) then this Agreement shall be terminable at Seller’s option, but with the approval of the MEDC and the MSF. Provided, however, that if the nature of the default requires, in the exercise of commercially reasonable diligence, more than one hundred eighty (180) days to cure, the Seller shall not have the right to exercise any remedies hereunder as long as the Buyer commences performance of the cure within one hundred eighty (180) days of receipt of Notice of Default and thereafter completes such cure with commercially reasonable diligence.
 - b. Upon termination of this Agreement by reason of an Event of Default and expiration of the applicable cure period, Buyer shall promptly vacate and surrender the Premises, as required hereunder. In addition to terminating this Agreement, if an Event of Default has occurred, Seller shall be entitled to seek any other remedy available hereunder, at law or in equity, all such remedies being cumulative and not exclusive. No termination or expiration of this Agreement shall relieve Buyer of

its obligations to perform those acts expressly stated to survive the expiration of this Agreement.

16. Buyer's Affirmative Covenants.

- a. Buyer covenants and agrees that it will comply with and will require its contractors, subcontractors, trade contractors, vendors, consultants, agents, or any other party engaged by Buyer to undertake any activities associated with the performance of this Agreement to comply with all applicable laws, ordinances, or other regulations imposed by any governmental authority.
- b. Buyer further covenants and agrees that all activities undertaken in connection with this Agreement shall be conducted at the Buyer's sole risk, cost and expense.

17. Insurance Requirements. Before the Buyer or any Buyer Representatives commence any work on the Premises pursuant to this Agreement, Buyer shall maintain insurance in such amounts and covering such risks as is usually carried by companies engaged in similar businesses, either with reputable insurance companies or, in whole or in part, by establishing reserves or self-insure, either alone or with other companies or associations. Buyer shall require that its subcontractors maintain insurance as determined appropriate by Buyer.

18. Closing. Seller shall prepare the closing documents and deliver them to Buyer for review and approval at least two days before Closing. At Closing, Seller shall be responsible for all expenses, including any Closing costs, charged by any Closing agent, the payment of the state and county transfer taxes; the title insurance premium to issue a policy pursuant to the title commitment referenced above; certified to the Buyer as referenced above; and the costs of any recording fees to record any documents to clear title. Seller shall also pay for all survey costs, the fees necessary to record the deed and any other documents necessary to transfer the title to the Premises. Buyer and Seller shall each pay their own attorney and other professional fees.

19. Real Estate Broker. Seller and Buyer represent and warrant to each other that no person or entity has been involved in or is entitled to a commission as a result of the sale and purchase of the Premises contemplated by this Agreement. To the extent a commission or fee is claimed by any individual or entity as a result of its contacts with either Seller or Buyer, the party against and through whom the commission or fee is claimed will indemnify the other party and be responsible for the payment of all costs of defending that claim and, to the extent it is to be paid, the liability for the payment of that commission or fee.

20. Notices. Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing and shall be either personally served or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this

Agreement. Either party may change its address by giving notice of the change to the other two as provided in this section.

21. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the parties regarding the subject matter of this Agreement, and all prior agreements regarding the Premises between the parties, whether written or oral, shall be of no further force and effect.
22. **Applicable Law.** This Agreement shall be applied, construed, and enforced in accordance with the laws of the state of Michigan, without giving effect to conflicts of law principles. Venue for any disputes under this Agreement shall lie in Calhoun, Michigan.
23. **WAIVER OF JURY TRIAL.** EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, ANY RIGHT IT OR ITS AFFILIATES, SUCCESSORS OR ASSIGNS MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY CLAIM ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.
24. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. Seller and Buyer are permitted to assign this Agreement to affiliated business entities that are owned in total by either Seller or Buyer; but neither party may assign or otherwise transfer its interest under this Agreement to any other third party without the prior approval of the other party to this Agreement, which approval shall not be unreasonably withheld.
25. **Waiver.** No waiver by either Party of any of its rights or remedies hereunder or otherwise will be considered a waiver of any other subsequent right or remedy. Except as expressly provided herein, no waiver by either Party of any of its rights or remedies hereunder or otherwise will be effective unless such waiver is evidenced in a written instrument executed by the waiving Party.
26. **Modifications; Counterparts; Electronic Signatures.** No modification, alteration, or amendment to this Agreement shall be binding unless in writing and signed by both Buyer and Seller, and approved by the MEDC and the MSF. This Agreement may be executed electronically in pdf form and/or in counterparts, and all counterparts together shall constitute one integrated agreement and be deemed an original document.
27. **Exhibits.** The following are exhibits to this Agreement:
 - Exhibit A—Legal description and Survey
 - Exhibit B – 2-26-26 Punch List
 - Exhibit C – Form of Quit Claim Deed

[Signature page follows]

IN WITNESS WHEREOF, the Seller and Buyer have duly executed this Property Transfer and Development Agreement as of the Effective Date first above written.

SELLER:

Marshall Area Economic Development Alliance

Dated: March ____, 2026

By: _____

James Durian

Its: Chief Executive Officer

BUYER:

City of Marshall

Dated: March ____, 2026

By: _____

Michelle Eubank

Its: City Clerk

EXHIBIT A

Opportunity Drive Survey

EXHIBIT B

2-17-26 “Punch List”

A walkthrough of Opportunity Drive was conducted on February 17, 2026 by representatives of Walbridge, the City of Marshall, Midwestern Consulting, and Stantec. The following is the list of items were identified for corrective action.

1. Pavement markings must be installed in the westbound lane at the traffic light on the east side of the Ring Road/Opportunity Drive intersection: stop bar, turn left, turn right in westbound lane.
2. Install pavement markings as shown on Sheets C-G10-S and C-G11-S of the Bulletin 10 Drawings (10-15-2025).
3. Install traffic signs markings as shown on Sheets C-G10-S and C-G11-S of the Bulletin 10 Drawings (10-15-2025).
4. Provide mortar and point chimney in the CB located in the curb & gutter on west side of the Opportunity Drive median (on the east side of the Ring Road/Opportunity Drive traffic light intersection).
5. Grade around ‘ELECTRIC’ box at the NE corner of Ring Road/Opportunity Drive traffic light intersection.
6. SSMH-6 (SAN MH on fence line): Reset the fence to the west to go around SSMH-6.
7. SSMH-3 (3rd SAN MH east of fence line): Clean up debris around MH.
8. G10-SS-01 (transition manhole located at NE corner of Ring Road/Opportunity Drive intersection): Reset and move SAN MH over the center of the MH.
9. Remove all debris and wood in the median and on the shoulder of Opportunity Drive, both east and westbound travel lanes.

10. Grind down pile of concrete approximately 30' E of fence line in westbound lane.



11. Re-grade Opportunity Drive median at first Michigan turn going westbound from Michigan Avenue.



12. Address pavement cracks that were identified by Midwestern Consulting (MCI) with a GPS during the Opportunity Drive walkthrough.

EXHIBIT C

Quit Claim Deed

Marshall Area Economic Development Alliance ("**Grantor**"), a Michigan nonprofit corporation, whose address is 323 West Michigan Avenue, Marshall, Michigan 49068, quit claims to City of Marshall, a Michigan city organized and operating under the provisions of the Home Rule City Act, MCL 117.1, *et seq.*, as amended, whose address is 323 W. Michigan Avenue, Marshall, Michigan 49068, the real estate situated in the City of Marshall and Marshall Township, County of Calhoun, State of Michigan, more fully described on Exhibit A attached to this Deed, together with all improvements, fixtures, easements, hereditaments and appurtenances associated with the real estate and all oil, gas, and mineral rights but expressly excluding any water and wastewater infrastructure system components constructed by Grantor (collectively, the "**Property**"), subject only to taxes and assessments not yet due and payable, existing zoning ordinances, and easements, restrictions, and reservations of record.

This deed is given for the consideration disclosed in the Real Estate Transfer Valuation Affidavit filed simultaneously with this Deed.

GRANTOR:

Marshall Area Economic Development Alliance

By: _____

James Durian

Title: **Chief Executive Officer**

Dated: _____

STATE OF MICHIGAN)
) ss
COUNTY OF CALHOUN)

On this ____ day of _____, 2026, before me personally appeared James Durian, Chief Executive Officer of Marshall Area Economic Development Alliance, a Michigan non-profit corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as Chief Executive Officer of Marshall Area Economic Development Alliance on behalf of said entity.

Notary Public, _____ County, Michigan

Acting in _____ County, Michigan
My Commission Expires: _____

Prepared By And Return To After Recording:

Richard C. Lindsey, Jr. (P51342)
Thomson, Parker,
Beer & Lindsey, P.L.C
405 S. Jackson Street
Jackson, MI 49201
Email: rlindsey@atbplclaw.com
Phone: (517) 787-8570

Send Subsequent Tax Bills to:

Grantee

**CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2026-07**

A RESOLUTION TO DEDICATE OPPORTUNITY DRIVE AS A PUBLIC STREET

Minutes of a regular meeting of the Council of the City of Marshall, held on March 16, 2026 at 7:00 PM.

PRESENT:

ABSENT:

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

WHEREAS, the City of Marshall purchased property per Exhibit A, conveyed to the City per Quit Claim Deed once recorded in the Office of the Registrar of Deeds for Calhoun County Michigan; and

WHEREAS, the conveyed property includes an improved road surface called Opportunity Drive; and

WHEREAS, the City recognizes Opportunity drive as a public street for public purpose within the City of Marshall; and

WHEREAS, it is necessary to furnish certain information to the State of Michigan to place these streets within the City of Marshall Street System for the purpose of obtaining funds under Act 51, P.A. 1951 as amended; and

WHEREAS, the City dedicates the Opportunity Drive right-of-way described as:

Commencing at the East 1/4 corner of Section 28, T2S, R6W, Marshall Township, Calhoun County, Michigan; thence N88°20'54"W 1,697.48 feet along the E-W 1/4 line of said Section 28 to the POINT OF BEGINNING; thence S01°39'07"W 202.00 feet; thence N87°58'33"W 307.41 feet; thence N88°20'54"W 640.32 feet; thence N00°08'50"W 200.10 feet along the N-S 1/4 line of said Section 28 to the Center of said Section 28; thence N00°07'44"W 43.02 feet along said N-S 1/4 line of Section 28; thence S88°20'54"E 955.35 feet; thence S01°39'07"W 43.00 feet to the POINT OF BEGINNING. Being part of the East ½ of Section 28, T2S, R6W, Marshall Township, Calhoun County, Michigan. Containing 5.32 acres of land, more or less, and being subject to any easements and restrictions of record, if any.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL hereby determines that the centerline of Opportunity Drive is described as:

Commencing at the East 1/4 corner of Section 28, T2S, R6W, Marshall Township, Calhoun County, Michigan; thence N88°20'54"W 1,697.48 feet along the E-W 1/4 line of said Section 28; thence S01°39'07"W 65.05 feet to the POINT OF BEGINNING;

thence N88°19'44"W 463.00 feet; thence N89°08'41"W 488.81 feet to the POINT OF ENDING. Being part of the East 1/2 of Section 28, T2S, R6W, Marshall Township, Calhoun County, Michigan. Being subject to any easements and restrictions of record, if any.

And further affirms:

1. That said Opportunity Drive is located within a City right-of-way and is under the control of the City of Marshall.
2. That said Opportunity Drive is a public Street and for public purposes.
3. That said Opportunity Drive is accepted into the City of Marshall Street System and open to the public upon final street construction and development.

Resolution declared adopted this 16 day of March 2026.

Michelle Eubank, City Clerk

I, Michelle Eubank, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on March 16, 2026, and that the said meeting was conducted and that the minutes of the meeting were kept and will be or have been made available.

Michelle Eubank, City Clerk

ROAD DEDICATION

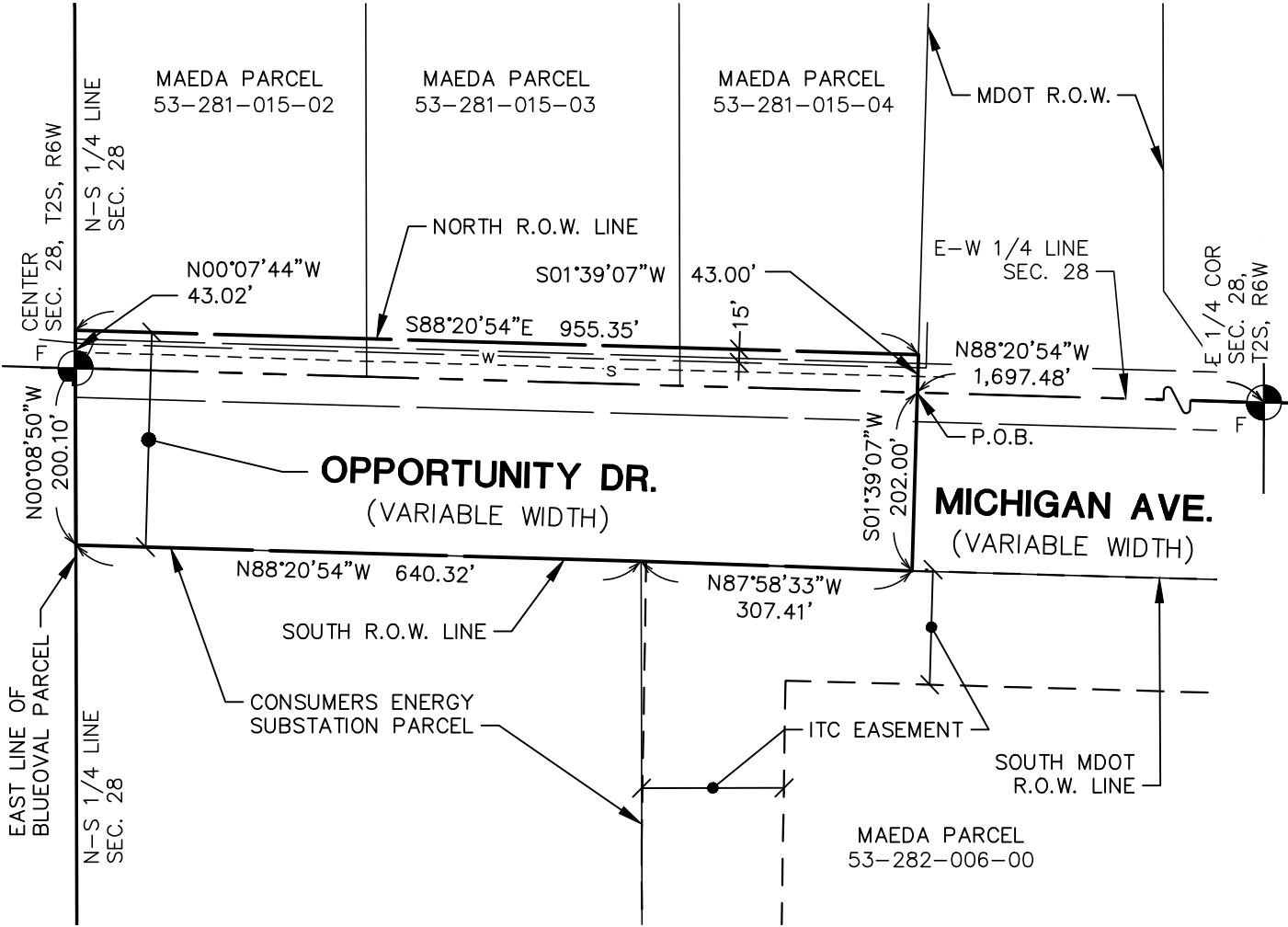
ROAD DEDICATION ON A PARCEL OF LAND IN THE E 1/2 OF SECTION 28, T2S, R6W,
MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN

BASIS OF
BEARINGS

MICHIGAN STATE PLANE
COORDINATE SYSTEM,
SOUTH ZONE,
INTERNATIONAL FOOT

LEGEND

-  SECTION CORNER
- P.O.B. POINT OF BEGINNING
- S- - - SANITARY SEWER
- W- - - WATERMAIN



I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL HEREON DESCRIBED ON MARCH 10, 2026 AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

CLIENT: MAEDA	DATE: 03/10/2026
JOB NO.: 22367	SHEET 1 OF 2
SECTION: 28 TOWN: 2S RANGE: 6W	SCALE: 1in.= 200 ft.
TOWNSHIP OF MARSHALL	BOOK: N/A
CALHOUN COUNTY, MICHIGAN	BY: OLW



MIDWESTERN
CONSULTING

3815 Plaza Drive Ann Arbor, Michigan 48108
(734) 995-0200 • www.midwesternconsulting.com



Mark Vander Veen

MARK VANDER VEEN PS NO. 4001056788



LEGAL DESCRIPTION

Commencing at the East 1/4 corner of Section 28, T2S, R6W, Marshall Township, Calhoun County, Michigan; thence N88°20'54"W 1,697.48 feet along the E-W 1/4 line of said Section 28 to the POINT OF BEGINNING;
thence S01°39'07"W 202.00 feet;
thence N87°58'33"W 307.41 feet;
thence N88°20'54"W 640.32 feet;
thence N00°08'50"W 200.10 feet along the N-S 1/4 line of said Section 28 to the Center of said Section 28;
thence N00°07'44"W 43.02 feet along said N-S 1/4 line of Section 28;
thence S88°20'54"E 955.35 feet;
thence S01°39'07"W 43.00 feet to the POINT OF BEGINNING. Being part of the East 1/2 of Section 28, T2S, R6W, Marshall Township, Calhoun County, Michigan. Containing 5.32 acres of land, more ore less, and being subject to any easements and restrictions of record, if any.

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL HEREON DESCRIBED ON MARCH 10, 2026 AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

CLIENT: MAEDA	DATE: 03/10/2026
JOB NO.: 22367	SHEET 2 OF 2
SECTION: 28 TOWN: 2S RANGE: 6W	SCALE: 1in.= N/A ft.
TOWNSHIP OF MARSHALL	BOOK: N/A
CALHOUN COUNTY, MICHIGAN	BY: OLV



MIDWESTERN
CONSULTING

3815 Plaza Drive Ann Arbor, Michigan 48108
(734) 995-0200 • www.midwesternconsulting.com





MARK VANDER VEEN PS NO. 4001056788



OPPORTUNITY DRIVE SURVEY SKETCH

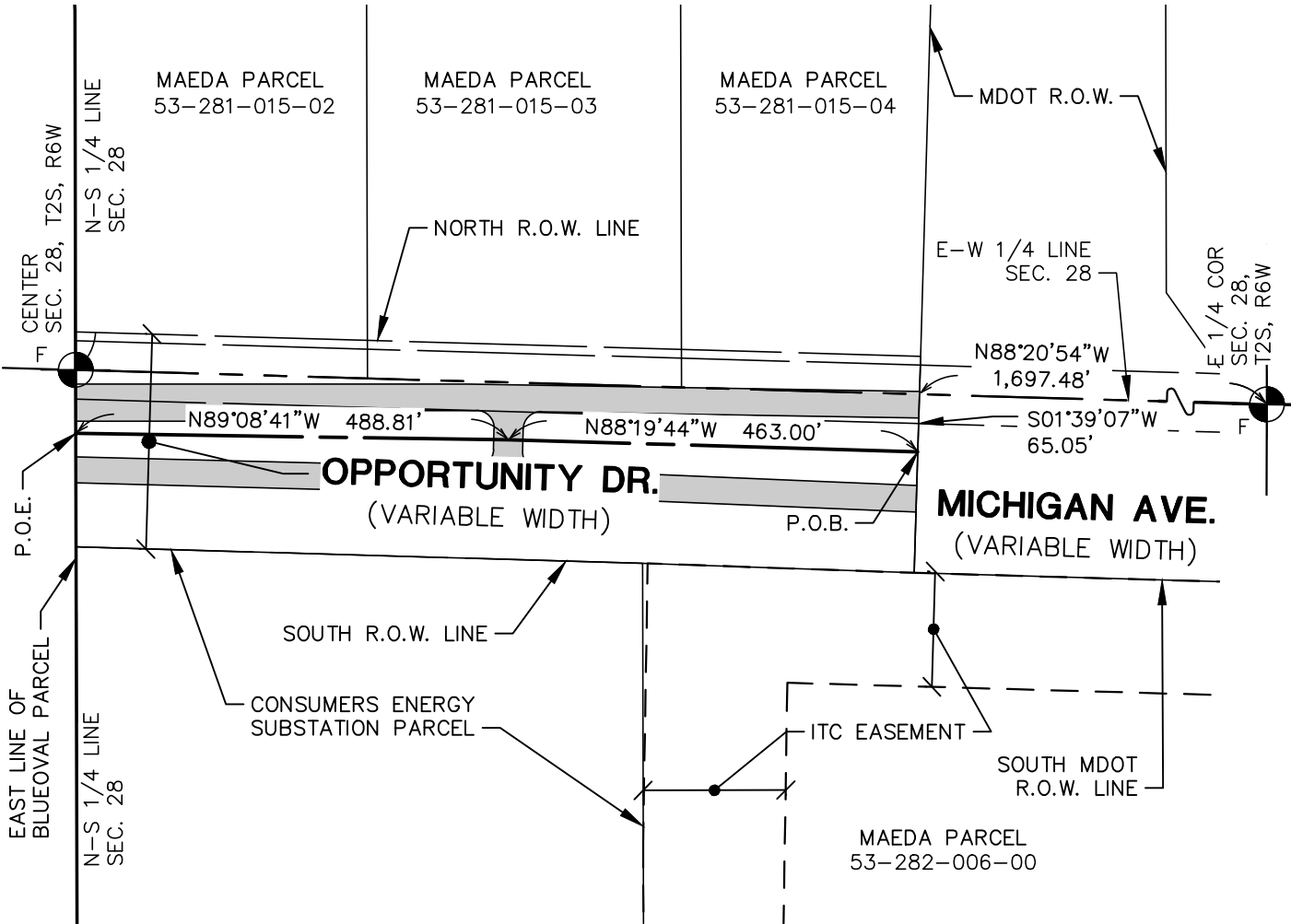
ROAD CENTERLINE IN THE E 1/2 OF SECTION 28, T2S, R6W,
MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN

BASIS OF
BEARINGS

MICHIGAN STATE PLANE
COORDINATE SYSTEM,
SOUTH ZONE,
INTERNATIONAL FOOT

LEGEND

- SECTION CORNER
- P.O.B. POINT OF BEGINNING
- P.O.E. POINT OF ENDING
- EX. PAVEMENT



LEGAL DESCRIPTION

Opportunity Drive (Variable Width) pavement centerline, being described as follows:

Commencing at the East 1/4 corner of Section 28, T2S, R6W, Marshall Township, Calhoun County, Michigan; thence N88°20'54"W 1,697.48 feet along the E-W 1/4 line of said Section 28; thence S01°39'07"W 65.05 feet to the POINT OF BEGINNING; thence N88°19'44"W 463.00 feet; thence N89°08'41"W 488.81 feet to the POINT OF ENDING. Being part of the East 1/2 of Section 28, T2S, R6W, Marshall Township, Calhoun County, Michigan. Being subject to any easements and restrictions of record, if any.

CLIENT: MAEDA	DATE: 03/10/2026	
JOB NO.: 22367	SHEET 1 OF 1	
SECTION: 28 TOWN: 2S RANGE: 6W	SCALE: 1in.= 200 ft.	
TOWNSHIP OF MARSHALL	BOOK: 1139	
CALHOUN COUNTY, MICHIGAN	BY: OLW	
 MIDWESTERN CONSULTING 3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com		

ITEM: 12.C

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
DATE: March 16, 2026
SUBJECT: **GRANT REQUEST - S. KALAMAZOO/HUGHES INTERSECTION IMPROVEMENTS**

The intersection of South Kalamazoo Ave and Hughes Street has been the focus of analysis for the last several years by the City. The heightened focus is driven by 1. the intersection has been the source of traffic congestion at specific times of the day over many years, 2. the surrounding area is proposed for future development, and 3. the adjacent Millbrook development is officially underway. Additionally, it is important to note that this location is also a point of intersecting jurisdiction for the State of Michigan Department of Transportation (MDOT), Calhoun County Road Department (CCRD), and the City of Marshall.

As such, staff are requesting approval to submit a fiscal year 2027 Congressionally Directed Spending Request to Senator Gary Peters and Senator Elissa Slotkin. The City initiated a preliminary traffic study in 2024 for this intersection that determined possible improvements to the area in preparation for adjacent development. The request will include funding to finalize the proper improvement plan and construct said infrastructure. Initial total project costs are estimated at \$2.1 million and include property acquisition, engineering and construction.

BUDGET IMPACT:

There is no budget impact for submitting the grant application. If we are successful and awarded the grant, there is a 20% local match that would require a budget amendment in FY27.

RECOMMENDATION:

Approve the submission of a fiscal year 2027 Congressionally Directed Spending request for the construction of the South Kalamazoo Ave and West Hughes Street intersection and authorize the City Manager and City Clerk to sign the necessary documents.

ITEM: 12.D

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Joshua Lankerd, Chief of Police
DATE: March 16, 2026
SUBJECT: **SET PUBLIC HEARING - ORDINANCE 2026-01 - AMENDMENT TO 132.01 THREATS; ASSAULT AND BATTERY**

The Marshall Police Department regularly reviews City ordinances as part of our operational practices. We hold monthly meetings with our City Prosecutor, John Sullivan, to discuss court cases as well as any ordinance concerns or issues that arise during enforcement. Based on these discussions, we prioritize potential ordinance updates and incorporate them into our operational plans and goals.

Last year, Ordinance 132.01 – *Threats; Assault and Battery* was reviewed and discussed. During this review, we determined the current ordinance was both short and vague, and that it had last been updated in 1983. The existing ordinance consists of a single sentence: *“It shall be unlawful for any person to menace, threaten or assault or to unlawfully touch, shove, jostle or batter any person.”*

After reviewing comparable ordinances and relevant statutes, we drafted a proposed amendment, which was provided. The updated ordinance separates the provisions addressing threats from those addressing assault and battery. The proposed assault and battery language is consistent with the Michigan state statute and includes the 93-day misdemeanor penalty language.

The proposed threats section states that it is unlawful for a person to menace or threaten another individual by words, actions, or both. This language was added to better address complaints the department has received in the past and to provide clearer guidance for enforcement.

These amendments will bring the ordinance more in line with state statute and provide clearer context that threats may include both verbal statements and actions.

BUDGET IMPACT:
N/A

RECOMMENDATION:
Introduce ORDINANCE 2026-1 an AMENDMENT TO 132.01 THREATS; ASSAULT AND BATTERY, publish a summary in the local newspaper and set a Public Hearing for April 20th 2026.

City of Marshall, Michigan

Ordinance # _____

AN ORDINANCE AMENDING CITY OF MARSHALL CODE OF ORDINANCES,
CHAPTER 132 – OFFENSES AGAINST PERSONS, SEC. 132.01

WHEREAS, Marshall City Code, Chapter 132, Sec.132.01 addresses the subjects of threats, assault and battery; and

WHEREAS, the City Manager, the Chief of Police and other city officials have determined that it is in the best interests of the city to revise Section 132.01; and

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

NOW, THEREFORE, THE CITY OF MARSHALL ORDAINS that the current version of Section 132.01 be amended as set forth herein.

TITLE AND PURPOSE, This amending ordinance shall be titled “Amendment to CHAPTER 132 – OFFENSES AGAINST PERSONS, SEC. 132.01 – THREATS; ASSAULT AND BATTERY, for purpose and benefit of the health, safety and welfare of City residents and visitors to the City of Marshall.

The City of Marshall hereby ordains:

CHAPTER 132 – OFFENSES AGAINST PERSONS

Sec. 132.01 – Threats; assault and battery.

It shall be unlawful for any person to **do any of the following:**~~menace, threaten or assault or to unlawfully touch, shove, jostle or batter any person.~~

- A. Assault or assault and batter another person. A person who violates this section is guilty of a misdemeanor punishable by imprisonment for not more than 93 days or a fine of not more than \$500.00, or both**
- B. Menace or threaten another person by words, action, or both words and action. A person who violates this section is guilty of a misdemeanor punishable by imprisonment for not more than 90 days or a fine of \$500.00 or both.**

(Prior Code, § 18-31; Ord. passed 9-19-1983)

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

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

Severability. The provisions of this ordinance are severable, and if any section, sub-section, paragraph, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of all remaining sections, sub-sections, paragraphs, sentences, clauses, phrases, or portions of this ordinance.

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

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

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

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

Motion by

Second by

Ayes:

Nays:

Absent:

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

Motion by

Second by

Ayes:

Nays:

Absent:

Approved:

_____, Mayor

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

_____, City Clerk

Introduced:

Public Hearing:

Adopted:

Published:

Effective:

ITEM: 12.E

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Joshua Lanker, Chief of Police
DATE: March 16, 2026
SUBJECT: **SET PUBLIC HEARING - ORDINANCE 2026-02 -AMENDMENT TO 131.02 HARASSING COMMUNICATIONS**

The Marshall Police Department regularly reviews City ordinances as part of our operational practices. We hold monthly meetings with our City Prosecutor, John Sullivan, to discuss court cases as well as any ordinance concerns or issues that arise during enforcement. Based on these discussions, we prioritize potential ordinance updates and incorporate them into our operational plans and goals.

Last year, we conducted a harassment investigation involving Ordinance 132.02 – *Harassing Communications* and found it was in need of a review and update. Our review of the ordinance determined that it would benefit from several updates since it was last amended in 2010. Specifically, we identified the need to add additional telecommunication devices and means, along with language addressing the origination and termination of messages.

After reviewing comparable ordinances and relevant statutes, we drafted the proposed amendment, which was provided for review. The updated ordinance adds language to include telecommunication devices such as cell phones and computers, as well as electronic communications. It also includes origination and termination language, which will allow our officers to more effectively address these types of complaints and better serve members of our community.

These amendments will help ensure the ordinance reflects current communication technology and will better address the needs of our community.

BUDGET IMPACT:
N/A

RECOMMENDATION:
Introduce ORDINANCE 2026-2, an AMENDMENT TO 132.02 Harassing Communications, publish a summary in the local newspaper and set a Public Hearing for April 20th 2026.

City of Marshall, Michigan

Ordinance # _____

AN ORDINANCE AMENDING CITY OF MARSHALL CODE OF ORDINANCES, CHAPTER 132 – OFFENSES AGAINST PERSONS, SEC. 132.02.

WHEREAS, Marshall City Code, Chapter 132, Sec.132.02 addresses the subject of harassing communications; and

WHEREAS, the City Manager, the Chief of Police and other city officials have determined that it is in the best interests of the city to revise Section 132.02; and

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

NOW, THEREFORE, THE CITY OF MARSHALL ORDAINS that the current version of Section 132.02 be amended as set forth herein.

TITLE AND PURPOSE, This amending ordinance shall be titled “Amendment to CHAPTER 132 – OFFENSES AGAINST PERSONS, SEC. 132.02 – HARASSING COMMUNICATIONS, for purpose and benefit of the health, safety and welfare of City residents and visitors to the City of Marshall.

The City of Marshall hereby ordains:

CHAPTER 132 – OFFENSES AGAINST PERSONS

Sec. 132.02 – Harassing Communications

- (A) It shall be unlawful for a person, with intent to harass or alarm another person, to communicate with a person, anonymously or otherwise, by telephone, **cellphone, computer**, or by telegraph, mail or any other form of written **or electronic** communications, in a manner likely to harass or cause alarm.
- (B) It shall be unlawful for any person to use any service provided by a communications common carrier with intent to terrorize, frighten, intimidate, threaten, harass, molest or annoy any other person, or to disturb the peace and quiet of any other person by any of the following:
 - (1) Threatening physical harm or damage to any person or property in the course of a telephone conversation;
 - (2) Falsely and deliberately reporting any telephone or telegraph message that any person has been injured, has suddenly taken ill, has suffered death or has been the victim of a crime or of an accident;
 - (3) Deliberately refusing or failing to disengage a connection between a telephone and another telephone or between a telephone and other equipment provided for the transmission of messages by telephone, thereby interfering with any communications service; and
 - (4) Using any vulgar, indecent, obscene or offensive language or suggesting any lewd or lascivious act in the course of a telephone conversation.
 - (5) Repeatedly initiating a telephone call and, without speaking, deliberately hanging up or breaking the telephone connection as or after the telephone call is answered.
 - (6) Deliberately calling a telephone of another person in a repetitive manner which causes interruption in telephone service or prevents the person from utilizing his or her telephone service.

(C) An offense is committed under this section if the communication either originates or terminates in the City of Marshall and may be prosecuted at the place or origination or termination.

(Prior Code, § 18-32; Am. Ord. 2010-09, passed 11-17-2010)

State Law reference— Similar provisions, see M.C.L.A. § 750.540e; M.S.A. § 28.808(5)

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

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

Severability. The provisions of this ordinance are severable, and if any section, sub-section, paragraph, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of all remaining sections, sub-sections, paragraphs, sentences, clauses, phrases, or portions of this ordinance.

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

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

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

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

Motion by

Second by

Ayes:

Nays:

Absent:

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

Motion by

Second by

Ayes:

Nays:

Absent:

Approved:

_____, Mayor

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

_____, City Clerk

Introduced:

Public Hearing:

Adopted:

Published:

Effective:

ITEM: 12.F

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Joshua Lanker, Chief of Police
DATE: March 16, 2026
SUBJECT: SET PUBLIC HEARING - ORDINANCE 2026-03 - AMENDMENT TO
134.04 DISORDERLY CONDUCT

The Marshall Police Department regularly reviews City ordinances as part of our operational practices. We hold monthly meetings with our City Prosecutor, John Sullivan, to discuss court cases as well as any ordinance concerns or issues that arise during enforcement. Based on these discussions, we prioritize potential ordinance updates and incorporate them into our operational plans and goals.

Last year, Ordinance 134.04 – *Disorderly Conduct* was discussed during one of our monthly meetings. During that discussion, we determined the ordinance had last been updated in 2000 and still included “vagrancy” and “begging” as public disturbances. Courts have since determined these activities fall under First Amendment free speech protections. Over the past few months, we conducted a comprehensive review of the Disorderly Conduct ordinance.

After reviewing comparable ordinances and relevant statutes, we drafted the proposed amendment, which was provided for review. The proposed amendment removes the outdated language and adds language consistent with current state statutes. It also includes updated language regarding detoxification refusal and adds disorderly language to include prostitution, gambling, the illegal sale or use of intoxicating liquor is permitted or is being conducted. This language was added for consistency with Ordinance 134.03 – *Disorderly House*.

These amendments will help ensure the ordinance is lawful and consistent with current practices.

BUDGET IMPACT:
N/A

RECOMMENDATION:
Introduce Ordinance 2026-3 an AMENDMENT TO 132.02 Harassing Communications, publish a summary in the local newspaper and set a Public Hearing for April 20th 2026.

City of Marshall, Michigan

Ordinance # _____

AN ORDINANCE AMENDING CITY OF MARSHALL CODE OF ORDINANCES,
CHAPTER 134 – OFFENSES AGAINST PUBLIC PEACE AND SAFETY

WHEREAS, Marshall City Code, Chapter 134, Sec.134.04 addresses the subject of disorderly conduct; and

WHEREAS, the City Manager, the Chief of Police and other city officials have determined that it is in the best interests of the city to revise Section 134.04; and

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

NOW, THEREFORE, THE CITY OF MARSHALL ORDAINS that the current version of Section 134.04 be amended as set forth herein.

TITLE AND PURPOSE, This amending ordinance shall be titled “Amendment to CHAPTER 134 – OFFENSES AGAINST PUBLIC PEACE AND SAFETY, SEC. 134.04 – DISORDERLY CONDUCT, for purpose and benefit of the health, safety and welfare of City residents and visitors to the City of Marshall.

The City of Marshall hereby ordains:

CHAPTER 134 – OFFENSES AGAINST PUBLIC PEACE AND SAFETY

Sec. 134.04 – Disorderly Conduct.

(A) No person shall resort to any house, building, street or other place within the city for the purpose of making any noisy or disorderly conduct, nor shall any person make in any house, building, street, place of business or any other place, or in any assemblage of people, any loud, noisy or disorderly conduct or disturbance.

(B) Disorderly conduct shall include, but shall not be limited to, prostitution, window peeping, engaging in an illegal occupation or business, being intoxicated in a public place **and either directly endangering the safety of another person or of property**, or refusing detoxification or acting in a manner that causes a public disturbance, engaging in indecent or obscene conduct in a public place, ~~vagrancy, begging in a public place,~~ **knowingly occupying or operating** a house of ill fame or prostitution or place where prostitution, **gambling , the illegal sale or use of intoxicating liquor is**

~~permitted or conducted or where any other or lewdness is practiced, encouraged or allowed, knowingly loitering in or about a place where an illegal occupation or business is being conducted, or a person who is found jostling or roughly crowding people unnecessarily in a public place.~~

(Prior Code, § 18-54; Am. Ord. 00-09, passed Nov. 2000)

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

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

Severability. The provisions of this ordinance are severable, and if any section, sub-section, paragraph, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of all remaining sections, sub-sections, paragraphs, sentences, clauses, phrases, or portions of this ordinance.

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

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

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

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

Motion by

Second by

Ayes:

Nays:

Absent:

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

Motion by
Second by

Ayes:

Nays:

Absent:

Approved:

_____, Mayor

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

_____, City Clerk

Introduced:

Public Hearing:

Adopted:

Published:

Effective:

ITEM: 12.G

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Joshua Lankerd, Chief of Police
DATE: March 16, 2026
SUBJECT: **SET PUBLIC HEARING - ORDINANCE 2026-04 – AMENDMENT TO 134.03 DISORDERLY HOUSE**

The Marshall Police Department regularly reviews City ordinances as part of our operational practices. We hold monthly meetings with our City Prosecutor, John Sullivan, to discuss court cases as well as any ordinance concerns or issues that arise during enforcement. Based on these discussions, we prioritize potential ordinance updates and incorporate them into our operational plans and goals.

While reviewing Ordinance 134.04 – *Disorderly Conduct*, we identified some duplication of language within Ordinance 134.03 – *Disorderly House*. During our review of the Disorderly House ordinance, we determined that Section B could be removed, as it included descriptions of a disorderly person rather than language specific to maintaining a disorderly house. These descriptions, including references to prostitution, gambling, and similar activity, were incorporated into the Disorderly Conduct ordinance to better align with their intended purpose.

After reviewing both ordinances and the relevant statutes, we drafted the proposed amendment, which was provided for review. The updated ordinance removes Section B, making the Disorderly Conduct and Disorderly House ordinances more consistent with one another and reducing duplication.

These amendments will help ensure the ordinances are cohesive, clear, and more efficient for enforcement.

BUDGET IMPACT:

N/A

RECOMMENDATION:

Introduce ORDINANCE 2026-4 an AMENDMENT TO 134.03 Disorderly House, publish a summary in the local newspaper and set a Public Hearing for April 20th 2026.

City of Marshall, Michigan

Ordinance # _____

AN ORDINANCE AMENDING CITY OF MARSHALL CODE OF ORDINANCES, CHAPTER 134 – OFFENSES AGAINST PUBLIC PEACE AND SAFETY, PUBLIC PEACE, SEC. 134.03

WHEREAS, Marshall City Code, Chapter 134, Sec.134.03 addresses the subject of disorderly house; and

WHEREAS, the City Manager, the Chief of Police and other city officials have determined that it is in the best interests of the city to revise Section 134.03; and

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

NOW, THEREFORE, THE CITY OF MARSHALL ORDAINS that the current version of Section 134.03 be amended as set forth herein.

TITLE AND PURPOSE, This amending ordinance shall be titled “Amendment to CHAPTER 134 – OFFENSES AGAINST PUBLIC PEACE AND SAFETY, PUBLIC PEACE, SEC. 134.03 – DISORDERLY HOUSE, for purpose and benefit of the health, safety and welfare of City residents and visitors to the City of Marshall.

The City of Marshall hereby ordains:

CHAPTER 134 – OFFENSES AGAINST PUBLIC PEACE AND SAFETY

PUBLIC PEACE

Sec. 134.03 – Disorderly House

- (A) No person shall permit or suffer any house, building or other place owned or occupied by him to be a resort for noisy, boisterous or disorderly persons, nor permit or suffer to remain therein any noisy, boisterous or disorderly persons.
- ~~(B) No person shall attend, frequent, operate or be an occupant of any place where prostitution, gambling or the illegal sale or use of intoxicating liquor is permitted or conducted or where any other illegal business or occupation is permitted or conducted.~~

(Prior Code, § 18-53; Am. Ord. 2010-10, passed 12-6-2010)

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

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

Severability. The provisions of this ordinance are severable, and if any section, sub-section, paragraph, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of all remaining sections, sub-sections, paragraphs, sentences, clauses, phrases, or portions of this ordinance.

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

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

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

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

Motion by

Second by

Ayes:

Nays:

Absent:

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

Motion by

Second by

Ayes:

Nays:

Absent:

Approved:

_____, Mayor

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

_____, City Clerk

Introduced:

Public Hearing:

Adopted:

Published:

Effective: