

CITY COUNCIL AGENDA

Regular Meeting

June 1, 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**
Regular Session - May 18, 2026
 - B. **City Bills**

Purchases	\$194,670.51
5/15/2026	
Purchases	\$20,003.94
5/22/2026	
Purchases	\$4,487.84
5/26/2026	
TOTAL	\$219,162.29
 - C. **RESOLUTION #2026-15 - PLACEMENT AND DISPLAY OF FLAGS ON CITY BUILDINGS**
 - D. **PURCHASE - TRAFFIC SIGNAL REPLACEMENT**
- 8) **PRESENTATIONS AND RECOGNITIONS**
 - A. **PROCLAMATION - PRIDE MONTH**
- 9) **INFORMATIONAL ITEMS**
- 10) **PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION** Persons addressing City Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of three (3) minutes per public hearing.
- 11) **OLD BUSINESS**
- 12) **REPORTS AND RECOMMENDATIONS**
 - A. **CONTRACT - MDOT AWOS AT BROOKS FIELD**

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, MI 49068

13) APPOINTMENTS / ELECTIONS

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

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

CITY COUNCIL MINUTES

May 18, 2026

Regular Meeting - 7:00 PM

[IGNORE_INDENT]

1) CALL TO ORDER

IN A REGULAR SESSION held on Monday, May 18, 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, Andrew Scibbe, Ryan Traver, and Ryan Underhill

Also Present: Manager Perry and Clerk Eubank

Absent: None

3) INVOCATION

4) PLEDGE OF ALLEGIANCE

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

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

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

Barry Wayne Adams of W Green St, Regis Klingler of Butler Ct and Lynn Sleight of Fair St gave public comment.

7) CONSENT AGENDA

Mayor Wolfersberger stated that item 12B in the minutes needed to be amended to change the word none to Underhill.

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

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

Nays: None

Abstain: None

Motion carried.

CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2026-11

A RESOLUTION TO ADOPT THE ANNUAL EXEMPTION OPTION

**AS SET FORTH IN PUBLIC ACT 152,
THE PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT**

Minutes of a regular meeting of the Council of the City of Marshall, held on May 18, 2026, at 7:00 PM.

PRESENT:

ABSENT:

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

WHEREAS, 2011 Public Act 152 (the "Act") was passed by the State Legislature and signed by the Governor on September 24, 2011; and

WHEREAS, the Act contains three options for complying with the requirements of the Act; and

WHEREAS, the three options are as follows:

1. Section 3 - "Hard Caps" Option - limits a public employer's total annual health care costs for employees based on coverage levels, as defined in the Act;
2. Section 4 - "80%/20%" Option - limits a public employer's share of total annual health care costs to not more than 80%. This option requires an annual majority vote of the governing body;
3. Section 8 - "Exemption" Option - a local unit of government, as defined in the Act, may exempt itself from the requirements of the Act by an annual 2/3 vote of the governing body; and

WHEREAS, the Marshall City Council has decided to adopt the annual exemption option as its choice of compliance under the Act; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL elects to comply with the requirements of 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act, by adopting the annual Exemption option for the medical benefit plan coverage year July 1, 2026, through June 30, 2027.

Resolution declared adopted this 18th day of May, 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 May 18, 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

CITY OF MARSHALL, MICHIGAN
RESOLUTION #2026.13
THE CITY OF MARSHALL
AMENDED GENERAL APPROPRIATION ACT RESOLUTION
July 1, 2025 – June 30, 2026

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL that the revenues and expenditures for the fiscal year, commencing July 1, 2025, and ending June 30, 2026, are hereby amended on a departmental and fund total basis per the attachment, summarized as follows:

BE IT FURTHER RESOLVED, the use of prior year’s fund balance/net position reserves is not reflected in a Fund’s revenue figure above, and that the source of funding for a Fund’s Net Loss/(Deficit) shall be the use of prior year’s fund balance/net position reserves.

Resolution declared adopted this 18th day of May, 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 a resolution adopted by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on May 18, 2026, and that said meeting was conducted and that the minutes of said meeting were kept and will be or have been made available.

Michelle Eubank, City Clerk

A. City Council Minutes
Regular Session - May 4, 2026

B.	<u>City Bills</u>	
	Purchases 5/1/26	\$352,322.77
	Purchases 5/4/26	\$4,554.59
	Purchases 5/8/26	\$397,881.29
	Purchases 5/14/26	\$1.00
	April Power Purchase	\$819,990.19
	TOTAL	\$1,574,749.84

C. MICHIGAN PA 152 HARD CAP EXEMPTION

D. VEHICLE PURCHASE - FIRE 2026 F-350

E. SPECIAL EVENT REQUEST - FOUNTAIN STORYTIME SERIES

F. SPECIAL EVENT REQUEST - MARKET ON MAIN

G. THIRD QUARTER FY 2026 FINANCIAL REPORT

H. THIRD QUARTER FY 2026 CASH POSITION REPORT

I. THIRD QUARTER FY 2026 BUDGET AMENDMENTS

J. EASEMENT - CONSUMERS ENERGY AT WASTEWATER TREATMENT PLANT

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 2026-12 - FISCAL YEAR 2027 BUDGET ADOPTION

Mayor Wolfersberger opened the public hearing on Resolution 2026-12 for the FY2027 budget at 7:18 pm.

Regis Klingler and Barry Wayne Adams spoke during the public hearing.

Mayor Wolfersberger closed the public hearing on Resoultion 2026-12 for the FY2027 budget

at 7:24 pm.

Moved by James Hackworth, supported by Theresa Chaney-Huggett to Approve Resolution 2026-12, The City of Marshall General Appropriation Act and Tax Levy Resolution approving the City of Marshall budget, fee schedule, and related property tax millage rates for Fiscal Year 2027. On a roll call vote:

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

Nays: None

Abstain: None

Motion carried.

CITY OF MARSHALL, MICHIGAN

RESOLUTION #2026-12

THE CITY OF MARSHALL

GENERAL APPROPRIATION ACT AND TAX LEVY RESOLUTION

July 1, 2026 – June 30, 2027

WHEREAS, City Council has reviewed the City Manager’s proposed budget for FY 2027 for the City of Marshall; and

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

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

THE CITY OF MARSHALL RESOLVES that the following appropriations for the fiscal year, commencing July 1, 2026, and ending June 30, 2027, are hereby appropriated on a departmental level in the General Fund and fund total basis in all other funds as follows:

Taxes	6,581,000
Licenses & Permits	151,000
Intergovernmental	1,178,366
Charges for Services	84,500
Fines & Forfeitures	14,500
Interest	90,000
Miscellaneous	2,103,566
Transfers In	35,000
Farmer's Market	40,600
Airport	244,720
Total General Fund Revenues	10,523,252

General Fund	
City Council	2,626
City Manager	244,655
Clerk	164,142
Chapel	1,550
Finance/Treasurer	605,451
City Assessor	75,024
Non-Departmental	1,238,296
City Hall	91,618
City Attorney	102,000
City Communications	99,343
Other City Property	385,000
Human Resources	49,535
Police	2,754,301
Crossing Guards	6,425
Dispatch	65,760
Fire	1,964,909
Streets	1,144,199
Engineering	116,010
Compost	58,809
Cemetery	215,578
PSB Operations	302,217
Planning & Zoning	149,079
Parks	280,917
Famer's Market	39,268
Airport	228,987
Total General Fund Expenditures	10,385,699

All Funds Revenues	
General Fund	10,523,25
MVH--Major & Trunkline	1,372,00
MVH--Local	354,00
Marshall Regional Law Enforcement Center	426,16
Recreation	547,00
Leaf, Brush and Trash Removal	278,00
NE Neighborhood Improvement Authority	1,390,00
Downtown Development Authority	352,00
Building Inspection Fund	642,70
Local Development Finance Authority	1,004,00
South Neighborhood Improvement Authority	77,00
MH Proceeds - Spec Capital Projects	800,00
Transportation System Fund	68,00
Capital Improvement Bond Fund	802,00
Fiber to the Premise	1,478,60
Electric	19,668,87
Dial-A-Ride	20,00
Wastewater	3,381,57
Water	3,805,50
Solid Waste	432,00
Stormwater	200,00
Information Technology	382,20
Motor Pool	1,014,82
Total Revenues	\$ 49,019,65

All Funds Expenditures	
General Fund	10,385,69
MVH–Major & Trunkline	1,681,56
MVH–Local	235,05
Marshall Regional Law Enforcement Center	762,55
Recreation	711,94
Leaf, Brush and Trash Removal	241,21
NE Neighborhood Improvement Authority	1,270,16
Downtown Development Authority	305,18
Building Inspection Fund	642,63
Local Development Finance Authority	994,90
South Neighborhood Improvement Authority	74,10
MH Proceeds - Spec Capital Projects	2,534,25
Transportation System Fund	68,00
Capital Improvement Bond Fund	521,37
Fiber to the Premise	1,484,50
Electric	19,724,78
Dial-A-Ride	100,42
Wastewater	2,910,97
Water	3,779,44
Solid Waste	431,95
Stormwater	180,75
Information Technology	408,59
Motor Pool	1,056,86
Total Expenditures	\$ 50,506,93

Total fund reserves (not including the capitalization of assets) shall be reduced by \$1,487,304 based on the FY 2027 revenues and expenditures for all funds.

RESOLVED, That the City Council does hereby levy a tax of 17.1629 mills, subject to Headlee rollback, for the period of July 1, 2026, through June 30, 2027 on all taxable real and non-exempt personal property in the City of Marshall, according to the valuation of the same. This tax is levied for the purpose of defraying the general expense and liability of the City of Marshall and is levied pursuant to Section 8.01, Article 8 of the Charter of the City of Marshall.

The City Council does hereby levy a tax of .7500 mills, subject to Headlee rollback, for the period of July 1, 2026, through June 30, 2027, on all taxable real and non-exempt personal property in the City of Marshall, according to the valuation of the same. This tax is levied for the purpose of defraying the expense of operating the Leaf, Brush and Trash Removal Services of the City of Marshall as authorized by a vote of the citizens on August 6, 2024.

The City Council does hereby levy a tax of 2.0 mills, subject to Headlee rollback, for the period of July 1, 2026, through June 30, 2027, on all taxable real and non-exempt personal property in the City of Marshall, according to the valuation of the same. This tax is levied for the purpose of municipal street reconstruction for the City of Marshall as authorized by a vote of the citizens on November 3, 2020.

The City Council does hereby levy a tax of .9020 mills, subject to Headlee rollback, for the period of July 1, 2026, through June 30, 2027, on all taxable real and non-exempt personal property in the City of Marshall, according to the valuation of the same. This tax is levied for the purpose of defraying the expense of operating the Recreation Department of the City of Marshall as authorized by a vote of the citizens on April 4, 1959.

The City Council does hereby levy a tax of 1.5225 mills, subject to Headlee rollback, for the period of July 1, 2026, through June 30, 2027, on all taxable real and non-exempt personal property in the City of Marshall, according to the valuation of the same in a district known as the Downtown Development District. This tax is levied for the purpose of defraying the costs of the Downtown Development Authority.

WHEREAS, City Council shall set the salaries of all administrative officials, department heads, and salaried personnel, per Section 2.27 of the City Charter, and

WHEREAS, such salaries shall be included in the annual budget;

RESOLVED, that the salaries included within this budget shall be established and effective July 1, 2026.

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

WHEREAS, the City of Marshall now wishes to establish those fees and rates in accordance with City policy; and

WHEREAS, this resolution authorizes the Summary of Fees for fiscal year 2027 as presented in the budget document for all City Department and Funds, including public utility service rates and charges as authorized by Chapter 53 of the City Code of Ordinances;

NOW THEREFORE, BE IT RESOLVED, that the fees and rates found in this budget shall be established and effective July 1, 2026.

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

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

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

This Resolution shall take effect July 1, 2026.

Dated: May 18, 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 a Resolution adopted by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on May 18, 2026, and that said meeting was conducted and that the minutes of said meeting were kept and will be or have been made available.

Michelle Eubank, City Clerk

B. ORDINANCE 2026-02 -AMENDMENT TO 131.02 HARASSING COMMUNICATIONS

Mayor Wolfersberger opened the public hearing on Ordinance 2026-2 at 7:32 pm.

David Begg of W Green St, Barry Wayne Adams, Laura Valentine of Circle Dr, Kim Forde, and Regis Klinger spoke during the public hearing.

Mayor Wolfersberger closed the public hearing on Ordinance 2026-2 at 7:44 pm.

Moved by Jacob Gates, supported by James Hackworth to Enact Ordinance 2026-02, an amendment to ordinance 132.02 Harassing Communications and direct the City Clerk

to publish the ordinance in full. On a roll call vote:

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

Nays: None

Abstain: None

Motion carried.

City of Marshall, Michigan

Ordinance # 2026-2

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

1. It shall be unlawful for a person, ~~with intent to harass or alarm another person,~~ to communicate with another 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~~ **with intent to terrorize, frighten, intimidate, threaten, harass, molest any other person, or to disturb the peace and quiet of another person and that actually causes the other person to feel terrorized, frightened, intimidated, threatened, harassed, molested, or which disturbs the other person’s peace and quiet, by any of the following:**

1. **Threatening physical harm or damage to any person or property;**
2. **Falsely and deliberately reporting 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 communication connection, thereby interfering with a communications service; and**
4. **Using any vulgar, indecent, obscene or offensive language or suggesting any lewd or lascivious act in the course of a communication.**
5. **Repeatedly initiating a communication and, without speaking, deliberately disengaging the communication as, or after, the communication is answered.**
6. **Deliberately communicating with another person in a repetitive manner which causes interruption with the other person's communication service.**

~~(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.~~

(B) 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 of 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.

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

A. SPECIAL EVENT REQUEST - LOVE, MUSIC, AND MOTIONS

Moved by Andrew Scibbe, supported by Ryan Traver to Approve the special event application for Love, Music, and Motion for May 30, 2026 with an amendment that all amplified noise must end no later than 10 pm. On a voice vote: **Motion carried.**

B. SPECIAL EVENT REQUEST - MARSHALL PRIDE FESTIVAL

Moved by Ryan Traver, supported by Theresa Chaney-Huggett to Approve the Marshall Pride Festival Special Event for June 13, 2026, at Stuart's Landing. On a voice vote: **Motion carried.**

13) APPOINTMENTS / ELECTIONS

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

David Begg, Durrie Parker of Circle Dr, Rick Huggett of Orchard Dr, Jeff Wilson of Marengo Twp, Lynn Sleight, Laura Valentine, Stacy Lynch, Kelly Isaac of N Liberty, Regis Klingler, Ryan Watson of N Mulberry, Barry Wayne Adams, and Rebekah Sebring of Fredonia Township gave public comment.

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

The meeting was adjourned at 8:38 pm.

Respectfully submitted by,

Michelle Eubank
City Clerk

User: KWAGNER
DB: Marshall

INVOICE NUMBER	EXPECTED CHECK RUN	VENDOR NAME	DESCRIPTION	AMOUNT PAID
05/15/2026	05/15/2026	ALEXANDER SANDERS	UB refund for account: 3571	50.00
95118	05/15/2026	ALL-TRONICS, INC.	PHONE PROGRAMMING AT WASTEWATER PLANT	125.00
1T7F-N1R1-XJDT	05/15/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 HAND DRYER, HAND	247.71
1PT4-YGPQ-416T	05/15/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 ATHLETIC SPONGE	254.78
1PN9-G63M-RGJJ	05/15/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 REC PROGRAM SUPP	92.55
1CXT-CLH7-FGJ4	05/15/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 REC PROGRAM SUPP	59.81
81594	05/15/2026	ARGENT INSTITUTIONAL	TACCT. # MARSHLMI22 BOND ADMIN FEES 2026-	500.00
05/15/2026	05/15/2026	BERRY, CALISSA	UB refund for account: 502010028	33.57
INV9822	05/15/2026	BOWERS PEST CONTROL,	L YELLOW JACKET EXTERMINATION AT ALCOTT PA	150.00
05/15/2026	05/15/2026	BURKWALT, CAROLYN	UB refund for account: 3200150011	7.96
05/15/2026	05/15/2026	CARY, LINDA	UB refund for account: 400920017	202.13
ZR01226541	05/15/2026	CDW GOVERNMENT	OFFICE 365 LICENSES & ENDPOINT PROTECTIO	1,795.22
AJ1AY8V	05/15/2026	CDW GOVERNMENT	WATCHGUARD AUTHPOINT SUBSCRIPTION 1 YEAR	555.20
AJ1S45P	05/15/2026	CDW GOVERNMENT	APC SMART UPS SMARTCONNECT (FIRE)	1,842.17
05152026	05/15/2026	CITY OF MARSHALL	REIMBURSEMENT FOR FARMER'S MARKET PETTY	534.00
S3-260462615	05/15/2026	CUMMINS SALES AND SERV	CUST NO. 179288 GENERATOR MAINTENANCE AT	1,836.63
3446906	05/15/2026	EDWARDS INDUSTRIAL SAL	EQUIPMENT MAINTENANCE SUPPLIES	386.74
3446904	05/15/2026	EDWARDS INDUSTRIAL SAL	90 DEG ELBOW, STEEL PIPE BUSHING, FPS/MP	33.67
05062026	05/15/2026	FINNEY, EMILY	REIMBURSEMENT FOR MEAL AT EGLE EXAM	17.63
05/15/2026	05/15/2026	FREINY, MARIAN OR MICH	UB refund for account: 2705800001	27.68
14825	05/15/2026	FUG, INC./MARSHALL CUS	'DPW UNIFORM SWEATSHIRTS	535.00
14855	05/15/2026	FUG, INC./MARSHALL CUS	'FARMER'S MARKET SPONSOR SIGNS, BANNER, &	331.00
S116731263.001	05/15/2026	GALLOUP COMPANY	PLUMBING FITTINGS	124.77
45827	05/15/2026	HUNTER-PRELL COMPANY	REPAIR BACKFLOW FOR HYDRANT USE AT WASTE	145.00
45773	05/15/2026	HUNTER-PRELL COMPANY	REPAIR PIPE & REPLACE RE-CIRC PUMP AT PS	1,719.61
INV-001583	05/15/2026	HYPERION SOLUTIONS GRO	FIBERNET NETWORK SUPPORT AND MONITORING	6,567.54
INV-001593	05/15/2026	HYPERION SOLUTIONS GRO	FIBERNET NETWORK SUPPORT AND MONITORING	1,800.00
4473708	05/15/2026	IIX INSURANCE INFORMAT	ACCT NO. 888907 MOTOR VEHICLE REPORTS/AC	63.45
09-764936	05/15/2026	INTERSTATE BILLING SER	'CARLETON EQUIPMENT - LED LIGHT, BRACKET	588.65
09-767074	05/15/2026	INTERSTATE BILLING SER	'CARLETON EQUIPMENT - REPAIRS TO BOBCAT T	284.35
05/15/2026	05/15/2026	JOHNSON, ALICE	UB refund for account: 3005080050	26.79
33173	05/15/2026	KATZ WELL DRILLING INC	BENT UP DIVIDERS FOR TRUCK #324 TOOL BOX	60.00
04302024	05/15/2026	KATZ, AARON	ENERGY OPTIMIZATION - HVAC	250.00
INV239347	05/15/2026	KERR PUMP AND SUPPLY,	CERTIFIED SEAL .50 BN C-FH432	91.72
104411280	05/15/2026	KIMBALL MIDWEST	DISCS, HEX NUTS, WASHERS, METRIC CS, CLA	784.60
05092026	05/15/2026	KURAS, MICHAEL	BOOT ALLOWANCE - KURAS, MICHAEL	428.65
1320147	05/15/2026	LANSING SANITARY SUPPL	JANITORIAL SUPPLIES (PARKS)	839.77
56181192	05/15/2026	LINDE GAS & EQUIPMENT,	CUST NO. 59879658 GASES	251.28
05022026	05/15/2026	LOWES BUSINESS ACCOUNT	ACCT NO. 821 3023 902596 5 ACCOUNT FEES	69.38
23948	05/15/2026	MARSHALL FEED & GRAIN	(12) STRAW, OLD ENGLISH	127.50
04202026-35069	05/15/2026	MARSHALL HARDWARE, LLC	RAZOR BLADES, SUPERWELD GLUE	10.47
04202026-35068	05/15/2026	MARSHALL HARDWARE, LLC	BATTERIES AA, TELESCOPIC REACHER	171.94
04212026-35127	05/15/2026	MARSHALL HARDWARE, LLC	INSECT REPELLENT	6.79
04232026-35220	05/15/2026	MARSHALL HARDWARE, LLC	WD40, BATTERIES C	32.27
04292026-35485	05/15/2026	MARSHALL HARDWARE, LLC	CHANNELLOCK HEPA FILTER BAGS	33.99
05132026	05/15/2026	MARSHALL RECREATION -	SMBL UMPIRE FEES	840.00
07012024	05/15/2026	MCCORMACK, CHERYL	PAY FOR PERIOD ENDING 06/29/2024	87.00
23-039 - 38	05/15/2026	MCKENNA ASSOCIATES INC	BUILDING INSPECTION CONTRACT FOR FORD MA	108,144.44
300013477	05/15/2026	MICHIGAN ASSOC. OF CHI	MARSHALL POLICE ACCREDITATION RENEWAL	700.00
05112026	05/15/2026	MILLER, JUSTIN	REIMBURSEMENT FOR ARCHERY CLASS EXPENSE	69.86
678199	05/15/2026	NAPA OF MARSHALL	ACCT NO. 1400 AIR FILTER	27.13
05/15/2026	05/15/2026	NASH, CHRISTOPHER	UB refund for account: 3005980060	13.20
944470	05/15/2026	NYE UNIFORM COMPANY	POLICE UNIFORM STOCK (OC AEROSOL, MACE/A	932.41
944478	05/15/2026	NYE UNIFORM COMPANY	UNIFORMS - SISCO	388.07
8271964-00	05/15/2026	POWER & TELEPHONE	VALLEY VIEW FIBER INFRASTRUCTURE	1,149.24
56968324	05/15/2026	POWER LINE SUPPLY	CANTILEVER WOOD POLE MAST ARM	1,558.50
56968912	05/15/2026	POWER LINE SUPPLY	UNIFORMS - DRYER, COLE	236.00
56968914	05/15/2026	POWER LINE SUPPLY	UNIFORMS - DRYER, COLE	57.00
56969131	05/15/2026	POWER LINE SUPPLY	ELECTRIC INVENTORY (BOLT MACHINE 3/4" X	2,226.00
56969130	05/15/2026	POWER LINE SUPPLY	INSULATOR GUY SHORT STRAIN	923.20
56969129	05/15/2026	POWER LINE SUPPLY	INSULATOR SPOOL POLYMER A-NECK, WASHER S	331.52
56969128	05/15/2026	POWER LINE SUPPLY	MATERIALS FOR MAJOR CAMPUS EXTENSION	3,816.47
56969127	05/15/2026	POWER LINE SUPPLY	MATERIALS FOR MAJOR CAMPUS EXTENSION	6,320.28
398644	05/15/2026	PVS TECHNOLOGIES, INC.	TREATMENT CHEMICALS - FERRIC CHLORIDE	9,825.33
26-0475	05/15/2026	QUALITY EXCAVATORS INC	2 YARDS GRAVEL	96.00
3110333	05/15/2026	RESCO	MATERIALS FOR MAJOR CAMPUS EXTENSION	391.40
3110366	05/15/2026	RESCO	MATERIALS FOR MAJOR CAMPUS EXTENSION	515.00
3110497	05/15/2026	RESCO	MATERIALS FOR MAJOR CAMPUS EXTENSION	3,335.40
3110547	05/15/2026	RESCO	MATERIALS FOR MAJOR CAMPUS EXTENSION	575.10
3111816	05/15/2026	RESCO	MATERIALS FOR MAJOR CAMPUS EXTENSION	2,006.40
05/15/2026	05/15/2026	SHELDON, ROBERT	UB refund for account: 700340024	162.40
SA000064338	05/15/2026	STANARD & ASSOCIATES,	FIRST-LINE LAW ENFORCEMENT SUPERVISOR ST	595.00
7009666473	05/15/2026	STAPLES	CUST ACCT # DET 10081052 OFFICE SUPPLIES	537.23
05062026	05/15/2026	STEELE, JEREMIAH	REIMBURSEMENT FOR MEAL AT EGLE EXAM	19.00
1310743	05/15/2026	STEENSMA	CUST NO. 5154 STIHL FS94R TRIMMER QTY 3	1,031.97
1312929	05/15/2026	STEENSMA	CUST NO. 5154 SWITCH IGNITION, MODULE 3	235.15
1313174	05/15/2026	STEENSMA	CUST NO. 5154 DIAGNOSTIC ON 1575 TERRAIN	125.00
3	05/15/2026	STURGIS DEPARTMENT OF	INTRODUCTION TO CRIMINAL INTERDICTION CO	50.00
420237	05/15/2026	SUNBELT SOLOMON SERVIC	100 KVA POLETOP DUAL VOLTAGE TRANSFORMER	5,100.00

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APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 05/15/2026 - 05/15/2026
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INVOICE NUMBER	EXPECTED CHECK RUN	VENDOR NAME	DESCRIPTION	AMOUNT PAID
IN178549	05/15/2026	TELNET WORLDWIDE	ACCT NO. 8948 MAY 2026	1,030.41
317	05/15/2026	TOP TO BOTTOM TREE SER	BRUSH PICKUP & CHIPPING AFTER STORM	3,648.00
318	05/15/2026	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 5/4/26 - 5/8/26	1,140.00
83291	05/15/2026	TOWERPINKSTER	KETCHUM PARK MDNR TRUST FUND GRANT PLANN	9,000.00
222850734	05/15/2026	TRUGREEN	LAWN SERVICE AT CITY HALL 4/15/26	221.31
6142558836	05/15/2026	VERIZON WIRELESS	ACCT NO. 987146080-00001 4/2/26 - 5/1/26	1,718.23
INV-1215158	05/15/2026	VERTICAL SUPPLY GROUP	RESCUE ROPES	732.68
05062026	05/15/2026	WEST, REUBEN	REIMBURSEMENT FOR PARKING AT EGLE EXAM	5.00
IN6468380	05/15/2026	XEROX BUSINESS SOLUTIO	ACCT NO. MC26-S COPY OVERAGE FEE 1/1/26	657.21
GRAND TOTAL:				194,670.51

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 05/22/2026 - 05/22/2026
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INVOICE NUMBER	EXPECTED CHECK RUN	VENDOR NAME	DESCRIPTION	AMOUNT PAID
05/21/2026	05/22/2026	ALICE LIBBRECHT	UB refund for account: 3854	220.05
19811	05/22/2026	BUD'S TOWING & AUTOMOT	DART BUS INSPECTION & MAINTENANCE	99.25
19959	05/22/2026	BUD'S TOWING & AUTOMOT	DART BUS INSPECTION & MAINTENANCE	99.25
05222026	05/22/2026	CITY OF MARSHALL	REIMBURSEMENT FOR FARMER'S MARKET PETTY	297.00
667888	05/22/2026	DARLING ACE HARDWARE	SPRAYER TANK	32.99
668005	05/22/2026	DARLING ACE HARDWARE	MOP, FLOOR CLEANER	33.98
9955589	05/22/2026	DEFOREST BROTHERS CONC	SIDEWALK REPAIR AT N. EAGLE STREET	1,450.00
17281	05/22/2026	DISABILITY NETWORK SOU	KETCHUM PARK TRUST FUND GRANT APPLICATIO	150.00
04092026	05/22/2026	DR. DALE KENNEDY	BIRDS OF CALHOUN COUNTY PRESENTATION AT	100.00
05/21/2026	05/22/2026	FIQUEREDO, CARLOS & EL	UB refund for account: 1701240004	173.12
14858	05/22/2026	FUG, INC./MARSHALL CUS	REC BASEBALL JERSEYS	624.00
9352859485	05/22/2026	GRAYBAR ELECTRIC	VALLEY VIEW MATERIALS	603.02
05/21/2026	05/22/2026	GUARDADO, NOLAN	UB refund for account: 321000	26.12
05122026	05/22/2026	HAZEL, CHAD	TRAVEL REIMBURSEMENT FOR EGLE EXAM	74.23
05132026	05/22/2026	HOME DEPOT CREDIT SERV	ACCT NO. 6035 3225 3883 7836 CLIPS, STRI	42.30
4220	05/22/2026	JACK FROST DRAIN SERVI	DRAIN CLEANING AT DPW/GARAGE	200.00
2603-571322	05/22/2026	LEGG LUMBER	WOOD STAKES 24PC	80.97
2603-571775	05/22/2026	LEGG LUMBER	WOOD STAKES	20.99
04172026-34959	05/22/2026	MARSHALL HARDWARE, LLC	BATTERIES AAA	21.99
04172026-34958	05/22/2026	MARSHALL HARDWARE, LLC	URINAL SCREEN BLOCK	27.92
03312026-34368	05/22/2026	MARSHALL HARDWARE, LLC	BOLTS	9.89
315111226113790	05/22/2026	MENARDS COMMERCIAL	CREDIT ACCT NO. 587737 PLY WOOD, 5 GALLO	5,019.50
315111326052984	05/22/2026	MENARDS COMMERCIAL	CREDIT ACCT NO. 587737 5 GALLON BUCKETS	298.00
318-A	05/22/2026	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 5/11/26 - 5/17/2	4,864.00
12561624	05/22/2026	TOTAL FIRE PROTECTION	ANNUAL SPRINKLER INSPECTION AT PSB	350.00
INV01025085	05/22/2026	USABLUBOOK	SPRAY WAND COMBO W/ MEASURING WHEEL	82.60
05/21/2026	05/22/2026	WALBRIDGE FORD 2	UB refund for account: 4373	216.64
BROOKSAPR26	05/22/2026	WHITE COLLAR LAWN & LA	2026 LAWN MOWING AT BROOKS AIRPORT APRIL	2,250.00
42048463	05/22/2026	XEROX FINANCIAL SERVIC	ACCT NO. 4110874 XEROX LEASE 111-4110874	176.18
42018185	05/22/2026	XEROX FINANCIAL SERVIC	ACCT NO. 1017736 XEROX LEASE 211-1017736	315.00
42048222	05/22/2026	XEROX FINANCIAL SERVIC	ACCT NO. 1017736 XEROX LEASE 111-1017736	2,044.95
GRAND TOTAL:				20,003.94

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APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 05/26/2026 - 05/26/2026
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INVOICE NUMBER	EXPECTED CHECK RUN	VENDOR NAME	DESCRIPTION	AMOUNT PAID
MAY2026	05/26/2026	CONSUMERS ENERGY	CONSUMERS ENERGY UTILITY BILLS MAY 2026	4,487.84
GRAND TOTAL:				4,487.84

ITEM: 7.C

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
DATE: June 1, 2026
SUBJECT: **RESOLUTION #2026-15 - PLACEMENT AND DISPLAY OF FLAGS ON CITY BUILDINGS**

The City of Marshall has several buildings and parks with flagpoles flying and displaying the United States flag. Additionally, other flags are sometimes flown, including the City of Marshall flag at City Hall, the Tree City USA flag at the Public Services Building (PSB) and occasionally the Sister City flag recognizing the Koka, Shiga Prefecture when a delegation is visiting from Japan in Peace Park downtown.

Periodically, City Council also recognizes organizations with proclamations that may involve unique displays requested by the group to recognize their particular cause or awareness campaign. To provide for the allowance of an organization's flag to be displayed on the City's flagpole at Grand Street Park (location of the Marshall mural), we've developed a resolution to provide guidance when such requests are received and considered by City Council and the Administration.

BUDGET IMPACT:
No budget impact.

RECOMMENDATION:
Approve Resolution #2026-15, a Resolution Regarding Placement and Display of Flags on City Buildings and Property.

**CITY OF MARSHALL, MICHIGAN RESOLUTION
NO. 2026-15**

**A RESOLUTION REGARDING PLACEMENT AND DISPLAY OF FLAGS
ON CITY BUILDINGS AND PROPERTY**

Minutes of a regular meeting of the Council of the City of Marshall, held on June 1st, 2026, at 7:00 PM.

PRESENT:

ABSENT:

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

WHEREAS, Flags can build national, state and local pride and are important for organizations, including cities; and

WHEREAS, The Marshall City Council determines placement of flags and/or displays outside City of Marshall buildings and grounds; and

WHEREAS, City of Marshall property constitutes government speech and not a designated public forum or limited public forum; and

WHEREAS, The City of Marshall determines that placement of flags on the City of Marshall buildings and property constitutes government speech and has the potential to affect the visual impression of the City of Marshall; and

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

1. It is the intent of the City of Marshall to establish a policy governing the display of Flags outside City of Marshall buildings and City of Marshall property.
2. The City of Marshall may display the United States flag, State of Michigan flag, City of Marshall flag, Sister City flag and Tree City USA flag outside of City of Marshall buildings and City of Marshall property.
3. It is the policy of the City of Marshall to correctly honor the flags displayed at City of Marshall buildings and on City of Marshall property in compliance with national and state protocols for flag display and etiquette.
4. In addition to the above referenced flags, other flags may be displayed on a temporary basis on the Grand Street Park flagpole upon the issuance of a proclamation adopted by City Council. All flags allowed to be displayed on the Grand Street Park flagpole shall be for a period not to exceed twenty one (21) days.

5. Any additional flag authorized by City Council proclamation to be flown on the Grand Street Park flagpole on a temporary basis shall be considered “government speech” only and shall not be deemed a limited public forum.
6. If any section or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, it shall not be held to impair the validity, force or effect of any other section or part of the Resolution.
7. This Resolution shall become effective immediately upon passage.

Resolution declared adopted this 1st day of June 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 June 1, 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: 7.D

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
DATE: June 1, 2026
SUBJECT: **PURCHASE - TRAFFIC SIGNAL REPLACEMENT**

The traffic light at the intersection of North Drive and Brewer is past its useful life and needs to be replaced. The light mechanism, system controller, and pedestrian crossing mechanism all need to be replaced. Marshall contracts with the City of Battle Creek for all traffic light maintenance throughout the year. As such, the materials purchased for this replacement are purchased using Battle Creek's purchasing policy. The labor for the work will be done by City of Battle Creek staff. Therefore, the project is a direct purchase from Battle Creek and does not follow the required open-bid process in the City of Marshall's purchase policy for projects larger than \$35,000. Staff request approval of the direct purchase, utilizing the City of Battle Creek's Traffic Division.

BUDGET IMPACT:

This project has a "not to exceed" amount of \$60,000 and will be funded through the Major Streets Fund Contracted Maintenance line 202-476-939.00. Sufficient funds have been appropriated in the Fiscal Year 2026 budget to cover the cost of the project, and all work is anticipated to be completed prior to the close of the fiscal year.

RECOMMENDATION:

Approve the purchase of all equipment and labor for the replacement of the traffic light and ancillary controls at the intersection of North Drive and Brewer Street in an amount not to exceed \$60,000 from the City of Battle Creek and authorize the City Manager to sign the necessary documents.



CITY OF BATTLE CREEK

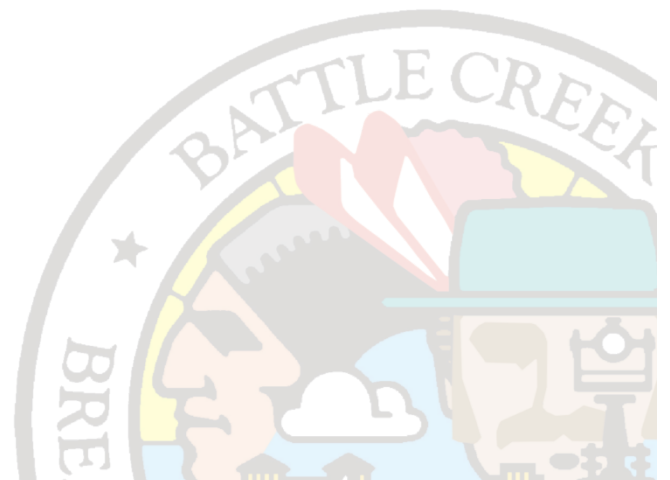
DEPARTMENT OF PUBLIC WORKS – ENGINEERING DIVISION

Marguerite,

Please see attached quote for traffic signal upgrade work to be completed at Brewer St @ North DR.

Signal Cabinet \$20,000
Vehicle Detection system \$19,167.00
Glance System \$6,449.80
Opticom \$8,200
Count Down Pedestrian Signals \$ 654.00
Signal Head Back Plates \$ 1,336.00
Labor \$1,780.00

Total \$57,586.80





*****PROCLAMATION*****

PRIDE MONTH

June 1, 2026

WHEREAS, the City of Marshall is committed to fostering a welcoming, inclusive, and respectful community where all people are valued and treated with dignity; and

WHEREAS, lesbian, gay, bisexual, transgender, queer, and other LGBTQ+ individuals have made significant contributions to the cultural, civic, economic, artistic, and social fabric of our community, our state, and our nation; and

WHEREAS, Pride Month commemorates the ongoing pursuit of equality, visibility, acceptance, and justice for LGBTQ+ individuals and honors those who have advocated courageously for civil rights and human dignity; and

WHEREAS, the City of Marshall recognizes the importance of creating spaces where every resident and visitor feels safe, supported, respected, and empowered to live authentically; and

WHEREAS, organizations such as Marshall Pride continue to strengthen our community through education, outreach, celebration, and advocacy while promoting unity, compassion, and understanding among all people; and

WHEREAS, celebrating Pride Month affirms the City of Marshall's belief that diversity enriches our community and that inclusion and belonging benefit all residents;

THEREFORE, BE IT PROCLAIMED, I, Scott Wolfersberger, Mayor of the City of Marshall, Michigan, do hereby proclaim the month of June 2026 as PRIDE MONTH in the City of Marshall, and encourage all residents to recognize and celebrate the contributions, resilience, and spirit of the LGBTQ+ community while continuing to work together toward a community rooted in equality, respect, and opportunity for all; and

THEREFORE, BE IT FURTHER PROCLAIMED, that the City of Marshall shall fly a flag in support of Pride Month in the City of Marshall in Grand Street Park for a duration of 21 days during the month of June.

Scott Wolfersberger, Mayor

City of Marshall, MI

ITEM: 12.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marcia Strange, Director of Community Development
DATE: June 1, 2026
SUBJECT: **CONTRACT - MDOT AWOS AT BROOKS FIELD**

This contract with Michigan Department Of Transportation Aeronautics (MDOT) is for the Automated Weather Observation System on the Brooks Field Airport. This proposed contract between the Michigan Department of Transportation (MDOT) and the City of Marshall for the purpose of setting forth the obligations and intent of MDOT and the City as they pertain to the lease, operation, and maintenance of a Weather Observation and Data Dissemination System at the Brooks Field Airport in Marshall, Michigan, to enhance aviation safety and efficiency.

This weather observation and data dissemination system is known as the AWOS. An Automated Weather Observing System (AWOS) is a critical, 24/7 network of sensors and software that continuously monitors and reports aviation-related weather conditions at the Brooks Airfield. It is essential because accurate, real-time weather data directly impacts flight safety, operational efficiency, and regulatory compliance. AWOS broadcasts weather information via radio, telephone, and digital platforms, ensuring pilots, controllers, and other stakeholders have reliable weather updates readily available. Pilots depend on this information including data on wind, visibility, temperature, cloud height, and precipitation which can help prevent flying in hazardous conditions such as wind shear, low visibility or icing.

MDOT owns and maintains the Airport Weather Observation System (AWOS), and the costs are shared between the airport and MDOT. Although the terms are standardized by MDOT, it does require approval by the city council because there is local funding involved. This contract has a 20-year life and defines the scope for which the City, versus MDOT, is responsible for paying for repairs to the AWOS system until 2046.

In basic terms, the City is responsible for payment for repairs if MDOT is not who broke it. The City does not need to use MDOT to contract for the repairs. However, they are available to help and would bill the City as needed. Because the AWOS is established, there is not an initial 'setup' cost — this is just a maintenance agreement, and the lease will cost \$10 a year.

We have consulted the City Attorney, who recommended approval as to form, and noted that this type of agreement generally does not give us the ability to revise certain clauses. In basic terms, if we want an AWOS system, we should approve this agreement with MDOT.

BUDGET IMPACT:

MDOT will lease the AWOS to the City for the 20-year life of this Contract. MDOT will invoice

the City a fixed cost of Ten Dollars (\$10.00) per year.

RECOMMENDATION:

Approve MDOT Aeronautics Contract Number 2026-0472 between the City of Marshall and Michigan Department of Transportation (MDOT), in substantial form, and authorize the City Manager to sign the necessary documents.

MICHIGAN DEPARTMENT OF TRANSPORTATION

CITY OF MARSHALL

CONTRACT

This Contract is made and entered into between the Michigan Department of Transportation (MDOT) and the City of Marshall (AGENCY) for the purpose of setting forth the obligations and intent of MDOT and the AGENCY as they pertain to the lease, operation, and maintenance of a Weather Observation and Data Dissemination System (SYSTEM) at the Brooks Field Airport in Marshall, Michigan, to enhance aviation safety and efficiency.

Recitals:

The SYSTEM is made up of three components or subsystems, commonly known as (a) the Automated Weather Observation System (AWOS), (b) a system to collect the AWOS data for national dissemination (Data Collection System), and (c) a Weather Briefing System; and

The AWOS is owned by MDOT and leased to the AGENCY in accordance with the terms of this Contract.

The parties agree that:

THE AGENCY WILL:

1. Retain ownership of all components of the Weather Briefing System but not the Data Collection System or the AWOS and its ancillary components.
2. Provide the following:
 - a. For the AWOS component:
 - i. A location within the airport's boundaries that meets the installation requirements of the current version of Federal Aviation Administration (FAA) Order 6560.20.
 - ii. A location within the terminal building for the AWOS data display. Access by pilots to this location will be available at least during normal business hours and preferably 24 hours a day.
 - b. For the Data Collection System component:

- i. A location within the terminal building for the computer equipment.
 - ii. One Dynamic Host Configuration Protocol (DHCP) or static internet protocol (Static IP) wired internet access port for data dissemination traffic and remote maintenance monitoring (RMM). If suitable service cannot be offered, the State of Michigan may provide suitable broadband service for an additional fee.
 - c. For the Weather Briefing System component:
 - i. All necessary hardware, software, and internet service to allow access to the secure website of the weather briefing service provider for an additional fee; or
 - ii. All necessary hardware, software, and internet service to allow access to the FAA's aviationweather.gov website; or
 - iii. Public internet access available within the terminal building, publicly displayed, and available 24 hours a day with documents/posters of free apps and internet tools available for pre-flight planning purposes; and
 - iv. A location within the terminal building for the computer hardware that is available to pilots during the terminal building's normal business hours.
 3. Provide one local telephone line and electrical power in accordance with the following:
 - a. The telephone line must be a single party line dedicated to the AWOS component.
 - b. Electrical power requirements:
 - i. 240V, 60Hz, 15 amps, or greater circuit dedicated to the AWOS component.
 - ii. 120V, 60Hz, 15 amps, or greater circuit for computer hardware provided by the AGENCY for the Weather Briefing System component and Data Collection System component.
 - iii. Pumps, motors, and similar units must be on a separate circuit.
 4. Not charge users for direct or telephone dial-up access to the AWOS, public internet access, or use of the computer provided by the AGENCY for access to the selected website for the weather briefing service (provider service or aviationweather.gov).

5. Provide MDOT, its maintenance representative, and/or the Data Collection System service provider (Provider) with access to the SYSTEM upon advance notice for maintenance and for installation, if necessary.
6. Pay one hundred percent (100%) of the operational costs for electrical power usage, the telephone line, and internet service. These costs cannot be applied as credit toward the AGENCY's fifty percent (50%) share of the maintenance costs and service charges.
7. Pay MDOT fifty percent (50%) of the maintenance costs and SYSTEM service charges incurred by MDOT, including administrative costs and costs of scheduled and unscheduled work performed under this Contract, upon being invoiced by MDOT. (See Attachment 1 for AWOS maintenance costs that could be incurred by MDOT.) Maintenance costs incurred by the AGENCY will not be included in the total costs incurred by MDOT, nor will they be applied as credit toward the AGENCY's fifty percent (50%) share of the maintenance costs and service charges.
8. Pay one hundred percent (100%) of the costs to repair any damage to the SYSTEM caused by the AGENCY, its workforce, or any subconsultant hired by the AGENCY. If MDOT conducts these repairs, the AGENCY will be invoiced for one hundred percent (100%) of the costs. The AGENCY must pay MDOT directly for reimbursement of these repair costs and may file a claim with its insurance company for reimbursement. (See Section 12 below.)
9. Pay one hundred percent (100%) of the costs to repair damaged underground AWOS cables. If MDOT conducts these repairs, the AGENCY will be invoiced for one hundred percent (100%) of the costs. The AGENCY must pay MDOT directly for reimbursement of these repair costs and may file a claim with its insurance company for reimbursement. (See Section 12 below.) The AGENCY will not be liable for any costs for repairs to any AWOS cable damaged by MDOT.
10. Perform at its sole expense the following maintenance activities:
 - a. Keep the area within one hundred (100) feet of the AWOS mowed to a height not to exceed ten (10) inches.
 - b. Protect the integrity of any underground cables by preventing any trenching, plowing, grading, or tilling over them.
 - c. Protect the area within one thousand (1,000) feet of the AWOS wind sensors by preventing any construction, preventing the storage of large aircraft, clearing those trees identified by MDOT, and controlling the growth of all trees and vegetation in the area, including preventing the growth of any vegetation within the stone pad area around the AWOS and removing any vegetation that grows within this pad.

- d. Provide assistance to MDOT, the Provider, and the weather briefing service provider for minor troubleshooting, such as checking telephone circuits for dial tone, verifying internet connectivity, making visual inspections of sensors and external wiring, resetting circuit breakers and equipment, making display and equipment checks, replacing units, and resolving telecommunication/internet connection issues.
 - e. Clear snow to allow access to the AWOS, as necessary.
11. Not modify the SYSTEM in any way without the express written consent of MDOT, the FAA, and/or the Provider.
12. The AGENCY or its operators and vendors will maintain, for the duration of this Contract, insurance of the types and amounts provided herein with insurance companies authorized to do business in the State of Michigan. Such insurance will cover all operations under this Contract. The AGENCY will furnish MDOT with (a) certificate(s) of insurance in a form satisfactory to MDOT. The certificate(s) will provide that the policies will not be changed or cancelled until thirty (30) days' written notice of change or cancellation is given to MDOT. In the event that a written notice of material change or cancellation is given, MDOT may, at its option, terminate this Contract. The State of Michigan and its departments, agents, boards, commissions, and all employees thereof will be named as additional insureds on all liability policies relating to the providing of services under this Contract.
- a. Workers' Compensation Insurance providing coverage consistent with the workers' compensation statutes and rules for the State of Michigan. Employers' Liability Insurance with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence will be provided.
 - b. Comprehensive General Liability Insurance providing limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) aggregate will be provided. Property damage limits of at least One Hundred Thousand Dollars (\$100,000.00) will be included. A combined single limit policy of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) aggregate may be utilized. Coverage will include minimum personal injury protection and contractual liability.
 - c. Property Insurance providing replacement cost coverage for the systems, including all cabling, that are a part of this Contract. Coverage will be in the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) per occurrence.
13. Allow MDOT to review all new construction plans for compliance with current AWOS siting standards as set forth in the latest version of FAA Order 6560.20.

14. Comply with any and all federal, state, and local statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and the performance of this Contract.

MDOT WILL:

15. Arrange with the Provider for the installation of the Data Collection System, if necessary.
16. Make arrangements with the weather briefing service provider for access to its secure website, if necessary.
17. Retain ownership of the AWOS and ancillary components.
18. Lease the AWOS to the AGENCY for the life of this Contract. MDOT will invoice the AGENCY a fixed cost of Ten Dollars (\$10.00) per year.
19. Install the AWOS, its ancillary components, and the Data Collection System on the airport property at the location(s) selected in accordance with the provisions of Sections 2(a)(i) and 2(b)(i), respectively.
20. Pay all invoices associated with the continued operation and maintenance of the SYSTEM except the invoices for electrical power, the telephone line, and internet service.
21. Bill the AGENCY at least on an annual basis or more frequently for the following:
 - a. For fifty percent (50%) of the service charges and maintenance costs incurred by MDOT for providing management of the SYSTEM and the entire weather network and for conducting scheduled and unscheduled maintenance of the AWOS. (See Attachment 1 for AWOS maintenance costs that could be incurred by MDOT.)
 - b. For one hundred percent (100%) of the costs incurred by MDOT for repairing damage to the SYSTEM caused by the AGENCY, its workforce, and/or any subconsultant of the AGENCY. MDOT will not invoice the AGENCY for costs incurred to repair any SYSTEM component damaged by MDOT. Components that are damaged during normal maintenance practices will be invoiced in accordance with subsection (a) above, as applicable.
 - c. For one hundred percent (100%) of the costs incurred by MDOT for repairing damaged AWOS cables. MDOT will not bill the AGENCY for costs incurred to repair any AWOS cables damaged by MDOT.

22. Perform the FAA-required scheduled and unscheduled maintenance of the AWOS. MDOT will provide the FAA Form 6030-1 logbook for entry of all maintenance activities.
23. Replace defective boards and components with serviceable spare items from MDOT's inventory of spare items. In addition, MDOT will make necessary arrangements for the purchase of replacement items or for factory repairs when necessary and will pay the factory for those purchases and repairs and for shipping. MDOT will bill the AGENCY for these costs in accordance with Section 21 above.
24. Provide the AGENCY with advance notice of intent to perform scheduled and unscheduled maintenance to allow satisfactory arrangements to be made for access to the SYSTEM.
25. Conduct regular inspections of the siting criteria defined area around the AWOS. MDOT will report any penetrations that may require mitigation promptly to the Airport Manager for mitigation.
26. Train AGENCY personnel on proper procedures for conducting preventative maintenance and cleaning tasks as required for satisfactory AWOS operations.
27. Act as the AGENCY's representative regarding compliance with FAA rules, regulations, advisory circulars, and directives pertaining to the maintenance and operation of the AWOS.
28. Act as the AGENCY's representative regarding compliance with Federal Communications Commission (FCC) rules and regulations, including modification and renewal of the FCC license for the AWOS transmitter.
29. Discontinue the AWOS operation, AWOS lease, data collection service, and/or weather briefing service and remove the associated components in the event of the following:
 - a. The AGENCY does not comply with the provisions of this Contract; or
 - b. The AGENCY no longer wishes to participate in the program.

GENERAL CONDITIONS:

30. The Provider will retain ownership of the Data Collection System.
31. The AGENCY (hereinafter in Appendix A referred to as the "contractor") will comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Contract.

32. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the AGENCY, in performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) occasions involving different violations during the preceding seven (7) years for failure to correct unfair labor practices, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the AGENCY or the name of a subcontractor, manufacturer, or supplier utilized by the AGENCY in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
33. In addition to the protection afforded by any policy of insurance, the AGENCY agrees to indemnify, defend, and save harmless the State of Michigan, the Michigan State Transportation Commission, the Michigan Aeronautics Commission, MDOT, the FAA, and all officers, agents, and employees thereof:
- a. From any and all claims by persons, firms, or corporations for labor, services, materials, or supplies provided to the AGENCY in connection with the AGENCY's performance of this Contract; and
 - b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, and response and cleanup costs, and for attorney fees and related costs arising out of, under, or by reason of the AGENCY's performance of the services under this Contract, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees.

MDOT will not be subject to any obligations or liabilities by contractors of the AGENCY or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence with or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that the AGENCY will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Contract that results in claims being asserted against or judgments being imposed against the State of Michigan, the Michigan State Transportation Commission, the Michigan Aeronautics Commission, MDOT, and/or the FAA, as applicable.

In the event that the same occurs, it will be considered as a breach of this Contract, thereby giving the State of Michigan, the Michigan State Transportation Commission, the Michigan Aeronautics Commission, MDOT, and/or the FAA, as applicable, a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

34. With regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Contract, the AGENCY hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The AGENCY shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The AGENCY shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Contract may have occurred or is threatened to occur. The AGENCY shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the AGENCY's obligation to MDOT under this Contract.

35. Either party may terminate this Contract upon sixty (60) days' written notice to the other party.
36. The parties agree that this Contract constitutes the entire contract between the parties and supersedes any and all prior contracts or oral understandings.
37. This Contract will be in effect from the date of award through twenty (20) years, unless it is terminated by either party in accordance with Section 35.

38. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the AGENCY and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the AGENCY, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF MARSHALL

By: _____
Authorized Signer

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director
Approved as to Legal Form
5-6-26 J.S.

The logo for the Michigan Department of Transportation (MDOT) is displayed in a light blue and green color scheme. It features a stylized map of Michigan on the left, followed by the letters "MDOT" in a large, bold, sans-serif font. Below "MDOT" is the full name "Michigan Department of Transportation" in a smaller, green, sans-serif font.

ATTACHMENT 1

Items Included in AWOS Maintenance Expenses That Could Be Incurred by MDOT

Scheduled Maintenance

- Inspections FAA-required annual and two tri-annual inspections in accordance with the FAA-approved AWOS Manufacturer's Logbook. Expenses include labor and travel.
- Preventative May include, but is not limited to, such items as testing and servicing of uninterruptible power supply (UPS) and batteries, cleaning aspirator fan and tube, measuring processor and ceilometer battery levels, overall cleaning and checking condition of all components. Expenses may include labor, travel, and materials.

Unscheduled Maintenance

- Outages Includes troubleshooting and repairs and may include replacement of defective components with MDOT serviceable spares. May also include the costs to repair defective items by outside facilities and/or the purchase of new replacement items. Expenses include labor, travel, materials, outside vendor repairs and purchases, and shipping.

Administration

Involves a share of the oversight of the entire weather network, and includes activities that are not location-specific but are general in nature to all locations. Expenses include, but are not limited to, contract administration and compliance, system monitoring, calibration and repair of required test equipment and standards, items and supplies purchased that will be used for all locations, and time spent to arrange and coordinate inspection schedules with the FAA and to review Miss Dig tickets.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011