

CITY COUNCIL AGENDA

Regular Meeting

July 17, 2023 at 7:00 PM



- 1) **CALL TO ORDER**
- 2) **ROLL CALL**
- 3) **INVOCATION** Devon Shepard- Woodland Church
- 4) **PLEDGE OF ALLEGIANCE**
- 5) **APPROVAL OF AGENDA** - Items can be added or deleted from the Agenda by City Council action.
- 6) **PUBLIC COMMENT ON AGENDA ITEMS** Persons addressing City Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of 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- June 20, 2023
Regular Session - June 20, 2023
 - B. **City Bills**

Purchases- 6/16/2023	\$15,696.88
Purchases- 6/20/2023	\$216,795.33
Purchases-6/23/2023	\$357,686.09
Purchases- 6/28/2023	\$54,699.35
Purchases- 7/7/2023	\$46,162.38
Purchases- 7/11/2023	\$26,837.00
Total	\$717,877.03
 - C. **MML WORKERS COMPENSATION FUND TRUSTEE ELECTION**
 - D. **MARSHALL HOUSE PSA THIRD AMENDMENT**
- 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. **PA 425 CONDITIONAL LAND TRANSFER REQUEST- PARCEL ID 16-260-006-00 & 16-350-006-00
PUBLIC HEARING AND ENACTMENT**
 - B. **SLU #23.03- 902/1102 WEST HANOVER SPECIAL LAND USE**
 - C. **112 N. EAGLE (FORMER DREAMERS BLDG.) OPRA DISTRICT CREATION**

MAYOR: Jim Schwartz CITY MANAGER: Derek N. Perry

COUNCIL MEMBERS: Joe Caron, Theresa Chaney-Huggett, Jacob Gates,
Ryan Traver, Ryan Underhill, Scott Wolfersberger
Board of Commission Chambers, 315 W Green St, Marshall, Michigan 49068

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

- A. DREAMERS BUILDING OPRA SET PUBLIC HEARING**
- B. VALLEY VIEW DEVELOPMENT AGREEMENT- NORTHEAST NIA**
- C. OPRA POLICY**
- D. CITY HALL SERVER REPLACEMENT**
- E. PUBLIC SPACES COMMUNITY PLACES GRANT APPLICATION**
- F. MOTOR POOL EQUIPMENT PURCHASES**
- G. COUNTY SPONSORED EARLY VOTING CENTER**
- H. FIBERNET STATIC IP ADDRESS FEE**
- I. MARSHALL HOUSE PILOT ORDINANCE INTRODUCTION AND SET PUBLIC HEARING**

13) APPOINTMENTS / ELECTIONS

- A. BOARD OF REVIEW APPOINTMENT**

14) PUBLIC COMMENT ON NON-AGENDA ITEMS Persons addressing City Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of 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

June 20, 2023

Regular Meeting - 7:00 PM

1) CALL TO ORDER

IN A REGULAR SESSIONS held on Tuesday, June 20, 2023 at 7:00 PM in the Board of Commission Chambers of the Marshall County Building, 315 West Green St, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Schwartz.

2) ROLL CALL

Roll was called:

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

Also Present: Manager Perry, Attorney Revore 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.

Manager Perry gave background on the Clerk's Certificate of Insufficiency regarding the Referendum petition submitted by the Committee for Marshall not the Megasite and the committee's request for an appeal to the City Council.

Moved Jacob Gates, supported Ryan Underhill to amend the agenda to add the review of the decision by the City Clerk on the petition submitted by Committee for Marshall not the Megasite as item 12A and move the listed items down the agenda. On a voice vote: **Motion carried.**

Moved Scott Wolfersberger, supported Ryan Underhill to approve the agenda as amended. 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.

Laura Bartlett of N Linden St spoke on behalf of the Committee for Marshall-Not the Megasite asking council to review the Clerk's decision and to put the ordinance to a vote.

Barry Wayne Adams of 622 W Green St stated that there was continued fraud with Ordinance 2023-08 and the decision on the referendum regarding said ordinance. He

further stated that people feel their rights are being violated and that the megasite is a crime against nature.

Wayne Wright of H Dr N spoke in favor of letting the referendum go to a vote of the people, stating that the appropriation was put in intentionally to block a referendum.

Lynn Slight of Fair St spoke in favor of letting the referendum go to a vote of the people.

Leigh Rothwell of Ceresco spoke in favor of letting the referendum go to a vote of the people. She questioned if the additional land transfer was for the megasite and if the water grant was to buy water for the megasite.

7) CONSENT AGENDA

Moved Joe Caron, supported Ryan Traver to approve the consent agenda as submitted.
On a roll call vote:

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

Nays: None

Abstain: None

Motion carried.

A. City Council Minutes

Regular Session - June 5, 2023

Work Session- June 5, 2023

Special Session- June 15, 2023

B. City Bills

Purchases- 6/2/2023

\$24,622.93

Purchases- 6/9/2023

\$136,377.96

Total

\$161,000.89

C. FY 2023 YEAR END BUDGET AMENDMENTS

D. CHICKEN BBQ SPECIAL EVENT REQUEST

8) PRESENTATIONS AND RECOGNITIONS

9) INFORMATIONAL ITEMS

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

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

A. REVIEW OF CLERK'S DECISION ON THE PETITION SUBMITTED BY THE COMMITTEE FOR MARSHALL-NOT THE MEGASITE

Wolfersberger stated that as the I3 zoning district does require the hiring of consultants that the appropriation in the ordinance is appropriate. Gates stated that while he understood the impulse to want to submit the ordinance to a vote, that he was going to lean on the expertise of the city clerk and legal council and trust their expertise in this legal issue. Schwartz stated that the City Charter is clear that any ordinance with an appropriation is not subject to a referendum and that appropriation fits the ordinance. He further stated that the Charters use of the word shall holds the council accountable to review the appeal at the next meeting, which placed it on the agenda this evening. He stated that the per charter the committee was responsible for circulating the petition and the signatures collected were not enough, deeming it insufficient. The City clerk acted well within the scope of the City Charter.

Moved Scott Wolfersberger, supported Ryan Traver to approve the decision of the City Clerk based on the City Charter. On a roll call vote:

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

Nays: None

Abstain: None

Motion carried.

B. MEET MARSHALL'S MURAL ARTIST SPECIAL EVENT REQUEST

Moved Jacob Gates, supported Joe Caron to Approve the "Meet Marshall's Mural Artist" Special Event Request for Thursday July 20th from 6:30 to 7:30 PM at Grand Street Park. On a voice vote: **Motion carried.**

C. SOURCE WATER GRANT APPLICATION

Moved Ryan Underhill, supported Ryan Traver to approve the Water Department's application to EGLE's Source Water Protection Grant program in the amount of \$35,000 and authorize the City Manager and City Clerk to sign the necessary documents. On a voice vote: **Motion carried.**

D. SANITARY SEWER LINING CONTRACT

Moved Scott Wolfersberger, supported Joe Caron to Approve the increase in contract amount with CES for the amount of \$60,000 for a total funded amount of \$180,000 and authorize the City Manager and City Clerk to sign the necessary documents and to approve the budget amendment, in the amount of \$120,000, from Wastewater Fund Balance to the Wastewater Capital Outlay Line. On a roll call vote:

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

Nays: None

Abstain: None

Motion carried.

E. FORD BOBP BUILDING AND TRADE INSPECTION CONTRACT

Director Zuzga gave background on the decision making process for choosing McKenna. John Jackson from McKenna spoke on the experience of company, including working

on a battery plant in the Detroit area. Zuzga stated that the money to pay for the consulting services is allotted in the incentive package from the state and that the current costs come in under the budgeted amount. Gates questioned how accountability would work. Sam Woodrick of McKenna stated that they would be working closely with the city official and consistently making sure everyone is informed of progress. Jackson stated that all inspectors would be qualified with the State of Michigan. Schwartz questioned if there would be one person assigned to the project and how it would work with representing the city to meet guidelines. Woodrick stated that they would be enforcing all state codes and local ordinances to ensure compliance with the requirements of the building plan and that there would be a full time lead building inspector assigned to the project who would be housed in the area. Wolfersberger questioned where the liability would fall if there was an issue down the line. Jackson stated that as the City would be the issuing party, there is some liability, but there is also liability with McKenna as a city contractor. Chaney-Huggett questioned if there would be any local subcontractors used. Woodrick stated that they plan to try and recruit locally qualified contractors, but there are back ups available if they are unable to find any. Chaney-Huggett questioned how the positions would be advertised. Woodrick stated that while they use some commercial job sites, they also have a presence at professional conferences where they network with inspectors and may take advantage of those contacts.

Moved Scott Wolfersberger, supported Jacob Gates to Approve the proposal from McKenna for the provision of Building Department Services for the Blue Oval Battery Project at a monthly retainer of \$106,944.44 for the next 36 months and authorize the City Manager and City Clerk to sign the necessary documents. On a roll call vote:

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

Nays: None

Abstain: None

Motion carried.

F. RAP 2.0 GRANT APPLICATION

Moved Ryan Traver, supported Theresa Chaney-Huggett to approve the submission of a MEDC RAP 2.0 grant for an amount not to exceed \$1 million and authorize the City Manager and City Clerk to sign the necessary documents. On a voice vote: **Motion carried.**

G. CITY HALL AND PSB AUDIO VISUAL UPGRADES

Moved Joe Caron, supported Scott Wolfersberger to Approve the Smart Offices/Smart Homes proposals in the amount of \$97,700.39 and proceed with the audio-visual upgrades for City Hall and PSB and authorize the City Manager and City Clerk to sign the necessary documents.. On a roll call vote:

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

Nays: None

Abstain: None

Motion carried.

H. 2023-2026 POLICE COMMAND COLLECTIVE BARGAINING AGREEMENT

Moved Jacob Gates, supported Ryan Underhill to approve the 2023-2026 City of Marshall Collective Bargaining Agreement with the Police Officers Labor Council,

Command Officers Division and authorize the City Manager and City Clerk to sign. On a roll call vote:

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

Nays: None

Abstain: None

Motion carried.

I. PERSONNEL POLICY MANUAL MODIFICATIONS

Moved Scott Wolfersberger, supported Ryan Underhill to approve the modification of Section 6 – Fringe Benefits, 6.02 Medical Insurance, Part 1 and 6.04 Optical Insurance to the City of Marshall Personnel Policy Manual as presented. On a roll call vote:

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

Nays: None

Abstain: None

Motion carried.

J. PA 425 CONDITIONAL LAND TRANSFER REQUEST- PARCEL ID 16-260-006-00 & 16-350-006-00

INTRODUCTION AND SET PUBLIC HEARING

Moved Joe Caron, supported Scott Wolfersberger to introduce Resolution 2023-24, A Resolution Authorizing Execution of Contract for Conditional Transfer of Property under PA 425 of 1984 and set a Public Hearing for July 17, 2023, to hear comments on the proposed transfer of property identified by parcel ID 16-260-006-00 and 16-350-006-00. 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.

came on behalf of Congressman Walberg's office and gave an update on what the Congressman is working on including parent's rights and keeping gas stove's legal.

Richard of Verona Rd in Pennfield Twp spoke of a 3 year battle on whether a road in his subdivision was a public or private road.

Wayne Wright of H Dr N stated that 2 minutes is not enough time to hear people's concerns. He further stated that Joanna Johnson sent a letter of disappointment in the representation of the Joint Planning Commission and that people feel they are represented.

Stephanie Klingler of the City of Marshall stated that council members are not making eye contact with the speakers which is disrespectful and that council represents the

people.

Vicki McGuffin of Marshall Township stated that the council needs to pay attention to what is legal, specifically section 5.05 of the City Charter and that the final determination of the referendum is subject to a court appeal.

Lynn Slight of Fair St stated that communication is horrible and that two minutes is not enough to hear a concern. She further stated that people need to be given a chance to talk and that the citizens are councils boss.

Regis Klingler of the City of Marshall wondered why there was the appropriation in the ordinance if the state is covering building inspections.

Rick Sadler of Squaw Cree stated that things in the city have escalated over the past few months, including the flyer with an X over faces and that he had a call coming up with the FBI and a Civil Rights Organization over threats that have been made.

Julie Bryant of Squaw Creek questioned what is happening to peoples rights and that it feels like a pre-communist city. She further stated that no one wants the disruption including the noise pollution in Squaw Creek.

Joan Chapman of C Dr N stated that she had a CCP propaganda site taking videos of her house and that she had moved from the City to her current home to retire. She further stated that her and her family's health is suffering and asked council to consider the people.

Leigh Rothwell of Ceresco stated that she is upset that the council did not listen to the Joint Planning Commission on the rezoning and that they continue to not listen to the people. She further stated that the people being brought in for inspections will not be accountable to the city and that 2 minutes is not enough.

Barry Wayne Adams of 622 W Green St stated that the Ordinance was unconstitutional and that this is taxation without representation. He further stated that council needs Americans not those with corporate agendas.

15) COUNCIL AND MANAGER COMMUNICATIONS

Wolfersberger stated that the Planning Commission met to review a special land use application and site plan for storage units on Hanover St.

Mayor Schwartz questioned if the next meeting was July 17. Perry stated that the City would follow the councils direction, but that typically the first July meeting is not held.

Mayor Schwartz stated that the Ambulance Authority had met and approved ballot language for an August special election, that the staff had been stabablized and that they are no longer cover additional areas, helping with less shortages.

16) ADJOURNMENT

The meeting was adjourned at 8:35 p.m.

Respectfully submitted by,

Michelle Eubank
City Clerk

CITY COUNCIL MINUTES

June 20, 2023

Work Session - 6:00 PM

1) CALL TO ORDER

IN A WORK SESSIONS held on Tuesday, June 20, 2023 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 Schwartz.

2) ROLL CALL

Roll was called:

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

Also Present: Manager Perry and Clerk Eubank

Absent: Jacob Gates

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. Non-Agenda items shall be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS (Item 5) portion of the meeting agenda.

NONE

4) DISCUSSION ITEMS

**A. Economic Development Incentives
RAP 2.0 Project and Grant Application**

Director Zuzga went over economic development incentives available to developers. Member Traver arrived at 6:04 p.m.

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. Agenda items should be addressed during the PUBLIC COMMENT-AGENDA ITEMS (Item 3) portion of the meeting agenda.

6) ADJOURNMENT

The meeting was adjourned at 6:33 p.m.

Respectfully submitted by,

Michelle Eubank
City Clerk

06/19/2023 11:31 AM
User: KWAGNER
DB: Marshall

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 06/16/2023 - 06/16/2023
BOTH JOURNALIZED AND UNJOURNALIZED
PAID

Page: 1/1

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
06092023	AMBROSE, KRIS	MEAL REIMBURSEMENT FOR FOIA TRAINING 5/3		17.70
06102023	AMBROSE, KRIS	DONUTS FOR OAKLAWN COLOR RUN BRIEFING		21.60
154688783	KONECRANES, INC.	CUST NO. 1554311 SERVICE ON POWER HOUSE		2,933.50
03/02/2023	MENEGUZZO, CHRIS & VERUB	refund for account: 3101750002		59.39
06122023	PEHRSON, KORY	TRAVEL EXPENSES TO LINEMAN SCHOOL 6/4/23		221.07
06142023	RITSEMA, ROBERT	MEAL REIMBURSEMENT FOR FOIA TRAINING 5/3		13.24
8106190679	SCHINDLER ELEVATOR CORP	BILLING ID: 5000088655 ELEVATOR MAINTENANCE		6,318.77
167	TOP TO BOTTOM TREE SERVICE	ELECTRIC LINE CLEARANCE (3-PERSON \$132/H2023.163		4,752.00
V25273	VERMEER OF MICHIGAN, LLC	ACCT NO. MARSH010 SERVICE TO FIBER TRENCH		1,359.61
GRAND TOTAL:				15,696.88

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 06/20/2023 - 06/20/2023
UNJOURNALIZED
OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
93002	ALL-TRONICS, INC.	2023 Q3 FIRE ALARM MONITORING AT POWER H		81.00
93003	ALL-TRONICS, INC.	2023 Q3 FIRE ALARM MONITORING AT WATER P		81.00
114F-NM7M-YLRP	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 CYBERPOWER FOR N		2,015.22
1CTL-91XJ-4PCK	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 CEMETERY AMERICA		338.18
2023-026593	ASPHALT SOLUTIONS PLUS	CLEAN & REPAIR ASPHALT/CRACKS AT WASTE W2023.252		3,631.00
269781843106-2023	AT&T	ACCT NO. 269 781-8431 746 9 AIRPORT JUNE		263.15
269781949206-2023	AT&T	ACCT NO. 269 781-9492 594 7 MARSHALL HOU		252.62
269789901106-2023	AT&T	ACCT NO. 269 789-9011 599 1 MRLEC JUNE 2		223.87
225-507780	AUTO VALUE MARSHALL	GARAGE/STREETS - CABIN AIR FILTER		31.50
225-507781	AUTO VALUE MARSHALL	GARAGE/STREETS - OIL FILTER		8.37
225-507855	AUTO VALUE MARSHALL	GARAGE/STREETS - OIL FILTER		16.74
225-507874	AUTO VALUE MARSHALL	GARAGE/STREETS - TOP COAT		24.09
225-507876	AUTO VALUE MARSHALL	WATER DEPT - COUPLER SAFE PIN		9.18
225-507940	AUTO VALUE MARSHALL	GARAGE/STREETS - 4-WIRE FLAT SET		5.09
225-508053	AUTO VALUE MARSHALL	GARAGE/STREETS - REFRIGERANT, TAPE		129.89
225-508081	AUTO VALUE MARSHALL	GARAGE/STREETS - 55GAL DIESEL MOTOR OIL		1,040.69
06092023	BABCOCK, CLIFF	FARMER'S MARKET ENTERTAINMENT 5/13/23		35.00
06/20/2023	BETTS, LOGAN	UB refund for account: 1301320006		3.01
05272023	BOSSERD FAMILY FARM	FLOWERS FOR FOUNTAIN BEDS & DOWNTOWN PLA		1,701.59
174988	BRUTSCHE CONCRETE PROD	CUST ID: 0412 TAX EXEMPT - FOUNDATIONS N		249.85
175365	BRUTSCHE CONCRETE PROD	CUST ID: 0412 TAX EXEMPT - FOUNDATION WI		190.00
12770	BUD'S TOWING & AUTOMOT	DART BUS INSPECTION, OIL CHANGE, & BRAKE		391.52
12779	BUD'S TOWING & AUTOMOT	DART BUS INSPECTION, OIL CHANGE, & FRONT		626.80
12983	BUD'S TOWING & AUTOMOT	DART BUS INSPECTION & OIL CHANGE 5/8/23		97.75
13035	BUD'S TOWING & AUTOMOT	DART BUS INSTALL 6 TIRES & FRONT BRAKE P		2,549.98
13089	BUD'S TOWING & AUTOMOT	DART BUS INSPECTION, OIL CHANGE, & TIRE		132.65
13101	BUD'S TOWING & AUTOMOT	DART BUS INSPECTION & OIL CHANGE 5/24/23		102.75
130093	CARR BROTHERS & SONS,	30 YDS CRUSHED STONE FOR SIDEWALKS, DRIV		943.00
06302023	CITY OF MARSHALL	ST. MARY'S UB MAY 2023 FOR ELECTIONS		198.08
1317553	CLARK HILL PLC	CLIENT NO. K9950 SERVICES THROUGH 4/30/2		319.00
10044	COURTNEY & ASSOCIATES	MONTHLY RETAINER SERVICE - MAY 2023		250.00
2023 - 185	COURTNEY & ASSOCIATES	PROFESSIONAL SERVICES 4/1/23 - 5/31/23		2,400.00
1133935	CRAFT PHOTOGRAPHY	CLIENT NO. 200295 BUSINESS PORTRAIT - SC		230.00
000577319	CRYSTAL FLASH MARSHALL	ULTRA LOW DIESEL FUEL FOR POWERHOUSE	2023.253	31,684.80
10468760	CRYSTAL FLASH MARSHALL	ACCT NO. 051300000 REC GAS 5/24/23		1,332.40
10467790	CRYSTAL FLASH MARSHALL	ACCT NO. 051300000 DYED DIESEL 5/24/23		1,253.85
10511550	CRYSTAL FLASH MARSHALL	ACCT NO. 051300000 REC GAS 6/6/23		1,226.99
S3-78813	CUMMINS SALES AND SERV	CUST NO. 181937 GENERATOR SERVICE AT MAR		367.94
174958	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES AT MR		556.12
174973	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES AT MR		270.00
618364	DARLING ACE HARDWARE	CUST NO. 1650 - AIRPORT (SAFETY PAINT, R		103.57
614739	DARLING ACE HARDWARE	CUST NO. 1650 - POWER HOUSE (HEX BUSH)		2.99
616552	DARLING ACE HARDWARE	CUST NO. 1650 - POWER HOUSE (COUPLING, T		17.15
616632	DARLING ACE HARDWARE	CUST NO. 1650 - POWER HOUSE (HOSE CLAMP,		30.58
616648	DARLING ACE HARDWARE	CUST NO. 1650 - POWER HOUSE (GRASS SEED,		35.98
617445	DARLING ACE HARDWARE	CUST NO. 1650 - FIBERNET (AUGER BIT)		37.99
617558	DARLING ACE HARDWARE	CUST NO. 1650 - MARSHALL HOUSE (ROUNDUP,		79.75
618108	DARLING ACE HARDWARE	CUST NO. 1650 - MARSHALL HOUSE (FLOWERS,		51.01
618280	DARLING ACE HARDWARE	CUST NO. 1650 - MARSHALL HOUSE (FAUCET,		120.14
618322	DARLING ACE HARDWARE	CUST NO. 1650 - MARSHALL HOUSE (4-WAY KE		35.97
618456	DARLING ACE HARDWARE	CUST NO. 1650 - WATER DEPT (BATTERIES)		17.99
618534	DARLING ACE HARDWARE	CUST NO. 1650 - MARSHALL HOUSE (V-BELT,		20.73
618664	DARLING ACE HARDWARE	CUST NO. 1650 - WATER DEPT (GRASS SEED)		17.99
618684	DARLING ACE HARDWARE	CUST NO. 1650 - FIBERNET (WALL PLATES, P		40.67
615791	DARLING ACE HARDWARE	CUST NO. 1650 - PSB (LIQUID NAIL)		14.36
618755	DARLING ACE HARDWARE	CUST NO. 1650 - WATER DEPT (RUST STOP PA		131.91
618800	DARLING ACE HARDWARE	CUST NO. 1650 - REC/PARKS (SIMPLE GREEN		25.98
618836	DARLING ACE HARDWARE	CUST NO. 1650 - MARSHALL HOUSE (RUST STO		55.56
618885	DARLING ACE HARDWARE	CUST NO. 1650 - FIRE DEPT (EQUIPMENT MAI		20.00
618777	DARLING ACE HARDWARE	CUST NO. 1650 - MARSHALL HOUSE (PAINT, W		107.04
06/20/2023	DEPPE PROPERTIES LLC	UB refund for account: 1300700006		137.22
06092023	DIXON, DAVE	MUSIC AT FARMER'S MARKET 5/27/23		35.00
INV69777	DORNBOS SIGN, INC.	DPW - TRAFFIC SIGNS		96.90
0017065	ENG., INC.	LEGGITT ROAD AND S. KALAMAZOO DESIGN ENG	2023.106	8,753.87
0017099	ENG., INC.	FOREST STREET ROW SURVEY	2023.229	2,500.00
CM014536	FERGUSON WATERWORKS	#3 CUST NO. 2868 CREDIT MEMO FOR BREAK FLAN		(406.58)
12849	FREDRICKSON SUPPLY, LL	CREDIT MEMO FOR SON150 BASE STATION (QTY	2023.205	(2,338.00)
12857	FREDRICKSON SUPPLY, LL	PIRANHA SEWER JET HOSE & MENDER		2,871.74
12881	FREDRICKSON SUPPLY, LL	FILTER INSERT, OIL FILTER, FILTER CARTRI		214.41
23-05196	GARAGE DOORS UNLIMITED	SERVICE CALL AT MARSHALL HOUSE 5/16/23		237.10
128823	GIFFELS WEBSTER	PROJECT NO. 1908900 PLANNING SERVICES TH		2,741.00
9717182894	GRAINGER	ACCT NO. 804945673 TOOL BOX LINER		87.84
9718495337	GRAINGER	ACCT NO. 804945673 BATTERIES		16.40
25635966	GRANGER WASTE SERVICES	ACCT NO. 2782490 COMMERCIAL/WASTE JUNE 2		1,131.98
25627358	GRANGER WASTE SERVICES	ACCT NO. 18400290 RESIDENTIAL JUNE 2023		31,626.74
25636492	GRANGER WASTE SERVICES	ACCT NO. 2890780 875 E. MICHIGAN AVE JUN		183.50
25600509	GRANGER WASTE SERVICES	ACCT NO. 18422860 CITY BUILDINGS/RECYCLI		114.08
25532129	GRANGER WASTE SERVICES	ACCT NO. 18463670 2023 CITY WIDE BULK CL		20,268.65
2307	GREAT LAKES FUNDRAISIN	MARSHALL REC. T-BALL/BASEBALL/SOFTBALL T		1,914.00

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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
2348165, 2358781	GRIFFIN PEST SOLUTIONS	ACCT NO. 3542611 SERVICES AT CITY HALL 4		70.00
2353310	GRIFFIN PEST SOLUTIONS	ACCT NO. 3422841 SERVICES AT PSB 5/16/23		51.00
24571	GUTTERS R US, LLC	LAWN PEST APPLICATION AT MARSHALL HOUSE		235.00
24572	GUTTERS R US, LLC	MRLEC LAWN MAINTENANCE AND LANDSCAPING		1,720.00
05292023	GWIN, DARWIN	MOWING & TRASH AT BROOKS NATURE MAY 2023		360.00
06/20/2023	HEIDENREICH, ERICH	UB refund for account: 201250000		125.69
0072508-IN	HYDROCOP	CUST: MUNMARS - INSPECTION & REPORTING M		909.00
982	IMPACT LAWN & LANDSCAP	2023 LAWN MOWING - APRIL (APPROX) TO JUN2023.216		1,730.00
988	IMPACT LAWN & LANDSCAP	2023 LAWN MOWING - APRIL (APPROX) TO JUN2023.216		1,700.00
993	IMPACT LAWN & LANDSCAP	2023 LAWN MOWING - APRIL (APPROX) TO JUN2023.216		500.00
994	IMPACT LAWN & LANDSCAP	2023 LAWN MOWING - APRIL (APPROX) TO JUN2023.216		550.00
1002	IMPACT LAWN & LANDSCAP	2023 LAWN MOWING - APRIL (APPROX) TO JUN2023.216		360.00
1005	IMPACT LAWN & LANDSCAP	2023 LAWN MOWING - APRIL (APPROX) TO JUN2023.216		2,160.00
175689	IMPACT SOLUTIONS	CLIENT NO. MARSH - WALL NAME PLATE (ANDR		94.76
175858	IMPACT SOLUTIONS	CLIENT NO. MARSH - WALL NAME PLATES (MRL		266.47
06/20/2023	JANZ, KAYLEE & SILER,	UB refund for account: 3204160023		294.79
06/20/2023	JOHN DALY	UB refund for account: 2056		22.07
06012023	JOHN DEERE FINANCIAL	ACCT NO. 11113-27301 FILTER ELEMENT		35.97
06/20/2023	JULIE AMARO	UB refund for account: 2432		33.83
06/20/2023	K & B RESOURCES, LLC	UB refund for account: 200280038		66.23
8048	K DRIVE GREENHOUSE CO.	CITY OF MARSHALL HANGING BASKETS (QTY 43		1,677.00
000014209	KELLOGG'S REPAIR	CHUTE & BLADES FOR POWER HOUSE MOWER		114.15
INV042992	KNIGHT WATCH, INC	SERVICE CALL AT MARSHALL HOUSE FOR FIRE		565.40
INV043049	KNIGHT WATCH, INC	MARSHALL HOUSE 3 MONTH FIRE MONITORING		240.00
42320	LAKELAND ASPHALT CORPO	2.12 TONS BITUMINOUS AGGREGATES		146.28
122246	LARRY'S FLOOR COVERING	JOHNSONITE COVE BASE FOR PSB		187.00
018608	LEWEY'S SHOE REPAIR	BOOT ALLOWANCE - LUIB, EARL		170.00
06/20/2023	LEWIS, CATHERINE	UB refund for account: 1701770008		55.50
36087595	LINDE GAS & EQUIPMENT,	CUST NO. 59879658 GASES		138.15
14422	LINE-X OF BATTLE CREEK	2023 FORD F-250 SPRAY ON BEDLINER		1,099.00
06022023	LOWES BUSINESS ACCOUNT	ACCT NO. 821 3023 902596 5 POWER HOUSE W		37.96
1545	MARSHALL FEED & GRAIN	STRAW FOR CEMETERY		25.00
002490	MARSHALL HARDWARE, LLC	STREETS - SLUDGE HAMMER, BATTERIES, ROUN		266.19
002511	MARSHALL HARDWARE, LLC	FIRE DEPT - WEED CONTROL		69.99
002524	MARSHALL HARDWARE, LLC	ELECTRIC DEPT - FOAM FILLER, GAP FILLER		30.36
002526	MARSHALL HARDWARE, LLC	MOTOR POOL - BOLTS, CHAIN, STAPLES		64.30
002539	MARSHALL HARDWARE, LLC	ENGINEERING - STRING		11.99
002544	MARSHALL HARDWARE, LLC	AIRPORT - SAFETY YELLOW PAINT		41.99
3354	MARSHALL WELDING & FAB	RIVERWALK STRUCTURAL REPAIRS	2023.255	5,000.00
06/20/2023	MAURER, MARILYN	UB refund for account: 1802140019		57.09
06092023-REIMBURSE	MCCORMACK, CHERYL	REIMBURSEMENT FOR SAND VOLLEYBALL EQUIPM		103.22
06/20/2023	MCDONALD, ERIN & JOSH	UB refund for account: 1800703005		2.62
06062023	MCGINTY, HITCH, PERSON	CLIENT NO. 4030.001 SERVICES THROUGH 5/3		12,832.40
98100767	MCMMASTER-CARR	ACCT NO. 188371900 MARKING PAINT		272.86
98257090	MCMMASTER-CARR	ACCT NO. 188371900 HIGH-SPEED STEEL TAPS		135.05
98413840	MCMMASTER-CARR	ACCT NO. 188371900 HIGH-SPEED STEEL TAPS		176.09
14447	MDK GROUP	MRLEC SHRED SERVICES THROUGH 5/26/23		105.00
M500-138	MEDALLION MANAGEMENT,	MARSHALL HOUSE PAYROLL	2023.188	7,693.46
M500-139	MEDALLION MANAGEMENT,	MARSHALL HOUSE CONSULTING FEES MAY 2023	2023.188	4,800.00
S5199118.001	MEDLER ELECTRIC COMPAN	CUST NO. 979 LED BULBS 150W		690.24
S5209704.002	MEDLER ELECTRIC COMPAN	CUST NO. 979 ELECTRICAL TAPE		114.99
S5209704.001	MEDLER ELECTRIC COMPAN	CUST NO. 979 ELECTRICAL TAPE		114.99
S5209965.001	MEDLER ELECTRIC COMPAN	CUST NO. 979 PHILIPS ALTO 30PK		78.45
S5210521.001	MEDLER ELECTRIC COMPAN	CUST NO. 979 WIRE FOR WINSTON PARK UG		604.30
S5199118.002	MEDLER ELECTRIC COMPAN	CUST NO. 979 LED BULBS 35W		1,237.60
S5212392.001	MEDLER ELECTRIC COMPAN	CUST NO. 979 FUSE HOLDERS		105.67
S5212392.002	MEDLER ELECTRIC COMPAN	CUST NO. 979 FUSE HOLDERS		942.00
103	MESTDAGH'S HONEY BEES	REMOVAL OF BEES FROM GREEN STREET FOR TR		82.39
1257	MICHIGAN FARMERS MARKE	FARMERS MARKET MEMBERSHIP 1 YEAR (26-75		220.00
39279207	MSC INDUSTRIAL SUPPLY	CUST NO. 02356117 MARKING PAINT		384.30
06/20/2023	MULLEN, DEBORAH I	UB refund for account: 2202080004		24.87
2595737	OFFICE 360	ACCT NO. 26140 JANITORIAL SUPPLIES - CIT		166.93
2598190	OFFICE 360	ACCT NO. 26140 COPY PAPER - DPW		43.49
2602119	OFFICE 360	ACCT NO. 26140 COPY PAPER - MARSHALL HOU		86.98
06092023-A	OLIVER, JIM	MUSIC AT FARMER'S MARKET 5/6/23		35.00
06092023-B	OLIVER, JIM	MUSIC AT FARMER'S MARKET 5/20/23		35.00
56743904	POWER LINE SUPPLY	CUST ID: 100402 UNIFORMS - PEHRSON		1,192.00
56743907	POWER LINE SUPPLY	CUST ID: 100402 UNIFORMS - MACK		1,238.00
56743912	POWER LINE SUPPLY	CUST ID: 100402 UNIFORMS - SCHIPPER		641.00
56743914	POWER LINE SUPPLY	CUST ID: 100402 UNIFORMS - TAYLOR		378.00
56743915	POWER LINE SUPPLY	CUST ID: 100402 UNIFORMS - FREDs		1,073.00
56745235	POWER LINE SUPPLY	CUST ID: 100402 WEDGE DEADEND		753.00
56745272	POWER LINE SUPPLY	CUST ID: 100402 METER SOCKETS		265.28
56745332	POWER LINE SUPPLY	CUST ID: 100402 UNIFORMS - ERB		552.00
56745343	POWER LINE SUPPLY	CUST ID: 100402 UNIFORMS - JINKS		1,058.00
56745346	POWER LINE SUPPLY	CUST ID: 100402 UNIFORMS - HENRY		254.00
56745376	POWER LINE SUPPLY	CUST ID: 100402 UNIFORMS - FULLER		1,716.00
56745407	POWER LINE SUPPLY	CUST ID: 100402 UNIFORMS - TAYLOR		90.00
56745341	POWER LINE SUPPLY	CUST ID: 100402 UNIFORMS - SCHIPPER		213.00

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56745590	POWER LINE SUPPLY	CUST ID: 100402 UNIFORMS - TAYLOR		73.00
56746990	POWER LINE SUPPLY	CUST ID: 100402 GROUND RODS & DEADENDS		898.06
56746991	POWER LINE SUPPLY	CUST ID: 100402 DEADEND		242.25
56746992	POWER LINE SUPPLY	CUST ID: 100402 DEADEND		753.22
56745328	POWER LINE SUPPLY	CUST ID: 100402 UNIFORMS - SUNDBERG		1,147.00
28778	PRO SERVICES, INC.	CUST ID: MARSHOUS BOILER MAINTENANCE AT		745.00
06042023	QUADIENT FINANCE USA,	ACCT NO. 7900 0440 5582 9307 POSTAGE JUN		5,515.00
N9968903	QUADIENT LEASING USA,	CUST NO. 01041574 POSTAGE MACHINE LEASE		584.52
70880582	ROSE PEST SOLUTIONS	CLIENT NO. 70019775 MARSHALL HOUSE SERVI		1,465.00
70885777	ROSE PEST SOLUTIONS	CLIENT NO. 70019775 MARSHALL HOUSE SERVI		499.00
70885790	ROSE PEST SOLUTIONS	CLIENT NO. 70019775 MARSHALL HOUSE SERVI		1,600.00
91980539	SAFETY-KLEEN SYSTEMS,	ACCT NO. CI42951 RECYCLING USED OIL		255.94
06012023	SPARTAN STORES	CUST NO. 021063 OPERATING & OPEN HOUSE S		349.94
06/20/2023	SPENCE, SETH	UB refund for account: 310804002		13.59
551-608402	STATE OF MICHIGAN	CUST ID: 46514 HOMICIDE INVESTIGATION TR		550.00
141013038	SUMMIT FIRE PROTECTION	CUST ID: MARSHAL261 REPLACED FIRE EXTING		785.00
06/20/2023	TRIGO PIZZA CO INC	UB refund for account: 2804920001		110.48
1620066514	UNIFIRST CORPORATION	UNIFORM SERVICES - MARSHALL HOUSE 5/24/2		46.55
1620066511	UNIFIRST CORPORATION	UNIFORM SERVICES - DPW & GARAGE 5/24/23		56.69
1620066513	UNIFIRST CORPORATION	UNIFORM SERVICES - ELECTRIC & FIBER 5/24		166.61
1620066512	UNIFIRST CORPORATION	UNIFORM SERVICES - POWER HOUSE 5/24/23		70.63
1620066509	UNIFIRST CORPORATION	UNIFORM SERVICES - WASTE WATER 5/24/23		41.44
1620066515	UNIFIRST CORPORATION	UNIFORM SERVICES - WATER 5/24/23		50.42
INV00023904	USABBLUEBOOK	CUST NO. 859103 WASTE WATER LAB SUPPLIES		1,245.87
INV00027006	USABBLUEBOOK	CUST NO. 859103 WASTE WATER FLOAT SWITCH		127.41
110697	VC3 INC	ACCT NO. MAR11 OFFICE 365 LICENSES MAY -		176.00
9936283247	VERIZON WIRELESS	ACCT NO. 987146080-00001 JUNE 2023		1,839.23
12946	VRIESMAN & KORHORN	CONSTRUCTION ENGINEERING - INDUSTRIAL RO.2023.224		8,850.00
06/20/2023	WILSON, CORTAZIA & WEI	UB refund for account: 3003070036		275.86
06/20/2023	WRIGHT, MEREDITH E	UB refund for account: 1301660001		50.40
GRAND TOTAL:				216,795.33

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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
4771452	ALLIANCE BEVERAGE DIST	2023 BLUES FEST SUPPLIES		9,808.30
1TPF-QKYJ-JMD3	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 UNIFORMS - LONG,		344.67
13F9-33Q3-PY16	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 BASEBALL BATS		214.95
1VJT-XFNH-V4V3	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 ELECTRICAL BOX		53.62
1PCH-N93G-1LQJ	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 OFFICE SUPPLIES		173.12
139P-XT7K-4136	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 MIMOSA ANTENNAS		2,799.16
325-23	CALHOUN COUNTY TREASUR	PRE CHANGE INVOICE 325-23		18.36
764550	CHR SOLUTIONS	FIBERNET SUPPORT CONTRACT - JUNE 2023	2023.098	5,100.00
06222023	CITY OF MARSHALL	2023 BLUES FEST START-UP CASH		6,500.00
1323447	CLARK HILL PLC	CLIENT NO. K9950 SERVICES THROUGH 5/31/2		493.00
06/23/2023	CLEGHORN, SHARON	UB refund for account: 2602980004		6.94
175174	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES AT WA		67.50
06/23/2023	DECKER, DUSTIN	UB refund for account: 3204640023		185.06
05082023	DEKRYGER, TROY	BOOT ALLOWANCE - DEKRYGER, TROY		67.91
2500732305	FIRST ADVANTAGE CORPOR	ACCT NO. 866466 CLINIC COLLECTION		174.05
84252305	FIRST ADVANTAGE RESIDE	ACCT NO. 138549 RESIDENTIAL SCREENING		40.78
IN102305110298	FS.COM INC	TRANSCIEVERS - BROCADE 10KM	2023.246	940.80
IN102306030172	FS.COM INC	BROCADE TRANSCIEVERS STOCK #F601	2023.258	490.00
06102023	HERITAGE CLEANERS	ACCT NO. 100243 MARSHALL POLICE DRY CLEA		423.50
0001	HUNTER-PRELL COMPANY	CONSTRUCTION PAY EST. 6/5/23 - LEGGITT R2023.225		275,004.00
06102023	HYDE, BRIANNA	BOOT ALLOWANCE - HYDE, BRIANNA		286.20
05312023	INTERSTATE BILLING SER	ACCT NO. 594507 CARLETON EQUIP. EXCAVATO	2023.268	3,670.00
149	JOHN B SULLIVAN	PROFESSIONAL SERVICES JAN - MAR 2023		9,086.00
06172023	KURAS, MICHAEL	BOOT ALLOWANCE - KURAS, MICHAEL		300.00
1720997-20230531	LEXISNEXIS RISK DATA M	BILLING ID: 1720997 MAY 2023		200.00
06/23/2023	LONG, DAVID	UB refund for account: 2708490014		55.17
06/23/2023	MARSHALL, EMILY & SCOT	UB refund for account: 3108001011		71.37
20230623614	METRO WIRELESS	BUSINESS DATA SERVICES - 10 GBPS INTERNE	2023.105	2,500.00
06232023	NATIONAL RAILROAD PASS	MDOT 23-32, MP 107.61, MARSHALL, MI		1,200.00
06222023-A	PHILLIPS, DANNY A.	2023 BLUES FEST BAND		1,000.00
06222023-B	PHILLIPS, DANNY A.	MUSIC EQUIPMENT RENTAL FOR 2023 BLUES FE		500.00
06172023	POTTER, MATT	BOOT ALLOWANCE - POTTER, MATT		102.43
23-1223	QUALITY EXCAVATORS, IN	ELECTRIC DEPT - 3 YARDS TOP SOIL		108.00
66002741	ROYAL TRUCK & TRAILER	CUST NO. 8260 REPAIR TRUCK #328	2023.267	5,260.17
92082502	SAFETY-KLEEN SYSTEMS,	ACCT NO. CI42951 RECYCLING USED OIL		264.22
06222023	SCHOOK, CLAUDIA	MARSHALL HOUSE RESIDENT REFUND (RENT & D		278.00
06232023	SOUTHERN MICHIGAN BANK	HSA		5,745.00
06202023	SOUTHERN MICHIGAN BASE	2023 SOUTHERN MICHIGAN BASEBALL LEAGUE F		250.00
1648999945	STAPLES BUSINESS CREDI	CREDIT ACCT NO. 302063 OFFICE SUPPLIES		538.88
06222023	STEINBERG, MARC	2023 BLUES FEST BAND - FINAL 50% PAYMENT		2,500.00
06222023	THE FAT ANIMALS	2023 BLUES FEST BAND		600.00
1983	THE WOODHILL GROUP, LL	FINANCE & ACCOUNTING SERVICES FY2023	2023.056	1,837.50
168-A	TOP TO BOTTOM TREE SER	TREE REMOVAL AT 524 W. GREEN STREET		792.00
168-B	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$132/H	2023.163	3,432.00
1620067240	UNIFIRST CORPORATION	UNIFORM SERVICES - MARSHALL HOUSE 5/31/2		46.55
1620067237	UNIFIRST CORPORATION	UNIFORM SERVICES - DPW & GARAGE 5/31/23		56.69
1620067239	UNIFIRST CORPORATION	UNIFORM SERVICES - ELECTRIC & FIBER 5/31		166.61
1620067238	UNIFIRST CORPORATION	UNIFORM SERVICES - POWER HOUSE 5/31/23		70.63
1620067235	UNIFIRST CORPORATION	UNIFORM SERVICES - WASTE WATER 5/31/23		41.44
1620067241	UNIFIRST CORPORATION	UNIFORM SERVICES - WATER 5/31/23		44.72
06102023	VANDENBOSS, BRANDON	BOOT ALLOWANCE - VANDENBOSS, BRANDON		120.05
112326	VC3 INC	ACCT NO. MAR11 WIRELESS ACCESS POINTS &		1,423.50
89752592	WEX BANK	ACCT NO. 0470-00-462076-1 FUEL JUNE 2023		11,181.72
06222023	WHO DAT BLUES BAND, LL	2023 BLUES FEST BAND		1,000.00
06/23/2023	WILCOX, DENNIS & SHAWN	UB refund for account: 1201840014		51.52
GRAND TOTAL:				357,686.09

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9138677817	AIRGAS USA, LLC	PAYER NO. 1438173 NITRILE GLOVES		120.40
68364	ALEXANDER CHEMICAL CORP	CUST NO. 100413 CHLORINE, FLUORIDE, PERM	2023.270	4,246.98
93034	ALL-TRONICS, INC.	SOFTWARE ASSURANCE RENEWAL FOR NEC TELEP		572.40
93037	ALL-TRONICS, INC.	ACCT NO. 1-MARCIT SERVICE TO WASTE WATER		819.50
225-508079	AUTO VALUE MARSHALL	GARAGE/STREETS - PAINT BRUSH SET, GLOVES		22.98
225-508276	AUTO VALUE MARSHALL	GARAGE/STREETS - HALOGEN BULBS		8.90
225-508271	AUTO VALUE MARSHALL	GARAGE/STREETS - OIL, OIL FILTER		140.25
225-508228	AUTO VALUE MARSHALL	GARAGE/STREETS - 3 SQ YDS CLOTH		59.39
225-508194	AUTO VALUE MARSHALL	GARAGE/STREETS - STEERING KNOB		29.99
225-508175	AUTO VALUE MARSHALL	GARAGE/STREETS - TRANSMISSION FLUID, ALL		203.76
225-508150	AUTO VALUE MARSHALL	GARAGE/STREETS - BLACK GLOSS		24.38
225-508201	AUTO VALUE MARSHALL	WATER DEPT - SCOTCH-BRITE		9.60
225-508282	AUTO VALUE MARSHALL	WASTE WATER DEPT - COUPLERS		18.77
225-508481	AUTO VALUE MARSHALL	GARAGE/STREETS - TAPERED ROLLERS, OIL SE		75.30
225-508543	AUTO VALUE MARSHALL	GARAGE/STREETS - WHEEL STUDS & NUTS		3.14
225-508376	AUTO VALUE MARSHALL	POWER HOUSE - PAINT		30.16
2265495966	AUTOZONE, INC.	CUST NO. 11585226 SHOP SUPPLIES		37.01
0358440-IN	BEAVER RESEARCH COMPAN	ACCT NO. CIT123 DEGREASER		478.50
10846940	DR DRAIN CLEANING LLC	SERVICE CALL AT PSB FOR DRAIN 6/12/23		390.00
45507	DUNCAN & ALLEN LLP	CLIENT NO. 003154 SERVICES THROUGH 5/31/		1,058.00
I124550	ERIC DALE HEATING & A/C	CITY HALL SERVICE CALL 5/31/23		947.02
KITS06062023-2	FOI LABORATORIES, INC.	POWER HOUSE FUEL TESTING KITS		62.29
12848	FREDRICKSON SUPPLY, LL	PIRANHA SEWER JET HOSE	2023.276	3,146.61
4777	GOODWIN'S PLUMBING, LL	SERVICE AT STUART'S LANDING 6/7/23		325.00
9731396637	GRAINGER	ACCT NO. 804945673 MILWAUKEE BATTERIES		250.25
D386403-IN	ILLUSTRATUS, DIVISION	ACCT NO. 01-BT508 MARSHALL HOUSE SUBSCRI		96.93
2020-107	KALAMAZOO RIVER WATERS	2023 TMDL FEES		703.00
47253	MARSHALL CUSTOM EMBROI	RP3 VINYL DECALS		480.00
64534	MCNALLY ELEVATOR COMPAN	ACCT NO. MA2391 SERVICE CALL MARSHALL HO		492.00
8	MCSA GROUP, INC.	SERVICES FOR EATON PARK DESIGN 5/1/23 -	2023.092	23,616.75
S5209965.002	MEDLER ELECTRIC COMPAN	CUST NO. 979 LED LAMPS		96.00
23-90048-1	MILLENNIUM	FIBER HAND HOLES FOR GREEN STREET UTILIT		1,635.21
23-90603-2	MILLENNIUM	HAND HOLES FOR GREEN STREET PROJECT		704.02
853433	NYE UNIFORM COMPANY	MARSHALL PD - HUG EMBLEM SEWN ON		25.20
853438	NYE UNIFORM COMPANY	MARSHALL PD - GOODRICH EMBLEM SEWN ON		8.00
119312	O'LEARY WATER CONDITIO	METER OFFICE - MAY & JUNE COOLER & WATER		76.50
4788-358679	O'REILLY FIRST CALL	ACCT NO. 1741510 CLEANER FOR METERS		15.92
2607897	OFFICE 360	ACCT NO. 26140 HAND SOAP, LAMINATING SHE		46.78
2605678	OFFICE THREE SIXTY INC	ACCT NO. 26140 CALCULATOR TAPE		13.19
56748342	POWER LINE SUPPLY	CUST ID: 100402 UNIFORMS - FRED'S		58.00
56748339	POWER LINE SUPPLY	CUST ID: 100402 UNIFORMS - SUNDBERG		73.00
56748340	POWER LINE SUPPLY	CUST ID: 100402 UNIFORMS - SUNDBERG		58.00
00193379	PROGRESSIVE AE	PROJECT NO. 83260007.0 PHASE 1 - SITE PL		7,189.73
141013301	SUMMIT FIRE PROTECTION	CUST ID: MARSHAL367 REPLACED FIRE EXTING		1,460.00
7903-5	THE SHERWIN-WILLIAMS C	ACCT NO. 6731-5519-8 5 GAL PAINT		179.60
14200	TIRE CITY TIRE PROS	NEW TIRE ON DUMP TRUCK		388.49
14208	TIRE CITY TIRE PROS	2012 FORD F-250 VEHICLE INSPECTION		30.00
07743	TRITERRA	MARSHALL HOUSE ENVIRONMENTAL PLAN AND RE	2023.222	4,005.75
INV00036262	USABLUBOOK	CUST NO. 859103 WASTE WATER LAB SUPPLIES		166.70
GRAND TOTAL:				54,699.35

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 07/07/2023 - 07/07/2023
JOURNALIZED
PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
1FWD-376X-67LN	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 LIGHT FIXTURES,		285.49
17TD-YVMF-J3WV	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 MARKERS, FRAMES		35.98
1J7X-Y77F-LJMQ	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1E02 TIE DYE KITS		37.99
34345008	APPLIED CAPITAL, LLC	CONTRACT NO. 132-1753516-000 MRLEC COPIE		117.52
BLU-12402	BLUFISH CONSULTING, LL	2023 MARSHALL BLUES FEST MARKETING MATER		13,494.86
2300029988	CITY OF JACKSON	CUST NO. 000803 SMCJTC SPRING 2023 MEMBE		1,134.42
1323448	CLARK HILL PLC	CLIENT NO. K9950 SERVICES THROUGH 5/31/2		735.00
175268	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES FOR C		158.40
06302023	ELLSAESSER, CARLA	MARSHALL HOUSE RESIDENT DEPOSIT REFUND		374.00
S0015579	EMERGENCY VEHICLE PROD	CUST ID: MARSH PD - VEHICLE REPAIR M2		210.00
07052023	EUBANK, MICHELLE	TRAVEL REIMBURSEMENT FOR MAMC CLERKING 1		521.20
06302023	FREDS, MATT	ARTICLE 32 SECTION 9: MEALS 6/25/23		10.00
23-05382	GARAGE DOORS UNLIMITED	SERVICE CALL AT CITY HALL 6/8/23 (HANDI		175.00
26918687	GREAT LAKES ELECTRIC	MMETER SCHOOL - JINKS, DAN		549.00
27103453	GREAT LAKES ELECTRIC	MMETER SCHOOL - LONG, ANDREW		569.00
20230492	GRP ENGINEERING, INC.	ENGINEERING SERVICES - BROOKS SUBSTATION	2022.046	4,311.12
20230493	GRP ENGINEERING, INC.	ENGINEERING SERVICES - GENERAL MISC SERV	2023.017	2,580.50
07032023	GUILFORD, DAVID	REPAIR CEMETERY PUMP HOUSE	2023.285	5,400.00
06302023	HENRY, JUSTIN	ARTICLE 32 SECTION 9: MEALS 6/25/23		10.00
07072023	HOFFMAN, STEFANI	MILEAGE REIMBURSEMENT FROM JURY DUTY CHE		3.60
07/07/2023	HOWARD, STEVEN	UB refund for account: 3204900033		56.90
4114088	IIX INSURANCE INFORMAT	ACCT NO. 888907 MOTOR VEHICLE REPORTS/AC		50.55
CP161	INTERNAL REVENUE SERVI	BALANCE DUE FOR MARCH 31, 2023 FORM 941		808.66
553	MUELLER, EUNICE	CUSTOMER REFUND FOR GRAND HOTEL MACKINAC		150.00
23-917	ROACH HOME IMPROVEMENT	BUILDING REPAIR AT ATHLETIC FIELD CONCES		2,100.00
761-11100932	STATE OF MICHIGAN	CUST ID: 156863 SAMPLE TESTING FOR HANOV		30.00
170-A	TOP TO BOTTOM TREE SER	TREE REMOVAL AT 516 W. GREEN STREET		1,848.00
170-B	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$132/H	2023.163	3,432.00
12475173	TOTAL FIRE PROTECTION	INSPECTION & MAINTENANCE TO PSB WET SYST		2,035.73
07072023	V & V ASSESSING LLC	ASSESSING SERVICE JULY 2023		4,700.00
06292023	WOW! BUSINESS	ACCT NO. 014226414 FIRE STATION JULY 202		133.53
06242023	WOW! BUSINESS	ACCT NO. 013934621 DPW JUNE 2023		103.93
GRAND TOTAL:				46,162.38

07/12/2023 02:40 PM
User: KWAGNER
DB: Marshall

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 07/11/2023 - 07/11/2023
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PAID

Page: 1/1

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
213316	GOGGIN RENTAL	CUST NO. 67374 RTK TRENCHER 6"X48" WALK	2023.269	26,837.00
GRAND TOTAL:				26,837.00

ITEM: 7.C

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
DATE: July 17, 2023
SUBJECT: **MML WORKERS COMPENSATION FUND TRUSTEE ELECTION**

The City of Marshall participates in the Michigan Municipal League (MML) Workers Compensation Fund, and as a member is entitled to vote on the Board of Trustees. There are six (6) candidates up for election or reelection to hold a four-year term beginning in October of 2023. A biographical sketch is included for your review.

BUDGET IMPACT:

Our annual cost to provide workers' compensation insurance for our employees through the MML is approximately \$94,000.00.

RECOMMENDATION:

Authorize the City Manager to cast votes for all six candidates and submit the ballot to the MML.

To: Members of the MML Workers' Compensation Fund
From: Michael J. Forster, Fund Administrator
Date: June 26, 2023
Subject: Fund Trustee Election

Dear Fund Member:

Enclosed is your ballot for this year's Board of Trustees election. Three appointees have agreed to seek election to their first term, as well as three incumbent Trustees seeking re-election. You may also write in one or more candidates if you wish.

A brief biographical sketch of the candidates is provided for your review.

I hope you will affirm the work of the Nominating Committee by returning your completed ballot in the enclosed return envelope, no later than August 11th. Alternately, you may complete your ballot online:

Go to www.mml.org. At the top of the page, hover over *Programs & Services* and select *Risk Management* from the drop-down list. Next, look for the *Jump To* panel and select *Worker's Compensation Fund*. The ballot link is on the next page, in the *Jump To* panel, under *Online Forms*.

The MML Workers' Compensation Fund is owned and controlled by its members. Your comments and suggestions on how we can serve you better are very much appreciated. Thank you again for your membership in the Fund, and for participating in the election of your governing board.

Sincerely,



Michael J. Forster
Fund Administrator
mforster@mml.org



THE CANDIDATES
Four-year terms beginning October 1, 2023



Devin Olson, City Manager, City of Munising

Devin has more than five years' experience as a municipal official, having served as Munising's City Manager since 2014. Devin has also served on MML's Transportation and Infrastructure Committee for three years. Devin is seeking election to his first term. Devin is seeking re-election to his second term.



Adam Smith, Manager/Municipal Executive, City of Grand Ledge

Adam has worked in local government since 2004 and currently serves as the City Manager/Municipal Executive of Grand Ledge. He is chair of the MML's Municipal Services Committee, formerly served six years as City Manager Representative on the Elected Officials Academy Board of Directors, and received the League's Special Award of Merit in 2013. Adam is an active member of Michigan Municipal Executives, having served on its Board of Directors from 2013-2016, and currently serving as its Advocacy Chairperson. He has given workshops on effective Council-Manager relationships. Adam has a Bachelor's Degree in Public Administration and a Master's in Administrative Leadership, both from Central Michigan University; a Certificate in Strategic Foresight from the University of Houston; and is a graduate of the Disney Institute for Leadership Excellence. Adam is seeking re-election to his third term.



David J. Tossava, Mayor, City of Hastings

David has over twelve years' municipal experience and has served as mayor of Hastings for two years. He also serves on the Board of Directors of the Michigan Association of Mayors. David is seeking re-election to his second term.

THE CANDIDATES
Four-year terms beginning October 1, 2023



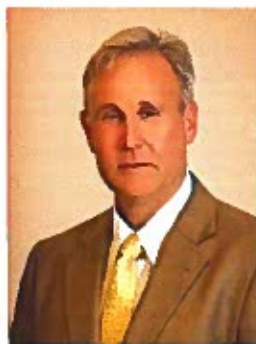
Christine Burns, Manager, Village of Spring Lake

Chris has more than 25 years of experience as a municipal official. She has been the village manager of Spring Lake since 2012, after serving the City of Cedar Springs for more than five years, the Village of Oxford for nearly two years, and the City of Clare for more than 14 years. Chris graduated from Central Michigan University in 1990 with a BS in Business Administration, majoring in Management, earned her MSA in Public Administration from CMU in 2006 (*Fire Up Chips!*), and holds a Certified Master Municipal Clerk designation. She is a member of Michigan Municipal Executives (MME); the International City/County Management Association (ICMA); and the West Michigan Local Government Management Association (WMLGMA). She has served on the MME Board of Directors and as President of the WMLGMA. Chris is seeking election to her first term.



Juan Ganum, Manager, City of Bridgman

Juan has 25 years of experience in local government. He served as the Community Development Director for the City of Niles from 1998 to 2015 and has since served as City Manager for the City of Bridgman. Juan graduated from Michigan State University in 1995 with a BS in Urban and Regional Planning and earned his Masters in Public Administration from Western Michigan University in 2007. He currently serves as the vice-chair of the Michigan Municipal Executives' Ethics Committee and is actively engaged on boards and committees within Berrien County. Juan is seeking election to his first term.



Kevin Klynstra, Mayor, City of Zeeland

Kevin has more than 28 years of experience in local government. He was elected as mayor of the City of Zeeland in 2011 and was most recently reelected in 2021 for his sixth two-year term. Before becoming mayor, he was a member of the Zeeland City Council for 16 years. Kevin serves on several boards and commissions, including the Michigan Association of Mayors (MAM) board, Zeeland's Planning Commission, the Macatawa Area Coordinating Council (MACC), and the West Michigan Airport Authority (WMAA). Kevin is seeking election to his first term.

ITEM: 7.D

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
DATE: July 17, 2023
SUBJECT: **MARSHALL HOUSE PSA THIRD AMENDMENT**

On April 17, 2023, City Council approved the Purchase and Sale Contract with the Gene B. Glick Family Housing Foundation, Inc. for the sale of the Marshall House property. As part of that sale agreement, a forty (40) day feasibility period was included under Article III of the contract to allow the purchaser and its agents to enter the property and perform studies, examinations, inspections and investigations. While significant progress has been made towards that effort, there still remains approval from EGLE on the necessary environmental review that requires more time beyond the allowed 40-day period to investigate to the satisfaction of the buyer.

As both parties strongly wish to continue with the sale and the related due diligence, a Third Amendment to Purchase and Sale Contract is being presented for consideration and approval. The new Purchase and Sale Contract has an extension of the due diligence period until August 31, 2023. While we believe this additional time period will be sufficient, we are requesting that, as part of your approval, you also authorize the City Manager to extend it through the end of October if necessary.

BUDGET IMPACT:

The purchase price is \$9.5 million. Upon finalization of the sale, a recommendation on the use of the proceeds will be provided to the City Council for your approval.

RECOMMENDATION:

Approve the Third Amendment to Purchase and Sale Contract with the Gene B. Glick Family Housing Foundation, Inc. in substantial form and authorize the City Manager and City Clerk to sign the necessary documents and further authorize the City Manager to execute two additional extensions through October 31, 2023 of the feasibility period if necessary to complete the due diligence required of the sale.

**THIRD AMENDMENT TO
PURCHASE AND SALE CONTRACT**

This **THIRD AMENDMENT TO PURCHASE AND SALE CONTRACT** (this "Amendment") is entered into as of this 31st day of July, 2023 (the "Effective Date") by and between the **CITY OF MARSHALL**, a Michigan municipal corporation ("Seller"), and **GENE B. GLICK FAMILY HOUSING FOUNDATION, INC.**, an Indiana nonprofit corporation ("Purchaser").

WHEREAS, Seller and Purchaser entered into a certain Purchase and Sale Contract dated April 18, 2023 as amended (the "Agreement"); and

WHEREAS, the parties now desire to amend the Agreement on the terms and conditions below.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Seller and Purchaser agree as follows:

1. Defined Terms. Any capitalized terms not otherwise defined herein shall have the same meaning in this Amendment as defined in the Agreement.

2. Third Extension of Due Diligence for Certain Matters. The Feasibility Period shall be extended through and including August 31, 2023; provided, however that Purchaser shall only be allowed to terminate in its discretion under Section 3.2 of the Agreement and receive a return of the Deposit for a termination concerning the environmental condition of the Property. Purchaser otherwise waives its right to terminate the Agreement under Section 3.2 of the Agreement.

3. Facsimile Signatures; Execution of Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment. Any or all parties may execute this Amendment by facsimile signature, and any such facsimile signature shall be deemed an original signature.

4. Effect of Amendment. Except as provided for herein, all other terms and conditions of the Agreement shall remain unchanged. This Amendment may only be varied by a document, in writing, of even or subsequent date hereof, executed by the parties hereto.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned parties have executed this Second Amendment as of the Effective Date.

Seller:

CITY OF MARSHALL,
a municipal public corporation

By: _____
Michelle Eubank, Clerk, City of Marshall

Purchaser:

**GENE B. GLICK FAMILY HOUSING
FOUNDATION, INC.,** an Indiana non-profit
corporation

By:  _____
David O. Barrett, President and CEO

**Purchaser's Tax Identification Number/Social
Security Number:**

20-1698926

ITEM: 10.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
DATE: July 17, 2023
SUBJECT: **PA 425 CONDITIONAL LAND TRANSFER REQUEST- PARCEL ID 16-260-006-00 & 16-350-006-00
PUBLIC HEARING AND ENACTMENT**

The City has received a request from the owner of the property identified by parcel ID 16-260-006-00 and 16-350-006-00.

To enter into a Public Act 425 Conditional Land Transfer. A Public Act 425 agreement brings an existing property into the City of Marshall to receive city services and provides for a portion of the collected taxes to be shared with the Township transferring the parcel.

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

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

BUDGET IMPACT:

Based on the property's current taxable value, and current City of Marshall millage rates, the City would collect an additional \$1,565.07 in additional General Fund operating revenue. The Township would receive a portion of this collection as required under the Master PA 425 agreement.

RECOMMENDATION:

Approve Resolution 2023-24, A Resolution Authorizing Execution of Contract for Conditional Transfer of Property under PA 425 of 1984 for property identified by parcel ID 16-260-006-00 and 16-350-006-00 and authorize the City Manager and City Clerk to sign the necessary documents.

**CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2023-24**

**A RESOLUTION AUTHORIZING EXECUTION OF CONTRACT FOR CONDITIONAL
TRANSFER OF PROPERTY UNDER P.A. 425 of 1984**

Minutes of a regular meeting of the Council of the City of Marshall, held on July 17, 2023, at 7:00 PM.

PRESENT:

ABSENT:

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

WHEREAS, Mark Olinyk, Wendy Berry Olinyk, Ronald J. DeGraw and Jayne E. DeGraw, owners of property with parcel ID's of 16-260-006-00 and 16-350-006-00, have petitioned the City of Marshall and Marshall Township for a Conditional Transfer of their property from Marshall Township into the City of Marshall; and

WHEREAS, on February 25, 2006, the City of Marshall Entered into a Master 425 Agreement with the Township of Marshall; and

WHEREAS, on September 15, 2014, the City of Marshall extended this Master 425 Agreement with the Township of Marshall until 2026; and

WHEREAS, on June 24, 2019, the City of Marshall extended this Master 425 Agreement with the Township of Marshall until December 31, 2029; and

WHEREAS, the Master 425 Agreement facilitates the provision of City services, including municipal sewer, water, electric, broadband, police, and fire protection to properties currently within Marshall Township according to terms acceptable to both the Township of Marshall and the City of Marshall; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL that the City Manager and the City Clerk are authorized to execute a Contract for Conditional Transfer of Property identified by parcel ID's 16-260-006-00 and 16-350-006-00 from the Township of Marshall to the City of Marshall; and

IT IS FURTHER RESOLVED, that the Contract for Conditional Transfer shall be in the form of the attached document, subject to changes in form approved by the City Attorney.

Resolution declared adopted this 17th day of July 2023.

Michell Eubank, City Clerk

I, Michelle Eubank, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on July 17, 2023, and that the said meeting was conducted and that the minutes of the meeting were kept and will be or have been made available.

Michell Eubank, City Clerk

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

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

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

WHEREAS, Ronald and Jayne DeGraw and Mark and Wendy Berry Olinyk, the owners of the property described on Schedule 1 attached hereto (“Property”), along with Grand City Capital, the purchasers of the Property, have requested that the City extend sewer and water services to the Property, and

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

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

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

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

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on August 31, 2023.

4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

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

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

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

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
 - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise or rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.

9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.
11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

----- By: -----
Derek N. Perry, City Manager

----- By: -----
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

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

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

_____ By: _____
David Bosserd, Supervisor

_____ By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

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

Notary Public, Calhoun County, MI
My commission expires _____

May 11th, 2023

Derek Perry
City Manager
323 W. Michigan Ave.
Marshall, MI 49068

RE: Parcel ID's 16-260-006-00 & 16-350-006-00, Marshall, MI 49068

Dear Mr. Perry,

Please allow this letter to serve as our approval for current purchaser of parcel ID's: 16-260-006-00 & 16-350-006-00, Marshall, MI 49068 to apply for acceptance into the City of Marshall under the 425 regulatory process. They will require access to city utilities. If there are any questions or if you need anything further, please feel free to reach out.

Sincerely,

SELLERS:

Mark Olinyk

Wendy Berry Olinyk



Ronald J. DeGraw



Jayne E. DeGraw

May 11th, 2023

Derek Perry
City Manager
323 W. Michigan Ave.
Marshall, MI 49068

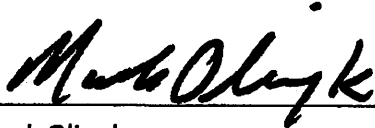
RE: Parcel ID's 16-260-006-00 & 16-350-006-00, Marshall, MI 49068

Dear Mr. Perry,

Please allow this letter to serve as our approval for current purchaser of parcel ID's: 16-260-006-00 & 16-350-006-00, Marshall, MI 49068 to apply for acceptance into the City of Marshall under the 425 regulatory process. They will require access to city utilities. If there are any questions or if you need anything further, please feel free to reach out.

Sincerely,

SELLERS:



Mark Olinyk



Wendy Berry Olinyk

Ronald J. DeGraw

Jayne E. DeGraw

May 11th, 2023

Derek Perry City Manager
323 W. Michigan Ave.
Marshall, MI 49068

RE: Parcel ID's 16-260-006-00 & 16-350-006-00, Marshall, MI 49068

Dear Mr. Perry,

Please allow this letter to serve as a formal request for the parcel located at 16-260-006-00 and 16-350-006-00, Marshall, MI 49068 to apply for acceptance into the City of Marshall under the 425 regulatory process. We intend for these parcels to be developed as a multifamily housing and need access to city utilities. If there are any questions or if you need anything further, please feel free to reach out.

Sincerely,



Joseph Elias

Partner at Grand City Capital

313-999-9518



Calhoun GIS



Map Publication:
06/15/2023 4:54 PM



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FetchGIS

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



Calhoun GIS



Map Publication:
06/15/2023 4:56 PM



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ITEM: 10.B

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Eric Zuzga, Director of Community Services
DATE: July 17, 2023
SUBJECT: SLU #23.03- 902/1102 WEST HANOVER SPECIAL LAND USE

Adam and Keely Rickert have proposed the construction of a self-storage facility at 902/1102 West Hanover Street. Self-storage facilities are a special land use in the I-1 zoning district. The Planning Commission reviewed the Special Land Use at their June 2023 meeting and recommended approval of the request.

The following standards are to be used in considering whether to approve the special land use request:

A. The proposed use shall be in accordance with the City Master Plan and the intent and purpose of this subchapter

The proposed use meets the intent of the subchapter and the city master plan.

B. A documented and immediate need exists for the proposed use within the community.

While there are a few self-storage facilities in the surrounding townships, there is still a demand in the community.

C. The use is compatible with adjacent uses and the existing or intended character of the surrounding neighborhood, and will not have an adverse impact upon or interfere with the development, use or enjoyment of adjacent properties, or the orderly development of the neighborhood.

The use is compatible with the character of the neighborhood and will improve the appearance of the two parcels. No adverse impact on the enjoyment of neighboring parcels or development of the neighborhood is expected.

D. The proposed use shall be designed, constructed, operated and maintained so as to be compatible with the use of adjacent lands.

The proposed project is an improvement on the current vacant lot and the proposed site plan is compatible with adjacent properties. The site has improved access control and eliminates several old driveways on Hanover Street.

E. The proposed use shall be compatible with the natural environment.

There is no expectation that there will be a negative impact on the environment.

F. The proposed use shall be adequately served by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures,

refuse disposal, water and sewage facilities and schools.

There is no expectation that the use will have an impact on the items in this section. Traffic will increase over the current use of the property, but the surrounding streets have the capacity to serve the site. The proposed use will not have any impact on water, sewer, schools, or refuse. The impact on police and fire is expected to be minimal. The storm water plan is under review by the Department of Public Services and will need to meet the requirements of the city ordinance.

G. The proposed use shall not involve activities, processes, materials and equipment or conditions of operation that will be detrimental to public health, safety and welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or unreasonable or offensive odors.

The City Development Review Team found that there would be no detriment to public health, safety, or welfare. There is no expectation that the site will cause unreasonable traffic.

BUDGET IMPACT:

The proposed development would provide an increase in taxes. The exact amount will need to be determined by the Assessor after the project is completed.

RECOMMENDATION:

Approve Special Land Use (SLU#23.02) for the development of storage units at 902/1102 West Hanover Street.

ITEM: 10.C

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Eric Zuzga, Director of Community Services
DATE: July 17, 2023
SUBJECT: **112 N. EAGLE (FORMER DREAMERS BLDG.) OPRA DISTRICT
CREATION**

The City has received a request from Sue Damron to consider granting an Obsolete Property Rehabilitation (OPRA) exemption for 112 North Eagle Street. Ms. Damron is planning to renovate this property into an event center (see attached plans) and house two boutique hotel rooms. The property has sat vacant for many years and is in need of major improvements to make it a viable facility. In our opinion, this facility is the very definition of functionally obsolete.

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

The first step in considering this request is the creation of an OPRA District which requires a public hearing.

BUDGET IMPACT:
None at this time.

RECOMMENDATION:
Approve Resolution 2023-18, A Resolution To Establish An Obsolete Property Rehabilitation District for 112 N. Eagle Street under PA 146 of 2000 and authorize the City Manager and City Clerk to sign the necessary documents.

RESOLUTION 2023-18
RESOLUTION TO ESTABLISH AN OBSOLETE PROPERTY REHABILITATION
DISTRICT FOR 112 N. EAGLE STREET

Minutes of a regular meeting of the Council of the City of Marshall, held on July 17, 2023 at Calhoun County Building in Marshall, MI at 7:00 PM.

PRESENT:

ABSENT:

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

WHEREAS, pursuant to PA 146 of 2000, the City of Marshall has the authority to establish "Obsolete Property Rehabilitation Districts" within the City of Marshall; and

WHEREAS, Sue Damron has filed a written request with the clerk of the City of Marshall requesting the establishment of the Obsolete Property Rehabilitation District for an area in the vicinity of 112 North Eagle Street located in the City of Marshall hereinafter described; and

WHEREAS, the City Council of the City of Marshall determined that the district meets the requirements set forth in section 3(1) of PA 146 of 2000; and

WHEREAS, written notice has been given by mail to all owners of real property located within the proposed district and to the public by newspaper advertisement in the Marshall Advisor and/or by public posting of the hearing on the establishment of the proposed district; and

WHEREAS, on July 17, 2023 a public hearing was held and all residents and taxpayers of the City of Marshall were afforded an opportunity to be heard thereon; and

WHEREAS, the City Council deems it to be in the public interest of the City of Marshall to establish the Obsolete Property Rehabilitation District as proposed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL that the following described parcel(s) of land situated in the City of Marshall, Calhoun County, and State of Michigan, to wit:

MARSHALL CITY, LOWER VILLAGE S 1/2 OF LOTS 1 & 2 BLK 13

be and here is established as an Obsolete Property Rehabilitation District pursuant to the provisions of PA 146 of 2000 to be known as 112 N Eagle Street Obsolete Property Rehabilitation District No. 1.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Marshall, County of Calhoun, Michigan at a regular meeting held on July 17, 2023.

Michelle Eubank
Clerk

**NOTICE OF PUBLIC HEARING
APPLICATION FOR OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE
FOR 112 NORTH EAGLE STREET**

The City Council of the City of Marshall will conduct a public hearing at 7:00 p.m. on Monday, July 17, 2023, at the Marshall County Building, 315 West Green Street, Marshall, Michigan in the Board of Commissioners Chambers Room 3-C08, to hear public comment on the application from Sue Damron for the establishment of an Obsolete Property Rehabilitation District for the property at 112 North Eagle Street for a specified period to be determined by resolution of the City Council.

Following public comment, the City Council will consider an authorizing resolution for the creation of the district. As a part of their deliberations, the City Council will evaluate if the tax exemption is necessary to reduce unemployment, promote economic growth and increase capital investment.

The public is encouraged to make their viewpoint on the matter known at the public hearing or beforehand through letter mailed to the City Clerk's Office, 323 West Michigan Street, Marshall, MI 49068 or electronic mail to meubank@cityofmarshall.com. All communications should be addressed to the City Council. Information on the application and its purpose may be viewed in the City Clerk's Office, Monday-Thursday 9 AM-5 PM and Friday 9AM-Noon. Questions regarding the requested exemption should be directed to: Ed Vandervries, City Assessor, 269-558-0341 or evandervries@cityofmarshall.com.

Michelle Eubank
City Clerk

ITEM: 12.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Eric Zuzga, Director of Community Services
DATE: July 17, 2023
SUBJECT: DREAMERS BUILDING OPRA SET PUBLIC HEARING

Sue Damron has proposed a major renovation of the former Dreamers building to serve as an event center. As part of the project, she is requesting the approval of an OPRA exemption and will be applying for a Community Revitalization Program grant from the MEDC. The MEDC requires that the local community participate at some level in projects that they fund and the OPRA exemption would satisfy this requirement.

The OPRA exemption would freeze the 2023 taxable value for up to 12 years. This incentive allows the property owner to invest in the property and to ease in to the large increase in the taxable value that the renovation would cause. The OPRA policy that staff have developed would authorize a 12-year OPRA exemption for the proposed project.

Council needs to schedule a public hearing for August 7, 2023 to consider the proposed exemption request.

BUDGET IMPACT:

No impact in setting the public hearing.

RECOMMENDATION:

Set a public hearing for August 7, 2023 to consider approval of an OPRA exemption for the proposed Dreamers building renovation.

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

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

PRESENT:

ABSENT:

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

**Resolution 2023-26 Approving Obsolete Property Rehabilitation Exemption
Certificate Application for 112 North Eagle Street**

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

WHEREAS, the City of Marshall legally established the Obsolete Property Rehabilitation District 112 North Eagle Street Obsolete Property Rehabilitation District No. 1 on July 17, 2023, after a public hearing held on July 17, 2023; and

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

WHEREAS, the application was approved at a public hearing as provided by section 4(2) of Public Act 146 of 2000, as amended, on August 7, 2023; and

WHEREAS, the owner is not delinquent in any taxes related to the facility; and

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

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

WHEREAS, the City of Marshall requires that rehabilitation of the facility shall be completed by December 31, 2024; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marshall and hereby is granted an Obsolete Property Rehabilitation Exemption for the real property of 112 North Eagle Street, excluding land, located in 112 North Eagle Street Obsolete Property Rehabilitation District No. 1 at 112 North Eagle Street for a period of 12 years, beginning December 31, 2023, and ending December 30, 2036, pursuant to the provisions of PA 146 of 2000, as amended.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Marshall, County of Calhoun, Michigan at a regular meeting held on August 7, 2023.

Clerk

ITEM: 12.B

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Eric Zuzga, Director of Community Services
DATE: July 17, 2023
SUBJECT: VALLEY VIEW DEVELOPMENT AGREEMENT- NORTHEAST NIA

The City has been working with Allen Edwin Homes (Green Development Ventures) and Matt Miller from Exp Realty on a potential development on vacant property currently owned by Jerry Clifton in the area of Mann, O'Keefe, and Allen Rds. Allen Edwin has a purchase agreement with Jerry Clifton on the purchase of the property with approval of the Development Agreement.

The proposed development covers 27 lots on two cul-de-sacs. The first cul-de-sac, located off of Allen Rd, would be developed by the NIA and include 17 lots. The second phase, located off of O'Keefe, would be developed by Allen Edwin and would include 10 lots. The entire site is undeveloped and would require investment in roads, storm sewer, sanitary sewer, electric, water, and FiberNet infrastructure. We estimate that it will be approximately \$1,400,000 for phase 1 infrastructure.

The Northeast NIA Board reviewed and approved the proposed agreement at its June 20, 2023 meeting. Council approval is the final requirement to move the project forward. With the approved agreement, staff will start engineering on the project and prepare for 2024 construction.

BUDGET IMPACT:

The proposed development and the rest of the revenues from the Northeast NIA would cover the debt service necessary to pay for the extension of infrastructure for the first phase of the proposed development and Forest Street extension.

RECOMMENDATION:

Approve the proposed agreement with Allen Edwin for the Valley View Development Phase 1.

**DEVELOPMENT AGREEMENT- FOREST STREET
GREEN DEVELOPMENT VENTURES**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into as of the date appearing below, by and between the City of Marshall whose address is 323 W. Michigan Avenue, Marshall, Michigan 49068 (“City”), the City of Marshall Northeast Neighborhood Improvement Authority, a Michigan governmental authority, whose address is 323 W. Michigan Avenue, Marshall, Michigan 49068 (“Authority”), and Green Development Ventures, LLC, a Michigan limited liability company, whose address is 2186 Centre Drive, Portage, MI 49024, (“Developer”).

WITNESSETH:

WHEREAS, the City of Marshall did through the process set forth in Public Act 57 of 2018, to create the Authority which has the powers as set forth in Public Act 57 of 2018; and

WHEREAS, the Developer is a limited liability company organized under the Michigan Limited Liability Company Act, 1993 PA 23, as amended (codified at MCL 450.4101, et seq.), and exercising all of the powers provided for therein; and

WHEREAS, the City of Marshall has recognized the need for the development of new residential housing in the City and through its City Council determined that the formation of a Neighborhood Improvement Authority (“NIA”), as authorized Public Act 57 of 2018, is the most appropriate way to encourage the construction of residential housing in order to promote economic growth in the City of Marshall; and

WHEREAS, the use of a NIA will allow the following:

- Use of tax increment financing to complete improvement projects;
- Create a clear plan to improve the designated plan area;
- Encourage home ownership by bringing more people into the area to live, work, and play;

- Encourage property improvements and development, thus increasing the City's tax base; and
- Create an enhanced neighborhood that retains residents;

and

WHEREAS the City of Marshall did adopt the Authority Development and Tax Increment Finance Plan on April 15, 2019 ("Development Plan"); and

WHEREAS the adopted Development Plan includes within its designated area the property known as Briarwood Lane Condominium which is described as follows:

Property located in the City of Marshall, Calhoun County, Michigan, and legally described as:

SECTION 19, TOWN 2 SOUTH, RANGE 5 WEST, BEGINNING AT THE SOUTHWEST CORNER; THENCE NORTH 30.75 FEET; THENCE WEST 32 FEET; THENCE NORTH 131 FEET, EAST 31.54 FEET, NORTH 199.76 FEET TO THE SOUTHWEST CORNER OF LOT 215, PLAT OF EAST DRIVE #8; THENCE EAST 568.45 FEET; THENCE NORTH 278.55 FEET; NORTH 58°07'57" EAST 211.35 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 190.63 FEET, CHORD BEARING SOUTH 36°23'28" EAST 61.45 FEET; THENCE NORTH 39°57'04" WEST 163-4.46 FEET; THENCE SOUTH 71°30'56" WEST 110.75 FEET, SOUTH 872.79 FEET, WEST 920.79 FEET TO POINT OF BEGINNING. EXCEPT BEGINNING AT THE SOUTHWEST CORNER; THENCE NORTH 132 FEET, EAST 100 FEET, SOUTH 132 FEET, WEST 100 FEET TO POINT OF BEGINNING. EXCEPT BEGINNING AT THE SOUTHEAST CORNER OF LOT 207 OF "EAST DRIVE NO. 8", ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR CALHOUN COUNTY, MICHIGAN, IN LIBER 18 OF PLATS, ON PAGE 35; THENCE NORTH 39°57'04" EAST ALONG THE EAST LINE OF SAID LOT 207 A DISTANCE OF 164.46 FEET TO THE NORTHEAST CORNER OF SAID LOT 207; THENCE SOUTH 71°30'56" EAST ALONG THE SOUTH LINE OF LOT 206 OF SAID PLAT, 110.75 FEET TO THE SOUTHEAST CORNER OF SAID LOT 206; THENCE SOUTH 00°07'46" WEST, 55 FEET; THENCE SOUTH 55°38'44" WEST, 197.53 FEET; THENCE NORTHWESTERLY 90 FEET ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 190.63 FEET AND WHOSE CHORD BEARS NORTH 32°08'23" WEST, 89.18 FEET TO THE POINT OF BEGINNING.

Subject to any easements, restrictions, or conditions of record.

Commonly known as: 1002 Mann Road, Marshall, Michigan 49068
Property Tax Identification: 53-003-304-04

Development Property
Phase 1- the following lots 1-17
Phase 2- the following lots 19-28

(the “Development Property ” – a sketch of the Development Property is attached hereto as Exhibit A);

and

WHEREAS, the Development Property, will be subdivided in accordance with Michigan law and correctly zoned under the City of Marshall zoning ordinance to allow for the construction of residential structures; and

WHEREAS, the Development Plan recognizes that the following public infrastructure improvements for phase 1 lots are necessary in order to construct residential structures on the Development Property:

- A street ending in a cul-de-sac that extends from Allen Rd;
- Sanitary Sewer system and Service Leads;
- Stormwater infrastructure and management within the public right-of-way;
- Water mains and service lines- to the curb stop;
- Streetlights;
- Electric primary lines
- Road and other signage;
- Earthwork; - City and Developer agree to work together to segregate site grading costs from roadway and right of way costs in order to use the same Site General Contractor with costs for site grading borne by developer.
- City owned Ultra High-Speed fiber (Fibernet);
- Any normal and customary expenses in regard to any of the items listed above for the Development Property.

(Collectively “public infrastructure improvements”).)

WHEREAS, the following are excluded from “public infrastructure improvements” and shall be the responsibility of the Developer:

- Street ending in a cul-de-sac that extends from O’Keefe (phase 2);
- All other public improvements that are necessary for phase 2;

- Storm water System developed on lot 18; cost will be borne by developer per the above mentioned agreement.
- Any expenses incurred by Developer prior to the date the bid is awarded by the City for public infrastructure improvements are excluded and will be the responsibility of the Developer;
- Developer shall install sidewalks in front of the residential structures constructed by Developer on both sides of the newly constructed streets.
- Electric Services
- Natural Gas
- Cable TV

WHEREAS, the Developer agrees to construct residential structures on the lots within the Development Property as set forth herein; and

WHEREAS, the Authority agrees to finance and construct, or cause to be constructed, the public infrastructure improvements subject to the terms and conditions set forth herein; and

WHEREAS, the Developer agrees to comply with, including but not limited to, all ordinances, resolutions, policies, procedures, building code, International Property Maintenance Codes, fire codes, and other conditions of the City of Marshall relative to the construction of residential homes.

NOW THEREFORE, in consideration of the above recitals, the parties agree as follows:

1. RECITALS. The foregoing recitals are incorporated in and form a part of this Agreement.

2. SCOPE OF PROJECT. The Project is more accurately described in Exhibit A - The Site Plan, but includes undeveloped parcels in the Valley View Condominium development. Developer agrees to and will construct at its sole cost seventeen residential structures on the Development Property. The structures shall be constructed in compliance with the requirements of the Briarwood Lane Condominium Master Deed, as amended, applicable state law, and codes, and City ordinances, including the City of Marshall Zoning Ordinance. Developer will submit proposed plans to the City of Marshall for review, but the parties agree that so long as Developer

complies with City ordinances and the existing City of Marshall Zoning Ordinance, no additional administrative approvals, except standard building permits, are necessary relative to the construction of the structures as set forth herein.

Permits and Fees. Developer acknowledges and agrees that City shall charge and receive from the Developer all building permit fees and inspection fees for all construction activities conducted by the Developer in effect at the time this Agreement is executed. Developer agrees to pay for all water connection fees and sewer capacity charges incurred in connection with the development of the Project, pro rata, at the time of construction of each structure.

Staging Areas. The Developer will place all dumpsters and materials on property owned by Developer and not in the road right of way. Developer will not park or allow to be parked vehicles and construction vehicles within the road right-of-way except for as necessary for deliveries and temporary construction and installation of improvements.

3. COMMENCEMENT OF CONSTRUCTION BY DEVELOPER. Developer will commence construction of the first structure to be located in Phase 1 of the Development Property shall occur prior to or within three (3) months of the completion of the identified public infrastructure improvements and permit approval. Construction on the structures shall continue diligently without work stoppages, until completion. Construction will be considered to have begun at the issuance of building permits by the City of Marshall.

4. SCHEDULE FOR DEVELOPER.

- a. Phase 1- In addition to the first model structure in Project Area A, as set forth in Paragraph 3, Developer will commence construction of an additional five (5) structures in Phase 1 within three months of completion of public infrastructure. Developer will commence an additional six (6) structures within 15 months of completion of public infrastructure. Developer will commence construction of the final five structures in

phase 1 within 27 months of completion of public infrastructure, completing development of Phase 1.

(1) Phase 2- Developer shall have the right to apply for an Additional Development Agreement for Phase II 15 months after the completion of Phase I. In any event, the Developer will develop or cause to be developed, Phase II. Developer will commence construction on five (5) residential structures within three (3) months of completion of the identified public infrastructure improvements. Developer will commence construction of the final five (5) structures within fifteen (15) months following completion of public infrastructure investment.

5. PUBLIC INFRASTRUCTURE IMPROVEMENTS. Authority will, at its sole cost and discretion, provide such of the public infrastructure improvements as determined necessary for the construction of the structures as set forth in this Agreement for Phase 1. The Developer will, at its sole cost, provide all required infrastructure improvements as determined necessary for the construction of structures as set forth in this Agreement for Phase 2.

The parties agree that for the purposes of this Phase 1 Agreement, the Developer will bear the costs for expenses incurred related to public infrastructure improvements that occurred prior to the date of the Authority's bid award for said public infrastructure improvements. Construction of the public infrastructure improvements shall begin as soon as can be reasonably after the completion of required design engineering and receiving required permits and shall be timed such that they will be complete on or before September 1, 2024, or as reasonably practicable.

6. BONDING. To the extent that the Authority issues bonds to pay for some or all of the public infrastructure improvements, Developer agrees to reasonably cooperate in providing information to support the issuance of the bonds.

7. TERM OF AGREEMENT. The term of this Agreement shall be from the date of execution through the term of the bonds. The term of the Agreement may be extended by the mutual written consent of both parties.

8. DEFAULT BY DEVELOPER. Developer shall be deemed to be in default of this Agreement if the Developer fails to comply with any covenants, clauses, provisions, or agreements contained herein and Authority has provided Developer with thirty (30) days written notice of default and the opportunity to cure such default, which shall not exceed (60) days, provided however, that if the Developer can provide evidence that it is actively, diligently, and expeditiously working on curing the default but cannot achieve full cure of the default within the sixty (60) day period, Authority shall grant a mutually agreeable extension of time to cure to Developer. Provided that Developer has been properly served with notice of default to the addresses provided herein, Developer must pay to Authority, within thirty (30) days of the passing of the applicable deadline, liquidated damages in the amount of Two Hundred and 00/100 Dollars (\$200.00) per day for each day that Developer is in default of this Agreement, not to exceed each annual Developer's debt participation payment as set forth in Paragraph 13.

9. UTILITY LIENS AND ASSESSMENTS. In the event that, for any reason whatsoever, the Developer fails to substantially complete the Project, and apply for permits and pay all water and sewer charges required herein, the Developer consents that the equitable portion of any charges and the remaining bond balance at the time of default may be assessed against all property benefiting from such improvements, including the property contained in this Project, by the City Council as a special assessment for public infrastructure improvements.

10. FORCE MAJEURE. Neither City, Authority, nor Developer shall be considered in default of this Agreement to the extent that strict compliance or performance of any obligation, duty, or deadline is prevented by an act of God, fire, or vandalism.

11. CHANGE OF OWNERSHIP INTEREST. Except for mortgages, security interests, or other liens to secure debt granted to Developer in connection with the Development, neither the managing member of the Developer, nor any successor in interest to the managing member of the Developer, may transfer or otherwise change the ownership of the Development Property or transfer, assign or convey its rights, duties, or obligations under this Agreement, without the prior written approval of the Authority. Any such transfer or other change will not release, in any manner, the Developer or Developer's successors in interest, from any obligation under this Agreement, unless the Authority releases the Developer or its successors in interest in writing.

12. ANNUAL UPDATE. Developer agrees that on at least an annual basis, it will provide a presentation to the Marshall City Council and the Authority regarding the status of the construction of the homes pursuant to this Agreement.

13. TAX CAPTURE AND DEVELOPER PARTICIPATION IN DEBT PAYMENT. The Northeast Neighborhood Improvement Authority shall reserve and dedicate captured tax dollars in a given fiscal year towards the annual principal and interest amount requirement on any debt that may be outstanding as of June 30, of each succeeding year. In case that the amount reserved and dedicated is not sufficient to meet the principal and interest payment requirements on the debt, the Developer will be notified on or before August 1st of the amount of payment required, and the Developer shall pay to the Authority the difference between the tax capture and debt payment due in the year at issue to make principal and interest payments as required. A separate accounting shall be maintained of said payments by Developer. In future years when the total tax

dollars captured in a given fiscal year are sufficient to cover the annual principal and interest payment on any outstanding bond debt payment that may be due, the difference between the amount captured and the actual annual bond debt payment shall be reimbursed to the Developer as calculated on an annual basis until any amounts paid by the Developer to cover the bond costs in prior years have been reimbursed to the Developer. This Agreement binds the parties, and their respective successors, representatives, and assigns.

14. LIMITATIONS ON TAX INCREMENT REVENUE. Nothing contained in this Agreement shall be construed to establish any liability on the part of the City or the Authority to reimburse the Developer for any costs or expenses, except to the extent that such costs and expenses are eligible expenses under one or more tax increment financing plans approved by the City and the Authority, and sufficient taxes are actually captured by the City or Authority to pay for such costs and expenses.

15. NO THIRD-PARTY BENEFICIARIES. The Parties acknowledge and agree that this Agreement is made and entered into for the sole benefit of the Parties hereto and their successors and assigns including any lender participating in the financing of the Project, and in no event shall any other person, entity or agency be considered a party to this Agreement or a beneficiary under this Agreement. Accordingly, there are no third-party beneficiaries under this Agreement.

16. DEVELOPER'S INSURANCE AND INDEMNIFICATION.

a) Developer's Insurance. Prior to commencing construction on all or any portion of the development site, Developer shall and Developer shall cause its agents, contractors and subcontractors, (the "Developer Parties") to procure and maintain in full force and effect, at Developer's sole expense, Builders Risk, Commercial General Liability Insurance, Commercial Automobile Liability Insurance, (including coverage for owned automobiles and for non-owned

and hired automobiles), Umbrella or Excess Liability Insurance for the Commercial General Liability Insurance and Commercial Automobile Liability Insurance, Professional Liability as specified herein and any other insurance as may be required from time to time. With the exception of Worker's Compensation and Professional Liability Insurance, each policy must (i) identify the Authority and the City and their respective successors and assigns (collectively, "Developer's Designees") as additional insureds and (ii) include an endorsement providing that coverage in favor of Developer's Designees will not be impaired in any way by any act, omission, or default of Developer, its contractors, employees, agents, representatives, or any other person. All insurance policies required hereunder shall be written as primary policies, not contributing with or in excess of any coverage maintained by the Authority or the City of Marshall. Developer shall provide the Authority and City with a Certificate of Insurance and a copy of the additional insured endorsement at any time upon request. Commercial General Liability Insurance, Commercial Automobile Liability Insurance, Umbrella or Excess Coverage and Worker's Compensation Insurance shall be written with limits of liability not less than those shown below. Builders Risk policies for each portion of the Project will be for the completed value of the structures and the Infrastructure Improvements, either in whole or as component parts of the Project based upon the construction cost.

Builders Risk	As stated above
Commercial General Liability	
i. Each Occurrence	\$1,000,000;
ii. General Aggregate	\$2,000,000 and;
iii. Products/Completed Operations (Aggregate)	\$2,000,000;
Personal and Advertising Injury	\$1,000,000
Commercial Automobile	\$1,000,000 combined single limit

Umbrella	\$5,000,000 each occurrence
Worker's Compensation	Statutory limits
Employer's Liability	\$1,000,000
Limited Pollution	\$1,000,000
Professional Liability	\$1,000,000

Developer shall, and shall cause all Developer Parties to, maintain in effect all insurance coverages required hereunder, at the Developer's sole expense or such Developer Party's sole expense. All insurance is to be issued by companies having a "General Policyholders Rating" of at least "A" and a financial rating of not less than Class XII. All insurance policies shall provide that the coverage afforded shall not be canceled or non-renewed or restrictive modifications added, until at least ten (10) days' prior written notice has been given to each of the Developer's Designees. Developer shall, at least thirty (30) days prior to the expiration of such policies, furnish Authority with renewals thereof. In the event the Developer or Developer Parties fail to obtain or maintain any insurance coverage required under the Agreement, Authority may purchase such coverage and charge the cost thereof to Developer at 125% of the actual costs in order to compensate the Authority for the administrative time involved.

b) General Indemnification. To the extent, and only to the extent, not covered by the proceeds from the insurance policies required to be carried hereunder or under any other agreements between the parties hereto, the Developer agrees that it shall indemnify and hold harmless the Authority and the City from against and from any loss, damage, claim of damage, liability or expense to or for any person or property, whether based on contract, tort, negligence or otherwise, arising directly or indirectly out of or in connection with its acts or omissions in conjunction with the performance of this Agreement so indemnifying, its agents, servants,

employees or contractors; provided, however, that nothing herein shall be construed to require a party to indemnify the other against such party's own acts, omissions, or neglect.

17. NOTICES. Except as otherwise specified herein, all notices, consents, approvals, requests, and other communications (collectively called "Notices") required or permitted under this Agreement must be given in writing and are effective on delivery. Delivery may be effectuated by personal service with receipt obtained; certified mail or first-class mail with delivery proof; or nationally recognized overnight courier delivery service with next business day delivery. Notices must be addressed as follows:

If to the Authority: City Manager
323 W. Michigan Avenue
Marshall, Michigan 49068

With a copy to: City Attorney
323 W. Michigan Avenue
Marshall, Michigan 49068

If to the Developer: Green Development Ventures, LLC
2186 Centre Drive
Portage, MI 49024

With a copy to: Developer's Attorney
Eric Guerin
2186 East Centre Avenue
Portage, MI 49002

18. SEVERABILITY. If any part, term, or provision of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, the validity of the remaining portions and provisions will not be affected and the rights and obligations of the parties will be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid unless it is a material term or provision of the agreement that would significantly alter the

nature of the Agreement. All terms, conditions, responsibilities, duties, promises and obligations of the parties are binding upon the parties, their successors and assigns.

19. LIMITATION OF REMEDIES FOR DEVELOPER, WAIVER. Developer agrees that its sole and exclusive remedy against the Authority or the City of Marshall for any claim arising out of this development, including but not limited to claims arising out of this Agreement shall be to seek and obtain specific performance of the terms of this Agreement including temporary and permanent injunctive relief. All other claims arising out of this Project and this Agreement, whether for breach of contract, tort, or otherwise are waived by Developer. In the event that this Agreement is collaterally assigned to any other party, said party and lender and its successors and assigns shall have as its sole and exclusive remedy specific performance of the terms of this Agreement including temporary and permanent injunctive relief, and shall be deemed to have waived any other claims as specified in this provision. Each party shall be responsible for its individual attorney fees, costs, and expenses, including expert witness fees and expenses, in any proceeding or court action to enforce the terms of this agreement. The award of any monetary relief shall be limited to the amounts owed in accordance with the terms of this Agreement, and the agreements and financing incorporated by reference in the terms of this Agreement in an action for specific performance, including temporary and permanent injunctive relief.

20. ASSIGNABILITY, TRANSFERABILITY, MODIFICATION. This Agreement is not assignable, transferable, or modifiable without the express written agreement of the parties which shall not be unreasonably conditioned, delayed, or denied. The Authority agrees to take reasonable steps necessary to promptly approve any assignment, transfer, or modification provided that any proposed new party to the Agreement agrees to be bound by the terms and conditions herein. Nothing in this Agreement beyond that stated herein shall be construed to hinder, delay, or prohibit the assignment, transferability or modification of this Agreement or prohibit the

Authority's use of reasonable criteria to ensure that the Authority or City of Marshall are not subjected to additional material risk related to the Development as a result of any such assignment, transfer, or modification. If an assignment of this Agreement, including any and all ancillary agreements (to a party other than a state or federally regulated lender or financial services firm with assets in excess of \$1,000,000,000 is requested by Developer prior to the issuance of all Certificates of Occupancy for the Project, reasonable criteria shall be considered by the Authority in order to insure that the proposed assignee has adequate financial strength and capabilities, reputation, experience and expertise and the proposed assignment does not subject the Authority to additional material risk related to the Development. Authority agrees to perform such review within 30 business days of receiving that information reasonably necessary for such review. If an assignment of this Agreement (including any and all ancillary agreements) is requested by Developer after the issuance of all Certificates of Occupancy for the Development, reasonable criteria shall be defined as that criteria necessary to insure that the proposed assignee agrees to be legally bound by the terms and conditions herein. If the Authority properly declines to approve an assignment in accord with the provisions of this section, Developer shall remain obligated to complete its obligations under the Agreement.

21. COUNTERPARTS. This Agreement may be executed in counterparts, each of which is deemed an original document, but together constitute one instrument.

22. GOVERNING LAW AND INTERPRETATION. The laws of the State of Michigan govern this Agreement and the venue for all proceedings in connection with this Agreement shall be Calhoun County, Michigan. The pronouns and relative words used are written in the masculine and singular only. If more than one joins in the execution hereof as Developer or is of the feminine sex or a corporation or limited liability company, such words are read as if written in plural, feminine, or neuter, respectively.

23. HEADINGS. The sections and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the interpretation of the Agreement

24. LEGAL REPRESENTATION. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

25. WAIVER. The failure of either Party to exercise any right given hereunder or to insist upon strict compliance with regard to any provision of this Agreement, at any time, shall not constitute a waiver of such provision or the right by such at any time to avail itself of such remedies as it may have for any breach or breaches of such provision.

26. RELATIONSHIP OF THE PARTIES. The relationship of the Authority and the Developer shall be defined solely by the expressed terms of this Agreement, including the implementing documents described or contemplated herein, and neither the cooperation of the parties hereunder nor anything expressly or implicitly contained herein shall be deemed or construed to create a partnership, limited or general, or joint venture between the Authority and the Developer, nor shall any party or their agent be deemed to be the agent or employee of any party to this Agreement. Under no circumstances shall an agent, employee, or contractor of the Developer, be, nor considered to be, an employee of the Authority or of the City of Marshall.

27. ENTIRE AGREEMENT. The parties agree that this Development Agreement contains the entire terms and conditions between the Authority and Developer and that there are no other agreements, representations, statements, or understandings, which have been relied on by the parties.

28. DRAFTING AND CONSTRUCTION. All parties to this Agreement have participated fully and equally in the negotiation and preparation hereof; therefore, this Agreement

shall not be more strictly construed or any ambiguities within this Agreement resolved against any party hereto.

29. DUE AUTHORIZATION. The Authority and the Developer each warrant and represent to the other that this Agreement and the terms and condition thereof have been duly authorized and approved by, in the case of the Authority, its Board and all other governmental agencies whose approval may be required as a precaution to the effectiveness hereof, and as to the Developer, by the members thereof, and that the persons who have executed this Agreement below have been duly authorized to do so. The parties hereto agree to provide such opinions of counsel as to the due authorization and binding effect of this Agreement and the collateral documents contemplated hereby as the other party shall reasonably request.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date
first set forth above.

WITNESSES:

CITY OF MARSHALL

By _____
Jim Schwartz, Mayor

By _____
Michelle Eubank, City Clerk

CITY OF MARSHALL SOUTH
NEIGHBORHOOD IMPROVEMENT
AUTHORITY

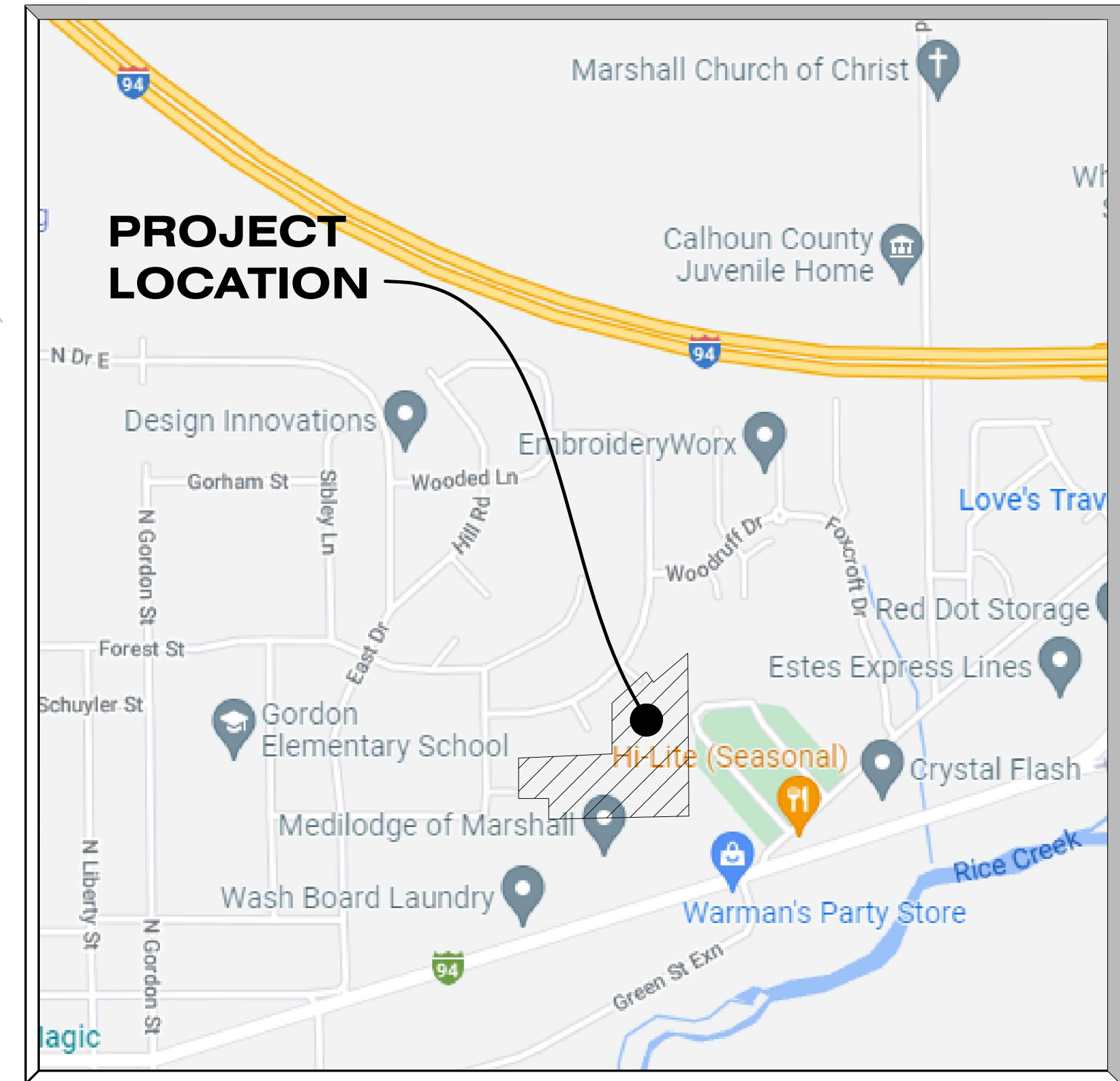
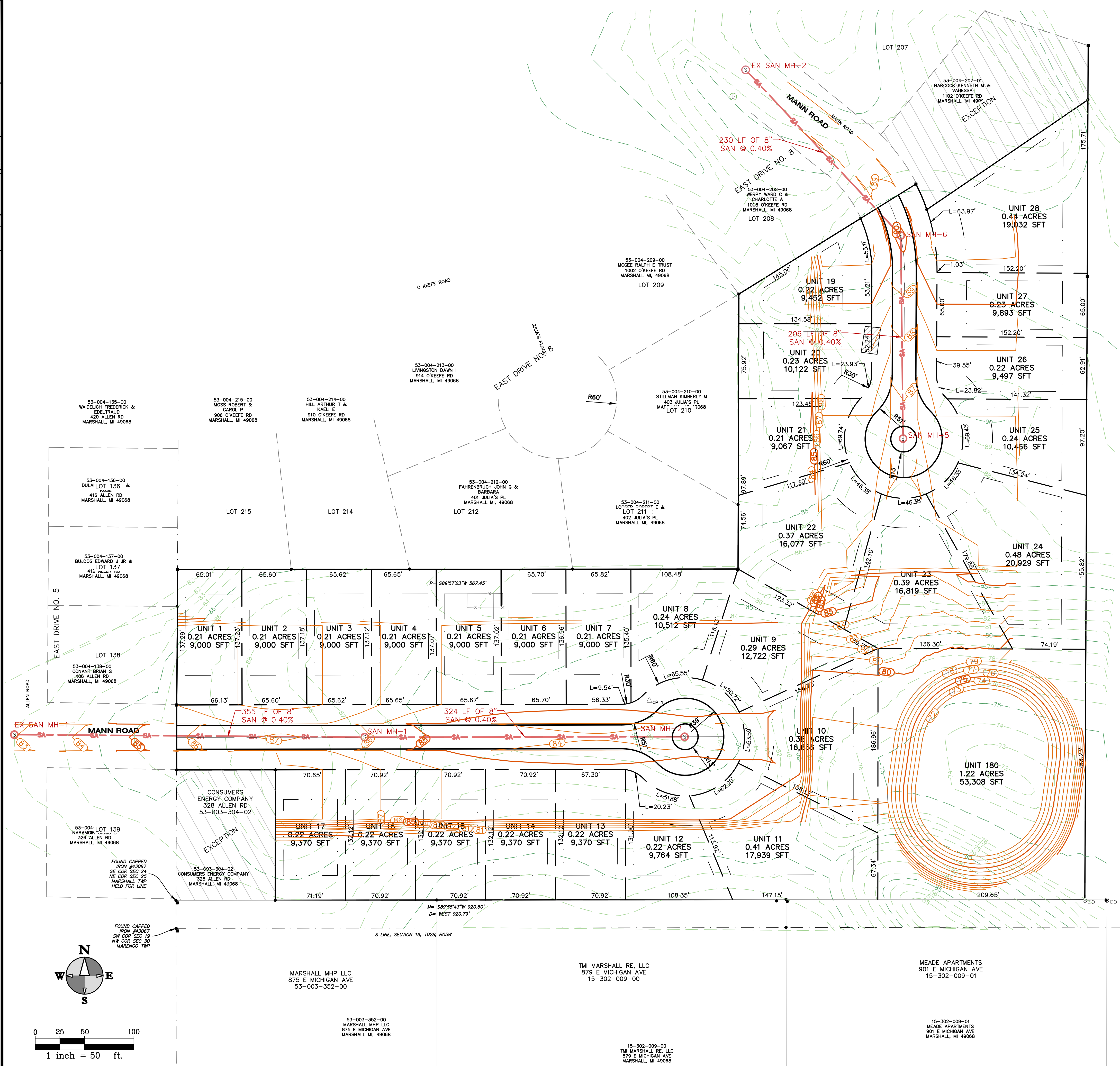
By _____
Scott Wolfersberger, Chairperson

By _____
Tom Larabel, Vice President
Green Development Ventures, LLC

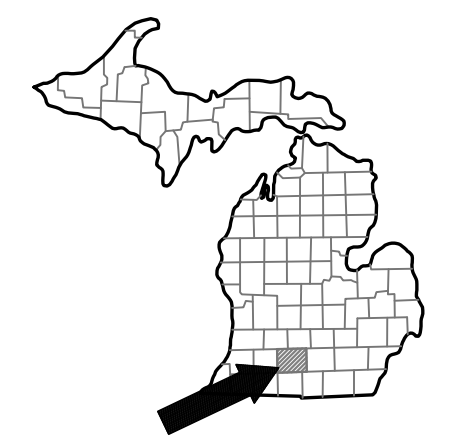
APPROVED AS TO FORM:

By _____
David M. Revore, City Attorney

EXHIBIT A – Proposed Plan for Phase 1



SITE LOCATION MAP
SCALE: 1" = 1000'



ZONING REQUIREMENTS

- MINIMUM LOT FOR SINGLE FAMILY
R-2 = 9,000 SF
- MINIMUM WIDTH
R-2 = 65'
- MINIMUM FRONT SETBACK
R-2 = 30'
- MINIMUM REAR SETBACK
R-2 = 25'
- MINIMUM SIDE SETBACK
R-2 = 8'

SANITARY SEWER STRUCTURE SCHEDULE

STR. #	RIM EL.	DIAM.	CASTING	PIPES IN:	PIPES OUT
EX SAN MH-1	82.98	4'	1040A	8" E: 76.56	
EX SAN MH-2	88.57	4'	1040A	8" SE: 79.90	
SAN MH-1	86.16	4'	1040A	8" E: 78.08	8" W: 77.98
SAN MH-2	84.43	4'	1040A		8" W: 79.37
SAN MH-5	86.55	4'	1040A		8" N: 81.74
SAN MH-6	90.09	4'	1040A	8" S: 80.92	8" NW: 80.82

hurley & stewart, llc
2800 s. 11th street
kalamazoo, michigan 49009
269.552.4960 fax 269.552.4961
www.hurleystewart.com

hurley & stewart

Job No. 22-171D P.M.A.R.P. DTE: DSV 04/04/2023/23
ISSUED FOR REVISIONS:
#1 DESCRIPTION DATE

Sheet Title:
Project:
Client:

01/26/22
Sheet
1
of 1

ITEM: 12.C

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Eric Zuzga, Director of Community Services
DATE: July 17, 2023
SUBJECT: OPRA POLICY

Staff was directed to develop a policy which establishes a process to review Obsolete Property Rehabilitation Act (OPRA) exemption requests. The attached policy was drafted and reviewed by the City Manager, Finance Director, and Director of Community Services. It is being presented to the City Council for their approval and then implementation by staff.

BUDGET IMPACT:

Adoption of a policy will not impact the budget directly. However, the impact of future projects supported by this incentive will need to be weighed by the City Council at that time.

RECOMMENDATION:

Approve the OPRA policy as presented.



Obsolete Property Rehabilitation Act Policy

OVERVIEW

The Obsolete Property Rehabilitation Act (OPRA), Public Act 146 of 2000 (the "Act") allows tax abatements on functionally obsolete or blighted commercial property or commercial housing undergoing rehabilitation or industrial property undergoing rehabilitation from industrial use to commercial or commercial housing use. The Act provides for an exemption from certain taxes. The property must be located in an Obsolete Property Rehabilitation District. Exemptions in Marshall are approved for a period of 6 to 12 years. The State Tax Commission (STC) is responsible for final approval and issuance of OPRA certificates.

INTRODUCTION

It is the policy of the City to use tax abatements to encourage rehabilitation of obsolete property that will facilitate redevelopment, foster job creation, and expand the tax base for the City of Marshall in the long term. It is recognized that this program is a discretionary program and may be utilized to achieve the goals and priorities identified by the Marshall community through various adopted plans at the discretion of the City Council. This policy supports the City of Marshall's Community and Economic Development strategy to identify and facilitate opportunities for clean-up and redevelopment of commercial sites.

QUALIFICATION CRITERIA

Property Eligibility Criteria

In order to be eligible to apply for an OPRA abatement, a property must be located within an Obsolete Property Rehabilitation District and meet both of the following criteria, all as defined in Section 2 of the Act (MCL 125.2782(2)).

1. blighted or functionally obsolete, AND
2. commercial housing property or commercial property

As described above, the establishment of an Obsolete Property Rehabilitation District is generally done upon the petition of property owners within such district. City Council will consider the establishment of such a district upon the submission to the City Clerk of a written request to establish an Obsolete Property Rehabilitation District, signed by 50% or more of the property owners within such proposed district. A district may be comprised of one or more parcels. In order to establish an Obsolete Property Rehabilitation District, the proposed district must:

1. constitute obsolete property in an area characterized by obsolete commercial property or commercial housing property.
2. rehabilitation must not have started before the establishment of the Obsolete Property Rehabilitation District.

Applicant Eligibility Criteria

In order for the City Council to consider an application for an OPRA abatement, the applicant (defined as the individual or entity which owns or proposes to own the property) must meet all of the following criteria:

1. The applicant must have a legal interest in the property for which an abatement is being sought, or must provide documentation evidencing its ability to acquire the property (i.e. binding purchase agreement).
2. The applicant must not be delinquent on any financial obligations to the City.
3. The applicant must not have any outstanding written orders or violations for any property under its ownership that is located in the City.
4. The City Council must have approved the designation of the property in question as an OPRA district.
5. Not have pending or current litigation, including but not limited to property tax appeals, against the City by the applicant or its agents.
6. Before an application which has been approved by the City Council will be forwarded to the State Tax Commission for approval, the applicant shall have filed a completed Michigan Department of Treasury Form 2766 – Property Transfer Affidavit L- 4260 with the City Assessor related to its acquisition of the property. The Property Transfer Affidavit shall be considered incomplete if the purchase price of the real estate is not entered on the form.

Project Eligibility Criteria

In order for the City Council to consider an application for an OPRA abatement, the proposed project must meet the following criteria:

1. The rehabilitation project was not started prior to the City Council's establishment of the Obsolete Property Rehabilitation District.
2. Commercial housing projects must propose a minimum of two (2) units or be part of a mixed-use redevelopment project.
3. There are no delinquent personal property taxes or taxes on the facility or the structure being Renovated.
4. All applicants must be in compliance with the zoning ordinance, have received the necessary approvals, or propose to come into compliance with the zoning ordinance as part of the project.
5. Per 146 of 2000, projects aggregating less than 10% of the true cash value of the property at commencement of the rehabilitation of the obsolete property do not qualify for this program.

TERM

The Act provides that the duration of an OPRA abatement can be from one to twelve

years at the discretion of the City. The City has established a 6-year term as the default for OPRA exemptions. This 6-year standard OPRA exemption will be considered the base level of support for projects that meet the eligibility criteria (above) and the criteria contained in the Act.

Level of Investment

\$250,000-\$500,000	6 Years
\$500,001-\$750,000	8 Years
\$750,001-\$1,000,000	10 Years
\$1,000,001+	12 Years

APPLICATION AND REVIEW PROCESS

1. Applications include the following: Michigan Department of Treasury Form 3674, project proforma, architectural/engineering plans, photos of the existing property, cover letter requesting the exemption and committing to starting the project within a reasonable time, proof of property eligibility, and documentation of property ownership.
2. Applications must be submitted to the City of Marshall via:
 - a. Email: ezuzga@cityofmarshall.com
 - b. By Mail: City of Marshall, 323 West Michigan Avenue, Marshall, MI 49068, C/O Director of Community Services
3. Community Services and Finance staff, with assistance from other City departments as necessary, will review the application for compliance with eligibility requirements, determine whether any City Investment Criteria are met, and provide a recommendation to City Council for the term of the exemption.
4. A fee of \$250 will be charged for processing any application and shall be collected from each applicant prior to review of the application by the City.
5. Publication: Information regarding the project, including location, dollar amount of project, and employment impact, will be published as part of the public hearing notice, by the city.
6. The certification is not effective unless approved by the State Tax Commission.
7. Applications for abatement extensions will not be accepted; a separate application will need to be submitted for non-concurrent projects.

DEVELOPMENT AGREEMENT AND COMPLIANCE

All projects granted an OPRA tax abatement will be required to enter a development agreement. The development agreement will clearly define the responsibilities of the property owner(s) receiving the abatement, and will require annual reporting to the Director of Community Services.

Immediately after the project has been completed, the developer will submit a post-project report to the Community Services and Finance Departments that includes:

1. A description of the finished project, including photos.
2. Actual project costs.

This report will be used to re-evaluate and verify that the developer has received an OPRA exemption of appropriate length. No abatements will be permitted until the project has been completed and the post-project report has been submitted.

A developer will be required, at a minimum, to submit an annual report by December 31st every year that the abatement is in effect. This report will contain information requested by the city necessary to determine whether the project was completed as contemplated in the original application. This information may include:

1. Jobs created
2. Increases in Revenue
3. Investment in the business
4. Estimated property taxes abated and paid

The project must be operated and maintained in compliance with all applicable City codes and ordinances. Complete reporting and compliance requirements will be detailed in the Development Agreement.

TERMINATION OR DEFAULT

If a developer is found to be in default of the terms of the Agreement, in violation of any City code or ordinance related to the property, or with any eligibility requirement contained in the Act or this Policy, the OPRA exemption may be terminated at the City Council's discretion. An OPRA exemption may also be terminated if rehabilitation of the property has not been completed within the time frame agreed upon by applicant and the City, or the operation of the facility is not consistent with the original intent of Act 146, or at any time that the City Council deems termination of the tax exemption in the public interest.

EVALUATION

The Community Services and Finance Department shall provide the City Council with a yearly report on the OPRA Program, which will include, at a minimum, the following:

1. List of projects approved
2. Projected and actual job and investment data
3. Estimated amount of property taxes abated and paid
4. Quantitative analysis of projects achieving one or more City Investment Criteria

The City Council will utilize this information to annually determine the effectiveness of the Policy in achieving the City's Investment Goals. The City Council, at its sole discretion, shall determine whether modifications to this policy are necessary to increase

the effectiveness of its OPRA program in achieving desired outcomes.

WAIVER

The City Council may waive this Policy, or any portion of it, when the Council deems it in the best interest of the City.

ITEM: 12.D

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Eric Zuzga, Director of Community Services
DATE: July 17, 2023
SUBJECT: CITY HALL SERVER REPLACEMENT

Upon completion of their initial system review, VC3 has indicated that the City Hall server is in need of replacement. VC3 has provided a quote for \$38,409 for the replacement of the City Hall server. Ensuring that this server remains operational is extremely important as it serves all departments, outside of the Police Department. The Police Department server is also due for replacement, but is within City staff's purchasing authority.

I asked Scott Wolfersberger to review the proposal from VC3 to ensure that we had an expert review of the proposal. Scott's questions and VC3 responses are as follows:

Q: First and foremost, why do we need to replace VM hosts if the only concerns are about end of support for OS versions running on VMs?

A: Not only are some of the VMs reaching end-of-support but the physical hardware is due for replacement. We recommend replacing hardware every five years.

The police host server is at least 10 years old. It is running three 2019 VMs.
The city host server is 5 years old. It is running three 2012 R2 VMs along with other 2016/2019 VMs.

Q: With the recent migration to Microsoft 365, are VM host servers this size still necessary?

A: The server sizing accounted for email moving to Microsoft 365.

Q: Are there performance and cost-savings opportunities to migrate some of these VMs into Azure?

A: BS&A software now has a cloud-based option but that has a two year migration wait list.

Q: With the WAN connections now available to the city through FiberNet, is there an opportunity to consolidate the city VMs and the PD VMs to a single host?

A: Keeping the two host server setup is best for performance and disaster recovery. The Police

department data location also has to satisfy CJIS/LEIN requirements.

BUDGET IMPACT:

The server replacement was budgeted in the 2023-2024 budget and the price presented was within the amount budgeted.

RECOMMENDATION:

Approve the replacement of the City Hall server by VC3 at a price not to exceed \$38,409.00.



Estimate For

City of Marshall, MI

Eric Zuzga
323 W. Michigan Ave.
Marshall, MI 49068
United States

Phone (269) 781-5183

Fax (269) 781-2878

QUOTE

Number VC3Q26771

Date May 24, 2023

Here is the quote you requested.

From The Desk Of	Phone	Ship Via	Terms
Jon Thelen			Net 15

Line	Qty	Description	Unit Price	Ext. Price
1	1	SuperServer 620P-TRT RAID Configuration Broadcom 3808 [SAS 12, 8 ports] RAID 1 (*OS) -> 2 x 480GB Micron 5400 MAX Series 2.5" SATA 6.0Gb/s Solid State Drive RAID 1 -> 2 x 7.68TB Solidigm SSD D3-S4520 Series 2.5" SATA 6.0Gb/s Solid State Drive RAID 1 -> 2 x 7.68TB Solidigm SSD D3-S4520 Series 2.5" SATA 6.0Gb/s Solid State Drive RAID 1 -> 2 x 7.68TB Solidigm SSD D3-S4520 Series 2.5" SATA 6.0Gb/s Solid State Drive - Supermicro SuperServer 620P-TRT - 2U - 8x 3.5" SATA - 1x M.2 - Dual 10-Gigabit Ethernet - 1200W 1+1 Redundant - 2 x Intel Xeon Silver 4310 Processor 12-Core 2.1GHz 18MB Cache (120W) - 12 x 32GB PC4-25600 3200MHz DDR4 ECC RDIMM - 2 x No DC Persistent Memory Currently Selected - 2 x 480GB Micron 5400 MAX Series 2.5" SATA 6.0Gb/s Solid State Drive - 6 x 7.68TB Solidigm SSD D3-S4520 Series 2.5" SATA 6.0Gb/s Solid State Drive - Broadcom MegaRAID 9540-8i SAS3/SATA 8-Port RAID Controller - PCIe 4.0 x8 - Broadcom NetXtreme 1-Gigabit Ethernet Network Adapter - PCIe 2.0 x4 - 4x RJ45 - Broadcom NetXtreme 10-Gigabit Ethernet Network Adapter P210TP - PCIe 3.0 x8 - 2x RJ45 - Supermicro Update Manager (SUM) (OOB Management Package), included - 2 x AC Power Cord (North America), C13, NEMA 5-15P, 2.1m CAB-AC - Quick-Release Rackmount Mounting Rails - 26.5" to 36.4" (Included) (MCP-290-00053-0N) - Microsoft Windows Server 2022 Standard (24-core) - 18 x Additional 4-core License for Microsoft Windows Server 2022 Standard - 3 Year Advanced Parts Replacement Warranty and NBD Onsite	\$19,837.00	\$19,837.00

***Quotes are Subject to Availability. Prices may vary if substitutions become necessary.
Shipping charges included upon invoice.**

**5815 Clark Rd, Bath MI 48808
1.855.487.4448**

Line	Qty	Description	Unit Price	Ext. Price
Service (Zone 0)				
2	2	Microsoft SQL Server 2022 Standard 2 Core License Pack, CSP	\$3,944.00	\$7,888.00
3	5	Microsoft Windows Server 2022 Remote Desktop Services - 1 Device CAL	\$145.00	\$725.00
4	5	Microsoft Office LTSC Standard 2021 Plus Perpetual	\$451.00	\$2,255.00
5	6	Tripp Lite Cat6 Gigabit Snagless Molded (UTP) Ethernet Cable (RJ45 M/M) PoE Blue 7 ft. (2.13 m) - 7ft - 1 x RJ-45 Male - 1 x RJ-45 Male - Blue	\$4.00	\$24.00
6	48	Professional Services - Fixed Fee	\$160.00	\$7,680.00
7	<i>Project Scope:</i> <i>Install new server to replace the City VMware host (COM-EXSi1). Several virtual servers on this host will reach end-of-support in October 2023. The new Hyper-V server is licensed for SQL Standard, Remote Desktop Services (RDS), and upto 8 virtual servers.</i>			

Please contact me if I can be of further assistance.

SubTotal	\$38,409.00
Tax	\$0.00
Shipping	\$0.00
Total	\$38,409.00

**Quotes are Subject to Availability. Prices may vary if substitutions become necessary.
Shipping charges included upon invoice.*

ITEM: 12.E

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Eric Zuzga, Director of Community Services
DATE: July 17, 2023
SUBJECT: PUBLIC SPACES COMMUNITY PLACES GRANT APPLICATION

The MEDC has created a grant program, Public Spaces Community Places, to assist in community development projects. The program provides a grant of up to \$50,000 which matches donations raised from the local community. Applying for this grant program is part of the funding plan for Eaton Park and we are ready to apply for the program to ensure that the local donations are leveraged to the fullest.

BUDGET IMPACT:

This was part of the funding plan for the first phase of the Eaton Park project. A budget amendment will be required to account for these funds when we receive them later this fiscal year.

RECOMMENDATION:

Authorize city staff to submit a grant application to the Public Spaces Community Places grant program for a \$50,000 grant that would be matched by \$50,000 in local donations.

ITEM: 12.F

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
 Marguerite Davenport, Director of Public Services
 Christy Ramey, Purchasing
 Phil Smith
DATE: July 17, 2023
SUBJECT: MOTOR POOL EQUIPMENT PURCHASES

The motorpool fund, in conjunction with other departments, has been working on replacement of several large pieces of equipment over the last 3 months. The following chart summarizes the equipment proposed for replacement and the proposed new equipment.

Equipment to be Replaced					New Equipment	
Vehicle Number	Description	Primary Use	Owner	Scheduled Replacement	Description	Price
#307	2005 International 4300 Buck Truck	DPW Forestry Work	DPW	2024	Altec Bucket Truck, Freightliner Chasis	\$230,772*
#414	2012 Freightliner Elgin Sweeper	Street Sweeping	DPW	2024	Tymco Model 435	\$277,715
#832	2003 Ditch Witch	Trenching	Electric	2033	Bobcat Mini Excavator	\$63,209.40
#324	2007 International Hi-Ranger Bucket Truck	Line Work	Electric	2022	Altec Overcenter Aerial Device	\$428,178.00*
#113	2001 Dodge Ram	Line Work	Electric	2025	2023 Ford F-250	\$51,436.00

*Final pricing not available until 12 months before shipment. See narrative below.

Proposed Purchases

#307: The Department of Public works completes forestry work within the City's right of way throughout town, the MDOT trunkline right of way, and forestry maintenance on city property and parks. A vital component of forestry is a bucket truck used to trim/remove trees at high elevations. Trimming of dead limbs at high elevations enables the department to keep trees within the right of way healthy and safe for traffic and pedestrians as well as adjacent private property. Removal of large trees in the right of way requires piecemeal removal so that trees do not fall and damage roads, sidewalks, or private property. The proposed replacement unit is a 'stock' unit with an anticipated delivery date of 2025. Due to the extended leadtimes, there is no manufacturer guaranteeing pricing at the time of the order. The current quote outlines an estimated price with a stipulation that final pricing will be available 12 months prior to the scheduled delivery of the unit. If approved, an order will be placed in July, the final pricing is expected in late 2024, and delivery of the unit in late 2025. While waiting for the new unit's arrival, DPW will continue to contribute replacement costs to the motorpool fund in anticipation of any increase in price at the 12 month pre-delivery mark.



#414: The street sweeper is currently 12 years old and has reached the end of its useful life. Sweepers are highly technical and when reaching their useful life, repairs get increasingly expensive and time-consuming. The DPW staff have demoed a couple of different sweeper models and decided on the proposed model because of its smaller size with tighter turning radius while also providing more storage of swept material. The unit is a Regenerative Air System that uses high velocity air to pick up debris. The current sweeper uses a center broom

to push debris to a vacuum nozzle, which results in a less clean surface and dust during the operation. The tighter turning radius will be most beneficial when cleaning city parking lots, smaller cul-de-sacs, and the curb line of Michigan Ave (due to the parking lane bump outs).



#832: The Electric department is proposing to retire the existing Ditch Witch machine and replace it with a mini-excavator unit. The planned useful life of this unit, 15 years, expired in 2018 and the replacement was extended to 2033 based on use and condition at the time. However, over the last several years it has been determined the existing trencher is too large for many of the proposed electric projects. To improve the efficiency of their equipment and reduce rental costs, the Electric department is requesting to replace this unit with the proposed mini-excavator. The proposed purchase is in stock and available immediately. The department plans to utilize it immediately on Green St, Forest St, and Mann Road projects. Additionally, the department is prepared to purchase a walk behind trencher to serve the small trenching needs experienced by the department. That unit is not part of this motorpool request.



#324: The Electric Department's bucket truck was scheduled for replacement in FY 2022. City staff started the specification and bidding process late that fiscal year and discovered many challenges with bidding for these trucks as the pricing at the time of purchase is not guaranteed and the lead time is 24+ months. After significant work and communications with other electric utilities, staff have landed on a unit that is available under the MiDeal contracts. Unfortunately, there is no manufacturer guaranteeing pricing at the time of the order due to the long lead times. The current contract outlines an estimated price with a stipulation that final pricing will be available 12 months prior to the scheduled delivery of the unit.



#113: This 22-year-old vehicle is in desperate need of replacement due to rusting floor boards and several mechanical issues. The Electric department continues to use the vehicle and it is imperative for the operations of the line crew. The useful life of this unit expired in 2016 but the replacement was extended due to uncertainty about future needs and electric fund limits on spending at the time. The replacement unit is immediately available and on hold pending purchase approval with the approved MiDeal Ford dealer due to a canceled order.



BUDGET IMPACT:

Motorpool Fund: \$622,722 is budgeted in the FY24 Capital Outlay Budget. The replacement of Unit 113 at \$51,436 will be charged against the fund. The remaining budget will be used to replace two DPW dumptrucks yet this fiscal year.

Major/Local Streets: The purchase of the street sweeper was not budgeted in funds Major and Local street funds for FY2024. A budget amendment in the amount of \$83,000 is needed from 202 fund balance and 124,500 is needed from 203 fund balance to support the purchase of unit #414. These amounts were determined based on the ratio of major to local streets (40% Major / 60% Local). The fund balance in fund 202 is \$823,443.11 and the fund balance in fund 203 is \$1,610,509.41.

Electric Fund: The purchase of the new mini-excavator to replace the current trencher/excavator (unit 832) was not budgeted in the Electric Fund for FY2024. The Capital Outlay budget has \$1.5 million allocated and we would use \$63,209.40 of that budget for the purchase of the mini-excavator. Revenue from the sale of the current trencher/excavator would also be used to offset the cost of the purchase.

RECOMMENDATION:

- Approve the replacement of the DPW street sweeper (unit 414) at the cost of \$227,715 to be funded from the major street fund in the amount \$124,500 and the local street fund in the amount of \$83,000.
- Approve the replacement of the Electric Department trencher/excavator (unit 832) at the cost of \$66,054 to be funded from the Electric fund.
- Approve the replacement of the Electric Department truck (unit 113) at the cost of \$51,436 to be funded from the Motor Pool fund.
- Approve the placement of a build order for the Public Works Department bucket truck (unit 307) and the Electric Department bucket truck (unit 324) to be funded in future FY budget anticipated at FY 25 or 26.

ITEM: 12.G

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Michelle Eubank, City Clerk
DATE: July 17, 2023
SUBJECT: COUNTY SPONSORED EARLY VOTING CENTER

In November of 2022, Michigan voters passed proposition 2022-2. Part of this proposition called for the creation of 9 days of early voting for all state and federal elections. On June 28, 2023 legislation passed both houses of the state legislature with laws on the implementation of early voting. While this bill and other election related bills are awaiting the Governor's signature, the city must start preparing for the implementation of early voting for the Presidential Primary election, currently set for February 27, 2023.

The legislation as passed by both the house and senate gives municipalities 3 options for the implementation of early voting: host early voting solely for your municipality, enter into a multi-municipality agreement, or partner with the county, if they choose to offer their assistance.

Hosting our own early voting site would give us the most control of the situation, but would also have us incur the most amount of work as well as the highest cost. The issue of finding a consistent site for 9 days, which includes 2 mandatory weekends, is a concern. Additionally, finding election inspectors to staff nine 10 hour days will be difficult. Cost is another consideration. For our most recent election in May of 2023, we sent an invoice for over \$5,000 to the taxing jurisdiction we hosted the one-day election for. While some of these expenses, such as the tabulator programming, are one-time expenses, nearly half of that cost is labor. I would expect, for 9 days of voting, to spend no less than \$5,000 per election just on staffing. This cost estimate does not take into account time spent by the clerk and deputy clerk to administer the election on a daily basis.

We have been approached by neighboring municipalities to host an early voting center if the county does not offer one. While we would take on the bulk of the burden, the work load to an extent and cost would be shared amongst all municipalities in the agreement. If we hosted the early voting center, we would still have the burden of finding the location and implementing the terms of the agreement. The day to day work at the actual center, as well as the costs, would be equally shared, eliminating some of the burden.

We have received a letter from the county, stating that they are formulating plans to offer county wide early voting center(s). This option creates the least amount of burden on our staff, and potentially will be the most cost effective, depending on the number of other municipalities entering into an agreement with the county.

While there still may be changes to the legislation, at this time, I believe the best option for our

municipality is to sign the letter of intent to partner with the county on early voting. This does not hold us to any agreement at this point, but does offer us this option to pursue once an official agreement is presented.

BUDGET IMPACT:

There is no budget impact for signing the letter of intent.

RECOMMENDATION:

Authorize the City Manager and City Clerk to sign the letter of intent to partner with the Calhoun County Clerk for Early Voting.

ITEM: 12.H

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
DATE: July 17, 2023
SUBJECT: FIBERNET STATIC IP ADDRESS FEE

A Static Internet Protocol (IP) address is a 32-bit number assigned to a computer or device as an address on the internet much like a physical street address. Currently we only provide static IP addresses if the customer is utilizing our commercial tier rates. In some instances, a commercial customer may require more than what is provided in their current rate class, or a residential customer has a need for an IP address. In that instance, our rate structure only allows us to offer the higher tier commercial rate as an option, which often deters them from taking the service.

We are recommending that we offer a static IP address for all rate and tier classes at a cost of \$10 per month after reviewing what other internet service providers are offering. For those rate classes that already include IP addresses, no additional fee would be charged unless they require more than what is provided per the rate class. As an example, the Tier 3 commercial is a 300 Mbps service that includes up to 5 useable static IP addresses in a block. If they required a sixth, they could add one for an additional \$10 per month.

FiberNet currently has a pool of ~500 addresses, which we anticipate will last for 7-10 years based on current usage in our service area. If we need to purchase additional addresses, they are available on the market. Additionally, a new IP address protocol will be entering the marketplace in the near future and will allow for many more to be available worldwide.

BUDGET IMPACT:

By offering the static IP address to all rate classes, we anticipate an increase in revenue to the FiberNet Fund.

RECOMMENDATION:

Approve the modification to the FiberNet rate schedule to include a \$10 static IP monthly rate.

ITEM: 12.I

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
DATE: July 17, 2023
SUBJECT: **MARSHALL HOUSE PILOT ORDINANCE INTRODUCTION AND SET PUBLIC HEARING**

As a condition of the sale of the Marshall House property, a 4% PILOT Ordinance was to be adopted by the City to allow for a service charge in lieu of property taxes. This is allowed as a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its citizens of low income and to encourage the development of such housing in accordance with the State Housing Development Authority Act of 1966 (1966 PA 346, as amended, MCL Section 125.1401 *et seq.*)

An ordinance to that effect has been developed and has been reviewed by both parties. We are recommending that the ordinance be introduced tonight and a Public Hearing be set for August 7, 2023.

BUDGET IMPACT:

Currently, the Marshall House does not generate property tax revenue for the City or other local taxing units as it is owned by the City. If the PILOT is approved, approximately \$17,000 would be generated on an annual basis to be disbursed to the various taxing units including the City.

RECOMMENDATION:

Introduce Ordinance 2023-10, An Ordinance to provide for a service charge in lieu of taxes for a multiple family dwelling project for low income persons and families to be financed with a federally-aided mortgage loan pursuant to the provisions of the state housing development authority act of 1966 (1966 pa 346, as amended; mcl 125.1401, et seq) (the "act") and Set a Public Hearing for August 7, 2023.

**CITY OF MARSHALL
ORDINANCE #2023-10**

AN ORDINANCE TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR A MULTIPLE FAMILY DWELLING PROJECT FOR LOW INCOME PERSONS AND FAMILIES TO BE FINANCED WITH A FEDERALLY-AIDED MORTGAGE LOAN PURSUANT TO THE PROVISIONS OF THE STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966 (1966 PA 346, AS AMENDED; MCL 125.1401, ET SEQ) (THE "ACT").

THE CITY OF MARSHALL, MICHIGAN ORDAINS:

SECTION 1. Short Title.

This Ordinance shall be known and cited as the "City of Marshall Tax Exemption Ordinance-Marshall House."

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its citizens of low income and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the State Housing Development Authority Act of 1966 (1966 PA 346, as amended, MCL Section 125.1401 *et seq.*) The City of Marshall ("City") is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for persons and families of low income is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing project that is acquired with financing extended in reliance on such tax exemption.

The City of Marshall acknowledges that the "Sponsor" (as defined below) has offered, subject to receipt of a Mortgage Loan, to own and operate the Housing Development (defined below) to serve Low Income Persons and Families (defined below), and that the Sponsor has offered to pay the City on account of the Housing Development an annual service charge for public services in lieu of all *ad valorem* property taxes.

SECTION 3. Definitions.

- A. Authority means the Michigan State Housing Development Authority.
- B. Act means the State Housing Development Authority Act, being Public Act 346 of 1966, of the State of Michigan, as amended.

C. Contract Rents/Annual Shelter Rents means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities.

D. Housing Development means that certain development commonly known as Marshall House, which is located at 200 East Spruce Street in Marshall, Michigan, which development contains a significant element of housing for persons of low or moderate income and elements of other housing and commercial, recreational, industrial, communal, and educational facilities that the Authority determines improve the quality of the development as it relates to housing for persons of low or moderate income.

E. Low Income Persons and Families means persons and families eligible to move into a housing project.

F. Mortgage Loan means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the acquisition and/or permanent financing of the Housing Development, and secured by a mortgage on the Housing Development.

G. Sponsor means Gene B. Glick Family Housing Foundation or its affiliate, and any successor owner of the Housing Development that receives or assumes a Mortgage Loan.

H. City means the City of Marshall.

I. Utilities means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the Housing Development.

SECTION 4. Class of Housing Projects.

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan. It is further determined that the Housing Development is of this class.

SECTION 5. Establishment of Annual Service Charge.

The Housing Development and the property on which it is located shall be exempt from all *ad valorem* property taxes from and after of enactment of this Ordinance. (Or, commencement of construction or rehabilitation.) The City acknowledges that the Sponsor has established the economic feasibility of the Housing Development in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the Housing Development for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's

offer to acquire and operate the Housing Development, the City agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. Subject to receipt of a Mortgage Loan, the annual service charge shall be equal to 4% of the Contract Rents/Annual Shelter Rents.

SECTION 6. Contractual Effect of Ordinance.

Notwithstanding the provisions of Section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary hereunder, to provide tax exemption and accept payments in lieu thereof as previously described, is created by enactment of this Ordinance. Failure of the Sponsor or its successor in interest to operate and maintain said Housing Development so as to be eligible for a payment in lieu of taxes as provided in this Ordinance, or a judicial determination of a material violation of the Act or regulations of the Authority shall be deemed to be a violation of this Ordinance and default hereunder. Notice of such violation shall be provided to the Sponsor and the Authority and, if not cured within thirty (30) days after the date of Notice, the City may revoke or repeal the Ordinance pursuant to Section 9 below.

SECTION 7. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the Housing Development that is tax exempt, but which is occupied by other than Low Income Persons and Families shall be equal to the full amount of the taxes which would be paid on that portion of the Housing Development if the Housing Development were not tax exempt.

SECTION 8. Payment of Service Charge.

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before March 31st of the following year, prorated for the first year, payable on or before March 31, 2024, as applicable. The Sponsor shall verify Contract Rents/Annual Shelter Rents with a statement of profit and loss or other form of financial documentation. Payment of the service charge in lieu of taxes after March 31st shall be subject to an additional monthly service charge of 0.5% on the unpaid balance. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq*).

SECTION 9. Duration.

This Ordinance shall remain in effect and shall not terminate so long as the Housing Development shall remain subject to the Mortgage Loan. The City further reserves the right, in the event of noncompliance by the Sponsor, to revoke or repeal this Ordinance in accordance with the Act.

It is further the intent of the Parties that in the event Housing Development is sold, transferred, or refinanced by the Sponsor or a related entity of the Sponsor, this Ordinance shall remain in full force and effect and without further action by the Sponsor or the City to otherwise change, alter or amend this Ordinance. Furthermore, this Ordinance shall not be terminated in event of foreclosure or deed in lieu of foreclosure of a Mortgage Loan and any subsequent transfer of the Housing Development.

SECTION 10. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

SECTION 11. Inconsistent Ordinances.

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

SECTION 12. Code Edits.

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

SECTION 13. Publication.

This Ordinance shall be published in the Marshall Chronicle, a newspaper of general circulation in the City of Marshall qualified under state law to publish legal notices, within ten (10) days after its adoption. This Ordinance shall be recorded in the Ordinance Book and such recording shall be authenticated by the signature of the Mayor and the City Clerk.

SECTION 14. Effective.

This Ordinance be effective publication upon the expiration of 7 days after publication.

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

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

Motion by

Second by

Ayes:

Nays:

Absent:

Approved:

James Schwartz, Mayor

STATE OF MICHIGAN
COUNTY OF CALHOUN

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

Michelle Eubank, City Clerk

Introduced:

Public Hearing:

Adopted:

Published:

Effective:

ITEM: 13.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: James Schwartz, Mayor
Derek N. Perry, City Manager
DATE: July 17, 2023
SUBJECT: **BOARD OF REVIEW APPOINTMENT**

Section 8.06 of the City Charter prescribes that the Board of Review shall be composed of three qualified electors of the city who shall meet the eligibility requirements for elective officers contained in Section 2.02(a) and who, during their term of office, shall not be city officers or employees or be nominees or candidates for elective city office.

The Mayor, subject to approval by the City Council, shall appoint the members of the Board of Review to two (2) year terms beginning at noon on January first of even numbered years.

Current Board of Review members include Georgia Marsh and Desmond Kirkland. As we are in need of a third, we are recommending the appointment of Carol Paul, as she has expressed an interest in serving. She has completed the Boards and Commissions Application form for your review.

BUDGET IMPACT:

Members of the Board of Review are compensated \$100 annually.

RECOMMENDATION:

Approve the appointment of Carol Paul to the Board of Review with a term ending on January 1, 2024.



CITY OF MARSHALL BOARDS & COMMISSIONS APPLICATION

Your interest and willingness to serve the City of Marshall is appreciated. The purpose of this application is to provide the Mayor and Council with basic reference data and information pertaining to residents being considered for appointment to a City board or commission. The information supplied on this form will be available for the Mayor and Council and may be used for their deliberation concerning such appointments.

Date 7/11/23

Applicant Name CAROL S PAUL

Address 343 HIGH ST. - MARSHALL

Home Phone 269-832-8597 Work Phone —

E-Mail Address tom.paul.paul@comcast.net

How long have you lived in the City of Marshall? 10 years

Education HIGH SCHOOL 12

Community Experience and Affiliations: —

HOME TOUR - GARDEN CLUB - & TOUR
MEMBER OF MANY CHURCH COMMITTEES

Please specify the Board/Committee sought: BOARD OF REVIEW

Why would you like to serve in this capacity? Include experience or expertise relevant to board or committee for which you are applying.

VOLUNTEERED BY FRIEND

—

—

—

—

Can you commit to attend all meeting: Yes or ☒ No

Please feel free to attach a resume, brief bio, hobbies, former committee work, etc.