

# CITY COUNCIL AGENDA

## Work Session

December 9, 2023 at 9:00 AM



- 1) **CALL TO ORDER**
- 2) **ROLL CALL**
- 3) **APPROVAL OF THE AGENDA** -Items can be added or deleted from the Agenda by City Council action.
- 4) **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.
- 5) **REPORTS AND RECOMMENDATIONS**
  - A. **MARSHALL HOUSE PSA EXTENSION**
  - B. **2024-2030 CAPITAL IMPROVEMENT PLAN (CIP)**
  - C. **2023 ACTION PLAN REVIEW & 2024 ACTION PLAN PRESENTATION**
- 6) **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.
- 7) **ADJOURNMENT**

MAYOR: Jim Schwartz   CITY MANAGER: Derek N. Perry  
COUNCIL MEMBERS: Joe Caron, Theresa Chaney-Huggett, Jacob Gates,  
Ryan Traver, Ryan Underhill, Scott Wolfersberger  
Training Room, 323 W Michigan Ave, Marshall, MI 49068

# ITEM: 5.A

## ADMINISTRATIVE REPORT

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**TO:** Honorable Mayor and City Council  
**FROM:** Derek N. Perry, City Manager  
**DATE:** December 9, 2023  
**SUBJECT:** **MARSHALL HOUSE PSA EXTENSION**

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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. Since that time, City Council has authorized additional extensions as the environmental work and the HUD HAP transfer is yet to be concluded.

As we approach the end of 2023, we are in need of an additional extension as both parties strongly wish to continue with the sale. A Seventh 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 January 31, 2023, and an extension of the outside closing date until March 31, 2024. While we believe this additional due diligence 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 March 31, 2024, to coincide with the outside closing date 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 Seventh Amendment to Purchase and Sale Contract with the Gene B. Glick Family Housing Foundation, Inc. subject to review by the City Attorney 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 March 31, 2024, of the feasibility period if necessary to complete the due diligence required of the sale.

**SEVENTH AMENDMENT TO  
PURCHASE AND SALE CONTRACT**

This **SEVENTH AMENDMENT TO PURCHASE AND SALE CONTRACT** (this "Amendment") is entered into as of this 31st day of December, 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. Seventh Extension of Due Diligence for Certain Matters. The Feasibility Period shall be extended through and including January 31, 2024; 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. Extension of the Closing Date. The Outside Closing Date shall be extended through and including March 31, 2024. The parties acknowledge that (i) such extension shall not require Purchaser to deposit any additional Earnest Money, and (ii) that the Deposit, along with the Additional Earnest Money Purchaser deposited with the Title Company pursuant to the Fifth Amendment to Purchase and Sale Contract, shall be refundable in the event of a termination by Purchaser under Section 2 above or as otherwise allowed in the Agreement.

4. 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.

5. 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 Seventh Amendment as of the Effective Date.

**Seller:**

**CITY OF MARSHALL,**  
a municipal public corporation

By: \_\_\_\_\_  
Derek N. Perry, City Manager, 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