CITY COUNCIL AGENDA

Regular Meeting

March 18, 2024 at 7:00 PM

1) **CALL TO ORDER**
2) **ROLL CALL**
3) **INVOCATION** Brandon Crawford of Grace Baptist 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- March 4, 2024
     Regular Session - March 4, 2024
   - B. **City Bills**

Purchases 3/1/2024	$201,328.14
Purchases 3/8/2024	$201,627.75
TOTAL	**$402,955.89**

   - C. **SPECIAL EVENT REQUEST - STEP OUT OF DARKNESS**
   - D. **SPECIAL EVENT REQUEST- 2024 MEMORIAL DAY PARADE**
   - E. **SPECIAL EVENT REQUEST- BLUESFEST**
   - F. **MARSHALL HOUSE PSA TENTH 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.
11) **OLD BUSINESS**
12) **REPORTS AND RECOMMENDATIONS**
    - A. **MDOT BRIDGE PROGRAM APPLICATION - S MARSHALL AVE BRIDGE OVER RICE CREEK**
    - B. **COST SHARING AGREEMENT- 725 US HWY 27 NORTH UTILITY EXTENSION**

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

C. **MEDC GRANT FOR MASTER PLAN, ECONOMIC DEVELOPMENT, AND MARKETING PLANS**

D. **SENIOR MILLAGE GRANT REQUEST-DART**

E. **RTAP REIMBURSEMENT GRANT REQUEST- DART**

F. **MARSHALL COMMUNITY FOUNDATION MOMENTUM GRANT REQUEST- COMMUNITY ENGAGEMENT SOFTWARE (SPIDR TECH)**

13) **APPOINTMENTS / ELECTIONS**

A. **MARSHALL DISTRICT LIBRARY BOARD REPRESENTATIVE APPOINTMENT**

B. **ZONING BOARD OF APPEALS APPOINTMENTS**

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

15) **COUNCIL AND MANAGER COMMUNICATIONS**

16) **ADJOURNMENT**

CITY COUNCIL MINUTES

March 4, 2024

Work Session - 6:00 PM

1) CALL TO ORDER

IN A REGULAR SESSION held on Monday, March 4, 2024 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 Schwartz, Caron, Chaney-Huggett, Gates, Traver, Underhill, Wolfersberger

Also Present: Manager Perry and Clerk Eubank

Absent: None

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

None

4) DISCUSSION ITEMS

A. WATER AND WASTEWATER RATES

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

None

6) ADJOURNMENT

The meeting was adjourned at 6:34 pm.

Respectfully submitted by,

Michelle Eubank
City Clerk

CITY COUNCIL MINUTES

March 4, 2024
Regular Meeting - 7:00 PM

1) CALL TO ORDER

IN A REGULAR SESSION held on Monday, March 4, 2024 at 7:00 PM in the Council Chambers of City Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Schwartz.

2) ROLL CALL

Roll was called:

Present: Mayor Schwartz, Caron, Chaney-Huggett, Gates, Traver, Underhill, Wolfersberger

Also Present: Manager Perry and Clerk Eubank

Absent: None

3) INVOCATION

4) PLEDGE OF ALLEGIANCE

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

Moved by Scott Wolfersberger, supported by Joe Caron to approve the agenda as submitted. On a voice vote: **Motion carried.**

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

Barry Wayne Adams of W Green St offered public comment.

7) CONSENT AGENDA

Moved by Scott Wolfersberger, supported by Ryan Traver to approve the consent agenda as presented. 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.

A. City Council Minutes

Work Session - February 20, 2024
Regular Session - February 20, 2024

B. City Bills

Purchases 2/16/2024	$123,013.55
Purchases 2/23/2024	$1,687,406.87

Purchases 3/5/2024	$259,691.95
Total	**$2,070,112.31**

C. RUEBEN RACE SPECIAL EVENT

D. OAKLAWN COLOR CLASSIC 5K AND FUN RUN SPECIAL EVENT

E. MARKET ON MAIN SPECIAL EVENT

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. FIRE CODE ORDINANCE AMENDMENT

Mayor Schwartz opened the public hearing at 7:12 pm.
Barry Wayne Adams of W Green St spoke during the public hearing.
Mayor Schwartz closed the public hearing at 7:16 pm.

Moved by Jacob Gates, supported by Ryan Underhill to enact Ordinance 2024-01, an Ordinance to Amend The City Of Marshall Code Of Ordinances, Pursuant To The Authorization Set Forth In Section 3(K) Of The Michigan Home Rule Cities Act (MCL 117.3), Adopts The International Fire Code, 2021 Edition, published by the International Code Council as the fire code for the City of Marshall and direct the clerk to publish the ordinance in full. 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.

B. FIRE PROTECTION AND EMERGENCY SERVICES COST RECOVERY; FIRE INSPECTIONS ORDINANCE AMENDMENT

Mayor Schwartz opened the public hearing at 7:19 pm.
Barry Wayne Adams of W Green St spoke during the public hearing.
Mayor Schwartz closed the public hearing at 7:22 pm.

Moved by Scott Wolfersberger, supported by Theresa Chaney-Huggett to enact Ordinance 2024-02, An ordinance to amend the City of Marshall Code of Ordinances, pursuant to the authorization set forth in section 3(k) of the Michigan Home Rule Cities Act (MCL 117.3), PA 33 of 1951, MCL 41.806a; MCL 41.810(2)(a); to delete “emergency fire department services; charges"; to establish “fire protection and emergency services cost recovery; fire inspections”; and amend City Code Section 95-15, et. Seq.; to repeal

any ordinance inconsistent therewith; and direct the clerk to publish the ordinance in full. 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.

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

A. PLANNING DOCUMENTS PROPOSALS- MASTER PLAN, NON-MOTORIZED PLAN, PARKS & RECREATION PLAN, ECONOMIC DEVELOPMENT, MARKETING PLAN

Moved by Joe Caron, supported by Jacob Gates to accept the proposals from Progressive AE for the completion of a new Master Plan, Non-Motorized Plan, Parks & Recreation Plan, Economic Development Plan, and Marketing Plans in the amount of $149,749 and authorize the City Manager and City Clerk to sign the necessary documents subject to review and approval to form by the City Attorney. 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.

B. SIGN ORDINANCE REVIEW

Moved by Scott Wolfersberger, supported by Joe Caron to approve the sign review project with Progressive AE for the amount of $11,000, 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.

C. TRANSPORTATION AUTHORITY OF CALHOUN COUNTY (TACC) CONSULTANT FUNDING REQUEST

Moved by Jacob Gates, supported by Joe Caron to approve the $25,000 allocation and expenditure from the DART Fund (Fund 588) for the purpose of contracting with a specialized Transit Consultant to assist with the development of the Transportation Authority of Calhoun County 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, Jacob Gates, Ryan Traver, Ryan Underhill
Nays: Theresa Chaney-Huggett

Abstain: None
Motion carried.

D. REPLACEMENT OF ELECTRIC DEPARTMENT SCADA SYSTEM

Moved by Scott Wolfersberger, supported by Joe Caron to award the SCADA System replacement project bid to EN Specialty Services, Warrenville, Illinois, in the amount of $450,640 and authorize the City Manager and City Clerk to sign the necessary agreements. 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.

E. PROPOSED FIVE-YEAR ELECTRIC RATE PLAN

13) APPOINTMENTS / ELECTIONS

14) PUBLIC COMMENT ON NON-AGENDA ITEMS

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Barry Wayne Adams gave public comment.
Martin Erskine gave public comment.

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

The meeting was adjourned at 8:05 pm.

Respectfully submitted by,

Michelle Eubank
City Clerk

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
11169	ALBION RECORDER & MORN	ACCT NO. 6159 RECRUITMENT AD		144.00
77723	ALEXANDER CHEMICAL COR	CHLORINE, FLUORIDE, AND PERMANGANATE	2024.250	6,178.99
03012024SUMMER	ASTLEFORD, CATHERINE	SUMMER TAX REFUND PARCEL #13-53-003-971-		725.61
03012024WINTER	ASTLEFORD, CATHERINE	WINTER TAX REFUND PARCEL #13-53-003-971-		725.61
225-516389	AUTO VALUE MARSHALL	36 LED GUIDE		250.18
225-516410	AUTO VALUE MARSHALL	AIR FILTERS, OIL FILTERS		71.88
225-516440	AUTO VALUE MARSHALL	36 LED GUIDE W/ FREIGHT		304.57
225-516443	AUTO VALUE MARSHALL	CORD REEL 50 FT		193.49
225-516455	AUTO VALUE MARSHALL	MUFFLER & TAILPIPE BANDAGE		10.18
225-516466	AUTO VALUE MARSHALL	SCOTCH BRITE		14.40
157659	BALTIC NETWORKS	MICROTIK ROUTERS	2024.263	969.90
157579	BALTIC NETWORKS	MICROTIK ROUTERS	2024.263	6,309.50
02/26/2024	BROUGHTON, BRIDGETTE	REIMBURSEMENT FOR CEMETERY PURCHASE CANC		275.00
133950	CARR BROTHERS & SONS,	30 YDS SAND		563.90
5 - CAHILL	CARTER CONSULTING, LLC	CAHILL PAYMENT REQUEST - ADMIN #5		581.25
03012024	CHAPMAN, DANIEL	WINTER TAX REFUND PARCEL #13-53-020-038-		464.40
4182461562	CINTAS CORP	UNIFORM SERVICES - ELECTRIC & FIBER 2/6/		55.11
4182461530	CINTAS CORP	UNIFORM SERVICES - POWER HOUSE 2/6/24		98.39
4182461561	CINTAS CORP	UNIFORM SERVICES - WASTE WATER 2/6/24		65.63
4182461582	CINTAS CORP	UNIFORM SERVICES - WATER 2/6/24		64.85
02262024	CITY OF MARSHALL	PETTY CASH FOR USPS ADDITIONAL POSTAGE		4.00
9057	COOK/JACKSON CONTRACTO	CEILING TILES FOR CITY HALL		417.60
181413	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES		257.98
181439	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES		387.02
181440	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES		129.34
181756	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES		89.78
630769	DARLING ACE HARDWARE	BATTERIES		19.58
630929	DARLING ACE HARDWARE	ELECTRIC TAPE		6.99
631105	DARLING ACE HARDWARE	DOOR HOLDER		15.98
631247	DARLING ACE HARDWARE	FLAT BAR, SPRAY PAINT, ALUMINUM ANGLE		36.97
631285	DARLING ACE HARDWARE	KEY		2.39
631378	DARLING ACE HARDWARE	PVC CEMENT		6.99
0017929	ENG., INC.	S KALAMAZOO AVE IMPROVEMENTS CONSTRUCTIO	2023.282	78.75
0017930	ENG., INC.	CONSTRUCTION ENGINEERING - LEGGITT AND E	2023.226	1,457.50
066552	ENVIRONMENTAL RESOURCE	LAB QA/QC SUPPLIES		803.59
S105333494.006	ETNA SUPPLY	CUST NO. 5277 INVENTORY CURB STOP		625.00
354031	FAIRBANKS MORSE, LLC	GASKETS FOR ENGINES PER QUOTE #Q-14512	2024.093	3,514.52
354193	FAIRBANKS MORSE, LLC	GASKETS FOR ENGINES PER QUOTE #Q-14512	2024.093	136.10
02/29/2024	FRYAR, KATHRYN	UB refund for account: 1500500000		142.18
02232024	GEIGER, MATTHEW	ENERGY OPTIMIZATION - AIR CONDITIONER		200.00
4958203	GENUINE CABLE GROUP	6" SDR RED CONDUIT FOR BLUE OVAL EXTENSI	2024.207	18,528.00
4959278	GENUINE CABLE GROUP	6" SDR RED CONDUIT FOR BLUE OVAL EXTENSI	2024.207	8,685.00
121531758	GLOBAL INDUSTRIAL	CITY HALL DROP BOX		1,328.75
9011029742	GRAINGER	BOLTLESS SHELVING		543.96
9335855519	GRAYBAR ELECTRIC	MATERIALS FOR ELECTRIC LINE EXTENSION TO	2024.231	346.12
9335894815	GRAYBAR ELECTRIC	MATERIALS FOR ELECTRIC LINE EXTENSION TO	2024.231	590.55
IN337200	GREAT LAKES CLEANING S	REPLACED FLOAT VALVE & NOZZLE/CLEANED FL		653.42
178984	IMPACT SOLUTIONS	DOOR HANGERS TEMP OUTAGE		522.06
43819	LAKELAND ASPHALT CORPO	1.62 TONS COLD PATCH		225.18
43844	LAKELAND ASPHALT CORPO	2.10 TONS COLD PATCH		291.90
03012024	MARANA GROUP	ACCT NO. M323 PREPAYMENT FOR DAILY MAIL		500.00
02082024CR	MARSHALL COMMUNITY CRE	CREDIT CARD - CHRISTY RAMEY 0619		981.89
02082024COM	MARSHALL COMMUNITY CRE	CREDIT CARD - CITY OF MARSHALL 0668		38.15
02082024DP	MARSHALL COMMUNITY CRE	CREDIT CARD - DEREK PERRY 0601		565.18
02082024EZ	MARSHALL COMMUNITY CRE	CREDIT CARD - ERIC ZUZGA 0627		258.55
02082024MF	MARSHALL COMMUNITY CRE	CREDIT CARD - MARSHALL FIBERNET 0569		1,399.39
02082024JM	MARSHALL COMMUNITY CRE	CREDIT CARD - JUSTIN MILLER 0593		273.99
02082024KA	MARSHALL COMMUNITY CRE	CREDIT CARD - KRISTOPHER AMBROSE 0635		69.97
02082024MD	MARSHALL COMMUNITY CRE	CREDIT CARD - MARGUERITE DAVENPORT 0018		250.00
02082024ME	MARSHALL COMMUNITY CRE	CREDIT CARD - MARTIN ERSKINE 0551		448.28
02142024	MCGINTY, HITCH, PERSON	CLIENT NO. 4030.001 SERVICES THROUGH 1/3		13,058.40
20240285	MISS DIG SYSTEM INC	2024 MEMBERSHIP FEE/MAINTENANCE FOR STAT		2,356.92
02/29/2024	MOHLMAN, BARRY	UB refund for account: 3003170037		73.18
200007291	MPARKS - MICHIGAN REC	2024 GRAND HOTEL MACKINAC ISLAND TRIP DE	2024.259	250.00
41913048	MSC INDUSTRIAL SUPPLY	HARD HATS		30.52
868756	NYE UNIFORM COMPANY	MARSHALL PD - BROWN VEST REPLACEMENT		1,177.35
868762	NYE UNIFORM COMPANY	MARSHALL PD - GOODRICH VEST REPLACEMENT		1,155.00
868766	NYE UNIFORM COMPANY	MARSHALL PD - POTTER VEST REPLACEMENT		1,155.00
868774	NYE UNIFORM COMPANY	MARSHALL PD - DEKRYGER VEST REPLACEMENT		1,155.00
03012024	OAKLAWN HOSPITAL	PARKING RAMP LEASE DDA - MARCH 2024		2,958.00
2811673	OFFICE THREE SIXTY INC	WHITE BOARD CLEANER		9.98
03012024	PARTY TIME EVENTS LLC	DEPOSIT FOR 2024 BLUES FEST TABLES/TENTS		1,305.00
00196357	PROGRESSIVE AE	GREEN STREET CONSTRUCTION ENGINEERING TH	2024.017	1,171.25
24-0031	QUALITY EXCAVATORS INC	WATER MAIN REPAIR ON VERONA ROAD	2024.243	4,468.00
24-0035	QUALITY EXCAVATORS INC	CONCRETE PATCH AT N. LINDEN STREET & WRI	2024.245	2,432.00
I2571	R&M SERVICE, LLC	KETCHUM PARK BACK FLOW REPAIRS		610.00
I2574	R&M SERVICE, LLC	MRLEC CHECK VALVES & SPRINKLER SYSTEM RE		589.23
3021313	RESCO	1/0 AL KERITE CABLE (2750' LENGTHS)	2024.232	35,330.70
SI-29141	SMART HOMES, INC.	AUDIO & VISUAL UPDATES AT PSB	2024.014	21,832.36

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 03/01/2024 - 03/01/2024
JOURNALIZED
PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
SI-29613	SMART HOMES, INC.	AUDIO & VISUAL UPDATES AT CITY HALL	2024.014	11,433.00
SI-29614	SMART HOMES, INC.	AUDIO & VISUAL UPDATES AT CITY HALL	2024.014	222.50
SI-29615	SMART HOMES, INC.	AUDIO & VISUAL UPDATES AT PSB	2024.014	6,705.00
225972	SPICER GROUP	ENGINEERING SERVICES THROUGH 12/30/23		2,469.75
7398220	TEREX CORPORATION	REPAIRS TO TRUCK #323	2024.260	10,391.22
7401335	TEREX CORPORATION	REPAIRS TO TRUCK #324	2024.260	1,789.16
02232024	TMI COMPRESSED AIR SYS	ENERGY OPTIMIZATION - LEAK STUDY AT C &		1,500.00
204-A	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 2/19/24 - 2/25/2	2024.191	3,657.00
204-B	TOP TO BOTTOM TREE SER	TREE REMOVAL FOR STREET DEPT (N. SYCAMOR		1,104.00
12497849	TOTAL FIRE PROTECTION	ANNUAL SPRINKLER INSPECTION AT PSB		325.00
174184743	ULINE	CASE FOR GRID SENSOR		325.25
03012024	V & V ASSESSING LLC	ASSESSING SERVICES MARCH 2024 & PRINT/MA	2024.104	7,298.75
03/01/2024	VAUGHN, TANNER	UB refund for account: 701710007		90.18
GRAND TOTAL:				201,328.14

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 03/08/2024 - 03/08/2024
JOURNALIZED
PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
02172024	AT&T	ACCT NO. 145970911 MRLEC INTERNET FEB 20		105.69
1740	BC SOUND	2024 BLUES FEST SOUND SYSTEM/EVENT PRODU	2024.270	1,413.75
A647053	BELLEVUE HARDWARE	M18 FUEL 16" CHAINSAW KIT, M18 SEARCH LI		693.45
03052024LBFINAL	CALHOUN COUNTY LAND BA	2023 SUMMER LAND BANK FINAL		172.00
03062024LBFINAL	CALHOUN COUNTY LAND BA	2023 WINTER LAND BANK FINAL		46.68
03062024LBFINAL	CALHOUN COUNTY TREASUR	2023 WINTER LAND BANK FINAL		8.96
03062024IFTFINAL	CALHOUN COUNTY TREASUR	2023 WINTER IFT DIST FINAL		3,097.66
03062024OPRAFINAL	CALHOUN COUNTY TREASUR	2023 WINTER OPRA DIST FINAL		754.47
03052024LBFINAL	CALHOUN COUNTY TREASUR	2023 SUMMER LAND BANK FINAL		21.21
03052024ADFINAL	CALHOUN COUNTY TREASUR	2023 SUMMER DIST AD VALOREM FINAL		28,186.38
03052024IFTFINAL	CALHOUN COUNTY TREASUR	2023 SUMMER IFT DIST FINAL		13,716.51
03052024OPRAFINAL	CALHOUN COUNTY TREASUR	2023 SUMMER OPRA DIST FINAL		1,783.32
03052024WINTADFINAI	CALHOUN COUNTY TREASUR	2023 WINTER AD VALOREM DIST FINAL		9,374.30
03052024WINTADFINAI	CALHOUN INTERMEDIATE S	2023 WINTER AD VALOREM DIST FINAL		12,852.76
03052024OPRAFINAL	CALHOUN INTERMEDIATE S	2023 SUMMER OPRA DIST FINAL		41.52
03052024IFTFINAL	CALHOUN INTERMEDIATE S	2023 SUMMER IFT DIST FINAL		115.45
03052024ADFINAL	CALHOUN INTERMEDIATE S	2023 SUMMER DIST AD VALOREM FINAL		7,671.99
03052024LBFINAL	CALHOUN INTERMEDIATE S	2023 SUMMER LAND BANK FINAL		0.49
03062024OPRAFINAL	CALHOUN INTERMEDIATE S	2023 WINTER OPRA DIST FINAL		41.98
03062024IFTFINAL	CALHOUN INTERMEDIATE S	2023 WINTER IFT DIST FINAL		116.75
03062024LBFINAL	CALHOUN INTERMEDIATE S	2023 WINTER LAND BANK FINAL		0.50
03062024	CB HALL ELECTRIC COMPA	INSPECTION SERVICES 2/1/24 - 2/29/24		850.00
03/08/2024	CHERYL BARNES	UB refund for account: 3811		102.71
2024-01	CITY OF MARSHALL FIREF	HALF OF MHS YEARBOOK AD		100.00
181434	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES		449.20
181848	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES		42.60
181864	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES		359.60
629774	DARLING ACE HARDWARE	PROTECTIVE GLASSES		16.99
630177	DARLING ACE HARDWARE	DUCT TAPE, DROP CLOTH, UTILITY KNIFE, BL		212.88
630242	DARLING ACE HARDWARE	BASKET STRAINER, BRASS ROD		80.96
630224	DARLING ACE HARDWARE	SALT SPREADER		179.99
630281	DARLING ACE HARDWARE	SCRUB SPONGES		3.99
630925	DARLING ACE HARDWARE	BAR AND SAW CHAIN OIL		151.92
631004	DARLING ACE HARDWARE	SPRAY PAINT		27.98
24-7126	ELECTIONSOURCE	ICP & ICX ERPP ANNUAL MAINTENANCE CONTRA		708.00
9021783924	GRAINGER	PAPER TOWELS		180.00
2468332	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT FIRE STATION 2/16/24		42.00
03082024	GROSS, JOHN	INSPECTION SERVICES 2/1/24 - 2/29/24		200.00
LMN4199	GUTTERS R US	MARSHALL HOUSE SALT APPLICATION FEBRUARY		455.00
LMN4182	GUTTERS R US	MRLEC SNOW REMOVAL & SIDEWALK SALTING 20	2024.152	4,526.39
4206576	IIX INSURANCE INFORMAT	ACCT NO. 888907 MOTOR VEHICLE REPORTS/AC		44.80
03052024WINTADFINAI	KELLOGG COMMUNITY COLL	2023 WINTER AD VALOREM DIST FINAL		7,450.07
03052024ADFINAL	KELLOGG COMMUNITY COLL	2023 SUMMER DIST AD VALOREM FINAL		4,497.21
03062024LBFINAL	KELLOGG COMMUNITY COLL	2023 WINTER LAND BANK FINAL		7.13
03062024IFTFINAL	KELLOGG COMMUNITY COLL	2023 WINTER IFT DIST FINAL		4,608.75
03062024OPRAFINAL	KELLOGG COMMUNITY COLL	2023 WINTER OPRA DIST FINAL		599.57
03052024LBFINAL	KELLOGG COMMUNITY COLL	2023 SUMMER LAND BANK FINAL		7.13
03052024IFTFINAL	KELLOGG COMMUNITY COLL	2023 SUMMER IFT DIST FINAL		4,608.79
03052024OPRAFINAL	KELLOGG COMMUNITY COLL	2023 SUMMER OPRA DIST FINAL		599.60
INV047274	KNIGHT WATCH INC.	SERVICE CALL TO MARSHALL HOUSE 9/20/23		469.91
INV048425	KNIGHT WATCH INC.	SERVICE CALL TO MARSHALL HOUSE 8/7/23		498.69
INV051277	KNIGHT WATCH INC.	SERVICE CALL TO MARSHALL HOUSE 2/2/24		385.00
03052024WINTADFINAI	MARSHALL AREA FIRE FIG	2023 WINTER AD VALOREM DIST FINAL		2,850.47
03062024OPRAFINAL	MARSHALL AREA FIRE FIG	2023 WINTER OPRA DIST FINAL		229.41
03062024IFTFINAL	MARSHALL AREA FIRE FIG	2023 WINTER IFT DIST FINAL		1,325.41
03062024LBFINAL	MARSHALL AREA FIRE FIG	2023 WINTER LAND BANK FINAL		2.72
03052024ADFINAL	MARSHALL DISTRICT LIBR	2023 SUMMER DIST AD VALOREM FINAL		4,109.56
03052024OPRAFINAL	MARSHALL DISTRICT LIBR	2023 SUMMER OPRA DIST FINAL		547.93
03052024IFTFINAL	MARSHALL DISTRICT LIBR	2023 SUMMER IFT DIST FINAL		5,349.21
03052024LBFINAL	MARSHALL DISTRICT LIBR	2023 SUMMER LAND BANK FINAL		6.51
02052024-903	MARSHALL HARDWARE, LLC	KNEELING PADS		44.94
02062024-943	MARSHALL HARDWARE, LLC	ANT SPRAY		7.49
02082024-1027	MARSHALL HARDWARE, LLC	WASHERS & NUTS		7.20
02222024-1460	MARSHALL HARDWARE, LLC	SUPER GLUE		4.69
03052024WINTADFINAI	MARSHALL PUBLIC SCHOOL	2023 WINTER AD VALOREM DIST FINAL		34,514.60
03052024ADFINAL	MARSHALL PUBLIC SCHOOL	2023 SUMMER DIST AD VALOREM FINAL		15,138.11
03052024LBFINAL	MARSHALL PUBLIC SCHOOL	2023 SUMMER LAND BANK FINAL		13.80
03052024IFTFINAL	MARSHALL PUBLIC SCHOOL	2023 SUMMER IFT DIST FINAL		3,227.11
03052024OPRAFINAL	MARSHALL PUBLIC SCHOOL	2023 SUMMER OPRA DIST FINAL		1,160.49
03062024LBFINAL	MARSHALL PUBLIC SCHOOL	2023 WINTER LAND BANK FINAL		13.80
03062024IFTFINAL	MARSHALL PUBLIC SCHOOL	2023 WINTER IFT DIST FINAL		3,227.11
03062024OPRAFINAL	MARSHALL PUBLIC SCHOOL	2023 WINTER OPRA DIST FINAL		1,160.49
03042024	MICHIGAN FIRE INSPECTO	2024 MFIS WINTER CONFERECE REGISTRATION		410.00
32388	RAFTELIS FINANCIAL CON	UTILITY RATE STUDY SERVICES 1/1/24 - 1/3	2024.170	7,895.00
03042024	SOARING EAGLE CASINO &	2024 MFIS WINTER CONFERECE LODGING		344.66
03012024	SULLIVAN, SHIRLEY	MARSHALL HOUSE PET & SECURITY DEPOSIT RE		699.00
205-A	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 2/26/24 - 3/3/24	2024.191	3,312.00
205-B	TOP TO BOTTOM TREE SER	TREE REMOVAL FOR STREET DEPT (N. SYCAMOR		1,104.00
INV00279096	USABLUEBOOK	LAB SUPPLIES		1,355.88

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
02282024	WILLSON, DAVID	MARSHALL HOUSE RENT & DEPOSIT REFUND		603.00
02242024	WOW! BUSINESS	ACCT NO. 013934621 DPW FEB 2024		146.70
02292024	WOW! BUSINESS	ACCT NO. 014226414 FIRE STATION MARCH 20		133.78
GRAND TOTAL:				201,627.75

ITEM: 7.C
ADMINISTRATIVE REPORT

TO:	Honorable Mayor and City Council
FROM:	Derek N. Perry, City Manager Marguerite Davenport, Director of Public Services Martin Erskine, Fire Chief Joshua Lankerd, Chief of Police
DATE:	March 18, 2024
SUBJECT:	**SPECIAL EVENT REQUEST - STEP OUT OF DARKNESS**

A special event application has been submitted for a Step out of the Darkness suicide prevention event sponsored by United Steps. The event is scheduled for September 10, 2024 from 3pm to 7pm at the fountain.

The event sponsor is requesting an electrical drop for the event and use of the Fountain Circle. They are requesting no other city services or closures. They will be using candles for luminaries as remembrance items.

BUDGET IMPACT:
The estimated costs for this event are $35, which is less than the $500 non-profit waiver.

RECOMMENDATION:
Approve the Step Out of Darkness Special Event Request for September 10, 2024.

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

Special Events Application

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

Applicant Information

Name of Special Event: STEP OUT OF THE DARKNESS - LUMINARY

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

Mailing/Billing Address: 7035 W 5 POINT HWY.

City/State/ZIP Code: BELLEVUE, MI. 49021

Business Phone: _____ **Cell Phone:** (269) 967-7447

Email Address(es): bslapsinger@gmail.com

Event Information

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

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

1. **Requested day(s), date(s), and time(s) of the Special Event:** TUESDAY SEPTEMBER 10TH 2024
2. **Is there a requested alternative date(s)?** ☐ Yes ☒ No
   If yes, please provide the alternative date(s): _____
3. **Please describe the event(s):** LUMINARY FOR SUICIDE AWARENESS, EDUCATION, AND PREVENTION.
4. **What is the requested location(s) of the event(s):** BROOKS MEMORIAL FOUNTAIN
5. **Does this event require a street closure?** ☐ Yes ☒ No **Street Name:** _____
   Start and End Locations: _____

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

General

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

Public Services

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

Public Safety

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

Alcohol Consumption

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

THIS WILL BE SENT TO YOU FROM UNDERHILL AGENCY

Questionnaire Explanations

Applicant Signature

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

Applicant Signature: Breck Searle

Printed Name: BRECK SEARLE Date: 2-14-2024

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

Hello, my name is Breck Searle and I'm writting to ask permission for a special events permit.
Our non-profit organization United STEPS, (standing together educating & preventing suicide), would like to have use of the park at the Fountain as a peaceful gathering point and host a luminary on Tuesday September 10th, which is Suicide Awareness Day. We would like use of the park from 1pm just to set up a 10x10 awning with flyer's and information about us and suicide prevention and have our luminary at 7:30 pm. We will probably have hand held signs with suicide and mental health "slogans" on them. Nothing derogatory, absolutly nothing racist of of foul nature. We have also planned a walk through town ON THE SIDEWALK at 6pm to 6:30pm and regroup at the Fountain for the lighting of the luminary bags. (non flamable tealights will be used). Our only mission is to raise awarness for those suffering with their mental health and those who are suicide survivors in letting our community know that we are available for helping with their personal needs. We will start the luninary at 7:30pm and conclude by 8:30, having cleared our gathering by 9pm.I thank you for your time in reading this and sincerely hope you will grant this request!
We have event insurance through Farmers Insurance (Ryan Underhill) agency.

Thank you again for your time, Breck Searle, President, United STEPS

You can reach me by phone: (269) 967-7447 or email to:
bslapsinger@gmail.com
Our website is www.united-steps.org

FAX COVER SHEET

TO	City of Marshall
COMPANY	
FAX NUMBER	12697812878
FROM	Cognitive Consultants
DATE	2024-02-14 17:05:54 GMT
RE	Special Events Application

COVER MESSAGE

Step Out of The Darkness - Luminary Application

ITEM: 7.D
ADMINISTRATIVE REPORT

TO:	Honorable Mayor and City Council
FROM:	Derek N. Perry, City Manager Joshua Lankerd, Chief of Police
DATE:	March 18, 2024
SUBJECT:	**SPECIAL EVENT REQUEST- 2024 MEMORIAL DAY PARADE**

A Special Event Application and request was received for the Annual Memorial Day Parade for Monday, May 27th 2024. This event is being organized by the American Legion Stanley E. Lamb Post 79. The event requires the closing of Michigan Ave from Dobbins St. to Liberty St. The road will be closed for line up at 0900hrs, with a ceremony starting at 0930hrs and the parade to follow. The parade follows Michigan Ave to Exchange St and then to Oakridge Cemetery.

This is one of our larger events in the city, requiring many barricades, volunteers, and staff to adequately provide police protection, traffic control, and traffic direction. An application and proof of liability insurance has been provided by the organizers. Staff is working to determine volunteer and staffing levels as we work to complete the operational plan for the event.

The organizers are planning to have around 100 parade entries. The Memorial Day Parade has been a great annual community tradition to honor and remember the men and women who gave their lives serving our country.

BUDGET IMPACT:
City staff are still working on the operational plan and financial impact. However, initial estimates show 28 barricades, six vehicles, and at least ten personnel members are needed for the event, which will last around 1–2 hours. Costs are currently estimated to be $2,100. Actual amounts will be absorbed into each department's existing budget. Any necessary year-end budget adjustments will be brought to the City Council during the 4th quarter budget adjustments.

The City Council has authorized the Memorial Day Parade as a city-sponsored public event, so no entities will be billed for city costs/fees.

RECOMMENDATION:
Approve the May 27, 2024, Memorial Day Parade Special Event Request.

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

Special Events Application

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

Applicant Information

Name of Special Event: Memorial Day Parade

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

Mailing/Billing Address: 110 HIGHFIELD RD

City/State/ZIP Code: MARSHALL Michigan 49068

Business Phone: _____ **Cell Phone:** (269) 986-2875

Email Address(es): CBAKERSTU@GMAIL.COM

Event Information

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

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

1. **Requested day(s), date(s), and time(s) of the Special Event:** May 27th 2024 10:00 AM
   road closed 8:30 - 10:30, ceremony 9:30
2. **Is there a requested alternative date(s)?** ☐ Yes ■ No
   If yes, please provide the alternative date(s): _____
3. **Please describe the event(s):** Memorial day Parade Lead by the American Legion Stanley E. Lamb Post 79
4. **What is the requested location(s) of the event(s):** _____
5. **Does this event require a street closure?** ☐ Yes ☐ No **Street Name:** _____
   Start and End Locations: Redfield Plaza-----~~Oakridge Cemetery~~
   Greenfield to Exchange, 8:30 - 10:30

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

General

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

Public Services

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

Public Safety

18. Does the applicant have any special security or safety concerns? Yes No X
19. Are you requesting assistance from the Police/Fire Departments? Yes X No
20. Will the event include loud or unusual sounds? Yes X No
    a. Musicians Yes No X
    b. Singers Yes No X
    c. Amplified Announcers Yes X No
    d. Carnival Rides Yes No X
    e. Motor Vehicle Noises Yes X No
    f. Other Yes No
21. What are the planned hours for loud or unusual sounds? 10:00 AM--1:00PM
22. Will the event include unusual lighting beyond what is normal at that location? Yes No X

Alcohol Consumption

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

Questionnaire Explanations

6. **Is this event expected to occur again in a future calendar year?** You may ask to reserve a date for a future calendar year with this application. To reserve an event date for a future calendar year, please provide the normal annual event date. ***Note:*** Granting such a reservation does not constitute final approval of the event, but will reserve the same area as granted for the current year, until three months before the reserved date.

7. **An Event Map**—if your event will use streets or sidewalks or will use multiple locations, please attach one or more maps showing the locations requested. Please show any streets or parking lots that you are asking be blocked off or reserved for specific purposes, locations of specific events or objects (carnival rides, bleachers, medical care, exhibits, special parking, pick-up/drop-off areas, etc.), remote parking lots, the actual route of a parade or race, and similar information appropriate to clarify the exact request.

8. **Is your event located within the Downtown Development Authority?** The DDA will be asked to formally support the Special Event prior to the event approval going to City Council. The City believes support and coordination with downtown business is critical to the success of the downtown area. The DDA meets once a month so timing of the application should be adjusted accordingly to allow for both DDA and City Council approval.

9/10. **Does the applicant wish to have control of vending within the festival area?** In some instances, the applicant may be granted control of vending, the applicant is solely responsible for ensuring that all vendors are properly licensed with any appropriate agencies (Health Department). The City of Marshall Fire Department will hold vendors responsible for the National Fire Prevention Association's (NFPA) standards relating to general safety, fuel and power sources, clearances, and operational safety.

11. **Will this event include the use of signs?** If yes, please attach information on the size, content, and location of any requested signs; signs may be shown on the event map or on a separate map, if appropriate. Small directional signs that do not obstruct pedestrian or vehicular traffic may be placed in the event area, during the event, without being included in this application.

12. **Will the event require the hanging of a banner?** Event sponsors can purchase banners to be hung across North Kalamazoo Avenue or Michigan Avenue. The fee to hang a banner is $400. The banner must be 3 or 4-foot by 20-foot in size for North Kalamazoo or 25 to 35-foot in length for Michigan Avenue. For proper hanging the banner must have grommets in each corner as well as along the top of the banner and wind slits throughout the banner. The city will supply the rope for hanging of the banner.

13. **Is the applicant requesting special parking arrangements—such as limiting parking areas to certain groups of users?** If yes, you must coordinate with the Police Chief.

14. **Is the applicant requiring utility connections, such as electric service or water?** If yes, you must coordinate with the Director of Public Services to review what utilities are available in the requested area, and provide a detailed map showing the utilities requested. Requests for electricity will require an *Electric Drop* form to be completed and submitted with the application.

15. **Does the applicant have any other requests for public services, such as street sweeping, mowing, rubbish containers or removal, placement or removal or picnic tables or other fixtures, or cessation of lawn sprinkling?** If yes, you must coordinate with the Director of Public Services to determine if assistance from Public Services is appropriate and available, and provide a description of the services Public Services has indicated it could provide. The applicant will be charged for these services. Any

16. **Do you plan to utilize volunteers to help run the event?** Depending on the scope of the event, volunteers can help reduce the cost of special events for the applicant. The City has limited staff to help with special events and encourages organizers to utilize volunteers as much as possible.

17. **Is your event located at Stuarts Landing Band Shell or Ketchum Park's Cronin Millrace Pavilion?** These two facilities are available for rent. A separate *Park Rental Agreement* for park facilities is required as part of the special event application.

18. **Does the applicant have any special security or safety concerns? Is the applicant requesting assistance from the Police Department in addressing these concerns?** If yes, you must contact the Chief of Police to determine what assistance from the Police Department is appropriate and available, and provide a description of the services the Police Department has indicated it could provide. The applicant will be charged for these services.

19. **Is the applicant requesting assistance from the Police or Fire Departments in addressing these concerns?**
If yes, you must contact both the Police and Fire Chief to determine what assistance from the Departments is appropriate and available, and provide a description of the services the Departments have indicated they could provide. The applicant will be charged for these services.

20. **Will the event include loud or unusual sounds, such as a musicians, singers, amplified announcers, carnival rides, motor vehicle noises beyond those regularly present in the location, etc.?**
If yes, you must please attach information indicating all of these on this application.

20. **Will the event include unusual lighting beyond that regularly present in the location that could have an impact upon occupants of neighboring properties?**
If yes, you must please attach information indicating all of the types of lighting, the location, the beginning and end times, and whether the lighting is constant or intermittent during those times.

21. **Are alcoholic beverages proposed to be served as part of the event?**
If yes, you must advise the Police Department of your intention to serve alcoholic beverages. Approval of the special event does not constitute final approval of service of alcoholic beverages; any necessary approval of a liquor license is a separate process.

25. Please **attach a separate sheet detailing** any aspects of the event that are not specifically addressed in this form but of which the City Council should be aware to make a fully informed decision with regard to approval of the proposed event.

26. The applicant is required to provide $1,000,000 of liability insurance coverage with respect to the event. A Certificate of Insurance, with the City listed as an additional named insured, must be provided to the City Clerk's Office at least one calendar month before the event. **Is the insurance certificate attached?**

The City of Marshall PROHIBITS any and all painting of any city property, including sidewalk and streets. Events of those persons violating this policy will be canceled and not future event will be allowed.

Continue to next page…

Applicant Signature

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

Applicant Signature: Charles C Baker

Printed Name: Charles A. Baker Date: 03/03/2024

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Heather Russell
CHRIS MAYE AGENCY 15151 C DR N MARSHALL, MI 49068	PHONE (A/C, No, Ext): 269-781-2357 FAX (A/C, No): E-MAIL ADDRESS: mnorthe@fbinsmi.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: FARM BUREAU OF MICHIGAN
INSURED AMERICAN LEGION POST 79 PO BOX 517 MARSHALL, MI 49068	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
X	COMMERCIAL GENERAL LIABILITY			GL 2735894-22	8/22/2023	8/22/2024	EACH OCCURRENCE	$ 500,000
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 500,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 1,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)		N/A				E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

DEPARTMENT: AS ADDITIONAL INSURED
The American Legion, Department of Michigan
212 N Verlinden Ave. Ste. A
Lansing, MI 48915
*American Legion Post is a separate entity from the national organization in Indianapolis, IN. In fact, under Federal law [36 USC 21705(5)] the National Organization of the American Legion is legally precluded from controlling or influencing the specific activities and conduct of any post, including this Post.

CERTIFICATE HOLDER

NATIONAL: AS ADDITIONAL INSURED
The American Legion dba American Legion National Headquarters; 700 N. Pennsylvania Street
PO BOX 1055, Indianapolis, IN 46206-1055

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Heather Russell
Chris Maye 4973

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ITEM: 7.E
ADMINISTRATIVE REPORT

TO:	Honorable Mayor and City Council
FROM:	Derek N. Perry, City Manager Marguerite Davenport, Director of Public Services Joshua Lankerd, Chief of Police
DATE:	March 18, 2024
SUBJECT:	**SPECIAL EVENT REQUEST- BLUESFEST**

The Downtown Development Authority has submitted the Bluesfest special event application for June 22, 2024, from 1200 to 2400 hours. As in years past, the event will require closure of Michigan Ave from Eagle Street to Jefferson Street and Eagle Street from Michigan Avenue to Mansion Street. The event sponsor requested electric service, barricades for the street closure, rubbish carts, and street sweeping the morning after the event. As part of the waste control for the event, the black downtown trash cans will be removed for this event and 32 curbside carts will be set in place for spectator use.

In addition to the special event services above, the event has requested suspension of the City's Social District due to the special liquor license received by the event sponsors to support the beer tent sales during the performances.

A map of the proposed event layout is included with this report for reference.

BUDGET IMPACT:
The cost estimate to support this special event is approximately $2,000. A majority of the expenses will occur in the General Fund but since this is a City-sponsored event, the costs to support the event will be absorbed by the respective fund/department providing the service.

RECOMMENDATION:
Approve the Bluesfest Special Event Application for June 22, 2024, from 1200 to 2400, and close the social district for the duration of the event.

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

Special Events Application

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

Applicant Information

Name of Special Event: Marshall Annual BluesFest

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

Mailing/Billing Address: 323 W Michigan Ave

City/State/ZIP Code: Marshall, MI 49068

Business Phone: 269-781-5163 **Cell Phone**: 269-867-1987

Email Address(es): kimber@choosemarshall.com and/or mbeck@commoncitizen.com

Event Information

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

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

1. **Requested day(s), date(s), and time(s) of the Special Event**: Saturday, June 22, 2024 from 12:01pm to 11:59pm
2. **Is there a requested alternative date(s)?** ☐ Yes ☒ No

   If yes, please provide the alternative date(s):
3. **Please describe the event(s):** Music Festival
4. **What is the requested location(s) of the event(s):** Downtown Marshall, on Michigan Avenue between Eagle St and Jefferson St and on Eagle St between Mansion St and Michigahn Ave
5. **Does this event require a street closure?** ☒ Yes ☐ No **Street Name**: Michigan Ave and N Eagle St

   Start and End Locations: On Michigan Avenue from Eagle St to Jefferson St intersections, and on North Eagle St between Mansion St and Michigan Ave

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

General

6. Is this event expected to occur again in a future calendar year? Yes X No
Normal Annual Date? 4th Sat in June

7. Have you included a map indicating the location of your event?* Yes X No

8. Is your event located within the Downtown Development Authority? Yes X No

9. Does the applicant wish to prohibit vending within the event area? Yes X No

10. Does the applicant plan to include vending as part of this event?* Yes X No

11. Will this event include the use of signs? Yes No X

12. Will the event require the hanging of a banner? Yes X No

13. Is the applicant requesting special parking arrangements, such as reserved parking?* Yes No X

Public Services

14. Is the applicant requiring utility connections, such as electric or water services?* Yes X No

15. Does the applicant require other public services? Yes X No

a. Barricades Yes X No
b. Fencing Yes X No
c. Street Sweeping Yes X No
d. Mowing Yes No X
e. Rubbish Containers Quantity: All of them Yes X No
f. Picnic Tables Yes No X
g. Cessation of Lawn Sprinklings Yes No X
h. Other _____ Yes No
i. Map including indicating location of these services?* Yes X No

16. Do you plan to utilize volunteers to help run the event? Yes X No

17. Do you plan to rent a park facility for the event? Yes No X

Public Safety

18. Does the applicant have any special security or safety concerns? Yes X No

19. Are you requesting assistance from the Police/Fire Departments? Yes X No

20. Will the event include loud or unusual sounds? Yes X No

a. Musicians Yes X No
b. Singers Yes X No
c. Amplified Announcers Yes X No
d. Carnival Rides Yes No X
e. Motor Vehicle Noises Yes No X
f. Other _____ Yes No X

21. What are the planned hours for loud or unusual sounds? 1pm to 11pm

22. Will the event include unusual lighting beyond what is normal at that location? Yes No X

Alcohol Consumption

23. Are alcoholic beverages proposed to be served as part of the event? Yes X No

24. Will you be utilizing a LLC regulated boundary? Yes X No

25. Are you using the Social District for outdoor alcohol consumption? Yes No X

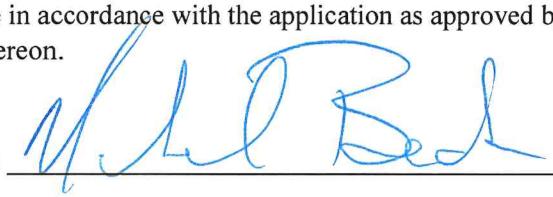
26. Have all necessary liquor licenses been obtain at the time of this application? Yes No X

27. Does the applicant have any other requests that are not listed in this form? Yes No X

28. The applicant is require to provide $1,000,000 of liability insurance coverage with respect to the event; have you attached a Certificate of Insurance listing the City of Marshall as an additionally insured? Yes No X
(the City provides this since it is a City event)

Applicant Signature

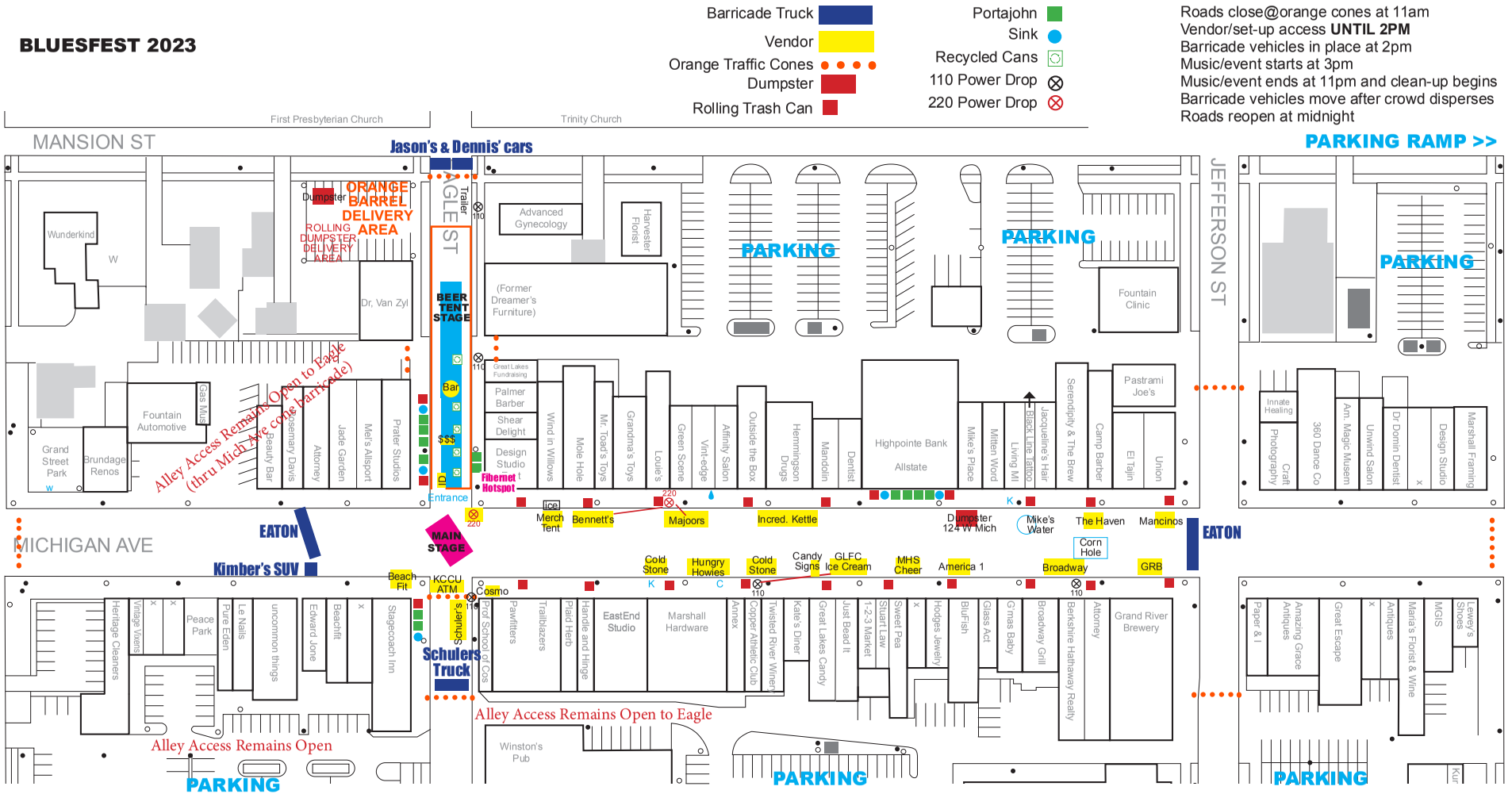
I hearby affirm that the information is true to the best of my knowledge and belief, and agree that the applicant will be responsible for making certain that the event follows the ordinances, rules, and regulations of the City of Marshall and that the event takes place in accordance with the application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

Applicant Signature: 

Printed Name: MICHAEL BECK Date: 03/13/2024

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

BLUESFEST 2023



ITEM: 7.F

ADMINISTRATIVE REPORT

TO:	Honorable Mayor and City Council
FROM:	Derek N. Perry, City Manager
DATE:	March 18, 2024
SUBJECT:	**MARSHALL HOUSE PSA TENTH 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 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 certain matters that require more time beyond the allowed period to investigate to the satisfaction of the buyer.

As both parties strongly wish to continue with the sale and the related due diligence, the Tenth Amendment to the Purchase and Sale Contract is being presented for consideration and approval. The proposed Purchase and Sale Contract has an extension of the due diligence period and closing date until June 30, 2024.

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 Tenth 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.

TENTH AMENDMENT TO
PURCHASE AND SALE CONTRACT

This **TENTH AMENDMENT TO PURCHASE AND SALE CONTRACT** (this "Amendment") is entered into as of this 31st day of March, 2024 (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. Tenth Extension of Due Diligence for Certain Matters. The Feasibility Period shall be extended through and including June 30, 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 June 30, 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 Tenth 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

ITEM: 12.A
ADMINISTRATIVE REPORT

TO:	Honorable Mayor and City Council
FROM:	Derek N. Perry, City Manager Marguerite Davenport, Director of Public Services
DATE:	March 18, 2024
SUBJECT:	**MDOT BRIDGE PROGRAM APPLICATION - S MARSHALL AVE BRIDGE OVER RICE CREEK**

The engineering department is preparing to submit a funding application to MDOT's Local Bridge Program. The proposed project is replacement of the South Marshall Avenue Bridge over Rice Creek. This bridge needed emergency repairs to the structure and railing in the summer of 2019 and requires permanent replacement to remain operational. The city will work with ROWE Professional Services to complete the Bridge Program funding application.

ROWE has completed a replacement estimate totaling $2,965,000. The city would be responsible for 5% ($150,000) of construction costs and 100% of design and construction engineering fees, which are estimated at $450,000. The total contribution from the city would be $600,000 if we are approved for funding by MDOT. This Bridge Program application is for MDOT's fiscal year 2027.

BUDGET IMPACT:
Funding for the City's estimated $600,000 portion of the project would need to be added to the Major Street Capital Improvement Plan for the 2026-2027 fiscal year during the next CIP planning period.

RECOMMENDATION:
Approve Resolution 2024-05, A Resolution Authorizing the South Marshall Avenue Bridge Replacement through the Local Bridge Program, and authorize the City Manager and City Clerk to sign the necessary documents.

CITY OF MARSHALL, MICHIGAN
RESOLUTION #2024-05

RESOLUTION AUTHORIZING FOR SOUTH MARSHALL AVENUE BRIDGE REPLACEMENTTHROUGH THE LOCAL BRIDGE PROGRAM

At a regular meeting of the City Council of the City of Marshall, Michigan, held in the Council Chambers, Town Hall located at 323 W. Michigan Avenue, Marshall, Michigan, on the 18th day of March 2024 at 7 p.m.

PRESENT:

ABSENT:

MOTION BY:

SUPPORTED BY:

WHERE AS, the City of Marshall is preparing a Local Bridge Program Funding Application for the replacement of the S. Marshall Avenue Bridge over Rice Creek, and

WHERE AS, the City of Marshall may be eligible for a maximum of up to 95 percent participation from Federal and/or State sources, and

WHERE AS, the condition of the bridge listed below has deteriorated to such an extent that replacement is necessary and

WHERE AS, the budget of the City of Marshall will not allow replacement of this bridge without additional funds from other sources.

THEREFORE, BE IT NOW RESOLVED that the City of Marshall request local bridge program funds for replacement of the S. Marshall Avenue over the Rice Creek Bridge for the year 2027.

IN TESTIMONY WHEREOF, I have herunto set my hand affixed seal of said City of Marshall, this the _____ day of _____ A.D., 2024.

AYES:

NAYES:

ABSTAINED:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)

COUNTY OF CALHOUN) ss:

I, the undersigned, the fully qualified Clerk of the City of Marshall, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Marshall at a regular meeting held on the 18th day of March 2024, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this 18th day of January 2024.

_____

Michelle Eubank, City of Marshall City Clerk

Dated:

ITEM: 12.B
ADMINISTRATIVE REPORT

TO:	Honorable Mayor and City Council
FROM:	Derek N. Perry, City Manager Marguerite Davenport, Director of Public Services
DATE:	March 18, 2024
SUBJECT:	**COST SHARING AGREEMENT- 725 US HWY 27 NORTH UTILITY EXTENSION**

Family Bible Church has completed installation of public water infrastructure to serve an expansion of their facility located at 725 US Hwy 27 North. The water infrastructure was approved during the site plan review of the expansion in 2022. During this process the City water department worked with the developer to determine the best way to expand service to the new building. It was determined that additional watermain be installed within the right of way of F Drive North. The watermain necessary for the development was 8-inch in diameter, but the City's planning documents identified that area as needing 12-inch watermain for future growth. Therefore, the City requested the watermain be 12-inch and agreed to fund the difference in construction costs between the 8-inch and 12-inch watermains and necessary fittings, valves, etc.

The watermain has now been installed and final costs realized.The portion of infrastructure to be funded by the City totals $32,625. A cost sharing agreement has been developed and approved by the governing body of the developer.

BUDGET IMPACT:
The city share of the infrastructure costs, $32,625, will be expensed from the Water Fund capital outlay line item 591-900-970.00

RECOMMENDATION:
Approve the attached cost sharing agreement utility extension for 725 US Hwy 27 North, in substantial form, and authorize the City Manager and City Clerk to sign the necessary documents.

COST SHARING AGREEMENT

UTILITY EXTENSION

THIS COST SHARING AGREEMENT ("Agreement") is entered into as of the date appearing below, by and between the City of Marshall whose addresses is 323 W. Michigan Avenue, Marshall, Michigan 49068 ("City"), and Family Bible Church, whose address is 725 US Hwy 27 North, Marshall, MI 49068, ("Family Bible" or "Developer").

WITNESSETH:

WHEREAS, the developer requested extension of the City watermain through the site plan submittal process

WHEREAS, the City of Marshall approved the Site Plan development submitted on September 22, 2022 contingent upon changes to the watermain layout

WHEREAS, the City of Marshall, through review of the Site Plan, requested the watermain installed within the F Drive North right of way consist of 12-inch diameter pipe per the utility's 2020 reliability study future growth expansion plans; and

WHEREAS, the Developer agrees to finance and construct public water infrastructure to standards and specifications of the Water Department,

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 scope of work addressed in this Agreement is public water infrastructure installed within the public right of way of F Drive North and US Hwy 27 North. The infrastructure includes, but is not limited to watermain, valves, water services and

hydrants from the east side of US Hwy 27 North extending to the west over approximately 300-feet.

3. COST SHARING. The City agrees to pay $32,625 for the requested increase in watermain size including all necessary fittings, valves, and appurtenances.

4. SCHEDULE FOR DEVELOPER. As of the date of this agreement, the water infrastructure has been installed per plan and specifications of the Water Department.

5. TERM OF AGREEMENT. The term of this Agreement shall commence on the date of execution of this agreement. The term will end on the date the developer submits certificate of final payment for the construction and release of lien on all public infrastructure installed within Section 2 of this agreement.

6. 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.

7. FORCE MAJEURE. Neither City 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.

8. MODIFICATION AND ASSIGNMENT. The promises, covenants, terms, and conditions herein contained may not be modified, altered, or extended without the mutual written consent of the parties.

9. 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.

10. 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

11. 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.

12. 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.

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

14. 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.

15. DUE AUTHORIZATION. The City 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 City, its Council 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.

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

WITNESSES:

CITY OF MARSHALL

_____

By_____
Michelle Eubank, City Clerk

Family Bible Church, LLC

Stacy Meister
Stacy Meister

By_____
Dennis Craft, Vice Chair, Board of Deacons

APPROVED AS TO FORM:

By_____
David M. Revore, City Attorney

ITEM: 12.C
ADMINISTRATIVE REPORT

TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Eric Zuzga, Director of Community Services
DATE: March 18, 2024
SUBJECT: **MEDC GRANT FOR MASTER PLAN, ECONOMIC DEVELOPMENT, AND MARKETING PLANS**

At the March 4, 2024, City Council meeting, Council awarded a bid to Progressive AE for the development of a Master Plan and other related plans that are required by the Redevelopment Ready Communities Program (RRC). To assist communities in the efforts to become certified under the RRC program, the MEDC provides up to $50,000 in Technical Assistance (TA) grant dollars over the five-year period of certification. The City has not used their TA grant funding in this cycle and has requested these dollars to help develop the Master Plan, Economic Development Plan, and Marketing Plan. The MEDC has determined that we are eligible for the grant and that there are dollars available in their budget for this project.

Attached is a contract with the MEDC which will provide $50,000 for the development of the three plans. The contract has been reviewed by Attorney Revore.

BUDGET IMPACT:
Staff had budgeted and planned to use these grant dollars when the 2023-2024 Budget was developed.

RECOMMENDATION:
Approve the acceptance of the $50,000 from the MEDC and authorize the City Manager and City Clerk to sign the necessary documents.

CASE - 406416

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION
GRANT WITH
CITY OF MARSHALL

The Michigan Economic Development Corporation (the "MEDC") enters into a binding agreement (the "Agreement") with City of Marshall (the "Grantee" or the "Municipality"). As used in this Agreement, the MEDC and Grantee are sometimes individually referred to as a "Party" and collectively as "Parties."

Grantee: City of Marshall
323 West Michigan Avenue
Marshall, Michigan 49068

I. NATURE OF SERVICES. The purpose of this Agreement is to provide funding to the Grantee to hire services to update its Master Plan, Economic Development Strategy and Marketing Plan for the Municipality (the "Grant Activities").

II. PERFORMANCE SCHEDULE.

Starting Date: March 5, 2024 Ending Date: February 28, 2026

The term of this Agreement (the "Term") shall commence on the Starting Date and shall continue until the occurrence of an event described in Section VIII of this Agreement.

III. PAYMENT SCHEDULE INFORMATION.

A. The MEDC agrees to pay the Grantee a sum not to exceed $50,000 (the "Grant"), according to the following schedule:

(i) 25% of the Grant paid upon completion and approval of Milestone One.

(ii) 50% of the Grant paid upon completion and approval of Milestone Two.

(iii) 25% of the Grant paid upon completion and approval of Milestone Three.

B. Payment under this Agreement shall be made by the MEDC to Grantee upon receipt and approval by the Grant Administrator, as identified in Section IV, of documentation evidencing the completion and achievement of each of the Milestones (the "Supporting Documentation") to the satisfaction of the Grant Administrator. The Grant Administrator shall provide the Grantee with appropriate submission instructions of the Supporting Documentation.

C. MEDC requires that payments under this Agreement be processed by electronic funds transfer (EFT). Grantee is required to register to receive payments by EFT at the State Integrated Governmental Management Applications (SIGMA) Vendor Self Service (VSS) website (www.michigan.gov/VSSLogin).

D. The Grantee agrees that all funds are to be spent as specified in this Agreement. This Agreement does not commit the MEDC to approve requests for additional funds during or beyond this Grant period.

IV. **MEDC GRANT ADMINISTRATOR.** The Grantee must communicate with the MEDC representative named below or his or her designee regarding this Agreement. The Grant Administrator may be changed, at any time, at the discretion of the MEDC.

Michelle Parkkonen (the "Grant Administrator")
Michigan Economic Development Corporation
300 North Washington Square
Lansing, Michigan 48913
parkkonenm@michigan.org

V. **GRANTEE DUTIES.** The Grantee agrees to undertake, perform, and complete the following during the Term, to the satisfaction of the Grant Administrator:

A. Milestone One:

i. Provide a fully executed copy of a contract between the Municipality and Progressive AE (the "Consultant") to have the following services performed for the Municipality:
   1. Update the Master Plan, Economic Development Strategy and Marketing Plan in a manner consistent with the MEDC's Redevelopment Ready Communities ("RRC") Best Practices; and
   2. Facilitate formal adoption of the updated Master Plan, Economic Development Strategy and Marketing Plan.

ii. Schedule a formal kick-off meeting with the MEDC, the Consultant, and key officials at the Municipality.

B. Milestone Two: Provide full draft of the updated Master Plan, Economic Development Strategy and Marketing Plan to the Grant Administrator.

C. Milestone Three:

i. Prior to obtaining formal adoption indicated in Section V(C)(ii), obtain agreement from the MEDC that the proposed Master Plan, Economic Development Strategy and Marketing Plan aligns with the RRC Certified expectations.

ii. Obtain formal adoption by the Municipality's governing body of the updated Master Plan, Economic Development Strategy and Marketing Plan, as approved by the MEDC.

iii. Make the updated Master Plan, Economic Development Strategy and Marketing Plan available on Municipality's website within thirty (30) days following formal adoption.

D. Apply all Grant funds towards paying the Consultant for its services described in Section V(A).

E. Ensure the MEDC is invited to all key meetings throughout the project.

F. Within 15 days of the Ending Date, provide the MEDC with written feedback summarizing feedback to the MEDC on the Grant funding process and the experience working with the Consultant.

VI. RELATIONSHIP OF THE PARTIES.

A. Due to the nature of the services described herein and the need for specialized skill and knowledge of Grantee, the MEDC is entering into this Agreement with Grantee. As a result, neither Grantee nor any of its employees or agents is or shall become an employee of the MEDC due to this Agreement.

B. Grantee will provide the services and achieve the results specified in this Agreement free from the direction or control of the MEDC as to means and methods of performance.

C. The MEDC is not responsible for any insurance or other fringe benefits, including, but not limited to, Social Security, Worker's Compensation, income tax withholdings, retirement or leave benefits, for Grantee or its employees. Grantee assumes full responsibility for the provision of all such insurance coverage and fringe benefits for its employees.

D. All tools, supplies, materials, equipment and office space necessary to carry out the services described in this Agreement are the sole responsibility of Grantee unless otherwise specified herein.

E. Grantee shall retain all control of its employees and staffing decisions independent of the direction and control of the MEDC.

VII. ACCESS TO RECORDS. During the Term, and for Seven years after the Ending Date, the Grantee shall maintain reasonable records, including evidence that the services actually were performed and the identity of all individuals paid for such

services, and shall allow access to those records by the MEDC or their authorized representative at any time during this period.

VIII. **TERMINATION.** This Agreement shall terminate upon the earlier of the following:

A. The Ending Date.

B. Termination by the MEDC, by giving thirty calendar days prior written notice to the Grantee. In the event that the Legislature of the State of Michigan (the "State"), the State Government, or any State official, commission, authority, body, or employee or the federal government (a) takes any legislative or administrative action which fails to provide, terminates or reduces the funding necessary for this Agreement, or (b) takes any legislative or administrative action, which is unrelated to the source of funding for the Grant, but which affects the MEDC's ability to fund and administer this Agreement and other MEDC programs, provided, however, that in the event such action results in an immediate absence or termination of funding, cancellation may be made effective immediately upon delivery of notice to the Grantee.

C. Termination by the MEDC pursuant to Section XIX of this Agreement.

IX. **MEDC EMPLOYEES.** The Grantee will not hire any employee of the MEDC to perform any services covered by this agreement without prior written approval from the Chief Executive Officer of the MEDC.

X. **CONFIDENTIAL INFORMATION.** Except as required by law, the Grantee shall not disclose any information, including targeted business lists, economic development analyses, computer programs, databases and all materials furnished to the Grantee by the MEDC without the prior written consent of the MEDC. All information described in this Section shall be considered "Confidential Information" under this Agreement. Confidential Information does not include: (a) information that is already in the possession of, or is independently developed by, Grantee; (b) becomes publicly available other than through breach of this Agreement; (c) is received by Grantee from a third party with authorization to make such disclosures; or (d) is released with MEDC's written consent.

XI. **PUBLICATIONS.** Except for Confidential Information, the MEDC hereby agrees that researchers funded with the Grant shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, the methods and results of their research. Grantee shall at its sole discretion and at its sole cost and expense, prior to publication, seek intellectual property protection for any Inventions (as described in Section XIII) if commercially warranted. Grantee shall submit to the MEDC a listing of articles that Grantee has submitted for publication resulting from work performed hereunder in its quarterly report to the MEDC. Grantee shall

acknowledge the financial support received from the MEDC, as appropriate, in any such publication.

XII. **INTELLECTUAL PROPERTY RIGHTS.** Grantee shall retain ownership to the entire right, title, and interest in any new inventions, improvements, or discoveries developed or produced under this Grant, including, but not limited to, concepts know-how, software, materials, methods, and devices ("Inventions") and shall have the right to enter into license agreements with industry covering Inventions.

XIII. **CONFLICT OF INTEREST.** Except as has been disclosed to the MEDC, Grantee affirms that neither the Grantee, nor its Affiliates or their employees has, shall have, or shall acquire any contractual, financial business or other interest, direct or indirect, that would conflict in any manner with Grantee's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement.

Grantee further affirms that neither Grantee nor any affiliates or their employees has accepted or shall accept anything of value based on an understanding that the actions of the Grantee or its affiliates or either's employees on behalf of the MEDC would be influenced. Grantee shall not attempt to influence any MEDC employee by the direct or indirect offer of anything of value. Grantee also affirms that neither Grantee, nor its Affiliates or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Grantee or its Affiliate, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

In the event of change in either the interests or services under this Agreement, Grantee will inform the MEDC regarding possible conflicts of interest which may arise as a result of such change. Grantee agrees that conflicts of interest shall be resolved to the MEDC's satisfaction or the MEDC may terminate this Agreement. As used in this Paragraph, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

XIV. **INDEMNIFICATION AND GRANTEE LIABILITY INSURANCE.** To the extent permitted by law, the Grantee shall indemnify, defend and hold harmless the MEDC, its corporate board of directors, executive committee members including its participants, its officers, agents, and employees (the "Indemnified Persons") from any damages that it may sustain through the negligence of the Grantee pertaining to the performance of this Agreement.

The Grantee shall maintain such insurance to protect the Indemnified Persons from claims that might arise out of or as a result of the Grantee's operations; however, Grantee's indemnification obligation shall not be limited to the limits of liability imposed under the Grantee's insurance policies. The Grantee will provide and maintain its own general liability, property damage, and workers compensation insurance. The insurance shall be written for not less than any limits of liability

required by law for the Grantee's obligation for indemnification under this Agreement.

XV. **TOTAL AGREEMENT.** This Agreement is the entire agreement between the Parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Agreement shall be binding.

XVI. **ASSIGNMENT/TRANSFER/SUBCONTRACTING.** Except as contemplated by this Agreement, the Grantee shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of the MEDC. Any future successors of the Grantee will be bound by the provisions of this Agreement unless the MEDC otherwise agrees in a specific written consent. The MEDC reserves the right to approve subcontractors for this Agreement and to require the Grantee to replace subcontractors who are found to be unacceptable.

XVII. **COMPLIANCE WITH LAWS.** The Grantee is not and will not during the Term be in violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority to which it is subject, and will not fail to obtain any licenses, permits or other governmental authorizations necessary to carry out its duties under this Agreement.

XVIII. **DEFAULT.** The occurrence of any one or more of the following events or conditions shall constitute an “Event of Default” under this Agreement, unless a written waiver of the Event of Default is signed by the MEDC: (a) any representation, covenant, certification or warranty made by the Grantee shall prove incorrect at the time that such representation, covenant, certification or warranty was made in any material respect; (b) the Grantee’s failure generally to pay debts as they mature, or the appointment of a receiver or custodian over a material portion of the Grantee’s assets, which receiver or custodian is not discharged within Sixty calendar days of such appointment; (c) any voluntary bankruptcy or insolvency proceedings are commenced by the Grantee; (d) any involuntary bankruptcy or insolvency proceedings are commenced against the Grantee, which proceedings are not set aside within Sixty calendar days from the date of institution thereof; (e) any writ of attachment, garnishment, execution, tax lien, or similar writ is issued against any property of the Grantee, which is not removed within Sixty calendar days. (f) the Grantee’s failure to comply with the reporting requirements hereof; (g) the Grantees failure to comply with any obligations or duties contained herein; (h) Grantee’s use of the Grant funds for any purpose not contemplated under this Agreement.

XIX. **AVAILABLE REMEDIES.** Upon the occurrence of any one or more of the Events of Default, the MEDC may terminate this Agreement immediately upon notice to the Grantee. The termination of this Agreement is not intended to be the sole and exclusive remedy in case any Event of Default shall occur and each remedy shall be

cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law or equity.

XX. REIMBURSEMENT. If this Grant is terminated as a result of Section XVIII(h) hereof, the MEDC shall have no further obligation to make a Grant disbursement to the Grantee. The Grantee shall reimburse the MEDC for disbursements of the Grant determined to have been expended for purposes other than as set forth herein as well as any Grant funds, which were previously disbursed but not yet expended by the Grantee.

XXI. NOTICES. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes: (a) on the delivery date if delivered by electronic mail or by confirmed facsimile; (b) on the delivery date if delivered personally to the Party to whom the same is directed; (c) One business day after deposit with a commercial overnight carrier, with written verification of receipt; or (d) Three business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available. The notice address for the Parties shall be the address as set forth in this Agreement, with the other relevant notice information, including the recipient for notice and, as applicable, such recipient's fax number or e-mail address, to be as reasonably identified by notifying Party. The MEDC and Grantee may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.

XXII. AMENDMENT. This Agreement may not be modified or amended except pursuant to a written instrument signed by the Parties.

XXIII. GOVERNING LAW. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan without regard to the doctrines of conflict of laws. The terms of this provision shall survive the termination or cancellation of the Agreement

XXIV. COUNTERPARTS AND COPIES. The Parties hereby agree that the faxed signatures of the Parties to this Agreement shall be as binding and enforceable as original signatures; and that this Agreement may be executed in multiple counterparts with the counterparts together being deemed to constitute the complete agreement of the Parties. Copies (whether photostatic, facsimile or otherwise) of this Agreement may be made and relied upon to the same extent as though such copy was an original.

XXV. JURISDICTION. In connection with any dispute between the Parties under this Agreement, the Parties hereby irrevocably submit to jurisdiction and venue of the Michigan circuit courts of the State of Michigan located in Ingham County. Each

Party hereby waives and agrees not to assert, by way of motion as a defense or otherwise in any such action any claim (a) that it is not subject to the jurisdiction of such court, (b) that the action is brought in an inconvenient forum, (c) that the venue of the suit, action or other proceeding is improper or (d) that this Agreement or the subject matter of this Agreement may not be enforced in or by such court.

XXVI. **SEVERABILITY.** All of the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void or unenforceable, it shall not affect the validity, legality or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality or unenforceability.

XXVII. **PUBLICITY.** At the request and expense of the MEDC, the Grantee will cooperate with the MEDC to promote the Grant Activities through one or more of the placement of a sign, plaque, media coverage or other public presentation at the project or other location acceptable to the Parties.

XXVIII. **SURVIVAL.** The terms and conditions of sections VII, VIII, XI, XV, XVII, XXIV, XXVI and XXVII shall survive termination of this Agreement.

The signatories below warrant that they are empowered to enter into this Agreement.

GRANTEE ACCEPTANCE: City of Marshall

Dated: _____ _____

By: Michelle Eubank
Its: City Clerk

MEDC ACCEPTANCE: Michigan Economic Development Corporation

Dated: _____ _____

By: Linda Asciutto
Its: SVP & General Counsel

ITEM: 12.D
ADMINISTRATIVE REPORT

TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Eric Zuzga, Director of Community Services
DATE: March 18, 2024
SUBJECT: **SENIOR MILLAGE GRANT REQUEST-DART**

Annually, the Senior Services of Calhoun County accepts mini-grant requests for agencies providing dedicated services to seniors in Calhoun County. The City of Marshall's Dial-A-Ride Transportation offers discounted rates to seniors (60+) for the Albion – Marshall Connector (AMC). The City is submitting a grant request to support the expenses of the AMC. The grant applications are received quarterly by the County and the City plans to submit an application for review at the April 5, 2024, committee meeting. The requested grant amount is $5,000

BUDGET IMPACT:
The department has successfully received this mini-grant in the past from Senior Services. The revenue is budgeted, so if the grant is not awarded it will be a further shortfall in AMC revenue and potentially impact the service. The current budget shortfall for the AMC is approximately $10,000.

RECOMMENDATION:
Approve the submission of a Senior Millage Mini-Grant to Calhoun County in the amount of $5,000.

ITEM: 12.E
ADMINISTRATIVE REPORT

TO:	Honorable Mayor and City Council
FROM:	Derek N. Perry, City Manager Eric Zuzga, Director of Community Services
DATE:	March 18, 2024
SUBJECT:	**RTAP REIMBURSEMENT GRANT REQUEST- DART**

Annually, the Rural Transit Assistance Program (RTAP) offers grants to reimburse eligible transit agencies for training, travel, meal and lodging expenses. The RTAP is available to encourage the development of transit operational skills. Grants are awarded to transit agencies to offset the expenses of attending transit related workshops, conferences, and seminars. The requested grant amount is $5,500.

BUDGET IMPACT:
A match is not required for the grant. Any RTAP grant funds received will offset the related expenses. The grant will relieve up to $5,500 in expenses that would otherwise need to be covered by regular operating revenues.

RECOMMENDATION:
Approve the submission of an RTAP Grant Request in the amount of $5,500.

ITEM: 12.F

ADMINISTRATIVE REPORT

TO:	Honorable Mayor and City Council
FROM:	Derek N. Perry, City Manager Joshua Lankerd, Chief of Police
DATE:	March 18, 2024
SUBJECT:	**MARSHALL COMMUNITY FOUNDATION MOMENTUM GRANT REQUEST- COMMUNITY ENGAGEMENT SOFTWARE (SPIDR TECH)**

Over the last 2 years, area police agencies have utilized community engagement software to obtain service data to help enhance their services. Specifically, SPIDR Tech software is currently being used by BCPD, CCSD, and the MSP Marshall Post. The police department is looking to implement this software and included this initiative in our 2024 Action plan which was presented to council. This software was added to our budget for 2024-2025. This service will help us provide automated messages and surveys to customers, provide survey data to improve services and evaluate employees, and provide automated notices to victims regarding their case status.

In talking with the Marshall Community Foundation, this project meets the guidelines for a Momentum Grant. These grants are submitted each quarter (January, April, July, October). We are looking to submit the grant by the April 1st deadline.

BUDGET IMPACT:

The cost of SPIDR tech totals $9,924.00. The cost includes a $2,400 installation (discounted from 5,000) and a $7,524 annual service fee. The grant would cover the installation and first year fee. The annual fee moving forward would be budged in the police operating budget.

RECOMMENDATION:

Approve the submission of a SPIDR Tech Momentum Grant in the amount of $9,924 to the Marshall Community Foundation and authorize the City Manager and City Clerk to sign the necessary documents.

ITEM: 13.A
ADMINISTRATIVE REPORT

TO:	Honorable Mayor and City Council
FROM:	James Schwartz, Mayor Derek N. Perry, City Manager
DATE:	March 18, 2024
SUBJECT:	**MARSHALL DISTRICT LIBRARY BOARD REPRESENTATIVE APPOINTMENT**

The Marshall District Library Board is composed of seven members from participating communities (City of Marshall, Eckford, Fredonia, Marengo and Marshall Township) of the district. Three of the seven representatives are appointed by the City of Marshall and may serve for three, 3-year terms (total of 9 years).

Current member and Library Board President, Ann Fitzpatrick, is presently at the end of her first, 3-year term. She has expressed interest in being reappointed to continue her service on the library board representing the residents of Marshall.

Other current City representatives on the board include Gerald Marshall (term expires on 3/31/2025) and MJ Harting-Minkwic (term expires on 3/31/2026).

BUDGET IMPACT:
None.

RECOMMENDATION:
Re-appoint Ann Fitzpatrick to the Marshall District Library Board for a three-year term expiring on March 31, 2027.

ITEM: 13.B
ADMINISTRATIVE REPORT

TO:	Honorable Mayor and City Council
FROM:	Derek N. Perry, City Manager Eric Zuzga, Director of Community Services
DATE:	March 18, 2024
SUBJECT:	**ZONING BOARD OF APPEALS APPOINTMENTS**

The Zoning Board of Appeals (ZBA) is composed of five members and up to two alternates who are appointed to three-year terms. The ZBA exists to hear appeals for variances from the zoning ordinance, appeals of interpretation of zoning maps, and appeals of administrative interpretations. State statute allows a member of the City Council to serve as a regular or alternate member of the ZBA and allows a member of the Planning Commission to serve on the ZBA.

The ZBA has an open seat, two expiring terms for regular members, and an alternate member's seat expiring. Ian Stewart (Planning Commission member) has expressed interest in filling the open seat on the ZBA. Current members Justin-Fisher Short and Scott Wolfersberger (current alternate member) have indicated that they would accept reappointment.

BUDGET IMPACT:
None. Members are not compensated.

RECOMMENDATION:
Approve the appointment of Ian Stewart to a term expiring March 2026, Justin Fisher-Short for a term expiring March 2027, and Scott Wolfersberger for a term expiring March 2027.