DOWNTOWN DEVELOPMENT AUTHORITY/LOCAL DEVELOPMENT FINANCE AUTHORITY AGENDA

Regular Meeting

April 24, 2025 at 4:00 PM

1) **CALL TO ORDER**
2) **ROLL CALL**
3) **APPROVAL OF AGENDA** - Items can be added or deleted from the Agenda by City Council action.
4) **PUBLIC COMMENT** Persons addressing the board are required to give their name and address for the record when called upon by the Chair. Members of the public shall be limited to speaking for a maximum of five (5) minutes.
5) **PRESENTATIONS AND RECOGNITIONS**
6) **CONSENT AGENDA**
   - **A.** **DDA/LDFA Minutes**
     DDA/LDFA Minutes- February 27, 2025
   - **B.** **Financial Reports**
     DDA Revenue/Expense Report- March 30,2025
     LDFA Revenue/Expense Report- March 30,2025
7) **MAEDA UPDATE**
8) **PUBLIC HEARINGS & SUBSEQUENT BOARD ACTION**
9) **DDA NEW BUSINESS**
   - **A.** **CITY - DDA COST ALLOCATION AGREEMENT**
   - **B.** **DDA FY26 PROPOSED BUDGET**
10) **DDA OLD BUSINESS**
    - **A.** ACTIVATION ZONE TRASH AND RECYCLING UPDATE
11) **LDFA NEW BUSINESS**
    - **A.** **CITY - LDFA COST ALLOCATION AGREEMENT**
    - **B.** LDFA FY26 PROPOSED BUDGET
12) **LDFA OLD BUSINESS**
13) **BOARD REPORTS**
14) **ADJOURNMENT**

, 323 W Michigan Ave, Training Room, Marshall, MI 49068

DOWNTOWN DEVELOPMENT AUTHORITY/LOCAL DEVELOPMENT FINANCE AUTHORITY MINUTES

February 27, 2025
Regular Meeting - 4:00 PM

1) CALL TO ORDER

IN A REGULAR SESSION held on Thursday, February 27, 2025 at 4:00 PM in the Training Room of City Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall Downtown Development Authority/Local Development Finance Authority/Brownfield Redevelopment Authority was called to order by Chair Beck.

2) ROLL CALL

Roll was called:

Present: Chair Beck, Damron, Davis, Kirkland, LaForge, Lankerd, Perry, Whitesell, and Yates

Also Present: Clerk Eubank

Absent: None

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

Moved by Matt Davis, supported by Amanda Lankerd to approve the agenda as presented. On a voice vote: **Motion carried.**

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

None

5) PRESENTATIONS AND RECOGNITIONS

6) CONSENT AGENDA

Moved by Sue Damron, supported by Catherine Yates to approve the consent agenda as presented. On a voice vote:**Motion carried.**

A. <u>DDA/LDFA Minutes</u>

DDA/LDFA Minutes- November 21, 2024
DDA/LDFA Minutes- January 23, 2025

B. <u>Financial Reports</u>

DDA Revenue/Expense Report- January 31, 2025
LDFA Revenue/Expense Report- January 31, 2025

7) MAEDA UPDATE

Jim Durian gave an update.

8) PUBLIC HEARINGS & SUBSEQUENT BOARD ACTION

9) DDA NEW BUSINESS

A. Special Event - Bluesfest

Moved by Sue Damron, supported by Catherine Yates to approve the special event application for the BluesFest and keep the social district open during the event. On a voice vote: **Motion carried.**

Moved by Catherine Yates, supported by Sue Damron to approve the application for a special event liquor license for the Marshall BluesFest to be held on June 21, 2025. On a voice vote: **Motion carried.**

B. Facade Grant Update

Director Strange gave an update.

C. 2026-2031 Capital Improvement Program

Manager Perry gave an update.

10) DDA OLD BUSINESS

11) LDFA NEW BUSINESS

A. 2026-2031 Capital Improvement Program

Manager Perry gave an update.

B. Wetland Delination Report

Chair Beck and Durian gave an update.

12) LDFA OLD BUSINESS

13) Brownfield Redevelopment Authority (BRA) New Business

A. Building Better Spaces- Development and Reimbursement Agreement

Moved by Catherine Yates, supported by Jason LaForge to approve the Building Better Spaces, LLC development and reimbursement agreement. On a roll call vote:

Ayes: Mike Beck, Sue Damron, Matt Davis, Becky Jones, Desmond Kirkland, Jason LaForge, Amanda Lankerd, Derek N. Perry, Angela Whitesell , Catherine Yates
Nays: None
Abstain: None
Motion carried.

14) Brownfield Redevelopment Authority (BRA) Old Business

15) BOARD REPORTS

16) ADJOURNMENT

The meeting was adjourned at 4:47 pm.

Respectfully submitted by,

Michelle Eubank
City Clerk

PERIOD ENDING 03/31/2025

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 03/31/2025	ACTIVITY FOR MONTH 03/31/2025	% BDGT USED	AVAILABLE BALANCE
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY						
Revenues						
Dept 000						
248-000-402.00	Current Property Taxes	181,147.00	215,072.11	0.00	118.73	(33,925.11)
248-000-404.00	Property Taxes - Prior Years	0.00	0.00	0.00	0.00	0.00
248-000-412.00	Delinquent Personal Prop Taxes	0.00	0.00	0.00	0.00	0.00
248-000-445.00	Penalties & Int. on Taxes	0.00	7.89	7.37	100.00	(7.89)
248-000-565.00	Sales Tax Inventory Refund	0.00	0.00	0.00	0.00	0.00
248-000-573.00	LOCAL COMM STAB SHARE TAX	30,000.00	47,461.94	0.00	158.21	(17,461.94)
248-000-588.00	Contributions from Local Units	0.00	0.00	0.00	0.00	0.00
248-000-665.00	Interest	3,000.00	7,208.83	0.00	240.29	(4,208.83)
248-000-665.03	UNREALIZED GAIN/LOSS ON INVESTMENTS	0.00	0.00	0.00	0.00	0.00
248-000-675.00	Contrib. from Other Sources	0.00	0.00	0.00	0.00	0.00
248-000-676.00	Reimbursement	0.00	0.00	0.00	0.00	0.00
248-000-679.00	MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00
248-000-679.16	MISC REVENUE - BLUES FEST	65,000.00	31,030.00	6,000.00	47.74	33,970.00
248-000-696.00	Proceeds from Bonds/Notes	0.00	0.00	0.00	0.00	0.00
248-000-699.00	Transfers From Other Funds	0.00	0.00	0.00	0.00	0.00
Total Dept 000		279,147.00	300,780.77	6,007.37	107.75	(21,633.77)
Dept 729 - Community Development						
248-729-588.00	Contributions from Local Units	0.00	0.00	0.00	0.00	0.00
248-729-675.00	Contrib. from Other Sources	0.00	0.00	0.00	0.00	0.00
248-729-679.00	MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00
248-729-699.00	Transfers From Other Funds	0.00	0.00	0.00	0.00	0.00
Total Dept 729 - Community Development		0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		279,147.00	300,780.77	6,007.37	107.75	(21,633.77)
Expenditures						
Dept 000						
248-000-702.00	Payroll	2,000.00	514.67	0.00	25.73	1,485.33
248-000-702.01	Other Fringe Benefits-taxable	0.00	0.00	0.00	0.00	0.00
248-000-702.40	Payroll - Rubbish/Garbage	3,000.00	2,055.95	373.29	68.53	944.05
248-000-702.41	Payroll - Mowing/Trimming	0.00	0.00	0.00	0.00	0.00
248-000-702.42	Payroll - Parking Structure	0.00	856.20	12.03	100.00	(856.20)
248-000-702.43	Payroll - Sidewalk Snow Removal	0.00	1,110.83	0.00	100.00	(1,110.83)
248-000-702.44	Payroll - Flowers	0.00	759.34	0.00	100.00	(759.34)
248-000-703.00	Part-time Salaries	15,120.00	6,642.00	0.00	43.93	8,478.00
248-000-703.40	PART-TIME - RUBBISH/GARBAGE	0.00	0.00	0.00	0.00	0.00
248-000-703.41	PART-TIME - MOWING/TRIMMING	0.00	0.00	0.00	0.00	0.00
248-000-703.42	PART-TIME - PARKING STRUCTURE	0.00	0.00	0.00	0.00	0.00
248-000-703.43	PART-TIME - SIDEWALK SNOW REMOVAL	0.00	0.00	0.00	0.00	0.00
248-000-703.44	PART-TIME - FLOWERS	0.00	0.00	0.00	0.00	0.00
248-000-704.00	Overtime Salaries	0.00	0.00	0.00	0.00	0.00
248-000-704.40	Overtime - Rubbish/Garbage	0.00	84.72	0.00	100.00	(84.72)
248-000-704.41	Overtime - Mowing/Trimming	0.00	0.00	0.00	0.00	0.00
248-000-704.42	Overtime - Parking Structure	0.00	2,343.34	0.00	100.00	(2,343.34)
248-000-704.43	Overtime - Sidewalk Snow Removal	0.00	1,772.34	0.00	100.00	(1,772.34)
248-000-704.44	Overtime - Flowers	0.00	0.00	0.00	0.00	0.00
248-000-712.00	WORKERS COMPENSATION	0.00	0.00	0.00	0.00	0.00

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 03/31/2025	ACTIVITY FOR MONTH 03/31/2025	% BDGT USED	AVAILABLE BALANCE
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY						
Expenditures						
248-000-715.00	Social Security	0.00	1,221.75	28.57	100.00	(1,221.75)
248-000-716.00	Hospitalization	0.00	0.00	0.00	0.00	0.00
248-000-717.00	Life Insurance	0.00	0.00	0.00	0.00	0.00
248-000-718.00	RETIREMENT - D/B	0.00	0.00	0.00	0.00	0.00
248-000-755.00	Miscellaneous Supplies	5,000.00	8,537.75	1,812.02	170.76	(3,537.75)
248-000-755.01	MISC SUPPLIES - DOWNTOWN PLANTERS	2,040.00	361.96	0.00	17.74	1,678.04
248-000-757.00	Fuels & Lubricants	200.00	0.00	0.00	0.00	200.00
248-000-777.00	MINOR TOOLS AND EQUIPMENT	300.00	0.00	0.00	0.00	300.00
248-000-801.00	Professional Services	1,000.00	4,904.00	0.00	490.40	(3,904.00)
248-000-801.01	Prof. Services - Streetscape	0.00	0.00	0.00	0.00	0.00
248-000-803.00	Service Fee	0.00	0.00	0.00	0.00	0.00
248-000-805.00	Administrative Costs	26,000.00	21,187.04	2,810.68	81.49	4,812.96
248-000-810.00	Dues & Memberships	0.00	0.00	0.00	0.00	0.00
248-000-811.00	Taxes	0.00	0.00	0.00	0.00	0.00
248-000-820.00	Contracted Services	23,997.00	24,042.55	0.00	100.19	(45.55)
248-000-820.01	Contracted Maint. - Plowing	0.00	0.00	0.00	0.00	0.00
248-000-820.02	Contracted Maint - Lawn	0.00	0.00	0.00	0.00	0.00
248-000-825.00	Insurance	0.00	0.00	0.00	0.00	0.00
248-000-850.00	Communications	720.00	540.00	0.00	75.00	180.00
248-000-860.00	Transportation & Travel	0.00	0.00	0.00	0.00	0.00
248-000-901.00	Advertising	0.00	0.00	0.00	0.00	0.00
248-000-921.00	Utilities - Gas	0.00	0.00	0.00	0.00	0.00
248-000-922.00	Utilities-Elec, Water, Sewer	0.00	0.00	0.00	0.00	0.00
248-000-941.00	MOTOR POOL VEHICLE RENTAL	5,000.00	11,241.28	199.98	224.83	(6,241.28)
248-000-942.00	Rent	0.00	0.00	0.00	0.00	0.00
248-000-958.00	Education & Training	0.00	0.00	0.00	0.00	0.00
248-000-961.00	COMMUNITY PROMOTIONS	65,000.00	18,110.00	0.00	27.86	46,890.00
248-000-964.00	Refund or Rebates	0.00	0.00	0.00	0.00	0.00
248-000-970.00	Capital Outlay	115,200.00	0.00	0.00	0.00	115,200.00
248-000-971.00	Capital Outlay - Land	0.00	0.00	0.00	0.00	0.00
248-000-990.00	Debt Service	59,000.00	0.00	0.00	0.00	59,000.00
248-000-994.00	Bond Interest Paid	0.00	14,069.04	0.00	100.00	(14,069.04)
248-000-995.00	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
Total Dept 000		323,577.00	120,354.76	5,236.57	37.20	203,222.24
Dept 717 - DDA Parking Lots						
248-717-941.00	MOTOR POOL VEHICLE RENTAL	0.00	0.00	0.00	0.00	0.00
Total Dept 717 - DDA Parking Lots		0.00	0.00	0.00	0.00	0.00
Dept 718 - DDA Parking Ramp						
248-718-941.00	MOTOR POOL VEHICLE RENTAL	0.00	0.00	0.00	0.00	0.00
Total Dept 718 - DDA Parking Ramp		0.00	0.00	0.00	0.00	0.00
Dept 719 - DDA Sidewalk						
248-719-941.00	MOTOR POOL VEHICLE RENTAL	0.00	0.00	0.00	0.00	0.00
248-719-941.02	MOTOR POOL REPLACEMENT CHARGE	1,343.00	1,119.20	111.92	83.34	223.80
248-719-941.03	MOTOR POOL OPERATING CHARGE	3,235.00	2,695.80	269.58	83.33	539.20
248-719-941.05	VEHICLE RENTAL CREDIT	0.00	0.00	0.00	0.00	0.00

REVENUE AND EXPENDITURE REPORT FOR CITY OF MARSHALL

PERIOD ENDING 03/31/2025

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 03/31/2025	ACTIVITY FOR MONTH 03/31/2025	% BDGT USED	AVAILABLE BALANCE
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY						
Expenditures						
Total Dept 719 - DDA Sidewalk		4,578.00	3,815.00	381.50	83.33	763.00
Dept 729 - Community Development						
248-729-702.00	Payroll	0.00	0.00	0.00	0.00	0.00
248-729-702.01	Other Fringe Benefits-taxable	0.00	0.00	0.00	0.00	0.00
248-729-703.00	Part-time Salaries	0.00	0.00	0.00	0.00	0.00
248-729-704.00	Overtime Salaries	0.00	0.00	0.00	0.00	0.00
248-729-712.00	WORKERS COMPENSATION	0.00	0.00	0.00	0.00	0.00
248-729-715.00	Social Security	0.00	0.00	0.00	0.00	0.00
248-729-716.00	Hospitalization	0.00	0.00	0.00	0.00	0.00
248-729-717.00	Life Insurance	0.00	0.00	0.00	0.00	0.00
248-729-718.00	RETIREMENT - D/B	0.00	0.00	0.00	0.00	0.00
248-729-719.00	Hospitalization - Prescription	0.00	0.00	0.00	0.00	0.00
248-729-740.00	Operating Supplies	0.00	97.97	0.00	100.00	(97.97)
248-729-801.00	Professional Services	0.00	0.00	0.00	0.00	0.00
248-729-806.00	MEDICAL SERVICES	0.00	0.00	0.00	0.00	0.00
248-729-810.00	Dues & Memberships	0.00	0.00	0.00	0.00	0.00
248-729-820.00	Contracted Services	0.00	892.00	0.00	100.00	(892.00)
248-729-850.00	Communications	0.00	0.00	0.00	0.00	0.00
248-729-860.00	Transportation & Travel	0.00	0.00	0.00	0.00	0.00
248-729-901.00	Advertising	0.00	0.00	0.00	0.00	0.00
248-729-902.00	Marketing	0.00	0.00	0.00	0.00	0.00
248-729-940.00	Rentals	0.00	0.00	0.00	0.00	0.00
248-729-941.00	MOTOR POOL VEHICLE RENTAL	0.00	0.00	0.00	0.00	0.00
248-729-941.01	TECHNOLOGY INTERNAL SERVICE CHARGE	0.00	0.00	0.00	0.00	0.00
248-729-958.00	Education & Training	0.00	0.00	0.00	0.00	0.00
248-729-961.00	COMMUNITY PROMOTIONS	0.00	0.00	0.00	0.00	0.00
248-729-964.00	Refund or Rebates	0.00	0.00	0.00	0.00	0.00
248-729-969.00	Contingency	0.00	0.00	0.00	0.00	0.00
248-729-995.00	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
Total Dept 729 - Community Development		0.00	989.97	0.00	100.00	(989.97)
TOTAL EXPENDITURES		328,155.00	125,159.73	5,618.07	38.14	202,995.27
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:						
TOTAL REVENUES		279,147.00	300,780.77	6,007.37	107.75	(21,633.77)
TOTAL EXPENDITURES		328,155.00	125,159.73	5,618.07	38.14	202,995.27
NET OF REVENUES & EXPENDITURES		(49,008.00)	175,621.04	389.30	358.35	(224,629.04)

PERIOD ENDING 03/31/2025

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 03/31/2025	ACTIVITY FOR MONTH 03/31/2025	% BDGT USED	AVAILABLE BALANCE
Fund 250 - LOCAL DEVELOPMENT FINANCE AUTHORITY FUND						
Revenues						
Dept 000						
250-000-402.00	Current Property Taxes	782,444.00	791,434.11	0.00	101.15	(8,990.11)
250-000-404.00	Property Taxes - Prior Years	0.00	0.00	0.00	0.00	0.00
250-000-445.00	Penalties & Int. on Taxes	0.00	0.00	0.00	0.00	0.00
250-000-540.00	State Grants	0.00	0.00	0.00	0.00	0.00
250-000-573.00	LOCAL COMM STAB SHARE TAX	150,000.00	200,747.89	0.00	133.83	(50,747.89)
250-000-665.00	Interest	33,000.00	36,311.98	1,513.34	110.04	(3,311.98)
250-000-673.00	Sales of Fixed Assets	0.00	0.00	0.00	0.00	0.00
250-000-675.00	Contrib. from Other Sources	0.00	0.00	0.00	0.00	0.00
250-000-675.60	CONTRIBUTED CAPITAL	0.00	0.00	0.00	0.00	0.00
250-000-679.00	MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	0.00
250-000-696.00	Bond Proceeds	0.00	0.00	0.00	0.00	0.00
250-000-697.00	PREMIUMS ON BONDS	0.00	0.00	0.00	0.00	0.00
250-000-699.00	Transfers From Other Funds	0.00	0.00	0.00	0.00	0.00
Total Dept 000		965,444.00	1,028,493.98	1,513.34	106.53	(63,049.98)
TOTAL REVENUES		965,444.00	1,028,493.98	1,513.34	106.53	(63,049.98)
Expenditures						
Dept 000						
250-000-727.00	Office Supplies	0.00	0.00	0.00	0.00	0.00
250-000-740.00	Operating Supplies	0.00	0.00	0.00	0.00	0.00
250-000-755.00	Miscellaneous Supplies	0.00	0.00	0.00	0.00	0.00
250-000-801.00	Professional Services	50,401.05	78,151.20	0.00	155.06	(27,750.15)
250-000-803.00	Service Fee	500.00	0.00	0.00	0.00	500.00
250-000-805.00	Administrative Costs	160,537.00	119,999.97	13,333.33	74.75	40,537.03
250-000-810.00	Dues & Memberships	0.00	0.00	0.00	0.00	0.00
250-000-811.00	Taxes	0.00	0.00	0.00	0.00	0.00
250-000-820.00	Contracted Services	255,720.40	177,467.60	0.00	69.40	78,252.80
250-000-826.00	Bond Issuance Costs	0.00	0.00	0.00	0.00	0.00
250-000-860.00	Transportation & Travel	0.00	0.00	0.00	0.00	0.00
250-000-901.00	Advertising	0.00	0.00	0.00	0.00	0.00
250-000-902.00	Marketing	1,500.00	0.00	0.00	0.00	1,500.00
250-000-922.00	Utilities-Elec, Water, Sewer	1,200.00	0.00	0.00	0.00	1,200.00
250-000-941.00	MOTOR POOL VEHICLE RENTAL	0.00	0.00	0.00	0.00	0.00
250-000-941.01	TECHNOLOGY INTERNAL SERVICE CHARGE	0.00	0.00	0.00	0.00	0.00
250-000-958.00	Education & Training	0.00	0.00	0.00	0.00	0.00
250-000-960.00	REBATE REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
250-000-964.00	Refund or Rebates	0.00	46,582.53	0.00	100.00	(46,582.53)
250-000-970.00	Capital Outlay	0.00	0.00	0.00	0.00	0.00
250-000-970.35	BROOKS INDUSTRIAL PARK SUBSTATION	0.00	0.00	0.00	0.00	0.00
250-000-972.00	SHARE OF CAPITAL PURCHASED BY OTHER FUN	0.00	0.00	0.00	0.00	0.00
250-000-990.00	Debt Service	350,000.00	350,000.00	350,000.00	100.00	0.00
250-000-994.00	Bond Interest Paid	233,000.00	233,000.00	116,500.00	100.00	0.00
250-000-995.00	Transfers to Other Funds	0.00	0.00	0.00	0.00	0.00
Total Dept 000		1,052,858.45	1,005,201.30	479,833.33	95.47	47,657.15
TOTAL EXPENDITURES		1,052,858.45	1,005,201.30	479,833.33	95.47	47,657.15

PERIOD ENDING 03/31/2025

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 03/31/2025	ACTIVITY FOR MONTH 03/31/2025	% BDGT USED	AVAILABLE BALANCE
Fund 250 - LOCAL DEVELOPMENT FINANCE AUTHORITY FUND						
Fund 250 - LOCAL DEVELOPMENT FINANCE AUTHORITY FUND:						
TOTAL REVENUES		965,444.00	1,028,493.98	1,513.34	106.53	(63,049.98)
TOTAL EXPENDITURES		1,052,858.45	1,005,201.30	479,833.33	95.47	47,657.15
NET OF REVENUES & EXPENDITURES		(87,414.45)	23,292.68	(478,319.99)	26.65	(110,707.13)
TOTAL REVENUES - ALL FUNDS		1,244,591.00	1,329,274.75	7,520.71	106.80	(84,683.75)
TOTAL EXPENDITURES - ALL FUNDS		1,381,013.45	1,130,361.03	485,451.40	81.85	250,652.42
NET OF REVENUES & EXPENDITURES		(136,422.45)	198,913.72	(477,930.69)	145.81	(335,336.17)

[REPORT_HEADER]

ITEM 9.A

TO:	[AGENDA_OFFICIAL_BODY]
FROM:	
DATE:	April 24, 2025
SUBJECT:	**CITY - DDA COST ALLOCATION AGREEMENT**

RECOMMENDATION:

AGREEMENT FOR THE DOWNTOWN DEVELOPMENT AUTHORITY TO PROVIDE FINANCIAL COMPENSATION TO THE CITY FOR ADMINISTRATIVE DUTIES AND PUBLIC SAFETY

This Agreement (the "Agreement") is made and entered into on this 1st day of July, 2025 (the "Effective Date"), between the **City of Marshall**, a Michigan municipal corporation, whose address is 323 W. Michigan Avenue, Marhsall Michigan 49068 (hereinafter "City") and the City of **Marshall Downtown Development Authority**, a tax increment finance authority, whose address is 323 W Michigan Ave, Marshall, Michigan (hereafter "DDA"), organized under the preceding public act and operating under the provisions of the Recodified Tax Increment Financing Act (Excerpt), Act 57 of 2018, MCL 125.4401, *et seq.*, as amended (collectively referred to herein as "Parties"), (individually referred to herein as a "Party".)

RECITALS

WHEREAS, the DDA captures local taxes on eligible real and personal property, including taxes from the City's general operating millage.

WHEREAS, the Recodified Tax Increment Financing Act (Excerpt), Act 57 of 2018 ("Act") Section 205(5) authorizes a DDA board to employ personnel considered necessary to the Board.

WHEREAS, Section 207(g) of the Act authorizes a DDA board to "Make and enter into contracts necessary or incidental to the exercise of the board's powers and the performance of its duties.

WHEREAS, Section 228(2) of the Act authorizes "the governing body of the municipality may assess a reasonable pro rata share of the funds for the cost of handling and auditing the funds against the funds of the authority , other than those committed, which cost shall be paid annually by the board pursuant to an appropriate item in its budget."

WHEREAS, the DDA recognizes that police, fire, and public safety services ("public safety services") are essential to maintaining a safe environment and attracting businesses and improving the economic area in the DDA.

NOW, THEREFORE, the Parties agree as follows:

1. <u>Recitals</u>. The above Recitals are fully incorporated herein.

2. <u>Purpose and Contribution</u>. To adequately provide administrative duties, as well as public safety services within the DDA boundaries, the DDA will contribute monies based on the City's current cost allocation plan, spread out evenly over twelve (12) monthly payments.

3. <u>Term of Agreement</u>. This Agreement shall commence on July 1, 2025, and shall automatically extend on a year-to-year basis, except in writing executed by both parties sixty (60) days prior to the end of a term (fiscal year end) requesting the Agreement to be amended, revoked, or modified in anyway.

4. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and venue shall lie in Calhoun County.

5. Entire Agreement. This Agreement represents the entire understanding between the Parties regarding the subject matter hereof and supersedes all other prior and contemporaneous agreements, understandings, negotiations, and discussions between the Parties with respect to such subject matter.

6. Severability. If any provisions of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

7. Amendment. This Agreement may be modified only by a written amendment signed by all of the Parties.

8. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be deemed to confer any rights on any third party not a signatory to this Agreement.

9. No Waiver of Governmental Immunity. Nothing contained in this Agreement is intended to nor shall it waive the City's defense of governmental immunity.

10. Headings. The headings inserted in this Agreement are for convenience only and shall not constitute a part of this Agreement.

11. Notice. Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing or in a form of electronic or facsimile transmission which provides evidence of receipt, and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement. Either party may change its address by giving notice of the change or a new facsimile transmission number to the other as provided in this section.

12. Binding effect. This Agreement shall be binding upon the heirs, successors and permitted assigns of the Parties.

13. Mutual Drafting. This Agreement shall be deemed to have been mutually drafted by all of the Parties and not be construed against any Party as the drafter.

14. Authority. The parties represent that they have full authority to enter into this Agreement and all appropriate and necessary action has been taken in order to authorize this Agreement.

15. Effective date. This Agreement and it shall be effective as of the date first written above.

IN WITNESS, the parties have executed this Agreement this ____ day of _____, 2025.

WITNESSES:

____

____

CITY OF MARSHALL,

____
By: Derek Perry
Its: City Manager

CITY OF MARSHALL LOCAL DEVELOPMENT FINANCE AUTHORITY,

____

By: Michael Beck
Its: Chairperson

[REPORT_HEADER]

ITEM 9.B

TO:	[AGENDA_OFFICIAL_BODY]
FROM:	William Dopp, Finance Director/ City Treasurer
DATE:	April 24, 2025
SUBJECT:	**DDA FY26 PROPOSED BUDGET**

The 2025-26 Fiscal Year DDA budget will be presented for discussion and approval.

RECOMMENDATION:
Review the proposed 2025-26 Fiscal Year DDA budget and recommend approval by City Council.

BUDGET REPORT FOR CITY OF MARSHALL

GL NUMBER	DESCRIPTION	2022-23 ACTIVITY	2023-24 ACTIVITY	2024-25 ORIGINAL BUDGET
ESTIMATED REVENUES				
Dept 000				
248-000-402.00	Current Property Taxes	172,519	185,702	181,147
248-000-412.00	Delinquent Personal Prop Taxes	266	6	
248-000-445.00	Penalties & Int. on Taxes	85	111	
248-000-573.00	LOCAL COMM STAB SHARE TAX	36,931	45,094	30,000
248-000-665.00	Interest	3,514	6,098	3,000
248-000-679.00	MISCELLANEOUS REVENUE	35	35	
248-000-679.16	MISC REVENUE - BLUES FEST	64,696	53,095	65,000
248-000-699.00	Transfers From Other Funds		18,385	
Totals for dept 000 -		278,046	308,526	279,147
TOTAL ESTIMATED REVENUES		278,046	308,526	279,147

APPROPRIATIONS

Dept 000

248-000-702.00	Payroll	1,398	8,243	2,000
248-000-702.40	Payroll - Rubbish/Garbage	1,872	2,888	3,000
248-000-702.42	Payroll - Parking Structure	751	499	
248-000-702.43	Payroll - Sidewalk Snow Removal	938	1,033	
248-000-702.44	Payroll - Flowers	376	1,136	
248-000-703.00	Part-time Salaries	11,025	8,594	15,120
248-000-703.42	PART-TIME - PARKING STRUCTURE	14	43	
248-000-703.43	PART-TIME - SIDEWALK SNOW REMOVAL	451		
248-000-704.00	Overtime Salaries	608		
248-000-704.40	Overtime - Rubbish/Garbage	282		
248-000-704.42	Overtime - Parking Structure	1,425	676	
248-000-704.43	Overtime - Sidewalk Snow Removal	1,664	412	
248-000-715.00	Social Security	1,566	1,777	
248-000-755.00	Miscellaneous Supplies	3,983	11,980	5,000
248-000-755.01	MISC SUPPLIES - DOWNTOWN PLANTERS	1,702	1,865	2,040
248-000-757.00	Fuels & Lubricants	200	300	200
248-000-777.00	MINOR TOOLS AND EQUIPMENT	19	300	300
248-000-801.00	Professional Services	25,791	397	1,000
248-000-803.00	Service Fee	3		
248-000-805.00	Administrative Costs	26,351	23,585	26,000
248-000-820.00	Contracted Services	30,967	33,368	23,000
248-000-850.00	Communications	780	654	720
248-000-901.00	Advertising	84		
248-000-941.00	MOTOR POOL VEHICLE RENTAL	6,300	5,427	5,000
248-000-961.00	COMMUNITY PROMOTIONS	57,702	44,790	65,000
248-000-970.00	Capital Outlay			115,200
248-000-990.00	Debt Service			59,000
248-000-994.00	Bond Interest Paid		10,552	
248-000-995.00	Transfers to Other Funds		484,400	
Totals for dept 000 -		176,252	642,919	322,580

Dept 718 - DDA Parking Ramp				
248-718-941.00	MOTOR POOL VEHICLE RENTAL	12		
Totals for dept 718 - DDA Parking Ramp		12		
Dept 719 - DDA Sidewalk				
248-719-941.02	MOTOR POOL REPLACEMENT CHARGE	1,505	1,505	1,343
248-719-941.03	MOTOR POOL OPERATING CHARGE	2,319	2,111	3,235
Totals for dept 719 - DDA Sidewalk		3,824	3,616	4,578
TOTAL APPROPRIATIONS		180,088	646,535	327,158

NET OF REVENUES/APPROPRIATIONS - FUND 248	97,958	(338,009)	(48,011)
BEGINNING FUND BALANCE	133,551	231,509	(106,501)
ENDING FUND BALANCE	231,509	(106,500)	(154,512)

2024-25 AMENDED BUDGET	2025-26 RECOMMENDED BUDGET
181,147	215,313
30,000	35,000
3,000	5,000
65,000	65,000
279,147	320,313
279,147	320,313

2,000	
3,000	
15,120	16,520
5,000	5,000
2,040	2,040
200	200
300	300
1,000	1,000
26,000	26,000
23,997	23,000
720	720
5,000	6,000
65,000	65,000
115,200	115,200
59,000	43,772
	12,524
323,577	317,276

1,343	888
3,235	1,753
4,578	2,641
328,155	319,917

(49,008)	396
(106,501)	(106,501)
(155,509)	(106,105)

CITY OF Marshall MICHIGAN

ITEM 10.A

TO:	[AGENDA_OFFICIAL_BODY]
FROM:	Marguerite Davenport, Director of Public Services
DATE:	April 24, 2025
SUBJECT:	ACTIVATION ZONE TRASH AND RECYCLING UPDATE

RECOMMENDATION:

[REPORT_HEADER]

ITEM 11.A

TO:	[AGENDA_OFFICIAL_BODY]
FROM:	
DATE:	April 24, 2025
SUBJECT:	**CITY - LDFA COST ALLOCATION AGREEMENT**

RECOMMENDATION:

AGREEMENT FOR THE LOCAL DEVELOPMENT FINANCE AUTHORITY TO PROVIDE FINANCIAL COMPENSATION TO THE CITY FOR ADMINISTRATIVE DUTIES AND PUBLIC SAFETY

This Agreement (the "Agreement") is made and entered into on this 1st day of July, 2025 (the "Effective Date"), between the **City of Marshall**, a Michigan municipal corporation, whose address is 323 W. Michigan Avenue, Marhsall Michigan 49068 (hereinafter "City") and the City of **Marshall Local Development Finance Authority**, a tax increment finance authority, whose address is 323 W Michigan Ave, Marshall, Michigan (hereafter "LDFA"), organized under the preceding public act and operating under the provisions of the Recodified Tax Increment Financing Act (Excerpt), Act 57 of 2018, MCL 125.4401, *et seq.*, as amended (collectively referred to herein as "Parties"), (individually referred to herein as a "Party".)

RECITALS

WHEREAS, the LDFA captures local taxes on eligible real and personal property, including taxes from the City's general operating millage.

WHEREAS, the Recodified Tax Increment Financing Act (Excerpt), Act 57 of 2018 ("Act") Section 406(5) authorizes a LDFA board to employ personnel considered necessary to the Board.

WHEREAS, Section 407(e) of the Act authorizes a LDFA board to "Make and enter into contracts necessary or incidental to the exercise of the board's powers and the performance of its duties.

WHEREAS, Section 407(l) of the Act authorizes a LDFA board to "Incur costs in connection with the performance of the board's authorized functions including, but not limited to, administrative costs, and architects, engineers, legal, and accounting fees."

WHEREAS, the LDFA recognizes that police, fire, and public safety services ("public safety services") are essential to maintaining a safe environment and attracting businesses and improving the economic area in the LDFA.

NOW, THEREFORE, the Parties agree as follows:

1. Recitals. The above Recitals are fully incorporated herein.

2. Purpose and Contribution. To adequately provide administrative duties, as well as public safety services within the LDFA boundaries, the LDFA will contribute 160,000.00, or 35% of expected City general operating tax capture, spread out evenly over twelve (12) monthly payments.

3. Term of Agreement. This Agreement shall commence on July 1, 2025, and shall automatically extend on a year-to-year basis, except in writing executed by both parties sixty (60) days prior to the end of a term (fiscal year end) requesting the Agreement to be amended, revoked, or modified in anyway.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and venue shall lie in Calhoun County.

5. Entire Agreement. This Agreement represents the entire understanding between the Parties regarding the subject matter hereof and supersedes all other prior and contemporaneous agreements, understandings, negotiations, and discussions between the Parties with respect to such subject matter.

6. Severability. If any provisions of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

7. Amendment. This Agreement may be modified only by a written amendment signed by all of the Parties.

8. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be deemed to confer any rights on any third party not a signatory to this Agreement.

9. No Waiver of Governmental Immunity. Nothing contained in this Agreement is intended to nor shall it waive the City's defense of governmental immunity.

10. Headings. The headings inserted in this Agreement are for convenience only and shall not constitute a part of this Agreement.

11. Notice. Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing or in a form of electronic or facsimile transmission which provides evidence of receipt, and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement. Either party may change its address by giving notice of the change or a new facsimile transmission number to the other as provided in this section.

12. Binding effect. This Agreement shall be binding upon the heirs, successors and permitted assigns of the Parties.

13. Mutual Drafting. This Agreement shall be deemed to have been mutually drafted by all of the Parties and not be construed against any Party as the drafter.

14. Authority. The parties represent that they have full authority to enter into this Agreement and all appropriate and necessary action has been taken in order to authorize this Agreement.

15. Effective date. This Agreement and it shall be effective as of the date first written above.

IN WITNESS, the parties have executed this Agreement this ____ day of _____, 2025.

WITNESSES:

____

____

CITY OF MARSHALL,

____
By: Derek Perry
Its: City Manager

CITY OF MARSHALL LOCAL DEVELOPMENT FINANCE AUTHORITY,

____

By: Michael Beck
Its: Chairperson

[REPORT_HEADER]

ITEM 11.B

TO:	[AGENDA_OFFICIAL_BODY]
FROM:	William Dopp, Finance Director/ City Treasurer
DATE:	April 24, 2025
SUBJECT:	LDFA FY26 PROPOSED BUDGET

The 2025-26 Fiscal Year LDFA budget will be presented for review and approval.

RECOMMENDATION:
Review the proposed 2025-26 Fiscal Year LDFA budget and recommend approval by City Council.

AGREEMENT FOR THE LOCAL DEVELOPMENT FINANCE AUTHORITY TO PROVIDE FINANCIAL COMPENSATION TO THE CITY FOR ADMINISTRATIVE DUTIES AND PUBLIC SAFETY

This Agreement (the "Agreement") is made and entered into on this 1st day of July, 2025 (the "Effective Date"), between the **City of Marshall**, a Michigan municipal corporation, whose address is 323 W. Michigan Avenue, Marhsall Michigan 49068 (hereinafter "City") and the City of **Marshall Local Development Finance Authority**, a tax increment finance authority, whose address is 323 W Michigan Ave, Marshall, Michigan (hereafter "LDFA"), organized under the preceding public act and operating under the provisions of the Recodified Tax Increment Financing Act (Excerpt), Act 57 of 2018, MCL 125.4401, *et seq.*, as amended (collectively referred to herein as "Parties"), (individually referred to herein as a "Party".)

RECITALS

WHEREAS, the LDFA captures local taxes on eligible real and personal property, including taxes from the City's general operating millage.

WHEREAS, the Recodified Tax Increment Financing Act (Excerpt), Act 57 of 2018 ("Act") Section 406(5) authorizes a LDFA board to employ personnel considered necessary to the Board.

WHEREAS, Section 407(e) of the Act authorizes a LDFA board to "Make and enter into contracts necessary or incidental to the exercise of the board's powers and the performance of its duties.

WHEREAS, Section 407(l) of the Act authorizes a LDFA board to "Incur costs in connection with the performance of the board's authorized functions including, but not limited to, administrative costs, and architects, engineers, legal, and accounting fees."

WHEREAS, the LDFA recognizes that police, fire, and public safety services ("public safety services") are essential to maintaining a safe environment and attracting businesses and improving the economic area in the LDFA.

NOW, THEREFORE, the Parties agree as follows:

1. Recitals. The above Recitals are fully incorporated herein.

2. Purpose and Contribution. To adequately provide administrative duties, as well as public safety services within the LDFA boundaries, the LDFA will contribute 35% of expected City general operating tax capture, spread out evenly over twelve (12) monthly payments.

3. Term of Agreement. This Agreement shall commence on July 1, 2025, and shall automatically extend on a year-to-year basis, except in writing executed by both parties sixty (60) days prior to the end of a term (fiscal year end) requesting the Agreement to be amended, revoked, or modified in anyway.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and venue shall lie in Calhoun County.

5. Entire Agreement. This Agreement represents the entire understanding between the Parties regarding the subject matter hereof and supersedes all other prior and contemporaneous agreements, understandings, negotiations, and discussions between the Parties with respect to such subject matter.

6. Severability. If any provisions of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

7. Amendment. This Agreement may be modified only by a written amendment signed by all of the Parties.

8. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be deemed to confer any rights on any third party not a signatory to this Agreement.

9. No Waiver of Governmental Immunity. Nothing contained in this Agreement is intended to nor shall it waive the City's defense of governmental immunity.

10. Headings. The headings inserted in this Agreement are for convenience only and shall not constitute a part of this Agreement.

11. Notice. Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing or in a form of electronic or facsimile transmission which provides evidence of receipt, and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement. Either party may change its address by giving notice of the change or a new facsimile transmission number to the other as provided in this section.

12. Binding effect. This Agreement shall be binding upon the heirs, successors and permitted assigns of the Parties.

13. Mutual Drafting. This Agreement shall be deemed to have been mutually drafted by all of the Parties and not be construed against any Party as the drafter.

14. Authority. The parties represent that they have full authority to enter into this Agreement and all appropriate and necessary action has been taken in order to authorize this Agreement.

15. Effective date. This Agreement and it shall be effective as of the date first written above.

IN WITNESS, the parties have executed this Agreement this ____ day of _____, 2025.

WITNESSES:

____

____

CITY OF MARSHALL,

____

By: Derek Perry
Its: City Manager

CITY OF MARSHALL LOCAL DEVELOPMENT FINANCE AUTHORITY,

____

By: Michael Beck
Its: Chairperson