



**CITY COUNCIL
WORK SESSION AGENDA
Wednesday August 4, 2021
6:00 PM
City Hall Training Room**

A. 2021 Departmental Restructuring: City Staff will answer questions on a proposed departmental restructuring plan

B. Other items

C. Future Work Sessions

Strategic Planning MRLEC
Brooks Electric Substation City Hall

August 13th & 14th
August 16th

D. Future topics

323 W. Michigan Ave.

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MARSHALL CITY COUNCIL AGENDA

Wednesday – 7:00 P.M.

August 4, 2021

- 1) **CALL TO ORDER**
- 2) **ROLL CALL**
- 3) **INVOCATION** – Devon Shephard, Woodland Church
- 4) **PLEDGE OF ALLEGIANCE**
- 5) **APPROVAL OF AGENDA** – Items can be added or deleted from the Agenda by Council action.
- 6) **PUBLIC COMMENT ON AGENDA ITEMS** – Persons addressing 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 five (5) minutes on any agenda item.
- 7) **CONSENT AGENDA**

A. Schedule Public Hearing – Zoning Ordinance Amendment and Code of Ordinances Amendment

City Council will consider the recommendation to schedule a public hearing for Monday, August 16, 2021 to hear public comment regarding the Zoning Ordinance amendment and Code of Ordinances amendment to change Marihuana Facilities from a Principal Permitted Use to a Special Land Use, allow for reduced site distances, and reasonable odor mitigation.

B. Dial-A-Ride Bus Purchase

City Council will consider the recommendation to approve the purchase of a new Dial-A-Ride bus from Hoekstra Transportation in an amount not-to-exceed \$89,300.00.

C. Code of Ethics and Conflict of Interest Policy

City Council will consider the recommendation to approve the Code of Ethics and Conflict of Interest Policy as presented.

D. Title VI Non-Discrimination Plan

City Council will consider the recommendation to approve the Title VI Non-Discrimination Plan as presented.

E. City Council Minutes

Work Session..... Monday, July 19, 2021
 Regular Session..... Monday, July 19, 2021

F. City Bills

Regular Purchases	\$ 102,508.72
Weekly Purchases –7/16/21.....	\$ 141,707.61
Weekly Purchases –7/23/21.....	\$ 41,067.73
Total	\$ 285,284.06

Mayor:

Joe Caron

Council Members:

Ward 1 - Scott Wolfersberger

Ward 2 - Jim Schwartz

Ward 3 - Jacob Gates

Ward 4 - Jen Rice

Ward 5 - Ryan Underhill

At-Large - Ryan Traver



8) PRESENTATIONS AND RECOGNITIONS

9) INFORMATIONAL ITEMS

A. Event Report – Honolulu House Ball

B. Event Report – Vintage Garden Market

10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

A. Marshall House Purchase Agreement

City Council will consider the recommendation to approve the purchase agreement for the sale of Marshall House to Integra Property Group.

B. Municipal Civil Infractions Fines Resolution

City Council will consider the recommendation to approve the resolution establishing fines for Municipal Civil Infractions.

C. Annual Compensation of Transit Operations Manager

City Council will consider the recommendation to approve the annual salary of the Transit Operations Manager at \$45,760.

D. American Rescue Plan Act Funds – Premium Pay

City Council will consider the recommendation to approve the use of American Rescue Plan Act funds in the amount of \$8,500 to provide premium pay to our permanent part-time employees.

13) APPOINTMENTS / ELECTIONS

14) PUBLIC COMMENT ON NON-AGENDA ITEMS

Persons addressing 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 five (5) minutes on any item not on the agenda.

15) COUNCIL AND MANAGER COMMUNICATIONS

16) CLOSED SESSION

Pursuant to section 8(h) of the Open Meetings Act, to consider material exempt from disclosure by state statute, section 13(1)(g) of the Freedom of Information Act: Confidential Attorney-Client Written Communications dated **August 2, 2021**.

17) ADJOURNMENT

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tom Tarkiewicz".

Tom Tarkiewicz
City Manager

August 4, 2021

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ADMINISTRATIVE REPORT
August 4, 2021 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council Members

FROM: Trisha Nelson, Planning and Zoning Administrator
Tom Tarkiewicz, City Manager

SUBJECT: Set Public Hearing for August 16, 2021 to consider changes to the Zoning Ordinance and Code of Ordinances to change Marihuana Facilities from a Principal Permitted Use to a Special Land Use

BACKGROUND: The purpose of the proposed ordinance amendments is to change approved Medical and Commercial Marihuana facilities from a Principal Permitted Use to a Special Land Use. The City feels strongly that having these facilities as a Special Land Use gives us more control in the regulation of such businesses. The change to the General Law Ordinance also allows for reduced site distances for certain size building facilities and reasonable odor mitigation.

Attorney Revore has worked with city staff to develop the attached ordinance changes.

Initially, Planning Commission scheduled a public hearing regarding the proposed zoning ordinance amendment for Wednesday, July 14, 2021; however, we were unable to get a quorum. A special meeting was held on July 16, 2021 to reschedule the public hearing for Monday, August 2, 2021 at 5:00 p.m. to formulate a recommendation to City Council.

RECOMMENDATION: It is recommended that the City Council establish a public hearing for Monday, August 16, 2021 to hear comments on the Zoning Ordinance amendment and Code of Ordinance amendment to change Marihuana Facilities from a Principal Permitted Use to a Special Land Use, allow for reduced site distances, and reasonable odor mitigation.

FISCAL EFFECTS: None at this time.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

Trisha Nelson
Planning and Zoning Administrator

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

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**CITY OF MARSHALL
CALHOUN COUNTY, MICHIGAN**

ORDINANCE #2021-___

PREAMBLE

AN ORDINANCE TO AMEND THE CITY OF MARSHALL ZONING CODE, ARTICLE 3.0, ZONING DISTRICTS, SECTION 3.1.12 OF THE "I-1 RESEARCH AND TECHNICAL DISTRICT" AND SECTION 3.1.13 OF THE "I-2 GENERAL INDUSTRIAL DISTRICT"; TO REQUIRE MARIHUANA FACILITIES AND MARIHUANA ESTABLISHMENTS GROWER, PROCESSOR AND SAFETY COMPLIANCE FACILITY BE A SPECIAL LAND USE SUBJECT TO THE ZONING CODE, ARTICLE 6.0 DEVELOPMENT PROCEDURES, SECTION 6.2 SPECIAL LAND USES AND SECTION 6.3 SITE PLAN REVIEW; TO AMEND ARTICLE 6.0, SECTION 6.2 TO ADD OFFENSIVE TO ODORS; THAT MARIHUANA GROWER AND MARIHUANA PROCESSOR FACILITIES AND ESTABLISHMENTS ARE SUBJECT TO LAND SITE DISTANCES AS ESTABLISHED UNDER CITY ORDINANCES, AS AMENDED; REPEAL ANY ORDINANCES IN CONFLICT THEREOF; AND TO PROVIDE AN EFFECTIVE DATE HEREOF.

THE CITY OF MARSHALL, CALHOUN COUNTY, HEREBY ORDAINS:

Section 1. PURPOSE. The purpose of this Ordinance is to amend the City Zoning Code to require Grower, Processor and Safety Compliance Facility licensed under City ordinances and the Medical Marihuana Facilities Licensing Act (MMFLA), PA 281 of 2016, and the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018 (MRTMA), be subject to Zoning Code, Article 3.0 as a special land use and Article 6.0 Development Procedures, Section 6.2 Special Land Uses and Section 6.3 Site Plan Review. It is further the intent of this Ordinance to amend Article 6.0, Section 6.2 to provide that the proposed use shall not involve "unreasonable" or "offensive" odors. It is further the intent of this Ordinance that Marihuana Grower and Marihuana Processor facilities and establishments are subject to land site distances as established under City ordinances, as amended

It is the intent of these provisions to ensure the health, safety and welfare of the citizens of Marshall that quality of life is not impaired, neighborhood character is preserved, commercial activities developed and increased, employment opportunities expanded, and positive planned land use developed.

Section 2. That Article 3.0 ZONING DISTRICTS, SECTION 3.1.12 I-1 OF THE RESEARCH AND TECHNICAL DISTRICT of the Marshall City Zoning Code, is hereby amended as follows:

B. Principal Permitted USES (continued)

~~xxiii. Any use allowed in such district as provided in the City Medical Marihuana Ordinance~~

C. Special Land Use

xvii. Marihuana Grower, Marihuana Processor, and Safety Compliance Facility under the City Medical Marihuana Ordinance and the Medical Marihuana Facilities Licensing Act (MMFLA), PA 281 of 2016, are a special land use subject to Article 6.0, Sections 6.2 and 6.3.

xviii. Marihuana Grower, Marihuana Processor, and Safety Compliance Facility under the City Commercial Marihuana Ordinance and the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018 (MRTMA), are a special land use subject to Article 6.0, Sections 6.2 and 6.3.

Section 3. That Article 3.0 ZONING DISTRICTS, SECTION 3.1.13 I-1 OF THE "I-2 GENERAL INDUSTRIAL DISTRICT of the Marshall City Zoning Code, is hereby amended as follows:

B. Principal Permitted USES (continued)

~~xxiii. Any use allowed in such district as provided in the City Medical Marihuana Ordinance~~

C. Special Land Use

xxii. Marihuana Grower, Marihuana Processor, and Safety Compliance Facility under the City Medical Marihuana Ordinance and the Medical Marihuana Facilities Licensing Act (MMFLA), PA 281 of 2016, are a special land use subject to Article 6.0, Sections 6.2 and 6.3.

xxiii. Marihuana Grower, Marihuana Processor, and Safety Compliance Facility under the City Commercial Marihuana Ordinance and the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018 (MRTMA), are a special land use subject to Article 6.0, Sections 6.2 and 6.3.

Section 4. That Ordinance #2017-05, Sections Grower, Processor and Safety Compliance Facility, are hereby amended to require Grower, Processor and Safety Compliance facility be subject to special land use in the following zoning districts: I-1 and I-2 and subject to 6.0 Development Procedures, Section 6.2 Special Land Uses and Section 6.3 Site Plan Review.

Section 5. That under Ordinance No. 2019-06 section LOCATION AND ELIGIBILITY, subsection (D)(1)(a) and (f)(7) Marihuana Grower License, shall be amended from a permitted use to a special land use subject to the Zoning Code § 3.19-20 and Article 6.0, sections 6.2 and 6.3.

Section 6. That under Ordinance No. 2019-06 section LOCATION AND ELIGIBILITY, subsection (D)(2)(a) Marihuana Processor License, shall be amended from a permitted use to a special land use subject to the Zoning Code § 3.19-20 and Article 6.0, sections 6.2 and 6.3.

Section 7. That Ordinance No. 2019-06 section LOCATION AND ELIGIBILITY, subsection (D)(4)(a) Marihuana Safety Compliance Facility License, shall be amended from a permitted use to a special land use subject to the Zoning Code § 3.19-20 and Article 6.0, sections 6.2 and 6.3.

Section 8. That Article 6.0 Development Procedures, Section 6.2, of the Marshall City Zoning Code, is hereby amended as follows:

10. Standards for Special Use Approval.

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

Section 9. Marihuana Grower and Marihuana Processor facilities and establishments are subject to land site distances as established under City ordinances, as amended.

Section 10. That the editors of the Marshall Zoning Code are hereby authorized to update and revise the Zoning Ordinance and its Code to effectuate the provisions of this Ordinance.

Section 11. Severability. It is the legislative intent of the City adopting this Ordinance that all provisions hereof shall be liberally construed to protect the public health, safety and general welfare of the inhabitants of the City and all other persons affected by this Ordinance. Consequently, should any provision of this Ordinance be held to be unconstitutional, invalid or of no effect, such holding shall not be construed as affecting the validity of any of the remaining provisions of this Ordinance or Zoning Code, it being the intent of the City Council that this Ordinance shall stand and remain in effect, notwithstanding the invalidity of any provision hereof.

Section 12. Conflicting Ordinance and Code Provisions Repealed. Any City of Marshall Ordinance, parts of Ordinances, or any Marshall Code provision in conflict or inconsistent with any of the provisions of this Ordinance shall be and is hereby repealed.

Section 13. This Ordinance [or a summary thereof as permitted by MCL 125.3401] shall be published in the *Marshall Advisor*, a newspaper of general circulation in the City of Marshall qualified under state law to publish legal notices. This Ordinance shall be recorded in the Ordinance Book and such recording shall be authenticated by the signatures of the Mayor and the City Clerk.

Section 14. This Ordinance is declared to be effective seven (7) days after publication or as provided by law.

Adopted and signed this _____ day of _____, 2021.

Joe Caron, MAYOR

Trisha Nelson, CITY CLERK

I, Trisha Nelson, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of an ordinance approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on _____, 2021, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available by said Act.

Trisha Nelson, CITY CLERK

**CITY OF MARSHALL
CALHOUN COUNTY, MICHIGAN**

ORDINANCE #2021-___

PREAMBLE

AN ORDINANCE TO AMEND THE CITY OF MARSHALL MEDICAL MARIHUANA FACILITIES LICENSING ACT (MMFLA), ORDINANCE No. 2017-06, AND COMMERCIAL MARIHUANA (MRTMA) ORDINANCE NO. 2019-06, TO ALLOW FOR REDUCED SITE DISTANCES FOR CERTAIN SIZE BUILDING FACILITIES, AND REASONABLE ODOR MITIGATION; TO REQUIRE ALL MARIHUANA FACILITIES AND MARIHUANA ESTABLISHMENTS BE SUBJECT TO THE ZONING CODE, ARTICLE 6.0 DEVELOPMENT PROCEDURES, SECTION 6.2 SPECIAL LAND USES AND SECTION 6.3 SITE PLAN REVIEW; REPEAL ANY ORDINANCES IN CONFLICT THEREOF; AND TO PROVIDE AN EFFECTIVE DATE HEREOF.

THE CITY OF MARSHALL, CALHOUN COUNTY, HEREBY ORDAINS:

Section 1. PURPOSE. The purpose of this Ordinance is to amend City ordinances to allow for site distance reduction for certain large size marihuana grower and processor buildings and facilities from other marihuana grower and processor buildings and facilities, and for reasonable odor mitigation, and to require all commercial marihuana facilities licensed under City ordinances and the Medical Marihuana Facilities Licensing Act (MMFLA), PA 281 of 2016, and the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018 (MRTMA), be subject to the Marshall Zoning Code, Article 6.0 Development Procedures, Section 6.2 Special Land Uses and Section 6.3 Site Plan Review.

It is the intent of these provisions to provide for the health, safety and welfare of the citizens of Marshall that quality of life is not impaired, neighborhood character is preserved, commercial activities developed and increased, employment opportunities expanded, and positive planned land use developed.

Section 2. That Ordinance # 2017-06, Section Grower subsection (2) is hereby amended to the following:

The facility must not be within 2,640-foot of another grow or processing facility, **except as follows:**

100,000 square foot or larger building with at least 12 total acres are not restricted as to site distances from another marihuana grow or processing facility.

Section 3. That Ordinance # 2017-06, Section Processor subsection (3) is hereby amended to the following:

The facility must not be within 2,640-foot of another grow or processing facility **excepts as follows:**

100,000 square foot or larger building with at least 12 total acres are not restricted as to site distances from another marihuana grow or processing facility.

Section 4. That Ordinance No. 2019-06 section LOCATION AND ELIGIBILITY, subsection (D)(1)(a) and (f)(7) Marihuana Grower License, shall be amended as follows:

(1) Marihuana Grower License:

a. The location at which a grower establishment cultivates marihuana is a ~~permitted~~ **special land** use in the following zoning districts: I-1 and I-2, as provided by and subject to the requirements of this Ordinance and the Zoning Ordinance **Code § 3.19-20 and Article 6.0, sections 6.2 and 6.3.** The City will restrict locations and entity but shall not restrict number of licenses managed by that entity. Grower establishment, as measured from the property lot line, shall not be within 2,640 feet of another grow establishment or processing establishment licensed under the MRTMA, or grow or processing facility licensed under the MMFLA, **except 100,000 square foot or larger marihuana grow or process building facilities with at least 12 total acres are not restricted as to site distances from another grow or processing facility.**

f. A Grower shall comply with all of the provisions of the MRTMA and shall:

7) **Odor control - No Person, tenant, occupant, or property owner shall permit the emission of unreasonable or offensive Marihuana odor from any source to result in such detectable odors that leave the premises upon which they originated. Odor emission shall be measured by a reasonable person of normal sensitivity standard. A grower shall install and maintain in operable condition a system which precludes the emission of unreasonable or offensive Marihuana odor from the marijuana facilities and premises. ~~A marihuana establishment shall be so that the odor of marihuana cannot be detected by a person with a normal sense of smell at the exterior of the marihuana establishment property line or at any adjoining use or property.~~ Odor must be**

managed at the establishment site and by the installation of an operable filtration to ventilation and exhaust equipment and odors must otherwise be effectively confined to the interior of the building or dwelling from which the odor is generated.

Section 5. That Ordinance No. 2019-06 section LOCATION AND ELIGIBILITY, subsection (D)(2)(a) Marihuana Processor License, shall be amended as follows:

(2) Marihuana Processor License:

a. The location at which a Processor establishment extracts resin from the marihuana or creates a marihuana-infused product is a ~~permitted~~ **special land** use in the following zoning districts: I-1 and I-2, as provided by and subject to the requirements of this Ordinance and the Zoning Ordinance **Code § 3.19-20 and Article 6.0, sections 6.2 and 6.3.** The City will restrict locations and only one Marihuana Processor establishment license shall be permitted per parcel or lot. Processor establishment, as measured from the property lot line, shall not be within 2,640 feet of another grow establishment or processing establishment licensed under the MRTMA, or grow or processing facility licensed under the MMFLA, **except 100,000 square foot or larger grower or processor buildings with at least 12 total acres are not restricted as to site distances from another marihuana grow or processing facility.**

f. **6) Odor control - No Person, tenant, occupant, or property owner shall permit the emission of unreasonable or offensive Marihuana odor from any source to result in such detectable odors that leave the premises upon which they originated. Odor emission shall be measured by a reasonable person of normal sensitivity standard. A grower shall install and maintain in operable condition a system which precludes the emission of unreasonable or offensive Marihuana odor from the marijuana facilities and premises. Odor must be managed at the establishment site and by the installation of an operable filtration to ventilation and exhaust equipment and odors must otherwise be effectively confined to the interior of the building or dwelling from which the odor is generated.**

Section 6. That Ordinance No. 2019-06 section LOCATION AND ELIGIBILITY, subsection (D)(4)(a) Marihuana Processor License, shall be amended as follows:

(4) Marihuana Safety Compliance Facility License:

a. The location at which a safety compliance facility tests marihuana and marihuana-infused products is a ~~permitted~~ **special land** use in the following

zoning districts: I-1 and I-2, as provided by and subject to the requirements of **this Ordinance** and the Zoning Code § 3.19-20 and **Article 6.0, sections 6.2 and 6.3**. The City will allow up to a total of two (2) state-approved and licensed safety compliance facilities in zoning districts: I-1 and I-2, combined.

Section 7. That Ordinance No. 2019-06 section GENERAL LICENSE APPLICATION REQUIREMENTS, subsection (B)(8)(e), shall be amended as follows:

e. A plan for ventilation of the marihuana establishment that describes the ventilation systems that will be used to prevent any **unreasonable or offensive** odor of marihuana off the premises of the business. For marihuana establishments that grow **and/or process** marihuana plants **and/or marihuana infused products**, such plan shall also include all ventilation systems used to control the environment for the plants and describe how such systems operate with the systems preventing any **unreasonable or offensive** odors from leaving the premises. For marihuana businesses that produce marihuana-infused products, such plan shall also include all ventilation systems used to mitigate noxious gases or other fumes used or created as part of the production process.

Section 8. That Ordinance No. 2019-06 section VISIBILITY OF ACTIVITIES; CONTROL OF EMISSIONS subsection (C), shall be amended as follows:

(C) Sufficient measures and means of preventing smoke, **unreasonable or offensive** odors, debris, dust, fluids and other substances from exiting a marihuana establishment and commercial entity must be provided at all times. In the event that any **unreasonable or offensive** odors, debris, dust, fluids or other substances exit a marihuana establishment and/or commercial entity, the owner of the subject premises and the licensee shall be jointly and severally liable for such conditions and shall be responsible for immediate, full clean-up and correction of such condition. The licensee shall properly dispose of all such materials, items and other substances in a safe, sanitary and secure manner and in accordance with all applicable federal, state and local laws and regulations.

Section 9. That Ordinance No. 2019-06 section **MARIHUANA CULTIVATION** subsection (D), shall be amended as follows:

(D) No marihuana cultivation activity shall result in the emission of any gas, vapors, **unreasonable or offensive** odor, smoke, dust, heat or glare that is noticeable at or beyond the property line of the dwelling at which the cultivation occurs. Sufficient measures and means of preventing the escape of such substances from a dwelling must be provided at all times. In the event that any gas, vapors, **unreasonable or offensive** odor, smoke, dust, heat or glare or other substances exit a dwelling, the owner of the subject premises shall be liable for such conditions and shall be responsible for immediate, full clean-up and

correction of such condition. The owner shall properly dispose of all such materials, items and other substances in a safe, sanitary and secure manner and in accordance with all applicable federal, state and local laws and regulations. In the event there is a lessee of the subject premises, the owner and the lessee shall be jointly and severally liable for such conditions.

Section 10. That Ordinance No. 2019-06 section **ODOR CONTROL** subsections (A) and (C), shall be amended as follows:

(A) No person, tenant, occupant, or property owner shall permit the emission of marihuana odor from any source to result in ~~detectable~~ **unreasonable or offensive** odors that leave the premises upon which they originated and interfere with the reasonable and comfortable use and enjoyment of another's property.

(B) Whether or not a marihuana odor emission interferes with the reasonable and comfortable use and enjoyment of a property shall be measured against the objective standards of a reasonable person of normal sensitivity.

(C) A grower or a processor shall install and maintain in operable condition a system which precludes the emission of **unreasonable or offensive** marihuana odor from the premises

Section 11. Severability. It is the legislative intent of the City adopting this Ordinance that all provisions hereof shall be liberally construed to protect the public health, safety and general welfare of the inhabitants of the City and all other persons affected by this Ordinance. Consequently, should any provision of this Ordinance be held to be unconstitutional, invalid or of no effect, such holding shall not be construed as affecting the validity of any of the remaining provisions of this Ordinance or Zoning Code, it being the intent of the City Council that this Ordinance shall stand and remain in effect, notwithstanding the invalidity of any provision hereof.

Section 12. Conflicting Ordinance and Code Provisions Repealed. Any City of Marshall Ordinance, parts of Ordinances, or any Marshall Code provision in conflict or inconsistent with any of the provisions of this Ordinance shall be and is hereby repealed.

Section 13. This Ordinance [or a summary thereof as permitted by MCL 125.3401] shall be published in the *Marshall Advisor*, a newspaper of general circulation in the City of Marshall qualified under state law to publish legal notices. This Ordinance shall be recorded in the Ordinance Book and such recording shall be authenticated by the signatures of the Mayor and the City Clerk.

Section 14. This Ordinance is declared to be effective seven (7) days after publication or as provided by law.

Adopted and signed this _____ day of _____, 2021.

Joe Caron, MAYOR

Trisha Nelson, CITY CLERK

I, Trisha Nelson, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of an ordinance approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on _____, 2021, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available by said Act.

Trisha Nelson, CITY CLERK



ADMINISTRATIVE REPORT
August 4, 2021 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council Members
FROM: Paul LaRose, MDOT Liaison
Marguerite Davenport, Directory of Public Services
Tom Tarkiewicz, City Manager
SUBJECT: Dial-A-Ride New Bus Purchase

BACKGROUND: The City of Marshall has available funding from the State of Michigan in the form of a Project Authorization. There is funding from PA 2017-0091 P11 in the amount of \$90,242.00. This request is for the purchase of a new bus to replace Bus 8 that was lost due to fire damage.

We are requesting authorization from Council to enter into a purchase agreement with Hoekstra Transportation to purchase a new bus. Hoekstra Transportation is an MDOT preferred vendor.

The new bus will be a 23-foot, El Dorado National, Small Class II Composite bus. It will use unleaded fuel, and seat 16 ambulatory passengers or 4 ambulatory passengers plus 2 wheelchairs. The color of the bus will be white and will be practically identical to our current bus fleet. The expected delivery date is a least a year out due to the Covid-19 pandemic.

RECOMMENDATION: Staff recommends that Council approve the purchase of a new DART bus from Hoekstra Transportation in an amount not to exceed \$89,300.00.

FISCAL EFFECTS: The purchase of the new bus is fully funded through the project authorizations. The City of Marshall will have to pay for the bus and then seek reimbursement from the State. The bus will be purchased out of the DART-Capital Outlay account 588-538-970.00. The finance department will present a budget amendment with the first quarter financial report to account for this transaction.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

Tom Tarkiewicz
City Manager
Marguerite Davenport
Director of Public Services
Paul LaRose
MDOT Liaison

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ADMINISTRATIVE REPORT
August 4, 2021 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council
FROM: Tom Tarkiewicz, City Manager
SUBJECT: Code of Ethics and Conflict of Interest Policy

BACKGROUND: City Council approved the Code of Ethics and Conflict of Interest Policy in 2010. At the July 19, 2021 City Council meeting, Council approved the acceptance of the American Rescue Plan Act (APRA) funds. Recipients of the funds under the American Rescue Plan Act are required to have certain policies and plans. The City's 2010 policy is out of date. The policy has been updated by Attorney Revore to include language required for acceptance of the ARPA funds.

RECOMMENDATION: It is recommended that the City Council approve the attached Code of Ethics and Conflict of Interest Policy as submitted.

FISCAL EFFECTS: None

ALTERNATIVES: As suggested by the Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tom Tarkiewicz", written in a cursive style.

Tom Tarkiewicz
City Manager

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CITY OF MARSHALL

CODE OF ETHICS AND CONFLICT OF INTEREST

I. Statement of Purpose

Every citizen in the City is entitled to have complete confidence in the integrity of the process of local government. Each representative of the people of the City, whether elected or appointed, paid or unpaid, serving on a Council, committee, commission or as an employee, shares the responsibility for earning and retaining the public's trust. The City's public officials must faithfully discharge the duties of their office in the best interest of the City, recognizing the public interest must be primary and their behavior above reproach. Even the appearance of a public official's personal gain or benefit at the expense of the City may undermine the public's confidence in the fairness of the process of City government.

The provisions of this policy are intended to provide guidance to the public officials of the City by establishing standards of conduct, both expected and prohibited. The public officials of the City are expected to comply with both the requirements of this Policy and applicable Michigan law, including, but not limited to, the Contracts of Public Servants With Public Entities Act, PA 317 of 1968 (MCL 15.321 *et seq*); Standards Of Conduct For Public Officers And Employees Act, PA 196 of 1973 (MCL 15.341 *et seq*), and 2 CFR § 200.318(c) - General procurement standards.

II. Definitions

- | | |
|----------------------|---|
| Benefit | Anything reasonably regarded as a monetary or financial gain or advantage, including any gain or advantage to any other person in whose welfare the public official has a direct and substantial interest. A public official has a direct and substantial interest in the welfare of the official's family members and employer. |
| Business | A sole proprietorship, partnership, firm, corporation, holding company, receivership, trust, unincorporated association, or any other entity recognized by law. |
| Conflict of Interest | A "conflict of interest" arises anytime one's actions as a public official may have a deferential, monetary or financial impact on said official or his or her family, as opposed to the public at large, or when the independence of one's actions as a public official could in any way be compromised by the individual's outside interests. |

Employee	Any person listed on the payroll of the City, whether part or full time.
Immediate Family Member	<ol style="list-style-type: none"> 1. A public servant's spouse or domestic partner, or 2. A public servant's relative by marriage, lineal descent, or adoption who receives, directly or indirectly, more than one-half of his or her support from the public servant, or from whom the public servant receives, directly or indirectly, more than one-half of his or her support; or 3. An individual claimed by a public servant or a public servant's spouse as a dependent under the United States Internal Revenue Code, being 26 USC 1 et seq.
Family Member	A spouse, domestic partner, parent, child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild.
Gift	A voluntary transfer of property (including money) or the conferral of a benefit having monetary or financial value, unless consideration of equal or greater value is received by the donor.
Official Action	<p>Includes:</p> <ol style="list-style-type: none"> 1. Any affirmative act, including making a recommendation within the scope of a public official's duties; and 2. Any failure to act when the public official is under a duty to act.
Public Official	"Public officials" of the City include all members of the City Council, members of all committees, boards and commissions of the City, the City Manager and all other City employees and appointees.
Relative	A person who is related to a public servant as spouse or as any of the following, whether by marriage, blood or adoption: parent, child, brother, sister, uncle, aunt, nephew, niece, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, brother-in-law, or sister-in-law.
City	The City of Marshall

III. Standards of Conduct

1. No employee, officer, or agent of the City may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the City may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The City shall disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.
2. **Disclosure of Confidential Information.** A public official shall not divulge to an unauthorized person confidential information acquired in the course of public service in advance of the time prescribed for its release to the public.
3. **Suppression of Information for Personal Gain.** A public official shall not, for personal gain or benefit, suppress or attempt to suppress public documents or information otherwise available to the general public.
4. **Mischaracterization of Opinions.** A public official shall not represent their view or their personal opinion as being that of the City.
5. **Internet and E-mail Use, Social Media.** The provisions of the City's policies pertaining to internet, e-mail use, and social media, applies to all public officials of the City.
6. **Public Employment for Personal Gain.** A public official shall not use the personnel, property or other resources of the City, or the prestige of their office, for personal benefit or gain.
7. **Gifts and Gratuities.** A public official shall not solicit or accept a gift or a loan of money, goods, or other thing of value which is intended to influence the way the public official performs official duties. This rule shall not be construed to prohibit political campaign contributions made in accordance with applicable Michigan statutes.
8. **Prohibition of Certain Private Business Transactions.** A public official shall not engage in a business transaction in which they may profit from their official position or authority, or benefit financially from confidential

information which the public official has or may obtain by reason of that position or authority.

9. **Incompatible Offices or Employment.** A public official shall not engage in, accept, or continue employment when that employment is incompatible or in conflict with the public official's discharge of official duties or may impair the independence of judgment or actions in the performance of those duties. This rule does not apply and the public official may participate in official action if:

- a. The requisite quorum for official action would not be available without the participation of the public official; and
- b. The public official is not paid for working more than twenty-five (25) hours per week for the City; and
- c. The public official promptly discloses on the public record of the official action any personal, financial, business or employment interest the official may have in a decision; and
- d. The official action does not concern a contract in which the public official has a financial interest.

10. **Solicitation of Contracts.** A public official shall not be a party to, directly or indirectly, or solicit a contract between the City and the public official, a business entity of which the public official is an employee, partner, or member, a trust of which the public official is a beneficiary, or with any corporation in which the public official is a director, officer, employee or stockholder with ownership of more than one percent (1%) of the outstanding stock or a present value in excess of Twenty-Five Thousand and no/100 Dollars (\$25,000.00). Exception: A public servant who is paid for working an average of 25 hours per week or less for a public entity.

A public official must promptly disclose in writing to the City Council any interest in the contract for the public record seven (7) days before the contract is considered, and the contract must be approved by a vote of at least two-thirds (2/3) of the members of the Council without the vote of the public official making the disclosure. In the event a 2/3 quorum cannot be satisfied, the public official may be counted for a quorum and vote on a contract, if the benefit to the public official is less than Two Hundred Fifty and no/100 Dollars (\$250.00) and less than five percent (5%) of the public cost of the contract, and the public official files a sworn affidavit to that effect as part of the public proceedings regarding the official action to be taken.

11. Prohibited Representation. A public official of the City shall not represent:

- a. Any person, group or other entity before the body of which the public official is a member.
- b. Any person, group or other entity before the City Council.

12. Misuse of Public Position to Obtain Information. Public officials of the City shall not use their positions to obtain official information about any person or entity for any other purpose than the performance of official duties. This section shall not be construed to prohibit a public official from obtaining information which is available to the general public.

13. Preferential Treatment. All City activities shall be conducted fairly and impartially. City public officials shall not for any reason show favoritism in carrying out the City's business. No public official shall use their employment or position to secure or attempt to secure advantages, privileges, exceptions or preferential treatment for themselves or others, directly or indirectly.

14. Avoidance of Appearance of Impropriety. To avoid the appearance and risk of impropriety, a City public official or employee shall not take any official action that is likely to affect the economic interests of:

- a. The public official;
- b. Immediate Family Members, Family Members, Relatives;
- c. An outside client;
- d. A member of the official's household;
- e. The employer of the official, or the official's spouse, parent or child;
- f. A business entity in which the official or family member has a financial interest;
- g. A person with whom the public official has a relationship which is sufficiently close or antagonistic so as to impede the official's ability to make an unbiased decision.

15. Use of City Resources. City officials, appointees, employees and volunteers shall not use public resources that are not available to the public

in general, such as City staff time, equipment, supplies or facilities, for private gain, private purposes or personal purposes.

16. **Maintaining the Integrity of Office.** A City Council member who intends to enter into an office or position that is incompatible with his or her City Council office shall resign from City Council office by submitting a letter of resignation to the City Council stating the effective date of his or her resignation (i.e., the last day he or she will hold City office).
17. **Residency.** A City Council member who intends to reside permanently outside the City shall resign from City Council office by submitting a letter of resignation to the City Council stating the effective date of his or her resignation (i.e., the last day he or she will hold City office).
18. **Truthfulness.** All information provided by City officials, appointees, Councils and commissions, employees and volunteers will be truthful and complete. The City Council, appointees, Councils and commissions, employees and volunteers shall not knowingly make false or misleading statements, or use false or misleading information as the basis for making a decision.
19. **Avoiding Undue Influence on Other City Councils and Commissions.** Because of the value of the independent advice of Councils, commissions and committees to the public decision-making process, members of the City Council shall refrain from using their position to unduly influence the deliberations, outcomes or recommendations of Council, commissions and committee proceedings.
20. **Discussions.** The professional and personal conduct of City officials, appointees, employees and volunteers must be above reproach and avoid the appearance of impropriety. While recognizing First Amendment rights, all should refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the City Council, other City Councils, commissions and committees, employees and volunteers
21. **Council Member Communication of City Positions.** City Council members shall represent the official policies or positions of the City Council, commission or committee to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, officials shall explicitly state that these positions do not represent those of the City Council members or the City.
22. **Meeting Attendance and Demeanor.** City officials, appointees, employees and volunteers shall come to meetings on time and be prepared to deliberate and make decisions. Council members shall honor the role of the

presiding officer in maintaining order and ensuring equal opportunity to provide input on matters of public policy. Council members will respect the role of the Manager as moderator to focus discussion on current agenda items. Objections to the Manager's actions should be voiced politely and with reason.

23. Misconduct in Office by Public Officers. Misconduct in Office applies only to public officers, as distinguished from public employees. Misconduct in Office is a common law offense subject to the provisions of MCL 750.505; MSA 28.773. The offense of Misconduct in Office includes malfeasance, which is doing a wrongful act; misfeasance, which is doing a lawful act in a wrongful manner; and, nonfeasance, which is failure to perform an act required by the duties of the office. Public censure and/or public reprimand are possible actions that can be taken by public Councils against public officials who demonstrate evidence of corrupt intent.

IV. Recusal and Disclosure

From the time a conflict with these Standards of Conduct is or should have been recognized, the public official shall:

1. Immediately refrain from further participation in the matter, including discussion with any persons likely to consider the matter; and
2. Promptly disclose to the appropriate City Council committee, commission or Manager, in the case of an employee, the nature and extent of the conflict.

A public official's disclosure of the conflict of interest shall be made either orally on the record at or before a meeting of the City Council, committee or commission involved or in a writing filed with the City Clerk. That disclosure must include, at a minimum:

1. The identities of all involved parties;
2. The nature of any monetary or financial interest;
3. The terms of any contract or arrangement between the parties and the City;
4. A narrative description of the conflict.

A public official who is recorded as present shall vote on all questions to be decided by the Council, commission, committee, or body unless recusal is

required by law or this Code and Policy. In all other instances, said official's participation may be excused only by the consent of two-thirds (2/3) of the other members present.

V. Procedure for Questions or Complaints

Any person who believes there has been a violation of, or who would like an advisory opinion regarding the interpretation of, the provisions of this policy shall transmit their written question or complaint to the City Manager. The City Attorney shall substitute for the City Manager in the event the Manager is the subject of the complaint or reason for requesting an advisory opinion. Every effort shall be made to achieve resolution of a complaint or the rendering of an advisory opinion within thirty (30) days of its submission.

VI. Violation, Penalty

Violation of this Policy by a non-elected City public official shall constitute grounds for discipline, dismissal or removal from employment or appointed office unless otherwise governed by statute.

VII. Revisions

The City may, from time to time, revise this policy. The policy may also be repealed by the City Council.

Adopted _____
City of Marshall
Council Members



ADMINISTRATIVE REPORT
August 4, 2021 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council

FROM: Tracy Hall, HR Manager
Tom Tarkiewicz, City Manager

SUBJECT: Title VI Non-Discrimination Plan

BACKGROUND: City Council approved the Title VI Non-Discrimination Plan in November of 2020. This policy is required by the Federal Transit Administration (FTA) for all recipients of FTA financial assistance.

At the July 19, 2021 City Council meeting, Council approved the acceptance of the American Rescue Plan Act (APRA) funds. Recipients of the funds under the American Rescue Plan Act are required to have certain policies and Plans. The City's 2020 Title VI Non-Discrimination Plan has been updated by Attorney Revore to include language required for acceptance of the ARPA funds.

RECOMMENDATION: It is recommended that the City Council approve the attached Title VI Non-Discrimination Plan as submitted.

FISCAL EFFECTS: None

ALTERNATIVES: As suggested by the Council.

Respectfully submitted,

A handwritten signature in blue ink that reads "Tracy L. Hall".

Tracy L. Hall
HR Manager

A handwritten signature in blue ink that reads "Tom Tarkiewicz".

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

CITY OF MARSHALL
TITLE VI
NON-DISCRIMINATION PLAN

323 West Michigan Avenue
Marshall, MI 49068
Phone: 269-781-5183
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Website: www.cityofmarshall.com

Title VI Coordinator:
Tracy Hall, Human Resources Manager
Phone: 269-781-5183
Fax: 269-781-3835
E-mail: thall@cityofmarshall.com

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INTRODUCTION

The City of Marshall is committed to a policy of non-discrimination in program services pursuant to the requirements of Title VI of the Civil Rights Act of 1964 and Federal Transit Administration (FTA) Circular 4702.1B. The City of Marshall serves all people of the state of Michigan, including minority populations, low-income populations, the elderly, persons with disabilities, and those who traverse the state of Michigan. The City of Marshall recognizes its responsibility to provide fairness and equity in all of its programs, services, and activities, and that it must abide by and enforce federal and state civil rights legislation.

Title VI of the Civil Rights Act of 1964, is the overarching civil rights law that prohibits discrimination based on race, color, or national origin, in any program, service or activity that receives federal assistance. Specifically, Title VI assures that, "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance." Title VI has been broadened by related statutes, regulations and executive orders. Discrimination based on sex is prohibited by Section 324 of the Federal-Aid Highway Act, which is the enabling legislation of the Federal Highway Administration (FHWA). The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 prohibit unfair and inequitable treatment of persons as a result of projects which are undertaken with Federal financial assistance. The Civil Rights Restoration Act of 1987 clarified the intent of Title VI to include all programs and activities of federal-aid recipients and contractors whether those programs and activities are federally funded or not.

In addition to statutory authorities, Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," signed in February of 1994, requires federal agencies to achieve Environmental Justice as part of its mission by identifying disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations. Environmental Justice Initiatives are accomplished by involving the potentially affected public in the development of transportation projects that fit within their communities without sacrificing safety or mobility. In 1997, the U.S. Department of Transportation (USDOT) issued its DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations to summarize and expand upon the requirements of Executive Order 12898 on Environmental Justice. Also, Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," provides that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives Federal financial assistance.

As a recipient of federal financial assistance, the City must provide access to individuals with limited ability to speak, write, or understand the English language. The city will not restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under its programs or projects. Individuals may not be subjected to criteria or methods of administration which cause adverse impact because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program because of race, color or national origin. Therefore, the primary goals and objectives of the City's Title VI Program are:

1. To assign roles, responsibilities, and procedures for ensuring compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives;

2. To ensure that people affected by the city's programs and projects receive the services, benefits, and opportunities to which they are entitled without regard to race, color, national origin, age, sex, or disability;
3. To prevent discrimination in the city programs and activities, whether those programs and activities are federally funded or not;
4. To establish procedures for identifying impacts in any program, service, or activity that may create illegal adverse discrimination on any person because of race, color, national origin, age, sex, or disability; or on minority populations, low-income populations, the elderly, and all interested persons and affected Title VI populations;
5. To establish procedures to annually review Title VI compliance within specific program areas within the City;
6. To set forth procedures for filing and processing complaints by persons who believe they have been subjected to illegal discrimination under Title VI in the City services, programs or activities.

As the sub-recipient of federal transportation funds, the City must comply with federal and state laws, and related statutes, to ensure equal access and opportunity to all persons, with respect to transportation services, facilities, activities, and programs, without regard to race, color, religion, national origin, sex, socio-economic status, or geographical location. Every effort will be made to prevent discrimination in any program or activity, whether those programs and activities are federally funded or not, as guaranteed by the Civil Rights Restoration Act of 1987.

The City shall also ensure that their sub-recipients adhere to state and federal law and include in all written agreements or contracts, assurances that the sub-recipient must comply with Title VI and other related statutes. The City, as a sub-recipient who distributes federal transportation funds, shall monitor their sub-recipients for voluntary compliance with Title VI. In the event that non-compliance is discovered, the City will make a good faith effort to ensure that the subrecipient corrects any deficiencies arising out of complaints related to Title VI; and that subrecipients will proactively gauge the impacts of any program or activity on minority populations and low-income populations, the elderly, persons with disabilities, all interested persons and affected Title VI populations.

Discrimination under Title VI

There are two types of illegal discrimination prohibited under Title VI and its related statutes. One type of discrimination which may or may not be intentional is "disparate treatment." Disparate treatment is defined as treating similarly situated persons differently because of their race, color, national origin, sex, disability, or age.

The second type of illegal discrimination is "disparate impact." Disparate impact discrimination occurs when a "neutral procedure or practice" results in fewer services or benefits, or inferior services or benefits, to members of a protected group. With disparate impact, the focus is on the consequences of a decision, policy, or practice rather than the intent.

The City's efforts to prevent such discrimination must address, but not be limited to, a program's impacts, access, benefits, participation, treatment, services, contracting opportunities, training,

investigation of complaints, allocation of funds, prioritization of projects, and the overarching functions of planning, project development and delivery, right-of-way, construction, and research.

The city has developed this Title VI Plan to assure that services, programs, and activities of the City are offered, conducted, and administered fairly, without regard to race, color, national origin, sex, age, or disability of the participants or beneficiaries of federally funded programs, services, or activities (see Title VI Assurances).

CITY OF MARSHALL POLICY STATEMENT

The City of Marshall reaffirms its policy to allow all individuals the opportunity to participate in federal financially assisted services and adopts the following provision:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” In applying this policy, the City of Marshall and its subrecipients of federal funds shall not:

1. Deny any individual with any services, opportunity, or other benefit for which such individual is otherwise qualified;
2. Provide any individual with any service, or other benefit, which is inferior (in quantity or quality) to, or which is provided in a different manner from that which is provided to others;
3. Subject any individual to segregated or disparate treatment in any manner related to such individual's receipt of services or benefits;
4. Restrict an individual in any way from the enjoyment of services, facilities or any other advantage, privilege or other benefit provided to others;
5. Adopt or use methods of administration, which would limit participation by any group of recipients or subject any individual to discrimination;
6. Address any individual in a manner that denotes inferiority because of race, color, or national origin;
7. Permit discriminatory activity in a facility built in whole or in part with federal funds;
8. Deny any segment of the population the opportunity to participate in the operations of a planning or advisory body that is an integral part of a federally funded program;
9. Fail to provide information in a language other than English to potential or actual beneficiaries who are of limited English-speaking ability, when requested and as appropriate;
10. Subject an individual to discriminatory employment practices under any federally funded program whose objective is to provide employment;
11. Locate a facility in any way, which would limit or impede access to a federally-funded service or benefit.

The City will actively pursue the prevention of any Title VI deficiencies or violations and will take the necessary steps to ensure compliance. If irregularities occur in the administration of the program's operation, procedures will be promptly implemented to resolve Title VI issues all within a period not to exceed 90 days.

The City designates Tracy Hall, Human Resources (HR) Coordinator as the Title VI Coordinator. The Title VI Coordinator will be responsible for initiating and monitoring Title VI activities and other required matters, ensuring that the City of Marshall complies with the Title VI regulations and pursues prevention of Title VI deficiencies or violations. Inquiries concerning the City of Marshall and Title VI may be directed to City of Marshall, Human Resources Department, 323 West Michigan Avenue, Marshall, MI 49068, 269-781-5183, or thall@cityofmarshall.com.

Joe Caron, Mayor

Trisha Nelson, Clerk

Tracy Hall, HR Manager/Title VI Coordinator

CITY OF MARSHALL TITLE VI ASSURANCE

The City of Marshall (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, **and Department of Treasury, under the American Rescue Plan Act**, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-42 USC 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs for the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of gender, race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and hereby gives assurances that it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7 (a) (1) and (b) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurance with respect to the Federal Aid Highway Program:

1. That the Recipient agrees that each "program" and each "facility as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federal Aid Highway Programs and, in adapted form in all proposals for negotiated agreements:

"The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. **That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Coronavirus Local Fiscal Recovery Funds and, in adapted form in all proposals for negotiated agreements:**

"The sub-grantee, contractor, subcontractor, successor, transferee, and the assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity; denying benefits of, or

otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

4. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
5. That the Recipient shall insert the clauses of Appendix B of this assurance, 'as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
6. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
7. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.
8. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the Federal Aid Highway Program.
9. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
10. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
11. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

CITY OF MARSHALL

Joe Caron, Mayor

Date

Trisha Nelson, Clerk

Date

AUTHORITIES

Title VI of the Civil Rights Act of 1964, 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h);

Title VI of the Civil Rights Act of the 1964 provides that no person in the United States shall, on the grounds of race, color, national origin (including Limited English Proficiency), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance (please refer to 23 CFR 200.9 and 49 CFR 21). Related statutes have broadened the grounds to include age, sex, low income, and disability.

The Civil Rights Restoration Act of 1987 also broadened the scope of Title VI coverage by expanding the definition of terms “programs or activities” to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100-259 [S. 557] March 22, 1988).

Federal Aid Highway Act of 1973, 23 USC 324: No person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under this title or carried on under this title.

Age Discrimination Act of 1975, 42 USC 6101: No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

Americans With Disabilities Act of 1990 PL 101-336: No qualified individual with a disability shall, by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination by a department, agency, special purpose district or other instrumentality of a state or local government.

Section 504 of the Rehabilitation Act of 1973: No qualified individual with a disability shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance.

USDOT Order 1050.2: Standard Title VI Assurances.

EO12250: Department of Justice Leadership and coordination of Non-discrimination Laws.

EO12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations.

28 CFR 50.3: Guidelines for the enforcement of Title VI of the Civil Rights Act of 1964.

EO13166: Improving Access to Services for Persons with Limited English Proficiency.

American Rescue Plan Act.

DEFINITIONS

Adverse Effects – The totality of significant individual or cumulative human health or environmental effects including interrelated social and economic effects, which may include, but are not limited to: (See Appendix E for additional discussion of “significant”)

- Bodily impairment, infirmity, illness or death
- Air, noise and water pollution and soil contamination
- Destruction or disruption of man-made or natural resources
- Destruction or diminution of aesthetic values
- Destruction or disruption of community cohesion or community’s economic vitality
- Destruction or disruption of the availability of public and private facilities and services
- Adverse employment effects
- Displacement of person’s businesses, farms or non-profit organizations
- Increased traffic congestion, isolation, exclusion or separation of minority or low-income individuals within a given community or from the broader community
- Denial of, reduction in, or significant delay in the receipt of benefits of the city programs, policies and activities

Federal Assistance – Includes grants and loans of federal funds; the grant or donation of federal property and interests in property; the detail of federal personnel, federal property or any interest in such property without consideration or at a nominal consideration or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and any federal agreement, arrangement or other contract which has, as one of its purposes, the provision of assistance.

Limited English Proficiency - Individuals with a primary or home language other than English who must, due to limited fluency in English, communicate in that primary or home language if the individuals are to have an equal opportunity to participate effectively in or benefit from any aid, service or benefit provided by the city.

Low-Income – A person whose median household income is at or below the Department of Health and Human Service Poverty guidelines. (<http://aspe.hhs.gov/poverty/>)

Low-Income Population – Any readily identifiable group of low-income persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed city program, policy or activity.

Minority – A person who is:

- a. Black – A person having origins in any of the black racial groups of Africa;
- b. Hispanic – A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
- c. Asian American – A person having origins in any of the original people of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands; or
- d. American Indian and Alaskan Native – A person having origins in any of the original people of North America and who maintains cultural identification through tribal affiliation or community recognition.

Minority Population – Any readily identifiable groups of minority persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed city program, policy or activity.

Non-Compliance – A recipient has failed to meet prescribed requirements and has shown an apparent lack of good faith effort in implementing all the requirements of Title VI and related statutes.

Persons – Where designation of persons by race, color or national origin is required, the following designation ordinarily may be used; “White not of Hispanic origin”, “Black not of Hispanic origin”, “Hispanic”, “Asian or Pacific Islander”, “American Indian or Alaskan Native”. Additional sub-categories based on national origin of primary language spoken may be used, where appropriate, on either a national or a regional basis.

Program – Includes any road or park project including planning or any activity for the provision of services financial aid or other benefits to individuals. This includes education or training, work opportunities, health welfare, rehabilitation, or other services, whether provided directly by the recipient of federal financial assistance or provided by others through contracts or other arrangements with the recipient.

Recipient - Any state, territory, possession, the District of Columbia, Puerto Rico, or any political subdivision, or instrumentality thereof, or any public or private agency, institution, or organization, or other entity, or any individual, in any state, territory, possession, the District of Columbia, or Puerto Rico, to whom Federal assistance is extended, either directly or through another recipient, for any program. Recipient includes any successor, assignee, or transferee thereof, but does not include any ultimate beneficiary under any such program.

Significant Adverse effects on Minority and Low-Income Populations – An adverse effect that:

- a. is predominantly borne by a minority population and/or a low-income population, or

- b. will be suffered by the minority population and/or low-income population and is shown to be appreciably more severe or greater in magnitude than the adverse effect that will be suffered by the non-minority population and/or non-low-income population.

Sub-Recipient – Any agency such as a council of governments, regional planning agency, or educational institution, for example, that received Federal Highway Administration (FHWA) funds through the State DOT and not directly from the FHWA. Other agencies, local governments, contractors, consultants that receive these funds are all considered subrecipients.

ADMINISTRATION – GENERAL

The City of Marshall designates Tracy Hall, HR Coordinator as the Title VI Coordinator (hereinafter referred to the “Title VI Coordinator”). Ms. Hall shall have lead responsibility for coordinating the administration of the Title VI and related statutes program, plan and assurances.

Complaints: If any individual believes that he/she or any other program beneficiaries have been the object of unequal treatment or discrimination as to the receipt of benefits and/or service, or on the grounds of race, color, national origin (including Limited English Proficiency), sex, age or disability, he/she may exercise his/her right to file a complaint with the city. Complaints may be filed with the Title VI Coordinator. Every effort will be made to resolve complaints informally at the lowest level.

Data Collection: Statistical data on race, color, national origin, English language ability and sex of participants in and beneficiaries of the City of Marshall programs; e.g., impacted citizens and affected communities will be gathered and maintained by the City of Marshall. The gathering procedures will be reviewed annually to ensure sufficiency of the data in meeting the requirements of the Title VI program.

Program Reviews: Special emphasis program reviews will be conducted based on the annual summary of Title VI activities accomplishments and problems. The reviews will be conducted by the Title VI Coordinator to assure effectiveness in their compliance of Title VI provisions. The Title VI Coordinator will coordinate efforts to ensure the equal participation in all their programs and activities at all levels. The city does not have any special emphasis programs at this time.

Title VI Reviews on Sub-Recipients: Title VI compliance reviews will be conducted annually by the Title VI Coordinator. Priority for conducting reviews will be given to those recipients of federal (U.S. Department of Transportation) funds with the greatest potential of impact to those groups covered by the act. The reviews will entail examination of the recipients’ adherence to all Title VI requirements. The status of each review will be reported in the annual update and reported to relevant U.S. Department of Transportation (USDOT) modes upon request.

Annual Reporting Form: The Title VI Coordinator will be responsible for coordination, compilation, and submission of annual reporting form data to the Michigan Department of Transportation (MDOT), Civil Rights Program Unit via the Sub-Recipient Annual Certification Form (MDOT form #0179) by October 5th.

Title VI Plan Updates: If updated, a copy of Title VI Plan will be submitted to the MDOT, Civil Rights Program Unit, as soon as the update has been completed, or as soon as practicable, and no later than 30 days if significant changes are made.

Public Dissemination: The City will disseminate Title VI Program information to the city employees and to the general public. Title VI Program information will be submitted to subrecipients, contractors and beneficiaries. Public dissemination will include inclusions of Title VI language in contracts and publishing the Title VI Plan on the city internet website, at www.cityofmarshall.com.

Remedial Action: The City, through the Title VI Coordinator, will actively pursue the prevention of Title VI deficiencies and violations and will take the necessary steps to ensure compliance with all program administrative requirements. When deficiencies are found, procedures will be promptly implemented to correct the deficiencies and to put in writing the corrective action(s). The period to determine corrective action(s) and put it/them in writing to effect compliance may not exceed 90 days from the date the deficiencies are found.

LIMITED ENGLISH PROFICIENCY

On August 11, 2000, President William J. Clinton signed an executive order, Executive Order 13166: Improving Access to Service for Persons with Limited English Proficiency¹, to clarify Title VI of the Civil Rights Act of 1964. It had as its purpose, to ensure accessibility to programs and services to otherwise eligible persons who are not proficient in the English language.

This executive order stated that individuals who do not speak English well and who have a limited ability to read, write and speak, or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964 with respect to a particular type of service, benefit, or encounter². These individuals are referred to as being limited in their ability to speak, read, write, or understand English, hence the designation, "LEP," or Limited English Proficient. The Executive Order states that:

"Each federal agency shall prepare a plan to improve access to its federally conducted programs and activities by eligible LEP persons. Each plan shall be consistent with the standards set forth in the LEP Guidance, and shall include the steps the agency will take to ensure that eligible LEP persons can meaningfully access the agency's programs and activities."

Not only do all federal agencies have to develop LEP plans as a condition of receiving federal financial assistance, recipients have to comply with Title VI and LEP guidelines of the federal agency from which funds are provided as well.

Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance. Recipients of federal funds range from state and local agencies, to nonprofits and organizations. Title VI covers a recipient's entire program or activity. This means all parts of a recipient's operations are covered, even if only one part of a recipient's organization receives the federal assistance. Simply put, any organization that receives federal financial assistance is required to follow this Executive Order.

The City of Marshall receives funds from the US Department of Transportation via the Federal Highway Administration.

¹ The executive order verbatim can be found online at <https://www.justice.gov/crt/executive-order-13166>
<http://www.usdoj.gov/crt/cor/Pubs/eolep.htm>.

² Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons. Federal Register: December 14, 2005 (Volume 70, Number 239)

The US Department of Transportation published *Policy Guidance Concerning Recipients' responsibilities to Limited English Proficient Person* in the December 14th, 2005 Federal Register.³

The Guidance implies that the City of Marshall is an organization that must follow this guidance:

This guidance applies to all DOT funding recipients, which include state departments of transportation, state motor vehicle administrations, airport operators, metropolitan planning organizations, and regional, state, and local transit operators, among many others. Coverage extends to a recipient's entire program or activity, i.e., to all parts of a recipient's operations.

This is true even if only one part of the recipient receives the Federal assistance. For example, if DOT provides assistance to a state department of transportation to rehabilitate a particular highway on the National Highway System, all of the operations of the entire state department of transportation—not just the particular highway program or project—are covered by the DOT guidance.

Elements of an Effective LEP Policy

The US Department of Justice, Civil Rights Division has developed a set of elements that may be helpful in designing and LEP policy or plan. These elements include:

1. Identifying LEP persons who need language assistance
2. Identifying ways in which language assistance will be provided
3. Training Staff
4. Providing notice to LEP persons
5. The recommended method of evaluating accessibility to available transportation services is the Four-Factor Analysis identified by the USDOT.

These recommended plan elements have been incorporated into this plan.

Methodology for Assessing Needs and Reasonable Steps for an Effective LEP Policy

The DOT guidance outlines four factors recipients should apply to the various kinds of contacts they have with the public to assess language needs and decide what reasonable steps they should take to ensure meaningful access for LEP persons:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee.
2. The frequency with which LEP individuals come in contact with the program.
3. The nature and importance of the program, activity, or service provided by the recipient to the LEP Community.
4. The resources available to the City of Marshall and overall cost.

The greater the number or proportion of eligible LEP persons; the greater the frequency with which they have contact with a program, activity, or service and the greater the importance of that program, activity, or service, the more likely enhanced language services will be needed. The

³ The DOT has also posted an abbreviated version of this guidance on their website at <http://www.doter.ost.dot.gov/asp/lep.asp>. See: <https://www.federalregister.gov/documents/2005/12/14/05-23972/policy-guidance-concerning-recipients-responsibilities-to-limited-english-proficient-lep-persons>

intent of DOT's guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small organizations and local governments.

Smaller recipients with more limited budgets are typically not expected to provide the same level of language service as larger recipients with larger budgets.

The DOT guidance is modeled after the Department of Justice's guidance and requires recipients and sub-recipients to take steps to ensure meaningful access to their programs and activities to LEP persons. More information for recipients and sub-recipients can be found at <http://www.lep.gov>.

The Four-Factor Analysis

This plan uses the recommended four-factor analysis of an individualized assessment considering the four factors outlined above. Each of the following factors is examined to determine the level and extent of language assistance measures required to sufficiently ensure meaningful access to City of Marshall services and activities that may affect their quality of life. Recommendations are then based on the results of the analysis.

Factor 1: The Proportion, Numbers and Distribution of LEP Persons

The Census Bureau has a range for four classifications of how well people speak English. The classifications are: 'very well,' 'well,' 'not well,' and 'not at all.' For our planning purposes, we are considering people that speak English less than 'very well' as Limited English Proficient persons.

As seen in Table #1, the Census 2011 Data for City of Marshall shows a small amount of the population that would speak English less than 'very well'.

TABLE #1

LANGUAGE SPOKEN AT HOME	# of Individuals	Percent
Population 5 years and over	6,822	6,822
English only	6,600	96.7%
Language other than English	222	3.3%
Speak English less than "very well"	26	0.4%
Spanish	80	1.2%
Speak English less than "very well"	0	0.0%
Other Indo-European languages	136	2.0%
Speak English less than "very well"	26	0.4%
Asian and Pacific Islander languages	6	0.1%
Speak English less than "very well"	0	0.0%

Other languages	0	0.0%
Speak English less than "very well"	0	0.0%

Factor 2: Frequency of Contact with LEP Individuals

The city has conducted an informal survey of our employees with regard to whether they have had encounters with LEP individuals in the performance of their job functions and found that they have not had any encounters with LEP individuals. We have offices accessible to the public and therefore accessible to LEP individuals and we have staff that work in the field that could encounter LEP individuals. Additionally, City Council meetings are held twice a month which would potentially bring LEP individuals to these meetings. Given the small number of LEP individuals as displayed in Table #1 (above) the probability of our employees to encounter and LEP individual is low.

Factor 3: The Nature and Importance of the Program, Activity, or Service to LEP

The City of Marshall serves individuals throughout the City in a variety of ways including managing roads, water, sewer, police, fire, elections, and other services to citizens of the City and individuals from outside of the city, such as visitors and those traversing the state. The nature of the services that the City provides is very important to an individual’s day-to-day life. Therefore, the denial of services to an LEP individual could have a significant detrimental effect. Although the LEP population in the city is small, we will ensure accessibility to all of our programs, services, and activities.

Factor 4: The Resources Available to the City of Marshall and Overall Cost

US Department of Transportation Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons published in the Federal Register: December 14, 2005 (Volume 70, Number 239) states:

“Certain DOT recipients, such as those serving very few LEP persons or those with very limited resources, may choose not to develop a written LEP plan.”

The City of Marshall does serve very few LEP persons and has very limited resources; therefore, it has decided to include a LEP section in its Title VI Plan in order to comply with the Executive Order.

Safe Harbor Stipulation

Federal law provides a “Safe Harbor” situation so that recipients can ensure with greater certainty that they comply with their obligation to provide written translations in languages other than English. A “Safe Harbor” means that if a recipient provides written translation in certain circumstances, such action will be considered strong evidence of compliance with the recipient’s written-translation obligations under Title VI.

The failure to provide written translations under the circumstances does not mean there is noncompliance, but rather provides a guide for recipients that would like greater certainty of compliance than can be provided by a fact-intensive, four-factor analysis. For example, even if a Safe Harbor is not used, if written translation of a certain document(s) would be so burdensome

as to defeat the legitimate objectives of its program, it is not necessary. Other ways of providing meaningful access, such as effective oral interpretation of certain vital documents, might be acceptable under such circumstances.

Strong evidence of compliance with the recipient's written translation obligations under "Safe Harbor" includes providing written translations of vital documents for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally.

This "Safe Harbor" provision applies to the translation of written documents only. It does not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable.

Given the small number of LEP language group members, the City of Marshall budget and number of staff, it is deemed that written translations of vital documents would be so burdensome as to defeat the legitimate objectives of our programs. It is more appropriate for City of Marshall to proceed with oral interpretation options for compliance with LEP regulations.

Providing Notice to LEP Persons

USDOT LEP guidance says: *Once an agency has decided, based on the four factors, that it will provide language service, it is important that the recipient notify LEP persons of services available free of charge. Recipients should provide this notice in languages LEP persons would understand.*

The guidance provides several examples of notification including:

1. Signage in languages that an LEP individual would understand when free language assistance is available with advance notice.
2. Stating in outreach documents that free language services are available from the agency.
3. Working with community-based organizations and other stakeholders to inform LEP individuals of the recipient's services, including the availability of language assistance services.

Statements in languages that an LEP individual would understand will be placed in public information and public notices informing LEP individuals that persons requiring language assistance and/or special accommodations will be provided the requested service free of charge, with reasonable advance notice to the City of Marshall.

Options and Proposed Actions

Options:

Federal fund recipients have two (2) main ways to provide language services: oral interpretation either in person or via telephone interpretation service and written translation. The correct mix should be based on what is both necessary and reasonable in light of the four-factor analysis.⁴

⁴ <http://www.doter.ost.dot.gov/asp/lep/asp> https://www.fhwa.dot.gov/civilrights/programs/title_vi/lep_fourfactor.cfm

The City of Marshall is defining an interpreter as a person who translates spoken language orally, as opposed to a translator, who translates written language and a translator as a person who transfers the meaning of written text from one language into another. The person who translates orally is not a translator, but an interpreter.⁵

Considering the relatively small size of the City of Marshall, the small number of LEP individuals in the service area, and limited financial resources, it is necessary to limit language aid to the most basic and cost-effective services.

What the City of Marshall will do. What actions will the City of Marshall take?

- With advance notice of seven calendar days, the City will provide interpreter services at public meetings, including language translation and signage for the hearing impaired.
- The City will utilize the *Translators Resource List* as provided by MDOT for translation services and verbal interpretation.
- Ensure placement of statements in notices and publications in languages other than English that interpreter services are available for public meetings.
- The Census Bureau “I-speak” Language Identification Card will be distributed to all employees that may potentially encounter LEP individuals.
- Once the LEP individual’s language has been identified, an agency from the *Translators Resource List* will be contacted to provide interpretation services.
- Publications of the city’s complaint form will be made available at public meetings.
- In the event that a City employee encounters a LEP individual, they will follow the procedure listed below:

OFFICE ENCOUNTER

1. Provide an I-speak language identification card to determine the language spoken of the LEP individual.
2. Once the foreign language is determined, provide information to Title VI coordinator who will contact an interpreter from MDOT’s *Translators Resource List*.
3. If the need is for a document to be translated, the Title VI coordinator will have the document translated and provided to the requestor as soon as possible.

⁵ Department of Justice Final LEP Guidelines, Federal Register June 18, 2002-Vol. 67-Number 117.

ROAD ENCOUNTER

1. Road crew employee will immediately contact the Title VI coordinator for assistance, and provide an I-speak language identification card to the LEP individual to determine the language spoken of the individual.
2. Once the foreign language is determined, provide information to Title VI coordinator who will contact an interpreter from MDOT's *Translators Resource List* to provide telephonic interpretation.
3. If the need is for a document to be translated, the Title VI coordinator will have the document translated and provided to the requestor as soon as possible.

IN WRITING

1. Once a letter has been received it will be immediately forwarded to the Title VI Coordinator.
2. The Title VI Coordinator will contact an translator from the MDOT's *Translators Resource List* to determine the specifics of the letter request information.
3. The Title VI Coordinator will work with the selected agency to provide the requested service to the individual in a timely manner.

OVER THE PHONE

1. If someone calls into our office speaking another language every attempt will be made to keep that individual on the line until an interpreter can be conferenced into the line and if possible determine the language spoken of the caller.
2. Once the language has need determined we will proceed providing the requested assistance to the LEP individual.

City of Marshall Staff Training

The City of Marshall staff will be provided training on the requirements for providing meaningful access to services for LEP persons.

LEP Plan Access

A copy of the LEP plan document can be requested at Marshall Town Hall during normal business hours and the City of Marshall will make the plan available on the website at www.cityofmarshall.com. Any person or agency may also request a copy by contacting:

Tracy Hall, Human Resources Coordinator, 323 West Michigan Avenue, Marshall, MI 49068, thall@cityofmarshall.com, phone – 269-781-5183, or fax – 269-781-3835.

ENVIRONMENTAL JUSTICE

Compliance with Title VI includes ensuring that no minority or low-income population suffers “disproportionately high and adverse human health or environmental effect” due to any “programs, policies and activities” undertaken by any agency receiving federal funds. This obligation will be met by the city in the following ways:

- When planning specific programs or projects, identifying those populations that will be affected by a given program or project.
- If a disproportionate effect is anticipated, following mitigation procedures.
- If mitigation options do not sufficiently eliminate the disproportionate effect, discussing and, if necessary, implementing reasonable alternatives.

Disproportionate effects are those effects which are appreciably more severe for one group or predominantly borne by a single group. The city will use U.S. Census data to identify low income and minority populations.

Where a project impacts a small number or area of low income or minority populations, the city will document that:

- Other reasonable alternatives were evaluated and were eliminated for reasons such as the alternatives impacted a far greater number of people or did greater harm to the environment, etc.
- The project's impact is unavoidable,
- The benefits of the project far out-weigh the overall impacts and
- Mitigation measures are being taken to reduce the harm to low income or minority populations.

If it is concluded that no minority and/or low-income population groups are present in the project area, the city will document how the conclusion was reached. If it is determined that one or more of these population groups are present in the area, the city will administer potential disproportionate effects test.

The following steps will be taken to assess the impact of project on minority and/or low-income population groups:

STEP ONE: Determine if a minority or low-income population is present within the project area. If the conclusion is that no minority and/or low-income population is present within the project area, document how the conclusion was reached. If the conclusion is that there are minority population and/or low-income population groups present, proceed to Step Two.

STEP TWO: Determine whether project impacts associated with the identified low income and minority populations are disproportionately high and adverse. In doing so, refer to the list of potential impacts and questions contained in Appendix E. If it is determined that there are disproportionately high and adverse impacts to minority and low-income populations, proceed to Step Three.

STEP THREE: Propose measures that will avoid, minimize and/or mitigate disproportionately high and disproportionate adverse impacts and provide offsetting benefits and opportunities to enhance communities, neighborhoods and individuals affected by proposed project.

STEP FOUR: If after mitigation, enhancements and offsetting benefits to the affected populations, there remains a high and disproportionate adverse impact to minority or low-income populations, then the following questions must be considered:

Question 1: Are there further mitigation measures that could be employed to avoid or reduce the adverse effect to the minority or low-income population?

Question 2: Are there other additional alternatives to the proposed action that would avoid or reduce the impacts to the low income or minority populations?

Question 3: Considering the overall public interest, is there a substantial need for the project?

Question 4: Will the alternatives that would satisfy the need for the project and have less impact on protected populations (a) have other social economic or environmental impacts that are more severe than those of the proposed action (b) have increased costs of extraordinary magnitude?

STEP FIVE: Include all findings, determinations or demonstrations in the environmental document prepared for the project.

FILING A TITLE VI COMPLAINT

I. Introduction

The Title VI complaint procedures are intended to provide aggrieved persons an avenue to raise complaints of discrimination regarding the city programs, activities and services as required by statute.

II. Purpose

The purpose of the discrimination complaint procedures is to describe the process used by the city for processing complaints of discrimination under Title VI of the Civil Rights Act of 1964 and related statutes.

III. Roles and Responsibilities

The Title VI Coordinator has overall responsibility for the discrimination complaint process and procedures. The Title VI Coordinator may, at his/her discretion assign a capable person to investigate the complaint.

The designated investigator will conduct an impartial and objective investigation, collect factual information and prepare a fact-finding report based upon information obtained from the investigation.

IV. Filing a Complaint

The complainant shall make him/herself reasonably available to the designated investigator, to ensure completion of the investigation within the timeframes set forth.

Applicability: The complaint procedures apply to the beneficiaries of the city programs, activities and services, including but not limited to: the public, contractors, sub-contractors, consultants, and other sub-recipients of federal and state funds.

Eligibility: Any person who believes that he/she has been excluded from participation in, denied benefits or services of any program or activity administered by the city or its sub-recipients, consultants and contractors on the basis of race, color, national origin (including Limited English Proficiency), sex, age or disability may bring forth a complaint of discrimination under Title VI.

Time Limitation on Filing Complaints: Title VI complaints may be filed with the Title VI Coordinator's office. In all situations, the employees of the city must contact the Title VI Coordinator immediately upon receipt of Title VI related statutes complaints.

Complaints must be filed within 180 days of the alleged discrimination. If the complainant could not reasonably be expected to know that the act was discriminatory within the 180-day period, he/she will have 60 additional days after becoming aware of the illegal discrimination to file the complaint.

Complaints must be in writing, and must be signed by the complainant and/or the complainant's representative. The complaint must set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In cases where the complainant is unable or incapable of providing a written statement, the complainant will be assisted in converting the verbal complaint into a written complaint. All complaints, however, must be signed by the complainant and/or by the complainant's representative.

Items that should not be considered a formal complaint: (unless the items contain a signed cover letter specifically alleging a violation of Title VI) include but are not limited to:

1. An anonymous complaint that is too vague to obtain required information
2. Inquiries seeking advice or information
3. Courtesy copies of court pleadings
4. Newspaper articles
5. Courtesy copies of internal grievances

V. Investigation

Investigation Plan: The investigator shall prepare a written plan, which includes, but is not limited to the following:

- Names of the complainant(s) and respondent(s)
- Basis for complaint
- Issues, events or circumstances that caused the person to believe that he/she has been discriminated against
- Information needed to address the issue
- Criteria, sources necessary to obtain the information
- Identification of key people
- Estimated investigation time line
- Remedy sought by the complainant(s)

Conducting the Investigation:

- The investigation will address only those issues relevant to the allegations in the complaint.
- Confidentiality will be maintained as much as possible.
- Interviews will be conducted to obtain facts and evidence regarding the allegations in the complaint. The investigator will ask questions to elicit information about aspects of the case.

- A chronological contact sheet is maintained in the case file throughout the investigation.
- If a Title VI complaint is received on a MDOT related contract against the City of Marshall, MDOT will be responsible for conducting the investigation of the complaint. Upon receipt of a Title VI complaint filed against the City of Marshall, the complaint and any pertinent information should immediately be forwarded to the MDOT, Civil Rights Program Unit.

Investigation Reporting Process:

- Complaints made against the city's sub-recipient should be investigated by the city following the internal complaint process.
- Within 40 days of receiving the complaint, the investigator prepares an investigative report and submits the report and supporting documentation to the office of the Title VI Coordinator for review.
- The City Manager reviews the file and investigative report. Subsequent to the review, the City Manager makes a determination of "probable cause" or "no probable cause" and prepares the decision letter.

Retaliation:

The laws enforced by this city prohibit retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by these laws. If you experience retaliation or intimidation separate from the discrimination alleged in this complaint please contact:

City of Marshall
Tracy Hall, Title VI Coordinator
323 West Michigan Avenue
Marshall, MI 49068
Phone: 269-781-5183
Fax: 269-781-3835
E-mail: thall@cityofmarshall.com

Reporting Requirements to an External Agency

A copy of the complaint, together with a copy of the investigation report and final decision letter will be forwarded to the MDOT, Civil Rights Program Unit within 60 days of the date the complaint was received.

Records

All records and investigative working files are maintained in a confidential area. Records are kept for three years.

CITY OF MARSHALL TITLE VI NOTICE

The City of Marshall is committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services on the basis of race, color or national origin, as protected by Title VI of the Civil Rights Act of 1964 and Federal Transit Administration (FTA) Circular 4702.1B. For additional information on Title VI or to file a complaint, contact Tracy Hall, title VI Coordinator, City of Marshall, 323 West Michigan Avenue, Marshall, MI 49068, Phone: 269.781.5183, Fax: 269.781.3835, or E-mail: thall@cityofmarshall.com.

The above notice is posted in the following locations:

- All Dial-A-Ride and Albion/Marshall Connector vehicles
- City of Marshall Transit office
- City of Marshall Transit website

LIST OF INVESTIGATIONS, LAWSUITS, AND COMPLAINTS

	Date (Month, Day, Year)	Summary (include basis of complaint: race, color, or national origin)	Status	Action(s) Taken
Investigations				
1.				
2.				
Lawsuits				
1.				
2.				
Complaints				
1.				
2.				

PUBLIC PARTICIPATION AND COMMUNITY OUTREACH

As a public transportation provider, Dial-A-Ride (DART) and the Albion-Marshall Connector (AMC) programs has made, or is making the following outreach efforts:

- All meetings of the Marshall City Council that are routinely scheduled and noticed are open to the public with a public comment period provided so that persons with disabilities, senior

citizens, low-income individuals, and minorities may provide input to the decision-making process.

- DART and the AMC will always strive to improve the accessibility of our transit operations information to minority populations, senior citizens, low-income individuals, and Limited English Proficient persons within our community and our service areas.
- DART and the AMC will provide a means for citizens to offer input on any proposed service changes, hours of operation changes, fare increases, and all Federal and State applications.
- Meeting notices for DART and the AMC will be posted at City Hall and on our website (www.cityofmarshall.com)
- Opportunity for public comments are provided with each Federal and State application for capital and /or operating assistance via a publicized 30-day comment period; with notices at City Hall, local publication, and on Marshall City’s website www.cityofmarshall.com.

TRANSIT-RELATED, NON-ELECTED BOARDS OR COUNCILS

City of Marshall DART and AMC has one transit-related, non-elected, Local Advisory Council (LAC). Members are appointed by the Marshall City Council and usually meet once a year.

<i>Race</i>	<i>Local Advisory Council (LAC)</i>
Caucasian	2
African American	
Latino	1
Asian American	

FACILITY IMPROVEMENTS

The City of Marshall DART and AMC has not constructed any vehicle storage, maintenance, or operations center facilities since our last approved Title VI submission, however, should any of these types of construction or improvements occur, a Title VI Equity Analysis will be conducted.

APPENDIX A [TO BE INSERTED IN ALL FEDERAL-AID CONTRACTS]

During the performance of this contract, the contractor, for itself, its assignees and successors, in interest (hereinafter referred to as the “contractor”) agrees, as follows:

1. **Compliance with Regulations:** The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Compliance with the American Rescue Plan Act:** The sub-grantee, contractor, subcontractor, successor, transferee, and the assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity; denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CRF Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made a part of this contract or agreement.
3. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
4. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
5. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
6. **Sanctions for Noncompliance:** In the event the contractor’s noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
7. **Incorporation of Provisions:** The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt

by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. **No Texting While Driving:** City employees, volunteers, and contractors shall not engage in text messaging, including reading, typing, or sending a text message, or any sort of electronic messaging:
 - a. When driving city vehicles, or when in personal vehicles while on official city business, or
 - b. When using electronic equipment supplied by the city while driving.

9. **Seat Belt Use:** City employees, volunteers, and subcontractors occupying any seating position of a motor vehicle, either city owned, or a personal vehicle whereby the occupants are on city business, whose seat is equipped with a seat belt, shall have the seat belt properly fastened at all times the vehicle is in motion.

APPENDIX B TRANSFER OF PROPERTY

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the State of Michigan, will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4) does hereby remise, release, quitclaim and convey unto the State of Michigan all the right, title and interest of the Department of Transportation in and to said lands described Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE) *

TO HAVE AND TO HOLD said lands and interests therein unto the State of Michigan, and its successors forever, subject, however, the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the State of Michigan, its successors and assigns.

The State of Michigan, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part, on, over, or under such lands hereby conveyed (,) (and)*(2) that the State of Michigan shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this deed.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

APPENDIX C PERMITS, LEASES AND LICENSES

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Michigan Department of Transportation, pursuant to the provisions of Assurance 7(a).

The grantee, licensee, lessee, permittee, etc., (as appropriate) for himself, his heirs, personal representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases, add, "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall remain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.) *

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to terminate the license, lease, permit, etc., and to re-enter and repossess said land and the facilities thereon, and hold the same as if said license, lease, permit, etc., had never been made or issued.

(Include in deeds) *

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to re-enter lands and facilities hereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Michigan Department of Transportation and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of the Title VI of the Civil Rights Act of 1964 and the Civil Rights Act of 1987.

APPENDIX D TITLE VI COMPLAINT FORM

**CITY OF MARSHALL
TITLE VI COMPLAINT FORM**

Title VI of the Civil Rights Act of 1964 states that “No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or otherwise be subjected to discrimination in any program, service, or activity receiving federal assistance.”

This form may be used to file a complaint with the City of Marshall based on violations of Title VI of the Civil Rights Act of 1964. You are not required to use this form; a letter that provides the same information may be submitted to file your complaint. **Complaints should be filed within 180 days of the alleged discrimination. If you could not reasonably be expected to know the act was discriminatory within 180-day period, you have 60 days after you became aware to file your complaint.**

If you need assistance completing this form due to a physical impairment, please contact Tracy Hall, Title VI Coordinator by phone at 269-781-5183 or by e-mail at thall@cityofmarshall.com.

Name: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ (home) _____ (work)

Individual(s) discriminated against, if different than above (use additional pages, if needed).

Name: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ (home) _____ (work)

Please explain your relationship with the individual(s) indicated above: _____

Name of agency and department or program that discriminated:

Agency or department name: _____

Name of individual (if known): _____

Address: _____

City: _____ State: _____ Zip: _____

Date(s) of alleged discrimination:

Date discrimination began _____ Last or most recent date _____

ALLEGED DISCRIMINATION:

If your complaint is in regard to discrimination in the delivery of services or discrimination that involved the treatment of you by others by the agency or department indicated above, please indicate below the basis on which you believe these discriminatory actions were taken.

- ____ Race
- ____ Color
- ____ Age
- ____ Disability
- ____ Religion
- ____ National Origin
- ____ Sex
- ____ Income

Explain: Please explain as clearly as possible what happened. Provide the name(s) of witness(es) and others involved in the alleged discrimination. (Attach additional sheets, if necessary, and provide a copy of written material pertaining to your case).

Signature: _____ Date: _____

Please return completed form to: Tracy Hall, Title VI Coordinator, 323 West Michigan Avenue, Marshall, MI 49068, Phone: 269.781.5183, Fax: 269.781.3835, or E-mail: thall@cityofmarshall.com

Note: *The City prohibits retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by policies of the City. Please inform the person listed above if you feel you were intimidated or experience perceived retaliation in relation to filing this complaint.*

APPENDIX E DETERMINE/DISTINGUISH SIGNIFICANT/NON-SIGNIFICANT EFFECTS

“Significant” requires considerations of both context and intensity:

(a) *Context*. This means that the significance of an action must be analyzed in several contexts such as society as a whole (human, nation), the affected region, the affected interests, and the locality. Significance varies with the setting of the proposed action. For instance, in the case of a site-specific action, significance would usually depend upon the effects in the local area rather than in the world as a whole. Both short-and long-term effects are relevant.

(b) *Intensity*. This refers to the severity of impact. Responsible officials must bear in mind that more than one agency may make decisions about partial aspects of a major action.

The following should be considered in evaluating intensity:

(1) Impacts that may be both beneficial and adverse. A significant effect may exist even if, on balance, the effect would be beneficial.

“Non-significant effect” means no substantial change to an environmental component and this no material bearing on the decision-making process.

Scientific, technical, institutional, the public’s value, and the local economic conditions influence the meaning of significant effect.

If an alternative would provide a beneficial effect, then the alternative would cause no significant adverse effect. If an alternative would provide an adverse effect, the effect might be significant or the effect might be non-significant.

Determinations of “significant” and “non-significant” effects will be made by the City Manager.

APPENDIX F PROGRAM COMPLIANCE/PROGRAM REVIEW GOALS FOR CURRENT PLAN YEAR

1. The City of Marshall Title VI Plan will be communicated to each City Department Head who will review the plan with departmental employees.
2. The City of Marshall Title VI Plan will be published on the City's website.
3. Appendix A will be included in all city contracts as outlined in the Title VI Plan.
4. The language in Number 2 of the City's Title VI Assurance will be included in all solicitations for bids for work or material subject to the Regulations and in all proposals for negotiated agreements.
5. A procedure for responding to individuals with Limited English Proficiency will be implemented.
6. All City of Marshall employees will be trained or made aware of the LEP procedure and the Title VI complaint procedure.
7. A review of city facilities will be conducted in reference to compliance with the American Disabilities Act.
8. The following data will be collected and reviewed by the Title VI Coordinator and included, where appropriate, in the annual report submitted to MDOT.
 - a. **Boards and Commissions:** The number of vacancies; how vacancies are advertised and filled; the number of applicants; the representation of minorities will be evaluated.
 - b. **Public Meetings:** The number of open meetings. How meeting dates and times communicated to the general public and to individuals directly affected by the meeting.
 - c. **Construction Projects:** The number of construction projects, number of minority contractors bidding and the number selected; Verification that Title VI language was included in bids and contracts for each project.
 - d. **LEP Needs:** How many requests for language assistance were requested or required and the outcome of these requests.
 - e. **Complaints:** The number of Title VI complaints received; nature of the complaints; resolution of the complaints.
 - f. **Timeliness of Services:** Number of requests for services; Amount of time from request to when service was delivered; Number of requests denied.
 - g. **Right of Way/Imminent Domain:** Numbers of such actions and diversity of individual affected.
 - h. **Program Participants:** Racial Data of program participants where possible.

CALL TO ORDER

IN A WORK SESSION held on Monday, July 19, 2021 at 6:00 P.M. in the Training Room of Town Hall, 323 West Michigan Avenue, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Caron.

ROLL CALL

Roll was called:

Present: Council Members: Mayor Caron, Gates, Rice, Schwartz, Traver, Underhill, and Wolfersberger.

Also Present: City Manager Tarkiewicz and Clerk Nelson

Absent: None.

City Staff presented more information and answered questions regarding the proposed departmental restructuring plan.

Adjourned at 7:00 p.m.

Joe Caron, Mayor

Trisha Nelson, Clerk

CALL TO ORDER

IN REGULAR SESSION, Monday, July 19, 2021 at 7:00 P.M., in the Council Chambers of Town Hall, 323 West Michigan Avenue, MI 49068. City Council was called to order by Mayor Caron.

ROLL CALL

Roll was called:

Present: Council Members: Mayor Caron, Gates, Rice, Schwartz, Traver, Underhill, and Wolfersberger.

Also Present: City Manager Tarkiewicz and Clerk Nelson.

Absent: None.

INVOCATION/PLEDGE OF ALLEGIANCE

Brandon Crawford of Grace Baptist Church gave the invocation and Mayor Caron led the Pledge of Allegiance.

APPROVAL OF THE AGENDA

Moved Wolfersberger, supported Underhill, to approve the agenda with the addition of the Michigan South Central Power Agency invoice in the amount of \$740,270.31. On a voice vote – **MOTION CARRIED.**

PUBLIC COMMENT ON AGENDA ITEMS

None.

CONSENT AGENDA

Moved Gates, supported Rice, to approve the Consent Agenda:

- A. Minutes of the City Council Regular Session held on Monday, June 21, 2021;
- B. Approve city bills in the amount of \$2,265,534.57.

On a roll call vote – ayes: Gates, Rice, Schwartz, Traver, Underhill, Wolfersberger, and Mayor Caron; nays: none. **MOTION CARRIED.**

PRESENTATIONS AND RECOGNITION

None.

INFORMATIONAL ITEMS

None.

PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

None.

OLD BUSINESS

None.

REPORTS AND RECOMMENDATIONS

A. Traffic Control Orders:

Moved Schwartz, supported Wolfersberger, to approve Traffic Control Orders 110 thru 114 as recommended by the City Traffic Engineer. On a voice – **MOTION CARRIED.**

B. Event Reports – Copper Athletic Club and Downtown Merchants Bazaar:

Moved Traver, supported Schwartz, to approve the two event requests from the Copper Athletic Club and Downtown Retailers for August 28, 2021 and the required street closures, the fee for the administrative costs will be waived but a certificate of liability insurance is required. On a voice vote – **MOTION CARRIED.**

C. American Rescue Plan Act Funding Approval:

Moved Gates, supported Traver, to approve the acceptance of the Federal funding from the American Rescue Plan Act. On a roll call vote – ayes: Underhill, Wolfersberger, Mayor Caron, Gates, Rice, Schwartz, and Traver; nays: none. **MOTION CARRIED.**

**CITY OF MARSHALL, MICHIGAN
RESOLUTION # 2021-29**

WHEREAS, the American Rescue Plan Act (ARPA) of 2021 provides funding to the City from the Federal government passed through the State of Michigan; and

WHEREAS, ARPA requires the City to comply with several policies and procedures to use the funds as outlined in the attached document entitled “U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS”; and

WHEREAS, the City must return any funds received but not used in compliance with the “U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS”; and

WHEREAS, the City Council understands that to comply with the agreement new or existing policies will be brought to the Council for approval; and

WHEREAS, the City Council understands a new special revenue fund will be established with a budget amendment that will be brought to the Council for approval; and

WHEREAS, the City Council understands the use of the Federal funds is restricted to certain uses and a plan will be brought to the Council for approval of use of funds; and

NOW, THEREFORE BE IT RESOLVED, that the Marshall City Council desires to accept the ARPA funding estimated to be \$728,912 complying with the terms and conditions outlined in the "U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS".

CERTIFICATION OF CITY CLERK

I 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 July 19, 2021.

Trisha Nelson, City Clerk

Date

APPOINTMENTS/ELECTIONS

A. Brooks Nature Area Advisory Board:

Moved Traver, supported Underhill, to approve the reappointment of Dave Phaner, Patti Hoch-Melluish, and Briand Huggett to the Brooks Nature Area Advisory Board with terms expiring August 15, 2024. On a voice vote – **MOTION CARRIED.**

PUBLIC COMMENT ON NON-AGENDA ITEMS

None.

ADJOURNMENT

The meeting was adjourned at 7:43 p.m.

Joe Caron, Mayor

Trisha Nelson, City Clerk

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
45976	ACTRON SECURITY ALARM	QUARTERLY MONITORING - POWERHOUSE		356.40
41729	ALEXANDER CHEMICAL CORP.	CHLORINE AND ACID	2022.023	2,040.00
1JMI-RTKL-RYKL-RYH	AMAZON CAPITAL SERVICE	ACCT ALP4GM99HG1EO2 - HAND SHOWER SLIDE		49.95
4983786-00	ANIXTER POWER SOLUTIONS	CT'S FOR HUGHES ELE. TRANSFORMER		468.60
7579	ASI SECURITY	CAMERA SYSTEM MAINTENANCE		2,350.00
02250480524	AUTO VALUE MARSHALL	HEADLAMP BUCKET/ TRANSPORTATION C		165.58
02250480548	AUTO VALUE MARSHALL	BUSHING		0.61
02250480207	AUTO VALUE MARSHALL	MINI BULB		3.39
02250480423	AUTO VALUE MARSHALL	EXHAUST		7.09
0331079-IN	BEAVER RESEARCH CO	INSECT REPELLENT		135.00
8310	BIOCARE, INC.	RESPIRATORY SURVEILLANCE/MASK FIT TESTIN		1,908.00
120322	CARR BROTHERS & SONS	CRUSHED STONE		768.00
5453060	CRYSTAL FLASH MARSHALL	GASOLINE DELIVERY		1,049.03
164281	D & D MAINTENANCE SUPP.	JANITORIAL		45.01
164334	D & D MAINTENANCE SUPP.	JANITORIAL		13.74
164333	D & D MAINTENANCE SUPP.	CLEANSER		13.74
585939	DARLING ACE HARDWARE	BUCKET		9.98
586386	DARLING ACE HARDWARE	CREDIT MEMO		(12.99)
585693	DARLING ACE HARDWARE	HOSE BARB/NUTS & BOLTS		6.45
585726	DARLING ACE HARDWARE	LOCK		4.99
584515	DARLING ACE HARDWARE	WD40/GLOVES/HOSE NOZZLE		66.95
587230	DARLING ACE HARDWARE	PUSH MOWER		259.99
586612	DARLING ACE HARDWARE	COUPLER/ELBOWS		19.12
587102	DARLING ACE HARDWARE	TARP STRAPS		6.38
587044	DARLING ACE HARDWARE	SHOVELS		74.97
586646	DARLING ACE HARDWARE	COUPLER		2.78
586920	DARLING ACE HARDWARE	CHLORINE/CONNECTOR/STRIPPER-CRIMPER		140.82
587016	DARLING ACE HARDWARE	AUTOCUT HEAD		26.95
586940	DARLING ACE HARDWARE	CREDIT MEMO		(47.00)
586921	DARLING ACE HARDWARE	RECEPTACLE/ELEC TAPE/WIRE CONNECTOR		14.58
586802	DARLING ACE HARDWARE	TOILET SUPPLY LINE		17.18
586718	DARLING ACE HARDWARE	ULTRASAW CUTTING KIT		41.99
586758	DARLING ACE HARDWARE	LP GAS - FORK TRUCK		17.35
586633	DARLING ACE HARDWARE	WALLPLATE/VELCRO/OUTLET BOX/WASHER		27.55
586225	DARLING ACE HARDWARE	WASHER		6.99
586143	DARLING ACE HARDWARE	BOLT CUTTER/MENDING BRACE		36.58
8849-2	DAVE COLE DECORATORS,	STERNBERG STREET LIGHT PAINTING PROJECT-2022.001		24,064.00
IN1592070	DOUGLASS SAFETY SYSTEM	TURNOUT GEAR FOR FIRE DEPT- PER QUOTE# Q2021.347		16,057.72
S0014925	EMERGENCY VEHICLE PROD	MAINTENANCE - M6		287.50
S0014852	EMERGENCY VEHICLE PROD	BLANKET PURCHASE ORDER FOR FIRE DEPT VEH 2022.015		994.11
I112513	ERIC DALE HEATING & AIP	PSB - SERVICE CALL - BLOWN FUSES		372.00
90701	F. G. CHENEY LIMESTONE	ROAD CHIPS - MARVIEW #2 LIGHT POLES		46.48
0133561	FERGUSON WATERWORKS	#3 AWG SLD CM/CL2 CABLE 1000/BX		209.06
4633	GOODWIN'S PLUMBING,	LL(FIRE DEPT - SERVICE CALL		125.00
9322346258	GRAYBAR ELECTRIC	PHONE CABLE - AIRPORT FIBERNET PROJECT		2,453.47
2076768	GRIFFIN PEST SOLUTIONS	ACCT 3422841 - PEST CONTROL - PSB		51.00
2076767	GRIFFIN PEST SOLUTIONS	ACCT 3542611 - PEST CONTROL		35.00
12549353	HACH COMPANY	LAB SUPPLIES		1,044.19
3677	HE CLEANS TOO, LLC	JANITORIAL		1,384.14
84195	HERMANS MARSHALL HARDW.	9V BATTERIES		11.99
595904	ITRON INC	ELECTRIC METER READING		2,625.00
21200	J AND K PLUMBING SUPPL	FLUSH VALVE		13.38
22301	J AND K PLUMBING SUPPL	CAST IRON FLANGE		33.10
22371	J AND K PLUMBING SUPPL	SLOAN VACUME		8.66
22368	J AND K PLUMBING SUPPL	COUPLING & FLANGE KIT/ HANDLE ASSMBLY		61.54
22443	J AND K PLUMBING SUPPL	PIPE FITTINGS		20.34
2151-2	MEEKS & SONS	STUMP GRINDING - 9 PROPERTIES		2,875.00
6015126	MPH INDUSTRIES	TUNING FORK		1,629.00
30498464	MSC INDUSTRIAL SUPPLY	BATTERIES		77.30
32560924	MSC INDUSTRIAL SUPPLY	TRANSFORMER STICKERS		45.18
457250	NORTH CENTRAL LABORATO	LAB SUPPLIES		790.37
107018	O'LEARY WATER CONDITIO	SOFTNER SALT		441.00
106709	O'LEARY WATER CONDITIO	JUNE & JULY WATER COOLER RENTAL/WATER DE		52.00
4788-290341	O'REILLY FIRST CALL	ANTIFREEZE/SHOP TOWELS/FUNNEL		31.96
0728	OERTHERS	FERTILIZER		43.87
2004459	OFFICE 360	STICKY NOTES		7.98
2001270	OFFICE 360	MOP/BUCKET		112.80
56579311	POWER LINE SUPPLY	RUBBERGOOD TESTING		479.00
56579057	POWER LINE SUPPLY	ROADWAY LIGHTS		1,595.40
56578720	POWER LINE SUPPLY	BARE COPPER WIRE		1,290.00
56578562	POWER LINE SUPPLY	SAFETY VESTS		756.00
56580740	POWER LINE SUPPLY	BOLTS		470.45
56580739	POWER LINE SUPPLY	METER HUBS		62.60
56580803	POWER LINE SUPPLY	GLOVES		62.50
56580738	POWER LINE SUPPLY	SHORT STRAIN		319.20
56580736	POWER LINE SUPPLY	I/O AL TRIPLEX		1,056.00
56579056	POWER LINE SUPPLY	ELECTRIC INVENTORY		1,507.52
21-1178	QUALITY EXCAVATORS, IN	TOP SOIL - MARVIEW		64.00
6406-9	8/4/21 cc pack SHERWIN-WILLIAMS	UNIT 210 - PAINT		65 221.67

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 08/05/2021 - 08/05/2021
 UNJOURNALIZED
 OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
SA000047561	STANARD & ASSOCIATES,	DETECTIVE/INVESTIGATOR TEST		197.50
221110	STANLEY LAWN & GARDEN	CARB		59.95
5491692	TOSHIBA AMERICA BUSINE	MRLEC PRINTER LEASE		51.27
1620006439	UNIFIRST CORPORATION	MARSHALL HOUSE UNIFORMS		39.87
1620005879	UNIFIRST CORPORATION	MARSHALL HOUSE UNIFORMS		39.87
1620006440	UNIFIRST CORPORATION	WATER UNIFORMS		35.14
1620006434	UNIFIRST CORPORATION	WASTE WATER UNIFORMS		31.43
1620005874	UNIFIRST CORPORATION	WASTE WATER UNIFORMS		31.43
1620005880	UNIFIRST CORPORATION	WATER UNIFORMS		35.14
1620006986	UNIFIRST CORPORATION	MARSHALL HOUSE UNIFORMS		39.87
1620006984	UNIFIRST CORPORATION	POWER HOUSE UNIFORMS		52.87
1620006987	UNIFIRST CORPORATION	WATER UNIFORMS		35.14
1620006981	UNIFIRST CORPORATION	WASTE WATER UNIFORMS		31.43
1620006437	UNIFIRST CORPORATION	POWER HOUSE UNIFORMS		55.27
1620005877	UNIFIRST CORPORATION	POWER HOUSE UNIFORMS		57.77
1620005876	UNIFIRST CORPORATION	DPW GARAGE UNIFORMS		62.21
1620005878	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		190.51
1620006436	UNIFIRST CORPORATION	DPW GARGE UNIFORMS		59.71
1620006438	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		175.01
1620006985	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		181.33
1620006983	UNIFIRST CORPORATION	DPW GARAGE UNIFORMS		59.71
530364008	UTILITIES INSTRUMENTAT	FLASH BARRIERS		2,662.06
530364007	UTILITIES INSTRUMENTAT	BREAKER PREVENTATIVE MAINTENANCE AT PE 2021.419		18,870.00
9781	VK CIVIL / VRIESMAN &	ENGINEERING SERVICES FOR INDUSTRIAL ROAD 2022.010		3,770.00
BROOKSJUNE21	WHITE COLLAR LAWN & LAI	2021 LAWN MOWING AT AIRPORT 2021.360		1,700.00
GRAND TOTAL:				102,508.72

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
07152021	A WEEK IN THE WOODS	WEEK IN THE WOODS DAY CAMP REIMBURSEMENT		565.00
375402	AD-VISOR & CHRONICLE	JUNE ADS		1,087.72
7561	ASI SECURITY	VIDEO RECORDING SECURITY SYSTEM- PER QUO 2021.403		10,000.00
5933	ASPEN WIRELESS	TECH SUPPORT FOR FIBERNET. \$8.75/CUSTOM 2022.012		14,315.00
07/15/2021	AUDREY DORRIS	UB refund for account: 2777		90.45
07082021	CARRIS, STEVE	PAINTING - UNITS 210 & 111 @ M. HOUSE		1,100.00
07/15/2021	CARUSO, ANDREA	UB refund for account: 2900100053		1.92
204388608271	CONSUMERS ENERGY	ACCT 204388608271		99.15
207146326150	CONSUMERS ENERGY	ACCT 100072243312		42.52
207146325306	CONSUMERS ENERGY	ACCT 100000335602		272.83
205278470066	CONSUMERS ENERGY	ACCT 100007594680		29.91
205634412561	CONSUMERS ENERGY	ACCT 100089211096		94.37
206079375213	CONSUMERS ENERGY	ACCT 100090336411		14.93
205990375720	CONSUMERS ENERGY	ACCT 103015800248		124.21
204388608273	CONSUMERS ENERGY	ACCT 100009163971		96.35
204388608272	CONSUMERS ENERGY	ACCT 100009163708		14.93
203231719130	CONSUMERS ENERGY	ACCT 100009163203		14.93
202786720229	CONSUMERS ENERGY	ACCT 103009157670		15.73
206435125705	CONSUMERS ENERGY	ACCT 103018521130		1,434.70
206257294724	CONSUMERS ENERGY	ACCT 100067101772		11.50
07152021	CROCE, MICHELLE	ENERGY OPTIMIZATION - ROOM AC		15.00
07152021	CURRY, MADELEINE	ENERGY OPTIMIZATION - AIR CONDITIONER		150.00
8849-1	DAVE COLE DECORATORS,	STERNBERG STREET LIGHT PAINTING PROJECT- 2022.001		41,782.00
07152021	DAVIS, PAUL	ENERGY OPTIMIZATION - AIR CONDITIONER		150.00
07152021	ELLIS, BEN & STACY	ENERGY OPTIMIZATION - AIR CONDITIONER		100.00
07122021	FULLER, MIKE	BOOT ALLOWANCE REIMBURSEMENT		227.85
07152021	GEIGER, MATTHEW	ENERGY OPTIMIZATION - LED LIGHTING		10.00
22651965	GRANGER WASTE SERVICES	2021 ANNUAL BULK TRASH PICK UP	2022.014	17,587.71
22711878	GRANGER WASTE SERVICES	ACCT 2782490		1,023.98
245449	GWIN, DARWIN	MOWING BROOKS NATURE		225.00
07/15/2021	JANET BLANK	UB refund for account: 2541		124.90
07/15/2021	JENNIFER FLEMING	UB refund for account: 2186		37.23
142	JOHN B SULLIVAN	PROFESSIONAL SERVICES APRIL-JUNE 2021		9,263.00
07/15/2021	KRISTIN BIGGS	UB refund for account: 1825		81.23
06092021JL	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 3280 - J, LANKERD		745.67
39118	MARSHALL FEED & GRAIN	BOOT ALLOWANCE - DAVE JOHNSON		113.00
20210613550	METRO WIRELESS	BUSINESS DATA SERVICES - 10 GBPS INTERNE 2021.019		4,890.22
56575696	POWER LINE SUPPLY	4/0 ALUMINUM WIRE		1,620.00
07042021	QLT CONSUMER LEASE SER	ACCT 269-781-3559 EXTENSION BELL JUL-O		13.20
07042021	QUADIENT FINANCE USA,	ACCT 790004405829307 - POSTAGE		3,000.00
21-1108	QUALITY EXCAVATORS, IN	WATER DEPT WATERMAIN REPAIR		1,003.00
21-1109	QUALITY EXCAVATORS, IN	ELEC DEPT WATER SERVICE REPAIR		203.00
07/15/2021	ROB EVERETTS	UB refund for account: 2593		50.00
07/15/2021	RYAN CHAPMAN	UB refund for account: 1877		50.00
07152021	SHAFE, SUE & SMITH, RE	ENERGY OPTIMIZATION - AIR CONDITIONER		150.00
07152021	SIS GOOD FOOD INC	ENERGY OPTIMIZAITON - HVAC AT SPEEDY CHI		450.00
349079	SOLOMON CORPORATION	DUAL VOLTAGE PAD MOUNT TRANSFORMERS PER 2021.339		14,570.00
07152021	SPEAKER, KYLER	ENERGY OPTIMIZATION - ENERGY STAR APPLIA		75.00
225257	TELNET WORLDWIDE	ACCT 8948		1,104.27
1557	THE WOODHILL GROUP, LL	FINANCIAL SERVICES AGREEMENT	2021.250	9,076.25
72	TOP TO BOTTOM TREE SER	ELECTRIC LINE TREE CLEARANCE		530.00
07132021	VALLAR, LARRY	RESIDENT DEPOSIT REFUND		344.00
9883194820	VERIZON WIRELESS	ACCT 987146080-00001		1,209.10
07152021	WHITE, ALEX	ENERGY OPTIMIZATION - POOL PUMP		150.00
07022021	WOW! INTERNET-CABLE-PH	ACCT 010040764		1,363.05
106	XCEL SPECIALIZED, LLC	WORK WEEK: 7/4/21 - COCHRAN, M.		793.80
GRAND TOTAL:				141,707.61

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 07/23/2021 - 07/23/2021
 UNJOURNALIZED
 OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
287290494544X71421	AT&T MOBILITY	ACCT # 287290494544		42.53
109988	BRUTSCHE CONCRETE PRODC	CEMETERY FOUNDATIONS	2021.343	1,735.00
07/22/2021	CHRISTINE ALI	UB refund for account: 141		50.00
47637	CITY OF COLDWATER	SEMI ANNUAL BEAST REPAIR COSTS		99.67
07092021EZ	CITY OF MARSHALL	CITY CREDIT CARD - 2217 - ERIC ZUZGA		503.35
201985839051	CONSUMERS ENERGY	ACCT 103018520884		14.93
204833561521	CONSUMERS ENERGY	ACCT 103013521119		20.45
584765	DARLING ACE HARDWARE	SHOVEL		59.97
585212	DARLING ACE HARDWARE	HEX BIT SET		9.99
585529	DARLING ACE HARDWARE	CHAIN SAW OIL/E CYCLE MIX		101.96
585440	DARLING ACE HARDWARE	GLOVES/ TWNLON		20.58
584677	DARLING ACE HARDWARE	HAMMER/PLIERS/TAPE MEASURE/SCREWDRIVER		113.93
584563	DARLING ACE HARDWARE	DECK SCREWS/NUTS & BOLTS		11.30
584623	DARLING ACE HARDWARE	PEG BOARD/HOOKS		31.16
585305	DARLING ACE HARDWARE	CEILING HOOK		2.39
585557	DARLING ACE HARDWARE	ELBOW		26.36
INV54079	DORNBOS SIGN INC	STREET SIGNS		767.30
INV54361	DORNBOS SIGN INC	STREET SIGN		30.45
22703734	GRANGER WASTE SERVICES	ACCT 18400290 - JUNE RESIDENTIAL		29,130.02
34447	HUNTINGTON NATIONAL BAN	BOND ADMIN FEE - 8/1/21-7/31/22		500.00
21957	J AND K PLUMBING SUPPL	GALV ELBOW/PIPE		19.08
07/22/2021	JACK WATSON	UB refund for account: 1523		50.00
984791-HCFAWD	LOWE'S	ACCT 99007320387		221.39
07092021CR	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 4860 - CHRISTY RAMEY		378.93
07092021COFM	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 3431 - CITY OF MARSHA		259.00
07092021TT	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 7681 - TOM TARKIEWICZ		415.42
1525251	MILLER CANFIELD PADDOC	PROFESSIONAL SERVICES - JUNE		456.00
07142021	MURPHY, PHILLIP	RESIDENT DEPOSIT REFUND		12.00
NNS25999	NEONOVA NETWORK SERVICI	ISP TECH SUPPORT - JUNE		1,000.00
NNS25391	NEONOVA NETWORK SERVICI	IPS TECH SUPPORT - MAY		1,000.00
07122021	SHELDON, PAUL	JULY INSPECTIONS		150.00
07/22/2021	STANLEY III, CHESTER	UB refund for account: 3005360037		45.51
1636415584	STAPLES BUSINESS CREDI	CREDIT ACCT # 302063		661.87
73	TOP TO BOTM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$106/2022.017		2,650.00
07/22/2021	WATSON, JACK	UB refund for account: 319200		65.28
07/22/2021	WATSON, JACK	UB refund for account: 319300		32.64
07/22/2021	WATSON, JACK	UB refund for account: 319400		32.64
07/22/2021	WATSON, JACK	UB refund for account: 319500		32.64
07/22/2021	WATSON, JACK	UB refund for account: 319600		32.64
07/22/2021	WATSON, JACK	UB refund for account: 151300		32.64
07/22/2021	WATSON, JACK	UB refund for account: 242000		32.64
07/22/2021	WATSON, JACK	UB refund for account: 150700		32.64
07/22/2021	WATSON, JACK	UB refund for account: 167600		32.64
07/22/2021	WATSON, JACK	UB refund for account: 254700		32.64
07/22/2021	WATSON, JACK	UB refund for account: 319100		32.64
07/22/2021	WATSON, JACK	UB refund for account: 187000		32.64
73936954	WINDSTREAM	ACCT 205599191		52.87
GRAND TOTAL:				41,067.73



ADMINISTRATIVE REPORT
August 4, 2021 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council Members

FROM: Scott E. McDonald, Public Safety Director
Tom Tarkiewicz, City Manager

SUBJECT: Honolulu House Ball.

EVENT DETAILS: The Marshall Area Historic Reenactors Society is proposing to host their "Honolulu House Ball" in conjunction with the annual Marshall Historic Home Tour. The event is free to the public, and designed to offer the public a glimpse into the past, by featuring a mid-1800's period correct event and attire.

BACKGROUND: This event has been held during the annual Home Tour for many years. None of the previous events has had any known issues.

After review of past City events, the City is requesting a few parameters to this event on City property.

1. Any signage, electrical connections, plumbing connections, mechanical connections, and open flame devices shall be approved in advance, and be in conformance with City of Marshall code.
2. The event sponsor is responsible for set up and removal of all tents, tables, chairs, fixtures, signs, etc. Anything set up must be in conformance with City regulations.
3. The event sponsor is responsible for trash collection, debris removal, and any damages to the lawn and/or property.
4. All public sidewalks will remain unobstructed at all times for use by residents not affiliated with the event.

FISCAL EFFECTS: The event will incur costs for several City Departments (Police- Planning \$44.24), (City Administration- \$8.48 Filing), (City Attorney \$43.75- Liability Review), (Streets Department- \$91.68 Street Closing), and (Electric Department- \$TBD Meter and Electricity). This is cost estimated at \$188.15 not including Electric labor and costs. These costs can either be waived by Council, or can be assessed to the event sponsor by the City Clerk prior to the event.

323 W. Michigan Ave.
Marshall, MI 49068
p 269.781.5183
f 269.781.3835
cityofmarshall.com

RECOMMENDATIONS: It is recommended that City Council review the Event Request(s) and consider appropriate action.

It is also recommended that as the event will be on City owned property, a certificate of proof of liability coverage insurance with coverage amounts/requirements to be determined by the City Attorney, and with City of Marshall named as co-insured, be obtained from the event sponsor/organizer.

ALTERNATIVES: As suggested by Council.

ATTACHMENT: Request Letter to City to Host Event/Flyer

Respectfully submitted,



Tom Tarkiewicz
City Manager



Scott E. McDonald
Director of Public Safety

CITY OF MARSHALL EVENT REPORT

**HONOLULU HOUSE BALL 2021
SEPTEMBER 11, 2021**

REPORT TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: SCOTT E. McDONALD, PUBLIC SAFETY DIRECTOR
TOM TARKIEWICZ, CITY MANAGER

EVENT: HONOLULU HOUSE BALL

EVENT LOCATION: 100 BLOCK NORTH KALAMAZOO AVE

SPONSOR: MARSHALL AREA HISTORIC REENACTORS SOCIETY

EVENT DATES: SATURDAY, SEPTEMBER 11th, 2021

EVENT TIMEFRAME: 7:00 PM – 10:00 PM

ROAD CLOSURE TIMEFRAME: 6:30 PM – 10:30 PM

EVENT STREETS AFFECTED:

N. Kalamazoo Avenue from Mansion Street to the Fountain Circle.

DETOUR DETAIL: Northbound traffic on Kalamazoo will be routed up Grand Street, while southbound traffic will be routed down Sycamore Street.

CITY SERVICES REQUIRED: Road closure and detour route.

CONTACTS:

Event Chairs – Michael Sullivan, 269-967-2505, or Mpactv10@gmail.com
Judy Babcock- Judy327@sbcglobal.net

COUNCIL NOTIFICATION DATE: August 4, 2021

Marshall's HONOLULU HOUSE Ball
Committee Michael Sullivan, Judy Babcock
140 W. 1/2 Michigan Ave. Suite 7 Marshall, MI 49068



July 22, 2021

City Manager: Tom Tarkiewicz
& Public Safety Department
City of Marshall Town Hall
323 West Michigan Ave. Marshall, MI 49068

Subject: Request to close Kalamazoo Ave, Honolulu House area

Dear Mr. Tarkiewicz:

We are requesting to close North Kalamazoo Street, from Mansion Street to the intersection of Michigan Avenue on Saturday, September 11, 2021.

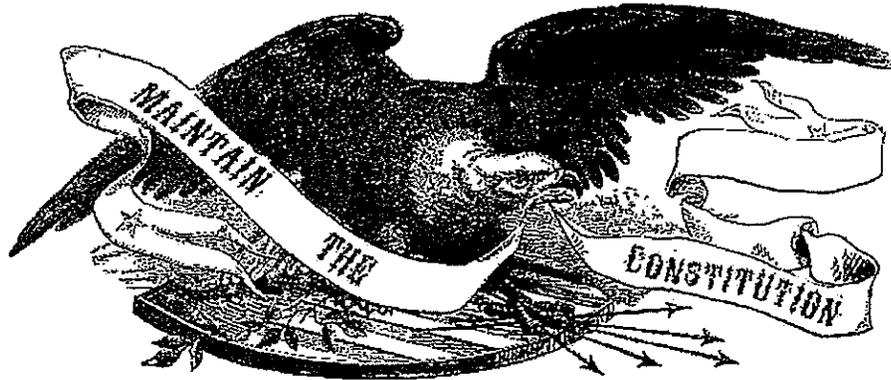
We will be holding the Honolulu House Ball once again this year in conjunction with Marshall's Historic Home Tour. Our ball will take place from 7:00pm to 10:00pm. It will be a street ball in front of the Honolulu House.

Our ball is in keeping with a period event and a wonderful opportunity for tourist and residents alike, who might wish to both participate and observe it. The Honolulu House in front of Marshall's Brooks Fountain is the perfect backdrop for all concerned.

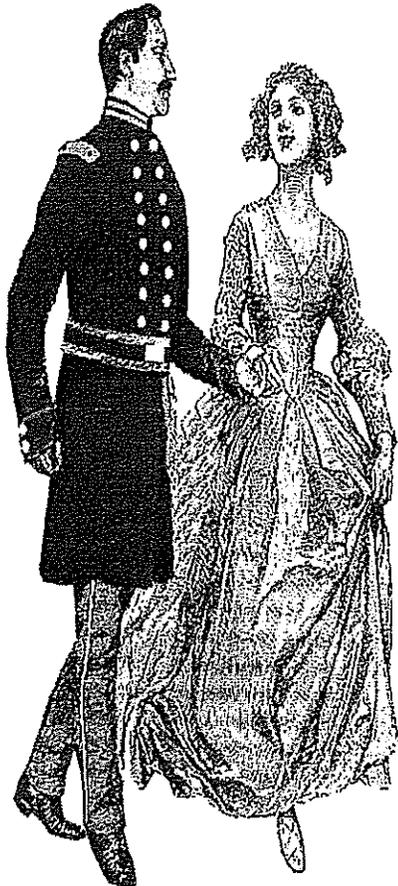
Thank you for your consideration and if there are any questions, I can be contacted at 269-967-2505

We await your reply.
Thank you,

Michael Sullivan, Judy Babcock



Marshall Honolulu House Ball
In Conjunction with
Marshall's Home Tour Weekend
Marshall Area Historic Reenactors Society



Saturday September 11

6:45pm to 10:00pm

Honolulu House

**North Kalamazoo Ave &
Mansion St. North of Fountain**

•Free Event

• Root Cellar String Band

• Period attire Please

• Rain, location 1243 South Kalamazoo

• Brooks Air Field Historical Hanger

For information: Mpactv10@gmail.com

Judy327@sbcglobal.net

• Michael Sullivan 2





ADMINISTRATIVE REPORT
August 4, 2021 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council Members

FROM: Scott E. McDonald, Public Safety Director
Tom Tarkiewicz, City Manager

SUBJECT: Vintage Garden Market.

EVENT DETAILS: The Bayberry House is proposing to host a “Vintage Garden Market” in conjunction with the annual Marshall Historic Home Tour. The event is a fundraiser, with the benefits proposed as going to the Marshall Garden Club. It is likely this event will feature a large canopy style tent on the grounds of Veterans Memorial Park, and smaller canopy’s in the Fountain Circle.

BACKGROUND: This event has been held for four years previously. The last Home Tour version of this event was held in 2019. They also held a similar event during the Marshall Welcome to My Garden tour in July. None of the previous events has had any known issues.

After review of past City events, the City is requesting a few parameters to this event on City property.

1. Any signage, electrical connections, plumbing connections, mechanical connections, and open flame devices shall be approved in advance, and be in conformance with City of Marshall code.
2. The event sponsor is responsible for set up and removal of all tents, tables, chairs, fixtures, signs, etc. Anything set up must be in conformance with City of Marshall Parks Department regulations.
3. The event sponsor is responsible for trash collection, debris removal, and any damages to the lawn and/or property.
4. All public sidewalks will remain unobstructed at all times for use by residents not affiliated with the event.

FISCAL EFFECTS: The event will incur costs for several City Departments (Police- Planning \$44.24), (City Administration- \$8.48 Filing), (City Attorney \$43.75- Liability Review), (Streets Department- \$91.68 Street Closing and Water Tank), (Electric Department- \$TBD Meter and Electricity), and Water Department- \$TBD Water). This is cost estimated at \$188.15 not including Electric and Water labor and costs.

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cityofmarshall.com

These costs can either be waived by Council, or can be assessed to the event sponsor by the City Clerk prior to the event.

RECOMMENDATIONS: It is recommended that City Council review the Event Request(s) and consider appropriate action.

It is also recommended that as the event will be on City owned property, a certificate of proof of liability coverage insurance with coverage amounts/requirements to be determined by the City Attorney, and with City of Marshall named as co-insured, be obtained from the event sponsor/organizer.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,



Tom Tarkiewicz
City Manager



Scott E. McDonald
Director of Public Safety

CITY OF MARSHALL EVENT REPORT

**MARSHALL GARDEN/VINTAGE MARKET 2021
SEPTEMBER 11 AND 12, 2021**

REPORT TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: SCOTT E. McDONALD, PUBLIC SAFETY DIRECTOR
TOM TARKIEWICZ, CITY MANAGER

EVENT: VINTAGE GARDEN MARKET

EVENT LOCATION: MARSHALLS VETERANS MONUMENT GROUNDS AND N.
PARK STREET, AND FOUNTAIN CIRCLE PARK

SPONSOR: BAYBERRY HOUSE INTERIORS

EVENT DATES: SATURDAY, SEPTEMBER 11th, 2021
SUNDAY, SEPTEMBER 12th, 2021

EVENT TIMEFRAME: 10:00 AM – 5:00 PM

EVENT STREETS AFFECTED:

N. Park Street will be closed from the bank drive through drive to the Fountain Circle. Although Michigan Avenue at the Fountain Circle will not be closed, there will be a significant increase in pedestrian traffic crossing from the Veterans Memorial Park to the Fountain Circle.

DETOUR DETAIL: The portion of Park Street that will be left open can detour through the Banks parking lot.

CITY SERVICES REQUIRED: In addition to the road closure, the event has requested a water supply (non-potable) and City electric services.

CONTACTS:

Event Chair – Janet Ostrum, 269-781-7777, or janetbayberryhouseinteriors.com

COUNCIL NOTIFICATION DATE: August 4, 2021



ADMINISTRATIVE REPORT
August 4, 2021 – COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council

FROM: Tom Tarkiewicz, City Manager
Eric Zuzga, Director of Special Projects

SUBJECT: Marshall House Purchase Agreement

BACKGROUND: Since Council acceptance of the Integra Property Group offer to purchase Marshall House, City staff and Attorney Revore have been negotiating with Integra Property Group and its attorney over a purchase agreement to complete the sale. We are happy to present the final version of the purchase agreement.

RECOMMENDATION: It is recommended council approve the attached purchase agreement for the sale of Marshall House to Integra Property Group.

FISCAL EFFECTS: Approval of the sales agreement will not have an immediate financial impact, but will result in a gain of approximately \$9.9 million to the City.

ALTERNATIVES: As determined by Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tom Tarkiewicz".

Tom Tarkiewicz
City Manager

A handwritten signature in black ink, appearing to read "Eric Zuzga".

Eric Zuzga
Director of Special Projects

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

PURCHASE AND SALE AGREEMENT

(Marshall House Apartments)

This Purchase and Sale Agreement ("**Agreement**") is entered into by and between the City of Marshall, Michigan, a public authority and body politic of the State of Michigan ("**Seller**"), and Integra Property Group, LLC, a Delaware limited liability company ("**Purchaser**") (collectively, the "parties").

1. **Definitions.** The following capitalized terms in this Agreement shall have the following definitions:

1.1. "**Affiliate**" means, as to any person or entity: (a) any other person or entity that, directly or indirectly, is in control of, is controlled by or is under common control with such person or entity; or (b) is a director, officer, shareholder, partner, member or associate of such person or entity, or of an Affiliate of such person or entity.

1.2. "**Business Day**" means any day other than a Saturday, Sunday, or federal holiday. If a deadline for any action required herein falls on a day other than a Business Day, the deadline shall be deemed to fall on the next Business Day.

1.3. "**Closing**" means the delivery of the Covenant Deed from the Seller to the Purchaser.

1.4. "**Closing Date**" means the date on which the Closing occurs, which shall be within ten (10) Business Days of Purchaser's receipt of its HUD/MSHDA Approval (as defined in Section 6.2). Notwithstanding, Closing shall take place on or before the one-year anniversary of the Effective Date (the "**Outside Closing Date**"), or as agreed to by the parties.

1.5. "**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of management, policies or activities of a person or entity, whether through ownership of voting securities, by contract or otherwise.

1.6. "**Effective Date**" means the date that both parties have executed this Agreement. (The signature of Escrow Agent shall not affect the Effective Date.)

1.7. "**Escrow Agent**" means First American Title Company, Attn: Beth Peterson, 818 Stewart Street, Suite 800, Seattle, WA 98101; Phone 206.615.3260; e-mail: bethpeterson@firstam.com.

1.8. "**Examination Period**" means the period of time commencing on the later of i) the Effective Date and ii) Seller's delivery of notice that it has provided all reasonably available Property Documents, and ending thirty (30) days thereafter.

1.9. "**Property**" means that certain 100-unit multifamily property commonly known as Marshall House Apartments, located at 200 East Spruce Street, Marshall, Michigan, legally described on **Exhibit A ("Property")**. As used in this Agreement, Property includes the "**Land,**" "**Improvements,**" "**Accounts,**" "**Personal Property,**" and "**Intangible Property,**" defined and described on **Exhibit B**. Seller shall convey to Purchaser the right to make all available divisions under Section 108 of the Land Division Act, Act No. 288, and the Public Acts of 1967, as amended, without warranty as to the number of divisions available. Purchaser shall

obtain all required governmental approvals for any land division associated with Purchaser's acquisition of the Property that may be required.

1.10. **"Title Company"** means First American Title Insurance Company, Attn: Beth Peterson, 818 Stewart Street, Suite 800, Seattle, WA 98101; Phone 206.615.3260; e-mail: bethpeterson@firstam.com

2. **Purchase and Sale.** Purchaser hereby agrees to buy, and Seller hereby agrees to sell, the Property on the terms of this Agreement, and subject to the conditions in this Agreement.

3. **Purchase Price.** The purchase price for the Property (the "**Purchase Price**") shall be Ten Million Three Hundred Thousand Dollars (\$10,300,000), and shall be payable in full at Closing via wire transfer of United States funds.

4. **Deposit.** On or before two (2) Business Days after the Effective Date, Purchaser shall deposit with Escrow Agent the amount of One Hundred Fifty Thousand Dollars (\$150,000) (the "Deposit"). The Deposit shall be fully refundable to the Purchaser except as otherwise provided in this Agreement. All Deposits shall be held in an interest-bearing account with the Escrow Agent, invested according to Escrow Agent's standard practice (commencing upon Purchaser's delivery to Escrow Agent of a W-9 and any other documents customarily and reasonably required by Escrow Agent's financial institution to open interest-bearing accounts), and disbursed in accordance with the terms, conditions, and provisions of this Agreement. The Deposit shall be a credit against the Purchase Price upon Closing. Interest shall become part of the Deposit.

5. **Due Diligence/Inspections.**

5.1 Seller's Initial Deliveries. Within fifteen (15) Business Days of the Effective Date, Seller shall deliver to Purchaser copies of all of documents relating to the Property in the possession or control of the Seller or the Seller's property manager, including, but not limited to, those items identified on **Exhibit "C"** attached hereto (collectively, the "**Property Documents**").

5.2 Property Inspections. Commencing on the Effective Date and continuing for so long as this Agreement may be in effect, Purchaser, its agents and representatives, shall be entitled to enter onto the Property during reasonable business hours and upon 48 hours prior notice to be given during regular business hours to perform inspections and tests of the Property and the structural and mechanical systems at the Property, including premises by premises inspections and environmental assessments of the Property, all at Purchaser's sole cost and expense. Access to individual apartment units is subject to any advance notice or other restrictions contained in the leases or contained in any applicable local ordinances. Purchaser agrees to conduct such inspection in a manner which will not materially interfere with the tenants' quiet enjoyment of the Property. Purchaser will indemnify, defend, and hold Seller harmless for, from and against any and all claims, damages, costs, liabilities and losses arising out of any entry by Purchaser or its agents, designees or representatives, and this indemnity will survive the close of escrow or earlier termination of this Agreement. Purchaser will, at its sole cost and expense, repair any damage to the Property which was caused by any inspection or testing of the Property by Purchaser if this transaction does not close, and, until such repair is complete, Purchaser will take all reasonable steps necessary to ensure that any conditions on the Property created by Purchaser's testing will not unreasonably interfere with the normal operation of the Property or create any dangerous, unhealthy, unsightly or noisy conditions on the Property.

5.3 Environmental Inspections. Purchaser shall have the right to conduct a Phase I Environmental Assessment of the Property. If as a result of the Phase I Environmental Assessment, Purchaser desires to proceed with additional environmental investigations, the scope of any additional environmental investigations, including without limitation any soil sampling, groundwater sampling, and any other testing, must be approved in advance in writing by Seller before any such activity commences. Purchaser shall notify Seller of the proposed scope of any additional environmental investigations and if Seller fails to approve or disapprove of such scope within ten (10) days after receiving notification, Seller shall be deemed to have approved such scope and Purchaser may proceed with the proposed action. All costs and expenses incurred in connection with Purchaser's inspection and testing of the Property shall be paid by Purchaser. Purchaser may not disclose the results of its inspections, environmental assessments, or additional environmental investigations that are not readily available in the public domain, to any third party, other than to its lender and Purchaser's attorneys, consultants and prospective investors and partners, and other than as required by applicable law, without Seller's prior written consent. Any written report to be issued by any of Purchaser's agents in connection with any additional environmental investigations shall first be prepared in draft form and submitted to Seller for its review. Any final report shall incorporate such changes as may be reasonably requested by Seller.

6. Contingencies.

6.1. Purchaser's obligations under this Agreement are expressly contingent upon its approval of its due diligence review during the Examination Period. Purchaser shall have until the expiration of the Examination Period, to review all aspects of the Property and this transaction. In the event that Purchaser approves such review, Purchaser shall so notify Seller in writing ("**Purchaser's Approval Notice**") on or before expiration of the Examination Period, in which event One Hundred Thousand Dollars (\$100,000) of the Deposit shall become non-refundable except as specifically provided otherwise in this Agreement. In the event Purchaser notifies the Seller that it elects to terminate the Agreement or does not provide the Purchaser's Approval Notice to Seller on or before the expiration of the Examination Period, this Agreement shall automatically terminate, in which event the Deposit shall be returned to Purchaser.

6.2. Purchaser needs to and shall seek certain approvals, consents, or other actions from the U.S. Department of Housing and Urban Development ("**HUD**") and the Michigan State Housing Development Authority ("**MSHDA**"), to purchase and preserve the Property.

6.2.1. Purchaser shall seek the approvals, consents, or other actions from HUD/MSHDA that Purchaser deems necessary or advisable, including, without limitation, the assignment and assumption of the HAP Contract and obtaining confirmation from HUD of a post-transfer replacement, extension, or modification of the HAP Contract, HUD/FHA approval of the proposed preservation financing, the award of sufficient low income housing tax credits, and approval of a new post-transfer mark-to-market HAP Contract for the Property at rent levels acceptable to the Purchaser (collectively, the "**HUD/MSHDA Approvals**").

6.2.2. At Purchaser's expense, Purchaser shall use best efforts to expeditiously provide HUD and MSHDA all applications, due diligence, and other documents that are necessary to obtain the HUD/MSHDA Approvals. Seller acknowledges that Purchaser and its counsel will directly communicate with HUD and MSHDA to obtain the HUD/MSHDA Approvals and Seller shall cooperate with Purchaser in connection with obtaining the HUD/MSHDA Approvals, which includes, without limitation, executing such applications, and providing such information and documents, that are reasonably necessary to obtain the HUD/MSHDA Approvals.

6.2.3. Seller shall not execute a renewal or extension prior to the end date of the HAP Contract without the Buyer's prior written consent. Seller shall provide Buyer with copies of all correspondence received from HUD related to the Property prior to Closing unless this Agreement has otherwise terminated.

6.2.4. Seller acknowledges that, prior to Closing, HUD may require a full inspection of the Property to determine that the Property meets HUD's standards, including, without limitation, the Uniform Physical Conditions Standards and Housing Quality Standards, which may require a Real Estate Assessment Center physical inspection (collectively, the "HUD Required Inspections"). If required to obtain the HUD Approvals, Purchaser and Seller shall cooperate with any HUD Required Inspections and shall coordinate with each other to make any repairs or cure any other deficiencies found by the HUD Required Inspections that are required to be addressed prior to receipt of the HUD/MSHDA Approvals or Closing. If this Agreement has not been terminated and Purchaser and Seller anticipate transferring the Property at Closing in accordance with this Agreement, Seller shall have no duty to undertake or fund the completion of any capital improvements whether required by HUD or otherwise.

6.2.5. Purchaser shall notify Seller in writing ("**HUD/MSHDA Approval Notice**") no later than one hundred fifty (150) days after the end of the Examination Period ("**Approval Notice Date**") whether HUD and MSHDA have yet given their approval of the preservation. The Closing shall occur within ten (10) days of Seller receiving the HUD/MSHDA Approval Notice, unless otherwise mutually agreed by Purchaser and Seller. Due to the uncertainty of processing timing by governmental agencies, if, despite best efforts of the Purchaser, HUD and/or MSHDA have not yet granted all necessary approvals by the Approval Notice Date, Purchaser may elect to make the remaining fifty thousand dollars (\$50,000) of the Deposit nonrefundable, in which case, i) Purchaser shall continue to diligently work with HUD and MSHDA until the HUD/MSHDA Approvals are obtained, and ii) the Closing shall occur within ten (10) days of Purchaser obtaining the HUD/MSHDA Approvals and delivering the HUD/MSHDA Approval Notice. Notwithstanding, the Closing shall occur on or before the Outside Closing Date, or the Seller may terminate this Agreement at Seller's sole election.

6.2.6. If during the term of this Agreement, HUD or MSHDA is closed and its employees are not working because of a government shutdown, or partial government shutdown affecting HUD or MSHDA, then all deadlines within this Agreement shall be extended one calendar day for each calendar day that any part of HUD or MSHDA is shut down.

7. Title Policy/Survey.

7.1. Within fifteen (15) days of the Effective Date, Seller shall provide Purchaser with a commitment from the Title Company ("**Title Commitment**") for the issuance of an ALTA Owner's Title Policy ("**Title Policy**") at Closing to Purchaser. Purchaser shall order a survey within ten (10) days of the Effective Date. Purchaser shall give Seller written notice ("**Purchaser's Title Notice**") on or before the expiration of twenty (20) days after receipt of the Title Commitment and exception documents as to whether the condition of title as set forth in the Title Commitment is or is not satisfactory, in Purchaser's sole discretion. On or before the expiration of twenty (20) days after receipt of the survey Purchaser shall give Seller written notice ("**Purchaser's Survey Notice**") as to whether or not the condition of the survey is or is not satisfactory, in Purchaser's sole discretion. Monetary liens shall be paid by Seller at Closing out of the sales proceeds. In the event that the condition of title or the survey is not acceptable, Purchaser shall specify and set forth each of such objections ("**Objections**") in the Purchaser's Title Notice or Survey Notice. If Seller chooses not to remove one or more exceptions that

Purchaser has objected to, Seller shall notify Purchaser in writing ("**Seller's Title or Seller's Survey Response**") within ten (10) days of receipt of Purchaser's Title Notice and Survey Notice as to which Objections Seller will not remove as of the Closing Date ("**Remaining Objections**"). If there are any Remaining Objections, Purchaser may, at its option by written notice within five (5) days after Seller's Title Response and within five (5) days after Seller's Survey Response, (i) accept title and the survey subject to the Remaining Objections, in which event the Remaining Objections shall be deemed to be waived for all purposes, or (ii) terminate this Agreement in which event the Deposit shall be returned to Purchaser. If Purchaser fails to take any action within this five (5) day period, Purchaser shall be deemed to have elected to accept title and the survey and waived the Remaining Objections. Any exceptions permitted on the Title Policy pursuant to this Section 7 are referred to herein as "**Permitted Exceptions**". If the Title Company subsequently updates the Title Commitment with additional exceptions to title, the provisions for Purchaser's Title Notice and Seller's Title Response shall be reinstated, with the Purchaser's Title Notice regarding the additional exception(s) being due five (5) business days after the date that Purchaser receives the updated exceptions.

7.2. In the event that the issuance of the Title Policy requires an ALTA Survey ("**Survey**") of the Property, Purchaser shall obtain such Survey and provide it to the Title Company.

7.3. Purchaser's obligations hereunder are contingent upon the Title Company, at Closing, being irrevocably and unconditionally committed to issue to Purchaser the Title Policy in accordance with the title requirements listed in this Section 7 (subject only to payment of the premiums for the Title Policy).

8. **Contracts.** Subsequent to delivery of Purchaser's Approval Notice, Seller shall give appropriate notices of termination of any service, supply, security, maintenance, employment or other contracts or arrangements ("**Contracts**") with respect to the Property (other than the Permitted Exceptions), terminating such Contracts as of the Closing Date (or if a Contract cannot be terminated as of the Closing Date, such later date which is the earliest date that such Contract can be terminated in accordance with its terms without a termination fee or charge). In addition, effective as of the Closing Date, Seller shall terminate all property management agreements with respect to the Property.

9. **The Closing and the Closing Date.** The purchase and sale of the Property shall be consummated at the Closing to be held on the Closing Date at the offices of the Escrow Agent. Neither party need be physically present at the Closing. Title to and possession of all phases of the Property shall transfer simultaneously to Purchaser at Closing.

10. **Seller's Obligations at the Closing.** Not less than two (2) Business Days prior to the Closing, Seller shall do the following:

10.1. Deliver to the Title Company, with standard instructions to deliver to Purchaser, (i) a Covenant Deed (the "**Deed**") on a customary Michigan form conveying to Purchaser fee simple title to the Property, subject only to the Permitted Exceptions; (ii) a Bill of Sale, Assignment, and Assumption Agreement on the form attached hereto as Exhibit D; (iii) an assignment of the HAP Contract using the standard HUD form; (iv) a FIRPTA Affidavit; (v) the Title Policy; and (vi) all other agreements to be executed by Seller as specified herein. To the extent the legal description of the Property as shown in the Survey shows a discrepancy with the legal description attached hereto, the Seller shall also deliver a Quitclaim Deed conveying the Property to Purchaser using the legal description shown on the Survey.

10.2. Deliver to the Title Company: (i) such affidavits and other evidence as the Title Company may reasonably require so as to enable the Title Company to issue the Title Policy in accordance with this Agreement; and (ii) satisfactory evidence that all necessary corporate, partnership, or other action on the part of Seller has been taken with respect to the execution and delivery of this Agreement and the consummation of the transaction contemplated hereby so that all of said documents are or will be validly executed and delivered and will be binding upon the Seller.

10.3. Deliver to Purchaser a Rent Roll certified by Seller to be correct no earlier than five (5) Business Days prior to the Closing Date. Tenant leases will be delivered to the Purchaser at the Property at closing.

10.4. Deliver or make available to Purchaser all documents, records, plans, keys, permits and other items related to the Property within Seller's possession or control.

10.5. Deliver to Purchaser a letter from Seller to all tenants advising the tenants of the transfer of title and the transfer of the security deposits to the Purchaser, and directing tenants of the place to which future rent payments are to be paid.

10.6. Deliver to Purchaser, if requested, any state or local tax withholding forms so that Purchaser has no liability for Seller withholding or Seller taxes under state or local law.

10.7. Deliver to Purchaser such other documents as may be reasonably requested by Purchaser or the Title Company as are necessary to carry out the provisions of this Agreement.

10.8. Deliver to Purchaser an executable Payment in Lieu of Taxation ("PILOT") or other similar agreement setting the Property's annual financial obligation in lieu of ad valorem taxes at not more than four percent (4.0%) of shelter rents, as such are commonly defined.

11. **Purchaser's Obligations at the Closing.** Not less than two (2) Business Days prior to the Closing, Purchaser shall do the following:

11.1. Deliver to the Escrow Agent the Purchase Price, less any agreed-upon credits.

11.2. Deliver to the Title Company satisfactory evidence that all necessary corporate, partnership, or other action on the part of Purchaser, if any, has been taken with respect to the execution and delivery of this Agreement and the consummation of the transaction contemplated hereby so that all of said documents are and will be validly executed and delivered and will be binding upon Purchaser.

11.3. Deliver to Seller executed counterparts of the Bill of Sale, Assignment, and Assumption Agreement.

11.4. Deliver to Seller such additional documents as are necessary to carry out the provisions of this Agreement.

12. **Treatment of Accounts and Escrows.** There are several Accounts and escrows required by HUD or MSHDA which may include, inter alia: Insurance Escrow, Tax Escrow,

Replacement Reserve, ORC (residual receipts), and MIP. Unless prohibited by HUD and MSHDA, Seller shall retain the balances in any DCE Principal accounts and in the MIP accounts. To the extent required by HUD and MSHDA, Seller will assign all of the other accounts to Purchaser. Seller agrees that Purchaser may communicate directly with HUD and MSHDA regarding the disposition of accounts at Closing. Notwithstanding whether HUD or MSHDA refuses to allow either the Purchaser or the Seller to assume or retain any of these accounts, there shall be no adjustment to the Purchase Price and there shall be no credits given to the Purchaser or to the Seller related to their inability to access or to retain these funds. It is understood that Seller will continue to draw down funds from these accounts for operations and maintenance consistent with its standard practice. (DMR Comment: What accounts, MSHDA loans, etc.?)

13. **Representations and Warranties of Seller.** Seller represents and warrants to Purchaser the following:

13.1. Seller is duly formed, validly existing and in good standing under the laws of the State of its formation and has all requisite powers and all material governmental licenses, authorizations, consents and approvals to carry on its business as now conducted and to enter into and perform its obligations hereunder and under any document or instrument required to be executed and delivered on behalf of Seller hereunder.

13.2. This Agreement has duly executed and delivered by Seller, and upon receipt of the necessary limited partner consents, will constitute the valid and binding agreement of Seller and will be enforceable in accordance with its terms. The person executing this Agreement on behalf of Seller has the authority to do so.

13.3. The execution and delivery of, and the performance by Seller of its obligations under this Agreement will not contravene, or constitute a default or breach under any provision of (i) Seller's organizational documents, or (ii) applicable law or regulation or any agreement, judgment, injunction, order, decree or other instrument binding upon Seller or to which the Property is subject.

13.4. Seller has not received any written notice and Seller has no knowledge of, any threatened or actual cancellation or suspension of any certificate of occupancy or other certificate, license or permit for any portion of the Improvements. To the best of Seller's knowledge without investigation, dedicated access exists to the Property meeting all applicable governmental requirements, and the Property complies with all zoning, use, environmental, flood control, planning, building, fire, health, traffic and similar laws, codes, rules, regulations, ordinances and requirements imposed by any local, state and federal governmental authority.

13.5. To the best of Seller's knowledge without investigation, all water, sewer, gas, electric, telephone, cable/satellite television, and drainage necessary to properly service the Property and the Improvements or which are otherwise required by law or by the normal use and operation of the Property and the Improvements are located within the Property.

13.6. To the best of Seller's knowledge, the Property is not, as of the date of this Agreement, in violation of any federal, state or local law, ordinance or regulation relating to Hazardous Materials ("**Hazardous Materials**"), industrial hygiene or the environmental conditions on, under or about the Property including, but not limited to, soil and ground water condition. Hazardous Materials shall mean any flammable explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances, lead paint, asbestos, radon, and

other related materials including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal, state or local laws or regulations. In addition, to the best of Seller's knowledge without investigation, Seller represents that there are no underground storage tanks on or under the Land. If, prior to the Closing Date, Seller receives any notice that the Property is in violation of any federal, state or local law, ordinance or regulation relating to Hazardous Materials, industrial hygiene or the environmental conditions on, under or about the Property, it shall notify Purchaser in writing of the same. Purchaser shall have thirty (30) days from receipt of such notice to elect, in its sole and absolute discretion, to terminate this Agreement. If Purchaser timely elects to terminate this Agreement, this Agreement shall terminate as of the date of such notice, the Deposit shall be returned to the Purchaser, and the parties shall have no further obligation to each another.

13.7. Except as may be disclosed by Purchaser's review of the tenant files located at the Property, Seller has not received any written notice of any pending or threatened judicial, municipal or administrative proceedings against the Seller or affecting the Property, including, without limitation, proceedings for or involving collections, condemnation, eminent domain, alleged building code or environmental or zoning violations, or personal injuries or property damage alleged to have occurred on the Property or by reason of the condition, use of, or operations on, the Property.

13.8. The contracts or agreements ("**Contracts**") disclosed as part of the Property Documents, and/or shown as exceptions on the Title Commitment, constitute all of the Contracts affecting the Property. Seller has not received any written notice of default and Seller has no knowledge of any existing defaults under the Contracts.

13.9. The certified rent roll ("**Certified Rent Roll**") to be provided pursuant to this Agreement shall be certified by Seller to be true, correct, and complete, and shall contain for each tenant and each tenant's lease the following information: commencement date of the lease; termination date of the lease; monthly rent, with separate columns for the portions paid by HUD and the portions paid by the tenant; any current monthly rental concession; security deposits (any amounts previously applied to charges shall also be shown); prepaid rents; any other payments or credits applicable to that lease.

13.10. There are no leasing commissions payable in connection with the renewal of any existing lease. Seller has not agreed to make any improvements to a unit in connection with the renewal of an existing lease or in connection with the execution of any existing leases.

13.11. There are no purchase options, or rights of first refusal, right of first offer, or other purchase rights in effect which affect the Property.

13.12. If, after the Effective Date, any event occurs or condition arises that renders any of the Seller's representations and warranties in this Section 13 untrue or misleading in any material respect, and Seller has actual knowledge of the same, Seller shall promptly notify Purchaser in writing of such event or condition.

13.13. Notwithstanding anything to the contrary, the parties shall have access to the property as stated herein, therefore the property is sold "as-is" without further representation or warranty except as expressly set forth herein.

14. **Representations and Warranties of Purchaser.**

14.1. Purchaser represents and warrants to Seller that all documents will be validly executed and delivered and will be binding upon Purchaser.

14.2. Purchaser's performance of this transaction shall not conflict with or constitute a default under the terms and conditions of the organizational documents pursuant to which Purchaser or any of Purchaser's affiliates are bound, or any order or regulation of any governmental body having jurisdiction over the Purchaser or any Affiliate thereof.

14.3. Purchaser is not aware of any circumstance which would cause HUD to fail to provide the HUD/MSHDA Approval.

15. **Seller Covenants.** Seller hereby covenants as follows:

15.1. Until the Closing Date, Seller shall maintain the Property in substantially the same condition and quality as such was in at the time of the physical inspection of the Property by Purchaser, except for normal wear and tear, and casualty damage and shall continue to operate the Improvements and the Property in the ordinary course of business, such operation to include the continuation of maintenance and repair programs.

15.2. All accounts, bills and obligations of the Property shall be paid current up to the Closing Date, and there will be no delinquent amounts owing as of the Closing Date, other than delinquent rents which Seller shall receive credit for if paid to Purchaser

15.3. As of the Closing Date, there will be no management, service, supply, security, maintenance, employment or other contracts or arrangements ("**Contracts**") with respect to the Property other than the Permitted Exceptions or as otherwise consented to by Purchaser.

15.4. Subsequent to the Effective Date, Seller shall not enter into any agreements (or extend any current agreements) with respect to the Property (other than tenant leases in the ordinary course of Property operations) that will extend beyond the Closing Date, without Purchaser's prior written approval, which may be withheld in Purchaser's sole discretion.

15.5. Seller shall cause all apartment units on the Property which become vacant after the Effective Date but more than ten (10) days prior to Closing to be in a "rent ready" condition on the Closing Date, and to the extent that any such units are not in rent ready condition on the Closing Date, Purchaser shall receive a credit at Closing equal to \$2,500.00 for each such unit ("Rent Ready Credit"). At least two Business Days, but no more than five Business Days prior to Closing, Purchaser (or its designated representatives) and Seller, shall jointly inspect the Property and determine the number of non "rent ready" units. For purposes of this Section, the term "rent ready" shall mean that all such vacant apartments shall be suitable for immediate occupancy by tenants, consistent with Seller's current standards for units available for rent in the market, including, without limitation, new interior paint or paint touch ups (as appropriate), floors fully covered with a combination of tile or linoleum and carpeting, all of which shall be in average or better condition, cleaning to a resident-ready condition, and repairing or replacing any and all systems and appliances to bring them into good working order. Notwithstanding the above, if a unit has suffered a casualty loss, it will not be subject to a Rent Ready Credit, but rather shall be subject to the casualty provision set forth in Section 25 of this Agreement.

15.6. Seller or Seller's agents will not make any material, physical modifications to the Land, the Improvements, or Personal Property without Purchaser's express, prior, written consent, unless such action is required by law, or due to an emergency (as reasonably determined by Seller). The term material for this Section 15.6 shall mean at a cost exceeding Ten Thousand and 00/100 Dollars (\$10,000.00).

15.7. Seller shall promptly (and in any event prior to the Closing Date) notify Purchaser if it becomes aware of any event or circumstance which makes any representation, covenant or warranty of Seller to Purchaser set forth in this Agreement materially untrue or misleading. Upon Purchaser's receipt of written notification from Seller of any fact that would render any of the representations or warranties contained herein, or any of the documents and materials delivered to Purchaser, untrue, incorrect or misleading in any material respect, Purchaser may as its sole and exclusive remedy, at Purchaser's option, to be made within ten (10) Business Days, either proceed to Closing notwithstanding the information in the notice, or terminate the Agreement and receive a refund of its Deposit.

16. **Survival.**

16.1. The representations and warranties set forth in this Agreement shall be correct on the Closing Date and any claim for a breach of such representations shall survive for six months after the Closing Date. Any claim for a breach of representation shall be barred and shall lapse unless a claim is made in writing, with a description of the claim made, on or before six months of the Closing Date.

16.2. All provisions of this Agreement shall be deemed merged into or waived by the instruments of Closing, except for those provisions that specifically state that they survive closing or termination (each a "***Surviving Provision***"). Any claim made in connection with a Surviving Provision shall be barred and shall lapse unless a claim is made in writing, with a description of the claim made, on or before the limited time, if any, specified in such Surviving Provision.

17. **Purchaser's Defaults; Seller's Remedies.** In the event of a breach by Purchaser of its obligations under this Agreement, which breach is not cured within five (5) days after Purchaser's receipt of written notice of default from Seller specifying the breach (provided, however, that no such cure period shall apply for a breach of the obligation to close by the Closing Date), Seller's sole remedy shall be to terminate this Agreement and retain the Deposit, and any earnings thereon, as liquidated damages. PURCHASER AND SELLER AGREE THAT IT WOULD BE EXTREMELY DIFFICULT OR IMPRACTICAL TO QUANTIFY THE ACTUAL DAMAGES TO SELLER IN THE EVENT OF A BREACH BY PURCHASER, THAT THE AMOUNT OF ALL DEPOSITS PAID IS A REASONABLE ESTIMATE OF SUCH ACTUAL DAMAGES, AND THAT SELLER'S SOLE REMEDY IN THE EVENT OF A BREACH BY PURCHASER SHALL BE TO RETAIN ALL DEPOSITS PAID AND ANY EARNINGS THEREON AS LIQUIDATED DAMAGES.

18. **Seller's Defaults; Purchaser's Remedies.** In the event of a breach by Seller of its obligations under this Agreement, which breach is not cured within thirty (30) days after Seller's receipt of written notice of default from Purchaser specifying the breach (provided, however, that no such cure period shall apply for a breach of the obligation to close by the Closing Date), Purchaser may elect only one of the following two remedies: (a) terminate this Agreement and receive a refund of its Deposit and all documentable third party costs up to a maximum amount of \$25,000; or (b) enforce specific performance of this Agreement against Seller.

19. **Closing Costs.** Costs of closing the transaction contemplated hereby shall be allocated between Seller and Purchaser as follows:

19.1. Seller shall pay (i) one-half of any closing escrow fees; (ii) all state, county, and local transfer taxes; (iii) any costs associated with prepayment of mortgage loans currently encumbering the Property, (iv) the cost of the title report and owner's title insurance policy; (v) the cost of any extended title endorsements (vi) any brokerage commissions due for Seller's actions; and (vii) any other closing costs not otherwise provided for, that are customarily paid for by a seller in a transaction involving the sale of commercial real estate in the State of Michigan, County of Calhoun.

19.2. Purchaser shall pay (i) one-half of any closing escrow fees; (ii) any costs associated with Purchaser's financing, assumption of HAP Contract and Regulatory Agreement, and HUD/MSHDA Approval; (iii) the cost of recording the Deed; and (iv) any other closings costs not otherwise provided for, that are customarily paid for by a purchaser in a transaction involving the sale of commercial real estate in the State of Michigan, County of Calhoun.

20. **Proration of Income and Expenses.** At Closing, the following items shall be paid or adjusted or prorated between Seller and Purchaser as specified, as of the Closing Date:

20.1. Ad valorem and similar taxes for the then-current tax year (if any) relating to the Property shall not be prorated. Any installments of special assessments due and payable before closing shall be paid by Seller in full at Closing to the assessing entity.

20.2. At the Closing, Purchaser shall receive a credit against the cash portion of the Purchase Price equal to the amount of all of the following: (i) refundable deposits made by tenants of the Property; (ii) non-refundable deposits made by tenants of the Property that have not been applied to costs incurred; and (iii) any unpaid bills relating to periods prior to the Closing Date. At Closing, Purchaser shall assume Seller's obligations related to the tenant deposits actually credited to Purchaser.

20.3. All rental or other income and all operating expenses for or pertaining to the Property, including but not limited to maintenance, security, management service and similar contractual charges with respect to the Property shall be prorated between Purchaser and Seller as of the Closing Date.

20.4. Water, sewer, fuel, electricity, gas and other utilities and services shall be paid by Seller based upon current readings by the utilities to be obtained by Seller contemporaneously with closing. Seller shall arrange for utility service accounts to be cancelled, and Purchaser shall establish a new account with the utility. Seller shall be entitled to any deposits on account paid by Seller. If a utility will not cancel Seller's account and replace it with a new Purchaser account, Seller shall at Closing transfer the utility account to Purchaser, in which event: (i) Purchaser shall reimburse Seller at Closing for any utility deposit transferred to Purchaser; and (ii) utility charges for such account shall be prorated between Purchaser and Seller as of the Closing Date.

20.5. If Seller received any ongoing fee, incentive, or royalty payments for entering into any contract with respect to the Property that will remain in effect after Closing (such as laundry contracts, cable TV contracts, satellite TV contracts, etc...), then such payments shall be prorated to the Closing Date as part of income and expense proration, and assigned to the Purchaser at Closing.

21. **Post-Closing Adjustments.** Seller and Purchaser agree that, to the extent items are prorated or adjusted at Closing on the basis of estimates, or are not prorated or adjusted at Closing pending actual receipt of funds or compilation of information upon which such prorations or adjustments are to be based, each of them will pay to the other such amounts as may be necessary such that Seller will receive the benefit of all income received for the period prior to the Closing Date and will pay all expenses of the Property attributable to the period prior to the Closing Date and Purchaser will receive all income received for the period from and after the Closing Date and will pay all expenses of the Property attributable to the period from and after the Closing Date. The provisions of this Section 21 shall survive the Closing for ninety (90) days; any claim under this Section 21 shall be barred and shall lapse unless a claim is made in writing, with a description of the claim made, on or before ninety (90) days after Closing.

22. **Delinquent Rents.** With respect to any monies collected by Purchaser from tenants or other persons owing delinquent rents or other amounts as of the Closing Date, such money shall become the property of the Purchaser or tenants as their interests may appear and the Seller shall have no claim to such amounts after Closing. After Closing, Seller shall adhere to HUD regulations as to the collection of delinquent rents.

23. **As-Is Purchase.** With the exception of Section 13 hereto, Purchaser shall rely solely upon its own evaluation and investigation of the condition and all aspects of the Property. Purchaser acknowledges that this Agreement grants to Purchaser every opportunity which Purchaser may need to fully evaluate the condition and all aspects of the Property. Purchaser has asked for, and is entitled to obtain pursuant to this Agreement, disclosure of information and documents regarding the Property which are in Seller's possession or control. However, except to the extent of the Seller's representations in this Agreement, Purchaser acknowledges that it is not relying upon any statements of Seller as to the condition of the Property or its suitability for Purchaser's intended use. At Closing, Purchaser shall be deemed to accept the Property "as is" in all respects.

24. **Brokerage Commissions.** Seller and Purchaser each represent that it has not engaged a broker or finder in connection with the transaction contemplated by this Agreement, other than Marcus & Millichap Affordable Housing Advisors, whose commission will be paid by Seller. Each party agrees to indemnify and hold the other harmless from any commission or claim therefore hereafter made against the other on account of any broker or finder which the indemnifying party has engaged or dealt with in connection with the transaction contemplated by this agreement.

25. **Casualty or Condemnation Prior to Closing.**

25.1. If at any time prior to the Closing Date, any portion of the Property is destroyed or damaged as a result of fire or any other casualty whatsoever, Seller shall give written notice thereof to Purchaser as soon as possible and in any event within five (5) Business Days after Seller learns of such destruction or damage. Within thirty (30) days thereafter, Seller shall provide Purchaser with an estimate of the cost of restoring the Property to the condition it was in immediately before such damage or destruction from an independent consultant acceptable to Purchaser and Seller. The Closing Date hereunder shall be postponed, as required, in order for Seller to have the stipulated time to provide such notice and obtain and provide such estimate to Purchaser. If the cost of restoring and repairing the portion of the Property so damaged to substantially its present condition is not more than One Hundred Thousand Dollars (\$100,000.00), as reasonably estimated by such independent consultant, then Purchaser shall have no right to terminate this Agreement and shall purchase the Property in its damaged condition and be fully

responsible for repair thereto, and at the Closing, Seller shall assign to Purchaser all rights of Seller in and to the property insurance (including rent loss coverage for periods of time post-closing) currently maintained by Seller, and Purchaser shall receive a credit against the Purchase Price in the amount of any deductible under such property insurance policy, but without any other claim or offset resulting from such destruction or damage. Notwithstanding the foregoing, this Section shall not apply to any destruction or damage that is restored by Seller to its present condition on or before the Closing Date.

25.2. If the cost of restoring and repairing the portion of the Property so damaged to substantially its present condition is more than One Hundred Thousand Dollars (\$100,000.00) as reasonably estimated by such independent consultant acceptable to Purchaser and Seller, then Purchaser shall have the option, to be exercised within ten (10) Business Days from the date of Purchaser's receipt of such estimate, to terminate this Agreement, in which case the Deposit shall be returned to Purchaser and neither party hereto shall have any further duties, obligations or liabilities to the other, except as specifically provided herein. The Closing Date hereunder shall be postponed, as required, in order for Seller to have the stipulated time to provide such notice and obtain and provide such estimate to Purchaser, and for Purchaser to have the stipulated time to exercise its option to terminate. If Purchaser does not elect to terminate this Agreement as provided in this Section 25.2, then this Agreement shall remain in full force and effect, and Purchaser shall purchase the Property in its damaged condition and be fully responsible for repair thereto, and at the Closing, Seller shall assign to Purchaser all rights of Seller in and to the property insurance (including rent loss coverage for periods of time post-closing) currently maintained by Seller, and Purchaser shall receive a credit against the Purchase Price in the amount of any deductible under such property insurance policy, but without any other claim or offset resulting from such destruction or damage. Seller shall not negotiate for or agree to an award or settlement without the approval of Purchaser. Notwithstanding the foregoing, this Section 25.2 shall not apply to any destruction or damage that is restored by Seller to its present condition on or before the Closing Date.

25.3. If at any time prior to the Closing Date, any proceedings are commenced for the taking of all or any substantial portion of the Property, for public or quasi-public use pursuant to the power of eminent domain, Seller shall furnish Purchaser with written notice of any proposed condemnation within five (5) days after Seller's receipt of such notification, but in no event later than the Closing. In such event, Purchaser shall have the option to terminate this Agreement within fifteen (15) days after Purchaser's receipt of the notice from Seller, by sending written notice to Seller and Escrow Agent. Should Purchaser terminate this Agreement, the Deposit shall immediately be returned to Purchaser, and thereafter neither Purchaser nor Seller shall have any further rights or obligations hereunder except as otherwise expressly provided herein. If Purchaser does not elect to terminate the Agreement within the required time, then (i) the Closing shall progress as herein provided without reduction of the Purchase Price; (ii) Purchaser shall have the right to participate in the negotiation of any condemnation awards or other compensation for taking, and (iii) Seller shall assign to Purchaser any and all awards and other compensation for such taking to which it would be otherwise entitled as owner of the Property and Seller shall convey the portion of the Property, if any, which remains after the taking.

25.4. If, prior to the Closing Date, any immaterial portion of the Property is taken by eminent domain, then both Seller and Purchaser shall proceed with the closing "as is", without abatement of the Purchase Price. If the condemnation award is collected prior to the Closing date, it shall be paid to Purchaser at Closing, and if not then collected, shall be assigned to Purchaser at closing, by written instrument in form and substance reasonably satisfactory to Purchaser.

With a copy to:

Revore Law
David Revore
121 ½ West Michigan Avenue
Marshall, MI 49068
Phone: 517-993-6686
Email: drevore@revorelaw.com

26.3. In any legal proceeding arising in connection with this Agreement (including without limitation any arbitration and appellate proceedings as well as any bankruptcy, reorganization, liquidation, receivership or similar proceeding), each party shall be responsible for its own individual attorney fees, costs and expenses.

26.4. Purchaser shall have the right to assign this Agreement upon written notice to Seller at least five days prior to the Closing Date to an Affiliate; provided, however that any such assignment shall not release the Purchaser from any obligation or liability under this Agreement arising before or after Closing, including without limitation from the Surviving Provisions.

26.5. Except in the case of a material breach of this Agreement by Purchaser that continues beyond any applicable cure periods, Seller agrees that it shall not, either acting on behalf of itself or through a broker or other third-party intermediary, offer for sale, market, negotiate with any third party, or otherwise seek an alternative purchaser for the Property after the Effective Date and until this Agreement is properly terminated under the terms herein, and that Purchaser shall have the sole and exclusive right to purchase the Property until this Agreement is properly terminated.

26.6. Seller and Purchaser agree to execute and deliver any instrument, affidavit and statement, and to perform any acts reasonably necessary to carry out the provisions of the Foreign Investment in Real Property Tax Act (FIRPTA), IRC Section 1445 and regulations promulgated thereunder.

26.7. This Agreement has been submitted to the scrutiny of all parties hereto and their counsel, if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having been drafted by any party hereto or its counsel.

26.8. The parties acknowledge that time is of the essence for each time and date specifically set forth in this Agreement. In computing any period of time pursuant to this Agreement, if the day of the act, event or default from which the designated period of time ends is a Saturday, Sunday or a legal holiday, the period shall end on the next day which is not a Saturday, Sunday or a legal holiday.

26.9. EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF

ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE PURCHASER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION OR CONTROL, IF ANY, AND NOTIFY THE PURCHASER OF ANY KNOWN LEAD-BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

26.10. Possession of the Property shall be delivered to Purchaser on the Closing Date, subject to the rights of the tenants under the Tenant Leases.

27. **Escrow Agent.**

27.1. When this Agreement or counterparts hereof shall have been executed by Seller and Purchaser, and delivered to Escrow Holder, it shall constitute Escrow Holder's escrow instructions. Any standard form escrow instructions submitted by Escrow Holder or any other clarification or addition to the instructions contained herein shall, when executed by Purchaser and Seller, constitute additional escrow instructions. In the event of any conflict between such additional instructions and this Agreement, the terms of this Agreement shall prevail.

27.2. It is agreed that the duties of Escrow Agent are only such as are herein specifically provided, being purely ministerial in nature, and that Escrow Agent shall incur no liability whatever except for willful misconduct or negligence so long as Escrow Agent has acted in good faith. Seller and Purchaser release Escrow Agent from any act done or omitted to be done by Escrow Agent in good faith in the performance of Escrow Agent's duties hereunder. If for any reason Closing does not occur and either party gives written notice to Escrow Agent demanding payment of the Deposit, Escrow Agent shall give prompt written notice to the other party of such demand. If Escrow Agent does not receive written notice of objection from such other party to the proposed payment within ten (10) days after the giving of such written notice, Escrow Agent is hereby authorized and directed to make such payment. If Escrow Agent does receive written notice of objection within such 10 day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold such amount until otherwise directed by written notice from all parties to this contract or a final, nonappealable judgment, order or decree of a court.

27.3. Notwithstanding Section 27.2, Seller and Purchaser specifically instruct Escrow Agent that: (a) if Escrow Agent receives written notice from Purchaser, on or before the expiration of the Examination Period, that Purchaser elects to terminate this Agreement as provided in Section 6.1; or (b) if Purchaser does not deliver to Seller Purchaser's Approval Notice and therefore this Agreement is terminated as provided in Section 6.1, then Escrow Agent is to immediately refund the Deposit to Purchaser without the need for any additional instructions from Seller, and Escrow Agent hereby agrees to do so.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

*[SIGNATURE PAGE TO
PURCHASE AND SALE AGREEMENT FOR MARSHALL HOUSE APARTMENTS]*

SELLER

By: _____

Name/Title: _____

Date: _____

PURCHASER

Integra Property Group, LLC,

By: _____

Name: Hans Juhle, Managing Member

Date: _____

ESCROW AGENT

First American Title Insurance Company

By: _____

Name: Beth Peterson

Date: _____

Purchaser acknowledges that it received a copy of a fully executed Agreement on _____, 2021 (the "**Effective Date**").

EXHIBIT A

Legal Description of Land

EXHIBIT B

"Land" means the tract(s) or parcel(s) of real property lying and being situated in Calhoun County, Michigan, as more particularly described on **Exhibit A**, together with any and all rights, easements, and appurtenances pertaining thereto, including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way.

"Personal Property" means Seller's interest in all of the furniture, fixtures, fittings, apparatus, equipment, machinery, trade names, and other items of tangible and intangible personal property and replacements thereof, if any, affixed or attached to or used in connection with the operation, maintenance, or management of the Improvements, including but not limited to, all permits, warranties, licenses, sweepers, cleaning supplies, tools, office furniture and equipment, stationery, office supplies, and janitorial supplies. (See attached inventory, **Exhibit B-1**.)

"Intangible Property" means all right, title and interest of Assignor in and to all intangible property owned or held for use in connection with the Property or any business or businesses conducted thereon or with the use thereof, to the extent assignable, including but not limited to, air rights, water rights, permits, development rights, approvals, building and trade names (including but not limited to the name "Marshall House Apartments"), licenses, warranties, telephone numbers assigned to telephones in the Improvements (other than telephones of tenants), domain names and websites exclusively dedicated to the Improvements, and plans and specifications.

"Improvements" means the apartment building constructed upon the Land, known as Marshall House Apartments, together with seller's interest in all machinery, air conditioners, fixtures, and equipment used in the general operation of such buildings and improvements, and/or affixed to or located upon the Land on the Effective Date, along with all accessions and additions thereto, and together with the lessor's or landlord's interest in any tenant leases or occupancy agreements covering all or any portion of such buildings and improvements.

"Accounts" means funds held in any residual receipts or replacement reserve accounts or other accounts mandated by HUD or MSHDA, regardless of whether said accounts are physically controlled by Seller or its mortgage servicer.

EXHIBIT C

Documents and Information to be Provided by Seller (to the extent reasonably available)

1. A current monthly rent roll for the Property which includes the number of residents in each household and their combined income, and the standard form tenant lease in use at the Property.
2. Copies of any real estate or personal property *ad valorem* tax statements for the past two full calendar years, and the current year, including any applicable information on exemptions, abatements, credits, and assessments.
3. All vendor contracts and agreements affecting the Property.
4. All certificates of occupancy and other permits and licenses for the Improvements or any part thereof.
5. Copies of all existing insurance policies and a five-year loss history of all insurance claims made in connection with the Property.
6. All work order requests received by Seller from tenants during the current year to date (or a statement that none have been received).
7. Itemized list of all fixtures and tangible personal property, and an itemization of all leased property.
8. List of employees & job titles, length of time at the Property, current pay rate and basis, amount and time of last pay increase, breakout of all payroll benefits and taxes, rental subsidies, bonus and commission programs.
9. All surveys, and any architectural, mechanical, electrical, plumbing, drainage, construction, and similar plans, specifications and blueprints possessed by Seller relating to the Improvements.
10. Copies of any appraisals, market studies, physical needs assessments, property condition reports, pest/termite reports or inspections, or other third party reports.
11. Any private or governmental inspection reports relating to the Property for the past three years. Any environmental reports and any correspondence from any party or governmental entity relating in any respect to the environmental condition of the Property.
12. Utility bills for the past three months (listing each meter for each of the separate utilities).
13. Audited financial statements for the Property for the past three full calendar years; operating statements for the past three calendar years and for year-to-date; copies of each of the last twelve (12) monthly operating statements; copies of general ledgers for the same period; and a 2021 budget.
14. Monthly Operating Reports for the past twenty-four (24) months which will reflect all accounts payable, bills, and other obligations related to the Property.
15. All warranties and guaranties benefitting the Property, including those covering any of the fixtures and tangible personal property.

16. A schedule or statement of any active personal injury, property damage or other active claims (including casualty claims) of any kind known or anticipated by Seller involving the Property or any present or former tenant or guest or invitee of a tenant.
17. Copies of all police or fire incident reports for the past three years.
18. The results or reports of any fire inspection in the last two full calendar years and year to date.
19. Copies of all records showing the capital improvements made to the Property in the last two full calendar years, and year to date, specifically by unit, type of improvement and amount. Copies of all requests for draws under any replacement reserve or other source and copies of approved draw requests for the same period.
20. Copies of any bids for uncompleted renovation work in excess of \$25,000.
21. Copies of any prior title policies issued with respect to the Property.
22. Complete copies of the original and current Housing Assistance Payments Contracts (the "**HAP Contract**"), any amendments thereto and extensions thereof and any rent or utility adjustments dictated by HUD; latest rent schedule, most recent rent increase package including market study, all REAC or MOR reports/scores in seller's possessions, and any recent correspondence with HUD.
23. Copies of any Land Use Restriction Agreements or Regulatory Agreement encumbering the use or occupancy of the premises, and any other agreement with HUD or other governmental agency related to the Property.

EXHIBIT D

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

(Marshall House Apartments)

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, _____ ("**Assignor**") and Integra Property Group, LLC ("**Assignee**") hereby agree as follows:

1. This Bill of Sale, Assignment and Assumption Agreement is given pursuant to that certain Purchase and Sale Agreement ("**PSA**") dated as of _____, 20____, between Assignor and Assignee (or its predecessor), as amended, providing for, among other things, the conveyance of the Personal Property, the Tenant Leases, the Contracts, and the Intangible Property described herein.

2. Assignor hereby sells, transfers, assigns and conveys to Assignee:

2.1 All right, title and interest of Assignor in and to all furniture, fixtures, fittings, apparatus, equipment, machinery, and other items of tangible personal property and replacements thereof, if any, affixed or attached to or used in connection with the operation, maintenance, or management of the Improvements, including but not limited to appliances, sweepers, cleaning supplies, tools, office furniture and equipment, stationery, office supplies, and janitorial supplies ("**Personal Property**") located on, and used in connection with the management, maintenance, ownership or operation of that certain land and improvements ("**Land**") legally described on Exhibit A, but excluding tangible personal property owned by the tenants of the Land under the Tenant Leases (as defined below).

2.2 All right, title and interest of Assignor as lessor in and to any leases ("**Tenant Leases**") relating to the leasing of space or units at the Property and all of the rights, interests, benefits and privileges of the lessor thereunder, and all prepaid rents and security and other deposits held by Assignor under the Tenant Leases, but subject to all terms, conditions, reservations and limitations set forth in the Tenant Leases and the PSA.

2.3 To the extent assignable, all right, title and interest of Assignor in and to all intangible property ("**Intangible Property**") owned or held for use in connection with the Land and/or the Personal Property or any business or businesses conducted thereon or with the use thereof, to the extent assignable, including but not limited to, air rights, water rights, permits, development rights, approvals, building and trade names (including but not limited to the name "Marshall House Apartments"), licenses, warranties, telephone numbers assigned to telephones in the Improvements (other than telephones of tenants), domain names and websites exclusively dedicated to the Improvements, and plans and specifications.

3. As of the Conveyance Date, Assignee hereby assumes all of Assignor's obligations under the Tenant Leases and the Contracts first arising and accruing on and after the Conveyance Date and agrees to defend, indemnify Assignor against and hold Assignor harmless from any and all Claims originating on or subsequent to the Conveyance Date and arising out of the lessor's obligations under the Tenant Leases, and/or Assignor's obligations under the Contracts first arising and accruing on and after the Conveyance Date.

4. Assignor hereby represents and warrants that the property conveyed hereunder is free and clear of all liens, leases and encumbrances (except those expressly approved by Purchaser pursuant to the PSA). Except as provided in the immediately preceding sentence and except for the representations and warranties set forth in the PSA with respect to the property conveyed hereunder (which are hereby incorporated herein by this reference as if herein set out in full and shall inure to the benefit of and shall be binding upon Assignee and Assignor and their respective successors and assigns), the property conveyed hereunder is so conveyed in an "as is" condition.

5. This Bill of Sale, Assignment and Assumption is made subject to the title exceptions approved or deemed approved by Assignee pursuant to the PSA.

6. In the event any action be instituted by a party to enforce this Agreement, each party shall be responsible for its individual attorney fees, costs and expenses.

7. This Bill of Sale, Assignment and Assumption Agreement may be executed in one or more identical counterparts, each of which such counterpart shall be deemed an original for all purposes and all such counterparts collectively consisting of one such Bill of Sale, Assignment and Assumption.

8. As of the date above written, Assignee hereby accepts the foregoing Bill of Sale, Assignment and Assumption Agreement and hereby agrees to assume and discharge, in accordance with the terms thereof, all of the burdens and obligations of Assignor relating to the Tenant Leases, Intangible Property, and Contracts first arising and accruing on and after the Conveyance Date.

[Signatures on following page]

Dated effective as of _____, 20____ (the "**Conveyance Date**").

ASSIGNEE:

ASSIGNOR:

By: _____
Name: _____
Title: _____

By: _____

By: _____

**EXHIBIT A TO
BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

Description of Land



ADMINISTRATIVE REPORT
August 4, 2021 – CITY COUNCIL MEETING

TO: Honorable Mayor Caron and City Council

FROM: Tom Tarkiewicz, City Manager
Scott E. McDonald, Director of Public Safety

SUBJECT: Resolution to establish (and modify) fines for various Municipal Civil Infractions.

BACKGROUND: The City of Marshall established the Municipal Civil Infraction Bureau in 1998. It was established to decriminalize many lesser offenses, and to allow for the City to directly collect fines for violations, without sending the violations to Court. During a review of City Ordinances and functions (Municipal Civil Infractions Bureau), along with the addition of many new (and revised) ordinances over time, a new fine schedule covering the new, and outdated fines is being proposed.

NOTE: To offer some insight on fine structure and restrictions, and to address repeat offenses, the following language from Code 10.99 is provided:

(C) The sanction for a violation which is a municipal civil infraction shall be a civil fine in the amount as provided by this Code or any ordinance, plus any costs, damages, expenses and other sanctions, as authorized under Chapter 87 of Act No. 736 of the Public Acts of 1961, as amended and other applicable laws.

(1) Unless otherwise specifically provided for a particular municipal civil infraction violation by this Code or any ordinance, the civil fine for a violation shall be not less than \$50 nor more than \$500, plus costs and other sanctions, for each infraction. Costs shall include all expenses, direct and indirect, to which the city has been put in connection with the municipal civil infraction. In no case, however, shall costs of less than \$10 nor more than \$500 be ordered.

(2) Increased civil fines may be imposed for repeated violations by a person of any requirement or provision of this Code or any ordinance. As used in this section, REPEAT OFFENSE means a second (or any subsequent) municipal civil infraction violation of the same requirement or provision (i) committed by a person within any three-year period (unless some other period is specifically provided by this Code or any ordinance) and (ii) for which the person admits responsibility or is determined to be responsible. Unless otherwise specifically provided by this Code or any ordinance for a particular municipal civil infraction violation the increased fine for a repeat offense shall be as follows:

323 W. Michigan Ave.
Marshall, MI 49068
p 269.781.5183
f 269.781.3835
cityofmarshall.com

(a) *The fine for any offense which is a first repeat offense shall be no less than \$150 and no more than \$500, plus costs.*

(b) *The fine for any offense which is a second repeat offense or any subsequent repeat offense shall be no less than \$500, plus costs.*

(c) *Repeat offenses are determined on the basis of the date of the commission of the offenses.*

Areas covered in this resolution include:

Chapter 50- Garbage and Rubbish

Chapter 70- Vehicle and Traffic Code

Section 70.13- Bicycles, electric bicycles
Section 70.14- Skateboards, in-line skates, roller skates or other similar wheeled devices
Section 70.15- Electric Skateboards and Electric Assistive Mobility Devices
Section 70.16- Commercial Quadricycles and Pedal-Cabs
Section 70.17- Animal-Drawn Vehicles

Chapter 90- Streets, Sidewalks and Other Public Places

Chapter 91- Parks and Recreation

Section 91.02- Park Hours

Chapter 92- Health and Sanitation; Nuisances

Chapter 95- Fire Prevention and Protection

Section 95.03- Prohibited Burning

Chapter 97- Animals

Chapter 112- Peddlers and Solicitors

Chapter 134- Offenses against Public Peace and Safety

Section 134.30- Fireworks
Section 136.03(G)- Vapor/alternative nicotine products

RECOMMENDATION: It is recommended that the City Council consider the establishment of the proposed fines.

FISCAL EFFECTS: There will be some insignificant funds generated from these fines.

ALTERNATIVES: As suggested by City Council.

Respectfully Submitted,



Tom Tarkiewicz
City Manager



Scott McDonald
Director of Public Safety

**CITY OF MARSHALL, MICHIGAN
RESOLUTION #2021-____**

**RESOLUTION AUTHORIZING SCHEDULE OF CIVIL FINES, PAYABLE TO THE
MARSHALL MUNICIPAL ORDINANCE VIOLATION BUREAU FOR ADMISSIONS OF
RESPONSIBILITY BY PERSONS SERVED WITH MUNICIPAL CIVIL INFRACTION
VIOLATION NOTICES**

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 ____ day of _____, 2021 at 7 p.m.

PRESENT:

ABSENT:

MOTION BY:

SUPPORTED BY:

WHEREAS, Section 10.99(H) of Marshall City Code identifies certain code violations as Municipal Civil Infractions; and

WHEREAS, Chapter 35 of the Marshall City Code authorizes City Council to establish, by resolution, the schedule of fines applicable to Municipal Civil Infractions processed through the Municipal Ordinance Violations Bureau;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marshall establishes the following schedule of fines for the municipal civil infractions set forth herein:

<u>Section</u>	<u>Violation</u>	<u>Fine Amount</u>
Chapter 50	Garbage and Rubbish	
50.02	Garbage – Improper storage, placement	\$50
50.02	Garbage – Improper burning	\$100
50.03	Industrial waste – Improper storage/accumulation, Placement	\$500
50.04	Garbage – Improper placement on public property, misuse of city or private containers	\$50
50.06	Garbage – Improper storage of containers	\$50

50.08	Garbage – Improper placement in river, stream, and other waters	\$500
50.12	Garbage – brush leaves – improper accumulation, placement, disposal	\$50
Chapter 70	Vehicle and Traffic Code	
70.009	Dismantled, unlicensed or inoperable motor vehicles – improper storage	\$100
70.011	Motor vehicle – Parking in front yard	\$50
Section 70.13	Bicycles, electric bicycles	
70.13(B)	Bicycles, electric bicycles – prohibited devices	\$50
70.13(C)2)	Bicycles, electric bicycles – operation, hands off handlebars	\$50
70.13(C)3)	Bicycles, electric bicycles – operation, careless	\$50
70.13(C)4)	Bicycles, electric bicycles – operation, too fast for conditions	\$50
70.13(D)1)	Bicycles, electric bicycles – prohibited areas - posted	\$50
70.13(D)2)	Bicycles, electric bicycles – prohibited areas – downtown sidewalks	\$50
70.13(D)3)	Bicycles, electric bicycles – prohibited areas -parks	\$50
70.13(D)4)	Bicycles, electric bicycles – prohibited areas – Under age 12 – designated roads	\$50
70.13(D)5)	Bicycles, electric bicycles – prohibited areas – Under age 12 – cemetery – no supervision	\$50
70.13(D)6)	Bicycles, electric bicycles – prohibited areas – operating on road where bike path is provided	\$50
Section 70.14	Skateboards, in-line skates, roller skates or other similar wheeled devices	
70.14(B)2)	Skateboards, et al – operation, riding more than one person	\$50
70.14(B)3)	Skateboards, et al – operation, attaching to vehicle or other wheeled device	\$50
70.14(B)4)	Skateboards, et al – operation, careless	\$50
70.14(B)5)	Skateboards, et al -operation, too fast for conditions	\$50
70.14(B)6)	Skateboards, et al – operation, prohibited ½ hour before sunset and ½ after sunrise	\$50
70.14(C)1)	Skateboards, et al - prohibited areas – posted	\$50
70.14(C)2)	Skateboards, et al – prohibited areas – operating on road where sidewalk is present	\$50

70.14(C)2)	Skateboard, et al -prohibited areas – sidewalk not present – failure to operate left side of road	\$50
70.14(C)3)	Skateboards, et al – prohibited areas – operating on Road or sidewalk where bike path is provided	\$50
70.14(C)4)	skateboards, et al – prohibited areas – downtown sidewalks	\$50
70.14(C)5)	Skateboards, et al – prohibited areas- parks	\$50
70.14(C)6)	Skateboards, et al – prohibited areas – designated Roads	\$50
70.14(C)7)	Skateboards, et al -prohibited areas – city owned Parking lots	\$50

Section 70.15 Electric Skateboards and Electric Assistive Mobility Devices

70.15(B)	Electric skateboards failure to meet standards of 70.15(A)1)	\$50
70.15(B)	Electric assistive mobility devices Failure to meet standards of 70.15(A)2)	\$50
70.15(C)2)	Electric skateboards, electric assistive mobility devices – careless operation	\$50
70.15(C)3)	Electric skateboards, electric assistive mobility devices – operating too fast for conditions	\$50
70.15(D)1)	Electric skateboards, electric assistive mobility devices - operating in posted prohibited areas	\$50
70.15(D)2)	Electric skateboards, electric assistive mobility devices – operating on sidewalks	\$50
70.15(D)3)	Electric skateboards, electric assistive mobility devices – operating in parks	\$50
70.15(D)4)	Electric skateboards, electric assistive mobility devices – operating on designated prohibited roads	\$50
70.15(D)5)	Electric skateboards, electric assistive mobility devices – operating on city owned parking lots	\$50

Section 70.16 Commercial Quadricycles and Pedal-Cabs

70.16(B)	Commercial quadricycles, pedal-cab operating without city license	\$500
70.16(C)	Commercial quadricycles, pedal-cab operating without insurance	\$500
70.16(D)1)	Commercial quadricycles, pedal-cab operator under age 18	\$100
70.16(D)2)	Commercial quadricycles, pedal-cab Operating without valid motor vehicle License	\$100
70.16(D)3),4)	Commercial quadricycles, pedal-cab operator ineligible due to specified prior conviction	\$500

70.16(D)5)	Commercial quadricycles, pedal-cab operator ineligible due to prior suspension or revocation	\$100
70.16(E)	Commercial quadricycles failure to meet minimum standards of 70.16(A)3)	\$100
70.16(E)	Commercial pedal-cab failure to meet minimum standards of 70.16(A)4)	\$100
70.16(E)1)	Commercial quadricycles, pedal-cab failure to equip with safety devices required by state or federal law	\$100
70.16(E)2)	Commercial quadricycles, pedal-cab unsafe structure	\$500
70.16(E)3)	Commercial quadricycles, pedal-cab non-compliant headlights or tail lights	\$100
70.16(E)4)	Commercial quadricycles, pedal-cab non-compliant reflectors	\$100
70.16(E)5)	Commercial quadricycles, pedal-cab failure to display SMV triangle	\$100
70.16(E)6)	Commercial quadricycles, pedal-cab non-compliant braking system	\$100
70.16(E)7)	Commercial quadricycles, pedal-cab no refuse container on vehicle	\$50
70.16(E)8)	Commercial quadricycles, pedal-cab non-compliant seating	\$100
70.16(E)9)	Commercial quadricycles, pedal-cab non-compliant vehicle width	\$100
70.16(E)10)	Commercial quadricycles, pedal-cab safety inspection violation	\$100
70.16(F)2)	Commercial quadricycles, pedal-cab careless operation	\$250
70.16(F)3)	Commercial quadricycles, pedal-cab operating too fast for conditions	\$250
70.16(F)4)	Commercial quadricycles, pedal-cab permitting improper boarding, exiting	\$100
70.16(F)5)	Commercial quadricycles, pedal-cab permitting passengers to stand while in operation	\$100
70.16(F)6)	Pedal-cab – operating while passenger in possession open alcohol	\$100
70.16(F)7)	Commercial quadricycles, pedal-cab operating while wearing headphones	\$100
70.16(G)1)	Commercial quadricycles, pedal-cab operating where prohibited by posting	\$100
70.16(G)2)	Commercial quadricycles, pedal-cab operating on roads with speed limit > 30 mph	\$100

70.16(G)3)	Commercial quadricycles, pedal-cab crossing intersection not controlled by lighted traffic control device	\$100
70.16(G)4)	Commercial quadricycles, pedal-cab operating on sidewalks	\$100
70.16(G)5)	Commercial quadricycles, pedal-cab operating in park	\$100
70.16(G)6)	Commercial quadricycles, pedal-cab operating in parking lot	\$100
70.16(I)	Commercial quadricycles, pedal-cab refusing or interfering with inspection	\$500
70.16(J)	Commercial quadricycles, pedal-cab failure to maintain staging area in clean and sanitary condition	\$100
70.16(K)	quadricycles, pedal-cab not for hire operating where prohibited by posting	\$50
70.16(K)	quadricycles, pedal-cab not for hire operating on roads with speed limit > 30 mph	\$50
70.16(K)	quadricycles, pedal-cab not for hire crossing intersection not controlled by lighted traffic control device	\$50
70.16(K)	quadricycles, pedal-cab not for hire operating on sidewalks	\$50
70.16(K)	quadricycles, pedal-cab not for hire operating in park	\$50
70.16(K)	quadricycles, pedal-cab not for hire operating in parking lot	\$50
70.16(K)	quadricycles, pedal-cab not for hire	\$50
70.16(K)1)	quadricycles, pedal-cab not for hire operating without valid motor vehicle license	\$50
70.16(K)2)	quadricycles, pedal-cab not for hire failure to equip with safety devices required by state or federal law	\$50
70.16(K)2)	quadricycles, pedal-cab not for hire unsafe structure	\$100
70.16(K)2)	quadricycles, pedal-cab not for hire non-compliant headlights or tail lights	\$50
70.16(K)2)	quadricycles, pedal-cab not for hire non-compliant reflectors	\$50
70.16(K)2)	quadricycles, pedal-cab not for hire failure to display SMV triangle	\$50
70.16(K)2)	quadricycles, pedal-cab not for hire non-compliant braking system	\$50
70.16(K)2)	quadricycles, pedal-cab not for hire no refuse container on vehicle	\$50

70.16(K)2)	quadricycles, pedal-cab not for hire non-compliant seating	\$50
70.16(K)2)	quadricycles, pedal-cab not for hire non-compliant vehicle width	\$50
70.16(K)3)	quadricycles, pedal-cab not for hire careless operation	\$50
70.16(K)3)	quadricycles, pedal-cab not for hire operating too fast for conditions	\$50
70.16(K)3)	quadricycles, pedal-cab not for hire permitting improper boarding, exiting	\$50
70.16(K)3)	quadricycles, pedal-cab not for hire permitting passengers to stand while in operation	\$50
70.16(K)3)	quadricycles, pedal-cab not for hire operating while passenger in possession open alcohol	\$100

Section 70.17 Animal-Drawn Vehicles

70.17(B)	Animal-drawn vehicles – operating without city license	\$500
70.17(C)	Animal-drawn vehicles –operating without insurance	\$500
70.17(D)1)	Animal-drawn vehicles – operator under age 18	\$100
70.17(D)2)	Animal-drawn vehicles – operator no valid motor vehicle operator’s license	\$100
70.17(D)3),4)	Animal-drawn vehicles – operator ineligible due to specified prior conviction	\$500
70.17(D)5)	Animal-drawn vehicles – operator ineligible due to prior suspension or revocation of privileges	\$100
70.17(E)1)	Animal-drawn vehicles – animal operating without valid health certificate	\$500
70.17(E)3)	Animal-drawn vehicles – animal operating without required ankle cuffs	\$50
70.17(F)1)	Animal-drawn vehicles unsafe structure	\$500
70.17(F)2)	Animal-drawn vehicles failure to equip with safety devices required by state or federal law	\$100
70.17(F)3)	Animal-drawn vehicles Non-compliant headlights or tail lights	\$100
70.17(F)4)	Animal-drawn vehicles non-compliant reflectors	\$100
70.17(F)5)	Animal-drawn vehicles Failure to display SMV triangle	\$100

70.17(F)6)	Animal-drawn vehicles non-compliant seating	\$100
70.17(F)7)	Animal-drawn vehicles no refuse container on vehicle	\$50
70.17(F)8)	Animal-drawn vehicles failure to maintain rubber surface on vehicle wheels	\$100
70.17(F)9)	Animal-drawn vehicles non-compliant vehicle width	\$100
70.17(F)10)	Animal-drawn vehicles safety inspection violation	\$100
70.17(G)2)	Animal-drawn vehicles careless operation	\$250
70.17(G)3)	Animal-drawn vehicles operating too fast for conditions	\$250
70.17(G)4)	Animal-drawn vehicles permitting improper boarding, exiting	\$100
70.17(G)5)	Animal-drawn vehicles permitting passengers to stand while in operation	\$100
70.17(G)6)	Animal-drawn vehicles operating while passenger in possession of open alcohol	\$100
70.17(G)7)	Animal-drawn vehicles operator not in control of animal	\$250
70.17(G)8)	Animal-drawn vehicles operating while wearing headphones	\$100
70.17(H)1)	Animal-drawn vehicles failure to equip animal with manure retention device	\$100
70.17(H)2)	Animal-drawn vehicles failure to remove or treat animal waste deposited on road/public area	\$100
70.17(I)1)	Animal-drawn vehicles operating where prohibited by posting	\$100
70.17(I)2)	Animal-drawn vehicles operating on roads with speed limit > 30 mph	\$100
70.17(I)3)	Animal-drawn vehicles crossing at intersection not controlled by lighted traffic control device	\$100
70.17(I)4)	Animal-drawn vehicles Operating on sidewalk	\$100
70.17(I)5)	Animal-drawn vehicles operating in park	\$100
70.17(I)6)	Animal-drawn vehicles operating in parking lot	\$100

70.17(K)	Animal-drawn vehicles refusing or interfering with inspection	\$500
70.17(L)1)	Animal-drawn vehicles failure to keep food and grain in sealed container	\$100
70.17(L)2)	Animal-drawn vehicles failure to maintain clean water for animals	\$100
70.17(L)3)	Animal-drawn vehicles improper storage of excrement	\$100
70.17(L)4)	Animal-drawn vehicles failure to maintain staging area in clean and sanitary condition	\$100
70.17(M)	Animal-drawn vehicles not for hire operating where prohibited by posting	\$50
70.17(M)	Animal-drawn vehicles not for hire operating on roads with speed limit > 30 mph	\$50
70.17(M)	Animal-drawn vehicles not for hire crossing at intersection not controlled by lighted traffic control device	\$50
70.17(M)	Animal-drawn vehicles not for hire operating on sidewalk	\$50
70.17(M)	Animal-drawn vehicles not for hire operating in park	\$50
70.17(M)	Animal-drawn vehicles not for hire operating in parking lot	\$50
70.17(M)1)	Animal-drawn vehicles not for hire operating without valid operator's license	\$50
70.17(M)3)	Animal-drawn vehicles not for hire unsafe structure	\$100
70.17(M)3)	Animal-drawn vehicles not for hire failure to equip with safety devices required by state or federal law	\$50
70.17(M)3)	Animal-drawn vehicles not for hire non-compliant headlights or taillights	\$50
70.17(M)3)	Animal-drawn vehicles not for hire non-compliant reflectors	\$50
70.17(M)3)	Animal-drawn vehicles not for hire failure to display SMV triangle	\$50
70.17(M)3)	Animal-drawn vehicles not for hire non-compliant seating	\$50
70.17(M)3)	Animal-drawn vehicles not for hire No refuse container on vehicle	\$50
70.17(M)3)	Animal-drawn vehicles not for hire failure to maintain rubber surface on vehicle wheels	\$50
70.17(M)3)	Animal-drawn vehicles not for hire Non-compliant vehicle width	\$50

70.17(M)4)	Animal-drawn vehicles not for hire careless Operation	\$50
70.17(M)4)	Animal-drawn vehicles not for hire operating too fast for conditions	\$50
70.17(M)4)	Animal-drawn vehicles not for hire permitting improper boarding, exiting	\$50
70.17(M)4)	Animal-drawn vehicles not for hire permitting passengers to stand while in operation	\$50
70.17(M)4)	Animal-drawn vehicles not for hire operating while passenger in possession of alcohol	\$100
70.17(M)4)	Animal-drawn vehicles not for hire operator not in control of animal	\$250
70.17(M)5)	Animal-drawn vehicles not for hire failure to equip animal with manure retention device	\$100
70.17(M)5)	Animal-drawn vehicles not for hire failure to remove or treat animal waste deposited on road/public area	\$100

Chapter 90 Streets, Sidewalks and Other Public Places

90.17	Snow and Ice – Failure to remove, First Offense	\$50
90.17	Snow and Ice – Failure to remove, Second Offense	\$150
90.17	Snow and Ice – Failure to removed, Third Offense	\$500
90.17	Rubbish – Failure to Remove from sidewalk, First Offense	\$50
90.17	Rubbish – Failure to remove from sidewalk, Second Offense	\$50
90.17	Rubbish – Failure to remove from sidewalk, Third Offense	\$100
90.15, 90.16	Obstruction – Streets, sidewalks, alleys, other, First Offense	\$50
90.15, 90.16	Obstruction – Streets, sidewalks, alleys, other, Second Offense	\$50
90.15, 90.16	Obstruction – Streets, sidewalks, alleys, other, Third Offense	\$100

Section 91.02 Park hours

91.02	Park hours – Present after hours	\$50
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Chapter 92 Health and Sanitation; Nuisances

92.01	Free Standing Solid Fuel Burning Appliance – Prohibited	\$100
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92.01	Free Standing Solid Fuel Burning Appliance - No permit	\$100
92.04	Nuisance – Garbage, harborage, litter	\$100
92.04	Nuisance – Prohibitive vegetation	\$100
92.04	Nuisance – Other	\$100
92.09	Litter – Vacated property – Failure to remove	\$100
92.10	Building materials – Improper storage, placement	\$100

Section 95.03 Prohibited burning

95.03(B)	Prohibited burning, first offense	\$100
95.03(B)	Prohibited burning, second offense	\$300
95.03(B)	Prohibited burning, third or subsequent offense	\$500
95.03(C)	Prohibited burning, knowingly permit, first offense	\$100
95.03(C)	Prohibited burning, knowingly permit, second offense	\$300
95.03(C)	Prohibited burning, knowingly permit, third and subsequent offense	\$500
95.03(D)	Prohibited use of cooking or heat generating devices, first offense	\$100
95.03(D)	Prohibited use of cooking or heat generating devices, Second offense	\$300
95.03(D)	Prohibited use of cooking or heat generating devices, Third and subsequent offense	\$500

Section 97.21 Barking dogs prohibited

97.21	Dogs – Barking, yelping, howling	\$50
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Section 112.03 Peddlers and solicitors

112.03	Peddlers and Solicitors – Operating without license	\$200
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Section 134.30 Fireworks

134.30(B)	Ignition, use, discharge of homemade fireworks	\$1,000 ¹
134.30(C)	Ignition, use, discharge of fireworks, prohibited days	\$1,000 ²
134.30(D)	Ignition, use, discharge of fireworks, prohibited locations	\$1,000
134.30(E)	Ignition, use, discharge of fireworks, under the influence	\$1,000
134.30(F)	Ignition, use, discharge of fireworks, smoking materials	\$500
134.30(G)	Ignition, use, discharge of fireworks, minor	\$500
134.30(H)	Discharge, set off, use of sky lanterns	\$500
134.30(I)	Ignition, use, discharge of fireworks, livestock	\$500

¹ \$500 of \$1,000 fine to be remitted to the Marshall Police Department

² \$500 of \$1,000 fine to be remitted to the Marshall Police Department

Section 136.03(G) Vapor/alternative nicotine products

136.03(G) Vapor/Alternative nicotine products – Retail \$500
Improper storage

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 ___ day of ___, 2021, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this ___ day of ___, 2021.

Trisha Nelson, City of Marshall City Clerk



ADMINISTRATIVE REPORT
August 4, 2021 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

FROM: Tom Tarkiewicz, City Manager
Tracy Hall, HR Manager

SUBJECT: Annual Compensation of Transit Operations Manager

BACKGROUND: The charter of the City of Marshall, Section 2.27, Annual Compensation states "The city council shall set the salaries of all administrative officials, department heads and salaried personnel by June 30 of every year, except as provided by State law. Such salaries shall be included in the annual budget..."

Since the adoption of the 2021-22 annual salaries, it has been determined that there is a need to move the Transit Operations Manager from part-time to full-time status.

The part-time Manager had a budgeted wage of \$30,600. We are asking City Council to set the annual salary for the full-time Manager at \$45,760. There will also be an increase to the budget of approximately \$6,500 to cover the benefits of a full-time position.

RECOMMENDATION: Approve the annual salary for the Transit Operations Manager position at \$45,760.

FISCAL EFFECTS: By approval of this item, the DART fund expenditure budget will increase by \$21,660 partially funded by a use of fund balance and federal/state reimbursement.

ALTERNATIVES: As suggested by City Council.

CITY GOAL CLASSIFICATION: Not Applicable

Respectfully submitted,

A handwritten signature in blue ink that reads "Tom Tarkiewicz".

Tom Tarkiewicz
City Manager

A handwritten signature in blue ink that reads "Tracy L. Hall".

Tracy L. Hall
HR Manager

323 W. Michigan Ave.

Marshall, MI 49068

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ADMINISTRATIVE REPORT
August 4, 2021 – COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council
FROM: Tom Tarkiewicz, City Manager
Eric Zuzga, Director of Special Projects
SUBJECT: American Rescue Plan Act Funds- Premium Pay

BACKGROUND: The American Rescue Plan Act (ARPA) is expected to provide approximately \$670,000 to the City of Marshall over the next two years. ARPA allows these funds to be spent on very specific items, one of which is premium pay for essential workers. On June 21, 2021, Council approved the use of \$107,000 in ARPA funds for full-time employees with part-time employees not included.

The city has approximately 17 part-time employees (not including seasonal positions) that work throughout the year. These employees provided extremely valuable service to the city during the pandemic. We believe that they should be included in the premium pay per the following table:

Group	Employees	ARPA Funds
Part-time Employees	17	\$500 each
Total		\$8,500

RECOMMENDATION: It is recommended council approve the use of American Rescue Plan Act funds in the amount of \$8,500 to provide premium pay to our permanent part-time employees.

FISCAL EFFECTS: Using ARPA funds in this manner will have no long-term impact on the City.

ALTERNATIVES: As determined by Council.

Respectfully submitted,


Tom Tarkiewicz
City Manager


Eric Zuzga
Director of Special Projects

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