



**MARSHALL CITY COUNCIL
WORK SESSION AGENDA
Monday December 6, 2021
5:30 PM
City Hall Training Room**

A. FY 2023 Budget Parameters

City Staff will discuss with the Council the proposed FY 2023 Budget parameters and water/sewer rates.

B. Other items

C. Future Work Sessions

Event Cost reimbursement	6:00 PM	January 18 th
DPW & Parks Staff analysis	6:00 PM	February 7 th
FERC Hydroelectric relicensing	6:00 PM	February 22 nd

D. Future topics

323 W. Michigan Ave.

Marshall, MI 49068

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FY 2023 BUDGET PARAMETERS

1. Balance Revenues with Expenditures
2. Deficit Elimination Plans
3. FiberNet repayment of loans
4. Annual Fee Review
5. Classification and compensation study
6. Review Administrative Allocations
7. Fund Fountains Repair Reserve
8. OPEB funding
9. Establish wage rate percentage _____%
10. Increase Part-time and Seasonal wage rates
11. Legal budget escalation
12. Funding of CIP
13. DART financial future
14. Marshall House fund allocations
15. Surrender FERC hydroelectric license
16. Water Tower Rents Should Be Water Fund Revenue
17. Review Future Retirements – Is This Position Needed?
18. Code enforcement position
19. Deputy Police Chief vs. Public Safety Director
20. Police Investigator
21. Additional DPW member
22. Communications position
23. Fund Fire Truck Replacement Reserve
24. Charge for Special Events
25. Motor Pool revision of funding
26. Develop 10 Year Equipment Replacement Schedule
27. Extend Life of Equipment and Vehicles
28. Increase IT spending
29. Rate Studies



MARSHALL CITY COUNCIL AGENDA

Monday – 7:00 P.M.

December 6, 2021

- 1) **CALL TO ORDER**
- 2) **ROLL CALL**
- 3) **INVOCATION** – Scott Loughrige, Cross Roads Church & Ministries
- 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. 2022 City Council Meeting Schedule

City Council will receive the dates for the 2022 City Council Meetings.

B. 2022 Boards and Commissions

City Council will receive the listing of the 2022 Board and Commission positions that are scheduled to expire and the term of office.

C. MDOT TEDF CATEGORY F Grant Agreement

City Council will consider the recommendation to approve the resolution authorizing the Clerk to sign the agreement with MDOT for contract number 21-5449 for S. Kalamazoo Avenue from Michigan Avenue to Industrial Road.

D. Authorized Signers for City Bank Accounts

City Council will consider the recommendation to approve the resolution authorizing William Dopp III, Deputy Finance Director and Tom Tarkiewicz, City Manager as legal signers for accounts belonging to the City of Marshall and authorizing Tamera Palodichuk, Payroll/Accounting Clerk, to conduct daily business effective November 1, 2021.

E. Schedule Public Hearing – CDBG Application

City Council will consider the recommendation to schedule a public hearing for Monday, January 3, 2022 to consider the submission of a CDBG Application for 105 West Michigan Avenue.

F. City Council Minutes

Regular Session..... Tuesday, November 16, 2021
 Special Session Thursday, December 2, 2021

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



G. <u>City Bills</u>	
Regular Purchases	\$ 123,421.38
Weekly Purchases –11/12/21.....	\$ 69,852.65
Weekly Purchases –11/19/21.....	\$ 297,720.29
Weekly Purchases –11/24/21.....	\$ 56,339.51
Total	\$ 547,333.83

8) PRESENTATIONS AND RECOGNITIONS

- A. 2021 Annual Financial Audit**
- B. MAEDA Update**
- C. Certificates of Appreciation**

9) INFORMATIONAL ITEMS

10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

- A. Update to LDFA TIF and Development Plan**
City Council will hear public comment on the proposed changes to the Local Development Finance Authority Tax Increment Financing Plan and Development Plan for the City of Marshall.
- B. Zoning Ordinance and Code of Ordinances to repeal Hoop Houses**
City Council will hear public comment regarding the proposed amendments to the Zoning Ordinance and Code of Ordinances to repeal Hoop Houses and to prohibit such use.

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

- A. Repayment Schedule of FiberNet Advances**
City Council will consider the recommendation to approve the resolution setting the new debt service schedule for the repayment advances from FiberNet to the Electric, Wastewater, LDFA, and General Funds.
- B. FiberNet Deficit Elimination Plan**
City Council will consider the recommendation to approve the deficit elimination plan for the FiberNet Fund and direct the Finance Department to file the plan with the Michigan Department of Treasury.
- C. Electric Deficit Elimination Plan**
City Council will consider the recommendation to approve the deficit elimination plan for the Electric Fund and to direct the Finance Department to file the plan with the Michigan Department of Treasury.
- D. Activation Zone Concept Plan**
City Council will consider the recommendation to approve the plan and direct staff to proceed with a funding and construction plan.
- E. Marshall House Warranty Deed**
City Council will consider the recommendation to accept the quit claim deed from the Marshall Building Authority for Marshall House Apartments in order to facilitate the sale of the property.



F. Radio Replacement Project

City Council will consider the recommendation to approve the radio replacement project in the amount of \$143,584 and utilize fund reserves from each impacted fund to fund the project.

13) APPOINTMENTS / ELECTIONS

A. Sister City Committee Appointments

City Council will consider the recommendation to appoint Kimber Thompson to the Sister City Committee with a term expiring October 16, 2024 and reappoint Andrei Radulescu with a term expiring October 16, 2024.

B. Local Advisory Committee

City Council will consider the recommendation to reappoint Helen Starkey to the Local Advisory Committee with a term expiring February 1, 2024.

C. Marshall Farmers Market Advisory Board

City Council will consider the recommendation to appoint Amy Zerbe and Didik Soekarmoen to the Marshall Farmers Market Advisory Board with terms expiring October 20, 2024 and the reappointment of Patty Parker with a term expiring October 20, 2024.

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) ADJOURNMENT

Respectfully submitted,

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

Tom Tarkiewicz
City Manager



CITY OF MARSHALL

PUBLIC NOTICE

THE MARSHALL CITY COUNCIL MAY HOLD WORK SESSIONS PRIOR TO COUNCIL MEETINGS AT 6:00 P.M., at TOWN HALL IN THE TRAINING ROOM, 323 WEST MICHIGAN AVENUE, MARSHALL, MI 49068.

THE MARSHALL CITY COUNCIL WILL HOLD ITS REGULAR MEETINGS IN THE YEAR 2022 AT 7:00 P.M., AT TOWN HALL IN THE COUNCIL CHAMBERS, 323 WEST MICHIGAN AVENUE, MARSHALL, MI 49068, ON THE FOLLOWING DATES:

Monday, January 3 rd	<i>Tuesday, January 18th</i>
Monday, February 7 th	<i>Tuesday, February 22nd</i>
Monday, March 7 th	Monday, March 21 st
Monday, April 4 th	Monday, April 18 th
Monday, May 2 nd	Monday, May 16 th
Monday, June 6 th	Monday, June 20 th
<i>Wednesday, July 6th</i>	Monday, July 18 th
Monday, August 1 st	Monday, August 15 th
<i>Tuesday, September 6th</i>	Monday, September 19 th
Monday, October 3 rd	Monday, October 17 th
Monday, November 7 th	Monday, November 21 st
Monday, December 5 th	Monday, December 19 th

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Trisha Nelson, Clerk

CITY OF MARSHALL NOTICE
Boards and Commissions Positions

Section 2.13: Appointment of Boards and Commissions, of the City Charter, requires publication, in December, a listing of all Board and Commission positions which are scheduled to expire the following year and the term of office.

Following is a listing of Boards and Commissions positions whose terms are scheduled to expire in 2022. Interested parties wishing to volunteer their services may apply by filling out an application and submitting a resume to the Mayor, Marshall City Hall, 323 West Michigan Avenue, Marshall, MI 49068. Some expired seats may be filled by the incumbent member.

Board or Commission	Term of Office
AIRPORT BOARD Two positions	10/1/2022 to 9/30/2025
BROOKS NATURE AREA Two positions	8/15/2022 to 8/14/2025
DISTRICT LIBRARY BOARD One position	3/31/2022 to 3/30/2025
DOWNTOWN DEVELOPMENT AUTHORITY/ LOCAL DEVELOPMENT FINANCE AUTHORITY One position	9/15/2022 to 9/14/2026
LOCAL ADVISORY COMMITTEE One position	2/1/2022 to 1/31/2025
MARSHALL FARMERS MARKET ADVISORY BOARD Three positions	10/20/2022 to 10/19/2025
NORTHEAST NEIGHBORHOOD IMPROVEMENT AUTHORITY Two positions	12/31/2022 to 12/30/2025
PARKS AND RECREATION Two positions	7/01/2022 to 6/30/2025
PLANNING COMMISSION Two positions	11/01/2022 to 10/31/2025
SOUTH NEIGHBORHOOD IMPROVEMENT AUTHORITY One position	12/31/2022 to 12/30/2025
ZONING BOARD OF APPEALS One position	3/10/2022 to 3/09/2025

Trisha Nelson, Clerk



ADMINISTRATIVE REPORT
December 6, 2021 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council

FROM: Tom Tarkiewicz, City Manager
Marguerite Davenport, Director of Public Services

SUBJECT: MDOT TEDF Category F Grant Agreement

BACKGROUND: The City of Marshall applied for a Michigan Department of Transportation (MDOT) Transportation Economic Development Fund (TED Funds) Category F Grant in May of 2020 for South Kalamazoo Avenue from Michigan Ave to Industrial Road. The project was planned to be a street rehabilitation project including adjacent sidewalk improvements. Since the award of the project the City has elected to accept the grant funds as a direct grant where the contract will be bid and awarded by the City with MDOT contributing grant monies as outlined in the agreement. The attached agreement requires signature by the Clerk prior to the City issue award of the contract to complete the work.

In light of the recent request from Council to improve the South Kalamazoo corridor beyond the planned street surface improvements, City staff will be executing a design engineering RFP so that full plans for the corridor can be developed. The resulting plans from that design will be used to issue a construction bid. The Category F grant will go to offset the street improvement portion of that construction bid in the amount of \$246,340.

RECOMMENDATION: It is recommended the City Council approve the attached resolution authorizing the Clerk to sign the agreement with MDOT for contract number 21-5449.

FISCAL EFFECTS: Upon receiving the signed agreement and resolution MDOT will issue a notice to proceed to the City. The City will not receive any funds from the grant until a construction contract has been issued. Further approval of the engineering and construction contracts will be requested from Council.

CITY GOAL CLASSIFICATION: Goal Area Three – Infrastructure and City Services

Respectfully submitted,

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

Tom Tarkiewicz
City Manager

A handwritten signature in blue ink, appearing to read "Marguerite Davenport".

Marguerite Davenport
Director of Public Services

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

WHEREAS, the City Council of the City of Marshall has received a contract proposal for a direct grant from the Michigan Department of Transportation for the rehabilitation of South Kalamazoo Avenue from Michigan Avenue to Industrial Road, and any related utilities; located within the corporate limits of the City of Michigan, Michigan; and

WHEREAS, said proposal is identified as Michigan Department of Transportation Contract Number 21-5449; and

WHEREAS, these projects are recommended for the improvement of storm water drainage and vehicular travel and safety; and

NOW THEREFORE BE IT RESOLVED THAT, the estimated cost of the Part A – State Participation portion of the project will be funded by the State of Michigan with any cost above this amount to be funded by the City as outlined in MDOT Contract 21-5449 with the Michigan Department of Transportation

BE IT FURTHER RESOLVED THAT, that the City of Marshall City Council does hereby authorize the City Clerk to execute MDOT Contract No. 21-5449 with the Michigan Department of Transportation.

Voting For:

Voting Against:

Absent:

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 the 6th day of December, 2021.

Trisha Nelson, City Clerk

Date

TED (F)
NON FED

COM
Control Section EDF 13000
Job Number 212574CON
Contract No. 21-5449

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT;" and the CITY OF MARSHALL, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY;" for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Marshall, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I," dated November 15, 2021, attached hereto and made a part hereof:

PART A – STATE PARTICIPATION

Hot mix asphalt cold milling and resurfacing, base repairs as needed, and concrete sidewalk ramps along South Kalamazoo Avenue from Michigan Avenue to Industrial Drive; and all together with necessary related work.

PART B – NO STATE PARTICIPATION

Concrete sidewalk, as needed, along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, the State of Michigan is hereinafter referred to as the "State;" and

WHEREAS, the PROJECT has been approved for financing in part with funds from the State appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS," qualifies for funding pursuant to PA 231, Section 11(2)(b); Public Act of 1987, as amended, and is categorized as:

CATEGORY "F" FUNDED PROJECT

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

01/23/03 TEDDIR.FOR 11/15/21

1

2. The term "PROJECT COST," as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering and inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to perform, at no cost to the PROJECT, such administration of the PROJECT covered by this contract as is necessary to assist the REQUESTING PARTY to qualify for funding. Such administration may include performing such review, legal, financing, any other PROJECT related activities as are necessary to assist the REQUESTING PARTY in meeting applicable State requirements.

The DEPARTMENT shall provide the REQUESTING PARTY with a notice to proceed with the award of the construction contract for the PROJECT.

The DEPARTMENT shall make a final acceptance inspection of the PROJECT as necessary to ensure the PROJECT meets State requirements. Failure to comply with State requirements may result in forfeiture of future distributions of the Michigan Transportation Fund as described in Section 5. No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

4. The REQUESTING PARTY, under the terms of this contract, shall advertise and award the PROJECT work in accordance with the following:

- A. The REQUESTING PARTY will, at no cost to the DEPARTMENT or the PROJECT, design, or cause to be designed, the PROJECT, and shall accept full responsibility for that design. Any review undertaken by the DEPARTMENT is for its own purposes and is not to nor does it relieve the REQUESTING PARTY of liability for any claims, causes of action or judgments arising out of the design of the PROJECT.
- B. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the plans, specifications, and estimates for the PROJECT have been

prepared in compliance with applicable State laws, standards, and regulations.

C. The REQUESTING PARTY, hereby, certifies to the DEPARTMENT that the contracting procedures to be followed by the REQUESTING PARTY in connection with the solicitation of the construction contract for the PROJECT shall be based on an open competitive bid process. It is understood that the proposal for the PROJECT shall be publicly advertised and the contract awarded on the basis of the lowest responsive and responsible bid in accordance with applicable State statutes and regulations.

(1) The REQUESTING PARTY shall not award the construction contract prior to receipt of a notice to proceed from the DEPARTMENT.

(2) Upon verification that contractor selection by the REQUESTING PARTY was made in accordance with the terms of this contract and upon receipt of the "Request for Payment" form from the REQUESTING PARTY, the DEPARTMENT will authorize payment to the REQUESTING PARTY for the eligible amount in accordance with Section 5.

D. The REQUESTING PARTY will, at no cost to the PROJECT or the DEPARTMENT, comply with all applicable State statutes and regulations, including, but not limited to, those specifically relating to construction contract administration and obtain all permits and approvals with railway companies, utilities, concerned State, Federal, and local agencies, etc., and give appropriate notifications as may be necessary for the performance of work required for the PROJECT.

The REQUESTING PARTY agrees to comply with all applicable requirements of Part 91, Soil Erosion and Sedimentation Control of the Natural Resources and Environmental Protection Act, 1994 PA 451 as amended by 1995 PA 60 and 1996 PA 173, MCL 324.9101 et. seq., for all PROJECT work performed under this contract, and the REQUESTING PARTY shall require its contractors and subcontractors to comply with the same.

E. All work in connection with the PROJECT shall be performed in conformance with the DEPARTMENT'S current Standard Specifications for Construction, special provisions, and the supplemental specifications and plans pertaining to the PROJECT. All materials furnished and used in the construction of the PROJECT shall conform to the aforesaid

specifications. Any changes in the scope of work for the PROJECT will require approval by the DEPARTMENT.

- F. The REQUESTING PARTY shall, at no cost to the PROJECT or to the DEPARTMENT, appoint a project engineer who shall administer the PROJECT and ensure that the plans and specifications are followed, and shall perform or cause to be performed the construction engineering and inspection services necessary for the completion of the PROJECT.

Should the REQUESTING PARTY elect to use consultants for construction engineering and inspection, the REQUESTING PARTY shall provide a full-time project manager employed by the REQUESTING PARTY who shall ensure that the plans and specifications are followed.

- G. The REQUESTING PARTY shall require the contractor who is awarded the contract for the construction of the PROJECT to provide, as a minimum, insurance in the amounts specified in and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:

- (1) Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- (2) Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other party with jurisdiction for the roadway being constructed as the PROJECT, and their employees, for the duration of the PROJECT and to provide copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume either ownership of any portion of the PROJECT or jurisdiction of any REQUESTING PARTY highway as a result of being named as an insured on the owner's protective liability insurance policy.
- (3) Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current Standard Specifications for Construction and to provide copies of notices and reports prepared to those insured.

5. The PROJECT COST shall be met in accordance with the following:

PART A

The PART A portion of the PROJECT COST shall be met in part by contributions

by TED FUNDS. TED FUNDS Category F shall be applied to the eligible items of the PART A portion of the PROJECT COST up to an amount not to exceed the lesser of: (1) 80 percent of the approved and responsible low bid amount, or (2) \$246,340, the grant amount. The remaining balance, if any, of the PART A portion of the PROJECT COST, as well as any ineligible items of PROJECT COST, shall be paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for TED FUNDS Category F participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of PROJECT work.

Based upon the final cost of the PROJECT and/or a request by the REQUESTING PARTY, a payment adjustment may be initiated and/or authorized by the DEPARTMENT for eligible items of the PROJECT COST such that the total amount of TED FUNDS does not exceed the grant amount. The REQUESTING PARTY shall certify all actual costs incurred for work performed under this contract that are eligible for payment with TED FUNDS and will be required to repay any TED FUNDS it received in excess of 80 percent of the total of such costs.

6. The REQUESTING PARTY shall establish and maintain adequate records and accounts relative to the cost of the PROJECT. Said records shall be retained for a period of three (3) years after completion of construction of the PROJECT and shall be available for audit by the DEPARTMENT. In the event of a dispute with regard to allowable expenses or any other issue under this contract, the REQUESTING PARTY shall continue to maintain the records at least until that dispute has been finally decided and the time after all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the records at any reasonable time after giving reasonable notice.

The REQUESTING PARTY, within six (6) months of completion of the PROJECT and payment of all items of PROJECT COST related thereto, shall make a final reporting of construction costs to the DEPARTMENT and certify that the PROJECT has been constructed in accordance with the PROJECT plans, specifications, and construction contract.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 998-502 and applicable State laws and regulations relative to audit requirements.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

9. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either State or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy , shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT. If the REQUESTING PARTY refuses to participate in the cost of remediation, the amount of TED FUNDS the REQUESTING PARTY received from Grant 9 shall be forfeited back to the DEPARTMENT.

10. If State funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

11. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the State.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate

control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq. as amended, which is incidental to the completion of the PROJECT.

12. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

13. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

14. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

15. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

16. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964 being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

17. The REQUESTING PARTY and other local agencies, as applicable parties, understand and agree that the highway(s) or street(s) being improved under the terms of this agreement and funded with Transportation Economic Development Funds, shall not be subject to any restriction by local authorities in using certain commercial vehicles on such highway(s) or street(s). Such restrictions are in conflict with the basic concept of the Transportation Economic Development Program and Funding. The REQUESTING PARTY, by signing this agreement, agrees to obtain concurrence from other local governmental agencies within whose jurisdiction or control the highway(s) or street(s) are being improved.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF MARSHALL

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:

November 15, 2021

EXHIBIT I

CONTROL SECTION EDF 13000
JOB NUMBER 212574CON

ESTIMATED COST

Estimated PROJECT COST

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Contracted Work	\$307,924	\$30,000	\$337,924

ESTIMATED COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$307,924	\$30,000	\$337,924
Less TED FUNDS*	<u>\$246,339</u>	<u>\$ 0</u>	<u>\$246,339</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 61,585	\$30,000	\$ 91,585

NO DEPOSIT

*TED FUNDS for the PROJECT are limited to an amount as described in Section 5.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011



**ADMINISTRATIVE REPORT
DECEMBER 6, 2021 - CITY COUNCIL MEETING**

REPORT TO: Honorable Mayor and City Council
FROM: Tom Tarkiewicz, City Manager
William Dopp, Deputy Finance Director
SUBJECT: Authorized Signers on City Bank Accounts

BACKGROUND: Banking and financial institutions require a resolution from the governing body for the persons authorized to have access to bank accounts held in the name of and for the City of Marshall. Periodically this resolution needs to be "updated" for the record. With the retirement of our Payroll/Accounting Clerk, along with the past retirement of Jon Bartlett, it is necessary for the City Council to affirm those persons authorized as account signers for the City of Marshall. All city accounts will be updated with new signature cards and this resolution shall be placed on file with all financial institutions holding moneys belonging to the City.

RECOMMENDATION: Adopt the attached resolution authorizing William Dopp III, Deputy Finance Director and Tom Tarkiewicz, City Manager as legal signers for accounts belonging to the City of Marshall and authorizing Tamera Palodichuk, Payroll/Accounting Clerk, to conduct daily business effective November 1, 2021.

FISCAL EFFECTS: None. This is an administrative policy only.

ALTERNATIVES: As suggested by the Council.

Respectfully submitted,

William Dopp III
Deputy Finance Director

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

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

WHEREAS, all financial institutions require a resolution to name or change persons authorized to act on behalf of the City of Marshall on checking, savings, pool funds, investments, or share accounts; and

WHEREAS, Cynthia Tanner has retired effective October 29, 2021, and Tamera Palodichuk has replaced Cynthia effective November 1, 2021.

THEREFORE, BE IT RESOLVED, that the Marshall City Council certifies to all financial institutions where accounts are held in the name of and on behalf of the City of Marshall that the following persons are authorized to transact business on said bank accounts effective November 1, 2021:

Tom Tarkiewicz, City Manager
William Dopp, Deputy Finance Director/ Treasurer
Tamera Palodichuk, Payroll/Accounting Clerk

AYES:.

NAYS:

Dated:

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 a resolution adopted by the City Council, city of Marshall, county of Calhoun, state of Michigan, at a regular meeting held on December 6, 2021 and that said meeting was conducted in accordance with the Open Meeting Act and that the minutes of said meeting were kept and will be or have been made available to the public.

Trisha Nelson, City Clerk



ADMINISTRATIVE REPORT
December 6, 2021 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council

FROM: Tom Tarkiewicz, City Manager
Eric Zuzga, Director of Community Services

SUBJECT: 105 West Michigan Avenue Rental Rehab CDBG

BACKGROUND: Council approved the creation of an OPRA to assist in the redevelopment of the rear portion of the 2nd floor of 105 West Michigan Avenue in to two (2) apartments. The next step in this project is the submission of a Community Development Block Grant (CDBG) application for \$122,000 in assistance. This grant would be received by the City and passed through to the Walkers to pay for the renovation, in addition to over \$103,510 from the property owners.

To move this application forward, a public hearing needs to be scheduled to consider adoption of a resolution approving the application and authorizing the City Manager to serve as the Certifying Officer for the grant.

RECOMMENDATION: Council should schedule a public hearing for January 3rd to consider the submission of a CDBG application for the support of the Walker's project.

FISCAL EFFECT: None at this time.

ALTERNATIVES: As suggested by Council.

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 Community Services

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

1. IDENTIFICATION OF UGLG

1a. PROJECT TITLE: 105 W. Michigan

1b. UGLG CONTACT INFORMATION		1c. FUNDING SOURCES	
Unit of General Local Government	City of Marshall	CDBG Grant	\$ 122,000
		UGLG	\$
Highest Elected Chief Official	Name: Joe Caron Title: Mayor Ph. 269-781-5183 Email jcaron@cityofmarshall.com	Private	\$ 103,510
			\$
			\$
			\$
Street/PO Box City State/Zip County	323 W. Michigan Avenue Marshall Michigan 49068 Calhoun	TOTAL	\$ 225,510
		1d. UGLG INFORMATION	
		UGLG DUNS # http://www.dnb.com/duns-number.html	
		828616628	
		UGLG Federal ID #	
		38-6004708	
		UGLG Fiscal Year	
		7/1 to 6/30 (month start and end)	
UGLG Project Contact (PC)	Name: Eric Zuzga Title: Director of Community Services Ph. 269-558-0354 Email ezuzga@cityofmarshall.com		

1e. REPRESENTATIVE INFORMATION	
State Government Representation Senator Name: Dr. John Bizon Representative Name: Matt Hall Senate District: 19th House District: 63rd	Federal Government Representation Representative Name: Peter Meijer Congressional District: 3rd

1f. INITIAL APPLICATION SUBMISSION: AUTHORIZED UGLG SIGNATURE			
The UGLG agrees to adhere to HUD, CDBG and MEDC rules, regulations, and the Grant Administration Manual (GAM) policies, procedures, and reporting requirements. In agreeing to this, the UGLG will ensure that all entities involved in completing the proposed project will also adhere to rules and regulations during grant administration.			
Signature			
Name and Title of Authorized Signer		Date	

1g. FINAL APPLICATION SUBMISSION: AUTHORIZED UGLG SIGNATURE			
The UGLG certifies that information contained in the application and associated attachments are complete and accurate, that all activities intended to be completed have been identified within the application, and the budget reflects final costs of all project activities identified via a completed bid process or via construction contracts that have been reviewed and are ready to execute.			
Signature			
Name and Title of Authorized Signer		Date	

2. NATIONAL OBJECTIVE ELIGIBILITY

The project must meet a National Objective. Please check the category (only one) that applies to the project:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Benefit Persons of Low and Moderate Income
<input type="checkbox"/> LMI Area Benefit
<input type="checkbox"/> LMI Job Creation
<input checked="" type="checkbox"/> LMI Housing
<input type="checkbox"/> Limited Clientele | <input type="checkbox"/> Prevention or Elimination of Slums or Blight
<input type="checkbox"/> Area Benefit
<input type="checkbox"/> Spot Blight |
|---|--|

3. PROJECT DESCRIPTION

3a.	<p>Provide a project description and include the following:</p> <ul style="list-style-type: none"> i. Describe the location of the project. ii. What is the purpose and need? What is being done and why is it necessary? iii. Who are the project beneficiaries? Why is this project being proposed and who benefits from the results? iv. Provide complete details about the project and what will be done. v. Describe all funding sources being used for this project. vi. Describe all development partners involved in this project. vii. Describe the maintenance related to project improvements funded, in whole or in part, by CDBG and how they will be funded. <p>i. The project is located at 105 W. Michigan in Marshall's downtown DDA core area. ii. The purpose is to create affordable housing in the downtown core. The need is great as described in the housing study and information provided by City Staff. The process is to fully rehabilitate the empty space as pictures and description provided to create 2 apartments, where none exist now. Included in this process will be a new private stairwell to the units being created. iii. The project will benefit persons at or below 80% of AMI as both apartments are designated to be this for MEDC 5 yr period. The project is being proposed to full underutilized space in the downtown core area. Everyone benefits from the owner who gets positive income flow to building. The City will have additional affordable housing in the core downtown. Most of all, persons of LMI income will have quality housing available for use for years to come. iv. This project will take vacant space on 2nd floor and create 2 affordable rent apartments and a new stairwell into the area. The project will have hard surface countertops, high end plank flooring, a fire alarm system, high ceiling design, central air conditioning, and code compliant electrical, mechanical, and plumbing throughout. v. The project will be funded with CDBG funding and owner cash. vi. Development partners include the City of Marshall who is providing an OPRA for the newly created space, MEDC who is providing funding and guidance that allows the project to become a reality, and the Walkers, owners of the building and experienced building owners in Marshall. vii. The Walker family are experienced landlords and have a good track record of providing appropriate maintenance to their buildings and will do so with the apartments created by CDBG funding. The Walker family has significant funding to provided regular upkeep of the new units.</p>
3b.	<p>Check all that apply as it pertains to the Historic Status of the property(s) involved:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Listed in the National Register of Historic Properties <input type="checkbox"/> Potentially eligible to be listed in the National Register of Historic Properties <input checked="" type="checkbox"/> Listed in a state or local inventory of historic places <input type="checkbox"/> Designated as a state or local landmark or historic district <input type="checkbox"/> None of the above <input type="checkbox"/> Not applicable
3c.	<p>What is the age of the benefitting building/property? 1915</p>
3d.	<p>Provide the address(es) of the benefited property(s)/building(s)/businesses. Indicate whether commercial and/or residential: 105 W Michigan Ave - Mixed use building, only residential area being created in this project.</p>

3e.	What is the total square footage impacted by this project? 1,269 square feet
3f.	Provide the name(s) of the private property/building owner(s) seeking to participate as a sub-recipient of funds. Include <u>all individuals</u> that have ownership of the property/building(s). Mark Walker and Lori Zettell, husband and wife
3g.	Provide the DUNS number of the private business owners, along with their respective owner's names listed above, if applicable. *A DUNS number is not required for Rental Rehabilitation Projects. The business for the building is the Refuge, LLC

4. COMPLIANCE SCREENING

4a.	Will jobs be relocated from another City or State as a result of this project? If Yes, explain:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA
4b.	Will the project result in the demolition or conversion of residential dwelling units, both occupied and vacant? If Yes, explain: No units are occupied	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA
4c.	Will the project result in special fees (i.e., tap in / hookup fees, special assessments)? If Yes, explain:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA
4d.	Are there any local, state and federal permits required for implementation of the proposed project? If Yes, will permit requests delay the proposed project or influence the timeline? No delays expected, all local	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
4e.	Are there acquisitions, leases, easements, or property option/purchase agreements necessary to complete the project activities?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA
4f.	Are there current or incoming residential or commercial tenants? If Yes, provide the number of tenants and whether they are residential, commercial or both: 3 commercial tenants on first floor- and 1 existing market rate apartment on front part of 2nd floor with no physical attachment to the space being renovated for this project.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
4g.	Will there be any temporary or permanent relocation of businesses, non-profit organizations, homeowners, or tenants to complete the project? N	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA

5. PROJECT TIMELINE

Provide the Start and End dates for activities associated with completing the project		
ACTIVITIES	START DATE (mm/yr)	END DATE (mm/yr)
Acquisition	N/A	
Engineering	8/30/2021	9/30/2021
3 rd Party Environmental Review	9/30/2021	11/30/2021
Bidding/Contractor Selection	9/30/2021	10/31/2021
Construction	12/1/2021	7/31/2022

6. PROJECT BUDGET

ACTIVITY COSTS	CDBG	LOCAL	PRIVATE			TOTAL
Planning	\$	\$	\$	\$	\$	\$
Acquisition	\$	\$	\$	\$	\$	\$
Engineering	\$	\$	\$2,800	\$	\$	\$
3 rd Party Environmental	\$2,000	\$	\$	\$	\$	\$
Demolition	\$	\$	\$	\$	\$	\$
Construction (includes contingency and bonding)	\$120,000	\$	\$96,710	\$	\$	\$
Energy Star Appliances	\$	\$	\$4,000	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
GRAND TOTAL	\$122,000	\$	\$103,510	\$	\$	\$225,510

Are there other funding sources available to contribute to the proposed project? Provide inquiries made and the responses provided by associated funding sources.

No, owner cash will be sources utilized other than CDBG funding

Is Program Income available to help fund the proposed project? Note program income funds cannot count towards project match.

No

7. UGLG CAPACITY AND CONFLICT OF INTEREST

Who will provide the administrative capacity for the proposed grant?

- UGLG Staff
- MEDC Certified Grant Administrator
- Third Party Administrator/Consultant/EDO/EDC

Has the UGLG received CDBG grants or loans in the past 5 years and/or have any open CDBG grants or loans, including grants or loans provided by MSF, MEDC and MSHDA?

If Yes, please identify the associated projects and describe all, if any, findings or areas of concern regarding those projects:

The City received a CDBG grant for the redevelopment of the Cronin Building. There were no findings on the project.

Yes No NA

Does the UGLG have any outstanding CDBG grants or loans that have not been drawn down?

If Yes, describe:

Yes No NA

Will local officials and staff be a party to any contract involving the procurement of goods and services assisted with CDBG funds?

If Yes, describe:

Yes No NA

Will any person who is an employee, agent, consultant, officer, elected or appointed official of the UGLG obtain a financial interest or benefit from a CDBG assisted activity or have an interest in any contract, subcontract or agreement with respect

Yes No NA

<p>thereto, or in the proceeds hereunder, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter? If Yes, describe:</p>	
---	--

8. Supporting Documentation		
Exhibit I	Project Location Map	Attached <input checked="" type="checkbox"/>
Exhibit II	Preliminary Architectural/Engineering Drawings	Attached <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
Exhibit III	Independent 3 rd Party Cost Estimate	Attached <input checked="" type="checkbox"/>
Exhibit IV	Financial Commitment Letter(s)	Attached <input checked="" type="checkbox"/>
Exhibit V	Blight Letter or Area Blight Resolution (Sample Form 2-B)	Attached <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Exhibit VI	Lead-Based Paint Applicability and Compliance Worksheet (Form 5-S)	Attached <input type="checkbox"/> N/A <input type="checkbox"/>
Exhibit VII	Asbestos Applicability and Compliance Worksheet (Form 5-V)	Attached <input type="checkbox"/> N/A <input type="checkbox"/>
Exhibit VIII	Historic Property Proof of Eligibility	Attached <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Exhibit IX	Appraisal for CDBG-funded Acquisitions; or Waiver Valuation (Form 6-D)	Attached <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Exhibit X	Limited Denial of Participation, HUD Funding Disqualifications and Voluntary Abstentions	Attached <input type="checkbox"/>
Exhibit XI	System Award Management (SAM) Certification	Attached <input type="checkbox"/>
Exhibit XII	General Information Notice (GIN)	Attached <input type="checkbox"/> N/A <input type="checkbox"/>
Job Creation Exhibit	Job Creation Summary <ul style="list-style-type: none"> ▪ Job Creation Assurance ▪ Machinery and Equipment (M&E) List, if applicable 	Attached <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
Rental Rehabilitation Exhibits	<ol style="list-style-type: none"> 1. Rental Rehabilitation Workbook 2. Housing Quality Standards 3. Substandard Unit Verification, for existing units only 	Attached <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
Façades Exhibit	Façade Budget <ul style="list-style-type: none"> ▪ Façade Building Owner and Activity Identification 	Attached <input type="checkbox"/> N/A <input checked="" type="checkbox"/>
<p>Please attach all supporting documents in the order they are requested. If submitting electronically, label each supporting document appropriately.</p> <p>This list is not all inclusive. Additional compliance documentation will be sought post-application.</p>		

Grant Accounting and Administration Policy

Appendix A

Summary of Grant Application for Review and Approval

Funding agency (if a State agency, it is also important to note if these are pass-through funds)

Michigan Economic Development Corporation- funds from HUD

Grant name and program description and Project Name/File Number (if applicable):

CDBG- Rental Rehabilitation program

Garden Theatre Rental Rehabilitation project

Program Award Amount: \$ 122,000

Grant administrator (name, title, phone #):

Eric Zuzga, Director of Community Services, 269-558-0354

Grant Application Questions:

Matching funds are from property owner

	Yes	No	N/A
Does the grant require matching funds? If yes, how much? <input type="text" value="\$103,510"/>	X		
Does the grant require a budget adjustment from the City Council?	X		
If the grant funds FTEs, is there a requirement to retain those employees for a certain period of time? If yes, how many years? <input type="text"/>			X
If the grant funds capital outlay, is there a requirement to track the equipment for a certain number of years after the grant award? If yes, how many? <input type="text"/>			X
If the grant has special reporting requirements, have those been discussed with Finance?	X		
If the grant has special banking requirements to receive funding, have those been discussed with the Treasurer?			X
Are there other commitments that the City of Marshall will be making if this grant is awarded?	X		

Submitted by: Eric Zuzga Date: 9-20-21

Finance Director Approval: _____ Date: _____

Return Completed Form to the Finance Director after all approvals are obtained.

The City is required to hire a Certified Grant Administrator which will be funded by the MEDC. Reporting requirements will be handled by CGA working with Finance and Director of Community Services.

CALL TO ORDER

IN REGULAR SESSION, Tuesday, November 16, 2021 at 7:00 P.M., in the Council Chambers of City Hall, 323 West Michigan Avenue, Marshall, MI 49068. City Council was called to order by Mayor Caron.

ROLL CALL

Roll was called:

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

Also Present: City Manager Tarkiewicz.

Absent: Council Members Schwartz, Traver, and Underhill.

Moved Wolfersberger, supported Gates, to excuse Council Members Schwartz, Traver, and Underhill. On a voice vote – **MOTION CARRIED.**

INVOCATION/PLEDGE OF ALLEGIANCE

Mayor Caron led the Pledge of Allegiance.

APPROVAL OF THE AGENDA

Moved Wolfersberger, supported Rice, to approve the agenda with the removal of item 8A. MAEDA presentation and the addition of the MSCPA invoice in the amount of \$791,049.91 and item 12D Building Authority Articles of Incorporation Amendment. On a voice vote – **MOTION CARRIED.**

PUBLIC COMMENT ON AGENDA ITEMS

None.

CONSENT AGENDA

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

- A. Schedule a public hearing for Monday, December 6, 2021 to hear public comment on the Zoning Ordinance Amendment and Code of Ordinances Amendment to repeal Hoop Houses and to prohibit such use;
- B. Minutes of the City Council Work Session and Regular Session held on Monday, November 1, 2021;
- C. Approve city bills in the amount of \$1,392,213.68.

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

PRESENTATIONS AND RECOGNITION

None.

WHEREAS, the City of Marshall, County of Calhoun, State of Michigan (the "City"), has determined it to be necessary to acquire, construct, furnish and equip improvements to the City's municipal electric system, consisting generally of a new electrical substation, together with all necessary interests in land, and all related sites, structures, equipment, appurtenances and attachments thereto (the "Project"); and

WHEREAS, the City, through its Local Development Finance Authority (the "LDFA"), intends to issue and sell bonds to finance all or part of the Project;

WHEREAS, said bonds are to be issued in one or more series, in the aggregate principal sum of not to exceed \$6,000,000; and

WHEREAS, the City intends at this time to state its intentions to be reimbursed from proceeds of the bonds for any expenditures undertaken by the City or the LDFA for the Project prior to issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

(a) The City reasonably expects to reimburse itself with proceeds of the Bonds for certain costs of the Project which were paid or will be paid from the general fund or electric fund of the City or the general fund of the LDFA subsequent to sixty (60) days prior to today.

(b) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$6,000,000.

(c) A reimbursement allocation of the capital expenditures described above with the proceeds of the Bonds will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the Bonds to reimburse the City for a capital expenditure made pursuant to this resolution.

2. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members: Gates, Rice, Wolfersberger, and Mayor Caron.

NAYS: None.

RESOLUTION DECLARED ADOPTED.

Trisha Nelson, City Clerk

I hereby certify that the attached is a true and complete copy of a resolution adopted by the City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on November 16, 2021, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976 and that minutes of the meeting were kept and will be or have been made available as required by said Act.

Trisha Nelson, City Clerk

C. Establish Special Meeting:

Moved Gates, supported Wolfersberger, to a to establish a special meeting for Thursday, December 2, 2021 at 6:00 p.m. for the purpose of entering into Closed Session to review City Manager candidate applications. On a voice vote – MOTION CARRIED.

D. Building Authority Articles of Incorporation:

Moved Rice, supported Gates, to approve the Marshall Building Authority Amendments to the Articles of Incorporation recommended by bond counsel. On a roll call vote – ayes: Rice, Mayor Caron, Wolfersberger, and Gates; nays: none. MOTION CARRIED.

APPOINTMENTS/ELECTIONS

None.

PUBLIC COMMENT ON NON-AGENDA ITEMS

None.

ADJOURNMENT

The meeting was adjourned at 7:21 p.m.

Joe Caron, Mayor

Trisha Nelson, City Clerk

CALL TO ORDER

IN SPECIAL SESSION held on Tuesday, December 2, 2021 at 6:00 P.M. in the Conference Room of City 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

Absent: None.

PUBLIC COMMENT

None.

NEW BUSINESS

A. Transformer Purchase:

City Council discussed a transformer purchase for MPM and requested more information from staff to review.

CLOSED SESSION

Moved Underhill, supported Wolfersberger, to enter into Closed Session under Section 8 (f) of the Open Meetings Act to review and consider contents of an application for employment or appointment to a public office. On a roll call vote – ayes: Gates, Rice, Schwartz, Traver, Underhill, Wolfersberger, and Mayor Caron; nays: none. **MOTION CARRIED.**

Enter into Closed Session at 6:30 p.m.

Return to Open Session at 7:50 p.m.

Adjourned at 7:50 p.m.

Joe Caron, Mayor

Trisha Nelson, Clerk

INVOICE NUMBER	DESCRIPTION	AMOUNT
P00602	INSPECT & FLOW TEST/1 RIT PACK	1,599.36
47034	CAIROX/CHLORINE/HYDRO	4,853.64
1KRV-NMK7-W9LX	ACCT A1P4GM99HG1EO2 - MANHOLE TOOL	35.02
13MV-J347-TGNF	ACCT A1P4GM99HG1EO2 - CABLE SPLICER KIT	41.66
16G6-NPC6-9FYQ	ACCT A1P4GM99HG1EO2 - CREDIT MEMO	(219.90)
16G6-NPC6-C4CF	ACCT A1P4GM99HG1EO2 - CARHARTT VEST	124.99
13TD-VLG9-TDX3	ACCT A1P4GM99HG1EO2 - CREDIT MEMO	(57.98)
1T91-JC1H-M63T	ACCT A1P4GM99HG1EO2 - CHAIRMAT	54.99
1NDH-TN73-66GN	ACCT A1P4GM99HG1EO2 - METER TESTER	193.05
1C6V-R7GG-T7TH	ACCT A1P4GM99HG1EO2 - KIP SUNDBERG CARHA	135.97
1XWR-GJMN-FM7X	ACCT A1P4GM99HG1EO2 - CALENDARS	78.65
1YKM-1Q46-HYFY	ACCT A1P4GM99HG1EO2 - REFLECTIVE WINTER	848.65
1TF1-H93Y-FLNY	ACCT A1P4GM99HG1EO2 - DRY ERASE BOARD	83.93
19DT-RYTJ-1GYK	ACCT A1P4GM99HG1EO2 - RADIO BATTERY	51.20
149M-9PQK-FMR4	ACCT A1P4GM99HG1EO2 - RAIN GEAR	419.80
1YNT-43VJ-3MG7	ACCT A1P4GM99HG1EO2 - JANITORIAL SUPPLIE	100.54
2544	HYDRO FABRICATION	950.00
02250485563	M TYPE	8.18
02250485158	TOOL/MIRROR/LOCKING SET	23.98
02250485083	MINI BAR A/G LED	272.67
02250485445	BLK LIGHTNG XL	27.19
02250485450	MULTI-PURP CLNR	5.99
02250485837	CONTOUR BLADE	156.51
02250485793	THREAD SEALANT	7.89
02250485794	1/4 VALVE	97.74
02250485792	DRAIN PLUGS	22.55
02250485819	CONTOUR BLADE	34.78
02250485854	CREDIT MEMO	(21.98)
02250485853	WIPER BLADE	15.18
02250485943	TRAILER END KIT	2.89
02250485981	POLY ARM	24.63
02250485980	ROCKER SPDT	28.76
02250485910	BATTERY	136.00
225-485854	CREDIT MEMO	(21.98)
225-485853	WIPER BLADES	15.18
02250485722	OIL/AIR FILTERS	41.77
1000243933	MIKROTIK INTERNATIONAL ROUTERS, RESIDENT	7,676.00
1000243663	MIKROTIK INTERNATIONAL ROUTERS, RESIDENT	3,618.65
P42611249	BULBS	379.14
P42611273	BULBS	112.80
0335915-IN	ROCK SALT	732.55
P03408	AIR REGULATOR & VALVE	81.83
I-21-1116	MARSHALL HOUSE PEST TREATMENT	250.00
150405	VEHICLE MAINTENANCE ACCT # 1122	1,005.25
49477	TOW FEE	210.00
9489	VEHICLE INSPECTION & OIL CHANGE	126.59
5007-000018535	4-5007-0000243	55.73
12136	TELECOMMUNICATIONS AUDIT/ COST RECOVERY	60.41
72714	TABLET FOR GIS	1,469.00
35529	MARSHALL HOUSE CUSTOM HANDRAIL & INSTALL	2,693.45
S3-24764	EMERGENCY GENERATOR SERVICE CALL	931.54
592449	CONSRCT SIGN/DUCT TAPE	28.72
592307	TOILET SUPPLIES/DRAIN COVER/SINK STOP	65.30
592482	SHELF STNDRD BLK BX	9.99
592822	KEYS/PAINT BRUSHES	24.55
592559	CHRISTMAS LIGHTS	7.99
592546	CHRISTMAS LIGHTS	13.99
592454	DIGGER TRUCK	24.71
592077	KEYS/CLEANING SUPPLIES	18.14
591971	JIG SAW/BLADE SET	85.98
592046	PAINT, BRUSH	20.98
592352	CLEANING SUPPLIES	15.76
592130	BATTERIES, POWER STRIP	16.58
592395	NUTS, BOLTS, FASTENERS	1.90
592240	OUTSIDE RESTROOM LIGHTS CITY HALL	35.96
592305	HEX KEY SET, SECURITY BIT	19.58
SI22-09182	ROAD SALT FOR 2021/2022 SEASON - MIDEAL	8,977.83
IN1629370	55 GALLON CHEMGUARD CLASS A FOAM	901.58
IN1631206	RESPONDER PARKAS	1,607.42
S0015347	BLANKET PURCHASE ORDER FOR FIRE DEPT VEH	1,146.25
S0015242	BLANKET PURCHASE ORDER FOR FIRE DEPT VEH	350.00
0015938	ENGINEERING SERVICES FOR ROAD CONSTRUCTI	2,010.00
MIBAT311855	WHT ROLL TOWEL/BUTT CNCTR/SAE	114.24
MIBAT311972	S/S HCS/FW/NYLOCK	28.63
MIBAT312071	S/S HX JAM/PHSSCKT/DRADAPTER	128.44
11032021CP	WINTERIZING COVE PARK	75.00
11032021SF	WINTERIZING SOFTBALL FIELDS	75.00
11022021F	WINTERIZING FOUNTAIN	75.00
11032021GSP	WINTERIZING GRAND STREET PARK	75.00

User: KWAGNER
 DB: Marshall

INVOICE NUMBER	DESCRIPTION	AMOUNT
11032021WMA	WINTERIZING WEST MICHIGAN AVE ISLANDS	75.00
11022021CH	WINTERIZING CITY HALL	75.00
11032021PSB	WINTERIZING PUBLIC SERVICE BUILDING	75.00
11032021ID	WINTERIZING INDUSTRIAL DRIVE	75.00
11022021DT	WINTERIZING DOWNTOWN	75.00
9175A	VALVE/ROTARY KNOB	561.15
GT214-156	BIOSOLIDS HAULING	34,102.00
4673	DIAPHRAM	229.04
9116173932	GLOVES	138.60
20210788	ENGINEERING SERVICES-BROOKS SUBSTATION	5,000.00
20210787	ELECTRICAL SERVICES 10/4 - 10/31	270.00
20385	MARSHALL HOUSE 3 YEAR CONTRACT PEST CONT	200.00
11292021	ACCT 100243	250.65
273	MARSHALL HOUSE	246.00
31263	WATER METER LEAK MARSHALL NURSING AND RE	756.97
000386	2021 LAWN MOWING - JULY TO (APPROX) OCT.	1,580.00
000415	2021 LAWN MOWING - JULY TO (APPROX) OCT.	360.00
000399	2021 LAWN MOWING - JULY TO (APPROX) OCT.	100.00
000398	2021 LAWN MOWING - JULY TO (APPROX) OCT.	440.00
000391	2021 LAWN MOWING - JULY TO (APPROX) OCT.	300.00
C167922	IMPACT TRUCK SHIPPING & PROCESSING	19.00
C167949	NAME PLATES	63.44
11082021MH	MARSHALL HOUSE DISINFECTANT CLEANING	375.00
11102021MH	MARSHALL HOUSE DISINFECTANT CLEANING	2,395.00
9192	CHEM INV - LIME	1,279.86
25703	FABRICATE BASE AND MOUNT FOR REMOVABLE V	219.85
000013023	BLADES	141.00
000012974	BLADES	64.50
000012790	GATOR BLADE/DISCHARGE CHUTE	105.15
000012856	BLADE-S	185.30
INV023522	SMOKE DETECTOR SERVICE	225.00
11202021AIR	AIRPORT AMERICAN FLAG, SAW BLADE	63.98
58913	MARSHALL HOUSE ELEVATOR REGULAR MAINTENA	695.73
295071	C25 AR/COMPRESSED N.O.S.	149.21
295175	POWERHOUSE	81.62
15221	MEDIA CONVERTER/FIBER LABOR	743.31
15222	FIBER OPTIC SUPPLIES & LABOR	3,988.27
4788-301297	MICRO-V BELT	36.58
4788-301624	MICRO-V BELT	50.51
4788-302101	WARNING LT	33.24
0744	GRASS SEED & STRAW	88.45
2116307	PAPER	13.98
2119055	PAPER	35.99
2101540	CALENDAR, ERASE, WALL, FRESHNER	44.46
2101507	CALENDARS	27.39
2105720	SOAP/CALENDAR	56.75
2105739	CALENDAR/STAPLER	11.75
2105720B1	LATEX GLOVES	142.52
56610592	GLOVE LEATHER CHROME SLT WINTER XL	334.40
56609403	HASP SEALS	129.84
56610208	GLOVE LEATHER CHROME SLT WINTER L	354.00
56612914	#6 SPLICE	209.28
56612913	WR379 CONNECTOR	171.63
56613051	LIGHT HALO SL WHITE	802.86
56611489	INSULINK	295.00
15969	BRAKES & BEARINGS	245.97
195079	LINE LEAK TESTING/SENSOR REPLACEMENT	883.75
14852	RADIO CHARGERS	169.49
70815780	PEST ALL INCLUSIVE	1,250.00
124251	PROFESSIONAL SERVICES/TRANSPORTATION	2,234.60
223075	BATTERY FOR MARSHALL HOUSE	71.95
878672	SNO-EX JUNIOR PRO SPREADER	1,182.75
659858	CAT CLIPS	33.09
7178684	REPAIR TRUCK 323	1,213.59
6302	COMMERCIAL TIRE INSTALLATION	2,318.52
6305	HANKOOK DYNAPRO	791.92
6408	CARLISLE RADIAL TRAIL	229.98
6303	NEW TIRES VAC TRUCK	3,244.72
6306	HANKOOK DYNAPRO HT/MOUNT & BALANCE	675.92
5563987	MRLEC COPIER	32.83
X106004397:01	VALVE, GOVERNOR	62.92
1620016925	ELECTRIC EMPLOYEE UNIFORMS	147.07
1620016927	WATER EMPLOYEE UNIFORMS	30.29
1620016926	MARSHALL HOUSE EMPLOYEE UNIFORMS	39.87
1620016924	POWER HOUSE EMPLOYEE UNIFORMS	52.87
1620016923	DPW GARAGE EMPLOYEE UNIFORMS	54.07
1620016921	WASTE WATER EMPLOYEE UNIFORMS	31.13
1620016314	EMPLOYEE UNIFORMS	39.87
1620016313	EMPLOYEE UNIFORMS	143.37

INVOICE NUMBER	DESCRIPTION	AMOUNT
1620016311	EMPLOYEE UNIFORMS	54.07
1620016309	EMPLOYEE UNIFORMS	31.71
1620016312	EMPLOYEE UNIFORMS	52.87
1620016315	EMPLOYEE UNIFORMS	34.83
1620015760	MARSHALL HOUSE EMPLOYEE UNIFORMS	39.87
1620015761	WATER EMPLOYEE UNIFORMS	30.59
1620015757	DPW GARAGE EMPLOYEE UNIFORMS	59.71
1620015759	ELECTRIC EMPLOYEE UNIFORMS	143.97
1620015755	WASTE WATER EMPLOYEE UNIFORMS	31.71
1620015758	POWER HOUSE EMPLOYEE UNIFORMS	52.87
1620015219	MARSHALL HOUSE EMPLOYEE UNIFORMS	39.87
1620015216	DPW GARAGE EMPLOYEE UNIFORMS	59.71
1620015218	ELECTRIC EMPLOYEE UNIFORMS	162.07
1620015217	POWER HOUSE EMPLOYEE UNIFORMS	53.47
1620015214	WASTE WATER EMPLOYEE UNIFORMS	34.21
1620015220	WATER EMPLOYEE UNIFORMS	30.59
530365240	SERVICES FOR CITY OF MARSHALL	962.50
67270	COMMERCIAL SPRINKLER BLOW OUT	169.00
BROOKSOCT21	2021 LAWN MOWING AT AIRPORT	2,125.00
GRAND TOTAL:		123,421.38

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 11/12/2021 - 11/12/2021
 UNJOURNALIZED
 OPEN AND PARTIALLY PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
137734672	ADT COMMERCIAL	INSTALLATION OF FORENSICS DOOR CARD READ	2022.115	3,326.57
I-21-0804-B	BIOCLEAN TEAM INC	MARSHALL HOUSE - PRE FOR BED BUG TREATME		250.00
I-20-0802	BIOCLEAN TEAM INC	MARSHALL HOUSE - BED BUG TREATMENT		896.00
11102021	BURTRUM, CATHERINE	ENERGY OPTIMIZATION - AIR CONDITIONER		100.00
21-692	CANYON INDUSTRIES, INC	HYDRO 3 THRUST/UPPER BEARING SITE INSPEC	2022.117	3,000.00
315130021100429	CAPITAL ONE TRADE CRED	INSTANT WATERSTOP		52.47
315130021100428	CAPITAL ONE TRADE CRED	SPOTLIGHT/INSTANT PATCH/CONCRETE BONDING		104.42
001216	FAMILY TREE DOCTOR	PRUNING DOWNTOWN TREES	2022.114	3,900.00
09102021	FIVE STAR UNDERGROUND	REBUILD SPRINKLERS AND DRIPPERS ON MAN	2022.106	5,407.00
11052021	GROSS, JOHN	INSPECTIONS 10/01-11/05		1,250.00
11/11/2021	HETKE, LUKE	UB refund for account: 502680013		152.91
11102021	J & L MANUFACTURING	ENERGY OPTIMIZATION - VSD AT 1507 GEORGE		5,000.00
11022021	LOWE'S BUSINESS ACCT/S	ACCT 82130239025965		822.27
11112021	MICHIGAN MUNICIPAL EXE	2022 MEMBERSHIP - E. ZUZGA		145.00
R105014158:02	MIDWEST TRANSIT EQUIP	BUCKET TRUCK REPAIR	2022.107	3,947.46
1537842	MILLER CANFIELD PADDOC	GENERAL EMPLOYMENT MATTERS		142.50
87691	MUZZALL GRAPHICS	A/P CHECK STOCK		639.90
11052021	POTTER, MATTHEW	MEAL REIMBURSEMENT		32.28
11032021	QUADIENT FINANCE USA,	ACCT: 7900044055829307 - POSTAGE		3,000.00
10351	REVORE LAW FIRM, P.L.C	MONTHLY SERVICES - OCTOBER		11,720.00
11/11/2021	SAVAGE, JOSEPH	UB refund for account: 3005960033		61.10
11042021	SMTIH, JANET	SECURITY DEPOSIT REFUND		582.00
68166	SPECTRUM PRINTERS INC	E7 & E8 ENVELOPES		477.86
1638511333	STAPLES BUSINESS CREDI	CREDIT ACCT # 302063		1,565.27
11/11/2021	TAYLOR, BRIAN	UB refund for account: 502710018		112.81
89	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$106/2022.017		3,180.00
11/11/2021	TOY BARN, LLC	UB refund for account: 101040104		28.83
10296	VRIESMAN & KORHORN	ENGINEERING SERVICES FOR INDUSTRIAL ROAD	2022.010	19,756.00
11042021	WOOD, TIFFANY	SECURITY DEPOSIT REFUND		200.00
GRAND TOTAL:				69,852.65

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 11/19/2021 - 11/19/2021
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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
11/18/2021	ALISSA PORTER	UB refund for account: 1517		50.00
11182021	ARNOLD, GEORGE	BOOT & OUTERWEAR REIMBURSEMENT		358.83
287290494544x11142	AT&T	ACCT 287290494544		42.50
2697819011/21	AT&T	ACCT 26978190705731		79.55
269781843111/21	AT&T	ACCT 26978184317469		37.16
269789901111/21	AT&T	ACCT 26978990115991		75.03
269781949211/21	AT&T	ACCT 26978194925947		95.63
201363101041	CONSUMERS ENERGY	ACCT 103015800248		287.09
201541043586	CONSUMERS ENERGY	ACCT 100009163708		81.76
201541043587	CONSUMERS ENERGY	ACCT 100009163971		411.38
202075008840	CONSUMERS ENERGY	ACCT 100090336411		61.13
205812574095	CONSUMERS ENERGY	ACCT 100089211096		595.90
203231903675	CONSUMERS ENERGY	ACCT 100007594680		317.03
207146456342	CONSUMERS ENERGY	ACCT 100000335602		2,514.94
206880100072	CONSUMERS ENERGY	ACCT 100072243312		318.12
201541043585	CONSUMERS ENERGY	ACCT 100009163435		259.03
202964886608	CONSUMERS ENERGY	ACCT 100009163203		125.53
104452	CRT, INC	WARRANTY		1,340.00
104416	CRT, INC	MONTHLY CLOUD STORAGE		1,433.74
21-3529	ELECTION SOURCE	ANNUAL TABULATOR MODEM CELLULAR SERVICE		100.00
91622110	FIRST ADVANTAGE RESIDE	RESIDENT SCREENING		79.00
11192021	FREDONIA TOWNSHIP	ACT 425		491.18
124705	GIFFELS WEBSTER	ZONING ORDINANCE UPDATES		1,119.00
10272021	GROENEVELD, ANDREW	MEAL REIMBURSEMENT - TRIAL		15.00
11/18/2021	JENNIFER MAKI	UB refund for account: 1207		43.40
120076	L.D. DOCSA ASSOCIATES	WWTP CLARIFIER REHABILITATION CONSTRUCTIO	2022.008	74,855.88
11192021	MARENGO TOWNSHIP	425 AGREEMENT		5,073.89
11092021CR	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 4860 - CHRISTY RAMEY		1,253.96
11092021JM	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 9156 - JUSTIN MILLER		415.74
11092021COFM	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 3431 - CITY OF MARSHA		709.32
11092021EZ	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 2217 - ERIC ZUZGA		248.79
11192021	MARSHALL TOWNSHIP	ACT 425		50,741.06
11192021	MICHIGAN MUNICIPAL EXE	2022 MEMBERSHIP - T. TARKIEWICZ		145.00
11182021	MICHIGAN STATE FIREMEN	2022 MEMBERSHIP - GREG MCCOMB		75.00
11/18/2021	MIKE FULLER	UB refund for account: 2403480003		134.16
11092021	MILLER, KATHY	F. MARKET - REIMBURSEMENT, CERTIFIED MAI		48.08
87705	MUZZALL GRAPHICS	DEPOSIT SLIPS		283.28
87711	MUZZALL GRAPHICS	PAYROLL LASER CHECKS		228.46
NNS26718	NEONOVA NETWORK SERVICI			1,000.00
NNS27077	NEONOVA NETWORK SERVICI	ISP TECH SUPPORT		1,000.00
11122021	QUALITY EXCAVATORS, INC	REFUND FOR ROAD BREAK BOND - SCHULER'S R		500.00
11122021	SHELDON, PAUL	INPECTIONS 8/1-11/12/2021		250.00
11042021	STATE OF MICHIGAN - MD	2021 SMALL URBAN PROJECT (CITY'S PORTIO	2022.069	131,003.67
233234	TELNET WORLDWIDE	ACCT 8948		2,641.41
1622	THE WOODHILL GROUP, LL	FINANCE & ACCTG SERVICES FY2022	2022.011	6,043.75
90	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$106/2022.017		2,544.00
11/18/2021	VANSICKLE, CHELA	UB refund for account: 502200025		79.23
9891918707	VERIZON WIRELESS	ACCT 987146080-00001		1,360.22
73093	WIGHTMAN & ASSOCIATES,	OLIVER ROAD PIPELINE LOCATION DEPTHS		5,198.00
74293995	WINDSTREAM	ACCT 205599191		65.97
10292021	WOW! BUSINESS	ACCT 014226414		126.49
11022021	WOW! INTERNET-CABLE-PH	ACCT 010040764		1,363.00
GRAND TOTAL:				297,720.29

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 11/24/2021 - 11/24/2021
 UNJOURNALIZED
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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
390296	AD-VISOR & CHRONICLE	OCT ADS		807.61
15807	BURNHAM & FLOWER INSUR	PUBLIC RISK INS. - AIRPORT		730.00
757239	CHR SOLUTIONS	MANAGED IT SERVICES - NOVEMBER		8,242.00
107904B	CLEANCUT	TUB INSERTS		1,130.00
110190	COMARK	CHLORINE BUILDING REPLACEMENT TOUCHSCREE	2021.200	2,695.00
205278655226	CONSUMERS ENERGY	ACCT 103013521119		20.47
202430979253	CONSUMERS ENERGY	ACCT 103018520884		551.21
2501052110	FIRST ADVANTAGE LNS OC	ACCT 866466 - MEYER, S.		138.28
277	HOME PRIDE CLEANING	CLEANING SERVICES		123.00
11102021	KENNETH FINNEY	MILEAGE/PARKING - STATE LICENSE EXAM		57.52
201936.10-2211035	LAWSON-FISHER ASSOCIAT	ENGINEERING FOR THE HYDRO ELECTRIC DAM R	2020.169	15,352.62
202123.00-2211073	LAWSON-FISHER ASSOCIAT	2021 NUISANCE PLANT MONITORING	2021.355	2,015.97
21-0045	MARSHALL AREA FIRE FIG	CPR TRAINING		225.00
21-0044	MARSHALL AREA FIRE FIG	CPR TRAINING		270.00
21-0042	MARSHALL AREA FIRE FIG	CPR TRAINING		405.00
21-0046	MARSHALL AREA FIRE FIG	CPR TRAINING		270.00
11092021TT	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 7681 - TOM TARKIEWICZ		480.46
11092021TS	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 2922 - THERESA SEARS		515.18
11092021JL	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 3280 - JOSHUA LANKERD		199.00
11042021	MCDONALD, SCOTT	REIMBURSEMENT - MEALS - FIRE ACCREDITATI		70.72
M500-102	MEDALLION MANAGEMENT	MANAGEMENT CONSULTING FEE FOR MARSHALL H	2022.105	4,800.00
23581	MICHIGAN MUNICIPAL LEA	CDL CONSORTIUM DRIVERS FEE		2,000.00
2020-02523	MICHIGAN RURAL WATER A	MEMBERSHIP - D. JOHNSON		625.00
11092021	OAKLAWN HOSPITAL	DRUG SCREEN - TORREY, D.		40.00
AR001663	SCHULER'S RESTAURANT	CATERED MEAL		242.46
7101-0 B	SHERWIN-WILLIAMS	PAINT		41.59
10292021	THOMAS NEIDLINGER MD	ACCT 127260 - DOT PHYSICAL - TORREY, D.		75.00
91	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$106/	2022.017	2,332.00
11102021	WEBERLING, ERIC	MILEAGE/PARKING ~ STATE LICENSE EXAM		59.52
75685995	WEX BANK	ACCT 0470-00-462076-1		10,570.95
2927852	XEROX FINANCIAL SERVIC	LEASE PAYMENT		1,253.95
GRAND TOTAL:				56,339.51



ADMINISTRATIVE REPORT
December 6, 2021 – CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council Members

FROM: Tom Tarkiewicz, City Manager
Eric Zuzga, Director of Community Services
Marguerite Davenport, Director of Public Services
William Dopp, Assistant Finance Director

SUBJECT: Updated LDFA TIF and Development Plan

BACKGROUND: In 2005, the City Council approved an update to the original TIF and Development Plan. Due to the funding proposed for the upcoming Brooks electric substation, an update to the LDFA TIF and Development Plan was deemed necessary.

The following updates were included in the plan for your consideration:

Updates to comply with Section 415 of Act

- Added language in section C to identify FiberNet as an infrastructure option in the LDFA
- Section D- Extending the term of the plan until 2046 from the current end date in 2028 to allow for bonding for the substation and added language expanding on the various infrastructure categories that are eligible for funding
- Section E- added electric substation and sewer lift station on former Udell property as eligible projects.
- Section H- added the extension of Oliver Drive
- Section I- added substation and referenced an updated Exhibit B

Updates to comply with Section 413 of Act:

- Section E- debt limit increased to \$10 million or the level that tax increment revenues will allow from \$2,670,000 in the 2005 plan
- Section F- the LDFA does not have any debt currently and the plan was amended to this fact
- Section H- Expiration date of plan extended until 2046 from the current date in 2028
- Section K- jobs updated to 2021 counts

Exhibits B, D, and E are all updated to address the change in circumstance since the plan was updated in 2005.

RECOMMENDATION: After discussion and any requested changes or additions, it is recommended that the City Council approve the updated plan.

FISCAL EFFECTS: None anticipated at this time.

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Respectfully submitted,



Tom Tarkiewicz
City Manager



Eric Zuzga
Director of Community Services



Marguerite Davenport
Director of Public Services



William Dopp
Deputy Director of Finance

CITY OF MARSHALL, MICHIGAN

RESOLUTION #2021-

**RESOLUTION APPROVING AMENDMENTS TO THE
DEVELOPMENT PLAN AND TAX INCREMENT FINANCING PLAN
OF THE LOCAL DEVELOPMENT FINANCE AUTHORITY**

A RESOLUTION TO APPROVE:

- Amendment to LDFA Plan to add construction and financing of an electric substation.

WHEREAS, the City of Marshall, County of Calhoun, State of Michigan (the "City") previously established the Local Development Finance Authority of the City of Marshall (the "Authority") under the provisions of Act No. 281, Public Acts of Michigan, 1986 ("Act 281"); and

WHEREAS, Act 281 was repealed and replaced by the Recodified Tax Increment Financing Act, Act No. 57, Public Acts of Michigan, 2018 ("Act 57"); and

WHEREAS, the Authority previously approved a Development Plan, as amended (the "Development Plan") and a Tax Increment Financing Plan, as amended (the "Tax Increment Financing Plan") pursuant to which the Authority has financed infrastructure and other public facilities in the Authority's development area; and

WHEREAS, the Authority intends to acquire and construct additional public facilities (as defined in Part 4 of Act 57) comprised of an electric substation, and other public facilities, in the Authority's development area, together with any appurtenances and attachments thereto and any related site improvements (collectively, the "Project"); and

WHEREAS, the Authority intends to finance the Project through the issuance of tax increment revenue bonds, and to repay the bonds from tax increment revenues collected under the Tax Increment Financing Plan; and

WHEREAS, the Authority has prepared the Plan Amendments presented herewith (the "Plan Amendments") in order to add construction and financing of the Project and to extend the term of the Development Plan and Tax Increment Financing Plan; and

WHEREAS, the City Council has given the taxing jurisdictions levying taxes subject to capture an opportunity to meet with the City Council and to express their views and recommendations regarding the Plan Amendments; and

WHEREAS, the City Council held a public hearing on the Plan Amendments as required by Part 4 of Act 57.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Public Purpose. The City Council hereby determines that the Development Plan and Tax Increment Financing Plan as amended by the Plan Amendments constitutes a public purpose.

2. Review of Plans. As required by Part 4 of Act 57, the City Council has taken the following considerations into account in reviewing the Development Plan and Tax Increment Financing Plan as amended by the Plan Amendments:

(a) The Development Plan meets the requirements set forth in Section 415(2) of Part 4 of Act 57, and the Tax Increment Financing Plan meets the requirements of Part 4 of Act 57 as set forth in section 412(1), (2) and (3).

(b) The proposed method of financing the public facilities is feasible and the Authority has the ability to arrange the financing.

(c) The development is reasonable and necessary to carry out the purposes of Part 4 of Act 57.

(d) The estimate of the Captured Assessed Value (as defined in Part 4 of Act 57) to result from adoption of the amendments to the Development Plan and Tax Increment Financing Plan is reasonable.

(e) The land to be acquired under the Development Plan, if any, is reasonably necessary to carry out the purposes of the Development Plan and the purposes of Part 4 of Act 57.

(f) The Development Plan is in reasonable accord with the approved master plan of the City.

(g) Public services, such as fire and police protection and utilities, are or will be adequate to service the property described in the Development Plan.

(h) Changes in zoning, streets, street levels, intersections, and utilities, to the extent required by the Development Plan, are reasonably necessary for the Project and for the City.

3. Approval and Adoption of Plan Amendments. The City Council hereby approves and adopts the Plan Amendments as submitted by the Authority. The City Clerk is hereby directed to make and preserve a record of the public hearing, including all data presented at the public hearing, and to maintain on file in the City Clerk's office a copy of the Development Plan and Tax Increment Financing Plan as amended by the Plan Amendments.

4. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

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, State of Michigan, at a Regular Meeting on December 6, 2021, at 7:00 p.m. Eastern Time, 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, that the minutes of said meeting were kept and will be or have been made available as required by said Act 267.

I further certify that the following Members were present at said meeting: _____

_____ and that the following Members were absent:

I further certify that Member _____ moved for adoption of said resolution and that Member _____ supported said motion.

I further certify that the following Members voted for adoption of said resolution: _____

_____ and that the following Members voted against adoption of said resolution: _____.

Trisha Nelson
City Clerk



ADMINISTRATIVE REPORT
December 6, 2021 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council Members
FROM: Trisha Nelson, Planning and Zoning Administrator
Tom Tarkiewicz, City Manager
SUBJECT: Public Hearing to consider changes to the Zoning Ordinance and Code of Ordinances to repeal Hoop Houses and to prohibit such use

BACKGROUND: The purpose of the proposed ordinance amendments is to repeal Hoop Houses to prohibit the use. On December 7, 2020, City Council approved the changes to the Zoning Ordinance and Code of Ordinances to allow Hoop Houses and defined the use standards.

After receiving further complaints regarding marihuana odors and review of the Hoop House building and structural materials being temporary, thinly constructed, and translucent, such may likely exacerbate an unreasonable marihuana odor situation. Also, given the fact that Hoop Houses may occupy significant land acreage that will result in reduced land use development and reduced taxable values. City Staff recommended the amendment to the Zoning Ordinance, as well as the General Law Ordinance to repeal "Hoop Houses" and to prohibit such uses.

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

Planning Commission held a public hearing regarding the proposed zoning ordinance amendment on Wednesday, November 10, 2021 and unanimously recommended approval by City Council.

MOTION by McNiff, supported by Burke Smith, to recommend Zoning Ordinance Amendment to repeal "Hoop Houses" and to prohibit such use to City Council. On a voice vote; MOTION CARRIED.

RECOMMENDATION: After hearing public comment, It is recommended that the City Council consider the recommendation to approve the Zoning Ordinance amendment and Code of Ordinances Amendment to repeal Hoop Houses and to prohibit such use in the City of Marshall.

FISCAL EFFECTS: None at this time.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

Trisha Nelson
Planning and Zoning Administrator

Tom Tarkiewicz
City Manager

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CITY OF MARSHALL, MICHIGAN

ORDINANCE #2021-____

AN ORDINANCE TO AMEND THE CITY OF MARSHALL ZONING CODE, TO REPEAL CERTAIN SECTIONS OF ORDINANCE NO. 2020-14; TO AMEND CHAPTER 2.0, DEFINITIONS, SECTION 2.2, AND CHAPTER 4.0 USE STANDARDS, SECTION 4.16, COMMERCIAL GREENHOUSES, NURSERIES AND GARDEN CENTERS. 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 Ordinance and Ordinance No. 2020-14 to repeal “Hoop Houses” and delete all such use reference thereto, and to prohibit such “Hoop House” use within the City limits of the City of Marshall and on property that the City controls under an interlocal governmental agreement.

It is the intent of this Ordinance to provide for the health, safety and welfare of the citizens of Marshall so that quality of life is not impaired, neighborhood character is preserved, and positive planned land use developed.

Section 2. “Hoop House” and Hoop House Use Repealed; Hoop Houses Prohibited. The City Zoning Ordinance and its amending ordinances are hereby and shall be amended to repeal “Hoop Houses” and to prohibit such “Hoop House” use within the City limits of the City of Marshall and on property that the City controls under an interlocal governmental agreement.

Section 3. That Chapter 2.0, Definitions of the Marshall City Zoning Code, Section 2.2 “Definitions”, is hereby and shall be amended as follows:

Hoop House. A temporary structure used exclusively for the production and storage of live plants, with no permanent anchoring system or foundation; no storage, temporary or otherwise, of solvents, fertilizers, gases or other chemicals or flammable materials; built according to manufacturer recommendations; no more than 18 feet maximum height. **Notwithstanding this definition, Hoop Houses and such use are prohibited within the City limits of the City of Marshall and prohibited on property that the City controls under an interlocal governmental agreement.**

Section 4. That Chapter 3.0, Zoning Districts of the Marshall City Zoning Code, Section 3.1.12 “I-1 Research and Technical District”, is hereby and shall be amended to delete “hoop houses” from Chapter 3.0, Zoning Districts of the Marshall City Zoning Code, Section 3.1.12 “I-1 Research and Technical District” as follows:

- v. Commercial greenhouses, ~~hoop houses~~, nurseries, and garden centers.

Section 5. That Chapter 4.0 Use Standards of the Marshall City Zoning Code, Section 4.16 “Commercial Greenhouses, Nurseries and Garden Centers”, is hereby and shall be amended to delete “Hoop Houses” and such use and reference from Chapter 4.0 Use Standards of the Marshall City Zoning Code, Section 4.16 as follows:

~~Hoop Houses and~~ Commercial Greenhouses for marihuana cultivation are permitted as special land uses in the I-1 district with no limits on square footage.

1. ~~Hoop House. The following shall apply:~~

~~A. Setbacks shall be 1500 feet from any residential structure, 250 feet from the road right of way centerline, and 50 feet from any rear or side property line.~~

~~B. Limited duration not to exceed three (3) years.~~

~~C. If a Hoop House contains any device subject to the electrical code or any mechanical equipment subject to the mechanical code, a permit shall be required for the device, system or fixture only. If the hoop house is connected to a potable water system, a permit shall be required for the backflow prevention devices only.~~

2. Commercial Greenhouse. The following shall apply:

A. Setbacks shall be required under Section 3.1.12(D).

3. ~~Hoop House and~~ Commercial Greenhouse cultivation of marihuana. The following shall apply:

A. Comply with applicable LARA/MRA rules and regulations, City ordinances and City Zoning Ordinance.

B. Subject to a Special Land Use permit under Section 6.2, permit and for special conditions as may be necessary based upon the uniqueness of the property, subject to a public hearing, review and recommendation by the Planning Commission, and approval by the City Council in accordance with the procedures and conditions specified in Section 6.2. of the Zoning Ordinance. A Special land Use permit may be revoked or rescinded by the City Council for violation of the SUP, City ordinance, Zoning Ordinance, or state law and regulations, after notice to the SUP holder and hearing.

C. As permitted in this section, the area containing the cultivation of marihuana plants must be completely confined and enclosed in a ~~Hoop House or~~ Commercial Greenhouse made of durable construction to

include metal framing materials and durable ~~translucent material on all sides and top of a Hoop House, or glass,~~ building materials that may include glass-like or translucent material on all sides and top of a Commercial Greenhouse. ~~Hoop Houses and~~ Commercial Greenhouses may not exceed 18 feet maximum height.

- D. ~~Hoop Houses and~~ Commercial Greenhouses must be located on the parcel of the grower establishment or facility, fully enclosed by property security fencing. Security fencing must be at a minimum of eight (8) feet in height.
- E. Site Plan approval. ~~Hoop Houses and~~ Commercial Greenhouses are subject to site plan review and must receive approval.
- F. Screening shall comply with Section 5.15.8, and also include the means, including walls and plantings, to accomplish complete visual screening from the road right-of-way and adjacent property. ~~Hoop Houses and~~ Commercial Greenhouses must have greenbelt barriers that block outside visibility of the marihuana plants from the public view, with no marihuana plants growing outside the top of the ~~Hoop House or~~ Commercial Greenhouse nor above the fence and barrier that is visible to the public eye and the fences must be secured and comply with the applicable security measures in City ordinances and LARA/MRA rules and regulations, including but not limited to, locked entries only accessible to authorized persons or emergency personnel.
- G. After the marihuana is harvested, all drying, trimming, curing, or packaging of marihuana must occur inside a permanent building meeting all the requirements of City ordinance, state statute, codes and LARA/MRA rules and regulations.
- H. ~~Hoop Houses and~~ Commercial Greenhouses must meet the security requirements and pass inspections required under City ordinance and LARA/MRA rules and regulations and any necessary building permit pursuant to City ordinance, state statute, code and LARA/MRA rules and regulations.
- I. Odor Control. A grower or a processor shall install and maintain in operable condition a system which precludes the emission of unreasonable marihuana odor from the property.

Section 6. 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 thereof.

Section 7. 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, and all other provisions of the Marshall Zoning Ordinance shall remain in full force and effect.

Section 8. Savings. All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this Ordinance takes effect are saved and may be consummated according to the law in force when they were commenced.

Section 9. Publication. 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 10. Code Edits. That the editors of the Marshall Zoning Code are hereby authorized to update and revise the Marshall Zoning Code to effectuate the provisions of this Ordinance.

Section 11. Effective Date. 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, MICHIGAN

Ordinance No. 2021-_____

PREAMBLE

AN ORDINANCE TO AMEND ORDINANCE NO. 2019-06, AS AMENDED, TO REPEAL THE CULTIVATION OF MARIHUANA IN HOOP HOUSES; TO AMEND SECTIONS “DEFINITIONS”, “LOCATION AND ELIGIBILITY”, AND “MARIHUANA CULTIVATION”; TO AMEND ANY SECTIONS INCONSISTENT WITH ORDINANCE NO. 2019-06, AS AMENDED; AND TO ESTABLISH AN EFFECTIVE DATE AS PROVIDED BY LAW.

The City of Marshall, Michigan Ordains:

§ 1. PURPOSE. The purpose of this Ordinance is to amend City Ordinance 2019-06, as amended, and the Code of Ordinances of the City of Marshall, Title XI Business Regulations, Chapter 121, Commercial Marihuana, as amended, to repeal “Hoop Houses” and delete all such use reference thereto, and to prohibit such “Hoop House” use within the City limits of the City of Marshall and on any property that the City controls under an interlocal governmental agreement.

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.

§ 2. “HOOP HOUSES” REPEALED AND PROHIBITED. That all sections of Ordinance # 2019-06, as amended, and the Code of Ordinances of the City of Marshall, Title XI Business Regulations, Chapter 121, Commercial Marihuana, as amended, shall repeal “Hoop Houses” and all such “Hoop House” cultivation use and reference to, and to prohibit such “Hoop House” cultivation use within the City limits of the City of Marshall and on any property that the City controls under an interlocal governmental agreement.

§ 3. DEFINITIONS. That Ordinance # 2019-06, as amended, Section “DEFINITIONS” and the Code of Ordinances of the City of Marshall, Title XI Business Regulations, Chapter 121, Commercial Marihuana, as amended, is hereby amended to repeal “Hoop Houses” and such use to read as follows:

§ **DEFINITIONS.** Section “DEFINITIONS” is hereby amended and shall repeal and delete “Hoop Houses” as follows:

HOOP HOUSE. A temporary structure used exclusively for the production and storage of live plants, with no permanent anchoring system or foundation; no storage, temporary or otherwise, of solvents, fertilizers, gases or other chemicals or flammable materials; built according to manufacturer recommendations; no more than 18 feet maximum height. **Notwithstanding this definition, Hoop Houses and such use are prohibited within the City limits of the City of Marshall and prohibited on any property that the City controls under an interlocal governmental agreement.**

§ 4. **LOCATION AND ELIGIBILITY.** Section “LOCATION AND ELIGIBILITY” is hereby amended and shall repeal and delete “Hoop Houses” as follows:

(D) Marihuana Establishment licenses permitted under this Ordinance are governed by type and location requirements, as follows:

(1) Marihuana Grower License:

b. All grower establishments and operations must be within an enclosed, secured structure, and cultivation of marihuana may occur in an outdoor area confined to a “commercial greenhouse” ~~or “hoop house”~~ that must meet all the following conditions:

- i. Comply with applicable state law, rules and regulations, and City ordinances and City Zoning Ordinance.
- ii. Cultivation of marihuana in a commercial greenhouse ~~or hoop house~~ is only permitted and subject to a Special Land Use for special conditions (special land uses) in the identified Industrial District subject to the provisions of the City’s Zoning Ordinance. A Special land Use permit may be revoked or rescinded by the City Council for violation of the Special Land Use permit, City ordinance, Zoning

Ordinance, or state law and regulations, after notice to the permit holder and hearing.

- iii. Cultivation of marihuana in a commercial greenhouse ~~or hoop house~~ must be concealed from public view and must be completely confined and enclosed in a commercial greenhouse ~~or hoop house~~ ~~made of durable translucent material on all sides and top of a hoop house, or~~ constructed of commercial grade building construction materials, that may include glass, glass-like or translucent material (but not plastic) on all sides and top of a commercial greenhouse, as required under applicable building and construction codes. ~~Hoop houses and~~ Commercial greenhouses may not exceed 18 feet maximum height.
- iv. Commercial greenhouses ~~and hoop houses~~ must be located on the parcel of the licensed grower facility/establishment, fully enclosed by security fencing and barriers that block outside visibility of the commercial greenhouse, ~~hoop house~~, and marihuana plants from the public view to accomplish complete screening from the road right-of-way and adjacent property. No marihuana plants may grow outside the top of the commercial greenhouse ~~or hoop house~~ and must not be visible above the fence and barrier that is visible to public view. Fencing must comply with the applicable security measures and fencing requirements under city ordinance and LARA/MRA rules, including but not limited to, locked entries only accessible to authorized persons or emergency personnel. Security fencing must be at a minimum of eight (8) feet in height.
- v. After the marihuana is harvested, all drying, trimming, curing, or packaging of marihuana must occur inside a permanent building meeting all the requirements of City ordinance, state statute, codes and LARA/MRA rules and regulations.
- vi. **Commercial Greenhouses** ~~and hoop houses~~ must meet the security requirements and pass the inspections in this ordinance and

LARA/MRA rules and any required building and electrical permit pursuant to City ordinance, state statute and LARA/MRA rules.

- vii. Commercial greenhouses ~~and hoop-houses~~ shall meet setback requirements of the City's Zoning Ordinance.
- viii. Odor Control. A grower or a processor shall install and maintain in operable condition a system which precludes the emission of unreasonable marihuana odor from the property.

- i. All buildings, commercial greenhouses, ~~hoop-houses~~, and structures shall be subject to inspection at any time by the City Fire Department to insure compliance with all applicable statutes, codes and ordinances.

§ 5. MARIHUANA CULTIVATION. Section "MARIHUANA CULTIVATION" is hereby amended and shall repeal and delete "Hoop Houses" as follows:

(A) Cultivation, generally.

- (1) Marihuana cultivation shall be conducted consistent with this Ordinance, the MRTMA, including but not limited to MCL 333.27961, and any LARA rules, within an enclosed, secured structure, and as permitted in a commercial greenhouse ~~or hoop-house~~ under city ordinances and **subject to a Special Land Use permit**; and

§ 6. 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 thereof.

§ 7. 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, and all other provisions of the Marshall Ordinances shall remain in full force and effect.

§ 8. **SAVINGS.** All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this Ordinance takes effect are saved and may be consummated according to the law in force when they were commenced.

§ 9. **PUBLICATION.** 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.

§ 10. **CODE EDITS.** That the editors of the Marshall Zoning Code are hereby authorized to update and revise the Marshall Zoning Code to effectuate the provisions of this Ordinance.

§ 11. **EFFECTIVE DATE.** 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
December 6, 2021 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council Members

FROM: Tom Tarkiewicz, City Manager
 Karen Lancaster, Interim Finance Director
 William Dopp, Deputy Finance Director/Treasurer

SUBJECT: Approval of new repayment schedule of Fibernet advances from other funds

BACKGROUND: In March of 2017, the City Council approved the Fiber plan which included borrowing money from other funds (General Fund, Electric Fund, Wastewater Fund and the LDFA) to help construct the assets of the Fiber to the Premises Fund. In total, \$4.2 million was advanced to the Fiber fund at 2% interest as follows:

	Advances to FiberNet				Total
	LDFA	General Fund	Wastewater	Electric	
	\$ 1,000,000.00	\$ 1,000,000.00	\$ 500,000.00	\$ 1,700,000.00	\$ 4,200,000.00
Accrued Interest through 6/30/21	\$ 85,000.00	\$ 85,000.00	\$ 42,500.00	\$ 94,166.67	\$ 306,666.67

To date, no payments have been from the Fibernet Fund to the other funds. The original agreements had payment plans which the fund was not able to meet due to cash flow issues. In addition, this fund has a deficit elimination plan with the State of Michigan.

With the rate increase that was effective in March of 2021, the fund will be able to generate enough positive cash flow to begin repaying the funds over the next 16 years. Rather than paying each fund proportionately, staff has calculated a schedule that repays the Electric Fund first, then the LDFA, Wastewater and General Funds in succession. The reason for this is due to the cash flow needs of the Electric fund. The other funds will continue to earn interest at 2% on the outstanding advance. A 2% interest rate is above the rate of a 10-year Treasury note and remains a competitive interest rate for the other funds' investment.

The new debt schedule will look like this:

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 Marshall, MI 49068
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 cityofmarshall.com

	Advances to FiberNet				Total
	L DFA	General Fund	Wastewater	Electric	
	\$ 1,000,000.00	\$ 1,000,000.00	\$ 500,000.00	\$ 1,700,000.00	\$ 4,200,000.00
Accrued Interest through 6/30/21	\$ 85,000.00	\$ 85,000.00	\$ 42,500.00	\$ 94,166.67	\$ 306,666.67
Accrued Interest to Start of Payments	\$ 120,000.00	\$ 240,000.00	\$ 100,000.00		\$ 460,000.00
Total Owed	\$ 1,205,000.00	\$ 1,325,000.00	\$ 642,500.00	\$ 1,794,166.67	\$ 4,966,666.67
Debt Payments by Fund					Total
1 FY2022				\$334,911.11	\$ 334,911.11
2 FY2023				\$328,930.56	\$ 328,930.56
3 FY2024				\$322,950.00	\$ 322,950.00
4 FY2025				\$316,969.45	\$ 316,969.45
5 FY2026				\$310,988.89	\$ 310,988.89
6 FY2027				\$305,008.33	\$ 305,008.33
7 FY2028	\$325,350.00				\$ 325,350.00
8 FY2029	\$319,325.00				\$ 319,325.00
9 FY2030	\$313,300.00				\$ 313,300.00
10 FY2031	\$307,275.00				\$ 307,275.00
11 FY2032				\$334,100.00	\$ 334,100.00
12 FY2033				\$327,675.00	\$ 327,675.00
13 FY2034		\$357,750.00			\$ 357,750.00
14 FY2035		\$351,125.00			\$ 351,125.00
15 FY2036		\$344,500.00			\$ 344,500.00
16 FY2037		\$337,875.00			\$ 337,875.00

RECOMMENDATION: It is recommended for City Council to pass the resolution setting the new debt service schedule for the repayment of the advances from Fibernet to the Electric, Wastewater, LDFA and General Funds.

FISCAL EFFECTS: None

ALTERNATIVES: As suggested by Council.

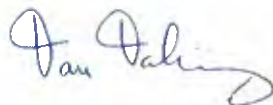
Respectfully Submitted,



Karen Lancaster
Interim Finance Director



William Dopp
Deputy Finance Director



Tom Tarkiewicz
City Manager

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

WHEREAS, in March of 2017, the City Council voted to fund the construction of the Fibernet system with advances of money from various City funds;

WHEREAS, the City of Marshall's FiberNet Fund has agreements to repay advances from the General Fund, Electric Fund, Wastewater Fund and the LDFA with a 2% simple interest rate; and

WHEREAS, the FiberNet Fund has been unable to make payments in accordance with those agreements due to cash flow issues; and

WHEREAS, the FiberNet Fund is in the third year of a five-year deficit elimination plan with the Michigan Department of Treasury; and

WHEREAS, a restructuring of the advances owed to other funds was necessary to ensure payments are being made on a timely, consistent basis;

WHEREAS, the LDFA approved the loan restructuring outlined below at their November 2021 meeting;

NOW THEREFORE BE IT RESOLVED, that the City of Marshall Council adopts the following **FiberNet Fund** advance repayment plan using a 2% simple interest rate:

	Advances to FiberNet				Total
	LDFA	General Fund	Wastewater	Electric	
	\$ 1,000,000.00	\$ 1,000,000.00	\$ 500,000.00	\$ 1,700,000.00	\$ 4,200,000.00
Accrued Interest through 6/30/21	\$ 85,000.00	\$ 85,000.00	\$ 42,500.00	\$ 94,166.67	\$ 306,666.67
Accrued Interest to Start of Payments	\$ 120,000.00	\$ 240,000.00	\$ 100,000.00		\$ 460,000.00
Total Owed	\$ 1,205,000.00	\$ 1,325,000.00	\$ 642,500.00	\$ 1,794,166.67	\$ 4,966,666.67
	Debt Payments by Fund				Total
1 FY2022				\$334,911.11	\$ 334,911.11
2 FY2023				\$328,930.56	\$ 328,930.56
3 FY2024				\$322,950.00	\$ 322,950.00
4 FY2025				\$316,969.45	\$ 316,969.45
5 FY2026				\$310,988.89	\$ 310,988.89
6 FY2027				\$305,008.33	\$ 305,008.33
7 FY2028	\$325,350.00				\$ 325,350.00
8 FY2029	\$319,325.00				\$ 319,325.00
9 FY2030	\$313,300.00				\$ 313,300.00
10 FY2031	\$307,275.00				\$ 307,275.00
11 FY2032			\$334,100.00		\$ 334,100.00
12 FY2033			\$327,675.00		\$ 327,675.00
13 FY2034		\$357,750.00			\$ 357,750.00
14 FY2035		\$351,125.00			\$ 351,125.00
15 FY2036		\$344,500.00			\$ 344,500.00
16 FY2037		\$337,875.00			\$ 337,875.00

BE IT FURTHER RESOLVED that the City of Marshall's Interim Finance Director is directed to begin repayments in accordance with this schedule effective immediately.

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 the 6th day of December, 2021.

Trisha Nelson, City Clerk

Date



ADMINISTRATIVE REPORT
December 6, 2021 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council Members

FROM: Tom Tarkiewicz, City Manager
Karen Lancaster, Interim Finance Director
William Dopp, Deputy Finance Director/Treasurer

SUBJECT: FiberNet Deficit Elimination Plan

BACKGROUND: The City is in the third year of a five-year deficit elimination plan with the State of Michigan Department of Treasury. The City is required to remedy the deficit at the end of the five-year period.

The plan outlined in the resolution shows years four and five for the FiberNet Fund with FY2022 showing the budget for this fiscal year as well as projected budget for the next fiscal year.

RECOMMENDATION: The recommendation is for City Council to approve deficit elimination plan for the FiberNet Fund and to direct the Finance Department to file the plan with the Michigan Department of Treasury.

FISCAL EFFECTS: None

ALTERNATIVES: As suggested by Council.

Respectfully Submitted,

Karen Lancaster
Interim Finance Director

William Dopp
Deputy Finance Director

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

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

WHEREAS, the City of Marshall's **FiberNet Fund** has an unrestricted net position deficit of \$4,401,667 on June 30, 2021; and

WHEREAS, Public Act 140, of 1971, as amended, requires that a Deficit Elimination Plan be formulated and approved by the City of Marshall, and filed with the Michigan Department of Treasury; and

WHEREAS, this is the third year of a five-year deficit elimination plan with the Michigan Department of Treasury; and

WHEREAS, the analysis below shows the City improving its Current Assets vs. Current Liabilities at the end of the fourth year meeting the State's requirements;

WHEREAS, the FiberNet Fund is still obligated to repay the loan advances from various City funds;

NOW THEREFORE BE IT RESOLVED, that the City of Marshall Council adopts the following as the City of Marshall **FiberNet Fund** Deficit Elimination Plan:

FIBERNET		
	4th year of Deficit Elimination Plan	5th year of Deficit Elimination Plan
	FY2022	FY2023
Unrestricted Net Position (Deficit) July 1	(4,401,667)	(4,059,409)
Revenue		
Residential Sales	995,000	995,000
Commercial Sales	173,000	173,000
Penalties Income	35,000	35,000
Interest	0	0
Miscellaneous Revenue	0	0
Total Revenue	1,203,000	1,203,000
Expenditures		
Salaries and Fringes	320,111	338,752
Material and Supplies/Rent	70,288	70,369
Contracted Services	212,000	216,240
Insurance	5,100	5,202
Maintenance	52,000	53,000
Administrative	25,600	20,500
Loan Interest	84,000	80,543
Depreciation	137,750	137,750
Other Expenses	56,834	68,894
Transfers Out	34,809	34,809
Total Expenditures	998,492	1,026,059
Add Back Depreciation	137,750	137,750
Unrestricted Net Position (Deficit) June 30	(\$4,059,409)	(\$3,744,718)
	4th year of Deficit Elimination Plan	5th year of Deficit Elimination Plan
	FY2022	FY2023
Current Assets - Current Liab. (Deficit)-not including accrued interest-July 1	\$113,743	\$456,001
Revenues	1,203,000	1,203,000
Expenditures	(998,492)	(1,026,059)
Add Back Depreciation	137,750	137,750
Current Assets - Current Liab. (Deficit)-not including accrued interest-June 30	\$456,001	\$770,692

BE IT FURTHER RESOLVED that the City of Marshall's Interim Finance Director is directed to submit the Deficit Elimination Plan to the Michigan Department of Treasury for certification.

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 the 6th day of December, 2021.

Trisha Nelson, City Clerk

Date



ADMINISTRATIVE REPORT
December 6, 2021 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council Members

FROM: Tom Tarkiewicz, City Manager
Karen Lancaster, Interim Finance Director
William Dopp, Deputy Finance Director/Treasurer

SUBJECT: Electric Deficit Elimination Plan

BACKGROUND: The City is in the third year of a five-year deficit elimination plan with the State of Michigan Department of Treasury. The City is required to remedy the deficit at the end of the five-year period.

The plan outlined in the resolution shows years four and five for the Electric Fund with projections from Courtney & Associates for the next two fiscal years. Please note this includes rate increases approved by the City Council. The State required the rate increase to be passed prior to the acceptance of the City's deficit elimination plan.

RECOMMENDATION: The recommendation is for City Council to approve deficit elimination plan for the Electric Fund and to direct the Finance Department to file the plan with the Michigan Department of Treasury.

FISCAL EFFECTS: None

ALTERNATIVES: As suggested by Council.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Karen Lancaster".

Karen Lancaster
Interim Finance Director

A handwritten signature in black ink, appearing to read "William C. Dopp".

William Dopp
Finance Director

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

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

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

WHEREAS, the City of Marshall's **Electric Fund** has an unrestricted net position deficit of \$3,136,362 on June 30, 2021; and

WHEREAS, Public Act 140, of 1971, as amended, requires that a Deficit Elimination Plan be formulated and approved by the City of Marshall, and filed with the Michigan Department of Treasury; and

WHEREAS, this is the third year of a five-year deficit elimination plan with the Michigan Department of Treasury; and

WHEREAS, the deficit elimination plan reflects the revenues and expenditures from the cost of service study by Courtney & Associates including a rate increase;

NOW THEREFORE BE IT RESOLVED, that the plan includes a 12% rate increase effective July 1, 2021 and an additional rate 11% increase effective July 1, 2022 as well as expenditure reductions to improve its financial position;

BE IT FURTHER RESOLVED that a plan for repayment of Fibernet Fund Advance of \$1,700,000 from the Electric Fund be executed as soon as possible;

BE IT FURTHER RESOLVED that the City of Marshall Council adopts the following as the City of Marshall **Electric Fund** Deficit Elimination Plan:

ELECTRIC		
	4th year of Deficit Elimination Plan	5th year of Deficit Elimination Plan
	FY2022	FY2023
Unrestricted Net Position (Deficit) July 1	(3,136,362)	(1,425,182)
Revenue		
Charges for Services	60,000	60,000
Residential Sales	3,813,886	4,115,678
Commercial Sales	4,321,033	4,710,063
Commercial Sales Marihuana	2,947,523	3,139,930
Industrial Sales	4,468,625	4,905,442
Street & Highway Lighting	57,141	57,487
Security & Resort Lighting	54,000	54,000
Penalties Income	64,105	64,105
Interest	20,000	20,000
Rents	6,401	6,401
Miscellaneous Revenue	104,381	104,381
Total Revenue	15,917,095	17,237,487
Expenditures		
Salaries and Fringes	2,792,239	2,900,720
Material and Supplies	343,401	353,703
Purchased Power	9,179,159	9,130,738
Contracted Services	419,852	432,448
Insurance	56,000	57,680
Other Services and Charges	402,733	414,815
Bond Interest	189,200	189,628
Depreciation	396,536	408,432
Transfers Out	823,331	823,331
Total Expenditures	14,602,451	14,711,495
Add Back Depreciation	396,536	408,432
Unrestricted Net Position (Deficit) June 30	(\$1,425,182)	\$1,509,242
Current Assets - Current Liab. (Deficit)-not including accrued interest-July 1		
	4th year of Deficit Elimination Plan	5th year of Deficit Elimination Plan
	FY2022	FY2023
Current Assets - Current Liab. (Deficit)-not including accrued interest-July 1	(\$2,244,230)	(\$533,050)
Revenues	15,917,095	17,237,487
Expenditures	(14,602,451)	(14,711,495)
Add Back Depreciation	396,536	408,432
Current Assets - Current Liab. (Deficit)-not including accrued interest-June 30	(\$533,050)	\$2,401,374

BE IT FURTHER RESOLVED that the City of Marshall's Interim Finance Director is directed to submit the Deficit Elimination Plan to the Michigan Department of Treasury for certification.

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 the 6th day of December, 2021.

Trisha Nelson, City Clerk

Date



ADMINISTRATIVE REPORT
December 6, 2021 – CITY COUNCIL MEETING

REPORT TO: Mayor and City Council
FROM: Tom Tarkiewicz, City Manager
Eric Zuzga, Director of Community Services
Marguerite Davenport, Director of Public Services
SUBJECT: Activation Zone Concept Plan

BACKGROUND: Earlier this year the DDA approved hiring Progressive AE to develop concept plans for the redevelopment of the parking lot between South Eagle and South Jefferson. These plans would address issues surrounding parking, a new social zone, and locations for garbage containers.

Attached is a memo from Progressive AE summarizing the process and the results from an Open House that was held on October 27th. While there were varying opinions on each issue discussed, the consensus of the attendees was to locate the garbage containers near Green Street (SW corner of parking lot); maximize parking on Green Street with the addition of angled parking; development of a social area that contains a pergola structure, seating, and landscape surrounding the area; and changing Jefferson St to a one-way street from Michigan Ave to Green Street (southbound traffic).

DDA supported the final concept plan at the November 18th meeting with recommendation that City Council approve. The motion from DDA was "approve the Activation Zone plan with the burying of utility lines along Green Street and for the City to explore finding another dumpster location off of Jefferson Street".

Once approved by City Council, staff will begin working on implementing the plan for the block based on the final concept and recommended additions. Staff anticipates making the changes to Green Street during the planned 2022 construction season, with some of the funding for this work coming from the existing street millage. DDA is interested in bonding for a portion of the work, and City staff will be looking into how to combine a DDA bond with other bonds within the City for efficiency.

RECOMMENDATION: After discussion and any requested changes or additions, it is recommended that City Council approve the plan and direct staff to proceed with a funding and construction plan. Future, detailed funding plans or construction contracts will be brought to Council for approval.

FISCAL EFFECTS: None anticipated at this time.

Respectfully submitted,

Tom Tarkiewicz
City Manager

Eric Zuzga
Director of Community Services

Marguerite Davenport
Director of Public Services

323 W. Michigan Ave.
Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

To: Marguerite Davenport, PE – Public Services Director
From: Tim Bradshaw, PE – Municipal Practice Leader
Date: November 5, 2021
Re: Activation Zone A-Z Public Engagement Summary and Recommendation
File No: 83260005.0
Copy: Eric Zuzga, Pete Lazdins

Over the last year, the City has received several questions surrounding parking, trash receptacle location, and social district locations. In response to these questions, the DDA and City determined that a hiring a third party to assist in the development of a plan to address these questions was necessary. In April of 2021 the City issued an RFP for engineering design services for reconstruction of Green Street and improvements to the adjacent parking lot. Upon receipt of proposals, City staff created a committee of downtown property owners and other interested parties, to assess the qualifications and choose a consultant to perform the design. Progressive AE, from Grand Rapids, MI, was chosen to be the most qualified. Over the last couple months this committee and City staff have worked with Progressive AE to develop several design options for the area. The area considered for improvements is outlined in the aerial image at right:

Progressive AE developed concepts for consideration and presented the concepts to the committee in late August. The committee provided feedback and direction to further refine the concepts. As a key project neighbor with both traffic operations and pedestrian safety in mind, the project team also met with Marshall Middle School leadership to ensure the project met the school district's needs.



The project concepts were refined and presented to the committee a second time on October 27th with approximately 15 key stakeholders in attendance in person with 8 additional virtually. Some of the key concepts that the project team desired specific direction and opinions on were:

1. Which parking layout along Green Street is most desirable?
2. Where should the communal dumpster serving the business districts in the social zone be located?
3. Which social zone layout meets the user's needs best?
4. How do you feel about changing Jefferson Street to 1-way southbound to increase parking?

Each concept was presented and a strong dialogue with the committee ensued during the presentation. After all concept information was shared, the committee was asked to vote on parking, dumpster location, and social zone layout to provide the project team some final data points on committee preferences. By a show of hands, each concept was voted upon and recorded.

Following the presentation to the committee, a 2-hour public open house was held from 4-6pm. Approximately another 15 community members attended the open house and were explained the different concepts and asked for their opinions on the 4 key questions. Votes from open house attendees were added to the votes from the community meeting.

Parking adjacent to the business district is important to the community. Several parking concepts were reviewed along Green Street. The voting was clear that maximizing parking needed to happen in the project with the understanding that mature trees would be lost to accommodate the added parking spaces. There was general consensus that relocating utility poles may not be worth the estimated cost of approximately \$100,000 to gain only 2 additional parking spaces on the south side of the street. Progressive's recommendation is to implement concept 1 for parking which maximizes angled parking but does not relocate the utility poles for a projected net gain of 20 additional parking spaces to the business district.

Three communal dumpster locations in the parking lot north of Green Street were also voted upon by the committee and open house attendees. Placing the dumpster enclosure in the southwest corner of the parking lot (letter F in the image) achieved clear consensus and is recommended by Progressive AE. Placing the dumpsters in this location provides ample distance away from the proposed social zone to keep any potential undesirable trash smells from negatively affecting the social zone experience.

The social zone layout desired by the committee and stakeholders was to have the proposed trees surrounding the tables rather than mixed into the social zone. A pergola style shade structure in the social zone was found to be desirable with electrical heating elements to extend the season the social zone may be desired to be used.



The project team also presented a southbound one-way concept along Jefferson Street between Michigan and Green Street for consideration. The one-way change would allow for angled parking on the East side of Jefferson Street resulting in approximately 11 additional parking spaces and was very well received by the committee and open house attendees. Should the City find need for additional parking, it seems clear the community would be in support of this change in traffic flow including Middle School leadership.

Upon approval by the City Commission of the recommendations from Progressive AE, the project will continue from the concept phase into final design with a goal of bidding the final plans in early 2022 for construction along Green Street in the summer of 2022. Funding is not yet finalized for the social zone area making a construction timeline for portion of the design less clear.

Please do not hesitate to contact me if you have any questions or concerns.

TME
 P:\83260005\01 ADMIN\A2 CORRESPONDENCE\Community Engagement Summary and Recommendation Memo.docx

CITY OF MARSHALL
WEST GREEN STREET RECONSTRUCTION
 Concept 1 - Conceptual Estimate
 Progressive | AE
 November 12, 2021

ITEM NO.	DESCRIPTION	QTY.	UNITS	UNIT PRICE		TOTAL
Green Street Reconstruction						
1	Mobilization, Max. 5%	1	LS	\$	17,100.00	\$ 17,100.00
2	Maintenance and Traffic Control	1	LS	\$	16,300.00	\$ 16,300.00
3	Audio Video Route Survey	1	LS	\$	2,500.00	\$ 2,500.00
4	Erosion Control Measures	1	LS	\$	1,250.00	\$ 1,250.00
5	Tree, Rem	18	EA	\$	300.00	\$ 5,400.00
6	Curb and Gutter, Rem	1460	FT	\$	15.00	\$ 21,900.00
7	Pavt, Rem	2278	SYD	\$	8.00	\$ 18,224.00
8	Driveway, Rem	324	SYD	\$	10.00	\$ 3,240.00
9	Sidewalk, Rem	148	SYD	\$	10.00	\$ 1,480.00
10	Sign, Rem, Salv & Reset	2	EA	\$	80.00	\$ 160.00
11	Sign, Rem	8	EA	\$	10.00	\$ 80.00
12	Machine Grading, Modified	6	STA	\$	1,500.00	\$ 9,375.00
13	Subgrade Undercutting, Type II	50	CYD	\$	20.00	\$ 1,000.00
14	Dr Structure Cover, Adj	2	EA	\$	350.00	\$ 700.00
16	Structure Cover, Adj	3	EA	\$	350.00	\$ 1,050.00
16	Underdrain, Subgrade, 6 inch	1220	FT	\$	5.00	\$ 6,100.00
17	Aggregate Base, 6 inch	4600	SYD	\$	9.00	\$ 41,400.00
18	Hand Patching	20	TON	\$	100.00	\$ 2,000.00
19	HMA, Leveling Course	500	TON	\$	90.00	\$ 45,000.00
20	HMA, Wearing Course	400	TON	\$	90.00	\$ 36,000.00
21	Driveway, HMA	7	TON	\$	90.00	\$ 630.00
22	Driveway, Concrete, Nonreinf, 8 inch	277	SYD	\$	65.00	\$ 18,005.00
23	Curb and Gutter, Conc, Valley Gutter	1220	FT	\$	22.00	\$ 26,840.00
24	Curb and Gutter, Conc, Det F3	240	FT	\$	20.00	\$ 4,800.00
25	Sidewalk, Conc, 6 inch	6305	SFT	\$	8.00	\$ 50,440.00
26	Sidewalk Ramp, Conc, 6 inch, Modified	425	SFT	\$	10.00	\$ 4,250.00
27	Detectable Warning Surface, Modified	42	FT	\$	40.00	\$ 1,680.00
28	Pavement Markings	2386	FT	\$	2.00	\$ 4,772.00
29	Landscape Trees	16	EA	\$	750.00	\$ 12,000.00
30	Signs	2	EA	\$	160.00	\$ 320.00
31	Turf Establishment	1	LS	\$	5,000.00	\$ 5,000.00
Green Street Recon Sub-Total						\$ 358,996.00
Parking Lot Improvements						
32	Mobilization, Max. 5%	1	LS	\$	16,100.00	\$ 16,100.00
33	Maintenance and Traffic Control	1	LS	\$	15,300.00	\$ 15,300.00
34	Audio Video Route Survey	1	LS	\$	1,800.00	\$ 1,800.00
35	Erosion Control Measures	1	LS	\$	500.00	\$ 500.00
36	Pavt, Rem	1768	SYD	\$	8.00	\$ 14,144.00
37	Machine Grading, Modified	1	STA	\$	2,000.00	\$ 2,000.00
38	Subgrade Undercutting, Type II	20	CYD	\$	20.00	\$ 400.00
39	Replace Catch Basin	1	EA	\$	4,000.00	\$ 4,000.00
40	Aggregate Base, 8 inch	121	TON	\$	18.00	\$ 2,178.00
41	Stamped Concrete, 8 inch	1087	SFT	\$	15.00	\$ 16,305.00
42	Conc Pavt, Dumpster Pad	35	SYD	\$	240.00	\$ 8,400.00
43	Hand Patching	20	TON	\$	100.00	\$ 2,000.00
44	Sidewalk, Conc, 6 inch	1082	SFT	\$	8.00	\$ 8,652.00
45	Canopy	1	EA	\$	40,000.00	\$ 40,000.00
46	Planters	5	EA	\$	2,500.00	\$ 12,500.00
47	Landscaping Trees	36	EA	\$	500.00	\$ 18,000.00
48	Landscaping & Irrigation	1	LS	\$	40,000.00	\$ 40,000.00
49	Lighting	1	LS	\$	60,000.00	\$ 60,000.00
50	Tables and Chairs	1	LS	\$	60,000.00	\$ 60,000.00
51	Dumpster Enclosure	1	EA	\$	15,000.00	\$ 15,000.00
Parking Lot Improvements Sub-Total						\$ 337,279.00
Construction Sub-Total						\$ 696,275.00
Contingency (20%)						\$ 139,260.00
TOTAL						\$ 835,535.00

SOCIAL AREA: 5,140 FT²

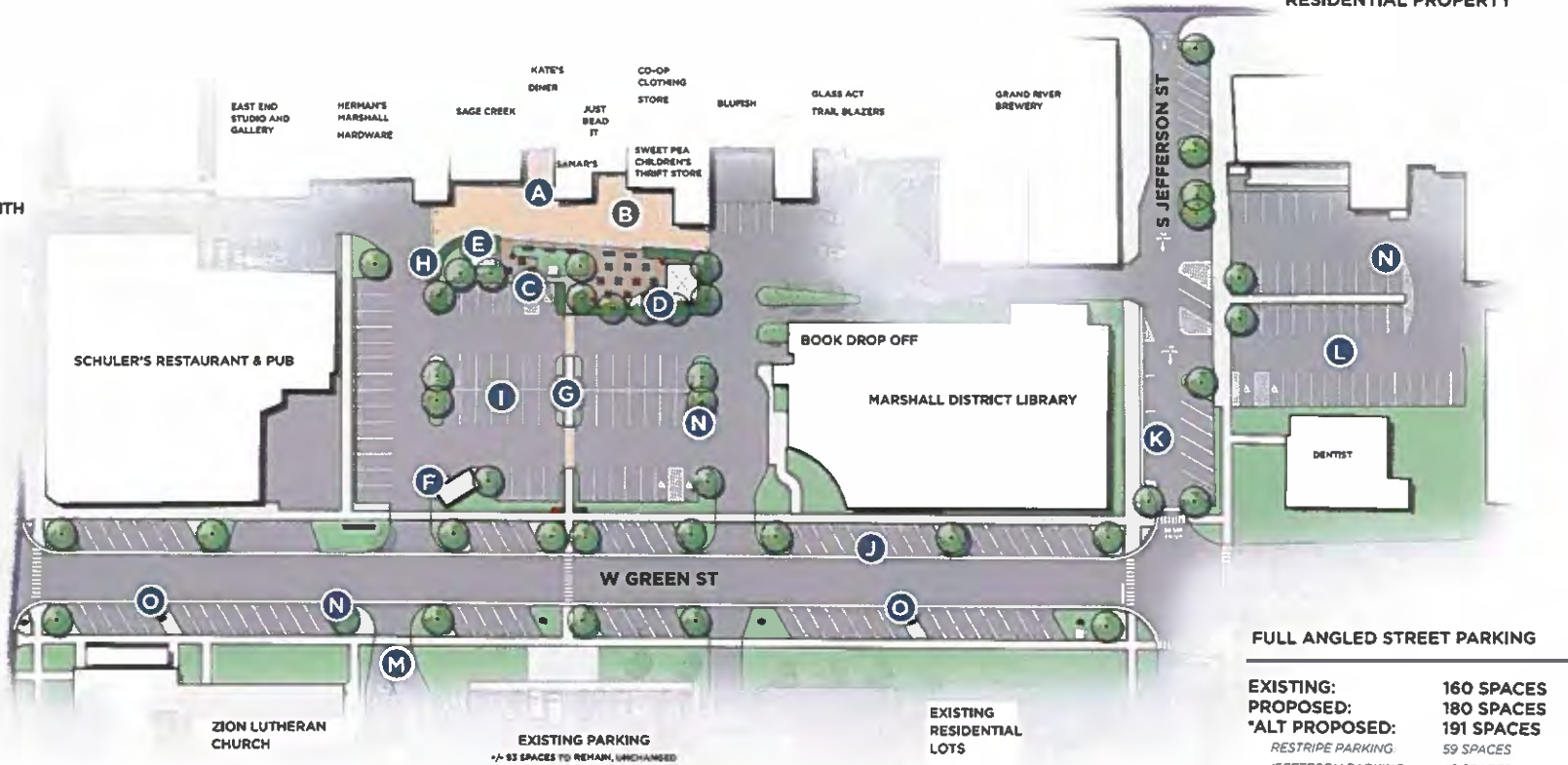
EXPANDED STREET
PARKING MODIFICATIONS

-UTILITY POLE LOCATIONS
PRESERVED, TREES REMOVED
TO MAXIMIZE PARKING

-PARKING ADJACENT TO
RESIDENTIAL PROPERTY

LEGEND

- A** STORE FRONT AREA
- B** BRICK OR STAMPED CONCRETE PAVEMENT
- C** ENCLOSED PATIO WITH TABLES AND SHADE TREES
- D** SHADE STRUCTURE / PERGOLA WITH AMENITIES
- E** EXISTING TRANSFORMERS WITH DECORATIVE ART BOXES AND SCREENING
- F** PROPOSED COMMUNAL LITTER DISPOSAL
- G** CONNECTING SIDEWALK
- H** PROPOSED LANDSCAPE BEDS
- I** RESTRIPE PARKING LOT +/- 59 SPACES, WAS 80 SPACES
- J** NEW W GREEN ST ANGLED PARKING +/- 73 SPACES
- K** PROPOSED ONE WAY J EPPERSON ST WITH ANGLED PARKING +/- 17 SPACES
- L** RESTRIPE PARKING LOT +/- 42 SPACES
- M** COMBINE DRIVEWAY ENTRANCES
- N** NEW PARKING LOT SHADE TREES
- O** PRESERVED UTILITY POLES



FULL ANGLED STREET PARKING

EXISTING:	160 SPACES
PROPOSED:	180 SPACES
*ALT PROPOSED:	191 SPACES
RESTRIPE PARKING	59 SPACES
JEFFERSON PARKING	42 SPACES
GREEN ST ANGLED:	73 SPACES
JEFFERSON EXISTING:	6 SPACES
*ALT JEFFERSON ANGLED:	17 SPACES
NET GAIN:	+20 SPACES
*ALT JEFFERSON ANGLED	+31 SPACES

NOT TO SCALE



SITE FURNITURE



PAVEMENT



SHADE STRUCTURES



TRANSFORMER / UTILITY ART BOXES



LIGHTING AND HEATING



IMAGE PRECEDENT



ADMINISTRATIVE REPORT
December 6, 2021 – CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

FROM: Tom Tarkiewicz, City Manager
Eric Zuzga, Director of Community Services

SUBJECT: Marshall House Quit Claim Deed

BACKGROUND: As part of the Marshall House sale, it was determined that the Building Authority needed to transfer Marshall House to the City through the issuance of a Quit Claim deed. On November 18, 2021 the Building Authority met and approved the transfer of Marshall House to the City of Marshall. Council needs to accept the deed to complete the process.

RECOMMENDATION: It is recommended that the City Council accept the quit claim deed from the Marshall Building Authority for Marshall House in order to facilitate the sale of the property.

FISCAL EFFECT: None at this time.

ALTERNATIVES: As suggested 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 Community Services

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

WARRANTY DEED

The Marshall Building Authority, a Michigan municipal corporation, whose address is 323 W. Michigan Avenue, Marshall, Michigan 49068 (the "Grantor") conveys and warrants to the City of Marshall, a Michigan home rule city, whose address is 323 W. Michigan Avenue, Marshall, Michigan 49068 (the "Grantee") real property located within the City of Marshall, Calhoun County, Michigan, commonly known as

Beginning at the intersection of the East line of Madison Street and the South line of Spruce Street, also being the Northwest corner of Lot 292 of the recorded Plat of Upper Village of Marshall, Section 25, Town 2 South, Range 6 West, Village of Marshall, now City of Marshall, Calhoun County, Michigan, as recorded in the Office of the Register of Deeds for Calhoun County, Michigan, in Liber 3 of Plats on pages 12 and 13; thence East along said South line of Spruce Street, 285.09 feet to a point 109.00 feet West of the Northeast corner of Lot 193 of said Plat; thence South 00 degrees 33 minutes 05 seconds East, 132.00 feet; thence East 109.00 feet to the Southeast corner of said Lot 193; thence South 00 degrees 33 minutes 05 seconds East, along the East line of Lot 200 of said Plat and the Southerly extension thereof, 165.00 feet to the centerline of vacated Pearl Street; thence East along said centerline 66.00 feet to the Northerly extension of the East line of Lot 208 of said Plat; thence South 00 degrees 33 minutes 05 seconds East, along said East line of Lot 208 and the Northerly extension thereof, 214.85 feet to a point on the bank of Rice Creek; thence South 80 degrees 04 minutes 07 seconds West, along said bank of Rice Creek 169.69 feet; thence continuing along said bank of Rice Creek, North 61 degrees 34 minutes 18 seconds West, 252.48 feet to the Easterly line of the Westerly 66.00 feet of Lot 305 of said Plat; thence North 39 degrees 51 minutes West, parallel with the Westerly line of said Lot 305 a distance of 119.48 feet; thence North 50 degrees 34 minutes 50 seconds East, parallel with the Southerly line of Pearl Street 97.35 feet; thence North 49 degrees 47 minutes 20 seconds West, 133.42 feet to said Southerly line of Pearl Street; thence North 50 degrees 34 minutes 50 seconds East, along said Southerly line of Pearl Street, 36.66 feet to the East line of Madison Street; thence North 00 degrees 19 minutes 50 seconds West, along said East line of Madison Street 157.94 feet to the place of beginning.

Property Address: 200 E. Spruce Street, Marshall, MI 49068

Tax Parcel No.: 53-001-292-00

for the full consideration of One and 00/100 Dollars (\$1.00).

This Warranty Deed is subject to easements and other restrictions of record.

The Property may be located within vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act, MCL 286.471, *et seq.*, as amended.

This deed is exempt from transfer tax pursuant to Section 5(h)(i) of Public Act 134 of 1966, MCL 207.505(h)(i), as amended, and Section 6(h)(i) of Public Act 330 of 1993, MCL 207.526(h)(i), as amended.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

GRANTOR:

MARSHALL BUILDING AUTHORITY, a Michigan municipal corporation,

Dated: _____, 2021

By: _____

Its: _____

And

GRANTEE:

CITY OF MARSHALL, a Michigan home rule city,

Dated: _____, 2021

By: _____

Trisha Nelson

Its: City Clerk

Acknowledged by me in Calhoun County, Michigan, this ____ day of _____, 2021, by _____, its _____ of the MARSHALL BUILDING AUTHORITY, a Michigan municipal corporation.

(Signature)

(Printed)

Notary Public, _____ County, Michigan

My Commission Expires: _____

Acting in the County of _____

When recorded return to:	Send subsequent tax bills to:	Prepared by (without opinion):
Grantee	Grantee	David M. Revore Marshall City Attorney Revore Law Firm, P.C. 121 ½ West Michigan Avenue Marshall, MI 49068



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gamore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is *less than the certain dollar amount set forth in any applicable arbitration clause*, shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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 <p>First American</p> <p>Schedule A</p>	<p>ALTA Commitment for Title Insurance</p> <p>ISSUED BY</p> <p>First American Title Insurance Company</p>
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Transaction Identification Data for reference only:
 Issuing Office: First American Title Insurance Company National Commercial Services
 Michigan Office: 920 Fifth Avenue, Suite 1200,
 Seattle, WA 98104
 (206)615-3150
 Commitment No.: NCS-1083692-WA1
 Property Address: 200 East Spruce Street, Marshall, MI 49068
 Revision No.:

SCHEDULE A

1. Commitment Date: July 16, 2021 at 8:00 AM
2. Policy to be issued:
 - (a) ALTA® Policy
 Proposed Insured: Integra Property Group, LLC, a Delaware limited liability company
 Proposed Policy Amount: \$10,300,000.00
 - (b) ALTA® Policy
 Proposed Insured: To Be Determined
 Proposed Policy Amount: \$TBD
3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple
4. The Title is, at the Commitment Date, vested in: The Marshall Building Authority, a municipal corporation, pursuant to deed recorded in Liber 1162, Page 289
5. The Land is described as follows:
 See Schedule C attached hereto and made a part hereof

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment No.: NCS-1083692-WA1

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Pay unpaid taxes and assessments unless shown as paid.

2020 Winter Taxes are EXEMPT
2021 Summer Taxes are EXEMPT

TAX PARCEL IDENTIFICATION:
Property Address: 200 E Spruce St
Tax Parcel No.: 5300-12-920-0
Special Assessments: None

The amounts shown as unpaid do not include collection fees, penalties, interests, sewer/water service charges. Please verify before closing.

Notice: If taxes, assessment or water/sewer are to be paid at time of closing, an original tax and water bill must be presented.

6. Submit to the Company a certified true copy of the Resolution of The Marshall Building Authority, a municipal corporation authorizing and directing the Proper officers to execute all documents.
7. Submit to the Company evidence of good standing of Integra Property Group, LLC, a Delaware limited liability company, issued by the appropriate office of its state of domicile.

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8. With respect to Integra Property Group, LLC, a Delaware limited liability company, we will require a full copy of the operating agreement and any amendments, together with an affidavit signed by the managing member(s) stating that it is a true copy and that there have been no further amendments. Other requirements may be made following the review of such documents.
9. Record Warranty Deed from The Marshall Building Authority, a municipal corporation to Integra Property Group, LLC, a Delaware limited liability company.
10. Provide evidence of the purchase price and/or the amount of the mortgage to be insured.
11. Submit "Affidavit by Owner". Additional requirements may be made or exceptions taken for matters disclosed therein.
12. Submit ALTA/NSPS land title survey or other survey satisfactory to the Company by an approved surveyor. Additional Exceptions may be made for easements, parties in possession of the land, encroachments, overlaps, boundary line discrepancies, and other matters which may be disclosed by the survey. This requirement is waived if the land is a lot in a recorded subdivision and the improvement is a one-to-four family residential structure which was constructed more than 18 months ago.
13. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment No.: NCS-1083692-WA1

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
6. Taxes and assessments not due and payable at Commitment Date.
7. The terms and provisions contained in the document entitled "Quit Claim Deed" recorded as [Liber 1070, page 453](#) of Official Records.
8. The terms and provisions contained in the document entitled "Declaration of Restrictive Covenant" recorded January 09, 2014 as [Liber 3856, Page 829](#) of Official Records.
9. The fact, as disclosed by that certain document or documents recorded January 09, 2014 as Liber 3856, Page 829 of Official Records, that some violation of environmental protection laws may have occurred which may affect the land.

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10. The terms and provisions contained in the document entitled "Declaration of Restrictive Covenant for a Restricted Residential and Site Specific Remedial Action" recorded December 4, 2018 as [Liber 4281, Page 945](#) of Official Records.

As affected by Notice of Rescission of Land and Resource Use Restrictions recorded December 15, 2020 in [Liber 4487, Page 298](#).

11. The fact, as disclosed by that certain document or documents recorded December 4, 2018 as Liber 4281, Page 945 and recorded in December 15, 2020 as [Liber 4487, Page 298](#) of Official Records, that some violation of environmental protection laws may have occurred which may affect the land.
12. Rights of the United States, State of Michigan and the public for commerce, navigation, recreation and fishery, in any portion of the land bordering on or comprising the bed of Rice Creek.
13. The nature, extent or lack of riparian rights, or the riparian rights of riparian owners and the public, in and to the use of waters of Rice Creek.
14. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the Public Records.
15. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the captioned land.
16. Rights of tenants under unrecorded leases.
17. Any rights, title, interest or claim thereof to that portion of the land taken, used or granted for streets, roads or highways.

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First American

Schedule C

ISSUED BY

First American Title Insurance Company National Commercial Services

File No: NCS-1083692-WA1

Commitment No.: NCS-1083692-WA1

Land in the City of Marshall, Calhoun County, MI, described as follows:

Beginning at the intersection of the East line of Madison Street and the South line of Spruce Street, also being the Northwest corner of Lot 292 of the recorded Plat of Upper Village of Marshall, Section 25, Town 2 South, Range 6 West, Village of Marshall, now City of Marshall, Calhoun County, Michigan, as recorded in the Office of the Register of Deeds for Calhoun County, Michigan, in Liber 3 of Plats on pages 12 and 13; thence East along said South line of Spruce Street, 285.09 feet to a point 109.00 feet West of the Northeast corner of Lot 193 of said Plat; thence South 00 degrees 33 minutes 05 seconds East, 132.00 feet; thence East 109.00 feet to the Southeast corner of said Lot 193; thence South 00 degrees 33 minutes 05 seconds East, along the East line of Lot 200 of said Plat and the Southerly extension thereof, 165.00 feet to the centerline of vacated Pearl Street; thence East along said centerline 66.00 feet to the Northerly extension of the East line of Lot 208 of said Plat; thence South 00 degrees 33 minutes 05 seconds East, along said East line of Lot 208 and the Northerly extension thereof, 214.85 feet to a point on the bank of Rice Creek; thence South 80 degrees 04 minutes 07 seconds West, along said bank of Rice Creek 169.69 feet; thence continuing along said bank of Rice Creek, North 61 degrees 34 minutes 18 seconds West, 252.48 feet to the Easterly line of the Westerly 66.00 feet of Lot 305 of said Plat; thence North 39 degrees 51 minutes West, parallel with the Westerly line of said Lot 305 a distance of 119.48 feet; thence North 50 degrees 34 minutes 50 seconds East, parallel with the Southerly line of Pearl Street 97.35 feet; thence North 49 degrees 47 minutes 20 seconds West, 133.42 feet to said Southerly line of Pearl Street; thence North 50 degrees 34 minutes 50 seconds East, along said Southerly line of Pearl Street, 36.66 feet to the East line of Madison Street; thence North 00 degrees 19 minutes 50 seconds West, along said East line of Madison Street 157.94 feet to the place of beginning.

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ADMINISTRATIVE REPORT
December 6, 2021 – City Council

REPORT TO: Honorable Mayor and City Council Members

FROM: Tom Tarkiewicz, City Manager
Eric Zuzga, Director of Community Services
Marguerite Davenport, Director of Public Services
Scott McDonald, Director of Public Safety
Kevin Maynard, Director of Electric
Karen Lancaster, Director of Finance

SUBJECT: Radio Replacement Project

BACKGROUND: Earlier this year, an ad-hoc group of city staff was created to explore the possibilities to upgrade the city radio network. The group was created to review the current system and to review possible options available to the city. We had hoped to bring the proposal to Council prior to the end of the 2020-2021 Fiscal Year to utilize any excess revenues, however, this work was not able to be completed and was pushed to the next budget process. With the condition of the existing network (spotty coverage and antiquated equipment) and problems with the radios requiring wholesale replacement, the Director team decided to bring this to your attention outside of the budget process. One final goal was to create a system that would allow the various radio systems to communicate in an emergency situation.

The approaches that were considered are as follows: maintain the current system and replace radios, upgrade the UHF repeater and radios to a digital system and replace VHF (Fire) and 800 Mhz. (Police) as needed, or move all City operations to 800 Mhz. The consensus of the committee was to move the UHF network to digital, maintain police and fire on their respective networks, and invest in a City dispatch system to allow for communication between the different systems and the creation of a city Emergency Operations Center.

After reviewing options, Captain Matt Parks worked with vendors to develop the cost to the various approaches to moving forward with a replacement. A Motorola and Kenwood vendor were approached to provide quotes, however, the Kenwood dealer declined to participate in the entire project (they will be the source of any Police radio purchases). The following prices were received from the Motorola vendor:

Phase 1- City repeater and UHF/Fire radios	\$131,249
Phase 2- Electric mobile repeater, Police, Fire	<u>\$ 12,335</u>
Total	\$143,584

The Dispatch/EOC system will be considered in the 2022-2023 budget process.

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

RECOMMENDATION: Approve the purchase of items included in Phase 1 and Phase 2 utilizing reserves from each of the impacted funds.

FISCAL EFFECTS: The breakdown for each fund would be as follows:

Fund	Expense
General	\$61,706.59
Water	\$12,492.04
Wastewater	\$11,943.64
DART	\$15,707.97
Electric	\$40,731.48
FiberNet	\$ 1,002.30

A budget amendment will be required utilizing fund balance for each of the above funds. This will go on the second quarter budget amendment resolution.

Respectfully submitted,



Tom Tarkiewicz
City Manager



Eric Zuzga
Director of Community Services



Marguerite Davenport
Director of Public Services



Scott McDonald
Director of Public Safety



Kevin Maynard
Director of Electric

Karen Lancaster
Director of Finance

CITY SERVICES	UHF MOBILE	Cost	UHF PORTABLE	UHF SINGLE CHARGER	UHF 6 BANK CHARGER	UHF Base station	VHF MOBILE	VHF MOBILE W/REMO TE HEAD	VHF PORTABLE	VHF SINGLE CHARGER	VHF 6 BANK CHARGER	VHF BASE STATION	Misc	Total	
DPW	2	1767.36	10	4	0	1	548.4	0	0	0	0	0	0	\$ 12,338.76	
WATER	0	0	5	1	1	548.4	0	0	0	0	0	0	0	\$ 5,559.90	
WASTE WATER	0	0	5	5	0	0	0	0	0	0	0	0	0	\$ 5,011.50	
LINE CREW	9	7953.12	9	3	1	548.4	0	0	0	0	0	0	0	\$ 17,522.22	
POWER HOUSE	1	883.68	4	1	1	548.4	1	1469.15	0	0	0	0	0	\$ 6,910.43	
METER	3	2651.04	3	3	0	0	0	0	0	0	0	0	0	\$ 5,657.94	
FIBERNET	0	0	1	1	0	0	0	0	0	0	0	0	0	\$ 1,002.30	
CITY HALL	0	0	5	5	0	0	1	1469.15	0	0	0	0	0	\$ 6,480.65	
DIAL A RIDE	6	5302.08	2	2	0	0	1	1469.15	0	0	0	0	0	\$ 8,775.83	
PSB	0	0	0	0	0	0	1	1469.15	0	0	0	0	0	\$ 1,469.15	
RECREATION	0	0	3	3	0	0	0	0	0	0	0	0	0	\$ 3,006.90	
POLICE	1	883.68	1	1	0	0	0	0	0	0	0	0	0	\$ 3,933.28	
FIRE	1	883.68	1	1	0	0	0	0	0	0	0	0	0	\$ 22,221.42	
		883.68		1002.3		548.4		1469.15		855.58		971.72		1117.63	\$ 99,890.28

Electric Mobile Repeater \$ 3,708.75

System Costs	Allocation of costs							DART	
	Electric	Water	WW	DPW	Police	Fire			
Labor	\$ 15,995.00	\$ 2,285.00	\$ 2,285.00	\$ 2,285.00	\$ 2,285.00	\$ 2,285.00	\$ 2,285.00	\$ 2,285.00	Split evenly
FCC License	\$ 2,640.00	\$ 377.14	\$ 377.14	\$ 377.14	\$ 377.14	\$ 377.14	\$ 377.14	\$ 377.14	Split evenly between all funds
UHF Repeater	\$ 21,349.99	\$ 4,270.00	\$ 4,270.00	\$ 4,270.00	\$ 4,270.00	\$ -	\$ -	\$ 4,270.00	Split evenly by those that use UHF
Total	\$ 39,984.99	\$ 6,932.14	\$ 6,932.14	\$ 6,932.14	\$ 6,932.14	\$ 2,662.14	\$ 2,662.14	\$ 6,932.14	

	Share of System			
	Radios	Costs	Total	
DPW	General	\$ 49,450.16	\$ 12,256.43	\$ 61,706.59
WATER	Water	\$ 5,559.90	\$ 6,932.14	\$ 12,492.04
WASTE WATER	WW	\$ 5,011.50	\$ 6,932.14	\$ 11,943.64
LINE CREW	Electric	\$ 33,799.34	\$ 6,932.14	\$ 40,731.48
POWER HOUSE	Fibernet	\$ 1,002.30	\$ -	\$ 1,002.30
METER	DART	\$ 8,775.83	\$ 6,932.14	\$ 15,707.97
FIBERNET				
CITY HALL				
DIAL A RIDE				
PSB				
Parks				
POLICE				
FIRE				



November 29, 2021

***City of Marshall
323 W Michigan Ave.
Marshall, MI 49068***

Matt Parks

Dear Mr. Parks,

Thank you for choosing Tele-Rad for your wireless communications needs. Tele-Rad has been providing customers throughout Michigan with communications solutions since 1947. Technology continues to change and evolve but our commitment to providing the best customer service possible has never changed.

We have put together a quote based on your RFQ to upgrade your current system to Motorola Digital Capacity Plus system. With this upgrade your radio system will be more efficient, reliable, and capable of doing much more than just voice. The new system is scalable for future expansion to add more talk groups, more radios and features like GPS tracking.

As you will notice, we did not provide pricing for your dispatch city-wide /EOC solution. There are a couple of different options for this and we need to have a better understanding of your needs to be able to recommend the best solution. I will be happy to provide you with information and pricing once this has been determined.

On the following pages you will find pricing, a scope of work for the project, and a drawing of our recommended system design.

If you have any questions please let me know.

Thanks,

Keith Johnson
Sales consultant
Tele-Rad Inc.

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Phase 1 Pricing

Item	Quantity	Extended Price
Repeater System (Two SLR5700 UHF repeaters with capacity plus software, rack, power supply, switch, antenna system, and all parts)	1	\$21,349.99
UHF Mobile Dash Mount Radios installed in vehicles (UHF XPR 5500e Enabled - with antenna, parts)	23	\$20,324.65
UHF Base station (utilizing existing antennas) (UHF XPR 5500e enabled (connected to existing Tone remote)	4	\$5,876.58
UHF Portable radios w/ lapel mic (earpiece capable) (XPR 7500e UHF Portable Radio (Enabled) <i>*Includes Remote Speaker Mic's and Standard Chargers</i>	49	\$49,112.94
UHF 6 bank charger	4	\$2,193.60
VHF Portable radios w/ lapel mic (earpiece capable) (XPR 7500e UHF Portable Radio (Enabled) <i>*Includes Remote Speaker Mic's and Standard Chargers</i>	15	\$14,575.79
VHF Mobile Dash Mount Radios installed in vehicles (VHF XPR5500e Enabled - with antenna, parts)	1	\$855.58
FCC License to Digital Emissions	1	\$2,640.00
Tele-Rad Labor	1	\$14,320.00
Phase 1 Project Total		\$131,249.12

Phase 2 Pricing

Item	Quantity	Extended Price
*All City Dispatch system for interoperability & EOC	1	TBD
Mobile repeater system for Line crew SLR1000 repeater with 110v AC power (No install)	1	\$3,708.75
VHF – Mobile radio for command car (Police) XPR 5550e Enabled Remote Mount mobile radio	1	\$1,008.17
UHF – Mobile radio for command car (Police) XPR 5550e Enabled Remote Mount mobile radio	1	\$1,039.13
VHF Mobile radios (Fire) XPR 5550e Enabled Dash Mount	3	\$2,747.30
VHF Base Station (Fire) (utilizing existing antenna) XPR 5550e Enabled with Desk Microphone	1	\$1,117.63
UHF – Mobile radio for command car (Fire) XPR 5550e Enabled Remote Mount mobile radio	1	\$1,039.13
Tele-Rad Labor (Does not include dispatch system)	1	\$1,675.00
Phase 2 Project Total		\$12,335.12

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**Additional Information is needed to provide a price for this item*

Scope of Work for City of Marshall

(Install new 2 channel single site capacity plus system)

Project Deliverables

Tele-Rad Project Deliverables

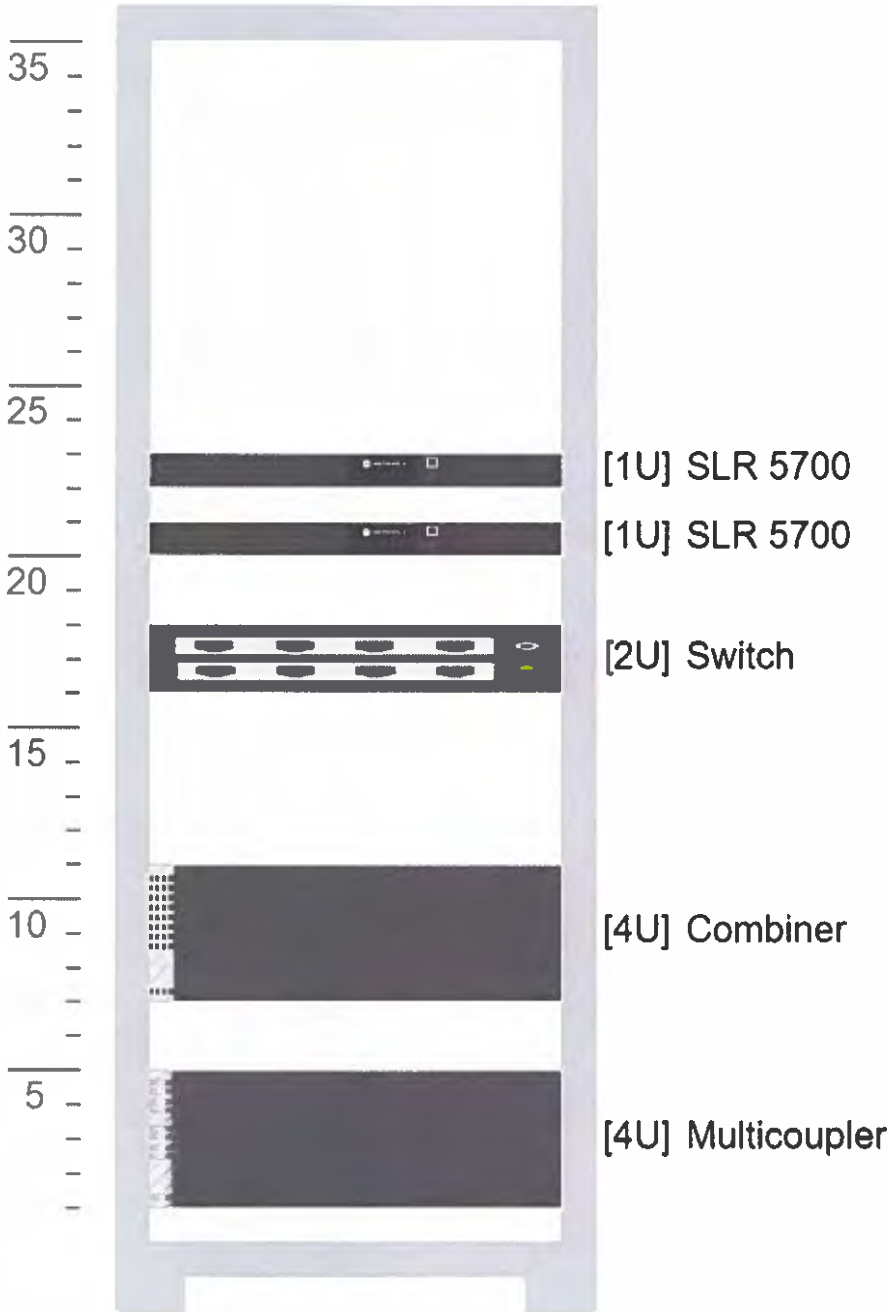
- Install equipment rack with all quoted equipment
- Ground equipment rack (utilizing customers existing ground bar)
- Connect included battery backup to generator power
- Meet with customer to develop templates for radio programming
- Build new templates
- Program and test all radios
- Install radios in vehicles
- Install control stations using existing antennas and tone remote adapters
 - If existing antennas or cable are bad, a replacement antenna will be installed at an additional cost
- Test and optimize system
- Provide operational training

Customer Responsibilities:

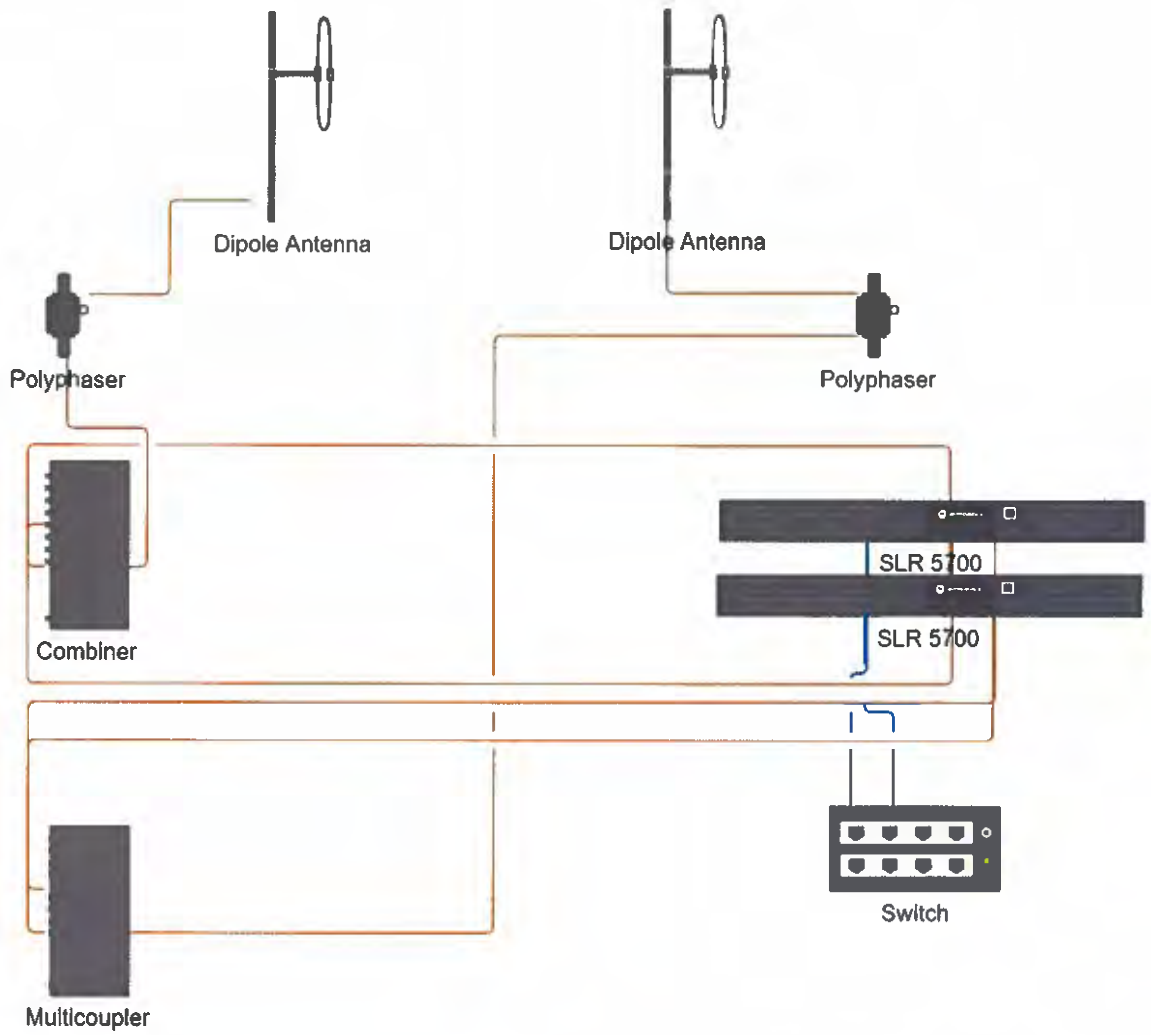
Customer shall be responsible for providing the following:

- Customer to provide building access/escort needed for installation crew
- Customer to provide vehicles for installation as needed
- Customer to provide person or team for template meeting
- Customer to provide person or team for training
- Customer to provide generator power (The included UPS battery backup will only last a few minutes)
- Customer to install antenna system for repeaters

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Rack



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Tele-Rad
 Providing Communications
 Solutions Since 1947

Tele-Rad, Inc. terms and conditions of sale

All proposals, negotiations, and representations, if any, regarding this transaction and made prior to the date of Purchase acceptance and issuances of a purchase order are merged herein.

1. Terms and Prices

- 1.) 50% of total due as a down payment at time of order.
- 2.) 25% of total due at arrival of components
- 3.) 25% due at project completion

Tele-Rad, Inc. charges 1 ½ % monthly on any outstanding balance not paid within 30 days of invoice.

If transportation charges from the point of origin of the shipment to designated point are included in the prices herein named:

(a) Any changes in such transportation charges shall be for the account of the Purchaser, and

(b) Except as otherwise stated, Tele-Rad, Inc. shall not be responsible for switching, spotting, handling, storage, demurrage, any other transportation or accessorial service, nor for any charge incurred therefore, unless such charges are included in the applicable tariff freight rate from shipping point to the designated point.

2. Title to and Security Interest in Goods

Until Tele-Rad, Inc. has received full payment for the goods, Tele-Rad, Inc. shall retain title to and a purchase money security interest in the goods and the goods shall remain personal property regardless of the manner of their attachment to any other property.

The Purchaser shall perform all acts and execute and deliver all documents that Tele-Rad, Inc. may reasonably request to perfect and retain such purchase money security interest.

3. Delay

Tele-Rad, Inc. shall be excused for any delay in performance due acts of God, war, riot, embargoes, acts of civil or military authority, fires, floods, accidents, quarantine restrictions, strikes, difference with workman, delays in transportation, shortage of cars, fuel, labor or materials, or any circumstance or cause beyond the control of Tele-Rad, Inc. in the reasonable conduct of its business.

4. Radio Station License

While Tele-Rad, Inc. may assist Purchaser in obtaining a FCC radio station license(s), it assumes no responsibility for issuance of the license(s). Further, if the Purchaser orders frequency critical equipment before receipt of an FCC license(s) and the issued license makes modification or replacement of the equipment necessary, the Purchaser is responsible for modifying or replacing the equipment to meet the license(s) requirements.

If goods and/or services are delivered as directed by Purchaser, payment of Tele-Rad, Inc. invoices will not be delayed because the FCC has not issued the Purchaser's

radio station license or the equipment will not function on the FCC licensed frequency(ies).

5. Coverage, Interference, and Purchaser or Third Party Facilities

Representations concerning the distance at which usable radio signals will be transmitted and received by any equipment supplied hereunder shall not be binding upon Tele-Rad, Inc. They are based on computer models deemed best case industry practice. Tele-Rad, Inc. cannot be responsible for interference, e.g., co-channel or adjacent, or disruption of service caused by operation of other radio systems or by natural phenomena or by motor ignition or other interference that may affect equipment performance over which there is no reasonable control.

In the event Purchaser provides facilities or utilizes facilities or services supplied by others, such as radio common carrier service or shared repeaters, Tele-Rad, Inc. shall have no responsibility for the availability or adequacy of any such facilities or services.

6. Engineering Services

Unless Tele-Rad, Inc.'s quote for services states otherwise, services are priced on a per job basis. Purchaser's acceptance of the quote by issuance of a purchase order obligates the Purchaser to pay the total sum quoted for the services and reciprocally obligates Tele-Rad, Inc. to complete the quoted Services at no additional cost to the Customer.

7. Limited Warranty

Tele-Rad, Inc. warrants to the original Purchaser only that each of hardware Products, and all components thereof, will be free from defects in materials and/or workmanship. The warranty period for Motorola products is twelve (12) months from the date of acceptance or twelve (12) months from installation, whichever occurs first. The original Purchaser may not assign this warranty.

In the event of malfunction or other indication of failure attributable directly to faulty workmanship or materials, Tele-Rad, Inc. will, at its option, repair or replace the defective Products or components to whatever extent it shall deem necessary to restore the Product or component to proper operating condition, provided that the Purchaser sends with the defective Product proof of the date of purchase (or installation) of the Product.

Tele-Rad, Inc. may replace the defective Product with a new or remanufactured functionally equivalent Product at the option of Tele-Rad. Before returning a Product for repair, the Purchaser must call Tele-Rad, Inc. to schedule a pickup of the item.

During the Warranty period all labor and materials will be provided without charge during regular business hours. There shall be no Warranty for either parts or labor after expiration of the Warranty period. Tele-Rad, Inc. recommends that units be insured when shipped. Units

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returned without proof of date of purchase (or date of installation) or out of Warranty will be repaired or Units returned without proof of purchase will be repaired or replaced at the option of tele-rad inc., and the Purchaser will be charged for parts and labor. All hardware Products returned during the warranty period and found not to be defective following inspection by the manufacturer will be subject to the then current evaluation charge.

The parties agree that the Purchaser's sole and exclusive remedy shall be for the repair or replacement of defective Products as provided herein.

This limited Warranty does not cover required preventive maintenance of Products, e.g., tuning, level setting, battery replacement, or losses or damages that occur in shipment to or from the Purchaser or are due to:

1. Improper installation or maintenance, misuse, neglect, or any cause other than ordinary commercial or industrial application
2. Adjustment, repair, or modifications by anyone other than tele-rad inc. authorized personnel
3. Improper environment, excessive or inadequate heating or air conditioning, and electrical power failures, surges, or other irregularities
4. Any statement made about any Product by salespersons, dealers, distributors, or agents, unless confirmed in writing by an officer of the company.

EXCLUSION OF WARRANTIES: THE WARRANTY DESCRIBED HEREIN SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Tele-Rad, Inc. will return the Products to the customer after repair or replacement by the carrier and transportation method chosen by the manufacturer to any specific destination within Canada or the United States of America (US). If the customer desires some specific form of conveyance, or is located beyond

The US or Canadian borders, then the customer must bear the cost of return shipment.

Tele-Rad, Inc.'s liability whether based on contract, tort, Warranty, strict liability, or other theory shall not exceed the price of the Product whose defect or damage is the basis of the claim.

Incidental and consequential damages caused by malfunction, defect, or otherwise and with respect to breach of this Warranty are not the responsibility of Tele-Rad, Inc., and, to the extent permitted by law, are hereby excluded both for property and, to the extent not unconscionable, for personal injury damage.

During the warranty period all labor and materials will be provided without charge. There shall be no warranty for parts or labor during the warranty period.

8. Delivery and Risk of Loss

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Shipping dates are approximate and are based upon prompt receipt of all necessary information. Unless otherwise specified by Tele-Rad, Inc., delivery will be F.O.B. point of shipment to Purchaser. Risks of loss or damage pass to Purchaser on delivery to the carrier.

9. Restocking Charge

Equipment and parts manufactured by Motorola and returned to Tele-rad inc. for credit will be subject to a restocking fee based on the condition of the equipment or part, as determined by inspection by the manufacturer, when received by tele-rad inc. The minimum fee shall be no less than 10% of the purchase price, excluding shipping charges and taxes. A Return Authorization Number will be required as detailed in Article 10 hereof. Equipment and accessory items to be returned that were not manufactured by motorola will be subject to the restocking policy of the manufacturer thereof.

10. General

(a) Neither Tele-Rad, Inc. nor any of its employees is an agent or representative of the Purchaser and the Purchaser is solely responsible for obtaining any required authorizations from the Federal Communications Commission or any other relevant governmental agency, body, or commission and for compliance therewith.

(b) The provisions of this Agreement are for the benefit of the parties hereto and not for any other person. The delegation or assignment by Purchaser of any or all of its duties or rights hereunder without Tele-Rad, Inc.'s prior written consent shall be void.

(c) Tele-Rad, Inc. shall comply with all laws applicable to its performance of the resulting order. Every provision of this agreement is intended to be severable. If any provision is held to be invalid or unenforceable by law or by a court of competent jurisdiction, all other provisions will nevertheless continue in full force and effect.

Agreed and Accepted:

Purchaser: Marshall City

By:

Signed: _____

Date: _____

Seller: Tele-Rad, Inc.

By:

Signed: _____

Date: _____

City of Marshall Radio Project

PHASE I

City Wide

New Digital Repeater System, with Trunking capabilities, for our UHF system to include all necessary equipment & software.

City Services

23 - UHF Mobile Radios installed in vehicles

4 - UHF Base station

49 - UHF Portable radios w/ lapel mic (ear piece capable) and chargers

4 - UHF 6 bank charger

Police

~~6 - 800 Mhz portable radios w/ lapel mic (ear piece capable)~~ **on hold**

Fire

15 - VHF Portable radios w/ lapel mic (ear piece capable) and chargers

1 - VHF Mobile radio

*****All pricing needs to include listed equipment, required accessories, installation, utilization of existing external speakers where required, programming, and training.

*****UHF Portable radios will need basic LCD screen and basic lapel mics

*****VHF Portable radios will need basic LCD screen and weather proof Police/EMS connection for lapel mics

***** All pricing needs to be 1 model each based on type of utilization.

City of Marshall Radio Project

PHASE II

City Wide

~~All City Dispatch system for interoperability & EOC – on hold~~

City Services

Mobile repeater system for Line crew

Police

~~8 – 800 Mhz Mobile radio with remote head for rear of car – on hold~~

1 - VHF – Mobile radio for command car

1 - UHF – Mobile radio for command car

Fire

3 - VHF Mobile radios

1 - VHF Base Station

1 - UHF – Mobile radio for command car

~~1 – 800 Mhz – Mobile radio for command car – on hold~~

*****All pricing needs to include listed equipment, required accessories, installation, utilization of existing external speakers where required, programming, and training.

*****UHF Portable radios will need basic LCD screen and basic lapel mics

*****VHF Portable radios will need basic LCD screen and weather proof Police/EMS connection for lapel mics

***** All pricing needs to be 1 model each based on type of utilization.