



MARSHALL CITY COUNCIL AGENDA

Monday – 7:00 P.M.

April 4, 2022

- 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. **City Council Minutes**
Regular Session..... Monday, March 21, 2022
 - B. **City Bills**
Regular Purchases \$ 62,176.74
Weekly Purchases –3/18/22..... \$ 49,080.92
Weekly Purchases –3/25/22..... \$ 32,551.07
Total..... \$ 143,808.73
- 8) **PRESENTATIONS AND RECOGNITIONS**
- 9) **INFORMATIONAL ITEMS**
- 10) **PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION**
 - A. **Community Development Block Grant (CDBG) Application for 125-127 West Michigan Avenue**
City Council will hear public comment regarding the recommendation to approve the resolution which authorizes the submission for a CDBG Grant application for 125-127 West Michigan Avenue, and appoint the City Manager as the Certifying Officer for the project.
- 11) **OLD BUSINESS**
- 12) **REPORTS AND RECOMMENDATIONS**
 - A. **Special Event Request- Marshall Annual Blues Fest**
City Council will consider the recommendation to approve the Special Event Application.
 - B. **Special Event Request- Viking Warrior Festival**
City Council will consider the recommendation to approve the Special Event Application.

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



C. CDBG Schuler Grant Rehabilitation Project Agreements

City Council will consider the recommendation to approve the CDBG Authorizing Resolution, Project Development Agreement and Project Escrow Agreement.

D. Prospect Street Watermain Repairs

City Council will consider the recommendation to approve the contract with Quality Excavators, Inc in the amount of \$1,378,637.04 with a 10% contingency of \$138,000.00 for a total funded amount of \$1,516,637.04.

E. Substation Construction

City Council will consider the recommendation to accept the low bid from Hydaker-Wheatlake in the amount of \$2,327,076 for the construction of the Brooks Substation.

F. Eaton Park Calhoun County Senior Millage Grant Application

City Council will consider submitting a grant application to the Calhoun County Senior Millage program in the amount of \$150,000 for the construction of phase one of the Eaton Park project.

G. FY 2023 Proposed Budget

City Council will receive the FY 2023 Proposed Budget.

13) APPOINTMENTS / ELECTIONS

14) PUBLIC COMMENT ON NON-AGENDA ITEMS

Persons addressing Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of five (5) minutes on any item not on the agenda.

15) COUNCIL AND MANAGER COMMUNICATIONS.

16) ADJOURNMENT

Respectfully submitted,

A handwritten signature in black ink, appearing to read "D. N. Perry", with a long, sweeping underline.

Derek N. Perry
City Manager

CALL TO ORDER

IN REGULAR SESSION, Monday, March 21, 2022 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 Pro-Tem Traver.

ROLL CALL

Roll was called:

Present: Council Members: Gates, Rice, Traver, and Underhill.

Also Present: City Manager Perry and Clerk Nelson

Absent: Mayor Caron, Schwartz, and Wolfersberger.

Moved Underhill, supported Gates, to excuse the absence of Mayor Caron, Schwartz, and Wolfersberger. On a voice vote – **MOTION CARRIED.**

INVOCATION/PLEDGE OF ALLEGIANCE

Kris Tarkiewicz of Family Bible Church gave the invocation and Mayor Caron led the Pledge of Allegiance.

APPROVAL OF THE AGENDA

Moved Gates, supported Rice, to approve the agenda as presented. On a voice vote – **MOTION CARRIED.**

PUBLIC COMMENT ON AGENDA ITEMS

None.

CONSENT AGENDA

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

- A. Schedule a public hearing for Monday, April 4, 2022 to consider the submission of a CDBG application for the support of the proposed project at 125-127 West Michigan Avenue;
- B. Approve the resolution to appoint Mayor Joe Caron as the Local Revenue Sharing Board representative and City Manager Derek N. Perry as the Board Alternate;
- C. Minutes of the City Council Regular Session held on Monday, March 7, 2022;
- D. Approve city bills in the amount of \$1,527,918.76.

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

PRESENTATIONS AND RECOGNITION

None.

INFORMATIONAL ITEMS

None.

PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

A. Zoning Amendment Application #RZ22.03 to rezone 423 Mitchell Street from MFRD-Multi Family Residential Development to I-1 Research and Technical District:

Trisha Nelson, Planning and Zoning Administrator, provided background on the rezoning request. Josh Karaba, owner of 423 Mitchell Street, is seeking to rezone 423 Mitchell Street from the current zoning of MFRD Multi-Family Residential District to I-1 Research and Technical District. The Planning Commission held a public hearing on Wednesday, March 9, 2022 regarding the rezoning request and worked through the Rezoning Criteria worksheet and found the facts to be favorable and is recommending approval from City Council.

Mayor Pro-Tem Traver opened the public hearing to hear public comment regarding Zoning Amendment Application #RZ22.03 to rezone 423 Mitchell Street from MFRD-Multi Family Residential Development to I-1 Research and Technical District.

Hearing no comment, the hearing was closed.

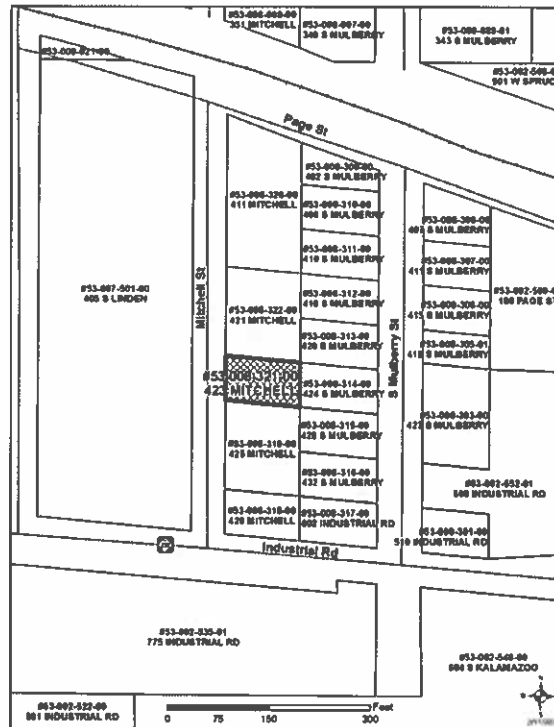
Moved Rice, supported Underhill, to approve Rezoning Request #RZ22.03 to rezone 423 Mitchell Street from MFRD-Multi Family Residential Development to I-1 Research and Technical District. On a roll call vote – ayes: Underhill, Gates, Rice, and Traver; nays: none. **MOTION CARRIED.**

**CITY OF MARSHALL
ORDINANCE #2022- 03**

AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF MARSHALL SO AS TO CHANGE THE ZONING OF A PARCEL OF REAL PROPERTY AT 423 MITCHELL STREET #53-008-321-00 FROM THE ZONING DISTRICT OF MULTIPLE FAMILY RESIDENTIAL DISTRICT (MFRD) TO RESEARCH AND TECHNOLOGY DISTRICT (I-1).

THE CITY OF MARSHALL, MICHIGAN ORDAINS:

Section 1. Pursuant to the authority granted in Section 7.1 of the Marshall City Code, the Zoning Map of the City of Marshall is hereby amended so as to change the zoning district for the below described properties from Multiple Family Residential District (MFRD) to Research and Technology District (I-1).



TAX PARCEL #53-008-321-00 (423 MITCHELL STREET) LEGAL DESCRIPTION

MARSHALL CITY, MARTIN & HATCH ADDITION LOT 21.

Section 2. This Ordinance or a summary thereof shall be published in the *Marshall Chronicle*, a newspaper of general circulation in the City of Marshall qualified under state law to publish legal notices, within ten (10) days after its adoption. This Ordinance shall be recorded in the Ordinance Book and such recording shall be authenticated by the signature of the Mayor and the City Clerk.

Section 3. This Ordinance is declared to be effective immediately upon publication.

Adopted and signed this 21st day of March, 2022.

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 March 21, 2022, 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.

OLD BUSINESS

None.

REPORTS AND RECOMMENDATIONS

A. MDOT Bridge Program Application:

Moved Gates, supported Rice, to approve the resolution authorizing the application to the Local Bridge Program for the South Marshall Avenue Bridge over Rice Creek. On a voice vote – **MOTION CARRIED.**

**CITY OF MARSHALL, MICHIGAN
RESOLUTION #2022- 10**

**RESOLUTION FOR S. MARSHALL AVENUE BRIDGE REPLACEMENT
THROUGH THE LOCAL BRIDGE PROGRAM**

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

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

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

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

THEREFORE, BE IT NOW RESOLVED that the City of Marshall request local bridge program funds for replacement of the S. Marshall Avenue over the Rice Creek Bridge for the year 2025.

The foregoing is a true and a complete copy of the resolution adopted by the City Council and the City of Marshall at a regular meeting on March 21, 2022. Public notice was given and the meeting was conducted in full compliance with the Michigan Open Meetings Act (PA 267, 1976, as amended). Minutes of the meeting will be available as required by the Act.

City of Marshall

By: Trisha Nelson
Its: Clerk

B. Special Land Use #SLU22.01 for a Group Child Care Home at 606 S. Marshall Avenue:

Moved Gates, supported Underhill, to approve the Special Land Use Application #SLU22.01 for a Group Child Care Home at 606 S. Marshall Avenue with the condition of executing a license agreement with the City of Marshall for use of the right of way for the driveway. On a roll call vote – ayes: Gates, Rice, Traver, and Underhill; nays: none. **MOTION CARRIED.**

APPOINTMENTS/ELECTIONS

None.

PUBLIC COMMENT ON NON-AGENDA ITEMS

Treasa Davidson of Galesburg spoke to Council regarding the use of a city park to hold a 3-day Viking festival. The event can attract up to 200-300 people and would be held April 29 – May 1st.

COUNCIL AND MANAGER COMMUNICATIONS

ADJOURNMENT

The meeting was adjourned at 7:25 p.m.

Joe Caron, Mayor

Trisha Nelson, City Clerk

User: KWAGNER
 DB: Marshall

OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
51576	ALEXANDER CHEMICAL CORP	CUSTOMER NO. 100413 BLANKET PO FOR CL2,	2022.030	1,858.75
1QHJ-TLVK-9XJG	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1EO2 - RILEXAWHILE BLUESK		18.98
1CJD-9F9D-XQC1	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1EO2 - LIGHT PROJECTOR &		47.98
225-490416	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - MANDREL U-BEND		23.99
225-490413	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - CIRCUIT BREAKER		44.09
225-490408	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - CLAMPS		12.74
225-490514	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - OIL FILTER		7.44
225-490534	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - TRAILER BRI, MOTOR		88.26
225-490513	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - OIL		575.52
225-490590	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - CLAMPS		28.16
225-490561	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - CLOTH, POLISH, WET		27.95
225-490642	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - SEALED BEAM		19.79
225-490635	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - 12V BATTERIES, CLE		351.79
225-490673	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - PARTS FOR 2008 FOR		762.41
225-490653	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - CREDIT MEMO		(54.00)
225-490643	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - SEALED BEAM		19.79
225-490699	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - OIL FILTER WRENCH		15.09
225-490689	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - SEALED BEAM		46.78
225-490734	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - BRAKE FLUID		5.99
225-490733	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - CREDIT MEMO		(100.00)
225-490820	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - HYDRAULI		62.99
225-490854	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - PRIMER, PUTTY, GEA		113.76
225-490823	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - YELLOW MARKER		122.10
225-490822	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - OIL FILTER		36.26
P49956048	BATTERIES PLUS BULBS	CUSTOMER NO. 781 9813 BATTERIES & LED BU		331.98
153247	BOSHEARS FORD SALES INC	CUSTOMER NO. 51086 RADIATOR/ANTIFREEZE		939.90
597211	DARLING ACE HARDWARE	CUST NO. 1650 - MARSHALL HOUSE		38.15
597431	DARLING ACE HARDWARE	CUST NO. 1650 - WATER DEPT		40.68
597488	DARLING ACE HARDWARE	CUST NO. 1650 - STREETS DEPT		32.45
597491	DARLING ACE HARDWARE	CUST NO. 1650 - ELECTRIC DEPT		199.99
597587	DARLING ACE HARDWARE	CUST NO. 1650 - WASTE WATER DEPT		11.98
597626	DARLING ACE HARDWARE	CUST NO. 1650 - WASTE WATER DEPT		5.99
597696	DARLING ACE HARDWARE	CUST NO. 1650 - MARSHALL HOUSE		68.51
597783	DARLING ACE HARDWARE	CUST NO. 1650 - AIRPORT		41.97
1183	DEWOLF AND ASSOCIATES	CITY OF MARSHALL POLICE DEPT - VANDENBOS		795.00
IN-2251900	DUBOIS CHEMICALS	ACCT NO. 870824 - BLANKET PO FOR THICKEN	2022.125	8,901.57
43712	DUNCAN & ALLEN LLP	CLIENT NO. 003154 - ADVICE & ASSISTANCE	2022.201	2,090.00
10022	FREDRICKSON SUPPLY	S.O. NO. 7769 POLYURETHANE, ROLLER, LEVE		426.67
10025	FREDRICKSON SUPPLY	S.O. NO. 7736 HIGH PRESSURE HOSE		310.08
10043	FREDRICKSON SUPPLY	S.O. NO. 7734 QUICK CLAMP, WIZZY WIG		747.75
9243957256	GRAINGER	ACCT NO. 804945673 SKIMMER		42.57
2197078	GRIFFIN PEST SOLUTIONS	ACCT NO. 197892 SERVICES AT 1201 ARMS ST		42.00
12938287	HACH COMPANY	ACCT NO. 40204487 LAB CHEMICALS		240.75
C169638	IMPACT SOLUTIONS	CLIENT NO. MARSH - PROCESS FEE		7.00
25495	J AND K PLUMBING SUPPL	CITY OF MARSHALL WWTP - PIPE FITTING		3.31
25496	J AND K PLUMBING SUPPL	CITY OF MARSHALL WWTP - PIPE FITTINGS		10.68
9740817	KIMBALL MIDWEST	ACCT NO. 181800 SHOP TOWELS		113.56
40166	LAKELAND ASPHALT CORPO	CITY OF MARSHALL - 4.96 TONS COLD PATCH		535.68
40176	LAKELAND ASPHALT CORPO	CITY OF MARSHALL - 2.60 TONS COLD PATCH		280.80
40186	LAKELAND ASPHALT CORPO	CITY OF MARSHALL - 2.55 TONS COLD PATCH		275.40
40195	LAKELAND ASPHALT CORPO	CITY OF MARSHALL - 3.26 TONS COLD PATCH		352.08
40217	LAKELAND ASPHALT CORPO	CITY OF MARSHALL - 1.63 TONS COLD PATCH		176.04
017632	LEWEY'S SHOE REPAIR	CITY OF MARSHALL - MARK STRAND BOOT ALLO		238.98
69618853	LINDE GAS & EQUIPMENT,	CUSTOMER NO. 59879658 GASES		100.03
048094	LOU'S GLOVES INC	CUSTOMER ID: MW781 LAB GLOVES		418.00
M500-109	MEDALLION MANAGEMENT	MANAGEMENT CONSULTING FEE FOR MARSHALL H	2022.105	4,800.00
M500-108	MEDALLION MANAGEMENT	MARSHALL HOUSE PAYROLL		5,297.28
807175	NYE UNIFORM COMPANY	MARSHALL CITY POLICE DEPT UNIFORMS - RIT		243.00
4788-312715	O'REILLY FIRST CALL	ACCT NO. 1741510 SHOE ASSY		35.14
03142022	OAKLAWN HOSPITAL	ACCT NO. 2907-56303 - DOT PHYSICALS FRIT		170.00
2212467	OFFICE 360	ACCT NO. 26140 OFFICE CHAIR		285.75
56640520	POWER LINE SUPPLY	CUSTOMER ID: 100402 DPW HARNESS		140.00
56644063	POWER LINE SUPPLY	CUSTOMER ID: 100402 100:5 CT		410.34
56644073	POWER LINE SUPPLY	CUSTOMER ID: 100402 MATERIAL FOR BROOKS	2022.207	1,584.00
56644539	POWER LINE SUPPLY	CUSTOMER ID: 100402 HOT STICK		119.35
56644293	POWER LINE SUPPLY	CUSTOMER ID: 100402 15KV PIN INSULATOR		338.09
56644643	POWER LINE SUPPLY	CUSTOMER ID: 100402 4/0 LUG		69.89
56645900	POWER LINE SUPPLY	CUSTOMER ID: 100402 MICROMETERS		140.00
56646135	POWER LINE SUPPLY	CUSTOMER ID: 100402 9KV ARRESTER		1,090.23
56646136	POWER LINE SUPPLY	CUSTOMER ID: 100402 MED DEADEND		624.40
56646595	POWER LINE SUPPLY	CUSTOMER ID: 100402 CREDIT MEMO		(207.50)
00186648	PROGRESSIVE AE	DESIGN AND ENGINEERING OF GREEN STREET R	2022.005	2,480.00
307996	PVS TECHNOLOGIES	SALES ORDER: 239813 BLANKET PO FOR FERRI	2022.032	6,298.21
1902410	STANTEC CONSULTING MIC	CUSTOMER NO. 65602 - CLARIFIER CONSTRUCT	2021.350	2,737.00
S012800961.001	STUART C IRBY CO	CUSTOMER NO. 209591 FUSE UNIT FOR BROOKS		700.00
5635177	TOSHIBA AMERICA BUSINE	CUSTOMER NO. T0BRBDC - MRLEC COPIER		42.22
1620025880	UNIFIRST CORPORATION	UNIFORM SERVICES - MARSHALL HOUSE		42.50
1620026438	UNIFIRST CORPORATION	UNIFORM SERVICES - MARSHALL HOUSE		42.50
1620025877	UNIFIRST CORPORATION	UNIFORM SERVICES - DPW GARAGE		63.04

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DB: Marshall

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 04/07/2022 - 04/07/2022
UNJOURNALIZED
OPEN

Page: 2/2

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
1620025881	UNIFIRST CORPORATION	UNIFORM SERVICES - WATER DEPT		36.92
1620025875	UNIFIRST CORPORATION	UNIFORM SERVICES - WASTE WATER DEPT		27.26
1620025878	UNIFIRST CORPORATION	UNIFORM SERVICES - POWER HOUSE		117.58
1620025879	UNIFIRST CORPORATION	UNIFORM SERVICES - ELECTRIC DEPT		174.16
1620026436	UNIFIRST CORPORATION	UNIFORM SERVICES - POWER HOUSE		95.62
1620026439	UNIFIRST CORPORATION	UNIFORM SERVICES - WATER DEPT		36.92
1620026437	UNIFIRST CORPORATION	UNIFORM SERVICES - ELECTRIC DEPT		163.88
1620026435	UNIFIRST CORPORATION	UNIFORM SERVICES - DPW GARAGE		63.04
1620026433	UNIFIRST CORPORATION	UNIFORM SERVICES - WASTE WATER DEPT		27.26
0508127	WJE WISS, JANNEY, ELS	BROOKS FOUNTAIN CONDITION ASSESSMENT & C.2022.116		6,732.50
25591	ZETA ONE INC	CITY OF MARSHALL NETWORK & SECURITY ASSE 2022.197		5,200.00
GRAND TOTAL:				62,176.74



ADMINISTRATIVE REPORT

April 4, 2022 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Eric Zuzga, Director of Community Services

SUBJECT: **125-127 West Michigan Ave. Rental Rehabilitation CDBG Application**

Justin Cahill, CWK Property Services, has expressed interest in applying for a Rental Rehabilitation Community Development Block Grant (CDBG) for the conversion of the second floor of 125-127 West Michigan Avenue into five apartments. The first step in this project is the submission of a Community Development Block Grant (CDBG) application for \$500,000 in assistance. This grant would be received by the City and used in conjunction with \$232,317 from the Cahills to complete the renovations.

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

FISCAL EFFECT: None at this time.

RECOMMENDATION: After hearing public comment, Council should consider approval of the attached resolution which would authorize the submission of a CDBG application for the support of the proposed project at 125-127 West Michigan Avenue and appoint the City Manager as the Certifying Officer for the project.

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

**CITY OF MARSHALL, MICHIGAN
RESOLUTION #2022-**

**AUTHORIZING RESOLUTION for the Submission of a
Community Development Block Grant (CDBG) Application
To Support the 125-127 West Michigan Rental Rehabilitation Project**

WHEREAS, Federal monies are available under the Community Development Block Grant (CDBG) program, administered by the Michigan Economic Development Corporation for the purpose of or for the provision of Economic Development; and

WHEREAS, the City of Marshall desires to request \$500,000 in CDBG funds to fund the creation of five (5) apartments on the second floor of 125-127 West Chicago Street; and

WHEREAS, Justin & Heather Cahill are investing funds in the amount of \$232,317; and

WHEREAS, the City Council has reviewed the need for the proposed project and have determined that it is consistent with the City of Marshall's Master Plan as described in the Application; and

WHEREAS, after public meeting and due consideration, the City Council has recommended that an application be submitted to the Michigan Economic Development Corporation for the following project: 125-127 West Michigan Rental Rehabilitation; and

WHEREAS, it is necessary for the City Council to approve the preparation and filing of an application for the City to receive funds from this program.

NOW, THEREFORE, BE IT RESOLVED, that the City Council does hereby approve and authorize the preparation and filing of an application for the above-named project; and that the City Manager is hereby authorized as the Certifying Officer and authorized to sign all necessary documents on behalf of the City.

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 4th day of April, 2022.

Trisha Nelson, City Clerk

Date

1. IDENTIFICATION OF UGLG

1a. PROJECT TITLE: Marshall Apartments

1b. UGLG CONTACT INFORMATION		1c. FUNDING SOURCES	
Unit of General Local Government	City of Marshall	CDBG Grant	\$ 500,000
		UGLG	\$
Highest Elected Chief Official	Name: Joe Caron	Private	\$ 232,317
	Title: Mayor		\$
	Ph. 269-781-5183		\$
	Email jaron@cityofmarshall.com		\$
Street/PO Box	323 W Michigan Ave	TOTAL	\$ 732,317
City	Marshall	1d. UGLG INFORMATION	
State/Zip	MI 49068	UGLG DUNS # http://www.dnb.com/duns-number.html	
County	Calhoun	828616628	
UGLG Project Contact (PC)	Name: Eric Zuzga	UGLG Federal ID #	
	Title: Director of Community Services	38-6004708	
	Ph. 269-558-0354	UGLG Fiscal Year	
	Email ezuzga@cityofmarshall.com	7/1 to 6/30 (month start and end)	

1e. REPRESENTATIVE INFORMATION

State Government Representation	Federal Government Representation
Senator Name: John Bizon	Representative Name: Peter Meijer
Representative Name: Matt Hall	Congressional District: 3rd
Senate District: 19th House District: 63nd	

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	Derek Perry, City Manager	Date	3/21/22

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 in downtown of Marshall, Michigan. It is a registered address as a contributing building within the Marshall Michigan Historic Landmark District, recognized nationally. ii. The City of Marshall has identified, through the RRC process, a need for affordable and market rate housing. By creating five apartments where none exist currently help is brought to the needs of the community, as identified in Master Plan. iii. The beneficiaries of the project will be the residents of Marshall, MI. Three of the five apartments being created will rent to persons at or below 80% of AMI for a period of no less than 5 years. The other two apartments will be rented at market rates. iv. The apartment space as designed will be "gut rehabilitated". Any LBP or Asbestos identified will be fully abated, new electrical, mechanical, and plumbing systems will be added to each apartment as the architectural plans show. New flooring, lighting, kitchens, bathrooms, walls, trim, doors, insulation, windows, fire protection, etc. to create an all new living experience. Existing entry ways will be renovated in the same fashion with new security lock system. v. Funding sources would include private funding as described herein from the owner and MEDC grant funds. vi. Partners in this project would include the following: City of Marshall, MEDC, CWK Property Holding LLC, Driven Design Studio, and a contractor to be selected in the future. All partners, aside from the developer, in this project have worked closely with the MEDC in the past. vii. Just this past summer the entire façade was renovated, roof replaced, along with back structural repairs that make the exterior solid. Once the proposed apartments are completed (with MEDC funding of course), the property management expertise of the owner will carry the day to day maintenance into the future. The experience of the owners is extensive and they understand the needs for preventative maintenance of a historical building.</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 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 checked="" type="checkbox"/> None of the above <input type="checkbox"/> Not applicable
3c.	<p>What is the age of the benefitting building/property? 1896</p>

3d.	Provide the address(es) of the benefited property(s)/building(s)/businesses. Indicate whether commercial and/or residential: 125 W Michigan Ave - commercial, 127 W Michigan - commercial. The 2nd floor encompasses the entirety of 125-127 as commercial office spaces, with a front façade staircase solely servicing the 2nd floor.
3e.	What is the total square footage impacted by this project? 3,147 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). Justin and Heather Cahill
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. N/A

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:	<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: Additional water to the newly created apartments	<input checked="" type="checkbox"/> Yes <input 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, zoning and building permits will be applied for within project timeline.	<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: This building currently services commercial tenants only. The lower level services 2 office spaces. Main floor houses a retail store and a candy shop. Upon completion of the 5 apartments the building will become mixed-use.	<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?	<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	5/1/2022	6/15/2022
3 rd Party Environmental Review	5/1/2022	6/15/2022

Bidding/Contractor Selection	6/15/2022	7/15/2022
Construction	8/1/2022	7/31/2023

6. PROJECT BUDGET

ACTIVITY COSTS	CDBG	LOCAL	PRIVATE			TOTAL
Planning	\$	\$	\$	\$	\$	\$
Acquisition	\$	\$	\$	\$	\$	\$
Engineering	\$	\$	\$6,000	\$	\$	\$6,000
3 rd Party Environmental	\$	\$	\$	\$	\$	\$
Demolition	\$	\$	\$15,000	\$	\$	\$15,000
Construction (includes contingency and bonding)	\$487,600	\$	\$211,317	\$	\$	\$698,917
Lead Basse Paint Abate	\$5,000	\$	\$	\$	\$	\$5,000
Asbestos Abatement	\$5,000	\$	\$	\$	\$	\$5,000
LBP testing	\$1,200	\$	\$	\$	\$	\$1,200
Asbestos testing	\$1,200	\$	\$	\$	\$	\$1,200
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
GRAND TOTAL	\$500,000	\$	\$232,317	\$	\$	\$732,317

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

Yes, the Owner's bank is ready to assist and the city has approved an OPRA for the project

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, with no findings on the project. Currently have a 7-unit grant for Schulers.

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

<p>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 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>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA</p>
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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 checked="" type="checkbox"/> N/A <input type="checkbox"/>
Exhibit VII	Asbestos Applicability and Compliance Worksheet (Form 5-V)	Attached <input checked="" 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 checked="" 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	1. Rental Rehabilitation Workbook 2. Housing Quality Standards 3. Substandard Unit Verification, for existing units only	Attached <input type="checkbox"/> N/A <input checked="" 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>		



ADMINISTRATIVE REPORT

April 4, 2022 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Josh Lankerd, Chief of Police
Marguerite Davenport, Director of Public Services

SUBJECT: **SPECIAL EVENT REQUEST**
MARSHALL ANNUAL BLUES FEST

The Marshall Downtown Development Authority is requesting to hold the Marshall Annual Blues Fest on Saturday, June 25, 2022.

Attached is the City Special Event Application (CSEA) and street closure map. As in prior years they are requesting the closure of Michigan Avenue between Eagle Street and Jefferson St and Eagle Street between Mansion and Michigan Avenue for the duration of the event.

FISCAL EFFECT: Per the Special Events Policy.

RECOMMENDATION: Approval should be subject to:

- Coordination with City staff assigned to the Special Event
- Approval of a State of Michigan MDOT Street Closure and Detour Permit
- Implementation of a Temporary Traffic Control Order to restrict parking on Michigan Avenue

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com



SPECIAL EVENT APPLICATION

The City must receive this form ninety (90) days prior to the date of the event. Forms received less than ninety (90) days prior to the date of the event may result in denial of the request. Please submit a letter with this form that details your Special Event.

APPLICANT INFORMATION

Applicant Name: Mike Beck	Phone Number: 517-202-3693
Email: mbeck@commoncitizen.com	

EVENT INFORMATION

Event Name: Marshall Annual BluesFest		
Event Sponsor (company/organization/group): Marshall Downtown Development Authority		
<input checked="" type="checkbox"/> Non Profit	<input type="checkbox"/> For Profit	<input type="checkbox"/> Public Awareness
Date(s) of Event: Saturday, June 25, 2022	Start Time: 12:01pm	End Time: 11:59pm

Type of Event

<input type="checkbox"/> Parade/Run/Walk	<input type="checkbox"/> Entertainment	<input checked="" type="checkbox"/> Other Event (explain):
Assembly Starting Location:	City Park(s):	Music Festival
Destination/Finishing Point:		Describe Location: Downtown Marshall: On Michigan Avenue between Eagle St and Jefferson St and On Eagle St between Mansion St and Michigan Ave (see attached map)
Please attach map with letter indicated the route fo the event.	Parking Lot(s):	

Is a street Closure Requested: Yes No

Name of Street(s):
Michigan Avenue (Eagle to Jefferson) and North Eagle Street (Mansion to Michigan)

INSURANCE

The City of Marshall requires an insurance certificate naming the City of Marshall as co-insured for any events on city property. An insurance certificate **must be filled out at the time of this Special Event Application is submitted**. The minimum amount of coverage required is \$1 million dollars of Liability Insurance.

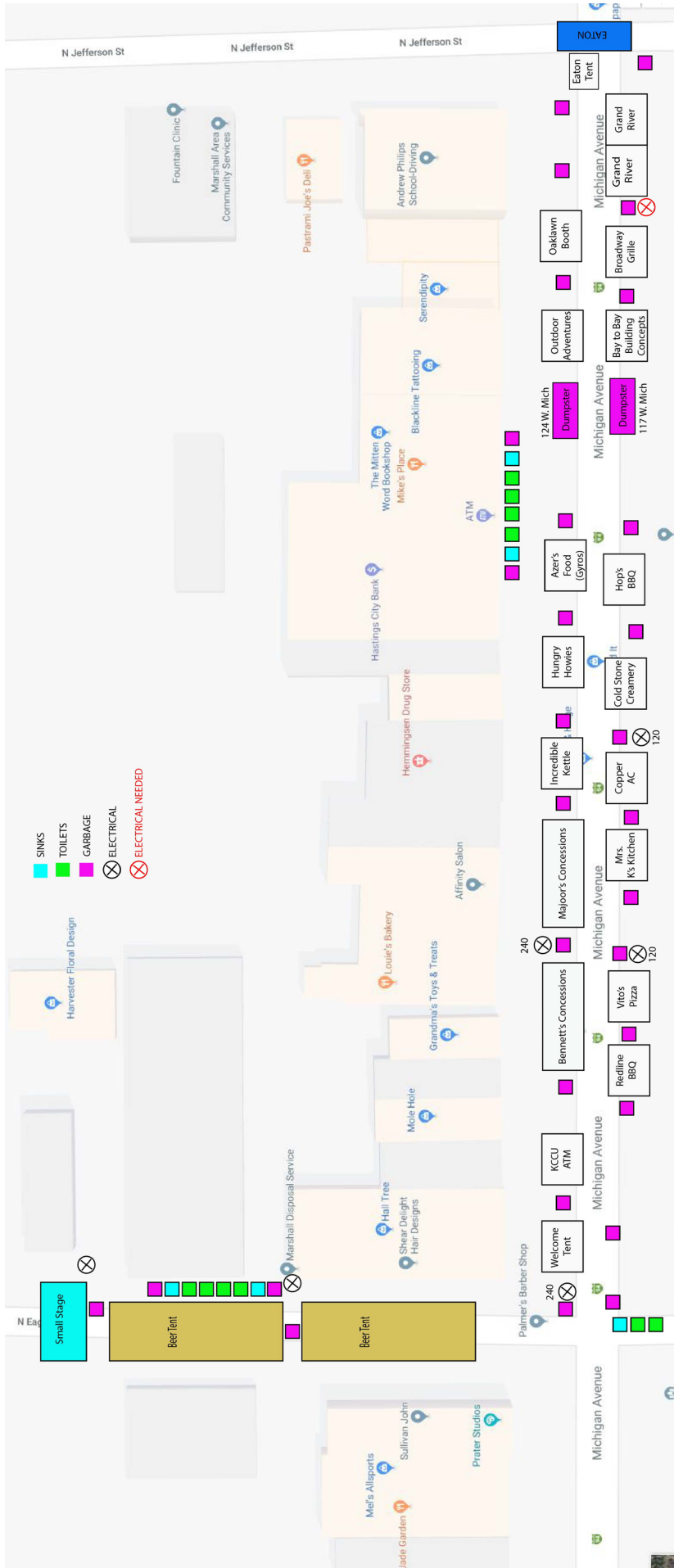
Insurance Certificate Status: Included with Event Application Certificate Previously Filed

Event Representative Signature:	Printed Name:
Date:	

Example of Fees to To be determined by City Departments				OFFICE USE ONLY
Item	Unit Price		Quantity	Total Cost
Type III Barricade	\$8.00	Each		
Saw Horse Barricade	\$5.00	Each		
Closure Signs	\$2.00	Each		
Detour Signs	\$4.00	Each		
Traffic Cones	\$3.00	Each		
No Parking Signs	\$1.00	Each		
Hang Banner	\$400.00	Each		
Trash Can	\$5.00	Each		
Total Equipment Cost				

Staff Charges Hours will be estimated at event planning meeting with Organizer				OFFICE USE ONLY
DPW/Parks Department Services	Cost		Total Cost	
Restroom Cleaning	\$ 45.00	Per Hour		
Restroom Cleaning (overtime rate)	\$ 60.00	Per Hour		
Street Sweeping	\$ 25.00	Per Block		
Street Sweeping (overtime rate)	\$ 35.00	Per Block		
Empty Trash (overtime rate)	\$ 200.00	Each Occurance		
DPW Equipment/Vehicles:				
Other:				
Police Department Services	Cost			
Per Officer	\$ 55.00	Per Hour		
Per Officer (overtime rate)	\$ 85.00	Per Hour		
Vehicle:	\$ 25.00	Per Hour		
Fire Department Services	Cost			
Personnel		Per Hour		
Ambulance/Pumper (overtime rate)		Per Hour		
Other	TBD			
Total Staff Charges				
SUB TOTAL				
Apply Non Profit Discount (-\$1000)				
TOTAL				

2019 Bluesfest Map



- SINKS
- TOILETS
- GARBAGE
- ⊗ ELECTRICAL
- ⊗ ELECTRICAL NEEDED



ADMINISTRATIVE REPORT
April 4, 2022 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Josh Lankerd, Chief of Police
Marguerite Davenport, Director of Public Services

SUBJECT: **SPECIAL EVENT REQUEST**
VIKING WARRIOR FESTIVAL

At the March 21, 2022 City Council meeting, a Ms. Treasa Davidson, representing the non-profit Path of the Old Ways, requested permission to hold a special event at a city park this summer. The proposed Viking Warrior Festival is a public event that focuses on Viking people and culture. Previously the event was held at the Calhoun County Fairgrounds, but they have declined to host them this year.

Attached is the City Special Event Application (CSEA) and supporting request letter. According to the application, they are requesting the use of Ketchum Park (north side) for the three-day event (Friday, June 17, 2022 to Sunday, June 19, 2022). They plan to provide trash containers and removal service and will be responsible for providing portable toilets for the duration of the event at their cost.

They are also requesting approval for limited camping for the event actors and vendors, campfires and permission to sell and consume alcohol in the City Park. All are permissible subject to City Council approval (Chapter 91: Parks and Recreation Ordinance, Chapter 95: Fire Protection).

They are aware that a State of Michigan liquor license, completion of our liability waiver and meeting our liability insurance requirements would be requisite as part of the events approval.

FISCAL EFFECT: Per the Special Events Policy.

RECOMMENDATION: Approval should be subject to:

- Coordination with City staff assigned to the Special Event
- Completion of the Special Event Liability Waiver
- Submittal of proper liability insurance coverage documents
- Approval of a State of Michigan Liquor License
- Approval of recreational fires per Ordinance Ch. 95
- Verification of parking, trash and restroom plan

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

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cityofmarshall.com



SPECIAL EVENT APPLICATION

The City must receive this form ninety (90) days prior to the date of the event. Forms received less than ninety (90) days prior to the date of the event may result in denial of the request. Please submit a letter with this form that details your Special Event.

APPLICANT INFORMATION

Applicant Name: Treaga Davidson | Phone Number: 209-344-7922

Email: ~~Viking War~~ Vikingwarriorfest@gmail.com

EVENT INFORMATION

Event Name: Viking warrior festival

Event Sponsor (company/organization/group): Path of the old ways

Non Profit For Profit Public Awareness

Date(s) of Event: 6/17/2022 - 6/19/22 Start Time: 6pm End Time: 6pm

Type of Event

Parade/Run/Walk Entertainment Other Event (explain): Educational festival

Assembly Starting Location: City Park(s): North side
Destination/Finishing Point: Ketchum Park

Describe Location:

Please attach map with letter indicated the route for the event. Parking Lot(s): Parking Lot adjacent

Is a street Closure Requested: Yes No

Name of Street(s): N/A

INSURANCE

The City of Marshall requires an insurance certificate naming the City of Marshall as co-insured for any events on city property. An insurance certificate must be filled out at the time of this Special Event Application is submitted. The minimum amount of coverage required is \$1 million dollars of Liability Insurance.

Insurance Certificate Status: Included with Event Application Certificate Previously Filed
Please refer to letter attached

Event Representative Signature: Treaga Davidson
Date: 3/30/2022

Printed Name: Treaga L. Davidson

To: The City of Marshall

From: Path of the Old Ways/ Viking Warrior Festival

March 30th, 2022

We thank the city of Marshall for considering our application for holding our Festival, Viking Warrior Festival.

We have filled out the form requesting the use of the north side of Ketchum Park. However, we are requesting that the City allow us to purchase our insurance policy the week before the festival and provide the city with a copy, this is due to issues that arose with these insurance companies in 2020. Once the policy is purchased the companies will not change dates or refund money paid for these policies should anything happen. So, we request that the city allow us to provide them with our insurance policy the week before the festival.

In addition to the use of Ketchum Park, we are requesting to be able to have limited Camping, in the park for the reenactors, and a few vendors who choose to stay with their booths. This helps us to secure the area we are using, as well as our equipment, the merchandise, and booths of our various vendors. Further we are requesting the use of above ground fire pits, and a couple of propane fire pits. These will be used for cooking demonstrations, a religious demonstration, and more. We will make sure there is water on hand, and the area around the fire pits will be roped off and secured. We as a group strive to leave little to no footprint behind after we have been to a festival or hold a festival of our own. Our festival further requests that the city council gives us permission to sell alcohol at our festival in the park. We will obtain liquor licenses for each day through the LARA under our non-profit. As well as make sure that we have the insurance policy for said alcohol.

Furthermore, we are looking for donated garbage service and we are willing to rent port-a-potties for the event to alleviate any burden upon the city. At this point we do not know of us needing any barricades, police, or other city workers.

In closing due to the time constraints, we have been forced to move our festival to June 17th-the 19th. We apologize for the date change, but it was nearly impossible to put this festival together in 15 days. However, we look forward to a long and mutually successful relationship with the city of Marshall.

Sincerely,
Path of the Old Ways,
&
The Viking Warrior Festival Committee

Treasa Davidson



ADMINISTRATIVE REPORT

April 4, 2022 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
William Dopp, Deputy Finance Director
Karen Lancaster, Finance Director
Eric Zuzga, Director of Community Services

SUBJECT: **SCHULER'S 2ND AND 3RD FLOOR RENTAL REHABILITATION PROJECT**

The Schuler's project continues to move forward with construction having started in early March. A few items that need City Council action have been identified recently. First, during the application process, the MEDC raised the limit on the amount of grant money per project from \$60,000 to \$100,000 per apartment. Schuler's costs have risen dramatically from the beginning of the project and this additional grant funding is necessary to make the project feasible. Attached is a resolution that would authorize the City Manager to update our application to reflect the new funding amounts.

Additionally, during staff discussions on the progress of the project, the need for a development agreement to classify and detail responsibilities for all parties was identified. The attached development agreement was drafted by staff and reviewed by City Attorney Revore and has been submitted to Schuler's for their review.

The final item for your consideration is a formal escrow agreement to facilitate the project. Schuler's notified us that their lender, Homestead Savings Bank, would like to place Schuler's development match in an escrow account with the City so that funds could be drawn as necessary during the course of the project. The attached Escrow Agreement has been reviewed by Attorney Revore and is presented for your deliberation. This agreement and the ability to access Schuler's match will allow the city to control payments to contractors and ensure we are staying within state and federal project guidelines.

FISCAL EFFECT: None anticipated.

RECOMMENDATION: It is recommended that Council approve the attached resolution and agreements.

- Authorizing Resolution for the Submission of a CDBG Application
- Schuler's Inc. Rental Rehabilitation Project Development Agreement
- Schuler's Rental Rehabilitation Escrow Agreement

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

**CITY OF MARSHALL, MICHIGAN
RESOLUTION #2022-**

**AUTHORIZING RESOLUTION for the Submission of a
Community Development Block Grant (CDBG) Application
To Support the Schuler's 2nd and 3rd Floor Rental Rehabilitation Project**

WHEREAS, the City of Marshall had applied for a \$420,000 CDBG grant to support Schuler's 2nd and 3rd Floor Rental Rehabilitation; and

WHEREAS, during the application process the Michigan Economic Development Corporation increased funding for rental rehabilitation projects from \$60,000 per apartment to \$100,000 per apartment; and

WHEREAS, the City of Marshall desires to request the full \$700,000 in CDBG funds to fund the creation of seven (7) apartments on the second and third floor of the Schuler's building; and

WHEREAS, Sue and Shannon Damron have increased their participation in the project from \$509,294 to over \$1.6 million to cover the increased costs which are more than the required match for CDBG projects; and

NOW, THEREFORE, BE IT RESOLVED that the City of Marshall authorizes the City Manager to apply for the additional \$280,000 in CDBG funds available for the Schuler's Rental Rehabilitation project.

Voting For:

Voting Against:

Abstained:

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 4th day of April, 2022.

Trisha Nelson, City Clerk

Date

**DEVELOPMENT AGREEMENT FOR
SCHULER'S INC., RENTAL REHABILITATION PROJECT**

This Development Agreement (the "Agreement") is made and effective _____, _____, 2022, by and between the **CITY OF MARSHALL** ("City"), a Michigan municipal corporation, whose address is 323 W. Michigan Avenue, Marshall, Michigan 49068 and **SCHULER'S INC.**, whose address is 115 South Eagle Street, Marshall Michigan 49068 (individually a "party," collectively the "parties").

RECITALS

WHEREAS, the Developer owns the real property located in the City of Marshall, Michigan, commonly known as 115 South Eagle Street, Marshall Michigan and legally described on the attached Exhibit "A".

WHEREAS, pursuant to the Michigan Community Development Block Grant Program ("CDBG"), the Developer has sought financial support for the rehabilitation of certain area of the structure on the Property.

WHEREAS, at the request of the Developer, the City has submitted to the Michigan Economic Development Corporation ("MEDC") an application for grant funding for the rehabilitation of the Property, which has been approved:

WHEREAS, the Developer intends to revitalize portions of its second and third floors of the historic building in downtown Marshall, Michigan into seven (7) new rental units as described in the following definition of the "Project" and within and in accordance with the CDBG Grant Agreement, No. MSC 220059-RR.

WHEREAS, the Developer and the City wish to set forth their respective duties and obligations relative to this Project and set forth the terms governing the development of the Project.

WHEREAS, the City of Marshall and the Developer have recognized the need for the development of additional rental units in the City.

WHEREAS, the Developer will develop certain areas within the Property for additional residential units, by way of the use grant funding for the rehabilitation of the Property that will allow the following:

- Use of grants to complete the Property improvements.
- Create a clear plan to improve the designated area.
- Encourage City residence by bringing more people into the area to live, work, and enjoy the City.

NOW THEREFORE, in consideration of the above recitals, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are incorporated in and form a part of this Agreement.

2. **SCOPE OF PROJECT.** The scope of the Project is defined as the construction, rehabilitation and improvement of the Property to include seven (7) new rental units to be added to the building, including demolition/cleanout, installation of an elevator, framing, electrical, HVAC, plumbing, insulation, drywall, paint, cabinets, flooring, and appliances, up through certificate of occupancy and close-out of any Grant obligations, and including but not limited to, and process of, all necessary accounting and reporting to government agencies.

3. **CDBG GRANT AGREEMENT.** The parties agree to be bound by and adhere to the terms and conditions of the CDBG Grant Agreement, No. MSC 220059-RR.

4. **DEFINITIONS.**

"CDBG" shall mean Michigan Community Development Block Grant Program.

"City" shall mean the City of Marshall, Michigan.

"Capital Investment Commitment" shall mean the direct capital expenditures to construct, equip and complete the Project.

"Capital Investment Commitment Date" shall mean January 1, 2022.

"City Representative" or "City Official" shall mean an employee, elected official or appointed official of the City together with any City agent or consultant disclosed to the Developer.

"Developer" shall mean Schuler's Inc.

"Development Period" shall mean February 1, 2022 through December 31, 2023.

"Effective Date" shall mean the date when both the City and the Developer have executed this Agreement.

"Laws" shall mean all federal, state and local laws, moratoria, initiatives, referenda, ordinances, rules, regulations, standards, orders and other governmental requirements applicable to the Project, including, without limitation, those relating to the environment, health and safety, disabled or handicapped persons.

"MEDC" shall mean the Michigan Economic Development Corporation.

"Permit fees" shall mean all fees for required permits due the City after the Effective Date.

"Permits" shall mean all permits, licenses, approvals, entitlements, notifications, determinations, and other governmental and quasi-governmental authorizations, including without limitation zoning and land use approvals and certificates of occupancy, required in connection with the ownership, planning development, construction, use, operation, or maintenance of the Project. As used herein, "quasi-governmental" shall include the providers of all utility services to the Project.

"Person" shall mean a natural person, corporation, partnership, trust, association, limited liability company or other entity.

"Project" shall mean the construction, rehabilitation and improvement of the Property to include seven (7) new rental units to be added to the building located at 115 South Eagle Street, Marshall Michigan 49068, including demolition/cleanout, installation of an elevator, framing, electrical, HVAC, plumbing, insulation, drywall, paint, cabinets, flooring, and appliances, up through certificate of occupancy and close-out of any Grant obligations, and including but not limited to, and process of, all necessary accounting and reporting to government agencies.

"Project Budget" shall mean the overall budget for the cost of constructing, equipping, and completing the Project and shall include capital and a general summary of the planned sources and uses for the Project.

"Property" shall mean the premises at 115 South Eagle Street, in the City of Marshall, Calhoun County, Michigan, legally described on the attached Exhibit "A."

"Term" shall mean the term of this Agreement, commencing on the Effective Date and expiring upon the first to occur of: (i) the termination of this Agreement pursuant to an express provision of the Agreement; or (ii) the mutual written agreement of the Parties to terminate this Agreement; or completion of the Project and issuance of certificate of occupancy and close-out of any grant obligations, and including but not limited to, and process of, all necessary accounting and reporting to government agencies.

"Water and Sewer Connection Charges" shall mean those charges for connections, installations, tap-in, meter and other costs not based on the use of water and sewer services at the Project.

5. PROJECT OVERVIEW AND INITIAL CONDITIONS.

A. Project Costs. The total estimated Project cost is \$2,403,528.00. ("Project Costs")

B. CDBG Grant. Of the total Project cost, CDBG Grant funds shall not exceed \$725,450.00.

C. Public Contributions. The City will not provide direct financial assistance to the Project; however, the City has approved an Obsolete Property Rehabilitation exemption and will commit reasonable staff time to complete the Project.

D. Financial Contributions. The City shall not be required to contribute any City funds for the Project, and the Developer and City acknowledge same. The City shall serve as Grantee under the CDBG Grant Agreement, No. MSC 220059-RR. Developer shall be solely responsible for any Project costs more than the Grant funds, that may also include repayment of Grant funds, as required under this Agreement and Grant Agreement.

E. Project Milestones. The Project Milestones shall be as follows:

- Grant Agreement Executed: January 31, 2022
- Construction Commencement: March 1, 2022
- Construction Completion: December 31, 2023

F. Community Support. The City shall continue to provide support for the Project as specifically set forth and limited as provided under this Agreement.

G. Repayment. The Developer acknowledges that should any of the specifications in this Agreement or the CDBG Grant Agreement for the Project not be met, the City may require the repayment of the Grant up to the full amount from the Developer.

H. Environmental Review. The Developer acknowledges that it must complete the CDBG environmental review and have received written authorization from MEDC prior to incurring any Project costs.

I. Reporting Requirements. The Developer shall be required to provide progress reports every three (3) months to the City to assure reporting requirement compliance is met on time as outlined in the executed CDBG Grant Agreement. Developer shall be responsible for all audits and reporting requirements as required under the CDBG Grant Agreement.

6. DEVELOPMENT REQUIREMENTS.

A. Development Period Covenants of Developer. The Developer covenants and agrees to undertake the following actions during the Development Period: March 1, 2022 through December 31, 2023, or earlier as provided for under this Agreement.

B. Project Construction. The Developer will commence construction of the Project and will proceed diligently to construct and develop the Project during the Development Period as outline in the CDBG Term Sheet and CDBG Request for Release of funds for this Project, which are incorporated in this Agreement by reference.

C. Capital Investment Commitment. Not later than the Capital Investment Date, the Developer shall fulfill or cause the Capital Investment Commitment to be fulfilled.

D. Project Books, Records and Materials. The Developer shall provide evidence acceptable to the City to document the fulfillment of the Capital Investment Commitment. The City may review Project books, records, and related materials to confirm the Capital Investment Commitment. If the Project books, records, and related contain confidential or proprietary Developer information, the same shall be reviewed privately by the City Person at a location mutually agreeable to the Parties.

E. Permits and Approvals. The Developer shall maintain, as required by law and all applicable building codes, all Permits that are necessary in order for the Developer to construct and complete the Project, whether required by the City and/or other governmental agencies. The Developer shall obtain and maintain the Permits as its sole cost and expense.

F. Payment of Taxes. The Developer shall pay and discharge prior to the date when a penalty would apply, all taxes assessed against the Property.

G. Maintain Existence in Good Standing. The Developer shall maintain its existence as a limited liability company in good standing in the State of Michigan.

H. Developer's Insurance. Prior to commencing construction on all or any portion of the Property, Developer shall and Developer shall cause its agents, contractors and subcontractors, (the "Developer Parties") to procure and maintain in full force and effect, at Developer's sole expense, Builders Risk, Commercial General Liability Insurance, Commercial Automobile Liability Insurance, (including coverage for owned automobiles and for non-owned and hired automobiles), Umbrella or Excess Liability Insurance for the Commercial General Liability Insurance and Commercial Automobile Liability Insurance, Professional Liability as specified herein and any other insurance as may be required from time to time. With the exception of Worker's Compensation and Professional Liability Insurance, each policy must (i) identify the City as an additional insured and (ii) include an endorsement providing that coverage in favor of City will not be impaired in any way by any act, omission, or default of Developer, its contractors, employees, agents, representatives or any other person. All insurance policies required hereunder shall be written as primary policies, not contributing with or in excess of any coverage maintained by the City of Marshall. Developer shall provide the City with a Certificate of Insurance and a copy of the additional insured endorsement at any time upon request. Commercial General Liability Insurance, Commercial Automobile Liability Insurance, Umbrella or Excess Coverage and Worker's Compensation Insurance shall be written with limits of liability not less than those shown below. Builders Risk policies for each portion of the Project will be for the completed value of the structures and the Infrastructure Improvements, either in whole or as component parts of the Project based upon the construction cost.

Builders Risk	As stated above
Commercial General Liability	
i. Each Occurrence	\$1,000,000;
ii. General Aggregate	\$2,000,000 and;
iii. Products/Completed Operations (Aggregate)	\$2,000,000;
Personal and Advertising Injury	\$1,000,000
Commercial Automobile	\$1,000,000 combined single limit
Umbrella	\$5,000,000 each occurrence
Worker's Compensation	Statutory limits
Employer's Liability	\$1,000,000
Limited Pollution	\$1,000,000
Professional Liability	\$1,000,000

Developer shall, and shall cause its contractors to, maintain in effect all insurance coverages required hereunder, at the Developer's sole expense or such Developer Party's sole expense. All insurance is to be issued by companies having a "General Policyholders Rating" of at least "A" and a financial rating of not less than Class XII. All insurance policies shall provide that the coverage afforded shall not be canceled or non-renewed or restrictive modifications added, until at least ten (10) days' prior written notice has been given to each of the Developer's Designees. Developer shall, at least thirty (30) days prior to the expiration of such policies, furnish the City with renewals thereof. In the event the Developer or Developer Parties fail to obtain or maintain any insurance coverage required under the Agreement, the City may purchase such coverage and charge the cost thereof to Developer at 125% of the actual costs in order to compensate the City for the administrative time involved.

I. General Indemnification. To the extent not covered by the proceeds from the insurance policies required to be carried hereunder or under any other agreements between the parties hereto, Developer agrees that it shall indemnify and hold harmless the City from against and from any loss, damage, claim of damage, liability or expense to or for any person or property, whether based on contract, tort, negligence or otherwise, arising directly or indirectly out of or in connection with its acts or omissions in conjunction with the performance of this Agreement so indemnifying, its agents, servants, employees or contractors; provided, however, that nothing herein shall be construed to require a party to indemnify the other against such party's own acts, omissions, or neglect.

J. Development Periods. The City agrees to the following:

- 1) Permits. The City shall reasonably expedite the issuance of required Permits and City approvals necessary for the Project provided the Developer has submitted the required application or information under the generally applicable standards for granting such Permits. The City shall promptly review completed submissions.
- 2) Right of Way Usage. Developer may temporarily utilize the Green Street Right-of-Way immediately adjacent to the existing building for the

storage of construction materials and related items for the duration of construction, provided such is not hazardous to persons in the immediate or passerby.

- 3) Development Period Termination. In the event of Developer default, the City may terminate this Agreement during the Development Period only after and during the continuance of a Developer Event of Default. The Developer may terminate this Agreement only after and during the continuance of a City Event of Default.

7. CONFLICTS OF INTEREST.

A. No Conflict Representation of Developer. The Developer and its Controlling Member represent and warrant that, to their actual knowledge and except as disclosed to the City, the Mayor of the City, any member of the City Council, City Manager or any other City Representative who exercises any discretionary function or responsibility in connection with the approval of any action required under this Agreement (collectively "City Official(s)"), that said City Officials have no personal financial interest in the Developer or the Project.

B. No Conflict Covenant of Developer. The Developer and its Controlling Member covenant and agree that no City Official may, to the extent of the Developer and Controlling Member have the authority to prevent, (i) obtain a personal or financial interest in the Developer or the Project, (ii) hold or have an interest in any contract, subcontract, or agreement for payment with respect to the construction and development of the Project, either for themselves or those with whom they have a direct family or business relationship during their tenure as a City Official.

8. REPRESENTATION AND WARRANTIES.

A. Default by Developer. The occurrence of any of the following events shall be an event of default by the Developer under this Agreement (a "Developer Event of Default"):

- 1) Breach of this Agreement, Representation and Warranties. Breach of any provision of this Agreement, representation, or warranty made in this Agreement or in connection with any delivery, application or commitment for the Project by the Developer is false or misleading in any material respect at the time made.
- 2) Breach of CDBG Grant Agreement, No. MSC 220059-RR.
- 3) Failure to Complete Project.
- 4) Payment and Performance Default. The Developer fails, after receiving any required notice, to perform any covenant, agreement, obligation,

term, or condition under this Agreement within any applicable grace or cure period, or if no due date or grade period is set forth in this Agreement and is not expressly prohibited, then within sixty (60) days for monetary default following written demand and sixty (60) days for non-monetary default following written demand (specifying the nature of the default), and for non-monetary default during the Development Period, the Development shall not be in default if the nature of the default is such that the Developer may need more time to cure, in which case the period to cure shall be extended for ninety (90) days for so long as may be reasonably required to cure such default provided the Developer

- 5) Bankruptcy.
- 6) Developer adjudicated insolvent, or shall make assignment for the benefit of creditors, shall file a petition in bankruptcy, shall voluntarily be adjudicated insolvent or bankrupt or shall admit in writing the inability to pay debts as they mature, shall petition or apply to any tribunal for or shall consent to or shall not contest the appointment of a receiver, trustee, custodian or similar officer, and the appointment of same adversely affects the Project or the City.
- 7) A petition is filed or any case, proceeding or other action is commenced against the Developer seeking to have an order for relief entered against it as debtor or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or other relief under any law relating to bankruptcy, insolvency, arrangement, reorganization, receivership or other debtor relief under any law or statute of any jurisdiction whether now or hereafter in effect or a court of competent jurisdiction enters an order for relief against the Developer that is not dismissed within one hundred twenty (120) days after being commenced.
- 8) Dissolution of Developer. Any dissolution, termination, or partial or complete liquidation of the Developer prior to completion of the Project.
- 9) Failure to Maintain Property / Project Insurance as Required.

B. Remedies of the City. After and during the continuance of a Developer Event of Default, the rights and remedies of the City shall include, but not limited to:

- 1) Damages and Injunction. The City may maintain an action to recover any damages (including reasonable fees and expenses of legal counsel, consultants, and expert witnesses incurred in connection therewith) resulting from the Development Event of Default. Notwithstanding the foregoing, in no event will the Developer be liable for any punitive, speculative, or consequential damages alleged by the City. The City

may also seek injunctive relief.

- 2) Termination. The City may terminate this Agreement in accordance with the specific termination rights set forth in this Agreement.
- 3) Specific Performance of this Agreement.
- 4) Developer shall be liable to City and/or any governmental agency for any amounts of the Grant, repayment of the Grant, or reimbursement of Grant funds, to any governmental agency by reason of Developer's breach of this Agreement, default, or failure to complete the Project.

C. Default by the City. The occurrence of any of the following events shall be an event of default by the City under this Agreement (a "City Event of Default").

- 1) Payment or Performance Default. City fails, after receiving any required notice, to perform any covenant, agreement, obligation, term, or condition under this Agreement, within any applicable grace period, or if no due date or grace or cure period is set forth, then within sixty (60) days following written demand specifying the nature of the default.
- 2) Breach of Representations and Warranties. Any representation or warranty made in this Agreement or in connection with any delivery application or commitment relating to the Project by the City is false or misleading in any material respect at the time made.

D. Remedies of Developer. After and during the continuance of a City Event of Default, the rights and remedies of the Developer shall be limited to:

- 1) Injunction. Developer may seek an injunction resulting from the City Event of Default. Notwithstanding the foregoing, in no event will the City be liable for any punitive, speculative or consequential damages alleged by the Developer. The Developer may also seek injunctive relief.
- 2) Termination. Developer may terminate this Agreement in accordance with the specific termination rights set forth in this Agreement; notwithstanding, section 8(B)(4) above shall survive termination of this Agreement.
- 3) Specific Performance of this Agreement.

9. MISCELLANEOUS.

A. Effect of Agreement. The City shall be obligated to perform only those undertakings expressly set forth in this Agreement and its obligation and duties pursuant to applicable laws, ordinance and charter. Execution of this Agreement is no way

constitutes City approval of the Project or obligates the City to support or approve the Project except as expressly set forth in this Agreement.

B. Compliance with Laws. The Developer and the City shall each comply with all applicable laws at all times during the Term, and that may be required subsequent.

C. City Consent. Where the consent of the City is required or requested under this Agreement after the Effective Date, such consent may be provided by the City Manager.

D. Costs. Except as specifically set forth in this Agreement, each of the Parties will bear its own cost and fees with respect to actions taken as required by this Agreement or in support of such obligations. The City and the Developer shall have no liability for any claims of any nature except as expressly set forth in this Agreement.

E. Assignability, Transferability, Modification. The obligations of the Developer under this Agreement are not assignable, transferable, or modifiable without the express written agreement of the City. If assignment or transfer is authorized, the obligations of the Developer under this Agreement shall survive any assignment, unless waived or modified by the City. If the City declines to approve an assignment in accord with the provisions of this section, Developer shall remain obligated to complete its obligations under the Agreement.

F. Notices. Except as otherwise specified herein, all notices, consents, approvals, requests, and other communications (collectively called "Notices") required or permitted under this Agreement must be given in writing and are effective on delivery. Delivery may be effectuated by personal service with receipt obtained; certified mail or first-class mail with delivery proof; or nationally recognized overnight courier delivery service with next business day delivery. Notices must be addressed as follows:

To the City: City Manager
323 W. Michigan Avenue
Marshall, Michigan 49068

With a copy to: City Attorney
323 W. Michigan Avenue
Marshall, Michigan 49068

To the Developer: Sue Damron
Schuler's Inc.
115 South Eagle Street
Marshall, MI 49068

G. Amendment. No amendment or modification to or of this Agreement shall

be binding upon a Party to this Agreement until such amendment or modification is reduced to writing and executed by the Parties after the consent of the City Council.

H. Binding Effect. This Agreement shall be binding upon the Parties to this Agreement and upon their respective successors and assigns.

I. Survival and Litigation Costs. The terms, conditions and provisions of this Agreement which are expressly provided to survive shall survive its termination. In any litigation arising out this Agreement, each Party shall be responsible for its individual attorneys' fees, expenses and costs, including its expenses of consultants and expert witnesses, and costs at trial and for appeals, and the provisions of this sentence shall survive the termination of this Agreement.

J. Severability. In any clause, provision or section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect the validity of any of the remaining clauses, provisions, or sections of this Agreement.

K. Time of Essence. Time shall be of the essence of this Agreement.

L. Execution in Counterparts. The Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

M. Captions. The captions and heading in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

N. Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of State of Michigan and all applicable federal laws of the Unites States. Any claims, lawsuits, or causes of action arising out of the Agreement shall be exclusively litigated in the Courts for the County of Calhoun, Michigan.

O. Force Majeure. No Party hereto shall be liable for the failure to perform its obligations hereunder if such failure is due to unforeseeable events beyond, the Party's reasonable control and without such Party's fault or negligence, including but not limited to, acts of God, acts of the public enemy, acts of any government, acts of the other Party, fires, flood, epidemics, quarantine restriction, strikes and embargoes, shortage of materials and delays of contractors due to such causes. The failure to perform shall be excused only for the period during which the events giving rise to the failure to perform exists; provided, however, that the Party seeking relief from its obligation under this Section shall notify the other Party in writing, setting forth the event giving rise to such failure to perform, within thirty (30) business days following knowledge of the occurrence of such event.

P. Relationship Of The Parties. The relationship of the City and the Developer shall be defined solely by the expressed terms of this Agreement, including the implementing documents described or contemplated herein, and neither the cooperation of the parties hereunder nor anything expressly or implicitly contained herein shall be deemed or construed to create a partnership, limited or general, or joint venture between the City and the Developer, nor shall any party or their agent be deemed to be the agent or employee of any party to this Agreement. Under no circumstances shall an agent, employee or contractor of the Developer, be, nor considered to be, an employee of the City of Marshall.

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

R. Drafting and Construction. All parties to this Agreement have participated fully and equally in the negotiation and preparation hereof; therefore, this Agreement shall not be more strictly construed or any ambiguities within this Agreement resolved against any party hereto.

S. Due Authorization. The City and the Developer each warrant and represent to the other that this Agreement and the terms and condition thereof have been duly authorized and approved by, in the case of the City, its City Council and all other governmental agencies whose approval may be required as a precaution or precondition to the effectiveness hereof, and as to the Developer, by the Property owner or members thereof, and that the persons who have executed this Agreement below have been duly authorized to do so. The parties hereto agree to provide such opinions of counsel as to the due authorization and binding effect of this Agreement and the collateral documents contemplated hereby as the other party shall reasonably request.

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

WITNESSES:

CITY OF MARSHALL,

_____ By _____
Trisha Nelson, City Clerk

Date _____

SCHULER'S Inc.,

Date _____

_____ By _____
Susan Damron, President,
Developer, and Property Owner

EXHIBIT "A"

(Legal Description)

Lot 8 of Block 24 in the City of Marshall, Michigan. Also, the South 42 feet of Lot 1, Block 24, of the lower village, now city, of Marshall, Calhoun County, Michigan, according to the recorded plat thereof, except a right of way over the North 12 feet thereof. Also, North 48.8 feet of Lot 7 of Block 24, of the Lower Village, now City of Marshall, Calhoun County; Michigan, according to the recorded plat thereof. Also, commencing on the East line of Eagle Street in said City of Marshall, at a point forty-eight and eight-tenths feet (48.8) South along said street line from the Northwest corner of Lot Seven (7) of Block twenty-four (24) of Lower Village (now said City of Marshall), said Point of beginning being also one hundred eighty and eight tenths feet (180.8)

Southerly along said street line from the Northwest corner of said Block twenty-four (24) and being also at the Southwest corner of Brick Garage Building now occupying the North end of said Lot Seven (7); running thence South along the East line of said Eagle Street, eighty-three and two-tenths feet (83.2) to the Southwest corner of said Lot seven (7). and North line of Green Street; running thence East along the North Hne of Green Street five (5) rods to the Southeast corner of said Lot Seven (7); thence running North along the East line of said Lot Seven (7) and along the line of Division. Fence as now existing, a distance of eighty-three and eight-tenths feet (83.8) to a point forty-eight and two-tenths feet (48.2) South from the Northeast corner of said Lot Seven (7), thence Westerly on a direct line and along the South line of said Brick Garage Building, Five (5) rods to the place of beginning. All in the City of Marshall, County of Calhoun, State of Michigan.

Liber 1179 Page 87

(PIN: 53-000-567-00)



City of Marshall Rental Rehabilitation Escrow Agreement

This Escrow Agreement is entered into as of this _____ day of April 2022, by and between Schuler's, Inc., (the "Owner") whose address is 115 South Eagle Street, Marshall MI 490668, and the City of Marshall (the "City") whose address is 323 West Michigan Avenue, Marshall, MI 49068.

- A. The Owner is renovating portions of the second and third floor of its building located at 115 South Eagle Street, Marshall MI 49068 ("Property") to create seven (7) apartments with an estimated total construction cost of \$2,332,678. To assist in the Property redevelopment, Owner has received a Rental Rehabilitation grant (the "Grant", under CDBG Grant Agreement, No. MSC 220059-RR) from the Michigan Economic Development Corporation for Seven Hundred Thousand Dollars and 00/100 (\$700,000). Any amount over the Grant, including One Million Six Hundred Thirty-Two Thousand, Six Hundred Seventy-Eight and 00/100 (\$1,632,678.00) ("funds" or "Owner Loan") will be available from Homestead Savings Bank. Homestead Savings Bank prefers to provide said amount to the City of Marshall to be placed in Escrow Account for the benefit of Owner's Property development. These funds will be accessible through the following:
- a. Contractor will submit a request for payment to the Owner and City of Marshall.
 - b. Kimberley Carter, Carter Consulting, LLC, will conduct an inspection of the progress of the Property redevelopment, and forward a progress report to Homestead Savings Bank and the City. Notwithstanding, Homestead Savings Bank may contact their Third Party to verify the work progress and completion to satisfactory condition.
 - c. Third Party may verify that there has been no additional lien or debt placed on the building or Property.
 - d. When bank loan funds are requested, the City will utilize the funds in the escrow account for payment to the Contractors. Notification from the City will be reported to the Owner and Homestead Savings Bank on any funds distributed from the Escrow account for said payments.
 - e. No payments will be made until these steps are completed.
- B. The proceeds of the Loan will be used solely to make the Property improvements listed on the Rental Rehabilitation application, which involve the construction of seven (7) apartments, the addition of an elevator, new Green Street entrance, and related items. In return for the Grant and the mutual promises stated herein, it is agreed that the escrow account will be operated as follows:

323 W. Michigan Ave.

Marshall, MI 49068

P 269.781.5183

F 269.781.3835

cityofmarshall.com

1. Any approved contractor listed may request disbursements in writing to the City/Program Administrator under the following conditions:
 - a. Owner and City Confirmed Work/Improvements Completion. Contractor may receive a specific disbursement made payable only to the Contractor for the actual approved Property improvements to the Property after Owner and City have confirmed and verified completion of the work to be performed and the Property improvements.
 - b. 100% of the contract amount will be issued to contractor only after all approved Property improvements are complete and any required records, paperwork or related materials are completed, submitted, and verified.
2. If the Owner has misrepresented in any way, including, without limitation, Owner's eligibility for the Loan, then in addition to other procedures, including any criminal penalties, any undisbursed funds in the escrow account shall be used to prepay the Owner's Loan.
3. The maximum number of disbursements shall be determined by the City/Escrow Agent.
4. The Owner states that the selection of any licensed contractors and/or suppliers and the acceptance of materials used and work performed is their responsibility, and neither the City, Homestead Bank, or Carter Consulting, nor any other party origination of the loan, guarantees or is responsible for the quality or workmanship of the improvements. Under no circumstances is the operation of this escrow account intended to ensure that any contractor, supplier, or laborer has not placed a lien on the Owner's property. The Owner does not have to request disbursement from the City/escrow account if he/she is not satisfied with the quality of the improvements. The Owner agrees that the City of Marshall, Homestead Savings Bank, and Carter Consulting shall not be held liable for any acts or omissions on the part of the contractor/supplier or laborer.
5. The Owner acknowledges that before a final disbursement of funds will be made from the Escrow Account, a final inspection is required and Certificate of Occupancy issued.
6. Upon approval of the Owner and Certified Grant Administrator, the City shall cause payment to be made from the escrow account to the City of Marshall for distribution to the contractor(s). At no time

shall payment be made directly to the contractor from the escrow agent.

Susan Damron
Schuler's Inc.,

Date:

Trisha Nelson, Clerk
City of Marshall

Date:

ADMINISTRATIVE REPORT
April 4, 2022 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
 Marguerite Davenport, Director of Public Services
 Aaron Ambler, Water Superintendent

SUBJECT: PROSPECT STREET WATERMAIN CONSTRUCTION BIDS

In November 2021, the City Council approved an engineering design contract with ENG. for watermain replacement in various sections of Prospect Street from Verona Road to East Drive within the City. The watermain is 1940s and 1950s era 6-inch cast iron and is identified in the 2020 Water Reliability Study as requiring upgrade to be current to Ten State Standards and to prevent future watermain breaks due to aging pipes.

Figure 1: Project Scope by Fund



Design work commenced and continued through mid-February. Construction documents were issued for bid in February with a due date of March 10, 2022. Four bids were received as follows:

Bidder	City	Bid	Bid with Alternate
Quality Excavators	Marshall	\$1,724,735.20	\$1,723,822.90
Parrish Excavating	Quincy	\$2,072,405.60	\$2,024,387.05
Mead Bros	Springport	\$2,698,890.00	\$2,691,934.50
Lounsberry Excavating	Paw Paw	\$3,404,198.45	\$3,384,813.45

During the design and bid process it became apparent that lead times for ductile iron pipe were extremely long. To offset this, ENG added an alternate to the bids which allowed for bids to be submitted for plastic pipe. The existing ground conditions in the

project area are sufficient for plastic pipe.

ENG reviewed the bids for accuracy and discussed the project scope and schedule with Quality excavators. Both ENG and City staff support awarding the project to the low bidder, Quality Excavators from Marshall, MI. The project pricing came in aligned with the engineering cost estimate. However, the street construction portion, funded by the Street Millage Fund, is greater in scope than originally planned as the watermain replacement was not identified prior to the street millage passing in November of 2020. The project budget and breakdown between water and streets is as follows:

Project Area	Budget Amount
Bid	\$1,724,406.20
Construction Engineering	\$138,000.00
Contingency (10%)	\$173,000.00
Total Project Budget	\$2,036,000.00
Water Portion	\$1,094,411.83
Streets Portion	\$940,775.71

In the most recent rate study and budget, the water department estimated \$1,241,000 for the project scope described above (\$320,000 in fiscal year 2022 and \$921,000 in fiscal year 2023). Unfortunately, the planning was not as clear when the street millage was being established. The work on this area was initially planned as a resurfacing rather than reconstruction, which is required as part of the watermain work. The allocation from the Millage fund for street work on Prospect Street is \$236,600.

Since the scope of this project was established last summer, several factors have emerged which will cause the City to adjust contracts for this year. These factors are inflation (labor and materials), material lead times, national gas prices, and a national trucking shortage. Additionally, the recent budget process has created uncertainty around the ARPA funds (\$600,000) previously planned for a watermain project and the Marshall House funds planned for the South Kalamazoo beautification project. The department intended to use the ARPA funds on the Industrial Road project. With the uncertainty on that and limited remaining Marshall House funds the department has scaled down the Prospect Street project so that the South Kalamazoo/Industrial Road watermain project can proceed. In regards to existing condition, the watermain on South Kalamazoo and Industrial Road is in worse condition than some sections of Prospect. For these reasons the department is reducing the scope of Prospect Street by removing the watermain replacement on East Prospect from North Liberty to East Drive. The updated scope is shown in the following image:

Figure 2: Revised Project Scope by Fund



The revised scope budget breakdown is as follows:

Project Area	Budget Amount
Bid	\$1,307,873.54
Unit Price Increases	\$70,763.50
Construction Engineering	\$125,000.00
Contingency (10%)	\$138,000.00
Total Project Budget	\$1,641,637.04
Water Portion	\$844,067.85
Streets Portion	\$797,569.19

Due to the change in scope, the contractor has the ability to change unit pricing when more than 25% of the project is removed from the bid amount. The contractor has taken this opportunity to revise pricing on four pay items which totaled an additional \$70,763.50 being added to the project. This is shown in the above budget breakdown in the unit price increase line.

Staff propose the following funding matrix for the revised project:

Fund	Budget Amount	
<i>Water Budget</i>		Water Fund Project Total
FY22 Budget	\$360,000	
FY23 Budget	\$921,000	
Total Water Budget	\$1,281,000	
<i>Street Budget</i>		Street Fund(s) Project Total
Millage - Budgeted	\$236,600	
Millage – Fund Balance	\$220,000	
Local Streets - Budgeted	\$124,000	
Local Streets – Fund Balance	\$220,000	
Total Streets Budget	\$800,600	\$797,569.19

As described above the street planning for this project was conducted prior to the

watermain project details being determined. Therefore, the project scope resulted in nearly \$800,600 of street costs versus a budgeted amount of \$356,600. Therefore, staff are proposing to split the unbudgeted portion (\$440,000) equally between the local streets fund balance and the street millage fund balance. The local street fund has a balance of over \$800,000. For the street millage portion, the fund balance is healthy with two construction seasons remaining. We are proposing to make up for the extra \$220,000 on Prospect Street by utilizing the Small Urban 2024 grant to improve a street originally identified in the street millage program for West Drive. The currently approved FY 2024 Small Urban Grant project for the city is West Drive, from Michigan Ave to Verona and Verona from West Drive to West Mansion Street. The grant amount is currently estimated at \$375,000.

Lastly, it should be noted that while the water portion of the project is budgeted, it is also planned to be funded through a revenue bond sale. It will be combined with funding for two other projects and brought to City Council for approval when the details are established. The construction contract is recommended for approval at this time while the construction engineering contract will be brought to council in a separate report.

FISCAL EFFECTS: The amount approved, \$1,516,637.04 will be funded from the Water, Street Millage, and Local Streets funds in the amounts of \$799,370.37, \$414,933.34, and \$302,333.33 respectively. Any balance remaining on this project at the end of the 2022 fiscal year will be carried over to the next fiscal year.

RECOMMENDATION: Approve the contract with Quality Excavators, Inc of Marshall, Michigan in the amount of \$1,378,637.04 with a 10% contingency of \$138,000.00 for a total funded amount of \$1,516,637.04. Construction Engineering (\$125,000) will be presented for approval at a later date.



With offices in Lansing
and Grand Haven
engdot.com

4063 Grand Oak Drive
Suite A109
Lansing, MI 48911
517.887.1100

16930 Robbins Road
Suite 105
Grand Haven, MI 49417
616.743.7070

March 29, 2022

Ms. Marguerite Davenport, PE
Director of Public Service
City of Marshall
323 W. Michigan Avenue
Marshall, MI 49068

RE: Prospect Street Watermain Replacement and Street Improvements
Awarded Contract Limits

Dear Ms. Davenport:

We understand the City intends to only award a portion of the referenced project at this time. The limits to be awarded at this time are all project work EXCEPT the work in Prospect Street from N Liberty Street to East Drive. The original recommended bid to be awarded was \$1,724,735.20 for the entire project as described in the Bid Documents. Attached you will find the revised construction quantities to be constructed at this time. The total amount will be \$1,307,873.54. Upon award and completion of the agreement of the original contract documents (\$1,724,735.20), we will generate a contract modification reflecting the attached quantities (limits) reducing the contract to \$1,307,873.54. We recommend all parties sign this contract modification prior to the City of Marshall executing the Notice to Proceed. If the remaining contract limits are not awarded in time for construction to be completed this year, the contractor has requested a unit price increase for the following four pay items.

- 7. Curb & Gutter, Rem Bid \$4.00 FT adjust to \$6.00 FT
- 36. Curb & Gutter, Conc, Det F4 Bid \$16.50 FT adjust to \$18.00 FT
- 17. Aggregate Base 8 inch Bid \$8.00 SYD adjust to \$9.00 SYD
- 61. Water Main 8-inch, Tr Det G, Modified Bid \$88.00 LF adjust to \$105.00 LF

Because the quantities of these items would be reduced by more than 25%, the contract documents allow the contractor a price increase due to the decrease in production. Based on the current market and standard unit prices, we feel these prices are justified.

This increase will add a total of \$70,763.50 to the awarded limits of \$1,307,873.54 for a total contract price of \$1,378,637.04.

If you have any questions, please contact our office.

Sincerely,

Eng., Inc.

Erik J. Morris, PE
Vice President

CITY OF MARSHALL - Prospect Street Water Main and Street Improvements

Tabulation of Bids Opened March 10, 2022					QUALITY EXCAVATORS	
ITEM NO	ITEM DESCRIPTION	UNIT	EST QUANT	Fund	UNIT PRICE	AMOUNT
1	Audio Visual Filming	LSUM	1	BOTH	\$2,000.00	\$2,000.00
2	Mobilization	LSUM	1	BOTH	\$7,920.00	\$7,920.00
3	Tree, Rem, 6 inch to 18 inch	EA	1	ST	\$1,800.00	\$1,800.00
4	Tree, Rem, 19 inch or Greater	EA	1	ST	\$2,200.00	\$2,200.00
5	Sewer, Rem, Less than 24 inch	FT	170	W	\$25.00	\$4,250.00
6	Sewer, Rem, 24 inch to 48 inch	FT	10	W	\$25.00	\$250.00
7	Curb and Gutter, Rem	FT	4951	ST	\$4.00	\$19,804.00
8	Sidewalk, Rem	SYD	550	ST	\$22.00	\$12,100.00
9	Pavt, Rem, Modified	SYD	10203	ST	\$11.00	\$112,233.00
10	Subgrade Undercutting, Type II	CYD	200	ST	\$12.00	\$2,400.00
11	Machine Grading, Modified	STA	40	ST	\$1,153.00	\$46,120.00
12	Erosion Control, Inlet Protection, Fabric Drop, Modified	EA	25	ST	\$125.00	\$3,125.00
13	Project Cleanup	LSUM	1	BOTH	\$4,515.00	\$4,515.00
14	Subbase, CIP	CYD	3724	ST	\$15.00	\$55,860.00
15	Aggregate Base, 2.5 inch	SYD	0	ST	\$7.00	\$0.00
16	Aggregate Base, 4.5 inch	SYD	1339	ST	\$8.00	\$10,712.00
17	Aggregate Base, 8 inch	SYD	9545	ST	\$8.00	\$76,360.00
18	Sewer, CI A, 10 inch, Tr Det B	FT	0	W	\$85.00	\$0.00
19	Sewer, CI A, 12 inch, Tr Det B	FT	130	W	\$85.00	\$11,050.00
20	Sewer, CI A, 15 inch, Tr Det B	FT	0	W	\$120.00	\$0.00
21	Sewer, CI A, 18 inch, Tr Det B	FT	20	W	\$171.00	\$3,420.00
22	Sewer, CI A, 24 inch, Tr Det B	FT	0	W	\$169.00	\$0.00
23	Sewer, CI A, 30 inch, Tr Det B	FT	10	W	\$188.00	\$1,880.00
24	Sanitary Sewer, CL A, 8 inch, Tr Det B	FT	20	W	\$72.00	\$1,440.00
25	Dr Structure Cover, Adj, Case 1	EA	41	ST	\$300.00	\$12,300.00
26	Dr Structure, Cleaning	EA	37	ST	\$150.00	\$5,550.00
27	Dr Structure, Temp Lowering	EA	20	ST	\$200.00	\$4,000.00
28	Dr Structure Cover, Modified	EA	35	ST	\$620.00	\$21,700.00
29	Cold Milling, HMA Surface, 3.5 inch	SYD	0	ST	\$1.45	\$0.00
30	HMA, 13A	TON	1059	ST	\$83.25	\$88,161.75
31	HMA, 4EML	TON	1595	ST	\$86.25	\$137,568.75
32	Hand Patching	TON	20	ST	\$226.00	\$4,520.00
33	Driveway, Nonreinf Conc, 6 Inch	SYD	607	ST	\$39.42	\$23,927.94
34	Shoulder, CL II, 8 inch	SYD	300	ST	\$18.00	\$5,400.00
35	Aggregate Surface Cse, 6 inch	SYD	64	ST	\$9.00	\$576.00
36	Curb and Gutter, Conc, Det F4	FT	4597	ST	\$16.50	\$75,850.50
37	Curb Ramp Opening	FT	308	ST	\$21.00	\$6,468.00
38	Conc Pavt, Misc, Nonreinf, 6 inch	SYD	4	ST	\$72.00	\$288.00
39	Detectable Warning Surface	FT	220	ST	\$35.50	\$7,810.00
40	Sidewalk Ramp, Conc, 6 inch	SFT	3075	ST	\$6.88	\$21,156.00
41	Sidewalk, Conc, 4 inch	SFT	2105	ST	\$3.84	\$8,083.20
42	Fence, Protective	FT	200	BOTH	\$3.00	\$600.00
43	Riprap, Plain	SYD	8	BOTH	\$14.00	\$112.00
44	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	FT	1102	ST	\$1.85	\$2,038.70
45	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	FT	120	ST	\$7.50	\$900.00
46	Barricade, Type III, High Intensity, Lighted, Furn	EA	29	BOTH	\$99.00	\$2,871.00

47	Barricade, Type III, High Intensity, Lighted, Oper	EA	29	BOTH	\$5.00	\$145.00
48	Minor Traf Devices	LSUM	1	BOTH	\$9,750.00	\$9,750.00
49	Plastic Drum, High Intensity, Furn	EA	175	BOTH	\$30.00	\$5,250.00
50	Plastic Drum, High Intensity, Oper	EA	175	BOTH	\$1.00	\$175.00
51	Sign, Portable, Changeable Message, Furn	EA	2	BOTH	\$2,160.00	\$4,320.00
52	Sign, Portable, Changeable Message, Oper	EA	2	BOTH	\$90.00	\$180.00
53	Sign, Type B, Temp, Prismatic, Furn	SFT	553	BOTH	\$4.40	\$2,433.20
54	Sign, Type B, Temp, Prismatic, Oper	SFT	553	BOTH	\$0.50	\$276.50
55	Sign, Type II, Erect, Salv	EA	2	BOTH	\$60.00	\$120.00
56	Turf Establishment, Performance	SYD	6440	BOTH	\$4.00	\$25,760.00
57	Gate Box, Adj, Case 1	EA	3	W	\$425.00	\$1,275.00
58	Water Main, 8 inch, Abandon & Fill	FT	58	W	\$33.00	\$1,914.00
59	Water Main, 12 inch, Abandon & Fill	FT	35	W	\$33.00	\$1,155.00
60	Water Main, 6 inch, Tr Det G, Modified	FT	111	W	\$78.00	\$8,658.00
61	Water Main, 8 inch, Tr Det G, Modified	FT	2613	W	\$88.00	\$229,944.00
62	Water Main, 12 inch, Tr Det G, Modified	FT	58	W	\$125.00	\$7,250.00
63	Water Service, 1 inch	FT	419	W	\$34.00	\$14,246.00
64	Water Service, 2 inch	FT	31	W	\$46.00	\$1,426.00
65	Hydrant, Rem	Ea	5	W	\$304.00	\$1,520.00
66	Fire Hydrant	EA	5	W	\$3,834.00	\$19,170.00
67	Gate Valve and Box, 6 inch, Modified	EA	9	W	\$1,425.00	\$12,825.00
68	Gate Valve and Box, 8 inch, Modified	EA	14	W	\$2,097.00	\$29,358.00
69	Gate Valve and Box, 12 inch, Modified	EA	2	W	\$3,166.00	\$6,332.00
70	Water Main Fitting, 6 inch, 45 Deg Bend	EA	0	W	\$408.00	\$0.00
71	Water Main Fitting, 6 inch, Cap Off	EA	11	W	\$380.00	\$4,180.00
72	Water Main Fitting, 8 inch, Cap Off	EA	3	W	\$556.00	\$1,668.00
73	Water Main Fitting, 12 inch, Cap Off	EA	2	W	\$680.00	\$1,360.00
74	Water Main Fitting, 6 inch, Sleeve	EA	8	W	\$619.00	\$4,952.00
75	Water Main Fitting, 8 inch, Sleeve	EA	9	W	\$700.00	\$6,300.00
76	Water Main Fitting, 12 inch, Sleeve	EA	2	W	\$1,025.00	\$2,050.00
77	Water Main Fitting, 8 inch x 6 inch, Reducer	EA	4	W	\$425.00	\$1,700.00
78	Water Main Fitting, 8 inch x 6 inch, Tee	EA	5	W	\$670.00	\$3,350.00
79	Water Main Fitting, 8 inch, 45 Deg Bend	EA	45	W	\$495.00	\$22,275.00
80	Water Main Fitting, 8 inch x 8 inch Tee	EA	6	W	\$850.00	\$5,100.00
81	Water Main Fitting, 8 inch x 8 inch Cross	EA	2	W	\$1,055.00	\$2,110.00
82	Water Main Fitting, 12 inch x 8 inch Cross	EA	1	W	\$1,540.00	\$1,540.00
83	Water Main Fitting, 12 inch, 45 Deg Bend	EA	4	W	\$800.00	\$3,200.00
84	Water Main, Connect to Existing	EA	19	W	\$1,400.00	\$26,600.00
85	Non-Standard Water Service Replacement	EA	7	W	\$715.00	\$5,005.00
86	Curb Stop and Box, 1 inch	EA	21	W	\$625.00	\$13,125.00
87	Curb Stop and Box, 2 inch	EA	1	W	\$1,034.00	\$1,034.00
88	Water Service, Main Connection, 1 inch	EA	21	W	\$415.00	\$8,715.00
89	Water Service, Main Connection, 2 inch	EA	1	W	\$806.00	\$806.00
TABULATED TOTALS						\$1,307,873.54

CITY OF MARSHALL - Prospect Street Water Main and Street Improvements

Tabulation of Bids Opened March 10, 2022

ITEM NO	ITEM DESCRIPTION	UNIT	EST QUANT	Fund	QUALITY EXCAVATORS		PARRISH EXCAVATING		MEAD BROS		LOUNSBURY EXCAVATING	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Audio Visual Filming	LSUM	1	BOTH	\$2,000.00	\$2,000.00	\$1,575.00	\$1,575.00	\$8,000.00	\$8,000.00	\$5,670.00	\$5,670.00
2	Mobilization	LSUM	1	BOTH	\$7,920.00	\$7,920.00	\$52,500.00	\$52,500.00	\$70,040.44	\$70,040.44	\$163,240.00	\$163,240.00
3	Tree, Rem, 6 inch to 18 inch	EA	1	ST	\$1,800.00	\$1,800.00	\$980.00	\$980.00	\$1,500.00	\$1,500.00	\$1,780.00	\$1,780.00
4	Tree, Rem, 19 inch or Greater	EA	1	ST	\$2,200.00	\$2,200.00	\$1,900.00	\$1,900.00	\$3,000.00	\$3,000.00	\$2,220.00	\$2,220.00
5	Sewer, Rem, Less than 24 inch	FT	300	W	\$25.00	\$7,500.00	\$1.00	\$300.00	\$20.00	\$6,000.00	\$23.85	\$7,155.00
6	Sewer, Rem, 24 inch to 48 inch	FT	10	W	\$25.00	\$250.00	\$1.00	\$10.00	\$100.00	\$1,000.00	\$71.00	\$710.00
7	Curb and Gutter, Rem	FT	6605	ST	\$4.00	\$26,420.00	\$4.00	\$26,420.00	\$6.00	\$39,630.00	\$7.25	\$47,886.25
8	Sidewalk, Rem	SYD	649	ST	\$22.00	\$14,278.00	\$10.00	\$6,490.00	\$12.40	\$8,047.60	\$8.25	\$5,354.25
9	Pavt, Rem, Modified	SYD	12623	ST	\$11.00	\$138,853.00	\$6.50	\$82,049.50	\$5.40	\$68,164.20	\$4.00	\$50,492.00
10	Subgrade Undercutting, Type II	CYD	200	ST	\$12.00	\$2,400.00	\$25.00	\$5,000.00	\$50.00	\$10,000.00	\$55.00	\$11,000.00
11	Machine Grading, Modified	STA	55	ST	\$1,153.00	\$63,415.00	\$4,250.00	\$233,750.00	\$2,605.00	\$143,275.00	\$2,700.00	\$148,500.00
12	Erosion Control, Inlet Protection, Fabric Drop, Modified	EA	38	ST	\$125.00	\$4,750.00	\$59.00	\$2,242.00	\$150.00	\$5,700.00	\$900.00	\$34,200.00
13	Project Cleanup	LSUM	1	BOTH	\$4,515.00	\$4,515.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	\$30,200.00	\$30,200.00
14	Subbase, CIP	CYD	4346	ST	\$15.00	\$65,190.00	\$20.00	\$86,920.00	\$27.50	\$119,515.00	\$34.00	\$147,764.00
15	Aggregate Base, 2.5 inch	SYD	479	ST	\$7.00	\$3,353.00	\$6.00	\$2,874.00	\$6.10	\$2,921.90	\$4.00	\$1,916.00
16	Aggregate Base, 4.5 inch	SYD	1339	ST	\$8.00	\$10,712.00	\$9.00	\$12,051.00	\$9.82	\$13,148.98	\$6.80	\$9,105.20
17	Aggregate Base, 8 inch	SYD	10473	ST	\$8.00	\$83,784.00	\$13.00	\$136,149.00	\$13.20	\$138,243.60	\$14.45	\$151,334.85
18	Sewer, CI A, 10 inch, Tr Det B	FT	20	W	\$85.00	\$1,700.00	\$70.00	\$1,400.00	\$135.00	\$2,700.00	\$63.50	\$1,270.00
19	Sewer, CI A, 12 inch, Tr Det B	FT	160	W	\$85.00	\$13,600.00	\$72.00	\$11,520.00	\$115.75	\$18,520.00	\$72.90	\$11,664.00
20	Sewer, CI A, 15 inch, Tr Det B	FT	10	W	\$120.00	\$1,200.00	\$156.00	\$1,560.00	\$154.50	\$1,545.00	\$228.00	\$2,280.00
21	Sewer, CI A, 18 inch, Tr Det B	FT	40	W	\$171.00	\$6,840.00	\$161.00	\$6,440.00	\$161.00	\$6,440.00	\$197.00	\$7,880.00
22	Sewer, CI A, 24 inch, Tr Det B	FT	10	W	\$169.00	\$1,690.00	\$250.00	\$2,500.00	\$198.00	\$1,980.00	\$330.00	\$3,300.00
23	Sewer, CI A, 30 inch, Tr Det B	FT	10	W	\$188.00	\$1,880.00	\$375.00	\$3,750.00	\$227.00	\$2,270.00	\$475.00	\$4,750.00
24	Sanitary Sewer, CL A, 8 inch, Tr Det B	FT	60	W	\$72.00	\$4,320.00	\$313.00	\$18,780.00	\$180.00	\$10,800.00	\$135.00	\$8,100.00
25	Dr Structure Cover, Adj, Case 1	EA	53	ST	\$300.00	\$15,900.00	\$350.00	\$18,550.00	\$1,250.00	\$66,250.00	\$550.00	\$29,150.00
26	Dr Structure, Cleaning	EA	53	ST	\$150.00	\$7,950.00	\$86.00	\$4,558.00	\$200.00	\$10,600.00	\$605.00	\$32,065.00
27	Dr Structure, Temp Lowering	EA	27	ST	\$200.00	\$5,400.00	\$67.00	\$1,809.00	\$200.00	\$5,400.00	\$575.00	\$15,525.00
28	Dr Structure Cover, Modified	EA	51	ST	\$620.00	\$31,620.00	\$577.00	\$29,427.00	\$950.00	\$48,450.00	\$1,300.00	\$66,300.00
29	Cold Milling, HMA Surface, 3.5 inch	SYD	3717	ST	\$1.45	\$5,389.65	\$1.50	\$5,575.50	\$2.30	\$8,549.10	\$1.75	\$6,504.75
30	HMA, 13A	TON	1163	ST	\$83.25	\$96,819.75	\$87.50	\$101,762.50	\$82.25	\$95,656.75	\$104.00	\$120,952.00
31	HMA, 4EML	TON	1538	ST	\$86.25	\$132,652.50	\$90.50	\$139,189.00	\$82.25	\$126,500.50	\$81.25	\$124,962.50
32	Hand Patching	TON	20	ST	\$226.00	\$4,520.00	\$238.00	\$4,760.00	\$225.00	\$4,500.00	\$283.50	\$5,670.00
33	Driveway, Nonreinf Conc, 6 Inch	SYD	873	ST	\$39.42	\$34,413.66	\$42.00	\$36,666.00	\$39.42	\$34,413.66	\$72.50	\$63,292.50
34	Shoulder, CL II, 8 inch	SYD	300	ST	\$18.00	\$5,400.00	\$20.00	\$6,000.00	\$11.00	\$3,300.00	\$2,910.00	\$873,000.00
35	Aggregate Surface Cse, 6 inch	SYD	64	ST	\$9.00	\$576.00	\$20.00	\$1,280.00	\$14.07	\$900.48	\$20.90	\$1,337.60
36	Curb and Gutter, Conc, Det F4	FT	6241	ST	\$16.50	\$102,976.50	\$17.00	\$106,097.00	\$16.25	\$101,416.25	\$25.50	\$159,145.50
37	Curb Ramp Opening	FT	385	ST	\$21.00	\$8,085.00	\$21.00	\$8,085.00	\$20.00	\$7,700.00	\$35.00	\$13,475.00
38	Conc Pavt, Misc, Nonreinf, 6 inch	SYD	4	ST	\$72.00	\$288.00	\$76.00	\$304.00	\$72.00	\$288.00	\$130.00	\$520.00
39	Detectable Warning Surface	FT	275	ST	\$35.50	\$9,762.50	\$37.00	\$10,175.00	\$35.00	\$9,625.00	\$50.50	\$13,887.50
40	Sidewalk Ramp, Conc, 6 inch	SFT	3798	ST	\$6.88	\$26,130.24	\$7.50	\$28,485.00	\$6.88	\$26,130.24	\$13.45	\$51,083.10
41	Sidewalk, Conc, 4 inch	SFT	2305	ST	\$3.84	\$8,851.20	\$4.50	\$10,372.50	\$3.84	\$8,851.20	\$12.00	\$27,660.00
42	Fence, Protective	FT	200	BOTH	\$3.00	\$600.00	\$2.00	\$400.00	\$10.00	\$2,000.00	\$1.75	\$350.00
43	Riprap, Plain	SYD	8	BOTH	\$14.00	\$112.00	\$100.00	\$800.00	\$130.00	\$1,040.00	\$475.00	\$3,800.00
44	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	FT	1402	ST	\$1.85	\$2,593.70	\$3.00	\$4,206.00	\$2.80	\$3,925.60	\$3.50	\$4,907.00
45	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	FT	180	ST	\$7.50	\$1,350.00	\$12.00	\$2,160.00	\$11.25	\$2,025.00	\$14.20	\$2,556.00
46	Barricade, Type III, High Intensity, Lighted, Furn	EA	45	BOTH	\$99.00	\$4,455.00	\$104.00	\$4,680.00	\$95.00	\$4,275.00	\$103.00	\$4,635.00
47	Barricade, Type III, High Intensity, Lighted, Oper	EA	45	BOTH	\$5.00	\$225.00	\$5.00	\$225.00	\$5.00	\$225.00	\$1.25	\$56.25
48	Minor Traf Devices	LSUM	1	BOTH	\$9,750.00	\$9,750.00	\$3,000.00	\$3,000.00	\$27,550.00	\$27,550.00	\$20,853.00	\$20,853.00



49	Plastic Drum, High Intensity, Furn	EA	200	BOTH	\$30.00	\$6,000.00	\$30.50	\$6,100.00	\$24.00	\$4,800.00	\$21.50	\$4,300.00
50	Plastic Drum, High Intensity, Oper	EA	200	BOTH	\$1.00	\$200.00	\$1.00	\$200.00	\$1.00	\$200.00	\$1.25	\$250.00
51	Sign, Portable, Changeable Message, Furn	EA	2	BOTH	\$2,160.00	\$4,320.00	\$2,286.00	\$4,572.00	\$2,950.00	\$5,900.00	\$4,462.00	\$8,924.00
52	Sign, Portable, Changeable Message, Oper	EA	2	BOTH	\$90.00	\$180.00	\$95.00	\$190.00	\$100.00	\$200.00	\$252.00	\$504.00
53	Sign, Type B, Temp, Prismatic, Furn	SFT	615	BOTH	\$4.40	\$2,706.00	\$5.00	\$3,075.00	\$3.00	\$1,845.00	\$3.75	\$2,306.25
54	Sign, Type B, Temp, Prismatic, Oper	SFT	615	BOTH	\$0.50	\$307.50	\$0.10	\$61.50	\$1.00	\$615.00	\$0.33	\$202.95
55	Sign, Type II, Erect, Salv	EA	2	BOTH	\$60.00	\$120.00	\$132.00	\$264.00	\$1,000.00	\$2,000.00	\$315.00	\$630.00
56	Turf Establishment, Performance	SYD	7500	BOTH	\$4.00	\$30,000.00	\$10.00	\$75,000.00	\$7.47	\$56,025.00	\$4.50	\$33,750.00
57	Gate Box, Adj, Case 1	EA	3	W	\$425.00	\$1,275.00	\$271.00	\$813.00	\$1,250.00	\$3,750.00	\$383.00	\$1,149.00
58	Water Main, 8 inch, Abandon & Fill	FT	88	W	\$33.00	\$2,904.00	\$42.00	\$3,696.00	\$90.00	\$7,920.00	\$46.00	\$4,048.00
59	Water Main, 12 inch, Abandon & Fill	FT	35	W	\$33.00	\$1,155.00	\$56.00	\$1,960.00	\$130.00	\$4,550.00	\$85.00	\$2,975.00
60	Water Main, 6 inch, Tr Det G, Modified	FT	157	W	\$78.00	\$12,246.00	\$36.00	\$5,652.00	\$131.00	\$20,567.00	\$70.00	\$10,990.00
61	Water Main, 8 inch, Tr Det G, Modified	FT	4091	W	\$88.00	\$360,008.00	\$86.00	\$351,826.00	\$134.50	\$550,239.50	\$80.00	\$327,280.00
62	Water Main, 12 inch, Tr Det G, Modified	FT	58	W	\$125.00	\$7,250.00	\$82.00	\$4,756.00	\$198.00	\$11,484.00	\$130.00	\$7,540.00
63	Water Service, 1 inch	FT	987	W	\$34.00	\$33,558.00	\$9.00	\$8,883.00	\$84.00	\$82,908.00	\$33.00	\$32,571.00
64	Water Service, 2 inch	FT	31	W	\$46.00	\$1,426.00	\$28.00	\$868.00	\$133.00	\$4,123.00	\$150.00	\$4,650.00
65	Hydrant, Rem	Ea	6	W	\$304.00	\$1,824.00	\$460.00	\$2,760.00	\$2,000.00	\$12,000.00	\$972.00	\$5,832.00
66	Fire Hydrant	EA	7	W	\$3,834.00	\$26,838.00	\$3,710.00	\$25,970.00	\$5,090.00	\$35,630.00	\$4,886.00	\$34,202.00
67	Gate Valve and Box, 6 inch, Modified	EA	11	W	\$1,425.00	\$15,675.00	\$2,750.00	\$30,250.00	\$1,735.00	\$19,085.00	\$1,655.00	\$18,205.00
68	Gate Valve and Box, 8 inch, Modified	EA	21	W	\$2,097.00	\$44,037.00	\$1,660.00	\$34,860.00	\$2,325.00	\$48,825.00	\$2,818.00	\$59,178.00
69	Gate Valve and Box, 12 inch, Modified	EA	2	W	\$3,166.00	\$6,332.00	\$2,679.00	\$5,358.00	\$4,000.00	\$8,000.00	\$4,380.00	\$8,760.00
70	Water Main Fitting, 6 inch, 45 Deg Bend	EA	4	W	\$408.00	\$1,632.00	\$220.00	\$880.00	\$500.00	\$2,000.00	\$660.00	\$2,640.00
71	Water Main Fitting, 6 inch, Cap Off	EA	13	W	\$380.00	\$4,940.00	\$92.00	\$1,196.00	\$325.00	\$4,225.00	\$595.00	\$7,735.00
72	Water Main Fitting, 8 inch, Cap Off	EA	6	W	\$556.00	\$3,336.00	\$161.00	\$966.00	\$450.00	\$2,700.00	\$580.00	\$3,480.00
73	Water Main Fitting, 12 inch, Cap Off	EA	2	W	\$680.00	\$1,360.00	\$304.00	\$608.00	\$650.00	\$1,300.00	\$780.00	\$1,560.00
74	Water Main Fitting, 6 inch, Sleeve	EA	10	W	\$619.00	\$6,190.00	\$229.00	\$2,290.00	\$435.00	\$4,350.00	\$675.00	\$6,750.00
75	Water Main Fitting, 8 inch, Sleeve	EA	13	W	\$700.00	\$9,100.00	\$306.00	\$3,978.00	\$550.00	\$7,150.00	\$780.00	\$10,140.00
76	Water Main Fitting, 12 inch, Sleeve	EA	2	W	\$1,025.00	\$2,050.00	\$604.00	\$1,208.00	\$825.00	\$1,650.00	\$1,295.00	\$2,590.00
77	Water Main Fitting, 8 inch x 6 inch, Reducer	EA	6	W	\$425.00	\$2,550.00	\$260.00	\$1,560.00	\$575.00	\$3,450.00	\$715.00	\$4,290.00
78	Water Main Fitting, 8 inch x 6 inch, Tee	EA	7	W	\$670.00	\$4,690.00	\$452.00	\$3,164.00	\$775.00	\$5,425.00	\$985.00	\$6,895.00
79	Water Main Fitting, 8 inch, 45 Deg Bend	EA	77	W	\$495.00	\$38,115.00	\$736.00	\$56,672.00	\$560.00	\$43,120.00	\$785.00	\$60,445.00
80	Water Main Fitting, 8 inch x 8 inch Tee	EA	9	W	\$850.00	\$7,650.00	\$519.00	\$4,671.00	\$800.00	\$7,200.00	\$1,078.00	\$9,702.00
81	Water Main Fitting, 8 inch x 8 inch Cross	EA	3	W	\$1,055.00	\$3,165.00	\$738.00	\$2,214.00	\$950.00	\$2,850.00	\$1,385.00	\$4,155.00
82	Water Main Fitting, 12 inch x 8 inch Cross	EA	1	W	\$1,540.00	\$1,540.00	\$1,018.00	\$1,018.00	\$1,450.00	\$1,450.00	\$2,015.00	\$2,015.00
83	Water Main Fitting, 12 inch, 45 Deg Bend	EA	4	W	\$800.00	\$3,200.00	\$691.00	\$2,764.00	\$900.00	\$3,600.00	\$1,575.00	\$6,300.00
84	Water Main, Connect to Existing	EA	25	W	\$1,400.00	\$35,000.00	\$2,714.00	\$67,850.00	\$13,320.00	\$333,000.00	\$2,137.00	\$53,425.00
85	Non-Standard Water Service Replacement	EA	11	W	\$715.00	\$7,865.00	\$2,120.00	\$23,320.00	\$5,880.00	\$64,680.00	\$3,150.00	\$34,650.00
86	Curb Stop and Box, 1 inch	EA	44	W	\$625.00	\$27,500.00	\$217.00	\$9,548.00	\$600.00	\$26,400.00	\$715.00	\$31,460.00
87	Curb Stop and Box, 2 inch	EA	1	W	\$1,034.00	\$1,034.00	\$531.00	\$531.00	\$2,000.00	\$2,000.00	\$1,110.00	\$1,110.00
88	Water Service, Main Connection, 1 inch	EA	44	W	\$415.00	\$18,260.00	\$1,969.00	\$86,636.00	\$190.00	\$8,360.00	\$1,925.00	\$84,700.00
89	Water Service, Main Connection, 2 inch	EA	1	W	\$806.00	\$806.00	\$2,490.00	\$2,490.00	\$1,300.00	\$1,300.00	\$2,450.00	\$2,450.00
TABULATED TOTALS						\$1,724,735.20		\$2,072,405.50		\$2,698,890.00		\$3,404,198.45
BIDS AS READ						\$1,724,406.20		\$2,072,405.50		\$2,698,890.00		\$3,404,198.45
60	Water Main, 6 inch, Tr Det G, Modified	FT	157	W	\$79.82	\$12,531.74	\$30.65	\$4,812.05	\$125.00	\$19,625.00	\$75.00	\$11,775.00
61	Water Main, 8 inch, Tr Det G, Modified	FT	4091	W	\$83.00	\$339,553.00	\$76.10	\$311,325.10	\$134.00	\$548,194.00	\$75.00	\$306,825.00
62	Water Main, 12 inch, Tr Det G, Modified	FT	58	W	\$147.00	\$8,526.00	\$103.25	\$5,988.50	\$203.00	\$11,774.00	\$175.00	\$10,150.00
63	Water Service, 1 inch	FT	987	W	\$52.00	\$51,324.00	\$1.65	\$1,628.55	\$80.00	\$78,960.00	\$33.00	\$32,571.00
64	Water Service, 2 inch	FT	31	W	\$54.00	\$1,674.00	\$6.85	\$212.35	\$123.00	\$3,813.00	\$75.00	\$2,325.00
ALTERNATE (PVC substituted items 60-65)						\$413,608.74		\$323,966.55		\$662,366.00		\$363,646.00
TOTALS WITH ALTERNATE PVC ITEMS SUBSTITUTED						\$1,723,855.94		\$2,024,387.05		\$2,691,934.50		\$3,384,813.45
AS READ TOTALS WITH ALTERNATE PVC ITEMS SUBSTITUTED						\$1,723,822.90		\$2,024,387.05		\$2,691,934.50		\$363,446.00



Administrative Report
April 4, 2022- City Council Meeting

TO: Honorable Mayor and City Council

FROM: Derek N. Perry, City Manager
Kevin Maynard, Director of Electric Utilities
Christy Ramey, Purchasing Agent

SUBJECT: **BROOKS SUBSTATION CONSTRUCTION
CONTRACT BID AWARD RECOMMENDATION**

In 2022, the City of Marshall plans to construct the Brooks Substation, a 138kV to 12.47kV distribution substation, at 11301 Old US-27 South. This substation is designed to increase electric distribution system power delivery capacity and improve electric system reliability. All of the major substation equipment has been bid, awarded and ordered.

The estimated Brooks Substation construction cost provided by the City's consulting engineer, GRP Engineering, was \$1,627,275.

On March 23, 2022, bids were opened for the Brooks Substation Construction Contract. Three bids were received in response to the City's solicitation. The bidders and their base bid amounts are included in the table below. More detailed information regarding the bids is included in the attached bid tabulation and letter of recommendation from GRP Engineering.

Brooks Substation Construction Contract	
Bidder	Base Bid Amount
Hydaker Wheatlake	\$2,327,076.00
Newkirk Electric	\$3,478,060.00
Kent Power	\$3,847,050.00

The low bid for Brooks Substation construction was \$2,327,076; this is \$699,801 (43%) greater than the engineer's estimate. The total estimated Brooks Substation cost using the engineer's estimated construction cost, engineering, project inspection and contingency was \$5,757,000. The current total estimated Project cost, including the Hydaker-Wheatlake Company construction bid is \$6,235,098. This is \$478,098 or 8.3% greater than the engineer's estimated total project cost.

\$478,098 is a significant sum of money; however, despite recent inflation and volatility in the costs of materials and labor, the Brooks Substation Project bids are within 8.3% of its original budget amount.

City Council has the option to reject all construction contract bids and solicit new proposals. However, two of the three bidders submitted significantly higher bids than the low bidder. We are also entering construction season, with many contractors already having much of their 2022 work scheduled. For these reasons, rebidding the project may result in higher bids rather than lesser bid amounts.

Rebidding the project will also likely result in some delay in the start of construction. There is concern that the substation site work be completed in time to accept delivery of the two large transformers, relay house and other substation equipment.

FISCAL EFFECT: The Brooks Substation is being financed by the Local Development Financing Authority (LDFA) through the sale of bonds and is not included in the Fiscal Year 2021-2022 Electric Department budget.

RECOMMENDATION: The low bidder Hydaker-Wheatlake conformed with the bid specifications and took no exceptions to the specified completion time or other bid document requirements. Therefore, staff respectfully recommends that City Council award the bid for the Brooks Substation Construction Contract to the Hydaker-Wheatlake Company in the amount of \$2,327,076.00.

March 25, 2022
21-1194.01

Mr. Kevin Maynard
Director of Electric Utilities
City of Marshall
900 S. Marshall Ave.
Marshall, MI 49068

**RE: Brooks Substation
Construction Contract
Bid Evaluation & Recommendation**

Dear Kevin:

GRP Engineering, Inc. has completed our evaluation of the bids received for the Brooks Substation Construction Contract. Of the five (5) contractors invited to submit bids, three (3) bids were received. The Hydaker-Wheatlake Company submitted the low bid in the amount of \$2,327,076.00. A list of total bid prices from all contractors is shown below and a complete bid tabulation is attached.

<u>Contractor</u>	<u>Bid Price</u>	
Hydaker-Wheatlake	\$2,327,076.00	<i>Low bid</i>
Kent Power	\$3,847,050.00	
Newkirk Electric	\$3,478,060.00	

The Hydaker-Wheatlake Company submitted a complete and conforming bid and took no exceptions to the bid documents. Total estimated project cost for Brooks Substation was \$5,757,000.00, the current total cost including all engineering, material, and construction bids is \$6,196,582. Significant cost increases over the estimate include distribution circuit exit construction with the conduit duct bank installation and copper underground cable.

GRP Engineering, Inc. sees no reasons not to accept the bid from The Hydaker-Wheatlake Company. Please contact me should you have any additional questions regarding this evaluation and recommendation.

Sincerely,
GRP Engineering, Inc.

Michael P. McGeehan, P.E.
Project Manager

BID TABULATION
Brooks Substation Construction Contract

OWNER:
City of Marshall
323 W. Michigan Ave
Marshall, MI 49068

ENGINEER:
GRP ENGINEERING, INC.
459 Bay Street
Petoskey, MI 49770

Bidder	BID BOND	ADDENDUM #1	ADDENDUM #2	CONTRACTOR TOTAL BASE BID PRICE	REMARKS
Hydaker Wheatlake	Yes	Yes	Yes	\$2,327,076.00	Low Bid
Kent Power	Yes	Yes	Yes	\$3,847,050.00	
Newkirk Electric	Yes	Yes	Yes	\$3,478,060.00	

This is to certify that at 2:00p.m., local time on Wednesday, March 23, 2022, the bids tabulated herein were publicly opened and read.

GRP Engineering, Inc.

Michael P. McGeehan

**City of Marshall
Brooks Industrial Substation
Project Cost Summary**

Substation Construction

Item	Original Budget	Actual Cost	Estimated Schedule for Payments								Total	Comments
			4th Qtr 2021	1st Qtr 2022	2nd Qtr 2022	3rd Qtr 2022	4th Qtr 2022	1st Qtr 2023	2nd Qtr 2023			
Power Transformers	\$2,000,000	\$2,100,218		\$630,065	\$630,065	\$630,065	\$210,022				\$2,100,218	30/30/30/10% - Contract, 15wks pre-ship, 35days, Acceptance
138kV Circuit Switchers	\$105,600	\$87,558				\$87,558					\$87,558	
138kV PT/CT Units	\$85,800	\$86,724				\$86,724					\$86,724	
138kV Disconnect Switches	\$25,200	\$15,480			\$15,480						\$15,480	
15kV Disconnect Switches	\$67,000	\$40,437			\$40,437						\$40,437	
15kV Breakers	\$158,025	\$176,249			\$176,249						\$176,249	
Relay House & Control Panels	\$460,500	\$501,682					\$501,682				\$501,682	
Substation Steel	\$220,000	\$233,693				\$233,693					\$233,693	
Bus PT's, Fuse Holders, & Fuses		\$11,913			\$11,913						\$11,913	Fusing \$3,040.00, PT's \$8,873.44
Station Service Transformers & Box Pads	\$7,600					\$7,600					\$7,600	Need actual cost from City of Marshall
Poles & Overhead Line Hardware					\$0						\$0	Need actual cost from City of Marshall
15kV Underground Cable	\$200,000	\$333,465			\$333,465						\$333,465	
Static Masts		\$16,603				\$16,603					\$16,603	
Substation Construction	\$1,627,275	\$2,327,076			\$250,000	\$340,000	\$780,000	\$957,076			\$2,327,076	
Construction Subtotal	\$4,957,000	\$5,931,098	\$0	\$630,065	\$1,457,610	\$1,402,243	\$1,491,704	\$957,076		\$0	\$5,938,698	

Engineering Design	\$225,000	\$225,000	\$67,500	\$112,500	\$45,000						\$225,000	
Construction Inspections	\$79,000	\$79,000			\$7,900	\$19,750	\$19,750	\$27,650	\$3,950		\$79,000	
Contingency (10%)	\$496,000											
Current Project Total	\$5,757,000	\$6,235,098	\$67,500	\$742,565	\$1,510,510	\$1,421,993	\$1,511,454	\$984,726	\$3,950		\$6,242,698	



ADMINISTRATIVE REPORT

April 4, 2022 - CITY COUNCIL MEETING

TO: Honorable Mayor Caron and City Council

FROM: Derek N. Perry, City Manager
Eric Zuzga, Director of Community Services
Marguerite Davenport, Director of Public Services

SUBJECT: EATON PARK- SENIOR MILLAGE GRANT

After the donation of the former Eaton parking lot at Hanover and Fountain Streets, a committee was formed to work on the development of the property. The development process was separated in two phases, with the pickleball courts, parking lot, and bathrooms encompassing the first phase. The next step in the development process involved the committee members and city staff developing a funding plan for the completion of phase 1.

Staff has been successful in receiving \$450,000 in grant funding to date. The next funding opportunity that has been identified is the Calhoun County Senior Millage Strategic Projects grant opportunity. Staff are currently finalizing an application for \$150,000 from Senior Services to help towards phase one construction, specifically the pickleball courts. If we receive this grant, we will be approximately half way towards funding phase 1 construction.

FISCAL EFFECTS: A budget amendment will be necessary when we have secured adequate outside donations and are able to proceed with construction of phase one.

Staff have built in a \$100,000 maintenance and replacement fund in the project budget to account for necessary maintenance and repairs for this phase of the project.

RECOMMENDATIONS: It is recommended that City Council approve the submission of a grant to Calhoun County Senior Millage for \$150,000 for the development of phase one of the Eaton Park project.

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com



SENIOR MILLAGE STRATEGIC PROJECTS REQUEST FOR PROPOSAL- RFP # 110-21

Purpose of Funding

This funding announcement makes available \$500,000 in Senior Millage funding for one-time, strategic projects that service Calhoun County residents, age 60 and over. Calhoun County is seeking creative, collaborative projects that improve the lives and health of Calhoun County older adults. The County expects to make multiple awards ranging in amounts from \$15,000 to \$200,000. Projects proposed for funding must be one-time projects for the development of programs, purchase of equipment or materials, or the enhancement of existing programs. Requests for funding must show a sustainability plan and must not require on-going funding from the County. Capital campaigns that are not specific for spaces/facilities, serving older adults, age 60 and over, will not be considered for funding.

Letters of Intent (LOI)

As a first step in applying for Senior Millage Strategic Projects funding, all applicants are required to submit a letter of intent to distinguish your organization from others and allow the County to assess whether there is a good match between your project and the objectives of this program. This letter of intent is essentially a very shortened version of a full proposal that would be required if your project is selected for the next step.

Overall Guidelines

Letters of intent should be limited to three pages and should clearly identify the importance and potential impact of your project.

Required Contents

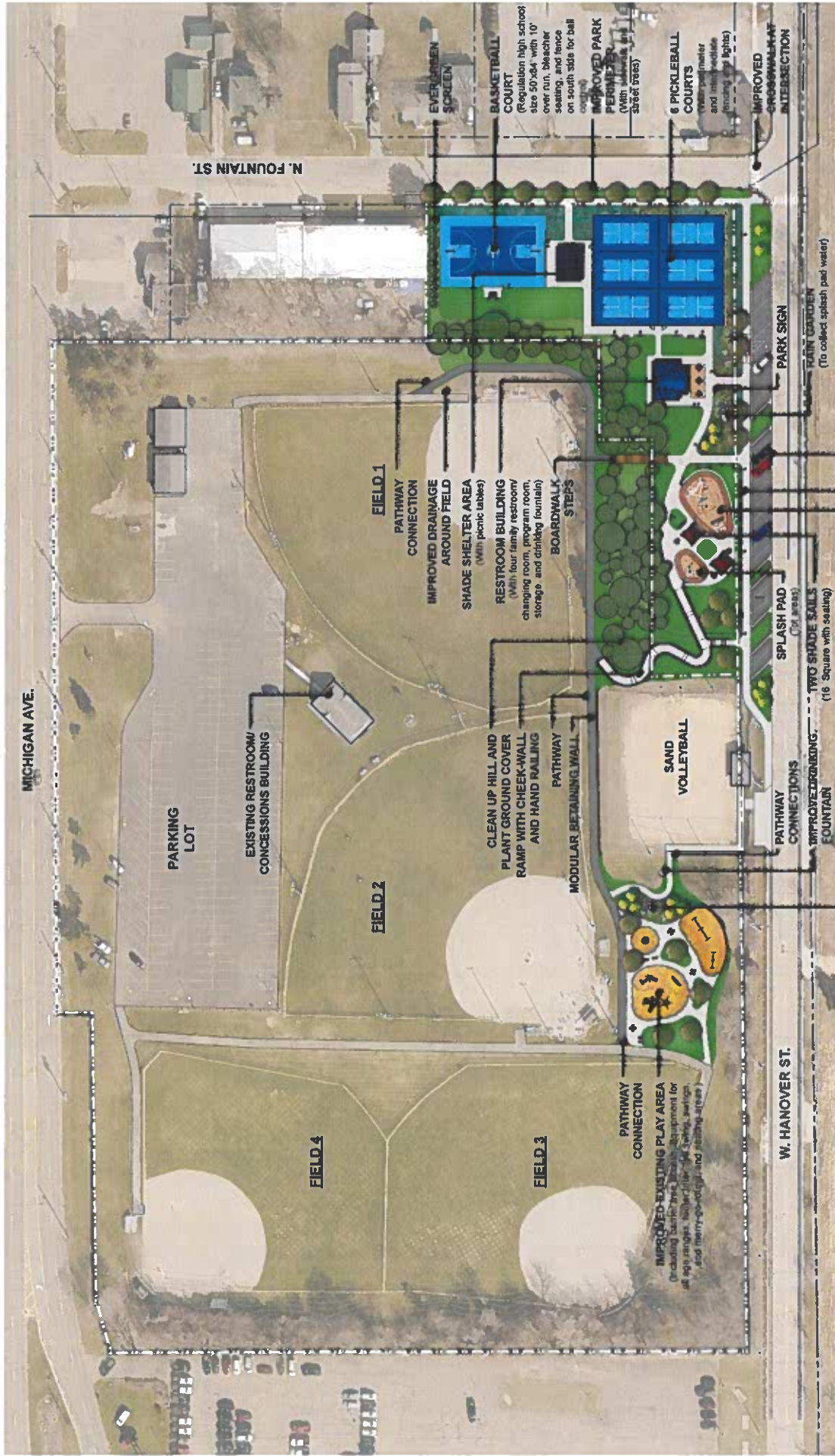
- 1) Organizational Information
 - a. Name, Type of Organization, Address, Contact Phone and Email
 - b. Background, Mission and Capacity to Succeed with Strategic Funding Projects
- 2) Project Information
 - a. **Name of Project**
 - b. **Statement of Need:** Explain how your proposal is addressing a specific need or problem, providing supporting data and examples as applicable. Describe how

your project matches the needs that the County's Senior Millage aims to address and define the target population and geographical area.

- c. **Project Summary:** Briefly describe the major activities you propose to undertake and the names and titles of key staff on the project.
- d. **Key Goals and Objectives:** List the outcomes this project will accomplish in the short and long term, and methods you will use to measure your success.
- e. **Budget:** State the project's total estimated budget, and the amount of Senior Millage funding you are requesting. Provide a line item breakdown of these costs and identify any other pending or secured funding sources and describe the extent to which any ongoing costs will be covered once the Senior Millage funding is exhausted.

Concluding Statement

Provide a final rationale for why your project should be considered for this Strategic Projects funding.



CONCEPT - OPTION 1
EATON PROPERTY MASTER PLAN
 CITY OF MARSHALL, MICHIGAN

NORTH

0' 20' 40' 80'

SCALE IN FEET: 1" = 40'

DATE: 03.06.2021
 PROJECT NO.: 2110



MICHIGAN AVE.

N. FOUNTAIN ST.

W. HANOVER ST.

FIELD 1

PATHWAY CONNECTION

IMPROVED DRAINAGE AROUND FIELD

SHADE SHELTER AREA (With picnic tables)

RESTROOM BUILDING (With four family restroom, changing room, program room, storage and drinking fountain)

BOARDWALK

STEPS

FIELD 2

CLEAN UP HILL AND PLANT GROUND COVER RAMP WITH CHEEK-WALL AND HAND RAILING

PATHWAY

MODULAR RETAINING WALL

FIELD 3

PATHWAY CONNECTION

IMPROVED EXISTING PLAY AREA (Including barrier free areas, equipment for all age ranges, wheelchair, 504 table, swings, and merry-go-round, and sliding areas)

FIELD 4

PARKING LOT

EXISTING RESTROOM/ CONCESSIONS BUILDING

BASKETBALL COURT (Regulation high school size 50'x144' with 10' over run, bleacher seating, and fence on south side for ball control)

IMPROVED PARK PERIMETER (With sidewalks, street trees)

6 PICKLEBALL COURTS (with perimeter water pad/mallet and interpedale fencing and lights)

IMPROVED CROSSWALK-AT INTERSECTION

PARK SIGN (To collect splash pad waste)

RAIN GARDEN

ON STREET ANGLED PARKING (24 Spaces including one barrier free space)

SPLASH PAD (24 spaces)

TWO SHADE KALLS (16' Square with seating)

SPLASH PAD (family & big kid areas)

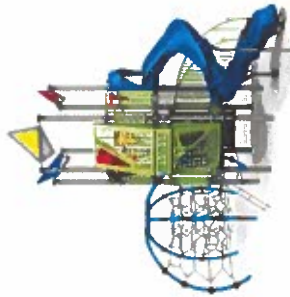
ORNAMENTAL FENCING

PATHWAY CONNECTIONS

IMPROVED FOUNTAIN

RAIN GARDEN

PLAY EQUIPMENT



**CLIMBING STRUCTURE FOR 5-12
YEAR OLD CHILDREN**



**CLIMBING STRUCTURE FOR 2-6
YEAR OLD CHILDREN**



UNITY SPINNER



UNITY TUNNEL

**DESIGN VOCABULARY
EATON PROPERTY MASTER PLAN
CITY OF MARSHALL, MICHIGAN**

SPLASHPAD



NORTH



SCALE IN FEET: 1" = 40'

DATE
03.06.2021
PROJECT NO.
2110



SITE FURNITURE



PRE-CAST CONCRETE BENCHES AT SPLASHPAD



PRE-CAST CONCRETE BENCHES AT PLAY AREA

SHELTERS



RECTANGULAR SHELTER



SHADE SAIL



BASKETBALL GOAL

DESIGN VOCABULARY
EATON PROPERTY MASTER PLAN
CITY OF MARSHALL, MICHIGAN

80' DATE 03.09.2021 PROJECT NO. 2110





Landscape Architecture
 Park & Recreation Planning
 Architecture • Urban Design
 Sports Facility Planning

Eaton Property - Option 1
City of Marshall
Order of Magnitude Cost Estimate
March 9th, 2021
Page 1

Eaton Property Master Plan

Option 1

ORDER OF MAGNITUDE COST ESTIMATE

These order-of magnitude costs projections are for the public areas and facilities. Estimates should be utilized to evaluate the general scope and items included within the Master Plan component areas. As Master Plan phases are determined these estimates should be further refined and detailed as plans are developed. Each area/component total includes contingencies for design development and professional fees. Costs as shown would included 2021 construction but should be adjusted to reflect construction cost changes after 2021.

Description	Unit	No. of Units	Price	Extension
-------------	------	--------------	-------	-----------

General Conditions

Mobilization	LS	1	\$15,000.00	\$15,000.00
Insurance, Permits, and Bonds	LS	1	\$10,000.00	\$10,000.00
Layout and Staking	LS	1	\$8,000.00	\$8,000.00
General Conditions (M, O & P@5%)	LS	1	\$124,266.00	\$124,266.00
Subtotal				\$157,266.00

Site Preparation and Removals

Soil Erosion, Sedimentation Control, and Site Preparation	SY	17,815	\$1.25	\$22,268.75
Remove Existing Paving (Asphalt)	SF	77517	\$2.00	\$155,034.00
Remove Old Play equipment Edger and Surfacing	LS	1	\$8,000.00	\$8,000.00
Remove Existing Trees	EA	15	\$500.00	\$7,500.00
Remove Curb and Gutter	LF	973	\$5.00	\$4,865.00
Remove Concrete Pavement	SF	515	\$3.00	\$1,545.00
Remove Retaining Wall at North West Side of Existing Parking Lot	LF	140	\$80.00	\$11,200.00
Clear understory of Existing Sloped Bank	SY	3,780	\$7.00	\$26,460.00
Subtotal				\$236,872.75



MCSA
GROUP, Inc.

Landscape Architects and Architects
EAST GRAND RAPIDS • MICHIGAN

Landscape Architecture
Park & Recreation Planning
Architecture • Urban Design
Sports Facility Planning

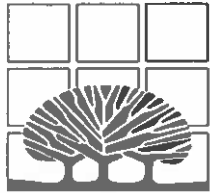
Eaton Property - Option 1
City of Marshall
Order of Magnitude Cost Estimate
March 9th, 2021

Page 2

Description	Unit	No. of Units	Price	Extension
Site Utilities				
Water Service Line	LF	93	\$85.00	\$7,905.00
Water Connection (Tap by City)	LS	1	\$5,000.00	\$5,000.00
Sanitary Sewer Line	LF	60	\$75.00	\$4,500.00
Electrical Service to Building	LS	1	\$8,000.00	\$8,000.00
Re-Run Electrical for Existing Ballfield Lights	LS	1	\$25,000.00	\$25,000.00
Storm Drainage Lines (12" Dia.)	LF	100	\$44.00	\$4,400.00
Perforated Storm Line wrapped with Gravel	LF	325	\$80.00	\$26,000.00
Storm Water Catch basin (4' Dia.)	EA	2	\$3,000.00	\$6,000.00
Culvert	LF	12	\$40.00	\$480.00
Leeching Basin (8' Dia.)	EA	3	\$8,000.00	\$24,000.00
Subtotal				\$111,285.00

Site Construction

Bituminous Paving (Parking Area)	SY	600	\$25.00	\$15,000.00
Bituminous Paving (Pathway)	SY	761	\$25.00	\$19,025.00
Concrete Curb and Gutter	LF	985	\$22.00	\$21,670.00
Concrete Valley Gutter	LF	336	\$24.00	\$8,064.00
Concrete Sidewalk - 4" Depth	SF	14,359	\$5.00	\$71,795.00
Concrete Ramp - 6" Depth	SF	1,633	\$25.00	\$40,825.00
Concrete Steps	SF	110	\$10.00	\$1,100.00
Tactile Warning Pavers	SF	66	\$17.00	\$1,122.00
Cheek Wall for Ramp and Steps	LF	447	\$150.00	\$67,050.00
Handrail at Steps and Ramp	LF	444	\$60.00	\$26,640.00
Timber/Boardwalk Steps	SF	436	\$60.00	\$26,160.00
Abutments for Boardwalk Steps	LF	18	\$500.00	\$9,000.00
Modular Retaining Wall	LF	333	\$250.00	\$83,250.00
Retaining Wall at Rain Garden (Cast Concrete)	LF	73	\$500.00	\$36,500.00
Parking Lights	EA	6	\$5,000.00	\$30,000.00
Electrical Distribution	LF	390	\$12.00	\$4,680.00
Ball Control Netting	LS	1	\$30,000.00	\$30,000.00
Field One Drainage	LS	1	\$10,000.00	\$10,000.00
Subtotal				\$501,881.00



MCSA
GROUP, Inc.

Landscape Architects and Architects
EAST GRAND RAPIDS • MICHIGAN

Landscape Architecture
Park & Recreation Planning
Architecture • Urban Design
Sports Facility Planning

Eaton Property - Option 1
City of Marshall
Order of Magnitude Cost Estimate
March 9th, 2021

Page 3

Description	Unit	No. of Units	Price	Extension
Restroom Building and Shelter				
Restroom Building with Program Room and Drinking Fountain	SF	889	\$250.00	\$222,250.00
Shade Shelter (34' x 24')	LS	1	\$63,460.00	\$63,460.00
Shelter Lighting with Distribution	EA	1	\$3,500.00	\$3,500.00
Subtotal				\$289,210.00

Site Amenities

Picnic Table (Rectangular)	EA	8	\$2,000.00	\$16,000.00
Picnic Table (Round)	EA	3	\$2,000.00	\$6,000.00
Benches	EA	8	\$2,500.00	\$20,000.00
Litter and Recycling Receptacles	EA	4	\$2,000.00	\$8,000.00
Barrier Free Parking Sign	EA	1	\$250.00	\$250.00
Park Monument Sign	LS	1	\$10,000.00	\$10,000.00
Subtotal				\$60,250.00



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Eaton Property - Option 1
City of Marshall
Order of Magnitude Cost Estimate
March 9th, 2021

Page 4

Description	Unit	No. of Units	Price	Extension
Basketball Court				
6" Concrete Paving	SF	7,339	\$7.00	\$51,373.00
4" Concrete Paving	SF	192	\$5.00	\$960.00
Acrylic Surfacing	SY	816	\$12.00	\$9,792.00
Basketball Hoop and Goal	EA	2	\$5,000.00	\$10,000.00
Four Row Bleachers	EA	1	\$3,500.00	\$3,500.00
10' - Tall Fencing	LF	40	\$55.00	\$2,200.00
Site Light	EA	1	\$4,000.00	\$4,000.00
Electrical Distribution	LF	165	\$12.00	\$1,980.00
Subtotal				\$83,805.00

Pickleball Court

Post Tension Concrete Courts	SF	14,300	\$15.00	\$214,500.00
Perimeter Curb for Perimeter Fencing	LF	580	\$20.00	\$11,600.00
Acrylic Surfacing	SY	1,589	\$12.00	\$19,068.00
Pickleball Nets and Posts	EA	6	\$1,500.00	\$9,000.00
4'-Tall Fence	LF	224	\$35.00	\$7,840.00
8'-Tall Fence	LF	580	\$50.00	\$29,000.00
Gate	EA	3	\$600.00	\$1,800.00
4" Concrete Paving	SF	1,140	\$5.00	\$5,700.00
Bench	EA	2	\$2,500.00	\$5,000.00
Sports Lighting with Timers	EA	6	\$8,000.00	\$48,000.00
Electrical Distribution	LF	347	\$12.00	\$4,164.00
Drinking Fountain	LS	1	\$8,000.00	\$8,000.00
Subtotal				\$363,672.00



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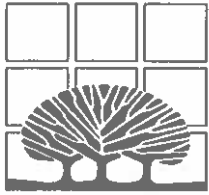
Eaton Property - Option 1
City of Marshall
Order of Magnitude Cost Estimate
March 9th, 2021

Page 5

Description	Unit	No. of Units	Price	Extension
Splashpad				
Concrete - 4" Depth	SF	3,541	\$5.00	\$17,705.00
Colored Concrete - 4" Depth	SF	1,282	\$12.00	\$15,384.00
Colored Concrete - 6" Depth with Reinforcement	SF	1,929	\$20.00	\$38,580.00
Splashpad Equipment (including cabinet, controls, Drains, and 15 spray elements)	LS	1	\$100,900.00	\$100,900.00
Splashpad Installation	LS	1	\$58,000.00	\$58,000.00
Splashpad Service Line	LF	124	\$80.00	\$9,920.00
Splashpad Drain Line (8" Concrete Pipe)	LF	115	\$24.00	\$2,760.00
Electrical Service Line	LF	1	\$8,000.00	\$8,000.00
Electrical Distribution	LF	188	\$12.00	\$2,256.00
Site Light	EA	2	\$4,000.00	\$8,000.00
Shade sail (16' x16')	EA	2	\$13,500.00	\$27,000.00
Picnic Table	EA	4	\$2,500.00	\$10,000.00
Triangle Concrete Benches	EA	3	\$2,500.00	\$7,500.00
Litter and Recycling Receptacles	EA	2	\$2,000.00	\$4,000.00
Ornamental Fencing -4' Tall	LF	246	\$100.00	\$24,600.00
Subtotal				\$334,605.00

Playground

Concrete - 4" Depth	SF	2,456	\$5.00	\$12,280.00
Turn Down Edge	LF	354	\$15.00	\$5,310.00
Poured In place Safety Surfacing	SF	4,993	\$25.00	\$124,825.00
Playground Underdrains and connections	LS	1	\$10,000.00	\$10,000.00
Component Structure (5-12 Year Old)	EA	1	\$78,020.00	\$78,020.00
Component Structure (2-5 Year Old)	EA	1	\$18,833.00	\$18,833.00
Unity Tunnel (Teeter Totter)	EA	1	\$12,334.00	\$12,334.00
Unity Spinner (Merry-Go-Round)	EA	1	\$15,169.00	\$15,169.00
Tire Swing	EA	1	\$4,645.00	\$4,645.00
Two Bay Swings	EA	1	\$4,574.00	\$4,574.00
Picnic Table	EA	3	\$2,500.00	\$7,500.00
Concrete See-through Benches	EA	2	\$2,500.00	\$5,000.00
Litter and Recycling Receptacles	EA	2	\$2,000.00	\$4,000.00
Retaining Wall (Cast Concrete)	LF	71	\$275.00	\$19,525.00
Subtotal				\$322,015.00



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Order of Magnitude Cost Estimate
March 9th, 2021

Page 6

Description	Unit	No. of Units	Price	Extension
Landscape Improvements				
Deciduous Trees	EA	24	\$500.00	\$12,000.00
Evergreen Trees	EA	10	\$450.00	\$4,500.00
Landscape Edger	LF	214	\$7.00	\$1,498.00
Lawn Seeding and 4" of Top Soil	SY	1,305	\$1.25	\$1,631.25
Sod and 4" of Top Soil	SY	2,233	\$10.00	\$22,330.00
Rain Garden Plantings	SY	1,230	\$30.00	\$36,900.00
Organic Soils for Raingarden (8" depth)	SY	1,230	\$15.00	\$18,450.00
Ground Cover Plantings on Sloped Bank	SY	2,898	\$10.00	\$28,980.00
Irrigation System	SY	1,687	\$15.00	\$25,305.00
Subtotal				\$151,594.25

SUBTOTAL	\$2,612,456.00
Design and Construction Contingences @ 10%	\$261,245.60
Professional Fees and Expenses @9%	\$258,633.14
GRAND TOTAL	\$3,132,334.74

Evaluations of the Project Budget and Estimates of Construction Cost prepared by MCSA Group represents their judgment as design professionals. It is recognized, however, MCSA Group has no control over the cost of labor, materials or equipment, nor a contractor's methods of determining bid prices, or over competitive bidding, or market conditions. Accordingly, MCSA Group cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project Budget or from any estimate of construction cost or evaluation prepared by MCSA Group.



ADMINISTRATIVE REPORT
April 4, 2022 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council Members

FROM: Derek N. Perry, City Manager
Karen Lancaster, Interim Finance Director
William Dopp III, Deputy Finance Director/Treasurer

SUBJECT: **DISTRIBUTION OF FY 2023 PROPOSED BUDGET
REQUEST TO SCHEDULE COUNCIL WORK SESSION**

We are pleased to provide the FY 2023 Proposed Budget for your review and comments. The creation of the City's annual budget is a significant task for City Administration. We appreciate the effort put forth by the Directors and Department-Heads that contributed.

Council and City staff collaboration in the newly formed Budget Finance Review Committee has already proven to be a great asset in the development of the budget. Taking your recommendations, we were able to work through a large starting deficit, and now have a proposed budget that is fiscally responsible.

If you have any questions prior to the work session, please feel free to contact the City Manager or Finance Director.

FISCAL EFFECT: None at this time.

RECOMMENDATION: Please schedule a work session for Monday, May 2, 2022 to review and discuss the FY 2023 Proposed Budget.

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