

Mayor Jim Schwartz
Council Member Scott Wolfersberger
Council Member Joe Caron
Council Member Jacob Gates



Council Member Theresa Chaney-Huggett
Council Member Ryan Underhill
Council Member Ryan Traver
City Manager Derek N. Perry

CITY COUNCIL AGENDA

February 21, 2023
Regular Meeting - 7:00 PM

- 1) **CALL TO ORDER**
- 2) **ROLL CALL**
- 3) **INVOCATION**
- 4) **PLEDGE OF ALLEGIANCE**
- 5) **APPROVAL OF AGENDA** - Items can be added or deleted from the Agenda by City Council action.
- 6) **PUBLIC COMMENT ON AGENDA AND 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 agenda item.
- 7) **CONSENT AGENDA**
 - A. **City Council Minutes**
Work Session-February 6, 2023
Regular Session - February 6, 2023
 - B. **City Bills**

Purchases- 2/3/2023	\$377,993.43
Purchases- 2/10/2023	\$1,322,173.85
January Power Purchase-	\$877,755.84
Total	\$2,577,863.12
- 8) **PRESENTATIONS AND RECOGNITIONS**
- 9) **INFORMATIONAL ITEMS**
- 10) **PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION**
 - A. **PA425 FOR MULTIPLE MARSHALL TOWNSHIP PROPERTIES**
 - B. **TOBACCO ORDINANCE UPDATE**
 - C. **GENERAL PENALTY ORDINANCE UPDATE**
- 11) **OLD BUSINESS**
- 12) **REPORTS AND RECOMMENDATIONS**

A. MARSHALL HIGH SCHOOL BAND FUN RUN SPECIAL EVENT

13) APPOINTMENTS / ELECTIONS

A. CALHOUN COUNTY CONSOLIDATED DISPATCH AUTHORITY BOARD APPOINTMENT

B. AIRPORT BOARD LIAISON APPOINTMENT

C. DDA/LDFA APPOINTMENT

14) PUBLIC COMMENT ON AGENDA AND 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

CITY COUNCIL MINUTES

February 6, 2023
Work Session - 6:00 PM

1) CALL TO ORDER

IN A WORK SESSION held on Monday, February 6, 2023 at 6:00 PM in the Training Room of Town Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Schwartz.

2) ROLL CALL

Roll was called:

Present: Mayor Schwartz, Members Gates, Traver, Underhill and Wolfersberger

Also Present: Manager Perry and Clerk Eubank

Absent: None

3) PUBLIC COMMENT ON AGENDA AND 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 agenda item.

4) DISCUSSION ITEMS

A. CITY COUNCIL CANDIDATE PRESENTATIONS

Ward 2

Ron Hannold stated that he has lived in the city for around a year and has always been active in any community he has previously lived in.

James Arver stated that he has lived in the city for around 2 years and has experience as a village manager among other experience.

Elli Blonde stated that she has lived in the city for just over a year and has been involved in boards and commissions in every place she has lived, as well as having a background in public policy.

Mayor Schwartz gave background on Joe Caron who was unable to make it due to a prior commitment.

Ward 4

Scott McDonald stated that he has owned his home in the city for 28 years and has been committed to the community since his arrival, including over 30 years working for the city.

Theresa Chaney-Huggett stated that she has lived in the city for nearly 40 years and has volunteered on numerous boards and commissions throughout the city.

B. ACTIVATION ZONE

Directors Davenport and Zuzga gave an update on the proposed project.

5) PUBLIC COMMENT ON AGENDA AND 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.

6) ADJOURNMENT

The meeting was adjourned at 6:59 p.m.

CITY COUNCIL MINUTES

February 6, 2023
Regular Meeting - 7:00 PM

1) CALL TO ORDER

IN A REGULAR SESSIONS held on Monday, February 6, 2023 at 7:04 PM in the Council Chambers of Town Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Schwartz.

2) ROLL CALL

Roll was called:

Present: Mayor Schwartz, Members Gates, Traver, Underhill and Wolfersberger

Also Present: Manager Perry and Clerk Eubank

Absent: None

3) INVOCATION None

4) PLEDGE OF ALLEGIANCE

Mayor Schwartz lead the Pledge of Allegiance.

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

Moved Wolfersberger, supported Underhill to approve the agenda as presented . On a roll call vote:

Ayes: Jacob Gates, Ryan Traver, Ryan Underhill, Scott Wolfersberger, James Schwartz

Nays: None

Abstain: None

Motion Carried.

6) PUBLIC COMMENT ON AGENDA AND 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 agenda item.

NONE

7) CONSENT AGENDA

Moved Ryan Traver, supported Jacob Gates to approve the consent agenda as presented. On a roll call vote:

Ayes: Ryan Underhill, Scott Wolfersberger, Jacob Gates, James Schwartz, Ryan Traver,

Nays: None

Abstain: None

Motion carried.

A. City Council Minutes

Regular Session - January 17, 2023

B. City Bills

Purchases 1/13/2023	\$278,164.36
Purchases 1/20/2023	\$1,365,678.51
Purchases 1/27/2023	\$548,059.96
TOTAL	\$2,191,902.83

C. ANNUAL REPORTS FOR TAX INCREMENT FINANCING PLANS

8) PRESENTATIONS AND RECOGNITIONS

A. SISTER CITY GIFT

Manager Perry stated that the Japanese Consulate had sent a calendar on behalf of our sister city, Koka, in the Shiiga prefecture. The calendar will be displayed in Council Chambers.

9) INFORMATIONAL ITEMS

10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

A. ADOPTION OF THE JULY 1, 2023 – JUNE 30, 2029 CAPITAL IMPROVEMENT PROGRAM

Manager Perry and Director Dopp stated that the Capital Improvement Plan is a planning document and that there is no money being requested at this time.

Moved Scott Wolfersberger, supported Jacob Gates to approve the July 1, 2023 through June 30, 2029 Capital Improvement Program. On a roll call vote:

Ayes: Jacob Gates, Ryan Traver, Ryan Underhill, Scott Wolfersberger, James Schwartz

Nays: None

Abstain: None

Motion carried.

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

A. SET PUBLIC HEARING FOR PA425 FOR MULTIPLE MARSHALL TOWNSHIP PROPERTIES

Moved Jacob Gates, supported Ryan Underhill to set a public hearing for February 21, 2023, to be held at the Marshall County Building, to hear comments on a Public Act 425 Conditional Land Transfer for the following parcels: 16-301-006-00, 16-290-024-00, 16-320-012-00, 16-291-012-00, 16-290-018-00, 16-282-009-00, 16-272-009-00, and 16-340-078-00.

On a voice vote: **Motion carried.**

B. ELECTRIC AMI GRANT SUBMISSION

Moved Scott Wolfersberger, supported Ryan Traver to authorize the Mayor and City Clerk to execute the MMEA IJJA Electric Department AMI system grant application on behalf of the City of Marshall. On a roll call vote:

Ayes: Ryan Traver, Ryan Underhill, Scott Wolfersberger, James Schwartz, Jacob Gates

Nays: None

Abstain: None

Motion carried.

C. TOBACCO ORDINANCE UPDATE

Moved Ryan Traver, supported Jacob Gates to introduce and set a Public Hearing for Ordinance 2023-05- Updates to the Tobacco Ordinance. On a voice vote: **Motion carried.**

D. GENERAL PENALTY ORDINANCE UPDATE

Moved Scott Wolfersberger, supported Ryan Underhill to introduce and set a Public Hearing for Ordinance 2023-06- Updates to the General Penalty Ordinance, Chapter 10, Section 10.99. On a voice vote: **Motion carried.**

E. LEGGITT ROAD AND EAST PROSPECT STREET CONSTRUCTION CONTRACT

Moved Jacob Gates, supported Ryan Underhill to

- Approve the construction contract with Hunter Prell in the amount of \$1,351,399.00 with a contingency of \$153,601.00 for a total funded amount of \$1,487,000.00;
- Approve the construction engineering contract with ENG in the amount of \$162,167.88 with a contingency of \$8,582.12 for a total funded amount of \$170,750.00;
- Approve the budget amendment of \$93,000 from Water Revenue Bond Proceed to Water Capital Outlay;
- Approve the budget amendment of \$315,000 from Water Fund Balance to Water Capital Outlay;
- Approve the budget amendment of \$342,500 from American Rescue Plan Act Revenue to Water Capital Outlay;
- Approve the budget amendment of \$177,500 from Wastewater Fund Balance to Wastewater Capital Outlay;
- Approve the budget amendment of \$353,750 from Municipal Street Fund Bond Proceeds to Municipal Street Fund Contracted Services;
- Approve the budget amendment of \$376,000 from Local Streets Fund Balance to Local Streets Capital Outlay.

On a roll call vote:

Ayes: Ryan Underhill, Scott Wolfersberger, James Schwartz, Jacob Gates, Ryan Traver,

Nays: None

Abstain: None

Motion carried.

F. COUNTY PARKS MILLAGE REPORT

Moved Scott Wolfersberger, supported Ryan Underhill to authorize submission of the 2022 Report and Accept the County Parks Millage allocation of \$20,995.23 to be used for continued repairs to the Riverwalk. On a voice vote: **Motion carried.**

G. T-MOBILE AND AARP GRANT REQUEST FOR EATON PARK

Moved Ryan Traver, supported Ryan Underhill to approve submission of the T-Mobile and AARP grant applications to support the development of Eaton Park. On a voice vote: **Motion carried.**

H. MAFFA COT FUNDING REQUEST

Moved Jacob Gates, supported Ryan Traver to approve Resolution 2023-05, A Resolution to Authorize a \$5,000 contribution to the Marshall Area Fire Fighters Ambulance Authority for the Purchase of a New Power Cot. On a roll call vote:

Ayes: Scott Wolfersberger, James Schwartz, Jacob Gates, Ryan Traver, Ryan Underhill,

Nays: None

Abstain: None

Motion carried.

CITY OF MARSHALL, MICHIGAN

RESOLUTION NO. 2023-05

A RESOLUTION TO AUTHORIZE A \$5,000 CONTRIBUTION TO THE MARSHALL AREA FIRE FIGHTERS' AMBULANCE AUTHORITY FOR THE PURCHASE OF A NEW POWER COT

WHEREAS, The Marshall Firefighters Ambulance Service (MFFAS) was formed in 1980 by the Marshall Firefighters Association as a private non-profit organization providing Ambulance Services to the City of Marshall and the surrounding Townships; and

WHEREAS, In April of 2004, the Marshall Area Fire Fighters Ambulance Authority (MAFFAA) was formed by the Nine Townships and the City of Marshall under Public Act 57 of 1988; and

WHEREAS, It is the mission of the Marshall Area Fire Fighters Ambulance Authority to provide quality pre-hospital medical care to the citizens of Marshall and central Calhoun County that comprise the Authority Area; and

WHEREAS, the Ambulance Authority covers 324 square miles of central Calhoun County with five advanced life support ambulances with 24 Paramedics and responded to over 4,000 calls for service; and

WHEREAS, MAFFAA is requesting each participating local unit to contribute \$5,000 towards the purchase of a new power cot as the existing ones are over 15-years old and past their service life; and

NOW THEREFORE, BE IT RESOLVED, as public health, safety and welfare are the foundation of local government, we authorize the City Manager to expend \$5,000 of the City American Rescue Plan Act (ARPA) fund allocation towards the purchase of a power cot as requested by the Marshall Area Fire Fighters Ambulance Authority to serve our citizens.

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 February 6, 2023. 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: Michelle Eubank
Its: Clerk
Date: February 6, 2023

13) APPOINTMENTS / ELECTIONS

A. WARD 2 APPOINTMENT

Moved Ryan Underhill to appoint James Arver as the Ward 2 City Council Member to serve until January 1st of the year following the next regular election. There was no support.

Moved Jacob Gates, supported Ryan Traver to Move to appoint Joe Caron as the Ward 2 City Council Member to serve until January 1st of the year following the next regular election. On a roll call vote:

Ayes: Ryan Traver, Ryan Underhill, Scott Wolfersberger, James Schwartz, Jacob Gates

Nays: None

Abstain: None

Motion carried.

B. WARD 4 APPOINTMENT

Moved Scott Wolfersberger, supported Jacob Gates to appoint Theresa Chaney-Huggett as the Ward 4 City Council Member to serve until January 1st of the year following the next regular election. On a roll call vote:

Ayes: Scott Wolfersberger, James Schwartz, Jacob Gates

Nays: Ryan Underhill, Ryan Traver

Abstain: None

Motion carried.

14) PUBLIC COMMENT ON AGENDA AND 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.

Liz Hannold of 155 w Michigan stated that the traffic on Michigan Ave in the downtown is terrible and that the noise from said traffic can make it near impossible to hear inside buildings at times.

James Arver agreed with the statements Liz Hannold made.

15) COUNCIL AND MANAGER COMMUNICATIONS

Schwartz stated that the City had looked into a lane reduction on Michigan Ave prior to it being repaved, but that it did not move forward.

Traver stated that he had also received complaints about the traffic on Michigan Ave and that while he was in favor of the proposed lane reduction when it was presented, the citizens of the city were not.

Perry stated that he was thankful to all the candidates who applied for the council vacancies and would encourage everyone to stay involved.

16) ADJOURNMENT

The meeting was adjourned at 8:27 p.m.

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 02/03/2023 - 02/03/2023
UNJOURNALIZED
OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
01172023	AT&T	ACCT NO. 145970911 MRLEC INTERNET JAN 20		107.35
02032023-A	CORELOGIC CENTRALIZED	2022 SUMMER TAX REFUND - OVERPAYMENT		491.59
02032023-B	CORELOGIC CENTRALIZED	2022 WINTER TAX REFUND - OVERPAYMENT		491.59
0016832	ENG., INC.	LEGGITT ROAD AND S. KALAMAZOO DESIGN ENG2023.106		12,282.50
01202023	ERB, JASON	ARTICLE 32 SECTION 9: MEALS 1/20/23		10.00
02032023	FIRST CONTRACTING, INC	SCHULER'S PAYMENT REQUEST - CONSTRUCTION		335,130.52
01202023	FREDS, MATT	ARTICLE 32 SECTION 9: MEALS 1/20/23		10.00
01202023	FULLER, MIKE	ARTICLE 32 SECTION 9: MEALS 1/20/23		10.00
73085	KEBS, INC.	GPS MANHOLE LOCATION FOR 2022 STREET IMP2023.174		6,850.00
01202023	MACK, JEFF	ARTICLE 32 SECTION 9: MEALS 1/20/23		10.00
02032023-A	MARSHALL COMMUNITY CRE	2022 SUMMER TAX REFUND - OVERPAYMENT		387.27
02032023-B	MARSHALL COMMUNITY CRE	2022 WINTER TAX REFUND - OVERPAYMENT		387.28
01102023CAR	MARSHALL COMMUNITY CRE	CITY CREDIT CARD - CHRISTY A RAMEY 3101		132.64
01102023COM	MARSHALL COMMUNITY CRE	CITY CREDIT CARD - CITY OF MARSHALL 3431		110.90
01102023EZ	MARSHALL COMMUNITY CRE	CITY CREDIT CARD - ERIC ZUZGA 3119		124.00
01102023JL	MARSHALL COMMUNITY CRE	CITY CREDIT CARD - JOSHUA LANKERD 3280		1,957.60
01102023JRM	MARSHALL COMMUNITY CRE	CITY CREDIT CARD - JUSTIN R MILLER 9156		313.83
01102023ME	MARSHALL COMMUNITY CRE	CITY CREDIT CARD - MARTIN ERSKINE 9519		778.87
01102023MD	MARSHALL COMMUNITY CRE	CITY CREDIT CARD - MARGUERITE DAVENPORT		2,229.13
62713	MCNALLY ELEVATOR COMPA	ACCT NO. MA2391 MARSHALL HOUSE ELEVATOR		2,802.00
01302023	MICHIGAN ASSOC OF MUNI	MAMC INSTITUTE 2023		650.00
IN4167182	MICHIGAN OFFICE SOLUTI	ACCT NO. MC26-S COPY OVERAGE FEE 10/1/22		192.68
93019794	NORFOLK SOUTHERN RAILW	MAINTENANCE/OP OF FLASHERS AT LINDEN STR		750.00
01202023	PEHRSON, KORY	ARTICLE 32 SECTION 9: MEALS 1/20/23		10.00
02022023	POTTER, CHARLES	BOOT ALLOWANCE - POTTER, CHARLES (MATT)		16.68
00191126	PROGRESSIVE AE	ZONING SERVICES FOR MARSHALL MEGA SITE		1,700.00
01202023	SCHIPPER, CLINT	ARTICLE 32 SECTION 9: MEALS 1/20/23		10.00
02032023	STATE OF MICHIGAN	AUTHENTICATION REQUEST FORM FEE		4.00
01202023	SUNDBERG, KIP	ARTICLE 32 SECTION 9: MEALS 1/20/23		10.00
148	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$132/2023.163		5,280.00
02032023	V & V ASSESSING LLC	ASSESSING SERVICES FEBRUARY 2023		4,700.00
02012023	WEBERLING, ERIC	BOOT ALLOWANCE - WEBERLING, ERIC		53.00
GRAND TOTAL:				377,993.43

02/10/2023 11:08 AM
User: KWAGNER
DB: Marshall

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 02/10/2023 - 02/10/2023
UNJOURNALIZED
OPEN

Page: 1/1

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
12199820	ALTEC INDUSTRIES, INC.	CUST NO. 21505 LED BEACON LIGHT, PUSH/PU		513.35
33310209	APPLIED CAPITAL, LLC	CONTRACT NO. 132-1753516-000 MRLEC COPIE		117.52
01272023	BROWN, KATHI	DAMAGE TO PLUMBING/FIXTURES FROM WATER Q		2,102.86
02072023	CALHOUN COUNTY TREASUR	2022 WINTER AD VALOREM DIST #4		51,734.71
02072023	CALHOUN INTERMEDIATE S	2022 WINTER AD VALOREM DIST #4		124,798.98
02092023	CB HALL ELECTRIC COMPA	CITY OF MARSHALL INSPECTION SERVICES JAN		650.00
02082023	COUNCIL ON MUNICIPAL C	2023 MUNICIPAL CANNABIS REGULATORS NETWO		50.00
171423	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES (MRLE		468.96
171591	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES (MARS		378.70
02082023	EGNATUK, ALEC	MEAL REIMBURSEMENT FOR MWEA/AWWA JOINT E		42.53
02/10/2023	FRANCIS, CHARLES	UB refund for account: 2900120027		26.18
2301725	GRIFFIN PEST SOLUTIONS	ACCT NO. 3542611 SERVICES AT 323 W. MICH		35.00
02/09/2023	HARVEY, DANIELLE	UB refund for account: 3003340030		50.00
02/09/2023	HAYES, CHARLENE	UB refund for account: 3004520020		34.07
02072023	HUG, ERIN	MEAL REIMBURSEMENT FOR S.H.A.R.P. TRAINI		48.33
02072023	KELLOGG COMMUNITY COLL	2022 WINTER AD VALOREM DIST #4		72,339.80
02072023	MARSHALL AREA FIRE FIG	2022 WINTER AD VALOREM DIST #4		27,678.29
02072023	MARSHALL PUBLIC SCHOOL	2022 WINTER AD VALOREM DIST #4		378,045.27
20230268	MISS DIG SYSTEM INC	ACCT NO. 200MAS - 2023 MEMBERSHIP & MAIN		2,747.10
70870874	ROSE PEST SOLUTIONS	CLIENT NO. 70019775 MARSHALL HOUSE SERVI		1,600.00
02102023	SCHULER'S RESTAURANT	REMAINING MONEY FROM ESCROW ACCOUNT - CD		15,223.83
02/09/2023	SHELTERS, DOROTHY	UB refund for account: 3005800029		15.66
902775947	STATE INDUSTRIAL PRODU	CUST NO. 39148 ECOLUTION TRUCK WASH		258.56
149	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$132/2023.163		5,214.00
200264965	TRACTOR SUPPLY CREDIT	ACCT NO. 6035 3012 0506 1839 RUBBER STAL		116.58
69585	VIRGINIA TRANSFORMER C	TRANSFORMERS FOR BROOKS SUBSTATION 20/27 2022.164		627,065.40
87079669	WEX BANK	ACCT NO. 0470-00-462076-1 FUEL FEB 2023		10,645.20
01292023	WOW! BUSINESS	ACCT NO. 014226414 FIRE FEB 2023		126.28
01242023	WOW! BUSINESS	ACCT NO. 013934621 DPW FEB 2023		46.69
GRAND TOTAL:				1,322,173.85

**MICHIGAN SOUTH CENTRAL POWER AGENCY**

168 DIVISION STREET
COLDWATER, MICHIGAN 49036
PHONE (517) 279-6961
FAX (517) 279-6969

INVOICE MONTH: January, 2023
INVOICE DATE: 2/15/2023
DUE DATE: 2/28/2023
TOTAL AMOUNT DUE: \$877,755.84

MARSHALL CITY ELECTRIC DEPARTMENT
323 WEST MICHIGAN AVENUE
MARSHALL, MICHIGAN 49068
ATTN: KEVIN MAYNARD

MSCPA Member Power Billing - January, 2023

Total Power Charges:	\$747,719.43
Transmission / Capacity / Ancillary Services:	\$101,670.29
Total Other Charges:	\$8,268.11
Total Miscellaneous Charges:	\$20,098.01

TOTAL CHARGES	\$877,755.84
----------------------	---------------------

NOTE: PLEASE SEE ENCLOSED BACKUP FOR ADDITIONAL DETAIL

* Any amounts due and not paid by the due date shall bear interest at the rate of 1% per month until paid

Notes:



ITEM 10.A

TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
DATE: February 21, 2023
SUBJECT: **PA425 FOR MULTIPLE MARSHALL TOWNSHIP PROPERTIES**

The City has received a request from the owners of several properties in Marshall Township that are under contract or owned by the Marshall Area Economic Development Authority (MAEDA) to enter into a Public Act 425 Conditional Land Transfer. A Public Act 425 agreement brings an existing property into the City of Marshall to receive city services and provides for a portion of the collected taxes to be shared with the Township transferring the parcel.

The following Marshall Township properties are requesting transfer into the City of Marshall:

Parcel ID	Owner Name	Property Address
16-301-006-00	Phillip R. Glotfelty, III Revocable Trust	
16-290-024-00	Phillip R. Glotfelty, III Revocable Trust	13024 C Dr North
16-320-012-00	Phillip R. Glotfelty, III Revocable Trust	
16-291-012-00	Phillip R. Glotfelty, III Revocable Trust	13490 C Dr North
16-290-018-00	Gary Bauer	13315 C Dr North
16-282-009-00	Andrew S. Lapp Jr Living Trust	C Dr North
16-272-009-00	Phyllis Mumaw & Lowell H Livingston Management Trust	C Dr North
16-340-078-00	Phyllis Mumaw & Lowell H Livingston Management Trust	15 Mile Rd

In 2006, the City and Marshall Township entered into a Master Public Act 425 Conditional Land Transfer Agreement. In 2015, the Master Agreement was extended to 2026 and in 2019, it was revised and extended to 2029.

Public Act 425 requires the adoption of a resolution and a public hearing by both governmental bodies. The proposed resolution/contract and public hearing notice are attached.

BUDGET IMPACT:

Based on the property's current taxable value, and current City of Marshall millage rates, the City would collect approximately \$7,399 in additional General Fund operating revenue for all these parcels. The Township would receive \$2,248 as required of the Master PA 425 Conditional Land Transfer from those collections. However, as these parcels will be held by MAEDA for economic development purposes, no property taxes are anticipated to be collected or distributed.

RECOMMENDATION:

Approve the Public Act 425 Conditional Land Transfer for the following parcels: 16-301-006-00, 16-290-024-00, 16-320-012-00, 16-291-012-00, and authorize the City Manager and City Clerk to execute the associated Contract for Conditional Transfer of Property as presented.

Approve the Public Act 425 Conditional Land Transfer for the following parcel: 16-290-018-00, and authorize the City Manager and City Clerk to execute the associated Contract for Conditional Transfer of Property as presented.

Approve the Public Act 425 Conditional Land Transfer for the following parcel: 16-282-009-00, and authorize the City Manager and City Clerk to execute the associated Contract for Conditional Transfer of Property as presented.

Approve the Public Act 425 Conditional Land Transfer for the following parcels: 16-272-009-00, and 16-340-078-00, and authorize the City Manager and City Clerk to execute the associated Contract for Conditional Transfer of Property as presented.

**CITY OF MARSHALL – TOWNSHIP OF MARSHALL
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the ____ day of _____, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, Marlene J Glotfelty, successor trustee of the Phillip R. Glotfelty, III Revocable Trust, the owner of the property, joined by the Marshall Area Economic Development Authority as the buyer of the property, described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on February 28, 2023.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.

5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50th) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
 - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise of rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

By: _____
Derek N. Perry, City Manager

By: _____
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

By: _____
David Bosserd, Supervisor

By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)

)ss

COUNTY OF CALHOUN)

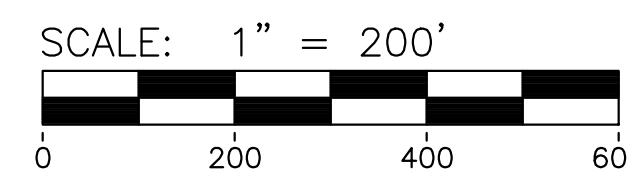
The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by David Bosserd, Supervisory and Jeff Albaugh, Clerk of Marshall Township, on behalf of said Township.

Notary Public, Calhoun County, MI












My commission expires _____



The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.



LEGEND

- | | |
|---|------------------------------|
|  | EXIST. HIGH TENSION TOWER |
|  | EXIST. UTILITY POLE |
|  | GUY WIRE |
|  | EXIST. OVERHEAD UTILITY LINE |
|  | TELEPHONE RISER |
|  | FENCE |
|  | FOUND IRON PIPE |
|  | FOUND MONUMENT |
|  | SET IRON ROD |
|  | FOUND IRON ROD |
|  | SECTION CORNER |

NOTES:

- 1) This survey was prepared using Chicago Title Insurance Company Commitment No. 131195915CML, dated December 8, 2022.
- 2) The parcel herein described is in Zone X, the area determined to be outside the 0.2% annual chance floodplain, River area is in Zone A, Special Flood Hazard Area subject to inundation by the 1% annual chance flood, no base flood elevations determined, per Federal Emergency Management Agency flood insurance rate map # 26025C0220C, effective date; April 4, 2011.
- 3) There is no evidence of current earth moving work, building construction or building additions.
- 4) There is no evidence of changes that will be made to the existing right-of-way lines or sidewalks in the near future.

GLOTFELTY SITE

ALTA/NSPS LAND TITLE SURVEY OF 285+/- ACRES OF LAND
LOCATED IN SECTIONS 29, AND 30, T2S, R6W,
MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN

1

JOB No. 22367	DATE: 1/12/23
	SHEET 1 OF 2
	REV. DATE
	CAUD:
	ENG:
	PM: PLH
	TECH: KMW
	22367-GOTIFLY

SURVEY CERTIFICATION

To: Michigan Economic Development Corporation, The Michigan Strategic Fund, Michigan Land Bank Authority, Marshall Area Economic Development Alliance and Chicago Title Insurance Company

This is to certify that this map or plot and survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 8, 13, 16, 17, 18 and 19 of Table A thereof. The fieldwork was completed on December 9, 2022.

January 12, 2023.

Patrick L. Hastings, P.S. #4001037277

January 20, 2023

HAND DELIVERED

Mr. Derek Perry
City Manager
City of Marshall
323 W. Michigan Avenue
Marshall, Michigan 49068

RE: Request to Transfer Property to City of Marshall

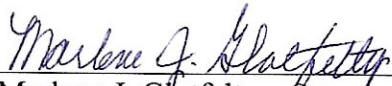
Dear Mr. Perry:

As the Successor Trustee for the Phillip R. Glotfelty, III Revocable Trust dated July 27, 2007 ("Trust"), I previously entered into a Real Estate Option Agreement ("Option") with the Marshall Area Economic Development Alliance ("MAEDA") for certain property located in Marshall Township and as described in the enclosed survey ("Property"). MAEDA has exercised the Option for the Property effective January 9, 2023, with an expected closing on or about February 7, 2023. As the Successor Trustee, joined by MAEDA as the buyer of the Property, I am hereby requesting that the Property be transferred into the City of Marshall pursuant to Public Act 425 so that services can be provided to the Property by the City of Marshall. MAEDA and I both request that this be placed on the agenda for the City Council as soon as possible and further that any approval of the transfer be made conditional on the completion of the sale and transfer of the Property from the Trust to MAEDA.

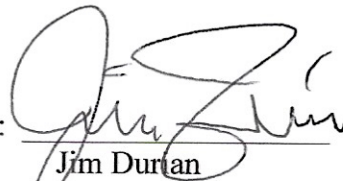
If any additional information is needed, please do not hesitate to contact either of us.

Respectfully submitted,

Marshall Area Economic
Development Alliance



Marlene J. Glotfelty – Successor Trustee
Phillip R. Glotfelty, III Revocable Trust
Dated July 27, 2007

By: 

Jim Duran
Its: Chief Executive Officer

Cc: Mr. David Bosserd – Marshall Township Supervisor
Mr. Fred Rolf – Attorney for Seller

**CITY OF MARSHALL – TOWNSHIP OF MARSHALL
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the ____ day of _____, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, Gary Baurer, the owner of the property, joined by the Marshall Area Economic Development Authority as the buyer of the property, described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on February 28, 2023.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.

5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50th) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
 - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise of rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

By: _____
Derek N. Perry, City Manager

By: _____
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

By: _____
David Bosserd, Supervisor

By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)

)ss

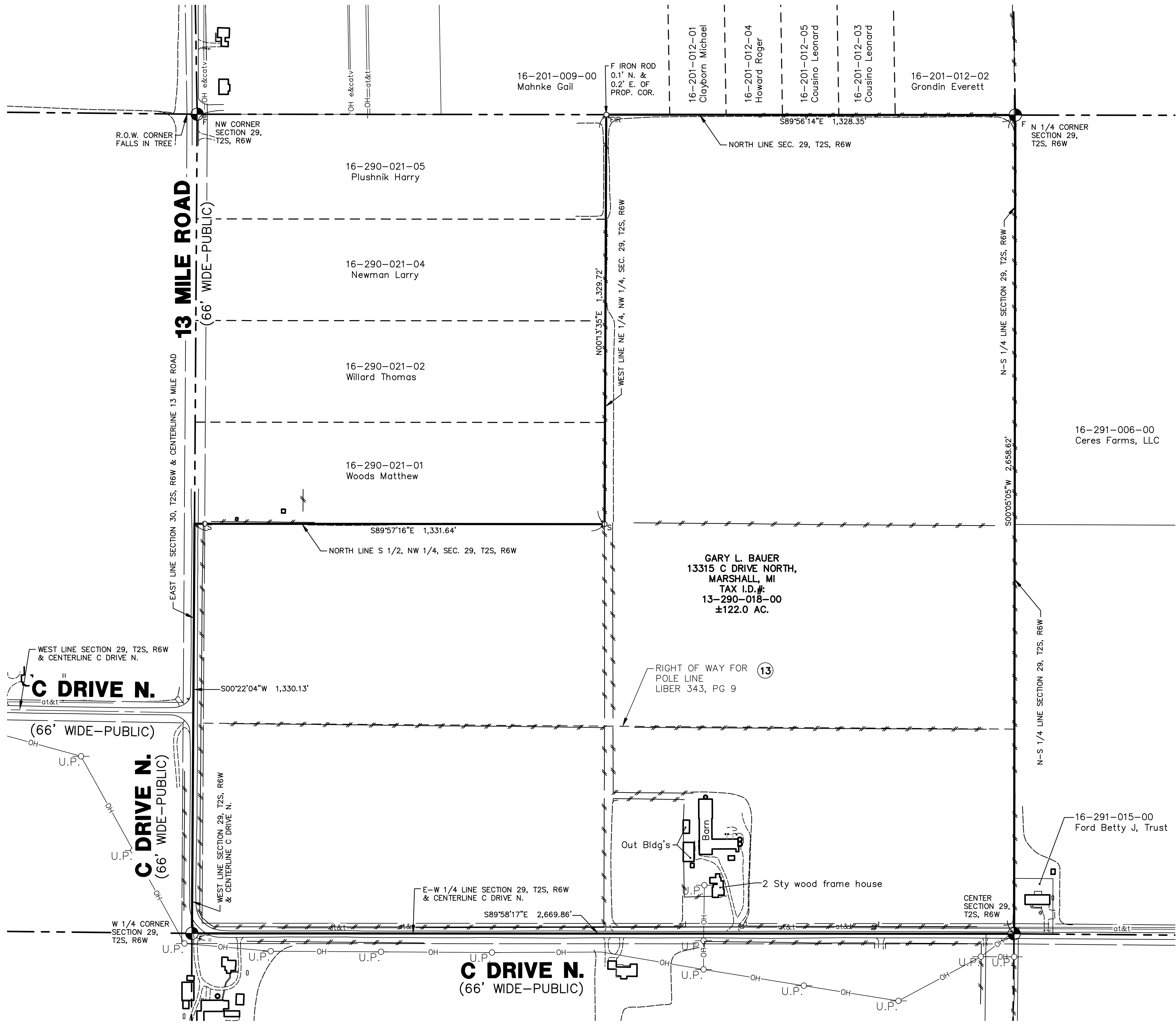
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by David Bosserd, Supervisory and Jeff Albaugh, Clerk of Marshall Township, on behalf of said Township.

Notary Public, Calhoun County, MI

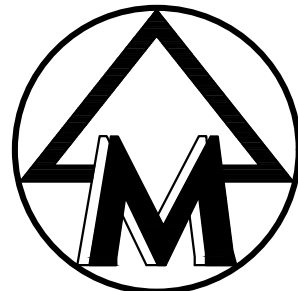
My commission expires _____

M:\CHRG_P\22367\BAUER\119\2023\819-44.dwg, 1/19/2023 9:18 AM, Pat. Hastings, None
Copyright © 2023 Midwestern Consulting L.L.C. All rights reserved. No part of this drawing may be used or reproduced in any form or by any means, or stored in a database or retrieval system, without prior permission of Midwestern Consulting L.L.C.



LEGEND

- U.P. EXIST. UTILITY POLE
- OH EXIST. OVERHEAD UTILITY LINE
- FENCE
- SECTION CORNER
- SET IRON ROD
- FOUND IRON ROD



SCALE: 1" = 200'



LEGAL DESCRIPTION

Land Situated in the State of Michigan, County of Calhoun, Township of Marshall.
The South 1/2 of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4 of Section 29, Town 2 South, Range 6 West.

EXCEPTIONS

- 9). Easement rights in favor of any and all utility companies, public or otherwise, over and across the Land for the location, servicing and maintenance of facilities located on, over or under said Land, if any. (Blanket in nature)
- 13). Right(s) of Way and/or Easement(s) and rights incidental thereto, as granted to Consumers Power Company (now known as Consumers Energy) in a document recorded as Liber 343, Page 9. (Plotted)
- 14). An oil and gas lease for the term therein provided with certain covenants, conditions and provisions, together with easements, if any, as set forth therein, dated March 16, 1983, William G. Bauer and Carol A. Bauer, husband and wife, lessor, Russ Van Belois, lessee, recorded on March 19, 1983, as Liber 1269, Page 545 and any assignments thereof. (Blanket in nature)
- 15). Farmland Development Rights Agreement between Gary Bauer, a single man and Department of Natural Resources for and on behalf of the State of Michigan, dated August 30, 2018, recorded on August 30, 2018, as Liber 4257, Page 0510. (nothing to plot)
- 16). Terms, Covenants, and Conditions of Memorandum of Options set forth as Liber 4394, Page 0933. (Expired 7-28-2022 and renewed in item 17) Blanket in nature.
- 17). Terms, Covenants, and Conditions of Memorandum of Option set forth as Liber 4679, Page 0844. (blanket in nature)

NOTES

- 1). This survey was prepared using Chicago Title Insurance Company Commitment No. 131195414CTM, Dated December 8, 2022.
- 2). The parcel herein described is in Zone X, the area determined to be outside the 0.2% annual chance floodplain, River area is in Zone A, Special Flood Hazard Area subject to inundation by the 1% annual chance flood, no base flood elevations determined, per Federal Emergency Management Agency flood insurance rate map # 26025C0220C, effective date; April 4, 2011.
- 3). There is no evidence of current earth moving work, building construction or building additions.
- 4). There is no evidence of changes that will be made to the existing right-of-way lines or sidewalks in the future.

SURVEY CERTIFICATION

To: Michigan Economic Development Corporation, The Michigan Strategic Fund, Michigan Land Bank Authority, Marshall Area Economic Development Alliance and Chicago Title Insurance Company:

This is to certify that this map or plat and survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 2, 3, 4, 8, 13, 16, 17, 18 and 19 of Table A thereof. The fieldwork was completed on December 9, 2022.

January 11, 2023.

Patrick L. Hastings
Patrick L. Hastings, P.S. #4001037277

The underground utilities shown have been located from field survey information and existing records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in-service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated. Although the surveyor does certify that they are located as accurately as possible from the information available.

CLIENT

MEGA SITE - BAUER PROPERTY

ALTA/NSPS SURVEY OF A PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 29, T2S, R6W, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN

1

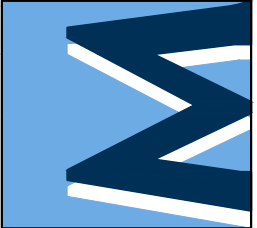
DATE: 01/11/2023
SHEET 1 OF 1

JOB No. 22367

REV.	DATE	BY	APP.
1			

CADD: SHH
ENG: PLH
FM: PLH
TECH: PLH
FR: PLH

MIDWESTERN CONSULTING
3855 Plaza Drive Ann Arbor, Michigan 48108
(734) 995-0200 • www.midwesternconsulting.com
Land Development • Land Survey • Institutional • Municipal
Wireless Communications • Transportation • Landfill Services



January 16, 2023

HAND DELIVERED

Mr. Derek Perry
City Manager
City of Marshall
323 W. Michigan Avenue
Marshall, Michigan 49068

RE: Request to Transfer Property to City of Marshall

Dear Mr. Perry:

I previously entered into a Commercial Real Estate Option Agreement ("Option") with the Marshall Area Economic Development Alliance ("MAEDA") for certain property located in Marshall Township and as described in the attached exhibit ("Property"). MAEDA has exercised the Option for the Property effective January 9, 2023, with an expected closing on or about February 7, 2023. As owner, joined by MAEDA as the buyer of the Property, I am hereby requesting that the Property be transferred into the City of Marshall pursuant to Public Act 425 so that services can be provided to the Property by the City of Marshall. MAEDA and I both request that this be placed on the agenda for the City Council as soon as possible and further that any approval of the transfer be made conditional on the completion of the sale and transfer of the Property from myself to MAEDA.

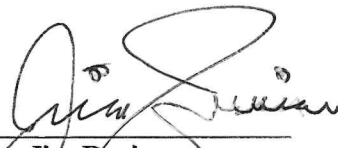
If any additional information is needed, please do not hesitate to contact either of us.

Respectfully submitted,

Marshall Area Economic
Development Alliance



Gary L. Bauer

By: 

Jim Durian
Its: Chief Executive Officer

Cc: Mr. David Bosserd – Marshall Township Supervisor
Mr. Bing Robinson – Representing Seller

**CITY OF MARSHALL – TOWNSHIP OF MARSHALL
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the ____ day of _____, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS Phyllis Mumaw and Lowell H. Livingston, Trustee of the Lowell H. Livingston Management Trust, the owner of the property, joined by the Marshall Area Economic Development Authority as the buyer of the property, described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on February 28, 2023.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.

5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50th) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
 - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise of rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

By: _____
Derek N. Perry, City Manager

By: _____
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

By: _____
David Bosserd, Supervisor

By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)

)ss

COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by David Bosserd, Supervisory and Jeff Albaugh, Clerk of Marshall Township, on behalf of said Township.

Notary Public, Calhoun County, MI

My commission expires _____

SURVEY SKETCH

SURVEY SKETCH OF A PARCELS OF LAND IN THE NW 1/4 OF SECTION 34, T2S, R6W, TOWNSHIP OF MARSHALL, CALHOUN COUNTY, MICHIGAN



LEGAL DESCRIPTION

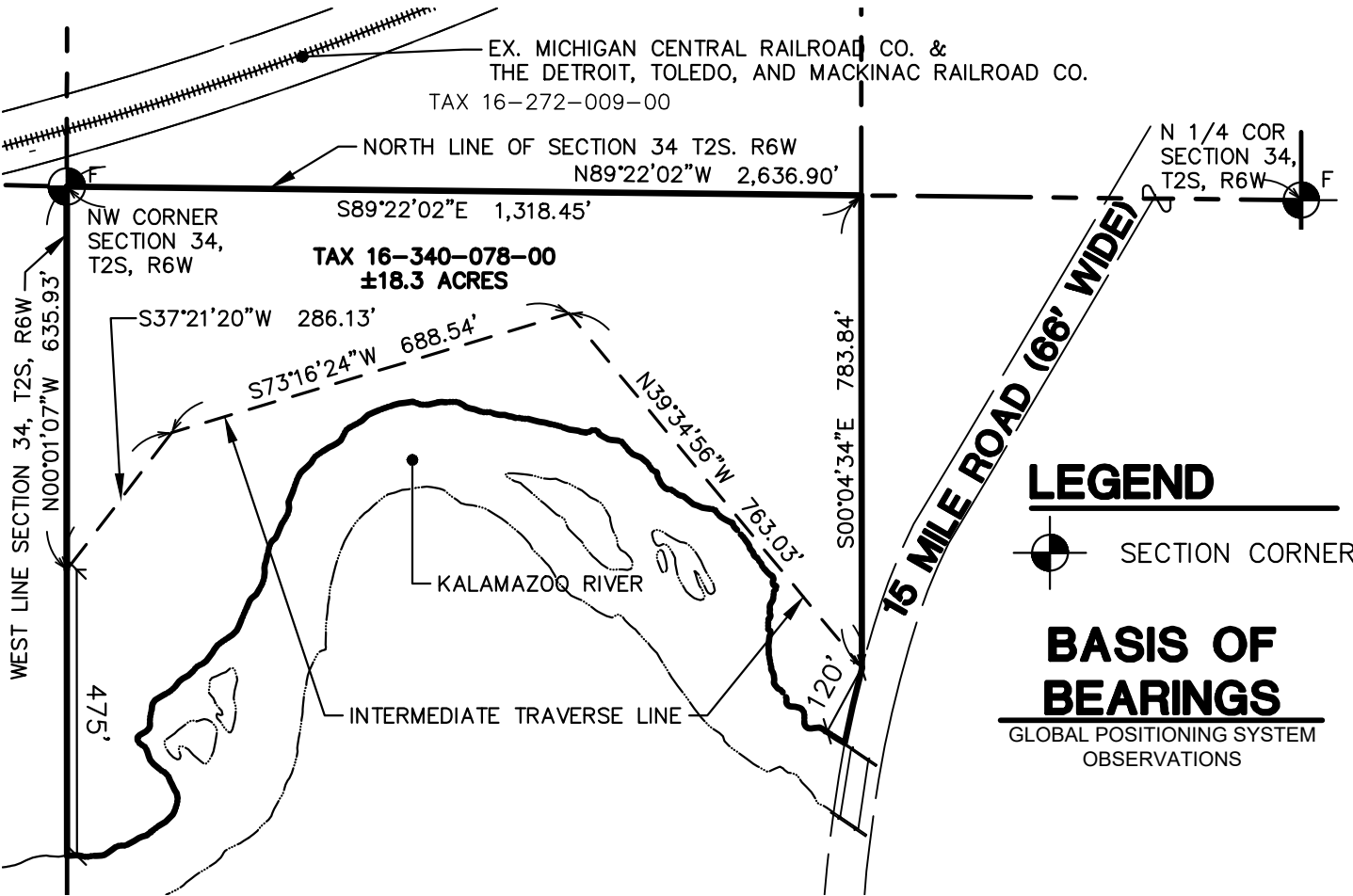
(PER CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT NO. 131195426CTM, DATED: 12/08/2022)


LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF CALHOUN, TOWNSHIP OF MARSHALL.

THE NORTH FRACTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWN 2 SOUTH, RANGE 6 WEST, BEING THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34 LYING WESTERLY OF THE HIGHWAY AND NORTH OF THE RIVER

EXCEPTIONS

- 13. TERMS, COVENANTS, AND CONDITIONS OF QUIT CLAIM DEED SET FORTH AS LIBER 4079, PAGE 725.
- 14. TERMS, COVENANTS, AND CONDITIONS OF NOTICE OF CLAIM OF INTERESTS IN OIL AND GAS SET FORTH AS LIBER 1515, PAGE 488.
- 15. TERMS, COVENANTS, AND CONDITIONS OF AFFIDAVIT ATTESTING THAT QUALIFIED AGRICULTURAL PROPERTY OR QUALIFIED FOREST SHALL REMAIN QUALIFIED AGRICULTURAL PROPERTY SET FORTH AS LIBER 4016, PAGE 90.
- 16. TERMS, COVENANTS, AND CONDITIONS OF ACCESS EASEMENT AGREEMENT SET FORTH AS LIBER 4079, PAGE 729. (DOES NOT AFFECT SUBJECT PARCEL)
- 17. TERMS, COVENANTS, AND CONDITIONS OF MEMORANDUM OF OPTION SET FORTH AS LIBER 4655, PAGE 0663.
- 19. RIGHTS OF THE PUBLIC TO ANY PORTION OF THE LAND LYING WITHIN THE BOUNDS OF ANY STREET, ROAD, ALLEY OR HIGHWAY.
- 20. THE NATURE, EXTENT OR LACK OF RIPARIAN RIGHTS OR THE RIPARIAN RIGHTS OF RIPARIAN OWNERS AND THE PUBLIC IN AND TO THE USE OF WATERS OF KALAMAZOO RIVER.
- 21. RIGHTS, IF ANY, OF RIPARIAN OWNERS AND THE PUBLIC TO USE THE SURFACE, SUBSURFACE AND BED OF THE ADJOINING LAKE/RIVER/CREEK FOR PURPOSES OF NAVIGATION AND RECREATION.



CLIENT: CALHOUN COUNTY	DATE: 2/3/2023	 <div>M I D W E S T E R N C O N S U L T I N G 3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services</div>
JOB NO.: 22367	SHEET 1 OF 1	
SECTION: 34 TOWN: 2S RANGE: 6W	SCALE: 1in.= 300 ft.	
TOWNSHIP OF MARSHALL	BOOK:	
CALHOUN COUNTY, MICHIGAN	BY: SSH	

February 1, 2023

HAND DELIVERED

Mr. Derek Perry
City Manager
City of Marshall
323 W. Michigan Avenue
Marshall, Michigan 49068

RE: Request to Transfer Property to City of Marshall

Dear Mr. Perry:

Phyllis Mumaw and Lowell H. Livingston, Trustee of the Lowell H. Livingston Management Trust under Trust Agreement dated October 14, 2005, as restated by agreement dated July 17, 2014, as the current owners and sellers, previously entered into a Real Estate Option Agreement ("Option") with the Marshall Area Economic Development Alliance ("MAEDA"), as buyer and for certain property located in Marshall Township and as described in the enclosed survey ("Property"). MAEDA has exercised the Option for the Property with an expected closing date in February 2023. As the owners of the Property, joined by MAEDA as the buyer of the Property, we are hereby requesting that the Property be transferred into the City of Marshall pursuant to Michigan's Intergovernmental Transfer of Property By Contract Act, Public Act 425 of 1984 for an Economic Development Project, so that services can be provided to the Property by the City of Marshall. We, together with MAEDA, request that this be placed on the agenda for the City Council as soon as possible and further that any approval of the transfer be made conditional on the completion of the sale and transfer of the Property from us to MAEDA.

If any additional information is needed, please do not hesitate to contact either of us.

Respectfully submitted,

Marshall Area Economic
Development Alliance

By:

Jim Durian - CEO

DocuSigned by:
Phyllis Mumaw
0D352D8D3527417...

DocuSigned by:
Lowell H. Livingston

Lowell H. Livingston, Trustee of the

Lowell H. Livingston Management Trust under Trust Agreement dated October 14, 2005, as restated by agreement dated July 17, 2014

Cc: Mr. David Bosserd – Marshall Township Supervisor
Ms. Rachel Foster

**CITY OF MARSHALL – TOWNSHIP OF MARSHALL
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the ____ day of _____, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the “City”) and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the “Township”).

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, Andrew S. Lapp, Jr, trustee of the Andrew Lapp Living Trust, the owner of the property, joined by the Marshall Area Economic Development Authority as the buyer of the property, described on Schedule 1 attached hereto (“Property”) has requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on February 28, 2023.
4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.

5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50th) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential – 2; commercial – 4; industrial – 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
 - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise of rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.
9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.

11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

By: _____
Derek N. Perry, City Manager

By: _____
Michelle Eubank, Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

Notary Public, Calhoun County, MI
My commission expires _____

WITNESSES:

MARSHALL TOWNSHIP

By: _____
David Bosserd, Supervisor

By: _____
Jeff Albaugh, Clerk

STATE OF MICHIGAN)

)ss

COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by David Bosserd, Supervisory and Jeff Albaugh, Clerk of Marshall Township, on behalf of said Township.

Notary Public, Calhoun County, MI

My commission expires _____

PER CHICAGO TITLE INSURANCE COMPANY COMMITMENT FILE NO. 1311954242CTM, WITH AND EFFECTIVE DATE OF DECEMBER 8, 2022 AT 8:00 AM)

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF CALHOUN, TOWNSHIP OF MARSHALL.

THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWN 2 SOUTH, RANGE 6 WEST, EXCEPTING A STRIP OF LAND ABOUT 2 RODS IN WIDTH EAST AND WEST BY 160 RODS IN LENGTH NORTH AND SOUTH OFF FROM THE ENTIRE WEST SIDE THEREOF.



(PER CHICAGO TITLE INSURANCE COMPANY COMMITMENT FILE NO. 131195424CTM,
WITH AND EFFECTIVE DATE OF DECEMBER 8, 2022 AT 8:00 AM)

- 1 MORTGAGOR, TO GREENSTONE FARM CREDIT SERVICES, FLCA, MORTGAGEE, DATED NOVEMBER 14, 2018, RECORDED ON NOVEMBER 29, 2018, IN LIBER 4242 PAGE 751. THIS MORTGAGE CONTAINS A REVOLVING CREDIT FEATURE. **(NOT A SURVEY MATTER)**

2 PERSONAL PROPERTY TAXES NOT EXAMINED. **(NOT A SURVEY MATTER)**

NOTE: PRINCIPAL RESIDENCE EXEMPTION AND SCHOOL DISTRICT INFORMATION IS PROVIDED TO THE COMPANY AND IS SHOWN FOR INFORMATIONAL PURPOSES ONLY. THE ACCURACY OF SAME IS NEITHER GUARANTEED NOR INSURED.

2022 WINTER TAXES DUE IN THE AMOUNT OF \$1,141.30 IF PAID BY FEBRUARY 14, 2023

2022 SUMMER TAXES PAID IN THE AMOUNT OF \$1,559.36

STATE EQUALIZED VALUE: \$278,800.00, (2022)

TAXABLE VALUE: \$76,152.00, (2022)

3 PRINCIPAL RESIDENCE EXEMPTION: 100.00%

SPECIAL ASSESSMENTS: NONE

SCHOOL DISTRICT: MARSHALL

TAX IDENTIFICATION NUMBER: 13-16-282-009-00

NOTE: THE FOLLOWING EXCEPTION WILL APPEAR ON ANY POLICY, "NO LIABILITY IS ASSUMED BY THE COMPANY FOR TAX INCREASE OCCASIONED BY RETROACTIVE REVALUATION OR CHANGE IN LAND USAGE OR LOSS OF ANY PRINCIPAL RESIDENCE EXEMPTION STATUS FOR THE INSURED PREMISES." **(NOT A SURVEY MATTER)**

ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, DISCOVERED, OR IS DISCLOSED DURING THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I—REQUIREMENTS ARE MET. **(NOT A SURVEY MATTER)**

4 a. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**

b. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND. **(AS SHOWN HEREIN)**

5 c. EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS AND EXISTING WATER, MINERAL, OIL, AND EXPLORATION RIGHTS. **(AS SHOWN HEREIN)**

d. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIAL, HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**

e. ANY AND ALL OIL, GAS, MINERAL, MINING RIGHTS AND/OR RESERVATIONS THEREOF. **(NOT A SURVEY MATTER)**

f. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS. **(NOT A SURVEY MATTER)**

NO LIABILITY IS ASSUMED BY THE COMPANY FOR TAX INCREASE OCCASIONED BY RETROACTIVE REVALUATION OR CHANGE IN LAND USAGE OR LOSS OF ANY PRINCIPAL RESIDENCE EXEMPTION STATUS FOR THE LAND. **(NOT A SURVEY MATTER)**

6 THE POLICY DOES NOT INSURE AGAINST UNPAID WATER, SEWER, ELECTRIC OR GAS CHARGES, IF ANY, THAT HAVE NOT BEEN LEVIED AS TAXES AGAINST THE LAND. **(NOT A SURVEY MATTER)**

7 TAXES AND/OR ASSESSMENTS WHICH BECOME A LIEN OR BECOME DUE AND PAYABLE SUBSEQUENT TO THE EFFECTIVE DATE HEREIN. **(NOT A SURVEY MATTER)**

8 EASEMENT RIGHTS IN FAVOR OF ANY AND ALL UTILITY COMPANIES, PUBLIC OR OTHERWISE, OVER AND ACROSS THE LAND FOR THE LOCATION, SERVING AND MAINTENANCE OF FACILITIES LOCATED ON, OVER OR UNDER SAID LAND, IF ANY. **(AS SHOWN HEREIN)**

9 RIGHTS OF TENANTS UNDER UNRECORDED LEASES AND ANY AND ALL PARTIES CLAIMING BY, THROUGH AND THEREUNDER. **(NOT A SURVEY MATTER)**

10 ANY RIGHT, INTEREST OR CLAIM THAT MAY EXIST, ARISE OR BE ASSERTED UNDER OR PURSUANT TO THE PERISHABLE AGRICULTURAL COMMODITIES ACT OF 1930, AS AMENDED, 7 USC 499A ET SEQ., THE PACKERS AND STOCKYARD ACT OF 1921, AS AMENDED, 7 USC 181 ET SEQ., OR ANY SIMILAR STATE LAWS. **(NOT A SURVEY MATTER)**

11 ANY AND ALL OIL, GAS AND MINERAL RIGHTS AND RESERVATIONS OF EVERY KIND AND NATURE WHETHER RECORDED OR UNRECORDED AND ALL RIGHTS PERTINENT THERETO. **(NOT A SURVEY MATTER)**

12 THE COMPANY MAKES NO REPRESENTATION AS TO THE AMOUNT OF ACREAGE CONTAINED WITHIN THE LAND DESCRIBED IN SCHEDULE A. **(NOT A SURVEY MATTER)**

13 TERMS, COVENANTS, AND CONDITIONS OF MEMORANDUM OF OPTION TO PURCHASE PROPERTY SET FORTH IN LIBER 4680 PAGE 585. **(NOT A SURVEY MATTER)**

14 TERMS, COVENANTS, AND CONDITIONS OF AFFIDAVIT ATTESTING QUALIFIED AGRICULTURAL PROPERTY SHALL REMAIN QUALIFIED AGRICULTURAL PROPERTY SET FORTH IN LIBER 4340 PAGE 187. **(NOT A SURVEY MATTER)**

15 RAILROAD LINE, SWITCHES AND SPUR TRACKS, IF ANY, AND ALL RIGHTS THEREIN. **(NOT A SURVEY MATTER)**

16 RIGHTS OF THE PUBLIC TO ANY PORTION OF THE LAND LYING WITHIN THE BOUNDS OF ANY STREET, ROAD, ALLEY OR HIGHWAY. **(NOT A SURVEY MATTER)**

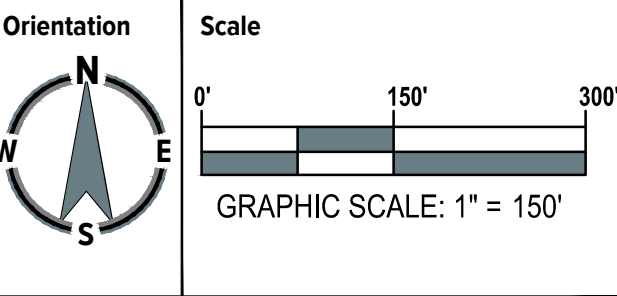


FIRE LINE _____ FL _____ FL _____ FL _____ FL _____ FL _____
 WATER MAIN _____ WTR _____ WTR _____ WTR _____
 STORM SEWER _____ STM _____ STM _____ STM _____
 SANITARY SEWER _____ SAN _____ SAN _____ SAN _____
 COMBINED SEWER _____ COMB _____
 CABLETV _____ CATV _____ CATV _____ CATV _____
 OVERHEAD UTILITY _____ OH _____ OH _____ OH _____
 FIBER OPTIC _____ FO _____ FO _____ FO _____
 GAS _____ GAS _____ GAS _____ GAS _____ GAS _____ GAS _____
 ELECTRICAL _____ E _____ E _____ E _____ E _____
 FENCE _____
 HYDRANT _____
 GATE VALVE _____
 POST INDICATOR VALVE (PIV) _____
 WATER MAIN MANHOLE _____
 SQUARE CATCH BASIN _____
 ROUND CATCH BASIN _____
 BEEHIVE CATCH BASIN _____
 SANITARY MANHOLE _____
 END SECTION _____
 CULVERT _____
 STORM MANHOLE _____
 CLEAN OUT _____
 SIGN _____
 UTILITY POLE _____
 GUY WIRE _____
 LIGHT POLE _____
 LANDSCAPE LIGHT _____
 RISER _____
 ELECTRICAL BOX _____
 ELECTRICAL MANHOLE _____
 FLAG POLE _____
 MAILBOX _____

1. THE BEARING BASIS FOR THE SITE IS NAD83 MICHIGAN STATE PLANE, SOUTH ZONE, INTERNATIONAL FEET.
2. DATE OF SURVEY: DECEMBER 2022 AND JANUARY 2023.
3. SOME FEATURES SHOWN ON SURVEY MAY BE OUT OF SCALE FOR CLARITY.
4. DIMENSIONS ON THIS SURVEY ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED.
5. NO BUILDINGS EXISTING ON THE SURVEYED PROPERTY.
6. SITE IS LOCATED WITHIN ZONE A PER THE FLOOD INSURANCE RATE MAP, MAP NUMBER 26025C0220C, WITH AN EFFECTIVE DATE OF 04/04/2011.
7. NO EVIDENCE OF RECENT EARTH WORK WAS OBSERVED DURING THE SURVEY.
8. ACTUAL PROPERTY ACREAGE EQUALS 78.57 ACRES.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 5, 8, 11(a), 13, 15, AND 16 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 01/27/2023.

JEFFREY EVANS, PS
PROFESSIONAL SURVEYOR NO. 47637
JEFF.EVANS@SME-USA.COM



Project

**MARSHALL MICHIGAN
MEGASITE**

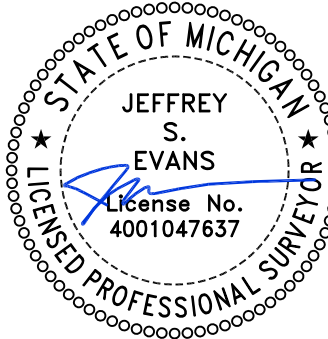
Project Location

**MARSHALL TOWNSHIP,
CALHOUN COUNTY, MI**

Sheet Name

**ALTA/NSPS LAND TITLE
SURVEY**

Surveyor's Seal


CHOOSE MARSHALL

Revisions

[illegible]

Key Map

Date **01/31/2023**

SME Project No. 091434.03

Project Manager: J. EVANS

Field Chief: **B. JACKSON**

CADD: J. RUNYON

Checked By: **S. WILSON**

Reviewed By: **J. EVANS**

Sheet No

01

DRAWING NOTE: SCALE DEPICTED IS MEANT FOR 24" X 36" A&E
WILL SCALE INCORRECTLY IF PRINTED ON ANY OTHER SIZE
MEDIA

NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR

January 9, 2023

HAND DELIVERED

Mr. Derek Perry
City Manager
City of Marshall
323 W. Michigan Avenue
Marshall, Michigan 49068

RE: Request to Transfer Property to City of Marshall


Dear Mr. Perry:

As Trustee of the Andrew Lapp Jr. Living Trust, dated March 17, 2016, I previously entered into a Real Estate Option Agreement ("Option") with the Marshall Area Economic Development Alliance ("MAEDA") for certain property located in Marshall Township and as described in the enclosed survey ("Property"). MAEDA has exercised the Option for the Property with an expected closing date no later than February 28, 2023. As the owner of the Property, joined by MAEDA as the buyer of the Property, I am hereby requesting, and my request is effective subject to closing the sale of the Property to MAEDA, that the Property be transferred into the City of Marshall pursuant to Public Act 425 so that services can be provided to the Property by the City of Marshall. MAEDA and I both request that this be placed on the agenda for the City Council as soon as possible and further that any approval of the transfer be made conditional on the completion of the sale and transfer of the Property from the Trust to MAEDA.

If any additional information is needed, please do not hesitate to contact either of us.

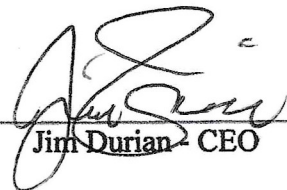
Respectfully submitted,

Marshall Area Economic
Development Alliance



Andrew S. Lapp, Jr., trustee of the Andrew Lapp Jr
Living Trust, dated March 17, 2016

By:


Jim Durian - CEO

Cc: Mr. David Bosserd - Marshall Township Supervisor
Mr. David Degraw



ITEM 10.B

TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Joshua Lankerd, Chief of Police
DATE: February 21, 2023
SUBJECT: **TOBACCO ORDINANCE UPDATE**

The Marshall Police Administration, City Prosecutor, and City Attorney are tasked with reviewing and updating City of Marshall Ordinances. This process includes making updates to City Ordinances with changes to State Law. In July of 2022, the Michigan State tobacco law was changed, from 18 years old to 21 years old in Michigan, to be consistent with federal law. This law went into effect in October. The Police Administration met with the City Prosecutor to update our ordinance 136.03 Tobacco, which was added to the list of items to go before council. The proposed ordinance was updated and reviewed by the City Attorney.

The only noted change to the ordinance is the update of the age from 18 years old to 21 years old, as the ordinance was just last updated in 2019. These changes will bring our ordinance in line with State and Federal Law.

BUDGET IMPACT:

There is no budget impact expected.

RECOMMENDATION:

Approve Ordinance 2023-05- Updates to the Tobacco Ordinance.

City of Marshall, Michigan
Ordinance # _____

AN ORDINANCE TO AMEND THE CITY OF MARSHALL CODE OF
ORDINANCES, SECTION 136.03.

WHEREAS, on July 21, 2022, the State of Michigan enacted Public Act 167 of Public Acts of 2022, which amends the Youth Tobacco Act of Michigan, codified in MCL 722.641 *et seq*; and

WHEREAS, the amendments to the Youth Tobacco Act of Michigan necessitate corresponding amendments to Section 136.03 of the Marshall Code of Ordinances; and

WHEREAS, the public good is furthered by maintaining consistency and uniformity between the Act and local ordinance.

NOW, THEREFORE, THE CITY OF MARSHALL ORDAINS that the current version of Section 136.03 be amended as set forth herein:

Section 1. Purpose. For the public health, safety, and welfare of City residents and visitors to the City, to amend Section 136.03 Tobacco products, vapor products, alternative nicotine products, of the Marshall Code of Ordinances to maintain consistency and uniformity between the Act and local ordinance.

Section 2. That Section 136.03 Tobacco products, vapor products, alternative nicotine products, of the Marshall City Code is hereby amended, as indicated in strikes and bold, as follows:

Sec. 136.03 Tobacco products, vapor products, alternative nicotine products.

(A) *Definitions.* As used in this section:

Alternative nicotine product means a noncombustible product containing nicotine that is intended for human consumption, whether chewed, absorbed, dissolved, or ingested by any other means. Alternative nicotine product does not include a tobacco product, vapor product, food, or a product regulated as a drug or device by the United States Food and Drug Administration under 21 USC 351 to 360fff-7.

Liquid nicotine means a liquid or other substance containing nicotine in any concentration that is sold, marketed, or intended for use in a noncombustible product that employs a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means, regardless of shape or size, that can be used to produce vapor from nicotine or any other substance, and the use or inhalation of which simulates smoking.

Liquid nicotine container means a bottle or other container holding liquid nicotine in any concentration but does not include a cartridge containing liquid nicotine if the cartridge is pre-filled and sealed by the manufacturer of the cartridge and is not intended to be opened by the consumer.

Minor means an individual who is less than ~~18~~ **21** years of age.

Person who sells tobacco products at retail means a person whose ordinary course of business consists, in whole or part, of the retail sales of tobacco products subject to state sales tax.

Person who sells vapor products or alternative nicotine products at retail means a person whose ordinary course of business consists, in whole or part, of the retail sales of vapor products or alternative nicotine products.

Public place means a public street, sidewalk, park, any outside area open to the general public, any public conveyance or private vehicle located in an area open to the general public, or any area open to the general public in a publicly owned or operated building or public place of business. "Public place" shall also include the grounds of a public or private school where children attend classes in preschool programs, kindergarten programs, or grades 1 through 12, in a school bus, or on the grounds of any correctional facility, including the juvenile detention facility or the property upon which the facility is located.

Tobacco product means a product that contains tobacco and is intended for human consumption, including, but not limited to, a cigarette, non-cigarette smoking tobacco, or smokeless tobacco, as those terms are defined in Section 2 of the Tobacco Products Tax Act, Public Act 327 of 1993, M.C.L.A. § 205.422, as may be from time to time amended, and a cigar.

Use a tobacco product, vapor product, or alternative nicotine product means to smoke, chew, suck, inhale, or otherwise consume a tobacco product, vapor product, or alternative nicotine.

Vapor product means a noncombustible product that employs a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means, regardless of shape or size, that can be used to produce vapor from nicotine or any other substance, and the use or inhalation of which simulates smoking. Vapor product includes an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device and a vapor cartridge or other container of nicotine or other substance in a solution or other form that is intended to be used with or in an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or other similar product or device. Vapor product does not include a product regulated as a drug or device by the United States Food and Drug Administration under 21 USC 351 to 360fff-7.

- (B) A person shall not sell, give, or furnish a tobacco product, vapor product, or alternative nicotine product to a minor, including, but not limited to, through a vending machine. This division does not apply to the handling or transportation of a tobacco product, vapor product, or alternative nicotine product by a minor under the terms of the minor's employment.
- (C) Before selling, offering for sale, giving or furnishing a tobacco product, vapor product, or alternative nicotine product to an individual, a person shall verify that the individual is at least **18 21** years of age by doing one of the following:
 - (1) If the individual appears to be under 27 years of age, examining a government-issued photographic identification that establishes that the individual is at least **18 21** years of age.
 - (2) For sales made by the internet or other remote sales method, performing an age verification through an independent, third-party age verification service that compares information available from a commercially available data base, or aggregate of databases, that are regularly used by government agencies and businesses for the purpose of age and identity verification to the personal information entered by the individual during the ordering process that establishes that the individual is **18 21** years of age or older.
- (D) A person who violates divisions (B) or (C) is guilty of a misdemeanor punishable by a fine as follows:
 - (1) For a first offense, not more than \$100.00.
 - (2) For a second offense, not more than \$500.00.

- (E) A person who sells tobacco products at retail shall not sell a cigarette separately from its package. This division does not apply to a person who sells tobacco products at retail in a tobacco specialty retail store or other retail store that deals exclusively in the sale of tobacco products and smoking paraphernalia. A person who violates this division is guilty of a misdemeanor, punishable by a fine of not more than \$500.00.
- (F) A person shall not sell a liquid nicotine container unless the liquid nicotine container meets the child-resistant effectiveness standards of 16 CFR 1700.15(b). A person who violates this division is guilty of a misdemeanor punishable by a fine of not more than \$50.00 for each violation.
- (G) A person who sells vapor products or alternative nicotine products at retail shall not display for sale a vapor product unless the vapor product is stored for sale behind a counter in an area accessible only to employees or within a locked case. A person who violates this division is responsible for a municipal civil infraction and shall be fined not more than \$500.00.
- (H) A minor shall not do any of the following:
 - (1) Purchase or attempt to purchase a tobacco product.
 - (2) Possess or attempt to possess a tobacco product.
 - (3) Use a tobacco product in a public place.
 - (4) Present or offer to an individual a purported proof of age that is false, fraudulent, or not actually his or her own proof of age for the purpose of purchasing, attempting to purchase, possessing, or attempting to possess a tobacco product.
- (I) A minor who violates division (H) shall be punished as follows:
 - (1) For a first offense, the minor is guilty of a misdemeanor punishable by a fine of not more than \$50.00. The court may also require the minor to participate in a health and risk reduction assessment program and order up to 16 hours of community service.
 - (2) For a second offense, the minor is guilty of a misdemeanor punishable by a fine of not more than \$50.00. The court may also require the minor to participate in a health and risk reduction assessment program and order up to 32 hours of community service.
 - (3) For a third or subsequent offense, the minor is guilty of a misdemeanor punishable by a fine of not more than \$50.00. The court may also require the minor to participate in a health and risk reduction assessment program and order up to 48 hours of community service.
- (J) A minor shall not do any of the following:
 - (1) Purchase or attempt to purchase a vapor product or alternative nicotine product.
 - (2) Possess or attempt to possess a vapor product or alternative nicotine product.
 - (3) Use a vapor product or alternative nicotine product.
 - (4) Present or offer to an individual a purported proof of age that is false, fraudulent, or not actually his or her own proof of age for the purpose of purchasing, attempting to purchase, possessing, or attempting to possess a vapor product or alternative nicotine product.
- (K) A minor who violates division (J) shall be punished as follows:

- (1) For a first violation, the minor is responsible for a municipal civil infraction and shall be fined not more than \$50.00. The court may also order the minor to participate in a health and risk reduction program and perform up to 16 hours of community service.
 - (2) For a second violation, the minor is responsible for a municipal civil infraction and shall be fined not more than \$50.00. The court may also order the minor to participate in a health and risk reduction program and perform up to 32 hours of community service.
 - (3) For a third violation, the minor is guilty of a misdemeanor punishable by a fine of not more than \$50.00. The court may also order the minor to participate in a health and risk reduction program and perform up to 48 hours of community service.
- (L) Divisions (H) and (J) do not apply to the following:
- (1) The handling or transportation of a tobacco product, vapor product or alternative nicotine product by a minor under the terms of the minor's employment.
 - (2) Undercover operations or compliance checks conducted in accordance with M.C.L.A. §§ 722.642(6)(a)—(c).
 - (3) A minor charged with violating divisions (H) or (J) may be charged with, convicted of, or sentenced for any other violation of law arising out of the violation of division (E) or (G).
- (Ord. 2019-05, passed 8-19-2019)

Section 3. Savings Clause.

All proceedings pending and all rights and liabilities existing or incurred at the time this amendatory Ordinance takes effect are saved and may be consummated according to the law enforced when they were commenced. This amendatory Ordinance shall not be construed to affect any prosecution pending or initiated before the effective date of this amendatory Ordinance for an offense committed before that date.

Section 4. Conflicting Ordinances Repealed.

Except as to prosecution and legal actions pending and saved pursuant to Section 3 above, any Marshall City Ordinances or parts of Ordinances in conflict with or inconsistent with any of the provisions of this Ordinance, are repealed.

Section 5. Severability.

If any section, paragraph, clause, phrase or part of this Ordinance is held invalid by any court of competent jurisdiction or any agency, department or commission empowered by statute for such purposes, such decision shall not affect the validity of the remaining provisions of this Ordinance, and the application of those provisions to any person or circumstance shall not be affected thereby.

Section 6. Code Edits. The editors of the Marshall City Code are hereby authorized, subject to approval of the City Manager, or designee, to update and revise code section numbers to effectuate the provisions of this Ordinance.

Section 7. Section Headings. The section headings used in this ordinance are for convenience only and are not a part of this Ordinance.

Section 8. Effective Date. This Ordinance shall take effect upon publication.

Introduced by the Marshall City Council this ____ day of _____, 2023.

Motion by

Second by

Ayes:

Nays:

Absent:

Adopted by the Marshall City Council this ____ day of _____, ____.

Motion by

Second by

Approved:

James Schwartz, Mayor

STATE OF MICHIGAN

COUNTY OF CALHOUN

I, Michelle Eubank, Marshall City Clerk, certify this is Ordinance #_____ adopted by the Marshall City Council at a meeting held the ____ day of _____, _____, a meeting held according to the Open Meetings Act, Public Act No. 267 of 1976, as amended. I further certify Ordinance #_____ was published in the Marshall Ad-Visor, a newspaper of general circulation in the City of Marshall, the ____ day of _____, _____, subsequent to its adoption.

Michelle Eubank, City Clerk

Introduced:
Public Hearing:
Adopted:
Published:
Effective:



ITEM 10.C

TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Joshua Lankerd, Chief of Police
DATE: February 21, 2023
SUBJECT: **GENERAL PENALTY ORDINANCE UPDATE**

The Police Department Staff meets periodically with the City Prosecutor and City Attorney to review and update ordinances. Over the course of these meetings, we identified a few updates/changes required in the General Penalty 10.99 section to be consistent with state law and other local ordinances.

The three main changes and updates to the General Penalty 10.99 Ordinance include:

Adoption of the 93-day misdemeanor penalty for ordinances which correspond substantially with state law, which includes but is not limited to the following ordinances:

- Simple Assault
- Retail Fraud
- Larceny/Embezzlement
- Suspended Driving
- OWI

High BAC Penalties- MCL 257.625(1) by reference to ordinance 70.01 Michigan Vehicle Code Violations punishable by one or more of the following:

- Community Service for not more than 360 hours
- Imprisonment for not more than 180 days
- A fine of not less than \$200 or more than \$700

Municipal Civil Infraction Penalties were updated from the current \$50 to \$500 to \$25 to \$500.

Overall, these changes, if approved, will bring consistency between our ordinances and state law.

BUDGET IMPACT:

These penalty changes will have minimal impact on the budget.

RECOMMENDATION:

Approve Ordinance 2023-06- Updates to the General Penalty Ordinance, Chapter 10, Section 10.99.

AN ORDINANCE TO AMEND § 10.99 GENERAL PENALTY

WHEREAS, Section 10.99 – General Penalty of the Marshall Code of Ordinances establishes the penalty for civil infractions and misdemeanor code violations; and

WHEREAS, Section 10.99(A) provides that the penalty for misdemeanor violations shall be a fine of not more than \$500.00, or imprisonment for a period not to exceed 90 days, or both; and

WHEREAS, Section 117.4i(k) of the Michigan Home Rule City Act, MCL 117.1 et seq, provides authority for the City to enact penalties which provide for a fine of not more than \$500.00, or imprisonment for a period not to exceed 93 days, or both, for code violations which substantially correspond to state law; and

WHEREAS, Section 117.4i(k) of the Michigan Home Rule City Act, MCL 117.1 et seq, provides authority for the City to adopt the statutory penalty for the offense of Operating a Motor Vehicle with a High BAC, MCL 257.625(1)(c), adopted by reference in Code Section 70.001; and

WHEREAS, Pursuant to the authorization set forth in Section 3(k) of the Michigan Home Rule Cities Act (MCL 117.3), the City of Marshall adopted the International Property Maintenance Code of 2015 (the “Code”) as the Property Maintenance Code of the City of Marshall, as amended.

WHEREAS, Public health, safety and welfare of city residents and visitors to the City will be furthered by amending Section 10.99(A) of the Marshall Code of Ordinances to include uniform penalties between code violations and that which substantially correspond to state law, and to permit the City to enforce violations of MCL 257.625(1)(c).

NOW, THEREFORE, THE CITY OF MARSHALL ORDAINS,

Section 1. Purpose. For the public health, safety, and welfare of City residents and visitors to the City, Section 10.99 – General Penalty of the Marshall Code of Ordinances is amended to establish uniform penalties between City ordinance and code violations and that which substantially correspond to state law, and to permit the City to enforce violations of MCL 257.625(1)(c).

Section 2. That Section 10.99, General Penalty, of the Marshall City Code is hereby amended, as indicated in strikes and bold, as follows:

- (A) Any person violating any provision of this Code for which a penalty is not otherwise specified, either in that provision or elsewhere in the Code, shall be guilty of a misdemeanor, and upon conviction thereof in any court of competent jurisdiction shall be subject to a fine of not more than \$500.00, or to imprisonment in the county jail for a period of not more than 90 days, or to both such fine and imprisonment in the discretion of the court. **Provided, however, that a violation of this Code is punishable by a fine of not more than \$500 or imprisonment in the county jail for not more than 93 days, or both, if the violation substantially corresponds to a violation of state law that is a misdemeanor for which the maximum period on imprisonment is 93 days. In addition, the penalties provided by MCL 257.625(1)(c), adopted by reference in Section 70.01, are adopted by reference and violations shall be punishable by one (1) or more of the following:**
- 1) Community service for not more than 360 hours;**
 - 2) Imprisonment for not more than 180 days;**
 - 3) A fine or not less than \$200 or more than \$700.**
- (B) Provisions of this Code prescribing any penalty shall not apply to the failure of any city officer or employee to perform an official duty.
- (C) The sanction for a violation which is a municipal civil infraction shall be a civil fine in the amount as provided by this Code or any ordinance, plus any costs, damages, expenses and other sanctions, as authorized under Chapter 87 of Act No. 736 of the Public Acts of 1961, as amended and other applicable laws.
- (1) Unless otherwise specifically provided for a particular municipal civil infraction violation by this Code or any ordinance, the civil fine for a violation shall be not less than ~~\$25~~ \$50 nor more than \$500, plus costs and other sanctions, for each infraction. Costs shall include all expenses, direct and indirect, to which the city has been put in connection with the municipal civil infraction. In no case, however, shall costs of less than \$10 nor more than \$500 be ordered.
 - (2) Increased civil fines may be imposed for repeated violations by a person of any requirement or provision of this Code or any ordinance. As used in this section, REPEAT OFFENSE means a second (or any subsequent) municipal civil infraction violation of the same requirement or provision (i) committed by a person within any three-year period (unless some other period is specifically provided by this Code or any ordinance) and (ii) for which the person admits responsibility or is determined to be responsible. Unless otherwise specifically provided by this Code or any ordinance for a particular municipal civil infraction violation the increased fine for a repeat offense shall be as follows:

- (a) The fine for any offense which is a first repeat offense shall be no less than \$150 and no more than \$500, plus costs.
 - (b) The fine for any offense which is a second repeat offense or any subsequent repeat offense shall be no less than \$500, plus costs.
 - (c) Repeat offenses are determined on the basis of the date of the commission of the offenses.
- (D) A violation includes any act which is prohibited or made or declared to be unlawful or an offense by this Code or any ordinance; and any omission or failure to act where the act is required by this Code or any ordinance.
- (E) Each act of violation and each day on which any violation of this Code or any ordinance continues constitutes a separate offense and shall be subject to penalties or sanctions as a separate offense.
- (F) In addition to any remedies available at law, the city may bring an action for an injunction or other process against a person to restrain, prevent or abate any violation of this Code or any city ordinance. The penalty or sanction shall be in addition to the abatement of the violating condition, any injunctive relief, revocation of any permit or license, or other process.
- (G) The penalties and sanctions provided by this section, unless another penalty or sanction as expressly provided, shall apply to the amendment of any section of this Code and/or any addition to this Code whether or not such penalty or sanction is reenacted in the amendatory ordinance.
- (H) All violations under the following chapters, articles and sections of the Marshall City Code of Ordinances shall be municipal civil infractions and shall be processed in accordance with Public Act 17 of the Public Acts of 1994, as amended, and pursuant to the provisions of this Code related to municipal civil infractions:

Sections 50.01 through 50.99, 70.009, 70.011, 70.013, 90.15 through 90.17, except as otherwise provided in 90.22, 91.02, 92.01 through 92.11, 97.21, 112.03, 130.03, 134.27, 134.30, 136.01(B)(1), 136.02, 136.03(G), 136.03(J), 137.01, 137.02, 137.03, 137.04(C) except as otherwise provided in 137.04(H)(2)(c) or 137.04(I), 137.04(E), 137.04(G), 137.04(H) except as otherwise provided in division 137.04(H)(2)(c), 137.05(H)(2), 137.23, and 150.086, IPMC Section 106.3.1.

(Prior Code, Sec. 1-10; Ord. 98-2, passed 2-2-1998; Am. Ord. 98-9, passed 8-3-1998; Am. Ord. 2020-07, passed 2-18-2020)

Section 3. Savings Clause.

All proceedings pending and all rights and liabilities existing or incurred at the time this amendatory Ordinance takes effect are saved and may be consummated according to the law enforced when they were commenced. This amendatory Ordinance shall not

be construed to affect any prosecution pending or initiated before the effective date of this amendatory Ordinance for an offense committed before that date.

Section 4. Conflicting Ordinances Repealed.

Except as to prosecution and legal actions pending and saved pursuant to Section 3 above, any Marshall City Ordinances or parts of Ordinances in conflict with or inconsistent with any of the provisions of this Ordinance, are repealed.

Section 5. Severability.

If any section, paragraph, clause, phrase or part of this Ordinance is held invalid by any court of competent jurisdiction or any agency, department or commission empowered by statute for such purposes, such decision shall not affect the validity of the remaining provisions of this Ordinance, and the application of those provisions to any person or circumstance shall not be affected thereby.

Section 6. Code Edits. The editors of the Marshall City Code are hereby authorized, subject to approval of the City Manager, or designee, to update and revise code section numbers to effectuate the provisions of this Ordinance.

Section 7. Section Headings. The section headings used in this ordinance are for convenience only and are not a part of this Ordinance.

Section 8. Effective Date. This Ordinance shall take effect upon publication.

Introduced by the Marshall City Council this ____ day of _____, 2023.

Motion by

Second by

Ayes:

Nays:

Absent:

Adopted by the Marshall City Council this ____ day of _____, ____.

Motion by

Second by

Approved:

James Schwartz, Mayor

STATE OF MICHIGAN

COUNTY OF CALHOUN

I, Michelle Eubank, Marshall City Clerk, certify this is Ordinance #_____ adopted by the Marshall City Council at a meeting held the _____ day of _____, _____, a meeting held according to the Open Meetings Act, Public Act No. 267 of 1976, as amended. I further certify Ordinance #_____ was published in the Marshall Ad-Visor, a newspaper of general circulation in the City of Marshall, the _____ day of _____, _____, subsequent to its adoption.

Michelle Eubank, City Clerk

Introduced:

Public Hearing:

Adopted:

Published:

Effective:



ITEM 12.A

TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
Joshua Lanker, Chief of Police
DATE: February 21, 2023
SUBJECT: **MARSHALL HIGH SCHOOL BAND FUN RUN SPECIAL EVENT**

The Marshall High School Band is requesting to host a fun run on March 11, 2023. The run is a fund raising event for their Disney trip. The route would include North Dr, N Marshall Ave, W Mansion, and N Madison. They are requesting road closures, grabber cones and on duty police and fire personnel for their event.

BUDGET IMPACT:

Marshall High School is a non-profit organization and the City services provided are not expected to exceed the \$500 non-profit waiver.

RECOMMENDATION:

Approve the Marshall High School Band Fun Run Special Event Request for March 11, 2023 contingent on a letter of support from the school and proof of insurance.



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

Special Events Application

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

Applicant Information

Name of Special Event: FUN RUN - nolly.irishe@hotmail.com *Event contact*

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

Mailing/Billing Address: 100 E. Green St.

City/State/ZIP Code: Marshall MI 49068

Business Phone: 269-781-1250 Cell Phone: _____

Email Address(es): tnewman@marshallpublicschools.org *-School contact*

Event Information

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

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

1. Requested day(s), date(s), and time(s) of the Special Event: March 11
9 a.m. - 11 a.m.

2. Is there a requested alternative date(s)? ☐ Yes ☒ No

If yes, please provide the alternative date(s): _____

3. Please describe the event(s): FUN RUN to benefit the
Marching Band trip to Disney.

4. What is the requested location(s) of the event(s): MHS to downtown +
back.

5. Does this event require a street closure? ☒ Yes ☐ No Street Name: _____

Start and End Locations: MHS to (E) North Dr., South on
N. Marshall to Manson, N. on N. Madison.

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

General

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

Public Services

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

Public Safety

18. Does the applicant have any special security or safety concerns? Yes _____ No ✓
19. Are you requesting assistance from the Police/Fire Departments? *if available* Yes _____ No _____
20. Will the event include loud or unusual sounds?
- a. Musicians Yes _____ No ✓
 - b. Singers Yes _____ No ✓
 - c. Amplified Announcers Yes _____ No ✓
 - d. Carnival Rides Yes _____ No ✓
 - e. Motor Vehicle Noises Yes _____ No ✓
 - f. Other _____ Yes _____ No _____

21. What are the planned hours for loud or unusual sounds? _____
22. Will the event include unusual lighting beyond what is normal at that location? Yes _____ No N/A

Alcohol Consumption

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

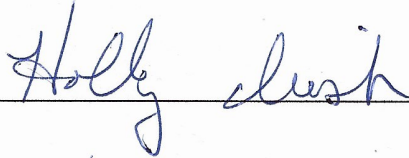
I will have MRS email.

Questionnaire Explanations

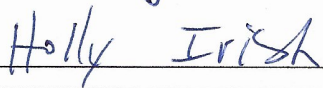
Applicant Signature

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

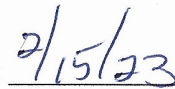
Applicant Signature: _____



Printed Name: _____



Date: _____



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





ITEM 13.A

TO: Honorable Mayor and City Council
FROM: James Schwartz, Mayor
Derek N. Perry, City Manager
DATE: February 21, 2023
SUBJECT: **CALHOUN COUNTY CONSOLIDATED DISPATCH AUTHORITY
BOARD APPOINTMENT**

The City of Marshall participates in the Calhoun County Consolidated Dispatch Authority (CCFDA) and, as a member, has a seat on its Board of Directors. This nine-member board is charged with governing the CCFDA in providing dispatching service to our community and the greater Calhoun County.

Directors are eligible for reappointment at the request of the governmental unit originally appointing the director and do not have term limits.

Mayor Schwartz is recommending the City Council Member Joe Caron represent the City on the CCFDA Board of Directors.

BUDGET IMPACT:

None.

RECOMMENDATION:

Approve the Mayoral appointment of Council Member Joe Caron to the Calhoun County Consolidated Dispatch Authority.



ITEM 13.B

TO: Honorable Mayor and City Council
FROM: James Schwartz, Mayor
Derek N. Perry, City Manager
DATE: February 21, 2023
SUBJECT: **AIRPORT BOARD LIAISON APPOINTMENT**

Chapter 98 of the Marshall City Code of Ordinances creates an Airport Board to oversee the operations and maintenance of the Brooks Field Airport, subject to the approval of the City Council. The Airport Board consists of five members appointed by the Mayor and approved by City Council. The current Airport Board membership is composed of David Mead, Steve Buller, Michael Walraven, Desmond Kirkland and Scott Southwell. In addition, the City Council has a liaison that is also appointed to participate in the meetings. As the position is currently vacant, a member of the City Council needs to be appointed to serve in this role.

Mayor Schwartz is recommending that Council Member Theresa Chaney-Huggett serve as the liaison.

BUDGET IMPACT:

None.

RECOMMENDATION:

Approve the Mayor's liaison appointment of Council Member Theresa Chaney-Huggett to the City of Marshall Airport Board.



ITEM 13.C

TO: Honorable Mayor and City Council
FROM: James Schwartz, Mayor
Derek N. Perry, City Manager
DATE: February 21, 2023
SUBJECT: **DDA/LDFA APPOINTMENT**

The City of Marshall Downtown Development Authority (DDA) and the Local Development Finance Authority (LDFA) is a combined board composed of eleven members. One of the DDA/LDFA Board of Directors positions is reserved for Calhoun County. Recently, the Calhoun County Board of Commissioners voted to appoint Commissioner Diane Thompson to the position as she represents the Marshall district.

It should be noted that the DDA/LDFA also has two seats reserved for the Marshall Public Schools (Board President Amanda Lanker, Superintendent Becky Jones) and a seat reserved for Kellogg Community College (Treasurer Matt Davis).

BUDGET IMPACT:
None.

RECOMMENDATION:
Appoint Diane Thompson to the DDA/LDFA Board of Directors.