

# MARSHALL CITY COUNCIL AGENDA

Monday – 7:00 P.M.

August 15, 2022



- 1) CALL TO ORDER
- 2) ROLL CALL
- 3) INVOCATION – Devon Shepherd, Woodland Church
- 4) PLEDGE OF ALLEGIANCE
- 5) APPROVAL OF AGENDA – Items can be added or deleted from the Agenda by Council action.
- 6) PUBLIC COMMENT ON AGENDA ITEMS – Persons addressing Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of five (5) minutes on any agenda item.
- 7) CONSENT AGENDA
  - A. City Council Minutes  
Regular Session..... Monday, August 1, 2022
  - B. City Bills  
Regular Purchases ..... \$ 108,232.80  
Weekly Purchases –7/29/22..... \$ 390,182.99  
Weekly Purchases –8/5/22 ..... \$ 44,209.27  
Total..... \$ 542,625.06
- 8) PRESENTATIONS AND RECOGNITIONS
- 9) INFORMATIONAL ITEMS
- 10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION
  - A. PA 425 Conditional Land Transfer Request for 15998 West Michigan Avenue  
City Council will hear public comment regarding the request for a PA 425 Conditional Land Transfer for the property located at 15998 West Michigan Avenue.
  - B. PA 425 Conditional Land Transfer Request for 902 South Kalamazoo Avenue  
City Council will hear public comment regarding the request for a PA 425 Conditional Land Transfer for the property located at 902 South Kalamazoo Avenue.
- 11) OLD BUSINESS
- 12) REPORTS AND RECOMMENDATIONS
  - A. CCFDA – MERS Interlocal Agreement  
City Council will consider the recommendation to approve the Amendment to Interlocal Agreement Dated 11/19/2010 Re: MERS Benefit Funding Obligations.

**Mayor:**

Joe Caron

**Council Members:**

Ward 1 - Scott Wolfersberger

Ward 2 - Jim Schwartz

Ward 3 - Jacob Gates

Ward 4 - Jen Rice

Ward 5 - Ryan Underhill

At-Large - Ryan Traver



**B. Viking Festival Special Event**

City Council will consider the recommendation to approve the Special Event application for the Viking Festival subject to completion of the license agreement.

**C. Rueben Race Special Event Request**

City Council will consider the recommendation to approve the Special Event Request for the Rueben Race.

**D. Home Tour Special Event Request**

City Council will consider the recommendation to approve the Special Event Request for Home Tour.

**E. Marshall House PSA Extension**

City Council will consider the recommendation to approve the Marshall House Purchase Agreement Extension.

**F. Ordinance to Authorize and Provide for the Issuance of Junior Lien Water Supply System Revenue Bonds**

City Council will consider the recommendation to Approve the Water Supply System Junior Lien Revenue Bond Ordinance to authorize and provide for the issuance of City of Marshall Junior Lien Water Supply System Revenue Bonds under the provision of Act 94 of 1933, as amended.

**G. Power Backup Generator Purchase**

City Council will consider the recommendation to approve the purchase of a 22kV generator, switch, and gas connection service for City Hall in the amount of \$15,814.36.

**H. Cronin Foundation Grant Submittal Discussion**

City Council will discuss and consider the submittal of a grant to the Cronin Foundation.

**I. Eaton Park Architecture Contract**

City Council will consider the recommendation to approve the Eaton Park design and engineering services with MCSA in the amount of \$99,445.

**13) APPOINTMENTS / ELECTIONS**

**A. Brooks Nature Area**

City Council will consider the recommendation to reappoint Ben Lark to the Brooks Nature Area Board with a term expiring August 15, 2025.

**14) PUBLIC COMMENT ON NON-AGENDA ITEMS**

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

**15) COUNCIL AND MANAGER COMMUNICATIONS**

**16) ADJOURNMENT**

### **CALL TO ORDER**

IN REGULAR SESSION, Monday, August 1, 2022 at 7:00 P.M., in the Council Chambers of City Hall, 323 West Michigan Avenue, Marshall, MI 49068. City Council was called to order by Mayor Caron.

### **ROLL CALL**

Roll was called:

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

Also Present: City Manager Perry and Clerk Nelson.

Absent: None.

### **INVOCATION/PLEDGE OF ALLEGIANCE**

Mayor Caron led the Pledge of Allegiance.

### **APPROVAL OF THE AGENDA**

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

### **PUBLIC COMMENT ON AGENDA ITEMS**

None.

### **CONSENT AGENDA**

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

- A. Schedule a public hearing for Monday, August 15, 2022 to hear public comment on the request for a PA 425 Conditional Land Transfer for property located at 15998 West Michigan Avenue;
- B. Schedule a public hearing for Monday, August 15, 2022 to hear public comment on the request for a PA 425 Conditional Land Transfer for property located at 902 S. Kalamazoo Avenue;
- C. Adopt the resolution authorizing the City Clerk and/or Mayor to sign MDOT contracts on behalf of the City;
- D. Minutes of the City Council Work Session and Regular Session held on Monday, July 18, 2022;
- E. Approve city bills in the amount of \$ 1,047,773.02.

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

### **PRESENTATIONS AND RECOGNITION**

None.

**INFORMATIONAL ITEMS**

None.

**PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION**

None.

**OLD BUSINESS**

None.

**REPORTS AND RECOMMENDATIONS**

**A. Authorization for Use of Perrin Dam Bond Proceeds:**

**Moved** Wolfersberger, supported Gates, to adopt the Resolution to Amend Resolution Authorizing the Sale of General Obligation Limited Tax Bonds, Series 2021A. On a roll call vote – ayes: Schwartz, Traver, Underhill, Wolfersberger, Mayor Caron, Gates, and Schwartz; nays: none. **MOTION CARRIED.**

**City of Marshall, Michigan  
County of Calhoun, State of Michigan**

**RESOLUTION #2022-22**

**RESOLUTION TO AMEND  
RESOLUTION AUTHORIZING ISSUANCE AND SALE OF  
GENERAL OBLIGATION LIMITED TAX BONDS, SERIES 2021A**

WHEREAS, the City of Marshall, County of Calhoun, State of Michigan (the “City”) issued its \$2,665,000 General Obligation Limited Tax Bonds, Series 2021A dated as of June 2, 2021 (the “Bonds”) pursuant to the Resolution Authorizing Issuance and Sale for the Bonds adopted by the City Council of the City on March 15, 2021 (the “Resolution”); and

WHEREAS, the Bonds were issued for the purpose of constructing improvements to the Perrin Dam including but not limited to clearing and grubbing the dam crest and upstream and downstream embankment slopes, placement of embankment fill on the upstream and downstream slopes, installation of a geomembrane liner on the upstream slope, placement of heavy riprap on the upstream slope, installation of a toe drain system with manholes at the downstream toe of slope, cast-in-place concrete abutment wall extensions, installation of geogrid and welded wire forms near the abutment walls, and concrete repair of spillway walls, together with related improvements (collectively, the “Capital Improvements”); and

WHEREAS, the Capital Improvements to the Perrin Dam have been completed on budget without the need to use the budgeted contingency, which remains in the Project Fund; and



WHEREAS, the Resolution provides in Section 5 that any balance remaining in the Project Fund after completion of the Capital Improvements may be used for any other capital improvements of the City if bond counsel advises the City that such use is permitted by state law and will not cause the interest on the bonds to be included in gross income for federal income tax purposes within the meaning of the Internal Revenue Code; and

WHEREAS, the City wishes to use the balance remaining in the Project Fund for other capital improvements for the City's electric utility system comprised of replacement of utility poles, replacement of transformers, repair of bearings on Marshall Hydroelectric Project Generating Unit #3, and rebuilding the air compressors used in the operation of the power plant's reciprocating engine generating units (collectively, the "Additional Capital Improvements").

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City hereby determines to use the balance remaining in the Project Fund for the Additional Capital Improvements based upon the advice of Miller, Canfield, Paddock and Stone, P.L.C., as bond counsel, that such use is permitted by state law and will not cause the interest on the Bonds to be included in gross income for federal income tax purposes within the meaning of the Internal Revenue Code. The City hereby amends the Resolution to provide that the costs of the Additional Capital Improvements may be paid from the moneys in the Project Fund.

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

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of City of Marshall, State of Michigan, at a Regular Meeting on August 1, 2022, at 7:00 p.m. Eastern Time, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, that the minutes of said meeting were kept and will be or have been made available as required by said Act 267.

I further certify that the following Members were present at said meeting: Mayor Caron, Gates, Rice, Schwartz, Traver, Underhill, and Wolfersberger and that the following Members were absent: None.

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

I further certify that the following Members voted for adoption of said resolution: Schwartz, Traver, Underhill, Wolfersberger, Mayor Caron, Gates, and Rice and that the following Members voted against adoption of said resolution: None.

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City Clerk

**B. Website and Related Software Purchase:**

**Moved** Underhill, supported Wolfersberger, to award the contract for development of a new website to CivicPlus, including the purchase of CivicClerk and CivicHR applications. On a roll call vote – ayes: Gates, Rice, Schwartz, Traver, Underhill, Wolfersberger, and Mayor Caron; nays: none. **MOTION CARRIED.**

**APPOINTMENTS/ELECTIONS**

**A. Marshall Farmers Market Advisory Board Appointment:**

**Moved** Gates, supported Rice, to approve the appointment of Cherie Riser to the Marshall Farmers Market Advisory Board with a term expiring October 20, 2025. On a voice vote – **MOTION CARRIED.**

**PUBLIC COMMENT ON NON-AGENDA ITEMS**

None.

**COUNCIL AND MANAGER COMMUNICATIONS**

**CLOSED SESSION**

**Moved** Traver, supported Gates, to enter in to Closed Session under section 8 (h) of the Open Meetings Act, to consider material exempt from disclosure by state statute, section 13 (1)(g) of the Freedom of Information Act, being confidential attorney-client privileged written communication from its attorney dated August 1, 2022 regarding Marshall House. On a roll call vote – ayes: Gates, Rice, Schwartz, Traver, Underhill, Wolfersberger, and Mayor Caron; nays: none. **MOTION CARRIED.**

Enter into Closed Session at 7:41 p.m.

Return to Open Session at 8:19 p.m.

**ADJOURNMENT**

The meeting was adjourned at 8:19 p.m.

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Joe Caron, Mayor

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Trisha Nelson, City Clerk

APPROVAL LIST FOR CITY OF MARSHALL  
EXP CHECK RUN DATES 08/18/2022 - 08/18/2022  
UNJOURNALIZED  
OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
22297-1	A GRAND OCCASION, LTD.	MARSHALL REC - 30' TURBO OBSTACLE COURSE		315.00
57525	ALEXANDER CHEMICAL	COR CUSTOMER NO. 100413 CHLORINE		1,470.84
1FF9=YNKK-KHCQ	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1EO2 - CREDIT MEMO		(14.00)
1PYM-9Q3N-JWCP	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1EO2 - CREDIT MEMO		(13.99)
17QG-GXRF-4GNN	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1EO2 - HDMI CABLE & USB A		32.97
19WQ-6GM3-DD4G	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1EO2 - MONITOR		349.99
14GN-F11J-JGTK	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1EO2 - CARGO PANTS		255.00
1DL4-FVMD-TF9H	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1EO2 - MONITORS		598.00
1YKG-YKD9-L731	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1EO2 - POLE SAW & WHISTLE		159.13
225-496031	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - OIL FILTER		8.37
225-496027	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - CREDIT MEMO		(54.00)
225-496024	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - LUBE		2.69
225-496015	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - 12V BATTERIES		338.00
225-496113	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - STEERING DAMPER		47.29
225-496106	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - GAS MAGNUM & STEER		261.05
225-496097	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - HOUSED BALL BEAR		225.07
225-496260	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - LED KIT & BOOT PRO		107.35
225-496129	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - VALVE BRAKE		318.83
225-496414	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - OIL		145.77
225-496564	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - OIL FILTER		11.94
225-496540	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - BACK-UP ALARM		38.22
225-496489	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - OIL		241.87
225-496608	AUTO VALUE MARSHALL	GARAGE/STREETS DEPT - OIL FILTER		8.37
P53564059	BATTERIES PLUS BULBS	CUST NO. 781 9813 - 6V BATTERIES		154.50
20730202918	BT PIPING SERVICES	MARSHALL HOUSE AFTER HOURS SERVICE CALL		607.96
20808153159	BT PIPING SERVICES	MARSHALL HOUSE UNIT 112 PAINTING		2,000.00
20808153443	BT PIPING SERVICES	MARSHALL HOUSE - ACCESS PANEL ADDED TO U		569.02
11102	BUD'S TOWING & AUTOMOT	CUST ID: 2373 DART BUS # 5 MAINTENANCE		377.04
11152	BUD'S TOWING & AUTOMOT	CUST ID: 2373 DART BUS # 5 MAINTENANCE		123.21
11166	BUD'S TOWING & AUTOMOT	CUST ID: 2373 DART BUS # 6 MAINTENANCE		116.38
65969	BUD'S TOWING & AUTOMOT	MARSHALL PD LOCKOUT SERVICE		60.00
48727	CITY OF COLDWATER	HAROLD JENKINS WAGES/BENEFITS JULY 2022		220.00
10034	COURTNEY & ASSOCIATES	ELECTRIC COST OF SERVICE & RATE DESIGN S2023.026		250.00
8432840	CRYSTAL FLASH MARSHALL	ACCT NO. 051300000 REC GAS		1,278.26
001133083	CRYSTAL FLASH MARSHALL	ORDER NO. 4356930.00 PROPANE CYLINDER		23.81
604600	DARLING ACE HARDWARE	CUST NO. 1650 - REC/PARKS (SUPER GLUE)		4.59
604870	DARLING ACE HARDWARE	CUST NO. 1650 - WASTE WATER (ELECTRIC TA		10.17
603987	DARLING ACE HARDWARE	CUST NO. 1650 - FIBERNET (PHONE CABLE, N		8.54
604270	DARLING ACE HARDWARE	CUST NO. 1650 - STREETS (HOE, HACKSAW)		38.98
604607	DARLING ACE HARDWARE	CUST NO. 1650 - MARSHALL HOUSE (FAUCET,		161.91
604635	DARLING ACE HARDWARE	CUST NO. 1650 - WASTE WATER (TAPE)		15.98
604442	DARLING ACE HARDWARE	CUST NO. 1650 - FIRE (HANGER STRGE)		6.59
604511	DARLING ACE HARDWARE	CUST NO. 1650 - FIRE (WASP/HORNET SPRAY)		6.00
3357717	EDWARDS INDUSTRIAL	SALICUSTOMER ID: 92775 DRIP PROOF PLUG KIT,		213.28
ESO-86947	ESO SOLUTIONS, INC.	MARSHALL FIRE DEPT ANNUAL REPORTING SYST		3,642.74
S104657543.002	ETNA SUPPLY	CUSTOMER NO. 5277 GATE VALVE W5143		1,950.00
10959	FREDRICKSON SUPPLY, LL	CITY OF MARSHALL - HOSE		460.84
10977	FREDRICKSON SUPPLY, LL	CITY OF MARSHALL - DIGGING WAND, CAMLOCK		610.19
119399660	GLOBAL INDUSTRIAL	CUSTOMER NO. 688867 MRLEC FLAMMABLE CABI		881.85
119438028	GLOBAL INDUSTRIAL	CUSTOMER NO. 688867 SAFETY WORK SHIRTS		1,357.83
9388178411	GRAINGER	ACCT NO. 804945673 AIR WEDGE & CAR BRUSH		45.32
0068046-IN	HYDROCORP	CUSTOMER NO. MUNMARS - INSPECTION & REPO		909.00
D334139-IN	ILLUSTRATUS, DIVISION	ACCT NO. 01-BT508 MARSHALL HOUSE SUBSCRI		39.67
C171588	IMPACT SOLUTIONS	CLIENT NO: MARSH - DOOR HANGERS		111.16
C171687	IMPACT SOLUTIONS	CLIENT NO: MARSH - RETURN ENVELOPES		24.00
C171865	IMPACT SOLUTIONS	CLIENT NO: MARSH - PROPERTY TAX BILLS S&		24.00
07312022	INTERSTATE BILLING SER	ACCT NO. 594507 CARLETON EQUIP CO. KALAM		1,650.84
INV032924	KNIGHT WATCH, INC	MARSHALL HOUSE SERVICE CALL FOR FIRE ALA		625.00
1720997-20220731	LEXISNEXIS RISK DATA	MBILLING ID: 1720997 JULY 2022		100.00
08022022	LOWES BUSINESS ACCOUNT	ACCT NO. 821 3023 902596 5 CITY OF MARSH		804.04
46287-H	MARSHALL CUSTOM EMBROI	8 CUSTOMER SUPPLIED SAFETY VESTS W/ LOGO		80.00
63275870	MARSHALL LANES	SUMMER PLAYGROUND FIELD TRIP		370.00
08012022-A	MARSHALL PUBLIC SCHOOL	SUMMER PLAYGROUND TRANSPORTATION TO MARS		128.43
08012022-B	MARSHALL PUBLIC SCHOOL	SUMMER PLAYGROUND TRANSPORTATION TO BOGA		138.18
52317697	MUMPOWER, TESHA	INDUSTRIAL PARK CIRCLE MAINTENANCE	2023.018	1,375.00
08022022	NAPA OF MARSHALL	ACCT NO. 1400 FIRE DEPT - MOTOR TUNE-UP		16.98
08052022	NAPA OF MARSHALL	ACCT NO. 1400 ELECTRIC DEPT - LIGHT SOCK		47.27
22-1404	NATESCAPES	19 YARDS OF PLAYGROUND MULCH		456.00
NNS36787	NEONOVA NETWORK SERVIC	ISP TECH SUPPORT JULY 2022		1,000.00
814503	NYE UNIFORM COMPANY	MARSHALL PD - BADGES		555.12
113832	O'LEARY WATER CONDITIO	METERING OFFICE - JULY & AUGUST + WATER		93.00
56677769	POWER LINE SUPPLY	CUSTOMER ID: 100402 ELECTRIC DEPARTMENT	2023.034	4,238.30
56677767	POWER LINE SUPPLY	CUSTOMER ID: 100402 ELECTRIC DEPARTMENT	2023.034	7,471.98
56679707	POWER LINE SUPPLY	CUSTOMER ID: 100402 TEST & CLEAN RUBBER		605.00
07202022	QUALITY EXCAVATORS, IN	PROSPECT STREET WATERMAIN AND STREET IMP	2022.275	47,124.05
22-0260	QUALITY EXCAVATORS, IN	PATCH PAVEMENT AT MANSION ST. AND EAGLE		725.00
22-0251	QUALITY EXCAVATORS, IN	REPLACEMENT OF BROKEN LIGHT POLE BASE -		500.00
89424118	SAFETY-KLEEN SYSTEMS,	ACCT NO. C128930 16G WASHER SOLVENT		199.05
08012022	SPARTAN STORES	CUSTOMER NO. 021063 JULY 2022		237.69

APPROVAL LIST FOR CITY OF MARSHALL  
 EXP CHECK RUN DATES 08/18/2022 - 08/18/2022  
 UNJOURNALIZED  
 OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
07282022	STATE OF MICHIGAN	2022 MI SUSTAINABILITY CONFERENCE - ZUZG		90.00
5816964-00	SUNSOURCE	WWTP REPAIR PARTS FOR MOYNO PUMP	2023.022	11,455.51
9282-1	THE SHERWIN-WILLIAMS	CIACCT NO. 2475-6137-6 MARSHALL HOUSE INST		2,720.37
10147	TIRE CITY TIRE PROS	F-350 DIAGNOSTIC & AC COMPRESSOR REPLACE		1,152.16
1620037126	UNIFIRST CORPORATION	UNIFORM SERVICES - MARSHALL HOUSE		45.50
1620037121	UNIFIRST CORPORATION	UNIFORM SERVICES - WASTE WATER		30.26
1620037124	UNIFIRST CORPORATION	UNIFORM SERVICES - POWER HOUSE		59.11
1620037125	UNIFIRST CORPORATION	UNIFORM SERVICES - ELECTRIC		23.36
1620037123	UNIFIRST CORPORATION	UNIFORM SERVICES - DPW GARAGE		59.66
1620037127	UNIFIRST CORPORATION	UNIFORM SERVICES - WATER		42.42
1620037718	UNIFIRST CORPORATION	UNIFORM SERVICES - MARSHALL HOUSE		45.50
1620037715	UNIFIRST CORPORATION	UNIFORM SERVICES - DPW GARAGE		59.66
1620037713	UNIFIRST CORPORATION	UNIFORM SERVICES - WASTE WATER		30.26
1620037719	UNIFIRST CORPORATION	UNIFORM SERVICES - WATER		38.82
1620037716	UNIFIRST CORPORATION	UNIFORM SERVICES - POWER HOUSE		59.11
1620037717	UNIFIRST CORPORATION	UNIFORM SERVICES - ELECTRIC		123.90
530367917	UTILITIES INSTRUMENTAT	MEDIUM VOLTAGE BREAKER REPAIR 6/8/22		2,499.69
GRAND TOTAL:				108,232.80

APPROVAL LIST FOR CITY OF MARSHALL  
 EXP CHECK RUN DATES 07/29/2022 - 07/29/2022  
 UNJOURNALIZED  
 OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
2002042	APPLIED IMAGING	ACCT NO. LAG783 MRLEC PRINTER		51.50
2007656	APPLIED IMAGING	ACCT NO. LAG783 MARSHALL HOUSE PRINTER		345.35
07172022	AT&T	ACCT NO. 145970911 MRLEC INTERNET JULY 2		107.35
07012022	BURNHAM & FLOWER INSUR.	TOKIO MARINE PKG, CFC CYBER & PRIVACY PO		316,224.00
07/29/2022	CARLSON, ANGELA	UB refund for account: 2900020023		89.28
07262022	CARRIS, STEVE	REPAIRS & PAINTING AT CITY HALL		500.00
07252022	CASWELL, SANDRA J	MARSHALL HOUSE RESIDENT REFUND		9.00
168906	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES		479.72
168907	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES		196.65
168987	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES		196.65
602332	DARLING ACE HARDWARE	CUST NO. 1650 - FIRE DEPT (TARP STRAP, T		17.86
603134	DARLING ACE HARDWARE	CUST NO. 1650 - FIRE DEPT (LOCK KEYSAFE)		44.99
I118936	ERIC DALE HEATING & AI	CITY HALL SERVICE CALL 7/6/2022		262.01
06272022	ERIK SEBASTIAN	2022 BLUES FEST SOUND FOR BEER TENT		1,000.00
9327626004	GRAYBAR ELECTRIC	ACCT NO. 0000571644 FIBERNET MATERIALS P2022.293		885.77
9327613113	GRAYBAR ELECTRIC	ACCT NO. 0000571644 FIBERNET MATERIALS P2022.293		1,381.29
47058	HUNTINGTON NATIONAL BAI	ACCT NO. 3584170807 BOND ADMIN FEE		500.00
47387	HUNTINGTON NATIONAL BAI	ACCT NO. 3584276604 BOND ADMIN FEE		500.00
47385	HUNTINGTON NATIONAL BAI	ACCT NO. 3584276409 BOND ADMIN FEE		500.00
47381	HUNTINGTON NATIONAL BAI	ACCT NO. 3584276301 BOND ADMIN FEE		500.00
47386	HUNTINGTON NATIONAL BAI	ACCT NO. 3584276604 BOND ADMIN FEE		500.00
47382	HUNTINGTON NATIONAL BAI	ACCT NO. 3584276301 BOND ADMIN FEE		500.00
47384	HUNTINGTON NATIONAL BAI	ACCT NO. 3584276409 BOND ADMIN FEE		500.00
143966	HYDAKER-WHEATLAKE	CUSTOMER ID: 2343 I-94 POLE REPLACEMENT 2022.290		17,687.00
C171402	IMPACT SOLUTIONS	CLIENT NO: MARSH - UTILITY BILL PAPER		2,162.61
C171454	IMPACT SOLUTIONS	CLIENT NO: MARSH - #10 WHITE WOVEN WINDO 2023.020		4,263.32
07252022	JACKSON, JACOB	REIMBURSEMENT FROM BOOT ALLOWANCE		160.05
07/29/2022	KOSKY, CLAIRE	UB refund for account: 3203120039		89.84
07192022	LAHAM, RICH	REIMBURSEMENT FROM BOOT ALLOWANCE		453.08
07292022	MARANA GROUP	ACCT NO. M323 PREPAY FOR WEEKLY MAIL SOR		500.00
07102022MD	MARSHALL COMMUNITY CU	CITY CREDIT CARD - MARGUERITE DAVENPORT		42.19
07102022CM	MARSHALL COMMUNITY CU	CITY CREDIT CARD - CITY OF MARSHALL 3431		1,479.05
07102022ME	MARSHALL COMMUNITY CU	CITY CREDIT CARD - MARTIN ERSKINE 9519		676.88
07102022TAS	MARSHALL COMMUNITY CU	CITY CREDIT CARD - THERESA A SEARS 2922		156.65
07102022CAR	MARSHALL COMMUNITY CU	CITY CREDIT CARD - CHRISTY A RAMEY 4860		1,539.29
07102022DP	MARSHALL COMMUNITY CU	CITY CREDIT CARD - DEREK PERRY 0186		225.00
07102022WD	MARSHALL COMMUNITY CU	CITY CREDIT CARD - WILLIAM DOPP III 9493		372.73
07102022KM	MARSHALL COMMUNITY CU	CITY CREDIT CARD - KEVIN MAYNARD 9501		66.01
07102022JRM	MARSHALL COMMUNITY CU	CITY CREDIT CARD - JUSTIN R MILLER 9156		460.51
07102022JL	MARSHALL COMMUNITY CU	CITY CREDIT CARD - JOSHUA LANKERD 3280		2,306.03
07102022EZ	MARSHALL COMMUNITY CU	CITY CREDIT CARD - ERIC ZUZGA 2217		918.66
001510	MARSHALL HARDWARE	STREETS (BOLTS, NUMBERS, SCREWS, WASHERS		14.75
001528	MARSHALL HARDWARE	MOTOR POOL (NOZZLE)		11.99
001530	MARSHALL HARDWARE	FIRE (GLOVES)		51.98
113265	O'LEARY WATER CONDITIO	POWER HOUSE - JUNE & JULY COOLER & WATER		82.00
07022022	OLIVER, JIM	ENTERTAINMENT AT FARMER'S MARKET 7/2/202		35.00
07272022	PERRY, DEREK	REIMBURSEMENT FOR ROOM AT MME CONFERENCE		595.35
15878	POWER PLANT COMPLIANCE	NEW CATALYSTS FOR ENGINE 6; WITH MAINTEN 2022.269		23,380.00
15879	POWER PLANT COMPLIANCE	ENGINE RECORDING CONSULTATION PER QUOTE 2023.007		3,500.00
07092022	RAUTH, PAUL	ENTERTAINMENT AT FARMER'S MARKET 7/9/202		35.00
07262022	STARLING SHAKESPEARE C	SHAKESPEARE IN THE PARK EVENT (\$500 MAED		1,000.00
9502	TIRE CITY TIRE PROS	2020 FORD INTERCEPTOR TIRES & ALIGNMENT		956.60
530367783	UTILITIES INSTRUMENTAT	TROUBLESHOOT MEDIUM VOLTAGE RECLOSER OPE		1,620.00
07/29/2022	VICKIE ROOT	UB refund for account: 2501		50.00
GRAND TOTAL:				390,182.99

APPROVAL LIST FOR CITY OF MARSHALL  
 EXP CHECK RUN DATES 08/05/2022 - 08/05/2022  
 UNJOURNALIZED  
 OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
08032022	AMBLER, AARON	REIMBURSEMENT FOR ELECTION WORKER REFRES		49.80
547	BAILEY, JENNIFER	REFUND FOR 2022 GRAND HOTEL MACKINAC TRI		300.00
07272022	BURGHODORF, CODY	ARTICLE 32 SECTION 9: MEALS 7/27/22		10.00
06302022	CALHOUN COUNTY TREASUR	DELINQUENT PERSONAL PROPERTY TAX COLLECT		524.92
06302022A	CALHOUN COUNTY TREASUR	DELINQUENT PERSONAL PROPERTY TAX COLLECT		779.00
06302022	CALHOUN INTERMEDIATE S	DELINQUENT PERSONAL PROPERTY TAX COLLECT		1,138.12
08022022	CB HALL ELECTRIC COMP	CITY OF MARSHALL INSPECTION SERVICES JUL		650.00
760459	CHR SOLUTIONS	CITY OF MARSHALL - MANAGED IT SERVICES	2022.232	6,242.00
08/04/2022	CROSS, LOGAN	UB refund for account: 3100580032		96.32
08/04/2022	DANDY INVESTMENTS LLC	UB refund for account: 245000		34.15
38014	DIAMOND MANUFACTURING,	CUSTOMER ID: 1MIMCM DART BUS MAINTENANCE		258.00
07302022	DIXON, DAVE	FARMER'S MARKET ENTERTAINMENT 7/30/2022		35.00
07012022	FIVE STAR UNDERGROUND	SERVICE CALL AT 224 DIVISION STREET		133.00
07142022	FIVE STAR UNDERGROUND	SERVICE CALL AT 221 DIVISION STREET		178.00
08032022	GROENEVELD, ANDREW	REIMBURSEMENT FROM BOOT ALLOWANCE		68.89
08012022	GROSS, JOHN	CITY OF MARSHALL INSPECTION SERVICES JUL		1,000.00
21406	GUTTERS R US LLC	REPAIR SOD DAMAGE AT MRLEC		400.00
21433	GUTTERS R US LLC	REMOVE & REPLACE DOWNSPOUT AT CITY HALL		293.00
21518	GUTTERS R US LLC	LAWN ROLLING AT MRLEC		442.00
21779	GUTTERS R US LLC	SEASONAL LAWN PEST APPLICATION AT MARSHA		200.00
21906	GUTTERS R US LLC	REMOVE & REPLACE DOWNSPOUT AT AIRPORT		65.00
546	HIRSCHEY, MARK	REFUND FOR 2022 GRAND HOTEL MACKINAC TRI		1,610.00
07272022	HUEPENBECKER, JOHN	ARTICLE 32 SECTION 9: MEALS 7/27/22		10.00
3982245	IIX INSURANCE INFORMAT	ACCT NO. 888907 MOTOR VEHICLE REPORTS		36.20
08/04/2022	JACKSON BAYER	UB refund for account: 2830		50.00
07272022	JOHNSON, DAVE	ARTICLE 32 SECTION 9: MEALS 7/27/22		10.00
06302022	KELLOGG COMMUNITY COLL	DELINQUENT PERSONAL PROPERTY TAX COLLECT		665.75
IN195067	KIESLER POLICE SUPPLY	CUSTOMER NO. L12818 MARSHALL POLICE AMMO		664.00
07272022	KNOX COMPANY	KNOX BOX FOR BROOKS FIELD AIRPORT		301.00
154688304	KONECRANES, INC.	CUSTOMER NO. 1554311 CRANE AND HOIST INS	2022.270	1,500.00
202225.00 - 222069	LAWSON-FISHER ASSOCIAT	2022 WATER QUALITY MONITORING	2022.285	3,500.00
06302022	MARSHALL AREA FIRE FIG	DELINQUENT PERSONAL PROPERTY TAX COLLECT		196.65
06302022	MARSHALL DISTRICT LIBR	DELINQUENT PERSONAL PROPERTY TAX COLLECT		145.53
001442	MARSHALL HARDWARE	WATER (VINEGAR, TAPE)		23.18
001513	MARSHALL HARDWARE	ELECTRIC (FUSE)		25.78
001778	MARSHALL HARDWARE	ENGINEERING (TOOL BOX)		18.99
06302022	MARSHALL PUBLIC SCHOOL	DELINQUENT PERSONAL PROPERTY TAX COLLECT		1,807.26
200009538	MICHIGAN ASSOC. OF CHI	MARSHALL PD MACP AMT		25.00
07282022	PETERSON, TAMI	MARSHALL HOUSE RESIDENT REFUND		14.00
Q+133272	POWER DMS	DIGITAL MANAGEMENT SOFTWARE- POLICY & CO	2023.037	3,916.90
08/04/2022	REITSMA, PATRICIA	UB refund for account: 2705040004		42.27
548, 549	SMITH, JUDY	REFUND FOR 2022 GRAND HOTEL MACKINAC TRI		360.00
1221	THE MUNIGROUP, LLC	LDFA - DOC COMPOSITION, DIGITAL FILE, EL		3,950.00
BC-PSINV008985	THERMALNETICS, LLC	CUSTOMER ID: BC-C01457 2022 Q1 MRLEC HVA		2,978.75
BC-PSINV011885	THERMALNETICS, LLC	CUSTOMER ID: BC-C01457 2022 Q3 MRLEC HVA		2,978.75
124	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$106/2023.002		3,604.00
08032022	VOKOUN, DORA	MARSHALL HOUSE RESIDENT REFUND		1,006.00
07242022	WOW! BUSINESS	ACCT NO. 013934621 SERVICE AT DPW JULY 2		57.21
07292022	WOW! BUSINESS	ACCT NO. 014226414 FIRE DEPT AUGUST 2022		126.36
3376234	XEROX FINANCIAL SERVIC	CUSTOMER NO. 69580 XEROX LEASE JULY 2022		1,688.49
GRAND TOTAL:				44,209.27



**ITEM 10. A.**

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**TO:** Honorable Mayor and City Council

**FROM:** Derek N. Perry, City Manager

**DATE:** August 15, 2022

**SUBJECT:** **P.A. 425 CONDITIONAL LAND TRANSFER REQUEST  
15998 WEST MICHIGAN AVE.- PUBLIC HEARING**

---

The City has received a request from the owner of the property at 15998 West Michigan Avenue (Parcel ID 13-16-273-024-01) 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.

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 and contract are attached.

**BUDGET IMPACT:** Based on the property's current taxable value, and current City of Marshall millage rates, the City would collect approximately \$2050 in additional General Fund operating revenue. The Township would receive \$625 as required of the Master PA 425 Conditional Land Transfer from those collections.

**RECOMMENDATION:** Following the Public Hearing, approve the Public Act 425 Conditional Land Transfer on the property located at 15998 West Michigan Avenue, Marshall, Michigan (Parcel ID 13-16-273-024-01) by adopting the Resolution Authorizing Execution of Contract for Conditional Transfer of Property.



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

**RESOLUTION AUTHORIZING EXECUTION OF CONTRACT  
FOR CONDITIONAL TRANSFER OF PROPERTY**

**WHEREAS**, TMT HAIDOUS BROTHERS LLC, owner of property commonly known as 15998 West Michigan Avenue, have petitioned the City of Marshall and Marshall Township for a Conditional Transfer of their property from Marshall Township into the City of Marshall; and

**WHEREAS**, on February 25, 2006 the City of Marshall entered into a Master 425 Agreement with the Township of Marshall; and

**WHEREAS**, on September 15, 2014 the City of Marshall extended this Master 425 Agreement with the Township of Marshall until 2026; and

**WHEREAS**, on June 24, 2019 the City of Marshall extended this Master 425 Agreement with the Township of Marshall until December 31, 2029: and

**WHEREAS**, the Master 425 Agreement facilitates the provision of City services, including municipal sewer, water, police and fire protection to properties currently within Marshall Township according to terms acceptable to both the Township of Marshall and the City of Marshall,

**NOW THEREFORE, BE IT RESOLVED**, that the City Manager and the City Clerk are authorized to execute a Contract for Conditional Transfer of Property commonly known at 15998 West Michigan Avenue from the Township of Marshall to the City of Marshall.

**IT IS FURTHER RESOLVED**, that the Contract for Conditional Transfer shall be in the form of the attached document, subject to changes in form approved by the City Attorney.

As City Clerk I place my seal and sign my name that this is a true and accurate copy of the action taken by the Marshall City Council on \_\_\_\_\_.

\_\_\_\_\_  
Trisha Nelson, City Clerk  
CITY OF MARSHALL

Dated: \_\_\_\_\_



SCHEDULE 1

Land located in the Township of Marshall, Calhoun County, Michigan described as follows:

Commencing at the Northeast corner of Section 27, Town 2 South, Range 6 West; thence South 00 degrees 40 minutes 54 seconds East 1492.26 feet, along the East line of Section 27, to the survey line of West Michigan Avenue (formerly Highway US-12); thence South 74 degrees 49 minutes 36 seconds West 393 feet along this survey line; thence South 15 degrees 10 minutes 24 seconds East 171 feet to a point in the Easterly right of way of Highway I-69, also being the South line of Michigan Avenue; thence North 74 degrees 49 minutes 36 seconds East, along this Easterly right of way, 34.00 feet to the true place of beginning of this description; thence continuing North 74 degrees 49 minutes 36 seconds East, along the South line of Michigan Avenue, 230.85 feet to the Westerly right of way of West Drive; thence South 00 degrees 49 minutes 36 seconds East, along this westerly right of way, 213.32 feet; thence North 89 degrees 10 minutes 24 seconds East, along the Westerly right of way, 15.78 feet; thence South 00 degrees 40 minutes 54 seconds East, along the Westerly right of way, 185.45 feet; thence south 80 degrees 26 minutes 30 seconds West 238.02 feet; thence North 15 degrees 10 minutes 24 seconds West 185.58 feet; thence North 74 degrees 49 minutes 36 seconds East 90.00 feet; thence North 15 degrees 10 minutes 24 seconds West 208.26 feet to the place of beginning.

Parcel Id No: 13-16-273-024-01

Property Address: 15998 West Michigan

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

This Agreement made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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 June 24, 2019 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, TMT HAIDOUS BROTHERS LLC), the owner of the property at 15998 W. Michigan Avenue, 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 December 30, 2022.
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 2023 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 2022.

The City and Township further agree that commencing in the year 2023 and continuing through the fiftieth (50<sup>th</sup>) 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 pass to the City and the Township shall have no further rights or interests in the Property.
  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 or 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: \_\_\_\_\_  
Trisha Nelson, Clerk

STATE OF MICHIGAN        )  
  )ss  
COUNTY OF CALHOUN     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022 by Derek N. Perry, City Manager and Trisha Nelson, 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: \_\_\_\_\_  
Susan George, Clerk

STATE OF MICHIGAN        )  
  )ss  
COUNTY OF CALHOUN     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022 by David Bosserd, Supervisory and Susan George, Clerk of Marshall Township, on behalf of said Township.

\_\_\_\_\_  
Notary Public, Calhoun County, MI  
My commission expires \_\_\_\_\_



**ITEM 10 B**

---

**TO:** Honorable Mayor and City Council

**FROM:** Derek N. Perry, City Manager

**DATE:** August 15, 2022

**SUBJECT:** **P.A. 425 CONDITIONAL LAND TRANSFER REQUEST  
902 S KALAMAZOO AVENUE.- PUBLIC HEARING**

---

The City has received a request from the owner of the property at 902 S. Kalamazoo Avenue (Parcel ID 13-16-260-003-00) 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.

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 and contract are attached.

**BUDGET IMPACT:** Based on the property's current taxable value, and current City of Marshall millage rates, the City would collect approximately \$335 in additional General Fund operating revenue. The Township would receive \$45 as required of the Master PA 425 Conditional Land Transfer from those collections.

**RECOMMENDATION:** Following the Public Hearing, approve the Public Act 425 Conditional Land Transfer for property located at 902 S. Kalamazoo Avenue, Marshall, Michigan (Parcel ID 13-16-260-003-00) by adopting the Resolution Authorizing Execution of Contract for Conditional Transfer of Property.

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

**RESOLUTION AUTHORIZING EXECUTION OF CONTRACT  
FOR CONDITIONAL TRANSFER OF PROPERTY**

**WHEREAS**, Joel Kelly, Michael Kelly, Steven Kelly, and Benjamin Kelly, owners of property commonly known as 902 South Kalamazoo Avenue, have petitioned the City of Marshall and Marshall Township for a Conditional Transfer of their property from Marshall Township into the City of Marshall; and

**WHEREAS**, on February 25, 2006 the City of Marshall entered into a Master 425 Agreement with the Township of Marshall; and

**WHEREAS**, on September 15, 2014 the City of Marshall extended this Master 425 Agreement with the Township of Marshall until 2026; and

**WHEREAS**, on June 24, 2019 the City of Marshall extended this Master 425 Agreement with the Township of Marshall until December 31, 2029: and

**WHEREAS**, the Master 425 Agreement facilitates the provision of City services, including municipal sewer, water, police and fire protection to properties currently within Marshall Township according to terms acceptable to both the Township of Marshall and the City of Marshall,

**NOW THEREFORE, BE IT RESOLVED**, that the City Manager and the City Clerk are authorized to execute a Contract for Conditional Transfer of Property commonly known at 902 South Kalamazoo Avenue from the Township of Marshall to the City of Marshall.

**IT IS FURTHER RESOLVED**, that the Contract for Conditional Transfer shall be in the form of the attached document, subject to changes in form approved by the City Attorney.

As City Clerk I place my seal and sign my name that this is a true and accurate copy of the action taken by the Marshall City Council on \_\_\_\_\_.

\_\_\_\_\_  
Trisha Nelson, City Clerk  
CITY OF MARSHALL

Dated: \_\_\_\_\_

SCHEDULE 1

Land located in the Township of Marshall, Calhoun County, Michigan described as follows:

Marshall Township Section 26; East 275.22 Feet of West 1/2 of Southeast 1/4 South of Kalamazoo River. East 1/2 of Southeast 1/4 South of River, Except East 198 Feet; Except, beginning 424 Feet North & 198 Feet West of Southeast Section corner; West 350 Feet; South to North Line Hughes Street; East 350 Feet; North to beginning. Also: Commencing at the Northeast corner of Section 35; Thence North 89 Degrees 35' 40" W 1026.68 Feet to point of beginning; Thence 163.48 Feet along arc of curve to left, Delta Angle 6 Degrees 49' 39" , Radius of 1371.86 Feet and Chord of 163.38 Feet bearing S 79 Degrees 08' 26" W; Thence 431.06 Feet along arc of curve to left, with a delta angle of 0 Degrees 19' 26", Radius of 76283.26 Feet , Chord of 431.06 Feet bearing S 76 Degrees 13' 01" W; Thence N 0 Degrees 24' 20" E 137.58 Feet to North line of Section; Thence S 89 Degrees 35' 40" E 578.14 Feet to point of beginning.

Parcel ID No: 13-16-260-003-00

Property Address: 902 S. Kalamazoo Avenue

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

This Agreement made on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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 June 24, 2019 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, Joel Kelly, Michael Kelly, Steven Kelly, and Benjamin Kelly , the owners of the property at 902 South Kalamazoo Avenue, 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 December 30, 2022.
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 2023 \_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 2022.

The City and Township further agree that commencing in the year 2023 and continuing through the fiftieth (50<sup>th</sup>) 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 pass to the City and the Township shall have no further rights or interests in the Property.
  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 or 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: \_\_\_\_\_  
Trisha Nelson, Clerk

STATE OF MICHIGAN        )  
  )ss  
COUNTY OF CALHOUN     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022 by Derek N. Perry, City Manager and Trisha Nelson, 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: \_\_\_\_\_  
Susan George, Clerk

STATE OF MICHIGAN        )  
  )ss  
COUNTY OF CALHOUN     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022 by David Bosserd, Supervisory and Susan George, Clerk of Marshall Township, on behalf of said Township.

\_\_\_\_\_  
Notary Public, Calhoun County, MI  
My commission expires \_\_\_\_\_



**ITEM 12 A**

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**TO:** Honorable Mayor and City Council

**FROM:** Derek N. Perry, City Manager  
William Dopp III, Finance Director/Treasurer

**DATE:** August 15, 2022

**SUBJECT:** **CALHOUN COUNTY CONSOLIDATED DISPATCH AUTHORITY  
INTERLOCAL AGREEMENT FOR MERS FUNDING**

---

When the Calhoun County Consolidated Dispatch Authority (CCCDA) was first created in 2010, an interlocal agreement was established between the participating communities to govern the benefit plans of the employees. The agreement included pension benefits and set a required funding ratio of 95% for the Municipal Employees Retirement System (MERS) plan.

The CCCDA is now recommending that based on current economic conditions and changing actuarial assumptions by MERS, that the funding ratio be reduced from 95% to 80% and that a new surplus division be created to provide a minimum of \$10,000 annually towards fully funding the plan.

Funding allocations for the MERS benefit is based on calls of service for each municipality and would set our portion of the liability at 10.14%. This was recently recalculated by the CCCDA and is reflective of our actual call volume.

**BUDGET IMPACT:** Currently we fund the CCCDA with a General Fund contribution (\$190,000 FY2022/23), and do not anticipate an adjustment to the budget will be required as a result of the requested changes to the interlocal agreement.

**RECOMMENDATION:** Approve the Amendment to Interlocal Agreement Dated 11/9/2010, RE: MERS Benefit Funding Obligations Resolution and authorize the City Manager to sign on behalf of the City of Marshall.

AMENDMENT TO INTERLOCAL AGREEMENT DATED 11/9/2010  
RE: MERS BENEFIT FUNDING OBLIGATIONS

THIS AGREEMENT is entered into under the Urban Cooperation Act (“the UCA”), MCL 124.501 et. seq., this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Albion, the City of Battle Creek, the City of Marshall, the City of Springfield, Calhoun County, and the Calhoun County Consolidated Dispatch Authority (“CCCDA”)

WHEREAS the Cities of Albion, Battle Creek, Marshall, and Springfield, together with Calhoun County are local governmental units as defined in the UCA;

WHEREAS the CCCDA is a public agency as defined in the UCA;

WHEREAS the CCCDA was created by Calhoun County through an Interlocal Agreement with the City of Battle Creek, the City of Marshall, the City of Albion, and the Area Metropolitan Services Agency (“AMSA”) (collectively “the incorporating municipalities”) with an effective date of January 1, 2009, for the purposes of consolidating county-wide dispatch duties into a single authority;

WHEREAS the City of Springfield is a member of AMSA, contributes through AMSA to the financial support of the CCCDA as set forth in the Interlocal Agreement forming the CCCDA, benefits from the dispatch services provided by the CCCDA and wishes to participate in this Agreement;

WHEREAS the CCCDA has been providing dispatch services to the geographic area of Calhoun County pursuant to a duly adopted 9-1-1 Service Plan since March of 2010;

WHEREAS, the parties entered into a interlocal agreement regarding MERS benefit funding on obligations on November 9, 2010;

WHEREAS, due to changes in the MERS benefit plans and the current actuarial study, it has become unsustainable to maintain a 95% funding ratio for the CCCDA MERS pension portfolio;

WHEREAS, a reduction in the funding percentage required would still leave CCCDA in a solid financial position, while not requiring a reduction of services nor an exorbitant increase to local municipalities;

WHEREAS, the calls for service formula data has changed since municipal liabilities were calculated;

NOW THEREFORE, in consideration of the mutual promises and benefits contained in this agreement, the parties agree amending the agreement, as follows:

1. The Cities of Albion, Battle Creek, Marshall, and Springfield, together with Calhoun County commit to a contribution, as set forth below, contingent on the future determination by MERS Actuary of any unfunded actuarial accrued liability that may exist following dissolution of the CCCDA pursuant to Section 44 of the MERS Plan Document as further implemented in the Retirement Board's Restated Policy for Closed Municipalities, so as to safeguard payment of accrued benefits under the CCCDA's MERS defined benefit retirement plan (to be formed):

City of Albion: 7.63%  
City of Battle Creek: 62.28%  
City of Marshall: 10.14%  
City of Springfield: 6.22%  
Calhoun County: 13.73%  
Total contribution: 100.00%

2. During all times when CCCDA is operating (and not dissolved as provided in section 1), CCCDA agrees to adopt and to keep in place policies which will require that its MERS defined benefit retirement plan, when it is in place, will be at least a eighty (80%) actuarially funded on an ongoing basis, as determined by MERS Actuary in the CCCDA's Annual Actuarial Valuation. CCCDA agrees that it will, upon written request, provide each of the parties to this agreement with a written report regarding said funding level.

NOW THEREFORE LET IT BE FURTHER RESOLVED that this writing contains the entire agreement of the parties which is being modified. All other provisions of the November 9, 2010 agreement remain in full force and effect.

By the signatures set forth below, the parties agree to the terms of this Agreement and the signatories represent that they each have been duly authorized to execute this Agreement on behalf of the party for which they have signed.

**Calhoun County Consolidated Dispatch Authority**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Jim Blocker  
Its: Chairman

**Calhoun County**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
\_\_\_\_\_  
Its: Board Chair

**City of Albion**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Its: \_\_\_\_\_  
City Manager

**City of Battle Creek**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Its: \_\_\_\_\_  
City Manager

**City of Marshall**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Its: \_\_\_\_\_  
City Manager

**City of Springfield**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Its: \_\_\_\_\_  
City Manager



**ITEM 12 B**

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**TO:** Honorable Mayor and City Council

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

**DATE:** August 15<sup>th</sup> 2022

**SUBJECT:** **SPECIAL EVENT APPLICATION REQUEST  
VIKING FESTIVAL (STEPS OF VALHALLA)**

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The Viking Warrior Festival was held at Stuart’s Landing in June. The organizers were so pleased with the event that they are making another request for the Steps of Valhalla event October 6th through October 9<sup>th</sup> 2022. The proposed Viking Warrior Festival is a public event that focuses on Viking people and culture.

They are requesting council approval for limited camping, campfires, and alcohol sales and consumption which are permissible subject to City Council approval (Chapter 91: Parks and Recreation Ordinance, Chapter 95: Fire Protection).

They will be responsible for obtaining the State of Michigan liquor license, completion of our liability waiver and meeting our liability insurance requirements as a prerequisite of the event approval.

**BUDGET IMPACT:** If City services are required, they would be responsible for the costs per the Special Events Policy. There is also a park rental fee that has been added which was previously waived.

**RECOMMENDATION:** Approve the Viking Festival Special Event Application Request subject to completion of the attached license agreement between the City of Marshall and Path of the Old Ways- Steps of Valhalla.



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: Viking Warrior festival - Steps of Valhalla

Is the sponsoring organization: [X] Non-Profit, please provide status letter\* [ ] For Profit

Mailing/Billing Address: P.O. Box 243

City/State/ZIP Code: Galesburg MI 49053

Business Phone: 269-200-5269 Cell Phone: 269-344-7922

Email Address(es): Viking Warrior Fest@gmail.com

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: See Attached

2. Is there a requested alternative date(s)? [ ] Yes [ ] No

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

3. Please describe the event(s):

4. What is the requested location(s) of the event(s):

5. Does this event require a street closure? [ ] Yes [ ] No Street Name:

Start and End Locations:



**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 X No \_\_\_\_\_  
Normal Annual Date? multiple See Attached
- 7. Have you included a map indicating the location of your event? Yes X No \_\_\_\_\_
- 8. Is your event located within the Downtown Development Authority? Yes \_\_\_\_\_ No X
- 9. Does the applicant wish to prohibit vending within the event area? Yes \_\_\_\_\_ No X
- 10. Does the applicant plan to include vending as part of this event? Yes X No \_\_\_\_\_
- 11. Will this event include the use of signs? Yes X No \_\_\_\_\_
- 12. Is the applicant requesting special parking arrangements, such as reserved parking? Yes X No \_\_\_\_\_

**Public Services**

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

**Public Safety**

- 16. Does the applicant have any special security or safety concerns? Yes \_\_\_\_\_ No ✓
- 17. Are you requesting assistance from the Police/Fire Departments? Yes \_\_\_\_\_ No ✓
- 18. Will the event include loud or unusual sounds? Yes X No \_\_\_\_\_
  - a. Musicians Yes \_\_\_\_\_ No \_\_\_\_\_
  - b. Singers Yes \_\_\_\_\_ No \_\_\_\_\_
  - c. Amplified Announcers Yes X No \_\_\_\_\_
  - d. Carnival Rides Yes \_\_\_\_\_ No ✓
  - e. Motor Vehicle Noises Yes \_\_\_\_\_ No ✓
  - f. Other \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_
- 19. What are the planned hours for loud or unusual sounds? None - 11:30 pm
- 20. Will the event include unusual lighting beyond what is normal at that location? Yes \_\_\_\_\_ No X

**Alcohol Consumption**

- 21. Are alcoholic beverages proposed to be served as part of the event? Yes X No \_\_\_\_\_
- 22. Will you be utilizing a LLC regulated boundary? Yes X No \_\_\_\_\_
- 23. Are you using the Social District for outdoor alcohol consumption? Yes \_\_\_\_\_ No \_\_\_\_\_
- 24. Have all necessary liquor licenses been obtain at the time of this application? Yes ✓ No X
- 25. Does the applicant have any other requests that are not listed in this form? See Attached Yes X No ✓
- 26. 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 ✓

*But will!  
Just as before!*

### Questionnaire Explanations

6. **Is this event expected to occur again in a future calendar year?** You may ask to reserve a date for a future calendar year with this application. To reserve an event date for a future calendar year, please provide the normal annual event date. *Note:* Granting such a reservation does not constitute final approval of the event, but will reserve the same area as granted for the current year, until three months before the reserved date.
7. **An Event Map**—if your event will use streets or sidewalks or will use multiple locations, please attach one or more maps showing the locations requested. Please show any streets or parking lots that you are asking be blocked off or reserved for specific purposes, locations of specific events or objects (carnival rides, bleachers, medical care, exhibits, special parking, pick-up/drop-off areas, etc.), remote parking lots, the actual route of a parade or race, and similar information appropriate to clarify the exact request.
8. **Is your event located within the Downtown Development Authority?** The DDA will be asked to formally support the Special Event prior to the event approval going to City Council. The City believes support and coordination with downtown business is critical to the success of the downtown area. The DDA meets once a month so timing of the application should be adjusted accordingly to allow for both DDA and City Council approval.
9. **Does the applicant wish to have control of vending within the festival area?** In some instances, the applicant may be granted control of vending, the applicant is solely responsible for ensuring that all vendors are properly licensed with any appropriate agencies (Health Department).
11. **Will this event include the use of signs?** If yes, please attach information on the size, content, and location of any requested signs; signs may be shown on the event map or on a separate map, if appropriate. Small directional signs that do not obstruct pedestrian or vehicular traffic may be placed in the event area, during the event, without being included in this application.
12. **Is the applicant requesting special parking arrangements—such as limiting parking areas to certain groups of users?** If yes, you must coordinate with the Police Chief.
13. **Is the applicant requiring utility connections, such as electric service or water?** If yes, you must coordinate with the Director of Public Services to review what utilities are available in the requested area, and provide a description or map showing the utilities requested.
14. **Does the applicant have any other requests for public services, such as street sweeping, mowing, rubbish containers or removal, placement or removal of picnic tables or other fixtures, or cessation of lawn sprinkling?** If yes, you must coordinate with the Director of Public Services to determine if assistance from Public Services is appropriate and available, and provide a description of the services Public Services has indicated it could provide. The applicant will be charged for these services.
15. **Do you plan to utilize volunteers to help run the event?** Depending on the scope of the event, volunteers can help reduce the cost of special events for the applicant. The City has limited staff to help with special events and encourages organizers to utilize volunteers as much as possible.
16. **Does the applicant have any special security or safety concerns? Is the applicant requesting assistance from the Police Department in addressing these concerns?** If yes, you must contact the Chief of Police to determine what assistance from the Police Department is appropriate and available, and provide a description of the services the Police Department has indicated it could provide. The applicant will be charged for these services.
17. **Is the applicant requesting assistance from the Police or Fire Departments in addressing these concerns?**



If yes, you must contact both the Police and Fire Chief to determine what assistance from the Departments is appropriate and available, and provide a description of the services the Departments have indicated they could provide. The applicant will be charged for these services.

- 18. Will the event include loud or unusual sounds, such as a musicians, singers, amplified announcers, carnival rides, motor vehicle noises beyond those regularly present in the location, etc.?

If yes, you must please attach information indicating all of these on this application.

- 20. Will the event include unusual lighting beyond that regularly present in the location that could have an impact upon occupants of neighboring properties?

If yes, you must please attach information indicating all of the types of lighting, the location, the beginning and end times, and whether the lighting is constant or intermittent during those times.

- 21. Are alcoholic beverages proposed to be served as part of the event?

If yes, you must advise the Police Department of your intention to serve alcoholic beverages. Approval of the special event does not constitute final approval of service of alcoholic beverages; any necessary approval of a liquor license is a separate process.

- 25. Please attach a separate sheet detailing any aspects of the event that are not specifically addressed in this form but of which the City Council should be aware to make a fully informed decision with regard to approval of the proposed event.

- 26. The applicant is required to provide \$1,000,000 of liability insurance coverage with respect to the event. A Certificate of Insurance, with the City listed as an additional named insured, must be provided to the City Clerk's Office at least one calendar month before the event. Is the insurance certificate attached?

The City of Marshall PROHIBITS any and all painting of any city property, including sidewalk and streets. Events of those persons violating this policy will be canceled and not future event will be allowed.

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: Treasa L. Davidson

Printed Name: Treasa L. Davidson Date: 7-1-2022

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.

**LICENSE AGREEMENT**  
**BETWEEN**  
**THE CITY OF MARSHALL**  
**AND**  
**PATH OF THE OLD WAYS -STEPS OF VALHALLA**  
**FOR STUARTS LANDING FESTIVAL USE FOR 2022**

THIS AGREEMENT ("Agreement"), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Marshall, a municipal corporation with an address of 323 W. Michigan Avenue, Marshall, Michigan 49068 (hereinafter referred to either as "**CITY**" or "**LICENSOR**") and PATH OF THE OLD WAYS -STEPS OF VALHALLA, a not-for-profit corporation, whose address is \_\_\_\_\_ (hereinafter referred to as "**LICENSEE**") for non-exclusive and temporary limited use of Stuart's Landing for the "Festival Event" of 2022.

**RECITALS**

WHEREAS, CITY owns and operates a facility, commonly referred to as Stuart's Landing (hereinafter referred to as "Facility", whether capitalized or not), situated within the City of Marshall MI; and,

WHEREAS, CITY, in its operation and management of said facility desires to make facility available to public interest groups and organizations to promote such public interest objectives and to maximize citizen use of such facility; and,

WHEREAS, LICENSEE, as above identified, has requested authorization from the CITY to use facility for staging of a Festival Event, and the CITY, through its City Council, is desirous of permitting and authorizing such activity in accordance with the terms and conditions herein contained;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

**AGREEMENT**

**1.0 LICENSE TO USE STUART'S LANDING**

In consideration of the covenants herein contained, the CITY hereby grants to LICENSEE the right and privilege to conduct and stage certain Festival Event activities at the Facility upon the terms and conditions, as follows:

**2.0 USE OF PROPERTY**

LICENSEE shall be subject to a CITY issued permit the non-exclusive use and temporary occupancy of facility for those activities reasonably relating to the conducting of the Festival Event

during calendar year 2022 on dates specified in Section 3 below. The CITY may require, and LICENSEE agrees to immediately vacate the Facility for any violation of this Agreement, Facility rules, or any behavior or conduct that may, or did, result in the physical injury of a person, whether criminal or not.

### **3.0 PERIOD OF USE**

LICENSEE shall hold the Festival Event from 7:00 a.m. on October 6, 2022, to 1: 00 p.m. on October 9, 2022.

LICENSEE must obtain prior written approval from CITY in the event that the LICENSEE shall require additional days for set-up or clean-up.

### **4.0 COMPENSATION/RENT**

LICENSEE shall pay \$130.00 for said use of the park facility.

### **5.0 UTILITIES**

LICENSEE shall pay all charges and costs for all utilities, including but not limited to, electricity, light, heat, water, power, and telephone rendered or supplied upon, or in connection with the LICENSEE's use of said facility. Said costs, to the extent not determinable by direct charge computation, shall be determined to equal amount of utility charge in excess of that average charge imposed for a comparable period, to be determined by the Director of Public Services. Provided, however, any and all special hook-ups or support facilities required by LICENSEE for its event shall be solely the responsibility of the LICENSEE to pay.

### **6.0 RESTROOMS**

LICENSEE shall bear responsibility for payment of all charges associated with the providing of toilet facilities on the property during the period of Festival Event. LICENSEE shall provide a sufficient number of portable restrooms for use by all LICENSEE participants and guests as well as users of the facility.

### **7.0 CAMPFIRES**

LICENSEE may not light, build or maintain a fire except in a facility or device provided, maintained or designated for such purposes or as authorized by the City Fire Chief.

LICENSEE shall not leave any fire unattended.

LICENSEE shall provide on-site fire protection services, including fire extinguishers, as required by the City Fire Chief.

Fires shall be allowed only in approved locations and under such conditions as may be prescribed by the City Fire Chief.

During periods of extreme fire hazard the City Fire Chief may prohibit or restrict fires.

LICENSEE shall abide by City of Marshall Chapter 95, Recreational Fire Regulations.

No person may cut, gather or collect wood or other combustible material at any City Park for use as firewood or fuel, except as designed by the Director of Public Services.

The possession or use of any kind of firework, except by permit is prohibited.

## **8.0 ACCEPTANCE OF PROPERTY AS-IS**

LICENSEE accepts the buildings, improvements and any equipment in or on the facility in their existing conditions. No representation, statement or warranty either express or implied, has been made by or on behalf of CITY as to said condition, as to the use that may be made of such property, except as may be expressly limited herein by way of restriction. In no event shall CITY be liable to LICENSEE for any defect in such property or for limitations on its use. No representational warranty of habitability, express or implied, has been made by or on behalf of the CITY. LICENSEE and its guests may utilize the facility and LICENSEE and its guests, heirs and assigns expressly waives and releases any and all claims against the CITY and its Council, staff and agents for such use of facility.

## **9.0 MAINTENANCE/SET-UP/CLEAN-UP**

LICENSEE shall, at its own expense, take all necessary steps to organize and set-up the facility for Festival Event activities. All costs associated with same shall be borne exclusively by LICENSEE.

In addition, LICENSEE shall bear full responsibility for cleaning up of the facility. In addition, thereto, LICENSEE affirmatively covenants to restore the facility fully to its "pre-event" condition, usual wear and tear excepted, at the completion of Festival Event activities.

During the period of this Agreement, the LICENSEE shall be responsible to maintain the Facility in the same condition, usual wear and tear excepted, that existed at the time this Agreement commenced. LICENSEE will be given a pre-event checklist whereby any damaged equipment or missing property can be identified. Once the event is over, the equipment and property will be subject to a post-event inspection. The cost of any maintenance resulting from the activities of the LICENSEE, the repair of any damage or loss of any equipment indicated on the post-event checklist and an amount necessary to remedy the findings of the post-event inspection, shall be paid by the LICENSEE within thirty (30) days of the invoice date.

## **10. COMPLIANCE WITH LAW, ORDINANCE, CITY RULES**

LICENSEE shall comply with all requirements which may be imposed by public authorities, whether State or local, with regard to equipping facility for conducting of Festival Event activities and any changes and/or additions to property necessitated as a result of any such requirements shall be solely at the cost, and at the expense of the LICENSEE; provided, however, that the property may not be physically altered in a permanent manner except upon prior written approval of the Director of Public Services, in concurrence with the City Manager, as above identified.

LICENSEE shall comply with all CITY ordinances and rules related to the use of Facility and the park. LICENSEE and its visitors and guests agree to not engage in any prohibited conduct, including, but not limited to:

- Inappropriate or disruptive behavior or language that disturbs other park participants and CITY staff.

- Racial, religious or sexual harassment of other park participants or CITY staff.
- Failure to maintain personal cleanliness.
- Unwanted physical contact with another person including physical contact with another in an angry or threatening way – NOT part of Festival Event acting.
- Illegal use of prescription drugs or possessing illegal drugs or the use of marijuana while on CITY property.
- Theft, vandalism and /or misuse of CITY property or personal property or behaviors that result in the destruction of property.
- Any other conduct of an inappropriate, threatening, or offensive nature.
- Disregarding posted rules and signs.

#### **11.0 LICENSEE AUTHORIZATION/OBLIGATION TO RESTRICT USE OF PARK PROPERTY. AND ALCOHOL USE**

LICENSEE is authorized to dispense alcohol only in accordance with State and local laws.

#### **12. SECURITY MANAGEMENT**

LICENSEE shall make suitable arrangements for providing reasonable security personnel during the period of the Festival Event. LICENSEE shall provide satisfactory written proof of same to the Director of Public Services prior to the Festival Event. LICENSEE shall be responsible for management of facilities and property the during period of the License.

LICENSEE shall be permitted to camp overnight, but such activity shall be limited to provide security management purposes only.

#### **13. INSURANCE AND INDEMNITY AND WAIVER OF LIABILITY**

LICENSEE shall, at its own expense, provide and keep in force, general public liability insurance protecting the LICENSEE and CITY all claims of damage to persons or property or for loss of life or of property, occurring on, in or about the facility, during the period of Festival Event, and with respect to preparatory and clean-up activities occurring in connection with same. LICENSEE shall maintain comprehensive general liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and name CITY, (to include its Council, staff, and agents), as additional insured; copies and certificates of coverage naming the CITY as an additional insured, shall be provided to the City Clerk at the time of reservation.

LICENSEE agrees to RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE and further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the CITY and its members of its City Council (in their official and individual capacities), directors, administrators, agents, servants or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, costs, expenses, attorney fees, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by LICENSEE, its guests, assigns, heirs, patron(s) or contractee(s), or agent(s) or any of the property belonging to LICENSEE, its guests, assigns, heirs, patron(s) or contractee(s), or agent(s) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity as Festival Event, or while in, on or upon the property where the Festival Event activity is being conducted, including all claims, liabilities, costs or expenses, including attorney fees and costs, relating to any third-party complaint as brought by Festival Event patron(s) or contractee(s), or agent(s) of same alleging injury or damage of any kind.

LICENSEE shall furthermore, and at its own expense, keep in force such other insurance against other insurable hazards in such amounts as may from time to time be required by CITY, provided that such are insurable assets and hazards commonly insured against with respect to similar premises and uses. LICENSEE shall provide insurance required by state and local law.

#### **14. OBLIGATIONS AND REPRESENTATIONS IN REGARD TO CONTRACT CONTRACTEES AND VENDEES**

LICENSEE represents, and agrees to provide evidence upon request, of satisfactory agreements existing between LICENSEE and all Contractees/Vendees offering services for goods at the facility during the period of Festival Event. Such contracts of agreement shall include, with respect to all contracted vendee offerings, at a minimum, the following:

- Requirement that Contractee/Vendee maintain adequate insurance and provide workers' compensation coverage for any of its employees.
- Contractee/Vendee shall be an Equal Opportunity Employer.
- Contractee/Vendee shall maintain adequate levels of liability and casualty insurance, to be determined adequate in the reasonable exercise of judgment of Festival Event.
- Contractee/Vendee shall comply with all rules and regulations appurtenant to use of park and facilities.
- LICENSEE shall exercise best efforts to engage local contractors and local veteran contractors.

#### **15. EVENT PARKING**

CITY property will be available to Festival Event for parking. LICENSEE will be responsible for access and control of parking. Parking is non-exclusive and shall be available for all visitors to the CITY park.

#### **16. CITY EMPLOYEES**

It is understood that during the course of the Festival Event, City employees may be used as necessary to observe and take any necessary action to ensure that LICENSEE maintains the park and Facility and its related structures are properly utilized for its intended purposes while being appropriately operated and maintained. It is also understood that when City employees are engaged in connection with this Festival that the LICENSEE shall be responsible for any cost incurred by the CITY, including wages, fringe benefits and overtime pay, as applicable. These amounts will be invoiced to the LICENSEE within 30 days following the Festival Event.

#### **17. RELATIONSHIP BETWEEN CITY AND LICENSEE**

It is understood that the relationship created by this Agreement between the City of Marshall and the Festival Event shall be LICENSOR-LICENSEE. It is not a joint venture, a partnership nor a cooperative arrangement in any sense. Nothing in this Agreement shall be construed so as to give rise to an agency relationship as between CITY and LICENSEE. Nothing in this Agreement



shall be construed so as to give rise to an arrangement other than authorization by CITY for LICENSEE to use property in accordance with the terms and conditions as herein set forth. It is further understood that the conduct of the Festival Event shall be the exclusive responsibility of the LICENSEE.

**18. MICHIGAN LAW – CHOICE OF LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Michigan. Any litigation regarding this Agreement or its contents shall be filed in the County of Calhoun, if in State Court, or in the United States District Court for the Western District of Michigan, if in Federal Court.

**19. TERMS AND CONDITIONS**

The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

**20. ASSIGNMENT**

LICENSEE shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of CITY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for Agreement termination. This Agreement is strictly between the parties hereto and may not be assigned without written permission of the non-transferring party.

**21. NONEXCLUSIVE AGREEMENT**

LICENSEE understands that this is not an exclusive Agreement, and that CITY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by LICENSEE as the CITY desires.

**22. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct waiver or estoppel.

**23. NO THIRD-PARTY BENEFICIARY**

No person dealing with the CITY or LICENSEE shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement. This Agreement is not intended to, nor shall it be interpreted to create a special relationship between the CITY or the LICENSEE and any staff, visitors, residents, or other individuals who may have business through the CITY.

**24. SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid,

illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**25. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**26. AUTHORITY**

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, person, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or Federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, LICENSEE hereby warrants that it shall not have breached the terms or conditions of any contract or agreement to which LICENSEE is obligated, which breach would have a material effect there on.

IN WITNESS WHEREOF, the following signators, having been duly authorized to execute this Agreement, execute same by and on behalf of their respective organizations.

\_\_\_\_\_  
City Clerk  
City of Marshall

\_\_\_\_\_  
Date

\_\_\_\_\_  
LICENSEE

\_\_\_\_\_  
Date



**ITEM 12 C**

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**TO:** Honorable Mayor and City Council

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

**DATE:** August 15, 2022

**SUBJECT:** **SPECIAL EVENT APPLICATION REQUEST  
RUEBEN RACE (FOUNTAIN CLINIC AND PASTRAMI JOE'S)**

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The 2022 Rueben Race is back this year. This is an annual 5K/Walk and 10K run with all proceeds going to the Fountain Clinic. The event is planned for Saturday, September 17, 2022, from 9am to noon.

The event request includes a request to close N. Jefferson St between Michigan Ave and Mansion Street. The event has typically been rolling parade in the past with marked police and fire vehicles leading and following, Trained personnel are also used in at high traffic intersections to assist runners with traffic control.

The organizers will put up and take down the barricades and provide the trash receptacles for the event.

**BUDGET IMPACT:** The event requires street closure, police and fire traffic control, and trained personnel for traffic control. We are working with the organizers to get trained volunteers where needed. I spoke with the CERT- (Community Emergency Response Team) and they told me they will be able to cover 2 or 3 intersections. The estimated cost for the barricades, road closure, and the police and fire escort are approximately \$1,123. With the \$500 non-profit waiver the total would be \$623.

**RECOMMENDATION:** Approve the Rueben Race Special Event Application Request.



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: Rueden Race Sponsored by Fountain Clinic & Pastrami Joes

Is the sponsoring organization: [X] Non-Profit, please provide status letter\* [ ] For Profit

Mailing/Billing Address: 111 N. Jefferson

City/State/ZIP Code: Marshall, MI 49068

Business Phone: 269 789-0410

Cell Phone: 269 719 6023

Email Address(es): mjbyrne@fountain-clinic.org

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: September 17, 2022

2. Is there a requested alternative date(s)? [ ] Yes [X] No

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

3. Please describe the event(s): 5K run/walk & 10K run

4. What is the requested location(s) of the event(s): 105 N. Jefferson St.

5. Does this event require a street closure? [X] Yes [ ] No Street Name: North Jefferson

Start and End Locations: Same

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 X No
Normal Annual Date? September
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 X No
9. Does the applicant wish to prohibit vending within the event area? Yes No X
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 X No
12. Is the applicant requesting special parking arrangements, such as reserved parking? Yes No X

Public Services

- 13. Is the applicant requiring utility connections, such as electric or water services?\* Yes No X
14. Does the applicant require other public services?
a. Barricades Yes X No
b. Fencing Yes No X
c. Street Sweeping Yes No X
d. Mowing Yes No X
e. Rubbish Containers Yes No X
f. Rubbish Removal Yes No X
g. Picnic Tables Yes No X
h. Cessation of Lawn Sprinklins Yes No X
i. Other Yes No X
j. Map including indicating location of these services?\* Yes No X
15. Do you plan to utilize volunteers to help run the event? Yes X No

Public Safety

- 16. Does the applicant have any special security or safety concerns? Yes No X
17. Are you requesting assistance from the Police/Fire Departments? Yes X No
18. Will the event include loud or unusual sounds?
a. Musicians Yes No X
b. Singers Yes No X
c. Amplified Announcers Yes X No
d. Carnival Rides Yes No X
e. Motor Vehicle Noises Yes No X
f. Other Yes No X
19. What are the planned hours for loud or unusual sounds? 9-12
20. Will the event include unusual lighting beyond what is normal at that location? Yes No X

Alcohol Consumption

- 21. Are alcoholic beverages proposed to be served as part of the event? Yes No X
22. Will you be utilizing a LLC regulated boundary? Yes No X
23. Are you using the Social District for outdoor alcohol consumption? Yes No X
24. Have all necessary liquor licenses been obtain at the time of this application? Yes No X
25. Does the applicant have any other requests that are not listed in this form? Yes No X
26. 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

### Questionnaire Explanations

6. **Is this event expected to occur again in a future calendar year?** You may ask to reserve a date for a future calendar year with this application. To reserve an event date for a future calendar year, please provide the normal annual event date. *Note:* Granting such a reservation does not constitute final approval of the event, but will reserve the same area as granted for the current year, until three months before the reserved date.
7. **An Event Map**—if your event will use streets or sidewalks or will use multiple locations, please attach one or more maps showing the locations requested. Please show any streets or parking lots that you are asking be blocked off or reserved for specific purposes, locations of specific events or objects (carnival rides, bleachers, medical care, exhibits, special parking, pick-up/drop-off areas, etc.), remote parking lots, the actual route of a parade or race, and similar information appropriate to clarify the exact request.
8. **Is your event located within the Downtown Development Authority?** The DDA will be asked to formally support the Special Event prior to the event approval going to City Council. The City believes support and coordination with downtown business is critical to the success of the downtown area. The DDA meets once a month so timing of the application should be adjusted accordingly to allow for both DDA and City Council approval.
9. **Does the applicant wish to have control of vending within the festival area?** In some instances, the applicant may be granted control of vending, the applicant is solely responsible for ensuring that all vendors are properly licensed with any appropriate agencies (Health Department).
11. **Will this event include the use of signs?** If yes, please attach information on the size, content, and location of any requested signs; signs may be shown on the event map or on a separate map, if appropriate. Small directional signs that do not obstruct pedestrian or vehicular traffic may be placed in the event area, during the event, without being included in this application.
12. **Is the applicant requesting special parking arrangements—such as limiting parking areas to certain groups of users?** If yes, you must coordinate with the Police Chief.
13. **Is the applicant requiring utility connections, such as electric service or water?** If yes, you must coordinate with the Director of Public Services to review what utilities are available in the requested area, and provide a description or map showing the utilities requested.
14. **Does the applicant have any other requests for public services, such as street sweeping, mowing, rubbish containers or removal, placement or removal of picnic tables or other fixtures, or cessation of lawn sprinkling?** If yes, you must coordinate with the Director of Public Services to determine if assistance from Public Services is appropriate and available, and provide a description of the services Public Services has indicated it could provide. The applicant will be charged for these services.
15. **Do you plan to utilize volunteers to help run the event?** Depending on the scope of the event, volunteers can help reduce the cost of special events for the applicant. The City has limited staff to help with special events and encourages organizers to utilize volunteers as much as possible.
16. **Does the applicant have any special security or safety concerns? Is the applicant requesting assistance from the Police Department in addressing these concerns?** If yes, you must contact the Chief of Police to determine what assistance from the Police Department is appropriate and available, and provide a description of the services the Police Department has indicated it could provide. The applicant will be charged for these services.
17. **Is the applicant requesting assistance from the Police or Fire Departments in addressing**

these concerns?

If yes, you must contact both the Police and Fire Chief to determine what assistance from the Departments is appropriate and available, and provide a description of the services the Departments have indicated they could provide. The applicant will be charged for these services.

18. Will the event include loud or unusual sounds, such as a musicians, singers, amplified announcers, carnival rides, motor vehicle noises beyond those regularly present in the location, etc.?

If yes, you must please attach information indicating all of these on this application.

20. Will the event include unusual lighting beyond that regularly present in the location that could have an impact upon occupants of neighboring properties?

If yes, you must please attach information indicating all of the types of lighting, the location, the beginning and end times, and whether the lighting is constant or intermittent during those times.

21. Are alcoholic beverages proposed to be served as part of the event?

If yes, you must advise the Police Department of your intention to serve alcoholic beverages. Approval of the special event does not constitute final approval of service of alcoholic beverages; any necessary approval of a liquor license is a separate process.

25. Please attach a separate sheet detailing any aspects of the event that are not specifically addressed in this form but of which the City Council should be aware to make a fully informed decision with regard to approval of the proposed event.

26. The applicant is required to provide \$1,000,000 of liability insurance coverage with respect to the event. A Certificate of Insurance, with the City listed as an additional named insured, must be provided to the City Clerk's Office at least one calendar month before the event. Is the insurance certificate attached?

The City of Marshall PROHIBITS any and all painting of any city property, including sidewalk and streets. Events of those persons violating this policy will be canceled and not future event will be allowed.

**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: Mary Jo Byrne

Printed Name: MARY Jo Byrne Date: 6-16-2022

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.



# MARSHALL 5K Race

**N**

5k Course

0 500 1000  
U.S. Feet

Marshall High School Loop

Wooded Lane Bend



Downtown Food • Drinks Entertainment

**START**  
Jefferson St



# MARSHALL

## 10K Race



Alto Relievo

Alannah Christine

G Dr N

17 1/2 Mile Rd

Over The  
Rainbow Leg

Marshall  
High School  
Loop

See Inset  
Map

17 1/2 Mile Rd

North Dr

N Madison St

Cosmopolitan

Gorham

Wooded Lane  
Bend

Wooded Ln

Hill Rd

N Division St

High

Marshall

Forest

Gordon

Ferguson

East

Sibley

N Grand

E Prospect St

Eagle

E Mansion St

East Dr

Marr

**START**  
Jefferson St

**Downtown**  
Food • Drinks  
Entertainment

Hamilton

Exchange

W Michigan

Green

Library

Lincoln



DESIGNED BY JO COMPOSITIONS



**ITEM 12. D.**

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**TO:** Honorable Mayor and City Council

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

**DATE:** August 15, 2022

**SUBJECT:** **SPECIAL EVENT APPLICATION REQUEST  
HOME TOUR**

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The annual Marshall Historic Home Tour is occurring this year on September 10<sup>th</sup> and September 11<sup>th</sup> with events centered at the Honolulu House Museum located at 107 N Kalamazoo Ave. The time of the event is 0900 to 1700 on September 10<sup>th</sup> and 1000 to 1700 on September 11, 2022.

The event is hosted by the Marshall Historical Society. Along with the home tour, the event organizers are requesting a street closure of N Kalamazoo Ave from the fountain circle to W Mansion Street for the historic ball in the evening. The home tour is occurring in conjunction with the Mayberry House Market previously approved on May 2, 2022.

City services have been requested including barricades, traffic control, and rubbish containers.

**BUDGET IMPACT:** The Marshall Historical Society is a non-profit and will be responsible for city services in excess of \$500 per the Special Events Policy.

**RECOMMENDATION:** Approve the Home Tour Special Event Application Request.



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: MARSHALL HISTORIC HOME TOUR

Is the sponsoring organization: [X] Non-Profit, please provide status letter\* [ ] For Profit

Mailing/Billing Address: 107 N KALAMAZOO AVE

City/State/ZIP Code: MARSHALL, MI 49068

Business Phone: 269-781-8544 HONOLULU HOUSE

Cell Phone: 269-419-9922 BILL MABIN

Email Address(es): bill3931@gmail.com BILL MABIN

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: 9 AM TO 5 PM, SATURDAY, SEPT 10, 2022, AND 10 AM TO 5 PM, SUNDAY, SEPT. 11, 2022

2. Is there a requested alternative date(s)? [ ] Yes [X] No

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

3. Please describe the event(s): TOURS OF SIX PRIVATE HOME, SIX MUSEUMS AND OTHER SITES

4. What is the requested location(s) of the event(s): EVENTS ARE CENTERED AT HONOLULU HOUSE MUSEUM, 107 N KALAMAZOO AVE

5. Does this event require a street closure? [X] Yes [ ] No Street Name: KALAMAZOO AVENUE

Start and End Locations: FROM FOUNTAIN CIRCLE TO MANSION STREET

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? WEEKEND AFTER LABOR DAY
- 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? Yes  No 
  - a. Barricades Yes  No
  - b. Fencing Yes  No
  - c. Street Sweeping Yes  No
  - d. Mowing Yes  No
  - e. Rubbish Containers Yes  No
  - f. Rubbish Removal Yes  No
  - g. Picnic Tables Yes  No
  - h. Cessation of Lawn Sprinklings Yes  No
  - i. Other \_\_\_\_\_ Yes  No
  - j. 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? Yes  No
- 20. Will the event include loud or unusual sounds? Yes  No 
  - 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

**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
- 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

**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: William C Mabin

Printed Name: WILLIAM C MABIN Date: July 20, 2022

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 12. E.**

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**TO:** Honorable Mayor and City Council

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

**DATE:** August 15, 2022

**SUBJECT:** **MARSHALL HOUSE PURCHASE AGREEMENT EXTENSION**

---

The Purchase and Sale (PSA) agreement for the Marshall House with Integra Property Group is set to expire on August 17, 2022. Integra Property Group have requested an extension of the current PSA as HUD/MSHDA approvals have not yet been obtained.

The recommended Third Amendment to Purchase and Sale Agreement would extend the outside closing date to December 31, 2022, and release \$100,000 of the \$150,000 deposit to the City.

**BUDGET IMPACT:** The execution of the agreement would provide the City with \$100,000 from the deposit escrow account set forth in the purchase and sale agreement. The \$100,000 would be applied to the purchase price at the closing of the sale.

**RECOMMENDATION:** Approve as to form and content of the third amendment of the Marshall House PSA and authorize the City Clerk to sign the agreement.



### THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS THIRD AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “**Third Amendment**”) is made effective as of \_\_\_\_\_, 2022 (the “**Effective Date**”), by and between the City of Marshall, Michigan, a public authority and body politic of the State of Michigan (“**Seller**”), and Marshall Affordable Limited Dividend Housing Association, LP, a Michigan limited partnership (“**Buyer**”), (collectively, the “**Parties**”).

#### Recitals

A. Seller and Integra Property Group, LLC (“**Integra**”), entered into that certain Purchase and Sale Agreement dated as of August 17, 2021, which was amended by that certain First Amendment to Purchase and Sale Agreement dated as of November 3, 2021, and that certain Second Amendment to Purchase and Sale Agreement dated as of May 2, 2022 (as amended, the “**Agreement**”). Integra assigned all of its right, title, and interest in and to the Agreement to Buyer pursuant to that certain Assignment and Assumption by and between Integra and Buyer. The Agreement provides for, among other things, the purchase and sale of that certain 100-unit multifamily property commonly known as Marshall House Apartments, located at 200 East Spruce Street, Marshall Michigan, and more fully described in the Agreement (the “**Property**”).

B. As of the date hereof, the HUD/MSHDA Approvals have not yet been obtained, and the Parties therefore agree as follows.

#### Agreement

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Buyer, Seller and Buyer agree to amend the Agreement as hereinafter provided:

1. Capitalized Terms. Terms and words not herein expressly defined shall, to the extent the same are defined in the Agreement, have the same meaning and application ascribed thereto in the Agreement, it being the intent of the parties hereto that the Agreement and this Third Amendment be applied and construed as a single instrument.

2. Outside Closing Date. The last sentence of Section 1.4 is hereby deleted in its entirety and replaced with the following: “Closing shall take place on or before December 31, 2022 (the “**Outside Closing Date**”), or as agreed to by the parties.”

3. Release of \$100,000.00 of Deposit to Seller. Buyer and Seller hereby agree that \$100,000.00 of the initial \$150,000.00 Deposit may be released to Seller as consideration for extending the “**Outside Closing Date**” to on or before December 31, 2022. The \$100,000.00 shall be nonrefundable but will be applied to the Purchase Price at closing of the sale. The remaining portion of the Deposit shall be applied to the Purchase Price at closing of the sale. Should the Property not close on or before December 31, 2022, Seller may terminate the Agreement and its amendments, at its sole discretion, and the \$100,000.00 shall remain nonrefundable, however, the remaining \$50,000.00 shall be released to Buyer.

4. Ratification. The parties hereto hereby ratify and affirm all of the terms and provisions of the Agreement, as amended by this Third Amendment, and acknowledge that such terms and

provisions are in full force and effect as herein modified.

5. Entire Agreement. This Third Amendment together with the Agreement contains the entire agreement between the Buyer and Seller and neither party is relying on any statement, representation or promise of the party in entering into this Third Amendment.

6. Counterparts and Facsimile Signatures. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document. A signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. A facsimile or pdf signatures shall be deemed to be originals.

7. Recitals. The recitals set forth above are incorporated into this Third Amendment by reference.

8. Governing Law. This Third Amendment shall be construed as to both validity and performance and enforced in accordance with and governed by the laws of the State of Michigan.

*[Signature Page Follows]*



**IN WITNESS WHEREOF**, Seller and Buyer have executed this Third Amendment as of the date first above written.

**SELLER:**

**CITY OF MARSHALL, MICHIGAN,**  
a public authority and body politic of the State of Michigan

By: \_\_\_\_\_

Name: Trisha Nelson

Title: City Clerk

**BUYER:**

**MARSHALL AFFORDABLE LIMITED  
DIVIDEND HOUSING ASSOCIATION, LP,**  
a Michigan limited partnership

By: IPG Partners – 9, LLC,  
a Michigan limited liability company

Its: General Partner

By: Integra Property Group, LLC,  
a Delaware limited liability company

Its: Manager

By: \_\_\_\_\_

Hans Juhle  
Managing Member



**ITEM 12. F.**

**TO:** Honorable Mayor and City Council

**FROM:** Derek N. Perry, City Manager  
William Dopp, Deputy Director of Finance  
Marguerite Davenport, Director of Public Services

**DATE:** August 15, 2022

**SUBJECT:** **ORDINANCE TO AUTHORIZE AND PROVIDE FOR THE ISSUANCE OF JUNIOR LIEN WATER SUPPLY SYSTEM REVENUE BONDS**

The City has determined that it is in the best interest for the Water Department (Fund) to sell revenue bonds in order to complete and pay for the following projects:

<b>Project</b>	<b>Description</b>	<b>Year</b>	<b>Amount</b>
W Prospect St	4300 ft watermain replacement	2022	\$ 788,000
Industrial Road	1300 ft watermain replacement	2023	\$ 450,000
S Kalamazoo Ave	500 ft watermain replacement	2023	\$ 240,000
S Marshall Ave	500 ft watermain replacement	2022	\$ 247,000
E Prospect St	800 ft watermain replacement	2023	\$ 253,000
Leggitt Road	500 ft watermain replacement	2023	\$ 248,000
<b>Total</b>			<b>\$2,226,000</b>

Notice of Intent to Issue these bonds was passed by Council on April 18, 2022, and the next step in the process to complete the projects is to pass the Junior Lien Water Supply System Revenue Bond Ordinance.

The 2022 Bonds are designated as “Junior Lien” to the outstanding 2019 Bonds pursuant to email exchanges between Bendzinski & Co. and Miller Canfield. The 2022 Bonds are Junior Lien because Huntington (as purchaser of the 2022 Bonds) is not requiring the following:

- The rate covenant is not 110%. The City agreed in the 2019 Ordinance to maintain rates which will yield Net Revenues equal to at least 110% of the aggregate debt service requirement on the 2019 Bonds and any other senior lien bonds the City might issue.
- The City does not need to create a Reserve Fund.
- The City does not need to show that Net Revenues are equal to at least 125% of the maximum Aggregate Debt Service in any future operating year on the 2019 Bonds and the 2022 Bonds.

It should be noted the project list has been modified since April as project priorities and pricing are analyzed. Staff is recommending the removal of a portion of the Industrial Road project from

the bond list while adding two additional sections of watermain replacement; E Prospect St and Leggitt Road. The condition of both streets warrants reconstruction and now is the time to replace the watermain if the road requires reconstruction. E Prospect watermain condition is worse than Industrial Road #2 (listed as a project on the notice of intent). Leggitt Road is just starting design and staff will continue to assess the cost and design of the project prior to construction to ensure the scope will fit within the bonded amount.

**BUDGET IMPACT:** Council has approved water rates that were set so that the Water Department can make the annual required principal and interest payments for the bonds being issued. Without the sale of these bonds, the Water Fund would not have the resources to complete these projects.

**RECOMMENDATION:** Approve the attached Water Supply System Junior Lien Revenue Bond Ordinance to authorize and provide for the issuance of City of Marshall Junior Lien Water Supply System Revenue Bonds under the provision of Act 94 of 1933, as amended.

CITY OF MARSHALL, MICHIGAN  
ORDINANCE # \_\_\_\_\_

WATER SUPPLY SYSTEM  
JUNIOR LIEN REVENUE BOND ORDINANCE

AN ORDINANCE TO AUTHORIZE AND PROVIDE FOR THE ISSUANCE OF CITY OF MARSHALL JUNIOR LIEN WATER SUPPLY SYSTEM REVENUE BONDS UNDER THE PROVISIONS OF ACT 94, PUBLIC ACTS OF MICHIGAN, 1933, AS AMENDED, FOR THE PURPOSES OF PAYING COSTS OF IMPROVEMENT, EXTENSION OR REPAIR OF THE CITY OF MARSHALL WATER SUPPLY SYSTEM; TO PROVIDE FOR THE RETIREMENT AND SECURITY OF THE BONDS HEREIN AUTHORIZED AND THE RIGHTS OF THE HOLDERS OF THE BONDS IN ENFORCEMENT THEREOF; AND TO PROVIDE FOR RELATED MATTERS.

THE CITY OF MARSHALL ORDAINS:

Section 1. Definitions. All terms not defined herein shall have the meanings set forth in the Ordinance (including the Prior Ordinance), and whenever used in this ordinance, except when otherwise indicated by the context, the following terms shall have the following meanings:

(a) “acquire,” “acquiring” and “acquired” shall include acquisition by purchase, construction or any other method.

(b) “Act 94” means the Revenue Bond Act of 1933, Act 94, Public Acts of Michigan, 1933, as amended.

(c) “Additional Junior Lien Bonds” means any additional bonds of equal standing with the Series 2022 Bonds pursuant to Section 15 of this ordinance.

(d) “Authorized Officer” means, with respect to the Series 2022 Bonds, either the Finance Director or the City Manager of the City or a person designated by an Authorized Officer, or, with respect to any series of Additional Bonds, the officer of the City designated at the time the Additional Bonds are authorized.

(e) “City” means the City of Marshall, Calhoun County, Michigan.

(f) “Council” or “City Council” means the City Council of the City.

(g) “Government Obligations” means (i) direct obligations of (including obligations issued or held in book entry form on the books of) the United States of America, (ii) obligations the payment on which is guaranteed by the United States of America including, but not limited to, stripped interest components of obligations issued by the Resolution Funding Corporation (REFCORP) and non-callable, non-prepayable debt obligations of the United States Agency for International Development (US AID), which pay principal and interest at least three (3) business days prior to any respective escrow requirement dates, or (iii) non-callable, senior debt

obligations of any government-sponsored enterprise or federal agency, corporation, or instrumentality of the United States of America created by an act of congress including, but not limited to, the Federal Home Loan Banks, Freddie Mac, Federal Farm Credit Banks Funding Corporation, and Fannie Mae.

(h) “Internal Revenue Code” means the Internal Revenue Code of 1986, as amended.

(i) “Junior Lien Bonds” means any Bonds (including the Series 2022 Bonds) payable from Net Revenues which are secured by a statutory second lien on the Net Revenues and are junior and subordinate in all respects with respect to the Net Revenues to any outstanding Senior Lien Bonds secured by the statutory first lien established by the Prior Ordinance.

(j) “Junior Lien Redemption Account” means the Junior Lien Bond and Interest Redemption Account established pursuant to Section 12(C) of the Prior Ordinance and Section 12 of this ordinance.

(k) “Municipal Obligations” means any bonds or other obligations of the State of Michigan or of any agency, instrumentality or local governmental unit of the State of Michigan (i) which are not callable at the option of the obligor prior to maturity or as to which irrevocable notice has been given by the obligor to call on the date specified in the notice, and (ii) which are fully secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or Government Obligations, which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (iii) which fund is sufficient, as verified by an independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this definition of Municipal Obligation on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in sub-clause (i) of this definition of Municipal Obligation, as appropriate, and (iv) which are rated, based on the escrow, in the highest rating category of either two of the following three ratings agencies: Standard & Poor’s Corporation, Fitch Ratings, and Moody’s Investors Service, Inc. or any successors thereto.

(l) “Net Revenues” means the Revenues remaining after deducting the reasonable expenses of administration, operation, and maintenance of the System and shall be construed as defined in Section 3 of Act 94.

(m) “Ordinance” means Ordinance #2019-04 enacted on June 17, 2019, as amended on June 21, 2021, and supplemented by this ordinance, and any other ordinance amendatory or supplemental hereto.

(n) “Prior Ordinance” means Ordinance #2019-04 as amended on June 21, 2021.

(o) “Revenues” and “Net Revenues” shall mean the revenues and net revenues of the City derived from the operation of the System and shall be construed as defined in Section 3 of Act 94, including with respect to “Revenues,” the earnings derived from the investment of moneys in the various funds and accounts established by this ordinance.

(p) “Senior Lien Bonds” means the City’s Water Supply System Revenue Bonds, Series 2019 dated as of July 25, 2019 issued in the original principal amount of \$4,200,000, while they remain outstanding, and any Additional Bonds of senior standing and priority to the Series 2022 Bonds issued under the Prior Ordinance.

(q) “Series 2022 Bonds” means the Water Supply System Junior Lien Revenue Bonds, Series 2022 authorized by this ordinance.

(r) “Series 2022 Construction Account” means the Water Supply System Junior Lien Revenue Bonds Series 2022 Construction Account created under Section 14 of this ordinance.

(s) “Series 2022 Project” refers to acquisition, construction, furnishing and equipping of improvements to the City’s water supply system, consisting generally of water main replacement, together with any appurtenances and attachments thereto and any related site improvements, to be acquired and constructed as part of the System with proceeds of the Series 2022 Bonds.

(t) “Sufficient” means with respect to (i) cash or (ii) Government Obligations or (iii) Municipal Obligations, or any combination thereof, not redeemable at the option of the issuer thereof, the principal and interest payments upon which, without reinvestment of the interest, come due at such times and in such amounts, as to be fully sufficient to pay the interest as it comes due on the Bonds or any portion thereof and the principal and redemption premium, if any, on the Bonds or any portion thereof as they come due whether on the stated maturity date or upon earlier redemption. Securities representing such obligations or cash shall be placed in trust with a bank or trust company, and if any of the Bonds are to be called for redemption prior to maturity, irrevocable instructions to call the Bonds for redemption shall be given to the Transfer Agent.

(u) “System” means the entire water supply system of the City, both inside and outside the City, including all plants, works, instrumentalities and properties, used or useful in connection with the purification, supply and treatment of potable water as the same now exists, and all enlargements, extensions, repairs and improvements thereto hereafter made.

(v) “Transfer Agent” means The Huntington National Bank, or such other transfer agent selected by the City for payment of the Series 2022 Bonds.

Section 2. Necessity; Approval of Plans and Specifications. It is hereby determined to be necessary for the public health and welfare of the City to acquire the Series 2022 Project in accordance with the plans and specifications heretofore prepared by the engineers for the Series 2022 Project, which plans and specifications are hereby approved.

Section 3. Costs of Series 2022 Project; Useful Life. The aggregate cost of the Series 2022 Project is estimated to be Two Million Two Hundred Thousand Dollars (\$2,200,000) subject to the taking of construction bids, including the payment of legal, engineering, financial and other expenses incident thereto and incident to the issuance and sale of the Series 2022 Bonds, which estimate of cost is hereby approved and confirmed. The period of usefulness of the Series 2022 Project is estimated to be not less than twenty (20) years.

Section 4. Series 2022 Bonds Authorized; Effect of Prior Ordinance. The City shall issue the Series 2022 Bonds pursuant to the provisions of Act 94 in the aggregate principal amount of not-to-exceed Two Million Two Hundred Thousand Dollars (\$2,200,000) as finally determined by the Authorized Officer at the time of sale, for the purposes of paying the costs of acquiring and constructing the Series 2022 Project, including payment of legal, engineering, financial and other expenses incident thereto and incident to the issuance and sale of the Series 2022 Bonds. Except as amended by or expressly provided to the contrary in this ordinance, all of the provisions of the Prior Ordinance shall apply to the Series 2022 Bonds issued pursuant to this ordinance, the same as though each of said provisions were repeated in this ordinance in detail; the purpose of this ordinance being to authorize the issuance of revenue bonds of subordinate lien to the Senior Lien Bonds. The Series 2022 Bonds shall not be a general obligation of the City but shall be payable solely out of the Net Revenues of the System, subordinate to the prior lien with respect to the Net Revenues in favor of the Senior Lien Bonds.

Section 5. Series 2022 Bond Data. The Series 2022 Bonds shall be designated as the WATER SUPPLY SYSTEM JUNIOR LIEN REVENUE BONDS, SERIES 2022. The Series 2022 Bonds shall be issued as term bonds or serial bonds as determined at the time of sale of the Series 2022 Bonds, in fully-registered form in denominations of \$5,000 or integral multiples thereof, not exceeding the amount of bonds maturing on the same date such bond matures, or, if acceptable to the purchaser of the Series 2022 Bonds, may be issued in the form of a single fully-registered, nonconvertible bond of the denomination of the principal sum issued. The Series 2022 Bonds shall be dated as of such date as may be determined at the time of sale, and shall mature on such dates and in such amounts as shall be determined at the time of sale, provided, however, that the Series 2022 Bonds shall mature within 20 years of the date of issuance thereof. The Series 2022 Bonds shall bear interest at the rate or rates to be determined at the time of sale, payable semi-annually on such dates as approved at the time of sale.

It is anticipated that the Series 2022 Bonds shall mature on April 1, 2042, and shall be subject to optional and mandatory redemption prior to maturity as shown in Section 6 of this ordinance; however the Series 2022 Bonds shall mature on such dates and in such amounts, and be subject to redemption prior to maturity at the times and prices, as finally determined at the time of sale by the Authorized Officer within the parameters of this ordinance.

If the Series 2022 Bonds are issued in the form of a single bond of the denomination of the principal sum issued, then principal of and interest on the Series 2022 Bonds shall be payable by check drawn by Transfer Agent and mailed to the registered owner or by wire transfer or other method of payment determined by agreement with the purchaser of the Series 2022 Bonds. Otherwise, the principal of the Series 2022 Bonds shall be payable upon presentation and surrender at the designated office of the Transfer Agent, and interest on the Series 2022 Bonds shall be payable by check drawn on the Transfer Agent mailed to the registered owner at the registered address, as shown on the registration books of the City maintained by the Transfer Agent, or other method of payment to the registered owner which conforms with market practice at the time of payment. Interest shall be payable to the person who is the registered owner of record as of the fifteenth day of the month prior to the payment date for each interest payment. The date of determination of the registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future.

Unless waived by any registered owner of bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the City. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the place where the bonds called for redemption are to be surrendered for payment; and that interest on the bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date. In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

The Series 2022 Bonds shall be signed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk. The Series 2022 Bonds shall have the corporate seal of the City impressed or printed thereon. If any of the Series 2022 Bonds shall be signed by the facsimile signature of both the Mayor and the City Clerk then such bond shall not be valid until authenticated by an authorized officer of the Transfer Agent. The Series 2022 Bonds shall be delivered to the Transfer Agent for authentication (if required) and be delivered by the Transfer Agent to the purchaser in accordance with instructions from the City upon payment of the purchase price therefor.

Any Series 2022 Bond may be transferred upon the books of the City maintained by the Transfer Agent by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Series 2022 Bond or Bonds shall be surrendered for transfer, the Transfer Agent shall authenticate and deliver a new bond or bonds of the same series for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

The Huntington National Bank is hereby designated as registrar and transfer agent for the Series 2022 Bonds (the "Transfer Agent") provided that by agreement with the initial purchaser of the Series 2022 Bonds, the City Treasurer may act as the Transfer Agent. The Authorized Officer is authorized to execute an agreement with the Transfer Agent on behalf of the City. The City reserves the right to replace the Transfer Agent by notice mailed to the registered owner of each of the Series 2022 Bonds at such time outstanding not less than sixty (60) days prior to an interest payment date.

Section 6. Series 2022 Bond Form. The Series 2022 Bonds shall be in substantially the following form with such revisions, additions and deletions as may be advisable or necessary to comply with the final terms established upon sale thereof.



UNITED STATES OF AMERICA  
STATE OF MICHIGAN  
COUNTY OF CALHOUN  
CITY OF MARSHALL  
WATER SUPPLY SYSTEM JUNIOR LIEN REVENUE BOND  
SERIES 2022

Interest Rate	Date of Maturity	Date of Original Issue
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Registered Owner:

Principal Amount:

The CITY OF MARSHALL, County of Calhoun, State of Michigan (the “City”), acknowledges itself to owe, and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, but only out of the hereinafter described Net Revenues, the Principal Amount specified above, in lawful money of the United States of America, on the Date of Maturity specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on April 1, 2023 and semiannually thereafter. Principal of and interest on this bond are payable at the designated corporate trust office of The Huntington National Bank, or such other transfer agent as the City may hereafter designate by notice mailed to the Registered Owner of record not less than sixty (60) days prior to an interest payment date (the “Transfer Agent”), and is payable by check or draft mailed by the Transfer Agent to the Registered Owner of record at the registered address, or, at the option of the Registered Owner, by wire transfer to the bank account number on record with the Transfer Agent. Principal of and interest on this bond is payable to the Registered Owner of record as of the fifteenth (15th) day of the month preceding the interest payment date as shown on the registration books of the City kept by the Transfer Agent. The date of determination of Registered Owner for purposes of payment may be changed by the City to conform to market practice in the future. For the prompt payment of the principal of and interest on this bond, the revenues of the water supply system of the City including all enlargements, extensions, repairs and improvements thereto hereafter made (the “System”), after provision has been made for reasonable and necessary expenses of operation, maintenance and administration (the “Net Revenues”), and certain funds and accounts established by the Ordinance (defined below), are irrevocably pledged, and a statutory lien thereon is hereby recognized and created, subject to the lien in favor of the City’s outstanding Water Supply System Revenue Bonds, Series 2019 dated as of July 25, 2019.

This bond is a single, fully-registered, non-convertible bond in the principal sum of \$[amount], issued pursuant to the City’s Ordinance #2019-04 enacted on June 17, 2019, as amended on June 21, 2021, and supplemented by Ordinance No. [ordinance number] enacted on [date] (collectively, the “Ordinance”), and under and in full compliance with the Constitution

and statutes of the State of Michigan, including specifically Act 94, Public Acts of Michigan, 1933, as amended (“Act 94”) for the purposes of acquiring and constructing improvements to the System and to pay costs of issuance of the bonds.

For a complete statement of the revenues from which and the conditions under which this bond is payable, a statement of the conditions under which additional bonds of senior or equal standing as to the Net Revenues may hereafter be issued, and the general covenants and provisions pursuant to which this bond is issued, reference is made to the Ordinance. The City has reserved the right to issue additional bonds of prior and senior or equal standing with this bond on the conditions stated in the Ordinance. Copies of the Ordinance are on file at the office of the City Clerk and at the designated corporate trust office of The Huntington National Bank, and reference is made to the Ordinance and any and all supplements thereto and modifications and amendments thereof, if any, and to Act 94, for a more complete description of the pledges and covenants securing the bonds, the nature, extent and manner of enforcement of such pledges, the rights and remedies of the registered owners of the bonds with respect thereto and the terms and conditions upon which the bonds are issued and may be issued thereunder. To the extent and in the manner permitted by the terms of the Ordinance, the provisions of the Ordinance or any resolution or agreement amendatory thereof or supplemental thereto, may be modified or amended by the City, except in specified cases, only with the written consent of the registered owners of at least fifty-one percent (51%) of the principal amount of the bonds then outstanding.

#### OPTIONAL REDEMPTION

The outstanding principal amount of this bond is subject to redemption prior to maturity at the option of the City in whole or in part on any date occurring on or after April 1, 2031, at par plus accrued interest to the date fixed for redemption. Notice of optional redemption shall be given by the Transfer Agent by mailing such notice not less than thirty (30) days prior to the date fixed for redemption to the Registered Owner at the address of the Registered Owner as shown on the registration books of the City kept by the Transfer Agent. No further interest on the principal portion of the bond called for redemption shall accrue after the date fixed for optional redemption, provided funds are on hand with the Transfer Agent to redeem the principal called for redemption.

#### MANDATORY REDEMPTION

This bond matures on April 1, 2042 as a term bond, subject to mandatory redemption prior to maturity on the dates and in the amounts set forth below, at a price equal to 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption as set forth in the following schedule:

<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Principal Amount</u>
April 1, 2024	\$75,000	April 1, 2034	\$115,000
April 1, 2025	80,000	April 1, 2035	120,000
April 1, 2026	85,000	April 1, 2036	130,000
April 1, 2027	90,000	April 1, 2037	135,000
April 1, 2028	90,000	April 1, 2038	140,000
April 1, 2029	95,000	April 1, 2039	145,000
April 1, 2030	100,000	April 1, 2040	150,000
April 1, 2031	105,000	April 1, 2041	155,000
April 1, 2032	110,000	April 1, 2042	165,000
April 1, 2033	115,000		

Notwithstanding anything in this bond or in the Ordinance to the contrary, for so long as [Bond Purchaser] is the Registered Owner of this bond, the City shall not be required to give notice of the mandatory redemption described above, and the Registered Owner shall not be required to present this bond to the Transfer Agent for any mandatory redemption payment or at maturity, and all payments of principal of and interest on this bond shall be made directly to the Registered Owner by wire transfer or other means satisfactory to the Registered Owner.

This bond may be transferred by the Registered Owner upon surrender of the bond to the Transfer Agent for cancellation, together with a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever this bond is surrendered for transfer, the Transfer Agent shall deliver a new bond in like aggregate principal amount, interest rate and maturity. The Transfer Agent shall require the Registered Owner to pay any tax or other governmental charge required to be paid with respect to the transfer. The Transfer Agent shall not be required to issue, register the transfer of, or exchange the bond during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption and ending at the close of business on the day of that mailing. This bond can only be transferred in the denomination of \$100,000 or any integral multiple of \$5,000 in excess of \$100,000.

THIS BOND IS A SELF-LIQUIDATING BOND AND IS NOT A GENERAL OBLIGATION OF THE CITY AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATION, AND IS PAYABLE BOTH AS TO PRINCIPAL AND INTEREST SOLELY FROM THE NET REVENUES OF THE SYSTEM AND CERTAIN FUNDS AND ACCOUNTS ESTABLISHED UNDER THE ORDINANCE. THE PRINCIPAL OF AND INTEREST ON THIS BOND ARE SECURED BY THE STATUTORY LIEN HEREINBEFORE DESCRIBED.

The City has covenanted and agreed in the Ordinance that the City will at all times fix, establish, maintain and collect rates, fees and charges for the sale of the output, capacity, use or service of the System which, together with other income, are reasonably expected to be sufficient to preserve the System in good repair and working order, to provide for the payment of the

principal of and interest on all bonds payable from the Net Revenues of the System as the same become due and payable, and to provide for all other obligations, expenditures and funds for the System required by law and the Ordinance.

It is hereby certified and recited that all acts, conditions and things required by law to be done precedent to and in the issuance of this bond have been done and performed in regular and due time and form as required by law.

[This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.]

IN WITNESS WHEREOF, the City of Marshall, County of Calhoun, State of Michigan, by its City Council, has caused this bond to be signed in the name of said City [by] / [with the facsimile signatures of] its Mayor and its City Clerk and the City seal or a facsimile thereof to be [manually impressed/printed], all as of the Date of Original Issue.

CITY OF MARSHALL

By  [facsimile] \_\_\_\_\_  
Mayor

(Seal)

Countersigned:

By  [facsimile] \_\_\_\_\_  
City Clerk

*[STANDARD FORMS OF AUTHENTICATION CERTIFICATE  
AND ASSIGNMENT TO APPEAR ON DEFINITIVE BOND]*

Section 7. Payment of Bonds; Defeasance. The Series 2022 Bonds and the interest thereon shall be payable solely from the Net Revenues, and to secure such payment, there is hereby created a statutory lien upon the whole of the Net Revenues which shall be a lien that is junior and subordinate to the lien of the outstanding Senior Lien Bonds created by the Prior Ordinance and to any Senior Lien Bonds hereafter issued. Pursuant to provisions of Act 94, the City hereby pledges to the repayment of principal of, interest on and redemption premiums, if any, on the Bonds, the funds and accounts established by the Ordinance other than the Rebate Account (as defined in the Prior Ordinance), and a statutory lien is hereby created on such funds and accounts. The liens and pledge provided above shall continue until payment in full of the principal of and interest on all Bonds payable from Net Revenues, or, until Sufficient cash, Sufficient Government Obligations, Sufficient Municipal Obligations or any combination thereof shall have been deposited in trust for payment in full of the principal of and the interest on all Bonds to be paid or defeased to their maturity, or, if called or if irrevocable instructions have been given to call for redemption, to the date fixed for redemption together with the amount of the redemption premium, if any. Upon deposit of Sufficient cash, Sufficient Government Obligations, Sufficient Municipal Obligations or any combination thereof, as provided in the previous sentence, the statutory lien herein created shall be terminated with respect to the Bonds to be defeased, the registered owners of these Bonds shall have no further rights under this Ordinance except for payment from the deposited funds and for rights of replacement, registration and transfer, and such Bonds shall no longer be considered to be outstanding.

Section 8. Management; Operating Year. The operation, repair and management of the System shall continue to be under the supervision and control of the City Council. The City Council, in accordance with the relevant provisions of the City Charter, may employ such person or persons in such capacity or capacities as it deems advisable to carry on the efficient management and operation of the System. The City Council may make such rules and regulations as it deems advisable and necessary to assure the efficient management and operation of the System. The System shall be operated on the basis of an operating year which is the same as the fiscal year of the City.

Section 9. Rates and Charges. The rates and charges for service furnished by and the use of the System and the methods of collection and enforcement of the collection of the rates shall be those in effect on the date of adoption of this ordinance.

Section 10. No Free Service or Use. No free service or use of the System, or service or use of the System at less than cost, shall be furnished by the System to any person, firm or corporation, public or private, or to any public agency or instrumentality, including the City.

Section 11. Fixing and Revising Rates; Rate Covenant. The rates now in effect are estimated to be sufficient to provide for the payment of the expenses of administration and operation and such expenses for maintenance of the System as are necessary to preserve the System in good repair and working order, to provide for the payment of the principal of and interest on all Bonds payable from the Net Revenues of the System as the same become due and payable, and to provide for all other obligations, expenditures and funds for the System required by law and this Ordinance.

The City hereby covenants and agrees that the City will at all times fix, establish, maintain and collect rates, fees and charges for the sale of the output, capacity, use or service of the System which, together with other income, are reasonably expected to be sufficient to preserve the System in good repair and working order, to provide for the payment of the principal of and interest on all Bonds payable from the Net Revenues of the System as the same become due and payable, and to provide for all other obligations, expenditures and funds for the System required by law and this Ordinance.

Section 12. Funds and Accounts; Flow of Funds. All funds belonging to the System and all Revenues of the System shall continue to be set aside as collected and credited to the Receiving Fund established by the Prior Ordinance, except as provided in this ordinance. The Revenues credited to the Receiving Account are pledged for the purposes of the funds and accounts established by the Prior Ordinance and this ordinance and shall be transferred or debited from the Receiving Account periodically in the manner and at the times and in the order of priority specified in the Prior Ordinance and this ordinance.

Funding Existing Funds and Accounts. Out of the Revenues in the Receiving Fund there shall be transferred and debited the amounts required by the Prior Ordinance to be deposited into the existing Operation and Maintenance Account, the existing Bond and Interest Redemption Account (including the Bond Reserve Account), and the Improvement Account created pursuant to the Prior Ordinance.

Junior Lien Bond and Interest Redemption Account. There is hereby established and maintained, as provided in 12C of the Prior Ordinance, a separate depository account designated as the JUNIOR LIEN BOND AND INTEREST REDEMPTION ACCOUNT for the purpose of paying the principal of and interest on the Series 2022 Bonds as the same come due. Revenues remaining in the Receiving Fund, after provision has been made for the requirements of the Operation and Maintenance Account and the Bond and Interest Redemption Account (including the Bond Reserve Account), shall be set aside quarterly in the Junior Lien Bond and Interest Redemption Account. The amount to be set aside for the payment of principal and interest on any date shall not exceed the amount which, when added to the money on deposit in the Junior Lien Bond and Interest Redemption Account, including investment income thereon and on any bond reserve account which may be established on a future date, is necessary to pay principal and interest due on the Revenue Bonds on the next succeeding principal payment date. Investment of moneys in the Junior Lien Bond and Interest Redemption Account being accumulated for payment on the next maturing principal or interest payment on the Series 2022 Bonds shall be limited to Government Obligations bearing maturity dates prior to the date of the next maturing principal or interest payment respectively on the Series 2022 Bonds.

Section 13. Applicable Law. The Series 2022 Bonds shall be sold and the proceeds applied in accordance with the provisions of Act 94.

Section 14. Proceeds of Series 2022 Bonds. There shall be established and maintained a separate depository account designated as the WATER SUPPLY SYSTEM REVENUE BONDS SERIES 2022 CONSTRUCTION ACCOUNT in a bank qualified to act as depository of the proceeds of sale of revenue bonds under the provisions of Section 15 of Act 94. Monies in the Series 2022 Construction Account shall be applied solely in payment of the cost of the Series

2022 Project and any costs of engineering, legal, bond issuance and other expenses incident thereto and to the issuance of the Series 2022 Bonds. Any unexpended balance of the proceeds of sale of the Series 2022 Bonds remaining in the Series 2022 Construction Account after completion of the Series 2022 Project may, in the discretion of the Authorized Officer, be used for further improvements, enlargements and extension to the System. Any balance remaining after such expenditure shall be paid into the Redemption Account.

All or a portion of any premium received upon delivery of the Series 2022 Bonds may be deposited in either the Redemption Account or the Series 2022 Construction Account, as determined by the Authorized Officer in consultation with bond counsel.

The remaining proceeds of sale of the Series 2022 Bonds shall be deposited to the Series 2022 Construction Account.

Moneys in the Series 2022 Construction Account may be invested by the City as provided in Section 16 of the Prior Ordinance and in accordance with the requirements of Section 17 of this ordinance.

Section 15. Additional Junior Lien Bonds. The right is reserved, in accordance with the provisions of Act 94, to issue additional bonds payable from the Revenues of the System which shall be of equal standing and priority of lien on the Net Revenues of the System with the Series 2022 Bonds, but only for the following purposes and under the following terms and conditions.

(a) For the purpose of making extensions, enlargements or improvements to the System, or refunding in whole or in part Bonds issued under the Ordinance, if the augmented net revenues (hereinafter defined) of the System for the Fiscal Year preceding the year in which such Additional Junior Lien Bonds are to be issued were equal to at least 100% of the average annual debt service requirements on all Bonds payable from the Net Revenues of the System then outstanding and the Additional Junior Lien Bonds proposed to be issued, net of any bonds to be refunded by the new issue.

For purposes of this subsection the term “augmented net revenues” shall mean the Net Revenues of the System for a Fiscal Year, adjusted to reflect the effect of any rate increase placed in effect during that Fiscal Year (but not in effect for the whole Fiscal Year), placed in effect subsequent to the Fiscal Year or scheduled, at the time the new bond is authorized, to be placed in effect before principal of and interest on the new bond become payable from Revenues of the System, and augmented by any increase in Revenues or decrease in expenses estimated to accrue from the improvements to be acquired from the new bond. The adjustments and augmentations provided for in the preceding sentence shall be established by certificate of an independent consulting engineer filed with the City Clerk. If a new bond is issued within 4 months of the end of a Fiscal Year, the determination made in this subsection (a) may be based upon the results of a Fiscal Year ending within 16 months of the date of issuance of the new bond.

(b) For refunding any Bonds issued under the Ordinance and paying costs of issuing such Additional Junior Lien Bonds, if the maximum amount of principal and interest maturing in

any operating year after giving effect to the refunding shall be less than the maximum amount of principal and interest maturing in any operating year prior to giving effect to the refunding.

The funds herein established shall be applied to all Additional Junior Lien Bonds issued pursuant to this Section as if said bonds were part of the Series 2022 Bonds, and all Revenues from any such extension, enlargement, improvement or replacement constructed by the proceeds of any Additional Junior Lien Bonds shall be paid to the Receiving Account established pursuant to the Prior Ordinance.

Except as otherwise specifically provided in the Prior Ordinance and this ordinance, so long as the Series 2022 Bonds are outstanding, no bonds or other obligations pledging any portion of the Revenues of the System shall be incurred or issued by the City unless the same shall be junior and subordinate in all respects to the Series 2022 Bonds. The City reserves the right to issue, without limit, bonds of junior and subordinate standing and priority of lien as to the Net Revenues with the Series 2022 Bonds.

Determination by the City Council as to existence of conditions permitting the issuance of Additional Junior Lien Bonds shall be conclusive, provided this shall not eliminate any requirement for any other approval required herein.

Section 16. Default of City. If there shall be default in the Junior Lien Bond and Interest Redemption Account, the provisions of this ordinance, or in the payment of principal or interest on any of the Bonds, upon the filing of a suit by 20% of the holders of the Bonds, any court having jurisdiction of the action may appoint a receiver to administer the System on behalf of the City with power to charge and collect rates sufficient to provide for the payment of the Bonds and for the payment of operation, maintenance and administrative expenses and to apply Revenues in accordance with this ordinance and the laws of the State of Michigan.

The City hereby agrees to transfer to any bona fide receiver or other subsequent operator of the System, pursuant to any valid court order in a proceeding brought to enforce collection or payment of the City's obligations, all contracts and other rights of the City, conditionally, for such time only as such receiver or operator shall operate by City of the court.

Section 17. Non-Arbitrage Covenant. The City covenants and agrees that as long as any of the Series 2022 Bonds remain outstanding and unpaid as to either principal or interest, the City shall not invest, reinvest or accumulate any moneys deemed to be proceeds thereof pursuant to the Internal Revenue Code in such a manner as to cause the Series 2022 Bonds to be "arbitrage bonds" within the meaning of the Internal Revenue Code. The City hereby covenants that, to the extent permitted by law, it will take all actions within its control and that it shall not fail to take any action as may be necessary to maintain the exemption of interest on the Series 2022 Bonds from gross income for federal income tax purposes, including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of bond proceeds and moneys deemed to be bond proceeds, all as more fully set forth in the Non-Arbitrage and Tax Compliance Certificate to be delivered by the City with the tax-exempt bonds.



Section 18. Bank Qualified Bonds. The City hereby designates the Series 2022 Bonds as “qualified tax exempt obligations” for purposes of deduction of interest expense by financial institutions pursuant to the Internal Revenue Code.

Section 19. Negotiated Sale of Series 2022 Bonds. The City Council has considered the option of selling the Series 2022 Bonds through a competitive sale and a negotiated sale, and, pursuant to the requirements of Section 12 of Act 94, and based upon the advice of the Municipal Advisor, hereby determines that a negotiated sale of the Series 2022 Bonds will result in the most efficient and expeditious means of selling the Series 2022 Bonds and will result in lower costs to the City. The Authorized Officer is hereby authorized to solicit proposals through a negotiated sale or placement with a qualified bank or other sophisticated institutional investor as purchaser of the Series 2022 Bonds, to execute a Sale Order specifying the final terms of the Series 2022 Bonds, and take all other necessary actions required to effectuate the sale, issuance and delivery of the Series 2022 Bonds, subject to the parameters set forth in this ordinance.

Section 20. Adjustment of Bond Terms. The Authorized Officer is hereby authorized to adjust the final bond details as set forth herein to the extent necessary or convenient to complete the sale of the Series 2022 Bonds and in pursuance of the forgoing is authorized to exercise the authority and make the determinations pursuant to Sections 7a(1)(c)(i) and (v) of Act 94, including but not limited to determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, date of issuance, interest payment dates, redemption rights, and other matters within the parameters established by this ordinance, *provided* the interest rate or rates on the Series 2022 Bonds shall not exceed 6.00% per annum, the purchase price shall not be less than 99.50% of the par amount of the Series 2022 Bonds, and the Series 2022 Bonds shall be subject to redemption at the option of the City on any date beginning no later than April 1, 2031.

Section 21. Necessary Actions. In the event that the Authorized Officer is not available to undertake responsibilities delegated to the Authorized Officer under this ordinance, then a person designated by an Authorized Officer is authorized to take such actions. Any one or more of the officers, administrators, agents and attorneys of the City are authorized and directed to execute and deliver all other agreements, documents and certificates and to take all other actions necessary or convenient to complete the issuance and delivery of the Series 2022 Bonds in accordance with this ordinance.

Section 22. Ordinance to Constitute Contract. In consideration of the purchase and acceptance of any and all of the Series 2022 Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this ordinance shall be deemed to be and shall constitute a contract between the City and the registered owners from time to time of the Series 2022 Bonds; and the lien and pledge made in this ordinance and the covenants and agreements therein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the registered owners of any and all of the Series 2022 Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction of any of the Series 2022 Bonds over any other thereof except as expressly provided in or permitted by this ordinance.

Section 23. Severability and Paragraph Headings. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. The paragraph headings in this ordinance are furnished for convenience of reference only and shall not be considered to be a part of this ordinance.

Section 24. Publication and Recordation. This Ordinance shall be published in full in Marshall *Ad-Visor & Chronicle*, a newspaper of general circulation in the City of Marshall qualified under State law to publish legal notices, promptly after its adoption, and shall be recorded in the Ordinance Book of the City and such recording authenticated by the signatures of the Mayor and the City Clerk.

Section 25. Effective Date. As provided in Act 94, this ordinance shall be effective immediately upon its adoption.

Passed and adopted by the City Council of the City of Marshall, County of Calhoun, State of Michigan, on \_\_\_\_\_, 2022.

Signed: \_\_\_\_\_  
Mayor

Signed: \_\_\_\_\_  
City Clerk

I hereby certify that the foregoing is a true and complete copy of an Ordinance duly enacted by the City Council of the City of Marshall, County of Calhoun, State of Michigan, at a Regular meeting held on \_\_\_\_\_, 2022, at 7:00 p.m., Eastern Time, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended. I further certify that the minutes of said meeting were kept and will be or have been made available as required by said Act 267.

I further certify that the following members were present at said meeting: members \_\_\_\_\_ and that the following members were absent: \_\_\_\_\_.

I further certify that member \_\_\_\_\_ moved for adoption of said Ordinance and that member \_\_\_\_\_ supported said motion.

I further certify that the following members voted for adoption of said Ordinance: members \_\_\_\_\_ which comprise a majority of the elected members of City Council, and that the following members voted against adoption of said Ordinance: \_\_\_\_\_.

I further certify that said Ordinance has been recorded in the Ordinance Book and that such recording has been authenticated by the signature of the Mayor and the City Clerk.

Signed: \_\_\_\_\_  
City Clerk



**ITEM 12. G.**

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**TO:** Honorable Mayor and City Council

**FROM:** Derek N. Perry, City Manager  
Christy Ramey, Purchasing Agent/Assistant to the Electric Director

**DATE:** August 15, 2022

**SUBJECT:** **PURCHASE OF 22KW GENERATOR AND TRANSFER SWITCH FOR CITY HALL**

---

The replacement of the generator was made a priority after the outage we experienced early this year demonstrated that the fire radio system used by Calhoun County Central Dispatch is integrated into the existing radio tower and reliant on the power supply at City Hall.

According to our County partners, Calhoun County Central Dispatch does not have a radio tower dedicated to this purpose at the County Complex and must currently rely on the pre-consolidation infrastructure to connect to all the countywide fire VHF channels.

Connectivity between the County and the City's law enforcement network is also impacted by a loss of power at City Hall and jeopardizes communication of several importation and frequently used computer programs.

In addition, the IT servers and network equipment at City Hall only have a backup power supply of fifteen minutes, so in order to guarantee continuation of operations at City Hall, backup generation is required.

To ensure reliability for fire and police communication, and our City Hall operations, we are recommending that we replace the existing generator unit at City Hall as it is no longer operable and unrepairable due to its age.

The following bids for a 22kW generator and transfer switch, including installation labor were received on August 9, 2022:

<b><u>Bidder</u></b>	<b><u>Total Price</u></b>	<b><u>Lead Time</u></b>
Shouldice Industrial; Battle Creek, MI	\$13,665*	in stock
Albion Electric; Albion, MI	\$17,100*	4-6 weeks
C.B. Hall Electric; Marshall, MI	\$19,500*	4 weeks
Motor Shop; Battle Creek, MI	\$27,650	in stock

\*Contractors quoted above ground wiring methods versus specified underground wiring.

The bids did not include the gas connection portion of the project as that needs to be done by Hunter Prell, Battle Creek Michigan. The cost for that portion of the work is at \$2,149.36.

**BUDGET IMPACT:** The low bid from Shouldice Industrial; Battle Creek, MI is \$13,665 and the required gas supply connection is \$2,149.36 for a total project cost of \$15,814.36.

No funding was allocated for this project in the FY2022/23 Operating Budget and the expense will require the use of General Fund Balance and necessitate a first quarter budget amendment. In the FY2023 Budget we projected the General Fund Balance at the end of the year to be \$3,341,650. If this repair is approved, the anticipated end-of-year balance would be \$3,325,835.

**RECOMMENDATION:** Staff respectfully requests City Council award the bid for purchase of the 22 kV Generator and Transfer Switch to low-bidder, Shouldice Industrial; Battle Creek, Michigan in the firm amount of \$13,665.00 with an estimated completion date of 30 days and authorize Hunter Prell of Battle Creek to complete the gas connection at a cost of \$2,149.36.



**ITEM 12. H.**

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**TO:** Honorable Mayor and City Council

**FROM:** Derek N. Perry, City Manager  
Justin Miller, Recreation Administrator  
Eric Zuzga, Director of Community Services  
Marguerite Davenport, Director of Public Services

**DATE:** August 15, 2022

**SUBJECT:** **CRONIN FOUNDATION GRANT SUBMITTAL DISCUSSION**

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The Cronin Foundation will be accepting grant applications on September 1, 2022, and we would like to determine which project the City Council would like us to prepare and submit for this application period.

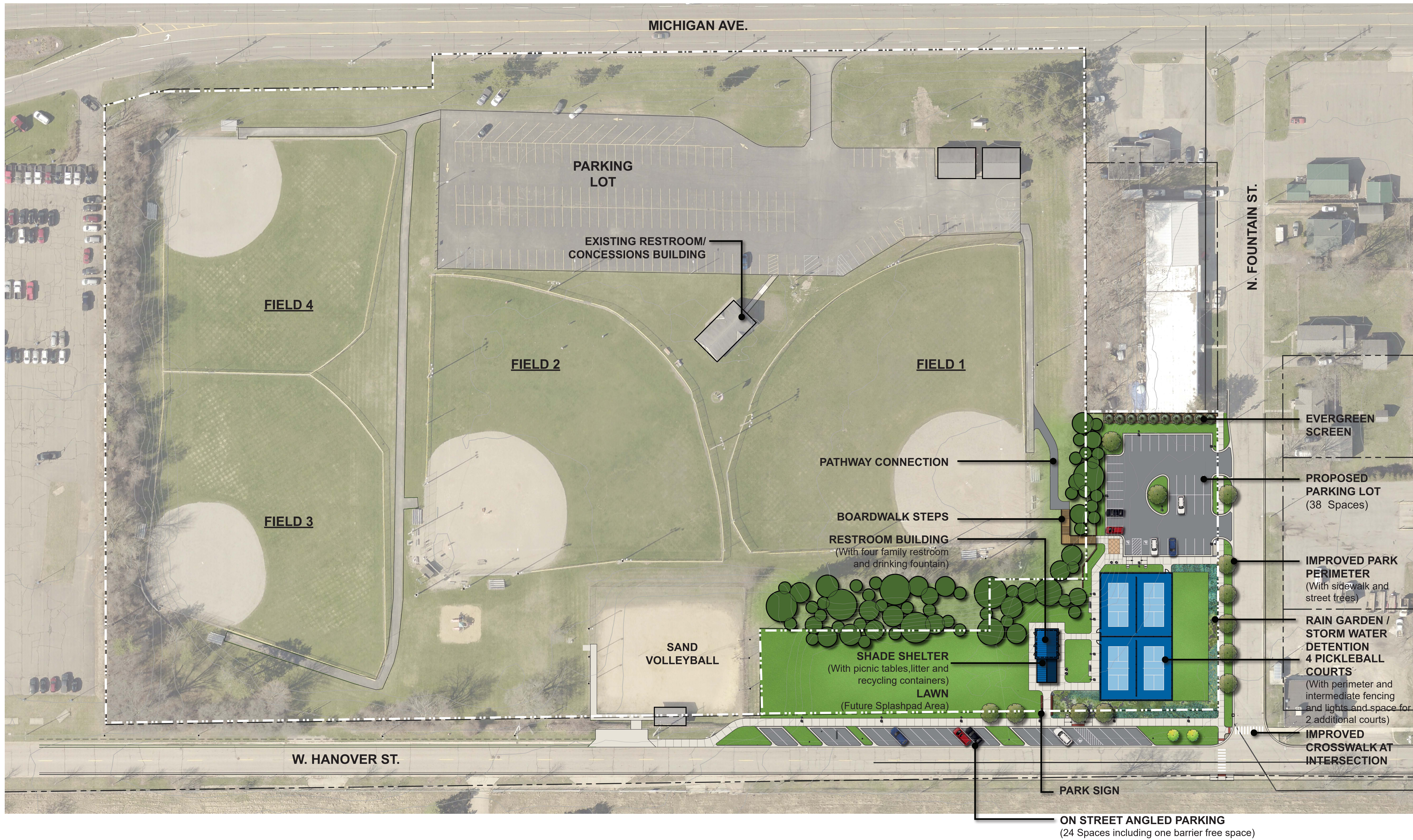
Currently we have the Eaton Park Phase I at \$1.3 million and replacement of the skatepark at Ketchum Park as projects requiring funding.

Attached to this report is the Eaton Park Phase 1 drawing and cost estimate and the skate park rendering for a \$100,000 project.

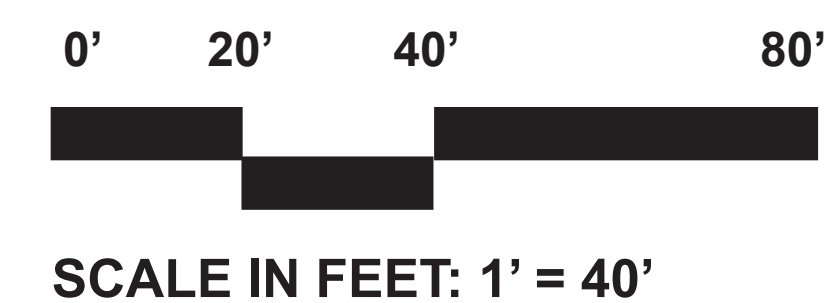
**BUDGET IMPACT:** Until a project is identified, budget impact is unknown.

**RECOMMENDATION:** Provide direction to staff on a project and approve the submittal of a grant to the Cronin Foundation.





**PHASE ONE PLAN**  
**EATON PROPERTY MASTER PLAN**  
 CITY OF MARSHALL, MICHIGAN



DATE  
 12.27.2021  
 PROJECT NO.  
 2110







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**Eaton Property Phase One**  
**City of Marshall**  
**Order of Magnitude Cost Estimate**  
**December 27, 2021**  
**Page 1**

**Eaton Property Master Plan**  
**Phase One**  
**ORDER OF MAGNITUDE COST ESTIMATE**

<b>Description</b>	<b>Unit</b>	<b>No. of Units</b>	<b>Price</b>	<b>Extension</b>
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**General Conditions**

Mobilization	LS	1	\$10,000.00	\$10,000.00
Insurance, Permits, and Bonds	LS	1	\$8,000.00	\$8,000.00
Layout and Staking	LS	1	\$6,000.00	\$6,000.00
General Conditions (M, O & P@5%)	LS	1	\$54,932.00	\$54,932.00
<b>Subtotal</b>				<b>\$78,932.00</b>

**Site Preparation and Removals**

Soil Erosion, Sedimentation Control, and Site Preparation	SY	9,301	\$1.25	\$11,626.25
Remove Existing Paving (Asphalt) and Bollards	SY	8,613	\$4.00	\$34,452.00
Remove Existing Trees	EA	6	\$500.00	\$3,000.00
Remove Curb and Gutter	LF	390	\$5.00	\$1,950.00
Remove Concrete Pavement	SF	320	\$3.00	\$960.00
Remove Retaining Wall at North West Side of Existing Parking Lot	LF	140	\$80.00	\$11,200.00
<b>Subtotal</b>				<b>\$63,188.25</b>

**Site Utilities**

Water Service Line	LF	102	\$85.00	\$8,670.00
Water Connection (Tap by City)	LS	1	\$5,000.00	\$5,000.00
Sanitary Sewer Line	LF	68	\$75.00	\$5,100.00
Electrical Service to Building	LS	1	\$8,000.00	\$8,000.00
Re-Run Electrical for Existing Ballfield Lights	LS	1	\$25,000.00	\$25,000.00
Storm Drainage Lines with Flared End Section	LF	160	\$46.00	\$7,360.00
Perforated Storm Line wrapped with Gravel	LF	325	\$80.00	\$26,000.00
Storm Water Catch basin (4' Dia.)	EA	3	\$3,000.00	\$9,000.00
Culvert	LF	12	\$40.00	\$480.00
Leaching Basin (8' Dia.)	EA	1	\$8,000.00	\$8,000.00
2' Yard Drain	EA	1	\$2,500.00	\$2,500.00
<b>Subtotal</b>				<b>\$105,110.00</b>





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**Eaton Property Phase One**  
**City of Marshall**  
**Order of Magnitude Cost Estimate**  
**December 27, 2021**  
**Page 2**

Description	Unit	No. of Units	Price	Extension
<b>Site Construction</b>				
Bituminous Paving (Parking Area)	SY	1,465	\$30.00	\$43,950.00
Concrete Curb and Gutter	LF	894	\$36.00	\$21,670.00
Concrete Valley Gutter	LF	98	\$36.00	\$8,064.00
Bituminous Paving (Pathway)	SY	105	\$30.00	\$3,150.00
Concrete Sidewalk - 4" Depth	SF	11,823	\$5.00	\$59,115.00
Tactile Warning Pavers	SF	98	\$17.00	\$1,666.00
Timber/Boardwalk Steps	SF	549	\$60.00	\$32,940.00
Modular Retaining Wall	LF	160	\$250.00	\$40,000.00
Retaining Wall at Rain Garden (Cast Concrete)	LF	50	\$500.00	\$25,000.00
Parking Lights	EA	12	\$5,000.00	\$60,000.00
Electrical Distribution	LF	1,017	\$12.00	\$12,204.00
Field One Drainage	LS	1	\$10,000.00	\$10,000.00
<b>Subtotal</b>				<b>\$317,759.00</b>
<b>Restroom Building and Shelter</b>				
Restroom Building with Drinking Fountain	SF	553	\$381.00	\$210,693.00
Attached Shade Shelter (20' x 24')	LS	1	\$45,000.00	\$45,000.00
Shelter Lighting with Distribution	EA	1	\$3,500.00	\$3,500.00
<b>Subtotal</b>				<b>\$259,193.00</b>
<b>Site Amenities</b>				
Picnic Table (Rectangular)	EA	6	\$2,000.00	\$12,000.00
Litter and Recycling Receptacles	EA	4	\$2,000.00	\$8,000.00
Barrier Free Parking Sign	EA	1	\$250.00	\$250.00
Park Monument Sign	LS	1	\$10,000.00	\$10,000.00
<b>Subtotal</b>				<b>\$30,250.00</b>



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**Eaton Property Phase One**  
**City of Marshall**  
**Order of Magnitude Cost Estimate**  
**December 27, 2021**  
**Page 3**

Description	Unit	No. of Units	Price	Extension
<b>Pickleball Court</b>				
Post Tension Concrete Courts	SF	9,620	\$15.00	\$144,300.00
Perimeter Curb for Perimeter Fencing	LF	408	\$20.00	\$8,160.00
Acrylic Surfacing	SY	1,068	\$12.00	\$12,816.00
Pickleball Nets and Posts	EA	4	\$1,500.00	\$6,000.00
4'-Tall Fence	LF	192	\$35.00	\$6,720.00
8'-Tall Fence	LF	397	\$50.00	\$19,850.00
Gate	EA	3	\$600.00	\$1,800.00
Bench	EA	2	\$2,500.00	\$5,000.00
Sports Lighting with Timers	EA	4	\$8,000.00	\$32,000.00
Electrical Distribution	LF	137	\$12.00	\$1,644.00
<b>Subtotal</b>				<b>\$238,290.00</b>

<b>Landscape Improvements</b>				
Deciduous Trees	EA	17	\$500.00	\$8,500.00
Evergreen Trees	EA	11	\$450.00	\$4,950.00
Landscape Edger	LF	214	\$7.00	\$1,498.00
Lawn Seeding and 4" of Top Soil	SY	4,550	\$1.25	\$5,687.50
Rain Garden Plantings	SY	560	\$30.00	\$16,800.00
Organic Soils for Raingarden (8" depth)	SY	560	\$15.00	\$8,400.00
Irrigation System	LS	1	\$15,000.00	\$15,000.00
<b>Subtotal</b>				<b>\$60,835.50</b>

<b>SUBTOTAL</b>	<b>\$1,153,557.75</b>
Design and Construction Contingences @ 10%	\$115,355.78
Professional Fees and Expenses @ 9%*	\$114,202.22
<b>GRAND TOTAL</b>	<b>\$1,383,115.74</b>

\*Includes Soil Borings and Topographic Survey



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**Eaton Property Phase One**  
**City of Marshall**  
**Order of Magnitude Cost Estimate**  
**December 27, 2021**  
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Description	Unit	No. of Units	Price	Extension
<b>Alternate - Two Pickleball Courts*</b>				
*Assumes that courts are constructed at the same time as base bid courts.				
General Conditions	LS	1	\$12,536.00	\$12,536.00
Post Tension Concrete Courts	SF	4,680	\$15.00	\$70,200.00
Perimeter Curb for Perimeter Fencing	LF	72	\$20.00	\$1,440.00
Acrylic Surfacing	SY	520	\$12.00	\$6,240.00
Pickleball Nets and Posts	EA	2	\$1,500.00	\$3,000.00
4'-Tall Fence	LF	112	\$35.00	\$3,920.00
8'-Tall Fence	LF	110	\$50.00	\$5,500.00
Sports Lighting with Timers	EA	4	\$8,000.00	\$32,000.00
Electrical Distribution	LF	255	\$12.00	\$3,060.00
<b>Subtotal</b>				<b>\$137,896.00</b>
Design and Construction Contingences @ 10%				\$13,789.60
Professional Fees and Expenses @ 9%				\$13,651.70
<b>Total for Alternate Pickleball Courts</b>				<b>\$165,337.30</b>

<b>Alternate - On Street Parking</b>				
General Conditions	LS	1	\$5,014.00	\$5,014.00
Remove Existing Trees	EA	5	\$500.00	\$2,500.00
Remove Existing Concrete Curb and Gutter	LF	398	\$5.00	\$1,990.00
Remove Existing Bitumionous Paving	SY	167	\$4.00	\$668.00
Bituminous Paving (Parking Area)	SY	765	\$30.00	\$15,000.00
Concrete Curb and Gutter	LF	694	\$36.00	\$21,670.00
Concrete Valley Gutter	LF	316	\$36.00	\$8,064.00
Barrier Free Parking Sign	EA	1	\$250.00	\$250.00
Storm Water Management	LS	1	\$5,000.00	\$5,000.00
<b>Subtotal</b>				<b>\$55,156.00</b>
Design and Construction Contingencies @ 10%				\$5,515.60
Professional Fees and Expenses @ 9%				\$5,460.44
<b>Total for Alternate - On Street Parking</b>				<b>\$66,132.04</b>

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



Estimated at \$100,000



**ITEM 12. I.**

---

**TO:** Honorable Mayor and City Council

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

**DATE:** August 15, 2022

**SUBJECT:** **EATON PARK DESIGN CONTRACT**

---

The Eaton Park Committee has started fundraising to allow the first phase of the project to move forward in 2023. In order to move forward with construction, plans for the improvements need to be finalized. While a concept plan has been approved, construction plans are necessary to bid the project out. A proposal for completion of design and construction engineering is attached from MCSA (formerly MC Smith) out of East Grand Rapids, totaling \$99,445. MCSA has been the City's consultant on most park related projects (outside of Ketchum Park).

**BUDGET IMPACT:** The design and engineering work will be completed utilizing grant funds already approved and committed by the Marshall Community Foundation (\$50,000) and the Cronin Foundation (\$400,000).

**RECOMMENDATION:** Approve the contract with MCSA for Eaton Park design and engineering services in the amount of \$99,445 and authorize the Clerk to sign on behalf of the City.



Landscape Architecture  
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May 4<sup>th</sup>, 2022

Eric Zuzga  
Director of Community Services  
City of Marshall  
323 West Michigan Avenue

**RE: Eaton Park – Parking and Pickleball Court Improvements**

Dear Eric,

MCSA Group, Inc. is pleased to provide the City of Marshall with our proposal for professional services for Eaton Park Parking and Pickleball Court Improvements. These services will include Design Development, Engineering/Construction Documents; Assistance with Bidding; and Construction Administration and Observation. These services will be based upon Portions of the Phase One plan dated 12.27.2021 and include the Northern Parking lot, Parking Lot lighting 4 pickleball courts, boardwalk steps, stormwater utilities, stormwater detention/rain garden, utilities connections for future restroom building, removal of existing parking lot and landscaping.

For this project, our consultants will include:

Burgess Surveying – Topographic Survey  
Soils and Structures – Soil Borings/ Geotechnical Recommendations

Our services will include the following Work Tasks:

A. Design Development:

- Topographic and Boundary Survey: The entire parcel shall be surveyed including the adjacent streets on East and South side of the site. The adjacent hill side on the North and West side of the site to ball field one shall also be surveyed. Boundary survey shall also be provided to define property edge with northern neighbor. The information collected for this topographic survey may also be utilized for future phases of the project.
- Soil Borings: Soil borings shall be conducted at 10 locations on the site at various depths. Following the soil borings a report will be provided with recommendations for paving and foundation. The information

collected for this project may also be utilized for future phase of the project.

- Update site plan on topographic survey showing phase one construction.
- Meet with City to Review updated site plan and cost estimate

## B. Construction / Bid Documents

- Construction Plans
  - Existing Conditions/ Removals
    - Removal of existing parking lot
  - Site and Layout Plans
    - Parking Lot
    - Boardwalk
    - Retaining walls
    - Walkways
    - Pickleball Courts
    - Lighting Layout
  - Grading and Storm Drainage Plans
    - Grading Plan for Parking lot and Pickleball courts
    - Grading, Storm Drainage Plan, Rain Garden/Detention Area
  - Site Utility Plan
    - Site Electrical
    - Future water, sanitary, and electrical connections for Future Restroom Building.
  - Construction Details
    - Paving Details (Asphalt, Concrete, and Acrylic Surfacing)
    - Post Tension Concrete Details for Courts
    - Fencing Details
    - Site Lighting Details
    - Park Identification Sign
    - Board walk step
    - Retaining wall
    - Benches, Waste Receptacle, and Bike Racks

- SESC and Landscape Plans and Details
    - Evergreen Screening on Northside of Site
    - Raingarden Plantings
    - Restoration and Lawn Seeding
  
  - Bid Proposal and Specifications
    - Invitation to Bid
    - Contract General Conditions
    - Contract Technical Specifications
    - Contractor Qualifications Questionnaire
    - Bid Proposal Form
    - City Forms
  
  - Review Meetings with City will be held at 30%, 60% and 90%
- C. Bidding
- Coordination with City of Marshall
  - Advertise
  - Send Invitations to Contractor List
  - Send Documents to Plan Rooms
  - Bid Documents Distribution
  - Answer Bid Questions
  - Distribute Addenda
  - Review Bids – Recommend Award
- D. Construction Administration and Observation
- Pre-Construction Meeting
  - Review Submittals and Shop Drawings
  - Progress Meetings (As deemed necessary with construction progress)
  - Construction Observation Field Reports
  - Review and Certify Payment Applications
  - Prepare Bulletins and Change Orders
  - Prepare Punch List and Close Out Documents

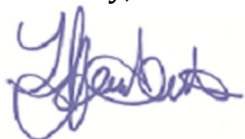


A summary of our professional fees for Eaton Park Improvements is as follows. Note that fees include all reimbursable (milage and printing):

Topographic and Boundary Survey	\$6,000.00
Soil Borings and Geo Technical Report	\$6,610.00
Construction Plans, Details, and Specifications	\$66,925.00
Bidding	\$4,790.00
Construction Administration	\$15,120.00
<b>Total</b>	<b>\$99,445.00</b>

We would like to meet with you and begin the work upon your authorization. If we can provide any additional information, contact me at any time.

Sincerely,



MCSA Group, Inc.  
Tiffany Smith, President

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title



8375 Ridgestone Dr. Byron Center, MI  
Phone: (616) 437-2249 Email: burgesssurveying@gmail.com

May 3, 2022

**Survey Proposal**

Prepared for: Attn: Tiffany Smith  
MCSA Group Inc.

**RE: Eaton Property City of Marshall**

**Type of Survey:**

- Topographic Survey of limits outlined on site plan, including all existing structures, boundaries, utilities, adjacent zoning, vegetation including trees, finish floor elevations, spot elevations, and 1 foot contour intervals. All storm and sanitary lines will have accurate rim elevations, invert elevations, line sizes and directions. All overhead/underground utilities, such as gas, water, cable and phone lines will be located. Survey will continue beyond the centerline of the adjacent roads to include r.o.w lines and driveways.

**Bid Price for the above services is .....\$6,000.00**

Burgess Surveying will require a signed copy of this form as our authorization to begin work. No cancellations will be permitted unless cancelled prior to work being done.

Thank you,

Adam C. Burgess P.S.

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

**If you have any questions feel free to contact me at burgesssurveying@gmail.com or 616-437-2249**



May 2, 2022

MCSA Group, Inc.  
529 Greenwood Avenue S.E.  
East Grand Rapids, Michigan 49506

Attention: Ms. Melinda Whitten

Regarding: Eaton Park  
Geotechnical Investigation  
Marshall, Calhoun County, Michigan

Dear Ms. Whitten:

Soils & Structures, Inc. is pleased to present a quotation for geotechnical engineering services for the above referenced project.

### **Geotechnical Services**

A total of 10 test borings are proposed to evaluate the underlying soil conditions for the design and construction of the proposed Eaton Park at 1113 Michigan Avenue in Marshall, Michigan. Tentatively, test borings depths of 5, 10 and 25 feet are proposed for a total of 90 feet of drilling and testing. **We assume we will be able to access the soil borings.**

Soil borings will be backfilled with cuttings and/or bentonite chips. Soil borings performed in asphalt or concrete will be patched with appropriate material. Excess cuttings will be disposed on site. We assume no other restoration will be necessary.

Laboratory tests will be performed, as appropriate, on representative samples of the soil. The anticipated laboratory tests include classification, water content, and sieve tests.

The report will be prepared by a registered geotechnical engineer and will include the following information.

- A description of the tests performed
- Discussion of the surface and subsurface conditions including groundwater conditions
- Recommendations for site and building pad preparation
- Recommendations for foundations including the seismic classification
- Recommendations for asphalt and or concrete paving
- Recommendations for groundwater management and drainage
- Recommendations for fill
- Recommendations for quality control testing

<b>Quotation:</b>	<b>Price</b>	<b>QTY</b>	<b>Subtotal</b>
Mobilization of Drill Rig	\$1,250.00	1	\$1,250.00
<b>Drilling &amp; Sampling per ASTM D 1586 - Initial 90 feet of drilling</b>	\$16.50	90	\$1,485.00
<b>Drilling &amp; Sampling per ASTM D 1586 - Added drilling per foot</b>	\$16.50	0	\$0.00
Engineering Report	\$2,500.00	1	\$2,500.00
Field Engineering & Miss Dig	\$750.00	1	\$750.00
Laboratory Classification & Testing	\$625.00	1	\$625.00
<b>Total</b>			<b>\$6,610.00</b>

Soils & Structures will contact Miss Dig utility locate service to identify any public utilities in the vicinity prior to mobilizing to the site. The owner is responsible for locating their private utilities. We request that you coordinate with the owner to locate any private utilities on site that are not part of the Miss Dig system. Soils & Structures will not be responsible for damage to unmarked private utilities.

If requested Soils & Structures will contract ground penetrating radar (GPR) service for an additional cost not included in the proposal, to locate private utilities.

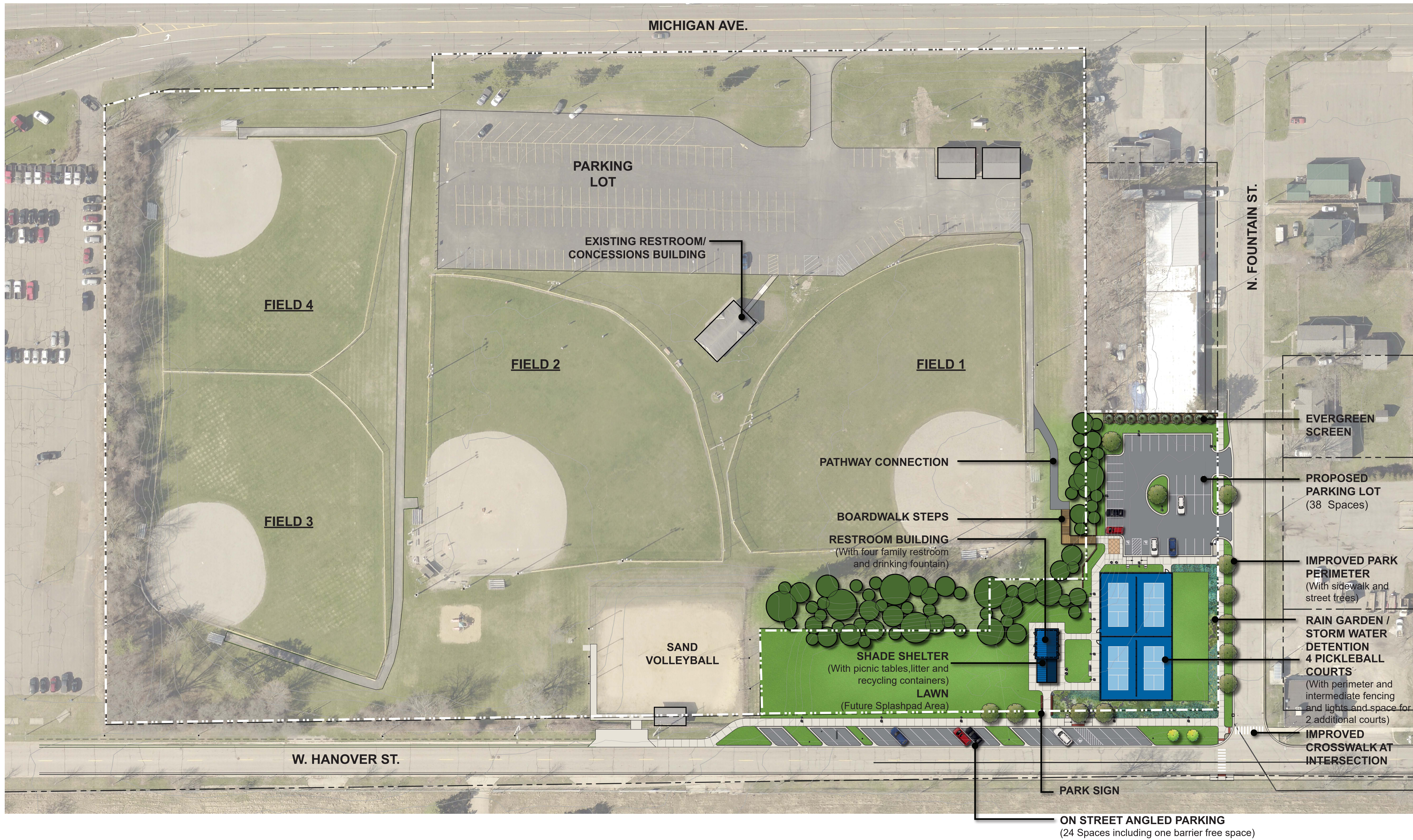
We look forward to being of service to you. Please contact our office with any questions you may have.

Sincerely,  
Soils & Structures, Inc.

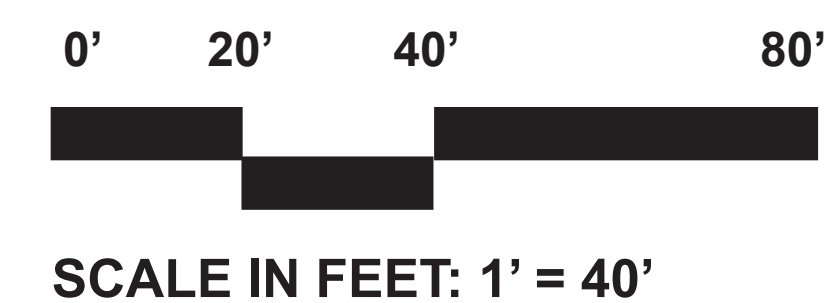


Jon Erickson  
Director of Field Operations





**PHASE ONE PLAN**  
**EATON PROPERTY MASTER PLAN**  
 CITY OF MARSHALL, MICHIGAN



DATE  
 12.27.2021  
 PROJECT NO.  
 2110

