

CITY COUNCIL AGENDA

Regular Meeting

February 2, 2026 at 7:00 PM



- 1) **CALL TO ORDER**
- 2) **ROLL CALL**
- 3) **INVOCATION**
- 4) **PLEDGE OF ALLEGIANCE**
- 5) **APPROVAL OF AGENDA** - Items can be added or deleted from the Agenda by City Council action.
- 6) **PUBLIC COMMENT ON AGENDA ITEMS** Persons addressing City 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 three (3) minutes. Comments shall address AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion (Item 10) of the meeting agenda. Non-Agenda items shall be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS (Item 14) portion of the meeting agenda.
- 7) **CONSENT AGENDA**
 - A. **City Council Minutes**
Regular Session - January 20, 2026
 - B. **City Bills**

Purchases 1/16/2026	\$1,483,680.42
Purchases 1/23/2026	\$220,149.12
TOTAL	\$1,703,829.54
 - C. **SPECIAL EVENT APPLICATION - BLUESFEST**
- 8) **PRESENTATIONS AND RECOGNITIONS**
 - A. **BROOKS NATURE AREA ADVISORY BOARD**
- 9) **INFORMATIONAL ITEMS**
- 10) **PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION** Persons addressing City 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 three (3) minutes per public hearing.
 - A. **RESOLUTION 2026-3 - OPRA CERTIFICATE APPLICATION - 211-213 EAST MICHIGAN AVE.**
 - B. **RESOLUTION 2026-4 - OPRA CERTIFICATE APPLICATION - 201-203 WEST MICHIGAN AVE.**
- 11) **OLD BUSINESS**
- 12) **REPORTS AND RECOMMENDATIONS**
 - A. **SET PUBLIC HEARING - SPECIAL LAND USE #SLU25-001**
- 13) **APPOINTMENTS / ELECTIONS**
 - A. **APPOINTMENT - ZONING BOARD OF APPEALS**

MAYOR: Scott Wolfersberger CITY MANAGER: Derek N. Perry
COUNCIL MEMBERS: Theresa Chaney-Huggett, Jacob Gates, James Hackworth,
Andrew Scibbe, Ryan Traver, Ryan Underhill
, 323 W Michigan Ave, Marshall, MI 49068

B. APPOINTMENT - NORTHEAST NEIGHBORHOOD IMPROVEMENT AUTHORITY

C. APPOINTMENT - SOUTH NEIGHBORHOOD IMPROVEMENT AUTHORITY

14) PUBLIC COMMENT ON NON-AGENDA ITEMS Persons addressing City 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 two (2) minutes. Comments shall address NON-AGENDA ITEM topics. Public Hearing items shall be addressed during the PUBLIC HEARING portion (Item 10) of the meeting agenda. Agenda items should be addressed during the PUBLIC COMMENT-AGENDA ITEMS (Item 6) portion of the meeting agenda.

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

CITY COUNCIL MINUTES

January 20, 2026

Regular Meeting - 7:00 PM

1) **CALL TO ORDER**

IN A REGULAR SESSION held on Tuesday, January 20, 2026 at 7:00 PM in the Council Chambers of City Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Wolfersberger.

2) **ROLL CALL**

Roll was called:

Present: Mayor Scott Wolfersberger, Theresa Chaney-Huggett, James Hackworth, Andrew Scibbe, Ryan Traver, and Ryan Underhill

Also Present: Manager Perry and Clerk Eubank

Absent: Jacob Gates

Moved by Andrew Scibbe, supported by Ryan Underhill to excuse member Gates. On a voice vote: **Motion carried.**

3) **INVOCATION**

4) **PLEDGE OF ALLEGIANCE**

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

Moved by Ryan Traver, supported by Andrew Scibbe to approve the agenda as presented. On a voice vote: **Motion carried.**

6) **PUBLIC COMMENT ON AGENDA ITEMS** Persons addressing City 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 three (3) minutes. Comments shall address AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion (Item 10) of the meeting agenda. Non-Agenda items shall be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS (Item 14) portion of the meeting agenda.

Kelly Isaac of N Liberty, Steve Meyer of Bellevue, Barry Wayne Adams of 622 W Green St, Regis Klingler of 348 Butler Ct, Josh Holsibus of Marshall, Jamie Anderson of Granger, and Ron Estisse of Granger gave public comment.

7) **CONSENT AGENDA**

Moved by James Hackworth, supported by Ryan Traver to approve the consent agenda as presented. On a roll call vote:

Ayes: Theresa Chaney-Huggett, James Hackworth, Andrew Scibbe, Ryan Traver, Ryan Underhill, Scott Wolfersberger

Nays: None

Abstain: None

Motion carried.

A. **City Council Minutes**
Regular Session - January 10, 2026

B. **City Bills**

Purchases 12/31/25	\$47,933.83
Purchases 1/7/26	\$4,819.69
Purchases 1/9/26	\$239,774.46
Purchases 1/12/26	\$385,749.91
December Power Purchase	\$804,015.18
TOTAL	\$1,482,293.07

C. SECOND QUARTER FY2026 FINANCIAL REPORT

D. SECOND QUARTER FY2026 CASH POSITION REPORT

E. REPORT - CALHOUN COUNTY PARKS MILLAGE ALLOCATION

8) PRESENTATIONS AND RECOGNITIONS

A. CHOOSE MARSHALL - MAEDA UPDATE

James Durian gave an update on Choose Marshall- MAEDA.

9) INFORMATIONAL ITEMS

10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION Persons addressing City 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 three (3) minutes per public hearing.

A. JULY 1, 2026 — JUNE 30, 2032, CAPITAL IMPROVEMENT PROGRAM (CIP) ADOPTION

Mayor Wolfersberger opened the public hearing on the July 1, 2026–June 30, 2032, Capital Improvement Program at 7:33 pm.

Barry Wayne Adams spoke during the public hearing.

Mayor Wolfersberger closed the public hearing on the July 1, 2026–June 30, 2032, Capital Improvement Program at 7:36 pm.

Moved by Andrew Scibbe, supported by Ryan Traver to approve the July 1, 2026, through June 30, 2032, Capital Improvement Program (CIP) as presented. On a voice vote: **Motion carried.**

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

A. 2026 ACTION PLAN

Moved by James Hackworth, supported by Ryan Traver to approve the 2026 Action Plan as presented. On a voice vote: **Motion carried.**

B. CONTRACT - TRASH AND RECYCLING

Moved by Ryan Traver, supported by Andrew Scibbe to approve the Trash and Recycle proposal from Granger Waste and authorize city staff to negotiate a contract between the City of Marshall and Granger Waste of Lansing Michigan in substantial form, and authorize the City Manager and City Clerk to sign the necessary documents. On a roll call vote:

Ayes: James Hackworth, Andrew Scibbe, Ryan Traver, Ryan Underhill, Scott Wolfersberger, Theresa Chaney-Huggett

Nays: None

Abstain: None

Motion carried.

C. CONTRACT - ELECTRIC LINE CLEARANCE AND VEGETATION MAINTENANCE

Moved by James Hackworth, supported by Ryan Underhill to approve the 2026-2028 line clearance contract to Top to Bottom Tree Service of Marshall, Michigan as presented, and authorize the City Manager and City Clerk to sign the necessary documents. On a roll call vote:

Ayes: Andrew Scibbe, Ryan Traver, Ryan Underhill, Scott Wolfersberger, Theresa Chaney-Huggett, James Hackworth

Nays: None

Abstain: None

Motion carried.

D. RESOLUTION 2026-02 - AMENDMENT 1 TO JOINT USE CONTRACT BETWEEN AT&T AND CITY OF MARSHALL

Moved by Ryan Traver, supported by James Hackworth to approve Resolution 2026-02, A Resolution to amend the Joint Use Contract between the City of Marshall and AT&T and authorize the City Manager and City Clerk to sign the necessary documents. On a roll call vote:

Ayes: Ryan Underhill, Scott Wolfersberger, Theresa Chaney-Huggett, James Hackworth, Andrew Scibbe, Ryan Traver

Nays: None

Abstain: None

Motion carried.

**CITY OF MARSHALL, MICHIGAN
RESOLUTION No. 2026-02**

**A RESOLUTION TO APPROVE THE FORM AND AUTHORIZE THE
EXECUTION OF
AMENDMENT NUMBER 1 TO JOINT USE CONTRACT BETWEEN THE
BOARD OF ELECTRIC LIGHT AND WATER COMMISSIONERS OF THE CITY OF
MARSHALL
d/b/a CITY OF MARSHALL AND MICHIGAN BELL TELEPHONE CO. d/b/a
AT&T MICHIGAN**

Minutes of a regular meeting of the Council of the City of Marshall, held on January 20, 2026 at 7:00 PM.

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____, and supported by _____.

WHEREAS, the City of Marshall, Michigan (the "City") owns and operates its municipal electric utility for the benefit of its customers; and

WHEREAS, on March 28, 1930, the City entered into a Joint Use Contract with Michigan Bell Telephone Company ("Michigan Bell") under which the City and Michigan Bell each agreed to allow the other party to attach to poles owned by one party or the other under conditions specified in the Joint Use Contract; and

WHEREAS, Article X of the Joint Use Contract originally provided for an annual rental of two dollars (\$2.00) per pole for attachments to the poles of either party; and

WHEREAS, Article XI of the Joint Use Contract provided that the rental fee for pole attachments would be subject to adjustment every five years; and

WHEREAS, the City and AT&T Michigan, as the successor in interest to Michigan Bell Telephone Company, have agreed to amend the Joint Use Contract to adjust the pole rental charge and to provide for each of the parties to become a participating member of the National Joint Utilities Notification System ("NJUNS"), or some other mutually agreed electronic notification system, to facilitate required notices, by adopting Amendment 1 to the Joint Use Contract in the form attached to this Resolution or on file with the City Clerk,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MARSHALL, AS FOLLOWS:

SECTION 1. That Amendment 1 to the Joint Use Contract originally made effective March 28, 1930, substantially in the form attached to this Resolution or filed with the City Clerk is hereby approved and the City Manager of the City is hereby authorized to execute and deliver Amendment 1 to the Joint Use Contract with such changes as the City Manager may approve as neither inconsistent with this Resolution nor materially detrimental to the City, his

execution of the Amendment 1 to the Joint Use Contract to be conclusive evidence of such approval.

SECTION

2. If any section, subsection, paragraph, clause or provision or any part thereof of this Resolution shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Resolution shall be unaffected by such adjudication and all the remaining provisions of this Resolution shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 3. That this Resolution shall take effect at the earliest date allowed by law.

SECTION 4. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in conformance with applicable open meetings laws and that all deliberations of this Council and of any committees that resulted in those formal actions were in compliance with all legal requirements including any applicable open meetings requirements.

Resolution declared adopted this 20th day of January 2026.

Michelle Eubank, City Clerk

I, Michelle Eubank, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on January 20, 2026 and that the said meeting was conducted and that minutes of the meeting were kept and will be or have been made available.

Michelle Eubank, City Clerk

E. PURCHASE - F350 PICKUP TRUCK FOR ELECTRIC DEPARTMENT

Moved by James Hackworth, supported by Ryan Underhill to approve the purchase of a Ford F350 pickup truck from Gorno Ford, Woodhaven, Michigan, in the amount of \$69,732 and authorize the City Manager and City Clerk to sign the necessary documents. On a roll call vote:

Ayes: Theresa Chaney-Huggett, James Hackworth, Andrew Scibbe, Ryan Traver, Ryan Underhill, Scott Wolfersberger

Nays: None

Abstain: None

Motion carried.

13) APPOINTMENTS / ELECTIONS

14) PUBLIC COMMENT ON NON-AGENDA ITEMS Persons addressing City 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 two (2) minutes. Comments shall address NON-AGENDA ITEM topics. Public Hearing items shall be addressed during the PUBLIC HEARING portion (Item 10) of the meeting agenda. Agenda items should be addressed during the PUBLIC COMMENT-AGENDA ITEMS (Item 6) portion of the meeting agenda.

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

The meeting was adjourned at 8: 35 pm.

Respectfully submitted by,

Michelle Eubank
City Clerk

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
103018	ALEXANDER CHEMICAL COR.	CHLORINE GAS	2026.209	1,609.97
1CY6-T4QV-KDRT	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 USB CARD READER		16.48
01122026	ASHBY, RON	ARTICLE 40 SECTION 1: MEALS 1/2/26 - 1/1		45.00
INV10715	AZTECA SYSTEMS HOLDING	CITYWORKS LICENSE RENEWAL	2026.154	19,201.24
19067	BUD'S TOWING & AUTOMOT	DART BUS INSPECTION & MAINTENANCE		99.25
19116	BUD'S TOWING & AUTOMOT	DART BUS INSPECTION & MAINTENANCE		111.03
01132026	CALHOUN COUNTY TREASUR	2025 WINTER AD VALOREM DIST #2		219,109.23
01132026	CALHOUN INTERMEDIATE S	2025 WINTER AD VALOREM DIST #2		300,165.68
1600046	CLARK HILL PLC	CLIENT NO. K9950 SERVICES THROUGH 6/30/2		175.00
01/15/2026	CONNIE ANDERSON	UB refund for account: 4299		58.80
01/15/2026	COTTON. LUEWELLA	UB refund for account: 3005600011		0.12
01132026	DEGRAW, DAVID & VICKI	2025 WINTER TAX DUPLICATE PAYMENT		1,164.95
9351405374	GRAYBAR ELECTRIC	250' DROP CABLE W/ BLANK ENDS		1,211.08
9351421582	GRAYBAR ELECTRIC	PRODIGY CONVERTERS, FIBER CABLE		420.13
01062026	GROENEVELD, ANDREW	BOOT ALLOWANCE - GROENEVELD, ANDREW		237.44
01122026	HEATH, MIRANDA	ARTICLE 40 SECTION 1: MEALS 1/2/26 - 1/1		30.00
01/15/2026	ISABELLA SWAN	UB refund for account: 4102		33.90
01/15/2026	JEFF BENTLEY	UB refund for account: 1516		52.20
01132026	KELLOGG COMMUNITY COLL	2025 WINTER AD VALOREM DIST #2		174,141.81
01122026-A	LANGFORD, SEAN	ARTICLE 40 SECTION 1: MEALS 1/11/26		15.00
01122026-B	LANGFORD, SEAN	ARTICLE 40 SECTION 1: MEALS 1/2/26		15.00
01122026-A	LAUPP, DAKODA	ARTICLE 40 SECTION 1: MEALS 1/11/26		15.00
01122026-B	LAUPP, DAKODA	ARTICLE 40 SECTION 1: MEALS 1/2/26		15.00
01152026	MAEDA	TRANSFER ATHLETICO MANAGEMENT MARSHALL C		220.00
01132026	MARSHALL AREA FIRE FIG	2025 WINTER AD VALOREM DIST #2		67,255.40
12012025-30234	MARSHALL HARDWARE, LLC	26" SNOW PUSHER, 20" SNOW SHOVEL		119.96
12012025-30253	MARSHALL HARDWARE, LLC	SNOW SCOOP, CORD PLUG		36.37
01132026	MARSHALL PUBLIC SCHOOL	2025 WINTER AD VALOREM DIST #2		395,404.94
01142026	MICHIGAN ASSOC OF MUNI	2026 MAMC INSTITUTE FOR DEPUTY CLERK		800.00
4788-459998	O'REILLY FIRST CALL	ACCT NO. 1741510 100OZ CAR WASH, DRYING		38.97
521	OAKLAWN OCCUPATIONAL M	DRUG SCREENING		40.00
01/15/2026	SEAN KELLY	UB refund for account: 3933		39.00
172286	SPARTAN BARRICADING &	'2025 CHRISTMAS PARADE BARRICADES & TRAFF	2026.206	8,400.00
01132026	TACC	2025 WINTER AD VALOREM DIST #2		256,575.97
300	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 1/5/26 - 1/11/26	2026.011	5,582.50
6302	UTB TRANSFORMERS	1000 KVA TRANSFORMER QUOTE# 9904-01 (FOR	2026.093	31,179.00
01122026	WISE, TIM	ARTICLE 40 SECTION 1: MEALS 1/2/26 - 1/1		45.00
GRAND TOTAL:				1,483,680.42

User: KWAGNER
DB: Marshall

PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
I5180	ABLE HEATING & COOLING	NEW HEATER & COOLING UNIT FOR DPW BUILDI	2026.185	2,460.00
1P6Q-KMKL-676K	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 STAPLES		16.28
14WT-F6J6-7LGW	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 ARCHERY TARGETS		40.94
1YDF-W4QG-4RGR	AMAZON CAPITAL SERVICE	UNIFORMS - SANDERS, TIM		61.94
1DR9-RWC3-1R7X	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 WORK PANTS		46.16
1QWP-17YK-7NCR	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 WORK PANTS		92.32
1DR9-RWC3-WQMD	AMAZON CAPITAL SERVICE	RETURNED FIRE RESISTANT SHIRT		(39.76)
1Y44-R3FW-6D4Y	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 INDOOR FLAG POLE		109.84
1VRT-1THK-J1D9	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 CORK BOARD		35.89
1CVQ-NCHT-HLKR	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 WALL CLOCK, GAVE		89.94
225-535952	AUTO VALUE MARSHALL	ACCT NO. 22500610 BATTERY CORE RETURN		(18.00)
225-535953	AUTO VALUE MARSHALL	ACCT NO. 22500610 CONTOUR BLADES		63.56
225-535968	AUTO VALUE MARSHALL	ACCT NO. 22500610 1/4 MALE PLUG, FEMALE		8.48
225-535969	AUTO VALUE MARSHALL	ACCT NO. 22500610 VEHICLE BATTERY		212.08
225-536069	AUTO VALUE MARSHALL	ACCT NO. 22500610 OIL FILTERS, OIL		122.96
225-536116	AUTO VALUE MARSHALL	ACCT NO. 22500610 WINDSHIELD WIPER FLUID		24.30
225-536202	AUTO VALUE MARSHALL	ACCT NO. 22500610 OIL FILTER, OIL		55.30
225-536273	AUTO VALUE MARSHALL	ACCT NO. 22500610 OIL FILTER, OIL		55.30
BN165899	BALTIC NETWORKS	MIKROTIK ROUTERS		1,290.00
BN164624-F2	BALTIC NETWORKS	MIKROTIK ROUTERS		2,119.00
5237	BENDZINSKI & CO.	ADVISORY SERVICES FOR ANNUAL DISCLOSURE		1,000.00
01042026	BRONSON HEALTHCARE GRO	ACCT NO. 700003456 MCOLES PHYSICAL EXAMS		438.00
404-10167	BRONSON HELPNET	EMPLOYEE ASSISTANCE PROGRAM 1/1/26 - 3/3		1,075.86
12/16/25	CINTAS CORP	UNIFORM SERVICES 12/16/25		154.65
12/23/25	CINTAS CORP	UNIFORM SERVICES 12/23/25		170.87
12/30/25	CINTAS CORP	UNIFORM SERVICES 12/30/25		170.87
1/7/26	CINTAS CORP	UNIFORM SERVICES 1/7/26		170.87
1/13/26	CINTAS CORP	UNIFORM SERVICES 1/13/26		170.87
4255299751	CINTAS CORP	CITY HALL MAT SERVICE 1/5/26		58.00
4256636190	CINTAS CORP	CITY HALL MAT SERVICE 1/16/26		58.00
1026571273	COMFORT INN & SUITES	(LODGING FOR EGLE COURSE 3/24/26 - 3/26/2		205.80
9328757266	CONSUMERS ENERGY	2026 MIJUNS MEMBERSHIP FEE		310.00
JANUARY2026	CONSUMERS ENERGY	CONSUMERS ENERGY UTILITY BILLS JANUARY 2		11,805.59
194496	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES MRLEC		104.96
194557	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES PSB		448.50
663717	DARLING ACE HARDWARE	BALL VALVE, JOINT COMPOUND, TUBE STRAP		81.87
663739	DARLING ACE HARDWARE	PRIMER, PAINT, PAINTING SUPPLIES		286.05
663768	DARLING ACE HARDWARE	ICE MELT SALT, JOINT COMPOUND, POLE SAND		86.92
663864	DARLING ACE HARDWARE	WALL PLATE, TELEPHONE LINE CABLE		14.78
663931	DARLING ACE HARDWARE	NUTS, BOLTS		1.58
663933	DARLING ACE HARDWARE	STEEL ANGLED SLOT 1-1/2 X 48"		26.99
663953	DARLING ACE HARDWARE	NUTS, BOLTS		3.08
663956	DARLING ACE HARDWARE	NUTS, BOLTS		(0.82)
663959	DARLING ACE HARDWARE	BATTERIES		16.99
663965	DARLING ACE HARDWARE	2" ADHESIVE LETTERS & NUMBERS		37.95
663982	DARLING ACE HARDWARE	AIR PLUG 1/4"		2.99
663973	DARLING ACE HARDWARE	PAINT BRUSHES		36.96
663985	DARLING ACE HARDWARE	WIRE STRIPPER, ELECTRIC TAPE		30.98
664005	DARLING ACE HARDWARE	PAINT, JOINT COMPOUND, ROLLER		64.97
664029	DARLING ACE HARDWARE	CLOROX WIPES, WIRE HOOK, NUTS		29.95
664024	DARLING ACE HARDWARE	DEEP SOCKET 1/2 X 18MM		12.99
664065	DARLING ACE HARDWARE	CITRI-STRIP GEL		16.99
664064	DARLING ACE HARDWARE	FOAM BRUSH, PUTTY KNIFE		4.18
664170	DARLING ACE HARDWARE	PIPE THREAD SEAL		18.98
664154	DARLING ACE HARDWARE	SANDING SPONGE, CAULK GUN, POLYCRYLIC GL		116.59
664286	DARLING ACE HARDWARE	TELEPHONE LINE CABLE		(13.99)
664288	DARLING ACE HARDWARE	MICROFIBER CLOTHS		13.99
664273	DARLING ACE HARDWARE	SURGE PROTECTOR, GARDEN SPRAYER 1GAL		76.97
19578	FREDRICKSON SUPPLY, LL	PART #73698-02-T SHAFT		824.50
H25178-A	GORNO FORD, INC	2026 FORD UTILITY AWD SUV HYBRID PATROL	2026.114	51,485.00
9761775023	GRAINGER	FURNACE FILTERS		75.72
2718692	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT PSB 12/31/25		51.00
2723355	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT MRLEC 1/6/26		88.00
01132026	HOME DEPOT CREDIT SERV	ACCT NO. 6035 3225 3883 7836 PAINT, CONC		368.21
CI-10615	HYDROCORP LLC	RESIDENTIAL CC PROGRAM YEAR 1 DECEMBER 2	2026.014	2,859.64
CI-10617	HYDROCORP LLC	YEAR 1 COMMERCIAL CROSS CONNECTION PROGR	2026.010	1,403.99
3191533137	IDEXX DISTRIBUTION, IN	FECAL COLIFORM TESTING SUPPLIES	2026.196	3,039.15
186873	IMPACT SOLUTIONS	SHIPPING & HANDLING/PROCESS FEE		27.00
0011834	JUSTICE FENCE ACQUISIT	REPAIR MRLEC FENCE FROM FALLEN TREE	2026.131	3,132.00
0011871	JUSTICE FENCE ACQUISIT	NEW 5' GATES AT WATER PLANT	2026.148	1,812.00
20834	KANSAS MUNICIPAL UTILI	POWER PLANT TECHNOLOGY PROGRAM TUITION -	2026.115	800.00
20835	KANSAS MUNICIPAL UTILI	POWER PLANT TECHNOLOGY PROGRAM TUITION -	2026.115	800.00
20836	KANSAS MUNICIPAL UTILI	POWER PLANT TECHNOLOGY PROGRAM TUITION -	2026.115	800.00
20837	KANSAS MUNICIPAL UTILI	POWER PLANT TECHNOLOGY PROGRAM TUITION -	2026.115	800.00
S116106915.001	KENDALL ELECTRIC INCOR	SOFTWARE FOR SCADA SYSTEM - "FACTORYTALK	2026.207	8,800.19
0026511-IN	KRUM PUMP & EQUIPMENT	(JOCKEY PUMP FOR ENGINE #5	2026.030	11,437.50
2512-565856	LEGG LUMBER	DRYWALL SCREWS, JOINT TAPE, PUTTY KNIFE,		126.13
2601-566524	LEGG LUMBER	3/4" AC PLYWOOD 54PC, WHITE TRIM		70.98
020604	LEWEY'S SHOE REPAIR	BOOT ALLOWANCE - WISE, JOSH		42.98

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
020626	LEWEY'S SHOE REPAIR	BOOT ALLOWANCE - LUIB, EARL		150.00
77415	MANER COSTERISAN	FY2025 PREPARATION OF F-65 REPORT		1,800.00
01142026-32139	MARSHALL HARDWARE, LLC	6" MILL FILE		9.49
01152026-32169	MARSHALL HARDWARE, LLC	ICE SALT 50LBS		39.98
01132026	MCGINTY, HITCH, PERSON	CLIENT NO. 4030.001 SERVICES THROUGH 12/		13,027.00
2169-31	MCSA GROUP, INC.	EATON PARK CONSTRUCTION ADMINISTRATION D2026.102		6,000.00
315100526051819	MENARDS COMMERCIAL	CREDIT ACCT NO. 587737 IRON PIPE WRENCH		2.24
2020-16405	MICHIGAN RURAL WATER A.	2026 ANNUAL CONFERENCE - AMBLER		435.00
65256	MIDWEST COMMUNICATION	FIBER OPTIC LABOR & MATERIALS		1,806.39
0150125-IN	MIDWEST ELECTRIC MOTOR	CARVER PARK PUMP REBUILD		1,061.92
2044293	MILLER JOHNSON ATTORNE	CLIENT NO. 52636 SERVICES THROUGH 12/31/		671.50
2579	MPARKS-MICHIGAN REC &	2026 ANNUAL AGENCY & REGIONAL DUES		1,282.50
01202026	NYE, MICKEY	GARBAGE REMOVAL AT PARKS		44.25
4788-463468	O'REILLY FIRST CALL	ACCT NO. 1741510 STRAPS		66.71
4788-463483	O'REILLY FIRST CALL	ACCT NO. 1741510 MAP SENSOR		30.09
3341403	OFFICE THREE SIXTY INC	HAND SOAP		66.23
231079275	PARTY TIME EVENTS LLC	2026 BLUES FEST TABLES/TENTS/CHAIRS RENT.		4,700.00
89261	PEERLESS MIDWEST, INC.	WELL #4 PULL & OVERHAUL PUMP	2026.136	28,375.00
2025120071	PEOPLEFACTS LLC	BACKGROUND/FINANCE CHECK		19.88
56947102	POWER LINE SUPPLY	UNIFORMS - POWERS, MATT		116.50
56947754	POWER LINE SUPPLY	ONE POINT CLEVIS		958.20
56947745	POWER LINE SUPPLY	1/0 CU SPLIT BOLT		141.50
19715	PRECISE MACHINING UNLI	REPAIR HYDRO UNIT PARTS		425.00
01042026	QUADIENT FINANCE USA,	ACCT NO. 7900 0440 5582 9307 POSTAGE DEC		2,480.00
25-0371	QUALITY EXCAVATORS INC	REMOVE SNOW FROM DOWNTOWN 1/2/26		1,450.00
3098645	RESCO	AERIAL SPACERS - RTL-46 STOCK #E227	2026.208	3,091.20
01012026	SPARTAN STORES, LLC	CUST NO. 021063 WWTP LAB WATER & SUPPLIE		264.44
1285623	STEENSMA	CUST NO. 5154 HAND HELD CONTROL KIT		928.20
1287654	STEENSMA	CUST NO. 5154 ASM MOTION CONTROL, CHUTE		111.25
X306278515:01	STOOPS FREIGHTLINER	REPAIRS TO TRUCK #328		204.57
7615852	TEREX USA, LLC	ANNUAL INSPECTION & REPAIRS TRUCK #303		1,476.59
BC-PSINV043801	THERMALNETICS, INC.	3 YEAR HVAC SERVICE AGREEMENT (YEAR 3) J.2026.002		1,040.58
25990	TIRE CITY AUTO REPAIR	REPAIRS TO TRUCK #115 2017 FORD F-250	2026.205	1,094.21
301	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 1/12/26 - 1/18/2	2026.220	5,655.00
A518D87D	TREVIPAY	PARALLEL JAW GRIP (2)		766.89
INV00916909	USABLUEBOOK	HACH DPD FOR 10 ML SAMPLES 100/PK		74.33
INV00916942	USABLUEBOOK	2" HYDRANT BACKFLOW PREVENTER	2026.188	2,230.94
INV00919575	USABLUEBOOK	PUMP REPAIR KIT		426.16
INV00925021	USABLUEBOOK	LAB SUPPLIES		1,085.56
INV00925795	USABLUEBOOK	COREPRO 15' SAMPLER 3 SECTIONS		240.20
1822	V & V ASSESSING LLC	ASSESSING SERVICES FEBRUARY 2026	2026.001	5,200.00
6132498028	VERIZON WIRELESS	ACCT NO. 987146080-00001 12/2/25 - 1/1/2		1,601.40
5853529	VITAL RECORDS CONTROL	MRLEC SHRED SERVICE DECEMBER 2025		106.61
01232026	WAGNER, KRISTINA	REIMBURSEMENT FOR OFFICE FURNITURE		315.26
10619	WATERSOLVE, LLC	SLUDGE TREATMENT POLYMER	2026.178	13,404.00
12292025	WOW! BUSINESS	ACCT NO. 274877501 FIRE STATION		159.92
41459650	XEROX FINANCIAL SERVIC	ACCT NO. 1017736 XEROX LEASE 211-1017736		290.00
41487727	XEROX FINANCIAL SERVIC	ACCT NO. 1017736 XEROX LEASE 111-1017736		2,044.95
41487996	XEROX FINANCIAL SERVIC	ACCT NO. 4110874 XEROX LEASE 111-4110874		176.18
GRAND TOTAL:				220,149.12



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 Blue Fest

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

Mailing/Billing Address: 323 W Michigan Avenue

City/State/ZIP Code: Marshall, MI 49068

Business Phone: 269-781-5163 Cell Phone:

Email Address(es): kimber@choosemarshall.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: Saturday, June 27, 2026

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

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

3. Please describe the event(s): Music festival

4. What is the requested location(s) of the event(s): Downtown Marshall on Michigan Ave between Eagle and Madison Streets, and on N. Eagle between Mansion Street and Michigan Avenue

5. Does this event require a street closure? [X] Yes [] No Street Name: Michigan Ave and Eagle St

Start and End Locations: See #4 above

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? Last Sat in June
- 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 X No _____
- 9. Does the applicant wish to prohibit vending within the event area? Yes X No _____
- 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 _____ No X
- 12. Will the event require the hanging of a banner? Yes X No _____
- 13. Is the applicant requesting special parking arrangements, such as reserved parking? Yes _____ No X

Public Services

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

Public Safety

- 18. Does the applicant have any special security or safety concerns? Yes X No _____
- 19. Are you requesting assistance from the Police/Fire Departments? Yes X No _____
- 20. Will the event include loud or unusual sounds?
 - a. Musicians Yes X No _____
 - b. Singers Yes X No _____
 - c. Amplified Announcers Yes X No _____
 - d. Carnival Rides Yes _____ No X
 - e. Motor Vehicle Noises Yes _____ No X
 - f. Other _____ Yes _____ No X
- 21. What are the planned hours for loud or unusual sounds? 1pm to 11 pm
- 22. Will the event include unusual lighting beyond what is normal at that location? Yes _____ No X

Alcohol Consumption

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

Applicant Signature

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

Applicant Signature: _____

Printed Name: _____

Michael Beck / CHAIR DOWNTOWN DEVELOPMENT AUTHORITY

Date: _____

06/15/2025

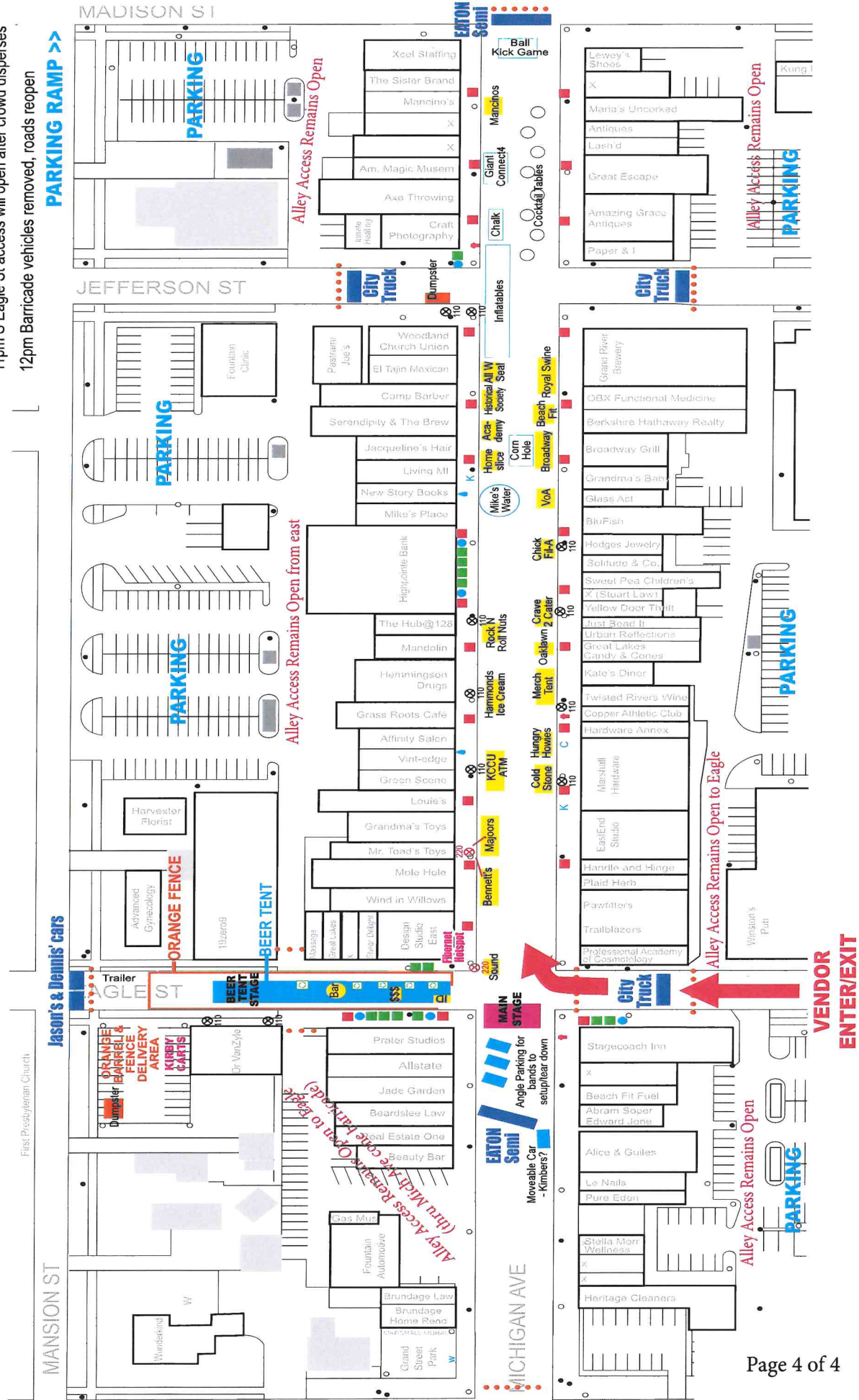
The APPLICANT does hereby agree to indemnify, hold harmless and defend the CITY and each of its officers, officials, employees, agents and authorized volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including 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.

BLUESFEST 2025

- Barricade Truck
- Vendor
- Orange Traffic Cones
- Dumpster
- Rolling Trash Can
- Portajohn
- Sink
- Recycled Cans
- 110 Power Drop
- 220 Power Drop

TIMELINE:

- 11am Roads close@orange cones/barricades
- Vendors access open at South Eagle St ONLY
- 2pm VENDOR ACCESS CLOSES at S Eagle St
- 3pm Music/event starts
- 11pm Music/event ends - No tear down before 11pm
- 11pm S Eagle St access will open after crowd disperses
- 12pm Barricade vehicles removed, roads reopen



ITEM: 10.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marcia Strange, Director of Community Development
DATE: February 2, 2026
SUBJECT: **RESOLUTION 2026-3 - OPRA CERTIFICATE APPLICATION - 211-213 EAST MICHIGAN AVE.**

The project at 211-213 is using two incentives: a Brownfield Plan and an Obsolete Property Rehabilitation Exemption. Both have been previously discussed at City Council and the Brownfield Plan has approval. The City of Marshall has an OPRA policy that outlines the process for OPRA's which aligns with State of Michigan requirements for the use of an OPRA as a tool to development. As part of the process, following the establishment of the OPRA district, approval is needed for an OPRA Certificate Application. Tonight we are holding the public hearing and asking for approval of a resolution to approve the OPRA certificate for 211-213 East Michigan Avenue. This is the next step in the process before it is submitted to the State.

BUDGET IMPACT:

The applicant is expected to invest in excess of \$3,000,000. The OPRA incentivizes this type of investment by delaying the anticipated increase in taxes until after the OPRA timeline of 12 years is complete. The taxable value of the property will be frozen for the next 12 years, so the City will not lose any revenue, but we will forego any revenue increase over the life of the OPRA exemption. When the OPRA exemption is completed, the property will return to the regular tax rolls at its full taxable value.

RECOMMENDATION:

Approve Resolution 2026-03, A Resolution to APPROVE an OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE APPLICATION for THE PROJECT LOCATED AT 211 and 213 EAST MICHIGAN and authorize the City Manager and City Clerk to sign the necessary documents.

**CITY OF MARSHALL, MICHIGAN
RESOLUTION #2026-03**

**RESOLUTION TO APPROVE AN OBSOLETE PROPERTY REHABILITATION
EXEMPTION CERTIFICATE APPLICATION FOR THE PROJECT LOCATED AT 211 and
213 EAST MICHIGAN AVENUE**

Minutes of a regular meeting of the Council of the City of Marshall, held on February 2, 2026 at 7:00 PM.

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____, and supported by _____.

WHEREAS, pursuant to PA 146 of 2000, as amended, the City of Marshall is a Qualified Local Governmental Unit eligible to establish one or more Obsolete Property Rehabilitation Districts (OPRA); and

WHEREAS, the City of Marshall legally established the Obsolete Property Rehabilitation District 211-213 West Michigan Avenue Obsolete Property Rehabilitation District No.1 on January 5, 2026, after a public hearing held on January 5, 2026; and

WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) does not exceed 5% of the total taxable value of the City of Marshall; and

WHEREAS, the application was approved at a public hearing as provided by section 4(2) of Public Act 146 of 2000, as amended, on February 2, 2026; and

WHEREAS, Marshall Property Investments LLC, are not delinquent in any taxes related to the facility; and

WHEREAS, the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000, as amended; and

WHEREAS, the applicant has provided answers to all required questions under the application instructions to the City of Marshall; and

WHEREAS, the City of Marshall requires that rehabilitation of the facility shall be completed by December 31, 2027; and

WHEREAS, the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District; and

WHEREAS, the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000, as amended, and that is situated within an Obsolete Property Rehabilitation District established in the City of Marshall eligible under Public Act 146 of 2000, as amended, to establish such a district; and

WHEREAS, completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to create employment, revitalize urban areas, and increase the number of residents in the community in which the facility is situated; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL and hereby is granted an Obsolete Property Rehabilitation Exemption for the real property (211 and 213 East Michigan Avenue), excluding land, located in Obsolete Property Rehabilitation District No. 1 at 211 and 213 East Michigan Avenue for a period of 12 years, beginning December 31, 2027, and ending December 31, 2038, pursuant to the provisions of PA 146 of 2000, as amended.

Resolution declared adopted this 2nd day of February 2026.

Michelle Eubank, City Clerk

I, Michelle Eubank, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the LDFA, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on February 2, 2026 and that said meeting was conducted and that the minutes of said meeting were kept and will be or have been made available.

Michelle Eubank, City Clerk

Application for Obsolete Property Rehabilitation Exemption Certificate

Issued under authority of Public Act 146 of 2000, as amended.

This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) See State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

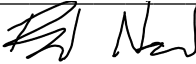
Applicant (Company) Name (applicant must be the OWNER of the facility)		
Company Mailing Address (Number and Street, P.O. Box, City, State, ZIP Code)		
Location of obsolete facility (Number and Street, City, State, ZIP Code)		
City, Township, Village (indicate which)		County
Date of Commencement of Rehabilitation (mm/dd/yyyy)	Planned date of Completion of Rehabilitation (mm/dd/yyyy)	School District where facility is located (include school code)
Estimated Cost of Rehabilitation		Number of years exemption requested
Attach legal description of obsolete property on separate sheet.		
Expected Project Outcomes (Check all that apply)		
<input type="checkbox"/> Increase commercial activity	<input type="checkbox"/> Retain employment	<input type="checkbox"/> Revitalize urban areas
<input type="checkbox"/> Create employment	<input type="checkbox"/> Prevent a loss of employment	<input type="checkbox"/> Increase number of residents in the community in which the facility is situated
Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment. _____		
<input type="checkbox"/> Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the box at left if you wish to be considered for this exclusion.		

APPLICANT CERTIFICATION

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.

It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.

Name of Company Officer (No authorized agents)	Telephone Number	Fax Number
Mailing Address	E-mail Address	
Signature of Company Officer (no authorized agents) 	Title	

LOCAL GOVERNMENT UNIT CLERK CERTIFICATION

The Clerk must also complete Parts 1, 2 and 4 on page 2. Part 3 is to be completed by the Assessor.

Signature	Date Application Received
-----------	---------------------------

FOR STATE TAX COMMISSION USE

Application Number	Date Received	LUCI Code
--------------------	---------------	-----------

LOCAL GOVERNMENT ACTION		
This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.		
PART 1: ACTION TAKEN		
Action Date		
<input type="checkbox"/> Exemption Approved for _____ Years, ending December 30, _____ (not to exceed 12 years) <input type="checkbox"/> Denied		
Date District Established	LUCI Code	School Code
PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)		
<p>A statement that the local unit is a Qualified Local Governmental Unit.</p> <p>A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000.</p> <p>A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit.</p> <p>A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.</p> <p>A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing.</p> <p>A statement that the applicant is not delinquent in any taxes related to the facility.</p> <p>If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.</p> <p>A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.</p>	<p>A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.</p> <p>A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.</p> <p>A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district.</p> <p>A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.</p> <p>A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.</p> <p>A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.</p>	
PART 3: ASSESSOR RECOMMENDATIONS		
Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31 of the year approved by the STC)		
Building Taxable Value		Building State Equalized Value
\$		\$
Name of Government Unit	Date of Action Application	Date of Statement of Obsolescence
PART 4: CLERK CERTIFICATION		
The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act of 2000 may be in jeopardy.		
Name of Clerk	Telephone Number	
Clerk Mailing Address		
Mailing Address		
Telephone Number	Fax Number	E-mail Address
Clerk Signature		Date

For faster service, email completed application and attachments to PTE@michigan.gov. An additional submission option is to mail the completed application and attachments to Michigan Department of Treasury, State Tax Commission, PO Box 30471, Lansing, MI 48909. If you have any questions, call 517-335-7491.

July 10, 2025

**Application for Obsolete Property Rehabilitation Exemption Certificate
Public Act 146 of 2000, as amended
Marshall Apartments
211 and 213 E. Michigan Avenue, Marshall, Michigan**

PART 2: APPLICATION DOCUMENTS

a. General Description of the facility (year built, original use, most recent use, number of stories, square feet)

By at least 1888, the Property was developed with the two existing three-story commercial buildings with residential units on the upper floor(s). Storage sheds were constructed and/or razed on the northern portion of the Property between at least 1888 and 1931, and the northern portion of the Property has remained paved parking/alleyway since at least 1986. The Property has been occupied by various low-risk commercial office, retail, and/or restaurant operations since at least 1888. The Property buildings are currently vacant/unoccupied. The two buildings, located at 211 and 213 E. Michigan Avenue, are 5,520 square feet and 6,900 square feet respectively. The buildings are approximately 137 years old, functionally obsolete, and located in downtown Marshall.

b. Description of the qualified facility's proposed use

A redevelopment of a three-story, functionally obsolete property totaling 12,420 square feet located in the center of downtown Marshall. The first floor will have four commercial spaces. The entire first floor will need upgrades to mechanical, electrical, lighting and flooring. The interior walls need masonry repairs. On the 324 side, a temporary wall will need to be replaced and the back area and basement access needs attention. A new roof, rear stairway to access the second story, and elevator is planned in the back along with repairs to the exterior wall. All new windows and doors on all floors are planned. The front facade, on both the 211 and 213, will get new doors and windows along with masonry repairs, painting, etc. The second and third stories will be a gut rehabilitation and heavy remodel including eight apartments (4/floor): one 2-bedroom and 2-bathroom unit (1,284 square feet), one 2-bedroom and 1-bathroom unit (1,101 square feet), and six 1 bedroom and 1 bath units (626-925 square feet) will be created.

c. Description of the general nature and extent of the rehabilitation to be undertaken

This is a complete rehabilitation project that will include new utilities, interior, windows, doors, flooring, and roofing.

d. Descriptive list of the fixed building equipment that will be a part of the qualified facility

The building interior will be demolished down to the structural components of the building while maintaining and/or reusing as many of the original architectural features as possible. New fixed building

equipment will include air condition (HVAC), plumbing and plumbing fixtures, electrical, fire suppression, interior walls and flooring, new doors and windows, elevators, building accessories/garages, and improved interior and exterior appearance.

e. Time schedule for undertaking and completing the facility's rehabilitation

The rehabilitation project is anticipated to take 12 months to complete with a construction schedule currently planned for March 1, 2026 through March 1, 2027. No construction activities will be conducted prior to any approval of the PA 146 abatement.

f. Statement of the economic advantages expected from the exemption

Redevelopment of the property would provide numerous benefits to the City. While the specific facility would undergo considerable renovation, the entire area would benefit from the transformation of a functionally obsolete and deteriorating building into a thriving and fully utilized property. The project will also create approximately 5 temporary construction related jobs.

In an effort to maximize the utility value of the vacant, dilapidated building, the applicant is committed to doing a complete rehabilitation of the building. In that context, the applicant will incur considerable renovation costs. The establishment of the PA 146 District, with its multi-year property tax deferment benefit, is vital to making the project economically viable.

g. Legal description of the facility

The legal description of the eligible property is provided below.

211 E. Michigan Avenue: MARSHALL CITY, UPPER VILLAGE E 13 FT OF W 1/2 OF LOT 21 & W 10 FT OF E 1/2 OF LOT 21. EXCEPT THE S 25 FT OF THE SECOND FLOOR OF THE E 13 FT OF THE W 1/2 OF LOT 21 AND THE W 10 FT OF THE SECOND FLOOR OF THE E 1/2 OF SD LOT, OF THE UPPER VILLAGE OF THE CITY OF MARSHALL SPLIT OFF PARCEL001-021-02 PART OF 2ND FLOOR FROM DEED DATED 2/1/16 (4041/549). PART OF 2ND FLOOR PUT ON PARCEL 001-021-10

AND

THE S 25 FT OF THE SECOND FLOOR OF THE E 13 FT OF THE W 1/2 OF LOT 21 AND THE W 10 FT OF THE SECOND FLOOR OF THE E 1/2 OF SD LOT, OF THE UPPER VILLAGE OF THE CITY OF MARSHALL SPLIT OFF PARCEL 001-021-02 PART OF 2ND FLOOR FROM DEED DATED 2/1/16 (4041/549).

213 E. Michigan Avenue: MARSHALL CITY, UPPER VILLAGE E 23 FT OF LOT 21.

Statement of Obsolescence from Assessor

The building located at 211-213 E. Michigan Ave; Marshall MI is the subject of this request. The building is a three-story downtown building constructed around 1915. The first floor of the building has been used as commercial retail space for many years, most recently a dentist office. The second and third floors were previously used as apartments and storage. The second and third floors are completely unusable in their present condition. After a review of the property on April 3, 2025, obsolescence is evident in the lack of modern electrical, plumbing, and mechanical systems as well as the extreme poor condition of the walls, floors, and ceilings. The windows and doors are also very old and inefficient by today's standards. The first floor contains obsolescence in the form of super-adequacy as it was over plumbed to serve the dentist's office. Significant renovation and rehabilitation will be required before this building would be suitable for occupancy.

Edward K. VanderVries

Edward VanderVries, MMAO IV
Assessor, City of Marshall

April 13, 2025

Date

ITEM: 10.B

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marcia Strange, Director of Community Development
DATE: February 2, 2026
SUBJECT: **RESOLUTION 2026-4 - OPRA CERTIFICATE APPLICATION - 201-203 WEST MICHIGAN AVE.**

The City of Marshall has an OPRA policy that outlines the process which aligns with State of Michigan requirements for the use of an OPRA as a tool for development. As part of the process, following the establishment of the OPRA district, approval is needed for an OPRA Certificate Application before it is submitted to the State. Tonight we are holding a public hearing and seeking approval for the OPRA certificate for 201-203 West Michigan Avenue. This is the next step in the process before it can be sent to the State for review.

BUDGET IMPACT:

The applicant is investing over \$1.8M in the property. The OPRA incentivizes this type of investment by delaying the anticipated increase in taxes until after the OPRA timeline of 12 years is complete. The taxable value of the property will be frozen for the next 12 years, so the City will not lose any revenue, but we will forego any revenue increase over the life of the OPRA exemption. When the OPRA exemption is completed, the property will return to the regular tax rolls at its full taxable value.

RECOMMENDATION:

Approve Resolution 2026-04, A Resolution to APPROVE an OBSOLETE PROPERTY REHABILITATION EXEMPTION CERTIFICATE APPLICATION for THE PROJECT LOCATED AT 201 and 203 WEST MICHIGAN AVENUE and authorize the City Manager and City Clerk to sign the necessary documents.

**CITY OF MARSHALL, MICHIGAN
RESOLUTION #2026-04**

**RESOLUTION TO APPROVE AN OBSOLETE PROPERTY REHABILITATION
EXEMPTION CERTIFICATE APPLICATION FOR THE PROJECT LOCATED AT 201 and
203 WEST MICHIGAN AVENUE**

Minutes of a regular meeting of the Council of the City of Marshall, held on February 2, 2026 at 7:00 PM.

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____, and supported by _____.

WHEREAS, pursuant to PA 146 of 2000, as amended, the City of Marshall is a Qualified Local Governmental Unit eligible to establish one or more Obsolete Property Rehabilitation Districts (OPRA); and

WHEREAS, the City of Marshall legally established the Obsolete Property Rehabilitation District 211-213 West Michigan Avenue Obsolete Property Rehabilitation District No.1 on January 5, 2026, after a public hearing held on January 5, 2026; and

WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) does not exceed 5% of the total taxable value of the City of Marshall; and

WHEREAS, the application was approved at a public hearing as provided by section 4(2) of Public Act 146 of 2000, as amended, on February 2, 2026; and

WHEREAS, MBJ Property LLC, are not delinquent in any taxes related to the facility; and

WHEREAS, the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000, as amended; and

WHEREAS, the applicant has provided answers to all required questions under the application instructions to the City of Marshall; and

WHEREAS, the City of Marshall requires that rehabilitation of the facility shall be completed by December 31, 2027; and

WHEREAS, the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District; and

WHEREAS, the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000, as amended, and that is situated within an Obsolete Property Rehabilitation District established in the City of Marshall eligible under Public Act 146 of 2000, as amended, to establish such a district; and

WHEREAS, completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to create employment, revitalize urban areas, and increase the number of residents in the community in which the facility is situated; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL and hereby is granted an Obsolete Property Rehabilitation Exemption for the real property (201 and 203 West Michigan Avenue), excluding land, located in Obsolete Property Rehabilitation District No. 1 at 201 and 203 West Michigan Avenue for a period of 12 years, beginning December 31, 2027, and ending December 31, 2038, pursuant to the provisions of PA 146 of 2000, as amended.

Resolution declared adopted this 2nd day of February 2026.

Michelle Eubank, City Clerk

I, Michelle Eubank, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the LDFA, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on January 22, 2026 and that said meeting was conducted and that the minutes of said meeting were kept and will be or have been made available.

Michelle Eubank, City Clerk

Application for Obsolete Property Rehabilitation Exemption Certificate

Issued under authority of Public Act 146 of 2000, as amended.

This application should be filed after the district is established. This project will not receive tax benefits until approved by the State Tax Commission. Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the State Tax Commission.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. (The State Tax Commission requires two copies of the Application and attachments. The original is retained by the clerk.) See State Tax Commission Bulletin 9 of 2000 for more information about the Obsolete Property Rehabilitation Exemption. The following must be provided to the local government unit as attachments to this application: (a) General description of the obsolete facility (year built, original use, most recent use, number of stories, square footage); (b) General description of the proposed use of the rehabilitated facility, (c) Description of the general nature and extent of the rehabilitation to be undertaken, (d) A descriptive list of the fixed building equipment that will be a part of the rehabilitated facility, (e) A time schedule for undertaking and completing the rehabilitation of the facility, (f) A statement of the economic advantages expected from the exemption. A statement from the assessor of the local unit of government, describing the required obsolescence has been met for this building, is required with each application. Rehabilitation may commence after establishment of district.

Applicant (Company) Name (applicant must be the OWNER of the facility) MBJ Prop LLC		
Company Mailing Address (Number and Street, P.O. Box, City, State, ZIP Code) 201 W. Michigan Avenue Marshall, Michigan 49068		
Location of obsolete facility (Number and Street, City, State, ZIP Code) 201 and 203 W. Michigan Avenue, Marshall, Michigan		
City, Township, Village (indicate which) City of Marshall	County Calhoun	
Date of Commencement of Rehabilitation (mm/dd/yyyy) March 1, 2026	Planned date of Completion of Rehabilitation (mm/dd/yyyy) March 1, 2027	School District where facility is located (include school code) Marshall Public Schools 13
Estimated Cost of Rehabilitation \$1,883,330.02	Number of years exemption requested 12	
Attach legal description of obsolete property on separate sheet.		
Expected Project Outcomes (Check all that apply)		
<input checked="" type="checkbox"/> Increase commercial activity	<input type="checkbox"/> Retain employment	<input checked="" type="checkbox"/> Revitalize urban areas
<input checked="" type="checkbox"/> Create employment	<input type="checkbox"/> Prevent a loss of employment	<input checked="" type="checkbox"/> Increase number of residents in the community in which the facility is situated
Indicate the number of jobs to be retained or created as a result of rehabilitating the facility, including expected construction employment. <u>12</u>		
<input checked="" type="checkbox"/> Each year, the State Treasurer may approve 25 additional reductions of half the school operating and state education taxes for a period not to exceed six years. Check the box at left if you wish to be considered for this exclusion.		

APPLICANT CERTIFICATION

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all of the information is truly descriptive of the property for which this application is being submitted. Further, the undersigned is aware that, if any statement or information provided is untrue, the exemption provided by Public Act 146 of 2000 may be in jeopardy.

The applicant certifies that this application relates to a rehabilitation program that, when completed, constitutes a rehabilitated facility, as defined by Public Act 146 of 2000, as amended, and that the rehabilitation of the facility would not be undertaken without the applicant's receipt of the exemption certificate.

It is further certified that the undersigned is familiar with the provisions of Public Act 146 of 2000, as amended, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Obsolete Property Rehabilitation Exemption Certificate by the State Tax Commission.

Name of Company Officer (No authorized agents) MBJ Prop LLC	Telephone Number (313) 737-9181	Fax Number
Mailing Address 201 W. Michigan Avenue, Marshall Michigan 49068	E-mail Address mikej@xcelerationllc.com	
Signature of Company Officer (no authorized agents) 	Title Developer	

LOCAL GOVERNMENT UNIT CLERK CERTIFICATION

The Clerk must also complete Parts 1, 2 and 4 on page 2. Part 3 is to be completed by the Assessor.

Signature	Date Application Received
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FOR STATE TAX COMMISSION USE

Application Number	Date Received	LUCI Code
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LOCAL GOVERNMENT ACTION		
This section is to be completed by the clerk of the local governing unit before submitting the application to the State Tax Commission. Include a copy of the resolution which approves the application and Instruction items (a) through (f) on page 1, and a separate statement of obsolescence from the assessor of record with the State Assessor's Board. All sections must be completed in order to process.		
PART 1: ACTION TAKEN		
Action Date		
<input type="checkbox"/> Exemption Approved for _____ Years, ending December 30, _____ (not to exceed 12 years) <input type="checkbox"/> Denied		
Date District Established	LUCI Code	School Code
PART 2: RESOLUTIONS (the following statements must be included in resolutions approving)		
<p>A statement that the local unit is a Qualified Local Governmental Unit.</p> <p>A statement that the Obsolete Property Rehabilitation District was legally established including the date established and the date of hearing as provided by section 3 of Public Act 146 of 2000.</p> <p>A statement indicating whether the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the unit.</p> <p>A statement of the factors, criteria and objectives, if any, necessary for extending the exemption, when the certificate is for less than 12 years.</p> <p>A statement that a public hearing was held on the application as provided by section 4(2) of Public Act 146 of 2000 including the date of the hearing.</p> <p>A statement that the applicant is not delinquent in any taxes related to the facility.</p> <p>If it exceeds 5% (see above), a statement that exceeding 5% will not have the effect of substantially impeding the operation of the Qualified Local Governmental Unit or of impairing the financial soundness of an affected taxing unit.</p> <p>A statement that all of the items described under "Instructions" (a) through (f) of the Application for Obsolete Property Rehabilitation Exemption Certificate have been provided to the Qualified Local Governmental Unit by the applicant.</p>	<p>A statement that the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000.</p> <p>A statement that the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District.</p> <p>A statement that the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in a Qualified Local Governmental Unit eligible under Public Act 146 of 2000 to establish such a district.</p> <p>A statement that completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to, increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated. The statement should indicate which of these the rehabilitation is likely to result in.</p> <p>A statement that the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(l) of Public Act 146 of 2000.</p> <p>A statement of the period of time authorized by the Qualified Local Governmental Unit for completion of the rehabilitation.</p>	
PART 3: ASSESSOR RECOMMENDATIONS		
Provide the Taxable Value and State Equalized Value of the Obsolete Property, as provided in Public Act 146 of 2000, as amended, for the tax year immediately preceding the effective date of the certificate (December 31 of the year approved by the STC)		
Building Taxable Value		Building State Equalized Value
\$		\$
Name of Government Unit	Date of Action Application	Date of Statement of Obsolescence
PART 4: CLERK CERTIFICATION		
The undersigned clerk certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way. Further, the undersigned is aware that if any information provided is untrue, the exemption provided by Public Act of 2000 may be in jeopardy.		
Name of Clerk	Telephone Number	
Clerk Mailing Address		
Mailing Address		
Telephone Number	Fax Number	E-mail Address
Clerk Signature		Date

For faster service, email completed application and attachments to PTE@michigan.gov. An additional submission option is to mail the completed application and attachments to Michigan Department of Treasury, State Tax Commission, PO Box 30471, Lansing, MI 48909. If you have any questions, call 517-335-7491.

October 20, 2025

Application for Obsolete Property Rehabilitation Exemption Certificate
Public Act 146 of 2000, as amended
Stagecoach Inn
201 and 203 W. Michigan Avenue, Marshall, Michigan

PART 2: APPLICATION DOCUMENTS

a. General Description of the facility (year built, original use, most recent use, number of stories, square feet)

By at least 1838, the Property was developed with the two existing commercial buildings with residential units on the upper floor(s) of the 201 building. The Property has been occupied by various low-risk commercial office, retail, a hotel, apartments, and/or restaurant operations since at least 1838. The Property buildings currently occupied with a Stagecoach Inn and apartments on the second floor. The two buildings, located at 201 and 203 W. Michigan Avenue, are 5,700 square feet and 3,000 square feet respectively. The buildings are approximately 187 years old, functionally obsolete, and located in downtown Marshall.

b. Description of the qualified facility's proposed use

A redevelopment of a two-story, functionally obsolete property totaling 6,800 square feet located in the center of downtown Marshall. The building located at 201 currently has a third floor but will only be keeping two floors in the redevelopment. The first floor will have commercial space containing a restaurant and bar, and a stage area. The entire first floor will need upgrades to mechanical, electrical, lighting and flooring. The interior walls need masonry repairs. A new roof, stairway to access the second story, and elevator is planned with repairs to the exterior wall. The front facade, on both the 201 and 203 buildings, will get new masonry repairs, painting, etc. The second floor will be a gut rehabilitation and heavy remodel to construct one apartment: 2-bedroom and 1-bathroom unit (722 square feet), workstations, additional seating for the restaurant on the first floor, and an outdoor seating area.

c. Description of the general nature and extent of the rehabilitation to be undertaken

This is a complete rehabilitation project that will include new utilities, interior, flooring, and roofing.

d. Descriptive list of the fixed building equipment that will be a part of the qualified facility

The building interior will be demolished down to the structural components of the building while maintaining and/or reusing as many of the original architectural features as possible. New fixed building equipment will include air condition (HVAC), plumbing and plumbing fixtures, electrical, fire suppression, interior walls and flooring, elevators, building accessories, and improved interior and exterior appearance.

e. Time schedule for undertaking and completing the facility's rehabilitation

The rehabilitation project is anticipated to take 12 months to complete with a construction schedule currently planned for March 1, 2026, through March 1, 2027. No construction activities will be conducted prior to any approval of the PA 146 abatement.

f. Statement of the economic advantages expected from the exemption

Redevelopment of the property would provide numerous benefits to the City. While the specific facility would undergo considerable renovation, the entire area would benefit from the transformation of a functionally obsolete and deteriorating building into a thriving and fully utilized property. The project will also create approximately 5 temporary construction related jobs.

In an effort to maximize the utility value of the vacant, dilapidated building, the applicant is committed to doing a complete rehabilitation of the building. In that context, the applicant will incur considerable renovation costs. The establishment of the PA 146 District, with its multi-year property tax deferment benefit, is vital to making the project economically viable.

g. Legal description of the facility

The legal description of the eligible property is provided below.

201 W. Michigan Avenue: MARSHALL CITY, LOWER VILLAGE E 2 RDS OF N 7 RDS OF LOT 5 BLK 23.

AND

203 W. Michigan Avenue: MARSHALL CITY, LOWER VILLAGE, COM AT THE NE COR OF LOT 5, BLOCK 23 TH N 89 DEG 39'38" W, 34.34 FT TO THE POB: S 00 DEG 16'57"E 88.01 FT - N 89 DEG39'38"W 17.99 FT - N 00 DEG 30'34"W 88.10 FT - S 89 DEG 39'38"E 18.34 FT TO POB

Statement of Obsolescence from Assessor

201 W Michigan Ave – Stagecoach Project

The building that is the subject of this request is a two-story mixed-use building. The building was constructed around 1845. The building was originally constructed as a mixed use Commercial & Upper Residential. The first floor of the building has been used as commercial Retail space for many years. The second floor contained 7 apartments previously. After a review of the property on October 2 & 16, 2025, the obsolescence is evident in the lack of modern electrical, plumbing, and HVAC systems as well as the poor condition of the walls, floors, and ceilings. The windows and doors are very old and inefficient by today's standards. Structural obsolescence exists in the foundation and in various areas of the 1st and 2nd floors requiring significant renovation and repair to bring up to code.

Edward K. VanderVries

Edward VanderVries, MMAO IV
Assessor, City of Marshall

October 17, 2025

Date

**Stagecoach Inn
Marshall MI**

	Task Description	Estimated Cost
1	Kitchen Cooking Equipment	\$ 32,000.00
2	Bar Equipment	\$ 14,024.00
3	Demo	\$ 40,000.00
4	Main Level Commercial Plumbing	\$ 18,300.00
5	Resturant Plumbing	\$ 15,000.00
6	Fire Alarm (Parts Only)	\$ 9,389.00
7	Brick Repair in Basement and Tuck Pointing	\$ 7,500.00
8	Electrical	\$ 135,000.00
9	Resturant Furnature	\$ 35,000.00
10	Bar Construction - Drink stations	
11	Kitchen and Dish washer Hood	\$ 160,400.00
12	Keg /Tap Cooler	\$ 20,000.00
13	Freezer & Walk_IN Cooler	\$ 41,821.00
14	Flooring	\$ 95,000.00
15	Sprinkler System	\$ 105,000.00
16	General Labor	\$ 165,000.00
17	General Materials	\$ 80,000.00
18	New Flat Roof Replacement	\$ 18,609.88
19	Pitch Roof Replacement	\$ 55,000.00
20	Structural Rework	\$ 50,000.00
21	Elevator Otis	\$ 165,000.00
22	203 Expansion	\$ 115,000.00
23	New Masonary Work	\$ 75,000.00
24	Exterior Historical Work	\$ 70,000.00
25	Plaster	\$ 60,000.00
26	HVAC Mechical	\$ 70,000.00

\$ 1,652,043.88

Contingency @ 14%	\$ 231,286.14
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\$ 1,883,330.02

ITEM: 12.A

ADMINISTRATIVE REPORT



TO: HONORABLE COMMISSION MEMBERS
FROM: Derek N. Perry, City Manager
Marcia Strange, Director of Community Development

DATE: February 2, 2026
SUBJECT: SET PUBLIC HEARING - SPECIAL LAND USE #SLU25-001

There is a proposed project for two drive-through restaurants (Dunkin' Donuts and Jimmy John's) and a central retail store (proposed as a UPS Store) at 15855 W Michigan, which is a 1.81 acre parcel (53-002-592-03) zoned B-4 (Business). There is an adjacent similar use with a drive-through restaurant (Taco Bell) on parcel 53-002-539-00. Other properties in this plaza house the following uses: retail (Tractor Supply Company, Dollar Tree, Family Fare) and service (nail salon, optometrist, etc.). There is also currently a senior activity center (Heritage Commons).

This project documentation is included for reference, but was approved for plan review by Joint Planning Commission as project #SP25-0004. The project, as approved, requires two drive-throughs for fast food restaurants. In the B-4 zoning district, drive-throughs require a Special Land Use. The Special Land Use application has been recommended for City Council approval by the JPC.

Considerations for Special Land Use Requirements:
Plans showing property boundaries, parking, possible sign locations, and the location of abutting streets, easements, and similar public areas are provided in the Civil and Site Plan drawings.

A legal description of the property is found on the last page of the Deed.

A proposed compliance plan including hours of operation, was presented and indicated typical peak hours for Jimmy John's are lunch and dinner while and Dunkin' Donuts are typically open early to meet morning demand. There is a parking agreement with the neighboring parcels that accommodates any additional parking required

The Special Land Use Criteria is below:

(A) The proposed use shall be in accordance with the city master plan and the intent and purpose of this subchapter. YES- THIS USE IS COMPATIBLE WITH THE AREA

(B) A documented and immediate need exists for the proposed use within the community. THE JPC CONSIDERED THIS USE TO BE FAVORABLE FOR THIS LOCATION.

(C) The use is compatible with adjacent uses and the existing or intended character of the surrounding neighborhood, and will not have an adverse impact upon or interfere with the development, use or enjoyment of adjacent properties, or the orderly development of the

neighborhood. THIS USE ALIGNS WITH ADJACENT USES. ELIMINATING UNUSED PARKING IS A BENEFIT.

(D) The proposed use shall be designed, constructed, operated and maintained so as to be compatible with the use of adjacent lands. THE IMPACT IS ANTICIPATED TO BE POSITIVE.

(E) The proposed use shall be compatible with the natural environment. A REDUCTION IN LOT COVERAGE IS A BENEFIT.

(F) The proposed use shall be adequately served by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewage facilities and schools. NO CONCERNS OUTSIDE OF CONFIRMING THE STORMWATER RETENTION USE AND MAINTENANCE AGREEMENT. THIS IS A JPC CONTINGENCY ITEM TO OBTAIN AGREEMENTS AS PART OF THE PROJECT APPROVAL.

(G) The proposed use shall not involve activities, processes, materials and equipment or conditions of operation that will be detrimental to public health, safety and welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors. TRAFFIC FLOW AND HEADLIGHTS WERE CONSIDERED AS PART OF SITE PLAN APPROVAL AND CONIFEROUS PLANTS WILL BE ADDED AS A JPC CONTINGENCY ITEM.

Overall, this project promises to have a positive impact on the area. The Joint Planning Commission and City Staff recommend approval of #SLU25-001 to allow the project to proceed. Scheduling the public hearing will continue the project towards that goal.

RECOMMENDATION:

Introduce Special Land Use #SLU25-001 for two drive-throughs at proposed restaurants at 15885 West Michigan Avenue and set a Public Hearing for March 2, 2026 at 7pm at the regularly scheduled City Council meeting.

SPECIAL LAND USE APPLICATION

City of Marshall
Fee \$600.00

Section 6.2 of the Marshall City Zoning Ordinance gives citizens the opportunity to file for a Special Land Use Permit when it is required by zoning district.

Process

- Application, fee, and all required materials are submitted by due date. Once found to be complete, the application is placed on the Planning Commission agenda for acceptance.
- Planning Commission meeting #1:** At this meeting, a public hearing is scheduled for the following month.
- Neighbors within 300 feet of the property seeking special land use are notified of the public hearing.
- Planning Commission meeting #2:** Public hearing is held and discussion takes place. A recommendation on the application is given for City Council.
- City Council meeting:** Item is placed on the agenda, a staff report and Planning Commission comments are offered for review and City Council grants final approval, disapproval, or approval with conditions.

Address of subject property 15855 W Michigan Ave, Marshall, MI 49068

Applicant's name Vick Patel Phone 630.577.7391

Applicant's address 219 Claremont Dr City Naperville Zip 60540

Owner's Name Sanjeev Khatau Phone 630.544.0192

Owner's Address 219 Claremont Dr City Naperville Zip 60540

Explain need for a Special Land Use permit at the subject property (attach more if necessary):

Applicant's Signature vick patel Date 09/08/2025

Owner's Signature sanjeev khatau Date 09/08/2025

The following items MUST be submitted for the application to be complete:

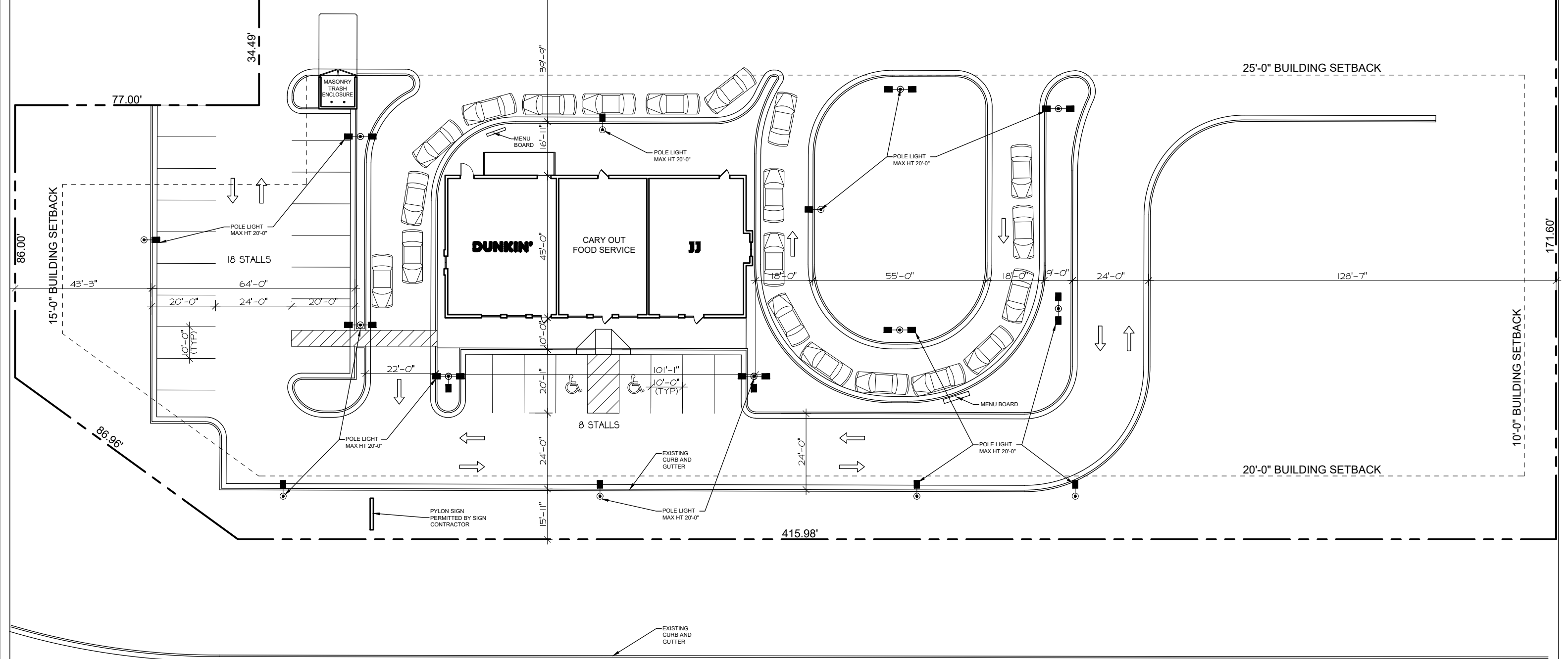
- A plot plan showing property boundaries and legal description
- Existing structures, uses and zoning on subject and adjacent properties
- Location of all abutting streets, easements, and similar public areas
- Proposed compliance plan (if applicable) including hours, signs, parking, etc.

ZONING B-4

409.33'

LOADING PARKING IN ADJACENT LOT

25'-0" BUILDING SETBACK



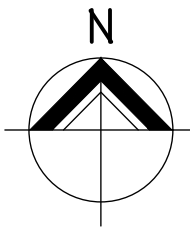
MICHIGAN AVENUE



34121 N. US 45, Suite 213
 Grayslake, Illinois 60030

Phone 847-336-6600
 Fax 847-336-6601

Site Plan

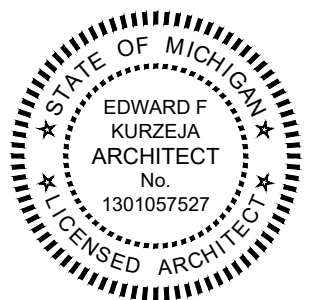


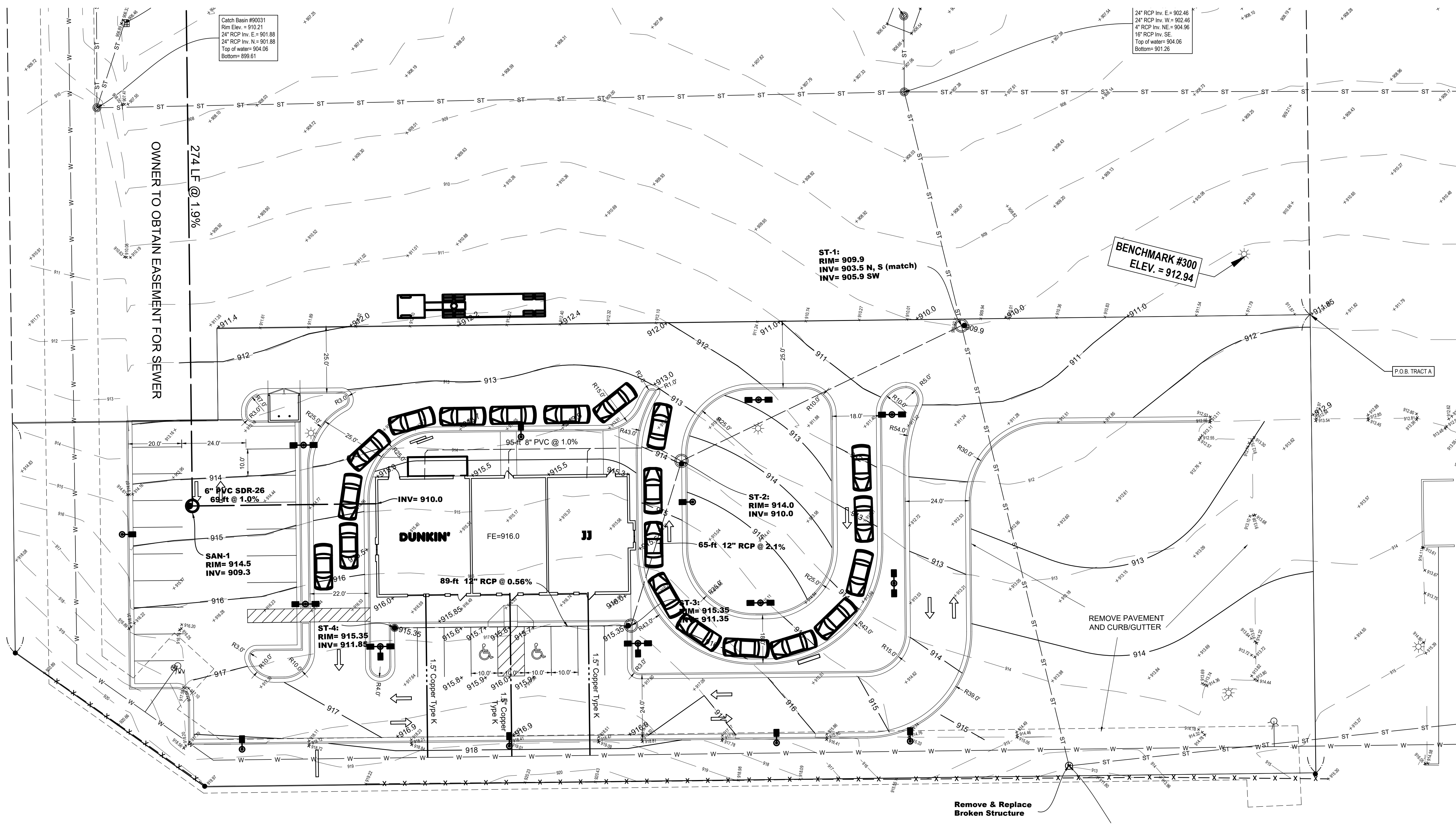
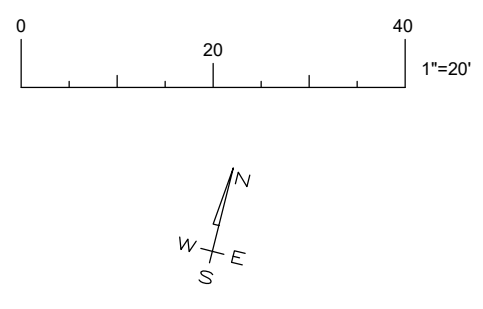
PROPOSED NEW CONSTRUCTION FOR

DD & JJ

MARSHALL, MICHIGAN

8-25-2025
 Archamerica Job No. 25048





DEVELOPER TO:
 PROVIDE AGREEMENT FOR PROPOSED DEVELOPMENT TO DISCHARGE STORMWATER ACROSS PRIVATE PROPERTY TO THE ENTIRE CENTRALIZED STORMWATER BASIN

PROVIDE AGREEMENT FOR PROPOSED DEVELOPMENT TO DISCHARGE STORMWATER TO CENTRALIZED STORMWATER BASIN. THE CENTRALIZED STORMWATER BASIN IS LOCATED ON A SEPARATE PARCEL FROM THE PROPOSED DEVELOPMENT. THE DEVELOPER NEEDS TO PROVIDE A STORMWATER MAINTENANCE AND OPERATION AGREEMENT BETWEEN THE PROPOSED DEVELOPMENT AND THE BASIN PROPERTY OWNER TO ENSURE THE DEVELOPMENT STORMWATER IS MANAGED PROPERLY IN THE CENTRALIZED STORM BASIN.

THE CENTRALIZED STORMWATER BASIN IS LOCATED ON A PARCEL THAT IS LAND LOCKED. PROPOSED DEVELOPMENT NEEDS TO PROVIDE PROOF OF ACCESS FOR OWNER/OPERATOR OF BASIN FROM SURROUNDING PROPERTY(S).

PROVIDE COPY OF THE STORMWATER MANAGEMENT PLAN FOR THE CENTRALIZED BASIN.

DETENTION SUMMARY

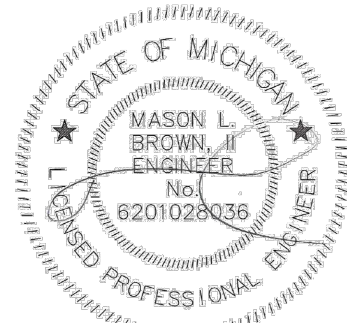
PROPERTY AREA = 79,003 sq-ft (1.81 acre)

EXISTING IMPERVIOUS AREA = 64,440 sq-ft (1.48 acre) = 81.6%

PROPOSED IMPERVIOUS AREA = 43,209 sq-ft (0.99 acre) = 54.7%

PROPERTY IS CURRENTLY TRIBUTARY TO AND SERVED BY EXISTING DETENTION BASIN NORTH OF TRACTOR SUPPLY STORE. IMPERVIOUS COVERAGE IS SIGNIFICANTLY REDUCED. THEREFORE, NO ADDITIONAL DETENTION VOLUME IS REQUIRED.

2025-08-27 PER CITY COMMENTS

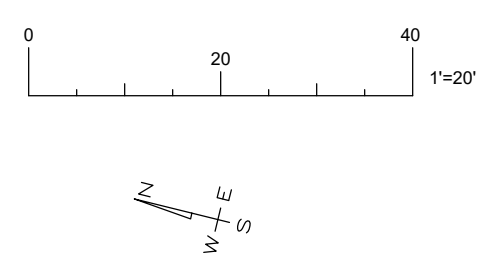
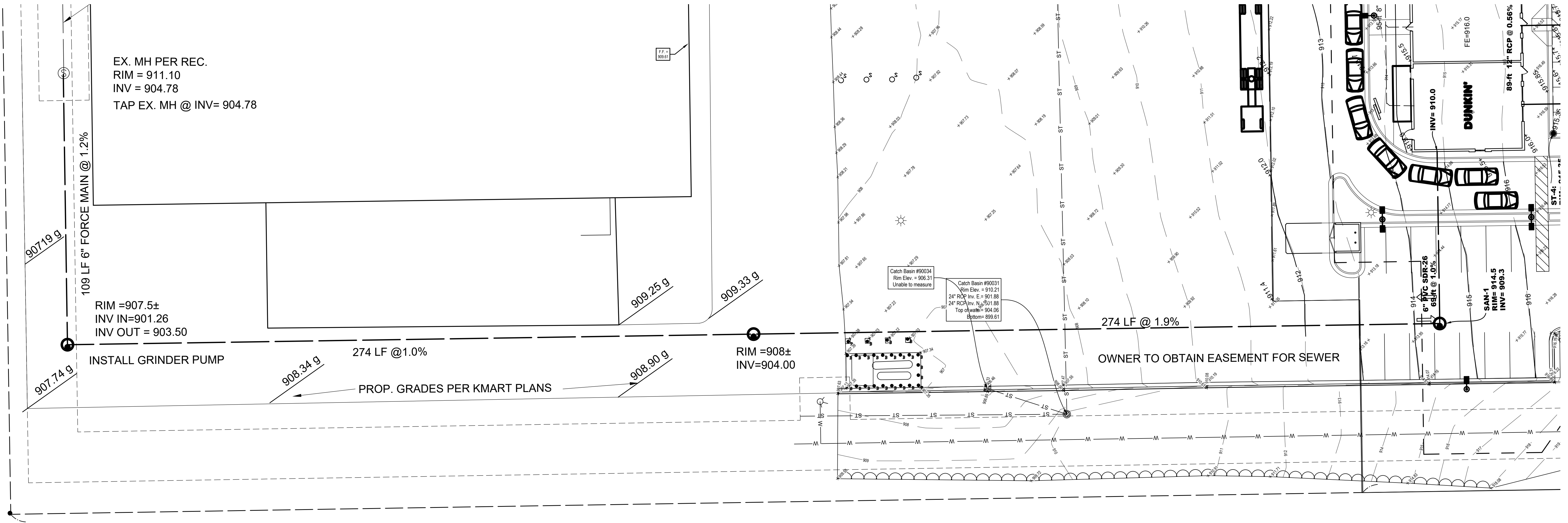


MASON BROWNS ASSOCIATES, LLC
 CIVIL ENGINEERS & SURVEYORS
 2708 BRIDLE ROAD
 BLOOMFIELD HILLS, MICHIGAN 48304
 (248) 225-9789 mason_brown@mbga.com

PROPOSED DUNKIN DONUTS & JIMMY JOHNS
 PRELIMINARY ENGINEERING PLAN
 MARSHALL, MI

DIYA HOLDINGS
 219 CLAREMONT DR
 NAPERVILLE, IL 60540

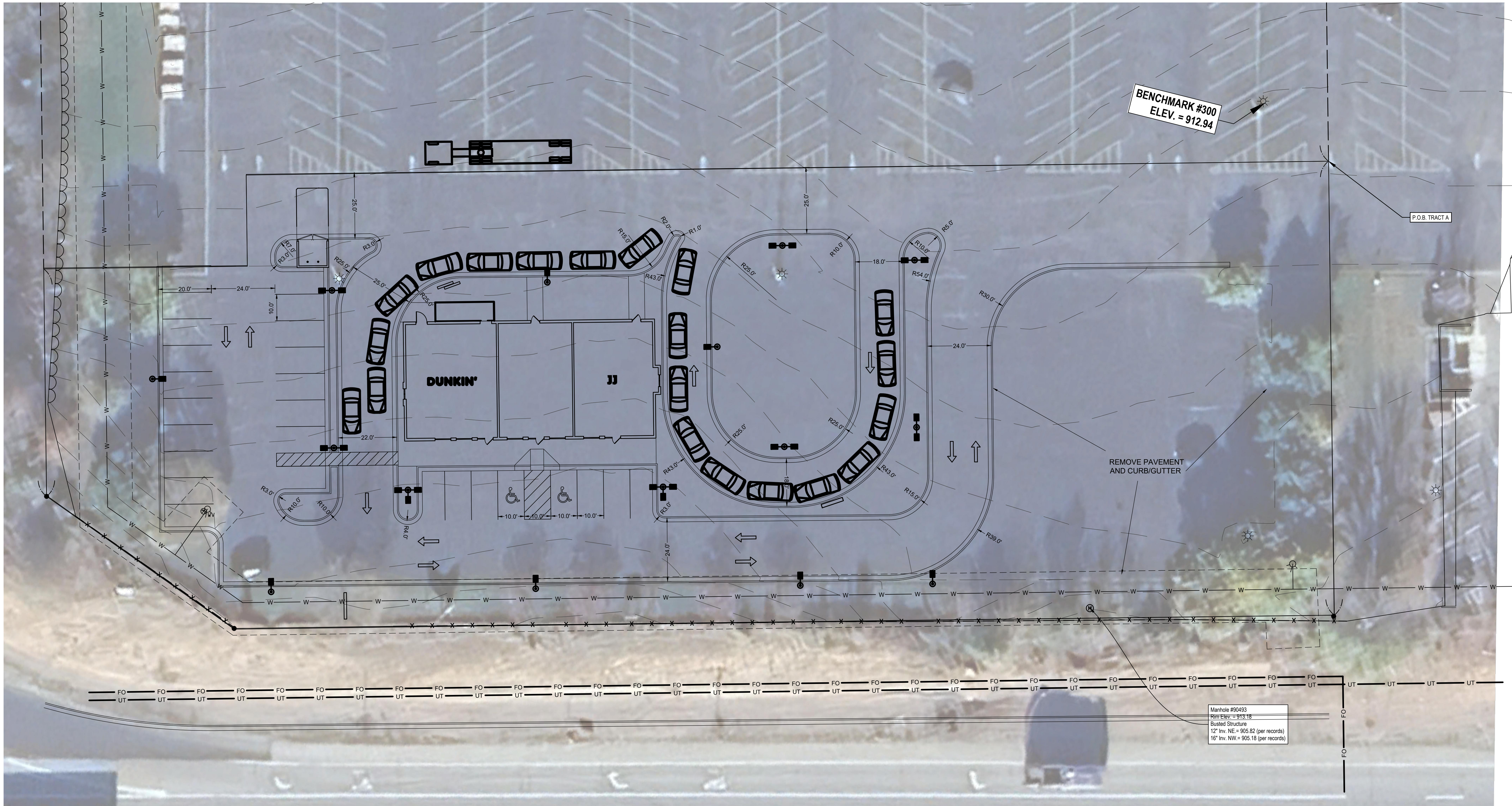
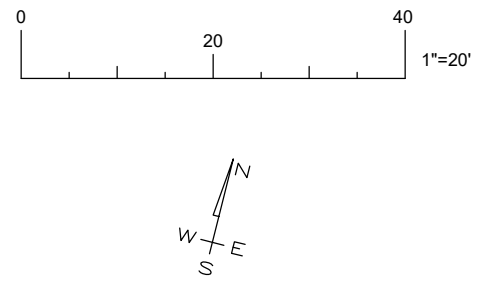
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SHEET	
1	



2025-08-27 PER CITY COMMENTS



MASON BROWNS ASSOCIATES, LLC CIVIL ENGINEERS & SURVEYORS 2708 BRIDLE ROAD BLOOMFIELD HILLS, MICHIGAN 48304 (248) 225-9789 mason_brown@mbga.com	
PROPOSED DUNKIN DONUTS & JIMMY JOHNS SANITARY SEWER LEAD MARSHALL, MI	
DIYA HOLDINGS 219 CLAREMONT DR NAPERVILLE, IL 60540	REVISIONS: DESIGN: -- DRAWN: mb CHECKED: MB FIELD CR: net
SCALE: 1" = 20'	DATE: 08-08-2025
SHEET 25-029	JOB NO. 25-029
2	



Manhole #90453
 Rem Elev. = 913.18
 Busted Structure
 12" Inv. NE = 905.62 (per records)
 16" Inv. NW = 905.18 (per records)

MASON BROWNS ASSOCIATES, LLC
 CIVIL ENGINEERS & SURVEYORS
 2708 BRIDLE ROAD
 BLOOMFIELD HILLS, MICHIGAN 48304
 (248) 225-9789 mason_brown@sbglobal.net

PROPOSED DUNKIN DONUTS & JIMMY JOHNS
 CONTEXT PLAN
 MARSHALL, MI

DIYA HOLDINGS
 219 CLAREMONT DR
 NAPERVILLE, IL 60540

DESIGN: --	REVISIONS:
DRAWN: mb	
CHECKED: MB	
FIELD CR: net	

SCALE:
 1" = 20'

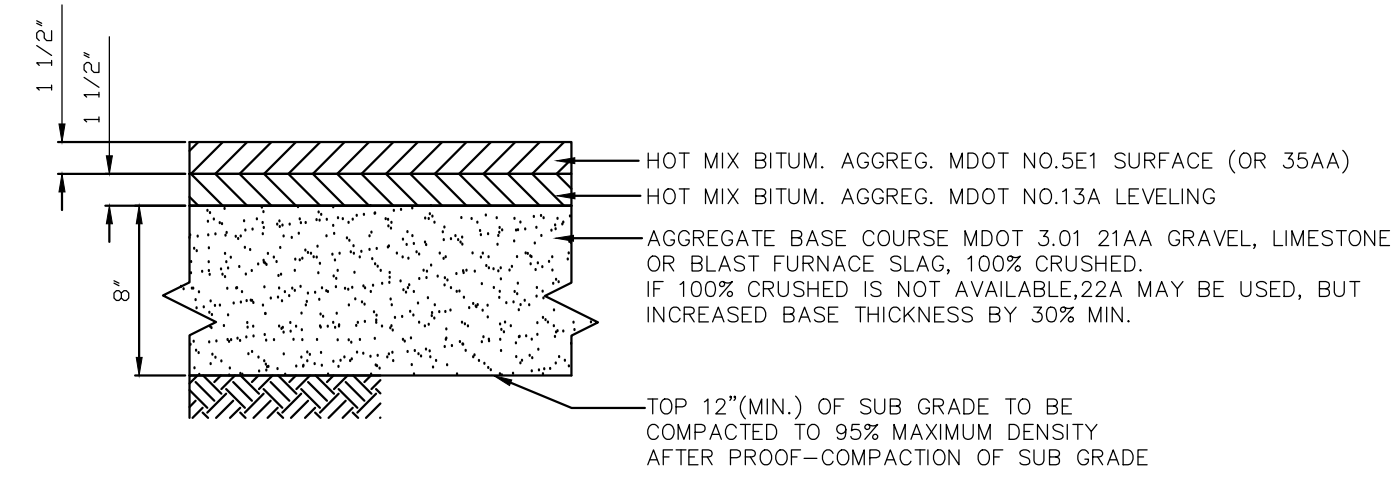
DATE:
 08-08-2025

JOB NO.
 25-029

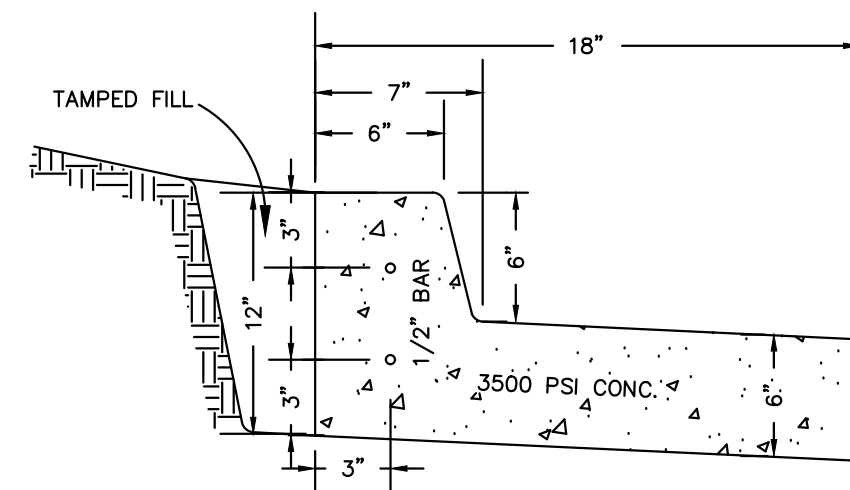
SHEET
3

2025-08-27 PER CITY COMMENTS

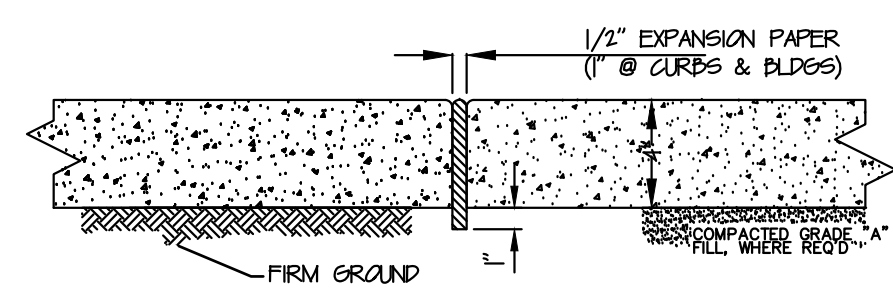




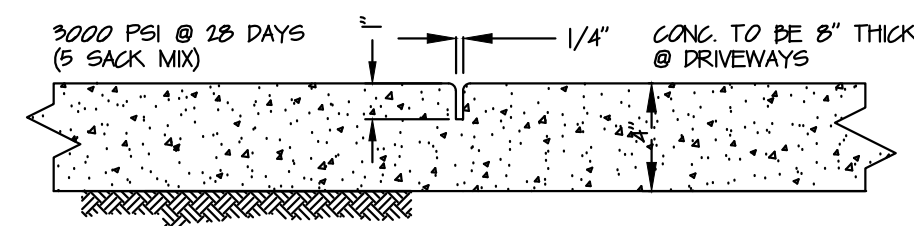
ASPHALT PAVING DETAIL



SPILL - OUT CURB & GUTTER



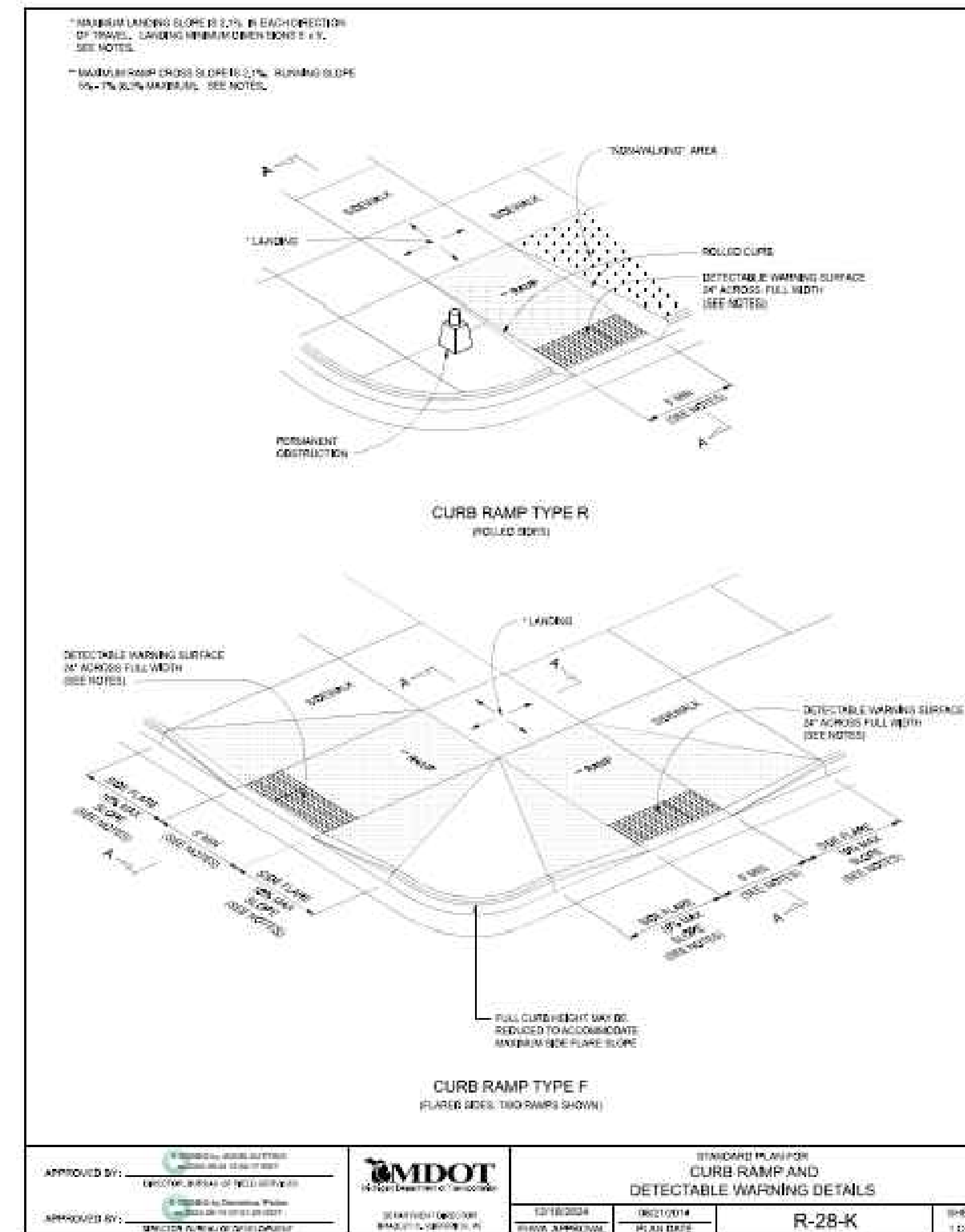
EXPANSION JOINT
SPACE @ 25 TO 50 (MAX)



CONTRACTION JOINT
SPACE @ 5 TO 7 (MAX)

SIDEWALK

DETAIL



APPROVED BY:	MDOT	STANDARD PLAN FOR	REVISIONS:
DESIGNER:	STATE OF MICHIGAN	CURB RAMP AND	DESIGN: --
APPROVED BY:	STATE OF MICHIGAN	DETECTABLE WARNING DETAILS	DRAWN: mb
			CHECKED: MB
			FIELD OK: net
			SCALE:
			NONE
			DATE:
			08-08-2025
			JOB NO.
			25-029
			SHEET
			4

2025-08-27 PER CITY COMMENTS



MASON BROWNS ASSOCIATES, LLC
CIVIL ENGINEERS & SURVEYORS
2708 BRIDLE ROAD
BLOOMFIELD HILLS, MICHIGAN 48304
(248) 225-9788 mason_brown@mbga.net

PROPOSED DUNKIN DONUTS & JIMMY JOHNS
SITE PAVEMENT DETAILS
MARSHALL, MI

DIYA HOLDINGS
219 CLAREMONT DR
NAPERVILLE, IL 60540

REVISIONS:
DESIGN: --
DRAWN: mb
CHECKED: MB
FIELD OK: net
SCALE:
NONE
DATE:
08-08-2025
JOB NO.
25-029
SHEET
4

This space is for RECORDER'S USE ONLY

COVENANT DEED

GRANTOR: BR GREAT NORTHERN MALL, LLC, a Delaware limited liability company

WHOSE ADDRESS IS: c/o B. Riley Principal Investments RE, LLC
One North Franklin Street, Suite 950
Chicago, Illinois 60606

CONVEYS TO GRANTEE: RAINA MARSHALL, LLC, a Michigan limited liability company

WHOSE ADDRESS IS: 219 Claremont Drive
Naperville, Illinois 60540

All of Grantor's right, title and interest in the real estate situated in the County of Calhoun, State of Michigan, more fully described on **Exhibit A** attached to this Covenant Deed and made a part hereof, being the same property conveyed to the Grantor by Covenant Deed dated February 1, 2022 recorded on February 22, 2022 in Liber 4633 Page 0859 in the Office of the Register of Deeds of Calhoun County, Michigan.

Together with all and singular the rights-of-way, easements, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining (collectively, the "**Property**"), for the sum set forth on the Real Estate Transfer Tax Valuation Affidavit filed herewith.

This conveyance is made subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said described Property, as aforesaid, unto Grantee, its successors and assigns, forever; and Grantor binds itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against the lawful claims and demands of all persons claiming by, from, or under the Grantor, but against no other claims or persons.

Grantor further grants to Grantee the right to make any and all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed as of this 6th day of August, 2025.

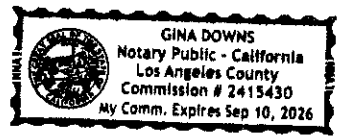
BR GREAT NORTHERN MALL, LLC,
a Delaware limited liability company

By: [Signature]
Name: Bryant Riley
Its: Executive Officer

STATE OF CA)
COUNTY OF Los Angeles) SS.

On this 25 day of July, 2025, before me personally appeared Bryant Riley, an Executive Officer of BR GREAT NORTHERN MALL, LLC, personally known or proven to me to be the same person whose name is subscribed to the foregoing instrument, signed and delivered the said instrument as his free and voluntary act in his capacity as Executive Officer of the company, and as the free and voluntary act of the company, for the uses and purposes therein set forth.

[Signature]



Notary Public, Los Angeles County, CA
My Commission Expires: 9-10-2026
Acting in Los Angeles County, CA

Drafted by:

ArentFox Schiff LLP
233 S. Wacker Drive, Suite 1700
Chicago, IL 60606
James M. Murphy, Esq.

Once recorded return to:

Landsman Saldinger Carroll
161 N. Clark Street, Suite 1600
Chicago, IL 60601
Attn: Robert D. Carroll

Send Subsequent Tax Bills to:

Raina Marshall, LLC
219 Claremont Drive
Naperville, IL 60540

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

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

Commencing at the Northeast corner of Section 27, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan; thence North 89 degrees 35 minutes 29 seconds West 70.70 feet along the North line of said Section 27; thence South 01 degrees 41 minutes 50 seconds East 782.63 feet along the West right-of-way line of West Drive (variable width); thence South 74 degrees 49 minutes 36 seconds West 590.00 feet; thence South 15 degrees 10 minutes 24 seconds East 115.00 feet; thence South 74 degrees 49 minutes 36 seconds West 113.67 feet; thence South 15 degrees 10 minutes 24 seconds East 337.98 feet to the Point of Beginning;

thence continuing South 15 degrees 10 minutes 24 seconds East 171.60 feet;
thence South 74 degrees 49 minutes 36 seconds West 415.98 feet along the North right-of-way line of Michigan Avenue (Variable Width);
thence North 69 degrees 10 minutes 24 seconds West 86.96 feet along the MDOT right-of-way line;
thence North 15 degrees 10 minutes 24 seconds West 86.00 feet;
thence North 74 degrees 49 minutes 36 seconds East 77.00 feet;
thence North 15 degrees 10 minutes 24 seconds West 34.49 feet;
thence North 74 degrees 49 minutes 36 seconds East 409.33 feet to the Point of Beginning. Being part of the Northeast 1/4 of said Section 27, Town 2 South, Range 6 West, City of Marshall, Calhoun County, Michigan.

PIN: 13-53-002-592-03

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes and assessments not yet due and payable.
2. The terms and provisions contained in the document entitled Agreement recorded as Liber 262, Page 419.
3. The terms, provisions and easement(s) contained in the document entitled Declaration of Easement recorded as Liber 1227, Page 976. First Modification of Declaration of Easements as disclosed by instrument recorded in Liber 1549, Page 365; Second Modification of Declaration of Easements as disclosed by instrument recorded in Liber 1559, Page 897; Supplemental Reciprocal Easement and Restriction Agreement as disclosed by instrument recorded in Liber 3970, Page 68; Amendment to Supplemental Reciprocal Easement and Restriction Agreement as disclosed by instrument recorded in Liber 4633, Page 864 and Amended and Restated Declaration of Easements and Restrictions recorded in Liber 4877, Page 305.
4. The terms, provisions and easement(s) contained in the document entitled Grant of Easements recorded as Liber 1811, Page 302.
5. The terms and provisions contained in the document entitled Contract for Conditional Transfer of Property recorded September 29, 1995 as Liber 1823, Page 532.
6. The terms, provisions and easement(s) contained in the document entitled Declaration of Easements and Restrictions recorded December 16, 2024 as Liber 4874, Page 364 and Amended and Restated Declaration of Easements and Restrictions recorded in Liber 4877, Page 305 and First Amendment to Amended and Restated Declaration of Easements and Restrictions recorded February 4, 2025 in Liber 4884, Page 292.
7. Interest of others in oil, gas and mineral rights, if any, whether or not recorded in the Public Records.
8. Interest, if any, of the United States, State of Michigan, or any political subdivision thereof, in the oil, gas and minerals in and under and that may be produced from the Property.
9. Rights of tenants under unrecorded leases.
10. Any rights, title interest or claim thereof to that portion of the land taken, used or granted for streets, road or highways.
11. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
12. All of the terms and provisions set forth and contained in that certain lease between Marshall Plaza, a Michigan partnership, Lessor, and K Mart Corporation, a Michigan corporation, Lessee, a memorandum of which is recorded in Liber 1227, Page 985. Second Modification of Lease Agreement dated September 2, 1982, recorded September 9, 1982, in Liber 1257, Page 464. Modification of Memorandum of Lease and Third Modification of Lease Agreement dated February 5, 1991, recorded February 20, 1991, in Liber 1559, Page 901.
13. All of the terms and provisions set forth and contained in that certain lease between Marshall Plaza, a Michigan co-partnership, Lessor, and Hook Drugs, Inc. of Michigan, an Indiana corporation, Lessee, a memorandum of which is recorded in Liber 1553, Page 581.
14. All of the terms and provisions set forth and contained in that certain lease between BR Great Northern Mall, LLC, a Delaware limited liability company, Lessor, and Tractor Supply Co. of Michigan LLC, a Michigan limited liability company, Lessee, a memorandum of which is recorded in Liber 4874, Page 624.



ARCHAMERICA
 34121 N. US 45, Suite 213 Phone 847-336-6600
 Grayslake, Illinois 60030 Fax 847-336-6601

Front Elevation

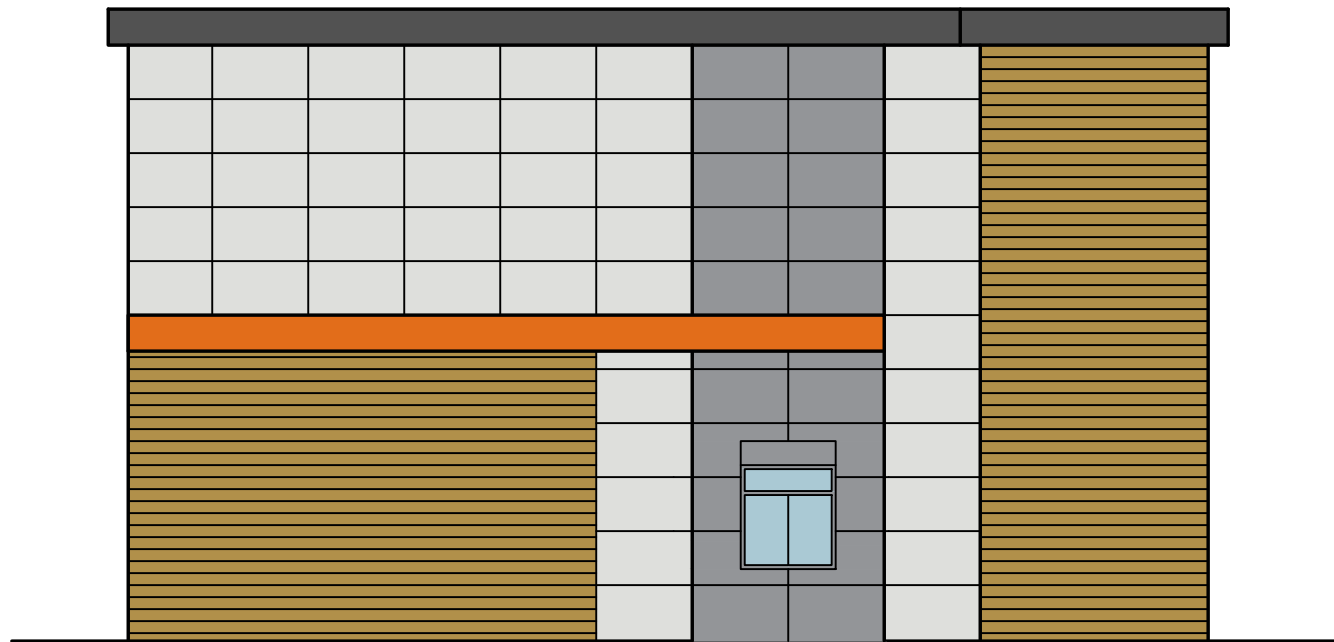


PROPOSED NEW CONSTRUCTION FOR

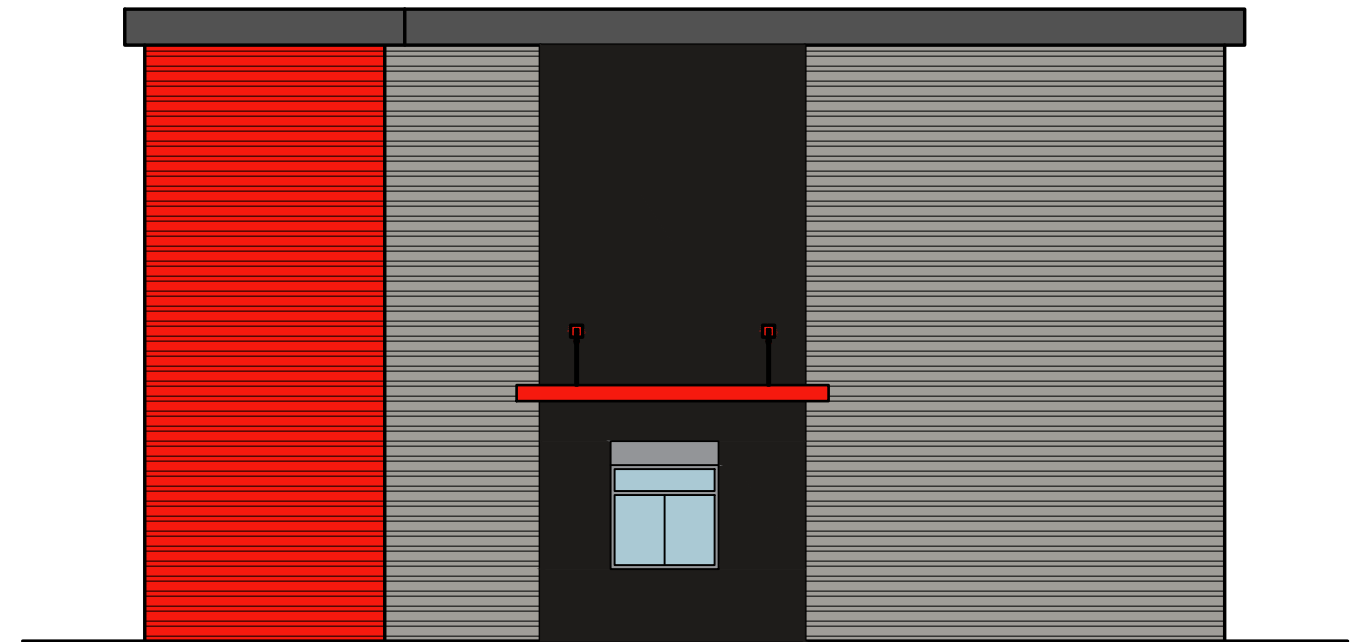
DD & JJ

MARSHALL, MICHIGAN

8-27-2025
 Archamerica Job No. 25048



Dunkin' Side Elevation



Jimmy John's Side Elevation



34121 N. US 45, Suite 213
Grayslake, Illinois 60030

Phone 847-336-6600
Fax 847-336-6601



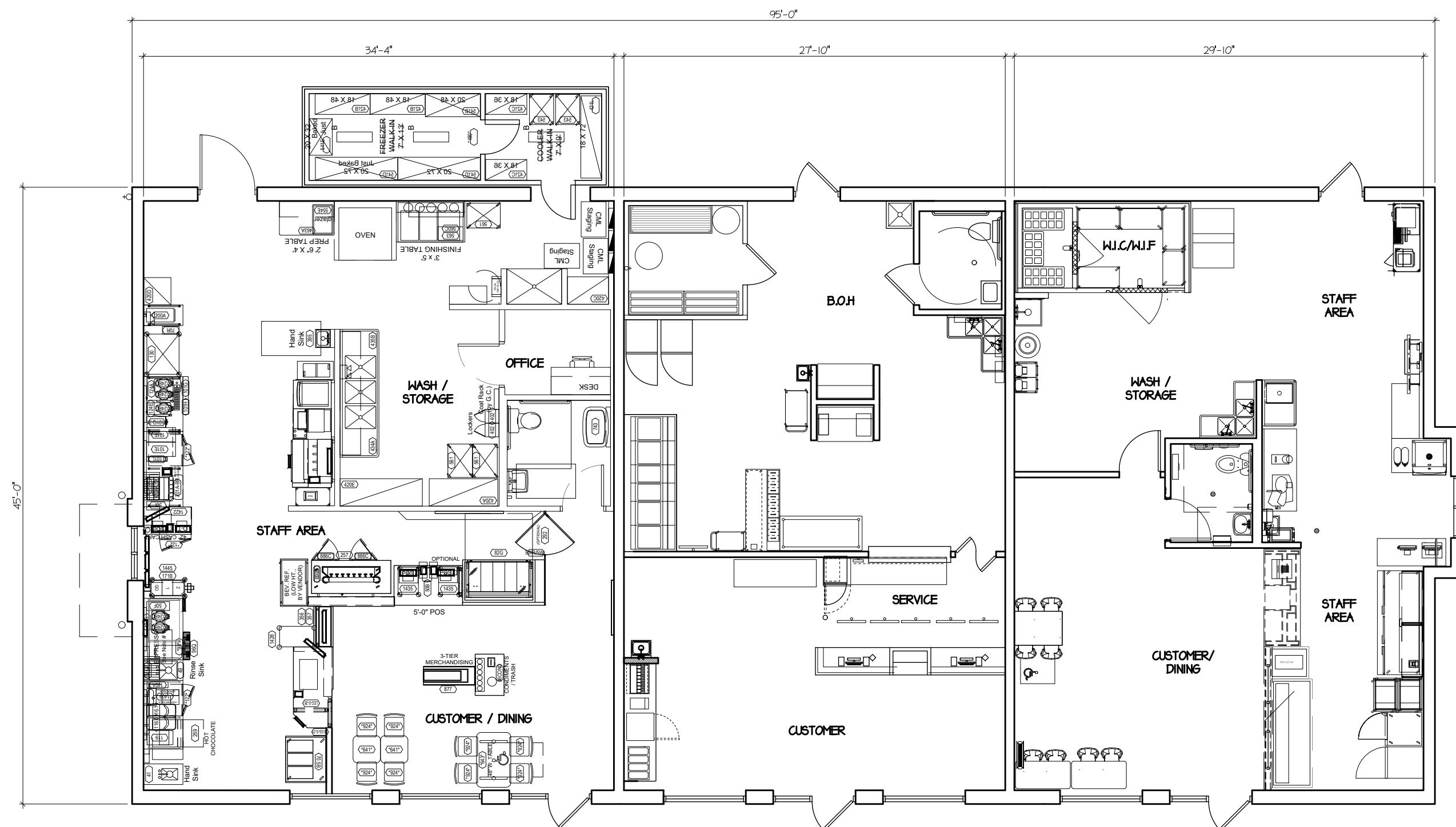
PROPOSED NEW CONSTRUCTION FOR

DD & JJ

MARSHALL, MICHIGAN

8-27-2025

Archamerica Job No. 25048



Dunkin Donuts

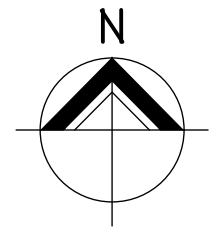
Carry-Out

Jimmy Johns



34121 N. US 45, Suite 213
 Grayslake, Illinois 60030
 Phone 847-336-6600
 Fax 847-336-6601

Proposed Plans

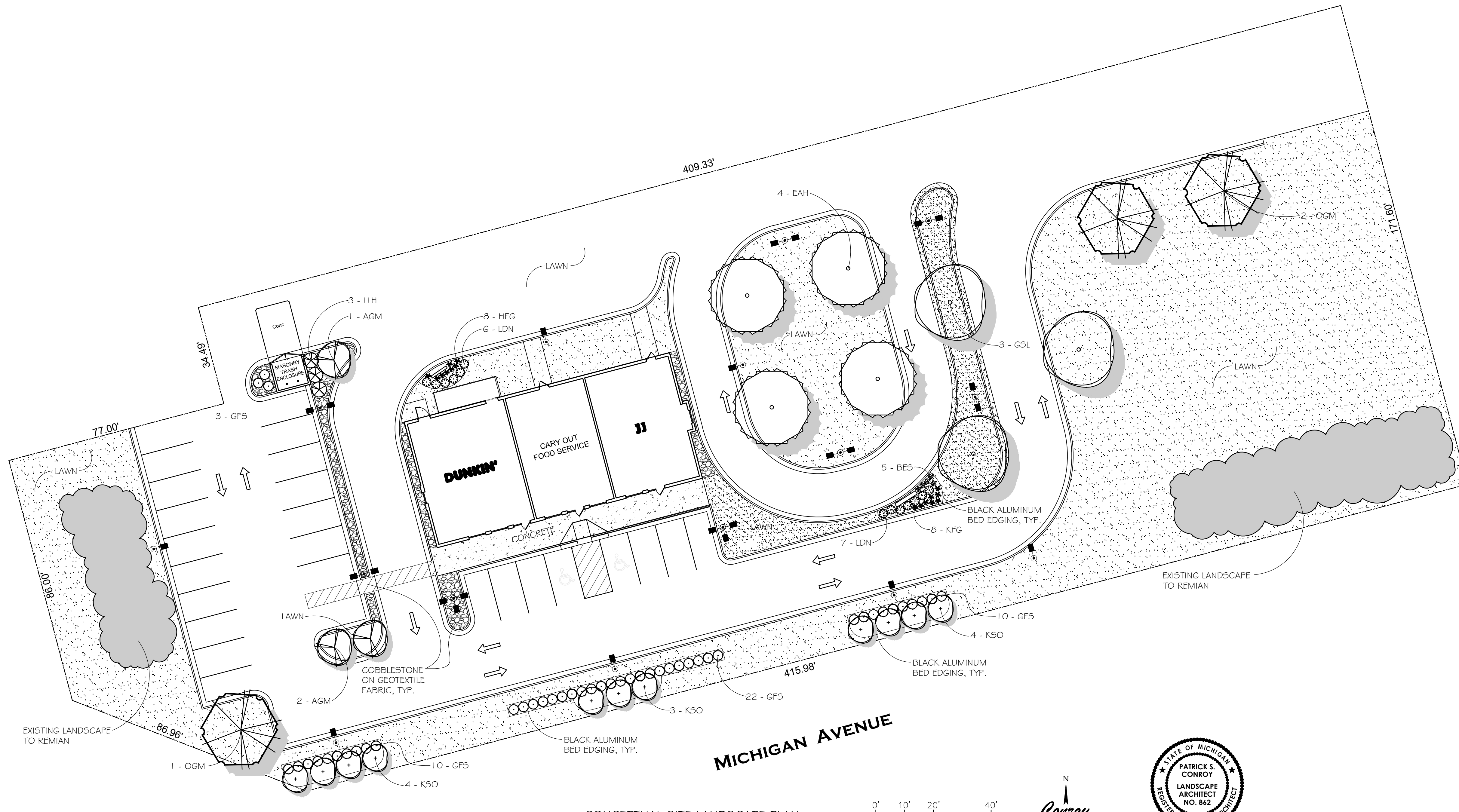


PROPOSED NEW CONSTRUCTION FOR

DD & JJ

MARSHALL, MICHIGAN

8-8-2025
 Archamerica Job No. 25048



GENERAL NOTES

- ALL LANDSCAPE INSTALLATION SHALL CONFORM TO THE LANDSCAPE REQUIREMENTS AS OUTLINED IN THE ORDINANCES FOR MARSHALL, MICHIGAN.
- ALL PLANT MATERIAL TO BE INSTALLED PER PLANTING DETAILS & SPECIFICATIONS.
- ALL LAWN AREA (AS INDICATED) ARE TO BE SEEDED, UNLESS NOTED OTHERWISE, WITH A MINIMUM 4" OF TOPSOIL.
- ALL LAWN AND LANDSCAPE PLANTING BED AREAS (AS INDICATED) WILL BE IRRIGATED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. WATERING WILL ONLY OCCUR BETWEEN THE HOURS OF 12AM AND 5AM.
- ALL EDGING (AS INDICATED) TO BE AS SPECIFIED ON DRAWINGS & DETAILS, INSTALL PER MANUFACTURERS SPECIFICATIONS.
- SIZE AND QUALITY OF LANDSCAPE MATERIAL SHALL BE IN ACCORDANCE WITH THE STANDARDS SET FORTH BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
- LANDSCAPE CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT IN WRITING OF ANY PROPOSED CHANGE IN PLANT MATERIAL AND OR LOCATION. LANDSCAPE ARCHITECT TO APPROVE ALL SUBSTITUTIONS AND OR CHANGES IN WRITING PRIOR TO INSTALLATION.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL THAT DOES NOT MEET THE OWNER, LANDSCAPE ARCHITECT, OR INDUSTRY STANDARDS.
- LANDSCAPE ARCHITECT TO APPROVE ALL PLANT LOCATIONS PRIOR TO INSTALLATION. ALL CONSTRUCTION AND PLANT MATERIAL LOCATIONS MAY BE ADJUSTED ON SITE IF NECESSARY.
- PLANT TREES AND SHRUBS GENERALLY NO CLOSER THEN THE FOLLOWING DISTANCES FROM SAFETY PATHS, SIDEWALKS, CURBS, PARKING STALLS & FIRE DEPARTMENT CONNECTIONS (HYDRANTS):
 DECIDUOUS TREES - 5 LF.
 ORNAMENTAL & CONIFEROUS TREES - 10 LF.
 SHRUBBERY LESS THAN 12" HT. x 12" WD. (AT MATURITY) - 2 LF.
- NO DECIDUOUS OR CONIFEROUS TREES ARE TO BE INSTALLED OVER ANY PROPOSED OR EXISTING UNDERGROUND UTILITY LINES AS SHOWN ON THE OVERALL SITE LANDSCAPE PLAN. REFER TO CIVIL ENGINEERING PLANS FOR EXACT LOCATIONS AND DETAILS.
- THE LANDSCAPE CONTRACTOR SHALL DEVELOP & IMPLEMENT A LANDSCAPE MAINTENANCE PROGRAM & SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE THE WORK IS ACCEPTED IN WRITING BY CONROY & ASSOCIATES, INC. THE CONTRACTOR SHALL REPLACE, WITHOUT COST TO THE OWNER, ALL DISEASED, DAMAGED OR DEAD PLANTS, IN ACCORDANCE WITH THE STANDARDS OF THE MARSHALL, MI ZONING ORDINANCE. REPLACEMENT MATERIAL SHALL CONFORM TO THE ORIGINAL SPECIFICATION.

PLANTING TREES & SHRUBS

- DIG PLANT POCKET MINIMUM 24" WIDER THAN BALL.
- DIG PLANT POCKET FOR SHRUBS A MINIMUM OF 6" WIDER THAN BALL OR CONTAINER.
- LOOSEN SOIL ON SIDES OF POCKET TO BREAK GLAZING CAUSED BY DIGGING. THOROUGHLY COMPACT SUBGRADE.
- CONTRACTOR TO VERIFY PERCOLATION OF PLANTING BED OR POCKET PRIOR TO INSTALLATION.
- COMPLETELY REMOVE ALL CONTAINERS AT THE TIME OF PLANTING.
- ALL UNSUITABLE SOIL TO BE REMOVED FROM SITE.
- ALL HEIGHTS SHOWN ON DETAILS ARE BEFORE PRUNING.
- ALL DEPTHS SHOWN ON DETAILS ARE BEFORE SETTLING.
- SET 7/8 OF BALL IN POCKET, EXPOSING 1/8 OF BALL AT GRADE MINIMUM.
- BACKFILL PREPARED SOIL TO 1/3 THE DEPTH & COMPACT THOROUGHLY, BACKFILL SECOND 1/3 & COMPACT THOROUGHLY, FINISH BACKFILL & COMPACT THOROUGHLY.
- LOOSEN & REMOVE ALL LACING FROM BALL.
- BACKFILL WITH PREPARED SOIL.
- COVER TREE PLANT POCKET AREAS & ALL PLANTING BEDS WITH A MINIMUM 3" DEPTH SHREDDED BARK MULCH. LEAVE 3" RING EXPOSED AT BASE OF ALL INDIVIDUAL TREES. MULCH TO BE NATURAL IN COLOR.
- ALL ANNUAL & PERENNIAL BEDS ARE TO BE EXCAVATED TO A DEPTH OF 6" & REPLACED WITH PLANTING MIX CONSISTING OF 50% SANDY SOIL & 50% LEAF COMPOST.
- ALL PLANTS ARE TO BE PLUMB PRIOR TO STAKING. STAKING IS NOT TO BE USED TO STRAIGHTEN LEAVING MATERIAL.
- ALL STAKING & GUYING MATERIAL TO BE REMOVED BY LANDSCAPE CONTRACTOR ONE (1) YEAR AFTER INSTALLATION.

Landscape Requirements Summary:

SITE REQUIREMENTS
 Site Square Footage = 79,003 sq. ft. x 5% = 3,950.15 sq. ft.
 1 Tree per 400 sq. ft. = 9.8 Trees
 Trees Required: 10 Trees Provided: 10
 1 Shrub per 250 sq. ft. = 15.8 Shrubs
 Shrubs Required: 16 Shrubs Provided: 16

PARKING LOT REQUIREMENTS
 1 Tree per 10 Parking Spaces 27 Parking Spaces/10=3 Trees
 Trees Required: 3 Trees Provided: 3

STREET FRONTAGE/GREENBELT REQUIREMENTS
 1 Tree per 40 LF of Frontage = 416.7 LF/40 = 10.41 Trees
 Trees Required: 11 Trees Provided: 11
 4 Shrubs per 10 LF of Frontage = 416.7/10 = 42 Shrubs
 Shrubs Required: 42 Shrubs Provided: 42

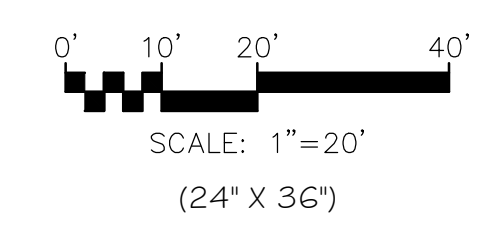
PLANT MATERIAL LIST

QTY.	KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT
3	OGM	ACER FREEMANI RUBRUM 'OCTOBER GLORY'	OCTOBER GLORY RED MAPLE	2.5" CAL.	B&B
3	AGM	ACER RUBRUM 'ARMSTRONG GOLD'	ARMSTRONG GOLD RED MAPLE	2.5" CAL.	B&B
4	EAH	CARPINUS BETULA 'EMERALD AVENUE'	EMERALD AVENUE HORNBEAM	2.5" CAL.	B&B
11	KSO	QUERCUS ROBUR X BICOLOR 'KINDRED SPIRIT'	KINDRED SPIRIT OAK	2.5" CAL.	B&B
3	GSL	TILIA CORDATA 'GREENSPIRE'	GREENSPIRE LINDEN	2.5" CAL.	B&B
3	LLH	HYDRANGEA P. 'LIMELIGHT'	LIMELIGHT HYDRANGEA	30"	CONT.
13	LDN	PHYSOCARPUS 'LITTLE DEVIL'	LITTLE DEVIL NINEBARK	30"	CONT.
45	GFS	SPIRAEA 'GOLDFLAME'	GOLDFLAME SPIRAEA	30"	CONT.
5	BES	RUDEBECKIA 'GOLDSTRUM'	GOLDSTRUM BLACK-EYED SUSAN	1 GAL.	CONT.
8	KFG	CALAMAGROSTIS 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	1 GAL.	CONT.
8	HFG	PENNISETUM 'HAMELN'	HAMELN DWARF FOUNTAIN GRASS	1 GAL.	CONT.

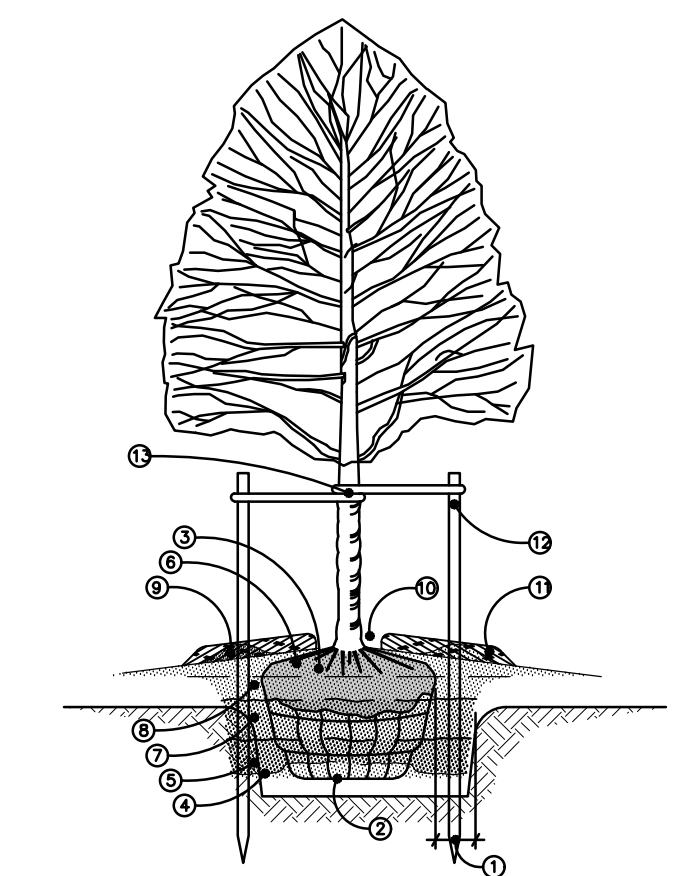
LAWN SEED MIX NOTES

- TOPSOIL, SEED AND INSTALL STRAW MULCH OVER ALL DISTURBED AREAS.
- MDOT CLASS A SEED MIX AS NOTED ON PLAN IS TO BE PROVIDED BY SPECIFICATIONS.

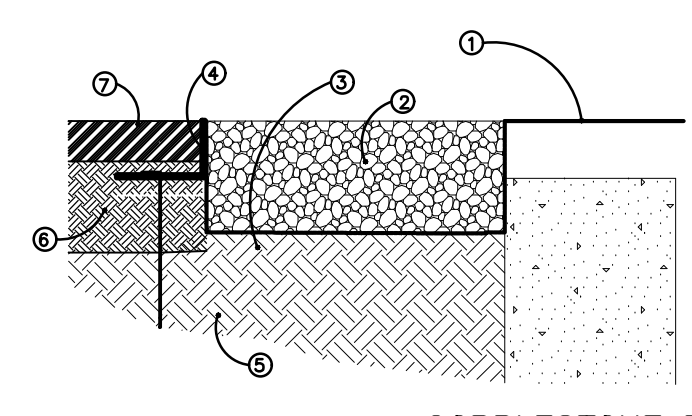
CONCEPTUAL SITE LANDSCAPE PLAN



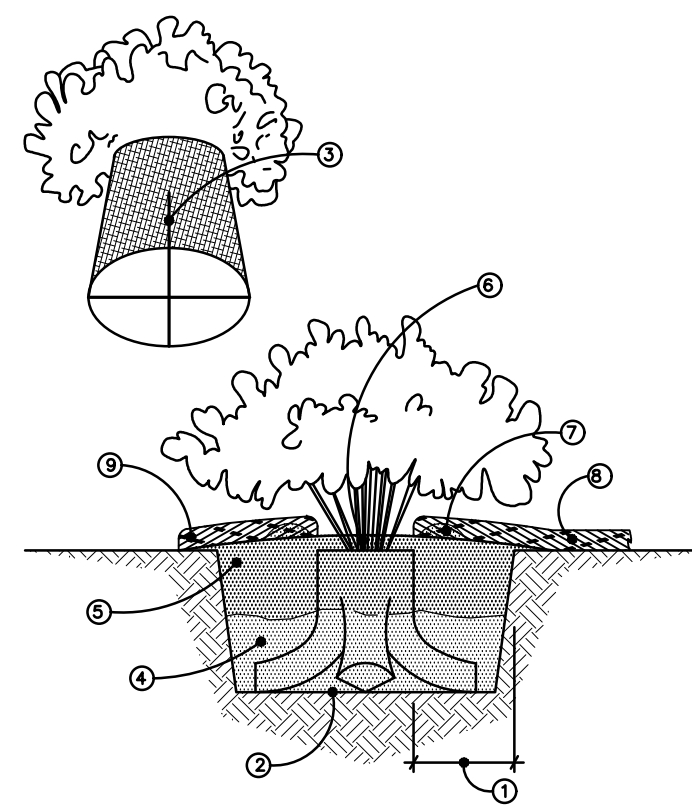
Patrick S. Conroy



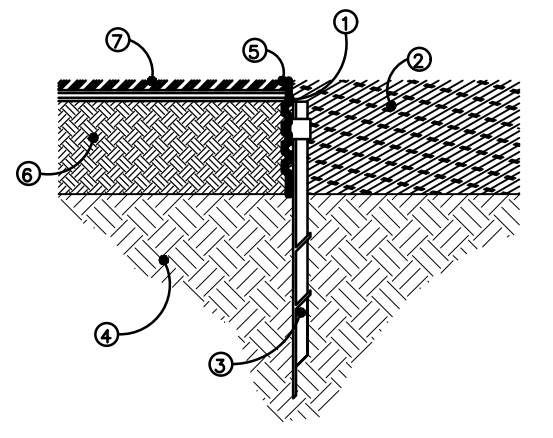
DECIDUOUS TREE PLANTING DETAIL
 TREE 3" CAL. & UNDER
 NOT TO SCALE



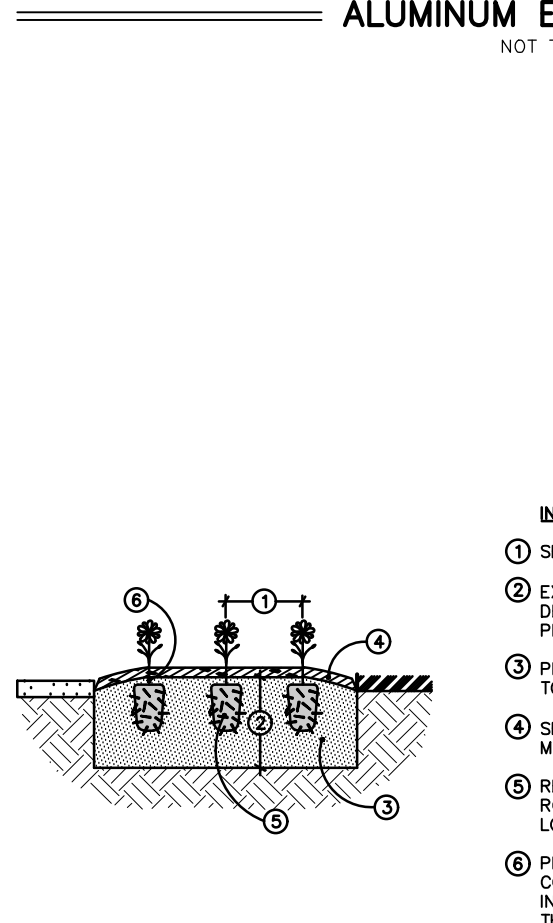
COBBLESTONE DETAIL
 NOT TO SCALE



CONTAINER SHRUB PLANTING DETAIL
 POT BOUND SHRUBS
 NOT TO SCALE



ALUMINUM EDGING DETAIL
 NOT TO SCALE



PERENNIAL & GROUND COVER PLANTING DETAIL
 NOT TO SCALE

P.O. Box 542
 Lake Orion, Michigan 48361-0542
 P: 248.802.8082

PATRICK S. CONROY AND ASSOCIATES

Landscape Architecture & Construction
 Site Planning Golf Course Architecture
 Construction Management

CONCEPTUAL SITE LANDSCAPE PLAN

ISSUED FOR	DATE	ISSUED FOR	DATE
ALL DESIGN DETAILS AND NOTES FOR CONSTRUCTION OF THIS PROJECT	08-08-2025	CONCEPTUAL SITE LANDSCAPE PLAN	08-27-2025
LANDSCAPE MANAGEMENT FOR CONSTRUCTION OF THIS PROJECT	08-27-2025	CONCEPTUAL SITE LANDSCAPE PLAN	08-27-2025

DUNKIN' & JIMMY JOHN'S MARSHALL PLAZA
 MARSHALL, MI

PROJECT: **DUNKIN' & JIMMY JOHN'S MARSHALL PLAZA**

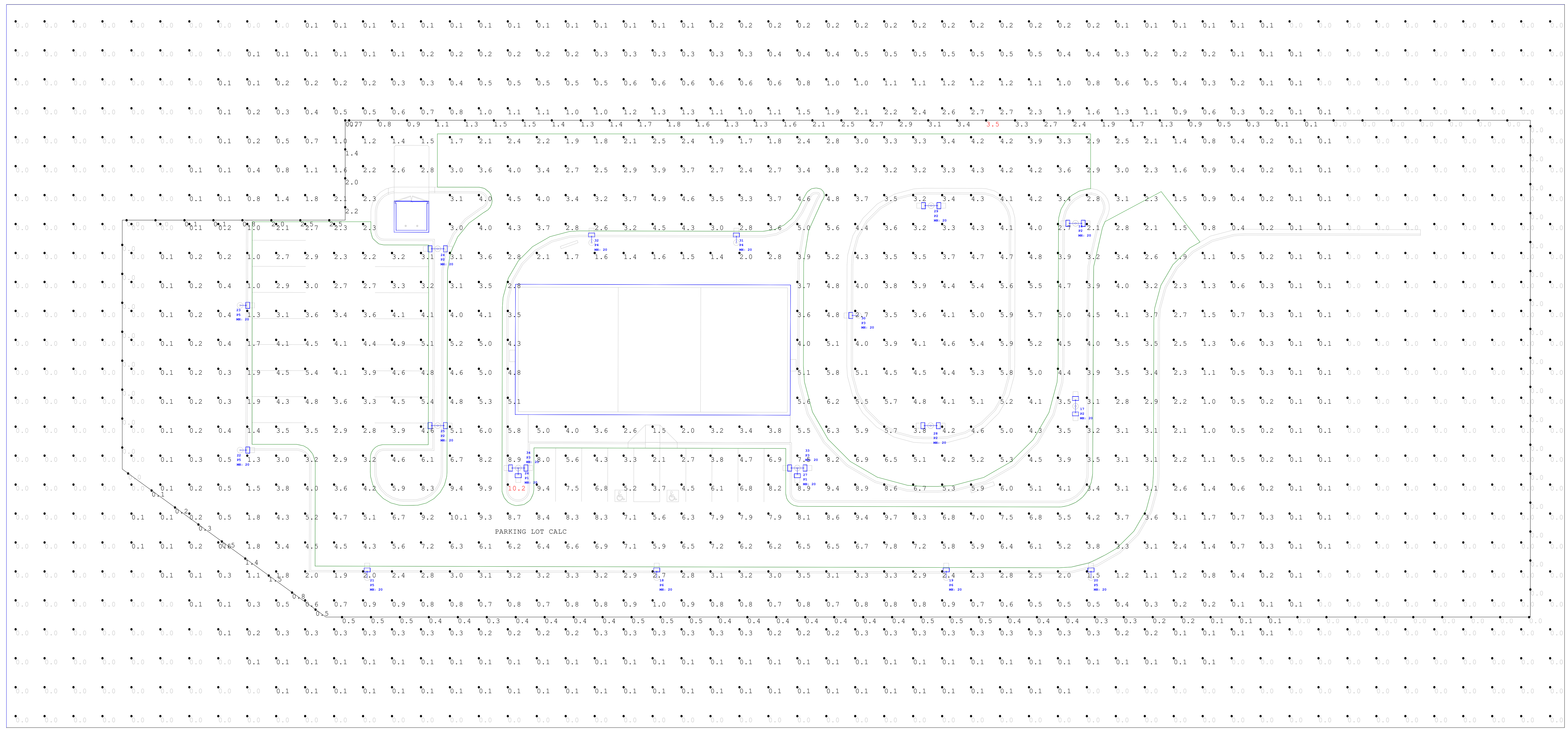
CLIENT: **RIANA MARSHALL, LLC**
 219 CLAREMONT DRIVE
 NAPERVILLE, IL 60565

DRAWN BY: **LKM** DRAWING DATE: **08-06-2025**

PROJECT NO: **25.107**

SHEET NO: **L-1**

©2025



Not to Scale

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Max/Min	Avg/Min
FULL AREA CALC	Illuminance	Fc	1.53	10.2	0.0	N.A.	N.A.
PROPERTY LINE	Illuminance	Fc	0.69	3.5	0.0	N.A.	N.A.
PARKING LOT CALC	Illuminance	Fc	4.53	10.1	1.5	6.73	3.02

Luminaire Schedule - Part numbers are provided by the manufacturer and are only intended to be used as a reference to output and optics used.								
Symbol	Qty	Tag	Manufacturer	Description	Arrangement	Luminaire Lumens	Luminaire Watts	LLF
	2	P1	BEACON	VP-1-160L-75-4K7-4F	Back-Back	10262	72.5	0.900
	6	P2	BEACON	VP-1-160L-75-4K7-4W	Back-Back	10070	72.5	0.900
	3	P3	BEACON	VP-1-160L-75-4K7-3	Single	10242	72.5	0.900
	2	P4	BEACON	VP-1-160L-75-4K7-4W	Single	10070	72.5	0.900
	4	P5	BEACON	VP-1-160L-75-4K7-4W-BC	Single	6338	72.5	0.900
	2	P6	BEACON	VP-1-160L-75-4K7-3-BC	Single	7214	72.5	0.900

NOTES

PG-ENLIGHTEN IS NEITHER LICENSED NOR INSURED TO DETERMINE CODE COMPLIANCE. CODE COMPLIANCE REVIEW BY OTHERS.

ANY VARIANCE FROM REFLECTANCE VALUES, OBSTRUCTIONS, LIGHT LOSS FACTORS OR DIMENSIONAL DATA WILL AFFECT THE ACTUAL LIGHT LEVELS OBTAINED.

THIS ANALYSIS IS A MATHEMATICAL MODEL AND CAN BE ONLY AS ACCURATE AS IS PERMITTED BY THE THIRD-PARTY SOFTWARE AND THE IES STANDARDS USED.

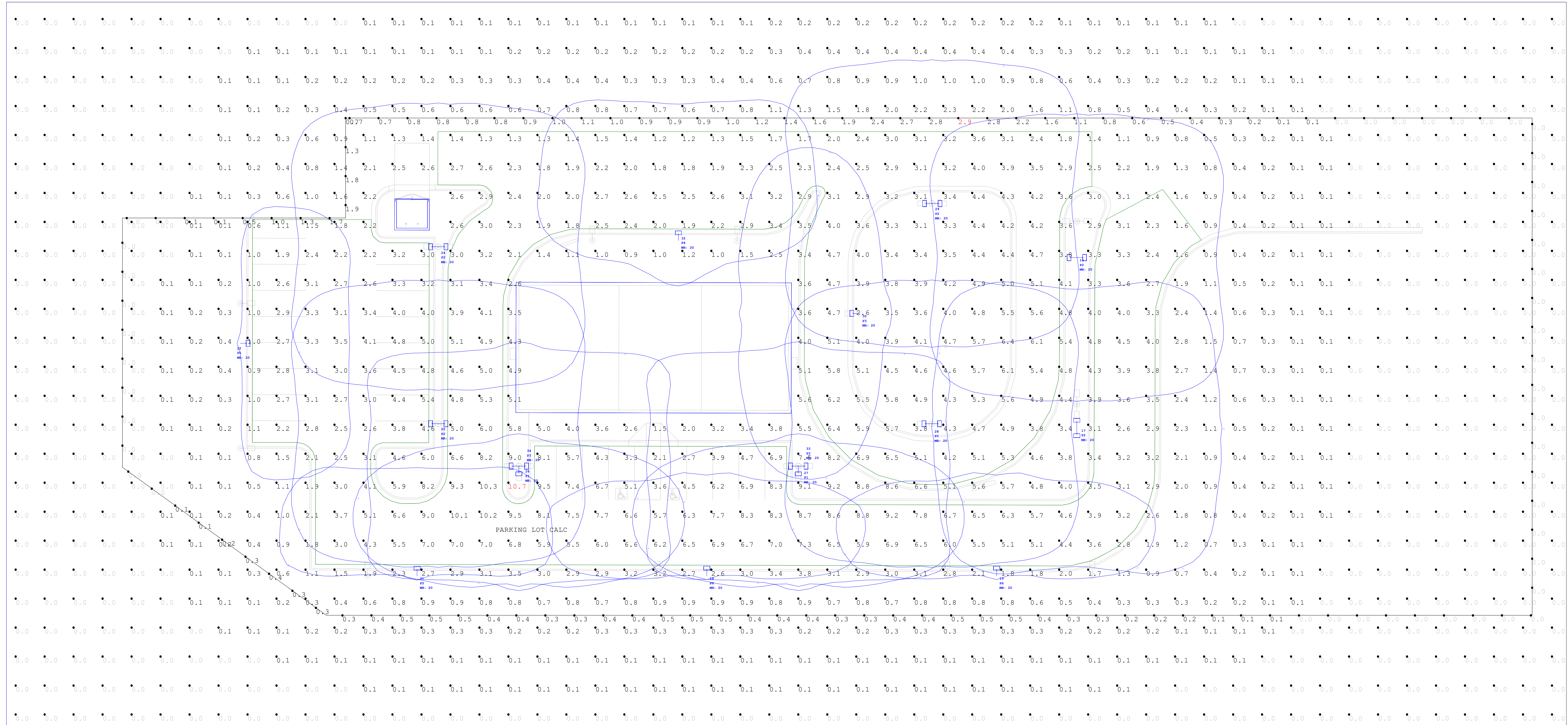
FIXTURE TYPES AND QUANTITIES MAY CHANGE BASED ON UNKNOWN OBSTRUCTIONS OR FIELD CONDITIONS. THESE CHANGES MAY RESULT IN AN INCREASED QUANTITY OF FIXTURES.

FIXTURE TYPES AND QUANTITIES BASED ON PROVIDED LAYOUT AND DRAWINGS ARE FOR REFERENCE ONLY. TYPES AND QUANTITIES MAY CHANGE WITH FUTURE REVISIONS.

CALCULATION GRID VALUES 10'-0" O.C.

PARKING LOT DESIGN GUIDE	MAINTAINED HORIZONTAL		MAINTAINED VERTICAL		MAXIMUM	
	AVERAGE (FC)	RANGE (FC)	AVERAGE (FC)	RANGE (FC)	AVG:MIN	MAX:MIN
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SAFETY (BUILDING EXTERIOR)	1	0.5 - 2	-	-	FOR SECURITY ISSUES, RAISE AVG. TO 3	

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Not to Scale

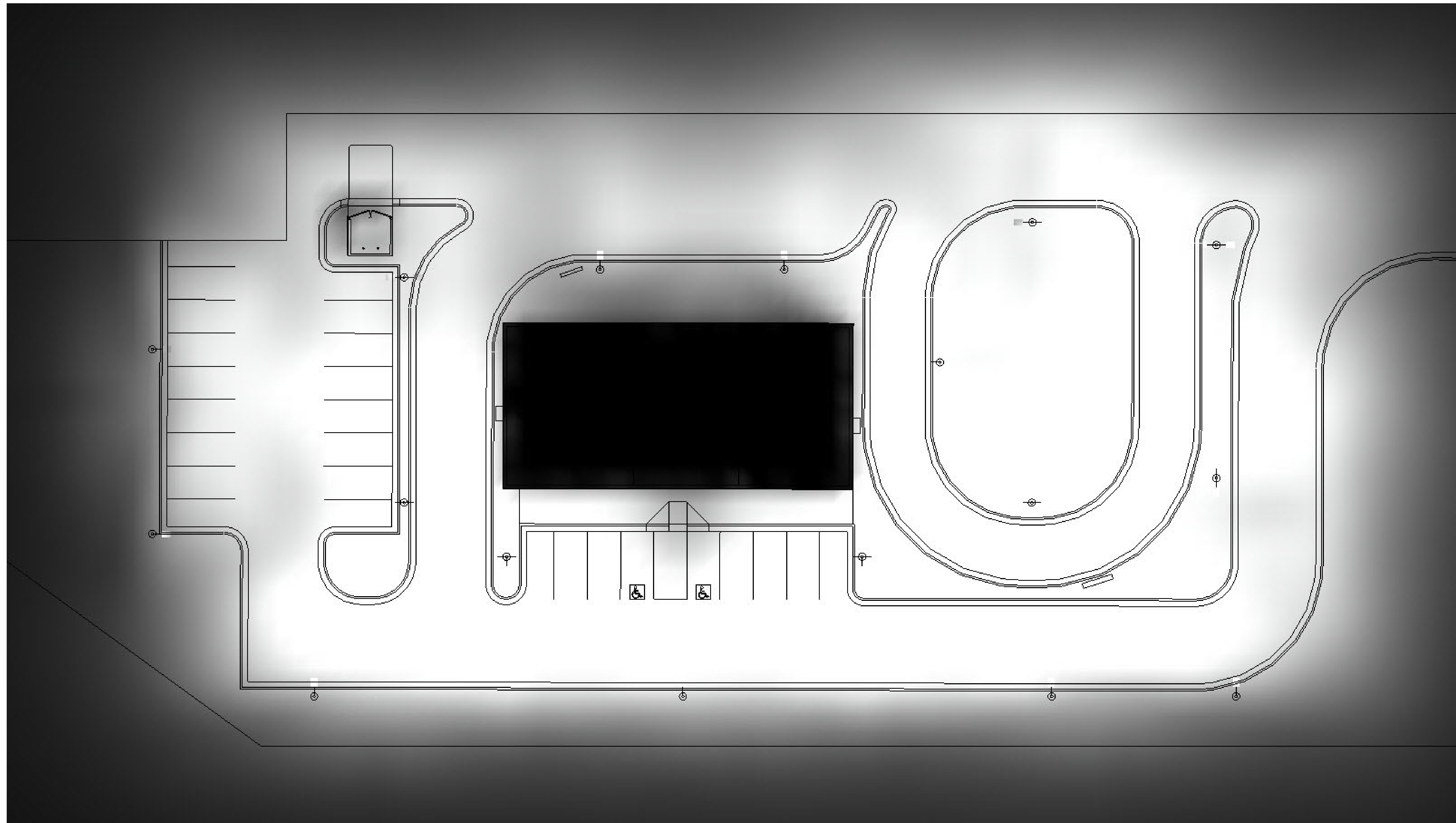
Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Max/Min	Avg/Min
FULL AREA CALC	Illuminance	Fc	1.40	10.7	0.0	N.A.	N.A.
PROPERTY LINE	Illuminance	Fc	0.50	2.9	0.0	N.A.	N.A.
PARKING LOT CALC	Illuminance	Fc	4.21	10.3	1.1	9.36	3.83

Luminaire Schedule - Part numbers are provided by the manufacturer and are only intended to be used as a reference to output and optics used.								
Symbol	Qty	Tag	Manufacturer	Description	Arrangement	Luminaire Lumens	Luminaire Watts	LLF
	2	P1	BEACON	VP-1-160L-75-4K7-4F	Back-Back	10262	72.5	0.900
	6	P2	BEACON	VP-1-160L-75-4K7-4W	Back-Back	10070	72.5	0.900
	3	P3	BEACON	VP-1-160L-75-4K7-3	Single	10242	72.5	0.900
	1	P4	BEACON	VP-1-160L-75-4K7-4W	Single	10070	72.5	0.900
	2	P5	BEACON	VP-1-160L-75-4K7-4W-BC	Single	6338	72.5	0.900
	2	P6	BEACON	VP-1-160L-75-4K7-3-BC	Single	7214	72.5	0.900

NOTES
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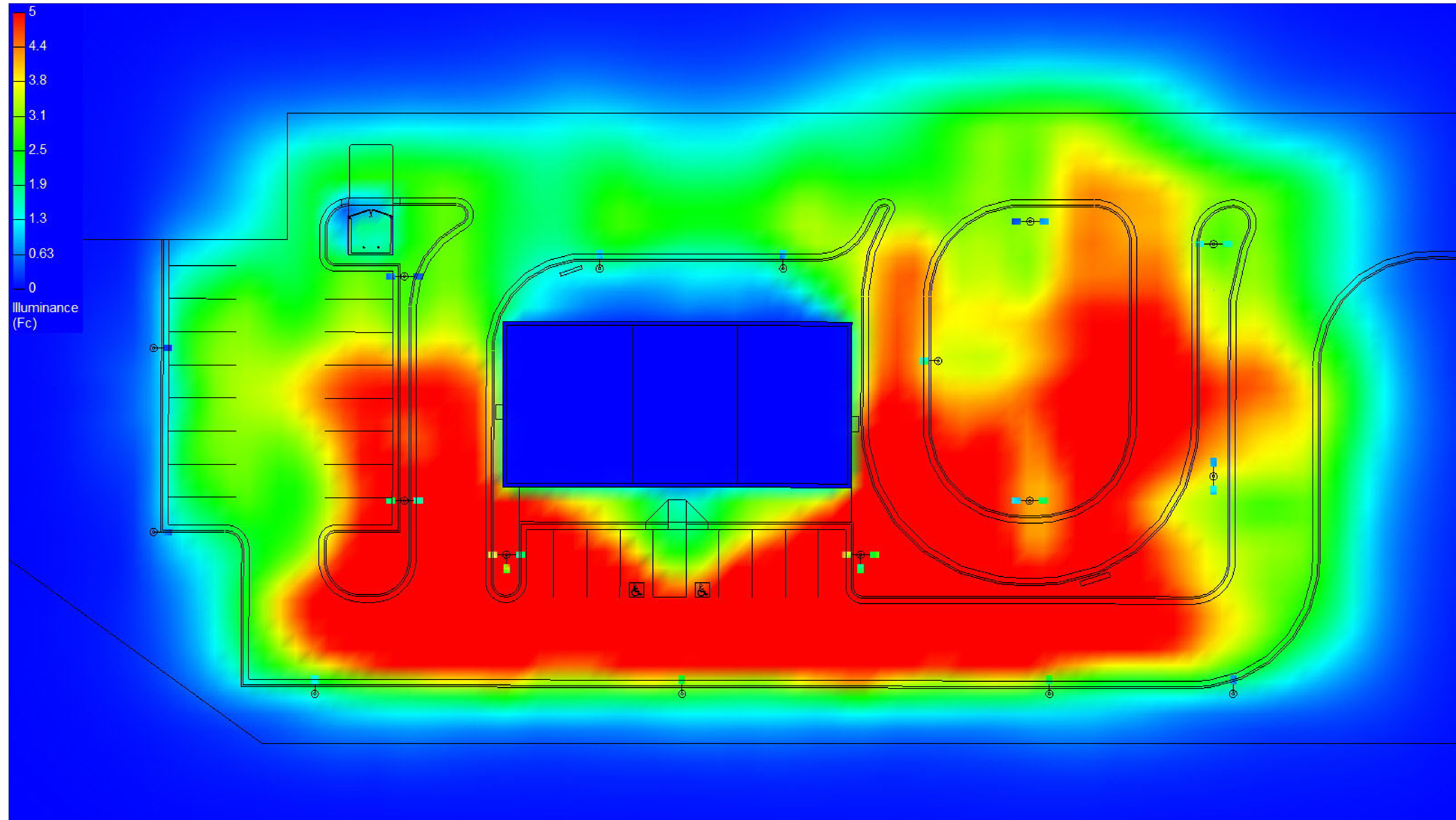
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15 MILE RD



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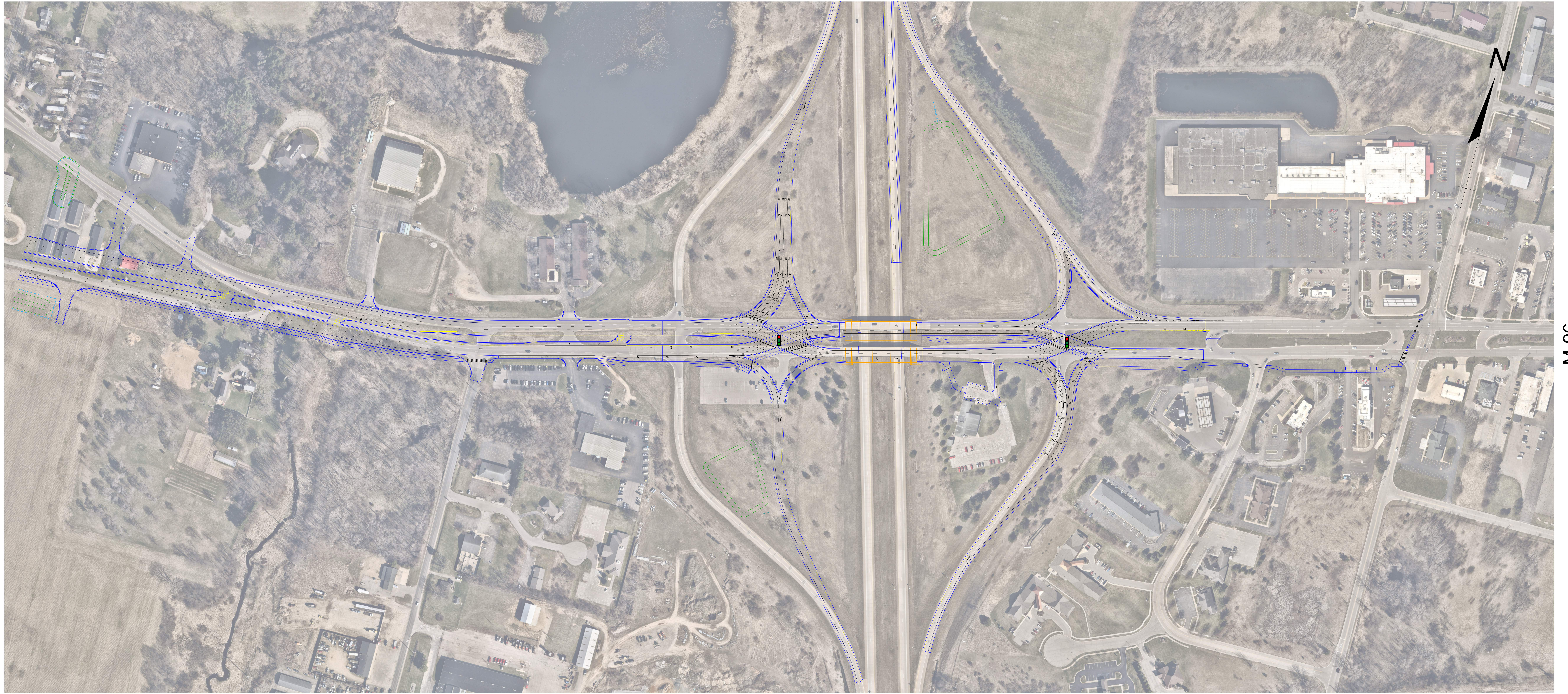
15 MILE RD

I-69

WEST DR



M-96



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15 MILE RD

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WEST DR

**AMENDED AND RESTATED DECLARATION OF EASEMENTS AND
RESTRICTIONS**

THIS AMENDED AND RESTATED DECLARATION OF EASEMENTS AND RESTRICTIONS (this “**Declaration**”) is made effective as of December 13, 2024 (the “**Effective Date**”), by **BR GREAT NORTHERN MALL LLC**, a Delaware limited liability company (“**BR Great**”).

A. BR Great is the fee owner of the real property located in the City of Marshall, Calhoun County, Michigan as further described on **Exhibit A** attached hereto (the “**Land**”), and all buildings, parking lots, infrastructure and other appurtenances on the Land are hereinafter referred to as the “**Improvements**”). The Land and the Improvements are hereinafter referred to collectively as the “**Property**”. Simultaneously with this Declaration, BR Great is filing an application for land division with respect to the Property, which land division (the “**Subdivision**”) will result in the Land being divided into three (3) separation parcels (described as Parcel #1, Parcel #2 and Parcel #3, each a “**Parcel**” or collectively, the “**Parcels**”) as shown on the site plan attached hereto **Exhibit B** (the “**Site Plan**”). The owners of the Parcels (whether currently existing or in the future) are hereby referred to as the “**Parcel Owners**”.

B. BR Great, as owner of the entire Property, entered into (i) that certain Lease dated August 28, 2024 (as amended, the “**Dollar Tree Lease**”), with Dollar Tree Stores, Inc., a Virginia corporation, as tenant (the “**Dollar Tree Tenant**”) with respect to a portion of Parcel #1 as described in the Dollar Tree Lease (the “**Dollar Tree Premises**”) and (ii) that certain Lease dated February 15, 2024 (as amended, the “**Tractor Supply Lease**”), with Tractor Supply Co. of Michigan, LLC, a Michigan limited liability company (the “**Tractor Supply Tenant**”) with respect to a portion of Parcel #1 as described in the Tractor Supply Lease (the “**Tractor Supply Premises**”) and depicted on **Exhibit C** attached hereto (the “**Tractor Supply Site Plan**”). The Dollar Tree Tenant and the Tractor Supply Tenant are hereinafter sometimes referred to as “**Tenant**” or “**Tenants**”; the Dollar Tree Lease and the Tractor Supply Lease are hereinafter referred to as “**Lease or Leases**”.

C. Parcel #1 is subject to the Dollar Tree Lease and the Tractor Supply Lease as shown on the Site Plan and the Tractor Supply Site Plan.

D. The Property is also subject to that certain Supplemental Reciprocal Easement and Restriction Agreement dated April 30, 2015 and recorded May 20, 2015 in Liber 3970 Page 68 (the “**2015 Supplemental REA**”), as amended by that certain Amendment to Supplemental Reciprocal Easement and Restriction Agreement as disclosed by instrument recorded in Liber 4633, Page 864 (the “**2022 REA Amendment**”), which were entered into confirm the benefits and burdens of the original Declaration of Easement recorded in Liber 1227 Page 976, as amended by

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First Modification of Declaration of Easements recorded in Liber 1549, Page 365 and Second Modification of Declaration of Easements recorded in Liber 1559, Page 897, all recorded with the Register of Deed of Calhoun County, Michigan (collectively, the “**REA**”). The Property is referred to in the REA as the “**Kmart Parcel**”, and the “**Shopping Center**” as used herein shall have the meaning ascribed to such term in the 2022 REA Amendment.

E. Given the Subdivision, BR Great filed that certain Declaration of Easements and Restrictions effective as of December 13, 2024 and recorded on December 16, 2024 in Liber 4874, Page 0364 with the Register of Deed of Calhoun County, Michigan (the “**Original 2024 Declaration**”), for the benefit of themselves and their successors and assigns in ownership of the Property, to address continuance and maintenance of those certain easements applicable to the Property by virtue of the REA, to create and establish certain easements, agreements, rights and obligations with respect to the Property, as between, and relative to, the Parcels, and to impose certain restrictive covenants on the Property, all as more particularly described in and subject to the terms and conditions of this Declaration.

F. The Site Plan attached as Exhibit B to the Original 2024 Declaration is incorrect, and BR Great desires to amend and restate in its entirety the Original 2024 Declaration in accordance with the terms of this Declaration.

NOW, THEREFORE, in consideration of the terms and conditions that are contained in this Declaration and other good and valuable consideration, the receipt and sufficiency of which is hereby declared as follows:

1. **Recitals; Defined Terms.** The recitals above are true and correct and are hereby incorporated herein. Except as otherwise defined herein, any defined terms in this Declaration shall have the same meaning as in the REA. The use of the term “Shopping Center” is not meant to imply any joint ownership or development of the properties described herein, but relates solely to the contiguity of the land subject to this Declaration and the shared rights, obligations and restrictions as set forth in this Declaration.

2. **Reaffirmation.** This Declaration affirms that the grant of mutual reciprocal and non-exclusive easements, licenses, rights and privileges set forth in the REA with respect to the Property shall continue to apply to each of the Parcels.

3. **Confirmation of TSC Outdoor Display Areas.** BR Great, for itself and its successors and assigns in ownership of the Property, (i) specifically consents to the Tractor Supply Site Plan, (ii) waives and disclaims any and all rights, including but not limited to easement rights, that BR Great and its successors in interest have or may have with respect to those portions of the Shopping Center identified on the Tractor Supply Site Plan as the Permanent Sidewalk Display Area, Permanent Trailer & Equipment Display Area, Propane Location, and Fenced Outdoor Display Area (collectively, the “**TSC Outdoor Display Areas**”) and (iii) consents to TSC’s display and sale of its products on the TSC Outdoor Display Areas.

4. **Grant of Common Area/Parking Easement.** The entire tract of land that comprises the Property is shown on the Site Plan. The Site Plan designates the location and size

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of all buildings constructed, store sizes, parking area, TSC Outdoor Display Areas, and delivery service areas. All that portion of each Parcel or the PBA ("Permitted Build Area" on Parcel #3) that is (i) not dedicated to the exclusive use of any tenant and contains systems (including utilities or mechanical) servicing the Parcels or (ii) not covered by buildings, is comprised of the common area (each a "**Common Area**"). Subject to the terms and provisions of the REA, the Common Area on each Parcel is hereby reserved for the sole and exclusive use of the Parcel Owners and their respective tenants, occupants, employees, agents, partners, contractors, customers, vendors, suppliers, visitors, and licensees (collectively, the "**Permittees**"), and each Parcel Owner hereby grants to the other Parcel Owners (and the other Parcel Owner's Permittees) reciprocal nonexclusive easements for access and parking over the Common Area of such Parcel Owner, including the driveways, sidewalks, service drives, entrances and parking areas as shown on the Site Plan. The Common Area on each Parcel may be used only for vehicular driving, parking and pedestrian traffic and such other purposes as are usual and customary in shopping centers in the metropolitan area in which the Property is located, unless otherwise specifically prohibited in this Declaration. The Common Area on each Parcel shall be maintained as provided for in Section 5 below. The incidental temporary encroachments upon the Common Area on their Parcel may occur as a result of the use of ladders, scaffolds, store front barricades and similar facilities in connection with the construction, maintenance, repair, replacement, alteration or expansion of Buildings, signs and/or the Common Area, all of which are permitted under this Declaration so long as all activities requiring the use of such equipment are expeditiously pursued to completion and are performed in such a manner as to minimize any interference with use of the improved Common Area or with the normal operation of any business in the Property. No party may modify parking areas in the Common Areas in such a way as to decrease the number of parking spaces required pursuant to the Tractor Supply Lease and/or the Dollar Tree Lease. Notwithstanding any contrary provision contained in this Declaration, no structure shall be built in the Common Area without the prior written consent of the Tractor Supply Tenant, other than within the PBA and subject to the terms and conditions of this Declaration, which area is identified on the Tractor Supply Site Plan.

5. **Party Wall; Roof.**

(a) BR Great hereby establish, create, impress, impose, and grant a perpetual, reciprocal easement, right, license, and privilege in favor of each other for the mutual support, maintenance, repair and inspection of any common wall or party wall (including all fire walls, foundations, footings and underground supports) located on any boundary line between Parcel #1 and Parcel #2 (the "**Party Wall**"). Neither Parcel 1 Owner nor Parcel 2 Owner shall materially alter, change, destroy, remove, or make any structural changes, extensions or modifications to the Party Wall which would jeopardize the structural integrity of the building share such Party Wall without the prior written consent of the other Parcel Owner. In the event either Parcel Owner defaults in its obligation to properly maintain its portion of the building that straddles the Party Wall (the "**Common Building**") and such default causes damage or the imminent threat of damage to the portion of the Common Building owned by the other Parcel Owner, then, subject to any restrictions on access set forth in the Dollar Tree Lease and Tractor Supply Lease, the non-defaulting Parcel Owner shall have the right, but not the obligation, upon the expiration of fifteen (15) days' written notice to the defaulting Parcel Owner to cure such default for the account of and at the expense of the defaulting Parcel Owner provided that the defaulting Parcel Owner has not, prior to the expiration of such 15-day notice period, cured the default or commenced to cure the

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default and is diligently continuing such efforts to cure the same. Notwithstanding the foregoing, in the event of emergency conditions constituting a default under this Section 5, the non-defaulting Parcel Owner acting in good faith shall have the right, subject to any restrictions on access set forth in the Dollar Tree Lease and Tractor Supply Lease and the non-defaulting Parcel Owner maintaining the requisite insurance coverage, to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary in the case of an emergency, without advance notice, so long as notice is given as soon as possible thereafter. Any notice to a defaulting Parcel Owner hereunder shall specify with particularity the nature of the default claimed and shall set forth in detail the action which the Parcel Owner giving notice proposes to take. To effectuate any such cure, the non-defaulting Parcel Owner shall have the right to enter upon the Parcel of the defaulting Parcel Owner, subject to the terms of the Dollar Tree Lease and Tractor Supply Lease and the non-defaulting Parcel Owner maintaining the requisite insurance coverage, to perform any necessary work or furnish any necessary materials or services to cure the default of the defaulting Parcel Owner as the non-defaulting Parcel Owner shall deem reasonably necessary or appropriate.

(b) Neither Parcel 1 Owner nor Parcel 2 Owner shall materially alter, change, destroy, remove, or make any structural changes, extensions or modifications to the roof of the Improvements (the "Roof") which would jeopardize the structural integrity of the Roof without the prior written consent of the other Parcel Owner. In the event either Parcel Owner defaults in its obligation to properly maintain its portion of the Roof and such default causes damage or the imminent threat of damage to the portion of the Roof owned by the other Parcel Owner, then, subject to any restrictions on access set forth in the Dollar Tree Lease and Tractor Supply Lease, the non-defaulting Parcel Owner shall have the right, but not the obligation, upon the expiration of fifteen (15) days' written notice to the defaulting Parcel Owner to cure such default for the account of and at the expense of the defaulting Parcel Owner provided that the defaulting Parcel Owner has not, prior to the expiration of such 15-day notice period, cured the default or commenced to cure the default and is diligently continuing such efforts to cure the same. Notwithstanding the foregoing, in the event of emergency conditions constituting a default under this Section 4, the non-defaulting Parcel Owner acting in good faith shall have the right, subject to any restrictions on access set forth in the Dollar Tree Lease and Tractor Supply Lease and the non-defaulting Parcel Owner maintaining the requisite insurance coverage, to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary in the case of an emergency, without advance notice, so long as notice is given as soon as possible thereafter. Any notice to a defaulting Parcel Owner hereunder shall specify with particularity the nature of the default claimed and shall set forth in detail the action which the Parcel Owner giving notice proposes to take. To effectuate any such cure, the non-defaulting Parcel Owner shall have the right to enter upon the Parcel of the defaulting Parcel Owner, subject to the terms of the Dollar Tree Lease and Tractor Supply Lease and the non-defaulting Parcel Owner maintain the requisite insurance coverage, to perform any necessary work or furnish any necessary materials or services to cure the default of the defaulting Parcel Owner as the non-defaulting Parcel Owner shall deem reasonably necessary or appropriate.

(c) Any and all reasonable, out-of-pocket costs and expenses incurred by a Parcel Owner to cure the default of a defaulting Parcel Owner under this Section 4 shall be assessed against and paid by the defaulting Parcel Owner.

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6. **Maintenance of Common Area/Parking.** Each Parcel Owner shall be responsible for the maintenance, repair, and replacement of the Improvements located upon its Parcel at its sole cost and expense. Each Parcel Owner shall maintain, or cause to be maintained, the Improvements located upon its Parcel in a safe and attractive condition and in a good state of repair. The owner of Parcel #1 ("**Parcel 1 Owner**") shall be responsible for the maintenance, repair, and replacement of the Common Areas of the Property and shall maintain, or cause to be maintained such Common Areas in a safe and attractive condition and in a good state of repair. Parcel 1 Owner may engage a third-party manager to satisfy all Common Area maintenance obligations hereunder; provided that if Parcel 1 Owner (or any affiliate thereof) elects to satisfy the Common Area maintenance obligations hereunder, then such arrangement shall be on market, arms-length terms and provisions. The owners of Parcel #2 and Parcel #3 (the "**Other Parcel Owners**") shall reimburse Parcel 1 Owner for its proportionate share of the expenses incurred by Parcel 1 Owner (or its manager) in operating, maintaining, repairing and replacing the Common Areas of the Property (the "**Common Area Expenses**"). The Other Parcel Owners' proportionate share shall be calculated by multiplying the Common Area Expenses by a fraction, the numerator of which is the square foot area of the Common Areas on Parcel #2 or Parcel #3, as applicable, and the denominator of which is the square foot areas of the Property. Commencing on the first day of the month following the Effective Date and the first day of each month thereafter, the Other Parcel Owners shall make payments of its proportionate share of CAM expenses reasonably estimated by Parcel 1 Owner to Parcel 1 Owner in monthly installments, in an amount that represents Parcel 1 Owner's good faith estimate of the Other Parcel Owners' prorata share of Common Area Expenses. Within thirty (30) days after the Effective Date, Parcel 1 Owner shall furnish the Other Parcel Owners with an initial statement setting forth Parcel 1 Owner's good faith estimate of each of the Other Parcel Owner's proportionate share of Common Area Expenses. Within ninety (90) days after the expiration of the first calendar year from the Effective Date, Parcel 1 Owner shall furnish each Other Parcel Owner a statement (the "**CAM Statement**"), and supporting documentation reasonably satisfactory to such Other Parcel Owner, setting forth such Other Parcel Owner's share of the actual Common Area Expense for the calendar year just ended. If any Other Parcel Owner's prorata share exceeds the payments made by such Other Parcel Owner, then such Other Parcel Owner shall pay to Parcel 1 Owner the deficiency within thirty (30) days after receipt of the CAM Statement. If any Other Parcel Owner's payments made during the calendar year exceeds such Other Parcel Owner's prorata share of Common Area Expenses, then Parcel 1 Owner shall refund to such Other Parcel Owner the amount of the overpayment along with the issuance of the CAM Statement. Commencing on the first anniversary of the Effective Date, and continuing annually thereafter, such Other Parcel Owner's monthly payment shall be adjusted to equal 1/12th of BR Great's prorata share of actual Common Area Expenses for the immediately preceding calendar year with an increase reasonably calculated by Parcel 1 Owner.

Common Area maintenance obligations shall include:

(a) Maintaining, repairing and resurfacing, when necessary, all paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability; and restriping, when necessary, to maintain clearly visible parking stall and traffic control lines;

(b) Removing of all papers, debris, filth, refuse, ice and snow, including periodic

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vacuuming and broom sweeping to the extent necessary to keep the Common Area in a first class, clean and orderly condition (snow shall be plowed as soon as a two inch accumulation occurs and re-plowed as necessary to maintain less than a two inch accumulation at all times; upon cessation of the snowfall, the Common Area shall be plowed to the paved surface);

(c) Placing, painting, maintaining, repairing, replacing and repainting, as and when necessary, all directional signs, markers, striping and pedestrian crossings upon or within the Common Area;

(d) Maintaining, repairing and replacing, when necessary, pylon signage (but not panels), traffic directional signs, markers and lines, and all informational signs such as "Handicapped Parking", in good repair and condition;

(e) Operating, maintaining, repairing and replacing, when necessary, such artificial lighting facilities as shall be reasonably required, including, but not limited to, poles, pole bases, wiring, lamps, ballasts, lenses, photocells, time clocks, and contacts. Each Parcel Owner shall maintain and provide electricity to all lighting fixtures attached to its respective Building(s) at its sole cost and expense;

(f) Maintaining and watering all landscaped areas; maintaining, repairing and replacing, when necessary, automatic sprinkler systems and water lines; replacing shrubs and other landscaping as necessary;

(g) Maintaining, repairing and replacing, when necessary, all Common Area walls excluding the Party Wall;

(h) Maintaining, repairing and replacing, when necessary, all Common Area storm drains, sewers, lift stations and other utility lines not dedicated to the public or conveyed to any public or private utility which are necessary for the operation of the Improvements located on the Property;

(i) Performing itself or contracting with a competent third party or parties to perform any of the services described herein;

(j) Providing adequate security in Parcel 1 Owner's reasonable discretion;

(k) Maintaining commercial general liability insurance as set forth in Section 6 hereof;

(l) To the extent not maintained pursuant to the REA, maintaining, repairing and replacing, all storm drains, sewers, lift stations and other utility lines not dedicated to the public or conveyed to any public or private utility that are necessary for the buildings and improvements located on the Parcels; and

(m) Keeping the Common Area and all common utility lines free from any obstructions including those caused by the sale or display of merchandise, unless such obstruction is permitted under the provisions of this Declaration.

7. **Insurance.** BR Great hereby acknowledges that the provisions regarding insurance set forth in Article V of the 2015 Supplemental REA remain in full force and effect (the “**REA Insurance Requirements**”). In addition to the REA Insurance Requirements, each Parcel owner’s commercial general liability insurance shall have a limit of not less than \$4,000,000, so long as Tractor Supply Tenant and Dollar Tree Tenant, or their subsidiaries, affiliates, successors and assigns, lease any portion of the Property, Tractor Supply Tenant and Dollar Tree Tenant, or their subsidiaries, affiliates, successors and assigns shall be named as additional insured on the insurance policies maintained by the Parcel Owners with respect to the Property.

8. **Restrictive Covenants Applicable to the Property for the Benefit of Tractor Supply Tenant.** So long as Tractor Supply Tenant, its subsidiaries, affiliates, successors and assigns, shall lease or control any portion of the Property, the following restrictions shall apply to the Property:

(a) no part of the Property, except for the Tractor Supply Premises, shall be sold, leased, rented, occupied, or otherwise transferred or conveyed for the purpose of selling or offering for sale those items which support a farm/ranch/rural/do-it-yourself lifestyle including: (a) tractor and equipment repair and maintenance supplies; (b) farm fencing; (c) livestock gates; (d) livestock feeding systems; (e) animal and pet feed and health/maintenance products for pets or livestock (including but not limited to: dog, cat, bird, horse, cattle, goat, pig, fowl, rabbits, equine and livestock); (f) western wear and boots; (g) outdoor work wear (similar to and specifically including Carhartt products) and boots; (h) horse and rider tack and equipment; (i) bird feed, housing and related products; (j) lawn and garden goods and equipment (including but not limited to, live plants, shrubs, flowers and trees, push/riding mowers, mow-n-vacs, garden carts and gardening tools, snow blowers, chippers and shredders, wheel barrows, and log splitters); (k) hardware; (l) power tools; (m) welders and welding supplies; (n) open and closed trailers; (o) 3-point equipment; (p) truck and trailer accessories (including truck tool boxes, and trailer hitches and connections); (q) hay and forage; (r) bulk propane and welding gas; (s) pedal boats and motorized vehicles (including tractors, ATVs, mini-bikes, dirt bikes, scooters and UTVs); (t) pet grooming and washing services; and (u) a pet veterinary care clinic (collectively, the “**Restricted Products**”). This use restriction further prohibits the use of the Property, except for the Tractor Supply Premises, as a fulfillment center for selling, offering for sale, receiving, storing, retrieving or distributing Restricted Products ordered, purchased or sold through intra-store sales or online, catalog, or digitally-generated means, and such prohibition includes, without limitation, the use of lockers, lock-boxes and other systems associated with any “buy-online-pick-up-in-store,” “click and collect” or similar concept (the “**Online Retail Restriction**”). Nothing contained in this Declaration shall prevent any tenant, subtenant, licensee or other occupant of all or any portion of the Property from selling Restricted Products as an incidental part of its other and principal business so long as the total number of square feet devoted by such tenant, subtenant, licensee or occupant to the display for sale of Restricted Products does not exceed ten percent (10%) of the total number of square feet of space used for merchandise display by such tenant, subtenant, licensee or occupant (including one-half (1/2) of the aisle space adjacent to any display area) (the “**De Minimis Sales Exception**”); provided however, the De Minimis Sales Exception shall not apply to, or in any way provide relief from, the absolute prohibition of the Online Retail Restriction relative to Restricted Products. Further, this covenant shall not apply to any business operated by Tractor Supply Tenant, or any affiliate of Tractor Supply Tenant.

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(b) no part of the Property shall be used for the purpose of: (i) livestock slaughter or feeding, (ii) fireworks or explosives storage, distribution or manufacture, (iii) any use which would require a license from the Nuclear Regulatory Commission, (iv) biological or hazardous waste incineration, (v) scrap material accumulation, storage or sales, (vi) smelting, (vii) a rendering plant, (viii) the principal use being the manufacture, distribution, storage, treatment, incineration or disposal of chemicals, petroleum products, solvents, hazardous waste or other Hazardous Materials, (ix) a cement or asphalt plant, (x) a crematorium, (xi) a dry cleaning plant or central laundry facility, (xii) the manufacture, storage, distribution, production, sale of or any use involving pornographic materials or items, (xiii) any establishment providing adult entertainment, including without limitation nude, topless or partially-clad dancing, (xiv) a night club or dance hall, (xv) place of religious worship or movie theatre, or (xvi) any use that is illegal pursuant to applicable laws. As used herein, the term "Hazardous Materials" shall mean each and every element, substance, compound, chemical mixture, contaminant, pollutant, material, or waste that is defined as, determined to be, or identified as hazardous, toxic or presenting a risk to human health or the environment under any applicable federal, state or local law, statute, regulation, rule or ordinance or any judicial or administrative decree or decision. In addition to and without limiting the generality of the foregoing, "Hazardous Materials" shall also include petroleum or petroleum products and by-products, asbestos-containing materials, lead-based paint as such term is defined in 15 U.S.C. Section 2681(9), lead-containing paint as such term is defined in 13 C.F.R. Section 1303.2, mold, regulated refrigerants, greenhouse gases, radon and polychlorinated biphenyls (PCBs).

(c) the following uses shall be permitted in the Property only if the front entrance of the business for such use is located more than seventy-five feet (75') from Tractor Supply Tenant's front entrance: call center, education/training center, restaurant (except as expressly set forth below), cafeteria, health club, fitness center, bowling alley, pool hall, skating rink, school, a manufacturing facility or game room whose front entrance shall be a minimum of 75 feet from the Tractor Supply Tenant's front entrance. Nothing herein shall restrict a restaurant use, provided that such restaurant (i) is within a building wholly located within the permissible building area depicted on the Tractor Supply Site Plan as "PBA" and (ii) does not exceed 10,000 square feet in a one-level building. Notwithstanding any contrary provision contained in this Declaration, any building constructed on the PBA must park to code without variance.

(d) No Parcel Owner shall allow any parking whatsoever of any transport trucks on the Common Area, except for parking related to deliveries to tenants of the Property, and each Parcel Owner shall take all commercially reasonable actions necessary to prevent and remove any such transport truck parking.

(e) during any construction of any part of the Property, as well as during any subsequent maintenance, repair, restoration, rebuilding, reconstruction or replacement thereof:

(i) all construction shall be conducted expeditiously and in such a manner as to not adversely affect the business operations conducted on, or the visibility of, the portions of the Property not under construction;

(ii) all construction materials, equipment and parking shall be kept neat so as to not interfere with the business operations on the Property and all staging of construction materials and equipment and all construction parking shall be kept on the parcel under construction;

(iii) a separate construction entrance, to the extent feasible, shall be utilized for any construction on each parcel;

(iv) drive aisles and access areas serving the Property shall not be impeded or blocked at any time;

(v) Commercially reasonable efforts shall be taken to minimize any business interruption to Tractor Supply Tenant's business operations, including utility services, to assure that the interruption would be scheduled, where possible, after Tractor Supply Tenant's normal business hours, and if not able to be after business hours, to assure that Tractor Supply Tenant is advised in advance of the potential interruption of utility service;

(vi) If there is a potential impact to or interruption of Tractor Supply Tenant's power supply for operation of the business as a result of any work in the Property, the party causing such impact or interruption will provide, without cost and expense to Tractor Supply Tenant, a generator as needed to provide power for Tractor Supply Tenant's critical business operations during the power outage;

(vii) Any damage caused to the Tractor Supply Premises arising from the development of the Property shall be promptly repaired by the party causing such damage (the "Responsible Party"). If the damage is not promptly and completely repaired to Tractor Supply Tenant's reasonable satisfaction, Tractor Supply Tenant shall have the right to repair such damage at the cost and expense of the Responsible Party;

(viii) Tractor Supply Tenant and its store manager will be given at least ten (10) days prior notice of the commencement of any construction work on the Property; and

(ix) Tractor Supply Tenant and its store manager will be provided with the contact name and number for the onsite construction supervisor for the construction of any building or other improvements in the Property.

(e) No Parcel Owner shall permit or consent to any changes to the entrances, easements, passways, curb cuts or delivery lanes on or benefitting the Property or the Tractor Supply Premises, including the driveways, without the prior written consent of Tractor Supply Tenant.

9. Restrictive Covenants Applicable to the Property for the Benefit of Dollar Tree. So long as Dollar Tree Tenant, its subsidiaries, affiliates, successors and assigns, shall lease any portion of the Property, the following restrictions shall apply to the Property:

(a) no part of the Property except for the Dollar Tree Premises shall be occupied for the operation of a single price point variety retail store or any other retail store the Principal

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Business of which is the operation of a single price point variety retail store. A business is a "Principal Business" if the merchandise or categories of merchandise in question are sold in the aggregate in twenty-five percent (25%) or more of the sales floor area of the premises (including one-half [1/2] of the adjacent aisle space). Further, no occupant of the Property other than Dollar Tree Tenant shall operate their premises for any of the following uses without the prior written consent of Dollar Tree Tenant, which consent may be withheld by Dollar Tree Tenant in its sole and absolute discretion: Variety retail operations with the word "Dollar" or any derivation, abbreviation, slang, symbol or combination thereof (or their respective equivalents in any other language) in their trade name, including by way of example Dollar General, 99 Cents Only, and their Affiliates operating for the same type of use; or Big Lots; or Party City and Halloween City; or Popshelf and its Affiliates operating for the same type of use; or any of the following: A flea market or a pawn shop; A bar, pub, nightclub, music hall or disco in which less than 50% of the space or 50% of the revenue is devoted to and derived from food service; A bowling alley, billiard, pool or bingo parlor; An arcade, pinball or computer game room (provided that retail facilities which are otherwise not prohibited or restricted may operate no more than six (6) such electronic games incident to their primary business); A training or educational facility (including, without limitation, a beauty school, barber college, reading room, driving school, or other facility catering primarily to students or trainees rather than customers); A massage parlor (which shall not be construed to mean a business of the type commonly referred to as a "day spa"); A funeral home; A gymnasium, sport or health club; A facility for the sale of paraphernalia for use with illicit drugs; A retail store, dispensary, or any other facility where marijuana products are grown, manufactured, or distributed; A facility for the sale or display of pornographic material; A lingerie bar, "go-go" bar or other similar establishment; A laundromat; An off-track betting parlor; A carnival, amusement park or circus; A gas station, car wash or auto repair or body shop; A facility for the sale of new or used motor vehicles, motorcycles, trailers or mobile homes; A skating rink; A banquet hall, auditorium or other place of public assembly; A hotel or residential facility; A theater of any kind; Any use that creates reasonably objectionable or obnoxious odors; or Other non-retail uses except for office or storage facilities incidental to a primary retail operation. Notwithstanding the foregoing, the use restrictions set forth in this Section 8 (collectively, the "**Dollar Tree Use Protections**") shall not apply to any current occupant or tenant of the Property who is operating under their current use clause or trade name as of the date of the Dollar Tree Lease; provided, however, in the event a Parcel Owner's consent is required for a change in permitted use or trade name or a Parcel Owner has the ability to challenge a change of permitted use or trade name, then such Parcel Owner shall not consent to a change of any tenant's use or trade name which would result in a violation of the Dollar Tree Use Protections and the Parcel Owners shall enforce the Dollar Tree Use Protections so that no violations occur. As used in this Section 8, the term "Affiliates" shall mean, with regard to any person, their (i) direct and indirect parent companies and their direct and indirect subsidiaries and related and affiliated companies, including without limitation all companies directly or indirectly controlled by, or under common control with, their parent companies, (ii) officers, directors, employees, agents, and legal representatives, and (iii) shareholders, members, constituent partners and beneficial owners, provided that with regard to any person whose equity interests are traded on a recognized public exchange, the holders of such equity interests shall not be considered Affiliates solely by virtue of such ownership interests. In the case of an individual, an Affiliate shall be any entity in which such individual owns twenty percent (20%) or more of the equity interests or otherwise owns or holds the power to control.

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(b) As of the Delivery Date (as defined in the Dollar Tree Lease) and continuing throughout the Lease Term, there is and will be both (i) paved tractor-trailer access to and from within five feet (5') of the rear service door of the Dollar Tree Premises sufficient to support Dollar Tree Tenant's WB-67 tractor-trailer delivery, and (ii) dumpster-truck ingress to and egress from the proposed location of Dollar Tree Tenant's dumpster, both as shown on the Site Plan. Such access, as depicted on the Site Plan, will not be altered or impaired at any time and no action shall be taken which would deprive Dollar Tree Tenant's WB-67 tractor-trailers or dumpster-trucks of such continued ingress and egress. Further, the Site Plan shall not be modified so as to limit or restrict customer access to the Dollar Tree Premises or otherwise limit or interfere with Dollar Tree Tenant's ability to receive deliveries and trash pickup and customers' abilities to access the Dollar Tree Premises. Notwithstanding the foregoing, Dollar Tree Tenant acknowledges that the Common Areas of the Property may be modified or altered in connection with construction or alterations for the outlot proposed to be constructed on Parcel #3 of the BR Great Parcels and other ordinary tenant buildout work and repairs to be performed to vacant premises in the Property; provided, however, in no event will such changes impair reasonable access to the Dollar Tree Premises, the reasonable visibility of the Dollar Tree Premises, or the ability of Dollar Tree Tenant's delivery trucks to deliver to the Dollar Tree Premises in the area shown on the Site Plan.

(c) No Parcel Owner shall construct or allow any permanent or temporary improvements or obstructions to be built, placed or remain in Dollar Tree Tenant's "No Build Area" as shown on the Site Plan, including, without limitation, any temporary or permanent improvements which would reduce the number of parking spaces within the No Build Area or impair the visibility of the Dollar Tree Premises. Without limiting the foregoing, no Parcel Owner shall allow promotional events, promotional tractor-trailers, tent sales or other similar events in the No Build Area.

(d) During any period that a Parcel Owner is performing alterations to the exterior of the Property, such Parcel Owner will take reasonable safety precautions to protect Dollar Tree Tenant's customers and employees while they access the Common Areas. Except for construction or alterations in connection with Parcel #3 of the BR Great Parcels and other ordinary tenant buildout work and repairs to be performed to vacant premises in the Property, there shall be no construction or alterations to any exterior portion of a Parcel, including the Common Areas, during the months of October, November or December without the prior written consent of Dollar Tree Tenant, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, in the event of an emergency affecting the health, safety or welfare of employees or customers of the Property or the potential closure of the Property, the Parcel Owners shall be entitled to perform such construction as is necessary to remove the emergency and the remainder of any required construction shall be completed after December and before October of any year.

(e) No Parcel Owner shall not perform construction or alterations in the Property which would have a material and adverse impact on (i) Dollar Tree Tenant's operation within the Dollar Tree Premises, (ii) customer or employee access to the Dollar Tree Premises or to the Common Areas in front of and adjacent to the Dollar Tree Premises, or (iii) the visibility of the Dollar Tree Premises from the Common Areas or main public streets providing access to the Property, without

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the prior written consent of Dollar Tree Tenant, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Dollar Tree Tenant acknowledges that the Parcel Owners may be required to alter or modify the Common Areas of the Property in connection with construction or alterations for the outlot proposed to be constructed on Parcel #3 of the BR Parcels and other ordinary tenant buildout work and repairs to be performed by the Parcel Owners to vacant premises in the Property; provided, however, in no event will such changes impair reasonable access to the Dollar Tree Premises, the reasonable visibility of the Dollar Tree Premises, or the ability of Dollar Tree Tenant's delivery trucks to deliver to the Dollar Tree Premises in the area shown on the Site Plan. No Parcel Owner may close all or any portion of the Common Areas during the months of October, November or December.

(f) In the event a Parcel Owner performs maintenance or undertakes alterations or renovations of any area of the Property where Dollar Tree Tenant's signs are located, the owner of such Parcel shall be obligated, at such Parcel Owner's sole cost and expense, to store, protect, repair or replace, if necessary, any of Dollar Tree Tenant's signs or sign areas which are damaged or required to be repaired or altered as a result of such Parcel Owner's work.

10. Remedies. In the event that any owner of all or any portion of the Property shall fail to perform its obligations under this Declaration, any non-defaulting owner of all or any portion of the Property may notify the defaulting party and shall specify the breach. If such failure or breach is not cured within twenty (20) days after receipt of such notice, then such non-defaulting party shall have the right to cure the failure or breach, and recover all actual and reasonable costs and expenses related thereto from the defaulting party. Notwithstanding the foregoing, in the event that the failure or breach creates an imminent danger of damage to persons or properties, or jeopardizes access to any portion of the Property, no notice shall be required prior to the non-defaulting party commencing such work or commencing a cure. Any monetary amounts due and payable to the non-defaulting party pursuant to this Declaration shall be paid within twenty (20) days from the date the defaulting party is notified of the amounts due. It is expressly agreed that no breach of this Declaration shall entitle any party hereto, to cancel, rescind or otherwise terminate this Declaration. Such limitation, however, shall not affect in any manner any other rights or remedies which such party may have hereunder by reason of such breach.

11. Lien Rights. Any claim for reimbursement and all costs and expenses, including reasonable attorneys' fees awarded to a non-defaulting Parcel Owner in enforcing any payment in any suit or proceeding under this Declaration, shall be assessed against the defaulting Parcel Owner in favor of the non-defaulting Parcel Owner and shall constitute a lien (the "**Assessment Lien**") against the defaulting Parcel Owner's Parcel until paid, effective upon the recording of a notice of lien in the land title records for Calhoun County, Michigan; provided, however, that (i) no such Assessment Lien shall be filed if the defaulting Parcel Owner has notified the non-defaulting Parcel Owner in writing that it disputes, in good faith, the amount of any claim for reimbursement; and (ii) any such Assessment Lien shall be subject and subordinate to (a) any mortgage granted on such Parcel to a bona fide non-affiliated third party lender, (b) liens for taxes and other public charges which by applicable law are expressly made superior, and (c) all mortgages and other liens on any Parcel or Parcels recorded in the land title records of Calhoun County, Michigan prior to the date of recordation of an Assessment Lien. All other liens recorded on any Parcel or Parcels subsequent to the recordation of the notice of lien described herein shall be junior and subordinate

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to the Assessment Lien. Upon the timely curing by the defaulting Parcel Owner of any default for which a notice of lien was recorded, the non-defaulting Parcel Owner that recorded the Assessment Lien shall record an appropriate release of such notice of lien and Assessment Lien.

12. Indemnification. Each Parcel Owner shall indemnify and hold harmless the other Parcel Owner from and against any and all actual loss, actual damage, claim, cause of action, liability, and out of-pocket cost and expense (including, but not limited to, reasonable attorneys' fees and court costs), but only to the extent resulting from or in any way related to (i) the use by such indemnifying Parcel Owner of any easement created hereby and located on the indemnified Parcel Owner's Parcel, or (ii) the acts or omissions of such indemnifying Parcel Owner in exercising its rights and/or performing its obligations under this Declaration.

13. Casualty. In the event that any building or buildings within the Property shall be damaged or destroyed (partially or totally) by fire, the elements, or any other casualty, the owner of the Parcel shall, at its expense, promptly and with due diligence, repair, rebuild, and restore the same as nearly as practicable to the condition existing just prior to such damage or destruction.

14. Condemnation. In the event of any condemnation of any part of the Property, the owner of the Parcel shall, at its expense, promptly and with due diligence, repair, rebuild, and restore the same as nearly as practicable to the condition existing just prior to such condemnation.

15. Signage. Pursuant to the REA, Parcel 1 Owner is responsible for maintaining the Pylon Sign (as defined in the REA). Parcel 1 Owner has the right to install a panel on both sides of the Pylon Sign in the first and second positions on such Pylon Sign. The owner of Parcel #3 shall have the right to install a panel on both sides of the Pylon Sign in the third and fourth (if applicable) position on such Pylon Sign.

16. Notices. All notices delivered regarding this Declaration shall be given and deemed to have been properly served if delivered in writing personally, by certified mail, by a nationally recognized overnight courier providing signed proof of delivery, or via electronic mail (subject to the conditions below) addressed as follows:

BR Great:
c/o B. Riley Principal Investments RE, LLC
875 N. Michigan Avenue, Suite 3900
Chicago, Illinois 60611
Attn: Michael Jerbich
E-mail: mjerbich@brileyfin.com
With a Copy to:

ArentFox Schiff LLP
1301 Avenue of the Americas, 42nd Floor
New York, New York 10019
Attn: Stefanie M. Graham, Esq.
E-mail: stefanie.graham@afslaw.com

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Anticipated Parcel 1 Owner:

c/o Agree Central, LLC
Attn: Danielle M. Spehar, Esq.
32301 Woodward Avenue
Royal Oak, Michigan 48073
E-mail: dspehar@agreerealty.com

With a Copy To:

Honigman LLP
Attn: Lowell D. Salesin, Esq.
39400 Woodward Avenue, Suite 101
Bloomfield Hills, Michigan 48304
E-mail: lsalesin@honigman.com

In addition, for so long as Tractor Supply Tenant holds any interest in any portion of the Property, copies of all notices shall be provided to:

Lease Administration Department
Tractor Supply Company
5401 Virginia Way
Brentwood, TN 37027
Facsimile: (615) 440-4132
Telephone: (615) 440-4000
Email: TSC_Notices@tractorsupply.com

In addition, for so long as Dollar Tree Tenant holds any interest in any portion of the Property, copies of all notices shall be provided to:

Dollar Tree Stores, Inc.
Attn: Lease Administration Department
500 Volvo Parkway
Chesapeake, Virginia 23320
Reference: Store #2088

With a Copy To:

Fox Rothschild LLP
Attn: Scott R. Kipnis, Esq.
101 Park Avenue, 17th Floor
New York, New York 10178
E-mail: SKipnis@foxrothschild.com

Email. Notices and documents required under this Declaration may be given via electronic mail, provided electronic mail shall not be deemed received unless acceptance of such

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notice is acknowledged by the recipient. Each Parcel Owner and all successors in interest shall have an affirmative duty to acknowledge receipt of a notice transmitted by electronic mail.

17. Miscellaneous.

(a) Runs with the Land. The Property shall be held, sold and conveyed together with and subject to the terms and conditions of this Declaration.

(b) Constructive Notice and Acceptance. Every person or legal entity who or which will hereafter own or acquire any right, title, interest or estate in or to any portion of the Property, whether or not such interest is reflected upon the public records of Marshall, Michigan, will be conclusively deemed to have consented and agreed to each and every term and condition contained herein, whether or not any reference to this Declaration is contained in the document or instrument pursuant to which such person or legal entity will have acquired such right, title, interest or estate in the Property or any portion thereof.

(c) Effect of Invalidation. If any particular provision of this Declaration is held to be invalid by any court, the validity of such provision will not affect the validity of the remaining provisions hereof.

(d) Applicable Law. This Declaration shall be governed by and construed in accordance with the laws of the State of Michigan.

(e) No Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any property affected hereby, or any portion thereof, to or for the general public or for any public use or purpose whatsoever, it being the intention of BR Great that the Parcel Owners and their successors and assigns in ownership of the Property that this Declaration shall be strictly limited to and for the purposes herein expressed, solely for the benefit of the Parcel Owners and their successors and assigns in ownership of the Property. Nothing contained in this Declaration, expressed or implied, shall confer upon any person, other than the Parcel Owners and their successors and assigns in ownership of the Property any rights or remedies under or by reason of this Declaration.

(f) Merger. In the event any party shall now or hereafter own, acquire or otherwise take title to the entirety of the Property, the Declaration shall survive and shall not be terminated or defeated by any doctrine of merger.

(g) Amendment. The Declaration may be amended, modified or terminated only in a writing executed and acknowledged by the respective owners of the Property at the time of such amendment, modification or termination, and only with the prior written consent of (i) Tractor Supply Tenant so long as Tractor Supply Tenant, its subsidiaries, affiliates, successors and assigns, shall lease any portion of the Property and/or (ii) Dollar Tree Tenant so long as Dollar Tree Tenant its subsidiaries, affiliates, successors and assigns, shall lease any portion of the Property.

(h) Limitation of Liability. Notwithstanding any other provision of this Declaration, no Parcel Owner nor any officer, member, director, agent, partner, trustee,

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beneficiary, or employee thereof shall be liable in an individual or personal capacity for the performance or nonperformance of any agreement, covenant, or obligation of a Parcel Owner contained herein, and a Parcel Owner's liability shall be limited to such Parcel Owner's interest in the Parcel owned by such party in its then current condition, and in the profits, issues, and proceeds therefrom.

(i) Discharge of Rights and Duties Upon Transfer. In the event of an assignment, transfer, or conveyance of the whole of the interest of any person in and to any parcel in which such person has an interest, without retaining any beneficial interest other than under the terms of a deed of trust or mortgage, without simultaneously acquiring a new interest on such parcel by way of leasehold, life estate, or other possessory interest, then the powers, rights, and interest conferred on such person will be deemed assigned, transferred, or conveyed to such transferee, assignee, or grantee; the obligations will be deemed assumed by such transferee, assignee, or grantee with interest so acquired; and the duties, obligations, and rights of the person so transferring the interest shall be discharged.

(j) Duration. Each easement, covenant, and restriction contained herein shall continue in full force and effect unless terminated by all Parcel Owners, but in no event prior to the expiration or earlier termination of the Dollar Tree Lease and/or the Tractor Supply Lease; provided, however, that if applicable law prohibits the effectiveness of this Declaration in perpetuity, then this Declaration shall continue in full force and effect until the date that is one day prior to the latest permitted date of effectiveness under applicable law.

(k) Estoppel Certificates. Any Parcel Owner may, at any time and from time to time, deliver written notice to the other Parcel Owners requesting such Parcel Owners to execute estoppel certificates certifying that to the best knowledge of the other Parcel Owners, (i) the requesting Parcel Owner is not in default in the performance of its obligations under this Declaration, or if a default is alleged, specifically describing the nature and amount thereof, and (ii) confirming that this Declaration has not been amended (or, if so, identifying the amendments), and confirming this Declaration is in full force and effect. Each Parcel Owner shall execute and return such a certificate within thirty (30) days after receipt of a request therefor.

(l) Captions and Headings. The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

[EXECUTION ON FOLLOWING PAGES]

BR GREAT NORTHERN MALL, LLC,
a Delaware limited liability company

By: *[Signature]*

Print Name: Al Lieberman

Its: *[Signature]*

STATE OF Illinois)

COUNTY OF LAKE)

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Al Lieberman, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged her/himself to be the Principal of BR Great Northern Mall LLC a Limited Liability Corp (corporation, partnership, limited liability company), and that (s)he executed the foregoing instrument for the purposes therein contained, by signing the name of the Al Lieberman by her/himself as Principal.

In Witness Whereof, I hereunto set my hand and official seal this 23 day of December, 2024.

[Signature]

NOTARY PUBLIC: Jerome KAHN
My Commission Expires: 02/27/2028



EXHIBIT A

(Legal Description of the Land and each Parcel)

The Land:

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

A parcel of land in the Northeast 1/4 of Section 27, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, being described as: Commencing at the Northeast corner of Section 27; thence North 89 degrees 40 minutes 25 seconds West 70.04 feet along the North Section line to the intersection of said North line with the West line of West Drive; thence South 01 degree 41 minutes 50 seconds East 785.00 feet along the West line of West Drive; thence South 74 degrees 49 minutes 36 seconds West 590.00 feet parallel with the North line of Michigan Avenue to the Point of Beginning; thence South 15 degrees 10 minutes 24 seconds East 115.00 feet perpendicular to the North line of Michigan Avenue; thence South 74 degrees 49 minutes 36 seconds West 113.67 feet parallel with the North line of Michigan Avenue; thence South 15 degrees 10 minutes 24 seconds East 509.58 feet perpendicular to the North line of Michigan Avenue to said North line; thence South 74 degrees 49 minutes 36 seconds West 415.98 feet along the North line of Michigan Avenue; thence North 69 degrees 10 minutes 24 seconds West 86.96 feet; thence North 15 degrees 10 minutes 24 seconds West 626.47 feet perpendicular to the North line of Michigan Avenue; thence North 74 degrees 49 minutes 36 seconds East 550.00 feet parallel with the North line of Michigan Avenue; thence South 58 degrees 30 minutes 18 seconds East 72.86 feet to the Point of Beginning.

The Parcels:

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PARCEL 1

Commencing at the NE corner of Section 27, T2S, R6W, Marshall Township, Calhoun County, Michigan; thence N89°35'29"W 70.70 feet along the North line of said Section 27; thence S01°41'50" E 782.63 feet along the West right-of-way line of West Drive (Variable Width); thence S74°49'36"W 590.00 feet; thence N58°30'18"W 72.86 feet; thence S74°49'36"W 279.64 feet to the POINT OF BEGINNING;

thence S15°10'24"E 33.95 feet;
thence N74°50'54"E 53.05 feet;
thence S15°00'02"E 239.36 feet;
thence S74°49'36"W 43.60 feet;
thence S15°10'24"E 232.66 feet;
thence S74°49'36"W 202.08 feet;
thence S15°10'24"E 34.49 feet;
thence S74°49'36"W 77.00 feet;
thence N15°10'24"W 540.47 feet;

thence N74°49'36"E 270.36 feet to the POINT OF BEGINNING. Being part of the NE 1/4 of said Section 27, T2S, R6W, City of Marshall, Calhoun County, Michigan and containing 3.54 acres of land, more or less. Being subject to any easements and restrictions of record, if any.

PARCEL 2

Commencing at the NE corner of Section 27, T2S, R6W, Marshall Township, Calhoun County, Michigan; thence N89°35'29"W 70.70 feet along the North line of said Section 27; thence S01°41'50" E 782.63 feet along the West right-of-way line of West Drive (Variable Width); thence S74°49'36"W 590.00 feet to the POINT OF BEGINNING;

thence S15°10'24"E 115.00 feet;
thence S74°49'36"W 113.67 feet;
thence S15°10'24"E 337.98 feet;
thence S74°49'36"W 207.25 feet;
thence N15°10'24"W 232.66 feet;
thence N74°49'36"E 43.60 feet;
thence N15°00'02"W 239.36 feet;
thence S74°50'54"W 53.05 feet;
thence N15°10'24"W 33.95 feet;
thence N74°49'36"E 279.64 feet;

thence S58°30'18"E 72.86 feet to the POINT OF BEGINNING. Being part of the NE 1/4 of said Section 27, T2S, R6W, City of Marshall, Calhoun County, Michigan and containing 2.58 acres of land, more or less. Being subject to any easements and restrictions of record, if any.

PARCEL 3

Commencing at the NE corner of Section 27, T2S, R6W, Marshall Township, Calhoun County, Michigan; thence N89°35'29"W 70.70 feet along the North line of said Section 27; thence S01°41'50" E 782.63 feet along the West right-of-way line of West Drive (Variable Width); thence S74°49'36"W 590.00 feet; thence S15°10'24"E 115.00 feet; thence S74°49'36"W 113.67 feet; thence S15°10'24"E 337.98 feet to the POINT OF BEGINNING;

thence continuing S15°10'24"E 171.60 feet;
thence S74°49'36"W 415.98 feet along the North right-of-way line of Michigan Avenue (Variable Width);
thence N69°10'24"W 86.96 feet along the MDOT right-of-way line;
thence N15°10'24"W 86.00 feet;
thence N74°49'36"E 77.00 feet;
thence N15°10'24"W 34.49 feet;

thence N74°49'36"E 409.33 feet to the POINT OF BEGINNING. Being part of the NE 1/4 of said Section 27, T2S, R6W, City of Marshall, Calhoun County, Michigan and containing 1.81 acres of land, more or less. Being subject to any easements and restrictions of record, if any.

NOTES:

1. ALL UTILITIES HAVE BEEN BUILT.
2. UNITS 1, 2 AND 3 HAVE BEEN BUILT.
3. ALL UTILITY MAINS THAT SERVICE UNITS 1, 2 AND 3, HAVE BEEN BUILT.
4. ALL OF THE UNITS AND THE GENERAL COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS DESIGNATED AS "PASSING AREA" ARE HEREBY DESIGNATED AS CONVERTIBLE AREAS WITHIN THIS THE UNITS AND COMMON ELEMENTS MAY BE MODIFIED BY THE DEVELOPER IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE _____ OF THE MASTER DEED

NOTES:

1. ALL UTILITIES MUST BE BUILT.
2. STORM SEWER, SANITARY SEWER AND WATERMAIN WERE TAKEN FROM APPROVED CONSTRUCTION PLANS PREPARED BY _____
3. ELECTRIC SERVICE WILL BE PROVIDED BY CONSUMERS ENERGY.
4. GAS SERVICE WILL BE PROVIDED BY CONSUMERS ENERGY.
5. TELEPHONE SERVICE WILL BE PROVIDED BY AT&T.
6. CABLE TELEVISION IS PROVIDED BY VARIOUS _____
7. SANITARY SEWER AND WATERMAIN WILL BE PROVIDED BY CITY OF MARSHALL.



SCALE: 1" = 50'
0 50 100 150

LEGEND

- SET 4" CONCRETE MONUMENT
- SET 5/8" IRON ROD
- LIMITS OF OWNERSHIP (UNIT)
- EXIST. UTILITY POLE
- EXIST. UTILITY POLE W/ TRANS.
- EXIST. GUY POLE
- GUY WIRE
- ELEC. TRANSFORMER
- EXIST. AC UNIT
- EXIST. GENERATOR
- EXIST. OVERHEAD UTILITY LINE
- EXIST. LIGHT POLE
- EXIST. TELEPHONE LINE
- EXIST. ELECTRIC LINE
- EXIST. GAS LINE
- EXIST. FIBER OPTIC LINE
- EXIST. WATER MAIN
- EXIST. HYDRANT
- EXIST. GATE VALVE IN BOX
- EXIST. GATE VALVE IN WELL
- EXIST. CURB STOP & BOX
- REDUCER
- EXIST. BLOW-OFF
- EXIST. POST INDICATOR VALVE
- THRUST BLOCK
- EXIST. FIRE DEPT. CONNECTION
- EXIST. STORM SEWER
- EXIST. CATCH BASIN OR INLET
- EXIST. BEEHIVE INLET
- END SECTION
- HEAD WALL
- CULVERT
- EXIST. DOWNSPOUT
- EXIST. SANITARY SEWER
- EXIST. CLEANOUT
- SIGN
- MAILBOX
- TELEPHONE MISC.
- CABLE TELEVISION RISER
- ELECTRIC METER
- WATER METER
- SPRINKLER CONTROL BOX
- GAS METER
- GAS LINE MARKER
- FIBER OPTIC MARKER
- PEDESTRIAN CROSSING SIGNAL
- TRAFFIC SIGNAL CONTROL BOX

ch d h a + associates
architecture + interiors + design



300 WEST WASHINGTON STREET SUITE 100 MARSHALL, MICHIGAN 49661
734.242.0000 | www.chdha.com | 313.242.0000



RILEY FINANCIAL
REAL ESTATE
150 NORTH SPENCER PLAZA, SUITE 2000
CONCORD, ILLINOIS 60015
312.894.7021

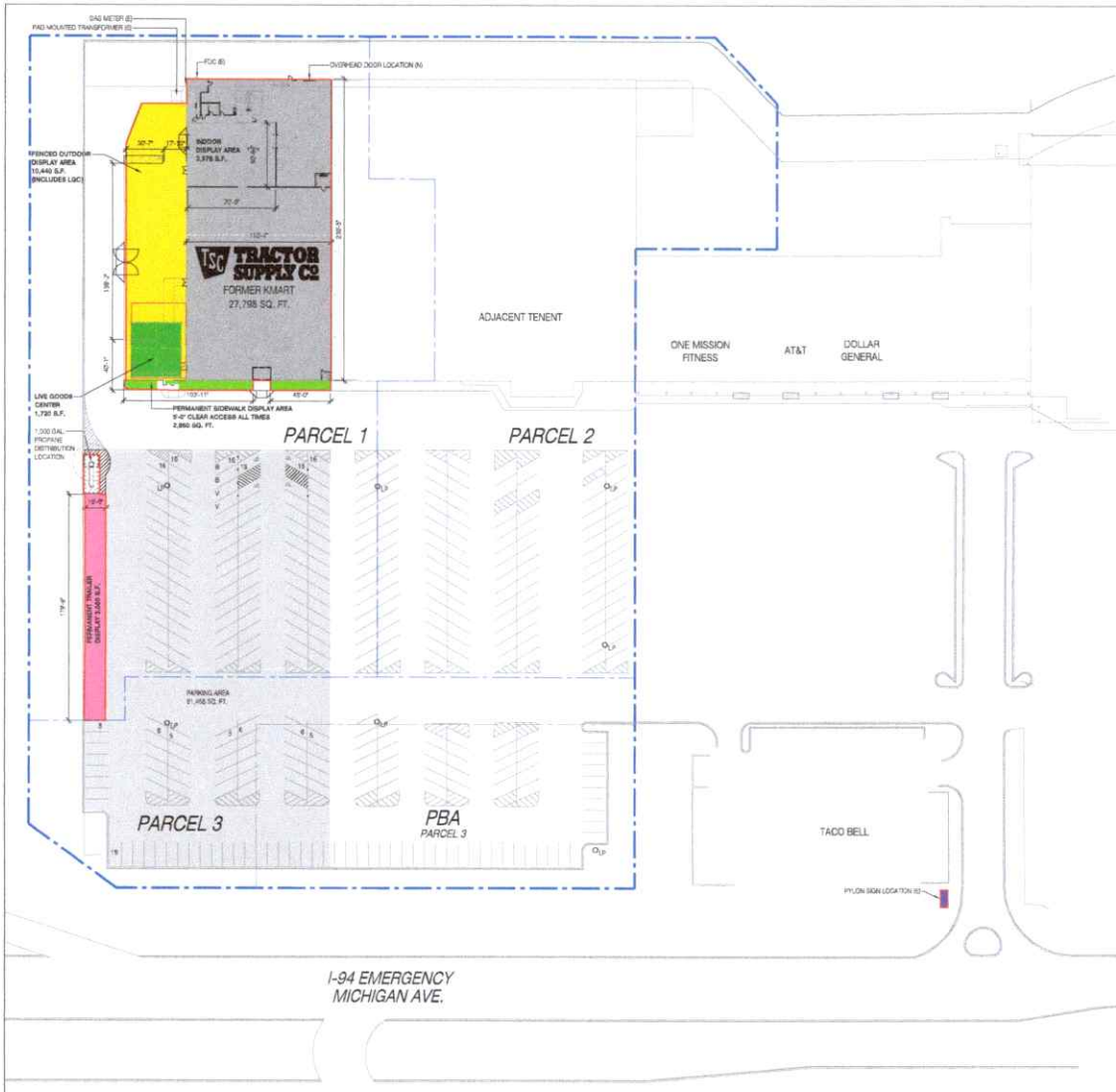
SITE SEPARATION DOCUMENT
MARSHALL PLAZA
15861 MICHIGAN AVE
MARSHALL, MI 49068

NO.	DESCRIPTION	DATE
1	SITE SEPARATION DOCUMENT	08/21/2024
2	SITE SEPARATION DOCUMENT	11/25/2024
3	SITE SEPARATION DOCUMENT	12/02/2024
4	SITE SEPARATION DOCUMENT	12/02/2024
5	SITE SEPARATION DOCUMENT	12/02/2024

SITE SEPARATION DOCUMENT

MARK VANDER VEEN, PROFESSIONAL SURVEYOR #56788
PROPOSED DATED: CONDO, DATE

A2.5



SQ. FT. INDEX	
VESTIBULE	= 143 SQ. FT.
SALES FLOOR	= 17,337 SQ. FT.
STOCKROOM	= 4,128 SQ. FT.
INDOOR DISPLAY	= 3,376 SQ. FT.
SERVICE CORRIDORS	= 2,814 SQ. FT.
TOTAL AREA	= 27,798 SQ. FT.
PARKING AREA	= 61,458 SQ. FT.

- LIVE GOODS CENTER
- OUTDOOR DISPLAY AREA
- PERMANENT TRAILER AND EQUIPMENT DISPLAY AREA
- PERMANENT SIDEWALK DISPLAY AREA WITH CLEAR WALKWAY
- FENCE/SCREEN
- PROPERTY LINE
- DEMISED PREMISES

All measurements and areas portrayed on this sheet are deemed to be accurate by architect, however all building owners/contractors should verify the actual conditions. Any changes to the scope of work, and thus potential change orders, should be identified and communicated in per the submitted to TSC.

This drawing and the design shown is the property of the architect. The reproduction, copying or use of this drawing without their written consent is prohibited and any infringement will be subject to legal action.

Job Number: 180000
 Date: 10/20/2018
 Revision:
 Revision:
 Revision:
 Revision:
 SITE PLAN
 SHEET NO. 18
 Sheet Number: AS1.0

OXFORD ARCHITECTURE
 2000 W. 10th Street, Ann Arbor, MI 48106
 734.769.8000

TRACTOR SUPPLY COMPANY
 MARSHALL, MICHIGAN

Tractor Supply Company shall not be responsible for the preparation of any work performed or material supplied by the Contractor or any of its sub-contractors, sub-subcontractors and suppliers, its agents or under any of them which is not intended or written and signed by one of the following Tractor Supply Company authorized representatives: Neil Estlin, Director of Construction, or a Construction Project Manager. The architect, contractor, engineer, interior designer or other professional shall not be responsible for the design, construction or installation of any work, whether by contract, change order or change directive, that has not been written and signed by the person identified in this provision. Any work performed or material provided by the Contractor, any of its sub-contractors, sub-subcontractors contrary to this provision shall be at its own risk and any expense and liability shall be retained or stay the Contractor or any of its sub-contractors, sub-subcontractors for same.

LAW OFFICES
ABBOTT, THOMSON, MAULDIN, PARKER, BEER & LINDSEY, PLC

WILLIAM M. ABBOTT
KEVIN M. THOMSON
KURT J. PARKER
BRENDON R. BEER
RICHARD C. LINDSEY, JR.

405 SOUTH JACKSON STREET
POST OFFICE BOX 450
JACKSON, MICHIGAN 49204-0450
(517) 787-8570
FAX: (517) 787-8571

OF COUNSEL:
CLYDE W. MAULDIN

December 20, 2024

Marcia D. Strange (VIA E-MAIL)
Director of Community Development
City of Marshall
323 W. Michigan Avenue
Marshall, Michigan 49068

RE: Split Application – Parcel 53-002-592-00: Parcel 3

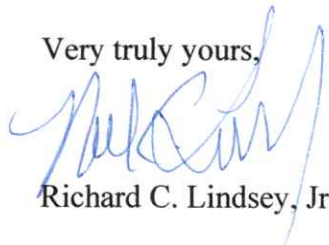
Dear Ms. Strange:

I am writing to confirm our conversation on December 18, 2024, with Al Lieberman, the Principal of BR Great Northern Mall, which is the owner of Parcel 53-002-592-00. By our calculation, Parcel 3, as identified in the application and on Exhibit B of the Declaration of Easements and Restrictions, has 93 spots available if the size of the structure was 10,000 square feet. Mr. Lieberman is satisfied with that number and believes that is sufficient for future sale of the parcel.

Additionally, Paragraph 4 of the Declaration provides that that all of the areas contained within Parcels 1 and 2 outside of the building area for each of those two parcels is identified as Common Area and each of the owners has a reciprocal right to use all of that Common Area for parking and access. These spaces are all available to Parcel 3 if needed. Parking spaces included in the Common area total 217. Mr. Lieberman is satisfied that if the Parcel 3 on-site parking and the Common Area parking are not sufficient, he can negotiate a set-aside of specific spaces with the other owners of Parcels 2 and 3 when (if) the need arises.

Thank you again for your prompt action in processing this split application and if you have any in advance for your cooperation in this matter.

Very truly yours,



Richard C. Lindsey, Jr.

Enclosure
Cc: Client

ZONING ADMINISTRATOR'S REPORT

SPECIAL LAND USE APPLICATION

JPC (CITY OF MARSHALL AND MARSHALL TOWNSHIP)

PROPERTY ADDRESS: 15855 W MICHIGAN AVE
MARSHALL, MI 49068

PARCEL #: 53-002-592-03

ZONING DISTRICT: B-4 Regional Commercial District

APPLICANT: Vick Patel
219 Claremont Dr
Naperville, IL 60540
630-577-7391

OWNER: Sanjeev Khatau
219 Claremont Dr
Naperville, IL 60540
630-544-0192

Raina Marshall LLC
219 Claremont Dr
Naperville, IL 60540
630-577-7391

REQUEST: Special Land Use Permit to construct a 4,000 square foot (3) tenant building featuring Jimmy John's on one end and a Dunkin on the other, each with its own drive thru. The center space of approximately 1,000 square feet is reserved for a yet-to-be-determined tenant.

ZONING ADMINISTRATOR'S COMMENTS:

SECTION OF CITY OF MARSHALL ZONING ORDINANCE BEING APPLIED:

Article 3 B-4 Regional Commercial District
Section 3.1.10.C. Special Land Use
ii. Restaurant with accessory drive-through facilities

Article 4, Use Standards
Section 4.14 Drive-in and Drive-through Facilities

Article 6 Development Procedures
Section 6.2 Special Land Uses

This is a legally conforming lot in the B-4 District:

Minimum Lot Area – None specified **LOT AREA 1.81 ACRES**
Minimum Lot Width – 100 ft **APPROXIMATELY 415 FEET OF FRONTAGE ALONG
W MICHIGAN AVE (M96)**

The following items must be submitted for a SLU application to be complete:

A plot plan showing property boundaries and legal description **DEPICTED**
Existing structures, uses and zoning on the subject and adjacent properties **PROVIDED BY CITY OF MARSHALL ZONING ADMINISTRATOR IN ZA REPORT**
Location of all abutting streets, easements, and similar public areas **DEPICTED INCLUDING ADDITIONAL EASEMENT FOR PARKING AND LOADING AND UNLOADING.**
Proposed compliance plan (if applicable) including hours, signs, parking, etc. **NO PROPOSED COMPLIANCE PLAN WAS SUBMITTED BUT WILL BE PRESENTED AT SITE PLAN REVIEW. TYPICAL HOURS OF OPERATION WERE PROVIDED BY CITY OF MARSHALL ZONING ADMINISTRATOR. JJ 10AM-10PM/DD 5AM-10PM. PARKING AND SIGNAGE TO BE REVIEWED AT SITE PLAN REVIEW.**

6.2 SPECIAL LAND USES

3. Required Information. Every application shall be accompanied by the following information and data:

A. Application and ownership information:

- i. The applicant's name and address. **DEPICTED**
- ii. A statement that the applicant is the owner of the property, acting on the owner's behalf, or a statement as to the nature of the applicant's interest in the property. **NO STATEMENT PROVIDED. VICK PATEL SIGN THE SPECIAL LAND USE APPLICATION AS APPLICANT AND SANJEEV KHATAU SIGNED THE APPLICATION AS OWNER.**
- iii. The name, address and current phone number of the owner of record, if the applicant is not the owner of record. **SANJEEV KHATAU SIGNED THE SPECIAL LAND USE APPLICATION AS OWNER AND PROVIDED ADDRESS AND PHONE NUMBER. THE SITE PLAN APPLICATION DEPICTS RAINA MARSHALL LLC AS THE OWNER OF THE PROPERTY BEING DEVELOPED. VICK PATEL/CDO SIGNED THE SITE PLAN REVIEW APPLICATION AS OWNER.**
- iv. The address and parcel number of the property. **THE ADDRESS ON THE SPECIAL LAND USE APPLICATION IS CORRECT. PARCEL NUMBER WAS NOT NOTED ON THE APPLICATION. THE ADDRESS ON THE SITE PLAN REVIEW APPLICATION IN INCORRECT.**

B. Submittal of a site plan with any special use application, subject to the standards of Section 6.3. **SITE PLAN REVIEW APPLICATION SUBMITTED TO INCLUDE CIVIL AND SITE PLAN DRAWINGS. REVIEWING FOR ADMINISTRATIVE COMPLETENESS.**

C. A detailed use statement describing all proposed activities for which the building and lot will be used, including proposed hours of operation, building capacity, and other characteristics of the use(s). **ANY NEW/ADDITIONAL LAND USE FOR THIS PARCEL MUST BE A PERMITTED USE OR A SPECIAL LAND USE, WHICH WOULD REQUIRE SUBMISSION OF A SLU AND SITE PLAN REVIEW APPLICATION FOR APPROVAL. TYPICAL HOURS OF OPERATION PROVIDED BY ZA. ACTUAL HOURS OF OPERATION TO BE PROVIDED AT SITE PLAN REVIEW. TOTAL AND INDIVIDIAL BUILDING CAPACITY TO BE PROVIDED AT SITE PLAN REVIEW.**

D. The Planning Commission may require an analysis of the planning implications of the proposed use (s) or development. The analysis shall be carried out by planning, design,

engineering and appraisal professionals and shall include, but need not be limited to the following topics:

- i. An analysis of the potential impacts of the proposed use(s) on abutting uses and the surrounding neighborhood, along with a description of proposed mitigation measures to address these impacts.
- ii. Estimated population holding capacity and a brief analysis of the age structure of the estimated population for any residential land uses to be included in the proposed development, and a general description of the scope of any impacts on community facilities such as schools and parks.
- iii. A traffic analysis that relates the trip-generating capacity of the proposed development to existing and projected traffic volumes and patterns on surrounding streets.
- iv. An environmental assessment.
- v. An analysis of project impact on municipal services and public utilities, including capacity in relation to proposed development, improvements necessitated by development and proposed means of financing needed improvements.

10. Standards for Special Use Approval. Special land uses shall conform to all applicable requirements of this subchapter and Chapter. Approval of a special condition use shall be based upon the determination that the proposed use complies with all applicable requirements of this Chapter, and all of the following standards as deemed applicable to the use by the Planning Commission:

- A. The proposed use shall be in accordance with the City Master Plan and the intent and purpose of this subchapter.
- B. A documented and immediate need exists for the proposed use within the community.
- C. The use is compatible with adjacent uses and the existing or intended character of the surrounding neighborhood, and will not have an adverse impact upon or interfere with the development, use or enjoyment of adjacent properties, or the orderly development of the neighborhood.
- D. The proposed use shall be designed, constructed, operated and maintained so as to be compatible with the use of adjacent lands.
- E. The proposed use shall be compatible with the natural environment.
- F. The proposed use shall be adequately served by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewage facilities and schools.
- G. The proposed use shall not involve activities, processes, materials and equipment or conditions of operation that will be detrimental to public health, safety and welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or unreasonable or offensive odors.

15. Amendment of a Special Land Use Permit.

- A. Any person or agency that has been granted a special land use permit shall notify the Zoning Administrator of any proposed amendment to the special land use permit. The

Zoning Administrator shall notify the Planning Commission in writing of the amendment. A copy of said amendment shall be placed in the original special use permit file. Amendments to a special land use permit shall be subject to the same review and approval procedures and standards as a new application for special land use approval.

B. A major amendment to a special land use permit shall comply with the filing procedures contained in sections herein. An expansion or increase in intensity of use shall constitute a major amendment to a special land use permit. A major amendment to a permit may consist of, but shall not be limited to, the following actions:

- i. The addition of land to the legal description of original permit;
- ii. The establishment of another use or uses; and/or
- iii. The addition of more dwelling units.

ADDITIONAL COMMENTS:


To meet the parking requirements for this use, additional common area parking spaces have been provided through an easement to the adjacent parcel to the north. This may cause pedestrians to cross over the drive-thru lanes to access the building. No pedestrian crosswalk was depicted or addressed.

Loading and unloading area is on the adjacent parcel to the north. This will require deliveries to be unloaded on the opposite side of the drive-thru and carried across the drive-thru lanes to access the buildings. No pedestrian or other type of crosswalk was depicted or addressed.

Traffic circulation exiting at the JJ drive-thru lane and entering at the DD drive-thru lane presents concerns for traffic flow.

Article 5.0 Site Standards, Section 5.14.7.D. Drive-thru lanes where vehicle stacking and waiting occur shall not be permitted in the front yard.

Site Plan Review will be conducted per Article 6.0 Developmental Procedures, Section 6.3 Site Plan Review.


Zoning Administrator


Date

December 18, 2025

Marguerite Davenport, P.E.
Director of Public Services
City of Marshall
323 W Michigan Avenue
Marshall, MI 49068

RE: Marshall Plaza – 15861 W Michigan, Marshall, MI
Preliminary Storm Water Review

Mrs. Davenport:

We have reviewed the following preliminary details relevant to the Marshall Plaza site at 15855 W Michigan Ave, per your request:

- 45122 Preliminary Engineering 07-25-2025.pdf
- 15861 W Michigan Ave Site Plan.pdf
- 15861 W Michigan Ave Civil.pdf
- Email correspondence from you to Vick Patel and Mason Brown send 11/12/2025
- Email response from Vick Patel dated 11/12/2025
- Declaration of Easement, Liber 1227, Page 976
- First Modification of Declaration of Easement, Liber 1549, Page 365
- Grant of Easement, Liber 1558, Page 955
- Second Modification of Declaration of Easement, Liber 1559, Page 897
- Supplemental Reciprocal Easement and Restriction Agreement, Liber 3970, Page 68

In your correspondence to Vick Patel and Mason Brown, you reiterated the following items (1-5) outstanding from a prior meeting. Our comments are in sub-bullets under each item. One overarching point to consider is that neither the supplemental agreement nor any of the original documents specifically mention the ability for stormwater to be conveyed across separate parcels or to be discharged to the stormwater retention parcel. No basis of design has been provided for the existing pond, and that will need to be designed to prove the ability for the existing basin to accept the runoff from any new developments. If the developers/owners are aware of the location of language affording said ability within any document, they should provide it and specifically point it out so it can be verified for compliance. If such a document does not exist or cannot be located, a stormwater management plan will need to be developed based on best available information, including survey, as-built documentation, and current county and city stormwater standards.

1. Provide agreement for proposed development to discharge stormwater across private property to the entire centralized stormwater basin.
 1. We feel this **is not** satisfied.
 2. The Declaration of Easement as recorded in Liber 1227, page 976, allows for connection to underground utilities on other properties. Although it may be practically assumed that allowing connection to underground utilities would imply permission to discharge stormwater to storm sewer on another property, we feel this should be explicitly stated and that limitations on flow rate should be specified. This could be addressed in a separate stormwater management plan, agreed to by all relevant property owners.
 3. Although the Supplemental Reciprocal Easement and Restriction Agreement addresses certain rights and obligations to operate, maintain, repair, or replace underground utility lines and the stormwater basin, we have not identified language granting rights *in perpetuity* to convey stormwater across another private property.
2. Provide agreement for proposed development to discharge stormwater to centralized stormwater basin. The centralized stormwater basin is located on a separate parcel from the proposed developed.
 1. We feel this **is not** satisfied.
 2. Similar to Item 1, we have not identified language granting rights in perpetuity to convey stormwater to the centralized stormwater basin.
3. The developer needs to provide a stormwater maintenance and operation agreement between the proposed development and the basin property owner to ensure the development stormwater is managed properly in the centralized storm basin.
 1. We feel this **is** satisfied.
 2. The Supplemental Reciprocal Easement and Restriction Agreement stipulates that each party is responsible for maintenance, repair, and replacement of improvements on its parcel at its own expense. In the case of the basin itself, as well as other related improvements and facilities *located on the Retention Parcel*, costs of those improvements are defined in the Agreement.
4. The centralized stormwater basin is located on a parcel that is land locked. Proposed development needs to provide proof of access for owner/operator of basin from surrounding property(s).
 1. We feel this **is** satisfied.
 2. Liber 1558, Page 956 grants an ingress/egress easement for access to the basin.
5. Provide copy of the stormwater management plan for the centralized basin.
 1. We feel this **is not** satisfied.
 2. Although the Declaration of Easement and subsequent supplements/modifications describe rights and obligations relevant to utilities including storm sewer and the retention basin, these documents lack the detail necessary to understand the capacity and functionality of the pond or storm sewer(s). As such, there is no indication how much capacity is available or designated for each property's use.
 3. A copy of the management plan will be needed to show the existing pond is sufficiently sized for any new developments. If there is no existing basis of design, one will need to be developed to prove that the existing system is sufficient.

December 18, 2025

Page 3 of 3

We hope the feedback provided proves useful as the City works with the developer to move this project forward. If you have any further questions, comments, or concerns, please feel free to reach out to us at the phone numbers listed below.



James T. Van Dyke, P.E.

Project Engineer

Phone: (616) 614-3124

Email: james.vandyke@spicergroup.com



Kevin J. Wilks, P.E.

Regional Manager

Phone: (616) 550-7837

Email: kevinw@spicergroup.com

SPICER GROUP, INC.

2464 Byron Station Dr SW

Byron Center, MI 49315

CC: Spicer File 135195SG2023

ITEM: 13.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Scott Wolfersberger, Mayor
DATE: February 2, 2026
SUBJECT: **APPOINTMENT - ZONING BOARD OF APPEALS**

The Zoning Board of Appeals was created in compliance with public act 110 of 2006. Board members serve a 3 year term.

The Zoning Board of Appeals is a 5 person board and can have up to 2 alternates.

Jeff Karns	Term Ending 3/10/2025
Russ Byrnes	Term Ending 3/10/2026
Art Hill	Term Ending 3/10/2028
Ian Stewart	Term Ending 3/10/2026
Justin Fisher-Short	Term Ending 3/10/2027
Ryan Underhill- Alternate	Term Ending 3/10/2027

Karl Sievertsen, who currently serves as a member of the Planning Commission, has expressed interest in filling the vacancy from Jeff Karns choosing to not be reappointed for another term.

BUDGET IMPACT:

Zoning Board of Appeals members serve without compensation

RECOMMENDATION:

Appoint Karl Sievertsen to the Zoning Board of Appeals with a term ending on March 10, 2028.

ITEM: 13.B

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Scott Wolfersberger, Mayor
DATE: February 2, 2026
SUBJECT: **APPOINTMENT - NORTHEAST NEIGHBORHOOD IMPROVEMENT AUTHORITY**

The Neighborhood Improvement Authority is authorized under Public Act 57 of 2018, the Recodified Tax Increment Financing Act. The Neighborhood Improvement Authority (NIA) is governed by a board consisting of the Mayor or designee and not less than 5 other members. The board derives its powers per MCL 125.4810, as amended.

The members of the Neighborhood Improvement Authority are appointed for 4-year terms and shall have not less than 5 or more than 9 members as determined by the governing body.

Current Northeast Neighborhood Improvement Authority members include:

Dave DeGraw	Term Ending 10/31/24
Krista Trout-Edwards	Term Ending 12/31/27
Gregg Begg	Term Ending 12/31/27
Ryan Underhill	Term Ending 12/31/26
Matt Davis	Term Ending 12/31/26
Derek Perry	Term Ending 10/31/24
Kate Ambrose	

Dave DeGraw has expressed interest in being reappointed.

The Transit Authority of Calhoun County has expressed interest in being allowed to have an appointed position on NIA boards. This appointment would take the place of Derek Perry on the board. They are looking to appoint Tom Tarkiewicz to the board.

BUDGET IMPACT:

Members of the Northeast Neighborhood Improvement Authority serve without compensation.

RECOMMENDATION:

Approve the reappointment of Dave DeGraw and the appointment of Tom Tarkiewicz to the Northeast Neighborhood Improvement Authority for terms ending on December 31, 2029.

ITEM: 13.C

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Scott Wolfersberger, Mayor
DATE: February 2, 2026
SUBJECT: **APPOINTMENT - SOUTH NEIGHBORHOOD IMPROVEMENT AUTHORITY**

The Neighborhood Improvement Authority is authorized under Public Act 57 of 2018, the Recodified Tax Increment Financing Act. The Neighborhood Improvement Authority (NIA) is governed by a board consisting of the Mayor or designee and not less than 5 other members. The board derives its powers per MCL 125.4810, as amended.

The members of the Neighborhood Improvement Authority are appointed for 4-year terms and shall have not less than 5 or more than 9 members as determined by the governing body.

Current South Neighborhood Improvement Authority members include:

Ben Holben	term ending December 31, 2027
Sean LeFere	term ending December 31, 2027
Lucy Hough	term ending December 31, 2028
Emily Kelly	term ending December 31, 2028
Andrew Scibbe	City Council Mayor Appointment

Michael Murphy has expressed interest in rejoining the board. He would fill the vacant seat with a term ending on December 31, 2029.

The Transit Authority of Calhoun County has expressed interest in maintaining a seat on the board. They are recommending the appointment of Tom Tarkiewicz who would have a term ending December 31, 2026.

BUDGET IMPACT:

Members of the South Neighborhood Improvement Authority serve without compensation.

RECOMMENDATION:

Approve the appointment of Michael Muphy with a term ending on December 31, 2029 and Tom Tarkiewicz with a term ending on December 31, 2026 to the South Neighborhood Improvement Authority.