

CITY COUNCIL AGENDA

Regular Meeting

March 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**
Work Session - February 2, 2026
Regular Session - February 2, 2026
 - B. **City Bills**

Purchases 1/30/2026	\$4,536.58
Purchases 2/4/2026	\$5,234.41
Purchases 2/6/2026	\$424,202.73
January Power Purchase	\$532,383.16
Purchases 2/13/2026	\$1,112,524.78
Purchases 2/17/2026	\$9,488.00
Purchases 2/20/2026	\$1,575,760.85
TOTAL	\$3,664,130.51
 - C. **SPECIAL EVENT REQUEST - OAKLAWN COLOR CLASSIC 5K AND FUN RUN**
 - D. **SPECIAL EVENT REQUEST - FRIDAY'S AT THE FOUNTAIN**
 - E. **SPECIAL EVENT REQUEST - ROTARY DUCK PLUCK**
- 8) **PRESENTATIONS AND RECOGNITIONS**
- 9) **INFORMATIONAL ITEMS**
 - A. **OPINION- COURT OF APPEALS FEBRUARY 25, 2026 - Committee For Marshall Not The Megasite V City Of Marshall**
- 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. **PUBLIC HEARING - SPECIAL LAND USE #SLU25-001**

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

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

- A. SPECIAL EVENT APPLICATION - REDHAWK RAFFLE**
- B. LETTER OF INTENT - CDBG APPLICATION FOR HOUSING REPAIR GRANT PROGRAM**
- C. SET PUBLIC HEARING - MDNR TRUST FUND GRANT**
- D. PURCHASE - OVERHEAD ALUMINUM CONDUCTOR**
- E. PURCHASE - NEW FIRE ENGINE**
- F. GRANT REQUEST - FEMA FIRE HOSE GRANT**
- G. GRANT REQUEST - SAFETY GRANT-AUTOMATIC EXTERNAL DEFIBRILLATORS**

13) APPOINTMENTS / ELECTIONS

- A. APPOINTMENT - CONSTRUCTION BOARD OF APPEALS**
- B. APPOINTMENT - ZONING BOARD OF APPEALS**

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

February 2, 2026

Work Session - 6:00 PM

[IGNORE_INDENT]

1) CALL TO ORDER

IN A REGULAR SESSION held on Monday, February 2, 2026 at 6:00 PM in the Training Room 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, Jacob Gates, James Hackworth, Andrew Scibbe, Ryan Traver, and Ryan Underhill

Also Present: Manager Perry and Clerk Eubank

Absent:None

3) 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.

Barry Wayne Adams of 622 W Green St, Linda Smoot of E Dt S, and Virginia McGuffin of Marshall Twp gave public comment.

4) DISCUSSION ITEMS

A. INDUSTRIAL PRETREATMENT PROGRAM UPDATE

Staff and Council discussed updates to the Industrial Pretreatment Program and Wastewater Ordinance.

5) 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.

Barry Wayne Adams gave public comment.

6) ADJOURNMENT

The meeting was adjourned at 6:53 pm.

Respectfully submitted by,

Michelle Eubank
City Clerk

CITY COUNCIL MINUTES

February 2, 2026

Regular Meeting - 7:00 PM

[IGNORE_INDENT]

1) CALL TO ORDER

IN A REGULAR SESSION held on Monday, February 2, 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, Jacob Gates, James Hackworth, Andrew Scibbe, Ryan Traver, and Ryan Underhill

Also Present: Manager Perry and Clerk Eubank

Absent: None

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 Jacob Gates, supported by Theresa Chaney-Huggett 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.

Barry Wayne Adams of 622 W Green St and Regis Klingler of 348 Butler Ct gave public comment.

7) CONSENT AGENDA

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

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

Nays: None

Abstain: None

Motion carried.

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.

Mayor Wolfersberger opened the public hearing on Resolution 2026-3 at 7:18 pm.

Barry Wayne Adams and David Begg of W Green St spoke during the public hearing.

Mayor Wolfersberger closed the public hearing on Resolution 2026-3 at 7:22 pm.

Moved by James Hackworth, supported by Ryan Traver to 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. On a roll call vote:

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

Nays: None

Abstain: None

Motion carried.

**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 City Council, 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

B. RESOLUTION 2026-4 - OPRA CERTIFICATE APPLICATION - 201-203 WEST MICHIGAN AVE.

Mayor Wolfersberger opened the public hearing on Resolution 2026-3 at 7:27 pm.

Hearing no comment, Mayor Wolfersberger closed the public hearing on Resolution 2026-3 at 7:27 pm.

Moved by Andrew Scibbe, supported by Ryan Traver to 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. On a roll call vote:

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

Nays: None

Abstain: None

Motion carried.

**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 City Council, 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

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

A. SET PUBLIC HEARING - SPECIAL LAND USE #SLU25-001

Moved by Jacob Gates, supported by Ryan Underhill to 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. On a voice vote: **Motion carried.**

13) APPOINTMENTS / ELECTIONS

A. APPOINTMENT - ZONING BOARD OF APPEALS

Moved by Jacob Gates, supported by Theresa Chaney-Huggett to appoint Karl Sievertsen to the Zoning Board of Appeals with a term ending on March 10, 2028. On a voice vote: **Motion carried.**

B. APPOINTMENT - NORTHEAST NEIGHBORHOOD IMPROVEMENT AUTHORITY

Moved by James Hackworth, supported by Jacob Gates to 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. On a voice vote: **Motion carried.**

C. APPOINTMENT - SOUTH NEIGHBORHOOD IMPROVEMENT AUTHORITY

Moved by Andrew Scibbe, supported by Ryan Traver to approve the appointment of Michael Murphy 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. On a voice vote: **Motion carried.**

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.

Greg Allen of Orchard Dr, Sue Barnes of East Dr, Rick Huggett, Regis Klingler, Lynn Sleight of Fair St, Shavon Mills, Barry Wayne Adams and Bryan Munger of E Spruce St gave public comment.

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

The meeting was adjourned at 8:04 pm.

Respectfully submitted by,

Michelle Eubank
City Clerk

02/02/2026 12:43 PM
User: KWAGNER
DB: Marshall

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 01/30/2026 - 01/30/2026
JOURNALIZED
PAID

Page: 1/1

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
01282026	ASHBY, RON	ARTICLE 40 SECTION 1: MEALS 1/15/26 - 1/		90.00
01242026	CROW, CURT	ARTICLE 32 SECTION 9: MEALS 1/20/26		20.00
01222026	DEKRYGER, TROY	BOOT ALLOWANCE - DEKRYGER, TROY		291.01
01282026	HEATH, MIRANDA	ARTICLE 40 SECTION 1: MEALS 1/15/26 - 1/		75.00
01282026	LANGFORD, SEAN	ARTICLE 40 SECTION 1: MEALS 1/22/26 - 1/		90.00
01282026	LAUPP, DAKODA	ARTICLE 40 SECTION 1: MEALS 1/15/26 - 1/		30.00
01282026	LETTS, ANDREW	ARTICLE 40 SECTION 1: MEALS 1/19/26 - 1/		75.00
01272026	MARSHALL MANUFACTURER	'2026 ANNUAL MEMBERSHIP DUES		300.00
01/29/2026	ROBERTS, DONALD	UB refund for account: 2900910037		60.57
01242026	TAYLOR, JEFF	ARTICLE 32 SECTION 9: MEALS 1/20/26		20.00
302	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 1/19/26 - 1/25/2026.220		3,335.00
01282026	WISE, JOSHUA	ARTICLE 40 SECTION 1: MEALS 1/11/26 - 1/		90.00
01282026	WISE, TIM	ARTICLE 40 SECTION 1: MEALS 1/22/26 - 1/		60.00
GRAND TOTAL:				4,536.58

02/10/2026 11:18 AM
User: KWAGNER
DB: Marshall

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 02/04/2026 - 02/04/2026
JOURNALIZED
PAID

Page: 1/1

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
01092026KM	MARSHALL COMMUNITY	CRE CREDIT CARD - KEVIN MAYNARD 0585		56.95
01092026ME	MARSHALL COMMUNITY	CRE CREDIT CARD - MARTIN ERSKINE 0551		1,276.59
01092026JL	MARSHALL COMMUNITY	CRE CREDIT CARD - JOSHUA LANKERD 0577		511.66
01092026KA	MARSHALL COMMUNITY	CRE CREDIT CARD - KRISTOPHER AMBROSE 0635		522.00
01092026MF	MARSHALL COMMUNITY	CRE CREDIT CARD - MARSHALL FIBERNET 0569		186.05
01092026DP	MARSHALL COMMUNITY	CRE CREDIT CARD - DEREK PERRY 0601		597.88
01092026JM	MARSHALL COMMUNITY	CRE CREDIT CARD - JUSTIN MILLER 0593		908.69
01092026COM	MARSHALL COMMUNITY	CRE CREDIT CARD - CITY OF MARSHALL 0668		1,174.59
GRAND TOTAL:				5,234.41

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 02/06/2026 - 02/06/2026
JOURNALIZED
PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
61348	ACTRON SYSTEMS, INC.	QUARTERLY MONITORING AT POWER HOUSE		392.04
1HKD-RNP4-CJQ9	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 SPRAY BOTTLES, L		51.88
1RQ3-CMM4-GHGJ	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 SHOOTING GLASSES		305.65
1YDF-W4QG-9P71	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 REPLACEMENT BATT		67.07
11JQ-H4L3-4QFR	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 CASTER WHEELS (A		19.75
1GWY-PN6D-HGGG	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 DUCT TAPE, UTILI		82.56
1P6N-6YTR-63ND	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 GAUZE PADS, FIRS		34.28
1J4F-R3G1-9FQK	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 DDDN SUPPLIES		349.53
1LW1-M4HL-V6VJ	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 TOILET PAPER DIS		111.60
1YG7-WVQ7-74KH	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 24" WRENCH		44.21
1YG7-WVQ7-7HMX	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 FLAME-RESISTANT		169.99
1Q11-14M7-614H	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 KIDS SAFETY GLAS		47.96
1DH7-HD4J-334P	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 DOCUMENT TRAY, B		54.47
1DH7-HD4J-1MM7	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 MOP PADS, CORREC		99.77
1MCF-RJ4C-N67H	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 AEROSOL SPRAY, F		47.67
1YVP-YC3W-6F3V	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 SUNSHINE BACKDRO		119.25
1HT4-4PGH-XD6J	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 SANDWICH CHALKBO		(55.28)
02022026	AMBLER, AARON	REIMBURSEMENT FOR FOOD FOR WATER STAFF O		16.88
3036836	APPLIED INNOVATION	ACCT NO. LAG783-007 MRLEC COPIER BASE &		85.58
225-536168	AUTO VALUE MARSHALL	ACCT NO. 22500610 OIL FILTER		40.08
225-536209	AUTO VALUE MARSHALL	ACCT NO. 22500610 OIL FILTER, OIL		74.46
225-536299	AUTO VALUE MARSHALL	ACCT NO. 22500610 WINDSHIELD WASHER FLUI		9.78
225-536372	AUTO VALUE MARSHALL	ACCT NO. 22500610 MINI BULBS, 1/4 LYNCH		4.78
225-536375	AUTO VALUE MARSHALL	ACCT NO. 22500610 J B KWIK CARDED		14.38
225-536368	AUTO VALUE MARSHALL	ACCT NO. 22500610 CONNECTOR		13.79
225-536419	AUTO VALUE MARSHALL	ACCT NO. 22500610 HEADLIGHT BULB		36.49
225-536487	AUTO VALUE MARSHALL	ACCT NO. 22500610 WEATHERSTRIP		10.50
225-536564	AUTO VALUE MARSHALL	ACCT NO. 22500610 OIL SLICK MIST, CABLE		65.94
55655	B&B SERVICES	REPAIRS TO TOWER 12		4,228.75
55670	B&B SERVICES	REPAIRS TO TOWER 12		155.30
01312026	BUSHEE, RANDY E.	INSPECTION SERVICES 1/1/26 - 1/31/26		1,050.00
TC 18-26	CALHOUN COUNTY TREASUR	ASSESSOR PRE CHANGE #53-001-907-00		26.04
02032026	CALHOUN COUNTY TREASUR	2025 WINTER AD VALOREM DIST #3		34,541.86
02032026	CALHOUN INTERMEDIATE S	2025 WINTER AD VALOREM DIST #3		47,319.41
01312026	CB HALL ELECTRIC COMPA	ELECTRICAL INSPECTION SERVICES 1/1/26 -		675.00
ZR01073338	CDW GOVERNMENT	OFFICE 365 LICENSES	2026.189	3,192.00
ZR01073340	CDW GOVERNMENT	ENDPOINT PROTECTION	2026.189	4,446.00
ZR01073339	CDW GOVERNMENT	OFFICE 365 EXCHANGE ONLINE LICENSES	2026.189	1,504.80
02/05/2026	CHAPPLE, NOAH	UB refund for account: 3004450026		45.15
WATER-2026-0000009	CITY OF BATTLE CREEK	FLUSHING & HYDROSTATIC TESTING WATER MAI	2026.193	13,356.16
9328770615	CONSUMERS ENERGY	ELECTRIC POLE RELOCATION NOTIFICATION #1	2026.215	11,453.00
1134321	CRAFT PHOTOGRAPHY	PHOTOGRAPHIC DIGITAL DOCUMENTATION BROOK	2026.192	2,475.00
01282026	CROW, CURT	ARTICLE 32 SECTION 9: MEALS 1/24/26		20.00
01272026	EGNATUK, ALEC	BOOT ALLOWANCE - EGNATUK, ALEC		190.80
01292026	EGNATUK, ALEC	TRAVEL REIMBURSEMENT TO MWEA CONFERENCE		313.32
113676	ENVIRONMENTAL RESOURCE	LAB QA/QC SUPPLIES		916.95
18051327	EPB FIBER OPTICS	ACCT NO. C10527068 FIBERNET TECH SUPPORT	2026.004	6,000.00
0171998	EXLINE INC.	ENGINE #5 PARTS		474.54
01302026	FINNEY, EMILY	ARTICLE 32 SECTION 9: MEALS 1/30/26		10.00
13978	FUG, INC./MARSHALL CUS	CITY LOGO PROMOTIONAL ITEMS		2,005.00
01022026	HERITAGE CLEANERS	ACCT NO. 100243 DRY CLEANING SERVICE FOR		394.00
02/05/2026	HOYE, MARK	UB refund for account: 2708490016		11.73
02/05/2026	HOYT BRUMM LINK	UB refund for account: 4123		49.50
01312026	HUBBERT, DANIEL	INSPECTION SERVICES 1/1/26 - 1/31/26		750.00
44906	HUNTER-PRELL COMPANY	EVALUATE FROZEN BACKFLOW ON HYDRANT		145.00
01302026	JOHNSON, DAVE	ARTICLE 32 SECTION 9: MEALS 1/30/26		10.00
02032026	KELLOGG COMMUNITY COLL	2025 WINTER AD VALOREM DIST #3		27,452.54
702104	KISM, LLC.	2026 KISM SCADA MONITORING WWTP	2026.228	21,031.00
647772	KISM, LLC.	EMERGENCY FIREWALL REPLACEMENT AT WWTP	2026.214	10,824.93
702105	KISM, LLC.	2026 KISM SCADA MONITORING WTP	2026.218	3,598.00
2024028.00 - 22512	LAWSON-FISHER ASSOCIAT	2024 OWNERS DAM SAFETY UPDATE REPORTING	2024.316	1,166.11
2025036.00 - 22512	LAWSON-FISHER ASSOCIAT	SLOPE STABILITY ANALYSIS AND LIQUEFACTIO	2026.122	22,681.86
01282026	MACK, JEFF	TRAVEL REIMBURSEMENT FOR STORM RESPONSE		28.99
02032026	MARSHALL AREA FIRE FIG	2025 WINTER AD VALOREM DIST #3		10,602.50
02032026	MARSHALL PUBLIC SCHOOL	2025 WINTER AD VALOREM DIST #3		104,532.96
152	MARSHALL PUBLIC SCHOOL	REC DEPT FALL 2025		1,320.00
2026016	MICHIGAN PUBLIC POWER	2026 MPPA DUES		1,220.00
17319	MIDWEST COMMUNICATION	CONTRACTED LABOR FOR FIBERNET REPAIRS	2026.211	3,871.99
17323	MIDWEST COMMUNICATION	CONTRACTED LABOR FOR FIBERNET REPAIRS	2026.211	3,313.50
6025996	MPH INDUSTRIES, INC.	RADAR CABLE		46.35
136447	O'LEARY WATER CONDITIO	POWER HOUSE COOLER RENTAL (DEC/JAN) & WA		74.00
96493	OHM ADVISORS	TRAFFIC ENGINEERING THROUGH 11/22/25	2026.110	5,460.00
97765	OHM ADVISORS	TRAFFIC ENGINEERING THROUGH 1/3/26	2026.110	186.00
97766	OHM ADVISORS	CONCEPTUAL TRAFFIC CIRCLE PLANNING THROU	2026.153	5,143.75
01282026	PEHRSON, KORY	TRAVEL REIMBURSEMENT FOR STORM RESPONSE		110.33
02012026	POTTER, MATT	BOOT ALLOWANCE - POTTER, MATT		52.97
01312026	POWERS, BRYAN	BUILDING INSPECTION SERVICES 1/1/26 - 1/		1,275.00
01042026	QLT CONSUMER LEASE SER	ACCT NO. 269-781-3559 EXTENSION BELLS		15.49
01282026	SANDERS, TIM	ARTICLE 32 SECTION 9: MEALS 1/24/26		20.00

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APPROVAL LIST FOR CITY OF MARSHALL
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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
01282026	SCHIPPER, CLINT	TRAVEL REIMBURSEMENT FOR STORM RESPONSE		521.68
12312025	SHELDON, PAUL	INSPECTION SERVICES 11/1/25 - 12/31/25		300.00
01302026	STEELE, JEREMIAH	ARTICLE 32 SECTION 9: MEALS 1/30/26		10.00
1287379	STEENSMA	WESTER LP PRO 300G SALTER W SPEED CONTRO 2026.195		2,068.62
01282026	STRAND, MARK	ARTICLE 32 SECTION 9: MEALS 1/24/26		20.00
01282026	SUNDBERG, KIP	TRAVEL REIMBURSEMENT FOR STORM RESPONSE		42.54
02032026	TACC	2025 WINTER AD VALOREM DIST #3		40,447.75
01282026	TAYLOR, JEFF	ARTICLE 32 SECTION 9: MEALS 1/24/26		20.00
2026.089 - #4	THOMPSON CONSTRUCTION	(STUMP GRINDING AND TURF RESTORATION CONT 2026.089		6,203.50
303	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 1/26/26 - 2/1/26 2026.220		4,268.50
143825	VERDANTAS	ENGINEERING RISER STRUCTURE, SWITCHES RE 2025.181		1,720.00
393854	VIEW NEWSPAPER GROUP	ACCOUNT ID: 100527 NEWSPAPER ADS DECEMBE		2,580.00
01302026	WEST, REUBEN	ARTICLE 32 SECTION 9: MEALS 1/30/26		20.00
0626954	WJE WISS, JANNEY, ELS	PROFESSIONAL SERVICES FOR BROOKS FOUNTAI 2024.342		742.50
0630630	WJE WISS, JANNEY, ELS	PROFESSIONAL SERVICES FOR BROOKS FOUNTAI 2024.342		3,135.00
GRAND TOTAL:				424,202.73



MICHIGAN SOUTH CENTRAL POWER AGENCY

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

INVOICE MONTH: January, 2026
INVOICE DATE: 2/16/2026
DUE DATE: 3/2/2026
TOTAL AMOUNT DUE: \$532,383.16

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

MSCPA Member Power Billing - January, 2026

Total Power Charges:	\$411,177.59
Transmission / Capacity / Ancillary Services:	\$83,575.70
Total Other Charges:	\$10,363.76
Total Miscellaneous Charges:	\$27,266.11

TOTAL CHARGES \$532,383.16

NOTE: PLEASE SEE ENCLOSED BACKUP FOR ADDITIONAL DETAIL

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

Notes:

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 02/13/2026 - 02/13/2026
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INVOICE NUMBER	EXPECTED CHECK RUN	VENDOR NAME	DESCRIPTION	AMOUNT PAID
55725	02/13/2026	B&B SERVICES	PARTS FOR VEHICLE #328	122.83
55731	02/13/2026	B&B SERVICES	REPAIRS TO TOWER 12	751.59
A714158	02/13/2026	BELLEVUE HARDWARE	M18 SEARCH LIGHT, 2PK 3.0 M18 BATTERY	439.97
165523	02/13/2026	BS& A SOFTWARE	SERVICE FEE FOR ONLINE PERMIT APPLICATION	156.00
02112026	02/13/2026	CALHOUN COUNTY TREASUR	2025 WINTER AD VALOREM DIST #4	113,430.86
02112026	02/13/2026	CALHOUN INTERMEDIATE S	2025 WINTER AD VALOREM DIST #4	155,391.91
AH6H41M	02/13/2026	CDW GOVERNMENT	PANASONIC TOUGHBOOK 55 14" QUOTE #PSMS82	2,631.78
772722	02/13/2026	CHR SOLUTIONS	FIBERNET MANAGED IT SERVICES JANUARY 202	5,100.00
52036	02/13/2026	CITY OF COLDWATER	SEMI-ANNUAL "BEAST" REPAIRS 7/1/25 - 12/	13,894.63
1683174	02/13/2026	CLARK HILL PLC	CLIENT NO. K9950 SERVICES THROUGH 12/31/	4,385.00
1683175	02/13/2026	CLARK HILL PLC	CLIENT NO. K9950 SERVICES THROUGH 12/31/	595.00
1159	02/13/2026	CODE CONCEPTS GROUP LLC	CONSULTING SERVICES FOR BOBP MONTHLY RET.	5,000.00
74912	02/13/2026	CRYSTAL FLASH, INC.	ACCT NO. 149759-1 DIESEL GAS 1/12/26	1,560.98
195651	02/13/2026	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES CITY	167.95
195790	02/13/2026	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES MRLEC	302.12
663336	02/13/2026	DARLING ACE HARDWARE	FOAM SEALANT	11.99
664012	02/13/2026	DARLING ACE HARDWARE	RUST STOP, NAILS	104.57
664172	02/13/2026	DARLING ACE HARDWARE	RATCHET STRAPS, CABLE TIES, DEEP SOCKET	83.54
664179	02/13/2026	DARLING ACE HARDWARE	CITRI-STRIP GEL	16.99
664197	02/13/2026	DARLING ACE HARDWARE	MW50741	12.99
664277	02/13/2026	DARLING ACE HARDWARE	ELECTRICAL TAPE	8.59
664253	02/13/2026	DARLING ACE HARDWARE	EPOXY WOODWELD	11.99
664252	02/13/2026	DARLING ACE HARDWARE	SAW BLADE TRCH 10T	23.99
664309	02/13/2026	DARLING ACE HARDWARE	BATTERIES, WALL MOUNT, BATTERY RACK	129.95
664304	02/13/2026	DARLING ACE HARDWARE	TRAILER PIN	2.85
664306	02/13/2026	DARLING ACE HARDWARE	CAP 1.5" SLIP, CLAMP HOSE, CORE MELT	98.51
664382	02/13/2026	DARLING ACE HARDWARE	KEYS, NUTS, BOLTS	8.92
664505	02/13/2026	DARLING ACE HARDWARE	TAPE MEASURE, LONG RIVETS, TOOL HOLDER 4	117.55
664507	02/13/2026	DARLING ACE HARDWARE	PAINTER'S TAPE, LUBRICANT SPRAY	15.98
664540	02/13/2026	DARLING ACE HARDWARE	BATTERIES	19.98
664580	02/13/2026	DARLING ACE HARDWARE	HITCH PIN	4.99
664632	02/13/2026	DARLING ACE HARDWARE	LABOR	14.00
664609	02/13/2026	DARLING ACE HARDWARE	PAINT BRUSH	6.49
664648	02/13/2026	DARLING ACE HARDWARE	RAZOR BLADES, MOUNTING TAPE	22.37
664670	02/13/2026	DARLING ACE HARDWARE	(3) U-POST 5FT	29.97
664659	02/13/2026	DARLING ACE HARDWARE	POLYCRYLIC GLOSS, RAZOR BLADES	48.97
664727	02/13/2026	DARLING ACE HARDWARE	NOTCHED TROWEL	2.99
SI26-35784	02/13/2026	DETROIT SALT COMPANY	ROAD SALT - MIDEAL CONTRACT 155.56 TONS	10,201.63
INV84977	02/13/2026	DORNBOSS SIGN, INC.	METAL SPACERS	85.00
0019450	02/13/2026	ENG., INC.	SOUTH KALAMAZOO PATHWAY CONNECTOR 11/30/	850.00
0019534	02/13/2026	ENG., INC.	SOUTH KALAMAZOO PATHWAY CONNECTOR 11/30/	5,315.00
0019449	02/13/2026	ENG., INC.	CONSTRUCTION ENGINEERING - VERONA AND WE	747.50
0019526	02/13/2026	ENG., INC.	CONSTRUCTION ENGINEERING - VERONA AND WE	688.75
0019459	02/13/2026	ENG., INC.	COSMOPOLITAN WATERMAIN REPLACEMENT 11/30	3,140.00
0019530	02/13/2026	ENG., INC.	COSMOPOLITAN WATERMAIN REPLACEMENT 11/30	2,615.00
01202026	02/13/2026	FERRIS STATE UNIVERSIT	COLOR VISION EVALUATION - GONSALEZ	195.00
02102026	02/13/2026	FINNEY, KENNETH	TRAVEL REIMBURSEMENT FOR JOINT EXPO	68.68
IN102601090300	02/13/2026	FS.COM INC	PATCH CABLES	554.00
IN102601090054	02/13/2026	FS.COM INC	TRANSCIVERS	799.04
02/12/2026	02/13/2026	GAVIN HOMER	UB refund for account: 3586	111.60
1341	02/13/2026	GLGC PLUMBING LLC	REPAIRED METER AT 706 E. MICHIGAN AVENUE	210.00
9351645080	02/13/2026	GRAYBAR ELECTRIC	SPAN CLAMPS, DROP CLAMPS	707.25
2733296	02/13/2026	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT FIRE STATION 1/21/26	48.00
337	02/13/2026	HERMAN ELECTRIC	REPLACE ALL EMERGENCY LIGHTING AT PARKIN	16,504.10
340	02/13/2026	HERMAN ELECTRIC	REPLACE BATHROOM FAN & CONVERT LIGHTS TO	424.83
341	02/13/2026	HERMAN ELECTRIC	INSTALL WIRING TO MINI SPLIT IN BREAK RO	583.72
342	02/13/2026	HERMAN ELECTRIC	INSTALL WIRING TO AIR COMPRESSOR AT DPW	290.00
343	02/13/2026	HERMAN ELECTRIC	INSTALL EXTERIOR LIGHTS AT PSB	3,095.63
345	02/13/2026	HERMAN ELECTRIC	REPLACE CIRCUIT BREAKER & TROUBLESHOOT A	519.71
346	02/13/2026	HERMAN ELECTRIC	CONVERT OFFICE LIGHT TO LED & REPLACE CO	369.00
186922	02/13/2026	IMPACT SOLUTIONS	UTILITY BILL PAPER	1,318.62
42411	02/13/2026	J AND K PLUMBING SUPPL	INSERT COUPLING, ELBOW, SS CLAMP	51.93
32826	02/13/2026	KATZ WELL DRILLING INC	REPAIR TO PLOW TRUCK #328	480.00
02112026	02/13/2026	KELLOGG COMMUNITY COLLI	2025 WINTER AD VALOREM DIST #4	90,151.12
47497	02/13/2026	LAKELAND ASPHALT CORPO	2.78 TONS COLD PATCH	405.88
2601-566286	02/13/2026	LEGG LUMBER	4X8-1/2" OSB	13.99
2601-566622	02/13/2026	LEGG LUMBER	PICKET FENCE BOARD	8.97
020638	02/13/2026	LEWEY'S SHOE REPAIR	BOOT ALLOWANCE - WISE, JOSH	292.99
3872	02/13/2026	MAEDA	MARSHALL BUCKS FOR SERVICE AWARDS	1,900.00
3873	02/13/2026	MAEDA	ANNUAL CHAMBER DINNER & AWARDS TICKETS	385.00
3875	02/13/2026	MAEDA	ANNUAL CHAMBER DINNER & AWARDS TICKETS	55.00
MFR-MARSHALL	02/13/2026	MARSHALL AREA FIRE FIG	EMR COURSE - FRYE, JASON	700.00
02112026	02/13/2026	MARSHALL AREA FIRE FIG	2025 WINTER AD VALOREM DIST #4	34,817.45
01132026-32097	02/13/2026	MARSHALL HARDWARE, LLC	BIT EXTENSION	16.49
01212026-32323	02/13/2026	MARSHALL HARDWARE, LLC	MOCHA POLY MAILBOX	94.99
02112026	02/13/2026	MARSHALL PUBLIC SCHOOL	2025 WINTER AD VALOREM DIST #4	293,899.17
23-039 - 34	02/13/2026	MCKENNA	BUILDING INSPECTION CONTRACT FOR FORD DE	109,119.44
01162026	02/13/2026	MCKENZIE CONSTRUCTION	ENERGY OPTIMIZATION - LIGHTING AT VOLUNT	4,174.00
S5644225.001	02/13/2026	MEDLER ELECTRIC COMPAN	4" REDUCER BUSHING	91.66

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02/12/2026	02/13/2026	MELISSA MAHER	UB refund for account: 3311	39.00
82690	02/13/2026	MERIT LABORATORIES, INC	CONTRACT LAB ANALYSIS	450.00
4628	02/13/2026	MICHIGAN MUNICIPAL ELE	2026 MEMBERSHIP DUES TO MMEA	17,400.00
02132026	02/13/2026	MICHIGAN TOWNSHIPS ASS	2026 BOARD OF REVIEW TRAINING - KURTH, K	181.00
17335	02/13/2026	MIDWEST COMMUNICATION	IDENTIFY & TEST FIBER CIRCUIT AT SUBSTAT	447.00
530196	02/13/2026	NORTH CENTRAL LABORATO	LABORATORY SUPPLIES	397.21
530197	02/13/2026	NORTH CENTRAL LABORATO	LABORATORY SUPPLIES	157.32
932834	02/13/2026	NYE UNIFORM COMPANY	UNIFORMS - HUG	238.21
4788-463116	02/13/2026	O'REILLY FIRST CALL	ACCT NO. 1741510 MINI BULB, ATO FUSE	19.78
43318	02/13/2026	PETROLEUM TECHNOLOGIES	OIL ANALYSIS KIT	207.70
56948757	02/13/2026	POWER LINE SUPPLY	INSULATED RATCHET	726.00
56948758	02/13/2026	POWER LINE SUPPLY	DIELECTRIC GLOVES & BAG	136.00
56950835	02/13/2026	POWER LINE SUPPLY	HARNESS - PEHRSON	1,074.00
56951275	02/13/2026	POWER LINE SUPPLY	#2 COPPER THHN	3,310.00
00207462	02/13/2026	PROGRESSIVE AE, INC.	ZONING ORDINANCE AMENDMENT 12/26/25	1,290.00
392251	02/13/2026	PVS TECHNOLOGIES, INC.	TREATMENT CHEMICALS - FERRIC CHLORIDE	9,289.02
26-0395	02/13/2026	QUALITY EXCAVATORS INC	FLOWED & REMOVED SNOW DOWNTOWN 1/22/26	1,480.00
26-0397	02/13/2026	QUALITY EXCAVATORS INC	REMOVED SNOW DOWNTOWN 1/26/26	1,425.00
2674-FINAL	02/13/2026	ROACH HOME IMPROVEMENT	INSTALL GUTTERS AT PSB FINAL	3,767.87
242278	02/13/2026	SPICER GROUP	2024 DRIVEWAY MODIFICATIONS THROUGH 11/1	1,241.25
125737	02/13/2026	ST. REGIS CULVERT, INC	3/4" X 6" X 3' CARBIDE BLADES	1,104.00
2498561	02/13/2026	STANTEC CONSULTING MIC	SEWER FLOW MONITORING 11/30/25	5,676.62
2493492	02/13/2026	STANTEC CONSULTING MIC	FINANCIAL SERVICES SUPPORT 11/28/25	1,168.75
2511186	02/13/2026	STANTEC CONSULTING MIC	FINANCIAL SERVICES SUPPORT 1/9/26	618.75
2498560	02/13/2026	STANTEC CONSULTING MIC	WATER RELIABILITY STUDY 11/30/25	9,796.00
2511621	02/13/2026	STANTEC CONSULTING MIC	WATER RELIABILITY STUDY 12/31/25	9,484.75
11386231	02/13/2026	STATE OF MICHIGAN	ANNUAL AIR QUALITY FEE FOR EMISSIONS	2,060.00
1806784	02/13/2026	STEENSMA	CUST NO. 5154 BLADE GUIDE ASSY	239.76
R306072649:01	02/13/2026	STOOPS FREIGHTLINER	REPAIRS TO VEHICLE #1044	528.80
R306072644:01	02/13/2026	STOOPS FREIGHTLINER	REPAIRS TO VEHICLE #1045	744.56
R306072861:01	02/13/2026	STOOPS FREIGHTLINER	REPAIRS TO VEHICLE #329	2,203.54
02112026	02/13/2026	TACC	2025 WINTER AD VALOREM DIST #4	132,826.12
26266	02/13/2026	TIRE CITY AUTO REPAIR	NEW TIRES ELECTRIC TRAILER	300.66
304	02/13/2026	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 2/2/26 - 2/8/26	5,092.00
INV00933011	02/13/2026	USABLUEBOOK	HACH DPD FOR 10ML SAMPLE 100/PK, POWDER	362.35
INV00933130	02/13/2026	USABLUEBOOK	HYDRANT BACKFLOW PREVENTER RPZ 2-1/2" CO	1,994.58
237575	02/13/2026	VISION METERING, LLC	ELECTRONIC DEMAND METERS	640.00
17608	02/13/2026	VK CIVIL	BRIARWOOD CONSTRUCTION ENGINEERING	2,917.50
1613	02/13/2026	VOLTAGE TOOLS AND TEST	TEST & CLEAN RUBBER GOODS	660.75
GRAND TOTAL:				1,112,524.78

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INVOICE NUMBER	EXPECTED CHECK RUN	VENDOR NAME	DESCRIPTION	AMOUNT PAID
0666886	02/17/2026	ANGELTRAX	DART BUS SURVEILLANCE MANAGEMENT SYSTEM	4,744.00
0673694	02/17/2026	ANGELTRAX	DART BUS SURVEILLANCE MANAGEMENT SYSTEM	4,744.00
GRAND TOTAL:				9,488.00

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INVOICE NUMBER	EXPECTED CHECK RUN	VENDOR NAME	DESCRIPTION	AMOUNT PAID
104151	02/20/2026	ALEXANDER CHEMICAL CORP	CHLORINE, SULFUR DIOXIDE	3,480.55
1TRQ-M4K9-WH36	02/20/2026	AMAZON CAPITAL SERVICE	UNIFORMS - GRAHAM, SAVANNA	(168.30)
1PDP-KNW4-DVJ9	02/20/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 PUZZLES	27.98
13D4-N1N1-CMGW	02/20/2026	AMAZON CAPITAL SERVICE	UNIFORMS - GONSALEZ, DEVANTE	193.05
41076277	02/20/2026	APPLIED CAPITAL, LLC	CONTRACT NO. 132-1753516-000 MRLEC COPIE	117.52
8582-B	02/20/2026	ASI SECURITY	SECURITY CAMERAS AT ALL SUBSTATIONS AND	9,705.00
8635	02/20/2026	ASI SECURITY	SECURITY CAMERAS AT ALL SUBSTATIONS AND	2,700.00
225-536650	02/20/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 DIESEL 911 26OZ	49.16
225-536534	02/20/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 16-14 GAUGE, ABRASIVE	21.53
225-536618	02/20/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 6G-6FJX FITTING, HYDRA	84.88
225-536665	02/20/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 ANTI-FREEZE, OIL	188.88
0392574-IN	02/20/2026	BEAVER RESEARCH COMPAN	COOLING TOWER, BIOCID	1,416.15
931862845	02/20/2026	BORDER STATES INDUSTRI	3" METER HUB	140.25
02/20/2026	02/20/2026	BROWN, TESS	UB refund for account: 501380005	52.24
02182026	02/20/2026	CALHOUN COUNTY TREASUR	2025 WINTER AD VALOREM DIST #5	112,616.77
9204	02/20/2026	CALHOUN COUNTY, MI	IT SERVICES JANUARY - MARCH 2026	23,750.00
02192026	02/20/2026	CALHOUN INTERMEDIATE S	2025 WINTER AD VALOREM DIST #5	273,681.60
AH7BC4U	02/20/2026	CDW GOVERNMENT	WIFI ACCESS POINT FOR COUNCIL CHAMBERS	157.70
4258110813	02/20/2026	CINTAS CORP	CITY HALL MAT SERVICE 1/30/26	58.00
1/20/26	02/20/2026	CINTAS CORP	UNIFORM SERVICES 1/20/26	171.62
1/27/26	02/20/2026	CINTAS CORP	UNIFORM SERVICES 1/27/26	174.11
FEBRUARY2026	02/20/2026	CONSUMERS ENERGY	CONSUMERS ENERGY UTILITY BILLS FEBRUARY	11,782.14
0218618	02/20/2026	COOPERATIVE RESPONSE	CISUPPORT AND CALLS FOR JANUARY 2026	1,403.87
195860	02/20/2026	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES MRLEC	135.00
663862	02/20/2026	DARLING ACE HARDWARE	BOUNCE OUTDOOR FRESH	7.59
664518	02/20/2026	DARLING ACE HARDWARE	PAINT, FOAM SEALANT, WALL MOUNT	565.64
664776	02/20/2026	DARLING ACE HARDWARE	BATTERIES 9V	12.99
664814	02/20/2026	DARLING ACE HARDWARE	U BOLT, NUTS, FASTENERS	16.89
664786	02/20/2026	DARLING ACE HARDWARE	TANK SPRAYER	32.99
664817	02/20/2026	DARLING ACE HARDWARE	ANTI-FREEZE	33.98
664769	02/20/2026	DARLING ACE HARDWARE	HEATER	99.99
664831	02/20/2026	DARLING ACE HARDWARE	BUNGEE CORD, TARP STRAP	12.17
664878	02/20/2026	DARLING ACE HARDWARE	KEY	2.39
664842	02/20/2026	DARLING ACE HARDWARE	PLASTIC SHEETING	49.98
664863	02/20/2026	DARLING ACE HARDWARE	NUTS, BOLTS	4.50
664893	02/20/2026	DARLING ACE HARDWARE	RUBBER PASTE WHITE 9OZ	14.99
664894	02/20/2026	DARLING ACE HARDWARE	COUPLE INSERT POLY 2'	11.16
664900	02/20/2026	DARLING ACE HARDWARE	COUPLE COMP 1-1/4"	31.98
664949	02/20/2026	DARLING ACE HARDWARE	NUTS, BOLTS	6.95
664998	02/20/2026	DARLING ACE HARDWARE	CLEANING SUPPLIES	46.53
664794	02/20/2026	DARLING ACE HARDWARE	HEATER	79.99
3861	02/20/2026	DC ELECTRIC LLP	REPLACE LIGHTING AT RIVERWALK	2,185.00
3441362	02/20/2026	EDWARDS INDUSTRIAL SAL	EQUIPMENT MAINTENANCE SUPPLIES	139.35
S0021856	02/20/2026	EMERGENCY VEHICLE PROD	REPAIRS TO RESCUE 12	608.00
S0021857	02/20/2026	EMERGENCY VEHICLE PROD	REPAIRS TO TOWER 12	1,034.00
S0021858	02/20/2026	EMERGENCY VEHICLE PROD	REPAIRS TO SQUAD 12	710.03
369900	02/20/2026	FAIRBANKS MORSE, LLC	THERMOCOUPLE PARTS PER QUOTE # Q28699	2,414.56
0238486	02/20/2026	FERGUSON WATERWORKS #3	WATER INVENTORY	1,333.90
0238486-1	02/20/2026	FERGUSON WATERWORKS #3	WATER INVENTORY	559.10
2646	02/20/2026	FIELDS ELECTRIC LLC	A BASE METER REPLACEMENT	985.00
S116343786.001	02/20/2026	GALLOUP COMPANY	PARTS FOR AIR TANK # ENGINE	20.08
26-01320	02/20/2026	GARAGE DOORS UNLIMITED	SERVICE CALL TO REPAIR BAY DOOR AT PSB	315.00
9778129891	02/20/2026	GRAINGER	CONSUMERS ENERGY UTILITY REBATE	(75.60)
9785506412	02/20/2026	GRAINGER	CLIPBOARDS	20.00
9786057357	02/20/2026	GRAINGER	PAPER TOWEL ROLL	91.99
29945745	02/20/2026	GRANGER WASTE SERVICES	ACCT NO. 2782490 CITY BUILDINGS WASTE FE	863.25
29938971	02/20/2026	GRANGER WASTE SERVICES	ACCT NO. 18400290 RESIDENTIAL FEBRUARY 2	35,505.40
29878597	02/20/2026	GRANGER WASTE SERVICES	ACCT NO. 18422860 CITY BUILDINGS RECYCLI	72.93
9351696614	02/20/2026	GRAYBAR ELECTRIC	150' DROP CABLES	609.24
2733402	02/20/2026	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT MRLEC 1/30/26	88.00
2728712	02/20/2026	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT PSB 1/30/26	51.00
LMN11174	02/20/2026	GUTTERS R US	MRLEC SNOW REMOVAL AND ICE CONTROL FEBRU	4,661.20
02172026	02/20/2026	HAZEL, CHAD	TRAVEL REIMBURSEMENT TO JOINT EXPO	92.70
01312026	02/20/2026	HERITAGE CLEANERS	ACCT NO. 100243 DRY CLEANING SERVICE FOR	317.00
45123	02/20/2026	HUNTER-PRELL COMPANY	TEST BACKFLOW DEVICE ON HYDRANT AT BLUEO	291.00
CI-11173	02/20/2026	HYDROCORP LLC	RESIDENTIAL CC PROGRAM YEAR 1 JANUARY 20	2,859.64
CI-11174	02/20/2026	HYDROCORP LLC	YEAR 1 COMMERCIAL CROSS CONNECTION PROGR	1,403.99
INV-001478	02/20/2026	HYPERION SOLUTIONS GRO	FIBERNET NETWORK SUPPORT AND MONITORING	6,567.54
4445721	02/20/2026	IIX INSURANCE INFORMAT	ACCT NO. 888907 MOTOR VEHICLE REPORTS ON	346.27
42367	02/20/2026	J AND K PLUMBING SUPPL	PVC 4" X 3" COUPLINGS	44.61
42450	02/20/2026	J AND K PLUMBING SUPPL	SS CLAMPS, WATER SOFTENER TUBE DISCHARGE	38.46
1800601	02/20/2026	J HARLEN CO., INC.	CABLE WIPES	274.42
02192026	02/20/2026	KELLOGG COMMUNITY COLLI	2025 WINTER AD VALOREM DIST #5	89,496.04
104117638	02/20/2026	KIMBALL MIDWEST	WASHERS, NUTS	243.00
0026746-IN	02/20/2026	KRUM PUMP & EQUIPMENT	INSTALLATION OF #5 JOCKEY PUMP	1,444.59
020664	02/20/2026	LEWEY'S SHOE REPAIR	BOOT ALLOWANCE - SMITH, PHIL	251.99
54415315	02/20/2026	LINDE GAS & EQUIPMENT	CUST NO. 59879658 GASES	251.28
02192026	02/20/2026	MARSHALL AREA FIRE FIG	2025 WINTER AD VALOREM DIST #5	39,763.37
01122026-32069	02/20/2026	MARSHALL HARDWARE, LLC	6PC 2" TORX DRIVE BITS	7.29

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 02/20/2026 - 02/20/2026
JOURNALIZED
PAID

INVOICE NUMBER	EXPECTED CHECK RUN	VENDOR NAME	DESCRIPTION	AMOUNT PAID
01292026-32554	02/20/2026	MARSHALL HARDWARE, LLC	100Z ADHESIVE, TAPE, WOOD SHIMS	27.06
01302026-32585	02/20/2026	MARSHALL HARDWARE, LLC	GARDEN HOSE, NOZZLE, BATTERIES	75.96
02192026	02/20/2026	MARSHALL PUBLIC SCHOOL	2025 WINTER AD VALOREM DIST #5	737,193.08
90218	02/20/2026	MUZZALL GRAPHICS	AP LASER CHECKS QTY 3,000	595.26
673403	02/20/2026	NAPA OF MARSHALL	ACCT NO. 1400 CHAIN LINK ROLLER	43.19
137021	02/20/2026	O'LEARY WATER CONDITIONING	DPW BOTTLED WATER	28.00
137025	02/20/2026	O'LEARY WATER CONDITIONING	PSB COOLER RENTAL (JAN/FEB) & WATER DELI	140.00
4788-463923	02/20/2026	O'REILLY FIRST CALL	ACCT NO. 1741510 SHIFT KNOB	17.99
4788-464622	02/20/2026	O'REILLY FIRST CALL	ACCT NO. 1741510 ANTENNAS	39.98
4788-464670	02/20/2026	O'REILLY FIRST CALL	ACCT NO. 1741510 CONNECTOR	12.99
4788-464676	02/20/2026	O'REILLY FIRST CALL	ACCT NO. 1741510 ANTI-FREEZE	13.98
4788-464664	02/20/2026	O'REILLY FIRST CALL	ACCT NO. 1741510 ANTENNAS	(39.98)
4788-464729	02/20/2026	O'REILLY FIRST CALL	ACCT NO. 1741510 ANTENNAS, 3PK PAPER	69.56
56952446	02/20/2026	POWER LINE SUPPLY	ELECTRIC INVENTORY	11,528.00
56952447	02/20/2026	POWER LINE SUPPLY	CABLE PREP WIPES	217.26
56952448	02/20/2026	POWER LINE SUPPLY	ELECTRIC INVENTORY	3,044.40
56952578	02/20/2026	POWER LINE SUPPLY	LEATHER PROTECTOR - FRED'S	46.00
56952579	02/20/2026	POWER LINE SUPPLY	LEATHER PROTECTOR - BURGHARDT/POWERS	90.00
02032026	02/20/2026	QUADIENT FINANCE USA,	ACCT NO. 7900 0440 5582 9307 POSTAGE JAN	3,000.00
30682	02/20/2026	RS TECHNICAL SERVICES,	REPAIR CHLORINATOR HEAD	1,191.00
125769	02/20/2026	ST. REGIS CULVERT, INC	CURB GUARDS	914.10
SA000063590	02/20/2026	STANARD & ASSOCIATES,	ENTRY-LEVEL LAW ENFORCEMENT OFFICER SELE	357.50
7008521862	02/20/2026	STAPLES	CUST ACCT # DET 10081052 OFFICE SUPPLIES	735.74
1287682	02/20/2026	STEENSMA	CUST NO. 5154 INSTALLED NEW MOUNT KIT AN	1,189.03
1288320	02/20/2026	STEENSMA	CUST NO. 5154 HARNESS KIT PLOW LIGHTING	198.74
1289168	02/20/2026	STEENSMA	CUST NO. 5154 BLADE GUIDE ASSY	239.76
1289657	02/20/2026	STEENSMA	CUST NO. 5154 INSTALLED NEW SOFT START A	405.56
S014495708.001	02/20/2026	STUART C. IRBY COMPANY	UTILITY CRIMPER	1,999.00
02192026	02/20/2026	TACC	2025 WINTER AD VALOREM DIST #5	131,859.23
922360	02/20/2026	TELE-RAD, INC.	RADIO REPAIR	375.00
305	02/20/2026	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 2/9/26 - 2/15/26	5,868.00
100103426	02/20/2026	TRACTOR SUPPLY CREDIT	ACCT NO. 6035 3012 0359 5572 40GAL WHEEL	89.97
1834	02/20/2026	V & V ASSESSING LLC	ASSESSING SERVICES MARCH 2026 & ASSESSME	8,069.60
6135000284	02/20/2026	VERIZON WIRELESS	ACCT NO. 987146080-00001 1/2/26 - 2/1/26	3,341.97
237985	02/20/2026	VISION METERING, LLC	ELECTRIC METERS WITH DEMAND CAPABLE RECO	6,745.00
237687	02/20/2026	VISION METERING, LLC	1S METERS	235.00
02102026	02/20/2026	WALBRIDGE	REFUND (3) HYDRANT DEPOSIT FEES AT BLUEO	1,500.00
02172026	02/20/2026	WEBERLING, ERIC	TRAVEL REIMBURSEMENT TO JOINT EXPO	19.00
110563125	02/20/2026	WEX BANK	ACCT NO. 0470-00-462076-1 FUEL JANUARY 2	12,080.82
01242026	02/20/2026	WOW! BUSINESS	ACCT NO. 274013501 DPW	51.85
01292026	02/20/2026	WOW! BUSINESS	ACCT NO. 274877501 FIRE STATION	149.37
IN6321552	02/20/2026	XEROX BUSINESS SOLUTIONS	ACCT NO. MC26-S COPY OVERAGE FEE 10/1/25	636.72
41593766	02/20/2026	XEROX FINANCIAL SERVICES	ACCT NO. 1017736 XEROX LEASE 211-1017736	290.00
41626436	02/20/2026	XEROX FINANCIAL SERVICES	ACCT NO. 1017736 XEROX LEASE 111-1017736	2,044.95
41626690	02/20/2026	XEROX FINANCIAL SERVICES	ACCT NO. 4110874 XEROX LEASE 111-4110874	176.18
GRAND TOTAL:				1,575,760.85

ITEM: 7.C

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Joshua Lanker, Chief of Police
Marguerite Davenport, Director of Public Services
DATE: March 2, 2026
SUBJECT: **SPECIAL EVENT REQUEST - OAKLAWN COLOR CLASSIC 5K AND FUN RUN**

The City received a Special Event Application from Oaklawn Hospital for the Color Classic 5k and Fun Run event scheduled for June 6, 2026. The impacted streets are shown on the included map and consist of a Michigan Avenue closure, the Michigan Department of Transportation (MDOT) I-94 Trunkline, from Kalamazoo Avenue to Gordon Street. The event is requesting support from the Police, Fire, and the Department of Public Works and the event coordinators plan to utilize volunteers. In a change from years past, the race will begin on Michigan Ave near Grand St Park, but will follow the same route. They are requesting use of electrical at the fountain for registration and at the park for the race equipment and speaker system.

The City has received the certificate of insurance from the event sponsor listing the City as additionally insured and the permit for closure of BL-94 from the Michigan Department of Transportation. The street closure of Michigan Avenue is permitted from 0800 to 1400.

BUDGET IMPACT:

The City expenses in support of the event are estimated at \$8,208. The event sponsor will receive the \$500 non-profit waiver. All expenses over the \$500 waiver threshold will be billed to the applicant.

RECOMMENDATION:

Approve the June 6, 2026 Oaklawn Color Classic 5k and Fun Run Special Event Application request.

1 MILE MAP



LEGEND

**Water Station**

**Color Station**

**Intersection of Michigan & Grand**

**Brooks Memorial Fountain Circle**





CITY OF MARSHALL

SPECIAL EVENT POLICY

May 2022

In General

1. The City of Marshall, believing there is a benefit to the community in allowing and encouraging community-oriented special events that may make use of public rights-of-ways, parks, or other properties, may allow the use of such properties for special events under the terms of this policy.
2. Any Special Event making use of City-controlled public rights-of-ways, parks, or other properties, shall be approved in advance by the City Council. Typically, a Special Event involves significant potential inconvenience to nearby residents and properties, through traffic, activity, noise, light, altered traffic routes, or other potentially deleterious factors that are not normally present in the area.
3. The normal use of City facilities, such as playing baseball on a baseball field, renting a pavilion, etc., shall not be considered a Special Event under this policy.
4. Events in the Downtown Development Authority (DDA) district, as shown below, will be presented to the DDA board at their regularly scheduled meetings. The DDA will be asked to formally support the Special Event prior to the event approval going to City Council. The City believes support and coordination with downtown business is critical to the success of the downtown area. The DDA meets once a month so timing of the application should be adjusted accordingly to allow for both DDA and City Council approval.
5. The City of Marshall prohibits the use of paint or permanent markings on surfaces within the public right of way. Anchoring of tents with stakes is prohibited through concrete or asphalt surfaces on City property or within the public right of way. Anchoring of any structure must be completed with alternative methods.
6. The City of Marshall partners with the Michigan Department of Transportation (MDOT) to manage two state trunklines within City limits. Michigan Avenue is the BL-94 trunkline while South Kalamazoo Avenue and Industrial Road are M-227. The City maintains a close relationship with the local MDOT office regarding street closures on Michigan Avenue. If a closure of Michigan Avenue is requested the City will pursue the permit from MDOT and prepare necessary traffic plans. Permit approval is the ultimate decision of MDOT. Proper deployment and display of traffic control signs will be discussed with applicants at the planning meeting.
7. The City of Marshall puts effort into planning and coordinating events with event sponsors. We understand that unexpected cancellation of events can occur. We schedule required work activities in advance of events and will require 72-hour notice prior to the start of an event for cancellation and avoidance of special event fees. If cancellation is received within 72-hours of an events start time, the sponsors will be billed for all activities completed by the time of cancellation.
8. The City of Marshall is a supporter of special events. However, applicants should understand

special events require additional work for City staff. The City requires payment for special events tasks directly attributable to the event. The City requires 100% reimbursement from for-profit sponsoring organizations and waives the first \$500 in fees for non-profit sponsoring organizations.

Procedures

9. An applicant desiring to hold a special event requiring the use of City-controlled property shall submit a Special Event Application Form to the City Clerk's Office, describing the particulars of the request. All requested information must be provided. The application should be submitted 90 days before the event to ensure ample time for the required staff review, correction of any defects, and time for the request to be placed on a City Council agenda. The City Council may consider whether a late approval date would provide inadequate notice to affected residents, property owners, and business owners.
10. Relevant City staff members will review the application and recommend changes if appropriate. The applicant may amend the application to address these concerns. Before the application is submitted to City Council, relevant staff members will indicate whether they have concerns with the application in its current form.
11. Additional permits and fees may be required for services requested including right-of-way permit, electric drop, and hydrant connections.
12. City staff, prior to council approval, will determine the cost to the City for supporting the event. This cost will be conveyed to the event sponsoring and payment is expected prior to the event date.
13. The City Council will consider the application during an open meeting, and will approve, approve with conditions, or reject the application.

Applications may be rejected if, in the sole judgment of the City, granting the application would not be in the best interest of the public health, safety, or welfare, through causing parking congestion, excessive disruption of traffic, blocking access to other properties, or reducing access for emergency vehicles; or if the public health, safety or welfare was negatively affected by previous similar special events or special events sponsored by the applicant; or if the applicant has previously failed to live up to his or her responsibilities as sponsor of a special event; or if the applicant has supplied false information on the Special Event Application Form. The decision of the City Council is final.



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: 2026 Color Classic 5K and Fun Run

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

Mailing/Billing Address: 116 E. Prospect St.

City/State/ZIP Code: Marshall, MI 49068

Business Phone: 269-789-3942

Cell Phone: 734-730-4704

Email Address(es): abelew@oaklawnhospital.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: June 6th, 2026

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

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

3. Please describe the event(s): 5k and Fun Run throughout Marshall and its downtown.

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

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

Start and End Locations: Grand Street Park

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? May - 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 _____ No x
10. Does the applicant plan to include vending as part of this event?* Yes x No _____
11. Will this event include the use of signs? Yes x No _____
12. 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 _____ No _____
 - c. Street Sweeping Yes x No _____
 - d. Mowing Yes _____ No x
 - e. Rubbish Containers Quantity: 10 Yes x No _____
 - f. Picnic Tables Yes _____ No x
 - g. Cessation of Lawn Sprinklings Yes _____ No x
 - h. Other _____ Yes _____ No _____
 - 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 x No _____

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 _____ No x
 - b. Singers Yes _____ No x
 - c. Amplified Announcers Yes x No _____
 - d. Carnival Rides Yes _____ No x
 - e. Motor Vehicle Noises Yes _____ No x
 - f. Other _____ Yes _____ No x
21. What are the planned hours for loud or unusual sounds? 9-1pm
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 _____ No x
24. Will you be utilizing a LLC regulated boundary? Yes _____ No x
25. Are you using the Social District for outdoor alcohol consumption? Yes _____ No x
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 x No _____

Questionnaire Explanations

6. **Is this event expected to occur again in a future calendar year?** You may ask to reserve a date for a future calendar year with this application. To reserve an event date for a future calendar year, please provide the normal annual event date. *Note:* Granting such a reservation does not constitute final approval of the event, but will reserve the same area as granted for the current year, until three months before the reserved date.
7. **An Event Map**—if your event will use streets or sidewalks or will use multiple locations, please attach one or more maps showing the locations requested. Please show any streets or parking lots that you are asking be blocked off or reserved for specific purposes, locations of specific events or objects (carnival rides, bleachers, medical care, exhibits, special parking, pick-up/drop-off areas, etc.), remote parking lots, the actual route of a parade or race, and similar information appropriate to clarify the exact request.
8. **Is your event located within the Downtown Development Authority?** The DDA will be asked to formally support the Special Event prior to the event approval going to City Council. The City believes support and coordination with downtown business is critical to the success of the downtown area. The DDA meets once a month so timing of the application should be adjusted accordingly to allow for both DDA and City Council approval.
- 9/10. **Does the applicant wish to have control of vending within the festival area?** In some instances, the applicant may be granted control of vending, the applicant is solely responsible for ensuring that all vendors are properly licensed with any appropriate agencies (Health Department). The City of Marshall Fire Department will hold vendors responsible for the National Fire Prevention Association's (NFPA) standards relating to general safety, fuel and power sources, clearances, and operational safety.
11. **Will this event include the use of signs?** If yes, please attach information on the size, content, and location of any requested signs; signs may be shown on the event map or on a separate map, if appropriate. Small directional signs that do not obstruct pedestrian or vehicular traffic may be placed in the event area, during the event, without being included in this application.
12. **Will the event require the hanging of a banner?** Event sponsors can purchase banners to be hung across North Kalamazoo Avenue or Michigan Avenue. The fee to hang a banner is \$400. The banner must be 3 or 4-foot by 20-foot in size for North Kalamazoo or 25 to 35-foot in length for Michigan Avenue. For proper hanging the banner must have grommets in each corner as well as along the top of the banner and wind slits throughout the banner. The city will supply the rope for hanging of the banner.
13. **Is the applicant requesting special parking arrangements—such as limiting parking areas to certain groups of users?** If yes, you must coordinate with the Police Chief.
14. **Is the applicant requiring utility connections, such as electric service or water?** If yes, you must coordinate with the Director of Public Services to review what utilities are available in the requested area, and provide a detailed map showing the utilities requested. Requests for electricity will require an *Electric Drop* form to be completed and submitted with the application.
15. **Does the applicant have any other requests for public services, such as street sweeping, mowing, rubbish containers or removal, placement or removal of picnic tables or other fixtures, or cessation of lawn sprinkling?** If yes, you must coordinate with the Director of Public Services to determine if assistance from Public Services is appropriate and available, and provide a description of the services Public Services has indicated it could provide. The applicant will be charged for these services. Any
16. **Do you plan to utilize volunteers to help run the event?** Depending on the scope of the event, volunteers can help reduce the cost of special events for the applicant. The City has limited staff to help with special events and encourages organizers to utilize volunteers as much as possible.
17. **Is your event located at Stuarts Landing Band Shell or Ketchum Park's Cronin Millrace Pavilion?** These two facilities are available for rent. A separate *Park Rental Agreement* for park facilities is required as part of the special event application.

- 18. Does the applicant have any special security or safety concerns? Is the applicant requesting assistance from the Police Department in addressing these concerns?** If yes, you must contact the Chief of Police to determine what assistance from the Police Department is appropriate and available, and provide a description of the services the Police Department has indicated it could provide. The applicant will be charged for these services.
- 19. Is the applicant requesting assistance from the Police or Fire Departments in addressing these concerns?**
If yes, you must contact both the Police and Fire Chief to determine what assistance from the Departments is appropriate and available, and provide a description of the services the Departments have indicated they could provide. The applicant will be charged for these services.
- 20. Will the event include loud or unusual sounds, such as a musicians, singers, amplified announcers, carnival rides, motor vehicle noises beyond those regularly present in the location, etc.?**
If yes, you must please attach information indicating all of these on this application.
- 20. Will the event include unusual lighting beyond that regularly present in the location that could have an impact upon occupants of neighboring properties?**
If yes, you must please attach information indicating all of the types of lighting, the location, the beginning and end times, and whether the lighting is constant or intermittent during those times.
- 21. Are alcoholic beverages proposed to be served as part of the event?**
If yes, you must advise the Police Department of your intention to serve alcoholic beverages. Approval of the special event does not constitute final approval of service of alcoholic beverages; any necessary approval of a liquor license is a separate process.
- 25. Please attach a separate sheet detailing any aspects of the event that are not specifically addressed in this form but of which the City Council should be aware to make a fully informed decision with regard to approval of the proposed event.**
- 26. The applicant is required to provide \$1,000,000 of liability insurance coverage with respect to the event. A Certificate of Insurance, with the City listed as an additional named insured, must be provided to the City Clerk's Office at least one calendar month before the event. Is the insurance certificate attached?**

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

Continue to next page...

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: **Aidan Belew**Date: **1/27/26**

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

ITEM: 7.D

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
DATE: March 2, 2026
SUBJECT: **SPECIAL EVENT REQUEST - FRIDAY'S AT THE FOUNTAIN**

The Youngish Professional Committee is hosting the Friday's at the Fountain special events this summer on June 12 and 26, July 10 and 24, and August 7. The event is scheduled from 1900 - 2100 hours, with setup beginning at 1800 hours. The sponsor is requesting use of the Brooks Memorial Fountain for the event. The sponsors will have small yard signs advertising the event while it is occurring and request electronic service each week for the musicians.

BUDGET IMPACT:

The electric drop fee per event is \$35, however, as the event sponsor is a non-profit, they are eligible for the \$500 fee waiver. Any expenses beyond the \$500 will be billed at cost.

RECOMMENDATION:

Approve the *Fridays at the Fountain* Special Event Application.



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: Fridays at the Fountain 2026

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

Mailing/Billing Address: 565 N. Madison

City/State/ZIP Code: Marshall/MI/49068

Business Phone: 917-603-0793 Cell Phone: 269-986-4020 (Cathy Bovitz cell)

Email Address(es): cbdarlingco@gmail.com (primary), jenniferconleydarling@gmail.com

Event Information

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

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

1. Requested day(s), date(s), and time(s) of the Special Event: Fridays, 6/12, 6/26, 7/10, 7/24 and 8/7
Events run 7-9pm; load-in for bands start at 4pm, sound check at 6pm, cleared from the space by 10pm

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

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

3. Please describe the event(s): annual summer concert series

4. What is the requested location(s) of the event(s): Brooks Memorial Fountain park

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

Start and End Locations: _____

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

General

6. Is this event expected to occur again in a future calendar year? Yes^x____ No____
Normal Annual Date? Summers
7. Have you included a map indicating the location of your event? Yes____ No^x____
8. Is your event located within the Downtown Development Authority? Yes^x____ No____
9. Does the applicant wish to prohibit vending within the event area? Yes____ No^x____
10. Does the applicant plan to include vending as part of this event? Yes^x____ No____
11. Will this event include the use of signs? Yes^x____ No____
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? Yes^x____ No____
- a. Barricades Yes____ No^x____
- b. Fencing Yes____ No^x____
- c. Street Sweeping Yes____ No^x____
- d. Mowing Yes____ No^x____
- e. Rubbish Containers Quantity: _____ Yes____ No^x____
- f. Picnic Tables Yes____ No^x____
- g. Cessation of Lawn Sprinklings Yes____ No^x____
- h. Other 8 safety traffic cones to mark cross walks Yes^x____ No____
- i. Map including indicating location of these services? Yes____ No^x____
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____ No^x____
19. Are you requesting assistance from the Police/Fire Departments? Yes^x____ No____
20. Will the event include loud or unusual sounds? Yes^x____ No____
- 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? 6pm - 9pm
22. Will the event include unusual lighting beyond what is normal at that location? Yes____ No^x____

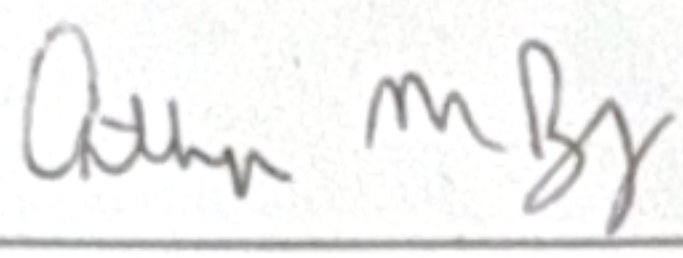
Alcohol Consumption

23. Are alcoholic beverages proposed to be served as part of the event? Yes____ No^x____
24. Will you be utilizing a LLC regulated boundary? Yes____ No^x____
25. Are you using the Social District for outdoor alcohol consumption? Yes____ No^x____
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^x____ No____

Questionnaire Explanations

Applicant Signature

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

Applicant Signature: 

Printed Name: Catherine Bovitz Date: 2/2/26

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

ITEM: 7.E

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Michelle Eubank, City Clerk
Marguerite Davenport, Director of Public Services
DATE: March 2, 2026
SUBJECT: SPECIAL EVENT REQUEST - ROTARY DUCK PLUCK

The Marshall Rotary Club is looking to host a Duck Pluck on July 18, 2026, at the Brooks Memorial Fountain. The event is a fundraiser and will consist of them selling tickets prior to the event and on the day of the event they will place approx. 1,500 ducks in the fountain and pull 3 winners. They are asking for use of the park for approximately an hour from 3:30 to 4:30 PM, with the actual event taking around 20-minutes at 4 PM. Safety concerns for those involved have been discussed to keep the participant pulling the duck, as well as the fountain, safe.

They are not looking for any city services outside the use of the Brooks Memorial Fountain and the fountain circle park for their event.

BUDGET IMPACT:

There is no cost anticipated with this event. Any costs associated with the event will be billed, less the \$500 non-profit waiver.

RECOMMENDATION:

Approve the Marshall Rotary Club Duck Pluck Special Event Application for July 18, 2026.



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 Rotary Club Duck Pluck Fundraiser

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

Mailing/Billing Address: PO Box 212

City/State/ZIP Code: Marshall, MI 49068

Business Phone: 269 579-5091

Cell Phone: _____

Email Address(es): allaikins@att.net

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, July 18, 2026, 2:00 pm - 5:30 pm, see attached.

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

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

3. Please describe the event(s): Floating 1500 ducks in the Brooks Memorial Fountain and plucking out three winners
The event is a fundraiser for the Marshall Rotary Club.

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

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

Start and End Locations: _____

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

General

6. Is this event expected to occur again in a future calendar year? Yes X No _____
Normal Annual Date? date will vary in July annually
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 _____ No X
11. Will this event include the use of signs? Yes X No _____
12. Will the event require the hanging of a banner? Yes _____ No X
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 _____ No _____
15. Does the applicant require other public services? Yes _____ No X
- a. Barricades Yes _____ No X
- b. Fencing Yes _____ No X
- c. Street Sweeping Yes _____ No X
- d. Mowing Yes _____ No X
- e. Rubbish Containers Quantity: _____ Yes _____ No X
- 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 _____ No X
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

Needs 2
outlets for
mics / boom box

Public Safety

18. Does the applicant have any special security or safety concerns? Yes _____ No X
19. Are you requesting assistance from the Police/Fire Departments? Yes _____ No X
20. Will the event include loud or unusual sounds? Yes _____ No X
- a. Musicians Yes _____ No X
- b. Singers Yes _____ No X
- c. Amplified Announcers Yes X No _____
- d. Carnival Rides Yes _____ No X
- e. Motor Vehicle Noises Yes _____ No X
- f. Other _____ Yes _____ No X
21. What are the planned hours for loud or unusual sounds? 2:00 - 5:30 pm hand held microphone
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 _____ No X
24. Will you be utilizing a LLC regulated boundary? Yes _____ No X
25. Are you using the Social District for outdoor alcohol consumption? Yes _____ No X
26. Have all necessary liquor licenses been obtain at the time of this application? Yes NA No _____
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 X No _____

Questionnaire Explanations

6. **Is this event expected to occur again in a future calendar year?** You may ask to reserve a date for a future calendar year with this application. To reserve an event date for a future calendar year, please provide the normal annual event date. *Note:* Granting such a reservation does not constitute final approval of the event, but will reserve the same area as granted for the current year, until three months before the reserved date.
7. **An Event Map**—if your event will use streets or sidewalks or will use multiple locations, please attach one or more maps showing the locations requested. Please show any streets or parking lots that you are asking be blocked off or reserved for specific purposes, locations of specific events or objects (carnival rides, bleachers, medical care, exhibits, special parking, pick-up/drop-off areas, etc.), remote parking lots, the actual route of a parade or race, and similar information appropriate to clarify the exact request.
8. **Is your event located within the Downtown Development Authority?** The DDA will be asked to formally support the Special Event prior to the event approval going to City Council. The City believes support and coordination with downtown business is critical to the success of the downtown area. The DDA meets once a month so timing of the application should be adjusted accordingly to allow for both DDA and City Council approval.
- 9/10. **Does the applicant wish to have control of vending within the festival area?** In some instances, the applicant may be granted control of vending, the applicant is solely responsible for ensuring that all vendors are properly licensed with any appropriate agencies (Health Department). The City of Marshall Fire Department will hold vendors responsible for the National Fire Prevention Association's (NFPA) standards relating to general safety, fuel and power sources, clearances, and operational safety.
11. **Will this event include the use of signs?** If yes, please attach information on the size, content, and location of any requested signs; signs may be shown on the event map or on a separate map, if appropriate. Small directional signs that do not obstruct pedestrian or vehicular traffic may be placed in the event area, during the event, without being included in this application.
12. **Will the event require the hanging of a banner?** Event sponsors can purchase banners to be hung across North Kalamazoo Avenue or Michigan Avenue. The fee to hang a banner is \$400. The banner must be 3 or 4-foot by 20-foot in size for North Kalamazoo or 25 to 35-foot in length for Michigan Avenue. For proper hanging the banner must have grommets in each corner as well as along the top of the banner and wind slits throughout the banner. The city will supply the rope for hanging of the banner.
13. **Is the applicant requesting special parking arrangements—such as limiting parking areas to certain groups of users?** If yes, you must coordinate with the Police Chief.
14. **Is the applicant requiring utility connections, such as electric service or water?** If yes, you must coordinate with the Director of Public Services to review what utilities are available in the requested area, and provide a detailed map showing the utilities requested. Requests for electricity will require an *Electric Drop* form to be completed and submitted with the application.
15. **Does the applicant have any other requests for public services, such as street sweeping, mowing, rubbish containers or removal, placement or removal of picnic tables or other fixtures, or cessation of lawn sprinkling?** If yes, you must coordinate with the Director of Public Services to determine if assistance from Public Services is appropriate and available, and provide a description of the services Public Services has indicated it could provide. The applicant will be charged for these services. Any
16. **Do you plan to utilize volunteers to help run the event?** Depending on the scope of the event, volunteers can help reduce the cost of special events for the applicant. The City has limited staff to help with special events and encourages organizers to utilize volunteers as much as possible.
17. **Is your event located at Stuarts Landing Band Shell or Ketchum Park's Cronin Millrace Pavilion?** These two facilities are available for rent. A separate *Park Rental Agreement* for park facilities is required as part of the special event application.

18. Does the applicant have any special security or safety concerns? Is the applicant requesting assistance from the Police Department in addressing these concerns? If yes, you must contact the Chief of Police to determine what assistance from the Police Department is appropriate and available, and provide a description of the services the Police Department has indicated it could provide. The applicant will be charged for these services.

19. Is the applicant requesting assistance from the Police or Fire Departments in addressing these concerns?

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

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

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

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

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

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

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

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

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

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

Continue to next page...

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: **Shannon L Aikins** Digitally signed by Shannon L Aikins
Date: 2026.02.20 07:09:54 -05'00'

Printed Name: **Shannon L Aikins** Date: **02/20/2026**

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

**Marshall Rotary Club
2026 Duck Pluck
Saturday, July 18, 2026**

1. Requested day(s), date(s), and time(s) of the Special Event:

Saturday, July 18, 2026, 2:00 pm – 5:30 pm

2:00 pm - Set up for the event at approximately 2:00pm.

3:00 pm – 3:55 pm This year we will be inviting people to come from 3:00 pm – 3:55 pm to enjoy some family time before the actual pluck at 4:00 pm. This will include a couple of corn-hole set ups, a cut-out for picture taking, (very easy family-friendly games, nothing too elaborate, just a fun time for families) etc.

4:00 pm – Duck Pluck

4:20 pm – 5:30 pm – Tear down and clean up. I do not anticipate that it will take this long but people do like to mingle and our focus is on making this event a family-friendly outing. Our past two-year experience was that the kids love to parade (waddle) around the fountain with the Ducks (Rotarians in costume), and pictures with them as well. We will have a boom box playing fun music (not too loudly) as well.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/18/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant Group Inc. 811 Madison Ave. Toledo, OH 43604	CONTACT NAME: Sara Humphries / Macy Gorrell	
	PHONE (A/C, No, Ext): (419) 259-2710 FAX (A/C, No): (419) 255-7557	
	E-MAIL ADDRESS: Rotary@hylant.com	
INSURED All Active U.S. Rotary Clubs & Districts Rotary Club of Marshall ATTN: Risk Management Dept. 1560 Sherman Avenue Evanston, IL 60201	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Westchester Surplus Lines Ins	10172
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR	X		G73578917 004	7/1/2025	7/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	Liquor Liability						MED EXP (Any one person)	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC						PERSONAL & ADV INJURY	\$ 2,000,000
	OTHER:						GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMPI/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	X		G73578917 004	7/1/2025	7/1/2026	BODILY INJURY (Per person)	\$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / ☒ N / A						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is included as an additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

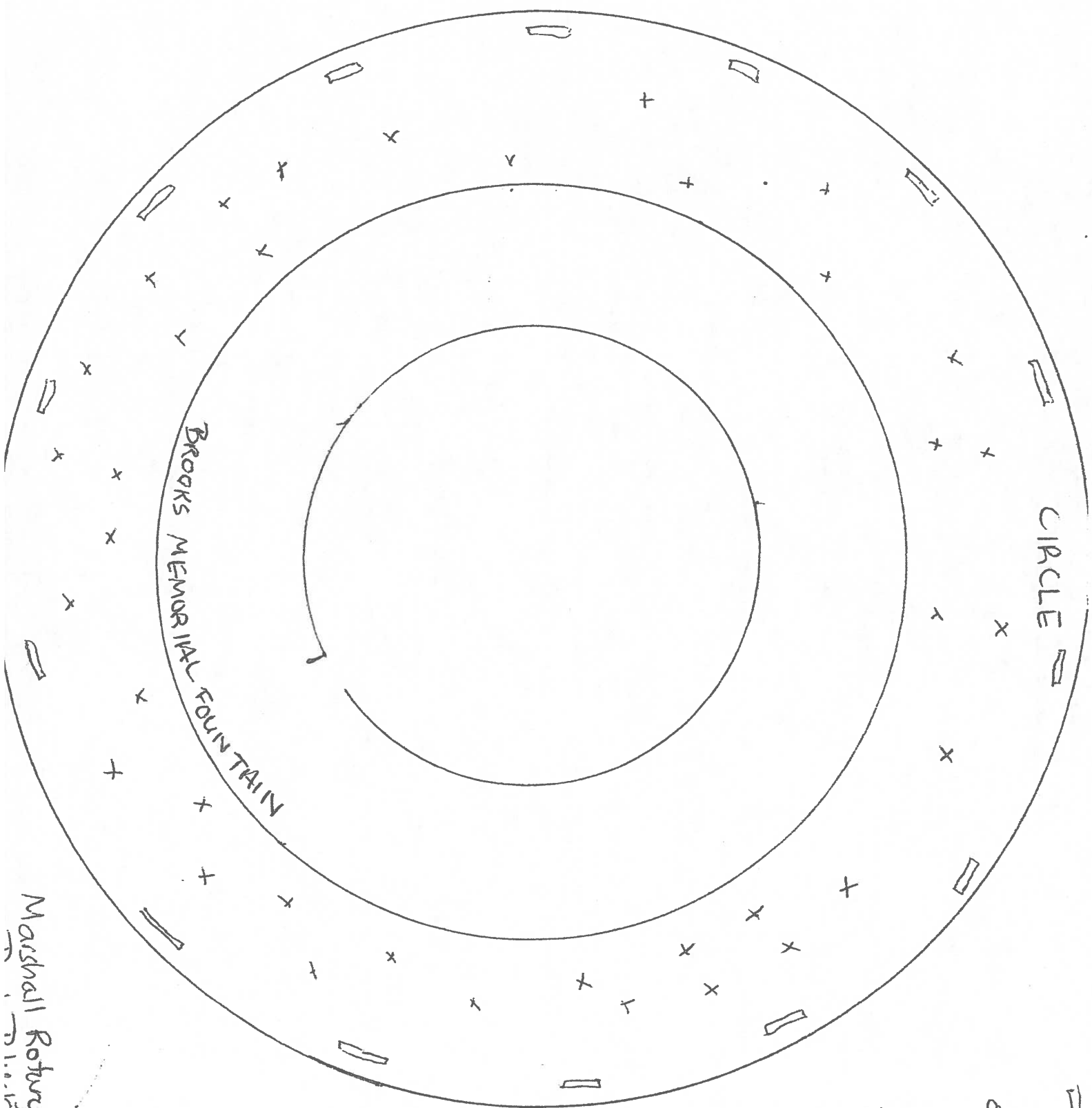
City of Marshall
City Hall
323 W Michigan Ave
Marshall, MI 49068

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Judy K. Wilson



CIRCLE

BROOKS MEMORIAL FOUNTAIN

Marshall Rotary Club

[small rectangle] = small signs
 only on d of even
 7-18-2
 x = event



TO: Honorable Mayor, City Council and Mr. Perry
FROM: David Revore, City Attorney
DATE: February 27, 2026
SUBJECT: COURT OF APPEALS UPDATE - COMMITTEE FOR MARSHALL - NOT THE
MEGASITE V. CITY OF MARSHALL

This correspondence addresses the recent published Michigan Court of Appeals decision issued on February 25, 2026 (see enclosed, *Comm for Marshall-Not the Megasite v Marshall*, 25 NW3d 318 (Mich 2025) ("*Marshall II*"), that affirmed its prior decision issued on June 18, 2024, (*Comm for Marshall-Not the Megasite v Marshall*, ___ Mich App ___, ___; ___ NW3d ___ (2024); ("*Marshall I*"), that affirmed the Calhoun County Circuit Court's dismissal of the appeal filed by the Committee for Marshall - Not the Megasite ("Committee") against the City of Marshall and Clerk Eubank.

Following the Committee's appeal of *Marshall I* to the Michigan Supreme Court ("MSC"), the MSC remanded the case back to Court of Appeals ("COA") for reconsideration in light of *Clam Lake Twp v Dep't of Licensing and Regulatory Affairs*, 500 Mich 362 (2017).

The COA in *Marshall II* affirmed its prior decision (*Marshall I*) and held that the Committee was not entitled to any of its requested relief. The COA held that City Ordinance No. 2023-08 was exempt from referendum as it contained appropriations (Site Plan review and Building Inspection Services). Further, the Ordinance complied with the City Charter. The Court found that, the Ordinance did not violate the Master 425 Agreement. The COA determined that *Clam Lake Twp* distinguishable from this present case as *Clam Lake Twp* involved a PA 425 "contract between two townships". *Marshall II*, slip op at 12. PA 425 contracts "authorizes transfers between participating local units, not contractually created entity like the JPC"[] (Joint Planning Commission.) *Id.*

Here, the JPC is advisory, and not a local unit of government. The COA noted that the "City did not transfer its zoning power to the JPC." *Marshall II*, slip op at 13.

Marshall City officials continue positive collaborative discussions with Marshall Township officials and Committee members for economic development.

STATE OF MICHIGAN
COURT OF APPEALS

COMMITTEE FOR MARSHALL-NOT THE
MEGASITE,

Plaintiff-Appellant/Cross-Appellee,

and

REGIS KLINGLER, STEPHANIE KLINGLER,
HOLLY HARNDEN, MARK ROBINSON,
GRETCHEN ESSER, JAMES SLEIGHT, JR., and
DIANE KOWALSKE,

Plaintiffs,

v

CITY OF MARSHALL and MICHELLE EUBANK
in her capacity as the MARSHALL CITY CLERK,

Defendants-Appellees,

and

MARSHALL AREA ECONOMIC
DEVELOPMENT ALLIANCE,

Intervening Defendant-Appellee,

and

MICHIGAN ECONOMIC DEVELOPMENT CORP.
and MICHIGAN STRATEGIC FUND,

Cross-Appellants.

FOR PUBLICATION
February 25, 2026
10:09 AM

No. 369603
Calhoun Circuit Court
LC No. 2023-001712-CZ

ON REMAND

Before: CAMERON, P.J., and SWARTZLE and YOUNG, JJ.

CAMERON, P.J.

This case returns to us on remand from our Supreme Court “for reconsideration in light of *Clam Lake Twp v Dep’t of Licensing and Regulatory Affairs*, 500 Mich 362[; 902 NW2d 293] (2017).” *Comm for Marshall-Not the Megasite v Marshall*, 25 NW3d 318 (Mich 2025) (*Marshall II*). For the reasons set forth below, we affirm.

I. FACTUAL AND PROCEDURAL BACKGROUND

This case arose in February 2022 when the City of Marshall (the City) entered into a land transfer agreement with Marshall Township (the Township). This agreement—the Master 425 Agreement—contemplated that the City and the Township would enter into individual “425 Agreements”¹ for individual transfers and provided the rules for these agreements. Under the Master 425 Agreement and the Joint Municipal Planning Act, 2003 PA 226, MCL 125.141 *et seq.*, the City and Township also established the Joint Municipal Planning Commission (the JPC). Under the Master 425 Agreement, the JPC would “control all land usages for lands subject to a 425 Agreement between the City and Township.” The rules for the JPC’s operations were provided in Schedule A to the Master 425 Agreement. Relevant to this appeal, Schedule A specified whether the City’s or the Township’s zoning definitions and procedures applied to specific property based on certain geographical boundaries. It instructed that these lands “shall be administered” by the JPC “pursuant to” either the City’s or the Township’s “zoning and planning acts” and either the City’s or the Township’s “procedures and definitions will be followed by the JPC.”

In February 2023, the Marshall Board of Trustees and Marshall City Council approved various conditional land transfers under individual 425 agreements with different individual property owners. These property owners ultimately transferred their property to the Marshall Area Economic Development Alliance (the MAEDA), and the MAEDA sought and obtained approval to combine the properties into a single parcel. It also obtained approval to split off some of the parcel for a proposed development of the Ford BlueOval Battery Park. The MAEDA applied to the JPC to rezone this split-off parcel to the City’s new Industrial and Manufacturing Complex (I-3) zoning designation—a special classification the City adopted specifically for this parcel to be used for what would be known as the Marshall Megasite. The JPC denied the MAEDA’s request.

During the same time, the City sought rezoning from the Marshall City Council. After the MAEDA first applied for rezoning, but before the JPC denied the request, the City Clerk, Michelle Eubank, published a Notice of Public Hearing before the Marshall City Council regarding the rezoning application. The notice was published in the *Ad-Visor and Chronicle*, a local weekly publication, on April 15, 2023. The City Council scheduled the hearing for May 1, 2023. About

¹ The agreements are referred to as “425” agreements because the law permitting these transfer agreements, MCL 124.21 *et seq.*, was originally enacted by 1984 PA 425. Hence, the applicable statute is commonly referred to as “Act 425.”

two weeks before the hearing, on April 17, 2023, the City Council introduced Ordinance 2023-08. The City then held the hearing as planned on May 1, 2023, and adopted the ordinance. The ordinance rezoned the parcel at issue into the I-3 designation. It also included appropriations of \$40,000 for site plan review services and \$250,000 for building inspection services for the proposed development project.

Plaintiff-petitioners formed a ballot question committee (the Committee) to challenge Ordinance 2023-08 by referendum. They signed an affidavit agreeing that they would “be responsible for circulating the referendum petition and for filing it in proper form.” The specific petitioners, as well as others, collected 810 signatures and filed them with Eubanks. Eubanks rejected the petition by serving the Committee with a Certification of Insufficiency, citing two reasons. First, the petition was invalid because Ordinance 2023-08 was not subject to referendum because it contained appropriations. Second, the number of properly collected signatures was insufficient to subject the ordinance to a referendum. The Marshall City Council subsequently upheld Eubank’s decision and the Committee and petitioners (plaintiffs) filed suit.

Plaintiffs’ original complaint sought: Count I, mandamus, Count II, injunctive relief, and Count III, declaratory relief. After defendants moved for summary disposition, the trial court permitted plaintiffs to amend their complaint. The amended complaint restated the original counts and added Count IV, seeking declaratory relief for purported violations to the Master 425 Agreement, and Count V, seeking declaratory relief regarding improper notice of Ordinance 2023-08. Throughout the legal proceedings, several groups moved to intervene. The trial court granted the MAEDA’s motion but denied the Michigan Economic Development Corporation’s (the MEDC) and the Michigan Strategic Fund’s (the MSF) motions. The City and Eubank again moved for summary disposition, which the trial court granted as to all counts.

The Committee appealed the order dismissing its claims to this Court. The MEDC and the MSF cross-appealed the trial court’s order denying their motions to intervene. This Court affirmed, *Comm for Marshall-Not the Megasite v Marshall*, ___ Mich App ___, ___; ___ NW3d ___ (2024); slip op at 25 (*Marshall I*), vacated by *Marshall II*, 25 NW3d at 318, but our Supreme Court vacated our prior opinion “for reconsideration in light of” *Clam Lake, Marshall II*, 25 NW3d at 318.

II. SUMMARY DISPOSITION STANDARDS

We review a trial court’s decision on a motion for summary disposition de novo. *El-Khalil v Oakwood Healthcare, Inc*, 504 Mich 152, 159; 934 NW2d 665 (2019). “A motion under MCR 2.116(C)(8) tests the legal sufficiency of a claim based on the factual allegations in the complaint.” *Id.* (emphasis omitted). “When considering such a motion, a trial court must accept all factual allegations as true, deciding the motion on the pleadings alone.” *Id.* at 160. “A motion under

MCR 2.116(C)(8) may only be granted when a claim is so clearly unenforceable that no factual development could possibly justify recovery.” *Id.*²

III. MANDAMUS

The Committee first argues that the trial court erred by dismissing its Count I claim for a writ of mandamus. We disagree.

A. STANDARDS OF REVIEW

Contrary to our de-novo review of summary disposition decisions, *id.* at 159, we review a trial court’s decision on whether to issue a writ of mandamus for an abuse of discretion, *CB by Next Friend Macika v Livingston Co Comm Mental Health*, 349 Mich App 253, 262; 27 NW3d 355 (2023). “A court abuses its discretion when its decision is outside the range of reasonable and principled outcomes.” *Id.* (quotation marks and citation omitted). The issue of whether a party has standing is reviewed de novo. *MCNA Ins Co v Dep’t of Technology, Mgt, and Budget*, 326 Mich App 740, 743; 929 NW2d 817 (2019).

B. STANDING

As a threshold matter, we again reject the MAEDA’s argument that the Committee lacks standing. The MAEDA’s reliance on “authorities related to appeals to zoning boards and circuit courts rather than standing to challenge a zoning decision in the first place[.]” does not properly address the issue raised. *Marshall I*, ___ Mich App at ___; slip op at 8-9, citing *Sakorafos v Charter Twp of Lyon*, 349 Mich App 176, 185; 27 NW3d 329 (2023) (“Standing and legal capacity to sue are distinct concepts[.]”). The MAEDA’s reliance on the Zoning Enabling Act, MCL 125.3101 *et seq.* (ZEA), which limits who can challenge a zoning ordinance, is misplaced. The ZEA limits “who may appeal the administrative actions of zoning officials[.]” it does not limit private citizens from making direct challenges to an ordinance itself. *Sakorafos*, 349 Mich App at 190; *Marshall I*, ___ Mich App at ___; slip op at 9. In this respect, the Committee has standing if it “has a special injury or right, or substantial interest, that will be detrimentally affected in a manner different from the citizenry at large[.]” *Lansing Sch Ed Ass’n v Lansing Bd of Ed*, 487 Mich 349, 372; 792 NW2d 686 (2010). As we explained in *Marshall I*, ___ Mich App at ___; slip op at 9:

Here, the petitioners formed the Committee and had it petition for a referendum on Ordinance 2023-08. The City’s charter specifically provided standing to do just that. See *Marshall Charter*, § 5.02. Once Eubank certified the petition as insufficient, the Committee had standing to challenge the decision by

² The Committee argues that the trial court erroneously relied on a superseded complaint when granting summary disposition to defendants. But, as we explained in *Marshall I*, this argument is waived because the Committee did not raise it before the trial court. *Tolas Oil & Gas Exploration Co v Bach Servs & Mfg, LLC*, 347 Mich App 280, 289; 14 NW3d 472 (2023).

Eubank and to challenge the City’s decisions to approve Eubank’s decision through a writ of mandamus, see MCR 3.305(A)(2), because it had a “substantial and distinct interest” in ensuring that its petition for a referendum was not improperly certified as insufficient, see *Lansing Sch Ed Ass’n*, 487 Mich at 374.^[3]

C. ENTITLEMENT TO MANDAMUS

Nevertheless, the Committee was not entitled to a writ of mandamus. “The primary purpose of the writ of mandamus is to enforce duties created by law where the law has established no specific remedy and where, in justice and good government, there should be one.” *Taxpayers for Mich Constitutional Gov’t v Michigan*, 508 Mich 48, 81; 972 NW2d 738 (2021) (quotation marks and citation omitted). As a result:

To obtain this extraordinary remedy, the plaintiff bears the burden of showing that (1) the plaintiff has a clear, legal right to performance of the specific duty sought, (2) the defendant has a clear legal duty to perform, (3) the act is ministerial, and (4) no other adequate legal or equitable remedy exists that might achieve the same result. [*Id.* at 81-82 (quotation marks and citation omitted).]

The Committee was not entitled to mandamus because it did not have a clear legal right to get the referendum on the ballot and because there was an alternative remedy at law. *Id.*

A clear legal right is one that is “clearly founded in, or granted by, law; a right which is inferable as a matter of law from uncontroverted facts[.]” *Attorney General v Bd of State Canvassers*, 318 Mich App 242, 249; 896 NW2d 485 (2016) (quotation marks and citation omitted). Marshall Charter § 5.01(b) prohibits referenda on ordinances that contain appropriations. Ordinance 2023-08, the ordinance at issue, included appropriations for “\$40,000 for site plan review services and \$250,000 for building inspection services for the development of the proposed industrial project”⁴ The trial court correctly held that, because Ordinance 2023-08 included appropriations, the Committee had no clear legal right to a referendum. *Taxpayers for Mich Constitutional Gov’t*, 508 Mich at 81-82.⁵ Moreover, the trial court correctly concluded that

³ For this same reason, the Committee also had standing to challenge whether the City Council could lawfully include appropriations in the ordinance, because those provisions directly resulted in Eubanks’s decision to certify the petition as insufficient. It also has direct-challenge standing regarding notice. Moreover, as we explained in our prior opinion, the Committee had standing to challenge Ordinance 2023-08 even though it did not exist until after the ordinance was passed because organizations have the same standing as their members to assert claims. *Lansing Sch Educ Ass’n*, 487 Mich at 373 n 21.

⁴ We address the issue as to whether the ordinance was permitted to contain such appropriations below.

⁵ Because Eubanks correctly certified the petition as insufficient on the basis of the lack of a legal right, the trial court also properly dismissed the Committee’s Count II seeking injunctive relief. Count II was premised on Marshall Charter, § 5.05, which provides: “When a referendum petition

mandamus was precluded because of the existence of an adequate remedy at law. Marshall Charter § 5.04(c) provides that the City Council’s final determination was subject to judicial review. Thus, because there was an alternative remedy at law capable of producing the same desired result, mandamus was unavailable. *Taxpayers for Mich Constitutional Gov’t*, 508 Mich at 82. The trial court correctly dismissed the Committee’s Count I.⁶

IV. APPROPRIATIONS

The Committee next argues that the trial court erred in determining that the City could include the appropriations in Ordinance 2023-08 and dismissing Count III. We disagree.

A. STANDARDS OF REVIEW

We review the proper interpretation and application of the City’s ordinances and charter de novo. *Gmoser’s Septic Serv, LLC v East Bay Charter Twp*, 299 Mich App 504, 509; 831 NW2d 881 (2013); *Barrow v City of Detroit Election Comm’n*, 301 Mich App 404, 411; 836 NW2d 498 (2013). The trial court’s decision on a motion for a preliminary injunction is reviewed for an abuse of discretion. *Slis v Michigan*, 332 Mich App 312, 335; 956 NW2d 569 (2020). A trial court abuses its discretion when it makes a decision that falls outside the range of reasonable and principled outcomes. *Id.*

B. APPROPRIATIONS BY ORDINANCE

We begin by rejecting the Committee’s contention that Ordinance 2023-08 is invalid because the Marshall Charter prohibits passing appropriations by ordinance. To the contrary, § 5.01(b) expressly contemplates them. See Marshall Charter, § 5.01(b) (addressing the procedure for a referendum and providing specific exclusions for ordinances “relating to the appropriation of money or levy of taxes.”). As we noted in *Marshall I*, Article IV of the City’s charter imposes certain limitations on the City Council’s authority to legislate by resolution, but these same limitations do not apply to legislation by ordinance. This distinction again leads us to conclude that “legislation by ordinance [is] the default, whereas legislating by resolution [is] permissible only when one of the criteria stated under Marshall Charter, § 4.01(c), applie[s].” *Marshall I*, ___ Mich App at ___; slip op at 14-15. While § 4.01(d) requires legislation by ordinance when specific criteria exist, nothing precludes legislation by ordinance in other situations. “In short, nothing in

is timely filed with the city clerk, the ordinance sought to be reconsidered shall be suspended from taking effect.” But the provision goes on to explain that the suspension terminates when “there is a final determination of insufficiency of the petition[.]” Marshall Charter, § 5.05(a). The Committee had no valid claim for injunctive relief because it was not entitled to suspension of Ordinance 2023-08 after Eubanks certified it as insufficient.

⁶ Because the Committee had no legal right to a referendum and there existed an adequate remedy at law, we need not address whether the other two requirements for mandamus were satisfied. Additionally, because plaintiffs were not entitled to a referendum, Eubanks’s decision to invalidate some of the signatures is moot.

Article IV prevented the [C]ity [C]ouncil from legislating an appropriation by ordinance.” *Marshall I*, ___ Mich App at ___; slip op at 15.

We also reject the Committee’s contention that the City Charter’s requirement that annual budget appropriations be passed by resolution, not ordinance, somehow curtails the City Council’s authority to use ordinances to appropriate money for a particular project. The Committee points to § 9.05, which provides: “Not later than the first meeting of the council in June, the council shall, by resolution, adopt all budgets for the next year and shall, in such resolution, make an appropriation of the money needed for municipal purposes during the ensuing fiscal year” Marshall Charter, § 9.05. But, as we explained in *Marshall I*, “the requirement to act by resolution” in this section, “by its own terms, applie[s] only to the adoption of the initial budget for the coming fiscal year; it [does] not prevent the [C]ity [C]ouncil from making any appropriation otherwise permitted under the charter in an ordinance during the fiscal year.” *Marshall I*, ___ Mich App at ___; slip op at 16.

The Committee, still focusing on the City’s approved annual budget, relies on Marshall Charter, § 9.06, which states: “After the budget has been adopted, no money shall be drawn from the treasury of the city nor shall any obligation for the expenditure of money be incurred, except pursuant to the budget appropriation.” But, as we explained in *Marshall I*, ___ Mich App at ___; slip op at 15:

The prohibition against drawing money from the treasury or incurring obligations, “except pursuant to the budget appropriation,” does not prohibit the City from spending money on matters not included in the budget. City governments routinely confront unanticipated circumstances that sometimes result in unanticipated expenses which require them spend money on contingencies that arise during the fiscal year. The limitation stated under Marshall Charter, § 9.06, most naturally means that the [C]ity [C]ouncil must limit its draws and pay its debts within the parameters set by the budget.

We reject the Committee’s strained interpretation that § 9.06 constrains the City’s appropriation authority to the fiscal year budgeting process, thereby limiting all appropriations to resolutions. Such a rigid interpretation “would require us to view the budgeting process in a silo without considering the provisions that give the [C]ity [C]ouncil the ability to respond to changing conditions throughout the fiscal year.” *Marshall I*, ___ Mich App at ___; slip op at 15. Moreover, as we already noted, § 5.01(b) expressly contemplates that appropriations can be made in an ordinance. Marshall Charter, § 5.01(b). “If that were not the case, then there would be no need to exempt ordinances that contain appropriations from the power of referendum.” *Marshall I*, ___ Mich App at ___; slip op at 16-17.

We similarly reject the Committee’s argument that the power to authorize borrowing by “ordinances or resolution,” under Marshall Charter, § 9.08, necessarily suggests that the transfer of funds under § 9.06 must be done by resolution. The Committee’s interpretation is contrary to § 4.01. The charter requires “[a]ll legislation of the city” to be done “by ordinance or by resolution[.]” Marshall Charter, § 4.01(a). The City Council’s ability to act by resolution is “limited to matters required or permitted by law, or this charter,” or for matters relating to “the internal concerns of the city.” Marshall Charter, § 4.01(c). But, as discussed, while § 4.01(d)

requires legislation by ordinance when specific criteria exist, nothing precludes legislation by ordinance in other situations. Again, the charter, read as a whole, suggests that legislation by ordinance is the default, while legislation by resolution is limited to certain situations. Because legislation by ordinance is the default, the ability to do so need not to be specifically authorized.⁷ Thus, the provision that states borrowing may be done by ordinance or resolution in § 9.08 was merely authorizing the act by resolution *in addition to* the default ability to act by ordinance. See Marshall Charter, § 4.01(c). Along the same vein, § 9.06 omitting any reference to the method for performing the transfer simply means that only the default method—transfer by ordinance—applies, because the provision does not authorize the transfer by resolution. See *id.*

The City’s charter must be liberally construed in favor of the exercise of its power. See Marshall Charter, § 1.05. Accordingly, because the charter contains no express or implied prohibition on appropriations by ordinance, the trial court did not err when it concluded that Ordinance 2023-08 was not unlawful for including appropriations.

C. TITLE-OBJECT RULE

The Committee’s argument that the appropriations in Ordinance 2023-08 violate the charter’s title-object rule is also without merit.

As we explained in *Marshall I*, ___ Mich App at ___; slip op at 17:

The charter provides, in relevant part, that “no ordinance shall contain more than one subject, and the ordinance title must clearly express that subject.” Marshall Charter, § 4.02(a). This limitation is substantially similar to the title-object clause in Michigan’s constitution. See Const 1963, art 4, § 24 (“No law shall embrace more than one object, which shall be expressed in its title.”). The purpose of such clauses is to “prevent the Legislature from passing laws not fully understood, to ensure that both the legislators and the public have proper notice of legislative content, and to prevent deceit and subterfuge.” *Enbridge Energy, LP v Michigan*, 332 Mich App 540, 545-546; 957 NW2d 53 (2020) (quotation marks and citation omitted). . . .

When reviewing a title-object challenge, this Court must make “all possible presumptions” in favor of constitutionality and must construe the title “reasonably,

⁷ We note that the Committee’s argument on this point seems to suggest the opposite: that, in order for an action to be done by ordinance, the section authorizing the action must provide as much. This argument is belied by the plain language of § 4.01, which mandates that actions be by resolution or ordinance, but only imposes limitations on resolutions. If action by ordinance had to be specifically provided for in each section as well, then the sections in the Marshall Charter that do not mention either method of action would leave the City Council without any authorized method of action. Indeed, the Committee’s interpretation would mean that § 9.06 itself is unworkable, as it does not explicitly permit the transfers by resolution or ordinance.

not narrowly and with unnecessary technicality.” *Advisory Opinion re Constitutionality of 1972 PA 294*, 389 Mich 441, 464; 208 NW2d 469 (1973).

Relevant to this appeal, the Committee asserts that the appropriations in Ordinance 2023-08 violate the charter’s title-object rule.

A title-body challenge is an assertion that the body of an act exceeds the scope of its title. However, the title of an act is not required to serve as an index to all of the provisions of the act. The goal of the clause is notice, not restriction of legislation. A title will only fail to give fair notice if the subject in the body is so diverse from the subject in the title that they have no necessary connection. Even if not directly mentioned in the title of the act, if the title comprehensively declares a general object or purpose, a provision in the body is not beyond the scope of the act as long as it is germane, auxiliary, or incidental to that general purpose[.] [*Enbridge Energy, LP*, 332 Mich App at 546 (quotation marks and citations omitted).]

Ordinance 2023-08 is entitled: “AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF MARSHALL SO AS TO CHANGE THE ZONING OF A PARCEL OF REAL PROPERTY, PARCEL #53-281-021-00, FROM TOWNSHIP ZONING TO INDUSTRIAL AND MANUFACTURING COMPLEX (I-3).” The Committee contends that the ordinance has a title-body defect because the title does not mention appropriations, and a change in zoning has no connection to the appropriation of money for services for a development project. The Committee’s argument fails because the specific appropriations are germane to the purpose of Ordinance 2023-08. *Enbridge Energy, LP*, 332 Mich App at 546. The title does not merely note that the City was changing the zoning map generally; it specifically indicates that the change was for a specific parcel and a specific zoning classification that was expressly created for the project that the appropriations were designed to support. Thus, the appropriations for funding the project are clearly “germane, auxiliary, or incidental to that general purpose[.]” *id.* (quotation marks and citation omitted), and “directly relate[d] to,” and designed to “carry out and implement” the zoning change, *Advisory Opinion re Constitutionality of 1972 PA 294*, 389 Mich at 465.

This same reasoning defeats the Committee’s multiple-object challenge. “The ‘object’ of a law is its general purpose or aim.” *Ray Twp v B & BS Gun Club*, 226 Mich App 724, 731; 575 NW2d 63 (1997). Legislation does not contain multiple objects “solely because it contains more than one means of attaining its primary purpose.” *Id.* “Instead, a violation exists only where the law contains subjects so diverse that they have no necessary connection.” *Id.* Here, the appropriations were related to the specific zoning change identified in the title of Ordinance 2023-08. Further, these appropriations were designed to carry out and implement the objective of the zone change: the Blue Oval Battery Park. Accordingly, the appropriations did not comprise a subject “so diverse” as to “have no necessary connection[.]” to the goal reflected in the title. *Id.*

The trial court did not err when it determined that Ordinance 2023-08 did not violate Marshall Charter, § 402(a). Therefore, the trial court’s dismissal of the Committee’s Count III was appropriate.

V. COMPLIANCE WITH THE CHARTER’S NOTICE REQUIREMENT

The Committee next argues that the trial court erred in dismissing Count V, a request for declaratory relief based on an alleged violation of the charter’s notice requirements. We disagree.

A. STANDARD OF REVIEW

We review the proper interpretation and application of the City’s ordinances and charter de novo. *Gmoser’s Septic Serv, LLC*, 299 Mich App at 509; *Barrow*, 301 Mich App at 411.

B. TIMELY PUBLICATION

Marshall Charter, § 4.02(b) requires that, after the introduction of any ordinance, the city clerk must “publish a summary of the proposed ordinance in a local newspaper of general circulation in the city, together with a notice setting out the time and place for a public hearing on the proposed ordinance[.]” and mandates that “the public hearing may not be held sooner than five (5) days after the publication[.]” The Committee argues that the City violated the charter by providing late notice of the ordinance at issue. Specifically, it asserts that the City started publishing its summary and notice on April 15, 2023, two days before it actually introduced Ordinance 2023-08. We again conclude that this argument fails because the specific publication used in this case was a weekly publication, and:

We, therefore, treat the publication as having been published continuously every day through to the new issue date—April 22, 2023. The City’s notice, therefore, was effectively published anew every day, which included the day after Ordinance 2023-08 was introduced. See, e.g., *Leffler v Armstrong*, 4 Iowa 482 (1857) (stating that a notice is published continuously from the first day the paper includes the notice until the first issue without the notice); see also *Hinchman v Barns*, 21 Mich 556, 558 (1870) (stating that publication means taking some act to put the paper before the public) [*Marshall I*, ___ Mich App at ___; slip op at 20].

Nothing in the charter precludes the City from providing notice through a weekly publication, and it is undisputed that the notice was published more than five days before the meeting was held. Thus, the notice complied with Marshall Charter, § 4.02(b).

As we explained in *Marshall I*, ___ Mich App at ___; slip op at 21, the Committee’s argument that the notice was insufficient because it did not also mention the proposed appropriations fails, because the charter “does not specify what a summary must include to constitute adequate notice[.]” and “[a] general summary is sufficient when the law governing notice does not require more.” Citing *North Burns Park Ass’n v Ann Arbor*, 155 Mich App 686, 691; 400 NW2d 622 (1986). The notice summary provided in this case “clarified that the *primary* purpose of the ordinance was to change the zoning for a specific parcel of property; that summary was adequate for purposes of noticing the public hearing.” *Marshall I*, ___ Mich App at ___; slip op at 21, citing *North Burns Park Ass’n*, 155 Mich App at 691. While the issue of appropriations is “central to this appeal,” the appropriations themselves were “far from the primary purpose of the ordinance.” *Marshall I*, ___ Mich App at ___; slip op at 21. We conclude that the City provided adequate notice under the charter, and the trial court correctly dismissed Count V.

VI. THE MASTER 425 AGREEMENT

Our Supreme Court has directed us to reconsider our opinion in light of *Clam Lake Twp*, 500 Mich at 362. *Marshall II*, 25 NW3d at 318. We conclude that, while *Clam Lake Twp* renders some of our previous opinion's general analysis incorrect, the trial court still did not err when it dismissed the Committee's claim in Count IV that Ordinance 2023-08 violated the Master 425 Agreement.

A. STANDARD OF REVIEW

The issue of whether a party has standing is reviewed de novo. *MCNA Ins Co*, 326 Mich App at 743.

B. STANDING

As we previously explained, the trial court erred by concluding that the Committee lacked standing to seek declaratory judgment related to the Master 425 Agreement:

To the extent that the Committee was attempting to sue under the Master 425 Agreement—an agreement to which it was not a party—to compel the City to change its zoning, it would lack standing to enforce the agreement. See *Bloomfield Estates Improvement Ass'n, Inc v Birmingham*, 479 Mich 206, 212-213; 737 NW2d 670 (2007). See also *Brunsell v Zeeland*, 467 Mich 293, 296; 651 NW2d 388 (2002) (stating that incidental beneficiaries to a contract cannot sue to enforce it under the third-party beneficiary statute). But that is not what the Committee was doing. Rather, it sued for a declaration that Ordinance 2023-08 was void because the City did not have the authority to pass Ordinance 2023-08 given that the City bargained away its authority to change the zoning for parcels governed by the Master 425 Agreement. The Committee would have standing to assert that claim for the same reasons that it had standing to sue for a declaration that Ordinance 2023-08 was void for failure to follow the charter's notice provisions. See *Washington Gas Energy Servs, Inc v Dist of Columbia Pub Serv Comm*, 893 A2d 981, 988-989 (DC, 2006); *Town of Lima v Robert Slocum Enterprises, Inc*, 38 App Div 2d 503, 506; 331 NYS2d 51 (1972). [*Marshall I*, ___ Mich App at ___; slip op at 21-22.]

While the trial court erred by dismissing the Committee's claim on standing grounds, dismissal was still appropriate. See *Bailey v Antrim Co*, 341 Mich App 411, 420; 990 NW2d 372 (2022) (“we will not reverse a trial court's decision when it reaches the right result, even if it was for the wrong reason.”).

C. WHETHER THE CITY COULD CONTRACT OUT ITS ZONING POWER

In *Marshall I*, ___ Mich App at ___; slip op at 22, this Court reasoned that the City did not violate the Master 425 Agreement because a municipality cannot contract out its zoning authority. This broad statement was contrary to our Supreme Court's holding in *Clam Lake Twp*. MCL

125.26(c) permits that “a contract under this act[,]” in other words, a 425 contract, may provide for “the adoption of ordinances and their enforcement by or with the assistance of the participating local units.” In *Clam Lake Twp*, 500 Mich at 381, our Supreme Court reasoned that the plain language of the statute “authorize[s] local units to bargain over the adoption of ordinances, which includes bargaining over their content and substance.” This includes zoning ordinances. *Id.* at 381-382. The Court explained that “a township has no inherent power to zone and can only do so to the extent the power is granted by the Constitution or Legislature[,]” and, thus, the Legislature could, and did, “empower . . . municipalities to zone or take action by agreement even though the agreement will bind those municipalities in the future and constrain their legislative discretion.” *Id.* at 382-383 (quotation marks and citations omitted).

But *Clam Lake Twp* is distinguishable from this case. *Clam Lake Twp* involved a 425 contract between two townships. *Id.* at 368. *Clam Lake Twp* held that the statute authorized “local units” to bargain over ordinances. *Id.* at 381-382. This is because MCL 124.26(c) explicitly covers “participating local units.” The act defines “local unit” as “a city, township, or village.” MCL 124.21(b). The entity to which the City is alleged to have contracted out its zoning power—the JPC—does not qualify as a “local unit” under the statute. Thus, to the extent *Clam Lake Twp* held that the plain statutory language permitted municipalities to contract out their zoning ordinance power to other municipalities, we conclude that the same statutory language does not authorize the transfer of zoning authority to a recipient that is not a “participating local unit.” We note that other subsections of MCL 124.26 suggest that the contract terms it authorizes for these 425 transfers are limited to those involving the participating local units, not a contractually created entity like the JPC:

If applicable to the transfer, a contract under this act may provide for any of the following:

(a) Any method by which the contract may be rescinded or terminated by *any participating local unit* before the stated date of termination.

(b) The manner of employing, engaging, compensating, transferring, or discharging personnel required for the economic development project to be carried out under the contract.

(c) The fixing and collecting of charges, rates, rents, or fees, where appropriate, and the adoption of ordinances and their enforcement by or with the assistance of the *participating local units*.

(d) The manner in which purchases shall be made and contracts entered into.

(e) The acceptance of gifts, grants, assistance funds, or bequests.

(f) The manner of responding for any liabilities that might be incurred through performance of the contract and insuring against any such liability.

(g) Any other necessary and proper matters agreed upon by the *participating local units*. [MCL 124.26 (emphasis added).]

Our goal in statutory interpretation is to give effect to the Legislature’s intent. *Houghton Lake Area Tourism & Convention Bureau v Wood*, 255 Mich App 127, 134; 662 NW2d 758 (2003). “If the statute defines a term, that definition must control.” *Id.* “If the statute is unambiguous, this Court must not engage in judicial construction.” *Id.* “This Court must presume the Legislature intended the meaning it expressed[,]” and “should generally not speculate about the Legislature’s intent beyond the words actually used in the statute.” *Id.* at 134-135. “Specifically, this Court should assume that an omission was intentional.” *Id.* at 135. Along this vein, under the doctrine of *expression unius est exclusio alterius* (the expression of one thing is the exclusion of another), where the Legislature grants certain authority to a specific defined entity, this inclusion “operates to exclude” the provision of such authority to other unnamed entities. See, e.g., *Detroit City Council v Detroit Mayor*, 283 Mich App 442, 456; 770 NW2d 117 (2009).

We conclude that the plain language of MCL 124.26(c) permits “participating local units” to contract out their zoning-ordinance powers to one another under a 425 contract. The absence of any statutory language permitting the contracting of these powers out to non-“participating local units” means no such authority exists. *Detroit City Council*, 283 Mich App at 456. Under our canons of statutory interpretation, the City lacked the statutory authority to transfer its zoning power to the JPC. Therefore, any provisions in the Master 425 Agreement that purport to do so are unenforceable. See *Wasenko v Auto Club Group*, 347 Mich App 635, 640; 16 NW3d 557 (2023) (“an agreement that violates the laws of Michigan is unenforceable as written.”).⁸

D. WHETHER THE CITY DID CONTRACT OUT ITS ZONING POWER

Nevertheless, we again conclude that the City did not contract out its zoning power to the JPC. The Master 425 Agreement created the JPC and directed that it “shall control all land usages for lands subject to a 425 Agreement between the City and Township . . .” The Master 425 Agreement also specified that, “[i]n the event a zoning ordinance is amended and a definition changed, the definition shall not be changed for the purpose of this Agreement without the mutual consent of the City and Township.” As for the “details of the organization and conduct of the JPC[,]” these were provided in Schedule A. Schedule A specified that the land “shall be administered” by the JPC “pursuant to” either the City’s or the Township’s “zoning and planning acts” based on certain geographic boundaries and instructed that the JPC will follow the respective “procedures and definitions” of those municipalities.

As we noted in *Marshall I*, the Committee puts misplaced emphasis on the fact that the Master 425 Agreement granted the JPC “control” over “land usages” as evidence that it was necessarily given authority over zoning classification. But this interpretation, without context,

⁸ We recognize that the JPC has a unique make-up, as it is comprised of representatives of the City and the Township. But the fact that the JPC’s members are representatives of the actual “local units” in this case does not mean that their positions confer the same definition to the JPC. Cities, townships, and villages are specifically defined entities in Michigan law. Regardless of its membership composition, the JPC is none of them. Moreover, these representatives derive their authority from their positions within their respective local units; it is not inherent to them as individuals, and they cannot bring it with them to other bodies simply by virtue of membership.

conflicts with the plain language of the agreement. If it were true that the JPC was granted exclusive authority over zoning, then the agreement would have no reason to specify what definition applied “[i]n the event a zoning ordinance is amended and a definition changed[.]” Further, the fact that Schedule A instructs the JPC to administer the land “pursuant to” the applicable “zoning and planning acts” indicates that the JPC was to “control” the “land usages” within the confines of the zoning ordinances enacted by the authorized municipality. Nothing in the Master 425 Agreement “prevented the City from amending its zoning map to change a classification.” *Marshall I*, ___ Mich App ___; slip op at 23. Accordingly, “[t]he JPC had to accept any changes to the applicable zoning stated in the City’s act as a matter of course, unless the change affected a definition.” *Id.* Ordinance 2023-08 did not change any definitions, and, even if it had, the JPC would still be required to use the land in accordance with the zone change itself; the only difference is that the original definition that was changed would control. Because the Master 425 Agreement did not deprive the City of its authority to Ordinance 2023-08, Count IV was properly dismissed.

VII. CROSS-APPEAL

Finally, we again conclude that we lack jurisdiction to rule on the MEDC’s and the MSF’s cross-appeal.

A. STANDARD OF REVIEW

We review whether this Court has jurisdiction to consider an appeal de novo. *Chen v Wayne State Univ*, 284 Mich App 172, 191; 771 NW2d 820 (2009). Whether this Court has jurisdiction is always within the scope of this Court’s review. *Id.*

B. JURISDICTION

This Court has jurisdiction of an appeal of right filed by an “aggrieved party.” MCR 7.203(A). Moreover, “[w]hen an appeal of right is filed or the court grants leave to appeal, any appellee may file a cross appeal.” MCR 7.207(1). *Black’s Law Dictionary* defines an appellee as “[a] party against whom an appeal is taken and whose role is to respond to that appeal, usu[ally] seeking affirmance of the lower court’s decision.” *Black’s Law Dictionary* (12th ed). The MEDC’s and the MSF’s cross-appeal seeks review of the trial court’s denial of their motion to intervene. But, because the trial court denied their motion to intervene, they were never parties to the underlying lawsuit. “Only aggrieved *parties* have an appeal of right under MCR 7.203(A)[.]” and “only a *party* can be an appellee with a right to cross-appeal a decision under MCR 7.207(A)(1).” *Marshall I*, ___ Mich App at ___; slip op at 24. Because neither the MEDC or the MSF were parties to the underlying suit, we lack jurisdiction over an appeal as of right or a cross-appeal under MCR 7.203 and 7.207. Moreover, the time for the MEDC and the MSF to seek leave to appeal under MCR 7.203(B)(1) has passed, MCR 7.205(A)(1)(a), as has the time for this Court

to treat the claim as a delayed application for leave to appeal, MCR 7.205(A)(4)(a).⁹ Accordingly, we dismiss the MEDC's and the MSF's cross-appeal for lack of jurisdiction.¹⁰

Affirmed.

/s/ Thomas C. Cameron

/s/ Brock A. Swartzle

/s/ Adrienne N. Young

⁹ As we noted in *Marshall I*, ___ Mich App at ___; slip op at 25 n 13, we decline to address the Committee's request to find the MEDC's and the MSF's appeal to be vexatious or impose sanctions, because the Committee did not properly raise the request in a motion. MCR 7.211(C)(8).

¹⁰ In their supplemental briefing, the parties and amici raise various alternative arguments on issues that fall outside the scope of this remand. Our Supreme Court remanded this case to us to reconsider our decision in light of *Clam Lake Twp. Marshall II*, 25 NW3d at 318. "When an appellate court remands a case with specific instructions, it is improper for a lower court to exceed the scope of the order." *Int'l Bus Mach, Corp v Dep't of Treasury*, 316 Mich App 346, 350; 891 NW2d 880 (2016) (quotation marks and citation omitted). The Committee argues that, because our previous opinion was vacated in its entirety, this Court may reconsider other issues previously decided. It cites *Troy v Papadelis*, 226 Mich App 90, 94; 572 NW2d 246 (1997), in which this Court, on remand, reasoned that, because its prior opinion was vacated, the law-of-the-case doctrine did not apply, and each issue had to be reconsidered. But *Troy* and the case on which it relied, *Hill v Ford Motor Co*, 183 Mich App 208, 212; 454 NW2d 125 (1989), merely stand for the proposition that the law-of-the-case doctrine does not apply when our Supreme Court vacates one of our opinions, because "the law of the case announced in the higher appellate court supersedes that set forth in the intermediate appellate court." *Hill*, 183 Mich App at 212. We are bound by the law of the case announced by our Supreme Court in *Marshall II*, but no such law of the case was announced pertaining to anything besides *Clam Lake Twp* and its application. Moreover, regardless of whether we are bound by the law of the case of our prior opinion, the fact remains that we are required to strictly comply with the instructions provided in the remand order. See *Rodriguez v Gen Motors Corp*, 204 Mich App 509, 514; 516 NW2d 105 (1994).

Clam Lake Twp has no impact on any issue besides Issue VI. Accordingly, our reissuing of this opinion in full is merely the result of the vacation of our prior opinion, because the other arguments raised initially on appeal remain before us. But the only addressable substantive change to our previous analysis concerns the impact *Clam Lake Twp* has on this case. See *Rodriguez*, 204 Mich App at 514; *Int'l Bus Mach, Corp*, 316 Mich App at 350. Thus, although phrased differently, the substance of our analysis on the other issues remains the same.

ITEM: 10.A

ADMINISTRATIVE REPORT



TO: HONORABLE COMMISSION MEMBERS
FROM: Derek N. Perry, City Manager
Marcia Strange, Director of Community Development
DATE: March 2, 2026
SUBJECT: PUBLIC HEARING - SPECIAL LAND USE #SLU25-001

Tonight we are holding a public hearing and seeking approval for Special Land Use #25-001 for two drive-throughs at 15885 West Michigan Avenue.

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 beyond what is on the site.

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.

RECOMMENDATION:

Approve Special Land Use #SLU25-001 for two drive-throughs at proposed restaurants at 15885 West Michigan Avenue.

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

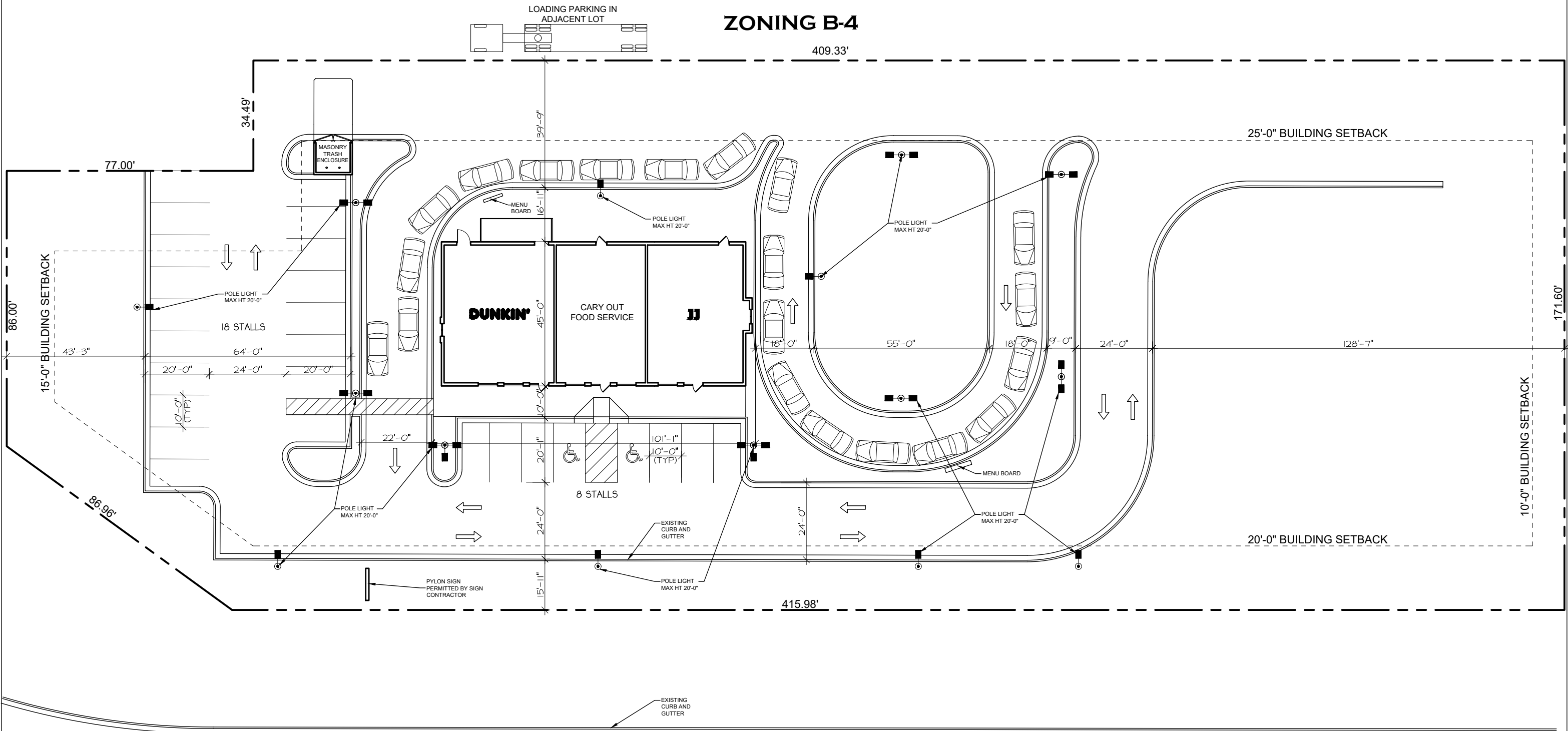
Owner's Signature *sanjeev khatau* Date 09/08/2025

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'

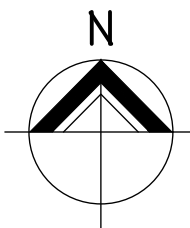


MICHIGAN AVENUE



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

Site Plan



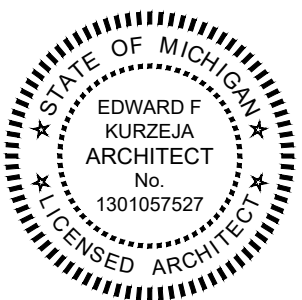
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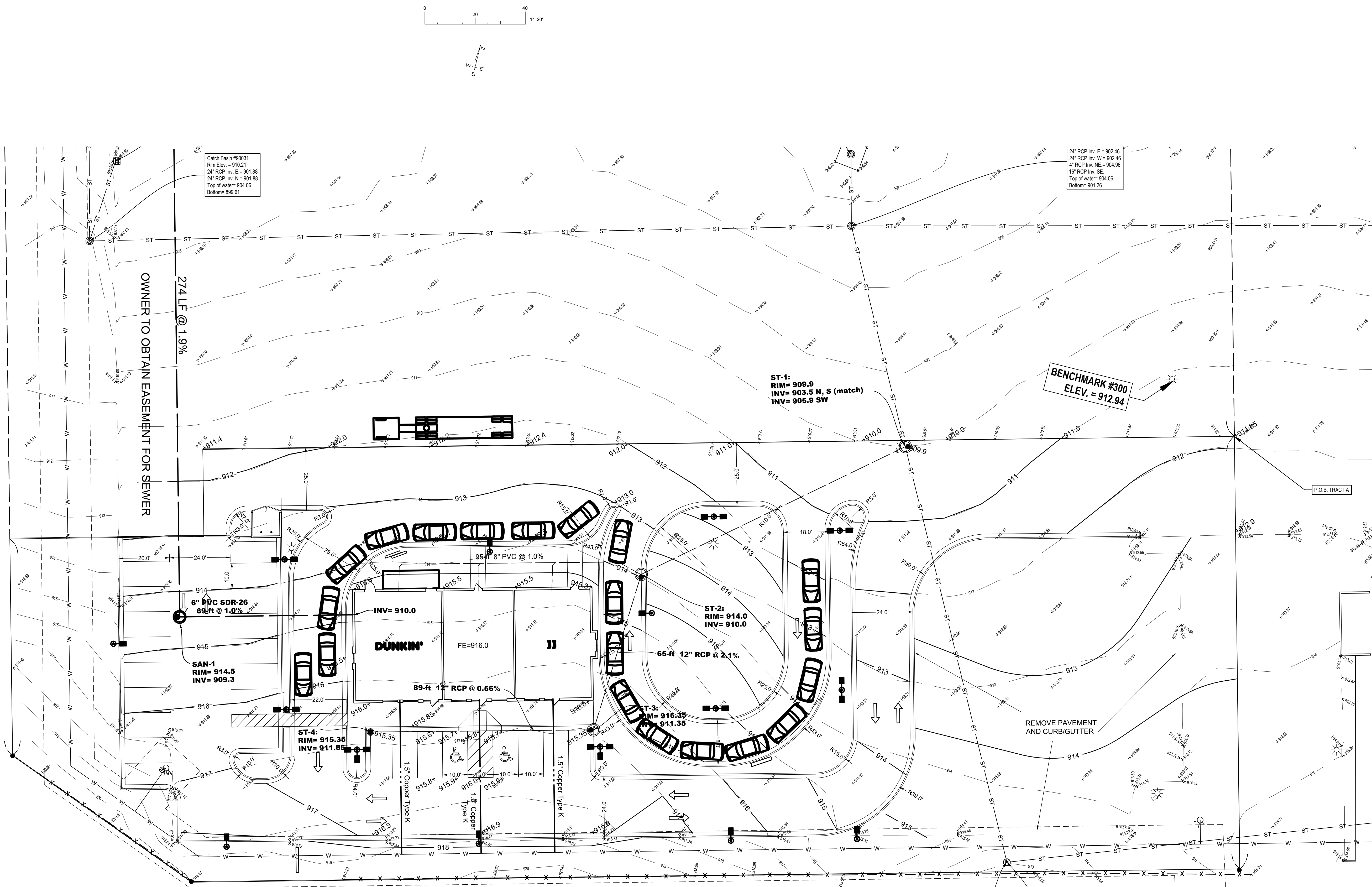
DD & JJ

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

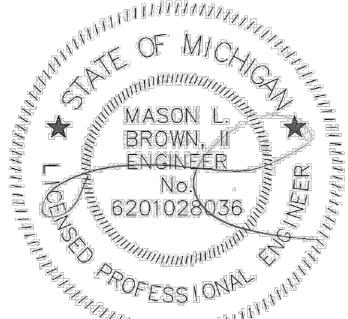
PROPERTY AREA = 79,003 sq-ft (1.81 acre)

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@mbaengineers.com

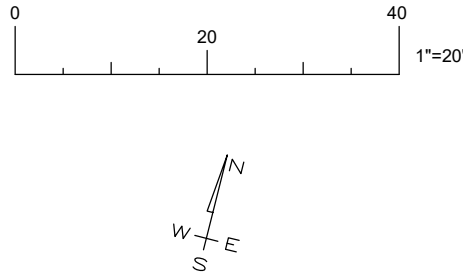
PROPOSED DUNKIN DONUTS & JIMMY JOHNS
PRELIMINARY ENGINEERING PLAN
MARSHALL, MI

DIYA HOLDINGS
219 CLAREMONT DR
NAPERVILLE, IL 60540

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DATE:
08-08-2025
JOB NO.
25-029
SHEET

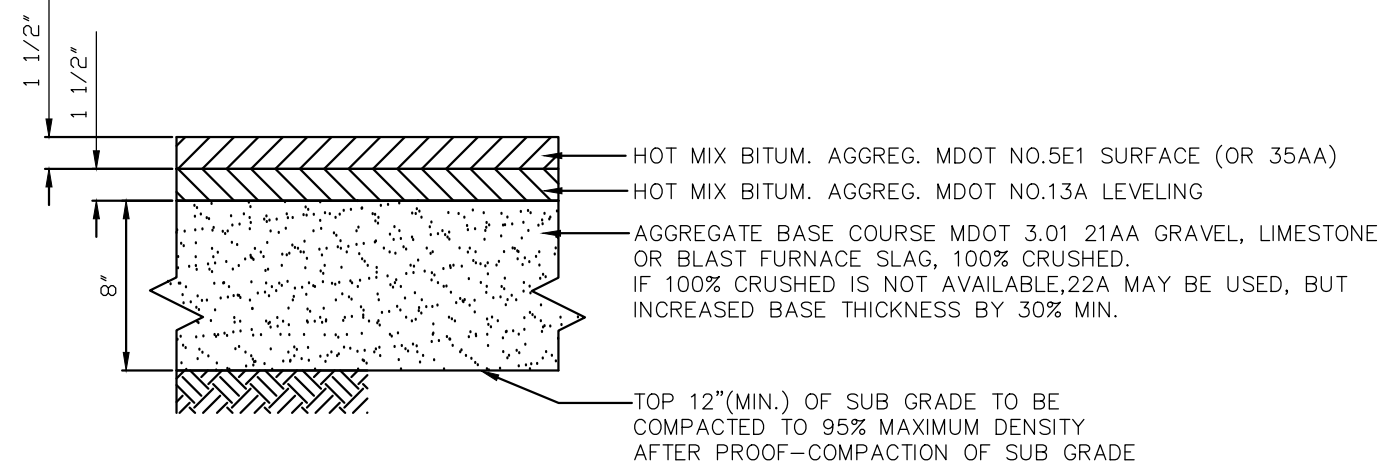
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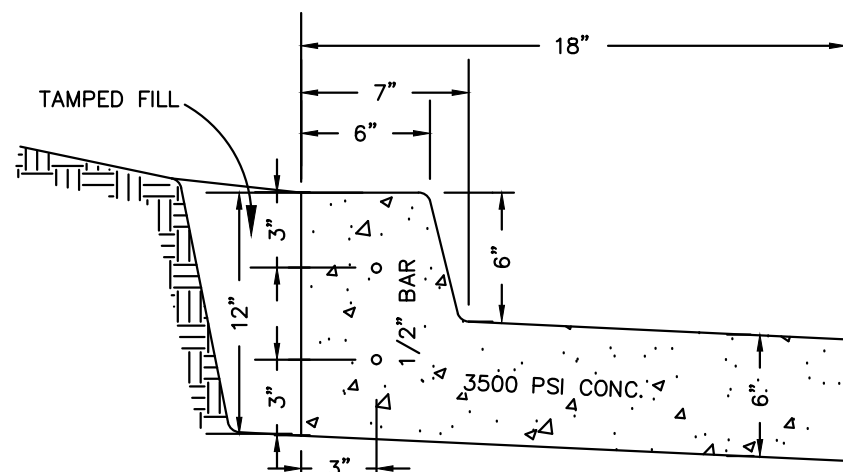
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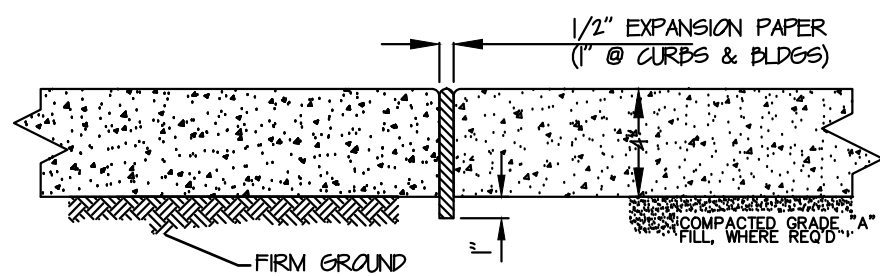
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JOB NO.			25-029					
SHEET			3					



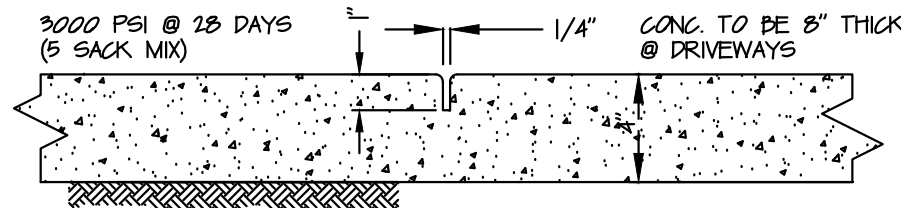
ASPHALT PAVING DETAIL



SPILL - OUT CURB & GUTTER



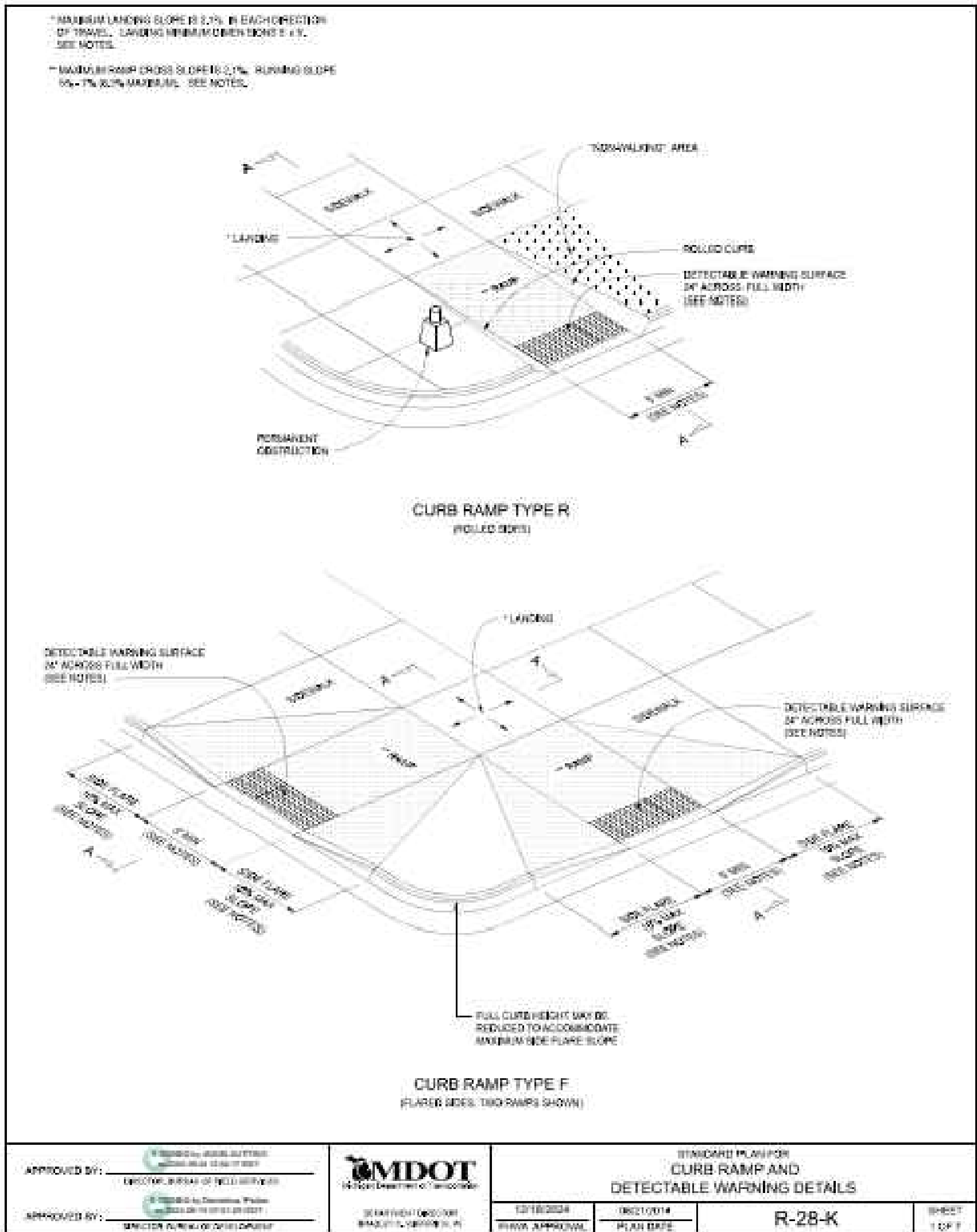
EXPANSION JOINT
SPACE @ 25 TO 50 (MAX)



CONTRACTION JOINT
SPACE @ 5 TO 7 (MAX)

SIDEWALK

DETAIL



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@mbaassoc.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	
23-029.DWG	FIELD CK: 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.

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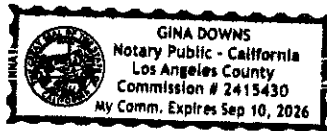
IN WITNESS WHEREOF, Grantor has caused this Deed to be executed as of this 6th day of August, 2025.

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
 Grayslake, Illinois 60030
 Phone 847-336-6600
 Fax 847-336-6601

Front Elevation

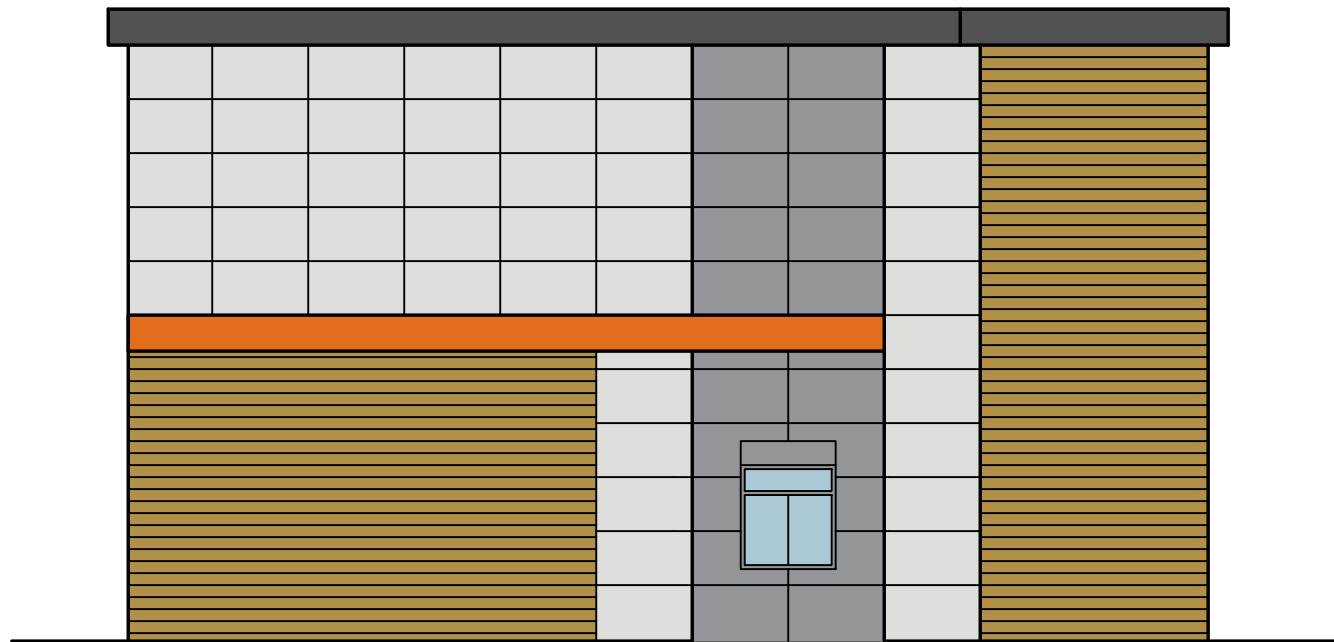


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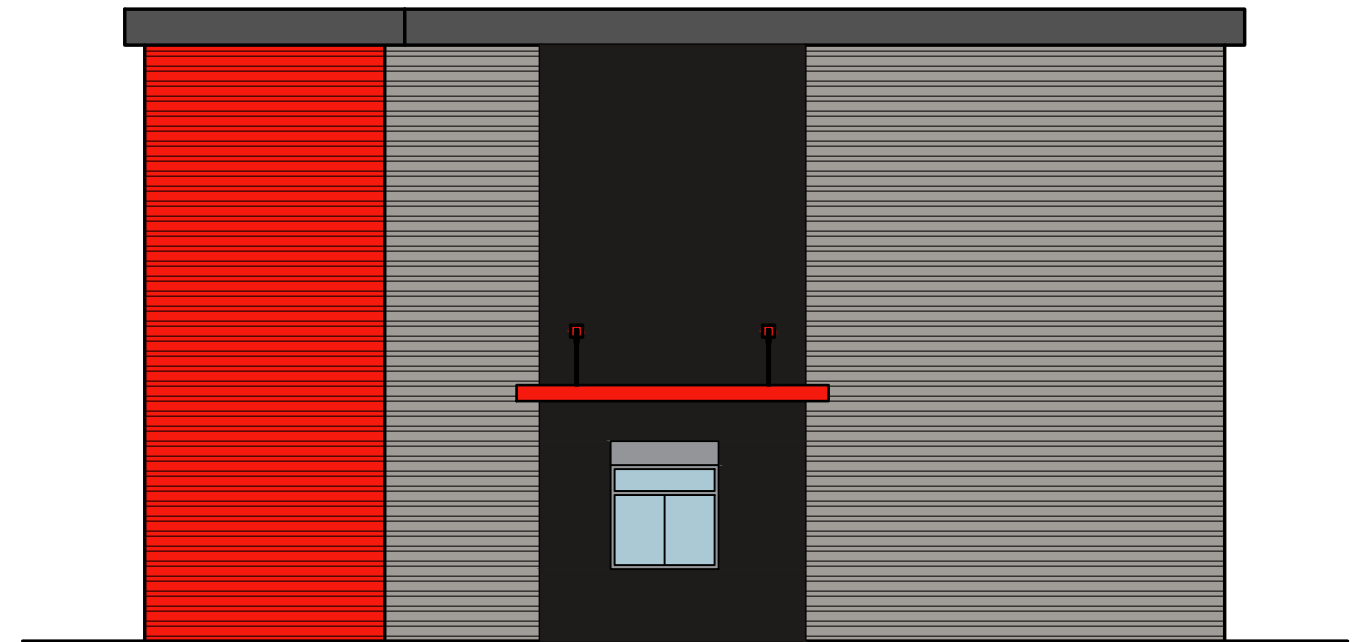
DD & JJ

MARSHALL, MICHIGAN

8-27-2025
 Archamerica Job No. 25048



Dunkin' Side Elevation



Jimmy John's Side Elevation

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



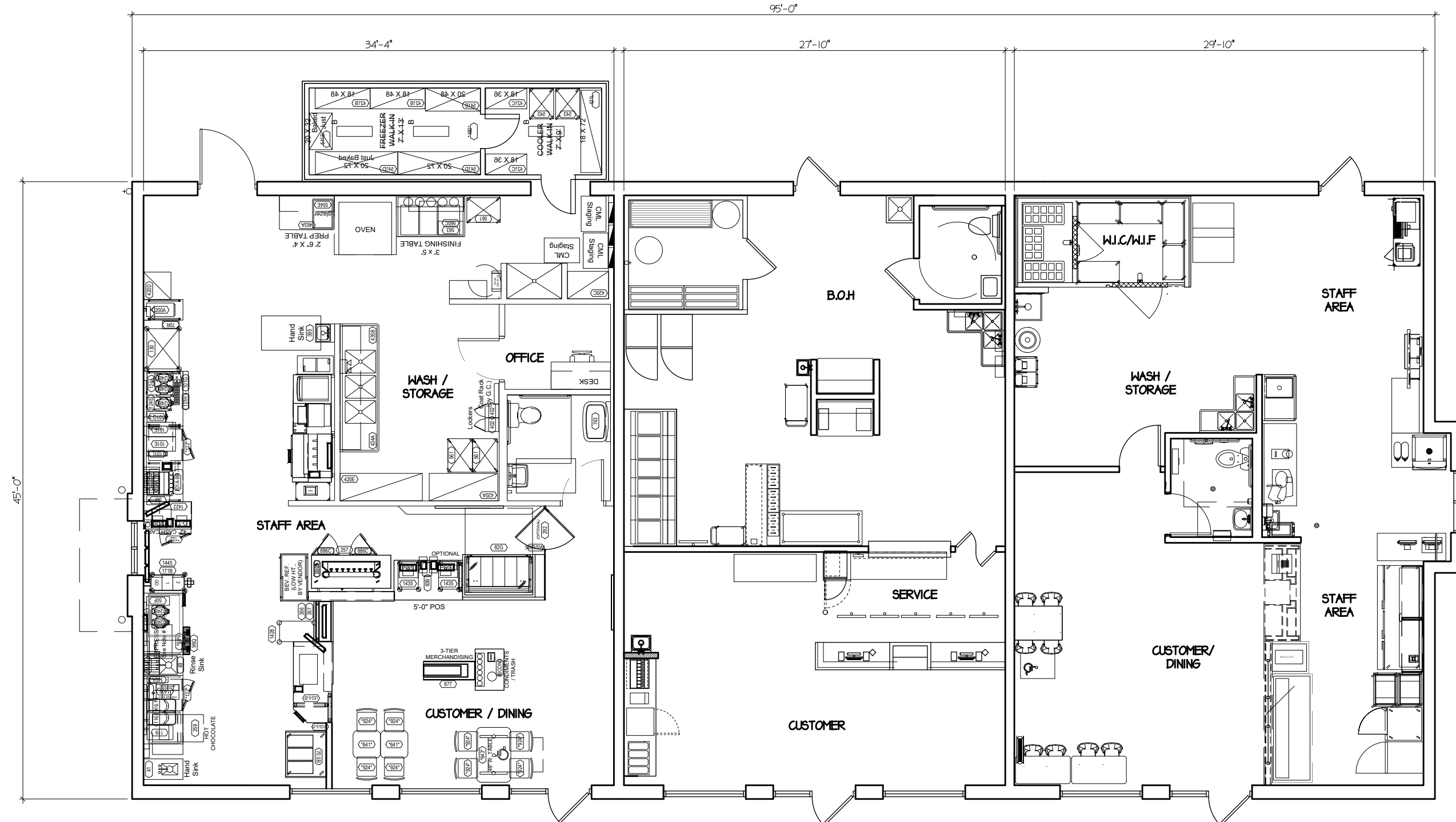
PROPOSED NEW CONSTRUCTION FOR

DD & JJ

MARSHALL, MICHIGAN

8-27-2025

Archamerica Job No. 25048



Dunkin Donuts

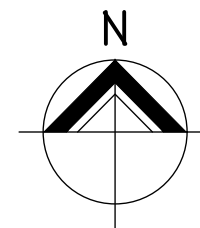
Carry-Out

Jimmy Johns



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

Proposed Plans



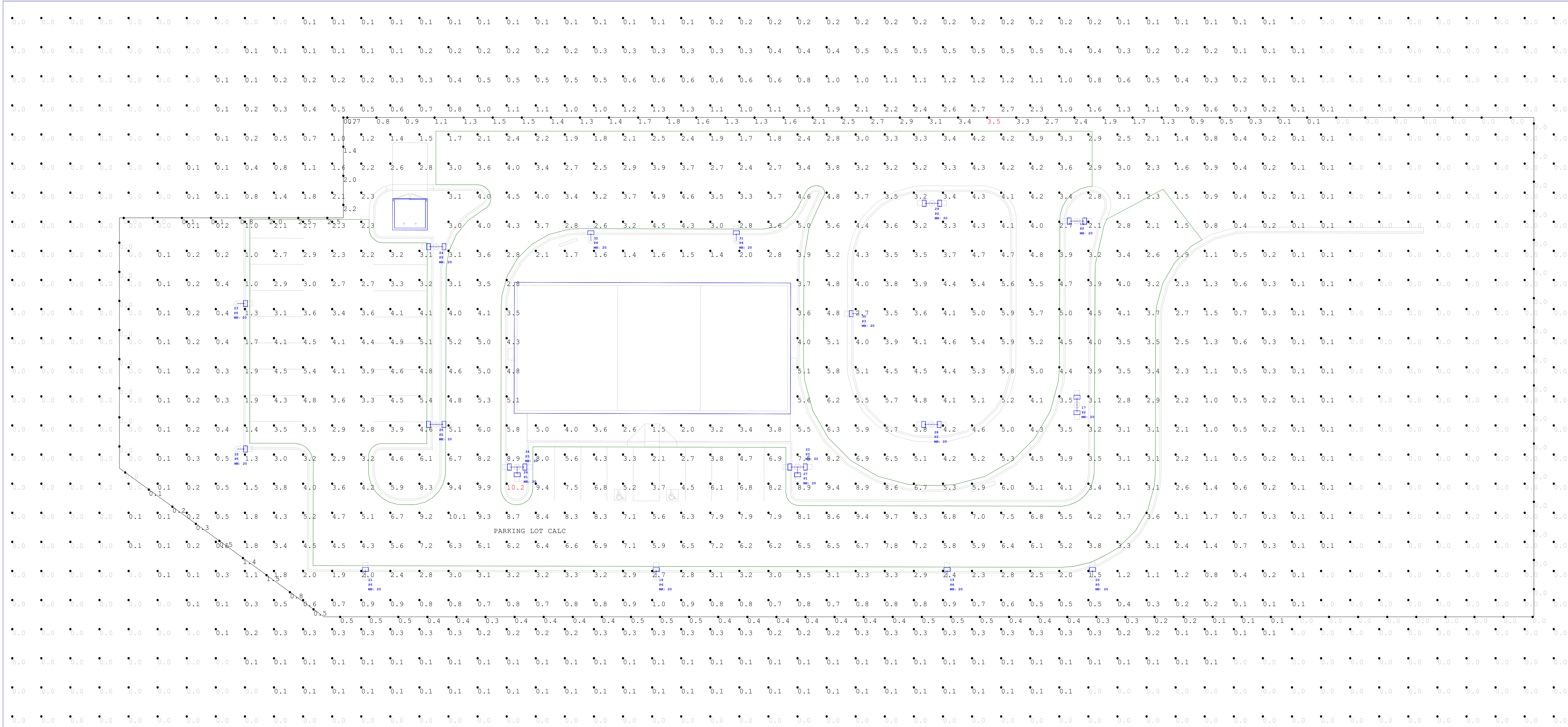
PROPOSED NEW CONSTRUCTION FOR

DD & JJ

MARSHALL, MICHIGAN

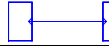
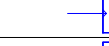
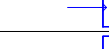
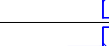
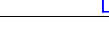
8-8-2025

Archamerica Job No. 25048



Not to Scale

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

PARKING LOT DESIGN GUIDE	MAINTAINED HORIZONTAL		MAINTAINED VERTICAL		MAXIMUM	
	APPLICATION AND TASK	AVERAGE (FC)	RANGE (FC)	AVERAGE (FC)	RANGE (FC)	AVG:MIN
PARKING (UNCOVERED) ZONE 3 (URBAN)	1.5	0.75 - 3	0.8	0.4 - 1.6	4:1	15:1
PARKING (UNCOVERED) ZONE 2 (SUBURBAN)	1	0.5 - 2	0.6	0.3 - 1.2	4:1	15:1
SAFETY (BUILDING EXTERIOR)	1	0.5 - 2	-	-	FOR SECURITY ISSUES, RAISE AVG. TO 3	
SIMPLIFIED RECOMMENDATIONS BASED ON IES "THE LIGHTING HANDBOOK" 10TH EDITION AND IES RP-20-14. INDIVIDUAL APPLICATIONS WILL DETERMINE SPECIFIC RECOMMENDATIONS. PLEASE REFER TO THE MOST RECENT HANDBOOK FOR A MORE DETAILED EVALUATION AND ADDITIONAL APPLICATIONS. THESE RECOMMENDATIONS DO NOT SUPERCEDE ANY APPLICABLE CODES.						



PROJECT NAME:
15861 W Michigan Ave, Marshall MI

CLIENT NAME:
ARCHAMERICA, Inc.

DRAWN BY:
Jose Saucedo
jose.saucedo@pg-enlighten.com
847.956.1276

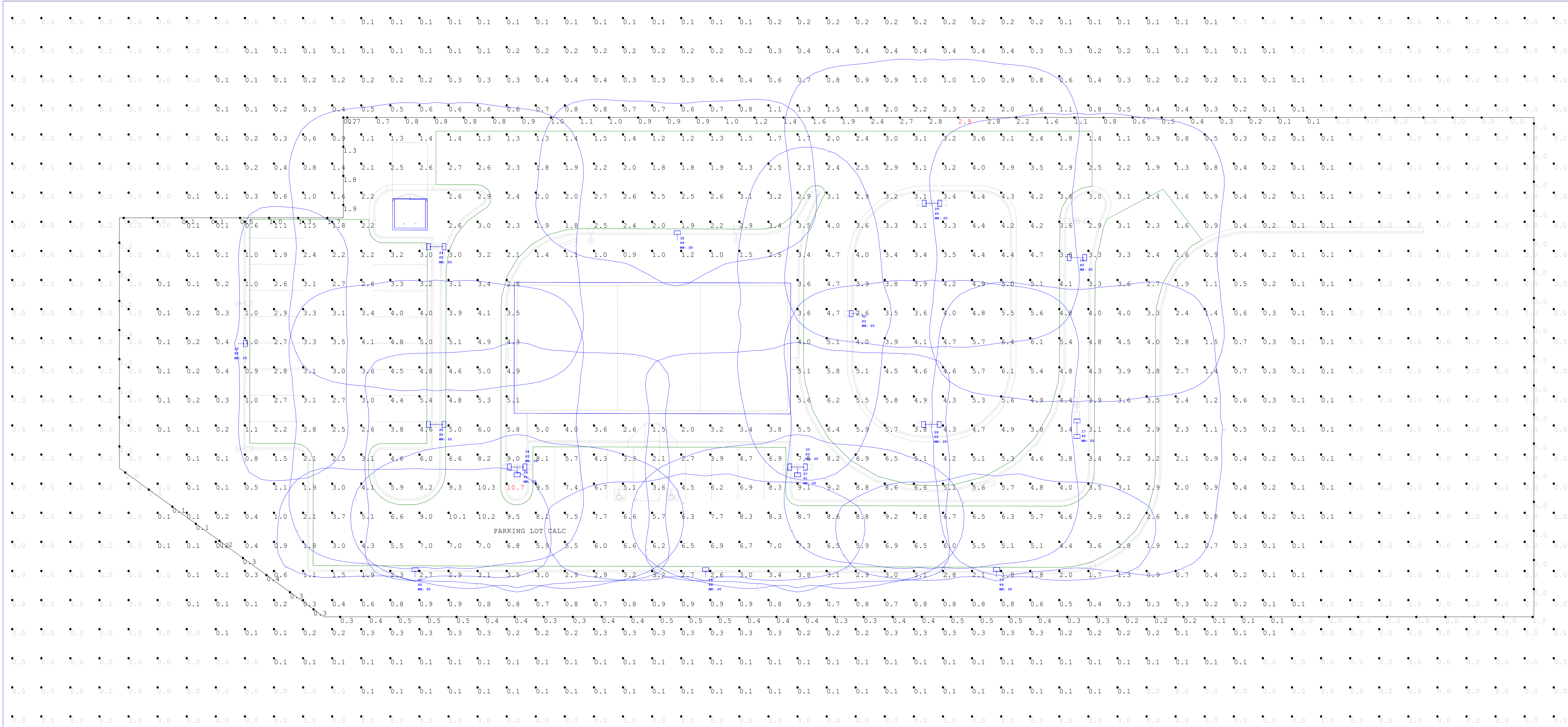
PG CONTACT:
Dan Ardelean
dan.ardelean@pg-enlighten.com
630.816.9420

1

2

3

REVISIONS



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
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	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

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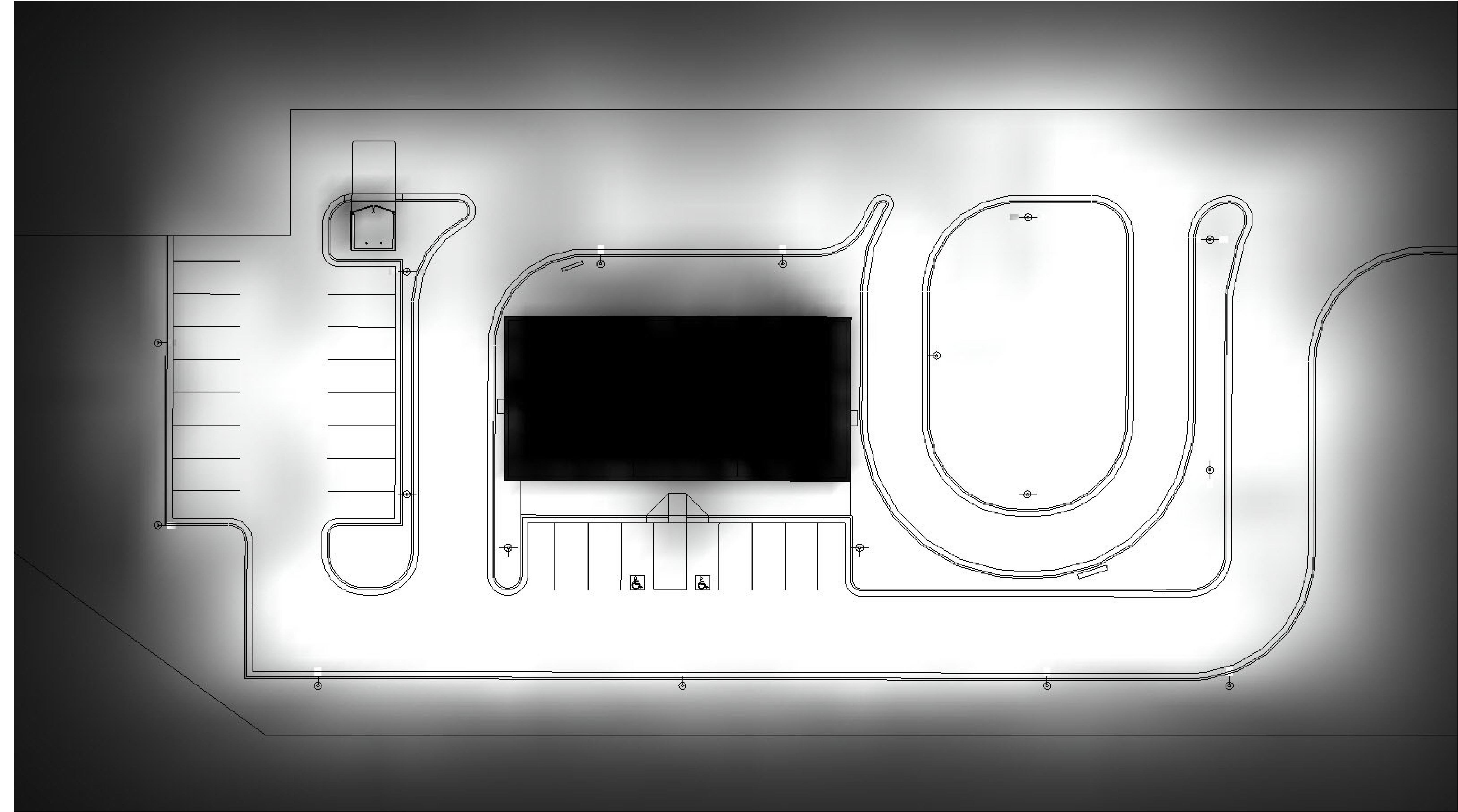


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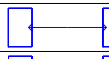
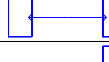
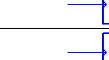
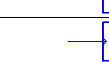
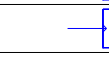
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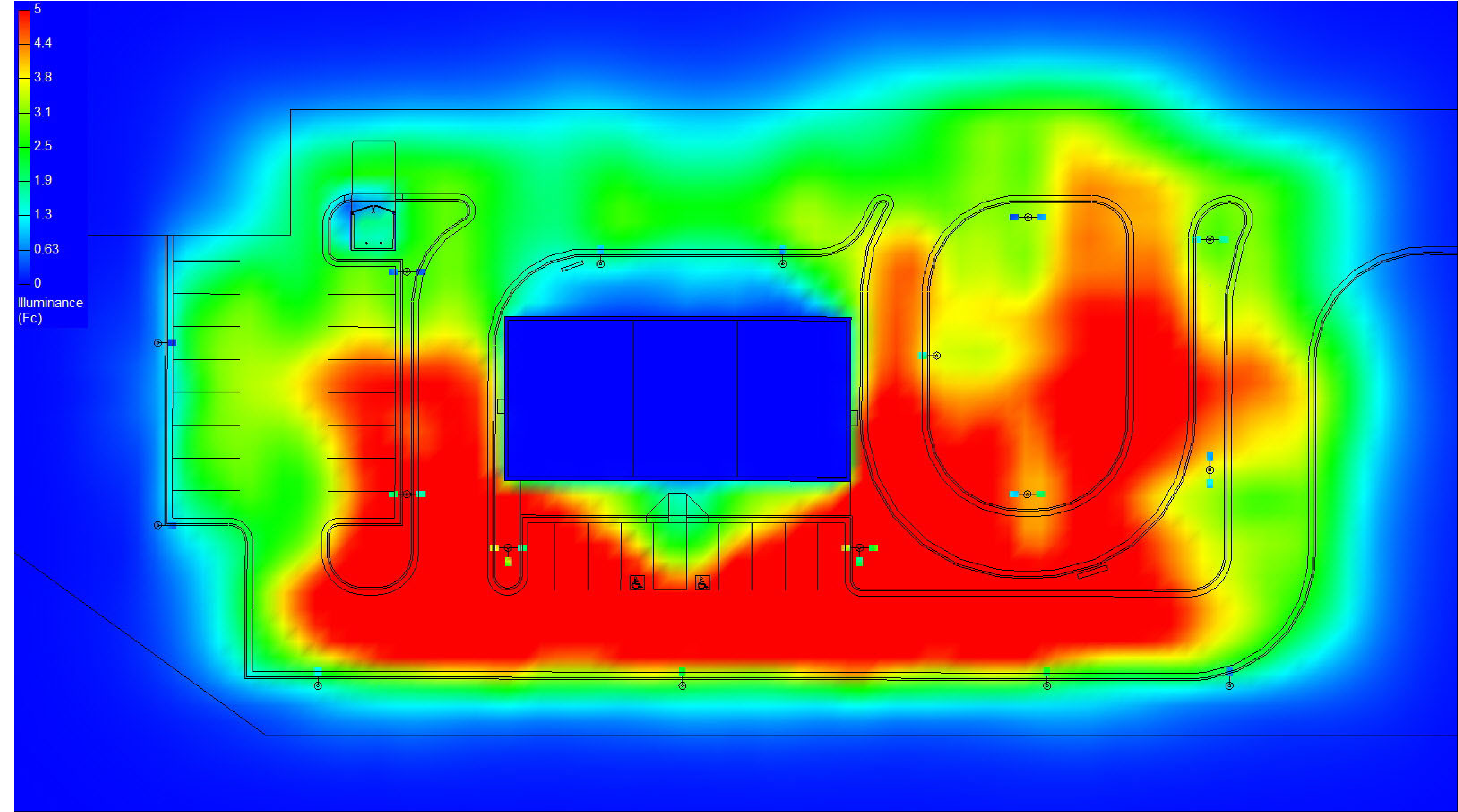
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Calculation Summary							
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FULL AREA CALC	Illuminance	Fc	1.40	10.7	0.0	N.A.	N.A.
PROPERTY LINE	Illuminance	Fc	0.50	2.9	0.0	N.A.	N.A.
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1
2
3
REVISIONS

M-96



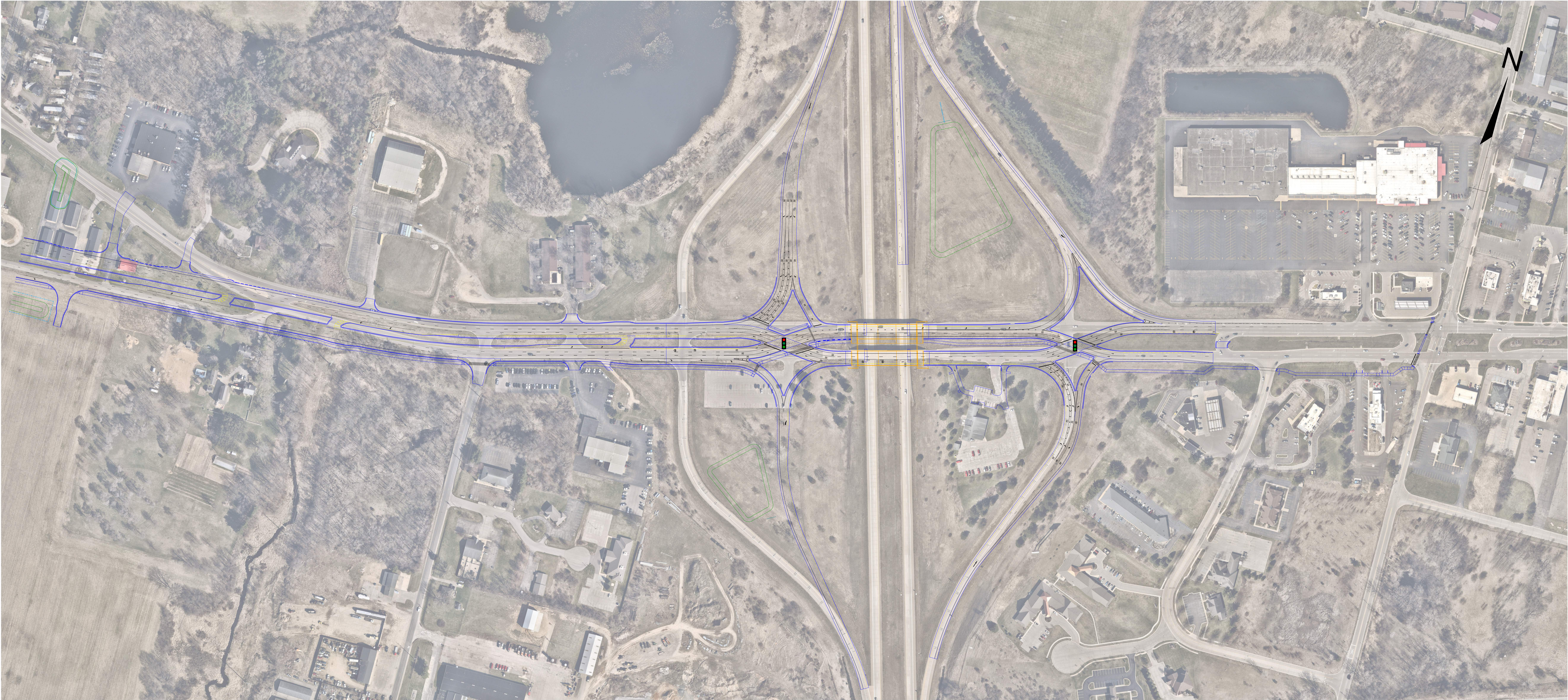
M-96



I-69

WEST DR

M-96



M-96

15 MILE RD

I-69

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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58170993.7

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.

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

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

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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58170993.7

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: _____

Print Name: _____

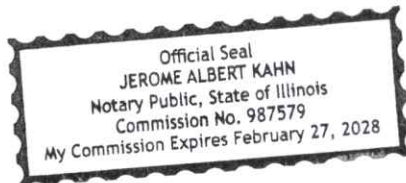
Its: _____

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.



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 MARKS 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'

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
- CONVERT
- EXIST. DOWNSPOUT
- EXIST. SANITARY SEWER
- EXIST. CLEANOUT
- SIGN
- MAILBOX
- TELEPHONE MOUNT
- 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

chadha+associates
architecture + interiors + design



150 NORTH KENNEDY PLAZA, SUITE 2000
CHICAGO, ILLINOIS 60606
312.894.7021

RILEY
Financial
150 NORTH KENNEDY PLAZA, SUITE 2000
CHICAGO, ILLINOIS 60606
312.894.7021

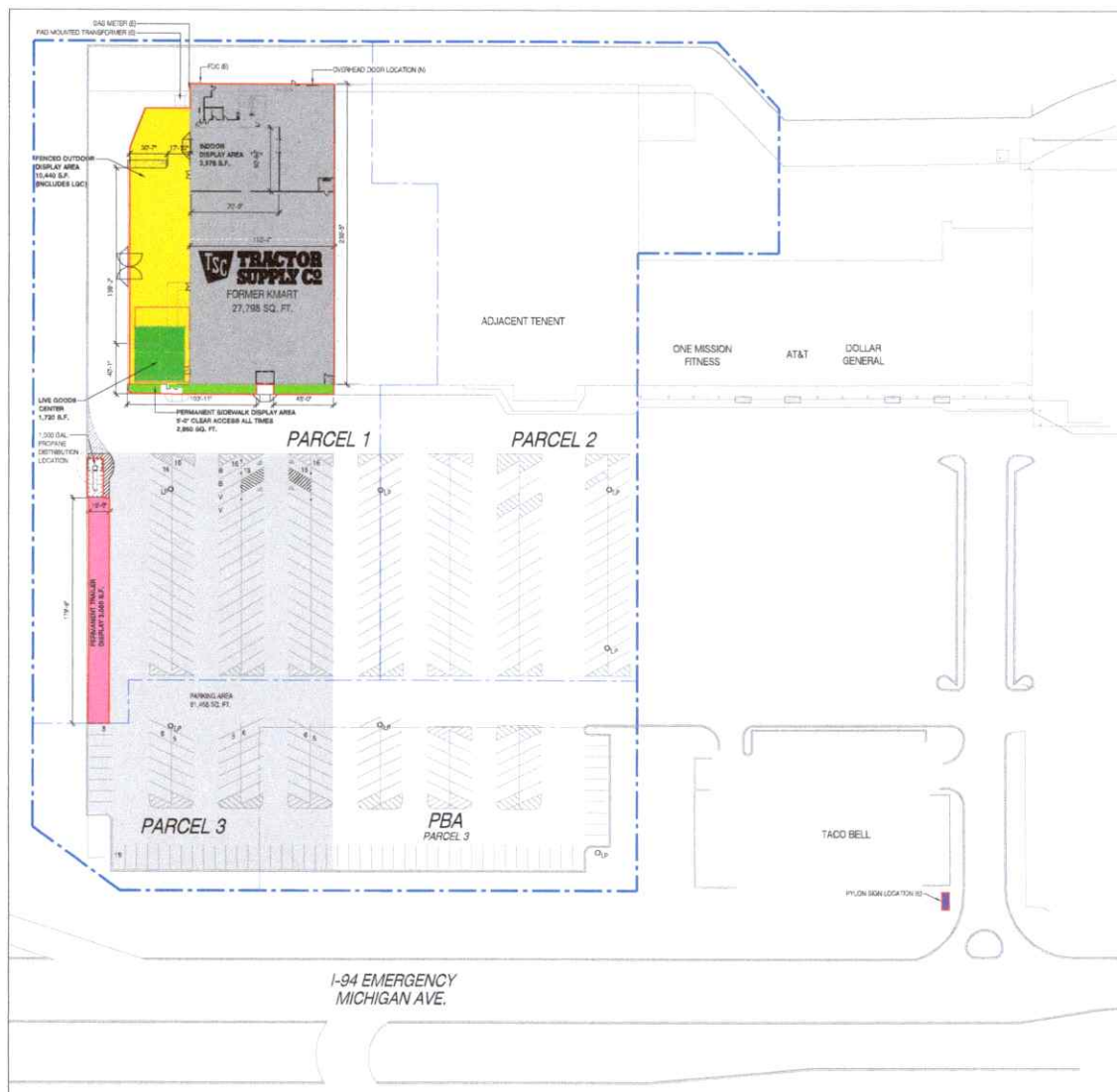
SITE SEPARATION DOCUMENT
MARSHALL PLAZA
15861 MICHIGAN AVE
MARSHALL, MI 49068

NO.	DESCRIPTION	DATE
1	DOCUMENT REVISION	10/10/2024
2	DOCUMENT REVISION	10/11/2024
3	DOCUMENT REVISION	10/20/2024
4	DOCUMENT REVISION	10/20/2024
5	DOCUMENT REVISION	10/20/2024
6	DOCUMENT REVISION	10/20/2024
7	DOCUMENT REVISION	10/20/2024
8	DOCUMENT REVISION	10/20/2024
9	DOCUMENT REVISION	10/20/2024
10	DOCUMENT REVISION	10/20/2024

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	= 3,576 SQ. FT.
OFFICE COREWALLS	= 2,814 SQ. FT.
TOTAL AREA	= 27,700 SQ. FT.

PARKING AREA	= 61,458 SQ. FT.
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TRACTOR SUPPLY COMPANY

MARSHALL,
MICHIGAN

Contractor Supply Company shall not be responsible for the payment of any taxes, performance or material supplied by the Contractor or any of its subcontractors, sub-contractors, or suppliers arising by through or under any of them which is not withheld or writing and signed by one of the following:

Contracting Company Name _____
Contracting Company Address _____
Head Office, Director of Construction, or a Construction Project Manager, the Contractor, the Contractor's General Agent, or member of the Contractor's Supply Company shall not be liable, modify, change or alter the requirement that all bills of material, bills of lading, bills of exchange or change direction, shall be written and signed by the person(s) authorized in this provision. Any bills of material, bills of lading, bills of exchange, or change direction, signed by the Contractor, any of its sub-contractors, sub-subcontractors in this provision shall be it to use and not be liable for the Contractor and Supply Company shall not be obligated to reimburse or pay the Contractor or any subcontractor for any bills of material, bills of lading, bills of exchange, or change direction, signed by the Contractor, any of its sub-contractors, sub-subcontractors in this provision.

AI measurements and items portrayed in this sheet are deemed to be accurate by architect, however all bidding General Contractors should first verify the actual conditions. Any changes to the scope of work, and thus potential change orders, should be identified and communicated in your bid submitted to TIC.

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.

10. Number _____ 100

7/20/2016 10:00 AM

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

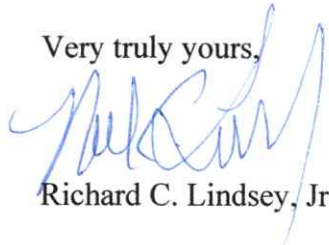
Dear Ms. Strange:

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.

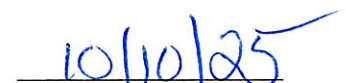
Loading and unloading area is on the adjacent parcel to the north. This will require deliveries to be unloaded on the opposite side of the drive-thru and carried across the drive-thru lanes to access the buildings. No pedestrian or other type of crosswalk was depicted or addressed.

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: 12.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Michelle Eubank, City Clerk
Marguerite Davenport, Director of Public Services
Joshua Lanker, Chief of Police
DATE: March 2, 2026
SUBJECT: SPECIAL EVENT APPLICATION - REDHAWK RAFFLE

The Marshall Athletic Boosters are looking to host the Redhawk Raffle as part of Sports Fest for the local schools on April 11, 2026. This new event will feature music and events on S Eagle St between Michigan Ave and the Alley.

The event is requesting the closure of South Eagle from Michigan Avenue to the south alley drive from 1400 to 2400. The event includes amplified music by a band. The services requested from the city include street closure barricades. The social district will remain in effect during this event. They have been told that any tents cannot be staked into the ground.

BUDGET IMPACT:

The Marshall Athletic Boosters are a non-profit and the event costs are not estimated to exceed the \$500 non-profit waiver. If costs exceed the waiver amount, the organizers will be billed at cost.

RECOMMENDATION:

Approve the Marshall Athletic Boosters Redhawk Raffle Special Event application for April 11, 2026.

CITY OF MARSHALL

SPECIAL EVENT POLICY

May 2022

In General

1. The City of Marshall, believing there is a benefit to the community in allowing and encouraging community-oriented special events that may make use of public rights-of-ways, parks, or other properties, may allow the use of such properties for special events under the terms of this policy.
2. Any Special Event making use of City-controlled public rights-of-ways, parks, or other properties, shall be approved in advance by the City Council. Typically, a Special Event involves significant potential inconvenience to nearby residents and properties, through traffic, activity, noise, light, altered traffic routes, or other potentially deleterious factors that are not normally present in the area.
3. The normal use of City facilities, such as playing baseball on a baseball field, renting a pavilion, etc., shall not be considered a Special Event under this policy.
4. Events in the Downtown Development Authority (DDA) district, as shown below, will be presented to the DDA board at their regularly scheduled meetings. The DDA will be asked to formally support the Special Event prior to the event approval going to City Council. The City believes support and coordination with downtown business is critical to the success of the downtown area. The DDA meets once a month so timing of the application should be adjusted accordingly to allow for both DDA and City Council approval.
5. The City of Marshall prohibits the use of paint or permanent markings on surfaces within the public right of way. Anchoring of tents with stakes is prohibited through concrete or asphalt surfaces on City property or within the public right of way. Anchoring of any structure must be completed with alternative methods.
6. The City of Marshall partners with the Michigan Department of Transportation (MDOT) to manage two state trunklines within City limits. Michigan Avenue is the BL-94 trunkline while South Kalamazoo Avenue and Industrial Road are M-227. The City maintains a close relationship with the local MDOT office regarding street closures on Michigan Avenue. If a closure of Michigan Avenue is requested the City will pursue the permit from MDOT and prepare necessary traffic plans. Permit approval is the ultimate decision of MDOT. Proper deployment and display of traffic control signs will be discussed with applicants at the planning meeting.
7. The City of Marshall puts effort into planning and coordinating events with event sponsors. We understand that unexpected cancellation of events can occur. We schedule required work activities in advance of events and will require 72-hour notice prior to the start of an event for cancellation and avoidance of special event fees. If cancellation is received within 72-hours of an events start time, the sponsors will be billed for all activities completed by the time of cancellation.
8. The City of Marshall is a supporter of special events. However, applicants should understand

special events require additional work for City staff. The City requires payment for special events tasks directly attributable to the event. The City requires 100% reimbursement from for-profit sponsoring organizations and waives the first \$500 in fees for non-profit sponsoring organizations.

Procedures

9. An applicant desiring to hold a special event requiring the use of City-controlled property shall submit a Special Event Application Form to the City Clerk's Office, describing the particulars of the request. All requested information must be provided. The application should be submitted 90 days before the event to ensure ample time for the required staff review, correction of any defects, and time for the request to be placed on a City Council agenda. The City Council may consider whether a late approval date would provide inadequate notice to affected residents, property owners, and business owners.
10. Relevant City staff members will review the application and recommend changes if appropriate. The applicant may amend the application to address these concerns. Before the application is submitted to City Council, relevant staff members will indicate whether they have concerns with the application in its current form.
11. Additional permits and fees may be required for services requested including right-of-way permit, electric drop, and hydrant connections.
12. City staff, prior to council approval, will determine the cost to the City for supporting the event. This cost will be conveyed to the event sponsoring and payment is expected prior to the event date.
13. The City Council will consider the application during an open meeting, and will approve, approve with conditions, or reject the application.

Applications may be rejected if, in the sole judgment of the City, granting the application would not be in the best interest of the public health, safety, or welfare, through causing parking congestion, excessive disruption of traffic, blocking access to other properties, or reducing access for emergency vehicles; or if the public health, safety or welfare was negatively affected by previous similar special events or special events sponsored by the applicant; or if the applicant has previously failed to live up to his or her responsibilities as sponsor of a special event; or if the applicant has supplied false information on the Special Event Application Form. The decision of the City Council is final.



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 Athletic Boosters Redhawk Raffel

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

Mailing/Billing Address: 201 W Michigan Ave

City/State/ZIP Code: Marshall MI 49068

Business Phone: _____ Cell Phone: _____

Email Address(es): marshallstagecoach@gmail.com

Event Information

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

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

1. Requested day(s), date(s), and time(s) of the Special Event: April 11th 2026

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

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

3. Please describe the event(s): This will be an outdoor event area for the Redhawk Raffle for the Marshall Athletic Boosters downtown pub crawl. Evening event 5:00 to 11:00. Band.

4. What is the requested location(s) of the event(s): 201 w michigan Ave and Eagle Street East of stagecoach.
Keep the Service Drive open like we have in the past next to shulars.

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

Start and End Locations: Eagle Street from Michigan Ave. to Service Drive. Service Drive still has access.

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? The day of SPorts Fest at the HS.
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____ No^X____
10. Does the applicant plan to include vending as part of this event?* Yes^X____ No____
11. Will this event include the use of signs? Yes^X____ No____
12. Will the event require the hanging of a banner? Yes____ No^X____
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____ No^X____
15. Does the applicant require other public services? Yes____ No^X____
- a. Barricades Yes^X____ No____
- b. Fencing Yes^X____ No____
- c. Street Sweeping Yes____ No^X____
- d. Mowing Yes____ No^X____
- e. Rubbish Containers Quantity: _____ Yes____ No^X____
- 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____ No^X____
16. Do you plan to utilize volunteers to help run the event? Yes____ No^X____
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____ No^X____
20. Will the event include loud or unusual sounds? Yes^X____ No____
- 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^X____ No____
21. What are the planned hours for loud or unusual sounds? _____
22. Will the event include unusual lighting beyond what is normal at that location? Yes____ No^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____ No^X____
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^X____ No____
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____

Questionnaire Explanations

6. **Is this event expected to occur again in a future calendar year?** You may ask to reserve a date for a future calendar year with this application. To reserve an event date for a future calendar year, please provide the normal annual event date. *Note:* Granting such a reservation does not constitute final approval of the event, but will reserve the same area as granted for the current year, until three months before the reserved date.
7. **An Event Map**—if your event will use streets or sidewalks or will use multiple locations, please attach one or more maps showing the locations requested. Please show any streets or parking lots that you are asking be blocked off or reserved for specific purposes, locations of specific events or objects (carnival rides, bleachers, medical care, exhibits, special parking, pick-up/drop-off areas, etc.), remote parking lots, the actual route of a parade or race, and similar information appropriate to clarify the exact request.
8. **Is your event located within the Downtown Development Authority?** The DDA will be asked to formally support the Special Event prior to the event approval going to City Council. The City believes support and coordination with downtown business is critical to the success of the downtown area. The DDA meets once a month so timing of the application should be adjusted accordingly to allow for both DDA and City Council approval.
- 9/10. **Does the applicant wish to have control of vending within the festival area?** In some instances, the applicant may be granted control of vending, the applicant is solely responsible for ensuring that all vendors are properly licensed with any appropriate agencies (Health Department). The City of Marshall Fire Department will hold vendors responsible for the National Fire Prevention Association's (NFPA) standards relating to general safety, fuel and power sources, clearances, and operational safety.
11. **Will this event include the use of signs?** If yes, please attach information on the size, content, and location of any requested signs; signs may be shown on the event map or on a separate map, if appropriate. Small directional signs that do not obstruct pedestrian or vehicular traffic may be placed in the event area, during the event, without being included in this application.
12. **Will the event require the hanging of a banner?** Event sponsors can purchase banners to be hung across North Kalamazoo Avenue or Michigan Avenue. The fee to hang a banner is \$400. The banner must be 3 or 4-foot by 20-foot in size for North Kalamazoo or 25 to 35-foot in length for Michigan Avenue. For proper hanging the banner must have grommets in each corner as well as along the top of the banner and wind slits throughout the banner. The city will supply the rope for hanging of the banner.
13. **Is the applicant requesting special parking arrangements—such as limiting parking areas to certain groups of users?** If yes, you must coordinate with the Police Chief.
14. **Is the applicant requiring utility connections, such as electric service or water?** If yes, you must coordinate with the Director of Public Services to review what utilities are available in the requested area, and provide a detailed map showing the utilities requested. Requests for electricity will require an *Electric Drop* form to be completed and submitted with the application.
15. **Does the applicant have any other requests for public services, such as street sweeping, mowing, rubbish containers or removal, placement or removal of picnic tables or other fixtures, or cessation of lawn sprinkling?** If yes, you must coordinate with the Director of Public Services to determine if assistance from Public Services is appropriate and available, and provide a description of the services Public Services has indicated it could provide. The applicant will be charged for these services. Any
16. **Do you plan to utilize volunteers to help run the event?** Depending on the scope of the event, volunteers can help reduce the cost of special events for the applicant. The City has limited staff to help with special events and encourages organizers to utilize volunteers as much as possible.
17. **Is your event located at Stuarts Landing Band Shell or Ketchum Park's Cronin Millrace Pavilion?** These two facilities are available for rent. A separate *Park Rental Agreement* for park facilities is required as part of the special event application.

- 18. Does the applicant have any special security or safety concerns? Is the applicant requesting assistance from the Police Department in addressing these concerns?** If yes, you must contact the Chief of Police to determine what assistance from the Police Department is appropriate and available, and provide a description of the services the Police Department has indicated it could provide. The applicant will be charged for these services.
- 19. Is the applicant requesting assistance from the Police or Fire Departments in addressing these concerns?**
If yes, you must contact both the Police and Fire Chief to determine what assistance from the Departments is appropriate and available, and provide a description of the services the Departments have indicated they could provide. The applicant will be charged for these services.
- 20. Will the event include loud or unusual sounds, such as a musicians, singers, amplified announcers, carnival rides, motor vehicle noises beyond those regularly present in the location, etc.?**
If yes, you must please attach information indicating all of these on this application.
- 20. Will the event include unusual lighting beyond that regularly present in the location that could have an impact upon occupants of neighboring properties?**
If yes, you must please attach information indicating all of the types of lighting, the location, the beginning and end times, and whether the lighting is constant or intermittent during those times.
- 21. Are alcoholic beverages proposed to be served as part of the event?**
If yes, you must advise the Police Department of your intention to serve alcoholic beverages. Approval of the special event does not constitute final approval of service of alcoholic beverages; any necessary approval of a liquor license is a separate process.
- 25. Please attach a separate sheet detailing any aspects of the event that are not specifically addressed in this form but of which the City Council should be aware to make a fully informed decision with regard to approval of the proposed event.**
- 26. The applicant is required to provide \$1,000,000 of liability insurance coverage with respect to the event. A Certificate of Insurance, with the City listed as an additional named insured, must be provided to the City Clerk's Office at least one calendar month before the event. Is the insurance certificate attached?**

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

Continue to next page...

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 h. JohnsonDate: 9-5-25

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

ITEM: 12.B

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marcia Strange, Director of Community Development
DATE: March 2, 2026
SUBJECT: **LETTER OF INTENT - CDBG APPLICATION FOR HOUSING REPAIR GRANT PROGRAM**

We were not successful in our previous application for the CDBG Housing Repair Grant Program and are again presenting the following grant opportunity and requesting approval to submit our Letter of Intent for the MSHDA MI Neighborhood Community Development Block Grant. A draft of the form has been provided for review. We will submit online if approval is granted.

We are applying for funds for Homeowner Rehabilitation: Home repairs and improvements to homes occupied by low and moderate-income homeowners to address health, safety and energy efficiency issues.

Our local program will align with MSHDA goals for our region (J):

HOUSING STOCK

Rehabilitation and Preservation Goal 4.4: Increase the rehabilitation and/or preservation of housing stock.

Strategy 4.4.D Increase access to **grants to address the cost of home repairs.**

OLDER ADULT HOUSING

Goal 5.2: Promote the ability of older adults to age in a place of their choice.

Strategy: Expand local zoning to allow for accessory dwelling units (ADU). **Increase access to home repairs, weatherization and barrier free services to allow seniors to age in place.**

This program also aligns with our Master Plan goals:

Goal H1B: **Protect and enhance the historic integrity of Marshall; Explore solutions to protect historic buildings and offer educational and other resources to homeowners.**

(State Historic Preservation Office approval of Historic Home projects scope is required per HUD)

Goal S1C: **Incentivize the development of ADA accessible homes to allow residents to age in place or live with multiple generations.**

(Repair of entrance stairs, front porches, or addition of site-sensitive ADA ramps are being considered for inclusion as allowable scope)

There has been significant local interest in this program following our initial proposal of this grant opportunity. However, Marshall was turned down from our initial application and we were given some feedback which we are incorporating into the proposed program. A significant change we anticipate helping to get us to approval is a reduction in required match for the applicant from 50% to 0% for a possible total of \$40,000 per home for qualifying expenses.

We will be reviewing changes to the program with the MSHDA staff during a consultation following the submittal of our LOI and will return to Council with the proposed application and a request for a public hearing on the submittal of that application to MSHDA.

Qualifying income limits are set by HUD and are currently set at:

	CDBG INCOME LIMITS 80% AMI - EFF 6/1/25							
COUNT Y	1 PERSO N	2 PERSO N	3 PERSO N	4 PERSO N	5 PERSO N	6 PERSO N	7 PERSO N	8 PERSO N
Calhoun	\$45,850	\$52,400	\$58,950	\$65,500	\$70,750	\$76,000	\$81,250	\$86,500

TIMELINE PROVIDED BY MSHDA

3/4/26 - Deadline for submission of LOI. Submissions must be received by 11:59:59 PM EDT.

Through 3/31/26 - Consultations are conducted with local government participants.

4/16/26 - Designation Memos are issued to selected participants, contingent upon completing a formal application and meeting CDBG compliance steps, including public participation.

4 months from issue - Designation expiration date. This is the final day for application submissions from participants with a funding reservation.

With your support, we are eager to move forward with this opportunity for our community by submitting a Letter of Intent online.

BUDGET IMPACT:

There is no budget impact to submitting the Letter of Intent. If the grant is later approved, we would receive \$400,000 for distribution for home renovations and an additional 18% to cover administrative costs.

RECOMMENDATION:

Approve the submission of the Letter of Intent to the Michigan State Housing Development Authority.



MI Neighborhood CDBG: Letter of Intent Form

This Letter of Intent form is only for non-entitlement units of general local government (UGLGs). Use the [CDBG Map \(https://www.michigan.gov/mshda/neighborhoods/community-development-block-grant\)](https://www.michigan.gov/mshda/neighborhoods/community-development-block-grant) to check your eligibility. To be considered for funding, please print and mail your LOI submission and Letter of Support signed by the Highest Elected Official (or Board Chair, for Land Banks) to the attention of MSHDA NDD, 735 E. Michigan Ave, Lansing, Michigan 48912, and must be sent by overnight mail only. All submissions need to be date stamped/submitted prior to 11:59 pm on **March 4, 2026**.

Your submission will be reviewed for completeness, and a consultation will be arranged with the UGLG to assess the project's viability. If your project is deemed viable, you will receive a funding reservation and have up to 120 days to refine your proposal, complete the public participation process and submit a MI Neighborhood CDBG application based on MSHDA invitation only.

If you have any program questions or encounter any technical difficulties in completing/submitting the Letter of Intent, please email mshda-cdbg@michigan.gov.

* Required

1. Agency Name * CITY OF MARSHALL
2. Street Address: 323 W MICHIGAN AVE
3. City, County, State: MARSHALL, MI 49068
4. Zip Code: 49068
5. Primary Contact Name * DEREK PERRY
6. Primary Contact Phone Number * 269-781-5183
7. Primary Contact Email address * dperry@cityofmarshall.com
8. Secondary Contact Name MARCIA STRANGE
9. Secondary Contact Phone Number 269-558-0354
10. Secondary Contact Email Address mstrange@cityofmarshall.com

14. What region is your project located in? (Select all that applies) *

- | | | | | |
|----------------------------|----------------------------|----------------------------|---------------------------------------|----------------------------|
| ☐ A | ☐ D | ☐ G | ☒ J | ☐ M |
| ☐ B | ☐ E | ☐ H | ☐ K | ☐ N |
| ☐ C | ☐ F | ☐ I | ☐ L | ☐ O |

- [MI Neighborhood Region and CDBG Eligibility Map](#)

15. Identify the project name and site address (if known) or the boundaries of your service area. *

CITY OF MARSHALL - BOUNDARY OF CITY LIMITS

16. Describe your project idea and how it positively impacts your region. *

PROVIDE UP TO \$40,000 TO LOW AND MODERATE INCOME HOMEOWNERS FOR BUILDING ENVELOPE MAINTENANCE, HEATING & COOLING UNITS, WATER HEATERS OR ELECTRIC PANELS, FRONT PORCH OR ENTRANCE WORK TO PROVIDE SAFE ACCESS.

REGION J GOAL 5.2 IS TO PROMOTE THE ABILITY OF OLDER ADULTS TO AGE IN A PLACE OF THEIR CHOICE. OUR GOALS FOR THIS PROJECT DIRECTLY ALIGN WITH INCREASED ACCESS TO HOME REPAIRS, WEATHERIZATION AND BARRIER FREE SERVICES.

REGION J GOAL 4.4 IS TO INCREASE THE PRESERVATION AND/OR REHABILITATION OF HOUSING STOCK WITH ACCESS TO THIS GRANT. THIS ALSO TIES DIRECTLY TO OUR CITY OF MARSHALL MASTER PLAN GOALS.

17. How will you carry out the grant activities? Include the number of expected units. *

WE ANTICIPATE UP TO 10 UNITS / RESIDENCES TO BE IMPACTED THROUGH THIS GRANT. WE HAVE A SHORT LIST OF RESIDENTS WITH PROJECTS READY, BUT WILL ACCEPT APPLICATIONS THROUGH OUR ZONING ADMINISTRATOR FOR COMPLETENESS, ALIGNMENT WITH PROGRAM GOALS, AND ZONING AND BUILDING REVIEWS. WE WILL PROVIDE A LIST OF AVAILABLE CONTRACTORS, BUT THE OWNER IS RESPONSIBLE FOR SEEKING 3 BIDS AND OUR ADMINISTRATOR WILL HELP REVIEW BIDS AS NEEDED TO CONFIRM GRANT REQUIREMENTS ARE MET. ENVIRONMENTAL ASSESSMENT MUST BE COMPLETED (COORDINATED BY GENERAL CONTRACTOR) PRIOR TO FINALIZED SCOPE IS SUBMITTED FOR APPROVAL BY ADMIN. PERMITS WILL BE PULLED BY CONTRACTOR AND INSPECTIONS WILL HAPPEN THROUGH BOTH THE ADMIN AND BUILDING DEPT. INSPECTORS. PAY APPS WILL BE RECEIVED BY ADMIN AND PAID BY FINANCE DEPARTMENT ONCE CDBG FUNDS ARE RECEIVED. MONITORING, FILING + REPORTING + CLOSEOUT ALL BY ADMIN + BLDG DEPT. HOMEOWNERS WILL BE OFFERED HOTEL ROOMS, IF NEEDED, THROUGH SHARED SERVICES PROGRAMS OR WILL BE SUPPORTED BY BUILDING DEPARTMENT FUNDS. ON AN AS-NEEDED BASIS ONLY.

18. What is the estimated total cost of the Project?

\$400,000 FOR PROJECT WORK ASSOCIATED WITH HOMEOWNER REHABILITATION. PLUS ADMINISTRATIVE COSTS. (18% OF 400,000 = \$72,000)
(\$40,000 PER UNIT X 10 UNITS = \$400,000)

Notes for estimating total project cost:

- The minimum grant request is \$100,000, and the maximum is \$1.5 million.
- No leverage is required for the first \$400,000 requested. However, projects providing a one for one leverage for every dollar requested beyond \$400,000 are preferred.
- Per-unit funding limits are as follows:
 - \$100,000 for new assisted unit creation
 - \$40,000 for rehabilitation
 - Infrastructure awards are capped at \$75,000 per unit created.

19. What is estimated total request of CDBG funds? *

\$1400,000 (PROJECTS) + \$72,000 (ADMIN) = \$1472,000

20. Submitted by *

21. Title *

ITEM: 12.C

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marcia Strange, Director of Community Development
Justin Miller, Parks and Recreation Superintendent
DATE: March 2, 2026
SUBJECT: SET PUBLIC HEARING - MDNR TRUST FUND GRANT

For 50 years, the Michigan Natural Resources Trust Fund has granted nearly \$1.4 billion to state and local units of government, across 3,000-plus allocations, to expand recreation opportunities for Michigan residents and visitors. We were successful in securing a Trust Fund Grant for the Riverwalk in 2026, and we are seeking another for 2027 for Ketchum Park.

The bathrooms in North Ketchum Park have been unusable for quite some time. Plumbing damage makes the cost of repair prohibitive without a larger project. The wood pavilion in North Ketchum Park has reached the end of its usable life and will be removed. The playground in North Ketchum Park is also slated for replacement in the same timeframe as this work would be completed, and due to its proximity and some grading concerns a coordinated approach is desired. The CIP includes replacement of these structures. We are asking to apply for a Trust Fund Grant for construction costs and have engaged with TowerPinkster who is currently working to prepare necessary documentation for submittal.

The timeline for application is tight, and final numbers for the Trust Fund request will be defined prior to the Public Hearing and packaged for submission on April 1, 2026. The CIP has the restroom/shelter building planned for a cost just under \$312,000 and the playground allocation of \$75,000 for a project total of \$386,000. We will be requesting a Trust Fund grant amount of \$400,000. For the \$400,000 grant, our local match is \$200,000. If we are successful we will budget the funds in the 2028 budget.

BUDGET IMPACT:

There is no budget impact for submitting the grant application. If we are successful and awarded the grant, there is a 50% local match, totaling \$200,000, that will be budgeted for in FY2028.

RECOMMENDATION:

Introduce the request to submit for a Trust Fund Grant and Schedule a public hearing for the consideration of an Application for a Michigan Trust Fund Grant to be held at the regularly scheduled City Council meeting at 7pm on March 16, 2026.

RESTROOMS

PLAY STRUCTURE

SKATE PARK

PAVILION

Rice Creek



ITEM: 12.D

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Kevin Maynard, Director of Electric Utilities
Christy Ramey, Assistant to the Electrical Director
DATE: March 2, 2026
SUBJECT: **PURCHASE - OVERHEAD ALUMINUM CONDUCTOR**

Aluminum conductor steel reinforced, ACRC, conductor is used in most overhead power transmission and distribution lines. It is a high-strength, high-capacity stranded conductor consisting of a galvanized steel core surrounded by concentric layers of aluminum wire, combining steel's mechanical strength for long spans with aluminum's high conductivity.

The Electric Department is actively planning extension of overhead distribution service to additional parcels west of the new City of Marshall water and wastewater facilities at the MAJOR Campus on Michigan Avenue. This distribution extension will provide City electric service to prospective new businesses and help market the site as shovel ready.

A request for proposals was issued for an estimated 45,000 feet of 795 ACSR overhead conductor for this project. The bid requested a cost per foot to allow the final quantity to be modified if needed. Sealed bids were received on February 23, 2026. In total, the below six bids were received.

Bidder	Bid Price per Foot	Lead Time
Irby Utilities, Mt. Pleasant, MI	\$3.24/ ft	15-18 weeks
Resco Mt. Pleasant, MI	\$3.43/ft	12 weeks
American Wire Group, Miami, FL	\$3.60/ft	3 weeks
Power Line Supply, Reed City, MI	\$3.64/ft	1 week
Border States, Lansing, MI	\$3.74/ft	12 weeks
Border States, Lansing, MI	\$3.99/ft	1-2 weeks

The City is in the process of finalizing easements with MAEDA that will allow construction of this distribution extension to begin as soon as the weather breaks. Overhead conductor is the only material item expected to impact the City's construction schedule. As a result, delivery time is an important consideration in evaluating the bids received.

After reviewing the bids, staff recommends the bid of American Wire Group of Miami, Florida, as the best combination of price and delivery time. American Wire Group's price is approximately 11% greater than the low bidder; however, delivery is expected in three weeks, allowing Electric Department staff to begin work as soon as easements are finalized, and the line is staked.

BUDGET IMPACT:

The current FY26 Electric Department Capital Outlay budget includes funding to cover this project. Expenses will be charged to 582-900-970.00

RECOMMENDATION:

Approve the purchase of an aluminum overhead conductor in the amount of \$3.60 per foot with American Wire Group in Miami, Florida.

ITEM: 12.E

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Martin Erskine, Fire Chief
DATE: March 2, 2026
SUBJECT: **PURCHASE - NEW FIRE ENGINE**

The Marshall Fire Department is requesting approval to replace our current front-line fire engine, which is now 23 years old and nearing the end of its effective service life for front-line emergency response.

To ensure a thorough and fair evaluation process, a committee was formed to assess options and develop specifications for a replacement apparatus. After reviewing needs, performance requirements, and available purchasing options, the committee completed a Request for Proposal (RFP) process through CSI Emergency Apparatus, an authorized dealer for Spartan Fire Engines and member of the Sourcewell Cooperative Purchasing Agency.

Through this process, the committee identified the 2027 Spartan Star Series Pumper/Tanker as the most cost-effective and operationally suitable replacement for our department's front-line engine. This apparatus meets current fire service standards, provides modern safety and performance features, and ensures continued reliability in emergency response operations for years to come.

This investment will maintain the department's readiness, improve firefighter safety, and enhance our ability to protect the lives and property of Marshall's residents, businesses and visitors.

BUDGET IMPACT:

The cost of the new apparatus is \$1,124,023.00 and will be funded through the Motor Pool budget. The Fire Department has contributed \$150,000 annually to the Motor Pool Replacement Fund for the last two years and will continue to do so in the FY27 budget. In addition, \$184,000 has already been appropriated into a subaccount designated for this purchase. The acquisition is anticipated in fiscal year 2028 and will be budgeted accordingly at that time.

RECOMMENDATION:

Approve the ordering and purchase of a 2027 Spartan Star Series Pumper/Tanker from CSI Emergency Apparatus through the Sourcewell Cooperative Purchasing Program in the amount of \$1,124,023.00 and authorize the City Manager and City Clerk to sign the necessary documents in substantial form.



SPARTAN METRO STAR EMFD 10RR

CUMMINS X10 450HP

ALLISON 3000 EVS

22,000# FRONT / 35,000# REAR

STAR PUMPER

1500 IMPERIAL / 30 GALLONS

WATEROUS CSU 1500GPM

FOAMPRO 2001

ERA10R:

DOOR FRAMED OPENINGS	
PARTMENT	DOOR FRAMED OPENING
L1	62.5'-W x 65.0'-H
L2	62.0'-W x 35.5'-H
L3	52.5'-W x 65.0'-H
R1	62.5'-W x 65.0'-H
R2	62.0'-W x 35.5'-H
R3	52.5'-W x 65.0'-H
B1	38.0'-W x 41.0'-H

SPECIAL NOTES:

PUMP PANEL LAYOUT IS REFERENCE ONLY.

REQUIRED FOR DESIGN AND CUSTOMER INPUT POST
PRE-CONSTRUCTION MEETING.

CUSTOMER

DRAWINGS A CLOSE APPROXIMATION OF YOUR FINISHED PRODUCT. SPARIAN EMERGENCY RESPONSE TO THE WRITTEN SPECIFICATION, NOT THE DRAWING TO ASSURE THAT YOUR NEEDS ARE MET

PROPRIETARY AND CONFIDENTIAL
INFORMATION CONTAINED IN THIS DRAWING IS THE

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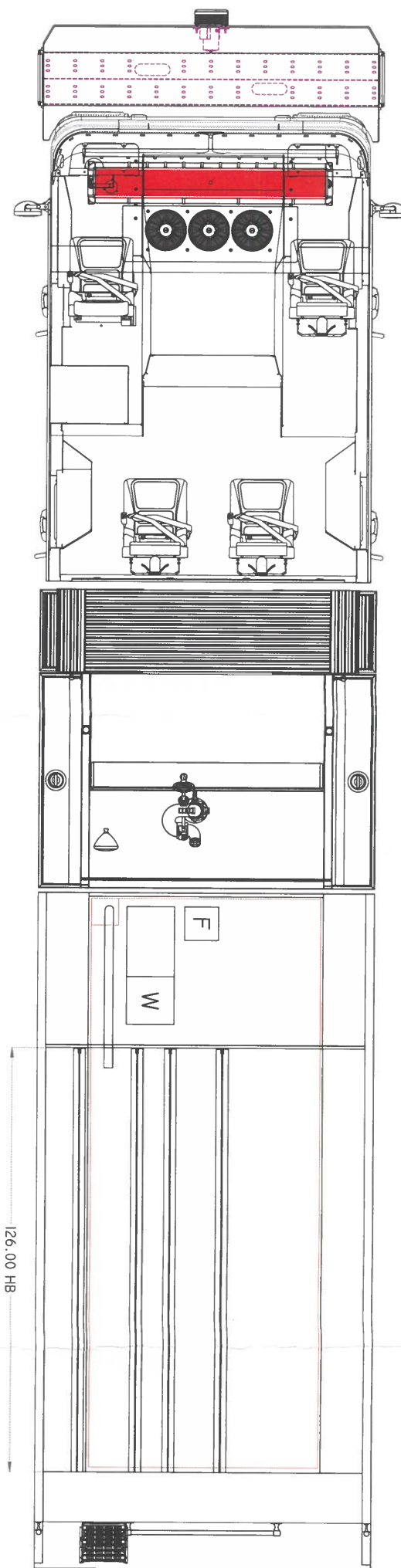
DATE	DESCRIPTION	NAME
12/11/25	MARK UP	B.H
11/26/25	INITIAL PROPOSAL	R.H.

SCALE: NO 10 SCALE

COMER: MARSHALL CITY
FIRE & AMBULANCE

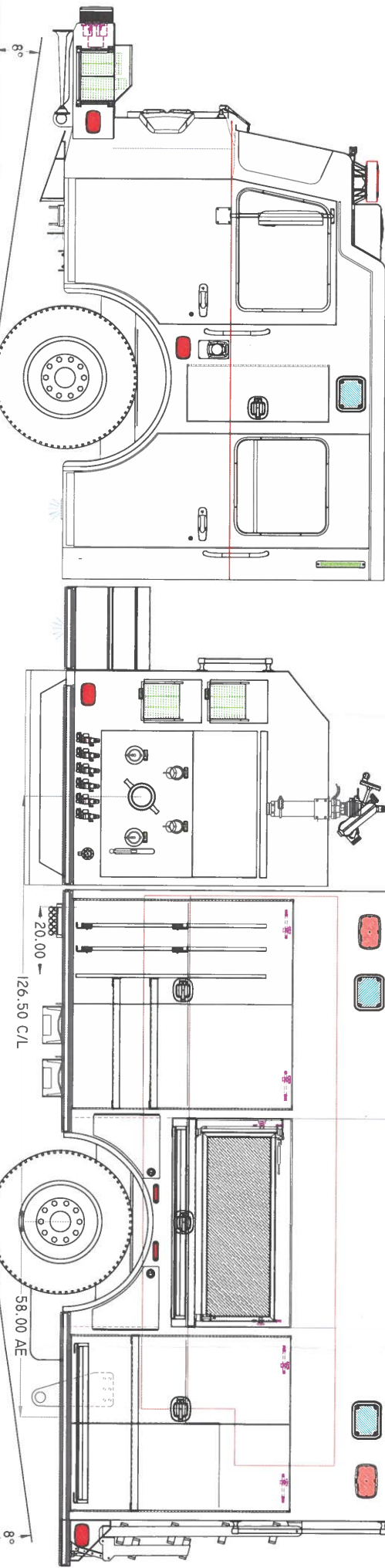
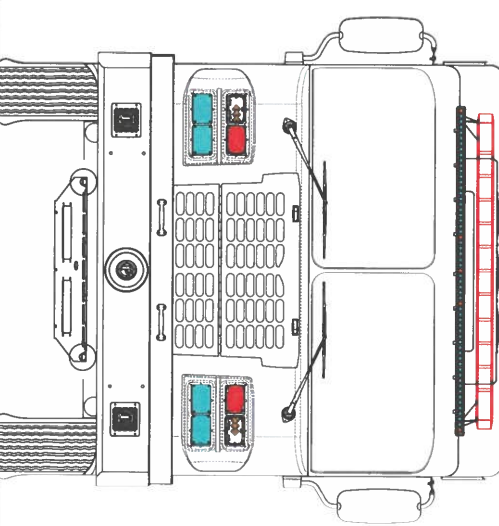
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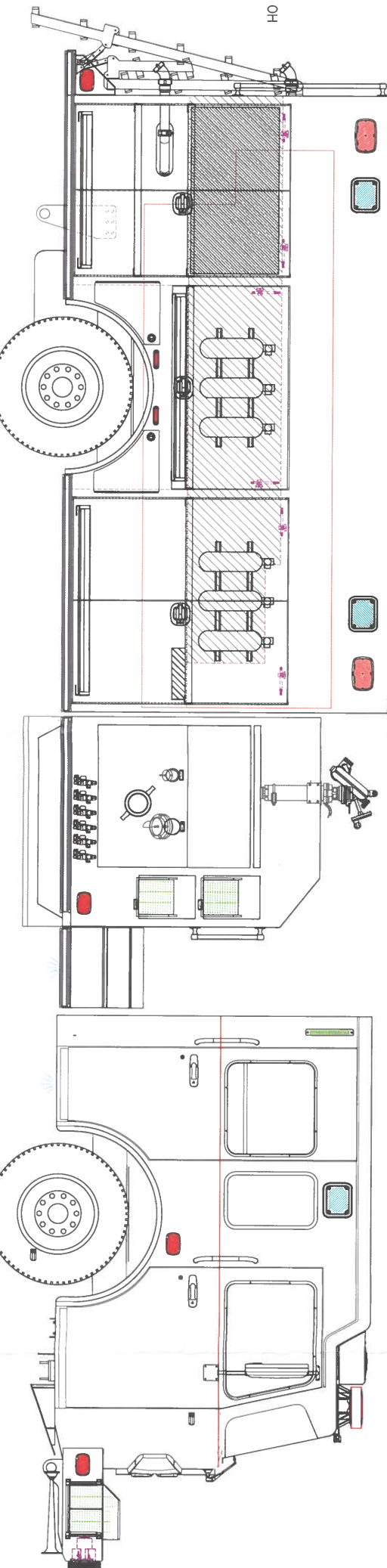
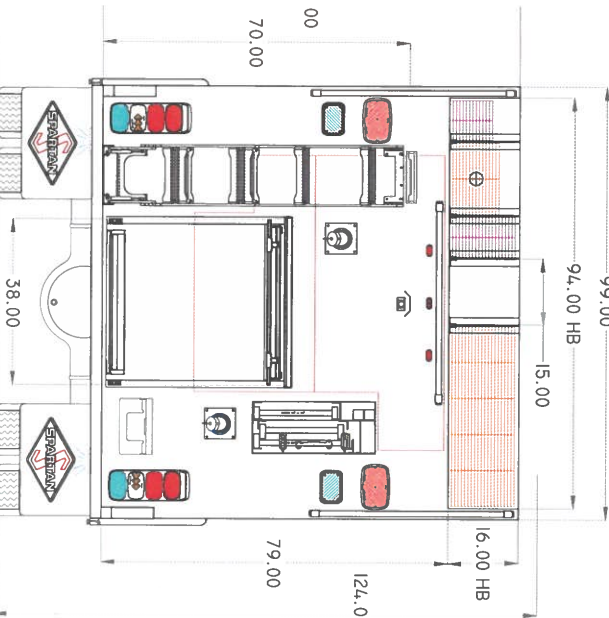
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ITEM: 12.F

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Martin Erskine, Fire Chief
DATE: March 2, 2026
SUBJECT: **GRANT REQUEST - FEMA FIRE HOSE GRANT**

The Marshall Fire Department is pursuing participation in a **Calhoun County Regional FEMA Grant** alongside four other county fire departments to purchase new fire hose.

Over time, portions of our existing fire hose inventory have reached or are approaching the end of their recommended service life. This regional grant provides an important opportunity to:

- Replace aging and worn hose
- Upgrade select hose to meet current operational demands
- Improve reliability and firefighter safety on the fireground
- Enhance regional interoperability among participating departments

If awarded, the grant would require only a **10% local match**, making this a highly cost-effective way to modernize essential firefighting equipment.

Participating in a regional application strengthens the overall proposal and demonstrates interagency cooperation within Calhoun County. This investment will help ensure our crews remain properly equipped to protect our community with safe, dependable, and up-to-date hose lines.

The department will be hiring a grant writer for this application.

BUDGET IMPACT:

The cost of hiring a grant writer will not exceed \$2,000. If the grant is awarded, a 10% match of \$6,826.50 would be required. Both expenses would come from the Fire Department's budget.

RECOMMENDATION:

Approve the Marshall Fire Department to participate in the Calhoun County Regional FEMA Fire Hose Grant and authorize the Fire Chief to sign all the necessary documents.

ITEM: 12.G

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Martin Erskine, Fire Chief
DATE: March 2, 2026
SUBJECT: **GRANT REQUEST - SAFETY GRANT-AUTOMATIC EXTERNAL
DEFIBRILLATORS**

The City Safety Committee conducted a comprehensive inventory of the City's current Automated External Defibrillators (AEDs), including quantity, location, and age. The review determined that many of the City's 12 existing units are aging and nearing end-of-life.

The Marshall Fire Department is proposing the purchase of 22 new AED units to:

- Replace the 12 existing units
- Add 10 additional AEDs in strategic City facilities
- Standardize equipment across City departments
- Improve cardiac arrest survivability citywide

Additionally, the City would purchase an 8-year AED data management and monitoring plan, which will:

- Monitor device readiness
- Notify staff of maintenance needs
- Track pad and battery expiration
- Provide location tracking and compliance oversight

Operational Benefits

- Compatibility with MAFFAA and other responding ambulance agencies
- Ability to exchange pads with responding EMS units if used
- Standardized equipment for training and emergency response
- Increased public access to life-saving defibrillation

Stryker Corporation has extended a cooperative pricing agreement to the City of Marshall that was previously offered to another municipality. The Standard cost per AED is \$3,435.00, but they are offering us 50% off for a cost of \$1,717.50 per unit. Additionally, we will receive a \$250

trade in credit for each of 12 existing AED units that we will turn in. For the additional data management and monitoring plan, the cost is \$429.60 per unit for a total cost of \$9,451.20. The total cost to just purchase 22 AED units will be \$37,785.00, excluding the trade in credit. If the additional data management and monitoring is included the cost rises to \$47,236.20, excluding the trade in credit. With the inclusion of the trade in credit and the monitoring, the total project cost is \$44,236.20.

The City will pursue funding through the Marshall Community Foundation and other local and regional grant opportunities to offset or fully cover the project cost.

This initiative represents a significant public safety enhancement while leveraging substantial cooperative purchasing savings.

BUDGET IMPACT:

Staff expects to successfully secure grants to partially or fully offset the project cost. Any costs not covered by grant funding will be expensed to the appropriate funds and departments based on the allocation of the defibrillators.

RECOMMENDATION:

Approve the proposed purchase of twenty-two (22) Automated External Defibrillators (AEDs) through the cooperative pricing agreement extended by Stryker Corporation and authorize the City to pursue grant funding to offset the total project cost of **\$44,236.20**, after trade-in credits.

ITEM: 13.A

ADMINISTRATIVE REPORT



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

Chapter 150, Section 150.02 of the Marshall City Code of Ordinances prescribes that the Construction Board of Appeals shall be created in conformance with the State Construction Code Act (MCL 125.1514) to hear appeals related to decisions made by the City building and other inspectors enforcing their applicable construction codes.

The members of the Board of Appeals shall be appointed for 2-year terms by the Mayor and shall be qualified by experience or training to perform the duties of members of the Board of Appeals. The Board shall be composed of not less than three and not more than seven members, and they do not need to be residents of the City.

Current Construction Board of Appeals members

Rick Bolek	Term Ending January 1, 2026
Joe Booton	Term Ending January 1, 2027
Randy Case	Term Ending January 1, 2027
Eric Dale	Term Ending January 1, 2027
Scott Puckett	Term Ending January 1, 2026

Rick Bolek and Scott Puckett have both expressed interest in reappointment.

BUDGET IMPACT:

Members of the Construction Board of Appeals are not compensated.

RECOMMENDATION:

Approve the reappointment of Rick Bolek and Scott Puckett to the Construction Board of Appeals with terms ending on January 1, 2028.

ITEM: 13.B

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Scott Wolfersberger, Mayor
DATE: March 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.

Karl Sievertsen	Term Ending 3/10/2028
Russ Byrnes	Term Ending 3/10/2026
Art Hill	Term Ending 3/10/2028
Vacant	Term Ending 3/10/2029
Justin Fisher-Short	Term Ending 3/10/2027
Ryan Underhill- Alternate	Term Ending 3/10/2027

Kaeli Hill, who currently serves as a member of the Parks, Rec and Cemetery Board, has expressed interest in filling the vacancy on the board.

BUDGET IMPACT:

Zoning Board of Appeals members serve without compensation

RECOMMENDATION:

Appoint Kaeli Hill to the Zoning Board of Appeals with a term ending on March 10, 2029.