

CITY COUNCIL AGENDA

Regular Meeting

May 4, 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 - April 20, 2026
Regular Session - April 20, 2026
 - B. **City Bills**

Purchases 4/17/2026	\$12,116.74
Purchases 4/24/2026	\$1,118,628.18
TOTAL	\$1,130,744.92
 - C. **SPECIAL EVENT REQUEST - STEP OUT OF DARKNESS**
 - D. **MARSHALL AREA FARMERS MARKET - PARKING LOT USE**
 - E. **METRO ACT PERMIT EXTENSION - WINDSTREAM NORLIGHT, LLC**
 - F. **CONTRACT - TOSHIBA PRINT SERVICES**
- 8) **PRESENTATIONS AND RECOGNITIONS**
 - A. **POLICE STAFF RECOGNITION AND POLICE WEEK PROCLAMATION**
- 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.
- 11) **OLD BUSINESS**
- 12) **REPORTS AND RECOMMENDATIONS**
 - A. **EASEMENT - MAJOR CAMPUS STORMWATER**
 - B. **CONTRACT - S. KALAMAZOO CONNECTOR PROJECT CONSTRUCTION & ENGINEERING**
 - C. **RESOLUTION 2026-10- BROOKS MEMORIAL FOUNTAIN RESTORATION**

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

D. SPECIAL EVENT REQUEST- BAYBERRY HOUSE INTERIORS RETIREMENT PARTY

13) APPOINTMENTS / ELECTIONS

14) PUBLIC COMMENT ON NON-AGENDA ITEMS Persons addressing City Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of two (2) minutes. Comments shall address NON-AGENDA ITEM topics. Public Hearing items shall be addressed during the PUBLIC HEARING portion (Item 10) of the meeting agenda. Agenda items should be addressed during the PUBLIC COMMENT-AGENDA ITEMS (Item 6) portion of the meeting agenda.

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

CITY COUNCIL MINUTES

April 20, 2026

Work Session - 6:00 PM

[IGNORE_INDENT]

1) CALL TO ORDER

IN A REGULAR SESSION held on Monday, April 20, 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 Pro-Tem Traver.

2) ROLL CALL

Roll was called:

Present: Theresa Chaney-Huggett, Jacob Gates, James Hackworth, Andrew Scibbe, Ryan Traver

Also Present: Manager Perry and Clerk Eubank

Absent: Mayor Scott Wolfersberger and Ryan Underhill

3) PUBLIC COMMENT 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.

Barry Wayne Adams of 622 W Green St, Debbie Benedict of the Marshall Historical Society, and Brian Munger of 200 E Spruce St gave public comment.

4) DISCUSSION ITEMS

A. BROOKS FOUNTAIN CENTENNIAL RESTORATION

Council and staff discussed a restoration project for the Brooks Fountain Centennial.

5) ADJOURNMENT

The meeting was adjourned at 6:57 pm.

Respectfully submitted by,

Michelle Eubank
City Clerk

CITY COUNCIL MINUTES

April 20, 2026

Regular Meeting - 7:00 PM

[IGNORE_INDENT]

1) **CALL TO ORDER**

IN A REGULAR SESSION held on Monday, April 20, 2026 at 7:00 PM in the Council Chambers of City Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Pro-Tem Traver.

2) **ROLL CALL**

Roll was called:

Present: Theresa Chaney-Huggett, Jacob Gates, James Hackworth, Andrew Scibbe, and Ryan Traver

Also Present: Manager Perry and Clerk Eubank

Absent: Mayor Scott Wolfersberger and Ryan Underhill

Moved by Jacob Gates, supported by Theresa Chaney-Huggett to excuse Mayor Wolfersberger and Member Underhill. On a voice vote: **Motion carried.**

3) **INVOCATION**

4) **PLEDGE OF ALLEGIANCE**

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

Moved by James Hackworth, 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, Lynn Sleight of 507 Fair St, and Brian Munger of 200 E Spruce St gave public comment.

7) **CONSENT AGENDA**

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

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

Nays: None

Abstain: None

Motion carried.

A. **City Council Minutes**

Work Session - April 6, 2026

Regular Session - April 6, 2026

B. **City Bills**

Purchases 4/2/2026	\$330,173.19
Purchases 4/10/2026	\$11,977.00
Purchases 4/13/2026	\$120,945.71
March Power Purchase	\$828,662.46
TOTAL	\$1,291,758.36

C. CONTRACT - MASTER SERVICE AGREEMENT WITH BHMG ENGINEERS, INC.

D. FY 2027 BUDGET - SCHEDULE A PUBLIC HEARING

8) PRESENTATIONS AND RECOGNITIONS

A. CHILD ABUSE PREVENTION MONTH PROCLAMATION

Mayor Pro-Tem Traver proclaimed April Child Abuse Prevention Month in Marshall.

B. NATIONAL PUBLIC WORKS WEEK PROCLAMATION

Mayor Pro-Tem Traver proclaimed May 17-23, 2026 National Public Works Week in the City of Marshall.

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. ORDINANCE 2026-01 - AMENDMENT TO 132.01 THREATS; ASSAULT AND BATTERY

Mayor Pro-Tem Traver opened the public hearing on Ordinance 2026-01 at 7:25 pm.

Lynn Sleight, Barry Wayne Adams, Laura Valentine, and Rebekah Sebring spoke during the public hearing.

Mayor Pro-Tem Traver closed the public hearing on Ordinance 2026-01 at 7:35 pm.

Moved by James Hackworth, supported by Jacob Gates to enact Ordinance 2026-1 an AMENDMENT TO 132.01 THREATS; ASSAULT AND BATTERY, and direct the City Clerk to publish the ordinance in full. On a roll call vote:

Ayes: Jacob Gates, James Hackworth, Andrew Scibbe, Ryan Traver, and Theresa Chaney-Huggett

Nays: None

Abstain: None

Motion carried.

City of Marshall, Michigan

Ordinance # _____

AN ORDINANCE AMENDING CITY OF MARSHALL CODE OF ORDINANCES, CHAPTER 132 – OFFENSES AGAINST PERSONS, SEC. 132.01

WHEREAS, Marshall City Code, Chapter 132, Sec.132.01 addresses the subjects of threats, assault and battery; and

WHEREAS, the City Manager, the Chief of Police and other city officials have determined that it is in the best interests of the city to revise Section 132.01; and

WHEREAS, the health, safety and welfare of city residents and visitors to the City will be furthered by the revisions set forth herein;

NOW, THEREFORE, THE CITY OF MARSHALL ORDAINS that the current version of Section 132.01 be amended as set forth herein.

TITLE AND PURPOSE, This amending ordinance shall be titled “Amendment to CHAPTER 132 – OFFENSES AGAINST PERSONS, SEC. 132.01 – THREATS; ASSAULT AND BATTERY, for purpose and benefit of the health, safety and welfare of City residents and visitors to the City of Marshall.

The City of Marshall hereby ordains:

CHAPTER 132 – OFFENSES AGAINST PERSONS

Sec. 132.01 – Threats; assault and battery.

It shall be unlawful for any person to **do any of the following:**~~menace, threaten or assault or to unlawfully touch, shove, jostle or batter any person.~~

- 1. Assault or assault and batter another person. A person who violates this section is guilty of a misdemeanor punishable by imprisonment for not more than 93 days or a fine of not more than \$500.00, or both**
- 2. Menace or threaten another person by words, action, or both words and action. A person who violates this section is guilty of a misdemeanor punishable by imprisonment for not more than 90 days or a fine of \$500.00 or both.**

(Prior Code, § 18-31; Ord. passed 9-19-1983)

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

pending or initiated before the effective date of this amendatory Ordinance for an offense committed before that date.

Conflicting Ordinances Repealed. Except as to prosecution and legal actions pending and saved pursuant to Savings Clause, any City Ordinances or parts of Ordinances in conflict with or inconsistent with any of the provisions of this Ordinance are repealed.

Severability. The provisions of this ordinance are severable, and if any section, sub-section, paragraph, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of all remaining sections, sub-sections, paragraphs, sentences, clauses, phrases, or portions of this ordinance.

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

Effective Date. This ordinance shall take effect after it has been adopted by the City Council and upon publication.

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

B. ORDINANCE 2026-02 -AMENDMENT TO 131.02 HARASSING COMMUNICATIONS

Mayor Pro-Tem Traver opened the public hearing on Ordinance 2026-02 at 7:44 pm.

Lynn Sleight, Mike Holcomb of High St, Wayne Campou of Chauncy Ct, Barry Wayne Adams, and Brian Munger spoke during the public hearing.

Mayor Pro-Tem Traver opened the public hearing on Ordinance 2026-02 at 7:55 pm.

Moved by Jacob Gates, supported by Theresa Chaney-Huggett to re-Introduce revised ORDINANCE 2026-02 -AMENDMENT TO 131.02 HARASSING COMMUNICATIONS with the change to remove the words "or annoy" from the ordinance, publish a summary in the local newspaper and set a Public Hearing for Monday, May 18, 2026 at 7 PM. On a voice vote: **Motion carried.**

C. ORDINANCE 2026-03 - AMENDMENT TO 134.04 DISORDERLY CONDUCT

Mayor Pro-Tem Traver opened the public hearing on Ordinance 2026-03 at 8:12 pm.

Rick Huggett of Orchard Dr, Lynn Sleight, Brian Munger, Laura Valentine, and Barry

Wayne Adams spoke during the public hearing.

Mayor Pro-Tem Traver opened the public hearing on Ordinance 2026-03 at 8:23 pm.

Moved by Andrew Scibbe, supported by Jacob Gates to enact ORDINANCE 2026-03 - AMENDMENT TO 134.04 DISORDERLY CONDUCT with the addition of the word illegal before gambling and other non-substantive changes and direct the City Clerk to publish the ordinance in full. On a roll call vote:

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

Nays: None

Abstain: None

Motion carried.

City of Marshall, Michigan

Ordinance # _____

AN ORDINANCE AMENDING CITY OF MARSHALL CODE OF ORDINANCES, CHAPTER 134 – OFFENSES AGAINST PUBLIC PEACE AND SAFETY, **SEC 134.04**

WHEREAS, Marshall City Code, Chapter 134, Sec.134.04 addresses the subject of disorderly conduct; and

WHEREAS, the City Manager, the Chief of Police and other city officials have determined that it is in the best interests of the city to revise Section 134.04; and

WHEREAS, the health, safety and welfare of city residents and visitors to the City will be furthered by the revisions set forth herein;

NOW, THEREFORE, THE CITY OF MARSHALL ORDAINS that the current version of Section 134.04 be amended as set forth herein.

TITLE AND PURPOSE, This amending ordinance shall be titled “Amendment to CHAPTER 134 – OFFENSES AGAINST PUBLIC PEACE AND SAFETY, SEC. 134.04 – DISORDERLY CONDUCT, for **the** purpose and benefit of the health, safety and welfare of City residents and visitors to the City of Marshall.

The City of Marshall hereby ordains:

CHAPTER 134 – OFFENSES AGAINST PUBLIC PEACE AND SAFETY

Sec. 134.04 – Disorderly Conduct.

(A) No person shall resort to any house, building, street or other place within the city for the purpose of making any noisy or disorderly conduct, nor shall any person make in any house, building, street, place of business or any other place,

or in any assemblage of people, any loud, noisy or disorderly conduct or disturbance.

(B) Disorderly conduct shall include, but shall not be limited to, prostitution, window peeping, engaging in an illegal occupation or business, being intoxicated in a public place **and either directly endangering the safety of another person or of property**, or refusing detoxification or acting in a manner that causes a public disturbance, engaging in indecent or obscene conduct in a public place, vagrancy, begging in a public place, **knowingly occupying or operating a house of ill fame or prostitution or place where prostitution, gambling, the illegal sale or use of intoxicating liquor is permitted or conducted or where any other** or lewdness is practiced, encouraged or allowed, knowingly loitering in or about a place where an illegal occupation or business is being conducted, or a person who is found jostling or roughly crowding people unnecessarily in a public place.

(Prior Code, § 18-54; Am. Ord. 00-09, passed Nov. 2000)

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

Conflicting Ordinances Repealed. Except as to prosecution and legal actions pending and saved pursuant to Savings Clause, any City Ordinances or parts of Ordinances in conflict with or inconsistent with any of the provisions of this Ordinance are repealed.

Severability. The provisions of this ordinance are severable, and if any section, sub-section, paragraph, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of all remaining sections, sub-sections, paragraphs, sentences, clauses, phrases, or portions of this ordinance.

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

Effective Date. This ordinance shall take effect after it has been adopted by the City Council and upon publication.

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

D. ORDINANCE 2026-04 – AMENDMENT TO 134.03 DISORDERLY HOUSE

Mayor Pro-Tem Traver opened the public hearing on Ordinance 2026-04 at 8:37 pm.

Laura Valentine, Brian Munger, Barry Wayne Adams, Wayne Campau, and Lynn Sleight spoke during the public hearing.

Mayor Pro-Tem Traver opened the public hearing on Ordinance 2026-04 at 8:46 pm.

Moved by Andrew Scibbe, supported by James Hackworth to enact Ordinance 2026-4 an AMENDMENT TO 134.03 Disorderly House and direct the City Clerk to publish the ordinance in full. On a roll call vote:

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

Nays: None

Abstain: None

Motion carried.

City of Marshall, Michigan

Ordinance # 2026-04

AN ORDINANCE AMENDING CITY OF MARSHALL CODE OF ORDINANCES, CHAPTER 134 – OFFENSES AGAINST PUBLIC PEACE AND SAFETY, PUBLIC PEACE, SEC. 134.03

WHEREAS, Marshall City Code, Chapter 134, Sec.134.03 addresses the subject of disorderly house; and

WHEREAS, the City Manager, the Chief of Police and other city officials have determined that it is in the best interests of the city to revise Section 134.03; and

WHEREAS, the health, safety and welfare of city residents and visitors to the City will be furthered by the revisions set forth herein;

NOW, THEREFORE, THE CITY OF MARSHALL ORDAINS that the current version of Section 134.03 be amended as set forth herein.

TITLE AND PURPOSE, This amending ordinance shall be titled “Amendment to CHAPTER 134 – OFFENSES AGAINST PUBLIC PEACE AND SAFETY, PUBLIC PEACE, SEC. 134.03 – DISORDERLY HOUSE, for purpose and benefit of the health, safety and welfare of City residents and visitors to the City of Marshall.

The City of Marshall hereby ordains:

CHAPTER 134 – OFFENSES AGAINST PUBLIC PEACE AND SAFETY
PUBLIC PEACE

Sec. 134.03 – Disorderly House

(A) No person shall permit or suffer any house, building or other place owned or occupied by him ~~that person~~ to be a resort for noisy, boisterous or disorderly persons, nor permit or suffer to remain therein any noisy, boisterous or disorderly persons.

~~(B) No person shall attend, frequent, operate or be an occupant of any place where prostitution, gambling or the illegal sale or use of intoxicating liquor is permitted or conducted or where any other illegal business or occupation is permitted or conducted.~~

(Prior Code, § 18-53; Am. Ord. 2010-10, passed 12-6-2010)

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

Conflicting Ordinances Repealed. Except as to prosecution and legal actions pending and saved pursuant to Savings Clause, any City Ordinances or parts of Ordinances in conflict with or inconsistent with any of the provisions of this Ordinance are repealed.

Severability. The provisions of this ordinance are severable, and if any section, sub-section, paragraph, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of all remaining sections, sub-sections, paragraphs, sentences, clauses, phrases, or portions of this ordinance.

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

Effective Date. This ordinance shall take effect after it has been adopted by the City Council and upon publication.

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

E. ORDINANCE 2026-05- MOBILE FOOD VENDORS

Mayor Pro-Tem Traver opened the public hearing on Ordinance 2026-05 at 9:01 pm.

Barry Wayne Adams, Wayne Campau, and Laura Valentine spoke during the public hearing.

Mayor Pro-Tem Traver opened the public hearing on Ordinance 2026-05 at 9:07 pm.

Moved by James Hackworth, supported by Jacob Gates to enact Ordinance 2026-5, AN ORDINANCE AMENDING CITY OF MARSHALL CODE OF ORDINANCES, TITLE XI BUSINESS REGULATION, TO ADD CHAPTER 122 – MOBILE FOOD VENDING, TO ESTABLISH PERMIT REQUIREMENTS, FEES, GENERAL REQUIREMENTS, APPLICATION REQUIREMENTS, FIRE INSPECTIONS, AND VIOLATION PENALTIES, AND TO REPEAL ANY CONFLICTING ORDINANCES AND CODES, AND TO ESTABLISH AN EFFECTIVE DATE and direct the City Clerk to publish the ordinance in full. On a roll call vote:

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

Nays: None

Abstain: None

Motion carried.

CITY OF MARSHALL, MICHIGAN

ORDINANCE # 2026-5

AN ORDINANCE AMENDING CITY OF MARSHALL CODE OF ORDINANCES, TITLE XI BUSINESS REGULATION, TO ADD CHAPTER 122 – MOBILE FOOD VENDING, TO ESTABLISH PERMIT REQUIREMENTS, FEES, GENERAL REQUIREMENTS, APPLICATION REQUIREMENTS, FIRE INSPECTIONS, AND VIOLATION PENALTIES, AND TO REPEAL ANY CONFLICTING ORDINANCES AND CODES, AND TO ESTABLISH AN EFFECTIVE DATE.

WHEREAS, the health, safety, welfare, and interests of the public are served by the reasonable regulation of mobile food vending.

WHEREAS, Marshall City Code TITLE XI addresses Business Regulations.

WHEREAS, City officials have determined that it is in the best interests of the City to Amend TITLE XI to add Chapter 122 MOBILE FOOD VENDING for the regulation of mobile food vending in the City.

NOW, THEREFORE, TITLE XI is hereby amended to add Chapter 122 as set forth herein.

The City of Marshall hereby ordains:

CHAPTER 122 MOBILE FOOD VENDING GENERAL PROVISIONS

SECTION 1 [CODE Sec. 122.01]. Title; Purpose.

The title of this ordinance shall be “The Marshall Mobile Food Ordinance”. The purpose of the ordinance is to amend TITLE XI of the City Code to add Chapter 122 and code Section 122.01, *et seq.*, regarding mobile food vending, and to provide for the public health, safety, welfare and interests of the City and persons within the City; and, among other things, to establish permit requirements, fees, general requirements, application requirements, fire inspections, and violation penalties, and to repeal any conflicting ordinances and codes, and to establish an effective date.

Sec. 122.01 Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context of their usage clearly indicates a different meaning:

MOBILE FOOD VENDING. Vending, serving, or offering for sale food and/or beverages from a mobile food vending unit which meets the definition of a food service establishment under Public Act 92 of 2000, which may include the ancillary sales of branded items consistent with the food; for example, a t-shirt that bears the name of the organization engaged in mobile food vending.

MOBILE FOOD VENDING UNIT(S) (MFVU). Any motorized or non-motorized vehicle, trailer, or other means of conveyance designed to be portable and not permanently affixed to the ground from which food is prepared, served, and/or offered for sale.

OPERATE. All activities associated with the conduct of business, including but not limited to, setup and takedown, and/or time periods when the mobile food vending unit is open for business.

VENDOR(S). Any individual or legal entity engaged in the business of mobile food vending.

Sec. 122.02 Permit Required.

(A) No person or vendor shall engage in mobile food vending without a permit from the City of Marshall, except where exempted by this chapter or any other city ordinance. The city shall prescribe the form of and application for the MFVU permit. All permits shall be prominently displayed on the mobile food vending unit and visible to the public. Permits are non-transferable. A permit shall not be required for any vendor engaged by a private individual to serve guests at a private event, such as a birthday or graduation party.

(B) Once approved, a permit is valid for the calendar year in which it is issued (January 1 to midnight of December 31). Applicants may also apply for a single-day or a 15-day permit.

Sec. 122.03 Fees.

A fee shall accompany an application for an MFVU permit, as established by City of Marshall resolution fee schedule. No fee shall be charged for a permit issued to a business on the City of Marshall's tax rolls and whose normal business operations include the sale of food and/or beverages. No one shall hire or subcontract such vendors in an attempt to evade the provisions of this article.

Sec. 122.04 Requirements.

(A) Applications for a mobile food vending permit shall demonstrate compliance with all applicable federal, state, and county laws and regulations, as well as all applicable city codes and ordinances.

(B) Hours of operation.

(1) Vendors may only operate between the hours of 9:00 a.m. and 9:00 p.m. Sunday through Thursday, and 9:00 a.m. until 10:00 p.m. on Friday and Saturday.

(2) Operating outside of the hours outlined in this section shall be subject to approval from the City of Marshall Council.

(3) No mobile food vending unit may be left unattended for more than two hours; and any mobile food vending unit not in operation shall be removed from the permitted site between the hours of 11:00 p.m. and 7:00 a.m., except that this subsection shall not apply to city-authorized events or events held at the Calhoun County Fairgrounds.

(C) Lighting and noise.

(1) Vendors shall not use any flashing, blinking, or strobe lights; and all exterior lights over 60 watts shall contain opaque hood shields directing the illumination downward while operating at a private event in a residential area.

(2) Vendors shall not use loud music, horns, amplification devices, "crying out," or any other audible means of gaining attention which causes a nuisance or safety hazard, as determined under the city noise ordinance per the Marshall Police Department.

(3) Special events approved by the City of Marshall Council shall be exempt from the lighting and noise requirements within this section.

(D) Locations.

(1) Mobile food vending shall be not permitted on public property, except for City authorized events.

(2) Mobile food vending shall be permitted on private property in non-residential zoned areas when authorized by the property owner.

(3) Vendors shall not operate within 500 feet of any city-approved street fair, public festival, farmers market, or other event being conducted without the prior written authorization of the event sponsor(s); such setback distance shall be measured horizontally in a straight line between the nearest border of the event and the middle point of the mobile food vending unit's primary service window.

(4) Mobile food vending must maintain at least a 15-foot setback from a fire hydrant; the Fire Chief or their designee may require a greater distance. MFVU is not allowed in designated fire lanes.

(5) Mobile food vending units shall be located and maintained on a dust-free surface and shall not be placed on existing landscaped areas.

(6) MFVU shall not be located in sensitive environmental areas such as wetlands or floodways.

(7) Location of the MFVU on a lot must be situated to minimize adverse impacts to adjacent properties. Operations shall not obstruct the visibility of motorists, parking lot circulation, emergency access, access to or along a public street, alley, sidewalk, or trail. Customer queuing may be allowed on a public sidewalk provided a minimum of six feet of unobstructed sidewalk around the line of customers is maintained.

(8) MFVU must be located a minimum of 10 feet from all entrances, exits, structures, and other MFVU.

(E) Mobile food vending unit configuration. There shall be a minimum of seven feet of vertical clearance between the ground level and lowest point of any awning structure.

(F) Parking.

(1) If parked on public property, mobile food vendors shall comply with all applicable parking regulations.

(2) If located within a public parking lot within a commercial area, the area(s) used for mobile food vending unit operations shall not reduce the required parking for the property.

(G) Pedestrian and vehicular circulation. A vendor shall not disrupt pedestrian or vehicular circulation on the permitted property.

(H) Service.

(1) No food shall be prepared, sold, or displayed outside of the mobile food vending unit.

(2) No outdoor cooking facilities, including but not limited to, grills and other heating elements, or outdoor refrigeration or storage units which are not contained in the mobile food vending unit are permitted.

(3) All materials and supplies, including but not limited to plates, cups, napkins, eating or serving utensils, and condiments must be stored in the mobile food vending unit, except for the waste receptacle required under this section.

(4) Food and beverage service shall be provided only on the non-driving-lane side of the mobile food vending unit.

(5) Goods available. Mobile food vending units may only sell food and non-alcoholic beverages. Sales of alcoholic beverages are prohibited. No other goods or services may be sold from a mobile food vending unit.

(I) Signs. In addition to signs placed on the mobile food vending unit itself, vendors may have one portable sign not greater than six square feet, with no dimension greater than three feet, and no height (with legs) greater than four feet, located within five feet of the unit; and under no circumstances shall such a sign be placed where it may impede pedestrian and/or vehicular traffic.

(J) Utilities.

(1) No utilities shall be drawn from a public right-of-way, unless previously authorized by the City of Marshall.

(2) Vendors shall not utilize any electricity or other utilities without the prior written authorization of the utility customer(s), and no power cable or similar device shall be extended at or across any street, alley, sidewalk, or path so as to cause a safety hazard, as determined by the City of Marshall Inspector or their designee.

(K) Trash and upkeep.

(1) MFVU and the area upon which they are temporarily located shall be kept in good repair and free of refuse and debris. A trash receptacle shall be provided by the mobile food unit and emptied daily, or more frequently to meet demand. The trash or recycling receptacle must be removed from the site when the mobile food unit departs. Use of city-owned or city-controlled refuse containers is prohibited, unless previously authorized by the City of Marshall.

(2) Any garbage, waste, or spills shall be immediately cleaned up by the vendor.

(3) The dumping of garbage, refuse, graywater, grease, or food waste is prohibited.

Sec. 122.05 Application Requirements.

The applicant shall truthfully provide, in full, all information requested by the City of Marshall. The applicant shall submit all of the following with the completed and signed permit application form:

(A) A copy of the driver's license(s) of the individual identified as being the driver/operator of the mobile food vending unit;

(B) A copy of a valid vehicle registration and vehicle identification numbers for the mobile food vending unit, including trailers, if a separate registration is required;

(C) A copy of proof of valid auto insurance for the mobile food vending unit, including trailers, if applicable;

(D) A copy of valid commercial liability insurance with minimum liability coverage of \$1,000,000. The city must be named as an additional insured;

(E) A copy of all required permits and/or licenses issued by the Calhoun County Health Department or other licensing agency, as applicable;

(F) A brief written description of the mobile food vending unit, which shall include the following information:

(1) The length and width in feet of the mobile food vending unit to be operated, including trailers, if applicable.

(2) The height from ground level to the lowest point of any awnings attached to the mobile food vending unit to be operated, if applicable.

(3) A description of how electricity will be provided for the mobile food vending unit.

(G) Written permission from the private property owner(s), event sponsor(s), or utility customer(s), as applicable;

(H) A map showing distance from structures, entrances, exits and other MFVU on the property intended for vending.

(I) Any other information requested by the City Clerk or their designee to determine compliance with this article, and all applicable city codes and ordinances; and

(J) Applications must be submitted at least 30 calendar days prior to the date planned for vendor operation, except for operations within a city-approved event.

Sec. 122.06 Review.

The application shall be submitted to the Marshall City Clerk, which shall review the application and all material submitted under the requirements of this chapter and the city code or other applicable ordinance. The Fire Department shall make contact with the applicant to schedule a fire inspection of the MFVU. An application shall be approved, denied, or requires more information, within 15 business days of being submitted to the city and after a fire inspection has been scheduled.

Sec. 122.07 Impoundment.

Any equipment associated with mobile food vending left on public property after the term of an approved permit may be impounded at the owner's expense.

Sec. 122.08 Other Licenses.

A permit obtained under this chapter shall not relieve the vendor of the responsibility for obtaining any other license, permit, or any other authorization required by any other city ordinance, resolution, statute, or administrative rule.

Sec. 122.09 Fire Inspections.

(A) All MFVU shall comply with the City of Marshall adopted fire code.

(B) MFVU shall be inspected on an annual basis. All inspections completed shall expire on the same date of the expiration of the permit approved by the City of Marshall.

(C) The City of Marshall Inspector may make frequent inspections throughout the year.

Sec. 122.10 Violations; Civil Infraction; Suspension Or Revocation Of Permit.

(A) A vendor who violates this article is responsible for a municipal civil infraction or district court civil infraction citation and shall be subject to a civil fine subject to city resolution, code, or as provided herein. Municipal civil infraction violations are made payable at the city Municipal Ordinance Violation Bureau. Repeat violations are determined based on the date of the commission of the violation. Each day that a violation continues beyond the time specified for compliance shall be deemed to be a separate offense. If the notice or civil infraction is not complied with, city officials may institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal of the MFVU in violation of the provisions of this Code or chapter or of the order or direction made pursuant thereto. Such legal or court action shall serve as notice.

(B) Jurisdiction for district court citations and legal action as necessary to enforce city code and ordinance, this chapter, and state law, vest in the state courts of Calhoun County.

(C) Once a permit is issued, it may be suspended for a time as noticed or revoked at any time for failure to comply with this chapter and/or city code. Appeals of suspension or revocation shall be heard by the City Manager within a reasonable time.

SECTION 2. Savings Clause. All proceedings pending and all rights and liabilities existing or incurred at the time this amendatory Ordinance takes effect are saved and may be consummated according to the law enforced when they were commenced. This amendatory Ordinance shall not be construed to affect any prosecution pending or initiated before the effective date of this amendatory Ordinance for an offense committed before that date.

SECTION 3. Conflicting Ordinances Repealed. Except as to prosecution and legal actions pending and saved pursuant to Savings Clause, any City Ordinances or parts of Ordinances in conflict with or inconsistent with any of the provisions of this Ordinance are repealed.

SECTION 4. Severability. The provisions of this ordinance are severable, and if any section, sub-section, paragraph, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of all remaining sections, sub-sections, paragraphs, sentences, clauses, phrases, or portions of this ordinance.

SECTION 5. Section Headings. The section headings used in this ordinance are for convenience only and are not a part of this ordinance.

SECTION 6. Effective Date. This ordinance shall take effect after it has been adopted by the City Council and upon publication.

SECTION 7. Code Edits. The editors of the Marshall City Code are hereby authorized, subject to approval of the City Manager, or designee, to update and revise code section numbers to effectuate the provisions of this Ordinance.

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

A. RESOLUTION 2026-9 - MOBILE FOOD VENDING PERMIT FEES

Moved by Jacob Gates, supported by James Hackworth to approve Resolution 2026-09, A Resolution to Adopt a Fee Schedule For Mobile Food Vending Permits, and authorize the City Manager and City Clerk to sign the necessary documents. On a roll call vote:

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

Nays: None

Abstain: None

Motion carried.

CITY OF MARSHALL, MICHIGAN

RESOLUTION NO. 2026-09

A RESOLUTION TO ADOPT A FEE SCHEDULE FOR MOBILE FOOD VENDING PERMITS

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

PRESENT:

ABSENT:

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

WHEREAS, Chapter 122 of the Marshall City Code authorizes City Council to establish, by resolution, the permit fees for Mobile Food Vending;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marshall establishes the following fee schedule as it relates to Mobile Food Vending Permits:

Length of permit

Fee (Per Unit)

January- December \$200
15 Consecutive Days \$75
Single Day \$15

Resolution declared adopted this 20th day of April, 2026.

Michelle Eubank, City Clerk

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

Michelle Eubank, City Clerk

B. PURCHASE - OPTICOM SYSTEM VEHICLE KITS FOR EMERGENCY RESPONSE

Moved by James Hackworth, supported by Andrew Scibbe to approve the purchase of Opticom Sytem Vehicle Kits from Carrier Gable in the amount of \$49,938 with installation from Dependable Fire Apparatus in the amount of \$7,090.00 and authorize the City Manager to sign the necessary documents. On a roll call vote:

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

Nays: None

Abstain: None

Motion carried.

13) APPOINTMENTS / ELECTIONS

14) PUBLIC COMMENT ON NON-AGENDA ITEMS Persons addressing City Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of two (2) minutes. Comments shall address NON-AGENDA ITEM topics. Public Hearing items shall be addressed during the PUBLIC HEARING portion (Item 10) of the meeting agenda. Agenda items should be addressed during the PUBLIC COMMENT-AGENDA ITEMS (Item 6) portion of the meeting agenda.

Greg Allen of Orchard Dr, Annette Campau of Chanucy Ct, Rick Huggett, Jeff Wilson of Marengo Twp, Lynn Sleight, David Begg of W Green St, Rebekah Sebring, Ryan Watson of N Mulberry, Brian Munger, Pamela Smith of 22 Mile Rd, Morgan Huggett of N Kalamazoo, Laura Valentine, and Regis Klingler of Butler Ct gave public comment.

Moved by Andrew Scibbe, supported by Jacob Gates to extend the meeting past 10:00 pm to no later than 10:30 pm. On a voice vote: **Motion carried.**

Public comment continued and Wayne Campau, Barry Wayne Adams, and Eric Ebner gave comment.

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

The meeting was adjourned at 10:14 pm.

Respectfully submitted by,

Michelle Eubank
City Clerk

04/25/2026 08:02 AM
 User: KWAGNER
 DB: Marshall

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 04/17/2026 - 04/17/2026
 JOURNALIZED
 PAID

Page: 1/1

INVOICE NUMBER	EXPECTED CHECK RUN	VENDOR NAME	DESCRIPTION	AMOUNT PAID
CHECK TYPE: PAPER CHECK				
04142026	04/17/2026	CASTLE PLUMBING, INC.	PARTIAL REFUND FOR PLUMBING PERMIT #PP25	4,923.00
04142026	04/17/2026	KEDO, MISSY	UNIFORM ALLOWANCE - KEDO, MISSY	26.49
04/17/2026	04/17/2026	KRAUSS, BRIAN	UB refund for account: 3103750003	8.68
04142026-A	04/17/2026	MARK WOODMAN PLUMBING	PARTIAL REFUND FOR MECHANICAL PERMIT #PM	328.50
04142026-B	04/17/2026	MARK WOODMAN PLUMBING	PARTIAL REFUND FOR MECHANICAL PERMIT #PM	324.00
04/17/2026	04/17/2026	NORFOLK HOMES OF EMERALD	UB refund for account: 1801400000	79.57
313	04/17/2026	TOP TO BOTTOM TREE SERVICE	ELECTRIC LINE CLEARANCE 4/6/26 - 4/10/26	6,080.00
04142026-A	04/17/2026	WAPOKISKO PLUMBING, LLC	PARTIAL REFUND FOR PLUMBING PERMIT #PP25	184.50
04142026-B	04/17/2026	WAPOKISKO PLUMBING, LLC	PARTIAL REFUND FOR PLUMBING PERMIT #PP25	162.00
TOTAL CHECKS				12,116.74
GRAND TOTAL:				12,116.74

User: KWAGNER
DB: Marshall

PAID

INVOICE NUMBER	EXPECTED CHECK RUN	VENDOR NAME	DESCRIPTION	AMOUNT PAID
CHECK TYPE: ACH TRANSACTION				
1YG9-3MWP-YVCP	04/24/2026	AMAZON CAPITAL SERVICE:ACCT NO. A1P4GM99HG1E02	KEYBOARD & MOUSE	37.79
1374-MFJX-DYYP	04/24/2026	AMAZON CAPITAL SERVICE:ACCT NO. A1P4GM99HG1E02	FLASHLIGHT HOLST	393.69
14LX-VG17-RRRT	04/24/2026	AMAZON CAPITAL SERVICE:ACCT NO. A1P4GM99HG1E02	MOM/SON DATE NIG	107.15
16WC-JYQH-6999	04/24/2026	AMAZON CAPITAL SERVICE:ACCT NO. A1P4GM99HG1E02	ADDRESS LABELS	54.88
1F4F-N3X6-QMKR	04/24/2026	AMAZON CAPITAL SERVICE:ACCT NO. A1P4GM99HG1E02	AUGER BIT	311.55
1MDQ-GQ1C-1JKX	04/24/2026	AMAZON CAPITAL SERVICE:ACCT NO. A1P4GM99HG1E02	COLORED CARDSTOC	128.38
14PT-Q1W4-H31L	04/24/2026	AMAZON CAPITAL SERVICE:ACCT NO. A1P4GM99HG1E02	DIESEL GAS CAN	77.25
1VGW-KQNG-1NXN	04/24/2026	AMAZON CAPITAL SERVICE:ACCT NO. A1P4GM99HG1E02	WORK GLOVES	96.93
1JFP-PY4T-JVK6	04/24/2026	AMAZON CAPITAL SERVICE:ACCT NO. A1P4GM99HG1E02	RADIO HOLDERS	112.12
1GN3-KYQW-DQ6H	04/24/2026	AMAZON CAPITAL SERVICE:ACCT NO. A1P4GM99HG1E02	EMERGENCY EXIT S	118.79
1JLK-L3KG-DTCJ	04/24/2026	AMAZON CAPITAL SERVICE:ACCT NO. A1P4GM99HG1E02	SURFACE PRO CASE	(117.98)
1PHW-LWFT-61QJ	04/24/2026	AMAZON CAPITAL SERVICE:ACCT NO. A1P4GM99HG1E02	SURFACE PRO CASE	(58.99)
1PCY-JV3K-4QHV	04/24/2026	AMAZON CAPITAL SERVICE:ACCT NO. A1P4GM99HG1E02	SURFACE PRO CASE	(58.99)
1N4H-XVCW-LK7R	04/24/2026	AMAZON CAPITAL SERVICE:ACCT NO. A1P4GM99HG1E02	PICTURE FRAMES	55.28
1KRG-DCR3-HNJT	04/24/2026	AMAZON CAPITAL SERVICE:ACCT NO. A1P4GM99HG1E02	DIESEL GAS CAN	(65.17)
1CFK-XMGK-7JGF	04/24/2026	AMAZON CAPITAL SERVICE:ACCT NO. A1P4GM99HG1E02	USB ADAPTERS	20.97
1H6R-JJYC-7YGY	04/24/2026	AMAZON CAPITAL SERVICE:ACCT NO. A1P4GM99HG1E02	ICE MACHINE FILT	97.84
1RHM-4DLL-WRRN	04/24/2026	AMAZON CAPITAL SERVICE:ACCT NO. A1P4GM99HG1E02	BUSINESS PAPER,	51.58
1KYH-T3RT-6P7W	04/24/2026	AMAZON CAPITAL SERVICE:ACCT NO. A1P4GM99HG1E02	ADDRESS LABELS	16.91
1HLD-PQHK-4XYQ	04/24/2026	AMAZON CAPITAL SERVICE:ACCT NO. A1P4GM99HG1E02	CIGARETTE DISPOS.	107.99
1KTF-JHDJ-PMCQ	04/24/2026	AMAZON CAPITAL SERVICE:ACCT NO. A1P4GM99HG1E02	LANYARD NAME BAD	32.04
1TCY-M7XL-PPDF	04/24/2026	AMAZON CAPITAL SERVICE:ACCT NO. A1P4GM99HG1E02	CARE & PLAY EVEN	267.35
6005234	04/24/2026	AMP INC.	ANNUAL EMISSIONS REPORT	440.00
225-538259	04/24/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 OIL FILTER, OIL	66.46
225-538307	04/24/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 OIL FILTER, OIL, DISC	105.02
225-538350	04/24/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 OIL FILTERS, AIR FILTE	1,305.49
225-538408	04/24/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 CLEAR GLOSS	21.78
225-538484	04/24/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 TWECO/BENZIL TIPS	16.98
225-538586	04/24/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 GEAR OIL	69.00
225-538667	04/24/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 L/G BATTERY (2), OIL F	265.89
225-538669	04/24/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 L/G BATTERY (3)	221.97
225-538722	04/24/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610 SPRAY PAINT	11.89
AI6JP9D	04/24/2026	CDW GOVERNMENT	MICROSOFT SURFACE KEYBOARD & UAG PLASMA	871.36
773132	04/24/2026	CHR SOLUTIONS	FIBERNET MANAGED IT SERVICES MARCH 2026	5,100.00
773256	04/24/2026	CHR SOLUTIONS	FIBERNET MANAGED IT SERVICES APRIL 2026	5,100.00
04012026	04/24/2026	COGENT COMMUNICATIONS,	FIBERNET ISP PRIMARY PROVIDER APRIL 2026	10,275.00
10078	04/24/2026	COURTNEY & ASSOCIATES	MONTHLY RETAINER SERVICE MARCH 2026	250.00
2026 - 102	04/24/2026	COURTNEY & ASSOCIATES	ELECTRIC RATE CONSULTING DECEMBER 2025 -	4,800.00
2025.201 - PAYAPP #	04/24/2026	FREEDOM CONSTRUCTION & EATON PARK PICKLEBALL COURT & SPLASH PAD		110,584.17
CI-12030	04/24/2026	HYDROCOP LLC	RESIDENTIAL CROSS CONNECTION PROGRAM YEA	2,859.64
CI-12033	04/24/2026	HYDROCOP LLC	COMMERCIAL CROSS CONNECTION PROGRAM YEAR	1,403.99
187506	04/24/2026	IMPACT SOLUTIONS	SHIPPING & HANDLING/PROCESS FEE	32.00
55587492	04/24/2026	LINDE GAS & EQUIPMENT,	CUST NO. 59879658 GASES	229.46
S5668907.001	04/24/2026	MEDLER ELECTRIC COMPAN	2" CONDUIT	398.24
S5666999.003	04/24/2026	MEDLER ELECTRIC COMPAN	FLUORESCENT LIGHT BULBS	101.82
INV-0000016758	04/24/2026	METRO WIRELESS	BUSINESS DATA SERVICES - 10 GBPS INTERNE	2,500.00
886208	04/24/2026	MML WORKERS COMPENSATI	MML WC PAYROLL INCREASE AUDIT 7/1/2024 -	17,828.00
56961880	04/24/2026	POWER LINE SUPPLY	LEATHER GLOVES	329.04
56962267	04/24/2026	POWER LINE SUPPLY	200 AMP SOCKETS	624.62
56962268	04/24/2026	POWER LINE SUPPLY	2" RISER U-GUARD	471.20
56962269	04/24/2026	POWER LINE SUPPLY	STAPLES	144.91
56963119	04/24/2026	POWER LINE SUPPLY	UNIFORMS - DRYER, COLE	292.00
56963121	04/24/2026	POWER LINE SUPPLY	UNIFORMS - ERB, JASON	99.00
56963445	04/24/2026	POWER LINE SUPPLY	2" RISER U-GUARD	235.60
56963446	04/24/2026	POWER LINE SUPPLY	ELECTRIC INVENTORY	4,641.74
56964857	04/24/2026	POWER LINE SUPPLY	4 POSITION FLOOD SEAL	1,788.80
56964855	04/24/2026	POWER LINE SUPPLY	DEAD-ENDS	401.80
56964856	04/24/2026	POWER LINE SUPPLY	DEAD-ENDS	401.80
56965972	04/24/2026	POWER LINE SUPPLY	3/8" X 5" CARRIAGE BOLTS	312.50
9063343	04/24/2026	POWER SYSTEM ENGINEERIN	ENGINEERING ELECTRIC UNDERGROUND UPGRADE	484.00
54880	04/24/2026	SONAR SOFTWARE	FIBERNET CUSTOMER MANAGEMENT SOFTWARE AP	1,927.26
7009265602	04/24/2026	STAPLES	CUST ACCT # DET 10081052 OFFICE SUPPLIES	592.01
3968843	04/24/2026	SUMMIT FIRE PROTECTION	ANNUAL FIRE EXTINGUISHER INSPECTION - MR	248.50
3968844	04/24/2026	SUMMIT FIRE PROTECTION	ANNUAL FIRE EXTINGUISHER INSPECTION - CI	441.70
3968845	04/24/2026	SUMMIT FIRE PROTECTION	ANNUAL FIRE EXTINGUISHER INSPECTION - WA	240.75
3968846	04/24/2026	SUMMIT FIRE PROTECTION	ANNUAL FIRE EXTINGUISHER INSPECTION - WA	280.60
3968847	04/24/2026	SUMMIT FIRE PROTECTION	ANNUAL FIRE EXTINGUISHER INSPECTION - AI	413.45
3968857	04/24/2026	SUMMIT FIRE PROTECTION	ANNUAL FIRE EXTINGUISHER INSPECTION - PS	558.50
3968858	04/24/2026	SUMMIT FIRE PROTECTION	ANNUAL FIRE EXTINGUISHER INSPECTION - DA	298.50
3978121	04/24/2026	SUMMIT FIRE PROTECTION	ANNUAL FIRE EXTINGUISHER INSPECTION - DP	520.80
3998860	04/24/2026	SUMMIT FIRE PROTECTION	ANNUAL FIRE EXTINGUISHER INSPECTION - OA	155.50
3972692	04/24/2026	SUMMIT FIRE PROTECTION	ANNUAL FIRE EXTINGUISHER INSPECTION - PO	141.50
6608253	04/24/2026	TEAM EJP SMART UTILITY	K-STRUP FLYING LEAD 5'	78.36
6611687	04/24/2026	TEAM EJP SMART UTILITY	2" KAMSTRUP HYDRANT METERS	2,675.74
IN162059	04/24/2026	TELNET WORLDWIDE	ACCT NO. 8948 APRIL 2026	1,026.41
111814134	04/24/2026	WEX BANK	ACCT NO. 0470-00-462076-1 FUEL MARCH 202	11,811.04

INVOICE NUMBER	EXPECTED CHECK RUN	VENDOR NAME	DESCRIPTION	AMOUNT PAID
CHECK TYPE: ACH TRANSACTION				
TOTAL CHEC:				198,283.15
CHECK TYPE: PAPER CHECK				
04/24/2026	04/24/2026	ARMSTRONG, WILSON	UB refund for account: 201620004	191.42
04/24/2026	04/24/2026	BENJAMIN ARVOY	UB refund for account: 3767	50.00
04/24/2026	04/24/2026	BERRY, CALISSA	UB refund for account: 502010028	33.57
SI234794	04/24/2026	BEST EQUIPMENT CO., INC	GB WIRE SEGMENTS	1,516.79
173328	04/24/2026	BOSHEARS FORD SALES, INC	REPAIRS TO VEHICLE #M-4	2,169.64
404-10168	04/24/2026	BRONSON HELPNET	EMPLOYEE ASSISTANCE PROGRAM 4/1/26 - 6/3	1,075.86
12499	04/24/2026	CALHOUN COUNTY, MI	IT SERVICES APRIL - JUNE 2026	23,750.00
4264122742	04/24/2026	CINTAS CORP	CITY HALL MAT SERVICE 3/27/26	58.00
4263681190	04/24/2026	CINTAS CORP	UNIFORM SERVICES - ELECTRIC & PSB 3/24/2	35.66
4263681238	04/24/2026	CINTAS CORP	UNIFORM SERVICES - WASTEWATER 3/24/26	66.68
4263681305	04/24/2026	CINTAS CORP	UNIFORM SERVICES - WATER 3/24/26	69.28
4264387829	04/24/2026	CINTAS CORP	UNIFORM SERVICES - ELECTRIC & PSB 3/31/2	35.66
4264387904	04/24/2026	CINTAS CORP	UNIFORM SERVICES - WASTEWATER 3/31/26	66.68
4264387879	04/24/2026	CINTAS CORP	UNIFORM SERVICES - WATER 3/31/26	69.28
4265223916	04/24/2026	CINTAS CORP	UNIFORM SERVICES - ELECTRIC & PSB 4/7/26	35.66
4265223972	04/24/2026	CINTAS CORP	UNIFORM SERVICES - WASTEWATER 4/7/26	66.68
4265224033	04/24/2026	CINTAS CORP	UNIFORM SERVICES - WATER 4/7/26	69.28
4265665191	04/24/2026	CINTAS CORP	CITY HALL MAT SERVICE 4/10/26	57.00
APRIL2026	04/24/2026	CONSUMERS ENERGY	CONSUMERS ENERGY UTILITY BILLS APRIL 202	7,805.58
0233484	04/24/2026	COOPERATIVE RESPONSE C	SUPPORT AND CALLS FOR MARCH 2026	1,401.52
04162026	04/24/2026	CRUZ, CHANDLER	UNIFORM ALLOWANCE - CRUZ, CHANDLER	178.61
INV-17279	04/24/2026	CYPRESS ENGINE ACCESSO	REPAIR ENGINE #5 (LABOR AND TRAVEL EXPEN	22,730.84
196694	04/24/2026	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 CITY HALL VACUUM REPAIR	75.07
196703	04/24/2026	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES MRLEC	238.21
657740	04/24/2026	DARLING ACE HARDWARE	MARKING PAINT	19.98
664456	04/24/2026	DARLING ACE HARDWARE	VARNISH STRIPPER, SANDING SPONGE, PAINT	37.97
665413	04/24/2026	DARLING ACE HARDWARE	BATTERIES	8.99
666859	04/24/2026	DARLING ACE HARDWARE	LP GAS	21.98
666932	04/24/2026	DARLING ACE HARDWARE	GROUNDING PLUG, ARMORED CONNECTOR	14.98
667077	04/24/2026	DARLING ACE HARDWARE	SILICONE ADHESIVE	8.99
667197	04/24/2026	DARLING ACE HARDWARE	TEAR MENDER ADHESIVE	6.99
666951	04/24/2026	DARLING ACE HARDWARE	NITRILE GLOVES	19.99
667052	04/24/2026	DARLING ACE HARDWARE	CONTRACTOR GARDEN HOSE, NOZZLE	68.98
667063	04/24/2026	DARLING ACE HARDWARE	LABOR	55.00
667109	04/24/2026	DARLING ACE HARDWARE	BATTERIES 9V	39.98
667111	04/24/2026	DARLING ACE HARDWARE	CABLE CONNECTOR	9.18
V92723	04/24/2026	DARLING ACE HARDWARE	WALL PLATE	(4.59)
V92720	04/24/2026	DARLING ACE HARDWARE	SNOW PUSHER 24" BLADE	(59.99)
667193	04/24/2026	DARLING ACE HARDWARE	NUTS, BOLTS	1.75
667242	04/24/2026	DARLING ACE HARDWARE	GROUNDING ADAPTERS	17.94
667216	04/24/2026	DARLING ACE HARDWARE	TOILET SEAT	41.99
667274	04/24/2026	DARLING ACE HARDWARE	BATTERIES AAA	17.99
667314	04/24/2026	DARLING ACE HARDWARE	AMERICAN FLAG, BRUSH	49.58
667331	04/24/2026	DARLING ACE HARDWARE	SAND DISC 5"	14.98
667348	04/24/2026	DARLING ACE HARDWARE	WET/DRY VAC HOSE, TRAY LINERS, SANDING S	75.93
667407	04/24/2026	DARLING ACE HARDWARE	HOSE ADAPTERS	27.17
667412	04/24/2026	DARLING ACE HARDWARE	GREASE GUN COUPLER	51.98
667411	04/24/2026	DARLING ACE HARDWARE	FLUSH HANDLE, SILICONE	45.97
667495	04/24/2026	DARLING ACE HARDWARE	HAND SOAP, CLEANER	34.95
667490	04/24/2026	DARLING ACE HARDWARE	SMOKE ALARM	69.99
667587	04/24/2026	DARLING ACE HARDWARE	NUTS, BOLTS	15.76
667601	04/24/2026	DARLING ACE HARDWARE	MOTOMIX 1 GALLON	201.96
667744	04/24/2026	DARLING ACE HARDWARE	COMMAND STRIPS	12.99
664195	04/24/2026	DARLING ACE HARDWARE	NAIL SHADE BRACKET	3.99
662973	04/24/2026	DARLING ACE HARDWARE	LP GAS	58.75
666505	04/24/2026	DARLING ACE HARDWARE	SPARK PLUGS	20.97
666211	04/24/2026	DARLING ACE HARDWARE	NUTS, BOLTS	3.20
665874	04/24/2026	DARLING ACE HARDWARE	HOSE MENDER CLAMP, TUBING, MARKER	8.57
664889	04/24/2026	DARLING ACE HARDWARE	VINYL BLACK NUMBERS	8.59
662625	04/24/2026	DARLING ACE HARDWARE	MIRROR	24.99
661562	04/24/2026	DARLING ACE HARDWARE	LP GAS	25.39
665053	04/24/2026	DARLING ACE HARDWARE	DISTILLED VINEGAR	7.99
666347	04/24/2026	DARLING ACE HARDWARE	SHOVELS	35.98
665944	04/24/2026	DARLING ACE HARDWARE	WIRE 12/2 UFWG 100'	149.99
665930	04/24/2026	DARLING ACE HARDWARE	HEX KEY SET 8PC	24.99
665893	04/24/2026	DARLING ACE HARDWARE	CHAIN, SPRING SNAP	56.13
665761	04/24/2026	DARLING ACE HARDWARE	NUTS, BOLTS	26.32
664168	04/24/2026	DARLING ACE HARDWARE	TARP STRAPS	5.98
660410	04/24/2026	DARLING ACE HARDWARE	SPRAY PAINT, HEX WASHERS	17.98
662661	04/24/2026	DARLING ACE HARDWARE	LEATHER GLOVES, CABLE TIES	55.97
664209	04/24/2026	DARLING ACE HARDWARE	STAPLES, SCREWS	12.98
631557	04/24/2026	DARLING ACE HARDWARE	GRINDER, SAND DISCS	123.97
664990	04/24/2026	DARLING ACE HARDWARE	MOUSE TRAPS	59.94
04152026	04/24/2026	ERB, JASON	BOOT ALLOWANCE - ERB, JASON	202.98
04/24/2026	04/24/2026	FAST, AMBER	UB refund for account: 2100120023	103.49

INVOICE NUMBER	EXPECTED CHECK RUN	VENDOR NAME	DESCRIPTION	AMOUNT PAID
CHECK TYPE: PAPER CHECK				
2671	04/24/2026	FIELDS ELECTRIC LLC	REPLACE A BASE METER AND RELOCATE OUTSID	4,965.00
2500542603	04/24/2026	FIRST ADVANTAGE OCCUPA	ACCT NO. 866466 DRUG TEST SERVICES	173.36
124289492	04/24/2026	GLOBAL INDUSTRIAL	OUTDOOR STEEL TRASH CAN (ACTIVATION ZONE	757.10
124297285	04/24/2026	GLOBAL INDUSTRIAL	DEWALT WORK GLOVES XL	99.50
Q26017	04/24/2026	GORNO FORD, INC	2026 FORD F-450 4X4 DUMP TRUCK W/ PLOW P	94,495.00
30307203	04/24/2026	GRANGER WASTE SERVICES	ACCT NO. 2782490 CITY BUILDINGS WASTE AP	863.25
30238373	04/24/2026	GRANGER WASTE SERVICES	ACCT NO. 18422860 CITY BUILDINGS RECYCLI	72.93
30300342	04/24/2026	GRANGER WASTE SERVICES	ACCT NO. 18400290 RESIDENTIAL APRIL 2026	35,694.29
2747155	04/24/2026	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT PSB 3/30/26	51.00
2752177	04/24/2026	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT FIRE STATION 3/30/26	48.00
2752291	04/24/2026	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT MRLEC 3/31/26	88.00
341-1	04/24/2026	HERMAN ELECTRIC	ADDITIONAL ELECTRIC WORK AT DPW GARAGE	467.51
MIS2026-0001	04/24/2026	J.R. UNDERGROUND LLC	2" CONDUIT AND BORING FOR UNDERGROUND EL	4,600.00
04/24/2026	04/24/2026	JODI WILLIAMSON	UB refund for account: 4351	50.00
10399	04/24/2026	JS BUXTON	CHEMICALS - LIME	1,711.75
0012378	04/24/2026	JUSTICE FENCE ACQUISIT	SERVICE CALL TO ADJUST GATE ACCESS ENTRY	360.00
04/24/2026	04/24/2026	KEENEY, KEVAN	UB refund for account: 200840025	70.51
0012174	04/24/2026	KELLOGGS REPAIR	MOWER BLADES, OIL FILTER	140.37
012205	04/24/2026	KELLOGGS REPAIR	SWELL LATCH	13.20
IN279076	04/24/2026	KIESLER POLICE SUPPLY	CUST NO. L12818 POLICE AMMO	611.40
47667	04/24/2026	LAKELAND ASPHALT CORPO	2.56 TONS BITUMINOUS AGGREGATES	177.92
47677	04/24/2026	LAKELAND ASPHALT CORPO	2.10 TONS BITUMINOUS AGGREGATES	145.95
47713	04/24/2026	LAKELAND ASPHALT CORPO	2.31 TONS COLD PATCH	337.26
020780	04/24/2026	LEWEY'S SHOE REPAIR	BOOT ALLOWANCE - LETTS, ANDREW	209.95
020781	04/24/2026	LEWEY'S SHOE REPAIR	BOOT ALLOWANCE - WISE, JOSH	42.99
020784	04/24/2026	LEWEY'S SHOE REPAIR	BOOT ALLOWANCE - LAUPP, DAKODA	75.98
04/24/2026	04/24/2026	LOGAN, ZACHARY	UB refund for account: 2901510015	16.47
40022026	04/24/2026	LOWES BUSINESS ACCOUNT	ACCT NO. 821 3023 902596 5 LASER LEVEL K	1,332.65
03242026-34136	04/24/2026	MARSHALL HARDWARE, LLC	LAUNDRY DETERGENT, TAPE RULER, BATTERIES	86.34
03272026-34238	04/24/2026	MARSHALL HARDWARE, LLC	EXTENSION BIT, 5PC NUT DRIVE SET (FLAG I	51.96
03272026-34242	04/24/2026	MARSHALL HARDWARE, LLC	PLUG TAPS	0.73
03272026-34261	04/24/2026	MARSHALL HARDWARE, LLC	14/3 BEIGE A/C CO	41.98
03312026-34355	04/24/2026	MARSHALL HARDWARE, LLC	HEX NUTS (FLAG INSTALL)	9.90
04012026-34407	04/24/2026	MARSHALL HARDWARE, LLC	PADLOCKS	155.94
40022026-34423	04/24/2026	MARSHALL HARDWARE, LLC	PAINT	48.99
4501	04/24/2026	MARSHALL WELDING & FAB	CUT MATERIAL, 5" GALV BEAM	104.00
23-039 - 37	04/24/2026	MCKENNA	BUILDING INSPECTION CONTRACT FOR FORD FE	108,369.44
62829842	04/24/2026	MCMaster-CARR	PADLOCKS	254.72
315108226054250	04/24/2026	MENARDS COMMERCIAL	CREDIT ACCT NO. 587737 GARAGE FLOOR COAT	437.11
315108626016375	04/24/2026	MENARDS COMMERCIAL	CREDIT ACCT NO. 587737 WATER COOLER, WAL	263.97
2025SUMMERIFTFINAL	04/24/2026	MICHIGAN DEPARTMENT OF	2025 SUMMER IFT FINAL (MARSHALL)	309,807.11
2025WINTERIFTFINAL	04/24/2026	MICHIGAN DEPARTMENT OF	2025 WINTER IFT FINAL (MARSHALL)	154,573.12
2025SUMMERLANDFINAI	04/24/2026	MICHIGAN DEPARTMENT OF	2025 SUMMER LAND BANK FINAL	1,043.57
2025WINTERLANDFINAI	04/24/2026	MICHIGAN DEPARTMENT OF	2025 WINTER LAND BANK FINAL	694.96
2025SUMMERIFTFINALH	04/24/2026	MICHIGAN DEPARTMENT OF	2025 SUMMER IFT FINAL (HARPER CREEK)	105,032.47
2025WINTERIFTFINALH	04/24/2026	MICHIGAN DEPARTMENT OF	2025 WINTER IFT FINAL (HARPER CREEK)	9,515.51
2066651	04/24/2026	MILLER JOHNSON ATTORNE	CLIENT NO. 52636 SERVICES THROUGH 3/31/2	135.00
29991561	04/24/2026	MSC INDUSTRIAL SUPPLY	BLUE, GREEN, RED, & ORANGE MARKING PAINT	935.64
29991571	04/24/2026	MSC INDUSTRIAL SUPPLY	GREEN MARKING PAINT	108.00
04/24/2026	04/24/2026	MUNDEY, PATRICIA	UB refund for account: 2603240001	133.97
676567	04/24/2026	NAPA OF MARSHALL	ACCT NO. 1400 OIL	12.99
676637	04/24/2026	NAPA OF MARSHALL	ACCT NO. 1400 AIR FILTERS	69.67
04202026	04/24/2026	NASH, WILL	TRAVEL REIMBURSEMENT TO FIRE INSPECTOR C	210.48
04/24/2026	04/24/2026	NOEL, MATTHEW	UB refund for account: 3205400049	6.74
138088	04/24/2026	O'LEARY WATER CONDITIO	DPW BOTTLED WATER	32.00
3399212	04/24/2026	OFFICE THREE SIXTY INC	COPY PAPER	257.94
1432	04/24/2026	PENDO PRODUCTS LLC	NITRILE GLOVES	278.00
04/24/2026	04/24/2026	PT0123, LLC	UB refund for account: 1701020004	79.26
68862	04/24/2026	PURE LUBE CENTERS, INC	OIL CHANGE VEHICLE #116	98.99
04032026	04/24/2026	QUADIENT FINANCE USA,	ACCT NO. 7900 0440 5582 9307 POSTAGE MAR	3,039.00
26-0455	04/24/2026	QUALITY EXCAVATORS INC	5 YARDS SAND, 2 YARDS COURSE CRUSH	229.00
26-0456	04/24/2026	QUALITY EXCAVATORS INC	6 YARDS SAND	150.00
185754	04/24/2026	RIVERSIDE FIRE & SECUR	SERVICED SMOKE DETECTOR SYSTEM AT PSB	942.70
04/24/2026	04/24/2026	SARAH MEYER	UB refund for account: 4223	50.00
04012026	04/24/2026	SPARTAN STORES, LLC	CUST NO. 021063 OPERATING SUPPLIES	389.71
761-11410774	04/24/2026	STATE OF MICHIGAN	CUST ID: 156863 WATER SAMPLE TESTING	30.00
R306074126:01	04/24/2026	STOOPS FREIGHTLINER	REPAIRS TO VEHICLE #328	740.47
04/24/2026	04/24/2026	THE MILLHAVEN	UB refund for account: 3480	92.40
2804	04/24/2026	THE WOODHILL GROUP, LL	FINANCE & ACCOUNTING SERVICES	218.75
27263	04/24/2026	TIRE CITY AUTO REPAIR	ALIGNMENT CHECK VEHICLE #107	37.35
314	04/24/2026	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 4/13/26 - 4/17/2	3,952.00
INV0099522	04/24/2026	USABUEBOOK	LAB SUPPLIES	2,598.27
6140044445	04/24/2026	VERIZON WIRELESS	ACCT NO. 987146080-00001 3/2/26 - 4/1/26	1,719.09
399470	04/24/2026	VIEW NEWSPAPER GROUP	ACCOUNT ID: 103068 ABANDONED VEHICLE AUC	18.55
399301	04/24/2026	VIEW NEWSPAPER GROUP	ACCOUNT ID: 100527 NEWSPAPER ADS MARCH 2	1,722.00
04/24/2026	04/24/2026	WYATT, JONATHAN & JENN	UB refund for account: 2901240013	78.43

04/25/2026 08:03 AM
User: KWAGNER
DB: Marshall

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 04/24/2026 - 04/24/2026
JOURNALIZED
PAID

Page: 4/4

INVOICE NUMBER	EXPECTED CHECK RUN	VENDOR NAME	DESCRIPTION	AMOUNT PAID
CHECK TYPE: PAPER CHECK				
TOTAL CHECK				920,345.03
GRAND TOTAL:				1,118,628.18

ITEM: 7.C

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
Martin Erskine, Fire Chief
Joshua Lankerd, Chief of Police
DATE: May 4, 2026
SUBJECT: **SPECIAL EVENT REQUEST - STEP OUT OF DARKNESS**

A special event application has been submitted for a Step out of the Darkness suicide prevention event sponsored by United Steps. The event is scheduled for September 10, 2026 from 2pm to 9pm at the fountain.

The event sponsor is requesting an electrical drop for the event and use of the Fountain Circle. They are requesting no other city services or closures. They will be using candles for luminaries as remembrance items.

BUDGET IMPACT:

The estimated costs for this event are \$35, which is less than the \$500 non-profit waiver.

RECOMMENDATION:

Approve the Step Out of Darkness Special Event Request for September 10, 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: STEP OUT OF THE DARKNESS LUMINARY / WALK

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

Mailing/Billing Address: [Redacted]

City/State/ZIP Code: DELAND, FL. 32724

Business Phone: [Redacted] Cell Phone: [Redacted]

Email Address(es): [Redacted]

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: THURSDAY SEPT. 10TH, 2024
2pm - 9pm

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

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

3. Please describe the event(s): LUMINARY + WALK to help promote SUICIDE PREVENTION AND AWARENESS IN OUR COMMUNITY

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

5. Does this event require a street closure? [] Yes [X] 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?
Normal Annual Date? SEPT 10TH Yes No
- 7. Have you included a map indicating the location of your event?* Yes No
- 8. Is your event located within the Downtown Development Authority? Yes No
- 9. Does the applicant wish to prohibit vending within the event area? Yes No
- 10. Does the applicant plan to include vending as part of this event? Yes No
- 11. Will this event include the use of signs? Yes No
- 12. Will the event require the hanging of a banner? Yes No
- 13. Is the applicant requesting special parking arrangements, such as reserved parking? Yes No

Public Services

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

Public Safety

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

Alcohol Consumption

NON FLAMABLE CANDIES

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

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: Breck Searle

Printed Name: BRECK SEARLE Date: 3-17-2026

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.

ITEM: 7.D

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: May 4, 2026
SUBJECT: **MARSHALL AREA FARMERS MARKET - PARKING LOT USE**

Staff is requesting City Council approval to permit the Marshall Area Farmers Market to once again use the City-owned parking lot located at 125 W. Green Street for its 2026 Spring and Summer market season.

The Marshall Area Farmers Market has successfully utilized the parking lot at 125 W. Green Street for several years as its primary location during the warmer months. This central and visible location supports local vendors and provides a convenient and accessible venue for residents and visitors to purchase fresh, local products.

The 2025 Spring/Summer market season is scheduled to begin on May 2nd and run through October 31st (with No Market on July 4th, 2026), operating primarily on Saturday mornings from 8 AM – 12 PM. The Market team will continue to manage setup, take down, and coordination to ensure minimal disruption to surrounding properties and traffic.

BUDGET IMPACT:
None.

RECOMMENDATION:
Approve the use of the 125 W. Green Street municipal parking lot for the Marshall Area Farmers Market 2025 Spring and Summer season (May 2nd - October 31st, 2026).

ITEM: 7.E

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
DATE: May 4, 2026
SUBJECT: METRO ACT PERMIT EXTENSION - WINDSTREAM NORLIGHT, LLC

Pursuant to Public Act 48 of 2002, telecommunications companies requiring access to the City public right-of-way for a telecommunications system are required by State law to obtain a Metropolitan Extension Telecommunications Right-of-Way Oversight Act (METRO) permit.

Since at least 2015, Windstream Norlight, LLC (formerly Norlight Telecommunications, Inc.) has held a METRO Act permit. We have received a new renewal request for a term ending on April 13, 2030.

They remain in compliance with the METRO Act, and we are recommending that the requested permit extension be approved.

BUDGET IMPACT:

100% of the fees collected under the METRO Act by the State of Michigan will be distributed back to the City of Marshall per the Public Act 48 of 2002 formula. The annual revenue received is deposited in the Major Street Fund, as the funds are specifically designated for right-of-way related purposes.

RECOMMENDATION:

Approve the Windstream Norlight, LLC METRO Act right-of-way extensions for terms ending on April 13, 2025, and April 13, 2030, and authorize the City Manager to sign the necessary documents.



METRO ACT RIGHT OF WAY PERMIT EXTENSION

April 23, 2026

Michelle Eubank, City Clerk
City of Marshall, MI
323 W. Michigan Avenue
Marshall, MI 49068

Dear Ms. Eubank,

This is a letter agreement which extends the existing METRO Act Permit issued by City of Marshall, a Michigan municipal corporation, located at 323 W. Michigan Avenue, Marshall, MI 49068, to Windstream Norlight, LLC, formerly Norlight Telecommunications, Inc., with corporate offices located at 4005 Rodney Parham Road, Little Rock, AR 72212, which expired on April 13, 2020. The extension is for a term to end on April 13, 2025.

If this is agreeable, please sign this extension letter agreement in the place provided below and email to Michelle Junk-Yauslin at michelle.junk-yauslin@uniti.com .

If you have any questions, please feel free to contact Michelle via email or at 319-241-3017 or Eshe via email at eshe.obaro@uniti.com.

Agreed to by and on behalf of
City of Marshall

Agreed to by and on behalf of
Windstream Norlight, LLC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____



METRO ACT RIGHT OF WAY PERMIT EXTENSION

April 23, 2026

Michelle Eubank, City Clerk
City of Marshall, MI
323 W. Michigan Avenue
Marshall, MI 49068

Dear Ms. Eubank,

This is a letter agreement which extends the existing METRO Act Permit issued by City of Marshall, a Michigan municipal corporation, located at 323 W. Michigan Avenue, Marshall, MI 49068, to Windstream Norlight, LLC, formerly Norlight Telecommunications, Inc., with corporate offices located at 4005 Rodney Parham Road, Little Rock, AR 72212, which expired on April 13, 2025. The extension is for a term to end on April 13, 2030.

If this is agreeable, please sign this extension letter agreement in the place provided below and email to Michelle Junk-Yauslin at michelle.junk-yauslin@uniti.com.

If you have any questions, please feel free to contact Michelle via email or at 319-241-3017 or Eshe via email at eshe.obaro@uniti.com.

Agreed to by and on behalf of
City of Marshall

Agreed to by and on behalf of
Windstream Norlight, LLC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ITEM: 7.F

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
William Dopp, Finance Director/ City Treasurer
Kristina Wagner, Purchaser
DATE: May 4, 2026
SUBJECT: **CONTRACT - TOSHIBA PRINT SERVICES**

The City’s current printer service contract with Xerox Business Solutions is set to expire in May 2026. In preparation, the City’s Purchasing Agent solicited quotes from several providers based on our current printing needs. The expense is below our purchasing threshold requirement for a formal RFP.

The City received three proposals — from Applied Innovation, Toshiba, and Xerox (MOS). For ease of comparison, all quotes were converted to quarterly costs at our current level of service.

Quarterly Costs:

	Quarterly Equipment	Quarterly Maintenance Expense	Total Quarterly
Applied Innovation	3751.56	2189.18	5940.74
Toshiba	3735.00	2057.85	5792.85
Xerox	7885.95	1198.24	9084.19

Toshiba is the lowest-cost option, providing an estimated annual savings of over \$12,000 compared to our current provider, Xerox. In addition, Toshiba’s equipment functionality and service response times were comparable to, or better than, the other proposals received.

The City Attorney has reviewed the attached Toshiba agreement and noted key provisions for staff consideration.

BUDGET IMPACT:

Printing services are budgeted annually, and the estimated yearly savings of \$12,000 from switching providers will be allocated among the departments that utilize and pay for these services.

RECOMMENDATION:

Approve the printing services agreement with Toshiba, and authorize the City Manager to sign the necessary documents.

TERMS AND CONDITIONS

- Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Agreement from time to time signed by you and us. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on page 1 of this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Agreement or the Equipment. Toshiba Financial Services (TFS) is not responsible for service or maintenance of the Equipment and is not party to any service maintenance agreement.
- Lease Commencement:** This Agreement will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on page 1 of this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).
- Image Charges:** Each month during the term of this Agreement, you agree to remit to us the Payment and all other sums when due and payable to the address we provide to you from time to time. In return for the Payment, you are entitled to produce the Images (set forth on page 1 of this Agreement) included for each applicable image type each month. You also agree to pay us the Excess Image charge (set forth on page 1 of this Agreement) for each metered image that exceeds the applicable Images Included. We reserve the right to estimate the number of images used if you do not provide us with meter readings within seven days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never remit to us less than the Minimum Payment each month. You agree that we reserve the right to increase the maintenance and supplies portion of the Lease Payment and/or the Excess Image charge each year during the Term of the Schedule by an amount not to exceed fifteen percent (15%) of the Payment and/or the Excess Image charge in effect at the end of the prior annual period. At our option, you will: (a) provide meter readings via an automated website when requested by us. We may charge a fee to recover the cost of meter collections if meters are requested but not submitted through the automated website. (b) Provide us by telephone or facsimile the actual meter readings when requested by us. (c) Allow us (or our agent) access to the Equipment to obtain meter readings. (d) Allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit the automatic meter reading device periodically. If you have a dispute with your service provider, you continue to pay us all Payments and Excess Image charges without deductions or withholding deductions. Images made on Equipment marked as "Customer Owned" will be included in determining your image and excess charges.
- WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
- Statutory Finance Lease:** You agree that this Agreement qualifies as a statutory Finance Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
- Security Interest:** You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us.
- Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.
- Software:** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such License, if any, throughout the applicable term. We are not responsible for the software or the obligations of you or the software licensor under any License Agreement. If any items are listed with the Equipment and denoted as "Software as a Service" you understand the Payment set forth on page 1 includes the periodic amount you have agreed to pay for the software/subscription services described in your Master Software and Services Agreement and/or your Statement of Services relating to such software/subscriptions services ("SaaS") with Toshiba America Business Solutions Inc. ("TBS"). Please reference your SaaS for a description of your rights and obligations with respect to such software/subscriptions services. You acknowledge the SaaS is separate from this Agreement, it shall not affect your obligations under this Agreement in any way, and TBS is solely responsible for the performance obligations related to SaaS.
- Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. In addition, you agree to pay us a UCC filing fee of \$35.00.
- Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement.
- Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Agreement. You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have us and our assigns named as lender's loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates of evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement: (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. Once an acceptable certificate of evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
- Right to Perform:** If you fail to comply with any provision of this Agreement, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
- Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.
- Default:** You will be in default under this Agreement if: (a) we do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you or your guarantor become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in you or any guarantor's financial, business or operating condition.
- Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 2% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause (3)(i) over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 12% per annum, and (e) exercise any other remedies available to us at law or in equity, including requiring you to immediately stop using any financed software. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
- Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
- Automatic Renewal:** Except as set forth in Section 16, this Agreement will automatically renew on a month-to-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
- Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
- Assignment:** We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Agreement or any rights thereunder or any Equipment subject to this Agreement without our prior written consent.
- Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. We may make a profit on such a fee.
- Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
- Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
- Transition Billing:** In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.
- Miscellaneous:** This Agreement contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and a duly authorized representative of us, and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. You hereby consent to receive electronic marketing communication on Toshiba products and services. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.
- Maintenance and Supplies Agreement ("MSA") with TBS:**
 - TBS agrees to provide full service maintenance including toner, developer and parts necessary to produce an image. TBS will provide inspections as required, which may be made in conjunction with regular or emergency service calls. If, upon your request, service is provided at a time other than during TBS's normal business hours, you will be charged at TBS's customary rates. TBS will not be obligated to provide service for repairs made necessary as a result of service by personnel not authorized by TBS or the use of supplies other than those provided by TBS. Separate charges for repairs or parts replacement due to the foregoing shall be borne by you.
 - Except as provided below, TBS will replace parts necessary to produce an image, consumables and supply items without charge. You agree to replace any parts, consumables and supply item as a result of carelessness on the part of the operator, accident, misuse (including failure to follow the manufacturer's published operating manual) abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water, or other casualty.
 - If you are in default under the MSA, TBS has the right to deny performing any service and/or supplying any products.
 - Under the MSA, TBS's liability with respect to any property damage or injury (including death) to persons arising out of or connected with service performed under this Agreement is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
 - Title to all supplies furnished hereunder including toner and toner bags remains with TBS until you consume said supplies to the extent they may not be further utilized in the image making process. We may charge you a supply freight fee to cover the cost of shipping supplies. You agree to use the supplies provided at "no charge" on the Equipment. You will not take designated supplies from Equipment to be used in any other Equipment not covered by this Agreement. You must purchase paper and staples separately.
 - Stated supply item yields represent 100% of manufacturer stated yields based on standard "letter size" copies with 6% image coverage. At the end of each annual billing period or billing cycle, you will be billed for any toner used in excess of that required based on yields stated above.

TOSHIBA

SCHEDULE "A"

TOSHIBA

FINANCIAL SERVICES

APPLICATION NUMBER

AGREEMENT NUMBER

This Schedule "A" is to be attached to and becomes part of the item description for the referenced Agreement by and between the undersigned and **Toshiba Financial Services**.

CUSTOMER CONTACT INFORMATION

Legal Company Name: City of Marshall	Fed. Tax ID#:
Contact Person: Kristina Wagner	Bill-To Phone: 269-781-5183 Bill-To Fax:
Billing Address: 323 W. Michigan	City, State - Zip: Marshall, MI 49068
Equipment Location:(if different than above or if multiple locations see below)	City, State - Zip:

EQUIPMENT DESCRIPTION

ITEM DESCRIPTION	MODEL NO.	EQUIPMENT LOCATION (INCLUDE CITY, STATE - ZIP)	SERIAL NO.
Lexmark C2335	50M0160	714 Old US 27 N., Marshall, MI 49068	
Lexmark C2335	50M0160	714 Old US 27 N., Marshall, MI 49068	
Lexmark C2335	50M0160	323 W. Michigan, Marshall, MI 49068	
Lexmark C2335	50M0160	323 W. Michigan, Marshall, MI 49068	
Lexmark M3350	38S0520	323 W. Michigan, Marshall, MI 49068	
Lexmark XC2335	50M7180	832 E. Green Street, Marshall, MI 49068	
Lexmark XC2335	50M7180	900 South Marshall Avenue, Marshall, MI 49068	
Lexmark XC2335	50M7180	1201 Arms Street, Marshall, MI 49068	
Lexmark XM3350	38S0940	714 Old US 27 N., Marshall, MI 49068	
Toshiba e-STUDIO3525ACG	ESTUDIO3525ACG	900 South Marshall Avenue, Marshall, MI 49068	
Toshiba e-STUDIO3525ACG	ESTUDIO3525ACG	801 Industrial Road, Marshall, MI 49068	
Toshiba e-STUDIO3525ACG	ESTUDIO3525ACG	323 W. Michigan, Marshall, MI 49068	
Toshiba e-STUDIO3525ACG	ESTUDIO3525ACG	906 S. Marshall Ave, Marshall, MI 49068	
Toshiba e-STUDIO3525ACG	ESTUDIO3525ACG	323 W. Michigan, Marshall, MI 49068	
Toshiba e-STUDIO5525ACG	ESTUDIO5525ACG	323 W. Michigan, Marshall, MI 49068	
Toshiba e-STUDIO5525ACG	ESTUDIO5525ACG	900 South Marshall Avenue, Marshall, MI 49068	
Toshiba e-STUDIO5525ACG	ESTUDIO5525ACG	714 Old US 27 N., Marshall, MI 49068	
Brother MFC-L8850CDW (Svc Only)	Brother MFC-L8850CDW	900 South Marshall Avenue, Marshall, MI 49068	U63786D6J308263
HP LaserJet Pro CP1525nw Color Printer (Svc Only)	HP LaserJet Pro CP1525nw Color Printer	900 South Marshall Avenue, Marshall, MI 49068	CNBF138708
HP LaserJet Enterprise M605n (Svc Only)	HP LaserJet Enterprise M605n	900 South Marshall Avenue, Marshall, MI 49068	CNDCK1K10V
HP LaserJet Enterprise M605n (Svc Only)	HP LaserJet Enterprise M605n	900 South Marshall Avenue, Marshall, MI 49068	CNDCK1K10Z
Lexmark MS410dn (Svc Only)	Lexmark MS410dn	714 Old US 27 N., Marshall, MI 49068	451431LM08ZVC
HP LaserJet Enterprise 600 M602dn (Svc Only)	HP LaserJet Enterprise 600 M602dn	323 W. Michigan, Marshall, MI 49068	CNCCG111MR
HP Color LaserJet CP2025dn (Svc Only)	HP Color LaserJet CP2025dn	323 W. Michigan, Marshall, MI 49068	CNGSC10347
HP LaserJet Enterprise M605n (Svc Only)	HP LaserJet Enterprise M605n	323 W. Michigan, Marshall, MI 49068	CNDCK1K116
HP LaserJet Enterprise M605n (Svc Only)	HP LaserJet Enterprise M605n	323 W. Michigan, Marshall, MI 49068	CNDCK1K11D
HP Color LaserJet Pro MFP M477fdn (Svc Only)	HP Color LaserJet Pro MFP M477fdn	619 Homer Road, Marshall, MI 49068	VNB8J1KG00
HP Color LaserJet Pro MFP M477fdn (Svc Only)	HP Color LaserJet Pro MFP M477fdn	619 Homer Road, Marshall, MI 49068	VNB8H9G00P
HP LaserJet Pro 200 Color M251nw (Svc Only)	HP LaserJet Pro 200 Color M251nw	906 S. Marshall Ave, Marshall, MI 49068	CND1H22974

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned, who acknowledges receipt of a copy. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Name: Michelle Eubank	Signature: X	Title: Clerk	Date:
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TOSHIBA

SALES ORDER

SO-2.0.0

SALES PACKET NUMBER

ORDER DATE

Sales Representative: Michael Hornsby

CUSTOMER INFORMATION

Customer Name: City of Marshall		Tax ID#:
Billing Address: 323 W. Michigan	Phone #: 269-781-5183 Ext:	Fax#:
Address 2:	Contact: Kristina Wagner	Customer PO#:
City: Marshall State: MI Zip: 49068	eMail: kwagner@cityofmarshall.com	

EQUIPMENT AND SUPPLIES

QTY.	EQUIPMENT & ACCESSORIES	PRODUCT NUMBER	SHIP TO ADDRESS	UNIT PRICE	AMOUNT
1	Toshiba e-STUDIO5525ACG	ESTUDIO5525ACG	714 Old US 27 N. Marshall, MI 49068		SEE LEASE
1	DSDF Document Feeder	MR4010			
1	Fax Unit / 2nd Line Fax Unit	GD1370N			
1	Copier Stand	STAND5015			
1	Toshiba e-STUDIO5525ACG	ESTUDIO5525ACG	900 South Marshall Avenue Marshall, MI 49068		
1	Copier Stand	STAND5015			
1	DSDF Document Feeder	MR4010			
1	Fax Unit / 2nd Line Fax Unit	GD1370N			
1	65-sheet Multi-Staple Finisher	MJ1113			
1	Bridge Kit	KN5005			
1	Lexmark M3350	38S0520	323 W. Michigan Marshall, MI 49068		
1	Toshiba e-STUDIO3525ACG	ESTUDIO3525ACG	906 S. Marshall Ave Marshall, MI 49068		
1	DSDF Document Feeder	MR4010			
1	Copier Stand	STAND5015			
2	Toshiba e-STUDIO3525ACG	ESTUDIO3525ACG	323 W. Michigan Marshall, MI 49068		
2	DSDF Document Feeder	MR4010			
2	Copier Stand	STAND5015			
2	Fax Unit / 2nd Line Fax Unit	GD1370N			
1	Toshiba e-STUDIO5525ACG	ESTUDIO5525ACG	323 W. Michigan Marshall, MI 49068		
1	DSDF Document Feeder	MR4010			
1	Fax Unit / 2nd Line Fax Unit	GD1370N			
1	Copier Stand	STAND5015			
1	Lexmark XM3350	38S0940	714 Old US 27 N. Marshall, MI 49068		
1	550-Sheet Tray	38S3110			
1	Lexmark XC2335	50M7180	832 E. Green Street Marshall, MI 49068		

SPECIAL INSTRUCTIONS

	Sub Total	SEE LEASE
	Other	
	EOL/Security	
	Professional Fees	
	Connectivity Fees	
	Move Fees	
	Taxable Total	
	Sales Tax %	
	Tax Paid	
	Advance Paid	
Total	SEE LEASE	

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.
 By signing this agreement, the customer acknowledges that he/she has read and understood the terms and conditions of this agreement.

1. **Limited Warranty.** The seller warrants that the goods to be delivered will be of the kind and quality described in this Agreement and will be free of defects in workmanship or material. Should any failure to conform to this warranty appear within ninety (90) days after the initial date of installation in the case of new goods, or thirty (30) days after the initial date of installation in the case of used or reconditioned goods, the seller at its option, shall correct such defects by suitable repair or replacement at its own expense, upon notification thereof and substantiation that the goods have been stored, installed, maintained, and operated in accordance with the Seller's recommendations or standard industry practice. The foregoing warranty does not apply to consumable parts such as, but not limited to, drums, cleaning brushes, filters, developer, toner, heat and oiler tubes, pressure pads, lamps, lenses and fuses.

This warranty is exclusive and is in lieu of any warranty of merchantability, fitness for a particular purpose or other warranty of quality, whether express or implied, except of title and against patent infringement. Correction of non-conformities, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Seller to the Customer with respect to, or arising out of the goods, whether based on contract, negligence, strict tort liability of otherwise.

Print Name: Michelle Eubank	Signature: X	Title: Clerk	Date:
TBS ACCEPTANCE			
Print Name:	Signature: X	Title:	Date:

TOSHIBA

REQUEST FOR CERTIFICATE OF INSURANCE (PROPERTY COVERAGE)

TOSHIBA

FINANCIAL SERVICES

AGREEMENT NUMBER

CUSTOMER: PLEASE FILL IN YOUR INSURANCE INFORMATION AND SEND TO YOUR INSURANCE AGENT

To: Customer's Insurance Agent	Description of Item(s) to be Insured:
Name of Agency:	Toshiba e-STUDIO5525ACG (3)
Agent:	Lexmark M3350
Address:	Toshiba e-STUDIO3525ACG (5)
Phone:	Lexmark XM3350
Fax:	Lexmark XC2335 (3)
E-mail:	Lexmark C2335 (4)

Insurable Value: \$288,617.02

The below-stated Customer intends to or has entered into a financing agreement ("Agreement") with Toshiba Financial Services ("Creditor") for the above-referenced item(s) ("Equipment"). Creditor requires proof in the form of Certificates of Insurance that Customer's insurable interest in the Equipment meets Creditor's requirements as follows:

- Certificate of Property Coverage: Customer must carry PROPERTY insurance in an amount no less than the Insurable Value (with deductibles no more than \$25,000). Creditor AND/OR ITS ASSIGNS shall be listed as LENDER'S LOSS PAYEE on such policy.**
- The Certificate Holder on the above-referenced policies shall be listed as follows:**
Toshiba Financial Services and/or its assigns
1310 Madrid Street, Suite 101
Marshall, MN 56258
- Please e-mail a copy of the above-referenced Certificates of Insurance to City of Marshall, and ef.insurance.group@onlinecomment.com, referencing Application # _____ on the cover sheet, as soon as possible. If you have any questions, please contact us at: 1-800-828-8246.

By signing below, Customer authorizes the above-named Insurance Agent to immediately endorse the insurance policies and subsequent renewals to reflect the required coverage, as outlined above. In addition to providing Creditor with a copy of the Certificates of Insurance, as stated above, Customer hereby requests Insurance Agent to send to Creditor any subsequent renewals of such insurance policies, by mail, at the address listed above.

City of Marshall, Michelle Eubank
Customer

X
Signature

Clerk
Title Date

**Customer: THIS FORM IS PROVIDED FOR YOU TO APPROVE, COMPLETE AND SEND TO YOUR INSURANCE AGENT.*

SALES PACKET NUMBER

DATE

Sales Representative: Michael Hornsby

CUSTOMER INFORMATION

Customer Name: City of Marshall	Customer Contact: Kristina Wagner		
Billing Address: 323 W. Michigan	Phone #: 269-781-5183	Ext.	Customer PO #:
Suite #:	Meter Contact: Kristina Wagner		Meter Phone: 269-781-5183
City: Marshall	State: MI	Zip: 49068	Meter Email: kwagner@cityofmarshall.com

METER COLLECTION CHOICES:



What is Toshiba's Automated Meter Read Program (AMR)? As part of your service contract with TBS, you are required to report usage data for all your printers, copiers, and multifunction devices. With manual reporting, you must go to each device, record the serial numbers and meter readings, and submit this information via email, fax or phone. Toshiba's AMR program automatically gathers usage data for each device and sends it securely to TBS at scheduled intervals. The result is more accurate and timely reporting, fewer billing errors, and less busy work for you.

How much does Toshiba AMR cost me?

Nothing. Ever.

What information does AMR gather?

The automated meter reading system captures all required information for billing purposes; Machine model, Serial number, and usage information.

Is the transmission secure?

Yes. Data is completely secure.

Toshiba Business Solutions IT Team will work with you to set up equipment meter collections in the priority listed below:

1 Automated Meter Read (e-Bridge CloudConnect)

Your Toshiba system will be equipped with two-way communication capabilities. TBS will provide updates, system back ups, and meter collection automatically. Equipment MUST be connected to your network.

2 Automated Meter Read (On Site Software)

TBS will provide free AMR software that will automatically pull meter information and input into TBS billing system. Equipment MUST be connected to your network.

3 Meters Online (MOL)

An automatic meter request is sent to the End User directly from the TBS billing system. End User collects the meter readings and goes to <http://meters.toshiba.com> and enters the meters online manually. All meters submitted via online are electronically imported into the TBS billing with no manual entry or interaction by TBS.

TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. TBS reserves the right to convert Customer to a flat fee, based upon the greater of a specific unit's historical average volume or the device type's midpoint manufacturer recommended volume, if meters are not made available for the device(s) after 3 consecutive billing periods.

ELECTRONIC INVOICING CHOICE:

Toshiba is committed to the environment through its worldwide green initiatives. One of the primary goals of Toshiba's green initiatives is environmental management through corporate social responsibility. One of TBS's Eco-Innovation initiatives is to convert to electronic invoicing whenever possible. Converting to electronic invoicing will enable TBS to decrease its consumption of environmental resources tremendously.

Please select if you will accept Electronic Invoices when possible: Yes No

Upon receipt of first TFS Lease invoice, visit www.financing.eportaldirect.com or call 1-800-328-9092 to register.

Please select preferred Electronic Invoice Method (TBS Invoices Only):

Email Attachment Only:

PDF copy of invoice sent to email listed below

Invoice Portal Access:

Link to web portal allowing invoicing viewing and E-Pay option. Email will be sent with link when new invoices generate.

Email Address for invoice notifications: AccountsPayable@cityofmarshall.com

CUSTOMER ACCEPTANCE:

Print Name: Michelle Eubank

Signature:

Title: Clerk

Date:

TOSHIBA

CONNECTIVITY OPTIONS AGREEMENT

CA-1.0.0

SALES PACKET NUMBER

EFFECTIVE DATE

Sales Representative: Michael Hornsby

CUSTOMER INFORMATION

Customer Name: City of Marshall	Customer Contact: Kristina Wagner		
Billing Address: 323 W. Michigan	Phone #: 269-781-5183	Ext.	Customer PO #:
Address 2:	IT Contact: Kristina Wagner		IT Phone #: 269-781-5183
City: Marshall	State: MI	Zip: 49068	eMail: kwagner@cityofmarshall.com

CONNECTIVITY OPTIONS (Check All That Apply)

 OPTION A: Network Administrator Integration and Training FREE (\$400 VALUE) (Remote)

Includes basic device configuration, print driver installation on up to three workstations and administrator training. Additional Professional Services will be billed at published TBS Professional Services rates. Includes Remote Orientation of an Administrator to controller on their network, installation of 3 workstations for printing, scanning, and PC faxing. Connection Project not to exceed 2 hours. Any additional time required beyond 2 hours will be billed at current Professional Services Rates. If less than 2 hours is required, no time is banked for future use. Includes installation of Re-Rite on client server, configuration of 6 advanced scanning workflows; Word, Excel, Text Searchable PDF, PDF Form, Slim PDF, Secure PDF. Workflows include one Advanced Scanning Template Group, 6 Templates, and 4 Re-Rite workflows, all delivered to a common output folder. One hour of MFP Training - No more than 5 users per session - Training covers basic copier functions, printing, and scanning.

 OPTION B: Custom Network Integration - Variable / Additional Charges

	Qty	Charge	Unit Description
• Base Device Configuration - Setup of Network Protocols on Device			Device
• Print Driver Installation			Workstation
• PC Fax Driver Installation			Workstation
• Print Driver and PC Fax Driver on same Workstation			Workstation
• Scan to Copier Controller			Scanning Template
• Scan to Network Folder			Scanning Template
• Scan to Email - Initial Setup of communication to local SMTP server			Initial Setup
- Additional Setup per Scanning Template			Scanning Template
- Off-site SMTP Server			Hour Until Completion
- Additional Setup per Scanning Template			Scanning Template
• Incoming Fax Routing to Copier Controller			Fax Destination
• Incoming Fax Routing to Network Folder Location			Fax Destination
• Incoming Fax Routing to Email - Initial Setup of SMTP Server			Initial Setup
Communication to a Local SMTP Server			
- Additional Setup per Destination			Destination
- Off-site SMTP Server			Hour Until Completion
- Additional Setup per Destination			Destination
• User Code Enforcement			10 User Codes
• Copier Configuration Backup and Restore			Backup/Restore Event

Total Connectivity Fee:

Note: Any Additional Connectivity Services performed not specified above will be billed at a rate of: \$200.00 per hour. Connectivity support may be completed remotely or on-site at the discretion of TBS. Support covers initial installation only.

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name: Michelle Eubank	Signature: X	Title: Clerk	Date:
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DECLINATION

Customer certifies that they have read the statement of work and that they have decided to decline all assistance from TBS regarding the installation of their copier/printer. TBS is under no obligation and has no liability concerning any aspect of the installation process.

Print Name:	Signature: X	Title:	Date:
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TBS ACCEPTANCE

Print Name:	Signature: X	Title:	Date:
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STATEMENT OF WORK

This Statement of Work for Connectivity & Security Options outlines the services and deliverables for the planned implementation. This Statement of Work is intended to detail the obligations of Toshiba Business Solutions (TBS) and the Customer.

CONNECTIVITY OPTIONS - WORK TO BE PERFORMED

Option B: Covers the selected work only. Additional Professional Services fees apply for any additional work at the current TBS Professional Services rates.

Base Device Configuration Includes:

1. Verify proper network settings, i.e., print queue configuration, TCP/IP address, etc.
2. Connect base unit to customer's network via customer supplied/installed cabling.
3. Perform color calibration on base unit and RIP device.

Print Driver Installation Includes:

1. Install print drivers onto designated workstations (up to three – Option A or as specified in Option B.)
2. Confirm print capabilities via standard print driver test page.

Administrator Training Includes:

1. Training on base unit, print driver and RIP software.
2. Orientation of the administrator to the print controller on the network.

While Toshiba print drivers are compatible with most common office applications, TBS does not provide training on specific printing applications.

STATEMENT OF WORK ASSUMPTIONS

The following are the assumptions on which this Statement of Work is based. If any of these assumptions either change or are incorrect, changes to the Statement of Work may be required, which may result in changes to the Connectivity Services fee. Please review this section to make sure these assumptions are correct.

1. Client is responsible for ensuring that all applications and data are successfully backed up prior to TBS beginning work. TBS is not responsible for any lost information.
2. Building environmental conditions are within equipment specifications for airflow, temperature, humidity, and electrical quality.
3. Cabling and WAN Data Communication Lines are properly installed and tested. TBS is not responsible for any improper cabling or issues involving telecommunications lines. All troubleshooting and corrective action will be billed outside of this SOW on a time and materials basis.
4. TBS is not responsible for any conflicts with existing hardware that is no longer supported by the manufacturer.
5. TBS is only responsible for integration tasks outlined in this Statement of Work. Any work outside of this SOW will be handled through a Change Order Request Process, which may require additional billable time and materials. Customer will be informed before any out of scope work is performed.
6. Customer will provide systems personnel for the project familiar with all aspects of Customer's enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this particular project – to work in conjunction with TBS on this implementation. Additionally, a desktop technician may be required to perform client-side duties.
7. All software being utilized is registered and authentic.
8. Equipment is connected to a dedicated power source per product specifications furnished by TBS.
9. All network addresses, print queue names and printer names, etc. are available upon request.

TERMS AND CONDITIONS

The following Terms and Conditions are an amendment to the TBS Maintenance contract. In the event that the Customer has declined a Maintenance contract, the following Terms and Conditions do not apply to this agreement.

Toshiba products and software are warranted to be compatible with hardware and operating systems listed on product specification sheet at time of installation. TBS does not guarantee compatibility with future operating systems or hardware.

Inclusions – Hardware: Service calls, replacement parts for connected devices that allow the equipment to interface with PC's and networks, e.g. printer interface cards, NIC cards, print controllers, print/scan enablers or any other items that enhance the functionality of these products.

Diagnosis of device failures will be limited to confirmation of print capabilities with a laptop computer connected via a crossover cable using a standard print driver test page.

Inclusions – Software: Service calls required as a result of the failure of Toshiba software. Upgrades to Toshiba software are included.

Service Availability: Service calls performed during normal business hours, Monday through Friday, 8:00am to 5:00pm, excluding company holidays.

Exclusions:

1. Electrical work external to the equipment.
2. Charges to install or improve telephone lines.
3. Charges to improve electrical service and/or network lines.
4. Network wiring to improve or connect the hardware to a computer or network.
5. Service necessitated as a result of malfunction of equipment when unauthorized parts, attachments, or conflicting software is used with the equipment.
6. Service necessitated as a result of alterations, malfunctioning computer or network hardware and/or operating systems.

In such event, TBS reserves the right to terminate the maintenance contract if it is determined that such changes, alterations or malfunctions make it impractical to continue to service the equipment.

7. Reinstallation of drivers and/or installation of connected devices due to changes in computer and/or network operating systems, system configuration, addition/upgrades to application software or malfunction of devices.

8. Reinstallation/service required due to the relocation of equipment.

Excluded services will be invoiced to the Customer at TBS's normal hourly labor rate then in effect for Digital Systems Integration Services.

TOSHIBA

REMOVAL REPORT

RR-3.0.0

SALES PACKET NUMBER

DATE

Sales Representative: Michael HornsbyCustomer Name: City of Marshall

This document must be completed and signed by both the customer and a Toshiba Business Solutions (TBS) representative prior to any removal and disposition of equipment from the customer's premises.

EQUIPMENT DETAILS

Physical Location: Copy room				
Address: 900 South Marshall Avenue		Phone #: 269-781-5183	Ext.:	Fax #:
Address 2:		Contact: Kristina Wagner		
City: Marshall	State: MI	Zip: 49068	email: kwagner@cityofmarshall.com	
Leasing Company: Xerox Financial	Lease #: 111-1017736-001	Make/Model: Xerox AltaLink C8155	EOL Option: Has Secure HDD	
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: EHQ226138	EOL Charge: \$0.00	
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Toshiba e-STUDIO5525ACG		

Physical Location: 2nd Floor Electric				
Address: 900 South Marshall Avenue		Phone #: 269-781-5183	Ext.:	Fax #:
Address 2:		Contact: Kristina Wagner		
City: Marshall	State: MI	Zip: 49068	email: kwagner@cityofmarshall.com	
Leasing Company: Xerox Financial	Lease #: 111-1017736-001	Make/Model: Xerox VersaLink C7125	EOL Option: Has Secure HDD	
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: QPH234006	EOL Charge: \$0.00	
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Toshiba e-STUDIO3525ACG		

Physical Location: Line Dept				
Address: 900 South Marshall Avenue		Phone #: 269-781-5183	Ext.:	Fax #:
Address 2:		Contact: Kristina Wagner		
City: Marshall	State: MI	Zip: 49068	email: kwagner@cityofmarshall.com	
Leasing Company: Xerox Financial	Lease #: 111-1017736-001	Make/Model: Xerox VersaLink C405N	EOL Option: Has Secure HDD	
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: 4HX972645	EOL Charge: \$0.00	
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Lexmark XC2335		

Physical Location: General/Offices				
Address: 1201 Arms Street		Phone #: 269-781-5183	Ext.:	Fax #:
Address 2:		Contact: Kristina Wagner		
City: Marshall	State: MI	Zip: 49068	email: kwagner@cityofmarshall.com	
Leasing Company: Xerox Financial	Lease #: 111-1017736-001	Make/Model: Xerox VersaLink C405N	EOL Option: Has Secure HDD	
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: 4HX972264	EOL Charge: \$0.00	
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Lexmark XC2335		

Special Instructions:	
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 SEE ATTACHED REMOVAL REPORT SCHEDULE FOR ADDITIONAL REMOVED DEVICES**Total End of Life Security Option Charges: \$0.00**

DECLINATION

 Customer certifies that they have read the Security Options and that they have decided to decline all assistance from TBS regarding enhanced security on their copier/printer. TBS is under no obligation and has no liability concerning data security on said device. It is the Customer's sole and exclusive responsibility to assure that all data from all disk drives or magnetic media are erased prior to disposition of equipment.

Print Name:	Signature: X	Title:	Date:
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CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name: Michelle Eubank	Signature: X	Title: Clerk	Date:
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TBS ACCEPTANCE

Print Name:	Signature: X	Title:	Date:
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TERMS AND CONDITIONS

FOR ALL ITEMS WITH REMOVAL TYPE OF: CUSTOMER OWNED

The customer representative signed below attests that the above equipment is owned by the customer and is free and clear of any liens or encumbrances. Upon completion of the associated sale, the title and ownership of this equipment is transferred to TBS.

FOR ALL ITEMS WITH A BUYOUT TYPE: PAID BY TBS TO CUSTOMER-AMOUNT TO BE PAID TO CUSTOMER \$0.00

The customer representative acknowledges that said equipment is leased and that the amount paid to customer and disposition, as indicated, of said equipment and its condition will fulfill its contractual obligations under the lease. If for any reason the amount paid to customer does not satisfy the contractual obligations, the customer assumes any remaining liability with the Leasing Company. It is the responsibility of the customer to provide return instructions. If said equipment cannot be returned until the end of the lease term, the customer must notify the Leasing Company in writing in accordance to the terms of the agreement prior to the end of the lease term. Failure to follow this disposition process could result in additional charges. Toshiba Business Solutions does not assume and will not be financially responsible for any lease renewal payments or additional fees or penalties incurred on the lease referenced above for any reason.

EOL OPTION DEFINITIONS

Basic Security: Includes HDD data scrub to DOD standards (5220-22m), NVRAM and Fax Data Scrub, Reloading System Firmware.

Advanced Security: Includes removing and returning unclesaned HDD to customer, Installing new HDD, NVRAM and Fax Data Scrub, Reloading System Firmware.

Remove and Return: Includes removing and returning unclesaned HDD to customer. This option is only available on customer owned devices.

Optimal Security: Includes removal and destruction of HDD, Installing new HDD, NVRAM and Fax Data Scrub, Reloading System Firmware.

No HDD – Privacy Protection: Perform full static memory clear, erases all info like Address Book, Fax, Network info, e-filing, orphaned documents, scan templates, etc - Items not stored on hard drive.

Declined: Customer has declined any assistance from TBS regarding their data and is solely responsible for data security.

No Hard Drive: The device has no hard drive.

Has Secure HDD: Removed device has built in data overwrite and Customer does not require scrubbing or removal.

**REMOVAL REPORT SCHEDULE****RR-1.0.0**Sales Representative: Michael Hornsby

SALES PACKET NUMBER

DATE

EQUIPMENT DETAILS

Physical Location: Josh Lankerd			
Address: 714 Old US 27 N.		Phone #: 269-781-5183	Ext. Fax #:
Address 2:		Contact: Kristina Wagner	
City: Marshall	State: MI	Zip: 49068	email: kwagner@cityofmarshall.com
Leasing Company: Xerox Financial	Lease #: 111-1017736-001	Make/Model: Xerox VersaLink C400DN	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: 7HB463686	EOL Charge: \$0.00
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Lexmark C2335	

Physical Location: Terry Travis			
Address: 714 Old US 27 N.		Phone #: 269-781-5183	Ext. Fax #:
Address 2:		Contact: Kristina Wagner	
City: Marshall	State: MI	Zip: 49068	email: kwagner@cityofmarshall.com
Leasing Company: Xerox Financial	Lease #: 111-1017736-001	Make/Model: Xerox VersaLink B405DN	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: 9HB193368	EOL Charge: \$0.00
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Lexmark XM3350	

Physical Location: Robert Ritsema			
Address: 714 Old US 27 N.		Phone #: 269-781-5183	Ext. Fax #:
Address 2:		Contact: Kristina Wagner	
City: Marshall	State: MI	Zip: 49068	email: kwagner@cityofmarshall.com
Leasing Company: Xerox Financial	Lease #: 111-1017736-001	Make/Model: Xerox VersaLink C400DN	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: 7HB772969	EOL Charge: \$0.00
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Lexmark C2335	

Physical Location: Main Finance			
Address: 323 W. Michigan		Phone #: 269-781-5183	Ext. Fax #:
Address 2:		Contact: Kristina Wagner	
City: Marshall	State: MI	Zip: 49068	email: kwagner@cityofmarshall.com
Leasing Company: Xerox Financial	Lease #: 111-1017736-001	Make/Model: Xerox AltaLink C8155	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: EHQ227356	EOL Charge: \$0.00
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Toshiba e-STUDIO5525ACG	

Physical Location: Tracy Hall			
Address: 323 W. Michigan		Phone #: 269-781-5183	Ext. Fax #:
Address 2:		Contact: Kristina Wagner	
City: Marshall	State: MI	Zip: 49068	email: kwagner@cityofmarshall.com
Leasing Company: Xerox Financial	Lease #: 111-1017736-001	Make/Model: Xerox VersaLink B400N	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: 6HB848641	EOL Charge: \$0.00
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Lexmark M3350	

Physical Location: Building Dept			
Address: 323 W. Michigan		Phone #: 269-781-5183	Ext. Fax #:
Address 2:		Contact: Kristina Wagner	
City: Marshall	State: MI	Zip: 49068	email: kwagner@cityofmarshall.com
Leasing Company: Xerox Financial	Lease #: 111-1017736-001	Make/Model: Xerox VersaLink C7125	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: QNT186116	EOL Charge: \$0.00
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Toshiba e-STUDIO3525ACG	

Physical Location: Main 2nd Floor			
Address: 323 W. Michigan		Phone #: 269-781-5183	Ext. Fax #:
Address 2:		Contact: Kristina Wagner	
City: Marshall	State: MI	Zip: 49068	email: kwagner@cityofmarshall.com
Leasing Company: Xerox Financial	Lease #: 111-1017736-001	Make/Model: Xerox AltaLink C8135 with four-tray module	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: ELQ518276	EOL Charge: \$0.00
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Toshiba e-STUDIO3525ACG	

**REMOVAL REPORT SCHEDULE****RR-1.0.0**

SALES PACKET NUMBER

DATE

Sales Representative: Michael Hornsby**EQUIPMENT DETAILS**

Physical Location: Clerk			
Address: 323 W. Michigan		Phone #: 269-781-5183	Ext. Fax #:
Address 2:		Contact: Kristina Wagner	
City: Marshall	State: MI	Zip: 49068	email: kwagner@cityofmarshall.com
Leasing Company: Xerox Financial	Lease #: 111-1017736-001	Make/Model: Xerox VersaLink C400DN	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: 7HB787153	EOL Charge: \$0.00
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Lexmark C2335	

Physical Location: Assessing			
Address: 323 W. Michigan		Phone #: 269-781-5183	Ext. Fax #:
Address 2:		Contact: Kristina Wagner	
City: Marshall	State: MI	Zip: 49068	email: kwagner@cityofmarshall.com
Leasing Company: Xerox Financial	Lease #: 111-1017736-001	Make/Model: Xerox VersaLink C400DN	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: 7HB786454	EOL Charge: \$0.00
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Lexmark C2335	

Physical Location: Power House			
Address: 906 S. Marshall Ave		Phone #: 269-781-5183	Ext. Fax #:
Address 2:		Contact: Kristina Wagner	
City: Marshall	State: MI	Zip: 49068	email: kwagner@cityofmarshall.com
Leasing Company: Xerox Financial	Lease #: 111-1017736-001	Make/Model: Xerox VersaLink C7025	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: 9TX225082	EOL Charge: \$0.00
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Toshiba e-STUDIO3525ACG	

Physical Location: Water Plant			
Address: 832 E. Green Street		Phone #: 269-781-5183	Ext. Fax #:
Address 2:		Contact: Kristina Wagner	
City: Marshall	State: MI	Zip: 49068	email: kwagner@cityofmarshall.com
Leasing Company: Xerox Financial	Lease #: 111-1017736-001	Make/Model: Xerox VersaLink C405DN	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: 4HX962693	EOL Charge: \$0.00
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Lexmark XC2335	

Physical Location: Alec Egnatuk			
Address: 801 Industrial Road		Phone #: 269-781-5183	Ext. Fax #:
Address 2:		Contact: Kristina Wagner	
City: Marshall	State: MI	Zip: 49068	email: kwagner@cityofmarshall.com
Leasing Company: Xerox Financial	Lease #: 111-1017736-001	Make/Model: Xerox VersaLink C7025	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: 9TX225067	EOL Charge: \$0.00
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Toshiba e-STUDIO3525ACG	

Physical Location: MRLEC			
Address: 714 Old US 27 N.		Phone #: 269-781-5183	Ext. Fax #:
Address 2:		Contact: Kristina Wagner	
City: Marshall	State: MI	Zip: 49068	email: kwagner@cityofmarshall.com
Leasing Company: Toshiba Financial Services	Lease #: 132-1753516-000	Make/Model: Canon imageRUNNER ADVANCE DX C3830i	EOL Option: Has Secure HDD
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: 3FY03064	EOL Charge: \$0.00
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Toshiba e-STUDIO5525ACG	

Physical Location:			
Address:		Phone #:	Ext. Fax #:
Address 2:		Contact:	
City:	State:	Zip:	email:
Leasing Company:	Lease #:	Make/Model:	EOL Option:
Removal Type:	Disposition:	Serial #:	EOL Charge:
Buyout Type:	Paid By:	Replaced By:	

Addendum to Agreement # _____ and any future supplements/schedules thereto, between **City of Marshall** _____, as Customer and **Toshiba Financial Services**, as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or

schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

Toshiba Financial Services

Lessor

Signature

Title

Date

City of Marshall

Customer

X

Signature

Title

Date

Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS. YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) City of Marshall	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 323 W. Michigan	Requester's name and address (optional)
	6 City, state, and ZIP code Marshall, MI 49068	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number	
or	
Employer identification number	

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Michigan Sales and Use Tax Certificate of Exemption

This exemption claim should be completed by the purchaser, provided to the seller, and is not valid unless the information in all four sections is complete. Do not send a copy to Treasury unless one is requested.

SECTION 1: TYPE OF PURCHASE Check one of the following:

- A. One-Time Purchase
Order or Invoice Number: _____
- C. Blanket Certificate
Expiration Date (maximum of four years): _____
- B. Blanket Certificate. Recurring Business Relationship

The purchaser completing this form hereby claims exemption from tax on the purchase of tangible personal property or services purchased from the seller named below. This claim is based upon: the purchaser's proposed use of the property or services; OR the purchaser's exempt status.

Seller's Name and Address

SECTION 2: ITEMS COVERED BY THIS CERTIFICATE

Check one of the following:

1. All items purchased.
2. Limited to the following items: _____

SECTION 3: BASIS FOR EXEMPTION CLAIM

Check one of the following:

1. For Lease. Purchaser will lease the property and elects to pay tax based on rental receipts. Enter sales tax license or use tax registration number: _____
2. For Resale at Retail. Enter Sales Tax License Number: _____
3. Direct Pay - Authorized to pay use tax on qualified transactions directly to Michigan Treasury under account number: _____

The following exemptions DO NOT require the purchaser to provide a number:

4. Agricultural Production. Enter percentage: _____ %
5. Government Entity (U.S. or its instrumentalities, State of Michigan or its political subdivisions), Nonprofit School, Nonprofit Hospital, Church or House of Religious Worship (circle type of organization)
6. Contractor (provide *Michigan Sales and Use Tax Contractor Eligibility Statement* (Form 3520)).
7. For Resale at Wholesale.
8. Industrial Processing. Enter percentage: _____ %
9. Nonprofit Internal Revenue Code Section 501(c)(3), 501(c)(4), or 501(c)(19) Exempt Organization.
10. Nonprofit Organization with an authorized letter issued by Michigan Department of Treasury prior to July 17, 1998 (sales tax) or June 13, 1994 (use tax).
11. Rolling Stock purchased by an Interstate Motor Carrier.
12. Other (explain): _____

SECTION 4: CERTIFICATION

I declare, under penalty of perjury, that the information on this certificate is true, that I have consulted the statutes, administrative rules and other sources of law applicable to my exemption, and that I have exercised reasonable care in assuring that my claim of exemption is valid under Michigan law. In the event this claim is disallowed, I accept full responsibility for the payment of tax, penalty and any accrued interest, including, if necessary, reimbursement to the vendor for tax and accrued interest.

Business Name		Type of Business (see codes on page 2)
Business Address		City, State, ZIP Code
Business Telephone Number (include area code)		Name (Print or Type)
Signature	Title	Date Signed

ITEM: 8.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Joshua Lankerd, Chief of Police
DATE: May 4, 2026
SUBJECT: **POLICE STAFF RECOGNITION AND POLICE WEEK
PROCLAMATION**

Presentations and recognitions are conducted periodically to update and inform the City Council on developments within the Police Department. The Department strives to hold this recognition annually in conjunction with National Police Week. These events provide an opportunity to highlight the accomplishments of our staff and to brief the Council on improvements and changes in our operations and staffing.

The following is an outline of the planned presentation

National Police Week Recognition

Chief Lankerd will give a short speech regarding police work to include the sacrifices officers make to serve and the honor of serving our community. The speech will end with a summary of National Police Week 2026, observed from May 11 through May 16 2026. During this time, we will honor the men and women who have made the ultimate sacrifice in service to their communities with a moment of silence in recognition of those fallen officers.

New Hire Recognition

Introduction and recognition of Officer Joseph Sisco.

Officer of the Year Recognition

Recognition of Officer Jacob Patterson for outstanding service and contributions to the department.

Proclamation

Presentation and acknowledgment of the National Police Week proclamation.

BUDGET IMPACT:

None.

RECOMMENDATION:

Proclaim May 11–16th, 2026 as National Police Week in the City of Marshall.

CITY OF MARSHALL, MICHIGAN

*****PROCLAMATION*****

**National Police Week
May 11-16, 2026**

WHEREAS, To recognize National Police Week 2026 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Marshall Police Department; and,

WHEREAS, since the first recorded death in 1786, there are currently 24,500 law enforcement officers in the United States that have made the ultimate sacrifice and been killed in the line of duty, including 670 members from the State of Michigan; and,

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC; and,

WHEREAS, 363 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 111 officers killed in 2025 and 148 officers killed in the previous year; and,

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 38th Candlelight Vigil, on the evening of May 13, 2026; and,

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff;

THEREFORE, BE IT PROCLAIMED, that the City of Marshall will observe May 11th – 16th, 2026, as National Police Week in the City of Marshall, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Scott Wolfersberger, Mayor
City of Marshall, MI

ITEM: 12.A
ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
DATE: May 4, 2026
SUBJECT: **EASEMENT - MAJOR CAMPUS STORMWATER**

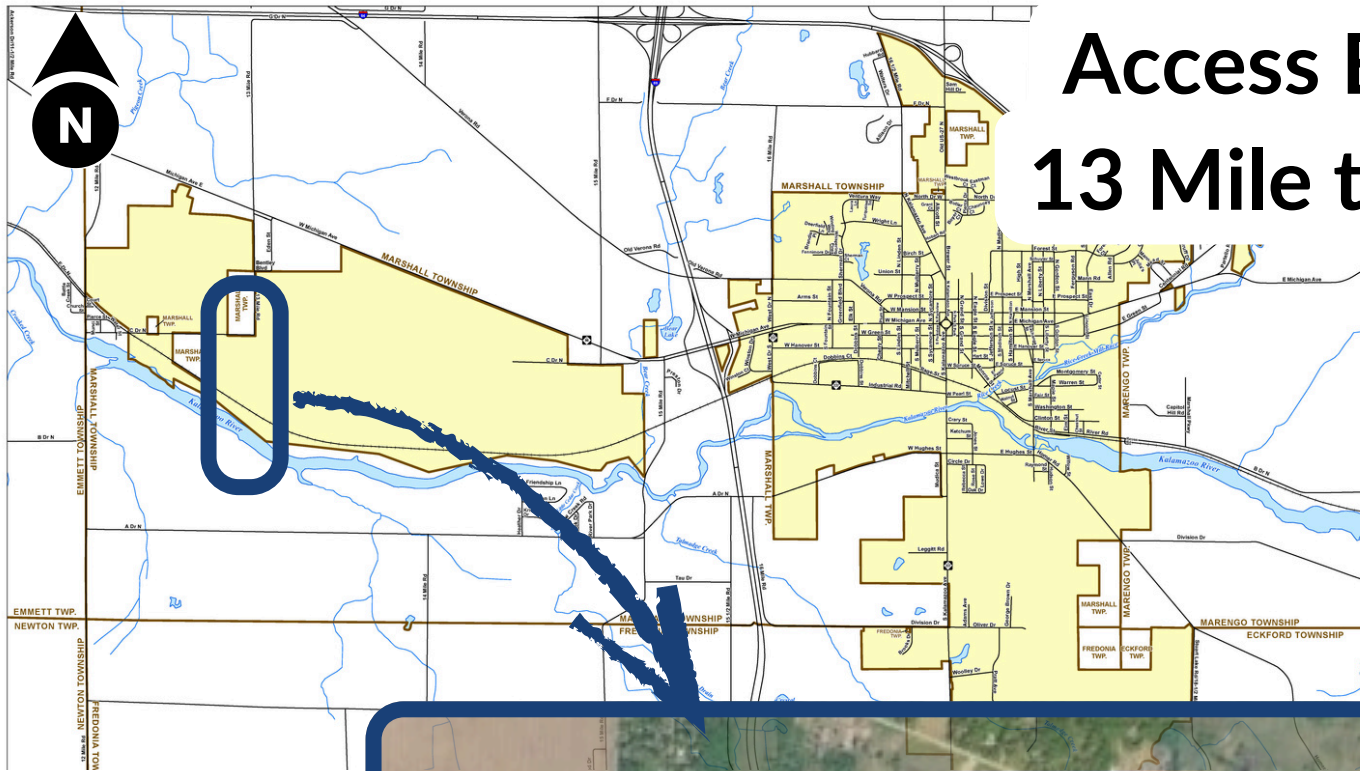
As part of the Major Campus stormwater system, the City will own and operate two culverts traversing the railroad that will allow stormwater to discharge from the Campus to the Kalamazoo River. As presented at the April 6, 2026 City Council Work session on the Major Campus Special Assessment District, this is one of several easements necessary to own, operate, and maintain the stormwater infrastructure built for the campus.

Specifically, this easement is granted jointly to the City of Marshall and Calhoun County. It will provide access from 13 Mile Road to the conservation property south of the railroad tracks. Immediately, the easement will be used by the City to access one of the railroad culverts. Long term, this area is envisioned as both public access to future-owned county property and city access for operations and maintenance of stormwater infrastructure. A graphic of the Major Campus and the location of this easement is included for reference along with the full easement agreement document and exhibits.

BUDGET IMPACT:
None. This easement has no direct impact on the City's budget.

RECOMMENDATION:
Approve the Access Easement Agreement between the City of Marshall and Marshall Area Economic Development Alliance, in substantial form, and authorize the City Manager to sign the necessary documents.

Access Easement 13 Mile to Railroad



 Access Easement



ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this “Agreement”) is made this ____ day of April _____, 2026 (the “Effective Date”) by and between **MARSHALL AREA ECONOMIC DEVELOPMENT ALLIANCE**, a Michigan non-profit corporation, with an address of 323 West Michigan Avenue, Marshall, Michigan 49068 (“MAEDA”), the **CITY OF MARSHALL**, a Michigan municipal corporation, of 323 West Michigan Avenue, Marshall, Michigan 49068 (“City”), and **CALHOUN COUNTY**, a unit of Michigan government, 315 West Green Street, Marshall, Michigan 49068 (“County”). MAEDA, City and County are sometimes referred to individually as a “Party” and together as the “Parties.”

RECITALS:

A. MAEDA owns certain land located in the City of Marshall, Calhoun County, Michigan, more particularly described on **Exhibit A** attached hereto (the “MAEDA Property”).

B. MAEDA is the successor in interest to a certain Railroad Crossing Access Easement Agreement recorded at Liber 4073, Page 294 and attached hereto as **Exhibit B** (“Railroad Crossing Easement”).

C. County will, subject to Michigan Economic Development Corporation (“MEDC”) and Michigan Strategic Fund (“MSF”) approval, own certain land located in the City of Marshall and in Marshall Township “County Property” more particularly described on **Exhibit C**.

D. City will own certain easements and stormwater infrastructure located in the City of Marshall (“City Easements” and “Stormwater Infrastructure”) located south of the Railroad Crossing Easement.

E. County and City wish to be able to access the future County Property and the future City Easements and the Stormwater Infrastructure from the public right of way located at the corner of C Drive North and 13 Mile Road and need to cross MAEDA Property and the Railroad Crossing Easement in order to have said access.

F. MAEDA desires to grant County and City a non-exclusive easement across MAEDA Property for access to reach the Railroad Crossing Easement, in the location more particularly depicted on **Exhibit D and Exhibit E** attached hereto (the “Easement Area”) for the benefit of the County Property and the City Easements upon the terms and conditions set forth below.

NOW, THEREFORE, for the sum of Ten and 00/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. **Grant of Easement Area and Reduction of Easement Area in the Event of Improvements.** MAEDA hereby grants to County and City for the benefit of County and City, a non-exclusive access easement on, across, over, and through the Easement Area in Exhibit D for use by County and City and their respective successors, assigns, agents, representatives, contractors, tenants, invitees, licensees, and employees for vehicular and pedestrian ingress, egress, and access on, across, over and through the Easement Area to the Railroad Crossing Easement. The Easement Area depicted in Exhibit D is one hundred feet (100') wide in the north to south area of the easement in order to accommodate the current location of the "two track" that is providing access. In the event that improvements are made to the Easement Area, the Easement Area shall at that time be narrowed to sixty-six feet (66') feet wide in the north to south area of the easement as set forth in Exhibit E. The portion of the Easement Area from the eastern edge of the north south line of the easement to the rail crossing shall remain the same width.

2. **Easement Use.** City and County shall use the Easement Area (i) in full compliance with all laws; (ii) in such a manner so as not to unreasonably interfere with MAEDA's use of the MAEDA Property; (iii) in a manner that does not damage or interfere with any utilities or any other improvements located now or hereafter within the Easement Area; and (iv) in compliance with this Agreement. To the extent that City or County cause any damage to the Easement Area or any other portion of the MAEDA Property or any improvements located on the MAEDA Property in connection with the exercise of any rights granted hereunder, City and County shall repair promptly any and all such damage, all at their sole cost and expense.

3. **Maintenance and Repair of Easement Area.** The Easement Area is unimproved. City and County shall be responsible for maintaining the Easement Area as necessary for their respective purposes.

4. **No Obstruction.** MAEDA shall keep the Easement Area free from obstruction or obstacles that would unreasonably interfere with City or County's use of the Easement Area and access to and from the City Easements or the County Property. No walls, fences, or barriers of any sort shall be constructed or maintained on the MAEDA Property which shall prevent or impair the use or exercise of the Easement Area and the rights granted herein.

5. **Encumbrances.** The Easement Area is subject and subordinate to all covenants, conditions, restrictions, encumbrances, and easements of record as of the date hereof

6. **Indemnity.** Each Party agrees to indemnify, defend and hold harmless the other Party, together with the Michigan Strategic Fund and the Michigan Economic Development Corporation, from and against all third-party demands, claims, causes of action, fines, penalties, damages, losses, liabilities, judgments and expenses including, without limitation, reasonable attorneys' fees and court costs, arising from or in connection with the use by it or its successors, assigns, agents, representatives, contractors, tenants, invitees, licensees, and employees of the Easement Area and the exercise of the rights and obligations granted or created hereby, other than

those caused by the acts or omissions of the indemnified Party, its respective successors, assigns, agents, representatives, contractors, tenants, invitees, licensees, and employees.

7. **Runs with the Land; Successors and Assigns.** All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective successors, successors-in-interest and assigns.

8. **Recitals and Exhibits.** All Recitals and Exhibits attached hereto are by this reference incorporated into and made a part of this Agreement.

9. **Amendment.** This Agreement may only be modified or amended by a written instrument signed by MAEDA, City and County and their respective successors, successors-in-interest and assigns and recorded in the Office of the Register of Deeds of Calhoun County.

10. **Severability.** If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remaining provisions of this Agreement, and the application of such term, provision or condition to persons or circumstances (other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. **Governing Law.** This Agreement shall be constructed in accordance with and governed by the laws of the State of Michigan.

12. **Remedies.** In the event of any violation or threatened violation of any of the provisions of this Agreement by a Party, then, in addition to any other rights available at law, in equity, or under this Agreement, the other Party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, or for a decree of specific performance.

13. **Notice.** Any notice, demand, request, consent, approval, designation or other communication (“Notice”) made pursuant to this Agreement shall be in writing and shall be given or made or communicated by personal delivery or by prepaid FedEx or other recognized overnight delivery service addressed to the addresses set forth on Page 1 of this Agreement. Either Party may designate a different address by notice similarly given. Any Notice so sent shall be deemed to have been given, made or communicated, as the case may be, on the date the same was personally delivered or the date delivered by FedEx or other recognized overnight delivery service, or the date of refusal of such delivery, if applicable.

14. **Transfer Taxes.** This Agreement is exempt from State of Michigan and County of Calhoun transfer taxes pursuant to MCL § 207.526(a) and § 207.505 (a).

15. **Further Assurances.** Each Party agrees to execute and deliver such additional documents and items and to take such additional actions as may be required, convenient or

reasonably requested by another Party, in furtherance of the intent and purposes of this Agreement, notwithstanding that the same may not be specifically provided for herein or required by law.

16. **Counterparts.** This Agreement may be executed in counterparts, which taken together, will constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first written above.

MAEDA:

MARSHALL AREA ECONOMIC
DEVELOPMENT ALLIANCE,
a Michigan non-profit corporation

By: _____
Name: Jim Durian
Its: Chief Executive Officer
Date: April _____, 2026

STATE OF MICHIGAN)
) SS.
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this ____ day of April _____, 2026, by Jim Durian, Chief Executive Officer, of Marshall Area Economic Development Alliance, a Michigan non-profit corporation, on behalf of said corporation.

Notary's Signature: _____
Notary's Name: _____
Notary Public, State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

CITY OF MARSHALL

Dated: April ____, 2026

By: _____

Derek Perry

Its: City Manger

STATE OF MICHIGAN)
) SS.
COUNTY OF CALHOUN)

The foregoing instrument was acknowledged before me this ____ day of _April, 2026, by Derek Perry, City Manager of the City of Marshall, a Michigan municipal corporation, on behalf of said City.

Notary's Signature: _____
Notary's Name: _____
Notary Public, State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

Calhoun County

Dated: _____, 2026

By: _____

Kelli D. Scott

Its: Administrator Controller

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Kelli D. Scott, Administrator/Controller of Calhoun County, a unit of Michigan government, on behalf of said County.

Notary's Signature: _____
Notary's Name: _____
Notary Public, State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

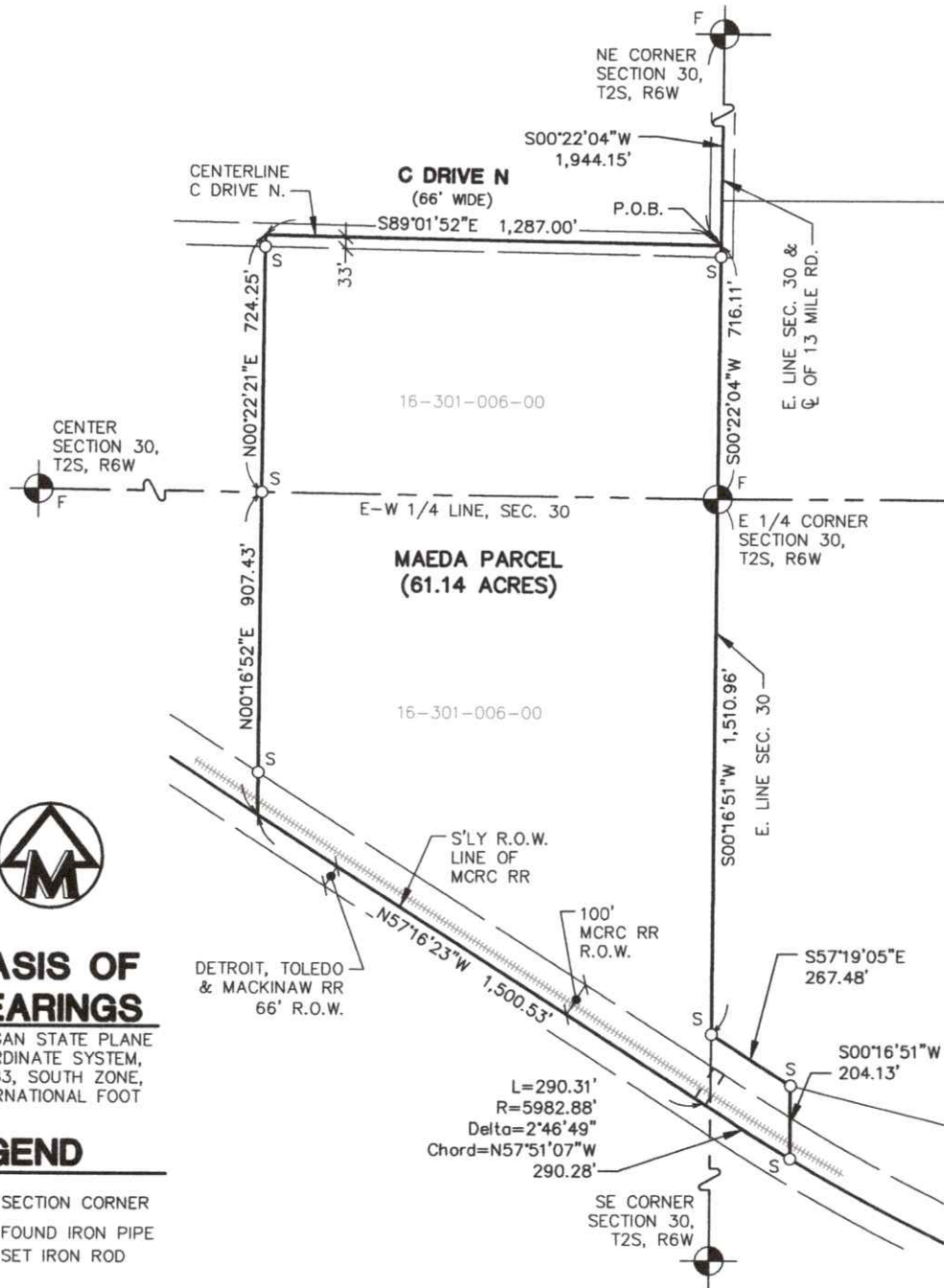
Drafted by and return to:
Richard C. Lindsey, Jr. (P51342)
Thomson, Parker, Beer & Lindsey, PLC
450 S. Jackson Street
P.O. Box 450
Jackson, MI 49204-0450
(517) 787-8570

Exhibit A

Survey and Legal Description of the MAEDA Property

EXHIBIT A CERTIFIED SURVEY - MAEDA PARCEL




CERTIFIED SURVEY OF A PARCEL OF LAND IN THE E 1/2 OF SECTION 30,
T2S, R6W, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN



BASIS OF BEARINGS

MICHIGAN STATE PLANE
COORDINATE SYSTEM,
NAD83, SOUTH ZONE,
INTERNATIONAL FOOT

LEGEND

-  SECTION CORNER
-  F FOUND IRON PIPE
-  S SET IRON ROD

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL HEREON DESCRIBED ON MARCH 17, 2026 AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

CLIENT: MAEDA	DATE: 03/17/2026	MARK VANDER VEEN
JOB NO.: 22367	SHEET 1 OF 2	PS NO. 4001056788
SECTION: 30 TOWN: 2S RANGE: 6W	SCALE: 1in. = 400 ft.	PRELIMINARY
TOWNSHIP OF MARSHALL	BOOK: n/a	
CALHOUN COUNTY, MICHIGAN	BY: NPA	
 MIDWESTERN CONSULTING 3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com		

EXHIBIT A MAEDA PARCEL LEGAL DESCRIPTION

Commencing at the NE Corner of said Section 30, T2S, R6W, Marshall Township, Calhoun County, Michigan; thence S00°22'04"W 1,944.15 feet along the East line of said Section 30, and the centerline of 13 Mile Road (66 feet wide) to the POINT OF BEGINNING;

thence continuing along said East line of Section 30, S00°22'04"W 716.11 feet to the E 1/4 corner of said Section 30;

thence continuing along said E line of Section 30, S00°16'51"W 1,718.66 feet;

thence S57°19'05"E 267.48 feet;

thence S00°16'51"W 204.13 feet;

thence 290.31 feet along the arc of a non-tangential curve to the right, radius 5,982.88 feet, central angle 2°46'49", long chord N57°51'07"W 290.28 feet along the Southerly right-of-way line of MCRC Railroad;

thence N57°16'23"W 1,500.53 feet along said Southerly right-of-way line of MCRC Railroad;

thence N00°16'52"E 907.43 feet to the E-W 1/4 line of said Section 30;

thence N00°22'21"E 724.25 feet;

thence S89°01'52"E 1,287.00 feet along the centerline of C Drive N (66 feet wide) to the POINT OF BEGINNING. Being part of the E 1/2 of Section 30, T2S, R6W, Marshall Township, Calhoun County, Michigan, and containing 61.14 acres of land, more or less, and being subject to easements and restrictions of record, if any.

WITNESSES

NE Cor. Sec. 30, T2S, R6W (Remon in mon box)			E 1/4 Cor. of Sec.30, T2S, R6W (found 1" Pipe in tile)		
Fd. SW corner brick pillar	N40°E	55.90'	Fd. nail & tag in Maple tree	N20°W	46.83'
Fd. nail & tag in util. pole	S70°E	22.75'	Fd. nail & tag in Maple tree	N70°W	22.91'
Fd. nail & tag S face Tri. Oak tree	N50°W	63.61'	Fd. nail & tag in Maple tree	South	20.42'
Fd. Centerline of 13 Mile Rd	West	6.0'	Fd. nail & tag in Maple tree	S55°E	34.87'

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL HEREON DESCRIBED ON MARCH 17, 2026 AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

CLIENT: MAEDA	DATE: 03/17/2026	MARK VANDER VEEN PS NO. 4001056788 <div style="font-size: 48px; transform: rotate(-45deg); opacity: 0.5;">PRELIMINARY</div>
JOB NO.: 22367	SHEET 2 OF 2	
SECTION: 30 TOWN: 2S RANGE: 6W	SCALE: 1in. = n/a ft.	
TOWNSHIP OF MARSHALL	BOOK: n/a	
CALHOUN COUNTY, MICHIGAN	BY: NPA	
 <div style="display: inline-block; text-align: center;"> MIDWESTERN CONSULTING <small>3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com</small> </div> 		

M:\CIVIL3D_PROJ\22367\SURVEY\LAND DIVISION\22367_MAEDA 06_ESMT.DWG

Exhibit B

Railroad Crossing Easement



STATE OF MICHIGAN - CALHOUN COUNTY
RECORDED
08/18/2016 9:43:25 AM
ANNE B NORLANDER - CLERK/REGISTER

RECEIPT# 1652677, STATION 5
\$35.00 DEED



LIBER 4073

PAGE 294

8 RAILROAD CROSSING ACCESS EASEMENT AGREEMENT

THIS RAILROAD CROSSING ACCESS EASEMENT AGREEMENT ("Agreement") is made and entered into this 26th day of July 2016, by and between Michigan Department of Transportation ("MDOT"), whose address is 425 W. Ottawa Street, PO Box 30050, Lansing, Michigan 48909 ("Grantor"), and PHILLIP R. GLOTFELTY, III, TRUSTEE OF THE PHILLIP R. GLOTFELTY, III REVOCABLE TRUST DATED JULY 27, 2007, whose address is 635 N. Linden St. Marshall, MI 49068 ("Grantee").

RECITALS:

A. Grantor is the owner of real property consisting of a railroad corridor running adjacent to Grantee's Property (the "Grantor's Property") by operation of a certain deed recorded in the Jackson County Register of Deeds at Liber 1999, Page 0203.

B. Grantee is the owner of the real property legally described on the attached Exhibit "A" (the "Grantee's Property") currently used for agricultural purposes, situated on either side of the railroad tracks;

C. Grantee desires a perpetual non-exclusive railroad crossing access easement on, over, across, and through a portion of Grantor's Property for vehicular and pedestrian ingress and egress to and from Grantee's property on either side of the railroad tracks through the Crossing Access Easement Area which is more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference;

D. Grantor and Grantee now desire to set forth their respective rights and obligations for the use, maintenance, and repair of the Crossing Access Easement Area.

E. This instrument is exempt from state real estate transfer tax under MCLA 207.526(a) and MCLA 207.526(h)(i), and is exempt from county real estate transfer tax under MCLA 207.505(a) and MCLA 207.505(h)(i).

NOW, THEREFORE, for consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The recitals stated above are hereby incorporated into, and made a material part of this Agreement.



STATE OF MICHIGAN - CALHOUN COUNTY
FILED
08/15/2016 1:57:43 PM
ANNE B. NORLANDER - CLERK/REGISTER OF DEEDS



2. **Release of Claimed Rights to Previous Existing Crossing.** Grantee hereby releases and waives any and all rights and entitlements it may have, if any, in the previous existing private railroad crossing serving the Grantee's Property including any and all prescriptive or adverse possession rights and claims it may have to or in the Grantor's Property.

3. **Grant of Crossing Access Easement.** Grantor hereby grants, gives, and conveys to Grantee, its officers, directors, shareholders, members, managers, employees, contractors, agents, customers, tenants, guests, invitees, successors, and assigns, and any party under the direction or control of Grantee, on a non-exclusive basis, an easement for vehicular (including agricultural equipment, trucks and automobiles) and pedestrian ingress and egress over, upon and across the Crossing Access Easement Area, to provide access for vehicles and pedestrians to and from and Grantee's Property on either side of the railroad tracks, over the Crossing Access Easement Area.

4. **Use of Crossing Access Easement Area.** The Crossing Access Easement Area shall be used on a non-exclusive basis solely for vehicular and pedestrian access, by Grantor, Grantee, and their officers, directors, shareholders, members, managers, employees, contractors, agents, customers, tenants, guests, invitees, successors, and assigns, and any party under the direction or control of Grantor or Grantee (collectively, the "Permitted Parties"). Neither Grantor nor Grantee shall materially and unreasonably interfere with rights of the other or of the Permitted Parties in the Crossing Access Easement Area. Notwithstanding the foregoing, Grantee specifically agrees that Grantor may construct and maintain improvements and structures within the Crossing Access Easement Area to the extent reasonably necessary to serve its purposes in connection with the Grantor's Property, and in the discharge of its obligations hereunder, temporarily block, close, obstruct or otherwise disturb the Crossing Access Easement Area, provided that Grantor shall give Grantee not less than twenty-four (24) hours' notice prior to conducting activity which may so disturb the Crossing Access Easement Area except in the case of emergency (in which case Grantor shall notify Grantee as soon as reasonably possible after commencing the activity). This shall expressly include the right of Grantor or its designees to install and maintain any and all gates, signs, lights and sound alerting mechanisms as the grantor shall deem appropriate in its sole discretion and at its expense. Grantor may also gate or fence the Crossing Access Easement Area to the extent deemed reasonably necessary by Grantor to identify and segregate the Crossing Access Easement Area from the balance of Grantor's Property provided that such activities do not materially and unreasonably interfere with Grantee's use of the Crossing Access Easement Area. In addition, Grantee specifically agrees that Grantor may grant additional rights to third parties in the Crossing Access Easement Area for access or otherwise, provided that such rights do not unreasonably interfere with the rights granted hereunder. Grantee shall be responsible to fully comply with all signage, and directions as may be installed by Grantor including but not limited to not interfering with the installation and operation of the signage, gating and lighting and using all care and caution to assure that the directives the mechanisms provide to the pedestrian and vehicular traffic are fully complied with.

5. **Maintenance, Snowplowing and Repairs.** Grantee, at Grantee's sole cost, shall have the right but no obligation to remove snow from the Crossing Access Easement Area (if needed for winter time ingress and egress). Grantor shall also have the right but not the obligation to maintain the Crossing Access Easement Area.



6. **Covenants Running With the Land.** All provisions of this Agreement, including the benefits and burdens set forth therein, shall run with the land and shall be binding upon and shall inure to the benefit of the successors and assigns of the parties thereto.

7. **Interpretation.** The rule of strict construction shall not apply to this Agreement. The provisions of this Agreement shall be given a reasonable construction to carry out the intention of the parties thereto to confer commercially useable rights of enjoyment.

8. **Enforcement.** The parties hereto, or their respective successors or assigns, may enforce the terms of this Agreement by appropriate action, in equity or at law. In such event, the party prevailing in any such action shall be allowed to recover from the non-prevailing party all costs and fees, including reasonable attorney's fees and costs, incurred in connection with such action.

9. **Relation between Parties.** Nothing contained in this Agreement shall be construed to create a partnership, joint venture, principal-agent, or similar relationship between the parties to this Agreement.

10. **No Dedication.** Nothing contained in this Agreement shall be construed to be a gift or dedication of any portion of the Crossing Access Easement Area to the general public.

11. **Condition.** Grantee's rights hereunder are expressly subject to all easements, restrictions, reservations, encumbrances, limitations, rights-of-way, claims, conditions, covenants, oil and gas leases and/or servitudes, and all other matters of whatever kind or nature affecting the Grantor's Property, whether or not of record; any and all matters that would be disclosed by an accurate survey or physical inspection of the Grantor's Property; all applicable laws, codes, and ordinances; and liens for property taxes and assessments of any kind or nature that are not yet due and payable. This Agreement is also made subject to any existing improvements of Grantor and utility lines lying within the bounds of the Crossing Access Easement Area and same shall remain as permitted encroachments in the Crossing Access Easement Area. All property of whatever kind or nature which may be now or hereafter placed in, on, or about the Crossing Access Easement Area, shall be at the sole risk of Grantee, and Grantor shall not be liable to the Grantee for any damage or loss to said property, nor for any injury taking place on the Crossing Access Easement Area or Grantor's property, except to the extent provided herein. GRANTOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, THAT THE PROPERTY SUBJECT TO THIS AGREEMENT CAN BE USED OR IS SUITABLE FOR ANY PURPOSE WHATSOEVER.

12. **Miscellaneous.**

- A. The captions contained in this Agreement are for convenience only and shall not limit, expand, or alter the terms and provisions contained herein.
- B. Whenever the context so requires, the terms used herein shall include the masculine, feminine or neuter, as applicable, and the singular shall include the plural, and vice versa.
- C. This Agreement may not be amended, modified, or revoked except by a written instrument signed by the parties hereto, or their respective successors and assigns, which instrument is recorded with the Jackson County Register of Deeds.



- D. In the event any term or provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, then the remainder of this Agreement shall remain in full force and effect and the court so holding is hereby authorized to modify the unenforceable provision to make the same enforceable while still following the intention of the parties as expressed herein.
- E. All notices required or permitted hereunder shall be in writing, signed by the party giving notice and shall be deemed to have been given when delivered by personal delivery or deposited in the United States Mail, registered or certified, with postage prepaid, effective two (2) days after mailing, and shall be addressed as follows:

Grantor: Michigan Department of Transportation
425 W. Ottawa Street, PO Box 30050
Lansing, Michigan 48909

with a Miller, Canfield, Paddock and Stone, P.L.C.
copy to: 277 South Rose Street, Suite 5000
Kalamazoo, Michigan 49007 Attn: Ronald Baylor

Grantee: Phillip R. Glotfelty, III
635 N. Linden Street
Marshall, MI 49068

or to such other addresses as either may designate by notice given to the other party from time to time in accordance with the provisions hereof.

- F. Notwithstanding any other provision of this Agreement to the contrary, to the extent that the Crossing Access Easement Area is located within a so-called "railroad corridor" or "railroad right-of-way", the parties understand, acknowledge, and agree that the rights granted hereunder are compatible with the public use of the area for railroad, railway, and related transportation purposes and, in all cases, the rights granted hereby shall be junior and subordinate to such railroad, railway, and related transportation uses. The grant of this nonexclusive easement is in no way an abandonment or relinquishment of the public uses for which the property is held or a diminution of the public purposes for which the property was acquired.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.



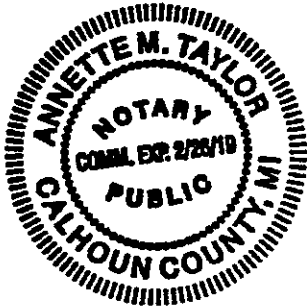
Date: 5-31-16, 2016

GRANTEE:

Phillip R. Gtofelty, III
Phillip R. Gtofelty, III
Trustee of the Phillip R. Gtofelty, III
Revocable Trust Dated July 27, 2007

STATE OF MICHIGAN)
)
COUNTY OF Calhoun) : ss.

Acknowledged before me this 31st day of May, 2016, by Philip R. Gtofelty, III, the Trustee of The Philip R. Gtofelty, III Revocable Trust Dated July 27, 2007, to me known to be the same person described in and who executed the within and acknowledged the same to be his free act and deed..



Annette M Taylor
Annette M. Taylor
Notary Public, Calhoun County, Michigan
Acting in Calhoun County, Michigan
My commission expires: 2/28/2019

Prepared by and when recorded return to:
MILLER, CANFIELD, PADDOCK & STONE, P.L.C.
Ronald E. Baylor, Esq.
277 S. Rose Street, Suite 5000
Kalamazoo, Michigan 49007
Phone: (269) 381-7030
26721280.1\135193-00004



EXHIBIT A

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

The East 1/2 of the Southwest 1/4 of Section 29, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, and the East 1/2 of the Northwest 1/4 of Section 32, Town 2 South, Range 6 West, lying North of the Kalamazoo River, excepting the following three parcels:

1. Commencing at the center of said Section 29, and running thence due East on the East and West 1/4 line of said Section, 14 feet; thence South 00°48'30" West, 338 feet along a fence as occupied; thence due West 14 feet to the North and South 1/4 line of said Section; thence North along the North and South 1/4 line of said Section to the place of beginning.
2. Commencing at the center of said Section 29, and running thence South along the North and South 1/4 line of said Section, 338 feet; thence due West parallel with the East and West 1/4 line of said Section, 91 feet; thence North 00°48'30" East, 338 feet to the East and West 1/4 line of said Section; thence due East along the said East and West 1/4 line 91 feet to the place of beginning.
3. A parcel of land on the East 1/2 of the Northwest 1/4 of said Section 32, North of the Kalamazoo River, and bounded on the North by a line along the surface of the ground at an elevation of 7 feet (Marshall Cluty Datum), on the East by the North and South 1/4 line of said Section, on the South by the Kalamazoo River, and on the West by the North and South 1/8 line through said Northwest 1/4 of said Section, containing 40/100 of an acre of land above the present flowage.

ALSO the West 1/2 of the Southwest 1/4 of said Section 29.

ALSO the West 1/2 of the North fraction of the Northwest 1/4 of said Section 32, North of the Kalamazoo River.

ALSO that part of the East 1/2 of the Southeast 1/4 of Section 30, Town 2 South, Range 6 West, North of the Kalamazoo River.

ALSO that part of the Southeast 1/4 of the Northeast 1/4 of said Section 30, South of center of highway leading to the Village of Ceresco.

EXCEPTING from the above-described lands railroad rights-of-way and flowage rights heretofore conveyed.

Property Address: 13024 C Drive North, Marshall, Michigan 49068 (and vacant land adjacent)
Parcel Tax ID Nos: 13-16-320-012-00; 13-16-301-006-00; and 13-16-290-024-00.

ALSO, the East Half of Section 30, Town 2 South, Range 6 West, bounded on the North by the Southerly right of way line of the Penn Central Transportation Company (formerly MCRR) and bounded on the South by the Kalamazoo River, EXCEPT the East 1287.00 feet and the West 165.00 feet thereof.

Part of Tax Parcel ID No. 13-16-300-015-00

EXHIBIT B

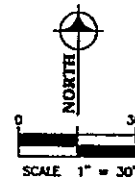
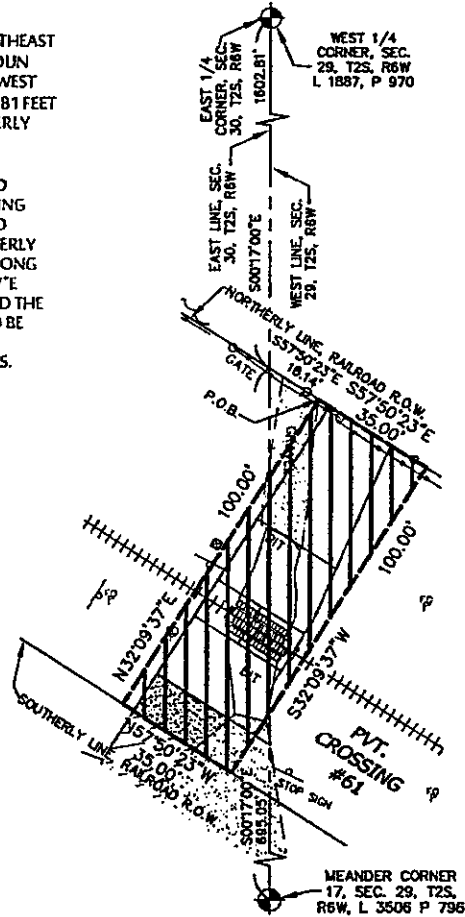
DESCRIPTION OF CROSSING:

PART OF THE SOUTHWEST 1/4 OF SECTION 29 AND THE SOUTHEAST 1/4 OF SECTION 30, T2S, R6W, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 29; THENCE $500^{\circ}17'00''\text{E}$ 1602.81 FEET ALONG THE WEST LINE OF SAID SECTION 29 TO THE NORTHERLY LINE OF THE MICHIGAN CENTRAL RAILROAD (MICHIGAN DEPARTMENT OF TRANSPORTATION RAILROAD); THENCE $557^{\circ}50'23''\text{E}$ 16.14 FEET ALONG THE NORTHERLY LINE OF SAID RAILROAD TO THE POINT OF BEGINNING; THENCE CONTINUING $557^{\circ}50'23''\text{E}$ 35.00 FEET ALONG THE NORTHERLY LINE OF SAID RAILROAD; THENCE $S32^{\circ}09'37''\text{W}$ 100.00 FEET TO THE SOUTHERLY LINE OF SAID RAILROAD; THENCE $N57^{\circ}50'23''\text{W}$ 35.00 FEET ALONG THE SOUTHERLY LINE OF SAID RAILROAD; THENCE $N32^{\circ}09'37''\text{E}$ 100.00 FEET TO THE NORTHERLY LINE OF SAID RAILROAD AND THE POINT OF BEGINNING. THE AREA DESCRIBED IS INTENDED TO BE CENTERED ON A PROPOSED RAIL CROSSING. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF OTHERS. CONTAINS 0.08 ACRES, MORE OR LESS.

- LEGEND**
- ⊕ SECTION CORNER
 - ⊕ FIBER OPTIC MARKER
 - ⊕ HANDHOLE
 - SIGN
 - POST

NOTES:

1. FIELD SURVEYED IN MAY AND JULY, 2015.
2. PROPERTY LINES SHOWN ARE BASED ON PARCEL DESCRIPTIONS FURNISHED BY CLIENT, RAILROAD VALUATION MAPS AND FOUND PROPERTY CORNERS.



AMTRAK
PRIVATE CROSSING
DESCRIPTION AND SKETCH
 PRIVATE CROSSING 61
 NEAR MP 111.8, SECTIONS 29 & 30,
 MARSHALL TOWNSHIP,
 CALHOUN COUNTY, MICHIGAN

Pathfinder
 Engineering, Inc.

DATE
 6-28-16
 PROJECT NO.
 13091
 SHEET NO.
 1 of 1



LBR: 4073
 PAGE 301

Exhibit C

Future County Parcel

HARPER CREEK SCHOOL DISTRICT AREA

HARPER CREEK SCHOOL DISTRICT AREA LOCATED IN SEC 29, 30 & 32
T2S, R6W, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN

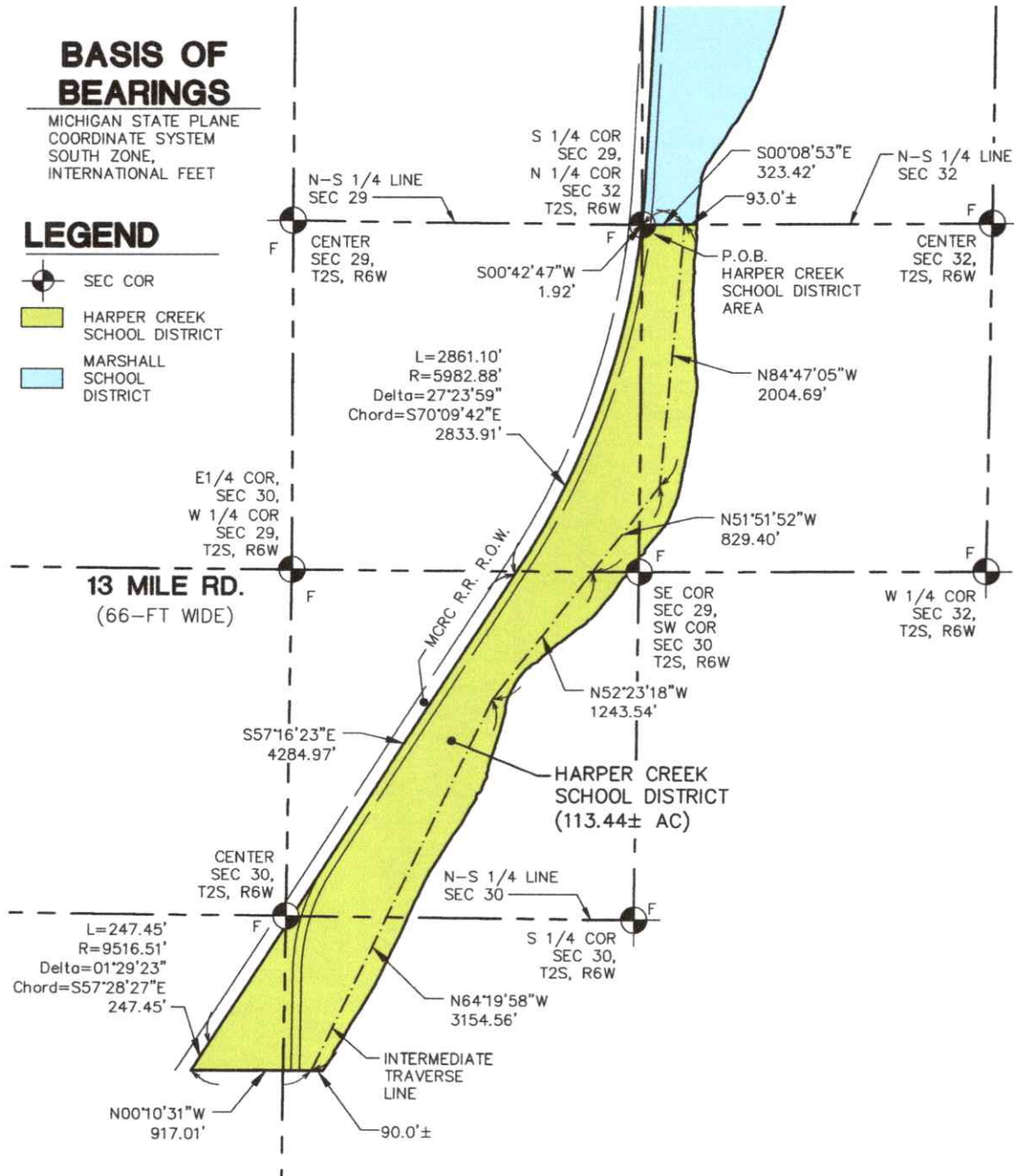


BASIS OF BEARINGS

MICHIGAN STATE PLANE
COORDINATE SYSTEM
SOUTH ZONE,
INTERNATIONAL FEET

LEGEND

- SEC COR
- HARPER CREEK SCHOOL DISTRICT
- MARSHALL SCHOOL DISTRICT



CLIENT: MAEDA	DATE: 11/06/2024	
JOB NO.: 22367	SHEET 2 OF 5	
SECTION: 28&29 TOWN: 2S. RANGE: 6W	SCALE: 1in. = 1000 ft.	
TOWNSHIP OF MARSHALL	BOOK: N/A	
CALHOUN COUNTY, MICHIGAN	BY: NPA	
MIDWESTERN CONSULTING 3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com		

M:\CIVIL3D_PROJ\22367\SURVEY\22367_SV18 RIVER PARCEL SCHOOL DISTRICT.DWG

LEGAL DESCRIPTIONS

HARPER CREEK SCHOOL DISTRICT AREA
LEGAL DESCRIPTION OF LAND LOCATED IN SECTIONS 29, 30 & 32, T2S, R6W, MARSHALL
TOWNSHIP, CALHOUN COUNTY, MICHIGAN

BEGINNING at the N 1/4 corner of Section 32, T2S, R6W, Marshall Township, Calhoun County, Michigan, said point also being the S 1/4 corner of Section 29, T2S, R6W;
 thence S00°08'53"E 323.42 feet along the North-South 1/4 line of said Section 32 to a point on the Intermediate Traverse Line, on the North side of the North Branch of the Kalamazoo River, said point being N00°08'53"W 93+/- feet from the North line of said Kalamazoo River;
 thence along said Intermediate Traverse Line in the following four (4) courses:
 N84°47'05"W 2,004.69 feet;
 N51°51'52"W 829.40 feet;
 N52°23'18"W 1,243.54 feet;
 and N64°19'58"W 3,154.56 feet to a point on said Intermediate Traverse Line, said point being N00°10'31"W 90+/- feet from the North line of said Kalamazoo River;
 thence N00°10'31"W 917.01 feet to the South line of the MCRC Railroad right-of-way;
 thence along the South line of the MCRC Railroad right-of-way in the following three (3) courses:
 247.45 feet along a non-tangential curve to the left, radius 9,516.51 feet, central angle 01°29'23", long chord S57°28'27"E 247.45 feet;
 S57°16'23"E 4,284.97 feet,
 and 2861.10 feet along the arc of a non-tangential curve to the left, radius 5,982.88 feet, central angle 27°23'59", long chord S70°09'42"E 2,833.91 feet;
 thence S00°42'47"W 1.92 feet along the North-South 1/4 line of said Section 29 to the POINT OF BEGINNING. Being a part Section 29, Section 30, and Section 32, T2S, R6W, Marshall Township, Calhoun County, Michigan and containing 113.44 acres of land, more or less. Being subject to easements and restrictions of record, if any.

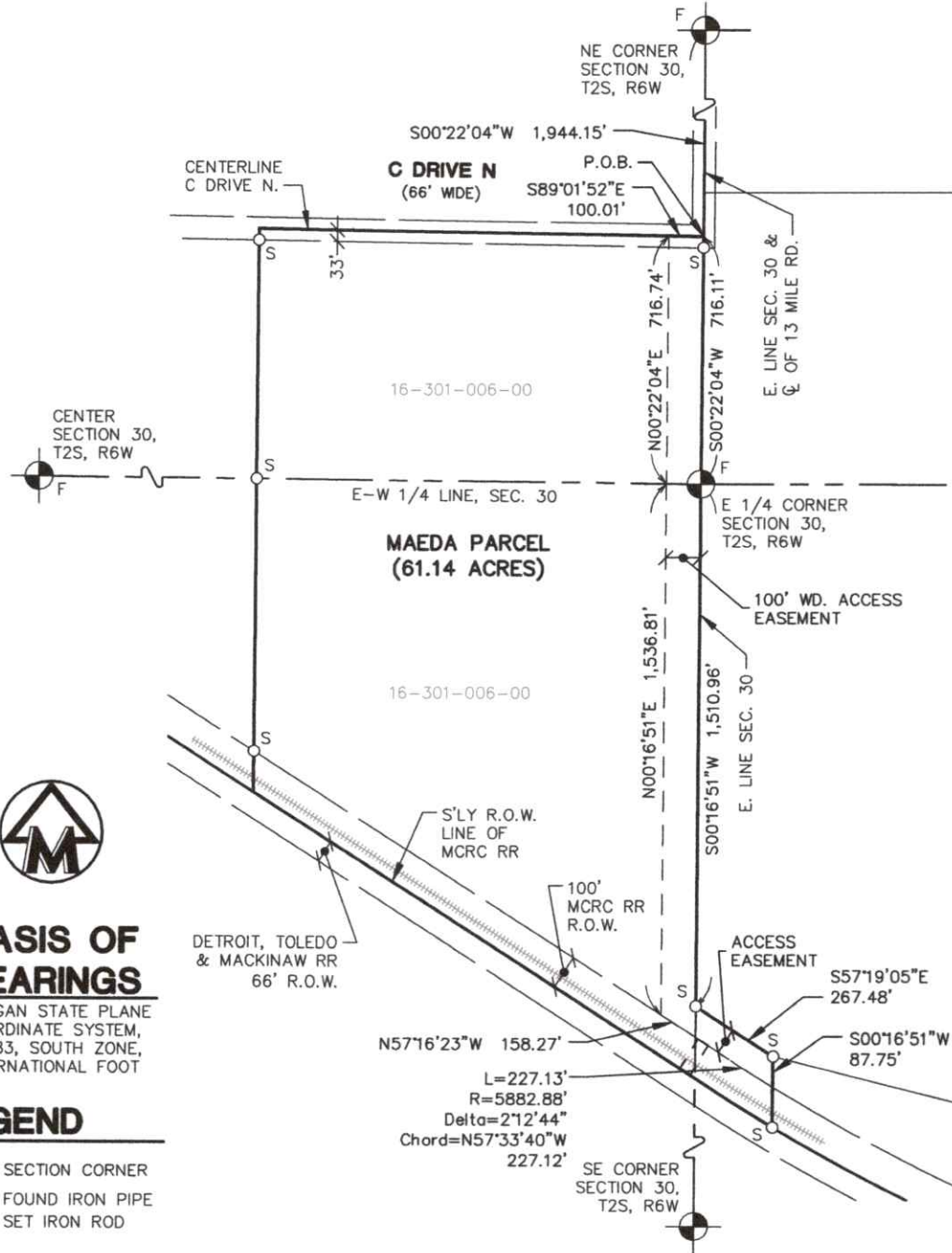
CLIENT: MAEDA	DATE: 11/06/2024	
JOB NO.: 22367	SHEET 4 OF 5	
SECTION: 28&29 TOWN: 2S. RANGE: 6W	SCALE: 1 in. = N/A ft.	
TOWNSHIP OF MARSHALL	BOOK: N/A	
CALHOUN COUNTY, MICHIGAN	BY: NPA	
MIDWESTERN CONSULTING <small>3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com</small>		

Exhibit D

100 ' Wide (North South) Easement Area

EXHIBIT D ACCESS EASEMENT

ACCESS EASEMENT OVER A PARCEL OF LAND IN THE E 1/2 OF
SECTION 30, T2S, R6W, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN



BASIS OF BEARINGS

MICHIGAN STATE PLANE
COORDINATE SYSTEM,
NAD83, SOUTH ZONE,
INTERNATIONAL FOOT

LEGEND

- SECTION CORNER
- FOUND IRON PIPE
- SET IRON ROD

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL HEREON DESCRIBED ON MARCH 17, 2026 AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

CLIENT: MAEDA	DATE: 03/17/2026
JOB NO.: 22367	SHEET 1 OF 2
SECTION: 30 TOWN: 2S RANGE: 6W	SCALE: 1 in. = 400 ft.
TOWNSHIP OF MARSHALL	BOOK: n/a
CALHOUN COUNTY, MICHIGAN	BY: NPA

MARK VANDER VEEN PS NO. 4001056788

**MIDWESTERN
CONSULTING**

3815 Plaza Drive Ann Arbor, Michigan 48108
(734) 995-0200 • www.midwesternconsulting.com

PRELIMINARY

EXHIBIT D ACCESS EASEMENT LEGAL DESCRIPTION

Commencing at the NE corner Section 30, T2S, R6W, Marshall Township, Calhoun County, Michigan; thence S00°22'04"W 1,944.15 feet along the West line of said Section 30 and the centerline of 13 Mile Road (66 feet wide) to the POINT OF BEGINNING;

thence continuing S00°22'04"W 716.11 feet along the West line of said Section 30 to the E 1/4 Corner of said Section 30;

thence S00°16'51"W 1,510.96 feet along the said West line of Section 30;

thence S57°19'05"E 267.48 feet;

thence S00°16'51"W 87.75 feet;

thence 227.13 feet along a non-tangential curve to the right, radius 5,882.88 feet, central angle 2°12'19", long chord N57°33'40"W 227.12 feet along the North right-of-way line of MCRC Railroad;

thence N57°16'23"W 158.27 feet along said North right-of-way line of MCRC Railroad;

thence N00°16'51"E 1,536.82 feet to a point on the E-W 1/4 line of said Section 30;

thence N00°22'04"E 716.74 feet;

thence S89°01'52"E 100.01 feet along the centerline of C Drive N (66 feet wide) to the POINT OF BEGINNING. Being part of the Section 29 and 30, T2S, R6W, Marshall Township. Being subject to easements and restrictions of record, if any.

WITNESSES

NE Cor. Sec. 30, T2S, R6W (Remon in mon box)			E 1/4 Cor. of Sec.30, T2S, R6W (found 1" Pipe in tile)		
Fd. SW corner brick pillar	N40°E	55.90'	Fd. nail & tag in Maple tree	N20°W	46.83'
Fd. nail & tag in util. pole	S70°E	22.75'	Fd. nail & tag in Maple tree	N70°W	22.91'
Fd. nail & tag S face Tri. Oak tree	N50°W	63.61'	Fd. nail & tag in Maple tree	South	20.42'
Fd. Centerline of 13 Mile Rd	West	6.0'	Fd. nail & tag in Maple tree	S55°E	34.87'

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL HEREON DESCRIBED ON MARCH 17, 2026 AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

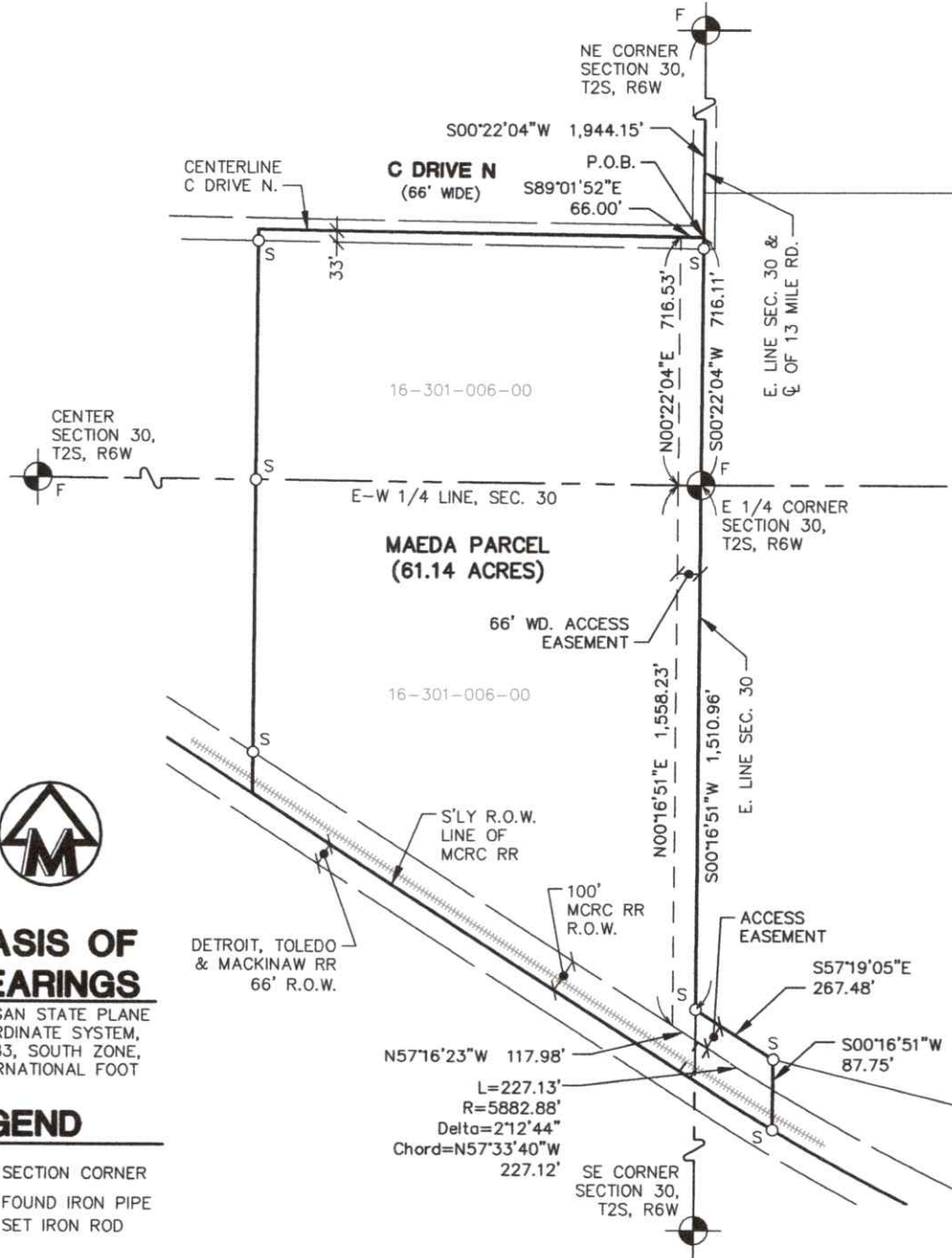
CLIENT: MAEDA	DATE: 03/17/2026	MARK VANDER VEEN PS NO. 4001056788 <div style="font-size: 48pt; transform: rotate(-45deg); opacity: 0.5;">PRELIMINARY</div>
JOB NO.: 22367	SHEET 2 OF 2	
SECTION: 30 TOWN: 2S RANGE: 6W	SCALE: 1in. = n/a ft.	
TOWNSHIP OF MARSHALL	BOOK: n/a	
CALHOUN COUNTY, MICHIGAN	BY: NPA	
MIDWESTERN CONSULTING <small>3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com</small>		

Exhibit E

66' Wide (North South) Easement Area

EXHIBIT E ACCESS EASEMENT

ACCESS EASEMENT OVER A PARCEL OF LAND IN THE E 1/2 OF
SECTION 30, T2S, R6W, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN



BASIS OF BEARINGS

MICHIGAN STATE PLANE
COORDINATE SYSTEM,
NAD83, SOUTH ZONE,
INTERNATIONAL FOOT

LEGEND

- SECTION CORNER
- FOUND IRON PIPE
- SET IRON ROD

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL HEREON DESCRIBED ON MARCH 17, 2026 AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

CLIENT: MAEDA	DATE: 03/17/2026
JOB NO.: 22367	SHEET 1 OF 2
SECTION: 30 TOWN: 2S RANGE: 6W	SCALE: 1 in. = 400 ft.
TOWNSHIP OF MARSHALL	BOOK: n/a
CALHOUN COUNTY, MICHIGAN	BY: NPA

MARK VANDER VEEN PS NO. 4001056788

**MIDWESTERN
CONSULTING**

3815 Plaza Drive Ann Arbor, Michigan 48108
(734) 995-0200 • www.midwesternconsulting.com

PRELIMINARY

EXHIBIT E ACCESS EASEMENT LEGAL DESCRIPTION

Commencing at the NE corner Section 30, T2S, R6W, Marshall Township, Calhoun County, Michigan;
 thence S00°22'04"W 1,944.15 feet along the West line of said Section 30 and the centerline of 13 Mile Road (66 feet wide) to the POINT OF BEGINNING;
 thence continuing S00°22'04"W 716.11 feet along the West line of said Section 30 to the E 1/4 Corner of said Section 30;
 thence S00°16'51"W 1,510.96 feet along the said West line of Section 30;
 thence S57°19'05"E 267.48 feet;
 thence S00°16'51"W 87.75 feet;
 thence 227.13 feet along a non-tangential curve to the right, radius 5,882.88 feet, central angle 2°12'44", long chord N57°33'40"W 227.12 feet along the Northerly right-of-way line of MCRC Railroad;
 thence N57°16'23"W 117.98 feet along said Northerly right-of-way line of MCRC Railroad;
 thence N00°16'51"E 1,558.23 feet to a point on the E-W 1/4 line of said Section 30;
 thence N00°22'04"E 716.53 feet;
 thence S89°01'52"E 66.00 feet along the centerline of C Drive N (66 feet wide) to the POINT OF BEGINNING. Being part of the Section 29 and 30, T2S, R6W, Marshall Township. Being subject to easements and restrictions of record, if any.

WITNESSES

NE Cor. Sec. 30, T2S, R6W (Remon in mon box)			E 1/4 Cor. of Sec.30, T2S, R6W (found 1" Pipe in tile)		
Fd. SW corner brick pillar	N40°E	55.90'	Fd. nail & tag in Maple tree	N20°W	46.83'
Fd. nail & tag in util. pole	S70°E	22.75'	Fd. nail & tag in Maple tree	N70°W	22.91'
Fd. nail & tag S face Tri. Oak tree	N50°W	63.61'	Fd. nail & tag in Maple tree	South	20.42'
Fd. Centerline of 13 Mile Rd	West	6.0'	Fd. nail & tag in Maple tree	S55°E	34.87'

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL HEREON DESCRIBED ON MARCH 17, 2026 AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

CLIENT: MAEDA	DATE: 03/17/2026	PRELIMINARY
JOB NO.: 22367	SHEET 2 OF 2	
SECTION: 30 TOWN: 2S RANGE: 6W	SCALE: 1 in. = n/a ft.	
TOWNSHIP OF MARSHALL	BOOK: n/a	
CALHOUN COUNTY, MICHIGAN	BY: NPA	
MIDWESTERN CONSULTING <small>3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com</small>		

M:\CIVIL3D_PROJ\22367\SURVEY\LAND DIVISION\22367_MAE DA 06_ESMT.DWG

ITEM: 12.B
ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
 Marguerite Davenport, Director of Public Services
DATE: May 4, 2026
SUBJECT: **CONTRACT - S. KALAMAZOO CONNECTOR PROJECT
 CONSTRUCTION & ENGINEERING**

Bids were received for the South Kalamazoo Connector project on April 23, 2026. Four bids were received as follows:

Bidder	Business Location	Bid Amount
Parrish Excavating, Inc	Quincy, MI	\$ 339,419.00
Verlinde Excavating & Trucking	Charlotte, MI	\$ 357,865.05
Quality Excavators Inc.	Marshall, MI	\$ 439,311.50
Thompson Asphalt Products	Coldwater, MI	Non-Responsive

The project is a 10-foot wide concrete sidewalk from Michigan Avenue to Pearl Street on the east side of South Kalamazoo Avenue. The sidewalk, conceptually designed in 2024, will also include select areas for benches and historical marker signage. City staff have collaborated with the Choose Marshall who contribute the benches and signage for the project.

This project earned a \$200,000 Shared Streets and Spaces Grant (SSSG) from the Michigan Department of Transportation (MDOT) which will offset the construction cost. The grant program is a direct grant program which allows the City to contract directly for construction and request reimbursement for the project when construction is substantially complete.

This project will impact a variety of properties along its path such as government buildings, commercial facilities, and residential properties. The project will require removal of several trees while also preserving the historic and oldest trees along the corridor. Five trees will be maintained along the project path, including the historic Elm adjacent to 309 South Kalamazoo Avenue.

BUDGET IMPACT:

This project will be expensed through the major streets fund capital outlay line 202-900-970.00. At the time of FY26 budget preparation, the grant award for this project was not expected. Therefore, this project was not budgeted in the current fiscal year. Budget amendments for both the revenue from the \$200,000 grant and the construction expense will be presented as part of an upcoming quarterly budget amendment report.

RECOMMENDATION:

Approve the S. Kalamazoo Enhanced Sidewalk Connector construction contract between the City of Marshall and Parrish Excavating, Inc, in substantial form, with a contract amount of \$339,419.00 and a contingency of \$50,581 for a total funded amount of \$390,000 and approve the Construction Engineering Services for S. Kalamazoo Ave Enhanced Sidewalk Connector contract between the City of Marshall and ENG., in substantial form, with a contract amount of \$53,885 and a contingency of \$11,115 for a total funded amount of \$65,000 and authorize the City Manager to sign the necessary documents.



S Kalamazoo Enhanced Sidewalk Connector



 Project Area





CITY OF MARSHALL - S. KALAMAZOO AVE ENHANCED SIDEWALK CONNECTOR

Tabulation of Bids Opened 4/23/2026				PARRISH EXCAVATING, INC.		VERLINDE EXCAVATING & TRUCKING		QUALITY EXCAVATORS, INC.		THOMPSON ASPHALT PRODUCTS	
ITEM NO	ITEM DESCRIPTION	UNIT	EST QUANT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization, Max \$30,000	LSUM	1	\$5,250.00	\$5,250.00	\$30,000.00	\$30,000.00	\$25,500.00	\$25,500.00		\$0.00
2	Audio Visual Filming	LSUM	1	\$1,247.00	\$1,247.00	\$2,325.00	\$2,325.00	\$3,600.00	\$3,600.00		\$0.00
3	Tree, Rem, 6 inch to 18 inch	EA	9	\$400.00	\$3,600.00	\$300.00	\$2,700.00	\$1,000.00	\$9,000.00		\$0.00
4	Curb and Gutter, Rem	FT	578	\$10.00	\$5,780.00	\$15.50	\$8,959.00	\$8.00	\$4,624.00		\$0.00
5	Sidewalk, Rem	SYD	900	\$9.50	\$8,550.00	\$11.00	\$9,900.00	\$16.00	\$14,400.00		\$0.00
6	Pavt, Rem	SYD	651	\$6.00	\$3,906.00	\$15.25	\$9,927.75	\$9.00	\$5,859.00		\$0.00
7	HMA Surface, Rem	SYD	821	\$8.00	\$6,568.00	\$14.00	\$11,494.00	\$2.00	\$1,642.00		\$0.00
8	Excavation, Earth	CYD	695	\$25.00	\$17,375.00	\$42.00	\$29,190.00	\$31.00	\$21,545.00		\$0.00
9	Pavt Mrkg, Longit, 6 Inch or Less Width, Rem	FT	188	\$3.50	\$658.00	\$1.25	\$235.00	\$2.25	\$423.00		\$0.00
10	Erosion Control, Inlet Protection, Fabric Drop	EA	13	\$40.00	\$520.00	\$125.00	\$1,625.00	\$110.00	\$1,430.00		\$0.00
11	Project Cleanup	LSUM	1	\$2,813.00	\$2,813.00	\$1,750.00	\$1,750.00	\$7,600.00	\$7,600.00		\$0.00
12	Subbase, CIP	CYD	356	\$86.00	\$30,616.00	\$55.00	\$19,580.00	\$31.00	\$11,036.00		\$0.00
13	Embankment, CIP	CYD	32	\$32.00	\$1,024.00	\$55.00	\$1,760.00	\$38.00	\$1,216.00		\$0.00
14	Dr Structure Cover, Adj, Case 1	EA	3	\$522.00	\$1,566.00	\$350.00	\$1,050.00	\$1,260.00	\$3,780.00		\$0.00
15	Dr Structure, 24 inch Dia	EA	1	\$2,143.00	\$2,143.00	\$3,000.00	\$3,000.00	\$3,109.00	\$3,109.00		\$0.00
16	Dr Structure, Tap, 6 inch	EA	1	\$338.00	\$338.00	\$500.00	\$500.00	\$682.00	\$682.00		\$0.00
17	Sewer, CI A, 6 inch, Tr Det B	FT	20	\$73.00	\$1,460.00	\$90.00	\$1,800.00	\$98.00	\$1,960.00		\$0.00
18	Hand Patching	TON	5	\$942.00	\$4,710.00	\$550.00	\$2,750.00	\$275.00	\$1,375.00		\$0.00
19	Driveway, Nonreinf Conc, 6 inch	SYD	373	\$49.00	\$18,277.00	\$44.00	\$16,412.00	\$61.00	\$22,753.00		\$0.00
20	Curb and Gutter, Conc, Det F4	FT	402	\$28.00	\$11,256.00	\$25.00	\$10,050.00	\$30.00	\$12,060.00		\$0.00
21	Driveway Opening, Conc, Det M	FT	170	\$28.00	\$4,760.00	\$25.00	\$4,250.00	\$30.00	\$5,100.00		\$0.00
22	Curb Ramp Opening, Conc	FT	100	\$28.00	\$2,800.00	\$25.00	\$2,500.00	\$30.00	\$3,000.00		\$0.00
23	Detectable Warning Surface, Modified	FT	90	\$46.00	\$4,140.00	\$45.00	\$4,050.00	\$92.00	\$8,280.00		\$0.00
24	Curb Ramp, Conc, 6 inch	SFT	1061	\$6.00	\$6,366.00	\$5.50	\$5,835.50	\$10.00	\$10,610.00		\$0.00
25	Sidewalk, Conc, 4 inch	SFT	1890	\$4.50	\$8,505.00	\$4.20	\$7,938.00	\$7.00	\$13,230.00		\$0.00
26	Sidewalk, Conc, 6 inch	SFT	19145	\$5.00	\$95,725.00	\$4.80	\$91,896.00	\$9.00	\$172,305.00		\$0.00
27	Fence, Protective	FT	100	\$15.00	\$1,500.00	\$8.50	\$850.00	\$6.00	\$600.00		\$0.00
28	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	FT	275	\$6.00	\$1,650.00	\$3.50	\$962.50	\$4.00	\$1,100.00		\$0.00
29	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	FT	40	\$21.00	\$840.00	\$12.00	\$480.00	\$18.00	\$720.00		\$0.00
30	Pavt Mrkg, Ovly Cold Plastic, Railroad sym (small)	EA	2	\$556.00	\$1,112.00	\$500.00	\$1,000.00	\$2,820.00	\$5,640.00		\$0.00
31	Sign, Type IIIA	SFT	55	\$21.00	\$1,155.00	\$21.75	\$1,196.25	\$27.00	\$1,485.00		\$0.00
32	Post, Steel, 3 lb	FT	30	\$10.00	\$300.00	\$11.75	\$352.50	\$14.00	\$420.00		\$0.00
33	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	EA	8	\$78.00	\$624.00	\$98.70	\$789.60	\$89.00	\$712.00		\$0.00
34	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	EA	8	\$6.00	\$48.00	\$2.10	\$16.80	\$9.00	\$72.00		\$0.00
35	Minor Traf Devices	LSUM	1	\$4,053.00	\$4,053.00	\$7,500.00	\$7,500.00	\$5,500.00	\$5,500.00		\$0.00
36	Plastic Drum, Fluorescent, Furn	EA	100	\$20.00	\$2,000.00	\$18.90	\$1,890.00	\$37.00	\$3,700.00		\$0.00
37	Plastic Drum, Fluorescent, Oper	EA	100	\$1.00	\$100.00	\$0.42	\$42.00	\$5.00	\$500.00		\$0.00
38	Sign, Type B, Temp, Prismatic, Furn	SFT	164	\$5.00	\$820.00	\$4.20	\$688.80	\$7.00	\$1,148.00		\$0.00
39	Sign, Type B, Temp, Prismatic, Oper	SFT	164	\$1.00	\$164.00	\$0.05	\$8.20	\$0.50	\$82.00		\$0.00
40	Sign, Type B, Temp, Prismatic, Special Furn	SFT	9	\$10.00	\$90.00	\$4.30	\$38.70	\$8.00	\$72.00		\$0.00
41	Sign, Type B, Temp, Prismatic, Special Oper	SFT	9	\$1.00	\$9.00	\$0.05	\$0.45	\$0.50	\$4.50		\$0.00
42	Sign, Portable, Changeable Message, Furn	EA	2	\$1,871.00	\$3,742.00	\$1,344.00	\$2,688.00	\$825.00	\$1,650.00		\$0.00
43	Sign, Portable, Changeable Message, Oper	EA	2	\$520.00	\$1,040.00	\$42.00	\$84.00	\$536.00	\$1,072.00		\$0.00
44	Hydrant Relocate, Case 1	EA	1	\$3,631.00	\$3,631.00	\$7,500.00	\$7,500.00	\$3,600.00	\$3,600.00		\$0.00
45	Turf Establishment, Performance	SYD	3100	\$20.00	\$62,000.00	\$13.00	\$40,300.00	\$8.00	\$24,800.00		\$0.00
46	Wayfinding Sign, Modified	EA	5	\$532.00	\$2,660.00	\$800.00	\$4,000.00	\$63.00	\$315.00		\$0.00
47	Bench, Modified	EA	8	\$241.00	\$1,928.00	\$750.00	\$6,000.00	\$2,500.00	\$20,000.00		\$0.00
TABULATED TOTALS					\$339,419.00		\$357,865.05		\$439,311.50		\$0.00
BIDS AS READ					\$339,419.00		\$357,865.05		\$439,311.50		UNRESPONSIVE - DID NOT USE CORRECT BID FORM

April 28, 2026

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

RE: S. Kalamazoo Ave. Enhanced Sidewalk Connector

Dear Ms. Davenport:

Following is a summary of tabulated bids received April 23, 2026 for the referenced project:

1. Parrish Excavating, Inc..... \$339,419.00
2. Verlinde Excavating & Trucking..... \$357,865.05
3. Quality Excavators Inc..... \$439,311.50
4. Thompson Asphalt Products **bid unresponsive

We have reviewed the three responsive bids. We have worked with the low bidder, Parrish Excavating, Inc. in the past and find their work to be of quality and timely. Based on our review, we believe that the low bidder is capable of adequately performing the work. Therefore, we recommend that a contract be awarded to Parrish Excavating, Inc., 65 Cole Street, Quincy, MI 49802, in the amount of \$339,419.00, which is the tabulated price for their Bid.

** Failure to acknowledge Addendum No. 1 on the Bid Form and failure to use the revised Bid Form included in Addendum No. 1 has caused this Bid to be found unresponsive, and Bidder is therefore disqualified.

If you have any questions, please contact our office.

Sincerely,

Eng., Inc.



Erik J. Morris, PE
Vice President

SECTION 00314

BID (ADDENDUM NO. 1)

Bid of Parrish Excavating, Inc. hereinafter called Bidder, organized and existing under the laws of or a resident of the State of Michigan, doing business as a corporation.*

*Insert as applicable: "a corporation", "a partnership" or "an individual".

To the City of Marshall, hereinafter called OWNER.

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work for the S. Kalamazoo Ave Enhanced Sidewalk Connector as specified or indicated in the Contract Documents for the Contract Price and within the Contract Times indicated in the Bid and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Advertisement of Bids and Instructions to Bidders including, without limitation, those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 35 days after the day of bid opening. Bidder will sign and submit the Agreement and the Bonds and other documents required by the Bidding Documents within 15 days after the date of OWNER's Notice of Award.

3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged:

<u>Date</u>	<u>Addendum Number</u>
<u>April 10, 2026</u>	<u>1</u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.

D. Bidder has carefully studied all reports of explorations and test of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) if identified in Section 00800: Supplementary Conditions as provided in paragraph 4.02 of Section 00700: General Conditions. Bidder accepts the determination set forth in paragraph SC-4.02 of Section 00800: Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in paragraph 4.02.1 of Section 00700: General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in Bidding Documents with respect to Underground Facilities at or contiguous to the Site.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relates to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of the Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

F. Bidder is aware of the general nature of Work to be performed by OWNER and others at the Site that relates to Work for which this Bid is submitted as indicated on the Contract Documents.

- G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings if any are identified in the Contract Documents and all additional or supplementary examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- H. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- I. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over OWNER.

4. Bidder will complete the Work for the following unit prices:

Unit Price Schedule

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Amount
1	Mobilization, Max \$30,000	LSUM	1	\$ 5,250.00	\$ 5,250.00
2	Audio Visual Filming	LSUM	1	\$ 1,247.00	\$ 1,247.00
3	Tree, Rem, 6 inch to 18 inch	EA	9	\$ 400.00	\$ 3,600.00
4	Curb and Gutter, Rem	FT	578	\$ 10.00	\$ 5,780.00
5	Sidewalk, Rem	SYD	900	\$ 9.50	\$ 8,550.00
6	Pavt, Rem	SYD	651	\$ 6.00	\$ 3,906.00
7	HMA Surface, Rem	SYD	821	\$ 8.00	\$ 6,568.00
8	Excavation, Earth	CYD	695	\$ 25.00	\$ 17,375.00
9	Pavt Mrkg, Longit, 6 Inch or Less Width, Rem	FT	188	\$ 3.60	\$ 658.00
10	Erosion Control, Inlet Protection, Fabric Drop	EA	13	\$ 40.00	\$ 520.00
11	Project Cleanup	LSUM	1	\$ 2,813.00	\$ 2,813.00
12	Subbase, CIP	CYD	356	\$ 86.00	\$ 30,616.00
13	Embankment, CIP	CYD	32	\$ 32.00	\$ 1,024.00
14	Dr Structure Cover, Adj, Case 1	EA	3	\$ 522.00	\$ 1,566.00
15	Dr Structure, 24 inch Dia	EA	1	\$ 2,143.00	\$ 2,143.00
16	Dr Structure, Tap, 6 inch	EA	1	\$ 338.00	\$ 338.00
17	Sewer, CI A, 6 inch, Tr Det B	FT	20	\$ 73.00	\$ 1,460.00
18	Hand Patching	TON	5	\$ 942.00	\$ 4,710.00
19	Driveway, Nonreinf Conc, 6 inch	SYD	373	\$ 49.00	\$ 18,277.00

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Amount
20	Curb and Gutter, Conc, Det F4	FT	402	\$28.00	\$11,256.00
21	Driveway Opening, Conc, Det M	FT	170	\$28.00	\$4,760.00
22	Curb Ramp Opening, Conc	FT	100	\$28.00	\$2,800.00
23	Detectable Warning Surface, Modified	FT	90	\$46.00	\$4,140.00
24	Curb Ramp, Conc, 6 inch	SFT	1061	\$6.00	\$6,366.00
25	Sidewalk, Conc, 4 inch	SFT	1890	\$4.50	\$8,505.00
26	Sidewalk, Conc, 6 inch	SFT	19145	\$5.00	\$95,725.00
27	Fence, Protective	FT	100	\$15.00	\$1,500.00
28	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	FT	275	\$6.00	\$1,650.00
29	Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar	FT	40	\$21.00	\$840.00
30	Pavt Mrkg, Ovly Cold Plastic, Railroad sym (small)	EA	2	\$556.00	\$1,112.00
31	Sign, Type IIIA	SFT	55	\$21.00	\$1,155.00
32	Post, Steel, 3 lb	FT	30	\$10.00	\$300.00
33	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	EA	8	\$78.00	\$624.00
34	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	EA	8	\$6.00	\$48.00
35	Minor Traf Devices	LSUM	1	\$4,053.00	\$4,053.00
36	Plastic Drum, Fluorescent, Furn	EA	100	\$20.00	\$2,000.00
37	Plastic Drum, Fluorescent, Oper	EA	100	\$1.00	\$100.00
38	Sign, Type B, Temp, Prismatic, Furn	SFT	164	\$5.00	\$820.00
39	Sign, Type B, Temp, Prismatic, Oper	SFT	164	\$1.00	\$164.00
40	Sign, Type B, Temp, Prismatic, Special Furn	SFT	9	\$10.00	\$90.00
41	Sign, Type B, Temp, Prismatic, Special Oper	SFT	9	\$1.00	\$9.00
42	Sign, Portable, Changeable Message, Furn	EA	2	\$1,871.00	\$3,742.00
43	Sign, Portable, Changeable Message, Oper	EA	2	\$520.00	\$1,040.00
44	Hydrant Relocate, Case 1	EA	1	\$3,631.00	\$3,631.00
45	Turf Establishment, Performance	SYD	3100	\$20.00	\$62,000.00
46	Wayfinding Sign, Modified	EA	5	\$532.00	\$2,660.00
47	Bench, Modified	EA	8	\$241.00	\$1,928.00

Total Amount (numbers)

\$ 339,419.00

Total Amount (words)

Three hundred thirty nine thousand, four hundred nineteen

dollars.

5. Bidder agrees that the Work will be substantially complete on or before October 30, 2026 and completed and ready for final payment in accordance with paragraph 14.07 of Section 00700: General Conditions on or before November 13, 2026. The duration of construction from start to when the road is open to traffic shall not exceed 6 weeks.

If OWNER does not sign the Agreement within 21 days after the day of the bid opening, the dates for Substantial Completion and Final Completion will each be extended by one day for each day that the Notice of Award date exceeds the 21 days.

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

6. The following documents are attached to and made a condition of this bid:

A. Required bid security.

7. Communications to Bidder concerning this Bid shall be addressed to the address indicated below.

8. The terms used in this Bid which are defined in the General Conditions of the construction Contract, included as part of the Contract Documents, have the meanings assigned to them in Section 00700: General Conditions.

SUBMITTED on 4/23, 2026
Date*

65 Cole Street

Street*

Quincy, MI 49082

City, State, and Zip*

517-634-7656

Telephone Number*

BY: Parrish Excavating, Inc.
Name of Bidder*

[Signature]
Signature

Andrew Parrish, Vice President
Name and Title of Signatory*

*Typed or printed in ink.

END OF SECTION



April 17, 2026

To Whom It May Concern
City / Town / Municipal Entity Requiring Evidence of Authority

RE: Authority to Sign

To Whom it May Concern,

We, the shareholders (owners) and corporate officers of Parrish Excavating, Incorporated, hereby authorize Mark R. Diamond, President, Andrew Parrish, Vice President, and Zach Brockway, Secretary/Treasurer of said corporation to sign all legal paperwork, binding us in contractual agreement and obligation.

If you have any questions or need further information, please contact or call our corporate offices.

Parrish Excavating, Incorporated
65 Cole Street
Quincy, Michigan 49082
517.639.4656

Thank you.
Respectfully,

Mark Diamond, President
Parrish Excavating, Incorporated

Andrew Parrish, Vice-President
Parrish Excavating, Incorporated

Zachary Brockway, Secretary / Treasurer
Parrish Excavating, Incorporated

Brad Parrish, Chairman of the Board
Parrish Excavating, Incorporated

SECTION 00410

BID BOND

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

Bid Due Date: 4/23/2026
Project: S Kalamazoo Ave. Enhanced Sidewalk
Connector; 22031.00

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the following terms hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Surety (Principal Place of Business):

Bidder:

The Gray Casualty & Surety Company
Name of Surety*
1625 West Causeway Approach P.O. Box 6202
Street*
Metairie, LA 70009
City, State, Zip*

Parrish Excavating, Inc.
Name of Bidder*
65 Cole St.
Street*
Quincy, MI 49082
City, State, Zip*

(Seal)
Surety's Corporate Seal
By: Samuel Duchow
Signature and Title Samuel Duchow, Attorney-in-fact

(Seal)
Bidder's Corporate Seal
By: Andrew Parrish
Signature and Title Andrew Parrish Vice President
(Attach Power of Attorney)

Attest: Karla Heffron
Signature and Title Karla Heffron, Witness

Attest: [Signature]
Signature and Title

*Typed or printed in ink.

Bond:

Bond Number: TGS00362

Date (not later than Bid Due Date): 4/22/2026

Penal Sum: five percent of the amount bid (5.00%)

- Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
 2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extensions thereof agreed to in writing by OWNER) the Agreement required by the Bidding Documents and any performance any payment bonds required by the Bidding Documents and Contract Documents, or

All Bids are rejected by OWNER, or

OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by OWNER and Bidder, provided that the time for issuing notice of award including extension shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the states in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to attach to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

END OF SECTION

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: TGS00362 **Principal:** Parrish Excavating, Inc.
Project: S Kalamazoo Ave. Enhanced Sidewalk Connector; 22031.00

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Michael Douglas, Chris Kemp, Samuel Duchow, Eliot Motu, Connie Smith, Julla Douglas, Chris Steinagel, and Kory Mortel of Hudson, Wisconsin jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana
ss:

Parish of Jefferson
On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 22nd day of April, 2026

Mark Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 22nd day of April, 2026

Leigh Anne Henican



SECTION 00500

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2026 by and the City of Marshall (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: S. Kalamazoo Ave Enhanced Sidewalk Connector.

ARTICLE 2 - ENGINEER

The Project has been designed by Eng., Inc., Lansing, Michigan, who is hereinafter called ENGINEER and who will act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.1 The Work will be substantially complete on or before October 30, 2026. All the Work will be completed and ready for final payment on or before November 13, 2026. The duration of construction from start to when the road is open to traffic shall not exceed 6 weeks.

If OWNER does not sign the Agreement within 21 days after the day of the bid opening, the dates for Substantial Completion and Final Completion will each be extended by one day for each day that the Notice of Award date exceeds the 21 days.

3.2 Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Amount Dollars [\$500.00] for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining work within the Contract Time, CONTRACTOR shall pay OWNER Amount Dollars [\$500.00] for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents at the unit prices in CONTRACTOR's Bid.

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of Section 00700: General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Application for Payment as recommended by ENGINEER, monthly during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be on the basis of the progress of the Work based on unit prices and quantities of Work completed.

5.1.1 Prior to Substantial completion, progress payments will be made in an amount equal to: 100 percent of the Work completed and 100 percent of materials and equipment not incorporated in the Work but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of Section 00700: General Conditions less the aggregate of payments previously made and less such amounts as ENGINEER should determine or OWNER may withhold, in accordance with Article 14 of Section 00700: General Conditions, except that OWNER will retain a portion of each progress payment limited to:

5.1.1.1 Not more than 10 percent of the dollar value of the work completed until 50 percent of the Work has been completed as determined by ENGINEER.

5.1.1.2 After the Work has been 50 percent completed as determined by ENGINEER, additional retainage will not be withheld unless OWNER determines that CONTRACTOR is not making satisfactory progress, or for other specific cause relating to CONTRACTOR's performance under the Contract. If the OWNER so determines, the OWNER may retain not more than 10 percent of the dollar value of the Work more than 50 percent completed.

5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95 percent of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 14 of the General Conditions.

5.1.3 OWNER may deduct from progress payments amounts which are due to OWNER from CONTRACTOR in accordance with the Contract Documents.

5.1.4 After Substantial Completion, OWNER may, at OWNER's sole discretion, pay an amount sufficient to increase total payments to CONTRACTOR to more than 95 percent of the Contract Price (if OWNER has received consent of surety in a form acceptable to OWNER).

5.1.5 Progress payment shall not be due until 15 days after OWNER has received the funds with which to make the progress payment from a department or agency of the federal or state government, if any funds are to come from either of these sources.

5.2 The retained funds will not be commingled with other funds of OWNER and will be deposited in an interest bearing account in a regulated financial institution in this state where in all such retained funds are kept by OWNER which will account for both retainage and interest on each construction contract separately.

5.3 OWNER is not required to deposit retained funds in an interest bearing account if the retained funds are to be provided under a state or federal grant and the retained funds have not been paid to OWNER.

5.4 OWNER, at any time after 94 percent of Work under the Contract has been completed as determined by ENGINEER and at the request of CONTRACTOR, will release the retainage plus interest to the CONTRACTOR only if CONTRACTOR provides to OWNER an irrevocable letter of credit in the amount of the retainage plus interest, issued by a Bank authorized to do business in this state, containing terms mutually acceptable to CONTRACTOR and OWNER.

5.5 Unresolved disputes between OWNER and CONTRACTOR regarding retained funds and interest on retained funds shall be submitted to an agent in accordance with the dispute resolution process described in Section 4 of State of Michigan Act 524 of P.A. of 1980.

ARTICLE 6 - INTEREST

All moneys not paid when due as provided in Article 14 of Section 00700: General Conditions shall bear interest at the rate of 0.0 percent per month.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into the Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including technical data.

7.2 CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) if identified in Section 00800: Supplementary Conditions as provided in paragraph 4.02.1 of Section 00700: General Conditions. CONTRACTOR accepts the determination set forth in

paragraph SC-4.02 of Section 00800: Supplementary Conditions of the extent of the “technical data” contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of Section 00700: General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR’s purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

7.5 CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.6 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

7.7 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

7.8 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. CONTRACTOR’s Bid dated _____.
- 8.2. Addenda ____ to ____, inclusive.
- 8.3. This Agreement.
- 8.4. Construction Performance Bond.
- 8.5. Construction Payment Bond.
- 8.6. General Conditions.
- 8.7. Supplementary Conditions.
- 8.8. Notice of Award
- 8.9. Notice to Proceed.
- 8.10. Project Manual bearing the title: S. Kalamazoo Ave Enhanced Sidewalk Connector and consisting of Sections and Divisions and Drawings as listed in the Table of Contents thereof and dated April 2026
- 8.11. Drawings, consisting of sheets as listed on the cover sheet with each sheet bearing the following general title: S. Kalamazoo Ave Enhanced Sidewalk Connector and dated April 2026
- 8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments.
 - b. Change Orders.

There are no Contract Documents other than those listed above in Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of Section 00700: General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.1. Terms used in the Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in Section 00700: General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER.

CONTRACTOR:

OWNER:

By: _____
Name of CONTRACTOR

City of Marshall _____

Signature

Signature

Name and Title of Signatory*

Name and Title of Signatory*

Witness: _____

Witness: _____

Witness: _____

Witness: _____

Signed on _____, 20__
Date*

Signed on _____, 20__
Date*

Street*

Street*

City, State and Zip*

City, State and Zip*

Telephone Number*

Telephone Number*

* typed or printed in ink.

END OF SECTION

April 29, 2026

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

RE: Construction Engineering Services for S. Kalamazoo Ave Enhanced Sidewalk Connector

Dear Ms. Davenport:

Thank you for the opportunity to submit this proposal for Construction Engineering Services for the S. Kalamazoo Ave Enhanced Sidewalk project. As you are aware, the project has been successfully bid and the apparent successful bidder is Parrish Excavating, Inc. with an as-submitted Bid of \$339,419.00. With Bidding complete, we have fulfilled the design and bidding services of the project.

This proposal is for Construction Engineering services, to include engineering supervision, full-time construction inspection (50 hours per week), construction layout and staking, and materials testing as needed. We propose to perform Construction Engineering Services based on 6 weeks of construction for a proposed fee of **\$53,885.00**, to be billed on a Not-to-Exceed hourly basis.

If this proposal is agreeable to you, Eng., Inc. requests that you sign this letter in the space provided below and return it to us. By accepting this proposal, Eng., Inc. understands that the undersigned is authorized to enter into this agreement, and that you agree with the terms and conditions included in the Eng., Inc. Agreement for Engineering and Surveying Services previously provided.

If you have any questions, please do not hesitate to call.

Sincerely,

Eng., Inc.



Erik J. Morris, PE
Vice President

Proposal for \$53,885.00 accepted by the City of Marshall:

Authorized Signature

Date

Printed Name

Title



S. Kalamazoo Ave Enhanced Sidewalk Connector
Work Plan and Estimate



Rate:	\$215.00	\$105.00	\$105.00	\$110.00	\$135.00	\$350.00	\$250.00	
	<i>Principal</i>	<i>Staff Eng. I</i>	<i>Staff Eng I</i>	<i>Staff Eng II</i>	<i>Surveyor</i>	<i>per day</i>	<i>per day</i>	
	Morris	Schaffer	Inspector	Cook	Sinnaeve	Concrete Rental	Nuke Rental	Total

4/29/2026

Construction Engineering

	Morris	Schaffer	Inspector	Cook	Sinnaeve	Concrete Rental	Nuke Rental	Total
Construction engineering	12	40						
Construction inspection (6 weeks)			300					
Materials testing			12	24		12	12	
Construction staking and layout					24			
Record drawings and closeout	1	4	6					
subtotal:	13.0	44.0	318.0	24.0	24.0	12.0	12.0	447.0
Task Subtotal:	\$2,795.00	\$4,620.00	\$33,390.00	\$2,640.00	\$3,240.00	\$4,200.00	\$3,000.00	\$53,885.00

Total Lump Sum = \$53,885.00

ITEM: 12.C

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
DATE: May 4, 2026
SUBJECT: **RESOLUTION 2026-10- BROOKS MEMORIAL FOUNTAIN RESTORATION**

The City Council work session on August 6, 2026 reviewed the analysis completed recently related to Brooks Memorial Fountain and presented a *Centennial Restoration* project for the fountain to be completed in time for a rededication of the fountain in 2030. The fountain was constructed in 1930 and 100 years marks a significant milestone in its life.

Information presented during the work session outlined the current status of the fountain, recent planning and surveying work, input received from industry experts, and a plan of action over the next 4 years to see the *Centennial Restoration* project come to fruition. As such, a resolution of support memorializing the direction provided by City Council is proposed for consideration. The resolution affirms that the fountain will be replicated with a natural stone material differing from the originally constructed material (terracotta), the construction contract structure will be a collaborative design-build structure, and the City will enter into a contract with an engineering firm to issue the requests for proposal and choose the partner contractor based on qualifications.

BUDGET IMPACT:

None. This action has no immediate impact on the City's budget.

RECOMMENDATION:

Approve Resolution 2026-10, A Resolution to Support the Brooks Fountain Centennial Restoration and authorize the City Manager to sign the necessary documents.

**CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2026-10**

**A RESOLUTION TO SUPPORT THE BROOKS FOUNTAIN CENTENNIAL
RESTORATION**

Minutes of a regular meeting of the Council of the City of Marshall, held on May 4, 2026 at 7:00 PM.

PRESENT:

ABSENT:

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

WHEREAS, on April 20, 2026 City Council held a work session reviewing the restoration options and proposals from City staff for Brooks Memorial Fountain. Previously, in 2022, a work session was held to inform City Council of the fountain’s deteriorating condition and challenges for on-going maintenance; and

WHEREAS, City Council provided direction in 2022 for a full replication of the fountain to be pursued based on the existing condition and unsustainable operations and maintenance of the structure; and

WHEREAS, after direction in 2022, further analytical work occurred including plan development, destructive testing, 3D laser scanning, and collaboration with industry experts; and

WHEREAS, the centennial anniversary of the original Brooks Memorial Fountain will occur in 2030 which provides a monumental year in which to rededicate the fountain for another century of life and service to the City of Marshall; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL hereby affirms agreement to;

1. Replace the Brooks Memorial Fountain with natural material that is not the originally constructed material.
2. Contract for the development of a request for proposals for a collaborative construction contract structure
3. Authorize City staff to embark on a qualifications-based selection of a construction contractor who has proven success in the restoration and replication of structures similar to Brooks Fountain.

Resolution declared adopted this 4th day of May 2026.

Michelle Eubank, City Clerk

I, Michelle Eubank, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on May 4, 2026 and that the said meeting was conducted and that the minutes of the meeting were kept and will be or have been made available.

Michelle Eubank, City Clerk

ITEM: 12.D
ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Michelle Eubank, City Clerk
DATE: May 4, 2026
SUBJECT: **SPECIAL EVENT REQUEST- BAYBERRY HOUSE INTERIORS
RETIREMENT PARTY**

Bayberry House Interiors has submitted a Special Event request for a retirement party/Marshall Historical Society fundraiser. They are requesting to place a tent in the parking spaces and road on N Park St from the KCCU drive-thru south to Michigan Ave, as well as electricity for the event. The event organizer has been made aware that the tent cannot be staked into the asphalt in the road or parking spaces. The event will take place May 16, 2026, from 4:00 pm to 8:00 pm, but will require the closure of N Park St from Noon on May 15, 2026, to 5:00 pm on May 17, 2026, for the placement of the tent.

BUDGET IMPACT:
The anticipated costs for this event are \$375 and will be billed to the event organizer at cost after the event.

RECOMMENDATION:
Approve the special event request for the Bayberry House Interiors Retirement Party for May 15-17, 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: Bayberry House Interiors Retirement Party

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

Mailing/Billing Address: [REDACTED]

City/State/ZIP Code: Marshall MI 49068

Business Phone: [REDACTED] Cell Phone: [REDACTED]

Email Address(es): [REDACTED]

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: May 15 - 17, 2024
text delivery 12-5:00/pick up 12-5:15 PM

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

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

3. Please describe the event(s): Retirement party/fundraiser for Marshall Historical Society

4. What is the requested location(s) of the event(s): 108 N. Park Avenue

5. Does this event require a street closure? Yes No Street Name: Park Avenue

Start and End Locations: KCCU parking lot south to Michigan Avenue

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

General

- 6. Is this event expected to occur again in a future calendar year? Yes _____ No X
Normal Annual Date? _____
- 7. Have you included a map indicating the location of your event? * See attached Yes X No _____
- 8. Is your event located within the Downtown Development Authority? Yes _____ No _____
- 9. Does the applicant wish to prohibit vending within the event area? Yes _____ No X
- 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 _____ No X
- 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 X 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 _____ 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 _____ 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 X No _____
 - a. Musicians Yes X No _____
 - b. Singers Yes _____ No X
 - c. Amplified Announcers Yes _____ No X
 - 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? 4:00-8:00 pm
- 22. Will the event include unusual lighting beyond what is normal at that location? Yes _____ No X

Alcohol Consumption

- 23. Are alcoholic beverages proposed to be served as part of the event? Yes X No _____
- 24. Will you be utilizing a LLC regulated boundary? Yes _____ 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 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 X No _____

See attached

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: **Janet Ostrum** Date: **3/27/26** _____

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.



