

CITY COUNCIL AGENDA

Regular Meeting

July 6, 2026 at 7:00 PM



- 1) **CALL TO ORDER**
- 2) **ROLL CALL**
- 3) **INVOCATION**
- 4) **PLEDGE OF ALLEGIANCE**
- 5) **APPROVAL OF AGENDA** - Items can be added or deleted from the Agenda by City Council action.
- 6) **PUBLIC COMMENT ON AGENDA ITEMS** Persons addressing City Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of three (3) minutes. Comments shall address AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion (Item 10) of the meeting agenda. Non-Agenda items shall be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS (Item 14) portion of the meeting agenda.
- 7) **CONSENT AGENDA**
 - A. **City Council Minutes**
Regular Session - June 15, 2026
 - B. **City Bills**

Purchases 6/12/26	\$670,002.58
Purchases 6/18/26	\$19,155.05
Purchases 6/25/26	\$145,909.33
TOTAL	\$835,066.96
 - C. **ENGINEERING SERVICES - WASTEWATER TREATMENT PLANT**
 - D. **EQUIPMENT PURCHASE - ENGINEERING VEHICLE**
 - E. **EQUIPMENT PURCHASE - WASTEWATER VEHICLE**
 - F. **EQUIPMENT PURCHASE- MRLEC VEHICLE, PLOW, SALTER**
- 8) **PRESENTATIONS AND RECOGNITIONS**
- 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. **CDBG HOUSING REPAIR GRANT APPLICATION**
 - B. **SPECIAL LAND USE (SLU) #26-0001 - 902/1102 W. HANOVER ST. OUTDOOR STORAGE**
- 11) **OLD BUSINESS**
- 12) **REPORTS AND RECOMMENDATIONS**

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

**A. CONTRACT - COMPREHENSIVE TRANSITION AGREEMENT
CITY OF MARSHALL & TACC/RIDE CALHOUN**

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

June 15, 2026

Regular Meeting - 7:00 PM

[IGNORE_INDENT]

1) CALL TO ORDER

IN A REGULAR SESSION held on Monday, June 15, 2026 at 7:00 PM in the Council Chambers of City Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Wolfersberger.

2) ROLL CALL

Roll was called:

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

Also Present: Manager Perry and Deputy Clerk Cary

Absent: Jacob Gates

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

3) INVOCATION

4) PLEDGE OF ALLEGIANCE

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

Moved by James Hackworth, supported by Ryan Traver 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, Regis Klinger of 348 Butler Ct, Brain Munger of 200 E Spruce St, and Laura Valentine of 509 N Drive E gave public comment.

7) CONSENT AGENDA

Moved by James Hackworth, supported by Theresa Chaney-Huggett to approve the consent agenda as presented. On a roll call vote:

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

Nays: None

Abstain: None

Motion carried.

CITY OF MARSHALL, MICHIGAN

RESOLUTION #2026.18

THE CITY OF MARSHALL
AMENDED GENERAL APPROPRIATION ACT RESOLUTION
July 1, 2025 – June 30, 2026

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL that the revenues and expenditures for the fiscal year, commencing July 1, 2025, and ending June 30, 2026, are hereby amended on a departmental and fund total basis per the attachment, summarized as follows:

	Revenues	Expenditures
General (Fund 101)	50,000	492,690
Miscellaneous Revenue	50,000	-
City Council		400
City Manager		9,290
City Assessor		7,500
Non-Departmental		65,000
City Hall		20,000
City Attorney		55,000
Human Resources		3,500
Police		119,000
Dispatch		4,000
Fire		105,000
Compost		1,500

Cemetery		50,000
PSB Operations		29,000
Parks		23,500
Farmers Market (Fund 211)		5,500
Leaf, Brush, & Trash Fund (Fund 226)		66,000
Federal Grant Fund - SAFER (Fund 246)	42,000	42,000
Building Inspection Fund (Fund 249)	177,000	200,000
Airport Fund (Fund 295)		19,000

BE IT FURTHER RESOLVED, the use of prior year's fund balance/net position reserves is not reflected in a Fund's revenue figure above, and that the source of funding for a Fund's Net Loss/(Deficit) shall be the use of prior year's fund balance/net position reserves.
Resolution declared adopted this 15th day of June, 2026.

Michelle Eubank, City Clerk

I, Michelle Eubank, being duly sworn as the City Clerk for the City of Marshall, hereby

certify that the foregoing is a true and complete copy of a resolution adopted by the City

Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting

held on June 15, 2026, and that said meeting was conducted and that the minutes of said meeting were kept and will be or have been made available.

Michelle Eubank, City Clerk

A. City Council Minutes

Work Session- June 1, 2026

Regular Session - June 1, 2026

B. City Bills

Purchases 5/29/2026

\$45,245.63

Purchases 6/1/2026

\$16,238.74

Purchases 6/5/2026

\$336,761.14

May Power Purchase

\$852,589.78

TOTAL

\$1,250,835.29

C. BUDGET AMENDMENTS - FOURTH QUARTER FY2026

D. COLLECTIVE BARGAINING AGREEMENT - POLICE PATROL

E. COLLECTIVE BARGAINING AGREEMENT - POLICE COMMAND

F. PURCHASE - PROPERTY AND LIABILITY INSURANCE

**G. CONTRACT - MASTER SERVICE AGREEMENT WITH FOURTH LINE
POWER ENGINEERING LLC**

8) PRESENTATIONS AND RECOGNITIONS

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. RESOLUTION 2026-17 - WATER AND SEWER RATES

Moved by Ryan Underhill, supported by Andrew Scibbe to Approve Resolution 2026-17, A Resolution to Adopt Water and Sewer Rates and authorize the City Manager to sign the necessary documents. On a roll call vote:

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

Nays: None

Abstain: None

Motion carried.

CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2026-17

A RESOLUTION TO ADOPT WATER AND WASTEWATER RATES

Minutes of a regular meeting of the Council of the City of Marshall, held on June 15, 2026 at 7:00 PM.

PRESENT:

ABSENT:

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

WHEREAS, Chapter 53; Sections 53.01 and 53.02 of the Code of Ordinances, as amended, otherwise known as the Water Rates and Sewer Rates, references these charges for various services shall be established by Resolution.

WHEREAS, on June 1, 2026 City Council held a work session to review proposed water and sewer rates; and

WHEREAS, as part of bringing water and wastewater services to the MAJOR Campus a separate distribution system (Distribution 2) was created to be owned and operated by the City of Marshall; and

WHEREAS, City Council has directed a dedicated rate for those served by Distribution 2 be created that differs from users in the historic service area (Distribution 1); and

WHEREAS, City Council has directed the existing declining block structure of the Distribution 1 commodity rate to be retired over the next three years; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL hereby adopts the water and wastewater utility rates, effective July 1, 2026 as outlined in the following tables.

Water

Readiness to Serve Charge		
Per meter per month		
Meter Size	Current	FY27
1"	\$ 24.04	\$ 24.76
1 1/2"	\$ 61.77	\$ 63.62
2"	\$ 111.45	\$ 114.79
3"	\$ 250.95	\$ 258.48
4"	\$ 469.73	\$ 483.82
6"	\$ 1,010.21	\$ 1,040.52
8"	\$ 1,776.40	\$ 1,829.69
10"	\$ 2,750.01	\$ 2,832.51

Commodity Rates			
Per 100 cubic feet			
Area	Block	Current	FY27
Dist 1	1	\$ 4.83	\$ 4.97
	2	\$ 4.06	\$ 4.46
	3	\$ 3.28	\$ 3.94
Dist 2		\$ 3.28	\$ 3.52

Wastewater

Readiness to Serve Charge		
Per meter per month		
Meter Size	FY26	FY27
1"	\$ 20.03	\$ 21.08
1 1/2"	\$ 51.46	\$ 54.16
2"	\$ 92.83	\$ 97.70
3"	\$ 209.02	\$ 219.99
4"	\$ 391.24	\$ 411.78
6"	\$ 841.05	\$ 885.21
8"	\$ 1,478.69	\$ 1,556.32
10"	\$ 2,288.86	\$ 2,409.03

Commodity Rates		
Per 100 cubic feet		
Category	FY 26	FY27
Dist 1	\$ 4.73	\$ 4.98
Dist 2	\$ 4.73	\$ 5.78
Flat Rate	\$ 48.44	\$ 50.98

Resolution declared adopted this 15th day of June, 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 June 15, 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. SPECIAL EVENT REQUEST - MARSHALL MOTORFEST

Moved by James Hackworth, supported by Andrew Scibbe to Approve the MAEDA Marshall MotorFest Special Event Application for Friday July 31 and Saturday August 1, 2026. On a voice vote: **Motion carried.**

C. SOCIAL DISTRICT PERMIT REQUEST - HOME SLICE

Moved by Andrew Scibbe, supported by James Hackworth to Approve Resolution 2026-16, Local Governmental Unit Approval For Social District Permit, requested by Home Slice Pizza at 115 S Grand St. On a roll call vote:

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

Nays: None

Abstain: None

Motion carried.

D. SET PUBLIC HEARING - CDBG HOUSING REPAIR GRANT APPLICATION

Moved by Theresa Chaney-Huggett, supported by Andrew Scibbe to Set a Public Hearing for the CDBG Application for the Housing Repair Grant Program for the July 6, 2026, City Council 7 PM regular meeting. On a voice vote: **Motion carried.**

E. SET PUBLIC HEARING - 902/1102 WEST HANOVER STREET SPECIAL LAND USE - OUTDOOR STORAGE

Moved by James Hackworth, supported by Ryan Underhill to Set a Public Hearing for Special Land Use #SPLU26-0001 to allow for Outdoor Storage at the self-storage facility at 902/1102 West Hanover Street for July 6, 2026, at 7 PM. On a voice vote: **Motion carried.**

13) APPOINTMENTS / ELECTIONS

A. MSCPA COMMISSIONER AND ALTERNATE APPOINTMENT

Moved by James Hackworth, supported by Ryan Underhill to Approve Resolution 2026-14, A Resolution to appoint Kip Sundberg as MSCPA Commissioner, and Christy Ramey as Alternate. On a roll call vote:

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

Nays: None

Abstain: None

Motion carried.

CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2026-14

A RESOLUTION TO APPOINT MSCPA COMMISSIONER AND ALTERNATE

Minutes of a regular meeting of the Council of the City of Marshall, held on June 15, 2026, at 7:00 PM.

PRESENT:

ABSENT:

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

WHEREAS, the incorporation and organization of the Michigan South Central Power Agency, a joint agency, is governed by Public Act 448 of the State of Michigan, and

WHEREAS, the City of Marshall has entered into a Joint Agency with three other municipalities by signed agreements, and

WHEREAS, Public Act 448 stipulates that a commissioner and an alternate must be appointed by the governing body of each municipality to represent them on this Commission,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL that Kip Sundberg be and hereby is appointed as Commissioner and Christy Ramey as Alternate Commissioner to represent the City of Marshall on the MSCPA Board of Commissioners.

Resolution declared adopted this 15th day of June 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 MONTH DATE, YEAR 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. CALHOUN COUNTY CONSOLIDATED DISPATCH AUTHORITY BOARD APPOINTMENT

Moved by Ryan Traver, supported by Andrew Scibbe to Approve the appointment of Fire Chief Martin Erskine to the Calhoun County Consolidated Dispatch Authority to represent the City of Marshall. On a voice vote: **Motion carried.**

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

Rebekah Sebring of Marshall, Durry Parker of 120 Circle Dr, Regis Klinger of 348 Butler Ct, Lynn Sleight of Marshall, William LaTarte, Anthony Garn, Julie Bryant, Wayne McGlider, Brain Munger, Barry Wayne Adams, Ryan Watson, Laura Valentine, and Rick Huggett gave public comment.

15) COUNCIL AND MANAGER COMMUNICATIONS

- 16) CLOSED SESSION** Pursuant to section 8(a) of the Michigan Open Meetings Act, to consider a periodic evaluation of an employee, if the named individual requests a closed session.

Moved by Ryan Traver, supported by James Hackworth to Move that the City Council go into closed session under section 8(a) of the Michigan Open Meetings Act (PA 267 of 1976) to consider the evaluation of the City Manager. On a roll call vote:

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

Nays: None

Abstain: None

Motion carried.

City Council moved into closed session at 8:32 P.M.

City Council returned from closed session at 8:58 P.M.

A. CITY MANAGER REVIEW

17) POST CLOSED SESSION ACTION

Moved by Andrew Scibbe, supported by James Hackworth to approve the City Manager's ongoing employment contract. On a roll call vote:

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

Nays: None

Abstain: None

Motion carried.

18) ADJOURNMENT

The meeting was adjourned at 9:00P.M.

Respectfully submitted by,

Brandie Cary
Deputy Clerk

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 06/12/2026 - 06/12/2026
JOURNALIZED
PAID

INVOICE NUMBER	EXPECTED CHECK RUN	VENDOR NAME	DESCRIPTION	AMOUNT PAID
1R43-Q99Y-9KK3	06/12/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-SUPPLIES	56.98
1XGT-FGJD-RTNP	06/12/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-RIFLE EQUIP	1,198.00
1K3Q-H7LQ-9763	06/12/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-DPW OPEN HOUSE	110.97
1RY4-VJDJ-CH9P	06/12/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-FLAG PROJECT	101.97
13P1-PXXN-6GFK	06/12/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-BATTERIES	26.97
1PH9-HW7G-FCW7	06/12/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-BOND PAPER	91.40
1LH1-KJT4-VKPV	06/12/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-SUPPLIES	133.59
1MRP-VRXY-L33P	06/12/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-SUPPLIES	114.61
1W4V-T4C7-7GLX	06/12/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-BOOTS	169.95
16LN-3MJG-K4CL	06/12/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-DOOR LOCK	8.99
1NMY-M9DR-9F7G	06/12/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-GARDEN BED	77.98
1LLQ-YFN6-7KWD	06/12/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-SOFTBALLS	191.17
1FCH-7FV6-TKRM	06/12/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-PITCHERS PLATE	36.98
1YXF-Q6Q1-4G44	06/12/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-MARKING PAINT	47.34
1K37-JG3Y-N7MC	06/12/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-STRAND	239.92
1J6V-MKPD-T937	06/12/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-SUPPLIES	56.47
1N66-Q1GK-XR6H	06/12/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-SUPPLIES	482.03
1DQQ-J4DV-4YCK	06/12/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-REC SUPPLIES	581.76
1QXY-CD7X-F4VY	06/12/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-REC SUPPLIES	271.77
11LX-6KQD-KGX7	06/12/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-REC SUPPLIES	95.54
1LF6-NQF6-NHVJ	06/12/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-SUPPLIES	36.83
1YFG-C1MC-PRX3	06/12/2026	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-SUPPLIES	52.40
42043736	06/12/2026	APPLIED CAPITAL, LLC	CONTRACT NO. 132-1753516-000 MRLEC COPIE	117.52
3167133	06/12/2026	APPLIED INNOVATION	ACCT NO. LAG783-007 MRLEC COPIER BASE &	111.16
82268	06/12/2026	ARGENT INSTITUTIONAL	TACCT. #MARSHLMIGO21 BOND ADMIN FEES 2026	500.00
82269	06/12/2026	ARGENT INSTITUTIONAL	TACCT. #MARSHLMI21A BOND ADMIN FEES 2026-	500.00
82270	06/12/2026	ARGENT INSTITUTIONAL	TACCT. #MARSHLMI21B BOND ADMIN FEES 2026-	500.00
82276	06/12/2026	ARGENT INSTITUTIONAL	TACCT. #MARSHLWTR19 BOND ADMIN FEES 2026-	500.00
8709	06/12/2026	ASI SECURITY	CAMERA INSTALL & MONTHLY ALARM FEE AT PS	1,444.00
225-539864	06/12/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610-SUPPLY	27.09
225-539836	06/12/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610-GENERATOR FUSE	6.38
225-539975	06/12/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610-PARTS CLEANER	75.79
225-539976	06/12/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610-OIL/FILTER	24.64
225-539944	06/12/2026	AUTO VALUE MARSHALL	OILS, PARTS & SUPPLIES	6,386.36
225-540064	06/12/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610-OIL	157.61
225-540049	06/12/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610-CLEANER	37.67
225-540238	06/12/2026	AUTO VALUE MARSHALL	ACCT NO. 22500610-LED	440.95
22131029.01 - 1	06/12/2026	BARR ENGINEERING MICH	PROFESSIONAL SERVICES FOR FERC RESPONSE	2,244.50
0396194-IN	06/12/2026	BEAVER RESEARCH COMPAN	POWER HOUSE-CLEANER SUPPLIES	1,272.68
10076	06/12/2026	BELLEVUE HARDWARE	SMOKE ALARMS	5,697.00
967288716	06/12/2026	BESCO WATER TREATMENT,	MRLEC SOFTENER SALT	190.50
3317	06/12/2026	BLUE HERON MINISTRIES,	PRESCRIBED FIRES AT BROOKS NATURE AREA 4	2,175.00
05182026	06/12/2026	BOSSERD FAMILY FARM	FLOWERS FOR DOWNTOWN PLANTERS	2,953.07
168617	06/12/2026	BS & A SOFTWARE	INTEGRATED PAYMENTS FEE APRIL 2026	1,006.00
12022025	06/12/2026	BUILDERS' HANDLE AND H	UPS SHIPPING (MOTOR POOL)	15.41
05212026	06/12/2026	BUILDERS' HANDLE AND H	UPS SHIPPING (FIBER)	19.21
06052026	06/12/2026	BUILDERS' HANDLE AND H	UPS SHIPPING (POLICE)	20.70
12731	06/12/2026	CALHOUN COUNTY, MI	ANNUAL MAINTENANCE - RMS ANNUAL DUES	6,027.30
06/12/2026	06/12/2026	CARNEY, MATTHEW	UB refund for account: 3204960011	0.60
143551	06/12/2026	CARR BROTHERS & SONS,	28 YDS TOPSOIL	1,142.00
AJ4IE2D	06/12/2026	CDW GOVERNMENT	MICROSOFT SURFACE KEYBOARD & UAG PLASMA	687.00
773815	06/12/2026	CHR SOLUTIONS	FIBERNET MANAGED IT SERVICES JUNE 2026	5,100.00
773742	06/12/2026	CHR SOLUTIONS	MAPPING	900.00
233	06/12/2026	CHRISTOFF & SONS FLOOR	MRLEC CARPET PROJECT - FINAL PAYMENT	14,637.32
4268916737	06/12/2026	CINTAS CORP	UNIFORM SERVICES - FIBER 05/12	35.66
4268916736	06/12/2026	CINTAS CORP	UNIFORM SERVICES - WW 05/12	66.68
4268916842	06/12/2026	CINTAS CORP	UNIFORM SERVICES - WATER 05/12	69.28
4269716269	06/12/2026	CINTAS CORP	UNIFORM SERVICES - FIBERNET 5/19	35.66
4269716279	06/12/2026	CINTAS CORP	UNIFORM SERVICES - WW 05/19	66.68
4269716345	06/12/2026	CINTAS CORP	UNIFORM SERVICES - WATER 05/19	69.28
4270334679	06/12/2026	CINTAS CORP	UNIFORM SERVICES - FIBER 05/26	35.66
4270334680	06/12/2026	CINTAS CORP	UNIFORM SERVICES - WW 05/26	66.68
4270334722	06/12/2026	CINTAS CORP	UNIFORM SERVICES - WATER 05/26	69.28
4271216942	06/12/2026	CINTAS CORP	UNIFORM SERVICES - FIBER 06/02	36.43
4271216878	06/12/2026	CINTAS CORP	UNIFORM SERVICES - WW 06/02	66.68
4271217015	06/12/2026	CINTAS CORP	UNIFORM SERVICES - WATER 06/02	69.28
4271657	06/12/2026	CINTAS CORP	UNIFORM SERVICES - CITY HALL 06/05	35.00
38374	06/12/2026	CITY OF BATTLE CREEK	PURCHASED WATER	11,549.09
06122026	06/12/2026	CITY OF MARSHALL	REIMBURSEMENT FOR FARMER'S MARKET PETTY	226.00
06012026	06/12/2026	COGENT COMMUNICATIONS,	FIBERNET ISP PRIMARY PROVIDER JUNE 2026	10,275.00
00614540	06/12/2026	CONSUMERS CONCRETE COR	3500 PSI GRAVEL	2,019.00
9328861027	06/12/2026	CONSUMERS ENERGY	COST TO REPAIR DAMAGED GAS FACILITY AT S	3,683.16
9328798253	06/12/2026	CONSUMERS ENERGY	CONSUMERS ENERGY POLE RELOCATION #107648	6,877.00
0237115	06/12/2026	COOPERATIVE RESPONSE C	SUPPORT AND CALLS FOR 05 2026	1,363.77
10079	06/12/2026	COURTNEY & ASSOCIATES	MONTHLY RETAINER SERVICE MAY 2026	250.00
06032026	06/12/2026	CROW, CURT	TRAVEL REIMBURSEMENT TO AMP HYDRO PLANT	48.16
555578	06/12/2026	CRYSTAL FLASH, INC.	ACCT NO. 149759-1 REC GAS 0520	2,284.78
S3-260564213	06/12/2026	CUMMINS SALES AND SERV	REPLACED GENERATOR BATTERY AT CITY HALL	224.40
199465	06/12/2026	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES	151.13

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199466	06/12/2026	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES-CITY	180.05
199467	06/12/2026	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES-MRLEC	47.76
199524	06/12/2026	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES-MRLEC	115.26
1837	06/12/2026	D&D DIAGNOSTICS LLC	ENGINE REBUILD FOR UNIT #300 DIGGER DERR	20,947.33
1889	06/12/2026	D&D DIAGNOSTICS LLC	REPAIRS TO TRUCK #301	2,453.75
669217	06/12/2026	DARLING ACE HARDWARE	BOLTS, FASTENERS	11.25
669336	06/12/2026	DARLING ACE HARDWARE	CEMETERY FLOWERS	2,901.25
669050	06/12/2026	DARLING ACE HARDWARE	SPRAY	6.99
669046	06/12/2026	DARLING ACE HARDWARE	CAULK	33.97
669192	06/12/2026	DARLING ACE HARDWARE	TRIMMER LINE, FLUID	31.97
669244	06/12/2026	DARLING ACE HARDWARE	SCREWDRIVER CAB	14.99
669306	06/12/2026	DARLING ACE HARDWARE	TRIMMER	619.98
669302	06/12/2026	DARLING ACE HARDWARE	CABLE TIE	9.99
669290	06/12/2026	DARLING ACE HARDWARE	BATTERY, FILTER	16.58
669347	06/12/2026	DARLING ACE HARDWARE	TAPE	8.58
669489	06/12/2026	DARLING ACE HARDWARE	NUTS, BOLTS	11.04
669532	06/12/2026	DARLING ACE HARDWARE	SUPPLIES	42.56
669619	06/12/2026	DARLING ACE HARDWARE	SEALS	1.98
669590	06/12/2026	DARLING ACE HARDWARE	SUPPLIES	41.96
669635	06/12/2026	DARLING ACE HARDWARE	FLAG SUPPLIES	31.16
669661	06/12/2026	DARLING ACE HARDWARE	SUPPLIES	32.57
669686	06/12/2026	DARLING ACE HARDWARE	EDGER	404.31
669704	06/12/2026	DARLING ACE HARDWARE	FUEL, OIL	40.97
669805	06/12/2026	DARLING ACE HARDWARE	HYDRANT/PLANT SUPPLIES	97.30
669811	06/12/2026	DARLING ACE HARDWARE	SPRAYER	84.96
669808	06/12/2026	DARLING ACE HARDWARE	BRAKE CLEAN	55.97
669803	06/12/2026	DARLING ACE HARDWARE	BLKTOP CRACKSTOP	38.97
669868	06/12/2026	DARLING ACE HARDWARE	SUPPLY	11.99
669925	06/12/2026	DARLING ACE HARDWARE	SANDDISC	9.99
670004	06/12/2026	DARLING ACE HARDWARE	PAINT SUPPLY	28.77
669955	06/12/2026	DARLING ACE HARDWARE	PLIERS	15.99
669934	06/12/2026	DARLING ACE HARDWARE	SUPPLIES	30.17
669983	06/12/2026	DARLING ACE HARDWARE	NUTS, BOLTS	23.23
669991	06/12/2026	DARLING ACE HARDWARE	SCREEN	5.50
670085	06/12/2026	DARLING ACE HARDWARE	OIL	17.98
670080	06/12/2026	DARLING ACE HARDWARE	COIL CHAIN	27.54
670183	06/12/2026	DARLING ACE HARDWARE	BATTERY TAPE	35.97
670190	06/12/2026	DARLING ACE HARDWARE	TRIMMER, SQUARE	320.85
670131	06/12/2026	DARLING ACE HARDWARE	SANDBELT	78.97
670180	06/12/2026	DARLING ACE HARDWARE	CLOROX	7.99
670202	06/12/2026	DARLING ACE HARDWARE	NUTS, BOLTS	10.80
670189	06/12/2026	DARLING ACE HARDWARE	ENAMEL	149.98
670310	06/12/2026	DARLING ACE HARDWARE	SAND DISC	38.98
9955590	06/12/2026	DEFOREST BROTHERS CONC	SIDEWALK REPAIR AT N. GORDON STREET	2,448.00
9955591	06/12/2026	DEFOREST BROTHERS CONC	SIDEWALK REPAIR AT N. GORDON STREET	2,694.00
9955592	06/12/2026	DEFOREST BROTHERS CONC	SIDEWALK REPAIR AT N. GORDON STREET	1,870.00
9955593	06/12/2026	DEFOREST BROTHERS CONC	SIDEWALK REPAIR AT SCHUYLER & N. GORDON	1,550.00
3687	06/12/2026	DEPENDABLE FIRE APPARA	INSTALLED OPTICOM SYSTEM ON 12 EMERGENCY	6,090.00
3688	06/12/2026	DEPENDABLE FIRE APPARA	SERVICE CALL TO REPAIR RESCUE 12	332.21
3689	06/12/2026	DEPENDABLE FIRE APPARA	SERVICE CALL TO REPAIR ENGINE 12	145.94
48802	06/12/2026	DUNCAN & ALLEN LLP	PROFESSIONAL LEGAL SERVICES FOR ELECTRIC	5,117.00
48871	06/12/2026	DUNCAN & ALLEN LLP	PROFESSIONAL LEGAL SERVICES FOR ELECTRIC	1,702.00
48872	06/12/2026	DUNCAN & ALLEN LLP	PROFESSIONAL LEGAL SERVICES FOR ELECTRIC	5,400.00
49012	06/12/2026	DUNCAN & ALLEN LLP	ADVCE & GENERAL COUNCIL ASSISTANCE 4/30	3,180.00
0538387	06/12/2026	EN ENGINEERING, LLC	SCADA ENHANCEMENTS	10,778.00
0019626	06/12/2026	ENG., INC.	SOUTH KALAMAZOO CONNECTOR PROJECT 2/28/2	1,282.50
0019665	06/12/2026	ENG., INC.	SOUTH KALAMAZOO CONNECTOR PROJECT 3/31/2	4,940.00
0019742	06/12/2026	ENG., INC.	SOUTH KALAMAZOO CONNECTOR PROJECT 4/30/2	2,087.50
0019627	06/12/2026	ENG., INC.	COSMOPOLITAN WATERMAIN REPLACEMENT 2/28/	865.00
0019666	06/12/2026	ENG., INC.	COSMOPOLITAN WATERMAIN REPLACEMENT 3/31/	585.00
0019751	06/12/2026	ENG., INC.	COSMOPOLITAN WATERMAIN REPLACEMENT 4/30/	565.00
18608846	06/12/2026	EPB FIBER OPTICS	ACCT NO. C10527068 FIBERNET TECH SUPPORT	6,000.00
I143205	06/12/2026	ERIC DALE HEATING & AI	SERVICE CALL-POWER HOUSE	147.00
S106895742.002	06/12/2026	ETNA SUPPLY	CUST NO. 5277 -IRON SADDLE	200.00
2705	06/12/2026	FIELDS ELECTRIC LLC	A BASE METER REPLACEMENT	2,490.00
06/12/2026	06/12/2026	FITZPATRICK, ANDREW	UB refund for account: 3204660027	19.51
64063	06/12/2026	FLASH SANITATION INC	FARMER'S MARKET PORTABLE TOILET SERVICE	140.00
1007	06/12/2026	FOURTH LINE POWER ENGI	ENGINEERING SERVICE FOR HIGH SCHOOL CIRC	588.03
20371	06/12/2026	FREDRICKSON SUPPLY, LL	REGULATION, LOCK PLUG, HOSE CLAMP	192.66
14958	06/12/2026	FUG, INC./MARSHALL CUS	EMBROIDERED BASEBALL HATS	630.00
15000	06/12/2026	FUG, INC./MARSHALL CUS	SAFETY VESTS	200.00
15013	06/12/2026	FUG, INC./MARSHALL CUS	WHITE BOARDS W/ DECALS	200.00
15130	06/12/2026	FUG, INC./MARSHALL CUS	BLUES FEST NO PARKING SIGNS	507.00
7159	06/12/2026	GLOBAL ENVIRONMENTAL C	QUARTERLY LAB ANALYSIS	1,100.00
30546459	06/12/2026	GRANGER WASTE SERVICES	2026 BULK TRASH PICKUP	26,325.56
JUNE2026	06/12/2026	GRANGER WASTE SERVICES	CITY BUILDINGS WASTE/RECYCLING & RESIDEN	36,837.62
26528	06/12/2026	GREAT LAKES FUNDRAISIN	REC DEPT-T-SHIRT	1,774.50
2770135	06/12/2026	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT MRLEC	88.00
2770006	06/12/2026	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT FIRE STATION 5/28/26	48.00

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2764942	06/12/2026	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT PSB 5/27/26	55.00
06032026-A	06/12/2026	GROENEVELD, ANDREW	TRAVEL REIMBURSEMENT TO GLHSC 5/4/26 - 5	77.75
06032026-B	06/12/2026	GROENEVELD, ANDREW	TRAVEL REIMBURSEMENT TO NASRO CONFERENCE	602.20
06072026	06/12/2026	GUILFORD, DAVID	REPAIRS TO CONCRETE ON SPILLWAY AT POWER	3,706.85
LMN12161	06/12/2026	GUTTERS R US	TURF RESTORATION	1,125.00
118849	06/12/2026	HOFFMAN AG SERVICE, LT	SALVAN	222.00
45903	06/12/2026	HUNTER-PRELL COMPANY	BOILER ALARM AT MRLEC	261.00
46008	06/12/2026	HUNTER-PRELL COMPANY	REPAIR LIFT STATION AT KETCHUM PARK	2,084.42
INV-001620	06/12/2026	HYPERION SOLUTIONS GRO	FIBERNET NETWORK SUPPORT AND MONITORING	6,567.54
2483	06/12/2026	I R CONSTRUCTION, LLC	CCTV SEWER MAIN INSPECTION AT N. FOUNTAI	1,325.00
3201446660	06/12/2026	IDEXX DISTRIBUTION, IN	FECAL COLIFORM TEST SUPPLIES	3,092.16
3201537545	06/12/2026	IDEXX DISTRIBUTION, IN	FECAL COLIFORM TEST SUPPLIES	250.59
4481768	06/12/2026	IIX INSURANCE INFORMAT	ACCT NO. 888907 MOTOR VEHICLE REPORTS/AC	44.80
2026-1817	06/12/2026	IMPACT LAWN & LANDSCAP	LAWN MOWING AT INDUSTRIAL PARK MAY 2026	340.00
2026-1821	06/12/2026	IMPACT LAWN & LANDSCAP	LAWN MOWING AT WASTEWATER PLANT MAY 2026	460.00
2026-1822	06/12/2026	IMPACT LAWN & LANDSCAP	LAWN MOWING AT WATER PLANT MAY 2026	500.00
188276	06/12/2026	IMPACT SOLUTIONS	SHIPPING & HANDLING/PROCESS FEE	32.00
43524	06/12/2026	J AND K PLUMBING SUPPL	CURB BOX	23.79
43532	06/12/2026	J AND K PLUMBING SUPPL	BOX COUPLER	1.72
43609	06/12/2026	J AND K PLUMBING SUPPL	BREAKER	8.25
43725	06/12/2026	J AND K PLUMBING SUPPL	CURB BOX EXT	6.58
1817614	06/12/2026	J HARLEN CO., INC.	TOOL POUCH	79.23
1818761	06/12/2026	J HARLEN CO., INC.	CLIMBING GEAR-STEELE	2,028.22
4268	06/12/2026	JACK FROST DRAIN SERVI	DPW-619 HOMER ROAD	280.00
06/12/2026	06/12/2026	JEFFRIES, LEANN	UB refund for account: 2900890041	26.33
I1441	06/12/2026	JIMMY'S JOHN'S PORTABL	PORTABLE TOILETS AT ATHLETIC FIELDS	280.00
108	06/12/2026	JOHNSTON WINDOW CLEAN	WINDOW CLEANING AT CITY HALL	1,500.00
10197	06/12/2026	K DRIVE GREENHOUSE CO.	HANGING FLOWER BASKETS & (1) WEEKENDER B.	1,959.38
219290	06/12/2026	KELLOGG COMMUNITY COLLI	2026 SP/SU POLICE ACADEMY - GRAHAM, SAVA	10,353.06
012685	06/12/2026	KELLOGGS REPAIR	PIN FLEX DISCHARGE SHIELD	60.16
SI106556	06/12/2026	KIESLER POLICE SUPPLY	(2) PATROL RIFLES & ACCESSORIES	3,615.98
IN282024	06/12/2026	KIESLER POLICE SUPPLY	POLICE AMMO	607.80
104458801	06/12/2026	KIMBALL MIDWEST	FIRST AID, HAND TOWEL DISPENSER, WHEEL	1,069.48
06/12/2026	06/12/2026	KLINGER, ROSE	UB refund for account: 1900650044	100.68
48047	06/12/2026	LAKELAND ASPHALT CORPO	2.13 TONS BITUMINOUS AGGREGATES	148.04
48120	06/12/2026	LAKELAND ASPHALT CORPO	3.13 TONS BITUMINOUS AGGREGATES	217.54
48143	06/12/2026	LAKELAND ASPHALT CORPO	3.01 TONS BITUMINOUS AGGREGATES	209.20
2605-577949	06/12/2026	LEGG LUMBER	GRAVEL MIX	8.99
2605-576305	06/12/2026	LEGG LUMBER	2X4X8' SPF, 2X6X12' SPF, WOODEN STAKES	134.83
2605-576210	06/12/2026	LEGG LUMBER	2X4X8' SPF, 2X6X12' SPF, STEEL STAKES	272.83
2605-576304	06/12/2026	LEGG LUMBER	2X4X8' SPF, 2X6X12' SPF, STEEL STAKES	(272.83)
2605-576463	06/12/2026	LEGG LUMBER	2X6X8' SPF	5.99
2605-576498	06/12/2026	LEGG LUMBER	2X4X8' SPF	43.89
2605-576607	06/12/2026	LEGG LUMBER	1/2" CDX PLYWOOD	161.94
020844	06/12/2026	LEWEY'S SHOE REPAIR	BOOT ALLOWANCE - ASHBY, RON	50.98
020864	06/12/2026	LEWEY'S SHOE REPAIR	BOOT ALLOWANCE - JOHNSON, DAVE	245.00
56772890	06/12/2026	LINDE GAS & EQUIPMENT,	CUST NO. 59879658 GASES	244.00
06022026	06/12/2026	LOWES BUSINESS ACCOUNT	ACCT NO. 821 3023 902596 5 ACCOUNT FEES	2.00
4611	06/12/2026	MAIL MANAGEMENT, INC.	POSTAGE MACHINE INK CARTRIDGE (HIGH VOLU	419.00
05182026-36512	06/12/2026	MARSHALL HARDWARE, LLC	4" SCRAPER BLADES, 6PC PRECISION FILE, S	27.57
05212026-36668	06/12/2026	MARSHALL HARDWARE, LLC	4PK LED BULBS, CORDMATE CHANNEL	40.98
05262026-36901	06/12/2026	MARSHALL HARDWARE, LLC	6' FOLDING RULER	25.99
05262026-36883	06/12/2026	MARSHALL HARDWARE, LLC	3/4" SCH40 10' CONDUIT (2FT)	3.50
05272026-36942	06/12/2026	MARSHALL HARDWARE, LLC	TELESCOPIC REACHER, AA BATTERIES	81.97
06022026-37229	06/12/2026	MARSHALL HARDWARE, LLC	TELESCOPIC REACHER, SPIKES	10.49
06022026-37254	06/12/2026	MARSHALL HARDWARE, LLC	TOILET CLEANER	13.98
06042026-37369	06/12/2026	MARSHALL HARDWARE, LLC	CORDMATE CHANNEL, GUARD BOX	47.48
06052026-37429	06/12/2026	MARSHALL HARDWARE, LLC	GUARD BOX	(24.49)
05262026	06/12/2026	MCGINTY, HITCH, PERSON	CLIENT NO. 4030.001 SERVICES THROUGH 4/3	14,233.00
23-039 - 39	06/12/2026	MCKENNA ASSOCIATES INC	BUILDING INSPECTION CONTRACT FOR FORD AP	108,594.44
2169-34	06/12/2026	MCSA GROUP, INC.	EATON PARK CONSTRUCTION ADMINISTRATION A	1,562.00
S5693700.001	06/12/2026	MEDLER ELECTRIC COMPAN	COLORLED COPPER STRANDED WIRE	835.14
S5678345.001	06/12/2026	MEDLER ELECTRIC COMPAN	150W-STERNBERG LIGHTS	674.90
1670417319	06/12/2026	MENARDS COMMERCIAL	CREDIT ACCT NO. 587737 FLOWERS, PLANTS,	257.10
86507	06/12/2026	MERIT LABORATORIES, IN	CONTRACT LAB ANALYSIS	560.00
IN2512381	06/12/2026	MES SERVICE COMPANY LL	FIRE UNIFORMS	239.55
IN2513571	06/12/2026	MES SERVICE COMPANY LL	STREAMLIGHT SURVIVOR ALKALINE (3)	210.00
IN2515802	06/12/2026	MES SERVICE COMPANY LL	FIRE UNIFORMS	89.51
INV-0000018121	06/12/2026	METRO WIRELESS	BUSINESS DATA SERVICES - 10 GBPS INTERNE	2,500.00
1-2026	06/12/2026	MICHIGAN SHIGA SISTER	2026 SISTER CITY DUES	50.00
64482	06/12/2026	MIDWEST ELECTRIC TRANS	25 KVA PADMOUNT TRANSFORMERS PER QUOTE #	11,160.00
27190	06/12/2026	MWEA	2026-2027 MEMBERSHIP DUES - FINNEY, KEN	115.00
27209	06/12/2026	MWEA	2026-2027 MEMBERSHIP DUES - HANSON, GARO	115.00
27293	06/12/2026	MWEA	2026-2027 MEMBERSHIP DUES - WEBERLING, E	115.00
535905	06/12/2026	NORTH CENTRAL LABORATO	LABORATORY SUPPLIES	201.30
536088	06/12/2026	NORTH CENTRAL LABORATO	LABORATORY SUPPLIES	53.31
1004	06/12/2026	NUTRIGRO ENVIRONMENTAL	BIOSOLIDS DISPOSAL	31,446.84
944484	06/12/2026	NYE UNIFORM COMPANY	UNIFORMS/VEST - SISCO	1,589.99
947152	06/12/2026	NYE UNIFORM COMPANY	UNIFORMS - RITSEMA	86.57

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949445	06/12/2026	NYE UNIFORM COMPANY	BADGE - GRAHAM	133.50
950072	06/12/2026	NYE UNIFORM COMPANY	UNIFORMS - DEKRYGER	182.49
950075	06/12/2026	NYE UNIFORM COMPANY	UNIFORMS - POTTER	246.00
950077	06/12/2026	NYE UNIFORM COMPANY	UNIFORMS - PHILPOTT	73.00
950079	06/12/2026	NYE UNIFORM COMPANY	UNIFORMS - BROWN	73.00
950205	06/12/2026	NYE UNIFORM COMPANY	UNIFORMS - THOMPSON	18.00
950208	06/12/2026	NYE UNIFORM COMPANY	PATROL JACKETS	345.44
4788-477263	06/12/2026	O'REILLY FIRST CALL	ACCT NO. 1741510 EDGE TRIM	37.98
4788-478126	06/12/2026	O'REILLY FIRST CALL	ACCT NO. 1741510-BALL MOUNT	110.48
4788-478674	06/12/2026	O'REILLY FIRST CALL	ACCT NO. 1741510-80Z STABIL	7.99
757	06/12/2026	OAKLAWN OCCUPATIONAL	MDRUG SCREENING	40.00
06/12/2026	06/12/2026	PINK PANTHER PROPERTIES	UB refund for account: 300670001	80.56
05312026	06/12/2026	POTTER, MATT	BOOT ALLOWANCE - POTTER, MATT	174.86
56973632	06/12/2026	POWER LINE SUPPLY	MATERIALS FOR MAJOR CAMPUS EXTENSION	2,184.00
56975107	06/12/2026	POWER LINE SUPPLY	CLIMBIN BELT STEELE	771.52
56975065	06/12/2026	POWER LINE SUPPLY	BRONZE BOLTED DEADENDS- PART # E131	6,039.90
56975747	06/12/2026	POWER LINE SUPPLY	#4 SOLID COPPER	5,330.00
56976057	06/12/2026	POWER LINE SUPPLY	SKINNING KNIFE	33.25
56976641	06/12/2026	POWER LINE SUPPLY	UG FIBER MARKERS	1,515.00
56977721	06/12/2026	POWER LINE SUPPLY	GLOVES	189.00
56977900	06/12/2026	POWER LINE SUPPLY	POSITIONING LANYARD-STEELE	450.00
56977766	06/12/2026	POWER LINE SUPPLY	GUY STRAIN	501.00
INV-160287	06/12/2026	POWERDMS, INC.	POWERPOLICY PROFESSIONAL SUBSCRIPTION	5,215.94
26-1068	06/12/2026	PRECISE EXCAVATING, INC.	BLACK MULCH	102.00
00209347	06/12/2026	PROGRESSIVE AE, INC.	MARSHALL ZONING ORDINANCE UPDATES 1 4/24	2,400.00
06032026	06/12/2026	QUADIENT FINANCE USA,	ACCT NO. 7900 0440 5582 9307 POSTAGE APR	6,124.87
Q2389998	06/12/2026	QUADIENT LEASING USA,	CUST NO. 01041574 POSTAGE MACHINE LEASE	696.73
26-0457	06/12/2026	QUALITY EXCAVATORS INC	15 YARDS BROWN MULCH DELIVERED	685.00
73674	06/12/2026	R&R FIRE TRUCK REPAIR,	SERVICE CALL TO REPAIR AIR COMPRESSOR	575.11
300344	06/12/2026	R.W. MERCER CO. INC.	REPAIR CREDIT CARD READER AT AIRPORT (RE	600.00
06052026	06/12/2026	RECTOR, NATALIE	REIMBURSEMENT FOR FLOWERS & MULCH AT ACT	175.69
250017	06/12/2026	RIDGEWEAR SPORTS & IMP	FIRE T-SHIRTS, SWEATSHIRTS, & HATS	1,259.75
06/12/2026	06/12/2026	RODGERS, GENA	UB refund for account: 3005580032	19.94
5437357	06/12/2026	ROTARY CLUB OF MARSHAL	ANNUAL MEMBERSHIP DUES - PERRY, DEREK	250.00
SS210805	06/12/2026	SAFETY SUPPLY AMERICA,	ARC FLASH SUITS FOR POWER PLANT 40CAL AR	2,913.70
56001	06/12/2026	SONAR SOFTWARE	FIBERNET CUSTOMER MANAGEMENT SOFTWARE JU	2,162.25
06012026	06/12/2026	SPARTAN STORES, LLC	CUST NO. 021063 DPW OPEN HOUSE SUPPLIES	89.95
244147	06/12/2026	SPICER GROUP	ENGINEERING SERVICES/SITE PLAN REVIEWS 1	2,986.75
245157	06/12/2026	SPICER GROUP	MILL & RESURFACE SOUTH MARSHALL AVENUE 2	2,468.00
244718	06/12/2026	SPICER GROUP	ENGINEERING SERVICES/SITE PLAN REVIEWS 2	2,363.00
245236	06/12/2026	SPICER GROUP	TRANSPORATION ASSET MANAGEMENT PLAN 2/28	1,798.00
245628	06/12/2026	SPICER GROUP	MILL & RESURFACE SOUTH MARSHALL AVENUE 3	2,288.00
246664	06/12/2026	SPICER GROUP	TRANSPORATION ASSET MANAGEMENT PLAN 5/2/	2,144.00
246128	06/12/2026	SPICER GROUP	ENGINEERING SERVICES/SITE PLAN REVIEWS 5	1,908.00
244558	06/12/2026	SPICER GROUP	MILL & RESURFACE SOUTH MARSHALL AVENUE 1	15,348.00
2542904-A	06/12/2026	STANTEC CONSULTING MIC	ENGINEERING SERVICES FOR WEST UTILITY CA	2,902.00
2542904-B	06/12/2026	STANTEC CONSULTING MIC	ENGINEERING SERVICES FOR WASTEWATER PLAN	3,176.75
2542904-C	06/12/2026	STANTEC CONSULTING MIC	ENGINEERING SERVICES FOR WASTEWATER PLAN	1,541.25
2571308	06/12/2026	STANTEC CONSULTING MIC	WASTEWATER RATE STUDY ANALYSIS 5/22/26	18,638.29
2571277	06/12/2026	STANTEC CONSULTING MIC	WATER RATE STUDY ANALYSIS 5/22/26	19,306.00
2567153	06/12/2026	STANTEC CONSULTING MIC	FINANCIAL SERVICES SUPPORT 5/15/26	825.00
2553515	06/12/2026	STANTEC CONSULTING MIC	WASTEWATER RATE STUDY ANALYSIS 4/17/26	2,118.00
2553512	06/12/2026	STANTEC CONSULTING MIC	WATER RATE STUDY ANALYSIS 4/17/26	2,077.92
2554186	06/12/2026	STANTEC CONSULTING MIC	RISK & RESILIENCE ASSESSMENT 4/3/26	624.00
2554185	06/12/2026	STANTEC CONSULTING MIC	IPP IMPLEMENTATION SUPPORT 4/3/26	6,489.50
2566625	06/12/2026	STANTEC CONSULTING MIC	RISK & RESILIENCE ASSESSMENT 4/30/26	4,604.00
7010026065	06/12/2026	STAPLES	CUST ACCT # DET 10081052 OFFICE SUPPLIES	688.72
591-11415599	06/12/2026	STATE OF MICHIGAN - MD	AIRPORT WEATHER OBS & DATA SYSTEM JAN -	497.13
R306075231:01	06/12/2026	STOOPS FREIGHTLINER	REPAIRS TO VAC TRUCK #320	11,236.15
R306075117:01	06/12/2026	STOOPS FREIGHTLINER	REPAIRS TO TRUCK #329	648.57
06032026	06/12/2026	STRAND, MARK	TRAVEL REIMBURSEMENT TO AMP HYDRO PLANT	38.00
9212300690	06/12/2026	STRYKER SALES, LLC	AED WALL CABINET W/ ALARM	331.76
9212302796	06/12/2026	STRYKER SALES, LLC	DEFIBRILLATION ELECTRODES	101.92
334693	06/12/2026	SYN-TECH SYSTEMS	TECH SUPPORT FOR AIRPORT FUEL PUMP	48.00
06032026	06/12/2026	TAYLOR, JEFF	TRAVEL REIMBURSEMENT TO AMP HYDRO PLANT	49.36
IN184251	06/12/2026	TELNET WORLDWIDE	ACCT NO. 8948 JUNE 2026	1,029.56
219301	06/12/2026	TESCO	REPAIR DESKTOP METER STATION RMA# 00008	252.37
2860	06/12/2026	THE WOODHILL GROUP, LL	FINANCE & ACCOUNTING SERVICES	200.00
27916	06/12/2026	TIRE CITY AUTO REPAIR	NEW TIRES & INSTALL-WATER DEPT	1,264.93
28097	06/12/2026	TIRE CITY AUTO REPAIR	HERCULES STRONG GUARD	380.48
321	06/12/2026	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 6/1/26 - 6/5/26	6,004.00
05292026	06/12/2026	TRACTOR SUPPLY CREDIT	ACCT NO. 6035 3012 0359 5572 UNIFORMS KE	162.94
INV01051674	06/12/2026	USABUEBOOK	LAB SUPPLIES	349.96
530383663	06/12/2026	UTILITIES INSTRUMENTAT	TROUBLESHOOT VACUUM BREAKER ARCING AFTER	3,304.56
530383849	06/12/2026	UTILITIES INSTRUMENTAT	TROUBLESHOOT GENERATOR #6 CIRCUIT BREAKER	1,972.00
6145076993	06/12/2026	VERIZON WIRELESS	ACCT NO. 987146080-00001 5/2/26 - 6/1/26	7,719.48
2941258705	06/12/2026	VIAVI SOLUTIONS INC	OTDR RECALLIBRATION	730.00
06/12/2026	06/12/2026	WAGNER, ELIZABETH	UB refund for account: 3205320029	20.00
06/12/2026	06/12/2026	WALBRIDGE	UB refund for account: 3868	99.88

07/01/2026 04:21 PM
User: KWAGNER
DB: Marshall

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 06/12/2026 - 06/12/2026
JOURNALIZED
PAID

Page: 5/5

INVOICE NUMBER	EXPECTED CHECK RUN	VENDOR NAME	DESCRIPTION	AMOUNT PAID
06/12/2026	06/12/2026	WALBRIDGE	UB refund for account: 4350	283.16
06/12/2026	06/12/2026	WALSH, LOIS	UB refund for account: 2708930008	1.06
113125278	06/12/2026	WEX BANK	ACCT NO. 0470-00-462076-1 FUEL MAY 2026	17,091.55
BROOKSMAY26	06/12/2026	WHITE COLLAR LAWN & LA	2026 LAWN MOWING AT BROOKS AIRPORT MAY	3,000.00
06112026	06/12/2026	WISE, TIM	BOOT ALLOWANCE - WISE, TIM	318.00
05242026	06/12/2026	WOW! BUSINESS	ACCT NO. 274013501 DPW	51.95
05292026	06/12/2026	WOW! BUSINESS	ACCT NO. 274877501 FIRE STATION	165.24
GRAND TOTAL:				670,002.58

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 06/18/2026 - 06/18/2026
JOURNALIZED
PAID

INVOICE NUMBER	EXPECTED CHECK RUN	VENDOR NAME	DESCRIPTION	AMOUNT PAID
06182026	06/18/2026	CITY OF MARSHALL	REIMBURSEMENT FOR FARMER'S MARKET PETTY	548.00
33237	06/18/2026	CRYSTAL FLASH, INC.	ACCT NO. 149759-1 REC GAS 06/04/26	1,783.73
S106903950.001	06/18/2026	ETNA SUPPLY	CUST NO. 5277 -PIPE	518.57
20470	06/18/2026	FREDRICKSON SUPPLY, LL	PART #25789-01, 20035-00	1,537.12
20481	06/18/2026	FREDRICKSON SUPPLY, LL	PART #25789-01-X	1,431.15
26615	06/18/2026	GREAT LAKES FUNDRAISIN	PLAYGROUND SHIRTS	539.50
06012026	06/18/2026	HERITAGE CLEANERS	ACCT NO. 100243 DRY CLEANING SERVICE FOR	364.00
1821	06/18/2026	IMPACT LAWN & LANDSCAP	2025 LAWN MOWING AT WASTE WATER	460.00
33	06/18/2026	KIMBER THOMPSON DBA KI	REPAIR MARSHALL MURAL	800.00
06172026	06/18/2026	LETTS, ANDREW	BOOT ALLOWANCE - LETTS, ANDREW	548.01
151-B	06/18/2026	MARSHALL PUBLIC SCHOOL	WINTER 25/46 PICKLEBALL, VBALL, BBALL	2,272.50
838	06/18/2026	OAKLAWN OCCUPATIONAL	MIDOT PHYSICAL EXAMS & DRUG SCREENING	205.00
IN101742866	06/18/2026	S&S WORLDWIDE	BORDER PATROL HOCKEY BORDERS	2,251.94
322	06/18/2026	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$152/	5,548.00
06/17/2026	06/18/2026	WALBRIDGE	UB refund for account: 3972	283.16
06/17/2026	06/18/2026	WEAVER, MELINDA	UB refund for account: 600540002	64.37
GRAND TOTAL:				19,155.05

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 06/25/2026 - 06/25/2026
JOURNALIZED
PAID

INVOICE NUMBER	EXPECTED CHECK RUN	VENDOR NAME	DESCRIPTION	AMOUNT PAID
6066301	06/25/2026	ALLIANCE BEVERAGE DIST	2026 BLUES FEST SUPPLIES- ACCT#49814	4,813.10
06242026	06/25/2026	ARNOLD, GEORGE	BOOT ALLOWANCE- ARNOLD	312.70
2267	06/25/2026	BC SOUND	2026 BLUES FEST SOUND SYSTEM/EVENT PRODU	4,332.75
06232026	06/25/2026	BRENDON LINSLEY	2026 BLUES FEST BAND-BRENDON LINSLEY BAN	1,200.00
06162026	06/25/2026	BURGHDORF, CODY	TRAVEL REIMBURSEMENT 5/31-6/5	261.62
06222026	06/25/2026	BURGHDORF, CODY	TRAVEL REIMBURSEMENT 6/7-6/12	190.21
06/22/2026	06/25/2026	CARL GIBSON PHD	UB refund for account: 122	126.24
06232026	06/25/2026	CITY OF MARSHALL	2026 BLUES FEST START-UP PETTY CASH	1,700.00
06252026	06/25/2026	CITY OF MARSHALL	REIMBURSEMENT FOR FARMER'S MARKET PETTY	726.00
06232026	06/25/2026	COMFORT INN (CADILLAC)	LODGING FOR APPRETICE SCHOOL ACCT#307188	3,118.50
06222026	06/25/2026	CRUZ, CHANDLER	TRAVEL REIMBURSEMENT 6/7-6/12	214.10
06162026	06/25/2026	CRUZ, CHANDLER	TRAVEL REIMBURSEMENT 5/31-6/5	217.32
99555595	06/25/2026	DEFOREST BROTHERS CONC	SIDEWALK REPAIR AT 328 JEFFERSON ST	2,516.00
9955594	06/25/2026	DEFOREST BROTHERS CONC	SIDEWALK REPAIR AT 325 JEFFERSON ST	2,190.00
06/22/2026	06/25/2026	FIDLER, CINDY	UB refund for account: 1601840003	115.90
06182026	06/25/2026	FINNEY, EMILY	BOOT ALLOWANCE-E. FINNEY	73.14
06182026	06/25/2026	FINNEY, KENNETH	BOOT ALLOWANCE-K. FINNEY	68.90
06172026	06/25/2026	HANSON, GARON	BOOT ALLOWANCE-G. HANSON	88.98
06/22/2026	06/25/2026	HUYGE, TIMOTHY	UB refund for account: 2300410001	602.64
06182026	06/25/2026	JOHNSON, DAVE	BOOT ALLOWANCE-JOHNSON, DAVE	85.16
06/24/2026	06/25/2026	KRISTIN KOWITZ	UB refund for account: 2836	91.80
06232026	06/25/2026	LAITH MUSIC INC.	2026 BLUES FEST BAND-LAITH AL-SAAADI PMT	2,500.00
06252026	06/25/2026	MACK, JEFF	CLOTHING ALLOWANCE	35.20
06/24/2026	06/25/2026	MARSHALL JUDO & JIU JI	UB refund for account: 3521	99.50
2258208	06/25/2026	MML WORKERS COMPENSATI	ANNUAL POLICY PREMIUM #5550390-26 7/1/20	106,501.00
06112026	06/25/2026	PEHRSON, KORY	BOOT ALLOWANCE-K. PEHRSON	229.86
06232026	06/25/2026	PHILLIPS, DANNY	2026 BLUES FEST BAND	1,200.00
06162026	06/25/2026	PHILPOTT, ANTHONY	BOOT ALLOWANCE-A. PHILPOTT	190.79
06/22/2026	06/25/2026	PIERCE, ROBERT & FRANC	UB refund for account: 901460012	118.21
06152026	06/25/2026	POTTER, MATT	BOOT ALLOWANCE- M. POTTER	99.11
06232026	06/25/2026	RONNIE PARKER	2026 BLUES FEST BAND-WHO DAT BLUES BAND	1,200.00
06232026-2	06/25/2026	RONNIE PARKER	2026 BLUES FEST BAND-GENERATOR	1,200.00
9891	06/25/2026	SOUND EFX PRODUCTION	2026 BLUES FEST STAGES	3,950.00
06222026	06/25/2026	THOMAS ZAHARION	UB refund for account: 3809	45.60
06232026	06/25/2026	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 6/15 - 6/21	4,256.00
403035	06/25/2026	VIEW NEWSPAPER GROUP	ACCOUNT ID: 100527 NEWSPAPER ADS MAY 202	1,189.00
06/24/2026	06/25/2026	VIRGINIA KECK	UB refund for account: 3561	50.00
GRAND TOTAL:				145,909.33

ITEM: 7.C

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
DATE: July 6, 2026
SUBJECT: **ENGINEERING SERVICES - WASTEWATER TREATMENT PLANT**

The Wastewater Treatment Plant is currently under construction for major improvements to support the industrial users of the MAJOR Campus. As part of the design process for these improvements, several system reports have been completed to determine both the type and size of the improvements needed. These improvements are sized specifically to support immediate development on the MAJOR Campus as stipulated in the infrastructure grant funding agreements on the project.

The infrastructure under construction at the WWTP will not increase the plant's treatment capacity. The improvements are being built to utilize the existing plant capacity by equalizing incoming flow throughout the day, increasing existing treatment process performance through rehabilitation, and replacement of components past their useful life. Therefore, in order to be prepared for future residential and industrial growth, an understanding of how the plant's capacity can be increased needs to be established.

The alternative analysis scope is the next step in furthering the analysis of the plant's future capacity, which current information and planning assumes will need to be 6 million gallons per day (MGD). The methods in which treatment capacity of 6 MGD (current capacity is 3 MGD) can be achieved will be analyzed, including expansion of the current treatment processes as well as comparisons to differing or emerging treatment technology. As the City's ongoing water and wastewater consulting engineer, the study will be completed by Stantec Consulting.

BUDGET IMPACT:

The study will be expensed from the Wastewater Funds Capital Outlay Line, 590-900-970.00, where \$250,000 was allocated in the fiscal year 2027 budget for WWTP Improvements - Planning.

RECOMMENDATION:

Approve the purchase of Wastewater Treatment Plant Alternatives Analysis in the amount of \$211,450 from Stantec Consulting and authorize the City Manager to sign the necessary documents.



Stantec Consulting Michigan Inc.
1168 Oak Valley Drive, Suite 100
Ann Arbor MI 48108-9200

June 2, 2026

Project/File: 173485150

City of Marshall

Marguerite Davenport, Director of Public Services
City Hall, 2nd Floor
323 W. Michigan Avenue
Marshall, MI 49068

Dear Marguerite Davenport, Director of Public Services,

Reference: Wastewater Treatment Plant (WWTP) Alternatives Analysis – Engineering Services Proposal

Stantec Consulting Services Michigan, Inc. (Stantec) sincerely appreciates this opportunity to submit a proposal to evaluate expanding the capacity of the wastewater treatment plant (WWTP) for the City of Marshall (City) as the City continues to grow and wastewater flows continue to increase. The scope of services in this proposal builds on previously completed studies and includes evaluating alternatives to increase the permitted capacity of the WWTP to address this growth and these increased flows. The detailed scope is contained within the following sections.

1 Background

The scope of services in this proposal builds on previously completed studies by Stantec that were completed as part of the planning and design for the WWTP headworks and aeration improvements that are currently under construction. The current WWTP improvements are funded by MAEDA's Blue Oval Infrastructure project, and will provide pretreatment screening and grit removal, peak flow attenuation, and refurbishment of critical aeration components. A needs assessment and basis of design report were compiled for the project along with a WWTP modeling study.

Stantec submitted the "Hydraulic and Biological Modeling" report to the City on December 23, 2025. This comprehensive analysis assessed each process unit and the overall WWTP infrastructure from both hydraulic and biological perspectives, aiming to determine the facility's ultimate capacity. The report also identified existing bottlenecks at the WWTP and provided a conceptual overview of processes and infrastructure necessary to accommodate a projected daily flow of approximately 6 million gallons per day (MGD), utilizing the current treatment methodology, ensuring ongoing compliance with regulatory requirements and standards. Key findings from the report are summarized below.

Currently, the Marshall WWTP is limited to a maximum day flow of 3.48 MGD due to the Ten State Standard Solids Loading Rate (SLR) restrictions in the final clarifiers. By installing an additional final clarifier equivalent

Reference: Wastewater Treatment Plant (WWTP) Alternatives Analysis – Engineering Services Proposal

in size to those currently in operation, the plant's capacity could be increased to about 5 MGD. To support future maximum day flows of up to 6 MGD, both an extra final clarifier and a second aeration train would be required.

Alternatively, implementing a new process configuration, such as membrane bioreactor (MBR), integrated fixed film activated sludge (IFAS), or moving bed bio reactor (MBBR) technology, may offer advantages and potentially eliminate the need for new aeration tanks or clarifiers. Further modeling and development of supplementary plant improvements will be necessary going forward if a new process configuration is the selected alternative by the City.

1.1 Purpose of this Project

As part of this project, we will analyze and assess the alternatives presented in the preceding report – namely, the expansion of conventional activated sludge (CAS) treatment versus conversion to new treatment technology. Several new technologies will be evaluated and the most viable will be selected for further conceptual development and comparison with the CAS option. We intend to prepare a Conceptual Design Report that outlines design criteria, schematic design, and cost analysis for the selected alternative, as well as identify ancillary processes at the WWTP requiring upgrades as the facility expands to 6 MGD, including pumping, chemical feed, and solids production. Typically, the influent pump station and preliminary treatment processes are designed for maximum daily flow, while the remaining treatment plant processes are designed for average daily flow. Water demand presented in the City's latest water reliability study projects an average day of 6.1 MGD, and a maximum day of 9.81 MGD, although it is generally accepted that the sanitary return flow will be less. We are choosing to evaluate all treatment processes at 6 MGD because it is double the current permitted capacity of the plant and it represents a sensible mid-range target for planning purposes and for comparison of alternatives. Because there is always uncertainty in future growth projections, this study will also examine limitations of the site and/or treatment processes to expand treatment beyond 6 MGD.

Discussion will be included on phasing considerations and potential funding opportunities. Furthermore, we will determine permitting requirements and incorporate sections within the conceptual design report to address the potential for more stringent future permit limits and evaluate how each alternative would accommodate these regulatory changes.

2 Scope of Work

2.1 Task 1 – Kick-Off Meeting, Existing Information Review, and Data Collection

Stantec will schedule a project kick-off meeting with the City upon written approval to proceed. During the kick-off meeting, Stantec will review an information request checklist. Stantec has extensive records for the City but it is necessary to gain additional data to update our models and evaluate new areas of the plant. We will also work with the City to validate future growth projections with the latest available information. Pertinent information that will be requested includes, but is not limited to, the following:

Reference: Wastewater Treatment Plant (WWTP) Alternatives Analysis – Engineering Services Proposal

- WWTP performance when one aeration basis is taken down for maintenance (past 3 years)
- Permitting and compliance data including DMRs, MORs and the latest NPDES permit application
- MLSS, RAS, and influent flow data from the past 3 years
- WWTP performance when secondary clarifiers are taken down for maintenance (past 3 years)
- Solids production data from the past 3 years
- Updated influent flow and load data from the Blue Oval Battery Plant and other permitted industrial dischargers.
- Chlorine dosing data from the past 3 years

Task 1 Deliverables: Meeting minutes

2.2 Task 2 – Alternatives Evaluation

Stantec will use the information collected, as well as previous studies and models completed by Stantec under separate scopes of work, to evaluate options for expanding the WWTP to 6 MGD rated capacity. A qualitative discussion of the feasibility of expanding beyond the target 6 MGD capacity will also be included for each treatment alternative.

2.2.1 Expansion of CAS Treatment

This evaluation will build off the existing study previously mentioned and provide more details on how the WWTP can expand to 6 MGD utilizing the existing treatment technology. Stantec will evaluate and provide the following:

- A detailed summary of the “Hydraulic and Biological Modelling” report main findings
- Adjust the models used in the previous report based on new data from new customers coming online, if applicable.
- New modeled solids output with expanded plant capacity
- Ancillary equipment needs for expansion to 6 MGD – sludge pumps, bypass operations, chlorine disinfection system capacity, NPW needs, etc.
- WWTP performance as it relates to 10 State Standards and relevant regulations and ensure expansion remains in compliance.
- Calculations for each identified process expansion, including aeration, secondary clarifier, and disinfection system as well as ancillary equipment such as sludge pumps, as required for proper sizing and costs
- O&M requirements for new and expanded equipment needs
- Conceptual plan for expansion of CAS treatment at the WWTP, including size of tanks, pumps, ancillary equipment needs, power needs, etc.

Reference: Wastewater Treatment Plant (WWTP) Alternatives Analysis – Engineering Services Proposal

- Conceptual level figures detailing plan for CAS expansion
- Vendor quotes from up to two (2) manufacturers for each piece of major equipment, including, but not limited to, clarifier mechanisms, blowers, sludge pumps, and diffusers.
- An order of magnitude cost for the treatment system. The capital cost estimates will be conceptual-level estimates having an accuracy of approximately +30% to 100%/- 20% to 50% in accordance with an Association for the Advancement of Cost Engineering (AACE) Class 5 estimate.

2.2.2 New Treatment Technologies

Stantec will evaluate and compare up to three (3) new treatment technologies to retrofit into the existing WWTP footprint and meet the objectives of increasing the rated capacity to 6 MGD. The three technologies to be evaluated are assumed to be MBR, IFAS, and MBBR. The treatment technology evaluation will include the following information:

- A general description of each treatment technology and ancillary systems associated with the process(es).
- An assessment of the efficacy of each technology to meet permit limits (current and future)
- A summary of the operational requirements for each technology (i.e., utility requirements, required chemical use, etc.).
- A summary of future expansion capabilities and/or limitations for each technology beyond 6 MGD.
- An order of magnitude cost for each treatment system. The capital cost estimates will be conceptual-level estimates having an accuracy of approximately +30% to 100%/- 20% to 50% in accordance with an Association for the Advancement of Cost Engineering (AACE) Class 5 estimate.

A ranking system will be developed in conjunction with the City to determine what factors are most important in evaluating each of these technologies. Stantec proposes conducting one (1) technology comparison meeting with the City to rank these systems against each other.

Once that meeting and comparison occur, a treatment technology will be recommended to evaluate in more detail. The selected technology will be evaluated in the same manner as the expansion of CAS treatment and Stantec will provide the same details outlined in Section 2.2.1 for this new technology.

2.2.3 Solids Processing System

The existing sludge thickening system, installed in 2000, comprises raw sludge storage, thickening, and stabilization processes. The primary components include storage tanks, a flocculator, rotary drum thickener (RDT), lime feed system, and sludge conveyance systems. Lime is utilized to elevate the biosolids' pH, thereby inhibiting further biological activity and controlling odors. Stabilized biosolids are stored for land application each spring and fall through contracted sludge hauling companies.

Despite its age of approximately 25 years, the current thickening and stabilization system is reportedly performing satisfactorily. However, given the aging process equipment and associated pumping, chemical feed, and control systems, it is advisable to evaluate the condition and performance of the existing system.

Reference: Wastewater Treatment Plant (WWTP) Alternatives Analysis – Engineering Services Proposal

The City should assess whether continued operation is warranted and identify potential improvements or expansions.

Stantec arranged and attended a visual inspection of the existing Parkson RDT by the factory trained service engineer, in December 2025. Based on his observation, it appears that the existing RDT is in good condition and can be refurbished to extend its service life. In order to achieve higher through-put for the dewatering system, the operation time could be extended from 2 to 3 days a week to 4 to 5 days a week without adding additional equipment, assuming all related equipment can be refurbished for extending the service life.

This approach is likely to be very cost effective as no expansion of the building and/or system will be required. The biggest benefit is the stability of system as the facilities and operation will remain unchanged.

Stantec will evaluate and provide the following:

- A condition assessment of the existing biosolids thickening system, including process equipment, pumping equipment, piping and valves, chemical feed system, and electrical and controls system. This will not include an assessment of the sludge storage system. Stantec proposes a one (1) day site visit by up to two (2) Stantec employees for this condition assessment.
- A desk top analysis of existing sludge production, including quantity and moisture content, chemical feed, and control and monitoring. The existing BioWin model will be updated and a solids system model will be created to predict future sludge production at 6 MGD capacity. This will include evaluating current sludge storage capabilities and evaluating the need for future storage requirements.
- Recommendation on use of existing system for future 6 MGD capacity and estimated cost of refurbishment of system components to ensure long term viability.
- Recommendation on future sludge storage capacity and disposal operations, including potentially converting to Class A biosolids treatment and additional disposal options that Class A sludge could provide.

2.2.4 Permitting

Stantec will assess how the proposed technologies comply with current permit requirements, as well as any potential future limits set by the City and State. Stantec will meet with EGLE representatives to discuss future NPDES discharge permit implications as well as Part 41 construction permitting. Where needed, Stantec will make reasonable assumptions about stricter future permits. The evaluation will also provide insights into the permitting process and timeline for increasing the permitted discharge to 6 MGD, including details on related impacts and fees that could affect the chosen alternative.

2.3 Task 3 – Alternatives Analysis and Conceptual Design Report

The expansion of the CAS treatment alternative (Section 2.2.1) and the selected new treatment technology as defined in Section 2.2.2 will be compared to each other using a similar ranking system as developed for selecting the new technology alternative. The alternatives analysis will include comparisons on:

- Capital and operating costs, with a 20-year life cycle cost analysis

Reference: Wastewater Treatment Plant (WWTP) Alternatives Analysis – Engineering Services Proposal

- Performance and operational ease
- Operations and maintenance
- Size and constructability
- Ancillary systems needed
- Size of sludge handling system needed
- Limitations for expansion beyond 6 MGD
- Discussion of potential next steps for expansion alternates (funding, design, permitting, construction, commissioning, etc.)

Further points of comparison for the two systems can be added as the project progresses, at the City's discretion but effort for those comparisons are not included in the fee for this proposal.

The detailed scope above and contained in sections 2.2.1 through 2.2.4 will be combined into one Conceptual Design Report. Stantec will perform a quality review and independent technical review prior to submitting the draft report. It is assumed that the City will perform one consolidated review of the report within 10 business days; Stantec will incorporate comments and issue a final report.

Task 3 Deliverables: Draft Conceptual Design Report, which will include all items listed in Section 2.2, Comment log and responses, final report.

2.4 Task 4 – Project Management

Stantec will provide Project Management Services throughout the duration of the project. These services will include cost and schedule forecasting, managing staff resources, and preparing supporting documentation. A project Safety Plan will be prepared and utilized during site visits.

Virtual progress meetings will be conducted with the City and meeting minutes will be distributed by Stantec. Review meetings are anticipated to occur monthly from notice to proceed through the project duration. Prior to submission, each deliverable will be internally reviewed and invoices will be issued on a monthly schedule.

Task 3 Deliverables: Meeting minutes listing action items and markups, as needed.

3 Project Schedule

Stantec is prepared to start work upon receipt of a Work Authorization or Purchase Order. It is anticipated that the overall project can be completed in approximately 6-7 months following the approximate schedule below:

Task 1:

- Project Kickoff & Site Visit

Reference: Wastewater Treatment Plant (WWTP) Alternatives Analysis – Engineering Services Proposal

- Review of Existing Information 4 to 5 weeks

Task 2:

- Technology Evaluation & Vendor Coordination 5 to 6 weeks
- Issue Draft Report 8 to 10 weeks
- Client Comment Period 2 to 3 weeks
- Issue Final Report 2 to 4 weeks

4 Assumptions

The level of effort estimated for this scope of work considers the following assumptions:

- The information and data provided by the City is reliable and accurate
- The data, interpretations, findings, and recommendations are based solely upon data obtained at the time and within the scope of these services.
- One set of consolidated comments will be provided in the draft report. Stantec will incorporate these comments, as appropriate, and submit a final version of the report.
- The project costs included in this project will support the development of an AACE Class 5 estimate based on factored supplier budgetary quotes, engineering estimates, and information from similar projects.
- Conceptual-level engineering is assumed for this project. No detailed engineering design will be performed as part of this scope of work.
- Constructability evaluation is limited to evaluating space requirements and limitations and general utility requirements.
- Two (2) Stantec engineers will perform a one (1) day site visit for condition assessment of the solids handling system.
- Deliverables will be provided in electronic PDF format via email, unless otherwise noted herein.
- Stantec will provide monthly invoicing and progress updates.
- Project meetings are assumed to be virtual.
- Should the City require additional services, Stantec will provide supplemental scopes and fees upon request.
- The Project Schedule in Section 3 is subject to change based on factors out of Stantec's control such as the availability of City and equipment vendor staff, and the timeliness of vendor's providing detailed information and quotes.
- This work will be conducted under the Master Services Agreement. previously executed between the City and Stantec effective March 12, 2018

Reference: Wastewater Treatment Plant (WWTP) Alternatives Analysis – Engineering Services Proposal

Project Budget

Stantec proposes to complete the scope of services defined herein on a time-and-material basis for a not-to-exceed fee of \$211,450, as detailed in the table below. This budget includes fees for the work described in this proposal, including reimbursable and subcontractor charges. Stantec reserves the right to transfer budget between tasks outlined in the scope of work due to the possible occurrence of overlapping tasks but will not exceed the total amount stated above without prior written authorization by the City.

Task	Fee
Task 1 – Kick-Off Meeting, Existing Information Review, and Data Collection	\$42,121
Task 2 – Alternatives Evaluation	\$130,652
Task 3 – Alternatives Analysis and Conceptual Design Report	\$28,308
Task 4 – Project Management	\$10,369
TOTAL	\$211,450

Upon your review and consideration of this proposal, we look forward to the opportunity to meet with you to present this offering in personal detail, discuss any questions that you may have, and prove to you that Stantec is the right fit for this challenging project. Please contact us at your convenience if you have any questions regarding the contents of this proposal and/or to arrange a meeting.

Sincerely,

Stantec Consulting Michigan Inc.



Danny Yodzis PE
Project Manager, Water
Phone: (419) 481-8828
danny.yodzis@stantec.com



Spencer Cain PE
Principal
Phone: (734) 214-1858
spencer.cain@stantec.com

Reference: Wastewater Treatment Plant (WWTP) Alternatives Analysis – Engineering Services Proposal

By signing this proposal, City of Marshall authorizes Stantec to proceed with the services listed herein:

This proposal is accepted and agreed on the _____ day of _____, 2026.

Per: City of Marshall

Print Name & Title

Signature

ck v:\2075\promotion\2075800\173485150 - various ww treatment\city of marshall\pro_davenport_marshall wwtp alternatives analysis_20260602.docx

ITEM: 7.D

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
DATE: July 6, 2026
SUBJECT: **EQUIPMENT PURCHASE - ENGINEERING VEHICLE**

The engineering department's vehicle, a 2014 Ford Escape, is at the end of its useful life and requires replacement. The replacement was budgeted at \$40,000 in the motorpool fund for fiscal year 2027. The proposed replacement is a Ford Maverick AWD pickup with a four-foot bed. Currently, the Escape is utilized with the back row folded down so that equipment needed in the field can be hauled. This results in the back seat not being usable most of the time and limits the versatility of the vehicle. With a crew cab and small truck bed, the vehicle will be utilized more efficiently for its day-to-day use, as well as be available for travel requiring more than two staff.



BUDGET IMPACT:

The purchase is budgeted, and will be expensed from the Motor Pool Capital Line Item 661-525-970.00.

RECOMMENDATION:

Approve the purchase of a 2026 Ford Maverick AWD Pickup in the amount of \$38,355 from the authorized MiDEAL dealer, Gorno Ford, under contract MA240000001193 and authorize the City Manager to sign the necessary documents.

EDDIE WILLIAMS
GORNO FORD
WOODHAVEN, MI
CELL 313-319-3431, PH 734-671-4893,

5/4/2026

JON SKILES email jskiles@cityofmarshall.com
CITY OF MARSHALL
Ph 269-558-0346
CELL 269-986-9652

SUBJECT 2026 FORD MAVERICK AWD PICKUP W/4 FT BED , MIDEAL MA240000001193
HYBRID 2.5L TILT STEERING WHEEL, ABS BRAKES WHEELS, AM/FM STEREO W/9" DISPLAY, ,
POWER WINDOWS & DOOR LOCKS, KEYLESS ENTRY, SYNC 4, CRUISE CONTROL, CLOTH TRIM

CHANGES, ON ORDER, WHITE EXT

CREW CAB
SPARE TIRE
CLOTH FRT BUCKETS
CONSOLE
PRIVACY GLASS,
8 WAY ADJUSTABLE DRIVER'S SEAT
4 K TOW PKG W/CLASS III HITCH
POWER MIRRORS W/ BLISS
REVERSE SENSING SYSTEM
ALL WEATHER FLOOR MATS

MUNI PRICE \$33,965.00

ADDITIONAL EQUIPMENT	
SPRAY IN BED LINER	650.00
NHOU RUSTPROOFING	550.00
ROLL UP TONNEAU COVER	695.00
AMBER/GREEN LED MDOT LIGHTING PKG	2,495.00
(2) LED LIGHTS IN GRILLE	
(2) LED LIGHTS AROUND 3 RD BRAKE LIGHT	
(2) LED LIGHTS MOUNTED ON INSIDE REAR DOORS	
TAILLIGHT FLASHER	

SINCERELY
EDDIE WILLIAMS
GOVERNMENT SALES
CELL 313-319-3431

ITEM: 7.E

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
DATE: July 6, 2026
SUBJECT: **EQUIPMENT PURCHASE - WASTEWATER VEHICLE**

The Wastewater Department is in need of an additional vehicle for their department due to increased staff and field work resulting from the implementation of the Industrial Pretreatment Program (IPP). The proposed vehicle is a 2027 Ford Explorer that has 6 passenger seating, cargo storage, and a trailer tow package. The vehicle will be utilized mainly for system monitoring required under the IPP and administrative travel for all department staff as needed.

BUDGET IMPACT:

The vehicle cost will be expensed from the Wastewater Funds Capital Outlay Line, 590-900-970.00, where \$50,000 was allocated in the fiscal year 2027 budget.

RECOMMENDATION:

Approve the purchase of a 2027 Ford Explorer AWD in the amount of \$43,895 from Gorno Ford under MIDeal Contract #MA240000001193 and authorize the City Manager to sign the necessary documents.

EDDIE WILLIAMS
GOVERNMENT SALES
GORN FORD
WOODHAVEN, MI
PH 734-671-4893, CELL 313-319-3431

5/27/2026

ALEC EGNATUK
WASTE WATER DEPT
CITY OF MARSHALL
CELL 269-538-0337
Email AEGNATUK@CITYOFMARSHALL.COM

2027 FORD EXPLORER AWD ACTIVE, , MIDEAL #MA240000001193
2.3L ECO BOOST, 10 SPD AUTO TRANS, CONSOLE, AIR BAGS,, SPEED
CONTROL, AM/FM STEREO, POWER WINDOWS & DDOR LOCKS, POWER
MIRRORS, 6 WAY POWER DRIVER'S SEAT, TIRE PRESSURE MONTITORING
SYSTEM , ROLL STABILITY SYSTEM, REAR HEAT & A/C, (6 PASSENGER
SEATING) , TRAILER TOW PKG

CHANGES
WHITE-EXT, GREY CLOTH INT
LOWER BODYSIDE CLADDING
POWER LIFTGATE
ROOF RACK
10 WAY POWER DRIVER'S SEAT
HEATED FRT DRIVER & PASSENGER
WRAPPED STEERING WHEEL
POWER HEATED EXT MIRRORS
FULL SIZE SPARE TIRE
ALL WEATHER FLOOR MATS
AMBER/GREEN LED PASS SIDE VISOR LIGHT
AMBER/GREEN LED LIGHTS INSIDE TOP OF REAR WINDOW/HATCH
AMBER/GREEN LED LIGHTS ON REAR OF HOOD ANGLED @ 45%
TAILLIGHT FLASHER

MUNI PRICE \$43,895.00

OPTION
CHANGE 2ND ROW FROM BUCKETS TO 40/20/40 SPLIT BENCH N/C
CHANGES FROM 6 PASSENGER 7 PASSENGER

SINCERELY

EDDIE WILLIAMS
GOVERNMENT SALES
CELL 313-319-3431

ITEM: 7.F

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Joshua Lankerd, Chief of Police
DATE: July 6, 2026
SUBJECT: **EQUIPMENT PURCHASE- MRLEC VEHICLE, PLOW, SALTER**

The Marshall Regional Law Enforcement Center (MRLEC) is a shared facility utilized by the Michigan State Police, the Calhoun County Sheriff's Office, and the Marshall Police Department. As part of this collaborative arrangement, the City of Marshall is responsible for building maintenance which includes snow removal operations at the facility. For the past several years, the City has contracted with a local vendor to provide snow removal/plowing services at an annual cost of \$22,632. However, the City has not been satisfied with the level of service provided and plans to transition snow removal /plowing operations to City maintenance staff. The transition to internal snow plowing operations will increase responsiveness to snow plowing needs and should eventually be cost-effective.

Performing snow removal internally will require additional staffing hours, which have already been incorporated into the MRLEC operating budget. In addition, the City will need to purchase a pick-up truck, snowplow, and salt spreader. The City of Marshall currently has \$36,000 available in the Motor Pool Fund designated for replacement of the existing MRLEC pick-up truck. Through the MiDEAL purchasing program, the cost of a new Ford F-250 truck equipped with a snowplow and salt spreader is \$68,896.

The remaining funding gap for the equipment purchase is \$32,896.

Approval is requested to purchase the Ford F-250, snowplow, and salt spreader through the MiDEAL purchasing program and to allocate an additional \$32,896 from the maintenance fund to complete the purchase. Upon approval, arrangements will be made with the City of Marshall Finance Department to adjust the invoiced amounts to the participating agencies accordingly.

BUDGET IMPACT:

Performing snow removal internally will require additional staffing hours, which have already been incorporated into the MRLEC operating budget. In addition, the City will need to purchase a pick-up truck, snowplow, and salt spreader. Through the MiDEAL purchasing program, the cost of a new Ford F-250 truck equipped with a snowplow and salt spreader is \$68,896. The City of Marshall currently has \$36,000 available in the Motor Pool Fund designated for replacement of the existing MRLEC pick-up truck and MRLEC has approved the additional \$32,896 from the MRLEC maintenance fund.

RECOMMENDATION:

Approve the purchase of a Ford F-250 truck with plow, and salter in the amount of \$68,896 from Gorno Ford using the MIDEAL program and authorize the City Manager to sign the necessary documents.



Marshall Regional Law Enforcement Center

Marshall Police Department
Calhoun County Office of the Sheriff
Michigan State Police

Josh Lanker, Chief of Police
Steve Hinkley, Sheriff
Toby Baker, Post Commander

Date: August 29th, 2026

Purchase Approval Authorization – MRLEC Pick-Up Truck, Snowplow, and Salt Spreader

The Marshall Regional Law Enforcement Center (MRLEC) is a shared facility utilized by the Michigan State Police, the Calhoun County Sheriff's Office, and the Marshall Police Department. As part of this collaborative arrangement, the City of Marshall is responsible for snow removal operations at the facility.

For the past several years, the City has contracted with a local vendor to provide snow plowing services at an annual cost of \$22,632. However, the City has not been satisfied with the level of service provided and is proposing to transition snow removal operations to City staff.

Performing snow removal internally will require additional staffing hours, which have already been incorporated into the MRLEC operating budget. In addition, the City will need to purchase a pick-up truck, snowplow, and salt spreader.

The City of Marshall currently has \$36,000 available in the Motor Pool Fund designated for replacement of the existing pick-up truck. Through the MiDEAL purchasing program, the cost of a new Ford F-250 truck equipped with a snowplow and salt spreader is \$68,896.

The remaining funding gap for the equipment purchase is \$32,896.

Approval is requested to purchase the Ford F-250, snowplow, and salt spreader through the MiDEAL purchasing program and to allocate an additional \$32,896 from the maintenance fund to complete the purchase. Upon approval, arrangements will be made with the City of Marshall Finance Department to adjust the invoiced amounts to the participating agencies accordingly.

Approved by Lt. Toby Baker
(Post Commander)

FLT Toby Baker

Approved by Sheriff Steve Hinkley

Steven Hinkley

Approved by Chief Josh Lanker

Josh Lanker

EDDIE WILLIAMS
GOVERNMENT SALES
GORNO FORD
WOODHAVEN, MI
PH 734-671-4893, CELL 313-319-3431

6/15/2026

JAKE ANDREWS , PH 517-554-1283, , CHIEF JOSH LANKERD 269-781-2596
Email jandrews@cityofmarshall.com, email JLANKERD @CITYOF MARSHAL.COM
MARSHALL REG. LAW ENFORCEMENT CENTER

2027 FORD F250 4X4 PICKUP, MIDEAL #MA24000001193
7.3L V8, 10 SPD AUTO, A/C & HEAT, TINTED GLASS, AM/FM STEREO
142" WB, 10,000 LB GVW, BLUETOOTH, SPARE TIRE, SYNC 4, SPARE TIRE
POWER WINDOWS, DDOR LOCKS, & POWER HEATED EXT MIRRORS

CHANGE, WHITE EXT.

CHROME BUMPERS
CRUISE CONTROL
3.73 LIMITED SLIP REAR AXLE
SNOW PLOW / CAMPER PREP PKGS
DUAL BATTERIES, W/350 AMP ALTERNATOR
KEYLESS ENTRY
(4) LT245 X 17 A/T TIRES
STEP BOARDS
BACK UP CAMERA
RUNNING BOARDS
110V/400 WATT INVERTER
TRAILER BRAKE CONTROLLER
TOW PKG
AUX SWITCH PKG
SPLASH GUARDS FRT & REAR
WESTERN MVP III W/8.5' V BLADE
SNOW FLAP
WESTERN 2500 TAILGATE SALTER
INSTALL ADDITIONAL BACK UP CAMERA
VARIABLE SPEED CONTROL
SPRAY IN LINER
AMBER/GREEN LED MINI BAR, GRILLE LIGHTING AND REAR LIGHTING
TOTAL **\$68,896.00**
ADDITIONAL RED/BLUE LED LIGHTING CAN BE ADDED
TAILGATE STEP 475.00
WEATHER GUARD BACK RACK 1,300.00
110W/2000 WATT INVERTER 945.00

EDDIE WILLIAMS
GORNO FORD
CELL 313-319-3431

ITEM: 10.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marcia Strange, Director of Community Development
DATE: July 6, 2026
SUBJECT: CDBG HOUSING REPAIR GRANT APPLICATION

We are requesting that the City Council hold a public hearing tonight to consider the submission of a Community Development Block Grant (CDBG) Application for the support of housing rehabilitation projects in the City of Marshall. The application is in draft form and includes the required information collection and a supplemental sheet of project information collection tailored to our program. Through this grant we will have federal funds amounting to \$400,000 to distribute to our homeowners for qualifying repairs.

Parameters for the grant application and potential funding that have stayed the same from the last attempt include:

- House must be owner-occupied (this is not a rental rehab program),
- The scope of projects is limited to facade improvements (siding repairs, brick work, tuck pointing), porch repairs or replacement, roofs, and equipment such as furnace/air-conditioners or water heaters. Stair
- A licensed contractor is required, and an estimate must be obtained and approval given by MSHDA before 3 bids are obtained, and the project can proceed.
- Building Permits are a qualifying reimbursement and the Building Department, and the Planning and Zoning Department will work together for any required inspections and provide guidance to the program applicants.
- Qualifying income limits set by HUD have gone up a bit and are currently set at:

CDBG INCOME LIMITS 80% AMI - EFF 6/1/26

COUNTY	1	2	3	4	5	6	7	8
	PERSON	PERSON	PERSON	PERSON	PERSON	PERSON	PERSON	PERSON
Calhoun	\$46,850	\$53,550	\$60,250	\$66,900	\$72,300	\$77,650	\$83.,000	\$88,350

Feedback from the MSHDA following our previous application has led us to make the following changes to our program:

- Individual grant amounts will be limited to \$24,000 and there is NO required match for the program for qualifying grant applicants from our community.

Attached is the CDBG Signed Designation Memo that shows funds have been allocated to the City of Marshall. We are eager to move forward with this opportunity for our community and are seeking the approval of the draft application to submit by the August 17th deadline. We are also requesting to approve the required resolution of support following the tonights public hearing.

BUDGET IMPACT:

There is no anticipated budget impact as administrative costs will be covered by the grant.

RECOMMENDATION:

Approve Resolution 2026-19, A Resolution to ADOPT THE CDBG HOME REPAIR GRANT PROGRAM and authorize the City Manager to sign the necessary documents.

**AdCITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2026-19**

A RESOLUTION TO ADOPT THE CDBG HOME REPAIR GRANT PROGRAM

Minutes of a regular meeting of the Council of the City of Marshall, held on July 6, 2026 at 7:00 PM.

PRESENT:

ABSENT:

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

WHEREAS, the Marshall City Council established a Planning Commission to prepare plans for the development of the City, and

WHEREAS, a public hearing was held on July 6, 2026, and

WHEREAS, the funding request in the amount of \$400,000 has been made to the Michigan State Housing Development Authority and there is no requirement for matching funds from the City of Marshall

WHEREAS, the proposed project is consistent with the City of Marshall's community development plan to support homeowners as described in the Application.

WHEREAS, all activities will be taken for the purpose of providing and/ or improving permanent residential structures, which upon completion will be occupied by low- or moderate-income households.

WHEREAS, no project costs (CDBG and non-CDBG) will be incurred prior to a formal grant award, completion of the environmental review procedures and formal, written authorization to incur costs has been provided by our CDBG Specialist.

WHEREAS, the Marshall City Council authorizes City Staff to submit the Michigan CDBG application

THEREFORE BE IT RESOLVED that the City Council authorizes the submission of the Michigan CDBG Application and authorizes the City Manager and City Clerk to authorize and sign the Application and all attachments, Grant Agreement and all amendments, the FSR Payment Requests, and serve as the Certifying Officers.; and

Resolution declared adopted this 6th day of July, 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 October 6, 2025 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



COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION SUPPLEMENT – HOMEOWNER REHABILITATION

**SUBMISSION DEADLINE IS AT 11:59:59 PM EST 120 DAYS AFTER
THE DESIGNATION MEMO IS FULLY EXECUTED.**

Complete the CDBG Application and applicable Application Supplement(s) in full. Include all required attachments before submitting.

Please review the application to ensure that all fields of information, checkboxes and additional documents requested are addressed prior to submission. When answering the questions, please label all subfactors within the narrative, i.e., a), b), c), d).

A	APPLICANT INFORMATION
1	APPLICANT NAME ——— <u>City of Marshall</u>

Please review each question carefully to ensure the response includes all required factors.

B	ACTIVITY SUMMARY Added: Please note that oversight and monitoring responsibilities must remain with the applicant. This includes key functions such as reviewing payment requests, approving assistance applications, submitting Environmental Reviews, and completing IGX submissions.
1	Program Design & Administration Describe the overall structure of the homeowner rehabilitation program, including: a) Activity-specific roles and responsibilities of staff, contractors, or partnering agencies. b) Program parameters, including maximum assistance amounts, eligible repairs, and any homeowner contribution requirements. c) Targeting strategies, such as income thresholds, geographic focus areas, or outreach methods to ensure equitable access. ———— <u>Planning and Zoning Administrator (PZA) is the lead on the City’s internal process and works with the Dir. Of Community Development (Dir) to establish program parameters, develop guidance tools for applicants, and confirm project scope aligns with grant requirements and environmental assessment. Also will review bids with applicants as needed, coordinate with building department for documentation of construction progress, review pay applications and submit for reimbursement but is supported by the Director of Community Development, and our Building Department staff and Building Inspectors.</u>
2	Participant & Site Selection Explain how program participants and properties will be selected, including: a) Eligibility criteria for homeowners and properties. b) Application process, including required documentation and evaluation methods. c) Prioritization strategies, such as targeting the most urgent rehabilitation needs or specific demographic groups (e.g., seniors, people with disabilities).

	<u>a. ———Homeowners must submit income information (provided data collection sheets must be submitted prior to acceptance into program). Scope of project must meet targeted project type and cost under \$24,000).</u> <u>b. Application can be filled out and submitted to Planning. Photographs are encouraged to help define scope along with basic narrative. Environmental assessment will be required and documented. Project scope will then be again reviewed against environmental assessment to confirm completeness. Scopes that do not align with grant parameters will not be accepted, but will be allowed to be revised and resubmitted. Applicants must meet income requirements or project will be rejected. Scope documents and contractor requirements will be issued for bids by applicant. Applicant will review bids with staff. Preferred contractor will be notified and brought on board. Contractor will develop additional details as needed for SHPO or Tier 2 Environmental review. Upon approval, contractor can submit for permits through the building department (cost can be reimbursed).</u> <u>c. Front porches and stairs are high on our priority list for safety reasons. Roofs are also high on our list of priorities so the life of the structure can be extended. Both are needs for seniors, disabled, and lower income occupants in our community.</u>												
3	Contractor Selection & Construction Oversight Describe the process for managing rehabilitation activities, including: a) Contractor procurement and selection criteria (competitive bidding, qualifications, experience requirements). b) Construction oversight, including project timelines, progress monitoring, and compliance checks. c) Inspection procedures, including initial property assessments, progress evaluations, and final project signoffs. <u>a. ———The City will provide a list of available contractors that the applicant can reach out to for 3 competitive bids. Following the environmental assessment (by applicant), the scope will be reviewed by staff for completeness and bids will be received by applicant but reviewed with City Staff to confirm qualifications and experience requirements are met.</u> <u>b. The Building Department inspections will include the grant guidelines for help with progress monitoring and compliance checks.</u> <u>c. Documentation of existing conditions will be by applicant and be submitted as part of initial application. Property assessments can be coordinated with the assessors office if needed. Progress evaluations will be completed by the PZA with the Building Department. Final project signoffs can be requested following the final pay application and final building inspections.</u>												
4	Leveraged Resources Identify the amount and source of any leveraged resources and explain how they will be used (Note: this information should correlate with the numbers provided in the Budget Section (E) of the Application) ———<u>NA</u>												
C	TIMELINE												
	Complete a detailed schedule of the time frame for the grant term with date ranges for each activity. <table border="1"> <thead> <tr> <th colspan="4">TIMELINE</th> </tr> <tr> <th>Completed by</th> <th>Task</th> <th>Start Date</th> <th>End Date</th> </tr> </thead> <tbody> <tr> <td>Applicant</td> <td>Grant Agreement Executed</td> <td>3/1/26</td> <td></td> </tr> </tbody> </table>	TIMELINE				Completed by	Task	Start Date	End Date	Applicant	Grant Agreement Executed	3/1/26	
TIMELINE													
Completed by	Task	Start Date	End Date										
Applicant	Grant Agreement Executed	3/1/26											

Applicant	Procure Third-Party Administrator	— NA	
Applicant	Procure Environmental Review consultant	— 9/1/26	— 11/30/26
Applicant	Complete Tier I Environmental Review	— 10/1/26	— 1/30/27
Applicant	Complete Program Guidelines	— 7/1/26	— 11/1/26
Applicant	Sites/Participants Selected (Tentative, pending successful Tier II ER and Verification of Eligibility)	— 12/1/26	— 3/1/27
Applicant	Complete Tier II Environmental Review	— 1/30/27	— 4/30/27
Applicant	Contractor Procurement	— 1/30/27	— 6/30/27
Applicant	Construction Period	— 2/1/27	— 10/30/27
Applicant	Final Inspection(s) Completed	— 3/1/27	— 11/30/27
Applicant	100% Disbursement of Funds/Final Reports	— 4/1/27	2/29/28

Timeline Description:

— ~~There will be multiple projects proceeding with separate contractors selected by the applicants. Procurement of Environmental Review consultant will be by the applicant and we will provide paperwork and review completeness prior to submission. Historic review would fall into the Tier 2 review timeline if needed. We anticipate submitting for reimbursement for each project after permits after the 50% time and at after the final inspections are complete and final pay applications are submitted.~~

GRANT MANAGEMENT PLAN PROCUREMENT AND DUE DILIGENCE

The use of developers (if applicable) and/or third-party administrators, for some units of a general local government (UGLG), are an essential element of running a successful housing program. MSHDA's CDBG Housing Improving Local Livability (CHILL) Program offers guidance on the procurement of, and reimbursement for, these professional services in the Policy Manual.

However, the search for an effective grant administrator begins in the very early stages of program design when applicants explore the ramifications of grant management on staff time and available resources. To assist our grantees in their self-assessment and possible decision to begin the search for a grant administrator, CHILL encourages consideration of the following to ensure due diligence in the procurement of third-party administrators.

Developers and third-party administrators have independent responsibilities. The developer's responsibilities are associated with developing a Demolition Reconstruction Resale (DRR) project and does not include administrative responsibilities.

1. Know your own program; as the grantee, the UGLG is still responsible for compliance with the terms of the grant agreement and regulations governing allowable expenditures.
2. Use proper procurement standards in the hiring of outside consultants (see CHILL Program Policy Manual).
3. Present a comprehensive list of tasks/skills in your written request for proposals.
4. Ask for evidence/documentation of: experience administering housing programs, program knowledge, financial stability, staff capacity, training, etc. Documentation must include contact names, phone numbers and email addresses.
5. Verify the information presented in responding proposals.
6. Use clear and succinct written agreements. Be sure that your selected contractor understands the responsibilities required under the agreement.
7. Take stock of your internal staff capacity to perform grant administration activities that are required of the grantee; assign a staff person for being liaison to your developer and/or third-party administrator (this person should understand program guidelines, federal requirements, etc.).
8. Participate actively in writing program guidelines that accurately reflect the parameters of your program.
9. Establish and enforce active, ongoing, progress and financial reporting responsibilities for your program.
10. Make sure you have current manuals, forms, policies, etc.
11. Plan with your administrator and developer for the completion of milestones and desired results.
12. Document everything. (This is Murphy's Law: The item HUD or MSHDA wants as evidence of compliance is the exact document you thought you could get away with not completing.)

GRANT MANAGEMENT PLAN

In addition to the information presented in the Implementation and Capacity section of your application, it is important that Grantees understand their oversight responsibilities for grant implementation by a Developer and/or Third-Party Administrator. Please complete this Grant Management Plan and return it to your Specialist as part of the Special Conditions of your recent grant award.

Date:	6/8/2026
Grant #:	
Grantee:	City of Marshall
Grantee Contact Person:	Marcia Strange

A. List names and titles of **Grantee** staff responsible for overall grant management and compliance.

Name	Title
Marcia Strange with dedicated Admin Support	Director of Community Development
Brandie Cary	Deputy Clerk
Bryan Powers	Building Official
Derek Perry	City Manager
William Dopp	Finance Director

B. Identify the contracted **Third- Party Administrator** for this grant.

N/A

C. List names and titles of the **Third-Party Administrator (TPA)** staff responsible for various grant implementation duties.

Name	Title

D. Identify the contracted **Developer** for this grant.

Each project (home) may have a different prime contractor (\$24K max grant funds per project)

E. List names and titles of the **Developer** staff responsible for various grant implementation duties.

Name	Title
Unknown unitl bid	

F. Name the individual that will have primary responsibility for all the following tasks that apply to your housing grant and indicate if the person is a grantee staff member, Developer staff, or TPA staff.

Task	Name of Person Responsible (if Grantee, Developer or TPA, provide name and agency) or N/A	Grantee	Developer	TPA
1. Housing Needs Assessment	N/A - Completed	☐	☐	☐
2. Public Hearings	Marcia Strange - City	☒	☐	☐
3. Civil Rights / EEO	Marcia Strange - City	☒	☐	☐
4. Complaint Procedure	Marcia Strange - City	☒	☐	☐
5. Davis Bacon and Related Act (labor standards)		☐	☐	☐
6. Environmental Review	Owner/ Contractor	☐	☒	☐
7. Environmental Review procurement	Owner/ Support by Marcia Strange	☒	☒	☐
8. Fair Housing	N/A	☐	☐	☐
9. Uniform Relocation Act (relocation and acquisition)		☐	☐	☐
10. Financial Management	William Dopp - City	☒	☒	☐
11. Household Income Eligibility	Marcia Strange - City	☒	☐	☐
12. Processing Applications for Assistance	Marcia Strange - City	☒	☐	☐
13. Program Guidelines (preparation of)	Marcia Strange - City	☒	☐	☐
14. Outreach and Public Information	Marcia Strange - City	☒	☐	☐
15. Property Selection for Acquisition	N/A	☐	☐	☐
16. Contractor Selection Process	Owner/ Support by Marcia Strange	☒	☐	☐
17. Cost Estimates	Owner/ Contractor	☒	☒	☐
18. Inspections	Bryan Powers/ Marcia Strange	☒	☐	☐
19. Lead Based Paint Requirements	Owner/ Contractor/ Support by Marcia Strange	☒	☒	☐
20. Specifications	Marcia Strange to support Owner bidding	☒	☐	☐
21. Grant Status updates	Owner/ Marcia Strange and Admin Support	☒	☐	☐
22. Construction Supervision	Owner/ Bryan Powers/ Marcia Strange	☒	☒	☐
23. Homeownership Counseling	N/A	☐	☐	☐
24. Marketing Units	N/A	☐	☐	☐
25. Mortgage/Lien Documents	N/A	☐	☐	☐
26. Project Bid Awards	Owner/ Supported by Marcia Strange and Admin	☒	☐	☐
27. Financial Status Reports (FSR Payment Requests)	Owner/ Contractor/ Admin/ William Dopp	☒	☐	☐
28. Other:		☐	☐	☐
29. Other:		☐	☐	☐
30. Other:		☐	☐	☐
31. Other:		☐	☐	☐

G. Describe Grantee's internal controls and monitoring procedures to ensure accountability for program progress, compliance, and financial management. If an update or report will be used (see #20 above), indicate contents and frequency of submission to the Grantee.

Inspections at each pay application (at 50% and final) outside of standard building constructoin inspection. Contractor must include FSR with pay app, including receipts and wage information.

H. Describe the “money flow”. Who and how will grant funds be requested from MSHDA and payments made to contractors? Who has authority to approve payments? What documentation is reviewed? Who will write checks and who will sign them? Give as much detail as necessary to show that required financial management practices are understood and followed.

Each project will have funds allocated after bids are received. Project status of all active projects will be reviewed weekly by Marcia and Monthly by Marcia, William and Brandie (and new Admin) for 1. level of completeness of construction 2. payment application adequacy and completion (once 50% has been met on qualifying expenses AND construction they are eligible for a draw) 3. 50% and final draw must include all required documentation to date - labor, materials, permit fees, etc.

I. List any technical assistance received or trainings attended by **Grantee** staff in the last year. Give the names of relevant staff members.

N/A

J. List any technical assistance received or trainings attended by **Third Party Administrator** staff in the last year. Give the names of relevant staff members.

N/A

K. Written description of **previous TPA experience** with Federal and/or MSHDA grants. Identify any significant findings or delays.

The City has just closed out a CDGB grant for 125-127 W Michigan Ave and a RAP 1.0 grant. Both were administered by a 3rd party. The City is almost complete with a RAP 2.0 grant being administered by the City.

L. List any technical assistance received or trainings attended by **Developer** staff in the last year. Give the names of relevant staff members.

N/A

M. Written description of **previous Developer experience** with Federal and/or MSHDA grants. Identify any significant findings or delays.

N/A

I understand that the individuals listed above have responsibility for ensuring various tasks and grant management duties are completed; however, it is the ultimate responsibility of Grantee for meeting the terms of the Grant Agreement with MSHDA, including all program and compliance requirements; HUD and MSHDA guidelines; Policy Manual; and local codes and ordinances.

Grantee has put in place the necessary agreements, policies, procedures, and training to ensure that the Developer and/or Third-Party Administrator named above understands their contractual obligations and has the capacity to effectively implement their Grant.

X

Date

Signature Name

REQUIRED ATTACHMENTS

- 1) Copy of **Request for Proposal** (RFP) for Third Party Administrator. Indicate number of proposals received and reasons for selection. If an RFP was not used, indicate NA ☒ and explain.
- 2) Copy of **Agreement(s)** between Grantee and Developer and/or Third-Party Administrator. Please ensure that the agreements reflect the roles and responsibilities in the management plan and program guidelines.

PURCHASING MANUAL

City of Marshall

PURCHASING MANUAL

Foreword

The Finance department has prepared this "Purchasing Manual" which will serve as the basis for purchasing policies and procedures for the City of Marshall.

The Purchasing function involves the procurement of materials, supplies, equipment, and services at the lowest possible cost consistent with the quality needed to meet the required standards. The purpose of the Purchasing Policies and Procedures is to outline methods for executing purchases of goods and/or services for the City Departments. The goal is to define authority, responsibility, and establish guidelines for the City. The City is dedicated to the principles of competition and fairness to ensure that City of Marshall taxpayers receive the best value for every expenditure.

Since rules and regulations are necessary for the proper operation of the purchasing function and since it is essential that all who are involved in the purchasing operation be well informed, this manual has been developed to aid all employees directly or indirectly associated with the function of purchasing. The objectives of the Purchasing Division are as follows:

1. Assurance of continuity of supply to meet the service needs.
2. Avoidance of duplication and waste through standardization.
3. Maintenance of required quality standards in goods.
4. Development of a cooperative environment between Purchasing and Divisions served.
5. Obtain maximum savings through innovative buying and application of value analysis techniques.
6. Administer the purchasing function with internal efficiency.
7. Purchase of goods and services at the lowest, price consistent with quality performance, and delivery requirements.
8. Conform to the Code of Ethics adopted by the National Institute of Government Purchasing.
9. Comply with all the rules and regulations set forth in the City Charter and City Ordinance.

I. DEFINITIONS

"Business" means any corporation, partnership, individual, sole proprietorship, joint stock Company, joint venture or any other private legal entity.

"Change order" means a written order signed by the appropriate parties which directs the contractor to make changes.

"City" means the municipality now existing and known as the City of Marshall.

"Construction" means the process of building, altering, repairing, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. Construction does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings or real property.

"Contract" means all types of city agreements, regardless of what they may be called, for the procurement of materials, services or construction or the disposal of materials.

"Contractor" means any person who has a contract with the City.

"Designee" means a duly authorized representative.

"Invitation for bids" means all documents, whether attached or incorporated by reference, which are used for soliciting bids in accordance with the procedures prescribed herein.

"Materials" means all property, including, but not limited to, equipment, supplies, printing, insurance and leases of real property but does not include land or a permanent interest in land or leases of City real property.

"May" denotes the permissive.

"Minor informality" means mistakes, excluding judgmental errors, that have negligible effect on price, quantity, quality, delivery, or other contractual terms and the waiver or correction of such mistakes does not prejudice other bidders or offerors.

"Multiple award" means an award of an indefinite quantity contract for one or more similar materials or services to more than one bidder or offeror.

"Person" means any corporation, business, individual, union, committee, club, other organization or group of individuals.

"Price data" means information concerning prices, including overhead, for materials, services, or construction substantially similar to those being procured under a contract or subcontract. In this definition, "prices" refers to offered or proposed selling prices, historical selling prices, or current selling prices of the items being purchased.

"Procurement" means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

"Property" means assets with a useful life of more than one year.

"Purchase requisition" means that document, or electronic transmission, whereby a using department requests that a contract be entered into for a specific need, and may include, but is not limited to, the description of the requested item, estimated cost, delivery schedule, transportation data, criteria for evaluation, suggested sources of supply, and information supplied for the making of any written determination required by this chapter.

"Request for information" RFI- is a standard business process whose purpose is to collect written information about the capabilities of various suppliers.

"Request for proposals" RFP-means all documents whether attached or incorporated by reference, which are used for soliciting proposals in accordance with procedures prescribed herein.

"Responsible bidder or offeror" means a person who has the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance.

"Responsive bidder or offeror" means a person who submits a bid which conforms in all material respects to the invitation for bids or request for proposals.

"Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance. Services does not include employment agreements or collective bargaining agreements.

"Shall" denotes the imperative.

"Solicitation" means an invitation for bids, a request for technical offers, a request for proposals, a request for quotations, or any other invitation or request by which the city invites a person to participate in a procurement.

"Specification" means any description of the physical or functional characteristics, or of the nature of a material, service or construction item. Specification may include a description of any requirement for inspecting, testing, or preparing a material, service, or construction item for delivery.

"Subcontractor" means a person who contracts to perform work or render service to a contractor as defined by this section or to another subcontractor as a part of a contract with the city.

"Surplus property" means property no longer needed by city departments for their operations, obsolete property, property in poor or non-working condition, or property that is a by-product (e.g. scrap metal, used tires and oil, etc.).

"Using department" means any organizational unit of the City that utilizes any materials, services or construction procured under this chapter.

II. PURCHASING PURPOSE

PURPOSE:

The Purchasing Agent is responsible for administering purchasing policies set forth by the City Manager and the Finance Director and approved by the City Council; initiating reports necessary to permit analysis of purchasing performance, approving contracts less than bid requirement, consolidating purchases of like or common items, analyzing prices paid for materials, equipment, supplies and services, and generally defining how to effect cost savings and coordinate purchasing procedures.

RESPONSIBILITIES, DUTIES AND FUNCTIONS:

1. Policies and Procedures: Develop purchasing objectives, policies, programs and procedures for the purchase and acquisition of all materials, supplies, equipment and services.
2. Consolidation: Consolidate purchases of like or common items to obtain the maximum economical benefits and cost savings, and explore the possibilities of buying "in bulk" to take full advantage of quantity discounts.
3. Surplus Property: Responsible for disposal of surplus materials, supplies, or equipment.
4. Standardization: Work with other divisions to establish standardization of materials, supplies and equipment.
5. Supplier Relations: Promote good will and public relations between the City and its suppliers. Encourage full and open competition wherever possible.
6. Purchasing Analysis: Keep informed of current developments in the field of purchasing, prices, market conditions and new products, and secure for the city the benefits of research conducted in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations having national recognition, and by private businesses and organizations.

III. PURCHASING AUTHORITY

PURPOSE:

The City of Marshall has a centralized purchasing function which is responsible for the procurement of all goods and services on behalf of the city which is authorized by the City Charter. The objective is that purchasing be conducted on a basis of quality, service, and price.

APPLICATION:

All goods and services acquired by the city.

POLICY:

The legal authority to purchase goods and services is vested in the City Manager, or their designee. The City Manager has retained contract signatory authority, but has designated the Purchasing Agent as the person in whom the remainder of this authority rests. (City Code of Ordinance 32.01)

The Purchasing Agent may delegate limited purchasing authority to Directors who may in turn delegate such authority to their managers.

IV. ETHICS IN PUBLIC CONTRACTING**PURPOSE:**

To help protect the city by avoiding both the appearance of wrong doing, as well as wrongdoing itself.

APPLICATION:

All City employees who interact with vendors

POLICY:

Employees shall strive to conduct all business dealings and relationships with integrity, honesty and respect for others. They shall always deal fairly and honestly with customers and others with whom we do business.

- A. Employees shall not accept gratuities, payments or “kickbacks” from city contractors or potential contractors. Inexpensive advertising items bearing the name of the firm such as pens, pencils, calendars, etc., and business-related meals are not considered gratuities relative to this policy.
- B. No employee shall use confidential information for his/her actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.
- C. No employee shall use his/her position or status to solicit business, special discounts, or special concessions for purchases to be used for private use or unofficial City functions from any person who sells or solicits sales to the City.
- D. The NIGP Code of Ethics is in the appendix of this document for reference.

V. PURCHASING THRESHOLD**PURPOSE:**

Each fiscal year, the formal bid limit is reset to an amount equal to 0.67% of the total local tax revenue of the immediately preceding fiscal year.

POLICY:

An annual memo will be published with the current fiscal year’s threshold. This will differentiate when informal quotes and the formal bid process is necessary.

SPLITTING OF AN INVOICE TO COME UNDER THE FORMAL BID LIMIT IS NOT PERMITTED AND THE INVOICES AND/OR PURCHASE ORDERS WILL BE SENT BACK TO BE CORRECTED AND THE PROPER PROCEDURE TO BE FOLLOWED.

VI: STANDARD PURCHASE ORDERS

PURPOSE:

A purchase order form is used to enforce an agreement for all purchases for goods and services.

POLICY:

The most common vehicle which legally bonds a commitment for materials, equipment and services between the city and a vendor is a purchase order, setting forth terms and conditions to protect the agencies interests governing the following areas.

1. Fixed prices and quantities
2. Buyer's right of inspection and rejection
3. Warranty if not specifically agreed upon with vendor
4. Holding buyer harmless against patent infringement and other legal considerations
5. Instructions regarding shipping deliveries

All goods and services in excess of \$3000 must be acquired through the use of a standard purchase order.

PROCEDURE:

In preparing the computer-generated purchase order, the buyer must add variable data to the order. These include:

1. Vendor name and address.
2. If the order confirms a procurement to be given verbally or by fax, add "CONFIRMING PO" or "FAX PO."
3. An adequate description of the material, equipment or services being procured, including specifications, drawings and quality requirements if required.
4. Quantity, unit price, if applicable, and total price.
5. Delivery or shipping date of material as agreed with the vendor, if applicable.
6. If the item is a fixed asset, click the fixed asset box after entering the GL#. (Fixed assets are greater than \$5000 and have a useful life of more than 1 year.)

VII: BLANKET PURCHASE ORDERS

PURPOSE:

To minimize paperwork for repeat purchases.

POLICY:

A blanket order is a purchase order of miscellaneous items or materials, supplies, parts services, etc. over a certain period of time (usually one fiscal year or seasonal requirements). Shipments are made, as requested, against the blanket order number for the term of the contract or blanket order.

Most blanket purchase orders are issued to fund payments for contracts with indefinite expenditures, but are actually encumbered in advance. As payments are made and charged to the appropriate line items, remaining purchasing authority under the purchase order is reduced. These were created strictly for convenience to reduce the number of short and small POs being processed. Please note that making payments against a blanket PO is simpler than creating short POs for each purchase.

PROCEDURE:

Blanket purchase orders shall be prepared on the standard purchase order form and shall contain the following information:

1. Description of items to be purchased, as well as costs when known.
2. The period of time the blanket order will remain valid.
3. Any other variable data that is important to that particular order.

Blanket P.O.s may not exceed the formal bid limit (0.67% of the previous year's total local tax revenue) unless formal competition requirements have been met. Much lower limits, established relative to the type of acquisitions, will be placed on blankets where no competition has occurred.

VIII: FORMAL BID PROCESS

PURPOSE:

To outline the steps of the formal bid process; from choosing which form of solicitation to choose to issuing a Notice of Award.

POLICY:

When the purchasing threshold has been met, (the formal bid limit is reset to an amount equal to 0.67% of the total local tax revenue of the immediately preceding fiscal year) the formal bid process must take place.

Step 1: The appropriate formal solicitation method should be selected based on whether price should be the sole deciding factor, or whether a best value decision should be made. Key indicators for which method to utilize are as follows:

Invitation for Bids (IFB):

- Lowest responsive, responsible bid meeting specifications
- Pass/Fail judgment on qualifications is required.
- Asking for a price only
- Evaluate lowest priced bid first to determine if it is acceptable
- Single department representative is usually involved in evaluation process
- No negotiation
- Take it or leave it as bid (No changes)

Request for Proposals (RFP):

- Best value - weighted criteria - price generally is not the most important consideration
- A willingness to pay more for better qualifications is standard.

- Asking for a solution to a problem and a price
- Evaluate all proposals concurrently
- Negotiation allowed and encouraged
- Changes to proposals allowed, but cannot change the intent

Step 2: The using department initiates the request to the purchasing agent including the specifications/scope of work for the item or service to be purchased along with the requested timeline.

Step 3: The purchasing agent along with the using department will work together to produce the complete bid documents.

Step 4: A public bid notice shall be given at least 5 days prior to the bid opening. All bids shall be submitted to the City Clerk, and a public bid opening shall occur.

Step 5: The department head and purchasing agent shall review all bids. A council report shall be submitted with the requested recommended selection.

Step 6: City Council must approve any purchase prior to a purchase order being given and a contract being signed. A Notice of Award can be sent to the winning vendor once Council approves the purchase.

IX: SPECIFICATIONS

DEFINITION:

As used in this policy, "specification" means any description of the physical or functional characteristics, or of the nature of a material, service or construction item. Specification may include a description of any requirement for inspecting, testing, or preparing a material, service, or construction item for delivery.

POLICY:

The using department is responsible for providing specifications to Purchasing. However, Purchasing will work with the using department to finalize specifications in nontechnical solicitations.

Maximum Practicable Competition.

All specifications shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the city's needs and shall not be unduly restrictive.

To the extent practicable and unless otherwise permitted by this policy, all specifications shall describe the city's requirements in a manner that does not unnecessarily exclude a material, service, or construction item.

Proprietary specifications shall not be used unless the Purchasing Agent determines that such specifications are required by demonstrable technological justification and that it is not practicable or advantageous to use a less restrictive specification.

To the extent practicable, the city shall use accepted commercial specifications and shall procure standard commercial materials.

Specifications Prepared by Architects and Engineers.

All specifications, including those prepared by architects, engineers, consultants and others for public contracts, shall seek to promote overall economy for the purposes intended and encourage competition in satisfying this city's needs and shall not be unduly restrictive. No person preparing specifications shall receive any direct or indirect benefit from the utilization of such specifications.

Brand Name or Equal Specification.

A brand name or equal specification may be used when the Purchasing Office determines that use of brand name or equal specifications is advantageous to the city.

Brand Name Specification.

A brand name specification may be prepared and utilized only if the Purchasing Agent makes determination that only the identified brand name item will satisfy the city's needs. This determination shall be accompanied by a memorandum from the using department justifying the brand name specification.

Sole Source Exemption.

Competition shall be deemed impracticable for those goods or services that may be deemed sole source acquisitions, if conditions and circumstances can be proven to justify such action. To be considered a sole source acquisition, a good or service must meet two criteria: it must be the sole (not the best) solution that will produce the desired results; and it must be available from only one source of supply.

A justification statement should be included on the purchase order as to why the item/vendor is the only one that will produce the desired results. Negotiation is expected when procuring sole source items.

X: PRICE QUOTES

PURPOSE:

To clarify what is required for comparable, complete price quotes.

POLICY:

Price quotes obtained for a particular purchase must be for similar items. In addition, they should be in writing.

PROCEDURE:

If a department wishes to have Purchasing obtain price quotes, they should submit a purchase requisition with an estimated dollar amount and a complete description of the goods or services to be purchased. Where possible, the names and fax numbers for three preferred vendors should be provided. After the quotes are obtained by purchasing, the purchase order will be issued. If the price varies substantially from the original estimate, Purchasing will contact the department for further instructions.

If a department wishes to obtain their own quotes, they may do so as long as the quotes are obtained following acceptable procedures. Ideally, a department will complete a Requisition form, filling in only the quantities and description of the goods or services, and the quote issue and due dates. The form and its accompanying terms and conditions page should be faxed to three vendors where practical. By following this procedure, any responses not received by the due date may be counted toward the required number of quotes as a no-quote response. Purchasing will provide a customized Requisition form to any department who requests one.

XI: EXEMPTIONS FROM COMPETITION-EMERGENCY PURCHASES

PURPOSE:

To define an emergency purchase.

APPLICATION:

Goods or services that are not feasible to compete because they are classified as emergency purchases; in an emergency or an apparent emergency endangering the public peace, health, or safety of the city.

POLICY:

Formal competition shall be deemed impracticable for those goods or services for which a public safety or health threat is present if the time is taken to follow the formal solicitation procedure. However, informal competition shall be provided to the extent feasible, taking into consideration the value of the purchase and the circumstances of the emergency. A full report shall be filed by the Department Head with the City Council with a 30-day period after the purchase. (City Code of Ordinance 32.06)

XII: CITYWIDE CONTRACTS- GROUP PURCHASE AGREEMENTS (MIDEAL, etc.)

PURPOSE:

To obtain greater discounts by combining individual purchases

APPLICATION:

All contracts solicited and prepared for citywide usage.

POLICY:

The Purchasing Agent will occasionally solicit citywide annual requirement contracts for utilization by the entire City. The intent is to obtain a greater discount by ensuring the vendor that all City purchases of that commodity will be made off the contract where feasible.

All purchases for goods or services available through citywide annual requirements contracts must be made off that contract.

Examples of such contracts could be, office supplies, janitorial supplies, garbage services, pest control, and cell phones.

Exceptions may be made, where appropriate, with approval from Purchasing. Prime exceptions would include: 1) an immediate need that cannot be met by the contract holder, and 2) an extremely good price in comparison with the contract price, all factors included.

The Purchasing Agent will determine the applicability of utilizing group purchase agreements such as Mi Deal, Buy4Michigan, or similar programs.

XIII: PAYMENT FOR GOODS AND SERVICES

PURPOSE:

To ensure compliance with generally accepted accounting principles (GAAP).

APPLICATION:

All goods and services acquired by or for the city.

POLICY:

All goods and services shall be paid for after the goods are received or the services are performed. Periodic payments may be made if the delivery of goods or services extends over a period exceeding one month. Periodic payments shall not be in excess of the value of the goods received or work performed. Payments for service contracts shall be established using milestones and project percentages, ensuring an amount that is less than the value of services and goods received at the milestone point to ensure project completion. All construction projects which are paid periodically will require a retainage held back when paying for services and goods invoiced to ensure project completion.

All invoices shall be coded with the General Ledger account number and initialed. If the invoice is over \$1500; a purchase order number shall be included.

XIV: DISPOSAL OF SURPLUS

PURPOSE:

To dispose of City surplus in an industry acceptable manner.

APPLICATION:

All surplus goods and scrap that is no longer needed by the city.

POLICY:

All surplus goods and salvage that is no longer of use by the City shall be disposed of following competitive procedures and in accordance with the Fixed Asset policy. If the estimated value exceeds \$2,500; a public auction or formal sealed bid procedure must be utilized. If the value is below \$2,500, the Purchasing Agent shall work with the using department to determine the most appropriate competitive method for disposal. Surplus goods and salvage have a nominal value, and no true market, may be disposed of noncompetitively.

The sale of buildings and land or any property with a warranty deed must have council approval.

CODE OF ORDINANCES
TITLE 3: CHAPTER 32: FINANCE

Section

- 32.01 Definitions
- 32.02 Requisitions and estimates
- 32.03 Formal competitive bid process
- 32.04 Informal competitive quote process
- 32.05 Expenditure of city funds
- 32.06 Emergency purchases
- 32.07 Exceptions to formal competitive bidding and informal competitive quotes
- 32.08 Additional purchases after competitive bidding
- 32.09 Blank orders
- 32.10 Disqualification

Charter reference:

General city finance, see Art. IX Taxation, see Art. VIII

Statutory reference:

Revised Municipal Finance Act, Act 34 of 2001, M.C.L.A. §§ 141.2101

Similar provisions, see M.S.A. §§ 5.3188(1) et seq.

PURCHASING

§ 32.01 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AGENCY. Includes city boards, commissions, committees and authorities.

CONTRACT. Includes, but is not limited to a purchase order for the procurement of supplies and equipment.

FORMAL BID limit. An amount equal to 0.67% of the total local tax revenue of the immediately preceding fiscal year.

PURCHASING AGENT.

(1) The City Manager shall act as purchasing agent of the city, unless he or she shall designate another officer or city employee to act as purchasing agent.

(2) Every purchase order shall be approved by the purchasing agent before being issued.

(3) The purchasing agent may adopt rules regulating requisitions and purchase orders. (Prior Code, § 2-140) (Ord. 98-12, passed 12-21-1998)

Marshall - Administration

§ 32.02 REQUISITIONS AND ESTIMATES.

(A) All agencies and departments of the city shall file with the purchasing agent detailed estimates of their requirements in supplies, materials, equipment and contractual services in such manner, at such times and for such future periods as the City Manager shall prescribe.

(B) The requirement for preparing estimates shall not prohibit any agency or department from filing with the purchasing agent at any time a requisition for any supplies, materials, equipment or contractual services the need for which was not foreseen when the detailed estimates were filed.

(Prior Code, § 2-141) (Ord. 98-12, passed 12-21-1998)

§ 32.03 FORMAL COMPETITIVE BID PROCESS.

Except as exempted in§ 32.07:

(A) All supplies, equipment or contractual services amounting in value to more than the formal bid limit shall be secured by competitive bids and written contract. Notices inviting sealed competitive bids shall be published at least once in a newspaper or journal in the city and at least five days before the final date for submitting of bids. The notices shall state the general description of the article or service to be purchased, where specifications can be obtained and the time and place for the opening of bids. The purchasing agency or department may in addition, solicit sealed bids from prospective suppliers by sending them copies of the bid forms and specifications to acquaint them with the proposed purchase.

(B) All bids shall be submitted to the Clerk-Treasurer. In cases of construction contracts or purchases involving large sums of money. The City Council may require that the successful bidder post a surety bond in the amount that it deems proper. The bids shall be opened publicly by the Clerk-Treasurer or designee at the time and place stated in the public notice. After examination and tabulation by the Clerk-Treasurer. All bids may be inspected by the competing bidders. The City Council may reject any or all bids or the bid for one or more commodities included in the proposed contract, when the public interest will be served thereby, the City Council may authorize the purchase of the commodities in the open market, provided the price paid in the open market shall not exceed any bid price submitted for the same commodity. Otherwise; the contract shall be awarded by the City Council on the basis of the bid most advantageous to the city. The City Council shall take into consideration quality offered with the bid, delivery terms and the service reputation of the vendor in making their award of the contract.

(Prior Code, § 2-142) (Ord. 98-12, passed 12-21-1998)

§ 32.04 INFORMAL COMPETITIVE QUOTE PROCESS.

Except as exempted in§ 32.07:

(A) All purchases of supplies, equipment or contractual services, the estimated cost of which is less than the formal bid limit, may be made in the open market; without newspaper advertisement and without the necessity of observing the procedure prescribed in§ 32.03 for the award of the contracts.

(B) All open market purchases shall, whenever possible, be based on at least three competitive quotes and shall be awarded on the basis of the quote most advantageous to the city. The purchasing agent shall keep a record of all open market orders and the records shall also be open to public inspection.

(Prior Code, § 2-143) (Ord. 98-12, passed 12-21-1998)

§ 32.05 EXPENDITURE OF CITY FUNDS.

Except as exempted in § 32.06, the purchasing agent shall not issue any order for delivery on a contract or any open market order unless and until the Clerk-Treasurer certifies that there is to the credit of each of the agencies or departments concerned a sufficient appropriation balance in excess of all unpaid obligations, to defray the cost of the supplies, equipment or contractual services.

(Prior Code, § 2-144) (Ord. 98-12, passed 12-21-1998)

§ 32.06 EMERGENCY PURCHASES.

In an emergency or an apparent emergency endangering the public peace, health or safety of the city, the designated purchasing agent, the City Manager or any department head may purchase directly any supplies, materials, equipment or services which he or she deems immediately necessary. A full report shall be filed by the City Manager with the City Council within a 30-day period.

(Prior Code, § 2-145) (Ord. 98-12, passed 12-21-1998)

§ 32.07 EXCEPTIONS TO FORMAL COMPETITIVE BIDDING AND INFORMAL COMPETITIVE QUOTES.

Formal competitive bidding and informal competitive quotes shall not be required in the following cases:

(A) Where the subject of the contract is other than a public work or improvement and the product or material contracted for is not competitive in nature or no advantage to the city would result from requiring competitive bidding or informal competitive quotes and the City Council by resolution authorizes execution of the contract without competitive bidding or competitive quotes;

(B) In the employment of professional services including, but not limited to medical, accounting, auditing, data Processing, legal, planning, engineering and architectural and the City Council by resolution authorizes execution of the contract without competitive bidding or competitive quotes;

(C) Where the scope of the work is not definitive and as a result a request for proposal is difficult to prepare and/or the cost of preparing the request for proposal is expected to exceed the cost of the contract and the City Council, by resolution, authorizes execution of the contract without competitive bidding or competitive quotes;

(D) For purchases from or joint purchases with another unit of government;

(E) When the city elects to perform the work using city employees; and

(F) For purchases of supplies, equipment or contractual services, the estimated cost of which is less than 10% of the formal bid limit.

(Prior Code, § 2-146) (Ord. 98-12, passed 12-21-1998)

§ 32.08 ADDITIONAL PURCHASES AFTER COMPETITIVE BIDDING.

The purchasing agent may make additional purchases of supplies, materials, equipment or services from a successful bidder, provided that:

(A) Amounts of additional purchase are at the same cost or less per quantity as originally bid by the vendor;

(B) Amounts of additional purchase do not exceed the cost of the original purchase;

(C) The purchase occurs not more than 12 months after the date of the original purchase; and

(D) The purchasing agent is reasonably certain that the same supply, material, equipment or service is not available at a lesser cost from any source.

(Prior Code, § 2-147) (Ord. 98-12, passed 12-21-1998)

§ 32.09 BLANKET ORDERS.

Periodic purchases from a single vendor as set forth in a single purchase order for reasons of time savings, availability and competitive pricing may be made using a blanket order. The competitive pricing of the goods or services shall be reviewed no less frequently than every 24 months.

(Prior Code, § 2-148) (Ord. 98-12, passed 12-21-1998)

§ 32.10 DISQUALIFICATION.

No bid shall be accepted from or contract awarded to a bidder who is in arrears to the city, who is in default on any contract with or payment due to the city or who has previously demonstrated bad faith in dealings with the city.

(Prior Code, § 2-149) (Ord. 98-12, passed 12-21-1998)

CITY CHARTER SECTION 10.02, PURCHASING AND CONTRACTUAL PROCEDURE

Before making any purchase or contract for supplies, materials, equipment or contractual services involving more than two-thirds (2/3) of one percent (1%) of the total local tax revenue of the immediately preceding fiscal year, opportunity shall be given for competitive bids, under such rules and regulations as the council may, by ordinance, prescribe. The council shall initiate the announcement of competitive bids by public notice allowing sufficient time for the bidder to research and submit a responsible bid. All such proposed expenditures shall be made by written contract. Such contract when in the best interest of the city shall be awarded to the lowest responsible bidder provided, however, that the council shall have the power to reject all bids and advertise again. The council shall provide, by ordinance, for the ordinary purchasing procedure to be followed in purchasing city supplies.

NATIONAL INSTITUTE OF GOVERNMENT PURCHASING, INC. (NIGP)
CODE OF ETHICS

The Institute believes, and it is a condition of membership, that the following ethical principles should govern the conduct of every person employed by any public sector procurement or materials management organization.

1. Seeks or accepts a position as head or employee only when fully in accord with the professional principles applicable thereto, and when confident of possessing the qualifications to serve under those principles to the advantage of the employing organization.
2. Believes in the dignity and worth of the services rendered by the organization and the social responsibilities assumed as a trusted public servant.
3. Is governed by the highest ideals of honor and integrity in all public and personal relationships, in order to merit the respect and inspire the confidence of the organization and the public being served.
4. Believes that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.
5. Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved.
6. Believes that members of the Institute and its staff should at no time or under any circumstances, accept directly or indirectly, gifts, gratuities or other things of value from suppliers.
7. Keeps the governmental organization informed, through appropriate channels, of problems and progress of applicable operations, but personally remains in the background by emphasizing the importance of the facts.
8. Resists encroachment on control of personnel in order to preserve integrity as a professional manager. Handles all personnel matters on a merit basis. Political, religious, racial, gender and age considerations carry no weight in personnel administration in the agency being directed or served.
9. Seeks or dispenses no personal favors. Handles each administrative problem objectively and empathically on the basis of principles and justice without discrimination.
10. Subscribes to and supports the professional aims and objectives of the National Institute of Governmental Purchasing, Inc.



COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION

**SUBMISSION DEADLINE IS AT 11:59:59 PM EST 120 DAYS AFTER
THE DESIGNATION MEMO IS FULLY EXECUTED.**

Applicants must complete the CDBG Application and the appropriate activity specific supplements in their entirety and submit them with the required attachments.

Please review the application to ensure that all fields of information, checkboxes and additional documents requested are addressed prior to submission. When answering the questions, please label all subfactors within the narrative, i.e., a), b), c), d).

The **identified contacts must be employees of the applicant** (UGLG or Land Bank). Consultants or contractors may neither serve as contacts nor submit the application on the applicant's behalf.

A	APPLICANT INFORMATION	
1	APPLICANT NAME	City of Marshall
2	ADDRESS, CITY, STATE, ZIP	323 W Michigan Avenue
3	FEDERAL ID #	38-6000-134
4	UNIQUE ENTITY IDENTIFIER (UEI) #	5175250760
5	MSHDA ORG #	
6	FISCAL YEAR END (mm/dd)	06/27
7	UGLG TYPE/APPLICANT TYPE	☒ Unit of Government ☐ Land Bank
8	UGLG APPLICANT CONTACT NAME	Marcia Strange
9	APPLICANT CONTACT TITLE	Director of Community Development
10	APPLICANT CONTACT EMAIL	mstrange@cityofmarshall.com
11	APPLICANT CONTACT PHONE	269-558-0354
12	SECONDARY CONTACT NAME (OPTIONAL)	Derek Perry
13	SECONDARY CONTACT TITLE (OPTIONAL)	City Manager
14	SECONDARY CONTACT EMAIL (OPTIONAL)	dperry@cityofmarshall.com
15	SECONDARY CONTACT PHONE (OPTIONAL)	269-781-5183

B	REGIONAL HOUSING
1	Check the Housing Partnership Region your project is located in: ☐ A. Western Upper Peninsula - Baraga, Gogebic, Houghton, Iron, Keweenaw, Ontonagon ☐ B. Central Upper Peninsula - Alger, Delta, Dickinson, Marquette, Menominee, Schoolcraft ☐ C. Eastern Upper Peninsula - Chippewa, Luce, Mackinaw ☐ D. Northwest - Antrim, Benzie, Charlevoix, Emmet, Grand Traverse, Kalkaska, Leelanau, Manistee, Missaukee, Wexford ☐ E. Northeast - Alcona, Alpena, Cheboygan, Crawford, Iosco, Montmorency, Ogemaw, Oscoda, Otsego, Presque Isle, Roscommon

	☐ F. West Michigan - Allegan, Barry, Ionia, Kent, Lake, Mason, Mecosta, Montcalm, Newaygo, Muskegon, Oceana, Osceola, Ottawa ☐ G. East Central Michigan - Arenac, Bay, Clare, Gladwin, Gratiot, Isabella, Midland, Saginaw ☐ H. East Michigan - Genesee, Huron, Lapeer, Sanilac, Shiawassee, St. Clair, Tuscola ☐ I. South Central - Clinton, Eaton, Ingham ☒ J. Southwest - Berrien, Branch, Calhoun, Cass, Kalamazoo, St. Joseph, Van Buren ☐ K. Southeast - Hillsdale, Jackson, Lenawee, Livingston, Monroe, Washtenaw
2	Within which County is the project located? Calhoun
3	How does your project fit with the Regional Housing Plan goals? Indicate the Goal number (Regional Housing Plans can be accessed on the MSHDA website: Statewide Housing Plan.) <i>Please navigate to the appropriate Regional Housing Plan under "RHP Documents" for specific goals identified by the local region in which the applicant is located.</i> By providing funds to low and moderate income homeowners The range of opportunities for this grant in our community focus on building envelope work (roofs, siding repairs), safety at entrances (stairs, porches), and equipment upgrades (furnaces, AC units, electrical panels). All tying directly to the following goals: Statewide housing plan Goal 5.1: Equitably expand the supply of affordable and accessible rental units statewide for older adults. Strategy 5.1.A: Review and modify housing programs to remove barriers to expanding and improving older adult housing. State housing plan Goal 5.2: Promote the ability of older adults to age in a place of their choice. Strategy 5.2.B: Expand funding opportunities that would allow older adult homeowners and landlords to make modifications to units to support aging in place, accessibility, and visitability. Our Region J Goal 5.2 is to promote the ability of older adults to age in a place of their choice. Our goals for this project directly align with increasing access to homes, weatherization and barrier-free services. Rehabilitation and Preservation Statewide housing plan and Our Region J Goal 4.4: Increase the rehabilitation and/or preservation of housing stock. Strategy 4.4.A: Increase the amount of funding devoted to rehabilitation and preservation in the state. Supporting home ownership and rehabilitation of homes in need of repair will help keep those homes safe from blight and degradation. Current owners will not be forced to leave a home in search of different affordable housing when the current house falls further into a state of disrepair. This also ties directly to our City of Marshall Master Plan Goals. Statewide housing plan and Region J Goal 4.5: Increase environmental sustainability, energy efficiency, and weatherization in housing rehabilitation and/or preservation. Strategy 4.5.B: Foster better alignment between energy efficiency and weatherization programs, including emergency and critical repair. Building envelope maintenance, even on structures that may not meet current energy code requirements is a valuable first step to reducing energy costs. New Mechanical or Electrical equipment will be required to meet Energy Star ratings.

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C	COMMUNITY DEVELOPMENT NARRATIVE Title I of the Federal Housing and Community Development Act of 1974, as amended, the applicant applying for funds to provide a brief narrative on how the proposed project aligns with or impacts their locally adopted plans. To satisfy this requirement, the applicant must complete the questions in this section. Applicants may reference a locally adopted plan, such as a Master Plan or Community Improvement Plan; however, all questions must be answered. If the applicant's locally adopted plan(s) do not specifically address the questions provided, supplemental information should be included to demonstrate how the proposed project fulfills the objectives of an existing plan.
1	Community Development and Housing Needs Assessment Provide an assessment of the community development and housing needs within the applicant's jurisdiction, including the specific needs of low- and moderate-income residents. The assessment must address both community development and housing needs, regardless of the funding category under which assistance is being requested. Plante Moran completed a housing study (attached) and Page 5 might be helpful because it gives the two scenarios of the 1,700 Blue Oval new jobs and the ramped up 2,200 new jobs which they have indicated is still possible as well as the indirect jobs created. It also shows potential housing by income bracket. Pages 69 – 71 discuss jobs and indirect jobs and based on case studies shows housing demand within a certain radius of the new Blue Oval plant. The Master Plan (Draft that was approved with amendments at the 9/15/25 City Council meeting) also identifies housing as a primary need and item of concern for residents.
2	Planned Short-Term Activities (1–2 Years) Summarize planned short-term activities (lasting one to two years) that will address the identified community development and housing needs within the applicant's jurisdiction. Activities should tie in with the proposed activities and address eligible CDBG activities. There are two active Neighborhood Improvement Authorities (TIFA) to support housing development. There is a subsequent phase for each of these areas that will extend development in those locations for the next 2-3 years. Infill construction is ongoing throughout town. Maintaining existing housing stock ties directly into making other development economically feasible.
3	Planned Long-Term Activities (2+ Years) Provide a summary of planned long-term activities (lasting two years or more) designed to address the identified community development and housing needs within the applicant's jurisdiction. Activities should tie in with the proposed activities and address eligible CDBG activities. Larger scale housing development has been identified and the City is working to partner for some Public/Private amenities. That development will be constructed in phases over the next 10 years, having a significant impact (900 units) for housing in our community. We would love to continue to provide grant opportunities to our existing homeowners so the existing housing stock continues to be maintained. Some homeowners are unable to take advantage of the first grant offering, but continuing to provide this opportunity could have a very large impact on our residents and existing housing stock.

4	Impact of the Proposed CDBG Activities Based on the identified needs, describe the anticipated impact of the proposed CDBG activities. Explain how activities complement the short-term and long-term activities outlined in the previous sections and contribute to the overall development goals of the applicant. This CDBG focus will help support current residents stay in their homes. Revitalizing neighborhoods can begin with one resident having the capacity to restore their porch to allow better access that was otherwise an eyesore. A leaking roof can destroy a house very quickly. We tout our homes in Marshall as valued assets and yet many of these residents do not have the resources necessary for these projects that maintain their structural integrity. By providing this grant opportunity it allows residents to maintain these homes – assets to the entire community – and keep the homes as active residences which helps – instead of adding to – our housing problem.
5	Plan for Minimizing and Addressing Displacement Describe the strategy for minimizing displacement caused by grant-assisted activities and the approach for assisting individuals who are actually displaced. Reference your locally adopted Residential Anti-Displacement Plan as applicable or develop a new Plan. Some proposed activities and/or identified locations may minimize the potential for displacement. This may be noted. In addition, please provide a contingency plan should an activity trigger a temporary relocation. <i>If displacement occurs, the applicant will comply with URA and Section 104(d) requirements.</i> We do not anticipate the project types listed as applicable should displace a resident. However, if something happens during construction that would not allow the occupant to remain, there are resources to help cover hotel or short term rental costs.

D	PROJECT MANAGEMENT OVERVIEW
1	Activity Type(s): Check all that apply ☒ Homeowner Rehabilitation ☐ Housing Infrastructure ☐ Manufactured Housing ☐ Reconstruction ☐ Unoccupied Rental Rehabilitation A corresponding Application Supplement must be attached for each selected activity, detailing specific implementation strategies.
2	Administrative Services - Please note, as the Grantee, the applicant will be responsible for grant oversight,. Select one: ☒ Applicant Staff Only will administer the program. ☐ Applicant Staff + Third-Party Administrator (TPA) will administer the program with applicant oversight. <i>If using a TPA, select how they will be paid:</i> ☐ TPA Paid with CDBG Funds – You must follow federal procurement regulations. Do not sign a contract or incur costs until you receive written approval from MSHDA. ☐ TPA Paid with Non-CDBG Funds - If known, list the name of the third party: _____

3	Procurement of Third-party Administrator (TPA) Select one: ☐ Applicable ☒ Not Applicable If applicable, explain the process to be used for procuring the third-party administrator.
4	Activity Oversight & Administration Describe how the applicant will provide oversight across all selected activities, ensuring compliance with program requirements. Use Form 13-A "Grant Management Plan" from Chapter 13 of the MSHDA CDBG Policy Manual as a guide to inform the requested narrative. Please address the following items in the narrative in the response box directly below. Include: a) The structure for managing program administration and oversight. b) Roles and responsibilities of staff, contractors, or agencies in ensuring successful implementation. c) How the applicant will manage key regulatory requirements including Environmental Review. d) Strategies for monitoring activities and addressing compliance issues. The Building, Planning and Zoning staff will intake applications and, based on project scope, provide guidance on documentation of scope, environmental assessment, bidding, contractor selection and navigating the building plan review and inspection process. A list of qualified contractors will be made available along with some basic specifications for help with scope definition. Each project will be tracked internally with responsibility shared initially by Planning and Zoning Staff, and eventually Building Department Staff. Of tasks on the 13A list, 1-4, Planning and Zoning Admin, 10-11 Planning and Zoning and Finance, 5 NA/Planning and Zoning, 6-7 Grantee and Contractor, 8-9 Planning and Zoning, 12-14 Planning and Zoning, 15 NA, 16-17 Grantee with support from Planning and Zoning, 18 Building Dept./Planning and Zoning, 19 Contractor, 20-21 Planning and Zoning, 22 Building Department Staff, 23-25 NA, 26. Planning and Zoning, 27 Grantee and Planning and Zoning Pay applications can be submitted upon initial Rough inspection or later for 50% of work (including environmental assessment and building permit costs) and at 100% completion upon review of final payment application from contractor. Grantee has experience with RAP grant documentation and management.

E BUDGET – Reflect costs to be incurred after application submission only. <i>Please Total each column as applicable and carry numbers from each row in the Total Proposed Budget column.</i>					
ACTIVITY	TOTAL # OF UNITS	CDBG FUNDS	LEVERAGE/MATCH FUNDS		TOTAL PROPOSED BUDGET
			APPLICANT	OTHER SOURCES	
Homeowner Rehab	17	\$ 400000	\$	\$	\$ 400000
Infrastructure (Housing)					
Reconstruction					
Unoccupied Rental Rehab					
Manufactured Housing					
Administration		72000			72000
TOTAL		\$ 472000	\$	\$	\$ 472000

F	CAPACITY AND IMPLEMENTATION
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1	Organization and Staff Capacity Describe the organizational capacity, staff composition, and grants management experience of the applicant and, if applicable, its third-party administrator. Please attach resumes and/or job descriptions for identified applicant staff working with this grant. Description: The City is hiring another staff member that will support grant management and administration. Current Planning and Zoning Staff (Director of Community Development) has experience with RAP grant administration.
2	Grant History List all housing and community development grant awards received by the applicant and/or its third-party administrator in the past five years, including all State awarded grants. Provide the status of each, such as: a) Application Pending (include prospective CDBG applications) b) Approved c) Currently Administering d) Completed Successfully e) Please identify any of the listed grants that have been monitored and if there were “no Findings”. For monitored grants with Findings, please provide a summary. Application Pending: Current CBDG Application RAP 1.0 Activation Zone - Monitoring, final submittals in works RAP 2.0 Pickleball Courts and Splashpad - Approved, under construction Schulers CDBG Revitalization (Fuduciary only) Cahill CDBG Revitalization (Feduciary only)
3	Implementation Strategy Describe what makes the applicant uniquely positioned for successful implementation of the selected programs. Explain the planned approach to execution. Please include key milestones or steps to ensure successful grant implementation. By keeping projects small and limiting scope to items our staff is comfortable with, but have a big impact for the Owner and (roofs, exterior stairs and porches) visibly reduce blight in our community. Preparing basic specification sheets for reference will help staff quickly provide information based on scope presented. The Director of Community Development is a Registered Architect able to help applicants define their scope for equitable bidding.
4	Check each item and certify below that the Applicant: ☒ (a) Understands that all activities undertaken must meet the Federal/state/local code, whichever is stricter. ☒ (b) Understands that required zoning must be approved for Manufactured Housing, Infrastructure (Housing), Reconstruction, and Unoccupied Rental Rehabilitation activities, and specific sites/addresses must be pre-identified prior to the applicant’s application submission. No specific sites/addresses need to be pre-identified prior to the applicant’s submission for Homeowner Rehabilitation activities. ☒ (c) Understands that all activities must be completed, invoiced and all expenditures completed and processed with the MSHDA grants management system by the end of the Grant term. Invoices must be submitted at least quarterly.

	☒ (d) Understands that this CDBG funding is not replacement funding; and can only serve as a matching resource for another state and/or federal Program with MSHDA pre-approval. ☒ (e) Understands that MSHDA reserves the right to reject any and all submissions, or parts thereof, or to waive any informality or defect in any submission if it is in the best interest of MSHDA and the State of Michigan. All submissions shall become the property of MSHDA. All submissions are considered public information and are subject to discovery under the Freedom of Information Act (FOIA). This submission is not a binding agreement and the notice of selection under this Notification does not guarantee project funding. No project expenses may be incurred, nor contracts signed, for any work that will occur after the application is submitted, unless MSHDA provides formal written authorization.. Failure to obtain this approval may jeopardize grant funding. ☒ (f) Understands that the applicant is required to be in compliance and good standing with MSHDA and all other State and Federal Agencies. ☒ (g) Agrees to adhere to federal, state and local rules and regulations including, but not limited to, HUD, CDBG, MSHDA, MI Neighborhood, CHILL and CDBG Policy Manual, program rules, regulations, regulations, policies, procedures, Grant Agreement, reporting requirements, and the completion of closeout public hearing, monitoring, and grant closeout.
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G	COMPLIANCE REQUIREMENTS The following MSHDA CDBG Program Compliance Documents are required to be submitted with the CDBG Application or prior to receiving a Grant Agreement as indicated. Refer to the CDBG Policy Manual for details.
MUST BE SUBMITTED WITH APPLICATION	
1	Choose one: ☐ Proof of funding attached for total project costs, including all leverage/match funds. OR ☒ Proof of funding is not applicable. No leverage/match funds.
2	☒ Public Hearing Documentation Purpose: To ensure public awareness and input regarding proposed CDBG-funded activities. Submission Requirements: - Public Hearing Publication Affidavit and Public Hearing Meeting Minutes must be provided. - Notice must be published in a local or applicable newspaper at least five calendar days before the hearing. The first day counted is the day after publication. Example: - The applicant publishes the notice in the paper on 11/10/2026. - Count 5 days, starting 11/11/2026 + 5 Days = 11/15/2026 Public Hearing Notice Must Include: - Total available funding for the proposed project. - Eligible activities and the estimated amount allocated to low- and moderate-income (LMI) households.

	• 100% will be occupied by low- or moderate-income households [for projects that include Homeowner Rehabilitation, Reconstruction, and Manufactured Housing activities] AND/OR • 51% or more will be occupied by low- or moderate- income households [for projects that include Housing Infrastructure and Unoccupied Rental Rehabilitation activities] c) Plans to minimize displacement and provide benefits to displaced persons, if applicable. At minimum as appropriate the applicant may state “zero persons are anticipated to be displaced by the proposed CDBG activities”. d) Information on the applicant’s performance in prior CDBG programs. If the applicant has not implemented CDBG programs, please indicate that no prior performance is available as the applicant has not administered CDBG grants to date. If the applicant has previously received CDBG funds, indicate performance. Refer to MSHDA CDBG Policy Manual Chapter 3 – Notice of Public Hearing (Sample 3-A). Proof of Public Notice: Applicants must submit an affidavit of publication or a complete copy of the full newspaper page showing the publication date and notice details. Public Hearing Purpose: - Inform citizens of project objectives, activities, locations, and funding allocation. - Provide the opportunity for public review and comments on the application. - Include the anticipated application submission date and details on where and when the application can be reviewed. ☒ Public Meeting Minutes– Guidance and Submission Timeline: Draft meeting minutes may be submitted with the application. Minutes should clearly document a public comment period, presentation of the proposed CDBG activities and pursuit of grant, a motion to approve, and record the final voting tally on the proposal. Once approved, public hearing minutes must be submitted to MSHDA before grant award. Approved public hearing meeting minutes will contain a signature approving the document, typically by the Clerk and/or another authorized official, along with the date they were approved.
3	☒ CDBG Authorizing Resolution Purpose: To designate the authorized official responsible for the CDBG application, grant administration, and NEPA Environmental Review Certifying Officer. The authorized official should be an identified individual or position within the applicant’s organization, and not a TPA. Submission Requirements: • Authorizing Resolution (Form 2-A from Chapter 2 of the MSHDA CDBG Policy Manual) must be submitted with the application. • The highest elected official is responsible for signing grant documents unless delegated through the resolution. Instructions:

	Grantees are required to submit an Authorizing Resolution (2-A) designating their authorized official. By default, the highest elected official assumes responsibility of the grant application process, in addition to signing the grant agreement, oversight of grant activities, and signing of grant documents, pay requests, etc. However, these responsibilities may be delegated to another official (elected or hired) through the use of the Authorizing Resolution. The Authorizing Resolution should be completed prior to submitting the application or signing grant related documents and is often in tandem with the public hearing for the overview of the proposed project. At time of passing the Authorizing Resolution, the applicant may also designate the Certifying Officer for the NEPA Environmental Review. Please review instructions in the Environmental Review chapter. An adopted CDBG Authorizing Resolution will, at a minimum, contain the following: 1. Identification of the proposed project. 2. Identification of the funding request and the commitment of the Applicant's matching funds. 3. Statement that the proposed project is consistent with the Applicant's community development plan as described in the Application. 4. Statement that all activities will be taken for the purpose of providing and/or improving permanent residential structures, which upon completion: a. 100% will be occupied by low- or moderate-income households [for projects that include Homeowner Rehabilitation, Reconstruction, and Manufactured Housing activities] AND/OR b. 51% or more will be occupied by low- or moderate- income households [for projects that include Housing Infrastructure and Unoccupied Rental Rehabilitation activities] 5. Statement that no project costs (CDBG and non-CDBG) will be incurred prior to a formal grant award, completion of the environmental review procedures and formal, written authorization to incur costs has been provided by MSHDA. 6. Local authorization to submit the Michigan CDBG Application. 7. Identification, by title, of the applicant's authorized person to sign the Application and all attachments. 8. Identification, by title, of the applicant's authorized person to sign the Grant Agreement and all amendments. 9. Identification, by title, of the applicant's authorized person to sign Payment Requests. 10. Identification, by title, of the applicant's authorized person as the National Environmental Policy Act (NEPA) Environmental Review Certifying Officer. An Authorizing Resolution template is available in the CDBG Policy Manual Chapter 2 – Application and Award Process (2-A Authorizing Resolution).
4	☒ Copy of the applicant's Procurement Policy. The Procurement Policy must meet be compliant with 2 CFR Part 200 standards (see Procurement Policy section of the CDBG Policy Manual, Chapter 11 – Procurement). Please note that the applicant may have a separate policy for CDBG programs adopted for compliance with CDBG program requirements
NOTE: THE FOLLOWING ITEMS ARE SUBMITTED AFTER APPLICATION APPROVAL	
MUST BE SUBMITTED PRIOR TO GRANT AGREEMENT EXECUTION	
5	Annual Profile Review. IGX Grant Management System instructions will be provided upon award. Complete and return 2-E Authorized Signature Designation Review CDBG Policy Manual Chapter 2 – Application and Award Process

MUST BE SUBMITTED PRIOR TO INCURRING ANY PROJECT COSTS (CDBG or non-CDBG)	
6	NEPA Environmental Review. Review CDBG Policy Manual Chapter 7 – Environmental Review
MUST BE SUBMITTED WITHIN 60 DAYS OF GRANT AGREEMENT EXECUTION	
7	Local Program Guidelines. Complete the Program Guidelines TEMPLATE Review CDBG Policy Manual Chapter 2 – Application and Award Process (2-C Program Guidelines)

H	CERTIFICATION BY THE APPLICANT ☒ I have read and certify Section H below.
	The applicant states that the person identified in the Authorizing Resolution certifies the following: 1. Possesses legal authority to submit a grant application. 2. Shall comply with 570.486(a) Citizen Participation Requirements of a Unit of General Local Government, including: a. Provide for and encourage citizen participation, particularly by low- and moderate-income persons who reside in slum or blighted areas and areas in which CDBG funds are proposed to be used; b. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to the unit of local government's proposed and actual use of CDBG funds; c. Furnish citizens information, including but not limited to: i. The amount of CDBG funds expected to be made available for the current fiscal year (including the grant and anticipated program income). ii. The range of activities that may be undertaken with the CDBG funds. iii. The estimated amount of the CDBG funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons; and iv. The proposed CDBG activities likely to result in displacement and the unit of general local government's anti-displacement and relocation plans required under §570.488. d. Provide technical assistance to groups representative of persons of low and moderate income that request assistance in developing proposals in accordance with the procedures developed by the state. Such assistance need not include providing funds to such groups. e. Provide for a minimum of two public hearings, each at a different stage of the program, for the purpose of obtaining citizens' views and responding to proposals and questions. Together the hearings must cover community development and housing needs, development of proposed activities and a review of program performance. The public hearings to cover community development and housing needs must be held before submission of an application to the state. There must be reasonable notice of the hearings, and they must be held at times and locations convenient to potential or actual beneficiaries, with accommodations for the handicapped. Public hearings shall be conducted in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can reasonably be expected to participate.

	f. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the state and, for grants already made, activities which are proposed to be added, deleted or substantially changed from the unit of general local government's application to the state. Substantially changed means changes made in terms of purpose, scope, location or beneficiaries as defined by criteria established by the state. g. Provide citizens with the address, phone number, and times for submitting complaints and grievances, and provide timely written answers to written complaints and grievances, within 15 working days where practicable. 3. Has in a timely manner: a. Furnished its citizens information concerning the amount of funds available and being applied for, and the proposed community development and housing activities to be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income and the plans for minimizing displacement of persons due to proposed activities and for assisting persons displaced. b. Published public notice in such manner to afford citizens an opportunity to examine and submit comments on the proposed application and community development and housing activities. c. Held one or more public hearings to obtain the views of citizens on the proposed application and community development and housing needs; and d. Make the proposed application available to the public. 4. Will conduct and administer the grant in conformity with Public Law 88-352 and Public Law 90-284 and will affirmatively further fair housing. 5. Has developed the proposed application so as to give maximum feasible priority to activities which will benefit low- and moderate-income families or aid to the prevention or elimination of slum or blight; or to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to health or welfare of the community where other financial resources are not available to meet such needs. 6. Has developed a community development plan or community development narrative that identifies community development and housing needs and specifies both short- and long-term community development objectives that have been developed in accordance with the primary objective and requirements of the Title I Housing and Community Development Act of 1974, as amended; 7. Will not attempt to recover any capital costs of public improvements assisted in whole or in part with Title I funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (A) Title I funds are used to pay the proportion of such fee or assessment that related to capital costs of such public improvement that are financed from revenue sources other than Title I funds; or (B) for purposes of assessing any amounts against properties owned and occupied by persons of low and moderate income who are not persons of very low income, and (name of local unit) certifies that it lacks sufficient Title I funds to comply with the requirements of clause (A); 8. Will adopt a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing
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	applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdictions. 9. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant or cooperative agreement; 10. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; 11. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. 12. Will comply with other provisions of Title I of the Housing and Community Development Act of 1987, as amended, and with other applicable laws.
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I	STATEMENT OF ASSURANCES ☒ I have read Section I and assure the following:
	The applicant states that the person identified in the Authorizing Resolution assures the following: 1. Compliance with financial management and audit requirements in 2 CFR Part 200; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule. 2. Compliance with Civil Rights and Equal Opportunity statutes as set forth in Title I of the Civil Rights Act of 1964 (Public Law 88-352), Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), the Michigan Civil Rights Act 453 of 1976, the Michigan Fair Employment Practices Act (MCL 423, 301-423, 311), related statutes and implementing rules and regulations. 3. Compliance with Labor Standards statutes as set forth in the Davis-Bacon Fair Labor Standards Act (40 U.S.C. 276a-276a-5), related statutes and implementing rules and regulations. 4. Compliance with Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4831). 5. Compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) and implementing regulations. 6. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended, and implementing rules and regulations 24 CFR Part 8. 7. Compliance with the Citizen Participation Plan (24 CFR Part 570.486 (A)) and implementing regulations. 8. Authorized state officials and representatives will have access to all books, accounts, records, reports, files, and other papers, things, or property pertaining to the project to make audits, examinations, excerpts, and transcripts; each contract or subcontract also shall provide for such success to relevant data and records pertaining to the development and implementation of the project. Units of local

	government will provide reasonable access to records regarding the past use of CDBG funds consistent with State or local requirements concerning the privacy of personal records. States and units of local government will retain records for the greater of three years from closeout of the grant to the state, or the period required by other application laws and regulations. 9. The applicant agrees to assume all the responsibilities for environmental review, decision making, and action as specified and required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321) and Section 104 (f) of Title I of the Housing and Community Development Act and implementing regulations 24 CFR Part 58.
--	--

J	CHOICE LIMITING ACTION ACKNOWLEDGEMENT ☒ I acknowledge that engaging in choice-limiting activities prior to submitting the Request for Release of Funds (RROF) and Certification and receiving authorization, may jeopardize this project's eligibility for funding. Such actions may result in disqualification from CDBG funding and/or require repayment of CDBG funds already expended.
	In accordance with 24 CFR Part 58, neither the recipient nor any participant in the project—including public or private nonprofit organizations, for-profit entities, or their contractors—may commit or expend federal or non-federal project funds prior to approval of the Environmental Review Request for Release of Funds (RROF) and Certification, and subsequent authorization from MSHDA, unless explicitly allowed under 24 CFR Part 58. Examples of prohibited choice-limiting actions include, but are not limited to: • Acquisition of land or property • Demolition activities • Closing on loans • Signing contracts • Beginning construction or rehabilitation work

K	CERTIFICATION BY AUTHORIZED SIGNATORY The individual signing below is either the highest elected official or has been duly authorized through an Authorized Resolution. By signing, they certify that: 1. All required fields in this application have been completed and reviewed. 2. The Certifications and Assurances included herein have been reviewed and acknowledged. 3. No project costs (CDBG and non-CDBG) will be incurred prior to a formal grant award, and written authorization to incur costs has been provided by MSHDA. 4. To the best of their knowledge, the information provided in this application is accurate and current. 5. The applicant agrees to comply with all applicable HUD, CDBG, and MSHDA rules, regulations, policies, procedures, and reporting requirements. 6. All entities involved in the implementation of the proposed project will also comply with these rules and regulations throughout the grant administration process. The information below, including signature, must be completely filled out with this submission.
----------	---

	SIGNATURE	
1	NAME	Derek Perry
2	TITLE	City Manager
3	PHONE	269-558-0315
4	EMAIL	dperry@cityofmarshall.com
5	DATE	7/6/2026



MI Neighborhood CDBG Funding Designation Memorandum

Applicant Name: City of Marshall

Application Identifier: Marshall-LOI4-03-03-26

Total CDBG Award Amount: \$ 472,000

Funds Source(s): CDBG

Total Leveraged Funds Commitment: \$ 0

Leveraged Funds Source(s): N/A

Total Project Funds (CDBG+Leverage): \$ 472,000

CDBG FUNDING DESIGNATED: Enter information for all that apply:

A. Reconstruction \$ 0.00

OF TOTAL UNITS BEING CONSTRUCTED: _____ # OF TOTAL UNITS MSHDA FUNDED: _____

For-Sale Homebuyer Units: _____ # Tenant Rental Units: _____ # VISITABLE: _____

Project Description:

B. Homeowner Rehabilitation \$ 400,000

OF TOTAL UNITS BEING REHABBED: 17 # OF TOTAL UNITS MSHDA FUNDED: 17

Owner Occupied Units: 17 # Tenant Rental Units: 0 # VISITABLE: N/A

Project Description:

The CDBG Homeowner Rehabilitation Program aims to improve quality of life for local residents by funding essential home repairs for properties occupied by households earning at or below 80% of the area median income. All repairs must be eligible under CDBG guidelines as defined in the MSHDA CDBG Policy Manual, comply with local building codes, and meet MSHDA Housing Rehabilitation Standards.

C. Unoccupied Rental Rehabilitation \$ 0.00

OF TOTAL UNITS BEING REHABBED: _____ # OF TOTAL UNITS MSHDA FUNDED: _____

OF LMI UNITS SERVED: _____ # Owner Occupied Units: _____ # Tenant Rental Units: _____

Project Description:

D. Infrastructure (Housing) \$ 0.00

OF TOTAL UNITS SERVED/DEVELOPED: _____ # OF LMI UNITS SERVED/DEVELOPED: _____

Project Description:

E. Manufactured Housing \$ 0.00

OF TOTAL UNITS BEING PURCHASED: _____ # OF TOTAL UNITS MSHDA FUNDED: _____

Project Description:

TOTAL MSHDA ADMINISTRATION FUNDING DESIGNATION: \$ 72,000

MSHDA Administration funding request maximum amount cannot exceed 18% (except for Manufactured Housing capped at 5%) of the MSHDA Component Funding requested amount. All administration is reimbursed based on documented and itemized program planning and administration costs.

1. All MI Neighborhood assisted activities must occur within the approved site boundaries and all assisted units must assist program income qualified households at or below 80% Area Median Income. In addition, all CDBG assisted rental units must follow rent limit restrictions for the county being served, and at least 51% of residential units in the assisted building(s) must be rented to low- or moderate-income households. Income and rent limits are posted on our website for reference.

2. Regional Areas Served (refer to map):

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

3. List boundaries within above selected region(s) that will be served, as appropriate:

City of Marshall

4. Regional Areas are ☒ rural ☐ urban

5. Counties Served:

Calhoun County

6. CDBG Funding Source Contingencies:

No other MSHDA NDD sources of funding in the City of Marshall for Homeowner Rehab services.

This Designation Memo establishes the designation of Community Development Block Grant (CDBG) funds for the applicant. The purpose of this designation is to provide the unit of general local government (UGLG) with an opportunity to complete and submit a full CDBG application by August 21, 2026.

This designation is contingent upon the following conditions:

- 1. Availability of funds from the U.S. Department of Housing and Urban Development (HUD).
- 2. Completion of any applicable additional action items outlined in section #6 above.
- 3. Submission and approval of the CDBG application.
- 4. Fulfillment of the required public engagement process.
- 5. Passage of a resolution by the local government’s legislative body authorizing the application submission to MSHDA.

Important Compliance Notice: No choice-limiting actions or activities may be undertaken during this designation period. Funding is not officially awarded until a grant agreement has been fully executed. Additionally, no costs may be incurred prior to receiving written authorization and an environmental release from MSHDA.

If the CDBG application is not submitted to **MSHDA-CDBG@michigan.gov** by August 21, 2026, this Designation Memo will be rescinded.

***Acceptance of Designation:** As a designated MSHDA MI Neighborhood Program CDBG applicant, my organization acknowledges this funding designation and agrees to complete the full application process and all required steps by August 21, 2026.*

DEREK N. PERRY

Applicant Authorized Signer – Printed Name



Applicant Authorized Signer – Signature

4/29/2024

Date

Tonya Joy

MSHDA – Printed Name

MSHDA – Signature

Date



FEBRUARY 2025

Residential Market Report

Presented to: The City of Marshall & the Michigan Economic Development Corporation

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1 Site and Market Conditions

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Senior Housing Demand

3 Housing Strategy



Engagement Overview

The goal of this engagement is to help stakeholders understand current housing conditions, identify potential new demand, including the impact of the BlueOval Battery Park, and effectively plan to facilitate the development of new housing that will meet potential demand. The analyses and strategies presented in this report seek to answer five key questions:

- 1. Who makes up the existing residential community in Marshall and what are the likely housing needs of the potential new residents driven by the BlueOval Battery Park development?
- 2. What is the current supply of housing in Marshall?
- 3. What types of housing may be missing in the market, and what role can the city play to meet future housing demand across a range of affordability?
- 4. What are the barriers and opportunities related to Marshall’s housing stock?
- 5. What tools, programs, and organizations may be helpful to advance Marshall’s housing priorities?

This report is organized into three sections that outline residential demand and strategy for the City of Marshall.

Section 1: Site and Market Conditions- provides context for the City of Marshall and a summary of the analysis of trends and characteristics related to people, place, economy, and housing. This analysis is foundational for understanding the conditions that impact housing in the city. Additionally, this section provides anecdotal feedback and conversations that were had between PMR and the City of Marshall, related stakeholder groups and the real estate and development community.

Section 2: Potential Market for Residential Housing- provides the overall demand analysis to understand the current conditions and opportunity for housing within both traditional residential product and senior housing. It identifies the income segments that are currently under or over served.

Section 3: Housing Strategy- provides a strategic framework that identifies potential housing demand indicators and suggests and organizes a broad array of actions that can be taken by the city and its partners to meet the city’s housing needs.

Site and Market Conditions

LOCATIONAL ATTRIBUTES

- ★ Thriving downtown community
- ★ Proximity to future BlueOval Battery Park
- ★ Proximity to several major employers

DEMOGRAPHIC DATA

8,267 residents
\$64,429 HH Income | \$160,576 Home Value

15% fewer millennials
than in communities of
comparable size

18% more retiring soon
individuals than in communities
of comparable size

SOCIOECONOMIC DATA

- ★ Improving school district
- ★ Positive job growth trends
- ★ Low crime rates compared to the state average

RESIDENTIAL SUPPLY CONDITIONS

For-Rent

- ★ 67% of renters are paying between **\$700 - \$1,000** per month in rent
- ★ Experiencing extremely low vacancy rates between 0 - 2%.

For-Sale

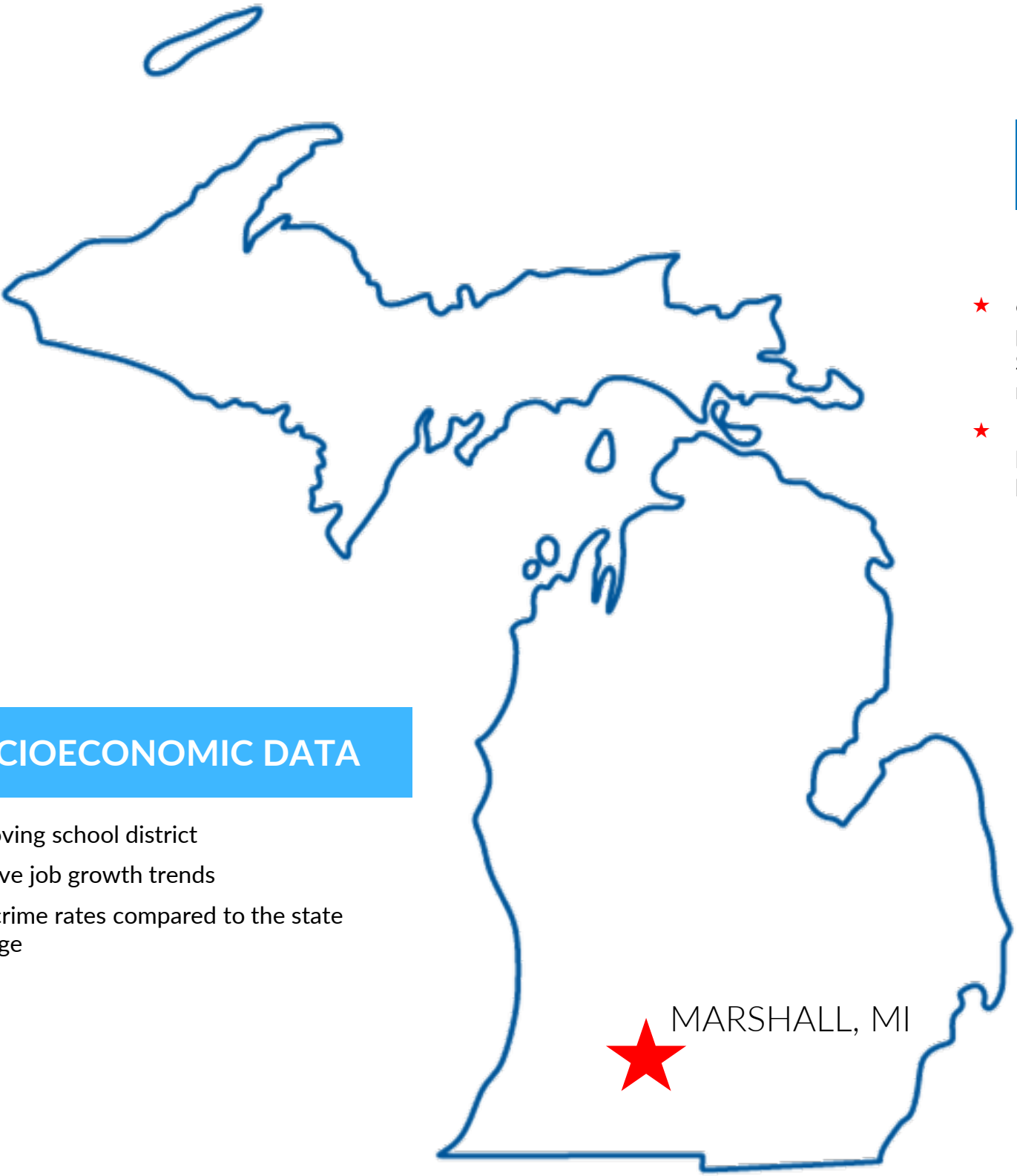
- ★ The median home sale price is **\$230,000** and homes are **on the market for ~ 18 days**
- ★ Experiencing extremely low vacancy rates around 2%

REAL ESTATE PRACTITIONER AND STAKEHOLDER FIELD INTERVIEWS



Grand City Capital +  **INDIGO**
DESIGN + DEVELOPMENT

- ★ Developers voice concerns over rising interest rates and construction costs
- ★ Hesitancy to be “first to market” for new product
- ★ Public investment continues to be a necessity in order to make projects feasible



MARSHALL, MI

Potential Market for Residential Housing

The Data Driven Indicators Approach to forecasting the potential market for residential housing was developed to project potential demand with and without the impact of the BlueOval Battery Park. The BlueOval Battery Park development is anticipated to bring between 1,700 – 2,200 direct jobs to the market and, as a result of the development, indirect and induced employment growth could be as much as 2,600 additional jobs. The forecast assumes Marshall will attract its fair share of potential new residents based upon existing population distribution in the region due to this economic growth.

The methodology is further outlined in this report but below is a summary of the key findings from the analysis including a summary of Marshall’s anticipated fair share of potential direct, indirect, and induced employees resulting from BlueOval who may choose to live within a 10-mile radius.

BlueOval Potential Demand Indication:

1,700 Direct Jobs Scenario:

	BlueOval Employee Share	Indirect & Induced	Total	City of Marshall Share
0 - 5 Miles From BlueOval	370	470	840	648*
5 – 10 Miles From BlueOval	305	387	692	

For-rent: 201 units
For-sale: 447 units

*Calculation Note: Of the projected units within 10 miles, the City of Marshall currently accounts for 42.3% of all housing units in the same region: 1,532 x 0.423= 648

2,200 Direct Jobs Scenario:

	BlueOval Employee Share	Indirect & Induced	Total	City of Marshall Share
0 - 5 Miles From BlueOval	457	581	1,038	800**
5 – 10 Miles From BlueOval	376	477	853	

For-rent: 248 units
For-sale: 552 units

**Calculation Note: Of the projected units within 10 miles, the City of Marshall currently accounts for 42.3% of all housing units in the same region: 1,891 x 0.423= 800

Overall Data Driven Demand Indication:

FOR-RENT Housing by income bracket:

< 80% MHI	80%-120% MHI	120%+ MHI
MODERATE	WEAK	MODERATE

FOR-SALE Housing by income bracket:

< 80% MHI	80%-120% MHI	120%+ MHI
MODERATE	WEAK	STRONG

SENIOR Housing by acuity:

Independent Living	Assisted Living and Memory Care
WEAK	WEAK

Housing Strategy

As presented on the prior slide, PMR’s Data Driven Approach which includes the BlueOval Impact, and the resulting indicators provide a basis for measuring potential demand. PMR’s understanding of other influential market conditions, like interest rates and construction costs (Economic Conditions) as well as lifestyle decisions and personal preference (Housing Trends) also shape potential demand. When considered together, a recommendation emerges that is individual to each income segment. The factors are denoted as weak, moderate, or strong depending on PMR’s perceived view of their impact on Marshall’s housing market.



Recommendations Summary Table:

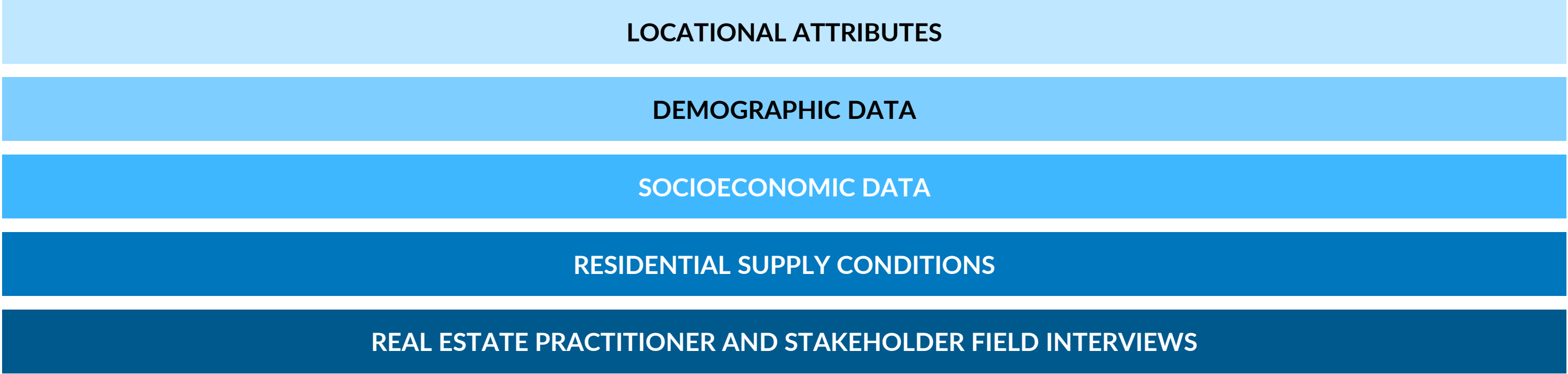
Tenure	Income Segment	Data Driven Indicators	Economic Conditions	Housing Trends	Product Type Recommended	Number of Units Recommended
FOR- RENT	<80% MHI	MODERATE	MODERATE	STRONG	Multifamily- stacked flats	50-100
	80% - 120% MHI	WEAK	STRONG	STRONG	Multifamily- stacked flats	50+
	120%+ MHI	MODERATE	STRONG	STRONG	Multifamily- stacked flats and traditional townhomes	150+
SENIOR	> \$35,000 / year	WEAK	WEAK	STRONG	Multifamily- senior independent living, flats	30+
FOR-SALE	<80% MHI	MODERATE	WEAK	STRONG	Multifamily- stacked flats	50
	80% - 120% MHI	WEAK	MODERATE	STRONG	Multifamily- stacked flats, traditional townhomes & single family attached	50
	120%+ MHI	STRONG	WEAK	STRONG	Multifamily- stacked flats, traditional townhomes, single family attached Single family- infill sites, small city lots with dense housing	300+

SECTION 1

SITE & MARKET CONDITIONS

Site and Market Conditions

The site and market conditions analysis looks at the market at both a macro- and micro-level to assess the subject area’s physical characteristics, location relative to the County and region, resident demographics, socioeconomic trends in the community, the existing and anticipated future housing mix, as well as an excerpt from discussions PMR had with key members of the development community. At the end of this section, it will have identified and measured the characteristics of the community that may impact its ability to attract and retain residents. The information presented will be utilized in the Data Driven Demand Indicators Approach in Section 2 and in Section 3 which considers the impact of Economic Conditions and Housing Trends on potential demand.



Locational Attributes

Primary Market Area Definition

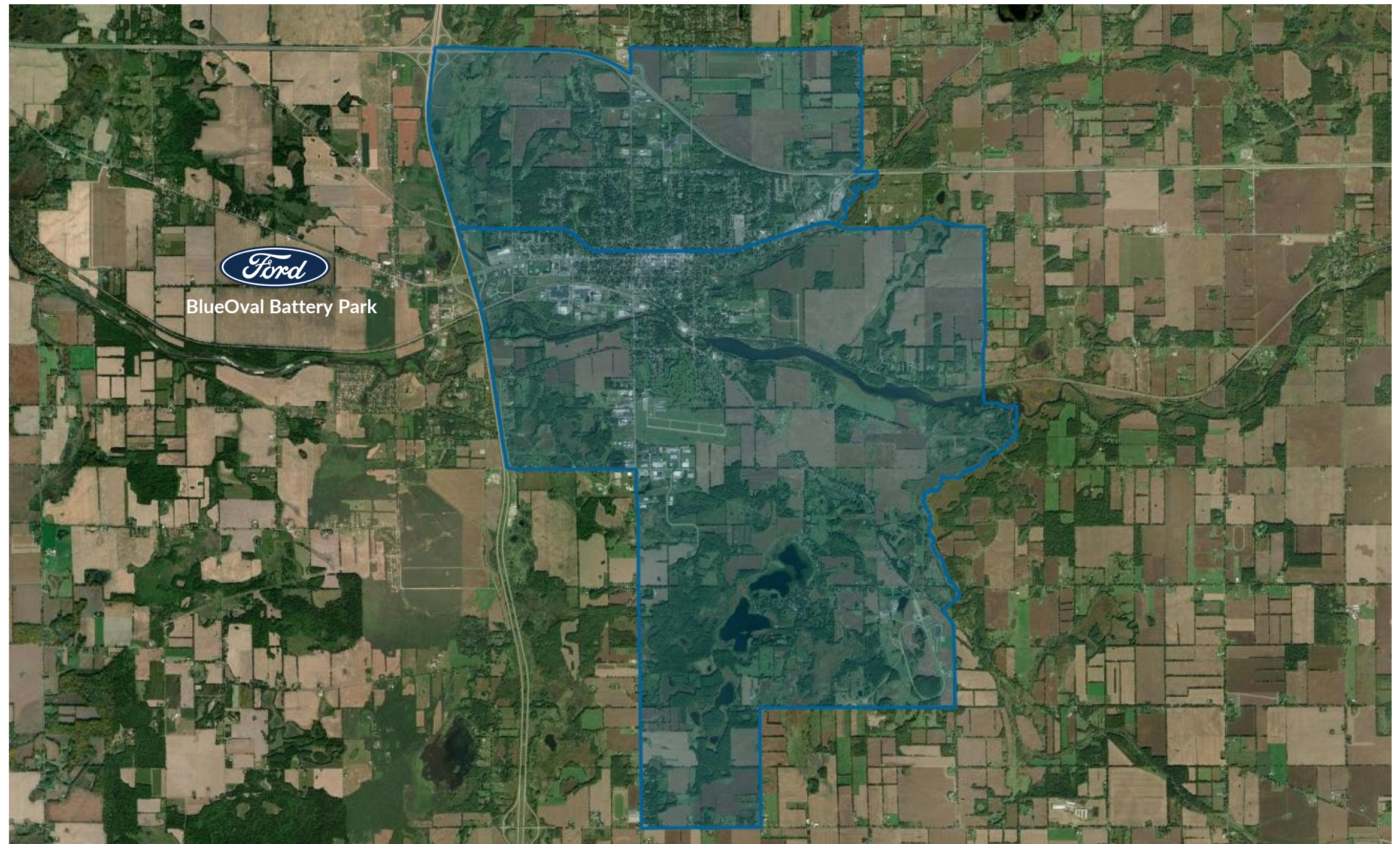


The PMA (defined below) captures the City of Marshall including its largest neighborhoods and planned developments. The demographic and household data from this area is used in the analysis of potential demand.

The Primary Market Area (PMA) will be used in the residential demand analysis detailed further in this report. The PMA is defined as the following census tracts:

- 26025004000
- 26025003900

The BlueOval Battery Park is called out on this map to denote that although it is not within the boundaries of the PMA, it is an important future development with the potential to augment demand in the Marshall area.

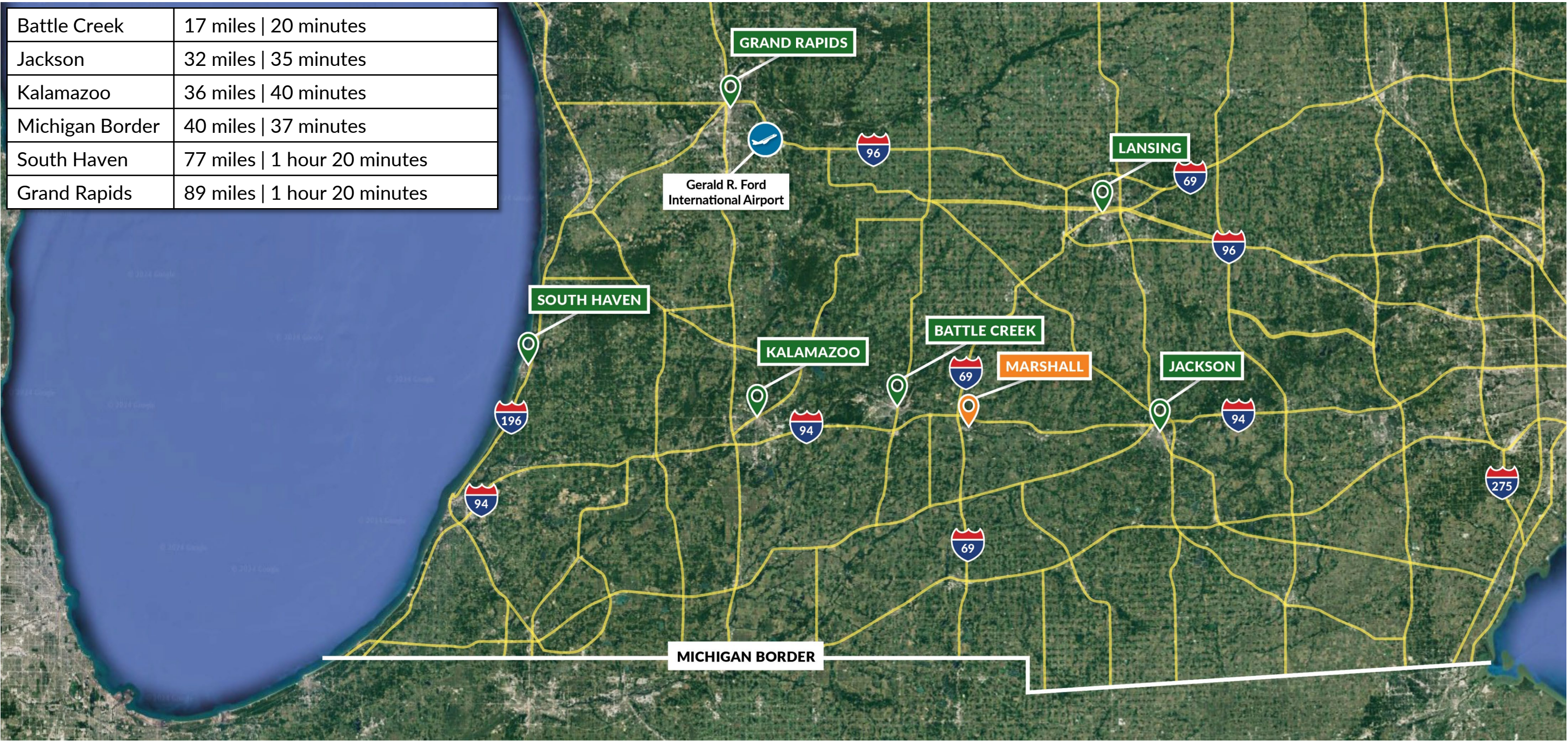


Southwest Michigan Regional Context



Marshall’s most prominent neighbors are Battle Creek, Kalamazoo, and Grand Rapids on the west side of Michigan. Marshall is competing with Battle Creek and Kalamazoo for residents working in the major industries located in southwest Michigan.

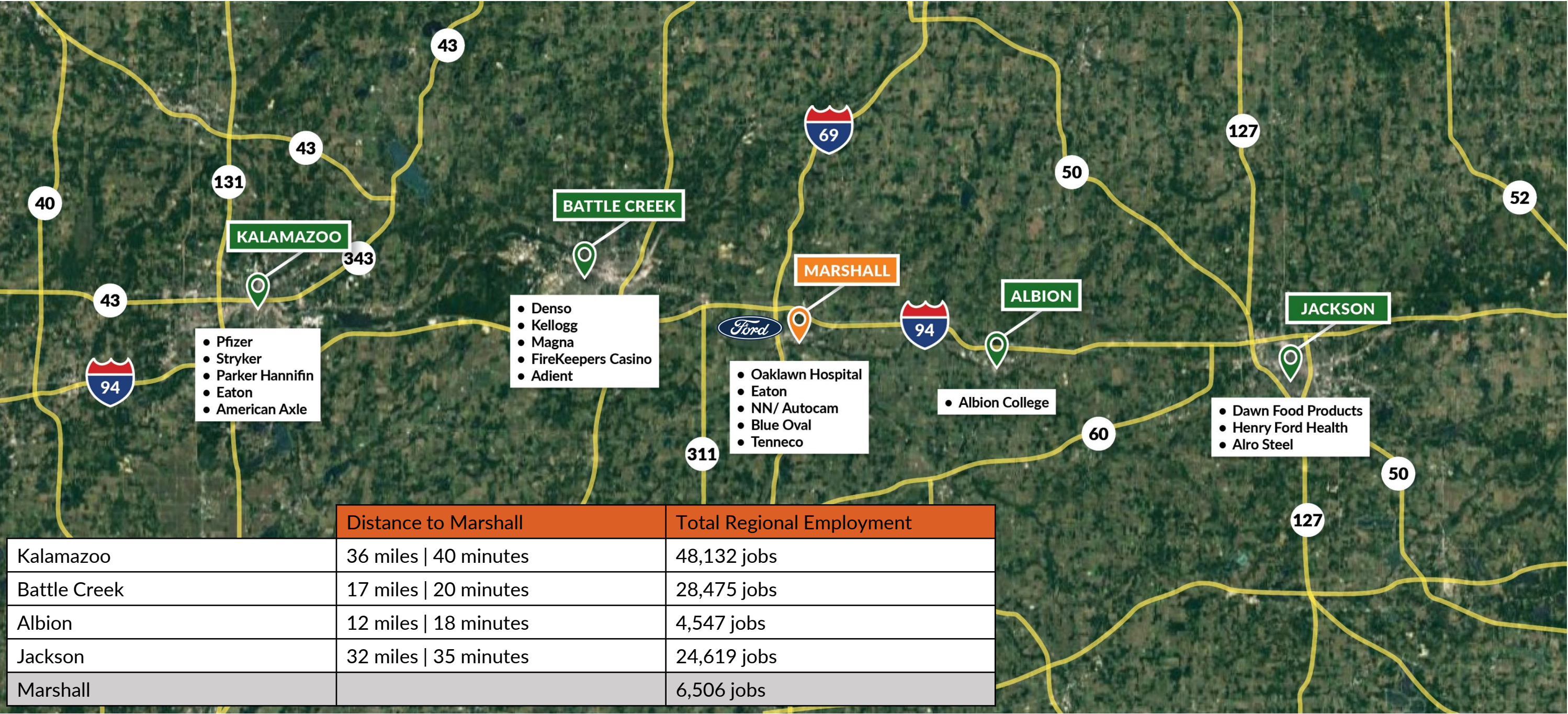
Battle Creek	17 miles 20 minutes
Jackson	32 miles 35 minutes
Kalamazoo	36 miles 40 minutes
Michigan Border	40 miles 37 minutes
South Haven	77 miles 1 hour 20 minutes
Grand Rapids	89 miles 1 hour 20 minutes



PMA Proximity to Employment Centers

✓ Total regional employment is highest in Kalamazoo among cities near Marshall.

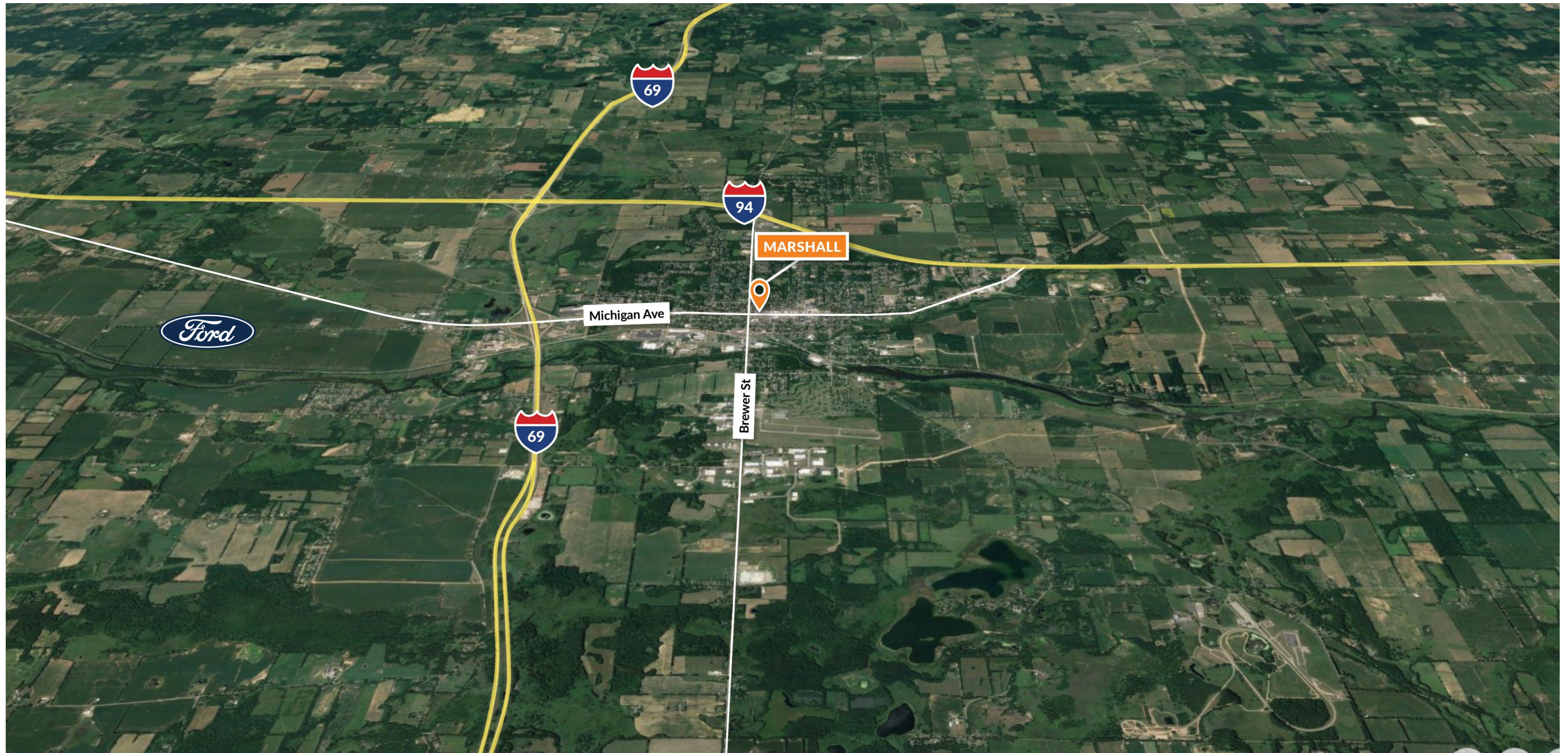
Total Regional Employment is defined as the number of jobs within a defined municipal boundary for each city listed on the map.



Major Ingress/ Egress Points within the PMA



Marshall is located just southeast of the I-69 and I-94 interchange and is easily accessed from each major highway and adjoining employment centers identified on the prior page.



Traffic Counts



Michigan Avenue and Kalamazoo Avenue serve as the major thoroughfares carrying traffic efficiently from the interstate to downtown Marshall. An iconic traffic circle facilitates traffic movements through the intersection while serving to ease access to the historic downtown and neighborhoods.



Marshall is located just south of the I-94 and I-69 interchange which serve as two of the west side of the state’s major east-west and north-south highways, respectively.

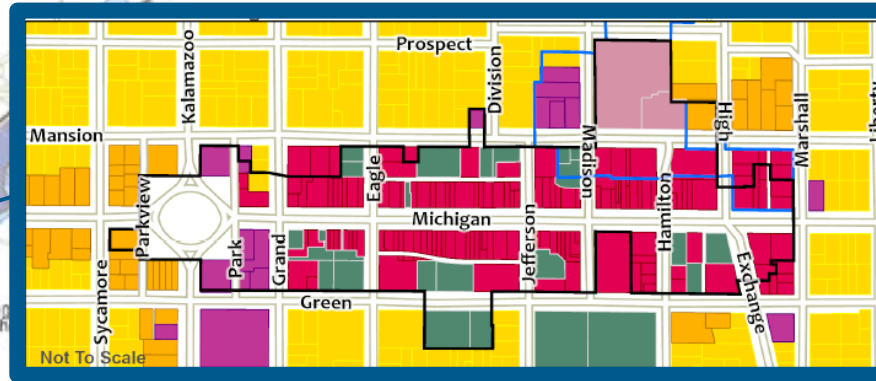
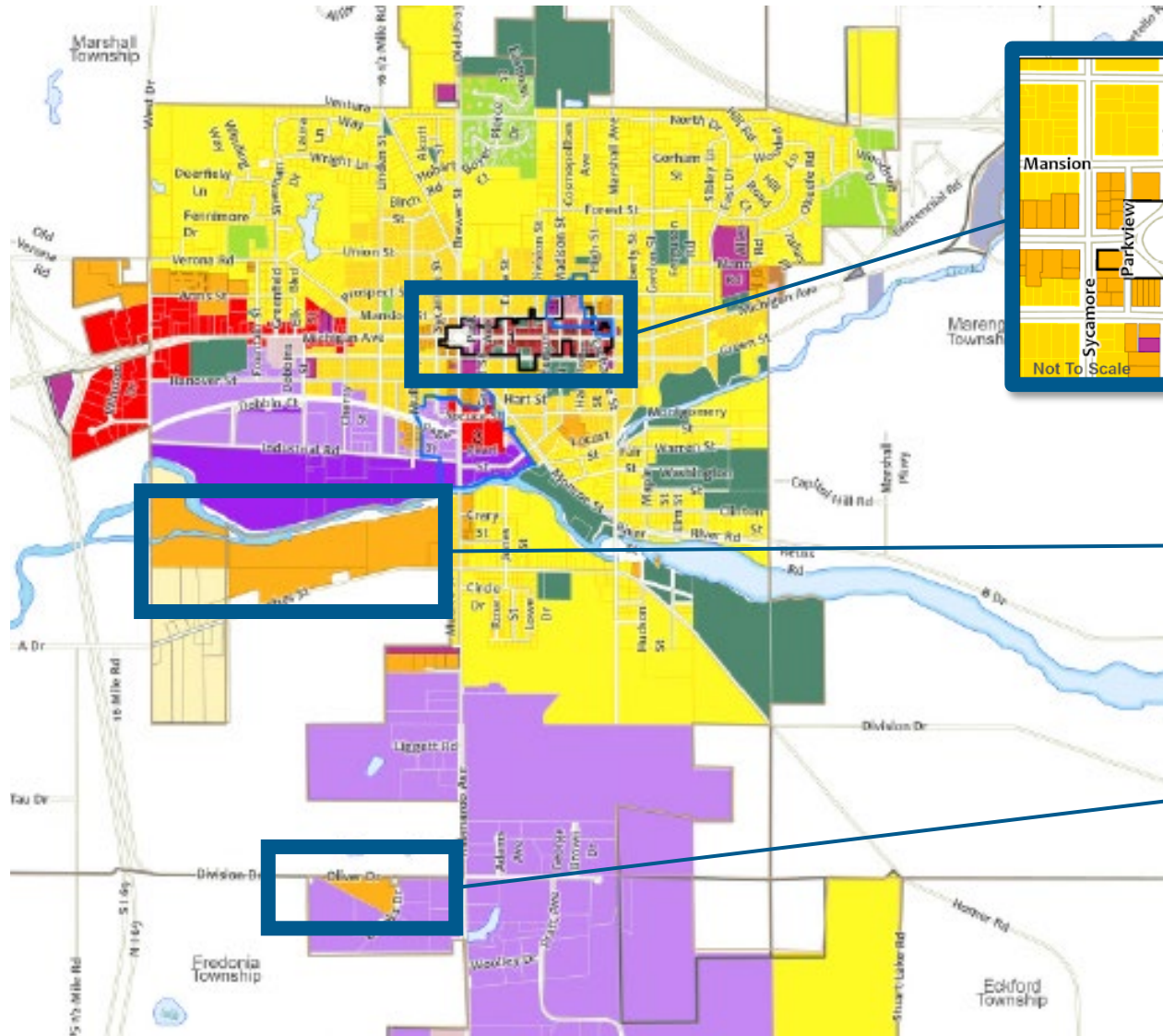
Kalamazoo and Michigan Avenue carry significant traffic counts efficiently into and out of the city. Traffic and ease of accessibility both help support businesses in the downtown and improve the attractiveness of the community for residents who may be coming from surrounding employment centers.



City of Marshall Zoning Ordinance



The city appears to be facilitating rezoning in recognition of the potential to redevelop underutilized property. A PUD option is available and is being exercised.



Hughes Street Rezoning
Rezoned to Multi- Family Residential District (MFRD) as of September 18, 2023.

Division Street Rezoning
Rezoned to Multi- Family Residential District (MFRD) as of July 1, 2024.

R-1 Residential Estate	HCHSD Health Care and Human Services	I-2 General Industrial
R-2 Suburban Residential	B-2 Local Business	PSP Public/Semi-Public Services
R-3 Traditional Residential	B-3 Neighborhood Commercial	PUD Planned Unit Development
MFRD Multiple Family Residential	B-4 Regional Commercial	Overlay Districts
MHPD Manufactured Housing Park	FS Freeway Services	DDA
POSD Professional Office Services	I-1 Research and Manufacturing	

The yellow and orange- hue areas are designated for residential development. Housing is highly concentrated north of downtown and South of the North Branch of the Kalamazoo River.

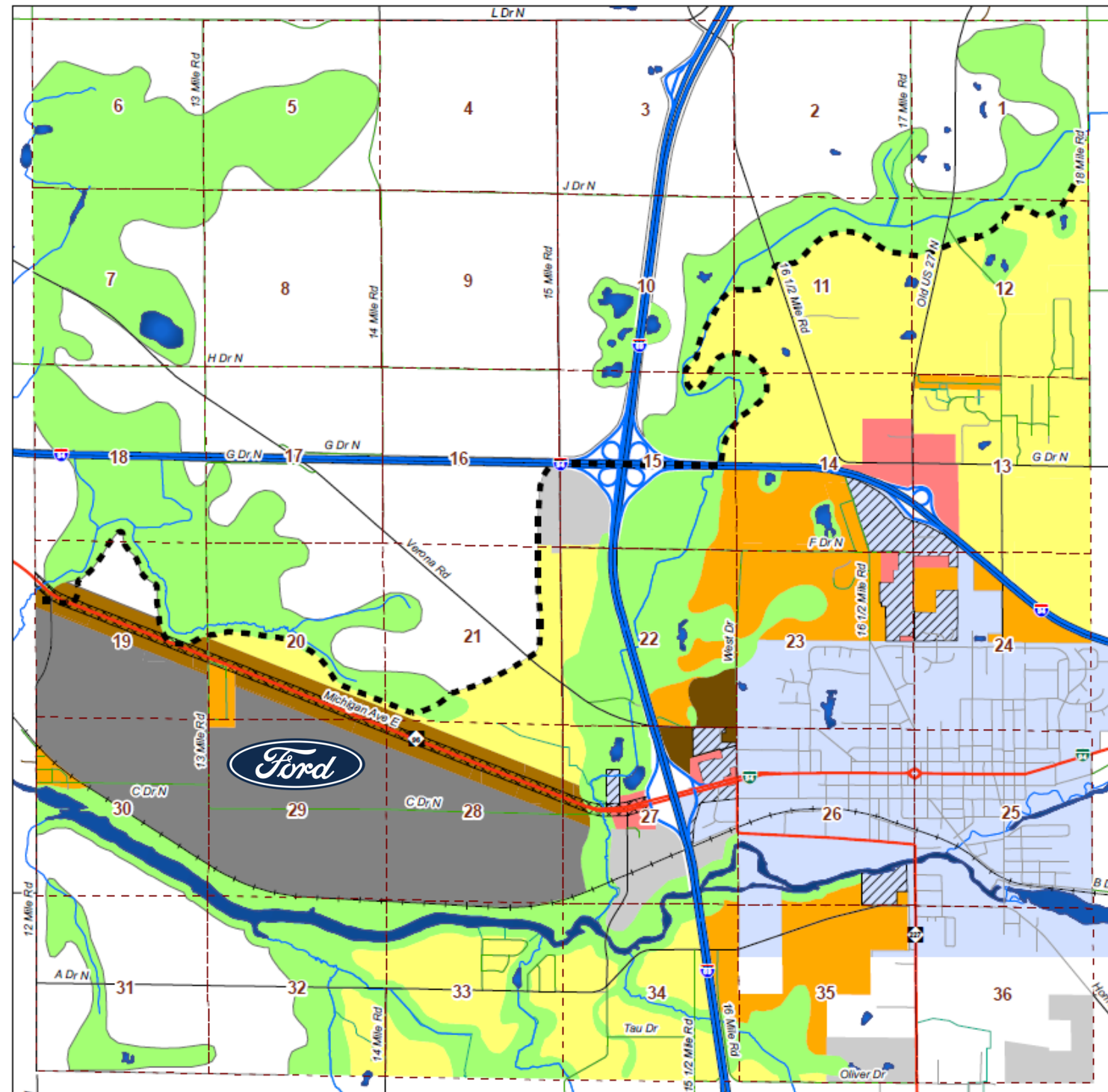
The City of Marshall’s zoning does not provide a barrier to development. As such, the PUD (Planned Unit Development) district is designed to encourage innovative developments and create opportunities that would not otherwise be obtainable in traditional, more rigid zoning districts. At this time, there are minimal PUD districts in Marshall.

R-1 Residential Estate District Minimum lot area: 12,000 SF Density: ~ 2.5 units per acre	
R-2 Suburban Residential District Minimum lot area: 9,000 SF Density: ~ 3.5 units per acre	
R-3 Traditional Residential District Minimum lot area: 4,000 SF Density: ~ 8 units per acre	
MFRD Multiple Family Residential District Density: ~ 12 units per acre	
PUD Planned Unit Development Density: pursuant to the underlying zoning district; density bonus is available	

Marshall Township Future Land Use Map



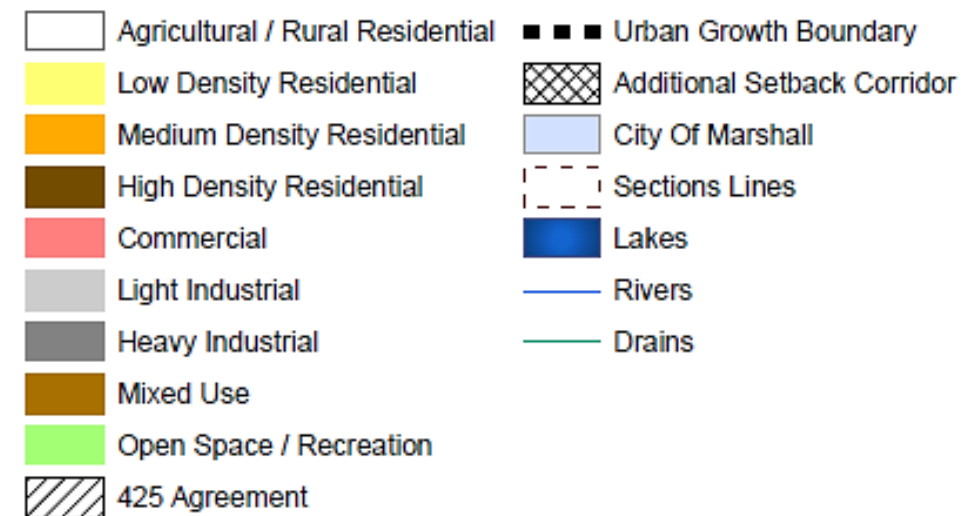
Marshall Township's Future Land Use Plans provide for future growth (limited by the Urban Growth Boundary) outside of the city's boundary. The city and township have engaged in intergovernmental agreements (425 agreement) to facilitate development previously.



Residentially zoned land is abundant in Marshall Township outside of the PMA and the township has acknowledged its potential use for low and medium use residential. The following page identifies areas that the city has similarly acknowledged have potential for development and might be serviced by city utilities if the required intergovernmental agreement is negotiated.

The Urban Growth Boundary (designated by the black dashed line) denotes areas of anticipated future growth that are not reflected on the current Township zoning map. This area is meant to provide a framework for where more intense development and public infrastructure investments, such as water and sewer, are generally planned.

** The Ford logo was added to this image to depict where the BlueOval project is located.*

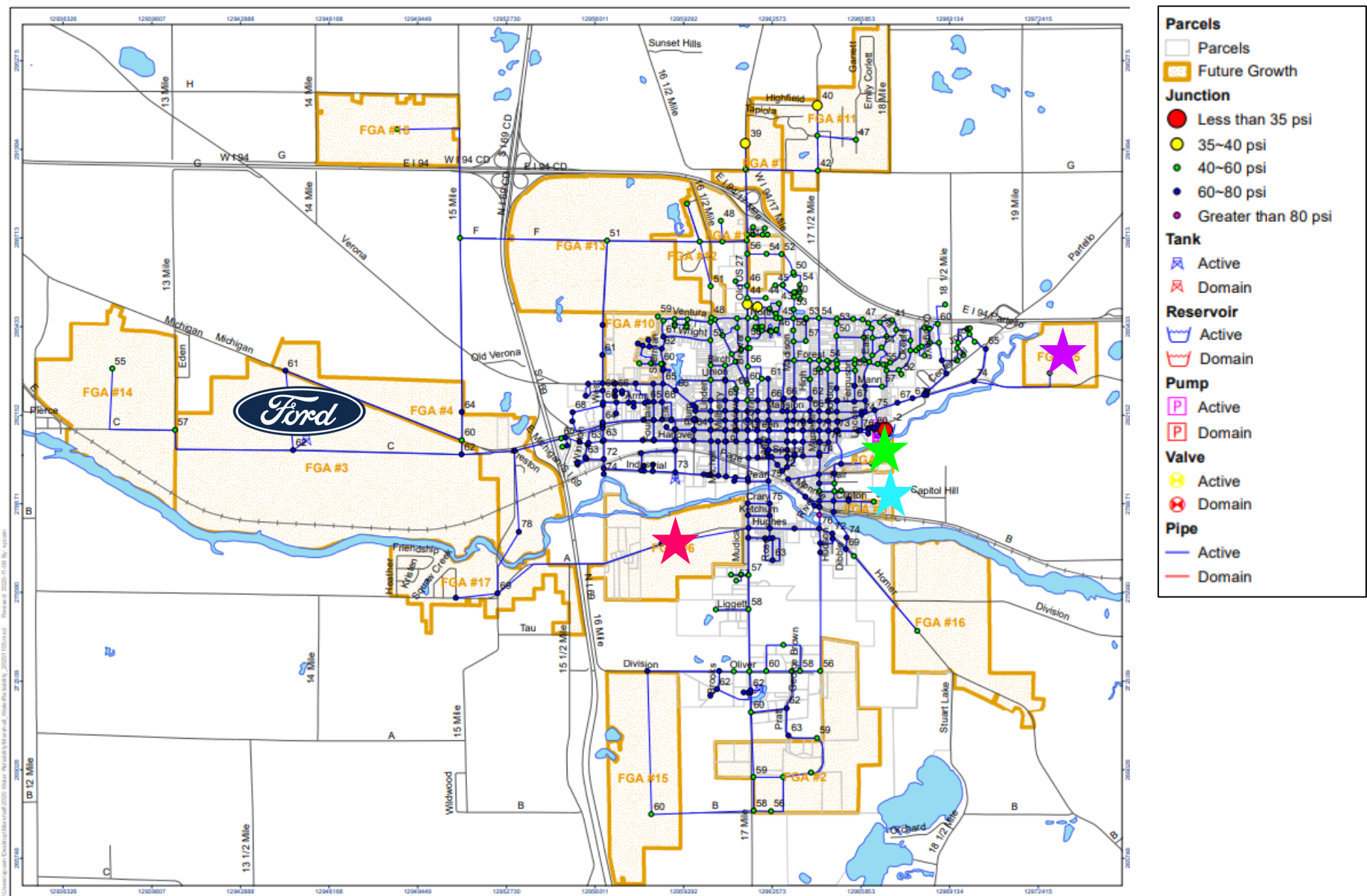


Existing Infrastructure



Sewer and water infrastructure, both owned by the city, do not appear to be a constraint for residential development pursuant to the future growth areas identified below.

This map outlines the City of Marshall’s current water system and where existing infrastructure is located. Additionally, this map calls out FGAs, or Future Growth Areas, which are areas the city anticipates seeing potential redevelopment. Through discussions with the Department of Public Works, capacity is available, and new developments are served on a first come, first serve basis. The biggest issue the city is facing with regard to water access is the well field confinement. At this time, a county-wide groundwater model is being developed to potentially aid the city with regard to these restrictions.



Below is a list of FGAs with available background or known activity:

- ★ FGA #6: Currently a Consumers Energy Training area, could potentially be redeveloped into residential if the appetite arises from the market.
- ★ FGA #5: Located in Marengo Township, outside of the City of Marshall, could potentially be “425-ed” into the city for development.
- ★ FGA #9: Partially developed, the homes here are on individual well and septic systems.
- ★ FGA #8: Former Eaton Manufacturing site, currently deed restricted from residential development because of potential site contamination. City could see higher density residential fitting in that area if the issues are resolved. City park was recently expanded across the street.

PMA Existing Amenities- Recreation



Within the PMA, there are a multitude of recreational amenities for residents to enjoy, as well as essential businesses (hospital and airport).



Downtown Marshall

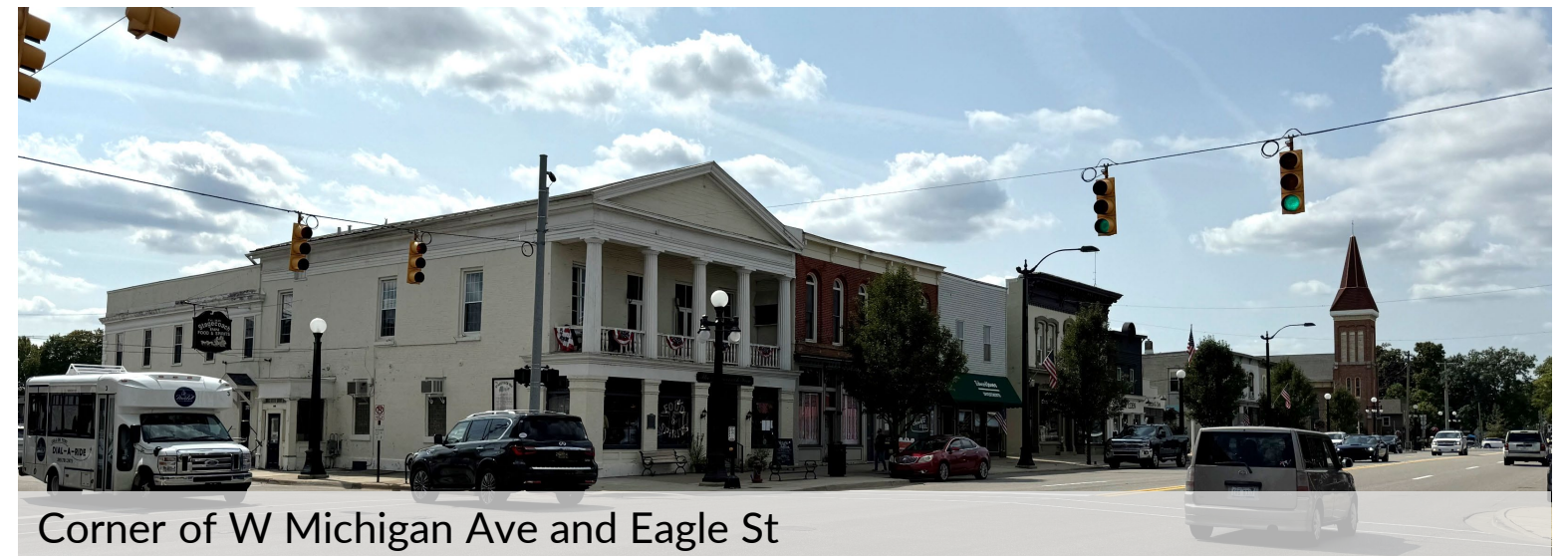


Minimal retail vacancy and well-kept historic streetscapes define the downtown of Marshall; the large roundabout provides a seamless ingress and egress point that facilitates business and accessibility.

The City of Marshall has done an excellent job connecting its residents to Downtown Marshall. By providing successful corridor improvements and innovative road infrastructure, Marshall promotes natural placemaking and opportunities for small businesses to flourish.



Streetscape on W Michigan Ave



Corner of W Michigan Ave and Eagle St



Downtown Marshall Traffic Circle



Brooks Memorial Fountain

Demographic Data

Long- Term Population Trends- State of Michigan

Michigan’s population is projected to decline over the next 20 - 30 years, increasing the competition for residents amongst its population centers.



Michigan’s population is expected to experience slow growth and then decline, even with projected net positive migration to the state.



Michigan has shifted from a younger, high-fertility population to an older, low-fertility population. This is a challenging age structure for sustained population growth.



As the baby boomers age into high mortality years, Michigan is projected to transition to sustained and steepening natural decrease (more deaths than births) through 2050.



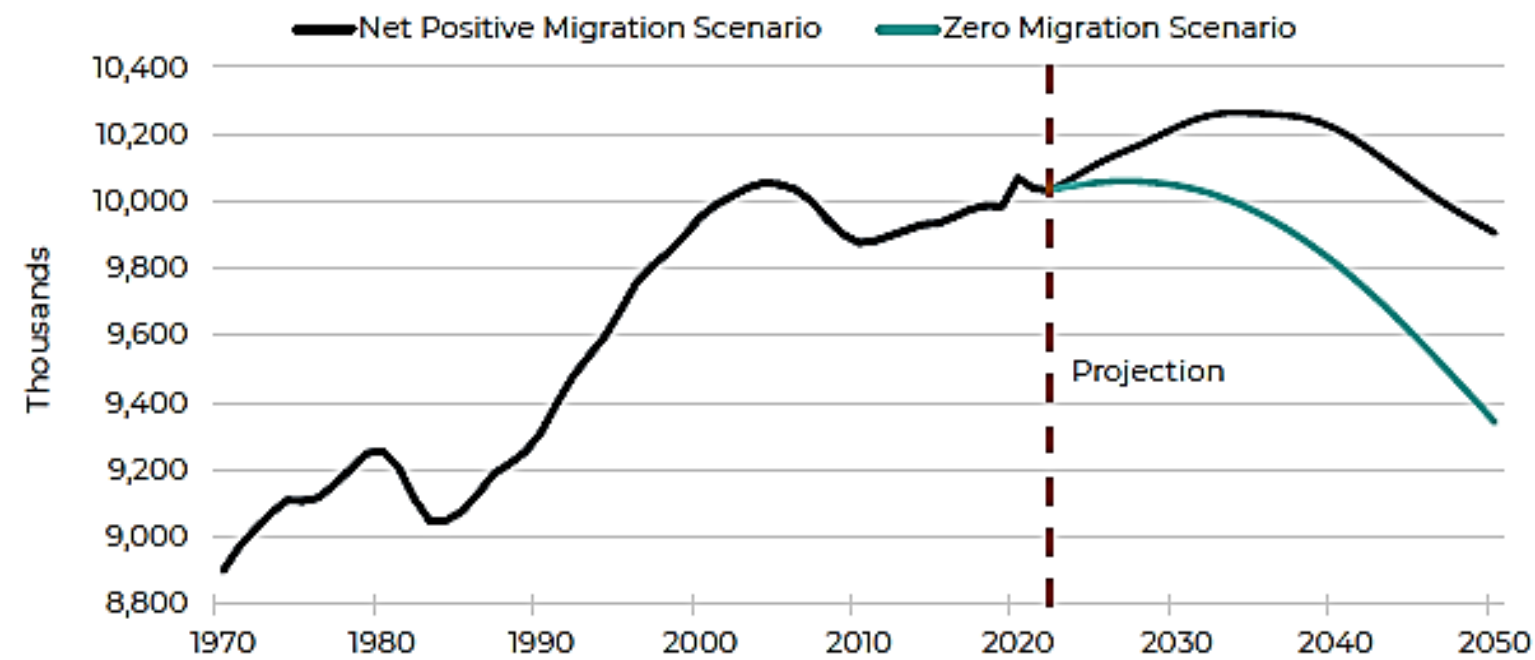
Since the 1970s, Michigan has typically had net negative migration; however, population growth in the state will be increasingly dependent on net positive migration.



Michigan is projected to have a slower growth rate and earlier onset of population decline than the overall United States.

Even with positive migration, Michigan is projected to continue experiencing slow growth and then population decline beginning in the 2030s.

Figure 1: Michigan Total Population, Historical and Projected



Source: Michigan Center for Data and Analytics

Demographic trends in the PMA and Calhoun County compared to the state



Population growth is projected to decline in Marshall and Calhoun County, negatively impacting demand for housing.

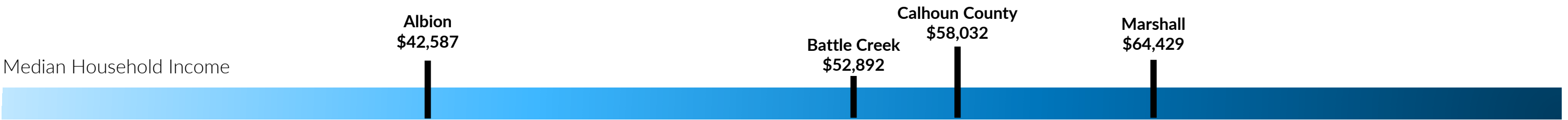
	PMA	Calhoun County	Michigan
Total Population 2023	8,267	132,997	10,077,982
Total Population 2028	8,081	132,799	10,175,246
Total Population Growth	-2.25%	0.0%	0.97%
Total Households 2023	3,652	54,306	4,064,008
Total Households 2028	3,577	54,402	4,115,983
Total Households Growth	-2.05%	0.0%	1.28%

Primary Market Area Demographic Overview



Compared to its neighbors, Marshall’s population has the highest median income, the highest median home value and the highest percentage of the its population working white-collar jobs.

MARSHALL	ALBION	BATTLE CREEK	CALHOUN COUNTY
8,267 Population	7,632	52,721	132,997
3,652 Households	2,818	21,447	54,306
41.3 Median Age	31.9 <i>*Large student population from Albion College</i>	37.8	40.1
31% Earned a Bachelors Degree	13%	15%	23%
59% Work White Collar jobs	47%	50%	50%



Additional Marshall demographic profile information



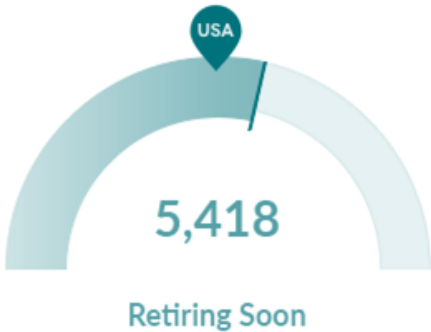
Marshall’s demographics include fewer young adults (post grad+) than average and more retirees. Both factors may influence housing demand and strategies.



Marshall, MI (in Calhoun county) (ZIP 49068) has 2,549 millennials (ages 25-39). The national average for an area this size is 3,009.

Millennials

Millennials are aged 25-39, meaning they are relatively early in their careers, and are likely considering homeownership. The younger portion of this group is likely living at home with their parents or renting. The older portion of this group is potential homeowners who are living in their starter home and might be ready to move on to something larger as their household grows and their income increases. *Anecdotal evidence from Marshall residents suggest that there is minimal product available for post-college aged residents looking to move out of their parent’s house.*



Retirement risk is high in Marshall, MI (in Calhoun county) (ZIP 49068). The national average for an area this size is 4,434 people 55 or older, while there are 5,418 here.

Retiring Soon

Retiring Soon individuals are aged 55+ and are likely living in their “forever” home. Marshall is unique in that it features a significant amount of large, historical homes that older residents are now aging out of because of maintenance and size. *As it relates to housing demand, new active adult, low-maintenance housing options would be well received by those looking to move out of their “forever” homes.*

Additional Population Characteristics – Housing Tenure (Own vs Rent)

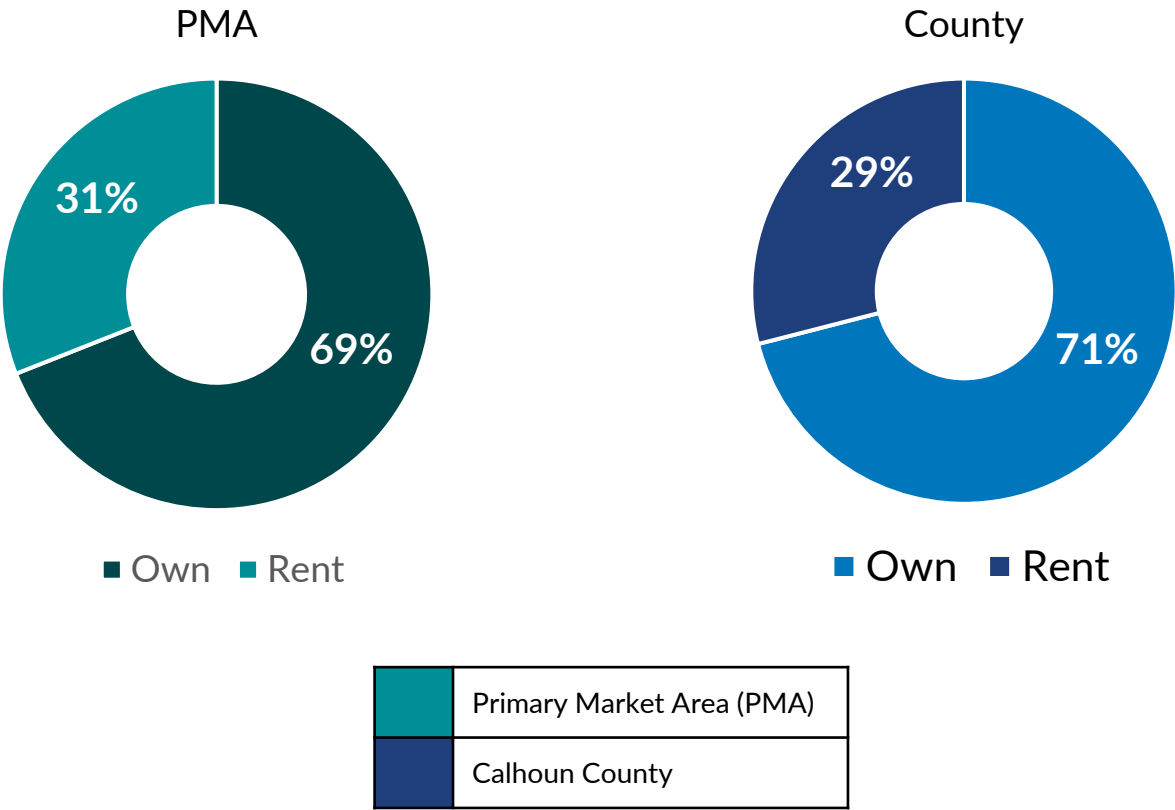


Rates of homeownership within the PMA and Calhoun County are 69% and 71% respectively. Diversity of new housing types, rental and ownership, helps communities attract and retain residents independent of changing economic conditions.

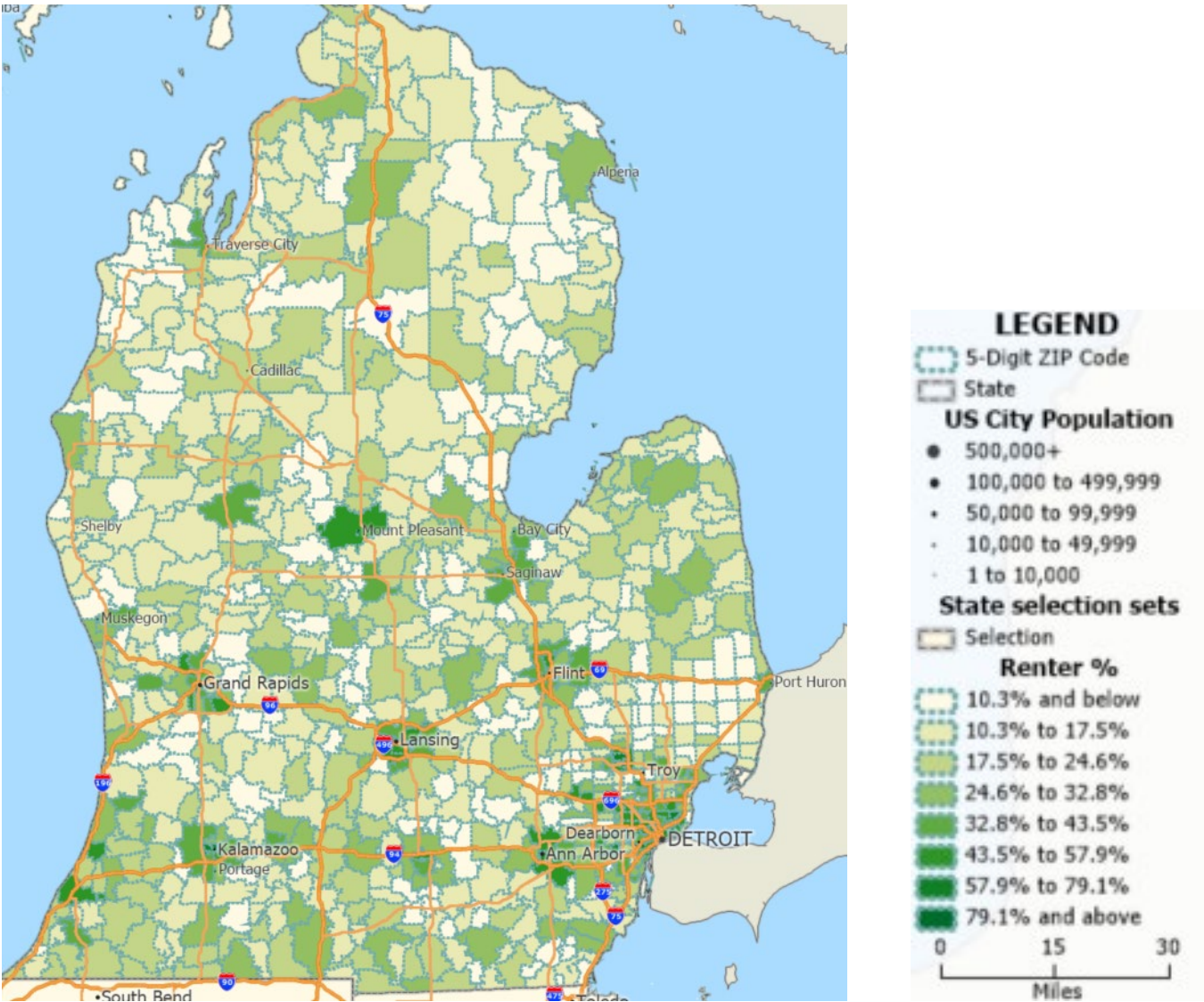
When determining where to live and how much to spend on housing, a major decision people make is whether to rent or buy. Pursuant to the map below, rentership is higher in large cities, such as Ann Arbor, Detroit, Grand Rapids, Kalamazoo, and Lansing while most rural communities are heavily skewed towards home ownership.

In the current market, homeownership has become historically more expensive because of increased financing costs, inflated used home prices, and significant increases in construction costs. This has accelerated the trend towards more multifamily housing and more rentals as a percentage of new homes. Communities seeking to diversify housing choices to attract residents and support their downtown businesses need to adapt to this changing paradigm.

Within both market areas, residents tend to own their homes rather than rent



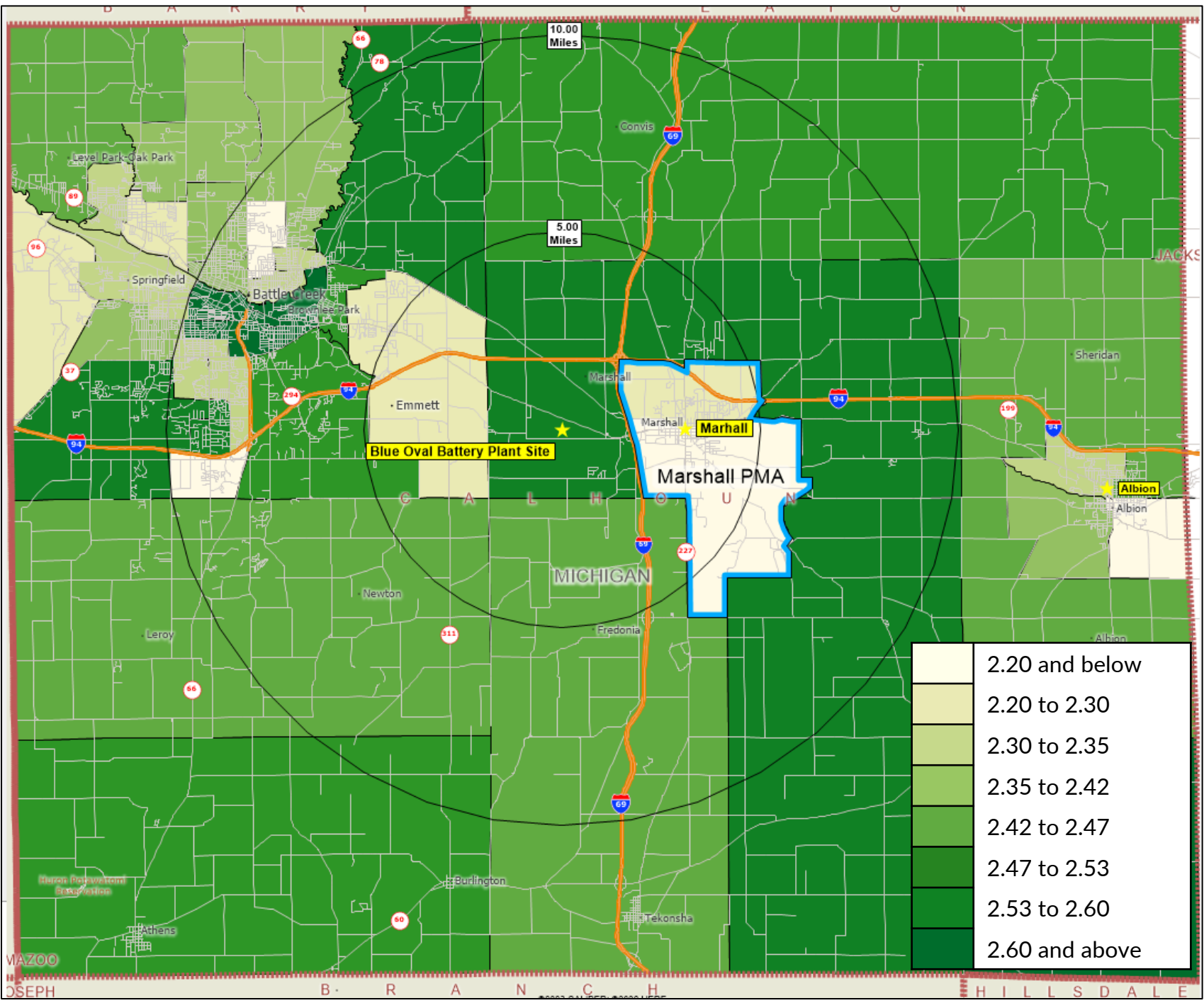
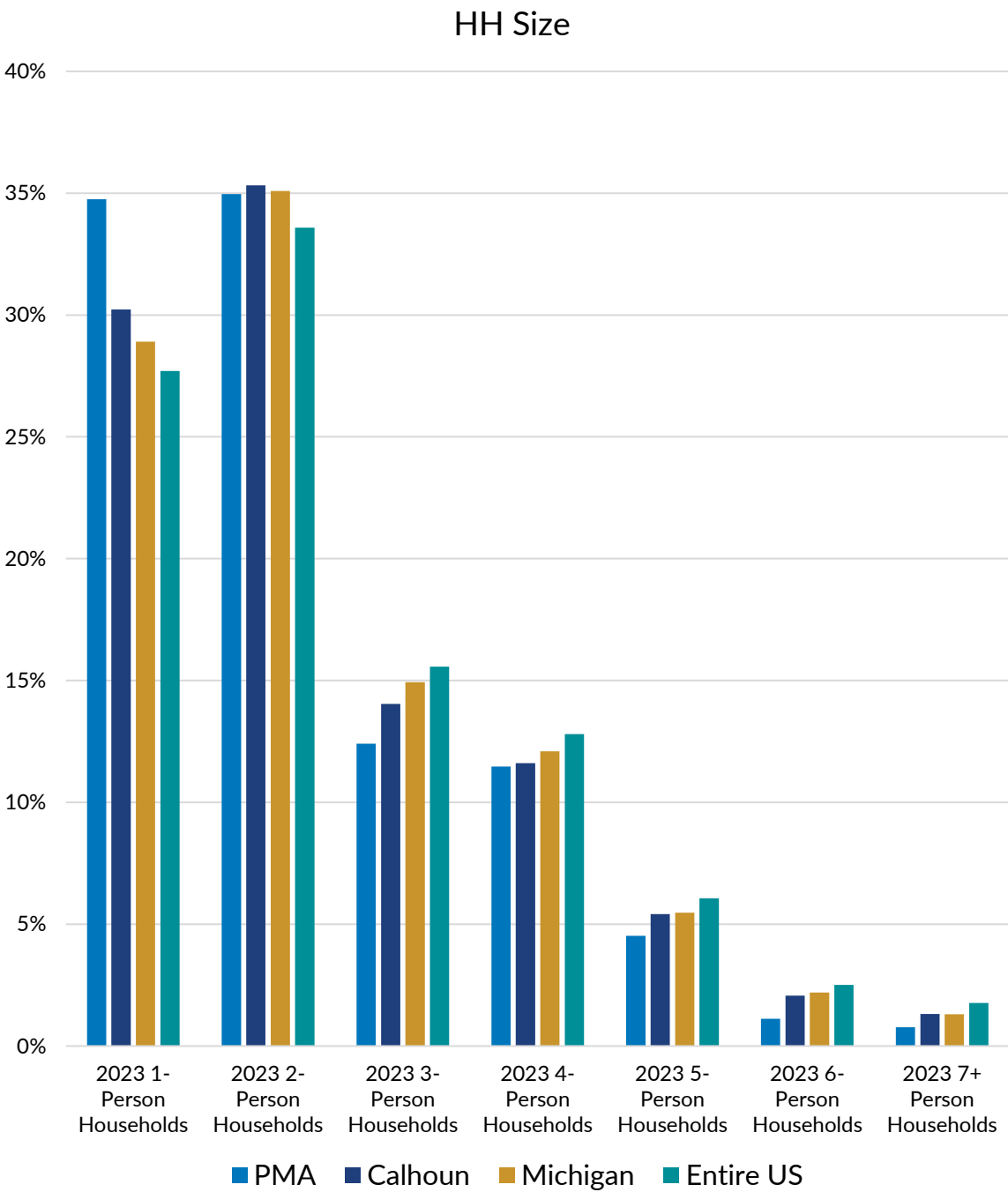
% of Michigan residents who rent their homes by area



Demographics – Household Size



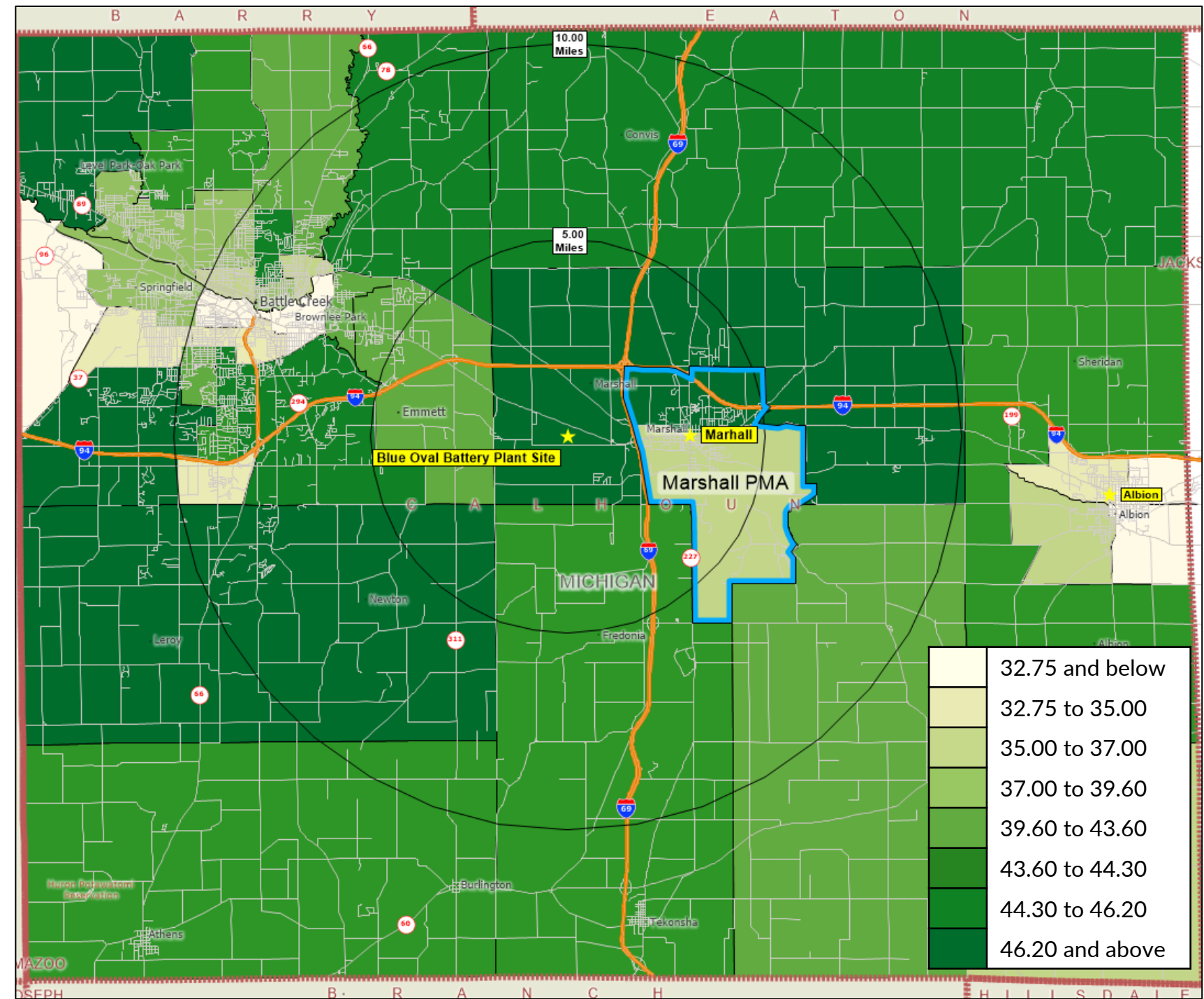
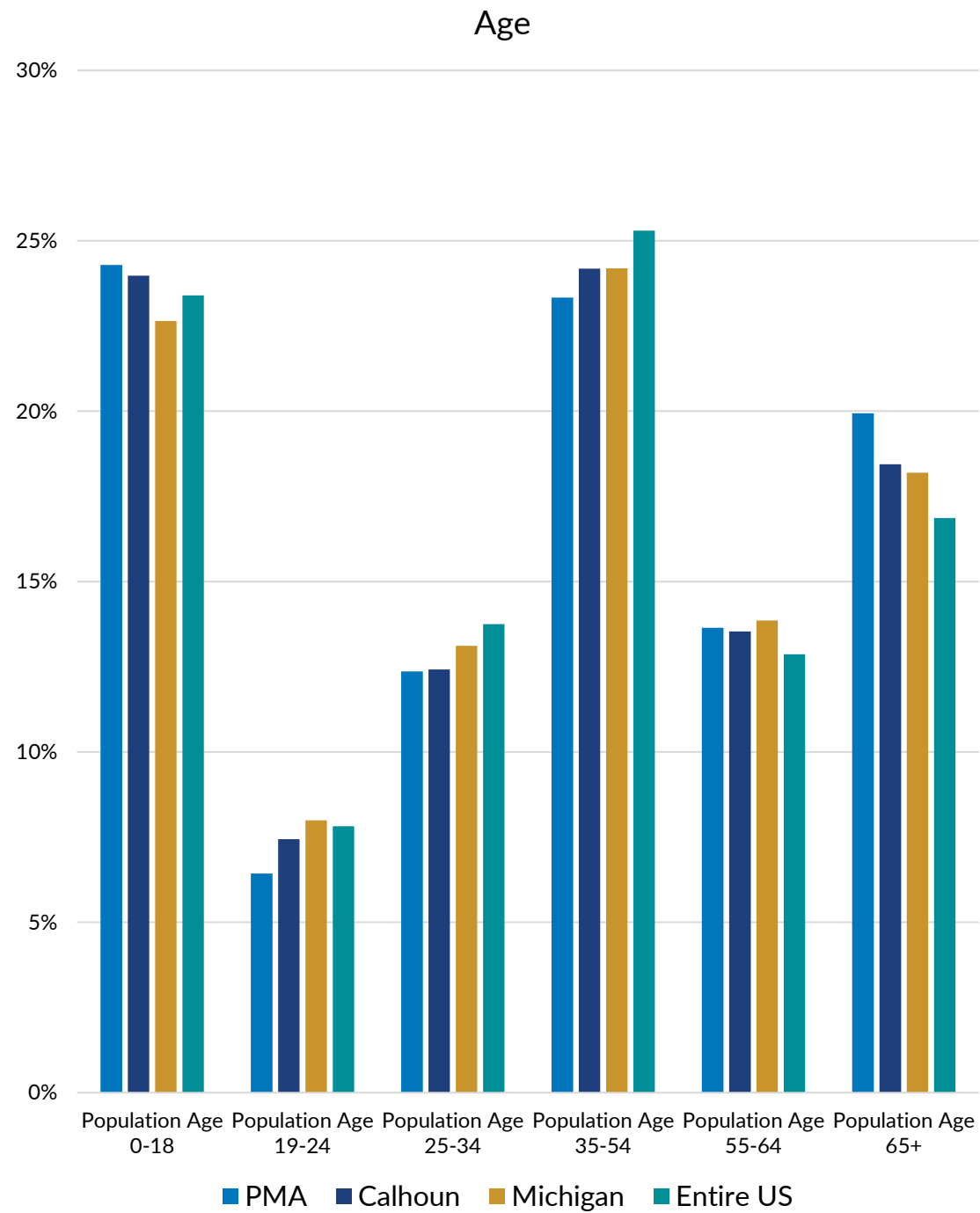
There are more 1-person households in the PMA compared to Calhoun County, the state and the nation, while households including three or more people trail.



Demographics – Population by Age



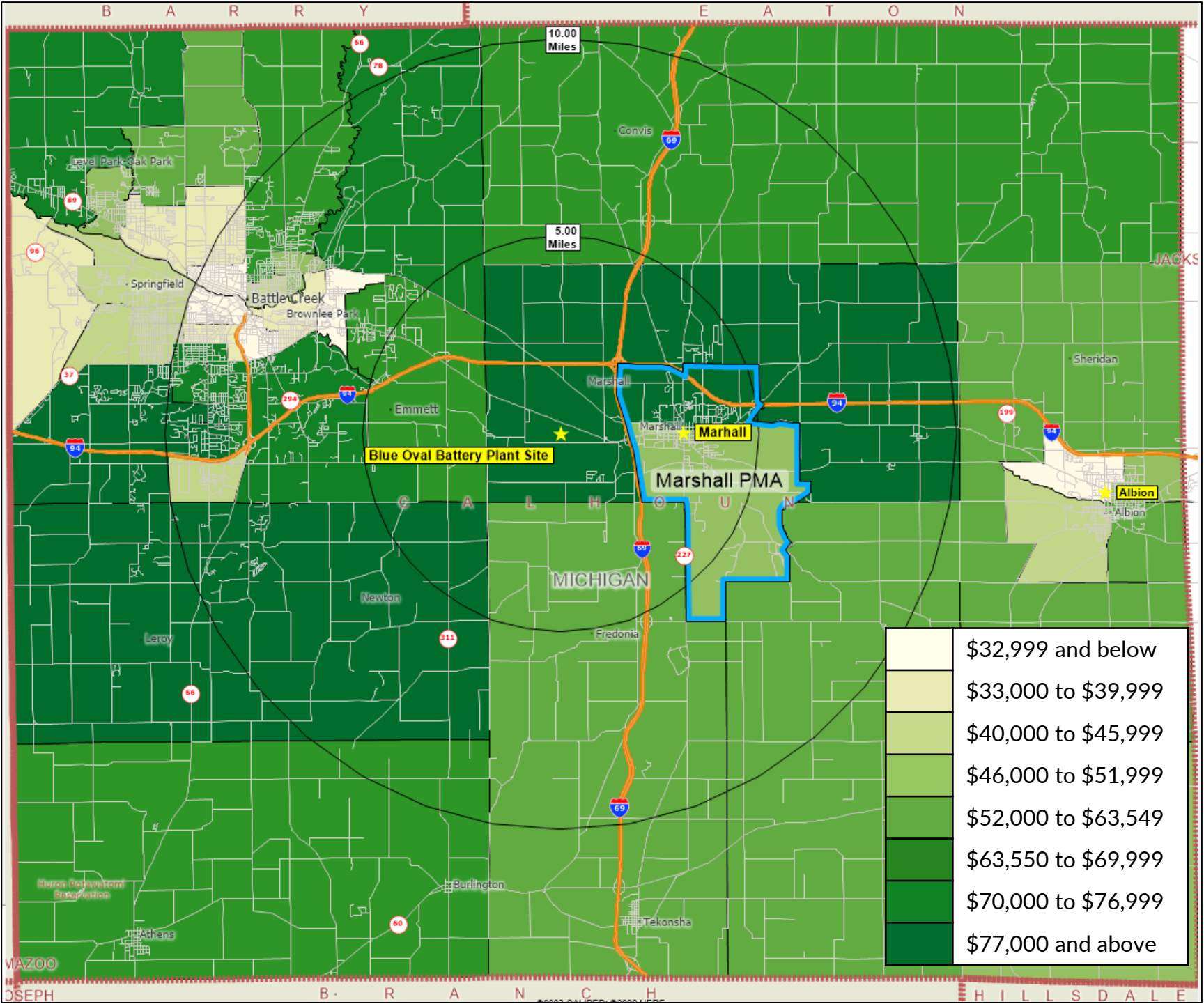
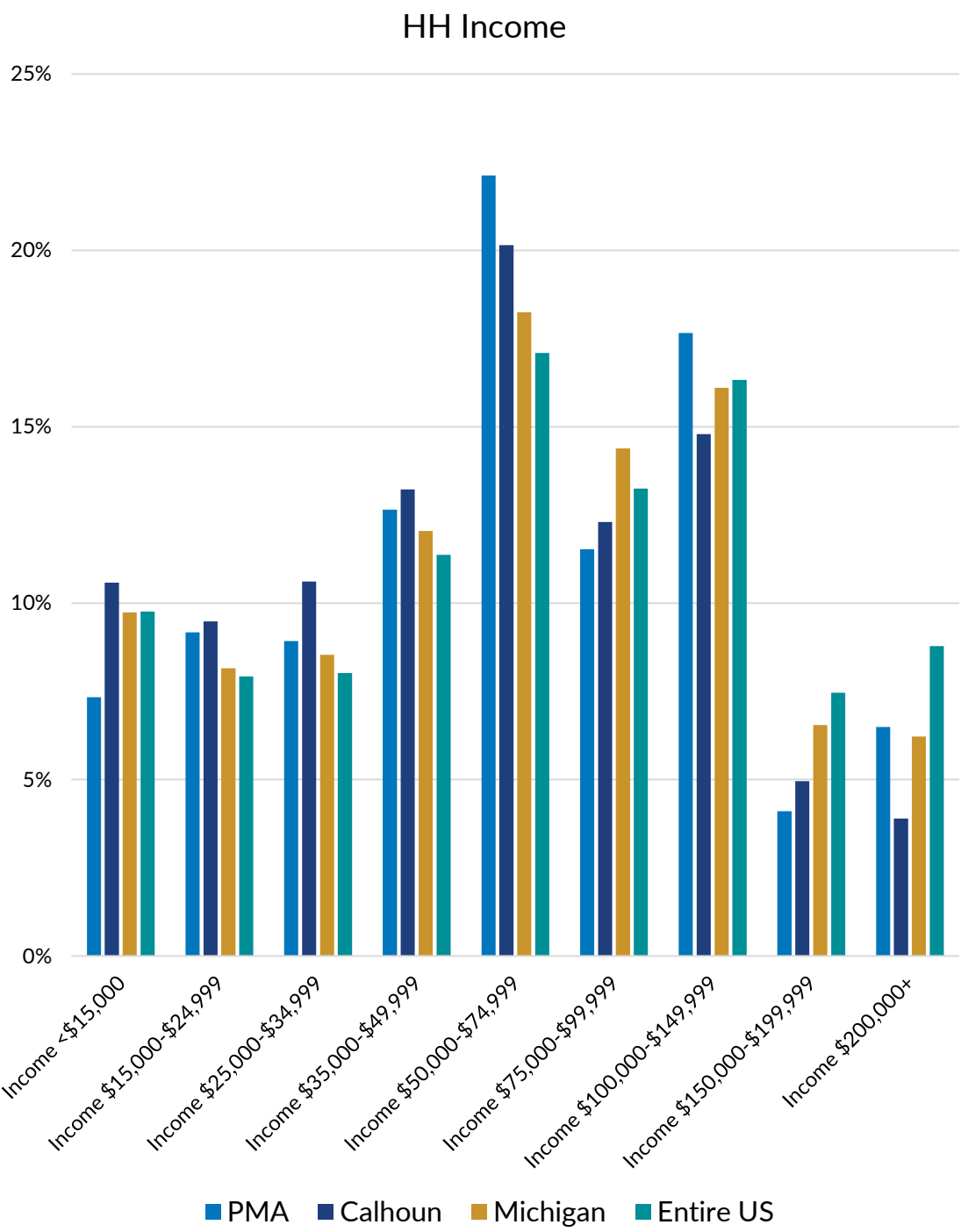
The PMA has a larger share of population under the age of 18 and over the age of 65 compared to the benchmarks.



Demographics – Household Income



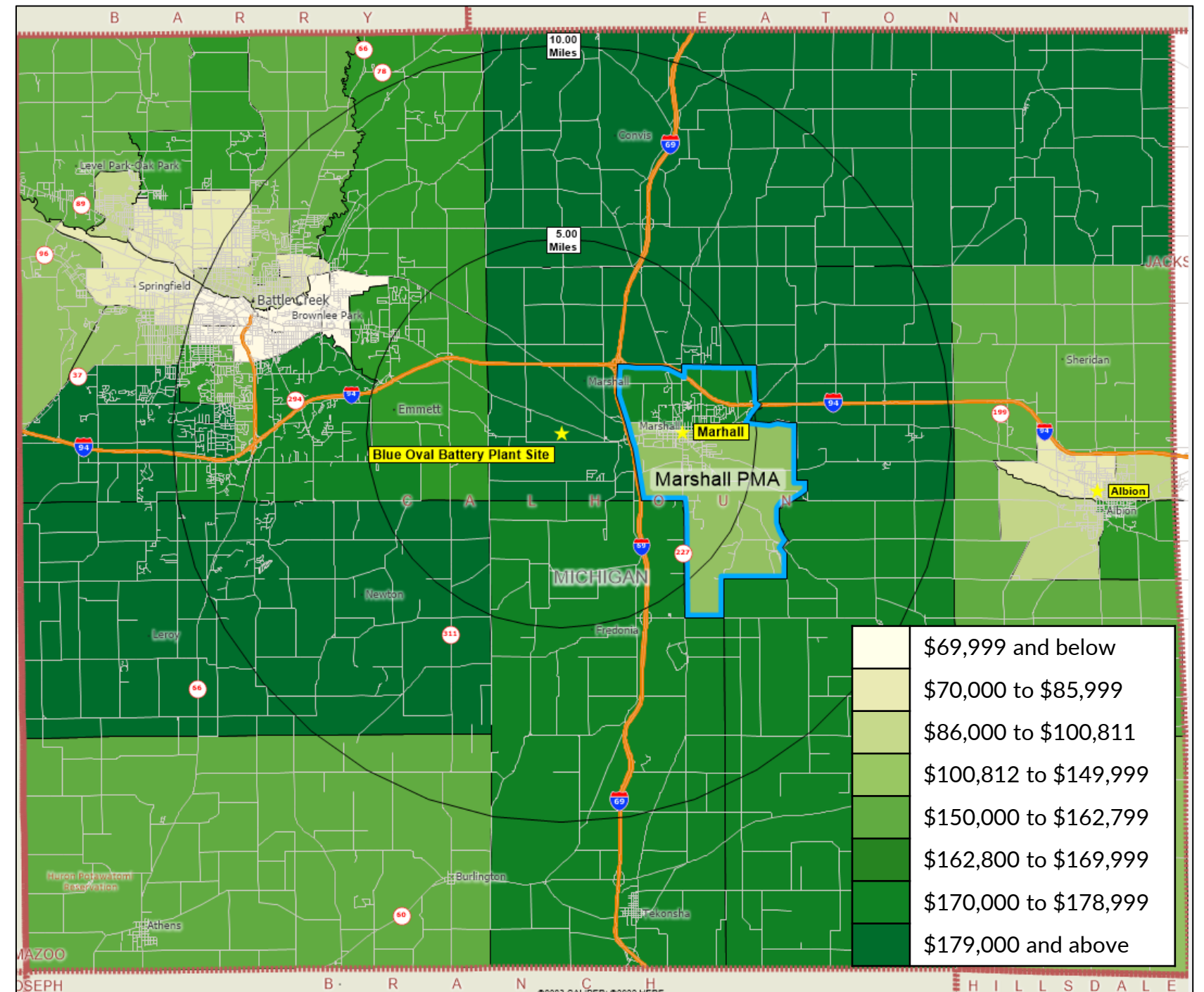
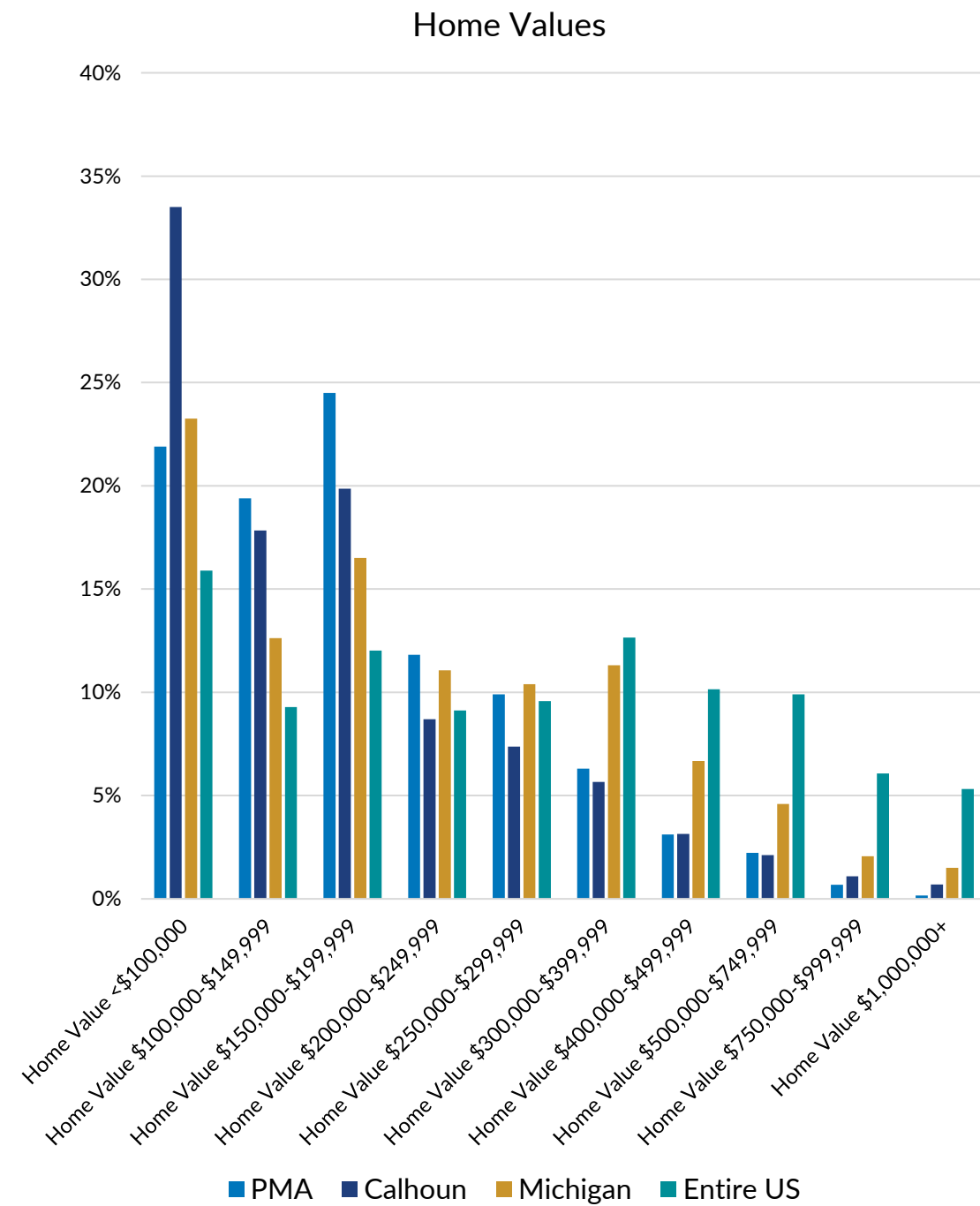
The PMA has a significantly larger share of households in the \$50K-\$75K and \$100K-\$150K brackets of income, compared to benchmarks.



Demographics – Home Values



The PMA has a significantly larger share of homes that are valued in the \$100K-\$250K range and smaller share of homes valued more than \$300K compared to the County, Michigan and the nation.



Socioeconomic Data- Market Support

Introduction

The following slides provide an overview of socioeconomic trends and current conditions in the PMA and Calhoun County that have an impact on the desirability to live in Marshall. Four indicators that are pertinent include:

1 Affordability

The ratio of median household income to median home value in the PMA benchmarked against Calhoun County. Relative affordability, amongst other factors, can induce activity in a market and improves the ability of existing owners to move into more expensive or new housing.

2 Schools

A factor that directly impacts only a portion of the population. There are numerous methods to gauge the effectiveness of school quality: standardized test scores, college acceptance, etc. This study measures the success of schools based on high school graduation rates, specifically comparing the local school district to the other districts within the County.

3 Employment

Understanding the employment market conditions, growth trends, and thriving industries in a community is an important consideration for residents. The proximity of employment opportunities that match the relative skillset of an individual is an important factor in the decision of where they choose to live. Economic Development within the community and county is an additional indicator for employment trends. It entails understanding where major investments are occurring and how they impact the community at large.

4 Crime

The crime risk of the PMA is measured as an index relative to the state average in Michigan. The relative risk of crime in a community is an important factor as individuals determine where to live and work.

RIGHT TO WIN CAPTURE RATE

Defined as a composite of the above characteristics that measures an area’s relative “attractiveness” for potential new residents.

A summary of how this data quantitatively impacts potential demand for housing is displayed at the end of this section

1 Affordability Overview: Home Value relative to Median Income



Housing affordability in Marshall is on par with Calhoun County.

Housing affordability is measured as how long the average employee would need to work to be able to afford an average home. Although incomes and home values are roughly 11% higher in Marshall, their ratio is almost identical to that of Calhoun County. In Marshall, the average annual earnings are 40.1% of the median home value. County wide, the average annual earnings are 39.6% of median home value. The Marshall PMA is thus 1.3% more affordable than the county as a whole.

	Median Income	Median Home Value	Income/Home Value Ratio	Affordability compared to Calhoun County
Marshall (PMA)	\$64,429	\$160,576	0.401	1.013
Battle Creek MSA	\$59,656	\$181,979	0.328	0.828
Calhoun County	\$58,032	\$146,551	0.396	1.000

Right to Win Calculation (as inputted into the Data Driven Demand Indicator’s Approach Model):

PMA- 1.013 This indicates that relative to Calhoun County, the PMA is exhibiting housing trends that allow for the average resident to more easily afford their home.

1 Affordability Overview: Property Tax Comparison



Property Taxes in Marshall are the highest amongst nearby communities.

Property taxes for the City of Marshall are higher than that of Albion and Battle Creek. Taxes in the cities are higher compared to their corresponding townships, reflective of the increased levels of public services provided by the municipalities. The City of Marshall’s millage rate is approximately 13.6% higher than Battle Creek and 17.5% higher than the City of Albion.

	2023 Property Tax Rate	2023 Average Annual Taxes (\$200,000, Homestead)
City of Marshall (Marshall School District)	54.4812 Homestead 72.3104 Non-Homestead	\$5,448.12
Marshall Township (Marshall School District)	35.0449 Homestead 52.8741 Non-Homestead	\$3,504.49
City of Battle Creek (Battle Creek Public Schools)	47.9472 Homestead 65.9472 Non-Homestead	\$4,794.72
City of Albion (Marshall School District)	46.5382 Homestead 64.3674 Non-Homestead	\$4,635.82
Albion Township (Marshall School District)	28.8734 Homestead 46.7026 Non-Homestead	\$2,887.34

2 Schools Quality Overview



Marshall Public Schools' graduation rates have fluctuated over the last 12 years but have rebounded and are competing with the top districts in the County once again.

Marshall Public Schools has enrollment of 2,602 students in the 2023-24 academic year. The footprint of the district grew when Albion Public Schools were absorbed into the Marshall School district beginning in the 2013-14 academic year.

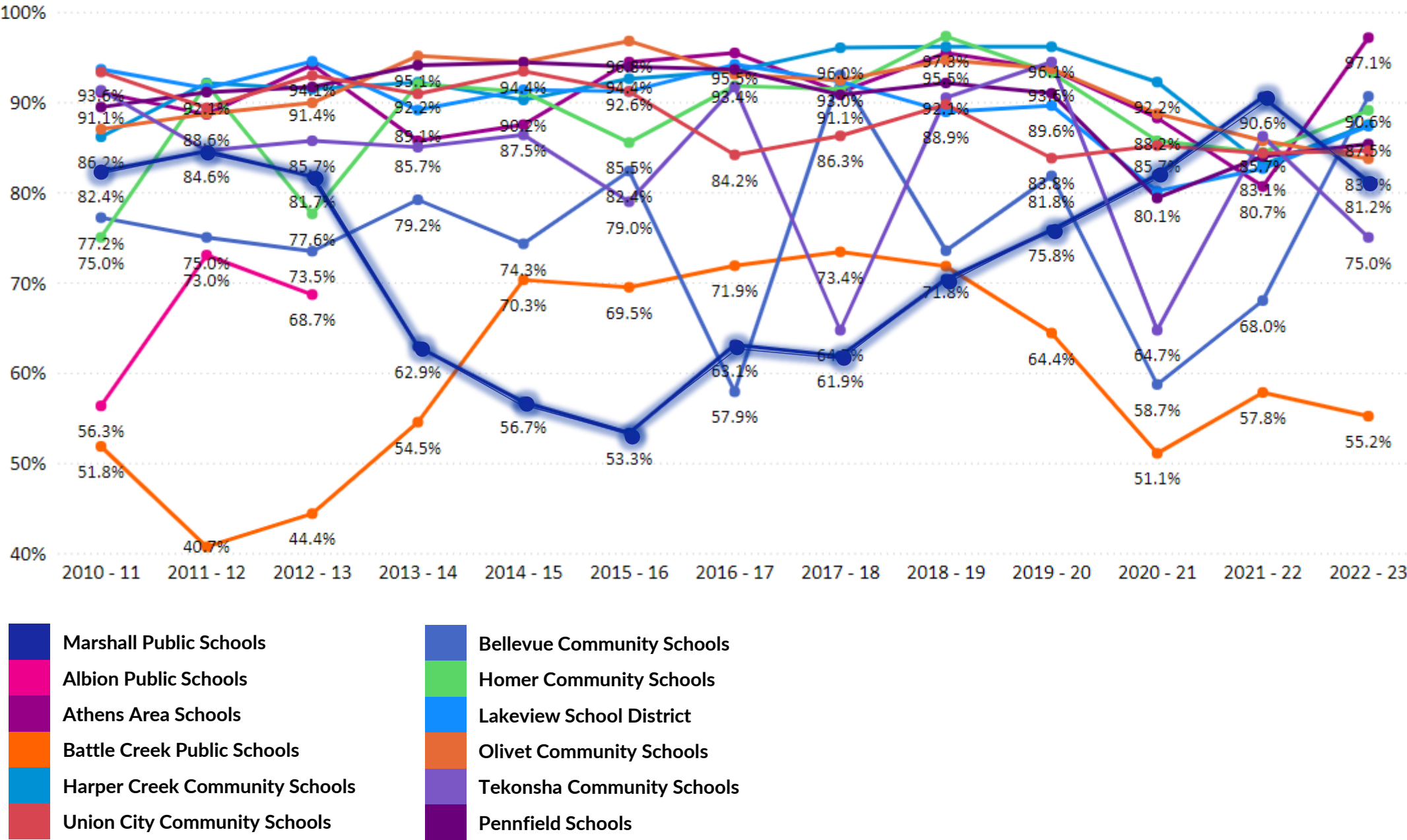
Currently, Marshall schools geographically covers both the City of Marshall and Albion., The district graduated 81.2% of students in the most recent 2022 – 2023 academic year. This is slightly below other local districts. Battle Creek Schools are the most challenged, with only a 55.2% graduation rate. The County graduated 82% of students in the most recent 2022-2023 academic year.

*The Marshall Public Schools trend line includes graduation rate data for Marshall's Opportunity High School. Without the inclusion of this high school, 4-year graduation rates are just over 95%. This percentage was utilized in the Right to Win calculation.

Right to Win Calculation (as inputted into the Data Driven Demand Indicator's Approach Model):

PMA- 1.16 (0.95/0.82)

This indicates that the PMA (95%) is experiencing higher graduation rates relative to Calhoun County (82%).



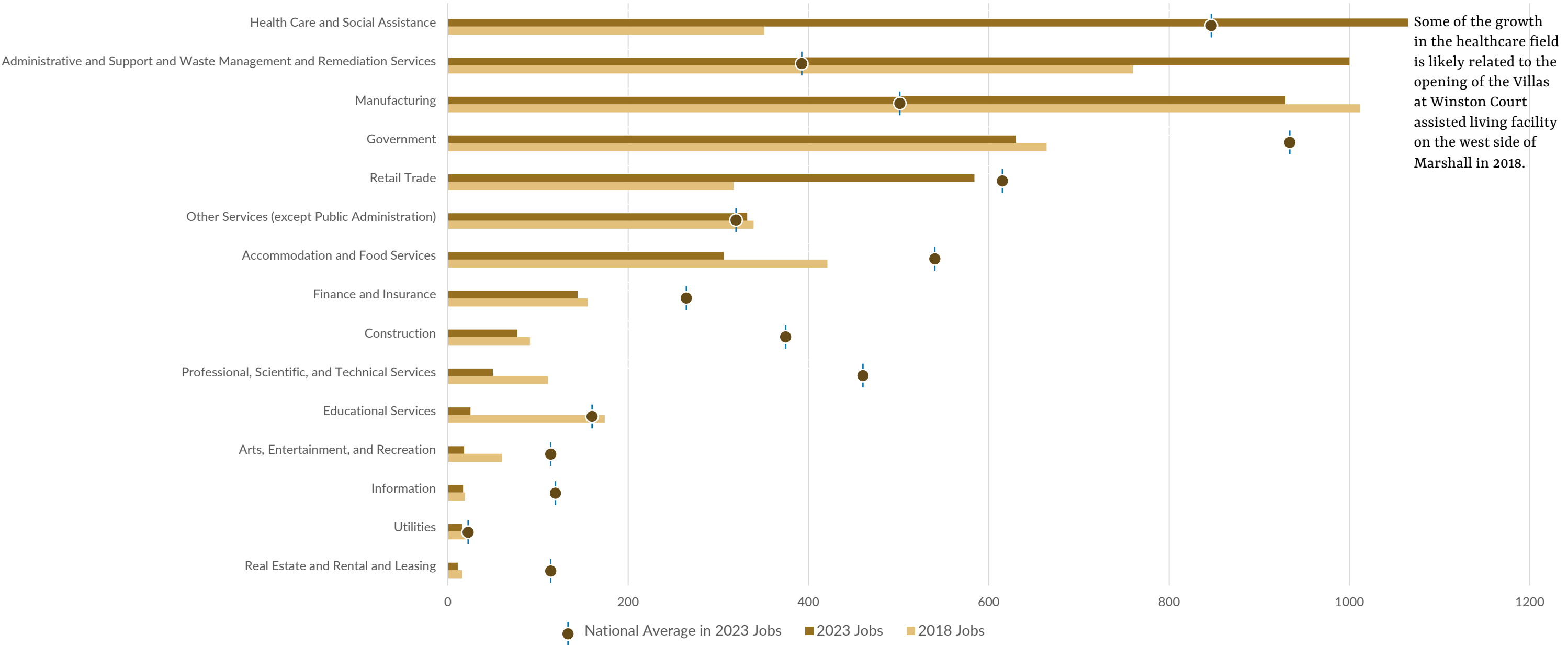
3 Employment Overview: Growth by industry



Marshall's five-year job growth rate was triple that of the United States and expected to cool over the next five years. Overall growth is expected to remain positive, increasing the demand for housing.

From 2018 to 2023, jobs in Marshall increased by 13.2%, rising from 5,748 to 6,506. This increase was higher than the national growth rate of 4.3%. Employment in the healthcare industry sector remains the primary category of employment. Over the next 5 years, the region's employment is projected to grow by 4.2%, adding 306 jobs (non-inclusive of the BlueOval Battery Park project). This projected growth rate is lower than the state's expected growth rate of 5.9%. Additional housing has not been added at a rate that matches this growth, indicating potential demand for new housing units due to employment increases.

Employment By Industry in Marshall



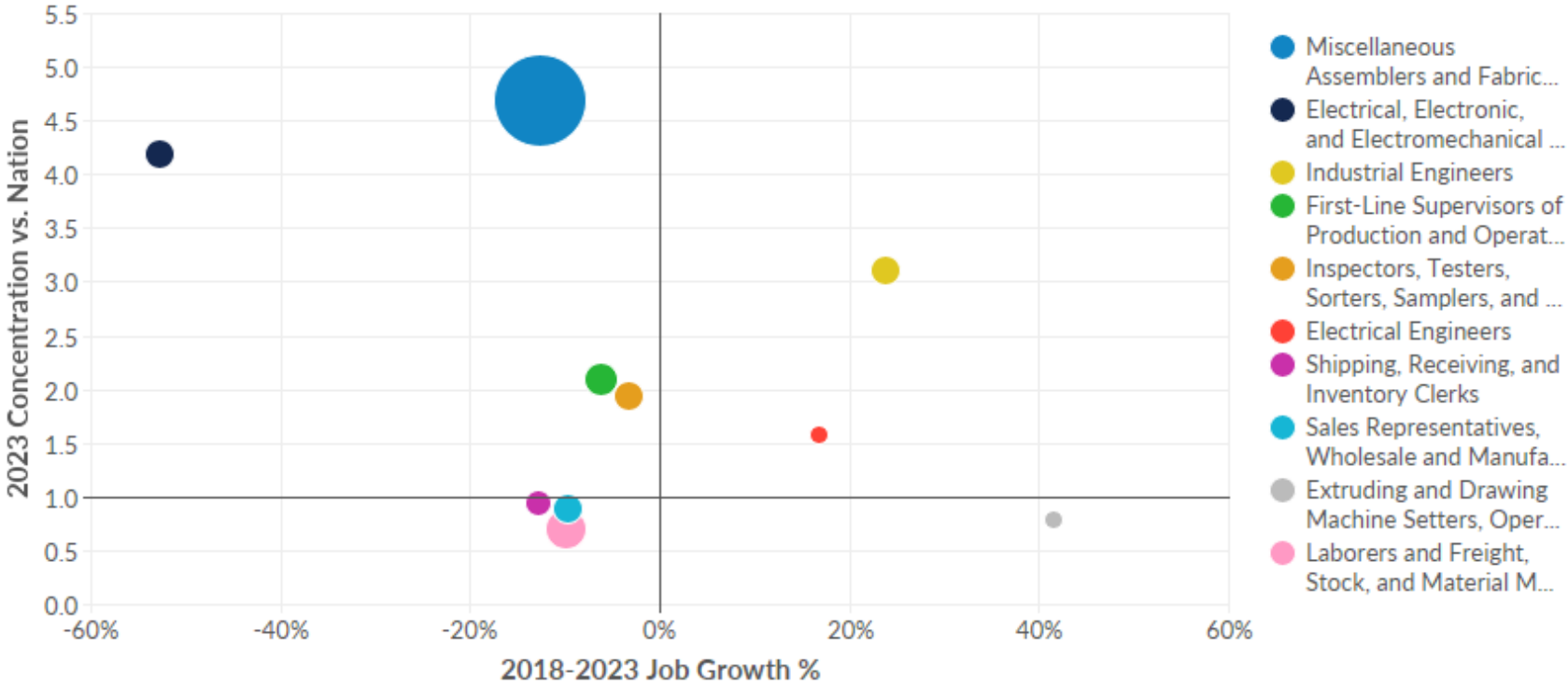
3 Employment Overview: Workforce availability to staff major investments



A new major battery facility is capable of operating with primarily existing regional workforce, potentially dampening the immediate need to import workers from outside regions and delaying the direct impacts on demand for housing.

A major electric vehicle battery plant employs thousands of workers across a diverse range of occupations to ensure smooth and efficient operations.

Due to the specialized nature of the work, locations are carefully scouted to ensure a workforce capable of staffing such a large investment. The Calhoun County region has an overall location quotient (regional density for workers in a specific occupation) for workers in Battery Manufacturing Occupations- **3.19**. This is more than triple the national average.



Occupation	Location Quotient	2018 Employment	2023 Employment*	2028 Projected Employment	Median Hourly Wage
Miscellaneous Assemblers and Fabricators	4.69	2,761	2,409	2,303	\$21.63
Electrical, Electronic, and Electromechanical Assemblers, Except Coil Winders, Tapers, and Finishers	4.19	836	394	378	\$19.36
Industrial Engineers	3.11	286	354	360	\$47.06
First-Line Supervisors of Production and Operating Workers	2.10	521	489	489	\$33.91
Inspectors, Testers, Sorters, Samplers, and Weighers	1.94	413	399	393	\$21.59
Electrical Engineers	1.58	88	103	103	\$49.77
Shipping, Receiving, and Inventory Clerks	0.95	317	277	273	\$18.71
Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientific Products	0.90	460	416	408	\$31.25
Extruding and Drawing Machine Setters, Operators, and Tenders, Metal and Plastic	0.79	12	17	17	\$19.32
Laborers and Freight, Stock, and Material Movers, Hand	0.70	805	725	786	\$17.57
Total	3.19	6,499	5,582	5,509	

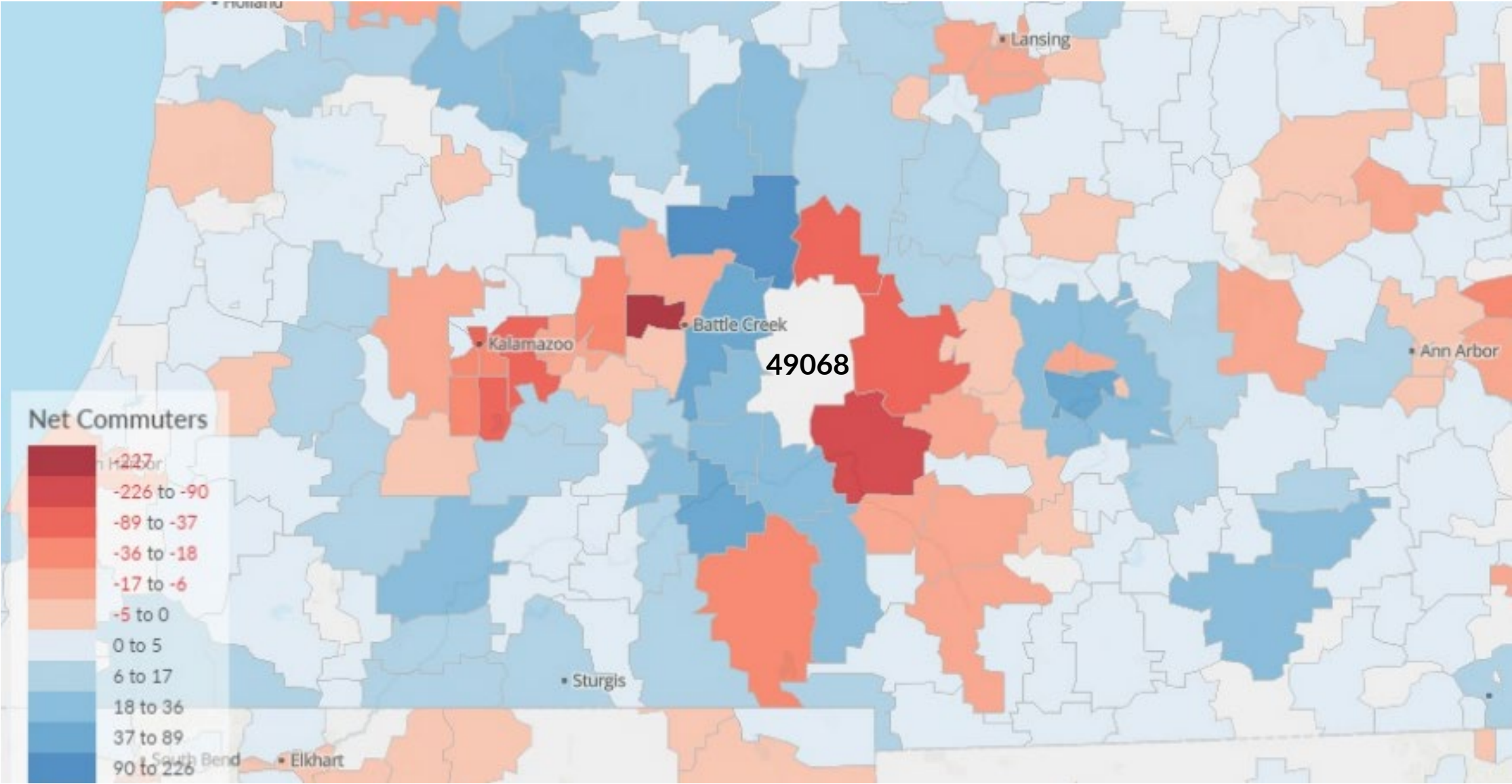
*Employment forecasts for 2028 are projected using Bureau of Labor Statistics data, and do not include BlueOval

3 Employment Overview: Commuter analysis



Marshall’s population includes an even mix of inbound & outbound commuters. The approximately 4,400 workers commuting from the west may be interested in housing in Marshall if attractive options were available.

Commuting patterns are tracked down to the zip code level. The 49068-zip code, which covers the entire city of Marshall and a small amount of the surrounding area, shows that in 2023 the zip had a close balance between inbound and outbound commuters. The zip has 4,363 inbound commuters, primarily coming from zip codes to the west and north of Marshall. The zip has 4,304 outbound commuters, primarily traveling east. Overall, the zip has a net positive inflow of 59 commuters.



ZIP	Inbound Commuters
TOTAL	4,363
All Others	2,641
49014	309
49224	275
49017	212
49015	204
49036	160
49245	142
49037	142
49021	101
49076	90

ZIP	Outbound Commuters
TOTAL	4,304
All Others	2115
49037	370
49224	329
49245	264
49014	263
49017	223
49015	209
49036	180
49076	132
49002	82
49048	65

3 Employment: Measuring Economic Opportunity Across Communities

 Marshall is experiencing low unemployment rates relative to the county and neighboring communities.

The Michigan Department of Technology, Management & Budget tracks labor market information across cities in Michigan. Inherent differences exist in community demographics – some communities have larger proportions of their population below working age or above retirement age, and variations in demographics that alter how many individuals within a household choose to work. For the purposes of benchmarking economic opportunity across communities, the ratio used to determine economic attractiveness measures how many residents within a community that want to work (the labor force) against those that are working (employed) and compares the ratios across communities.

2022 Annual Data	Employed	Unemployed	Labor Force	Unemployment Rate
Marshall	3,726	100	3,826	2.7%
Albion	3,009	253	3,262	8.4%
Battle Creek	21,657	1,275	22,932	5.6%
Calhoun County	56,217	2,755	58,972	4.9%

Economic Opportunity for PMA compared to Calhoun County

The data below is a ratio of Calhoun County Unemployment Rate to PMA Unemployment Rate

PMA- 1.835

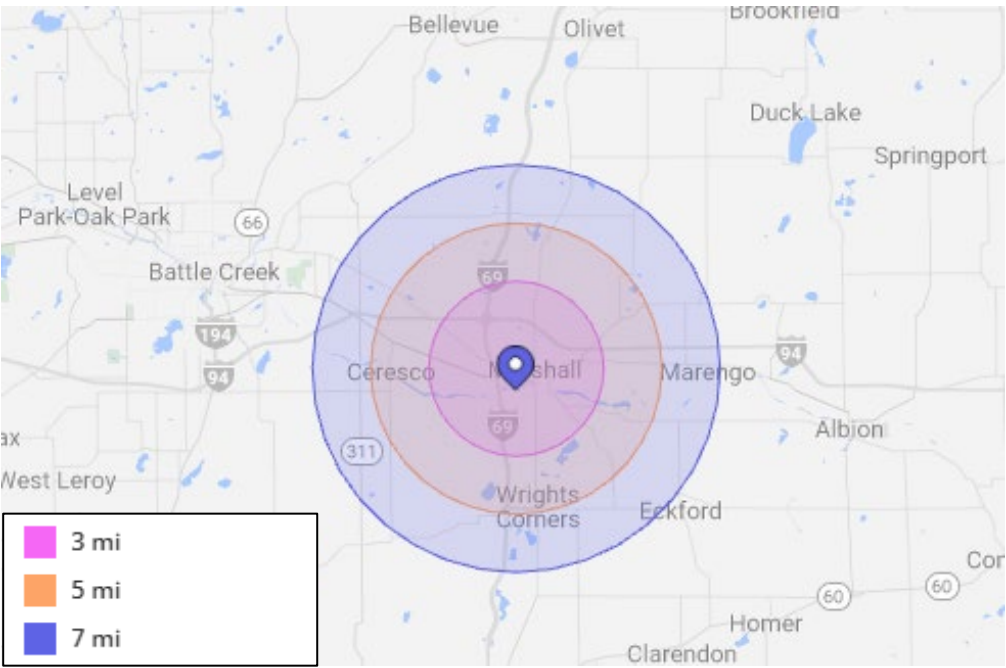
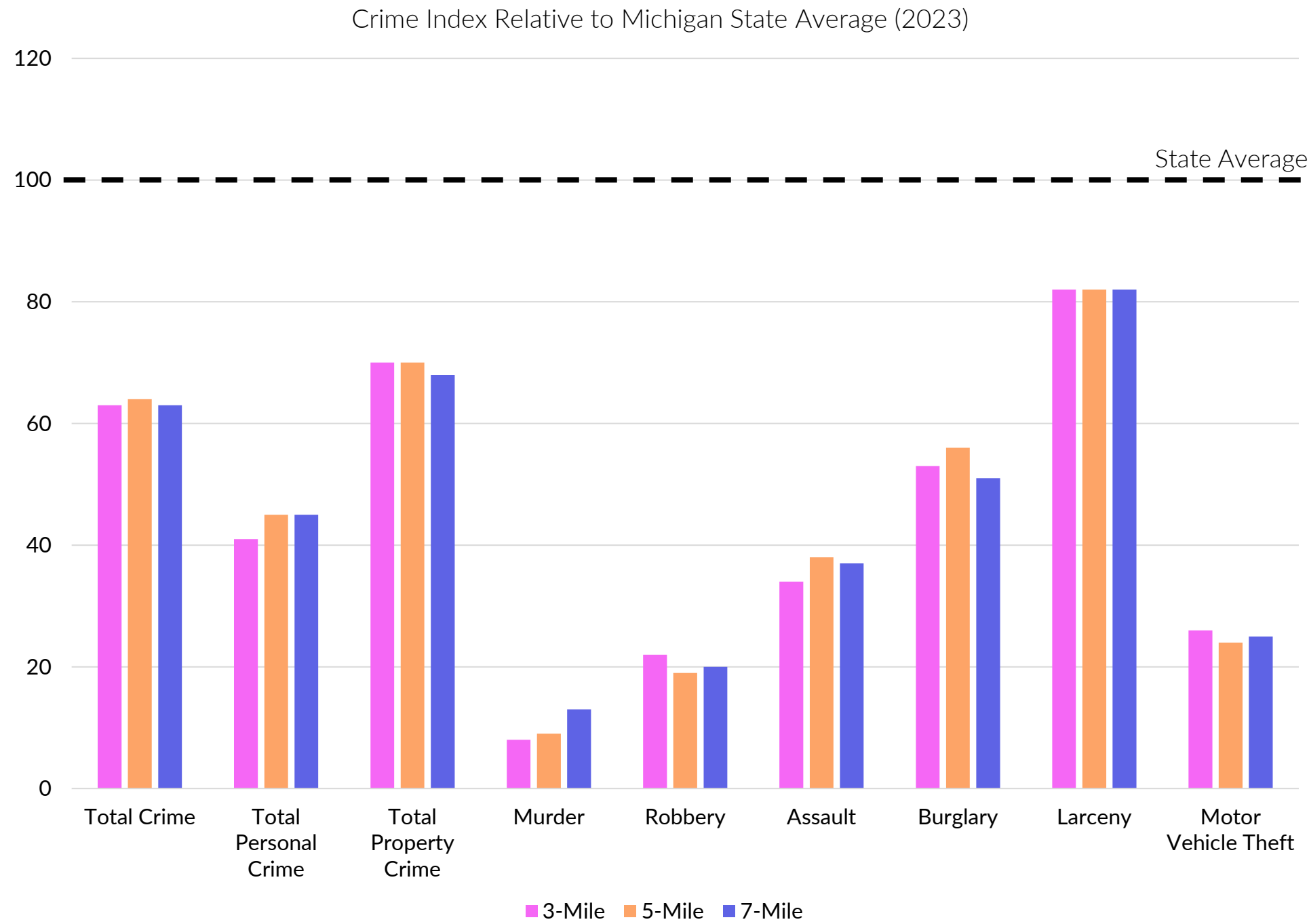
This indicates that relative to Calhoun County, the PMA is experiencing lower rates of unemployment.

4 Crime Overview



Overall crime levels in Marshall during 2023 were nearly 40% below state averages which contributes to its attractiveness to potential residents.

Crime statistics within 3, 5 and 7 miles of Marshall are below state averages. Murders, robberies and Motor Vehicle theft are all significantly below average state levels.



Right to Win Calculation (as inputted into the Data Driven Demand Indicator's Approach Model):

PMA- 1.282
The PMA is experiencing less crime relative to the state (per 1,000 residents).

Conclusions: Socioeconomic Data- Market Support

The chart below summarizes the qualitative data shown on the previous slides and aggregates it to arrive at a **“Right to Win”** score. This score is then utilized as part of the Data Driven Demand Indicator Approach’s *Market Support* calculation.

Metric Definitions-

>= 1 indicates that Marshall compares **MORE** favorably relative to the county for the respective metric

< 1 indicates that Marshall compares **LESS** favorably relative to the county for the respective metric

FACTOR	Right to Win	CONTEXT / CONCLUSION	DEMAND IMPLICATIONS
1 Affordability	1.013	Marshall residents spend less of their income on housing compared to the average resident in Calhoun County. The median income to home value ratio (income/home value) in Marshall is .401 compared to .396 for Calhoun County. Incomes relative to home values in Marshall are higher than they are for the County.	Because incomes are higher relative to home values in Marshall compared to the county, it is easier for a household to afford a home in Marshall than it is in Calhoun County. This makes Marshall more favorable relative to the county on Affordability and increases the estimated number of commuters it may capture in the demand model.
2 Schools*	1.16	Marshall students graduate high school (95%) more frequently than Calhoun County (82%) students at large. This indicates the schools may be perceived as higher in quality on average in Marshall than they are in Calhoun County.	Because the graduation rates for the Marshall school district are better than they are for the combined average for all districts in Calhoun County, Marshall may be considered more favorable than other districts in the county when it comes to School Quality. This increases the estimated number of commuters Marshall may capture in the demand model.
3 Employment	1.835	Unemployment is higher in the county (4.9%) than it is for Marshall (2.7%), indicating that the job market is more favorable for residents in Marshall than it is for the County (more jobs relative to people searching for jobs in Marshall).	Because there are more job opportunities in Marshall when compared to the county, Marshall is more favorable than the county when it comes to Economic Opportunity and therefore increases the estimated number of commuters it may capture in the demand model.
4 Crime**	1.282	Marshall experiences less crimes (42.3 per 1,000) per resident than Calhoun County (54.3 per 1,000). This indicates that public safety in Marshall is better than it is in Calhoun County.	Because there is less crime per resident in Marshall than Calhoun County, Marshall is considered to be more favorable than the county when it comes to Public Safety. This increases the estimated number of commuters Marshall may capture in the demand model.
COMPOSITE AVERAGE:	1.33	Using the conditions above, Marshall is at a competitive advantage to the region	Overall, Marshall is more favorable than the county using the 4 metrics above. This increases the share of commuters that Marshall may capture in the demand model/calculations.

*School quality is measured using a weighted average of all the high school graduation rates in Calhoun County.

**Public safety is assessed using PMA statistics.

Residential Supply Conditions

Defining the Marshall housing market in terms of housing supply and anticipated future supply

MARKET METRICS

- What is happening in the market?
- Are home sales spiking, are they on a decline, and how does Marshall compare to other nearby communities?
- Where is the market oversupplied?
- What are the price ranges that experience the most traction?

CURRENT SUPPLY

- Are there any multifamily hot spots in the market?
- What vacancy rate are each of these properties experiencing?
- When were the properties developed?

RESIDENTIAL PIPELINE

- Residential development projects that are underway or beginning construction soon.
- What type of product is coming on the market?
- Where and at what prices will these units be sold/ rented?
- What is the current residential landscape in the neighborhoods around these proposed developments?

Market Metrics- Macroeconomic conditions



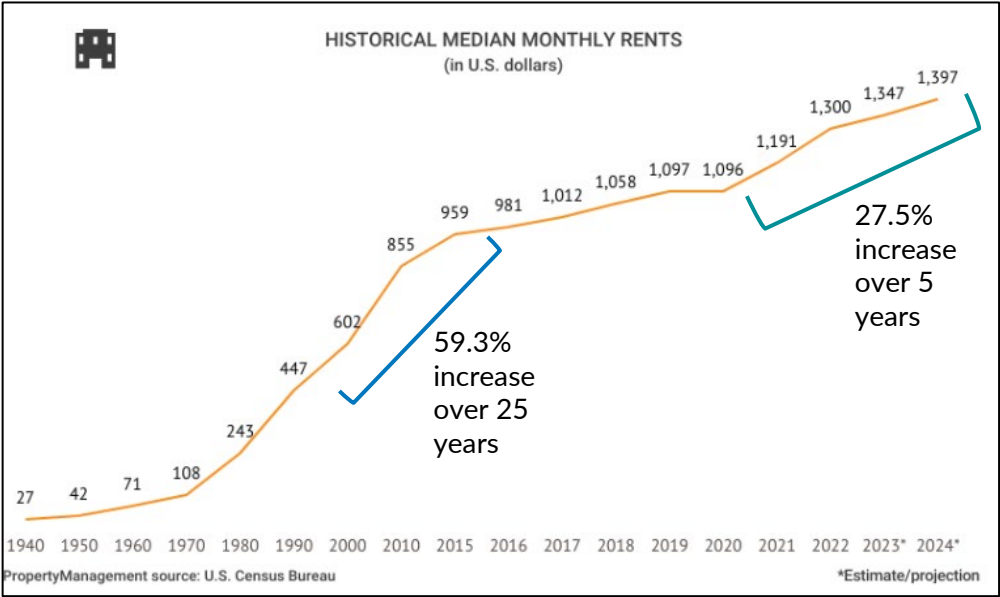
For-rent housing has seen an uptick in development, as for-sale housing continues to face affordability headwinds which have limited supply.

The residential market is facing headwinds across the nation as a result of several economic conditions that make the development and financial feasibility of housing more challenging for builders and homeowners/ renters alike.

Increasing interest rates

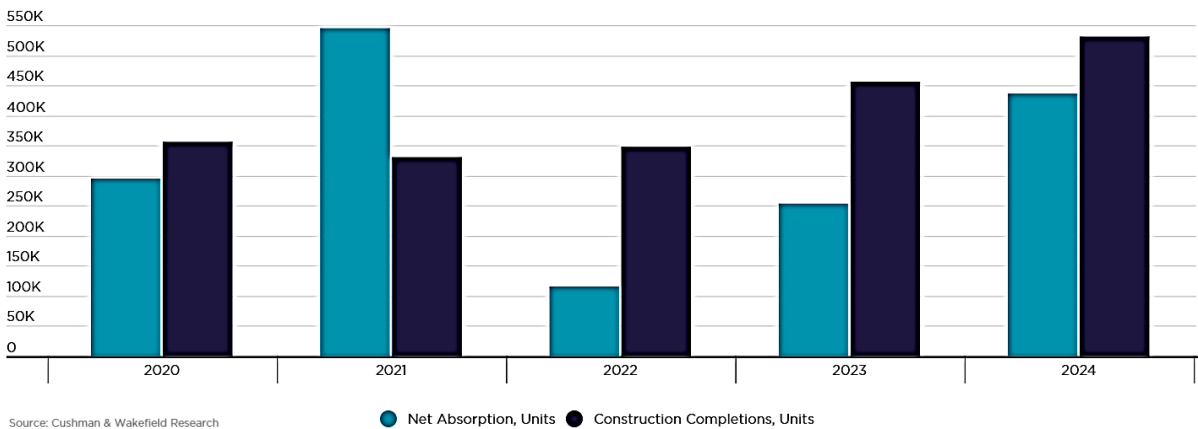


The average 30-year fixed mortgage rate reached an all-time low of 2.65% in January 2021, which spurred a surge in home buying and refinancing activities. However, as the Federal Reserve began raising rates to combat inflation, mortgage rates climbed sharply, peaking at 7.79% in October 2023. This increase in rates has made borrowing more expensive, leading to a slowdown in home sales and a decline in housing affordability. Higher interest rates have also affected the supply side of the market. Builders have faced higher financing costs, which has slowed down new construction projects. This has contributed to a persistent shortage of housing inventory, further driving up home prices.



Over a 25-year period at the turn of the century, rents increased by close to 60%. In just 5 years following the pandemic, median rent across the US has seen an increase of 27.5%. Demand for rental housing as an affordable housing alternative to for-sale housing has contributed to escalating rents.

SPACE DEMAND / DELIVERIES

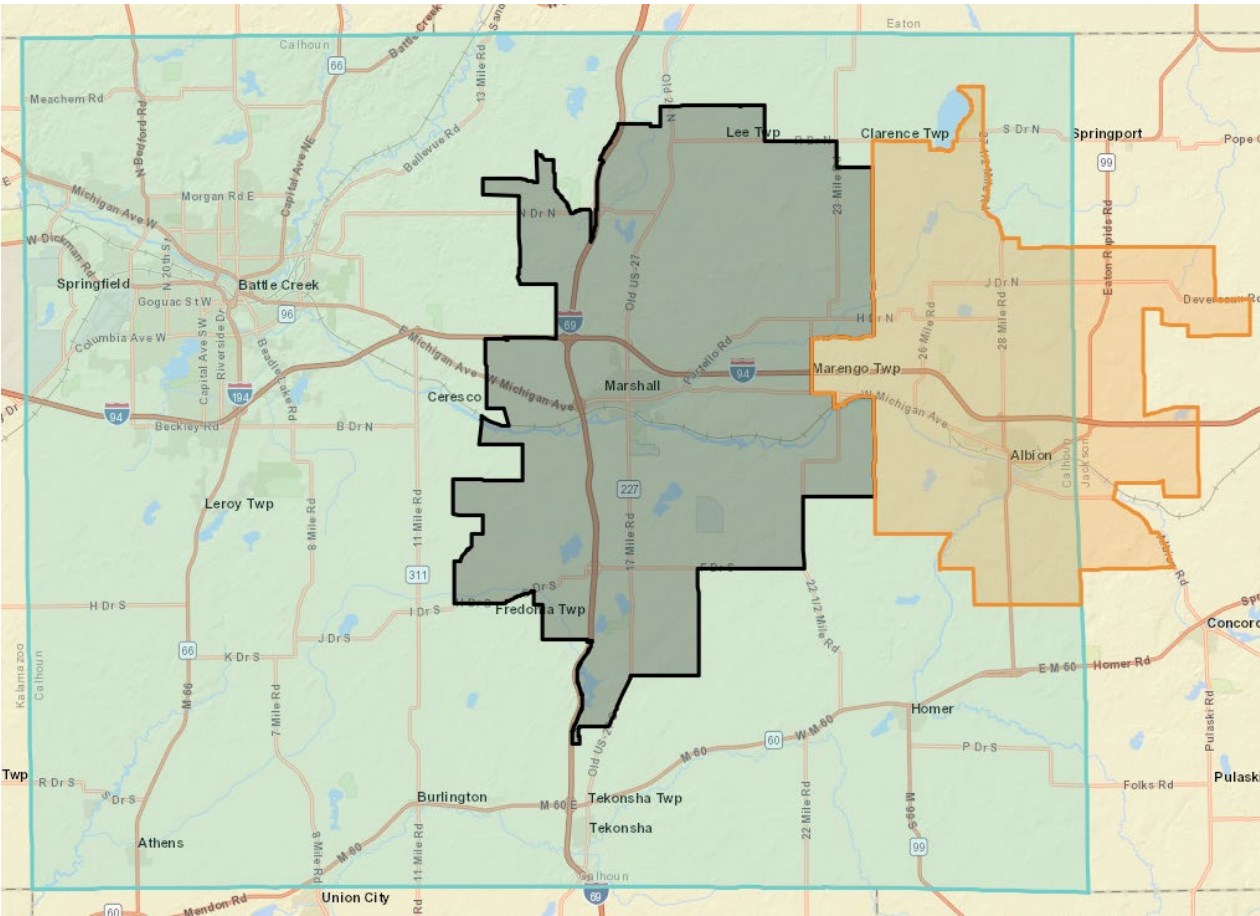


The pandemic initially caused a slowdown in construction and leasing activities, but the market has since rebounded strongly. In 2024, the U.S. multifamily sector saw a record absorption of over 436,000 units, a 72% increase from 2023. This surge in demand was driven by households feeling more financially secure and forming new renter households. Despite the high demand, the national vacancy rate climbed to 8.9% in the fourth quarter of 2024, the highest level since 2000, due to the delivery of more than 530,000 new units. However, construction activity has decreased by 40% from its peak, indicating a tighter supply environment in the coming years. Rent growth has remained limited, fluctuating between 1.5% and 2.0% since mid-2023, with landlords increasingly offering concessions to attract renters. Overall, the multifamily housing market has shown resilience and adaptability in the face of the pandemic, with strong demand and significant new deliveries shaping the current landscape.

Market Metrics - For Sale Product

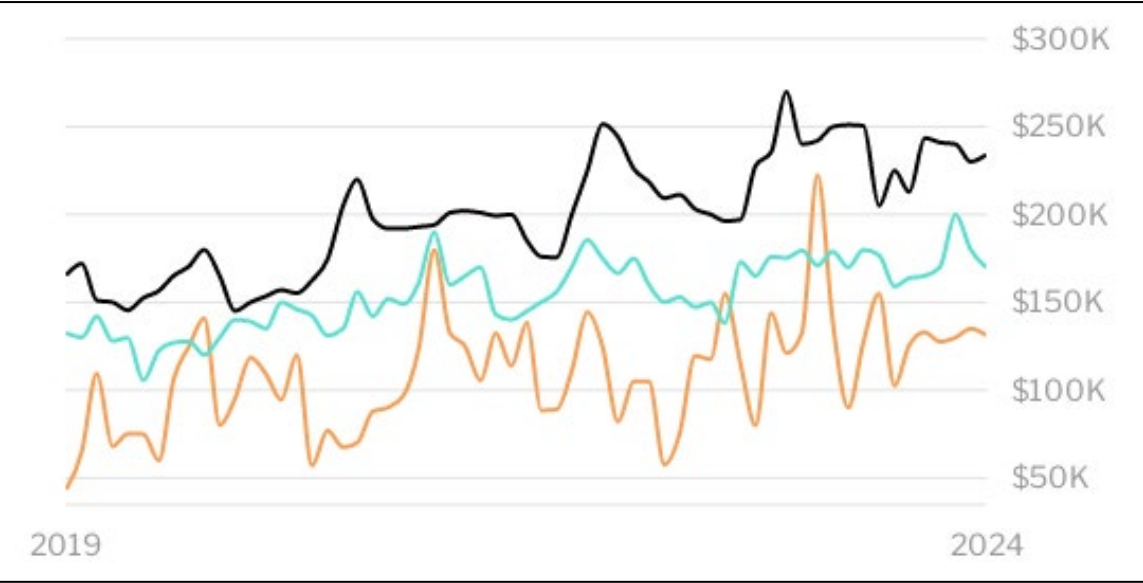


Marshall home values rose steadily over the last 5 years and the average days on market declined which is a possible indication of supply constraints.



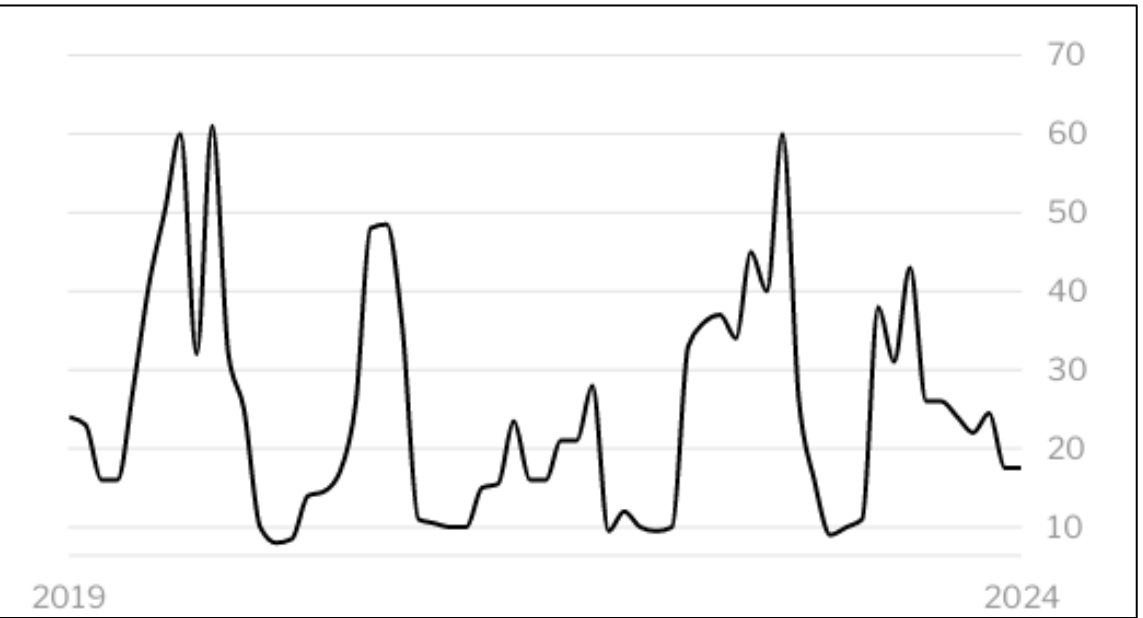
Location	Median Sale Price	YoY Median Sale Price Growth	Median PSF	Homes Sold (July 2024)	Median Days on Market
Marshall	\$230,000	14.8%	\$150	37	18
Albion	\$143,250	10.2%	\$111	30	34
Calhoun County	\$180,000	2.7%	\$137	124	15

Median Sale Price over last 5 years



Over the last five years, the median sale price for single family homes has increased almost 42% (from \$165,500 to \$234,000). The Marshall market has generally mimicked trends in the County.

Median Days on Market



Days on market is a good indicator of market trends. Shorter median days on market is a signal of strong demand and or, low supply.

Market Metrics- For Rent Product



Marshall’s low relative vacancy rate may be indicative of an opportunity in the housing market.

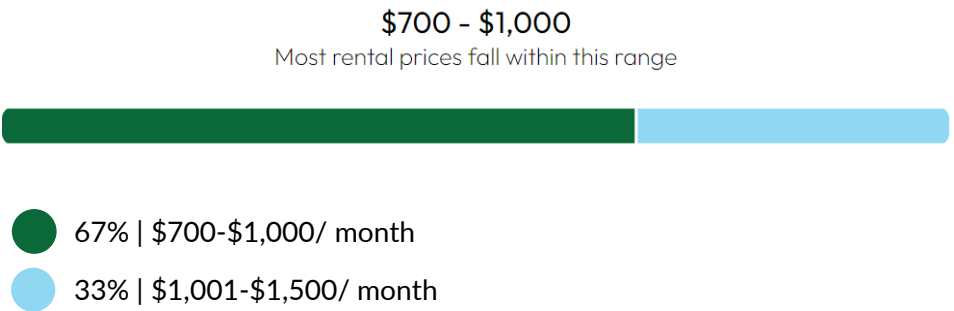
Marshall competes with Battle Creek for residents. Located just 20 minutes northeast of Marshall, Battle Creek will likely capture those looking for an affordable, updated for-rent housing solution. Marshall can compete with Battle Creek by increasing the supply of new housing product, capitalizing on its small-town feel, its lower-than-average crime rates, school district performance, and proximity to new employment centers.

Understanding supply and demand in the rental market helps to guide recommendations for potential demand in the demand model outlined further in the report.

Marshall

In the past year, rent has increased by 4.1%, which averages out to \$37 more per month.

Apartment Type	Average Rent	Average SF	Supply
Studio	\$757/ month	329 SF	~ 13 units
One Bedroom	\$898/ month	736 SF	~ 161 units
Two Bedroom	\$1,029/ month	925 SF	~ 329 units (including condos)
Three Bedroom	\$1,239/ month	1,250 SF	~ 11 units

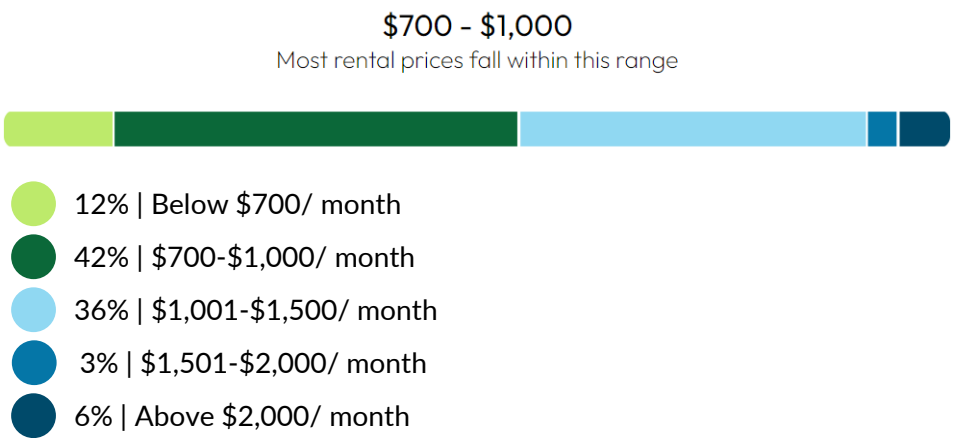


Vacancy Rate:
2.5%

Battle Creek

In the past year, rent has increased by 5.7%, which averages out to \$54 more per month.

Apartment Type	Average Rent	Average SF	Supply
Studio	\$722/ month	430 SF	~ 441 units
One Bedroom	\$942/ month	693 SF	~ 2,334 units
Two Bedroom	\$1,189/ month	993 SF	~ 2,650 units
Three Bedroom	\$1,362/ month	1,205 SF	~ 820 units



Vacancy Rate:
5.9%

Market Metrics- Building Permit Data

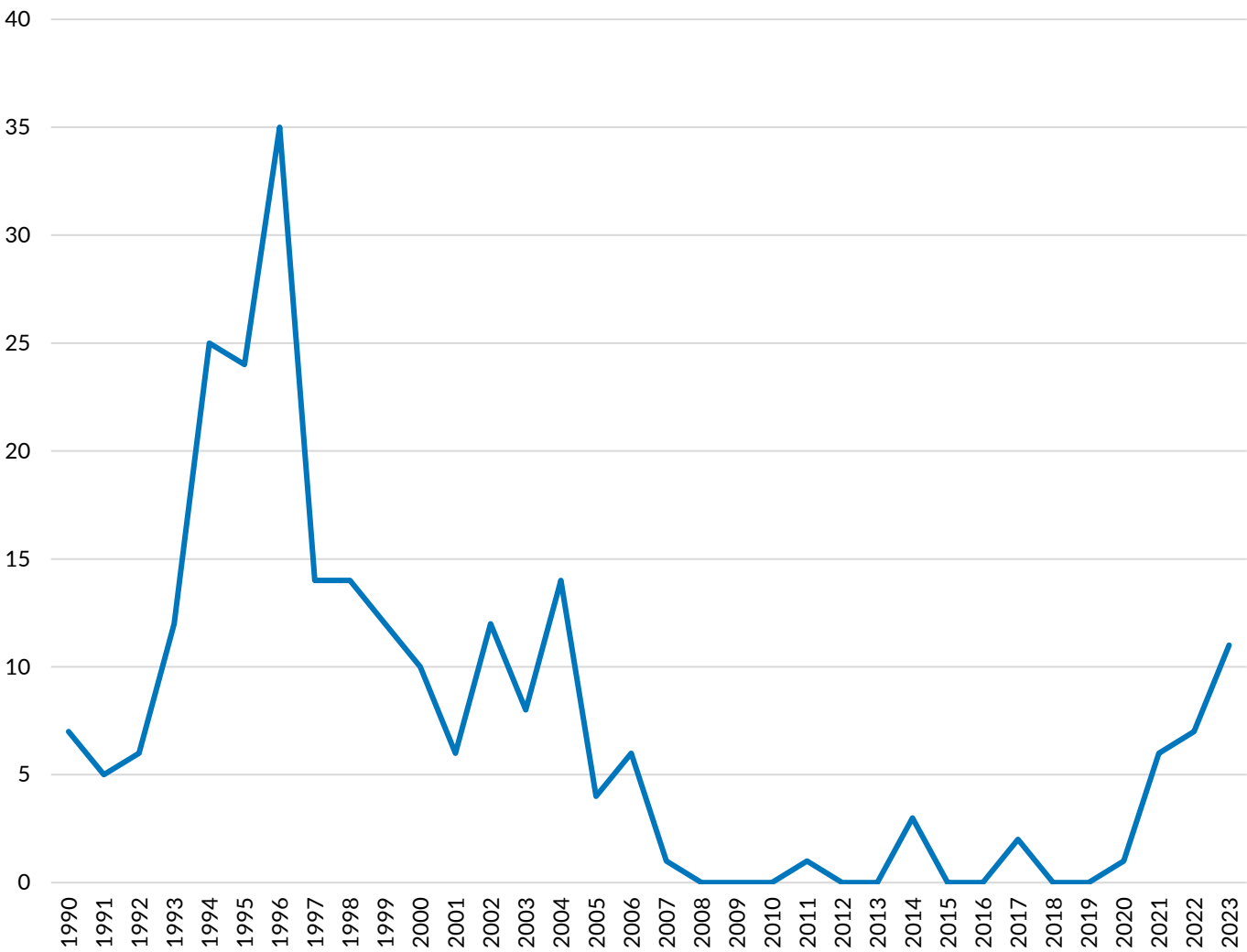


Historic building permit data reveals development trends and establishes context for future development. Based upon historical data, Marshall averaged 8 single family units/year, and 9 multifamily units/ year.

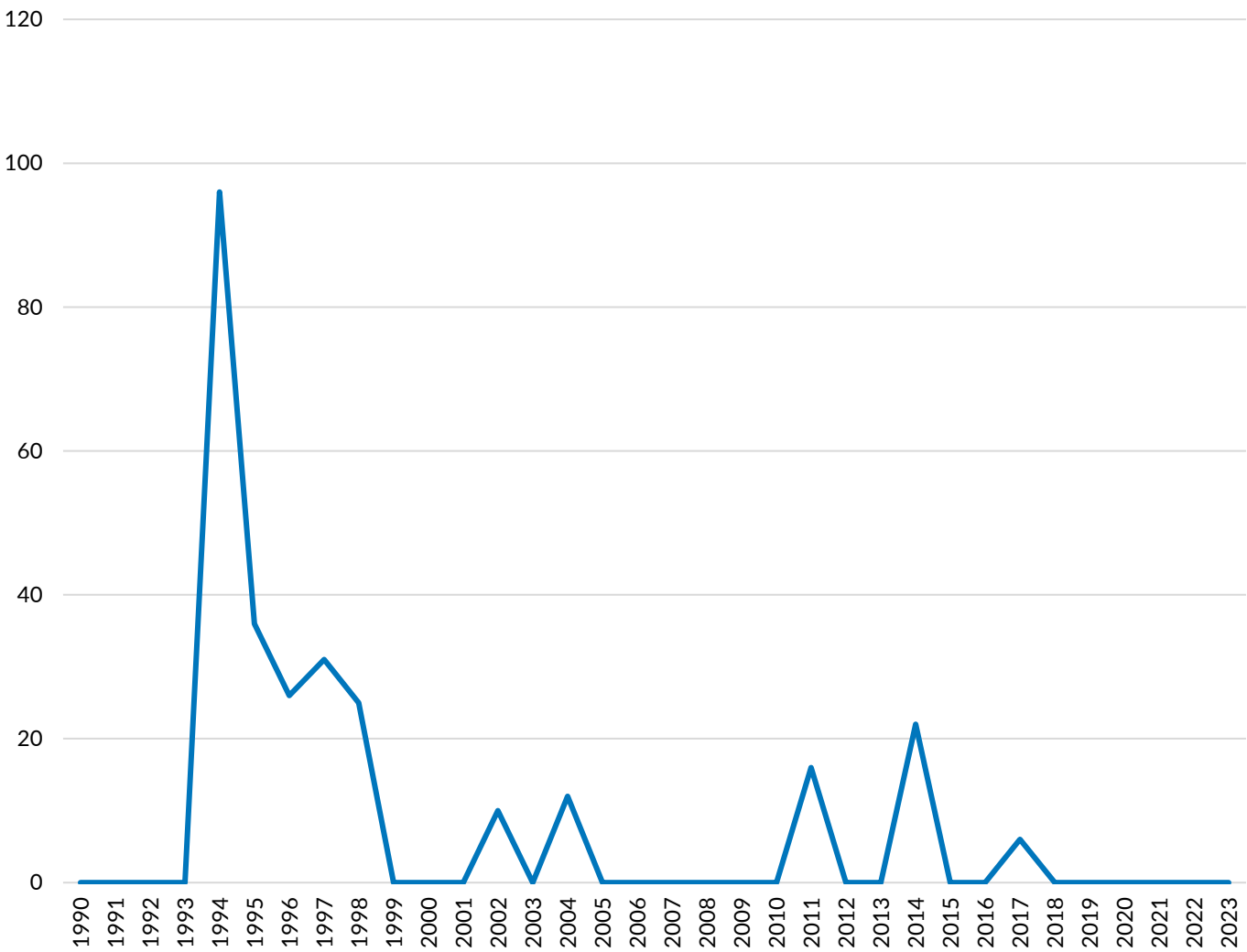
Single Family building permit trends spiked between 1995-1997, with approximately 70 homes being built within those 3 years. As such, this puts the housing product today at close to 30 years old. Since 1997, there have been two development spikes, one in 2005 with approximately 13 homes and in 2023 with 11 homes.

Multifamily building permit trends, like Single Family, spiked between 1995-1997. The year 1995 saw the greatest spike with close to 100 units developed. This correlates with the development of one of Marshall’s largest condominium communities, Brewer Farms, which was developed throughout the 1990s and is comprised of approximately 136 units. Small development spikes in the early 2000s included assisted living/ senior housing units.

Single Family Units



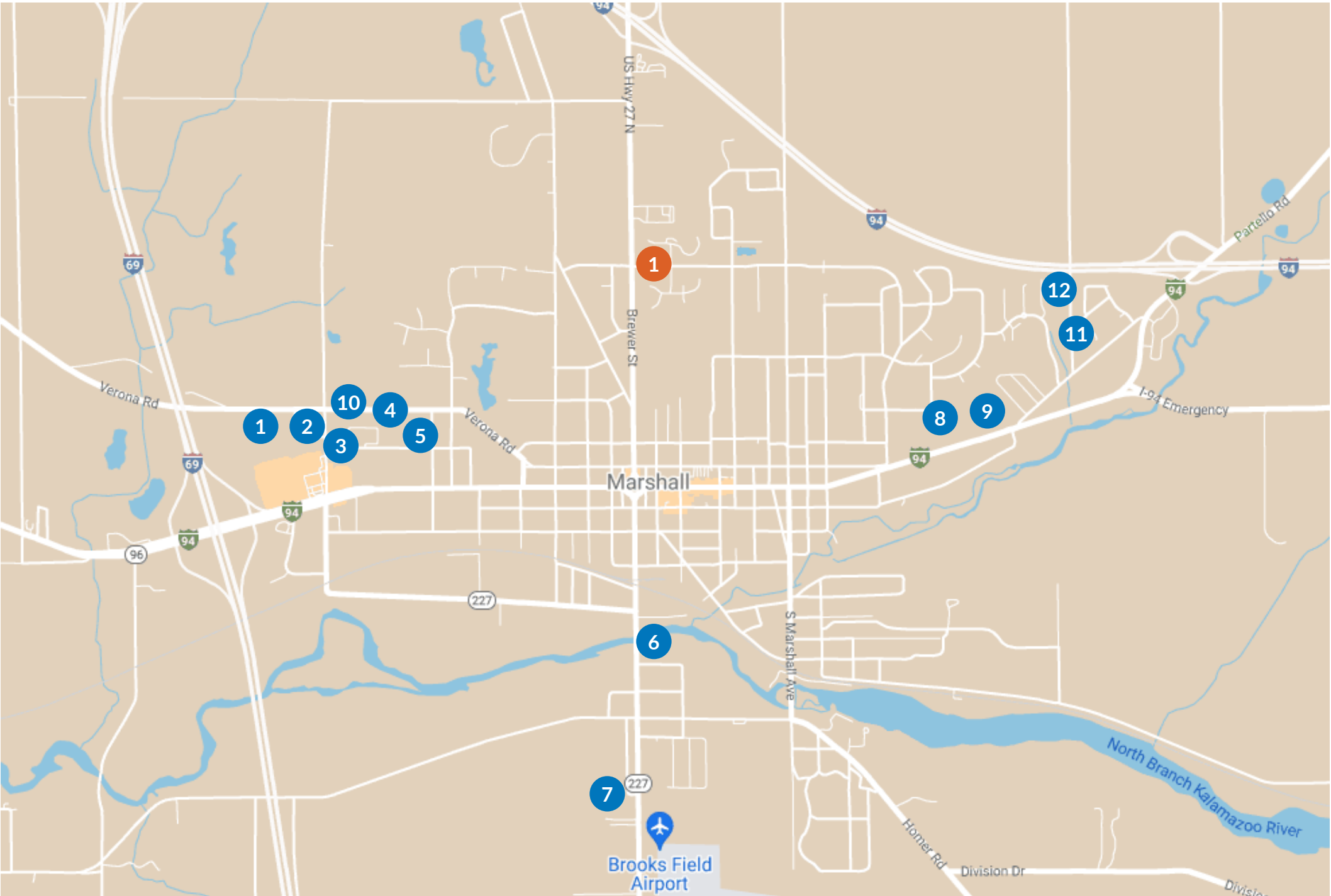
Multifamily Units



Current Supply Map



Multifamily rentals are generally on the outskirts of the City of Marshall about a 30-minute walk to downtown. Historic development patterns favored development of single family/ for-sale product over multifamily/ for-rent in the most desirable locations.



For Rent Multifamily

1	McClellan III Estates Apartments 72 units
2	Ashgrove Apartments 52 units
3	Village Green 54 units
4	Sheridan Apartments 32 units
5	McClellan Estates Apartments 72 units
6	Riverside Apartments 35 units
7	Fairway Meadows 22 units
8	Meadows on Michigan Ave 80 units
9	Meade Apartments 24 units
10	Waldon Pond Condominiums 71 units
11	Foxcroft Apartments 20 units
12	The Flats of Pratt Park 16 units
Total- 631 Units	

For Sale Multifamily

1	Brewer Farms Condominiums (for-sale) 136 units
Total- 136 Units	

Current Supply- Multifamily



Vacancies remain low in Marshall’s multifamily housing stock despite aging product. The number of units available tends to be no more than 3 units per property across the city.

1



McClellan Estates III Apartments	
Address	15881 McClellan Dr
Unit Mix	(2) 1 bed/ 1 bath @ 700 SF (70) 2 bed/ 1 bath @ 960 SF Total- 72 units
Vacancy	1.4% (1 unit)
Built	1987
Pricing	\$1,000 - \$1,110/ month

2



Ashgrove Apartments- AFFORDABLE	
Address	201 West Dr N
Unit Mix	(6) Studio/ 1 bath @ 288 SF (36) 1 bed/ 1 bath @ 576 SF (8) 2 bed/ 1 bath @ 871 SF (2) 2 bed/ 2 bath @ 900 SF Total- 52 units
Vacancy	3.8% (2 units)
Built	1979
Pricing	\$725 - \$1,000/ month

3



Village Green Apartments	
Address	200 West Dr N
Unit Mix	(9) 1 bed/ 1 bath @ 600 SF (45) 2 bed/ 1 bath @ 932 SF Total- 54 units
Vacancy	5.5% (3 units)
Built	1976
Pricing	\$795 - \$895/ month

Current Supply- Multifamily



Data gathered on rents indicates that existing supply provides housing options for that segment of the population making up to 120% of median household income in the PMA.

4



Sheridan Apartments	
Address	1150 Arms St
Unit Mix	(16) 1 bed/ 1 bath @ 795 SF (16) 2 bed/ 1 bath @ 915 SF Total- 32 units
Vacancy	3.1% (2 units)
Built	1986
Pricing	\$880 - \$980/ month

5



McClellan Estates Apartments	
Address	1120 Arms St
Unit Mix	(27) 1 bed/ 1 bath @ 847 SF (1) 2 bed/ 1 bath @ 945 SF (44) 2 bed/ 2 bath @ 970 SF Total- 72 units
Vacancy	1.4% (1 units)
Built	1962
Pricing	\$1,040 - \$1,165/ month

6



Riverside Apartments	
Address	312 Crary St
Unit Mix	(3) Studio/ 1 bath @ 380 SF (1) 1 bed/ 1 bath @ 500 SF (30) 2 bed/ 1 bath @ 785-800 SF (1) 3 bed/ 1.5 bath @ 1,250 SF Total- 35 units
Vacancy	8.6% (3 units)
Built	1968
Pricing	\$750 - \$1,250/ month

Current Supply- Multifamily



The current rental supply is aged, nearing 50+ years old and does not include the amenities now included in most modern rental communities.

7



Fairway Meadows Apartments- AFFORDABLE	
Address	406-408 Fairway Mdws
Unit Mix	(2) 1 bed/ 1 bath @ 820 SF (10) 2 bed/ 2 bath @ 1,050 SF (10) 3 bed/ 2 bath @ 1,156 SF Total- 22 units
Vacancy	9.1% (2 units)
Built	2002
Pricing	\$895 - \$995/ month

8



Meadows on Michigan Ave Apartments	
Address	861 E Michigan Ave
Unit Mix	(4) studio/ 1 bath @ 350 SF (52) 1 bed/ 1 bath @ 750-850 SF (16) 2 bed/ 1 bath @ 850 SF (8)2 bed/ 1.5 bath @ 1,050 SF Total- 80 units
Vacancy	2.5% (2 units)
Built	1964
Pricing	\$800 -\$1,300/ month

9



Meade Apartments	
Address	901 E Michigan Ave
Unit Mix	(16) 1 bed/ 1 bath @ 684 SF (8) 2 bed/ 1 bath @ 832 SF Total- 24 units
Vacancy	4.2% (1 unit)
Built	1979
Pricing	\$850 - \$900/ month

Current Supply- Multifamily



Relative to the rest of the market, condominiums are the most expensive multifamily product type in Marshall. Limited availability suggests that this style product is desirable likely because of its value for size.

10



Waldon Pond Condominiums (For-Rent)	
Address	1257 Arms St
Unit Mix	(71) 2 beds/ 1.5 baths @ 1,080 SF Total- 71 units
Vacancy	1.4% (1 unit)
Built	1976
Pricing	\$980 - \$1,500/ month

11



Foxcroft Apartments	
Address	511 18 ½ Mile Rd
Unit Mix	(20) 1 bed/ 1.5 baths Total- 20 units
Vacancy	0%
Built	Unknown
Pricing	\$900/ month

12



Flats of Pratt Park	
Address	1201 Grove Ct
Unit Mix	(8) 2 bed/ 2 bath @ 1,025 SF (8) 3 bed/ 2 bath @ 1,150 SF Total- 16 units
Vacancy	0%
Built	2011
Pricing	\$1,200 - \$1,500/ month

Current Supply- Townhomes/ Condominiums



Relative to the rest of the market, condominiums are the most expensive multifamily product type in Marshall. Limited availability suggests that this style product is desirable likely because of its value for size.

1



Brewer Farms Condominiums (For-Sale)	
Address	Butler Ct off of US 27
Unit Mix	(136) 2 beds/ 2 baths @ 1,200 SF Total- 136 units
Available	2.2% (3 units)
Built	Phased development in the 1990s
Pricing	\$195,000 - \$225,000 (resale)

** Brewer Farms is one of Marshall's most sought-after housing options and their resale values have remained high throughout the last 30 years.*

Residential Pipeline



Phase I of a new multifamily development is anticipated to create new housing units. Pricing metrics were not publicly available for the units.

Housing developers, Grand City Capital and Indigo Design and Development, voiced their support of the rezoning efforts to allow for the development of the BlueOval Battery Park just west of I-69 in Marshall Township. In their letter of support, they discussed their dedication to the growing community needs for housing and are anticipating the need for affordable, sustainable, and attractive housing options for new residents.

As a follow-up to the rezoning approval, Grand City Capital and Indigo Development provided the City of Marshall with anticipated housing development schematics and unit counts. The preliminary findings from these documents are provided below.



- Groundbreaking Spring 2025
- New construction apartment community
- Featuring a mix of unit styles and sizes
- Developed in partnership with Grand City Capital, LLC

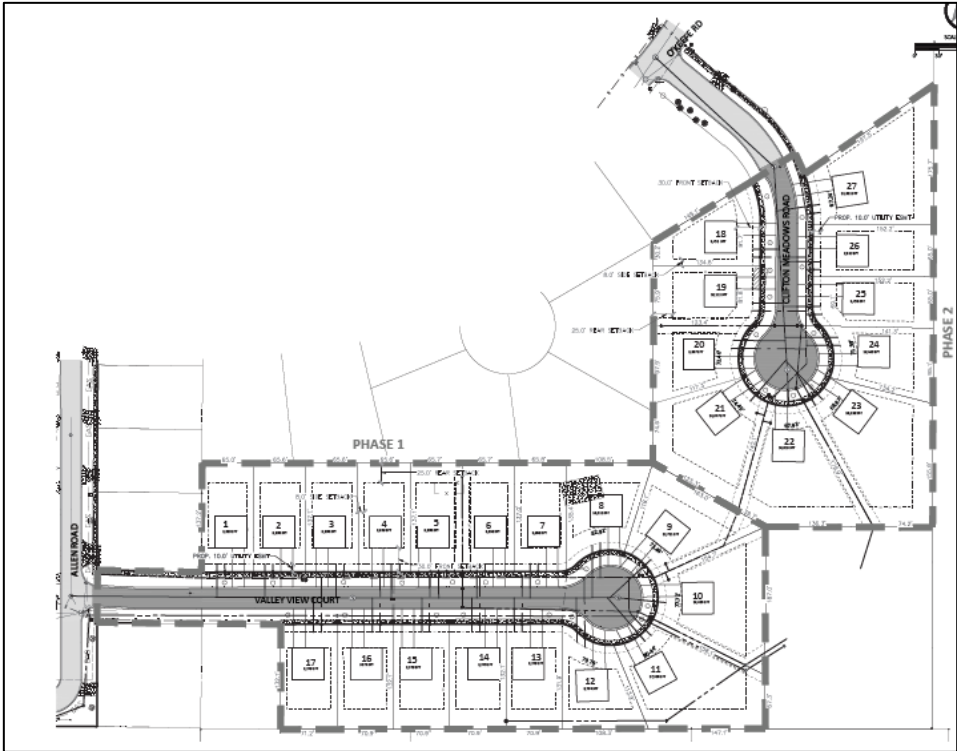
Residential Pipeline



Resale housing is selling for between \$340,000 - \$390,000 in the neighborhood immediately adjacent to Valley View. Just north on Forest Street, new builds are selling between \$285,000 - \$310,000.

Valley View Development

Project Overview:
of units: 27 single family/ condominium subdivision
Pricing: \$200,000 - \$300,000+
Size: 1,400 - 2,200 square feet
Floorplans: 3-5 bedrooms; 2-3 bathrooms
Builder: Allen Edwin Homes
Anticipated Completion: December 2025



Nearby home sales in the last 12-18 months:

The neighborhood can command upwards of \$340,000 - \$390,000. These homes are all selling at approximately \$111 - \$145/ SF. These homes are located on O'Keefe Road and Julia's Place.



Sold: February 28, 2024
Sale Price: \$365,000 (5% below list price)
Days on Market: 11



Sold: September 28, 2023
Sale Price: \$391,000 (2% above list price)
Days on Market: 38



Sold: March 22, 2024
Sale Price: \$339,000 (9% below list price)
Days on Market: 25

Residential Pipeline



The Forest St Extension has already begun, and housing prices are pushing \$300,000 for 3-4-bedroom single family homes. This neighborhood is located north of downtown Marshall and is secluded from major throughfares and commercial development.

Forest St Extension Development

Project Overview:
of units: 17 single family
Pricing: \$200,000 - \$300,000+
Builder: Allen Edwin Homes



Nearby home sales in the last 12-18 months:

The homes presented below are previously constructed homes by Allen Edwin Homes. These are a good indicator of what the additional product will look like and sell for. Previous home sales have been between \$285,000 - \$310,000. These homes are all selling at approximately \$164 - \$170/ SF. All of these homes are located on Forest Street.



Sold: May 10, 2024
Sale Price: \$284,900 (\$164/ SF)
Days on Market: 127



Sold: February 23, 2024
Sale Price: \$309,900 (\$170/ SF)
Days on Market: 14



Sold: February 23, 2024
Sale Price: \$309,900 (\$170/ SF)
Days on Market: 165



Sold: March 12, 2024
Sale Price: \$309,900 (\$169/ SF)
Days on Market: 71

Residential Pipeline



Norfolk has had success in the mid- to high- 200s range for housing (single family and townhomes) in this part of the market. However, there are unoccupied townhome units currently being marketed for sale (365+ days on the market).

Emerald Hills Development

Project Overview:

- # of Single-Family Outlots: 3 units
- # of Single-Family Lots: 95 units
- # of Ranch Duplexes: 62 units
- # of 2-Story Duplexes: 70 units
- # of 12-unit apartment buildings: 2 (24 units)
- # of 24- unit apartment buildings: 4 (96 units)

Program Total: 350 units

New build comparables:



Townhome-style

Sold: July 8, 2024

Sales Price: \$249,999 (\$153/ SF)

Days on Market: 295



Single Family

Sold: June 7, 2024

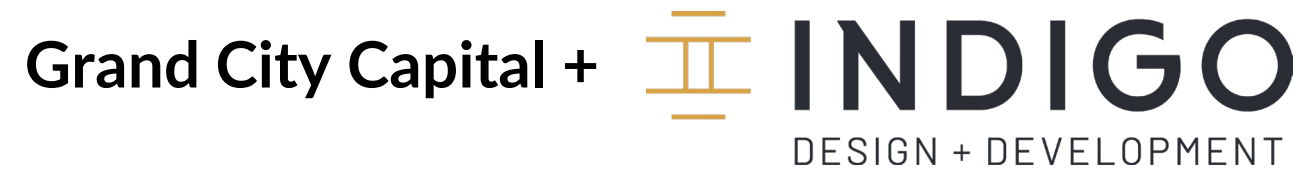
Sales Price: \$290,000 (\$207/ SF)

Days on Market: 181



Real Estate Practitioner and Stakeholder Field Interviews

PMR conducted field interviews with the below City of Marshall stakeholder groups.



Norfolk Homes



Government assistance has become critical for developers seeking to deliver housing as a result of high finance, construction and labor costs.

Future Supply Conditions

- Norfolk has significant development plans for the land currently known as Emerald Hills Golf Course, just south of downtown Marshall.
- They are currently developing in the northeast corner of the site, including four duplexes and six houses.
 - The houses were immediately absorbed by the market; however, the for-sale duplexes have not experienced the same absorption rate.
- The Emerald Hills community is within a Neighborhood Improvement Authority (NIA), a mechanism providing for public investment in infrastructure. This mitigates upfront capital requirements for residential developers seeking to make deals pencil with economic headwinds including high interest rates, inflated costs, and weak supply of labor. The city is paid back through tax collections of built and sold homes.
- Housing in the \$250,000 to \$260,000 range was not selling in this location within the market, the range garnering the strongest traction is between \$180,000 - \$190,000, however these prices do not pencil for Norfolk in Marshall due to higher-than-average labor costs.

Experience in Jackson and how they are promoting homeownership

- Norfolk is participating in the 100 Homes Program in Jackson which is intended to promote homeownership for those who make at or below 120% of AMI, among other eligibility parameters.
- Norfolk develops the homes to be priced at \$175,000 and the City of Jackson provides a \$25,000 down-payment assistance grant (the grant is forgiven if the home buyer lives in the house for at least 5 years).
- Buyers are then encouraged to take out a traditional mortgage on the home and applicants are encouraged to apply for an additional \$10,000 in down payment assistance from the Michigan State Housing Development Authority (MSHDA).
- As a part of the program, the City of Jackson is responsible for funding sewer and water connections, replacing sidewalks and planting trees.
- Norfolk purchases the lots from the city for \$300 and receives special construction loan programming. Lenders are aware of the limitations and requirements of the 100 Homes Program.
- Buyers are selected from a pre-qualified pool of applicants that have successfully fulfilled all of the requirements. The City of Jackson has had over 1,000 applicants.
- This program emerged as an attempt to create opportunities for homeownership. It was created and set forth by City of Jackson staff who noticed the housing needs of the community and worked to find a way to solve the affordability problem for residents (and non-residents) looking to own a home.

Challenges in the market

- Norfolk’s biggest challenge is finding construction labor at a reasonable price in the Marshall area. As of now they are currently employing individuals who drive in or live in temporary housing situations nearby to complete the work.
- Mechanical subcontractors’ costs have increased extensively over the last few years.
- Investment from the public side is vital to success

Allen Edwin Homes



Neighborhood Improvement Authorities (NIA) have made the delivery of new housing feasible in several infill neighborhoods.

Northeast Neighborhood Improvement Authority (NIA)

- Allen Edwin acquired two projects in the Northeast NIA- one was partially completed with foundations set and the second had not broken ground.
 - The partially completed project was intended to support a single-family subdivision of approximately 38 units.
 - Six of the units were completed, and Allen Edwin signed a development agreement with the City of Marshall to build half of the remaining units in the subdivision.
- As part of the NIA, the city pays for and completes all the infrastructure needed for the site with the expectation that homes will be built and sold to generate taxes to pay down the NIA’s debt.
- Allen Edwin is responsible for infrastructure and development costs falling outside of the public right of way.

Future Supply Conditions

- Within the Northeast NIA, five units are to be built, and all sold in four months.
- The city is constrained as far as what is readily available on the market.
- There is potential demand for homes in the \$320,000 - \$380,000 range for empty nesters looking to downsize from their larger homes.
 - Currently there is minimal supply to move into for residents looking for minimal maintenance, ease of use, energy efficiency, and move in ready conditions.
- Allen Edwin anticipates a delivery run rate of approximately 12 – 18 units a year.

General comments on the market

- Projects would not pencil without public investment in infrastructure.
- Allen Edwin would not have developed here without the NIA.
- Allen Edwin would likely not be a participant in multifamily housing in Marshall in the near term.

Indigo Design and Development + Grand City Capital (IDD + GCC)



The IDD + GCC development planned for Kalamazoo and Hughes will bring much needed new housing options to both existing and new residents of Marshall.

Defining the housing need in Marshall

- IDD + GCC are collaborating on a multifamily development in Marshall just south of the river and about a half mile from downtown.
- This initiative was prompted by the housing difficulties faced by employees at local businesses, including Common Citizen, Consumers Energy, Firekeepers in Battle Creek, as well as other manufacturing firms in the area.
- The developers estimate pent up demand for over 350 units in Marshall , in addition to anticipated demand as a result of the BlueOval development.

Current status and next steps

- IDD + GCC have acquired over 125 acres of contiguous property near Kalamazoo Ave and Hughes St to develop a phased multifamily development.
- The developers are currently in the process of site plan approval and have engaged a civil engineer.
- The first phase of the development will include between 350-400 units, which they expect to be able to connect into City sewer and water relatively easily.
- Future phases could be faced with challenges in tapping into sewer and water because the western portion of the site's access is more limited.
- The developers anticipate utilizing the new MSDHA housing TIF or inquiring about the city's history with bonding for infrastructure through an NIA.
- The development's first phase of housing will be primarily rental units.
- The site is located in an opportunity zone.

Competing with other markets

- The development is anticipated to include several amenities including, a dog park, clubhouse, pickleball courts, basketball courts, access to the riverwalk, and more.
- These amenities and the turnkey options this development will offer will allow Marshall to compete more closely with other markets nearby and hopefully win more residents.

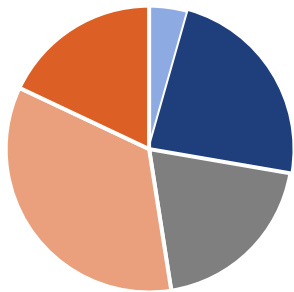
City of Marshall Master Plan - Community Engagement Housing Results



Survey respondents feel that the housing stock, traditional and senior, could be improved to better support the needs of residents.

As a part of the Master Planning process carried out by the City of Marshall and Progressive AE, a community engagement survey was administered to residents. A subset of questions asked residents their opinions on current housing options and conditions in Marshall. A snapshot of the responses and an interpretation from PMR is presented below.

Most people and families can find safe, affordable housing that meets their needs in Marshall.

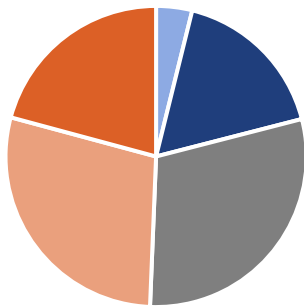


- Strongly agree (4.4%)
- Agree (23.3%)
- Neutral/ not sure (19.8%)
- Somewhat disagree (34.5%)
- Strongly disagree (18.0%)

Over 52% of respondents who completed the Master Planning community engagement survey noted that they disagree with the statement that families can find safe and affordable housing options in Marshall. Based on the previously presented demand model, the community is lacking in providing adequate options for the subset of the population in the <80% of MHI (for-rent) income bracket. Although the data suggests that there is limited demand for new for-sale product, through discussions with community stakeholders, PMR learned that there is a desire for increased home ownership in the city.

Source: Progressive AE

There are adequate housing options for seniors in the city of Marshall.



- Strongly agree (3.9%)
- Agree (17.1%)
- Neutral/ not sure (29.7%)
- Somewhat disagree (28.5%)
- Strongly disagree (20.8%)

Just under 50% of respondents who completed the master planning community engagement survey noted that they disagree with the statement that there are adequate housing options for seniors in the city. Currently Marshall has minimal Independent Living (IL) units, which is a staple transitional housing option that many aging residents might consider if it were available.

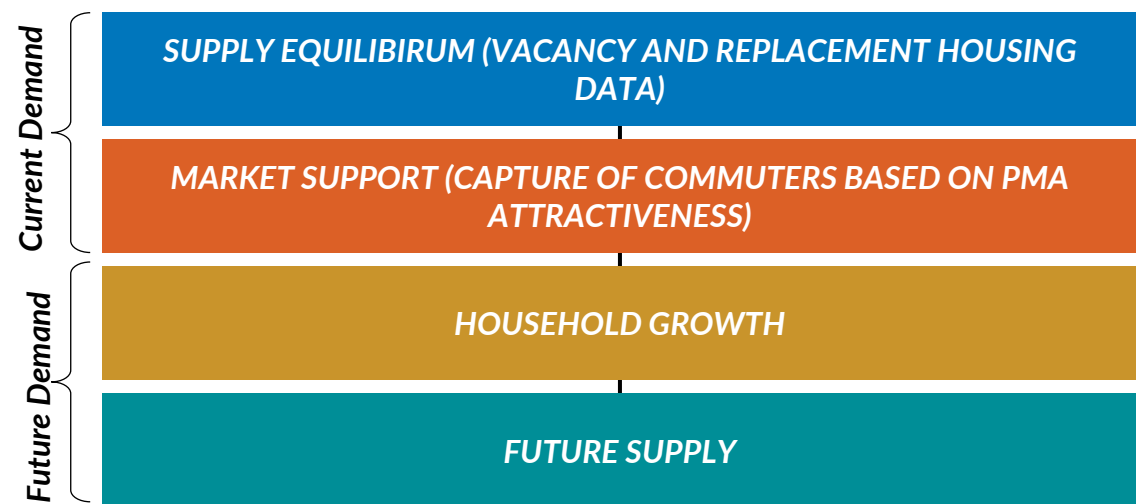
Source: Progressive AE

SECTION 2

POTENTIAL MARKET FOR RESIDENTIAL HOUSING

Potential Market for Residential Housing

Data Driven Demand Indicators Approach: *Housing*



This section (to the left) outlines the current and future demand indicators.

The Data Driven Demand Indicators Approach, looks at factors such as vacancy rates, community attractiveness, household growth projections, and anticipated future supply to bottom line an indication as to potential housing demand.

The second layer of this approach looks at the potential market for housing that will arise as a result of the BlueOval Battery Park Development.

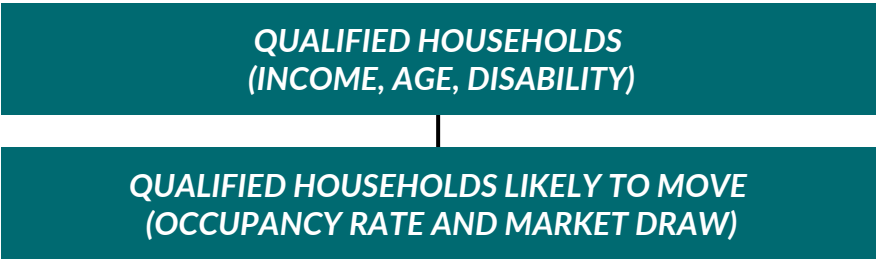
The outcome is meant to serve as a directional indication of demand that is further refined through consideration of Economic Conditions and Housing Trends.

Lastly (to the right), there is an analysis of senior housing demand. This method is based primarily on identifying the number of income and age qualified households who are not already living in senior housing and applying an industry recognized capture rate.

Development Impact Approach: BlueOval



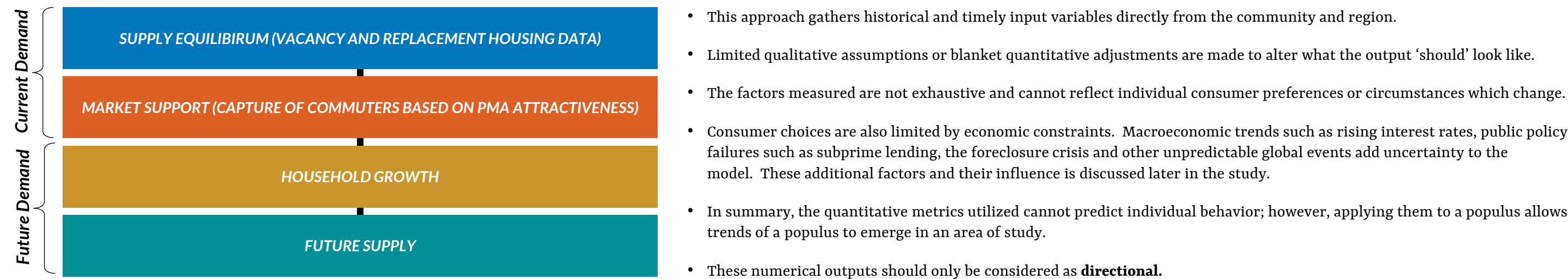
Total Potential Unmet Demand Indication



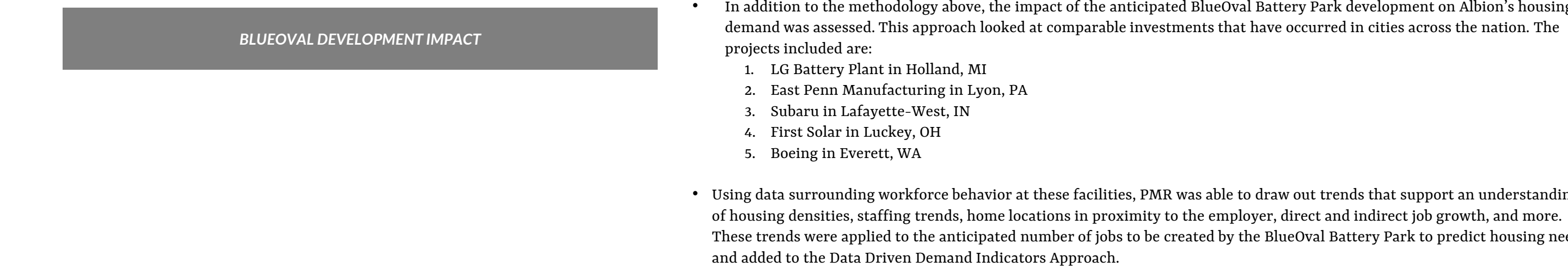
Data Driven Demand Indicators Approach

Using real world local and regional values

Methodology for forecasting potential residential demand

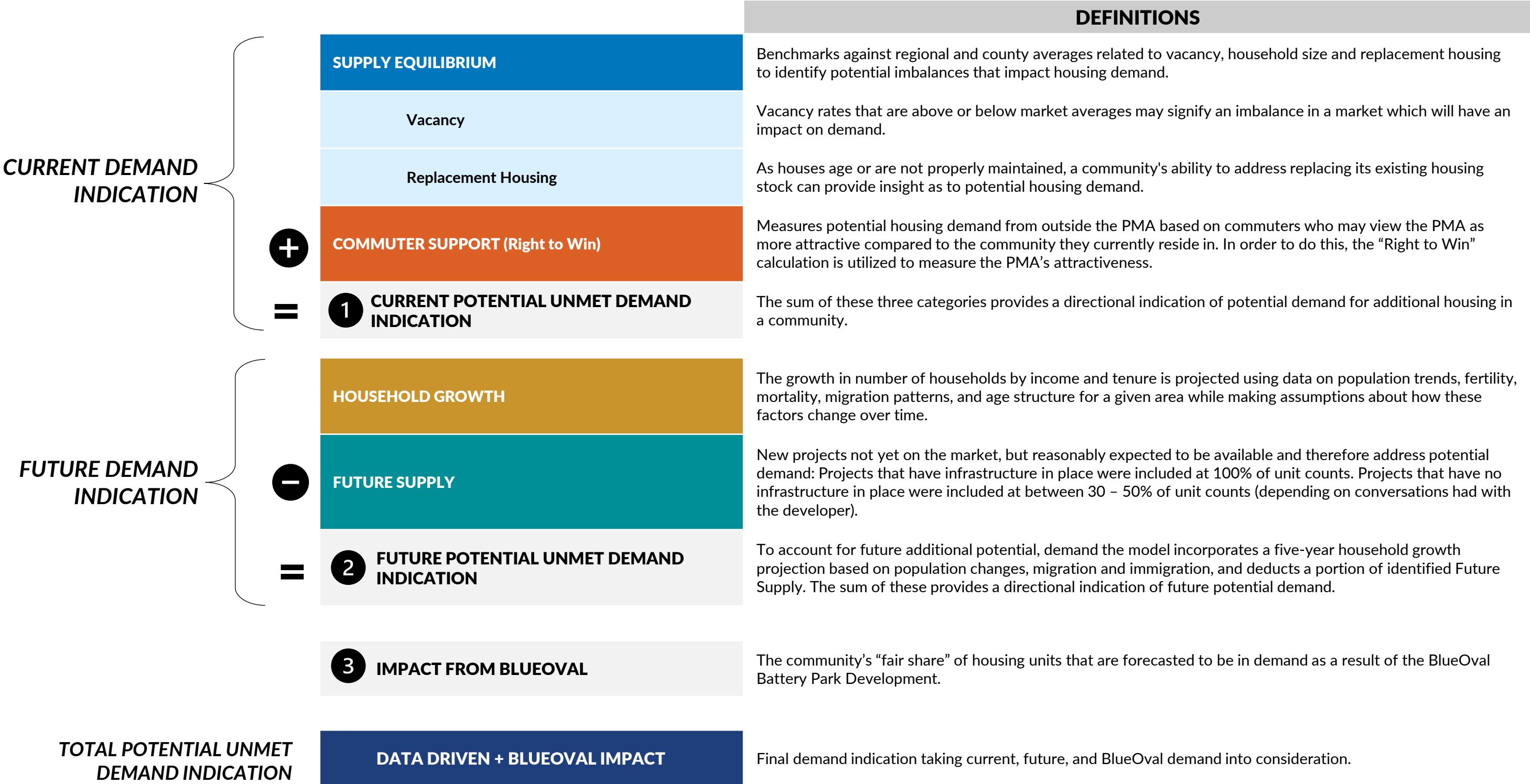


Methodology for forecasting potential impact from the BlueOval Battery Park Development



Data driven demand indicators

✓ Total forecasted potential residential demand is a function of indicators of current and future unmet needs



Rent vs. Own, Income and Price Ranges



The Data Driven Demand Indicators Approach segments demand by the Median Household Income (MHI) levels.

To estimate potential demand through 2028, renters and homebuyers were split into income brackets. Demand is allocated by keeping the market share of owner vs renters by income bracket constant to today’s market mix. Demand is also allocated by income segments using the PMA’s Median Household Incomes (MHI). MHI income brackets were calculated for the PMA as shown below .

PMA HOME VALUES AND MONTHLY RENTAL RATES RELATIVE TO SELECTED MHI SEGMENTS

	0-80% of MHI		81%-120% of MHI		121%+ of MHI	
	LIKELY QUALIFY FOR AFFORDABLE OR MIDDLE-INCOME HOUSING		QUALIFY FOR WORKFORCE/MARKET RATE HOUSING		QUALIFY FOR ABOVE MARKET HOUSING	
	Low	High	Low	High	Low	High
INCOME LEVEL (annual)	\$0	\$68,200	\$68,201	\$102,300	\$102,301	+
OWN: HOME VALUE \$ <i>Home Value is based on State of MI market standard of 3.5 – 4 times annual income (3.75 herein)</i>	\$0	\$170,000	\$170,001	\$255,000	\$255,001	+
RENT: MONTHLY RENTAL \$ <i>Rent is based on HUD standard of 30% of Annual Income or 2.5% of Monthly Income</i>	\$0	\$1,700	\$1,701	\$2,600	\$2,601	+

- Further Breakout of 0-80% MHI:
- 0-30% of MHI: Extremely Low Income
 - 30-50% of MHI: Very Low Income
 - 50-80% of MHI: Low Income

**Notes:*

- In accordance with the HUD standards which are the most used industry benchmark, the estimates assume owners / renters seek housing that is 30% of their income which is not always true and may distort potential positive or negative demand for an MHI segment.*
- The MHI segments presented are specific to the PMA, not to be confused with HUD’s AMI (Area Median Income) metric that is commonly used when referring to Affordable Housing. AMI is a County-wide income indicator. For the purposes of this analysis, the PMA’s MHI was used to better understand conditions in the immediate study area.*

BlueOval’s anticipated development in Marshall



Measuring data from comparable large-scale investments can provide insight into the potential housing marketplace impacts that evolve from Ford’s BlueOval Battery Park investment.

The housing market within a region is an ecosystem that adapts to changes in the marketplace. Changes could be in response to higher regional earnings, changes in consumer preferences like those caused by the Covid-19 pandemic, or through large new employment opportunities. As new jobs are generated, higher wages and an influx of workers often lead to an increased demand for housing, which can significantly impact local real estate markets. Impacts are often complicated and compounded by many factors, but understanding these dynamics can lead to better community outcomes.



BlueOval	
Location	Marshall, Michigan
Description	Ford is investing \$2.5 billion to build a new LFP battery plant in Marshall, Michigan. The project aims to enhance Ford’s electric vehicle capabilities as part of its global EV strategy. It is slated for completion with initial production starting in 2026. This all-new battery production facility in Michigan will add approximately 20 gigawatt hours per year of new battery capacity for Ford in the U.S. to help power future Ford EVs.
Jobs	1,700
Size	1,800,000 SF

Case Studies



The following 5 projects have attributes similar to the upcoming BlueOval investment in Marshall, Michigan and as a result are used for benchmarking housing impacts.



LG Battery Plant	
Location	Holland, Michigan
Description	Originally completed in 2013 and producing batteries for the Chevy Volt the LG battery plant is undergoing a \$1.7B phase 2 expansion that will quintuple production capacity from 5GWh to 25GWh by 2025.
Jobs	1,500 (existing) / 1,200 (expansion) / 2,700 (total)
Size	580,000 (existing) / 1,400,000 SF (expansion) / 1,980,000 (total)



East Penn Manufacturing	
Location	Lyon, Pennsylvania
Description	The East Penn Manufacturing campus in spans 520 acres and includes over 3 million square feet of building space. The facility is dedicated to the design, manufacture, distribution, and recycling of batteries, incorporating advanced technologies and sustainable
Jobs	3,500
Size	3,000,000 SF

Case Studies



Continued from prior page - projects with attributes similar to the upcoming BlueOval investment in Marshall, Michigan.



Subaru	
Location	Lafayette-West, Indiana
Description	Subaru’s manufacturing plant for producing the Subaru Outback, Legacy, and Ascent models. The plant emphasizes sustainability, with initiatives like zero-landfill status and extensive recycling programs.
Jobs	6,500
Size	4,700,000 SF



First Solar	
Location	Luckey, Ohio
Description	Solar panel manufacturing plant that produces enough panels to provide 3.3 gigawatts of energy production, with future expansion plans of up to 6.0.
Jobs	700
Size	1,100,000 SF



Boeing	
Location	Everett, Washington
Description	By size, Boeing’s manufacturing facility on its 1,000 acre campus is the largest building on Earth by volume. Since the facility’s opening, more than 5,000 Boeing aircraft have been assembled at the facility.
Jobs	30,000
Size	13,400,000 SF

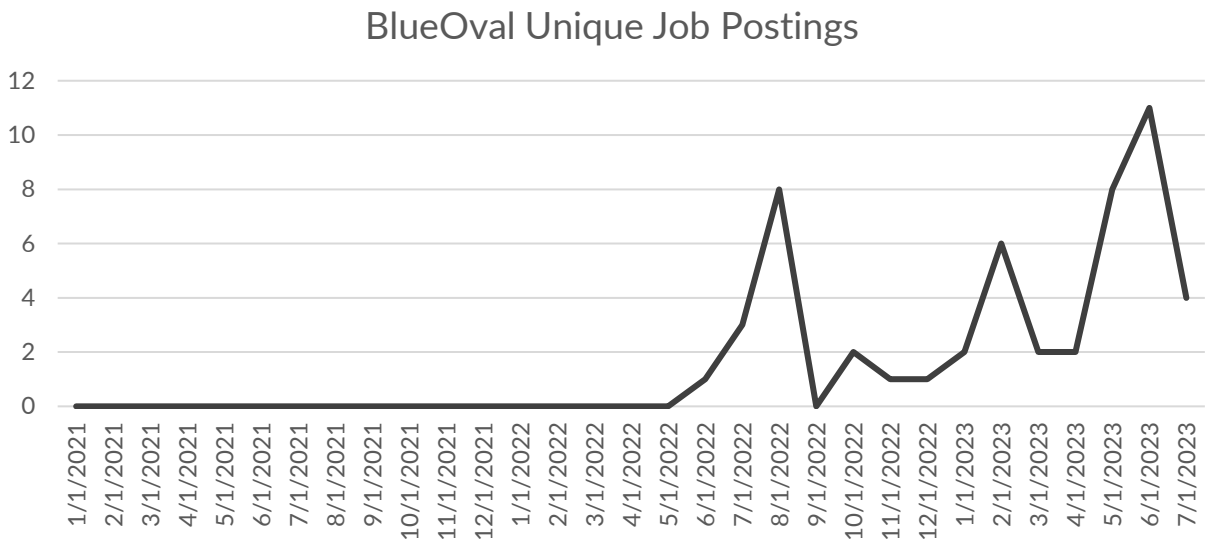
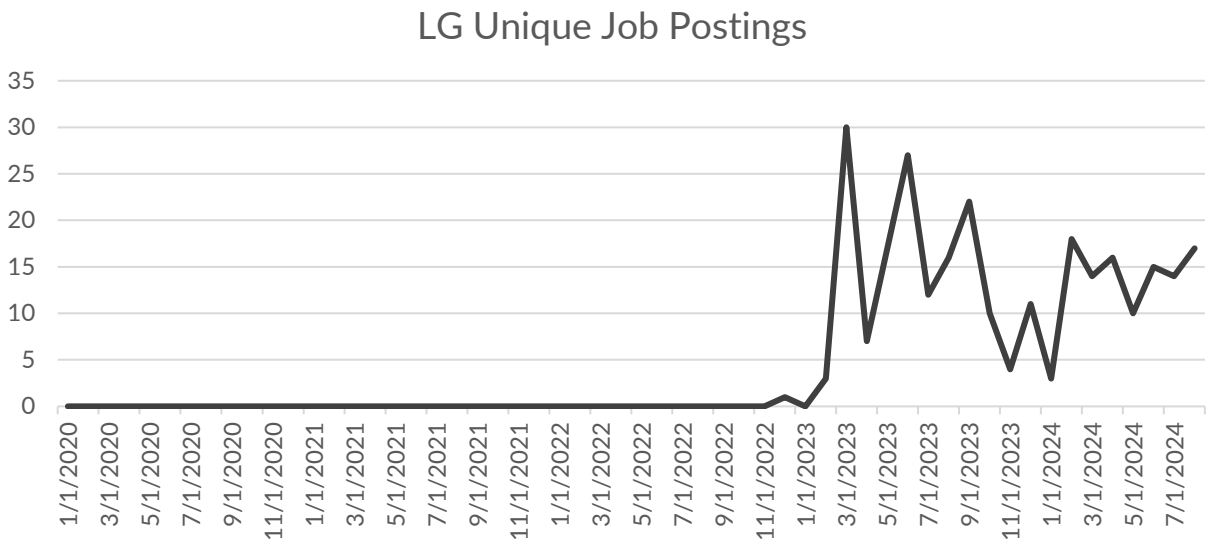
Timeline for staffing major investments



The search for job candidates at major facilities begins years before the facility opens for production, smoothing changes in demand for housing over time.

When planning to hire for a new major facility, companies typically start by conducting a thorough analysis of the skills and roles needed to meet production goals. They develop a strategic hiring plan that aligns with their business objectives, including setting clear timelines and budgets. Recruitment efforts, which can begin years ahead of a facility opening often involve a mix of local job fairs, partnerships with technical schools, and online job postings to attract a diverse pool of candidates. In the case of BlueOval, the search for candidates has already begun.

LG Top 25 Posted Occupations			
Occupation (SOC)	Total Postings (Jan 2019 - Aug 2024)	Unique Postings (Jan 2019 - Aug 2024)	Median Posting Duration
Industrial Engineers	112	45	41 days
Chemical Engineers	29	14	13 days
Facilities Managers	20	10	10 days
Industrial Production Managers	20	10	48 days
Mechanical Engineers	15	10	35 days
Human Resources Specialists	17	9	46 days
Computer User Support Specialists	19	9	57 days
Computer Occupations, All Other	19	8	3 days
Inspectors, Testers, Sorters, Samplers, and Weighers	14	8	41 days
Accountants and Auditors	10	7	30 days
Environmental Scientists and Specialists, Including Health	14	7	48 days
Human Resources Managers	10	6	n/a
Maintenance and Repair Workers, General	12	6	21 days
Production Workers, All Other	9	6	33 days
Electrical Engineers	7	5	54 days
Buyers and Purchasing Agents	7	4	16 days
Compensation, Benefits, and Job Analysis Specialists	10	4	30 days
Financial and Investment Analysts	8	4	57 days
Operations Research Analysts	4	4	57 days
Occupational Health and Safety Specialists	7	4	57 days
Electricians	10	4	28 days
Control and Valve Installers and Repairers, Except Mechanical Door	13	4	46 days
Laborers and Freight, Stock, and Material Movers, Hand	17	4	22 days
Logisticians	6	3	12 days
Market Research Analysts and Marketing Specialists	6	3	25 days

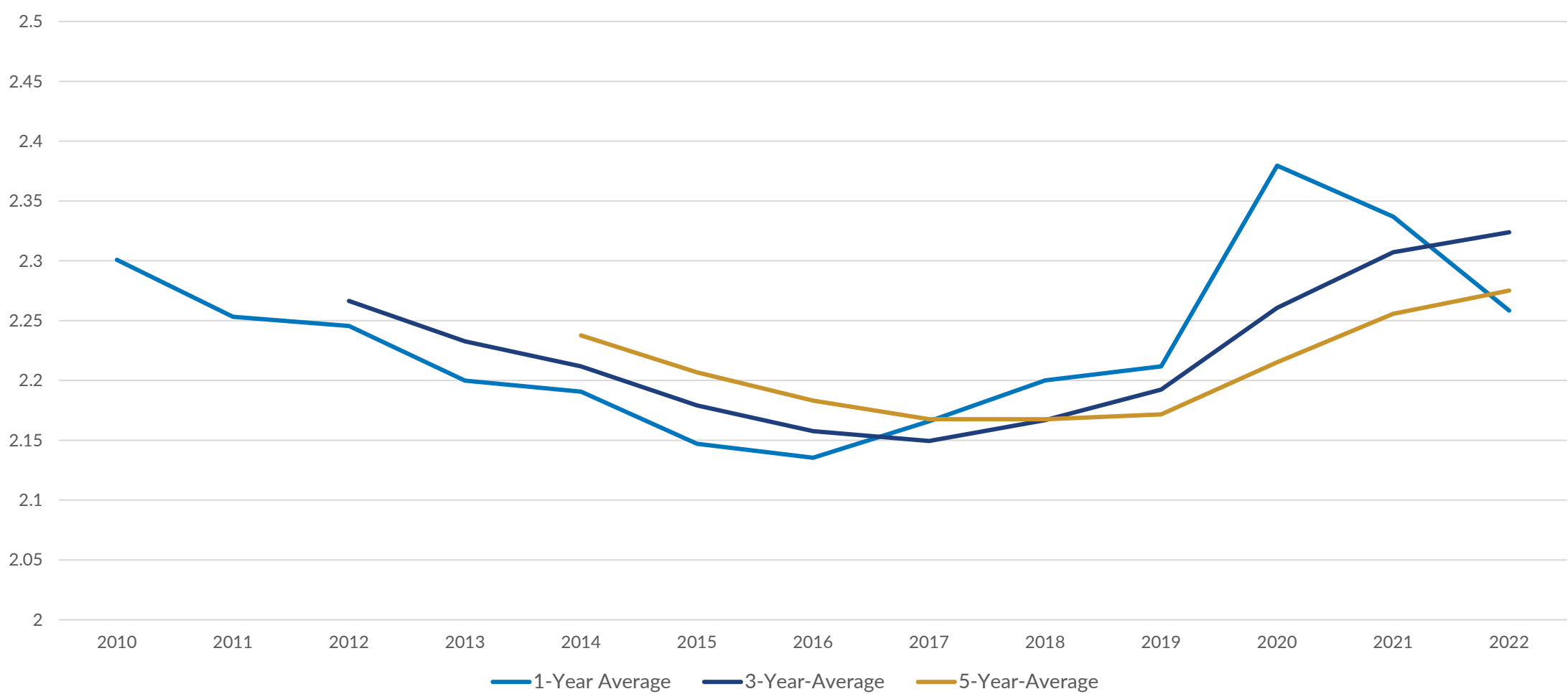


The link between housing and employment

 In Calhoun County, for every employed worker, there are 2.27 occupied housing units.

A regression analysis is a statistical method used to examine the relationship between two or more variables. By fitting a line or curve to the data points, it helps determine how changes in one variable (the independent variable) predict changes in another variable (the dependent variable). This technique is widely used for forecasting, trend analysis, and identifying the strength and nature of relationships in data. Applying a regression analysis to housing and employment in Calhoun County show that they are positively correlated.

Year	Total Occupied Units	Employment
2010	134,381	58,404
2011	133,185	59,109
2012	132,692	59,093
2013	132,008	60,009
2014	131,480	60,016
2015	130,933	60,979
2016	130,710	61,210
2017	130,318	60,166
2018	130,419	59,281
2019	130,134	58,836
2020	129,838	54,564
2021	130,195	55,710
2022	130,105	57,608



Because housing market reactions take time to adjust to changes in employment levels and earnings, looking at multi-year averages shows an increasing correlation of the link between housing and employment. On a yearly basis, changes in employment have an R-squared correlation to housing of 0.2406. Based on a three-year average, that correlation increases to 0.3251, and a five-year average 0.4656. The longer timeline, the stronger the link between housing and employment becomes.

Calculating employee housing location from the case studies



Employee housing is most concentrated closest to employment locations.

Beyond answering *how many* housing units may be needed, examining other case studies can inform *where* homes are likely to be desired. Workers at facilities similar to BlueOval reside within 5 miles of their workplace 21.7% of the time, 17.9% are within 5-10 miles, 45.6% are 10-30 and the remaining 9.98% live greater than 30 miles. Total Employee households peak at the 10-30- mile range. Calculating employee household density relative to the location of their employment, which is calculated as percentage of employee households **per-square mile**, indicates that density peaks closest to places of employment, and declines the further away – which is an intuitive result.

	LG Energy	East Penn	Boeing	Subaru	First Solar	AVERAGE
0 - 5 Miles	22.49%	12.98%	27.64%	36.64%	9.14%	21.78%
5 – 10 Miles	14.06%	16.68%	22.86%	19.13%	16.75%	17.90%
10 – 30 Miles	33.53%	66.96%	36.65%	25.56%	65.07%	45.55%
> 30 Miles	29.90%	3.36%	12.85%	18.50%	9.02%	14.73%
Total	100%	100%	100%	100%	100%	100%

	Area in Square Miles	% Employees living in that range	Density (% employees per square mile)
0-5 Miles	78.54	21.78%	0.277%
5-10 Miles	235.61	17.90%	0.076%
10-30 Miles	2,511.74	45.55%	0.018%



BlueOval Impact on Marshall Housing Demand



BlueOval could drive demand for an additional 648 to 800 new housing units in Marshall.

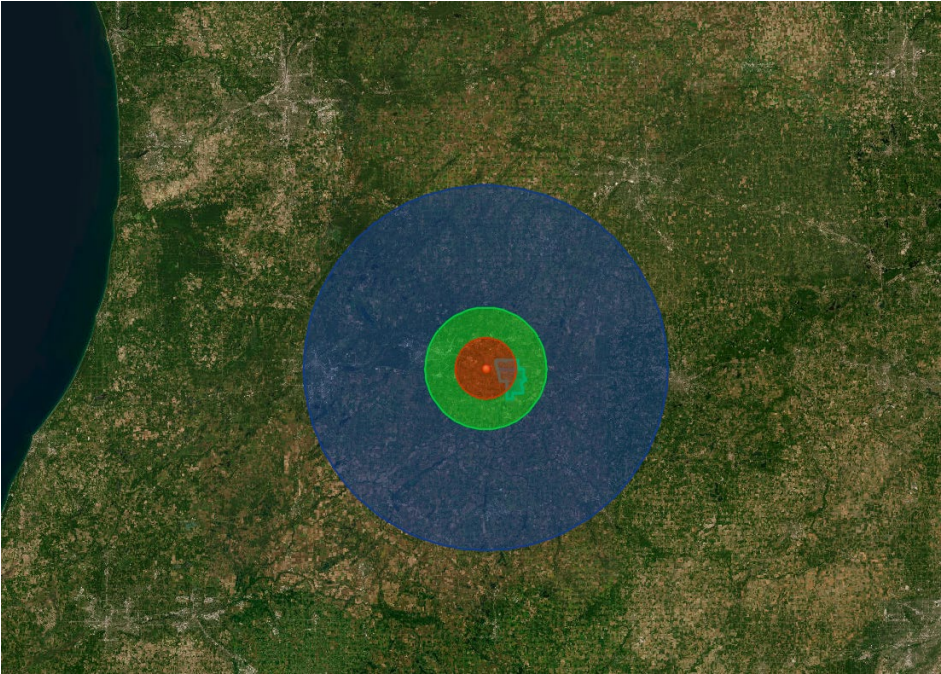
The BlueOval facility will begin production in 2026. At that time, the facility will be staffed by 1,700 – 2,200 employees. Based on the type of jobs Ford is planning to staff the BlueOval site, the anticipated additional potential housing demand is expected to be 2.7 times the original investment. (Each new job that Ford adds will create an additional 1.7 jobs). The regression analysis on the relationship between employment and jobs suggest this will create demand for an additional 3,860 housing units. The City of Marshall’s “fair share” if based strictly from square miles standpoint and keeping population densities the same (42.3%), is an additional **648 – 800 new housing units**.

	BlueOval Employee Share	+	Indirect & Induced	=	Total	City of Marshall Share
0 - 5 Miles From BlueOval	370		470		840	648*
5 - 10 Miles From BlueOval	305		387		692	
10 - 30 Miles from BlueOval	775		984		1,759	For-rent: 201 units For-sale: 447 units
30+ miles from BlueOval	250		318		568	
TOTAL	1,700		2,160		3,860	

*Calculation Note: Of the projected units within 10 miles, the City of Marshall currently accounts for 42.3% of all housing units in the same region: 1,532 x 0.423= 648

	BlueOval Employee Share	+	Indirect & Induced	=	Total	City of Marshall Share
0 - 5 Miles From BlueOval	457		581		1,038	800**
5 - 10 Miles From BlueOval	376		477		853	
10 - 30 Miles from BlueOval	957		1,215		2,172	For-rent: 248 units For-sale: 552 units
30+ miles from BlueOval	310		393		703	
TOTAL	2,100		2,666		4,766	

**Calculation Note: Of the projected units within 10 miles, the City of Marshall currently accounts for 42.3% of all housing units in the same region: 1,891 x 0.423= 800



Data Driven Demand Indicators Approach + BlueOval Impact Results

		FOR- RENT			FOR- SALE			
		< 80% MHI	80%-120% MHI	120%+ MHI	< 80% MHI	80%-120% MHI	120%+ MHI	
CURRENT DEMAND INDICATION	+ =	SUPPLY EQUILIBRIUM	79	29	10	22	0	(3)
		Vacancy	66	27	10	4	(4)	(7)
		Replacement Housing	13	2	0	18	4	4
		MARKET SUPPORT	177	(22)	(27)	159	19	(27)
		1 CURRENT POTENTIAL UNMET DEMAND INDICATION	256	7	(17)	181	19	(30)
FUTURE DEMAND INDICATION	- =	HOUSEHOLD GROWTH	(79)	56	(1)	(151)	111	(11)
		FUTURE SUPPLY	0	(50)	(50)	0	(118)	(26)
		2 FUTURE POTENTIAL UNMET DEMAND INDICATION	(79)	6	(51)	(151)	(7)	(37)
		3 IMPACT FROM BLUEOVAL	29 - 36	6 - 7	166 - 205	64 - 79	13 - 16	370 - 457
TOTAL POTENTIAL UNMET DEMAND INDICATION		DIRECTIONAL DEMAND INDICATION (OVER NEXT 5 YEARS)	MODERATE	WEAK	MODERATE	MODERATE	WEAK	STRONG

Data Driven Demand Indicators Approach: Senior Housing

Understanding the potential for Independent Living, Assisted Living, and Memory Care housing options in Marshall

Senior housing demand is largely dependent on the number of age- and income-qualified senior households in the area and the projected growth of those households. For each type of senior housing, it is assumed that senior households must meet a minimum age threshold (75) and have sufficient income to afford each respective senior housing type. These cohorts of age- and income-qualified senior households are assumed to move into senior housing types at the respective industry average rates (penetration rates) to reach the net qualified households likely to move in. Finally, the existing and planned supply for the market area is backed out to arrive at a “net demand” for each senior housing type – independent living and assisted living. For this demand analysis, a 15-minute drive time was used as the market area definition. The methodology used in this study to calculate the potential additional units needed for senior housing in Marshall is as follows:

UNIT POTENTIAL	DEFINITIONS
Total 75+ Households	The total number of households in the market area that are age 75 and over
Total Income/Age/Disability Qualified Households	The portion of 75+ households that meet all income, age, and disability (assisted living only) requirements to move into a given type of senior housing
■ Adjusted Units Under Construction	The number of units of the specific type of senior housing currently under construction
■ Adjusted Current Supply	The number of existing units of the specific type of senior housing that are already available to the qualified households in the area, adjusted for occupancy and an assumed market area draw (the share of their residents that will originate from within the market area vs outside of it)
= NET QUALIFIED HOUSEHOLDS	
⊗ Penetration Rate	The assumed percentage of age-, income-, and disability- (assisted living only) qualified households that would move into the respective senior housing type based on industry benchmarks
= NET QUALIFIED HOUSEHOLDS LIKELY TO MOVE	
÷ Occupancy Rate	The net qualified households likely to move is divided by the assumed market occupancy rate and market area draw to account for a standard level of occupancy in the market and the assumption that some residents will come from outside of the market area (15-minute drive time)
÷ Market Area Draw	The net qualified households likely to move, adjusted for occupancy and market area draw
= UNIT POTENTIAL	

Data Driven Approach: Senior Housing Demand Results



There is potential demand for 53 senior housing units in the PMA (32 Independent Living, 12 Assisted Living, 9 Memory Care)

There are no existing independent living providers within the 15-minute drivetime from central Marshall; therefore, the seniors in the market will likely need to be educated on the value of independent living before they will consider a move (i.e., better socialization, healthcare support on standby, no home maintenance required, easier move into higher acuity levels once health needs necessitate it, etc.).

UNIT POTENTIAL - IL
Total 75+ Households – 1,094
Total Income /Age/Disability Qualified Households (\$35,000 income threshold) – 769
■ Adjusted Units Under Construction – 0
■ Adjusted Current Supply – 0
NET QUALIFIED HOUSEHOLDS = 769
⊗ Penetration Rate – 3%
NET QUALIFIED HOUSEHOLDS LIKELY TO MOVE = 23
÷ Assumed Stabilized Occupancy Rate – 95%
÷ Market Area Draw – 75%
IL UNIT POTENTIAL = 32 WEAK

UNIT POTENTIAL - AL/MC
Total 75+ Households – 1,094
Total Income /Age/Disability Qualified Households (\$50,000 income threshold) – 334
■ Adjusted Units Under Construction – 0
■ Adjusted Current Supply – 38
NET QUALIFIED HOUSEHOLDS = 296
⊗ Penetration Rate – 5%
NET QUALIFIED HOUSEHOLDS LIKELY TO MOVE = 15
÷ Assumed Stabilized Occupancy Rate – 95%
÷ Market Area Draw – 75%
AL/MC UNIT POTENTIAL = 21 WEAK

- Acuity Level Definitions**
- Independent Living (IL) – low level of care needed; offers minimal services such as meals, some health care, and housekeeping
 - Assisted Living (AL) – medium level of care needed; offers assistance with activities of daily living, such as bathing, dressing, and administering medication
 - Memory Care (MC) – high level of care needed; offers all the services of assisted living as well as specialized treatment of memory-related conditions such as Alzheimer’s and dementia

SECTION 3

HOUSING STRATEGY

Housing Strategy

The Data Driven Demand Indicators Approach attempts to quantify potential new housing unit needs using measurable metrics as a basis for potential demand. In the case of the City of Marshall, the new employment projected for the BlueOval Battery Park development is a reasonably quantifiable source of potential housing demand as is household growth. However, demand for housing is highly influenced by other factors that are less formulaic including macro- and microeconomic conditions and housing trends and preferences. Economic Conditions, whether national (macro-level) like high historic interest rates or more local (micro-level) like labor shortages, change regularly and their impact on potential demand cannot be reduced to a single metric. Additionally, at a more granular level personal preferences play a significant role that impacts potential demand. A new job, divorce, inherited money, or simply a desire for a different lifestyle may induce the search for new housing. Whatever someone’s reasoning is to seek new housing, it is often driven by personal preference and difficult to predict. However, identifying and leveraging significant trends in housing choices across markets can be helpful in assuring a community’s ability to attract potential demand.

PMR’s understanding of the real estate market, economics and consumers augments its Data Driven Approach to identify housing strategies that may positively influence a community’s ability to capture potential demand.

Below is a general description of each of the three factors influencing potential demand:



Data Driven Demand Indicators Approach

This is the potential demand indication derived from the model that considers household growth, supply equilibrium, market support, future supply and the potential impact of the BlueOval project.

Found in Section 2



Economic conditions

Economic conditions, both locally and nationally, influence housing decisions. Factors including interest rates, public policy and construction costs effect affordability and the availability of housing which can impact potential demand.

Found in Section 1: Residential Supply Conditions



Housing trends

Individual preferences and choices are driven by intangible metrics making behavior unpredictable. However, housing trends are identifiable and potential housing demand can be influenced by leveraging them.

Housing Strategy- convergence of influential factors impacting potential demand

Integrating data driven potential demand as a directional basis with insights from Economic Conditions and Housing Trends to inform a housing strategy

The most influential components of the Data Driven Demand Indicators, Economic Conditions and Housing Trends discussed on the preceding pages are described below. Collectively, these help inform the potential demand for housing



Rental Housing Recommendations Conclusion



Existing demand and the impact of BlueOval result in a need for rental housing in Marshall.

The table below presents PMR’s commentary and housing unit recommendation by income segment for rental product in Marshall. Given the information presented throughout the report related to Data Driven Demand Indicators, Economic Conditions, and Housing Trends, each factor has its own level of impact on housing. When considered together, a recommendation emerges that is individual to each income segment. The factors are denoted as weak, moderate, or strong depending on PMR’s perceived view of their impact on Marshall’s housing market.

PMR COMMENTARY					PMR RECOMMENDATION	
Income Segment	Data Driven Demand Indicators		Economic Conditions	Housing Trends	Product Type Recommended	Number of Units Recommended
	Takeaways	Conclusions				
<80% MHI	• Immediate need due to low vacancy and inventory constraints • Commuter demand may exist if housing was available • Household growth is waning • No future supply • BlueOval has a positive impact	• Current Demand - positive • Future Demand – negligible • BlueOval Demand- positive MODERATE	• Economic development resources available • Very competitive for most impactful resources • Tenure shift–rent vs. own MODERATE	• Walkable downtown • Lifestyle housing • Mixed income housing STRONG	Multifamily-stacked flats	50-100
80 – 120% MHI	• Inventory constrained • Residents may choose to live outside of Marshall, potentially due to lack of supply • Positive household growth • Future supply in the pipeline • BlueOval has negligible impact	• Current Demand - positive • Future Demand – positive • BlueOval Demand- negligible WEAK	• Tenure shift–rent vs. own • Economic development resources available STRONG	• Walkable downtown • Lifestyle housing STRONG	Multifamily-stacked flats	50+
120%+ MHI	• Inventory constrained • Residents may choose to live outside of Marshall, potentially due to lack of supply • Household growth is negligible • Future supply in the pipeline • BlueOval has a very positive impact	• Current Demand - positive • Future Demand – positive • BlueOval Demand- positive MODERATE	• Tenure shift–rent vs. own • Economic development resources available STRONG	• Walkable downtown • Lifestyle housing STRONG	Multifamily-stacked flats and traditional townhomes	150+



For-Sale Housing Recommendations Conclusion

Existing demand and the impact of BlueOval result in a need for for-sale housing in Marshall.

The table below presents PMR’s commentary and housing unit recommendation by income segment for rental product in Marshall. Given the information presented throughout the report related to Data Driven Demand Indicators, Economic Conditions, and Housing Trends, each factor has its own level of impact on housing. When considered together, a recommendation emerges that is individual to each income segment. The factors are denoted as weak, moderate, or strong depending on PMR’s perceived view of their impact on Marshall’s housing market.

PMR COMMENTARY					PMR RECOMMENDATION	
Income Segment	Data Driven Demand Indicators		Economic Conditions	Housing Trends	Product Type Recommended	Number of Units Recommended
	Takeaways	Conclusions				
<80% MHI	- Commuter demand may exist if housing was available - Household growth is negative - No future supply - BlueOval has a positive impact	- Current Demand - positive - Future Demand – negligible - BlueOval Demand- positive MODERATE	- Economic headwinds facing for sale development - Economic development resources available - Very competitive for high impact resources - Tenure shift–rent vs. own WEAK	- Walkable downtown - Lifestyle housing STRONG	Multifamily- stacked flats	50
80 – 120% MHI	- Commuter demand may exist if housing was available - Positive household growth - Significant future supply - BlueOval has negligible impact	- Current Demand - negligible - Future Demand – neutral - BlueOval Demand- negligible WEAK	- Economic headwinds facing for sale development - Economic development resources available - Tenure shift–rent vs. own MODERATE	- Walkable downtown - Lifestyle housing STRONG	Multifamily- stacked flats, traditional townhomes, single family attached	50
120%+ MHI	- Residents may choose to live outside of Marshall, potentially due to lack of supply - Household growth is negligible - Some future supply in the pipeline - BlueOval has a positive impact	- Current Demand - negligible - Future Demand – negligible - BlueOval Demand- positive STRONG	- Economic headwinds facing for sale development - Economic development resources available - Tenure shift–rent vs. own WEAK	- Walkable downtown - Lifestyle housing STRONG	Multifamily- stacked flats, traditional townhomes, single family attached Single family- infill sites, small city lots with dense housing	300+

Seniors Housing Recommendations Conclusion



Existing demand results in need for senior housing units in Marshall.

The table below presents PMR’s commentary and housing unit recommendation for senior housing product in Marshall. Given the information presented throughout the report related to Data Driven Demand Indicators, Economic Conditions, and Housing Trends, each factor has its own level of impact on housing. When considered together, a recommendation emerges that is individual to each income segment. The factors are denoted as weak, moderate, or strong depending on PMR’s perceived view of their impact on Marshall’s housing market.

PMR COMMENTARY					PMR RECOMMENDATION	
Income Segment	Data Driven Demand Indicators		Economic Conditions	Housing Trends	Product Type Recommended	Number of Units Recommended
	Takeaways	Conclusions				
> \$35,000 / year	- Low vacancy levels with small waitlist - No future supply - Favorable target market demographics of 65+ and 75 with adequate income - BlueOval may induce demand	Modest potential demand WEAK	Not easily incentivized WEAK	- Independent living is a growing lifestyle trend - Diversify housing stock STRONG	Multifamily-senior independent living*, flats	30+

* Note: Assisted living and memory care housing is not recommended at this time as demand is not strong enough to sustain a scalable development.

Next Steps - City Priorities

Public Policy Considerations

- Provide highly flexible zoning regulations (PUD or similar mechanism) that encourage a mix of dense housing types and minimize entitlement risks. Entitlement risks, which increase the cost of development, include both bureaucratic agency approvals as well as political uncertainty. Regarding the latter, encourage informal workshops to vet developer concepts with decision making bodies.
- Leverage public resources for priority development projects, including those in the pipeline, using the recommendations herein regarding potential demand and product types. Develop return on investment (ROI) metrics to guide the use of City resources including the NIA and similar vehicles, tax abatement, density bonuses, etc. Support the use of the MSHDA TIF and traditional brownfield incentives to facilitate new development.
- Identify underutilized government owned and private real estate assets near or in downtown, such as parking lots and buildings, and provide public support and resources to facilitate their redevelopment for the residential product types suggested.

Product Type Considerations

- Encourage dense multifamily housing that is well amenitized and accessible to downtown in order to leverage trending lifestyle considerations.
- Consider incorporating housing meeting the needs of the lowest income segment into larger mixed income developments. This might be accomplished through the PUD process, inclusionary zoning or directly soliciting the affordable housing development community who have experience competing for low-income housing tax credits (LIHTC). The potential impact of the BlueOval project to the region, support of the state and the potential to develop an affordable housing community in proximity to downtown will facilitate qualifying a project.

Lifestyle Considerations

- The potential demand totals call for a preponderance of for-sale product. While preferred from the perspective of building wealth, PMR recommends encouraging a balance of rentals and for-sale product given the constraints related to home ownership today.
- The city’s downtown offers a highly sought after amenity and lifestyle that is unique in the region. Capitalizing on this asset will allow the city to potentially attract a disproportionate share of potential demand based upon national housing trends favoring the lifestyle it offers.
- Advocate for and prioritize development that is highly accessible to downtown, ideally walkable. Enhance connectivity to downtown by supporting walking and biking infrastructure. Sustaining the downtown's businesses and activities will contribute to Marshall's differentiation in the region as a housing option.

APPENDIX

METHODOLOGY FOR RESIDENTIAL DEMAND MODEL

Supply Equilibrium: *Vacancy Data*

Normalizing vacancy to the County average

Residential vacancy* is calculated using the number of total vacant housing units, divided by the total number of housing units in the market. Vacancy is calculated agnostic of housing characteristics (rent vs own, single vs. multifamily).

Pockets of variance in vacancy naturally occur in communities across a region. Factors such as affordability, crime, proximity to jobs or other amenities, and even perception all influence demand on a micro-level scale. Looking at vacancy at a more macro-level, in this case the Calhoun County average, perspective gives a better estimation of what an equilibrium vacancy rate would be for the market.

Individual vacancy rates in communities are either lower (under-supplied) or higher (over-supplied) relative to the County also referred to as the **market equilibrium vacancy rate**.

Calculating vacancy driven demand for housing in the study involves adjusting the number of available household units (supply) in order to bring the demand to supply ratio in line with the Calhoun County average .

The calculation is derived from the variables noted in the table below:

SUPPLY EQUILIBRIUM	
Vacancy	2023 Housing Supply
	⊗ Market Equilibrium Vacancy* Rate for Calhoun County – (For- Rent- 10% For-Sale- 1%)
	= Expected PMA Vacant Housing Units based on Assumed Market Equilibrium Vacancy Rate 1
	2023 Housing Supply
	⊗ Approximate Vacancy* % for the PMA – (For- Rent- 0% For-Sale- 2%)
	= Approximate Vacant Housing Units in the PMA 2
	= 1 - 2 The difference between the above represents units needed or a potential supply shortage for the PMA to reach equilibrium with the market equilibrium vacancy rate (Calhoun County average)

Supply Equilibrium: *Replacement Housing*

New households needed to replace obsolete existing housing

The potential demand for new housing can also be influenced by the magnitude of replacement housing needs in a community. As houses age or are not properly maintained, the need to build replacement housing to keep the overall household counts unchanged arises.

The calculation for the number of replacement housing is based on three criteria:

- 1. The rate of demolition permits granted in Calhoun County
- 2. The age of the housing stock in the PMA relative to Calhoun County
- 3. The ability to provide the resources required to properly maintain a housing structure based on household incomes relative to Calhoun County

The formulaic calculation for the number of replacement households needed to replace obsolete housing is:

SUPPLY EQUILIBRIUM	
Replacement Housing	2023 Housing Supply
	⊗ Substandard % (County Demolition Rate x Age Factor x Income Factor)
	= Replacement Housing

Market Support

Individual decisions to move result from several independent community factors

Every day, in communities of all types, residents move. The reasoning behind relocation varies from individual to individual – it could be a new job, a change in household status (marriage, children, empty nesters), a change in economic status, a lack-of or desire-for public safety, or many other factors. Natural migration in and out of a community is captured through the forecast in household growth which is based upon historical trends. In order to augment this natural migration, communities must compete on a regional and local level for new residents. This analysis is calculated using commuters as the base metric to understand this potential additional migration.

Why commuters?

Commuters into a market represent a potential source of prospective demand and, if new housing is created aligning with their needs, they may migrate to the market area. While commuters are not the only source of prospective demand, two qualities make them unique and as a result a measurable source of potential demand:

- 1) Their numbers are measurable, and;
- 2) It is not unreasonable to assume they might prefer to live close to work

Estimating the net impact of commuters as a prospective source of potential housing demand is done using the following variables:

COMMUTERS	• Total number of inbound commuters by income • Total number of outbound commuters
RESIDENTTURNOVER RATE How often residents in a given area move	• Defined as the percentage of households in the PMA that change to a new physical address each year
RIGHT TO WIN CAPTURE RATE Composite of the following characteristics that measures an areas “attractiveness” for residents looking for a new home:	• Community Affordability relative to Calhoun County • Quality of schools relative to Calhoun County • Employment opportunities relative to Calhoun County • Public Safety relative to the state

Market Support

Overall Market Support: Potential Commuter Movement Into Community – Potential Commuter Movement Out Of Community

- This formula measures potential housing demand from the PMA based on the attractiveness of the market area compared to the county using commuters as the basis.
- The result is the overall potential demand driven by external market support. Attractive communities have an enhanced likelihood of attracting a new resident relative to the region. Less desirable communities have a disadvantage relative to the benchmark areas.

Mathematically, the expected formula for market support is:

[Number of Inbound Commuters] x [Resident Turnover Rate] x [Right to win Capture Rate] – [Number of Outbound Commuters] x [Resident Turnover Rate] x [1 – Right to Win Capture Rate]

MARKET SUPPORT	
	Number of Inbound commuters
×	Resident turnover rate
×	Right to win capture rate
= POTENTIAL COMMUTER MOVEMENT INTO COMMUNITY 1	
	Number of Outbound commuters
×	Resident turnover rate
×	Right to win capture rate inverse
= POTENTIAL COMMUTER MOVEMENT OUT OF COMMUNITY 2	
1 - 2 = MARKET SUPPORT	

Household Growth

Household growth is defined as the net change in population based on births and deaths projected for the area, then adjusted for the projected population moving into the area minus the population expected to leave the area, and finally this net change in population is converted to a projected change in total households based on the projected household size for the relevant area. The projections used only look out five-years because projections over longer periods are less accurate than short-term projections due to the compounding effects of inaccuracies in assumptions over time.

This metric allows us to analyze “future potential demand” or “new potential households” that are predicted to be present in the market area due to births, deaths and net migration.

Household growth data for the market area from 2023 to 2028 was collected from Experian. Experian is one of the largest demographers in the United States and is responsible for preparing these projections based on census and American Community Survey (ACS) data.

The limitation related to this projection is that it does not take into consideration the migration induced by, for example, a new residential project, economic development efforts or the outmigration due to a major one-time event (i.e., a business closing).

HOUSEHOLD GROWTH	
	2028 Households
■	2023 Households
■	New Households

Future Supply

Future Supply- Definition

Future supply of new housing is a guide for consideration in whether a project built on the subject site will experience demand and at what level. The future supply is fluid and largely regulated only by the availability of space, zoning restrictions, the entitlement process and economics. Further complicating its predictability as an absolute number is understanding its relevance as compared to where competitive development might occur and what its characteristics will be. Location, pricing and physical characteristics, to name only a few, are based upon individual buyer needs and preferences. Keeping the above in mind, an approach to understanding this guide's impact on demand for a project should include both qualitative and quantitative considerations. The detail relating to these projects was gathered through various sources including PMR staff calls to the developer, the permitting municipality, Co-Star or similar real estate data sources.

Quantifiable new housing data reviewed to help identify possible Future Supply in the market is described best as:

FUTURE SUPPLY	
	Residential Units Planned or Under Construction in the PMA
✕	30 - 100 % (Estimated Success Rate of Project Being Built)
= Future Supply	

Future Supply – Limitations

While generally believed reliable, the data from third party sources could only be partially validated with development sponsors. Data was gathered in the late summer through early fall of 2024. Additionally, the below potential problems may exist with all the data:

- The inventory changes daily.
- Project level detail, like pricing, is subject to major changes.
- Finally, a portion of the projects are cancelled or delayed.

Future Supply – Assumptions

Independent of the above, the data provides a gauge for understanding the supply of new product. In order to mitigate limitations, PMR made several reasonable assumptions including:

- The Future Supply was assumed to be available over a 5-year period.
- PMR assumed a range of 30% to 50% of the projects in the entitlement phase will not materialize.
- These assumptions do not take into consideration new projects that may come online.

Future Supply – PMA and Neighborhood

Finally, in the analysis of Future Supply, PMR found there are a couple of for-sale housing developments in the pipeline, in addition to, a large for-rent development. The for-rent development, Grand City Capital + Indigo Development (as presented previously), is anticipated to bring in close to 1,000 units at its completion. For the purpose of this report, about 30% of Phase 1 was included in the Future Supply calculation. The for-sale developments included both Allen Edwin Homes and Norfolk Homes. The Allen Edwin Homes developments were included in totality because they are close to completion. The Norfolk Homes development was included at 50% of totality because the for-sale housing market continues to face headwinds that have given pause to some developers.

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ITEM: 10.B

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marcia Strange, Director of Community Development
DATE: July 6, 2026
SUBJECT: **SPECIAL LAND USE (SLU) #26-0001 - 902/1102 W. HANOVER ST.
OUTDOOR STORAGE**

Case #: #SPLU26-0001
Address: 902/1102 West Hanover Street
Parcel #: 53-004-917-03 and 53-004-918-00
Zoning District: Research and Technology District (I-1)
Surrounding Zoning: I-1 to the west and south, B-4 to the west, B-2 to the north, POSD to the east
Surrounding Uses: Vacant industrial to the south; commercial to the north, church and parking area to the west, and vacant industrial property to the west.
Previous Action: The Planning Commission has RECOMMENDED APPROVAL for the request for a Special Land Use for Outdoor Storage. Planning Commission has also Approved the site plan contingent upon the SLU approval tonight.
Current Request for Action: HOLD A PUBLIC HEARING and CONSIDER APPLICATION FOR Special Land Use #SPLU26-0001 for Outdoor Storage at the self-storage facility at 902/1102 West Hanover Street.

City staff have been working with the property owners of Hanover Street Storage, Adam and Kelly Rickert, and their engineer, Hurley & Stewart, on a revision to this project which would see the addition of outdoor storage to the self-storage facility at 902 and 1102 West Hanover Street. The owners have proposed an outdoor storage area that may be built in two phases which is fully enclosed by a chain-link fence and screened with evergreens per our screening requirements. The proposed outdoor storage lots will be maintained as gravel. The sidewalk and street trees that were required on the original site plan should be maintained as a requirement.

Contingencies that were noted for Planning Commission Site Plan Approval include: 1. Trees are to be at least 6 foot tall upon planting, and spacing is to be reduced to approximately 3' on center (this is to be coordinated with deer-resistant tree types that were recommended) to ensure more immediate screening. 2. Sidewalks and Street Trees along Dobbins will need to be installed in 3 years.

Self-storage facilities are a special land use in the I-1 zoning district. A site plan for the project is included in the packet for reference.

Following holding the public hearing, the Council is being asked to approve the SLU.

The following standards are to be used in considering whether to approve the special land use request:

A. The proposed use shall be in accordance with the City Master Plan and the intent and purpose of the subchapter.

The proposed use meets the intent of the subchapter and the city master plan and current zoning ordinance. Storage of RV's in front yards has been a concern and this would provide a location for that type of storage.

B. A documented and immediate need exists for the proposed use within the community.

While there are self-storage facilities in the surrounding area, few have outdoor storage areas and there is still a demand in the community. Currently the un-built area of the site is an empty parking lot.

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

The use is compatible with the character of the neighborhood and will improve the appearance of the two parcels. The added landscaping for screening is a benefit. No adverse impact on the enjoyment of neighboring parcels or development of the neighborhood is expected.

D. The proposed use shall be designed, constructed, operated and maintained so as to be compatible with the use of adjacent lands.

The proposed project is an improvement on the current vacant portion of the site and the proposed site plan is compatible with adjacent properties. The fence provided around the outdoor storage is chain-link, but this will be screened entirely. Screening will be provided with plantings for all adjacent properties and Right-Of-Way as required for outdoor storage.

E. The proposed use shall be compatible with the natural environment.

There is no expectation that there will be a negative impact on the environment. The addition of plantings for screening is beyond what was anticipated for the originally approved site plan.

F. The proposed use shall be adequately served by essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewage facilities and schools.

There is no expectation that the use will have an impact on the items in this section. Traffic will increase over the current use of the property, but is not anticipated to be more than the originally approved site plan. The surrounding streets have the capacity to serve the site, as was discussed during the initial site plan approval process. The proposed use will not have any impact on water, sewer, schools, or refuse. The impact on police and fire is expected to be minimal. The added lighting is proposed to coordinate with the storage layout and will improve this otherwise dark corner.

G. The proposed use shall not involve activities, processes, materials and equipment or conditions of operation that will be detrimental to public health, safety and welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or unreasonable or offensive odors.

There is no expectation that the site will cause unreasonable traffic or other conditions beyond what was expected for self-storage.

BUDGET IMPACT:

None.

RECOMMENDATION:

Approve Special Land Use #26-0001 for outdoor storage at 902/1102 West Hanover Street.

DRAWING LOCATION: H:\03-0410 (Marshall Storage) FINAL DRAWINGS\C-2 Site Layout Plan - Outdoor.dwg LAST SAVED BY: HALL ON 4/30/2026

ZONING REQUIREMENTS

ZONING

THE SITE IS ZONED I-1 RESEARCH AND MANUFACTURING SETBACKS APPROVED AT ZBA MEETING JAN 19, 2023
SETBACKS: FRONT - 25', 5' ALONG WEST PL
SIDES - 25', 5' ALONG WEST PL
REAR - 25'
24'3" REAR & FRONT SETBACKS APPROVED BY ERIC ZUZGA VIA EMAIL APR 4, 2023

LOT COVERAGE: BASE 37.5%, ALTERNATE 42.5%

PARKING

TOTAL PARKING SPACES REQUIRED:
2 SPACES x CARETAKER DWELLING
1 SPACE PER 275 OF USABLE SPACE IN PRIMARY BUILDING

IN BASE PLAN:

0 CARETAKERS/CARETAKER DWELLINGS,
0 SOFT OF NON-DRIVE-UP STORAGE
 $2 \times 0 + 0/275 = 0$ SPACES
BARRIER FREE SPACES REQUIRED = 0

IN ALTERNATE PLAN:

0 CARETAKERS/CARETAKER DWELLINGS,
6,325 SQFT OF NON-DRIVE-UP STORAGE
 $2 \times 0 + 6,325/275 = 23$ SPACES
BARRIER FREE SPACES REQUIRED = 1

BARRIER FREE SPACES = 1 PROVIDED
ALL BARRIER FREE SPACES DESIGNED PER ADA REQUIREMENTS
TYPICAL PARKING SPACE DIMENSION = 8'x24'

THERE ARE 45 SPACES THAT EXIST ON SITE FOR ACCESSING OF INDIVIDUAL UNITS.

BUILDING INFORMATION

BUILDING HEIGHT = 40' X 115' BUILDING = 8'-11"
30' X 115' BUILDING = 8'-9"

DRIVEWAYS

PRIMARY DRIVEWAY: HANOVER STREET
INGRESS & EGRESS
SECONDARY DRIVEWAY: DOBBINS STREET
EGRESS (INGRESS ONLY WITH REMOTE CONTROL)

SIGNS

4 PROPOSED SIGNS - 5' X 10' EA
LOCATIONS:
1) SW CORNER OF BLDG 3/4 OR 5/6 FACING S
2) SE CORNER OF BLDG 9 FACING E
3) N SIDE OF BLDG 10 FACING N
4) SW CORNER OF BUILDING 1 FACING W

TRASH

NO TRASH DISPOSAL WILL BE PROVIDED ON SITE.

SITE LEGEND

(HMA) HMA PAVEMENT
(CW) CONCRETE WALK
(C4) C4 CURB AND GUTTER

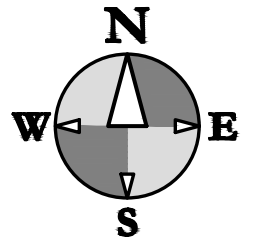
LEGEND

	PREVIOUSLY CONSTRUCTED BUILDING		OLD/CURRENT PAVEMENT
	PREVIOUSLY CONSTRUCTED PAVEMENT		MIX OF OLD/CURRENT PAVEMENT AND GRAVEL
	PHASE 1 OUTDOOR STORAGE/PARKING AREA		CONCRETE SIDEWALK
	PHASE 2 OUTDOOR STORAGE/PARKING AREA, IF NEEDED		CONCRETE CURB AND GUTTER TYPE VARIES
	PHASE 1 6' CHAINLINK FENCE		PROPOSED DECIDUOUS TREE
	PHASE 2 6' CHAINLINK FENCE		PROPOSED EVERGREEN TREE
	PREVIOUSLY CONSTRUCTED FENCE		

NOTES

- ALL DIMENSIONS SHOWN ARE TO THE EDGE OF METAL.
 - PROVIDE CURB CUTS/RAMPS AT ALL BARRIER FREE ACCESS POINTS.
 - PAVEMENT MARKINGS AND SIGNAGE SHALL CONFORM TO THE CURRENT MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND MICHIGAN BARRIER FREE CODE.
 - MATCH EXISTING CURB & GUTTER SECTIONS WHEN CONNECTING TO THEM. CONDITIONS VARY THROUGHOUT PROJECT.
 - ALL SIGNAGE AND STRIPING SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
 - EXCEPT WHERE OTHERWISE INDICATED ON THESE PLANS, ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, AND CITY OF MARSHALL STANDARDS SPECIFICATIONS.
 - IF ANY ERRORS, DISCREPANCIES, OR OMISSIONS BECOME APPARENT, THESE SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONSTRUCTION OF ANYTHING AFFECTED SO THAT CLARIFICATION OR REDESIGN MAY OCCUR.
 - ALL WORK SHALL CONFORM TO ALL LOCAL, STATE AND FEDERAL LAWS, RULES AND REGULATIONS IN FORCE AT THE TIME OF CONSTRUCTION.
 - ALL EXTERIOR CONCRETE SHALL BE MDOT GRADE P1 (3500PSI), AIR ENTRAINED, LIMESTONE AGGREGATE, BROOM FINISHED, CURING SEAL.
 - EVERGREEN TREES SHALL BE A VARIETY OF FIR, ARBORVITAE, AND SPRUCE. PLANTINGS SHALL FOLLOW AN ALTERNATING SEQUENCE IN WHICH EACH SPECIES IS INSTALLED IN GROUPS OF THREE CONSECUTIVE TREES BEFORE SWITCHING TO THE NEXT SPECIES. EACH TREE SHALL BE 3' SPR, B&B AND PLANTED 10' O.C.
- Emerald Arborvitae (Thuja Occidentalis Smaragd)
- Green Giant Arborvitae (Thuja Standishii)
- Western Red Cedar (Thuja Plicata)

0 15 30 60
1 inch = 30 ft.



855 W MICHIGAN AVE
ZONING: B-2
LOCAL BUSINESS

W. GREEN STREET

NEW 6' CHAINLINK FENCE, TEMPORARY

NEW 6' CHAINLINK FENCE, PERMANENT

PROPERTY LINE

PHASE 2 OUTDOOR STORAGE/PARKING AREA, IF NEEDED

NOTE: SCREENING FOR PHASE 2, IF CONSTRUCTED, WILL OCCUR ON THE INSIDE FENCE AND PLANT VARIETY AND SPACING WILL BE IDENTICAL TO PHASE 1

APPROXIMATE LOCATION OF INGRESS/EGRESS FROM PHASE 1 TO PHASE 2, IF CONSTRUCTED

106 REDFIELD PLZ
ZONING: B-2
LOCAL BUSINESS

NEW 6' CHAINLINK FENCE, PERMANENT

NEW 6' CHAINLINK FENCE, TEMPORARY

839 W GREEN ST
ZONING: POSD
PROFESSIONAL OFFICE SERVICE

NEW 6' CHAINLINK FENCE, TEMPORARY

DOBBINS STREET

25' FRONT SETBACK

R.O.W.

PASS-THRU GATE TO HYDRANT.

PHASE 1 OUTDOOR STORAGE/PARKING AREA

10' O.C. (TYP.)

R.O.W.

NEW 6' CHAINLINK FENCE, TEMPORARY

PLANT EVERGREEN TREE, SEE NOTE #10 ABOVE (TYP.)

W. HANOVER STREET

1101 W HANOVER ST
ZONING: I-1
RESEARCH AND MANUFACTURING

PLANT TREE - 2 1/2' ACER SACCHARUM 'COMMEMORATION' OR 'LEGACY'. COORDINATE WITH CITY OF MARSHALL.

PLANT TREE - 2 1/2' ZELKOVA SERRATA 'GREEN VASE'. COORDINATE WITH CITY OF MARSHALL.

PLANT TREE - 2 1/2' ACER SACCHARUM 'COMMEMORATION' OR 'LEGACY'. COORDINATE WITH CITY OF MARSHALL.



ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA.
FIELD WORK PERFORMED BY:
HURLEY & STEWART, LLC

TEMPORARY SITE LAYOUT PLAN - SLU
HANOVER STREET STORAGE
SUNDANCER, LLC

Sheet Title:
Project:
Client:

4/30/26
Sheet

C-2B

hurley & stewart, llc
2800 s. 11th street
kalamazoo, michigan 49009
269.552.4960 fax 269.552.4961
www.hurleystewart.com



Job No. 23-0410 P.M.-IMP. Drlt. I.V. QA/QC: 4/30/26
ISSUED FOR/REVISIONS:
2 SITE PLAN REVIEW COMMENTS 6/8/23
3 CITY REVISIONS 7/5/23
4 OWNER REVISIONS 9/14/23
5 SPECIAL LAND USE APPLICATION 4/30/26
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City of Marshall
Application for Site Plan Review

Attn: Planning and Zoning Administrator
323 W Michigan Ave.
Marshall, Michigan, 49068

The following application is made to the City of Marshall Planning Commission in accordance with the provisions of the Planning and Zoning Department.

1. Applicant Information

Address of property being developed:

902 W. HANOVER ST., MARSHALL, MI 49068

Owner of property being developed:

SUNDANCER LLC, ADAM & KELLY RICKERT

Owner's Address:

PO BOX 247, COLDWATER, MI 49036
City State Zip

Owner's Phone Number:

ADAM - (260) 437-4781

2. Owner's Agent if working for property owner.

Name and Title:

Address:

_____ City State Zip

Phone Number:

City of Marshall
Application for Site Plan Review

3. Brief description of proposed project

UTILIZE EAST END (UNDEVELOPED AREA) OF
HANOVER STREET STORAGE PROPERTY TO
BE USED AS "OUTSIDE" STORAGE, UNTIL
SUCH TIME THAT ADDITIONAL "INSIDE"
STORAGE BUILDINGS WILL BE BUILT TO
SUPPORT PRIORITY GROWTH OF INSIDE
STORAGE BUSINESS FOR ENTIRE PROPERTY.

4. Property Information

Is this property located in a floodplain?

NO

Is this property located in a wetland?

NO

Land area in square feet?

~ 117,500 TOTAL PROPERTY

Proposed building area in square feet?

~ 35,000² FT PHASE 1, ~ 16,000² FT PHASE 2

Proposed paved area in square feet?

~~~ 16,000~~ N/A

Existing paved area in square feet?

~ 30,000<sup>2</sup> FT EXISTING PARKING LOT PAVED

Lake or stream within 500 feet?

NO

Any other agencies contacted for  
approvals?

If so, please list:

**City of Marshall**  
**Application for Site Plan Review**

**5. Authorization (Must be signed by the owner of the property)**

I am the owner of record for this property for which this application is being filed and as such, I am familiar with the development being proposed to be carried out on my property.

I hereby, give permission for this application to be filed with the full understanding that certain restriction may be placed on the property relative to the approval of the proposed work.

I further certify that under penalties of perjury, I am to sign this application.

Name (Please Print) ADAM RICHERT

Title: CO-OWNER, SUNDANCER LLC Date: 06 MAY 2026

Signature: Adam D. Richter

**Note:** If there are multiple owners of the property or you are representing a group, corporation, or other organization attach a copy of a certified letter authorizing you to sign this application for the proposed development.

| LAND USE AND DEVELOPMENT FEES                                              |               |          |
|----------------------------------------------------------------------------|---------------|----------|
| <b>PLATS</b>                                                               |               |          |
|                                                                            | Up to 30 Lots | \$550.00 |
|                                                                            | Over 30 Lots  | \$750.00 |
| <b>SITE CONDOMINIUMS</b>                                                   |               |          |
|                                                                            | Up to 30 Lots | \$450.00 |
|                                                                            | Over 30 Lots  | \$650.00 |
| <b>SITE PLANS</b>                                                          |               |          |
|                                                                            |               | \$400.00 |
| Planned Unit Development                                                   |               |          |
| Amend a PUD                                                                |               |          |
|                                                                            |               |          |
|                                                                            |               |          |
|                                                                            |               |          |
|                                                                            |               |          |
| Additions to existing Site Plans if Planning Commission Review is required |               | \$100.00 |
| Extending Site Plan with Planning Commission                               |               | \$200.00 |

# CITY OF MARSHALL

## City of Marshall Grease Discharge Control Policy

All non-residential establishments that prepare, cook, or dispense food and discharge wastewater to the City of Marshall sanitary sewer system, are required to install and maintain an appropriately sized grease trap/grease interceptor. These establishments include but are not limited to restaurants, school kitchens, hotel kitchens, hospitals, church kitchens, bars, clubs, grocery stores, etc.

The City of Marshall Sewer Use Ordinance prohibits the discharge of grease in amounts that could cause interference or obstruction of wastewater flow. The Sewer Use Ordinance establishes the City's authority to enforce this policy and to impose fines and penalties for non-compliance, and to recover costs associated with enforcement & non-compliance.

Owners are required to contract a licensed plumber to install a properly sized grease trap/interceptor in accordance with the State of Michigan Plumbing Code. The grease trap or interceptor shall be certified by and/or designed according to the Plumbing and Drainage Institute standards. Prior to final connection to the City's sanitary sewer, the owner must notify the City Plumbing Inspector for inspection. The City of Marshall Wastewater Treatment Department must also be notified. Grease trap/interceptor location and specifications must be provided along with a written employee grease handling policy and an appropriate grease trap/interceptor maintenance schedule. Failure to meet code requirements, or provide required information will result in a denial to connect.

City personnel will inspect grease trap/interceptors and maintenance records on a regular basis. Failure to appropriately maintain a grease trap/interceptor may result in fines and/or disruption of service.

### **Cross Connections**

In an effort to eliminate cross connections, the applicant needs to install backflow prevention devices in accordance with the Michigan Plumbing Code. For non-residential water users, backflow prevention devices for facility containment are preferred. Prior to connecting to water services, a cross connection inspection must be scheduled.

**Building Official:** 269.781.3985



# CITY OF MARSHALL

## Site Plan Review Checklist for General Development

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

Zoning District \_\_\_\_\_

Proposed Use: \_\_\_\_\_

Is this a Permitted Use? ☐ Yes ☐ No

If yes list section number: \_\_\_\_\_

Is the property in the Well Head Protection Area? ☐ Yes ☐ No ☐ NA

Property Address: \_\_\_\_\_

### Information of Responsible Party that prepared plans

Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# CITY OF MARSHALL

Zoning Ordinance, Article 6: Development Procedures: Section 6:3 - Site Plan Review is needed when:

- ☐ (A) - Any use or development stipulated elsewhere in the ordinance.
- ☐ (B) - All uses subject to land approval.
- ☐ (C) - Any areas for which off-street parking is required except for single- and two-family dwellings on a single lot.
- ☐ (D) - All permitted use, new construction, or any change of use lying contiguous to or across the street from a residential district.
- ☐ (E) - All residentially related uses permitted in a one-family district such as, but not limited to, institutional uses, churches, or public facilities.
- ☐ (F) - Any new use, addition or accessory structure that requires additional off-street parking to that already provided.
- ☐ (G) - Site plans for subdivisions and site condo developments.
- ☐ (H) - All uses not otherwise included within a specific use district.
- ☐ (I) - Any use for which the zoning administrator determines that PC review is necessary to determine compliance with the zoning ordinance.
- ☐ (J) - Amendments to approve site plans, except that the City Manager may approve minor modifications.

**Note: Staff will review all plans prior to submitting them to Planning Commission.**

**Development Procedures: 6.3 – Site Plan Review: The following information should be included in your site plan:**

- ☐ Plans submitted for site plan review shall be stamped by a design professional licensed by the State of Michigan such as a landscape architect, architect, or civil engineer.
- ☐ Site plans shall be drawn to an engineer's scale appropriate for a sheet size of at least 24 by 36 inches, not to exceed one (1) inch equals 50 feet. If a large development must be depicted in sections on multiple sheets, then an overall composite sheet shall be provided.
- ☐ Date, north arrow scale, existing zoning, zoning of adjacent properties, legal description of the property, easements, and the names and addresses of the

## CITY OF MARSHALL

architect, planner, designer, or civil engineer responsible for the preparation of the site plan.

☐

The dimensions of all lot and property lines, showing the relationship of the subject property to abutting properties and a boundary survey of the parcel.

☐

The location, height and dimensions of all existing and proposed structures on the subject property and all existing structures within 100 feet of the subject property.

☐

A finished floor elevation and exterior building elevation drawing shall be submitted with the site plan.

☐

The location of all existing and proposed drives, walks and parking areas.

☐

The location and right-of-way widths of all abutting streets and alleys.

☐

The location and size of all existing and proposed sanitary sewer lines, water lines, and storm drainage facilities must be shown.

☐

The location and size of all existing and proposed electric, natural gas, telephone, cable TV and solid waste disposal facilities must be shown.

☐

The location, height area of illumination and fixture details of all existing and proposed lighting shall be provided. All lighting shall be located and oriented to have a minimal impact on adjacent properties.

☐

The size, height, location and illumination of all existing and proposed signs shall be provided to insure ordinance compliance.

☐

The location of existing natural features such as wooded areas, floodplains, wetlands, drainage courses, and a topographic survey of spot elevations of the site.

☐

Other information as requested by the Zoning Administrator or Planning Commission to verify that the site and use follow the Ordinance.

☐

The Planning Commission may waive any of the foregoing requirements determined unnecessary for site plan review purposes.

# CITY OF MARSHALL

## PLANNING COMMISSION CONSIDERATIONS

The Planning Commission shall consider the following standards in the process of reviewing any site plan for approval:

1. **Adequacy of information.** The site plan information is complete, accurate, and in an understandable form that accurately depicts and describes the proposed development.
2. **Site appearance and preservation.** The site layout promotes the normal and orderly development of surrounding lots, and the development layout preserves, to the extent feasible, the site's natural, cultural, and historical features, such as but not limited to significant buildings, wetlands, topography, and woodlands.
3. **Pedestrian access.** Existing and proposed sidewalks or pedestrian pathways connect to existing and planned public sidewalks and pathways in the area, and comply with applicable barrier-free access standards.
4. **Vehicular circulation.** Drives, streets, parking, site access and other vehicle-related elements are designed to minimize traffic conflicts on adjacent streets, and to promote safe and efficient traffic circulation.
5. **Parking and loading.** Off-street parking lots and loading areas are arranged and located to accommodate the intensity of proposed uses, minimize conflicts with adjacent uses, and promote shared-use of common facilities where feasible.
6. **Building composition.** Building design and architecture are harmonious with the surrounding neighborhood with regard to scale, mass, proportion, and materials.
7. **Screening.** Adequate screening elements have been provided to buffer or separate unlike or conflicting land uses, and to screen off-street parking, mechanical appurtenances, loading and unloading areas and storage areas from abutting residential districts and street rights-of-way.
8. **Exterior lighting.** All exterior lighting fixtures are designed and arranged to minimize glare and light trespass, prevent vision impairments, and maximize security.
9. **Impact upon public services.** The impact upon public services (including utilities, streets, police and fire protection, emergency access, and public sidewalks and pathways) will not exceed the existing or planned capacity of such services.



DRAWING LOCATION: H:\23-0410 (Hanover Street) - FINAL DRAWINGS\23-0410 Title Sheet.dwg LAST SAVED BY: NWA ON 6/7/2023

HANOVER STREET STORAGE, ISSUED FOR SITE PLAN REVIEW, 4/25/23

# Site Plan Review

# Hanover Street Storage

1102 Hanover Street  
City of Marshall  
Calhoun County, MI  
6/8/23

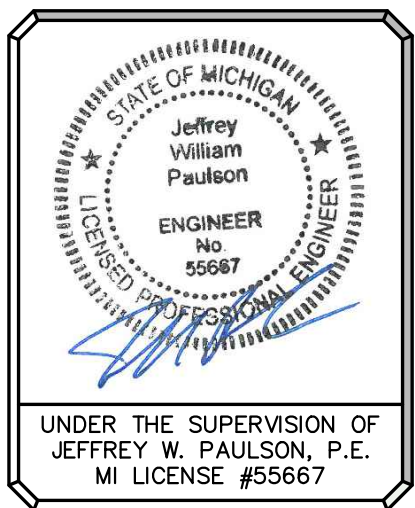
**OWNER**

SUNDANCER, LLC  
ADAM RICKERT  
1102 W. HANOVER STREET  
MARSHALL, MI 49068

**PLANS PREPARED BY:**

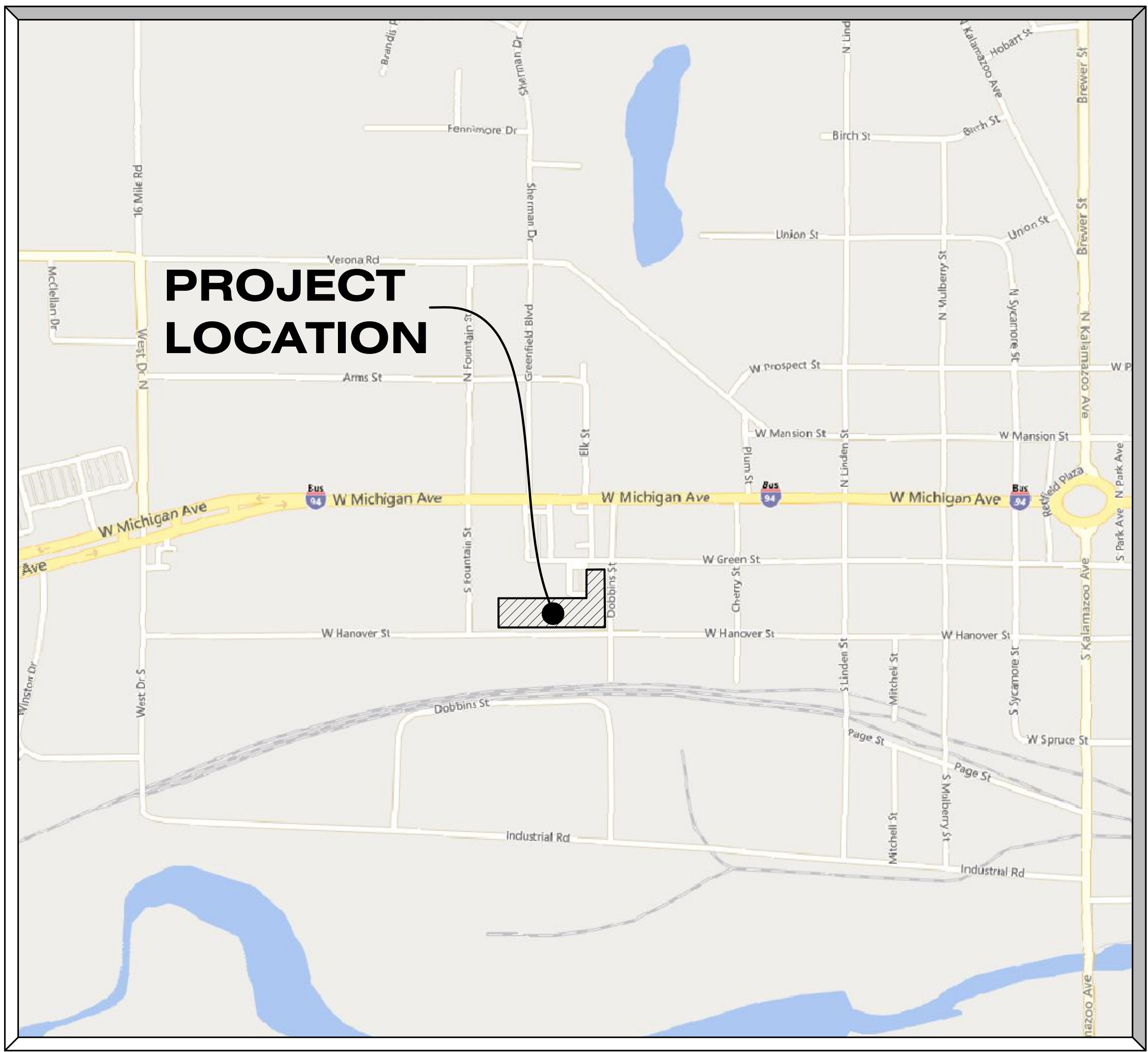


hurley & stewart, llc  
2800 s. 11th street  
kalamazoo, michigan 49009  
269.552.4960 fax 269.552.4961  
www.hurleystewart.com



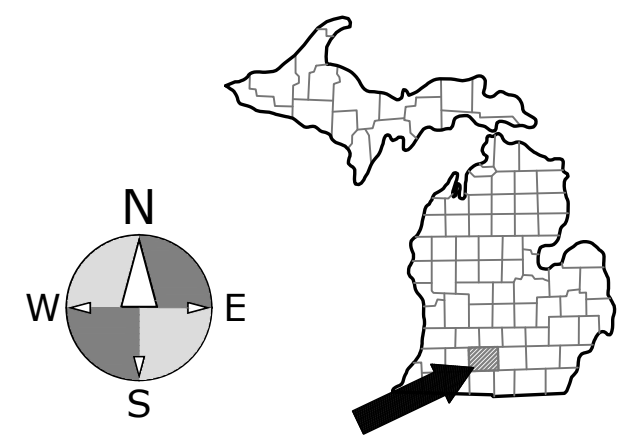
**UTILITY CONTACTS:**

|                                                                                                   |                          |
|---------------------------------------------------------------------------------------------------|--------------------------|
| CONSUMERS ENERGY CO.<br>STEVE MINER<br>2500 E. CORK STREET<br>KALAMAZOO, MI 49001<br>269.337.2299 | ELECTRIC/GAS             |
| MARSHALL FIBERNET<br>900 S. MARSHALL AVE.<br>MARSHALL, MI 49068<br>269.558.4842                   | FIBER OPTIC              |
| CITY OF MARSHALL<br>KEVIN MAYNARD<br>900 S. MARSHALL AVE.<br>MARSHALL, MI 49068<br>269.558.0329   | ELECTRIC                 |
| CITY OF MARSHALL<br>DEPARTMENT OF PUBLIC WORKS<br>323 W. MICHIGAN AVE.<br>MARSHALL, MI 49068      | WATER/SANITARY/<br>STORM |
| MARGUERITE DAVENPORT<br>269.781.3289, EMERG: 269.781.8631                                         | WATER/SANITARY/<br>STORM |
| ALEC EGNATUK<br>269.781.3289                                                                      | SANITARY                 |
| AARON AMBLER<br>269.781.3289                                                                      | WATER                    |



**SITE LOCATION MAP**

SCALE: 1" = 500'



**DRAWING INDEX**

| SHT # | DESCRIPTION                |
|-------|----------------------------|
|       | TOPOGRAPHIC SURVEY         |
| C-1   | - SITE DEMOLITION PLAN     |
| C-2   | - SITE LAYOUT PLAN         |
| C-3   | - SITE GRADING & SESC PLAN |
| C-4   | - SITE UTILITY PLAN        |
| C-5   | - DETAILS                  |
| C-6   | - STORM DETAILS            |
| P-1   | - PHOTOMETRIC PLAN         |

**PRELIMINARY**  
NOT FOR CONSTRUCTION



EXISTING TOPOGRAPHY PROVIDED BY HURLEY & STEWART, LLC. ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA.

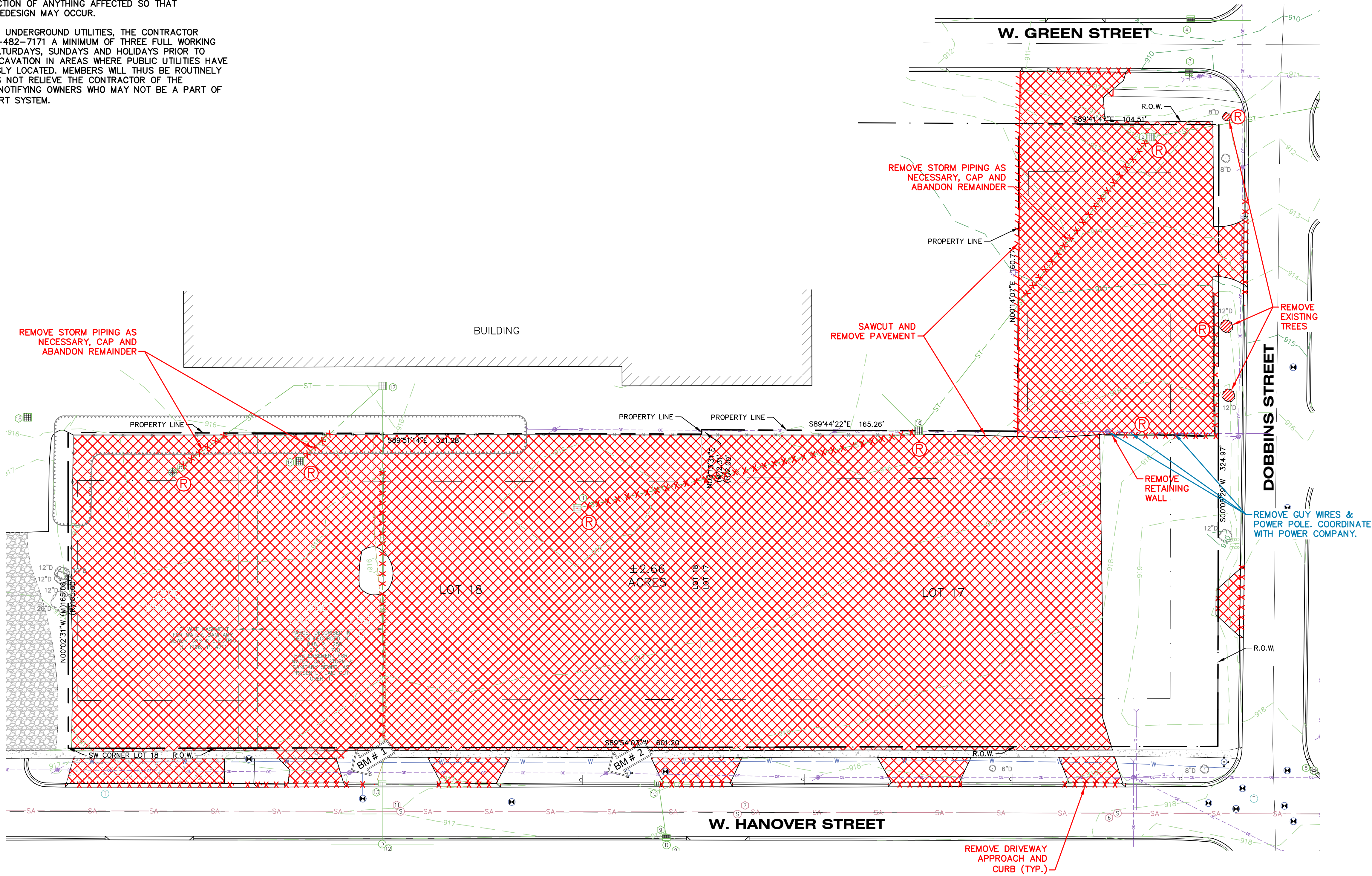
ISSUED FOR:  
SITE PLAN REVIEW  
6/8/23



DRAWING LOCATION: H:\23-041D (Mammoth Storage)\FINAL DRAWINGS\C-1 Site Demolition Plan.dwg - LAST SAVED BY: REICHARDSON ON 6/7/2023

REMOVAL NOTES

1. REVIEW ALL THE REMOVALS AND PROTECTION WITH OWNER PRIOR TO COMMENCING CONSTRUCTION. INSTALL TEMPORARY SNOW FENCE AROUND ALL TREES REQUIRING PROTECTION. SNOW FENCE SHALL BE PLACED AT EDGE OF DRIP LINE.
2. SAWCUT ALL CURB, SIDEWALK, AND PAVEMENTS PRIOR TO REMOVAL. ADDITIONAL SAWCUT MAY BE NECESSARY PRIOR TO REPLACEMENT TO ENSURE CLEAN EDGE.
3. ALL REMOVALS SHALL BE TAKEN OFF-SITE AND DISPOSED OF. NO STOCKPILE OR BURNING OF DEBRIS IS ALLOWED.
4. COMPLY WITH ALL ASPECTS OF THE SOIL EROSION CONTROL PERMIT AS ISSUED BY CALHOUN COUNTY. ALL TEMPORARY CONTROL MEASURES SHALL BE IN PLACE PRIOR TO COMMENCING CONSTRUCTION.
5. ALL REMOVALS SHALL BE TO THE LIMITS INDICATED ABOVE UNLESS OTHERWISE DIRECTED BY THE ENGINEER. UNAUTHORIZED REMOVALS AND SUBSEQUENT REPLACEMENT SHALL BE AT THE CONTRACTOR'S EXPENSE.
6. REMOVE, STORE, AND RESET ANY EXISTING SIGNS AS DIRECTED BY THE ENGINEER/OWNER.
7. REMOVE ALL TREES TO THE CLEARING LIMITS AS SHOWN. REMOVE ALL EXISTING TREES, STUMPS AND BRUSH FROM THE SITE AS NECESSARY TO CONSTRUCT THE IMPROVEMENTS.
8. REVIEW CLEARING LIMITS WITH OWNER PRIOR TO COMMENCING WORK. PRESERVE TREES WHERE INDICATED.
9. IF ANY ERRORS, DISCREPANCIES, OR OMISSIONS BECOME APPARENT, THESE SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONSTRUCTION OF ANYTHING AFFECTED SO THAT CLARIFICATION OR REDESIGN MAY OCCUR.
10. FOR PROTECTION OF UNDERGROUND UTILITIES, THE CONTRACTOR SHALL CALL 1-800-482-7171 A MINIMUM OF THREE FULL WORKING DAYS EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS PRIOR TO BEGINNING EACH EXCAVATION IN AREAS WHERE PUBLIC UTILITIES HAVE NOT BEEN PREVIOUSLY LOCATED. MEMBERS WILL THUS BE ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING OWNERS WHO MAY NOT BE A PART OF THE "MISS DIG" ALERT SYSTEM.



| REMOVALS LEGEND |                           |
|-----------------|---------------------------|
| XXXXXX          | CURB REMOVAL              |
| ////            | SAWCUT                    |
| XXXXXX          | PAVEMENT/SIDEWALK REMOVAL |
| XXXXXX          | UTILITY LINE REMOVAL      |
| (R)             | TREE REMOVAL              |
| (P)             | REMOVE                    |
| (S)             | PROTECT                   |
| (S)             | SALVAGE                   |
| ---             | LIMITS OF CONSTRUCTION    |



ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA.  
FIELD WORK PERFORMED BY:  
HURLEY & STEWART, LLC

SITE DEMOLITION PLAN  
HANOVER STREET STORAGE  
SUNDANCER, LLC

Sheet Title:  
Project:  
Client:

6/8/23  
Sheet  
C-1

| ISSUED FOR/REVISIONS:       |         |
|-----------------------------|---------|
| 1 SITE PLAN REVIEW          | 4/25/23 |
| 2 SITE PLAN REVIEW COMMENTS | 6/8/23  |

Job No. 23-041D P.M.-JWP Drt.-JW QA/QC: 6/8/23  
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2800 s. 11th street  
kalamazoo, michigan 49009  
269.552.4960 fax 269.552.4961  
www.hurleystewart.com



DRAWING LOCATION: H:\3-0410 (Marshall Storage)\FINAL DRAWINGS\3-2 Site Layout\Proposed LAST SAVED BY: TISHARDSON ON 6/8/2023

## ZONING REQUIREMENTS

### ZONING

THE SITE IS ZONED I-1 RESEARCH AND MANUFACTURING  
SETBACKS APPROVED AT ZBA MEETING JAN 19, 2023  
SETBACKS: FRONT - 25', 5' ALONG WEST PL  
SIDES - 25', 5' ALONG WEST PL  
REAR - 25'  
24'3" REAR & FRONT SETBACKS APPROVED  
BY ERIC ZUZZA VIA EMAIL APR 4, 2023

LOT COVERAGE: BASE 37.5%, ALTERNATE 42.5%

### PARKING

TOTAL PARKING SPACES REQUIRED:  
2 SPACES x CARETAKER DWELLING  
1 SPACE PER 275 OF USABLE SPACE IN PRIMARY BUILDING

#### IN BASE PLAN:

0 CARETAKERS/CARETAKER DWELLINGS,  
0 SOFT OF NON-DRIVE-UP STORAGE  
 $2 \times 0 + 0/275 = 0$  SPACES  
BARRIER FREE SPACES REQUIRED = 0

#### IN ALTERNATE PLAN:

0 CARETAKERS/CARETAKER DWELLINGS,  
6,325 SQFT OF NON-DRIVE-UP STORAGE  
 $2 \times 0 + 6,325/275 = 23$  SPACES  
BARRIER FREE SPACES REQUIRED = 1

BARRIER FREE SPACES = 1 PROVIDED  
ALL BARRIER FREE SPACES DESIGNED PER ADA REQUIREMENTS  
TYPICAL PARKING SPACE DIMENSION = 8'x24'

THERE ARE 45 SPACES THAT EXIST ON SITE FOR ACCESSING OF INDIVIDUAL UNITS.

### BUILDING INFORMATION

BUILDING HEIGHT = 40' X 115' BUILDING = 8'-11"  
30' X 115' BUILDING = 8'-9"

### DRIVEWAYS

PRIMARY DRIVEWAY: HANOVER STREET  
INGRESS & EGRESS  
SECONDARY DRIVEWAY: DOBBINS STREET  
EGRESS (INGRESS ONLY WITH REMOTE CONTROL)

### SIGNS

4 PROPOSED SIGNS - 5' X 10' EA  
LOCATIONS:  
1) SW CORNER OF BLDG 3/4 OR 5/6 FACING S  
2) SE CORNER OF BLDG 9 FACING E  
3) N SIDE OF BLDG 10 FACING N  
4) SW CORNER OF BUILDING 1 FACING W

### TRASH

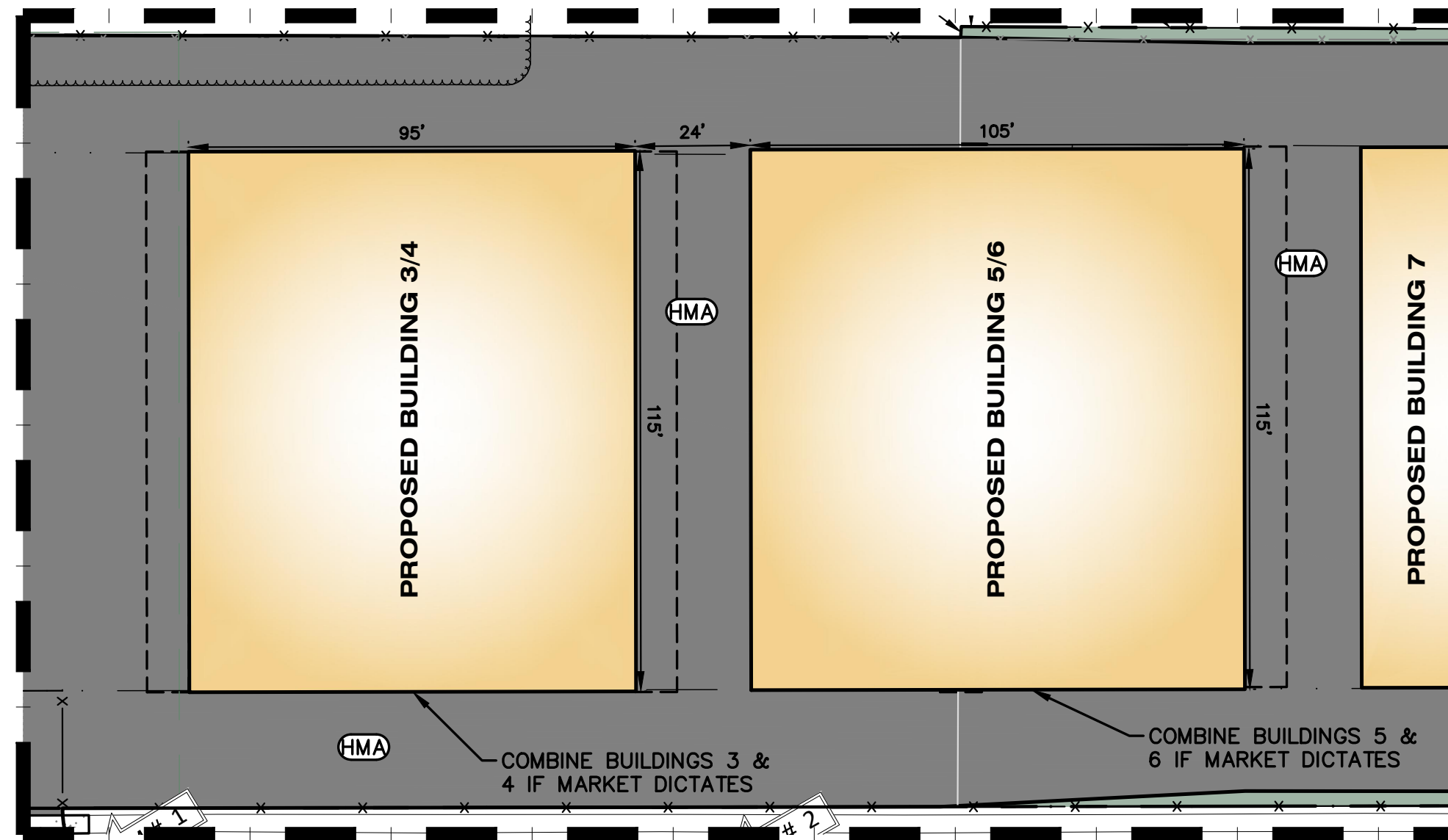
NO TRASH DISPOSAL WILL BE PROVIDED ON SITE.

## SITE LEGEND

(HMA) HMA PAVEMENT  
(CW) CONCRETE WALK  
(C4) C4 CURB AND GUTTER

## LEGEND

PROPOSED BUILDING  
STANDARD DUTY HMA PAVEMENT  
CONCRETE SIDEWALK  
CONCRETE CURB AND GUTTER  
TYPE VARIES



## ALTERNATE

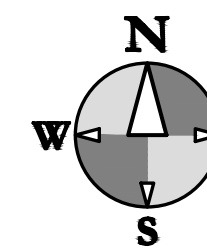
SCALE: 1" = 20'

NOTE: FOR THE PROPOSED ALTERNATE BUILDINGS, THE FOOTPRINT OF IMPERVIOUS AREA REMAINS THE SAME. PROPOSED BUILDINGS AND PAVEMENT USE THE SAME RUNOFF COEFFICIENT; THEREFORE, CHANGES TO STORMWATER STORAGE VOLUMES ARE NOT NEEDED. IN THE EVENT THE ALTERNATE IS CHOSEN, THE BUILDINGS SHALL BE GRADED SO THE BUILDING MAINTAINS THE 1% SLOPE TO THE NORTH. CURRENT DRIVE AISLE GRADES ARE TO BE USED. CONSULT ENGINEER PRIOR TO CONSTRUCTION TO VERIFY GRADES.

## NOTES

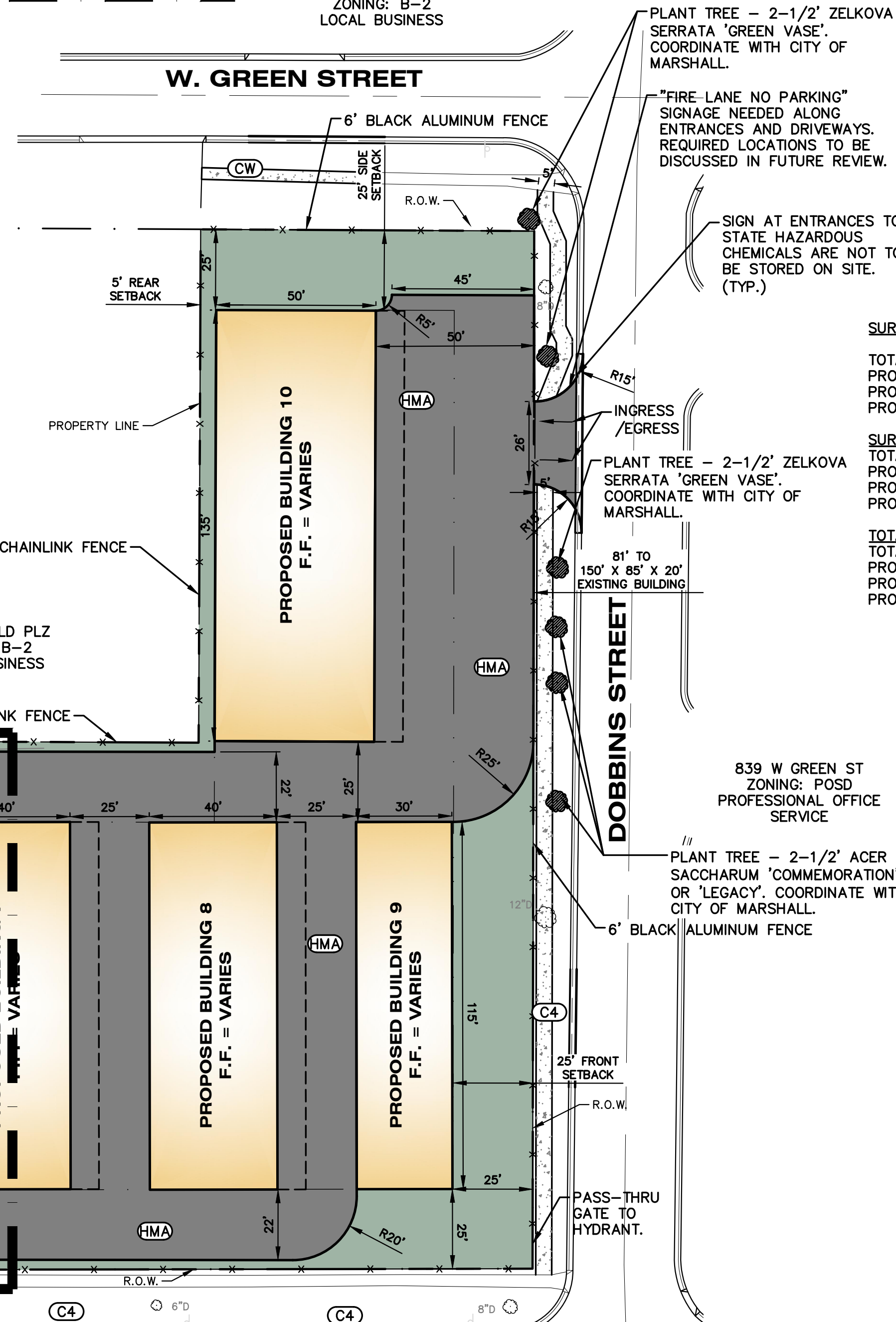
- ALL DIMENSIONS SHOWN ARE TO THE EDGE OF METAL.
- PROVIDE CURB CUTS/RAMPS AT ALL BARRIER FREE ACCESS POINTS.
- PAVEMENT MARKINGS AND SIGNAGE SHALL CONFORM TO THE CURRENT MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND MICHIGAN BARRIER FREE CODE.
- MATCH EXISTING CURB & GUTTER SECTIONS WHEN CONNECTING TO THEM. CONDITIONS VARY THROUGHOUT PROJECT.
- ALL SIGNAGE AND STRIPING SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
- EXCEPT WHERE OTHERWISE INDICATED ON THESE PLANS, ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, AND CITY OF MARSHALL STANDARDS SPECIFICATIONS.
- IF ANY ERRORS, DISCREPANCIES, OR OMISSIONS BECOME APPARENT, THESE SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONSTRUCTION OF ANYTHING AFFECTED SO THAT CLARIFICATION OR REDESIGN MAY OCCUR.
- ALL WORK SHALL CONFORM TO ALL LOCAL, STATE AND FEDERAL LAWS, RULES AND REGULATIONS IN FORCE AT THE TIME OF CONSTRUCTION.
- ALL EXTERIOR CONCRETE SHALL BE MDOT GRADE P1 (3500PSI), AIR ENTRAINED, LIMESTONE AGGREGATE, BROOM FINISHED, CURING SEAL.

0 15 30 60  
1 inch = 30 ft.



855 W MICHIGAN AVE  
ZONING: B-2  
LOCAL BUSINESS

## W. GREEN STREET



## SURFACE ALLOCATION AREAS - WEST WATERSHED

TOTAL DISTURBED AREA = 30,031 SFT  
PROPOSED HMA = 22,306 SFT  
PROPOSED BUILDINGS = 6,900 SFT  
PROPOSED GREENSPACE = 825 SFT

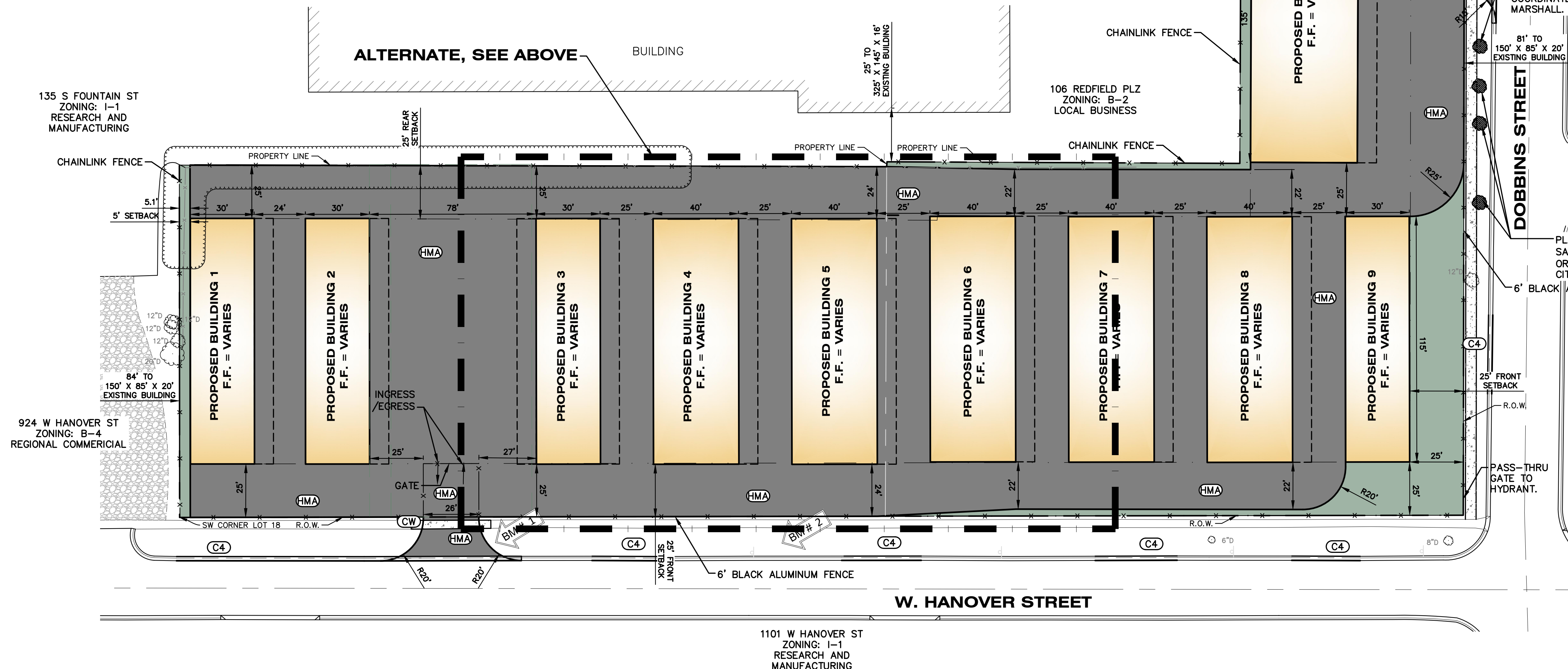
## SURFACE ALLOCATION AREAS - EAST WATERSHED

TOTAL DISTURBED AREA = 85,272 SFT  
PROPOSED HMA = 36,650 SFT  
PROPOSED BUILDINGS = 40,563 SFT  
PROPOSED GREENSPACE = 8,059 SFT

## TOTAL WATERSHED ALLOCATION AREAS

TOTAL DISTURBED AREA = 115,303 SFT  
PROPOSED HMA = 62,869 SFT  
PROPOSED BUILDINGS = 43,550 SFT  
PROPOSED GREENSPACE = 8,884 SFT

## ALTERNATE, SEE ABOVE



Know what's below.  
Call before you dig.

ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS  
DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE  
RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE  
EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY  
ARE THE ONLY UTILITIES IN THE AREA.

FIELD WORK PERFORMED BY:  
HURLEY & STEWART, LLC

hurley & stewart, llc  
2800 s. 11th street  
kalamazoo, michigan 49009  
269.552.4960 fax 269.552.4961  
www.hurleystewart.com

Job No. 23-0410 P.M.-IMP. Drft. LTV. QA/QC: 6/8/23  
ISSUED FOR REVISIONS:  
1 SITE PLAN REVIEW 4/25/23  
2 SITE PLAN REVIEW COMMENTS 6/8/23

SITE LAYOUT PLAN  
HANOVER STREET STORAGE  
SUNDANCER, LLC

Sheet Title:  
Project:  
Client:

6/8/23  
Sheet  
C-2



DRAWING LOCATION: H:\03-0415 (General Storage)\03-0415 Site Grading Plan.dwg LAST SAVED BY: TICHARDSON ON 6/8/2023

GRADING NOTES

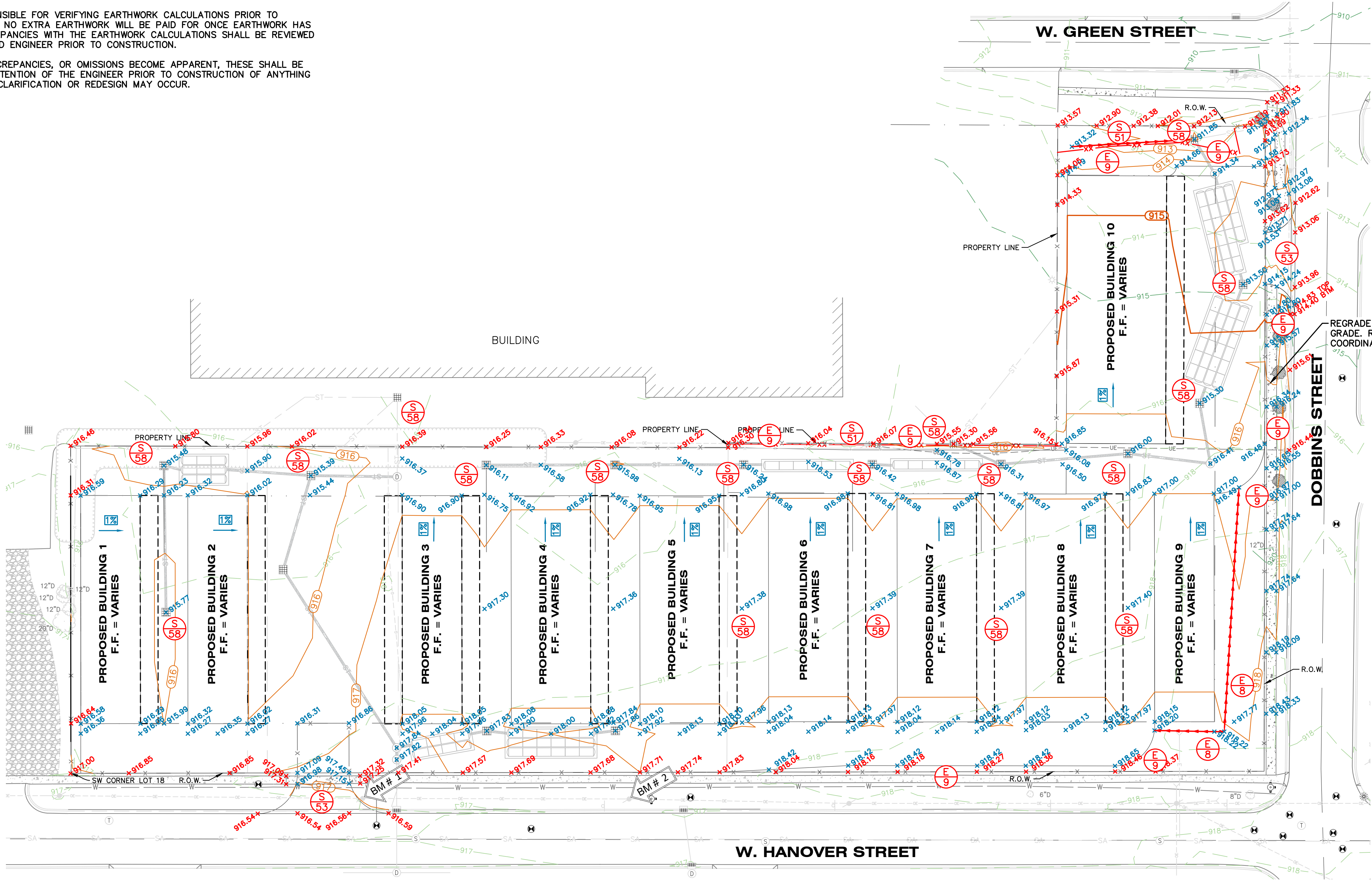
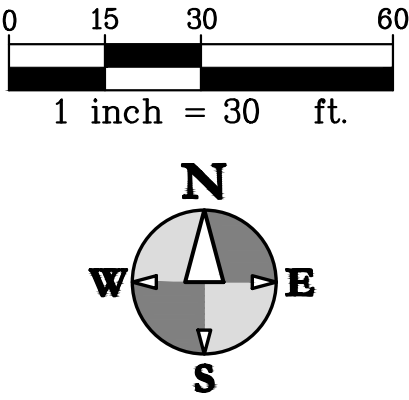
1. MATCH EXISTING GRADES AROUND PERIMETER WITH SLOPES AS SHOWN. MATCH AT 1 ON 6 IF NOT LABELED.
2. THE CONTRACTOR SHALL INSTALL PEDESTRIAN FENCE AROUND ALL EXCAVATIONS TO BE LEFT OPEN OVERNIGHT AS REQUIRED.
3. ALL SPOT ELEVATIONS ARE TOP OF PAVEMENT GRADES AT EDGE OF METAL (EOM) UNLESS OTHERWISE NOTED.
4. ALL SOIL EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO MASS GRADING.
5. ALL EXISTING ELEVATIONS ARE TO BE VERIFIED AND ACCEPTED AS SHOWN PRIOR TO COMMENCEMENT OF WORK.
6. REMOVE AND REPLACE WITH CONTROLLED FILL ANY AREAS THAT HAVE BEEN SOFTENED BY RAINS, FREEZING, CONSTRUCTION EQUIPMENT, ETC.
7. ALL REQUIRED FILL FOR THIS PROJECT SHALL BE SELECTED EXCAVATED MATERIAL FROM THE SITE APPROVED BY THE ENGINEER OR CLASS II GRANULAR MATERIAL FROM BORROW AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
8. ALL GRANULAR FILL UNDER THE INFLUENCE OF THE ROADWAY AND PROCESSED ROAD GRAVEL SHALL BE COMPACTED TO 95% MODIFIED PROCTOR DENSITY.
9. ALL COMPACTION SHALL BE ACCOMPLISHED BY PLACING THE FILL IN 12" LOOSE LIFTS AND MECHANICALLY COMPACTING EACH LIFT TO AT LEAST THE SPECIFIED MINIMUM DRY DENSITY. FIELD DENSITY TESTS SHOULD BE PERFORMED ON EACH LIFT AS NECESSARY TO ENSURE THAT ADEQUATE MOISTURE CONDITIONS AND COMPACTION ARE BEING ACHIEVED.
10. SITE CONTRACTOR SHALL REMOVE AND STOCKPILE ALL TOPSOIL AND BLACK ORGANIC SOILS ON-SITE TO BE USED IN THE REGRADING OF LANDSCAPE AREAS. THIS MATERIAL IS NOT TO BE USED FOR FILL OR PAVEMENT SUBBASE. REMOVAL OF ANY EXCESS SOIL OFF-SITE SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
11. CONTRACTOR RESPONSIBLE FOR VERIFYING EARTHWORK CALCULATIONS PRIOR TO COMMENCING WORK. NO EXTRA EARTHWORK WILL BE PAID FOR ONCE EARTHWORK HAS BEGUN. ANY DISCREPANCIES WITH THE EARTHWORK CALCULATIONS SHALL BE REVIEWED WITH THE OWNER AND ENGINEER PRIOR TO CONSTRUCTION.
12. IF ANY ERRORS, DISCREPANCIES, OR OMISSIONS BECOME APPARENT, THESE SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONSTRUCTION OF ANYTHING AFFECTED SO THAT CLARIFICATION OR REDESIGN MAY OCCUR.

SESC NOTES

1. ALL WORK WILL COMPLY WITH THE PROVISIONS OF THE SOIL EROSION AND SEDIMENTATION CONTROL ACT (ACT 451 OF 1994, PART 91) ADMINISTERED BY THE COUNTY DRAIN COMMISSIONER.
2. FOR INSTALLATION SPECIFICATIONS FOR SOIL EROSION AND SEDIMENTATION CONTROL (SESC) MEASURES, REFER TO THE STATE OF MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT, AND BUDGET (DTMB) SESC MANUAL.
3. AVOID UNNECESSARY DISTURBING OR REMOVING EXISTING VEGETATED TOPSOIL OR EARTH COVER. THESE AREAS ACT AS SEDIMENT FILTERS.
4. CONTRACTOR SHALL AT ALL TIMES COMPLY WITH THE SOIL EROSION CONTROL PERMIT FROM THE CALHOUN COUNTY.
5. ALL TEMPORARY SOIL EROSION PROTECTION SHALL REMAIN IN PLACE UNTIL REMOVAL IS REQUIRED FOR FINAL CLEANUP AND APPROVAL.
6. NO SITE WORK SHALL BEGIN UNTIL THE SILT FENCE AND ACCESS ROAD ARE INSTALLED.
7. ALL SOIL PILES SHALL BE SURROUNDED BY SILT FENCE IF ALLOWED TO REMAIN IN PLACE FOR MORE THAN 7 DAYS. TOPSOIL PILES SHALL BE SEEDED IF ALLOWED TO REMAIN IN PLACE FOR MORE THAN 20 DAYS. SPOIL PILES SHALL NOT BE PLACED WITHIN 50' FROM ANY TEMPORARY OR PERMANENT WATERCOURSE.
8. COORDINATE TOPSOIL STOCKPILE WITH OWNER.
9. PLACE TRACK MATS AT THE ENTRANCE OF SITE TO REDUCE MATERIAL TRACKED OFF SITE.
10. COORDINATE THE CLEARING LIMITS WITH THE OWNER PRIOR TO COMMENCING WORK.
11. IT IS THE INTENT FOR THE EARTHWORK TO BALANCE AND THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THAT THE EARTHWORK SHOWN BALANCES PRIOR TO BEGINNING WORK.
12. PLACE "DO NOT ENTER CONSTRUCTION ZONE" SIGNS AT ALL ENTRY POINTS TO PROJECT.
13. PROVIDE SILT SACKS IN EACH CATCH BASIN UNTIL SITE IS STABILIZED.
14. ALL SOIL EROSION MEASURES SHALL BE IN PLACE PRIOR TO COMMENCING WORK.
15. PLACE SILT FENCES ALONG THE TOE OF TOPSOIL STOCKPILES AND OTHER FILL AREAS. SEED TOPSOIL STOCKPILE AND MAINTAIN SILT FENCES UNTIL SITE IS STABILIZED.
16. PLACE TOPSOIL AND SEED ACCORDING TO THE LANDSCAPE PLANS AS SOON AS AREAS ARE BROUGHT TO GRADE.
17. CLEAN ADJACENT ROADWAYS WHEN NECESSARY.
18. WATER SITE WHEN NECESSARY TO PREVENT AIR BORNE SEDIMENT TRANSFER.
19. PLACE MULCH BLANKET AN ALL SLOPES 1 ON 3 OR STEEPER.

SOIL EROSION AND SEDIMENTATION CONTROL MEASURES

| KEY | BEST MANAGEMENT PRACTICES      | SYMBOL | WHERE USED                                                                                             |
|-----|--------------------------------|--------|--------------------------------------------------------------------------------------------------------|
| E8  | PERMANENT SEEDING              |        | Stabilization method utilized on sites where earth change has been completed (final grading attained). |
| E9  | MULCH BLANKETS                 |        | On exposed slopes, newly seeded areas, new ditch bottoms, or areas subject to erosion.                 |
| S51 | SILT FENCE                     |        | Use adjacent to critical areas, to prevent sediment laden sheet flow from entering these areas.        |
| S53 | STABILIZED CONSTRUCTION ACCESS |        | Used at every point where construction traffic enters or leaves a construction site.                   |
| S58 | INLET PROTECTION FABRIC DROP   |        | Use at stormwater inlets, especially at construction sites.                                            |



GRADING PLAN LEGEND

- PROPOSED CONTOUR 5-FT
- PROPOSED CONTOUR NORMAL
- EXISTING CONTOUR 5-FT
- EXISTING CONTOUR NORMAL
- PROPOSED SPOT GRADE
- PROPOSED SPOT GRADES: TOP AND BOTTOM OF CURB/WALL
- EXISTING SPOT GRADE
- PROPOSED SURFACE SLOPE
- PROPOSED SILT FENCE
- PROPOSED GRADED SWALE
- SOIL BORING
- BENCH MARK
- SOIL EROSION MEASURE
- SEDIMENT CONTROL MEASURE



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Job No. 23-041D P.M.-JWP Drt.-JLV QA/QC: 6/8/23  
ISSUED FOR/REVISIONS:  
1 SITE PLAN REVIEW 4/25/23  
2 SITE PLAN REVIEW COMMENTS 6/8/23  
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SITE GRADING & SESC PLAN  
HANOVER STREET STORAGE  
SUNDANCER, LLC

Sheet Title:  
Project:  
Client:

6/8/23  
Sheet  
C-3



DRAWING LOCATION: H-13-01D (Marshall Storage) FINAL DRAWINGS C-4 Site Utility Plan.dwg LAST SAVED BY: TRICHARDSON ON 6/7/2023

### STORM SEWER STRUCTURE SCHEDULE

| STR. #    | RIM EL. | DIAM. | CASTING | PIPES IN:                       | PIPES OUT      |
|-----------|---------|-------|---------|---------------------------------|----------------|
| **STM #1  | 911.85  | 48"   | 5105 M1 | 12" SE: 907.57                  | *12" E: 907.57 |
| STM #2    | 914.34  | 48"   | 1040 A  | 12" S: 909.44                   | 12" NW: 908.58 |
| STM #3    | 913.50  | 48"   | 5105 M1 | 12" S: 909.47                   | 12" N: 909.47  |
| STM #4    | 915.30  | 48"   | 5105 M1 | 12" S: 909.59                   | 12" N: 909.59  |
| STM #6    | 916.00  | 48"   | 5105 M1 | 12" W: 909.95                   | 12" E: 909.95  |
| STM #7    | 916.31  | 48"   | 5105 M1 | 12" W: 910.31<br>10" NW: 910.27 | 12" E: 910.27  |
| STM #8    | 916.42  | 48"   | 5105 M1 | 12" W: 910.41                   | 12" E: 910.41  |
| STM #9    | 916.24  | 48"   | 5105 M1 | 12" W: 911.86                   | 12" E: 910.41  |
| STM #10   | 915.98  | 48"   | 5105 M1 | 12" W: 912.19                   | 12" E: 912.19  |
| STM #11   | 916.11  | 48"   | 5105 M1 |                                 | 12" E: 912.51  |
| **STM #12 | 917.82  | 48"   | 1040 A  | 12" N: 911.62                   | *12" S: 911.62 |

\* EXISTING PIPE

\*\* OUTLET CONTROL STRUCTURE

### STORM SEWER STRUCTURE SCHEDULE

| STR. #            | PIPES IN:     | PIPES OUT     |
|-------------------|---------------|---------------|
| CHAMBER SET 1 IN  | 12" S: 909.47 |               |
| CHAMBER SET 1 OUT |               | 12" N: 909.47 |
| CHAMBER SET 2 IN  | 12" S: 909.54 |               |
| CHAMBER SET 2 OUT |               | 12" N: 909.47 |
| CHAMBER SET 3 IN  | 12" W: 910.41 |               |
| CHAMBER SET 3 OUT |               | 12" E: 910.41 |
| CHAMBER SET 4 IN  | 12" W: 910.41 |               |
| CHAMBER SET 4 OUT |               | 12" E: 910.41 |
| CHAMBER SET 5 IN  | 12" E: 911.72 |               |
| CHAMBER SET 5 OUT |               | 12" W: 911.70 |
| CHAMBER SET 6 IN  | 12" E: 911.72 |               |
| CHAMBER SET 6 OUT |               | 12" W: 911.72 |
| CHAMBER SET 7 IN  | 12" W: 912.33 |               |
| CHAMBER SET 7 OUT |               | 12" E: 912.25 |

### STORM SEWER STRUCTURE SCHEDULE

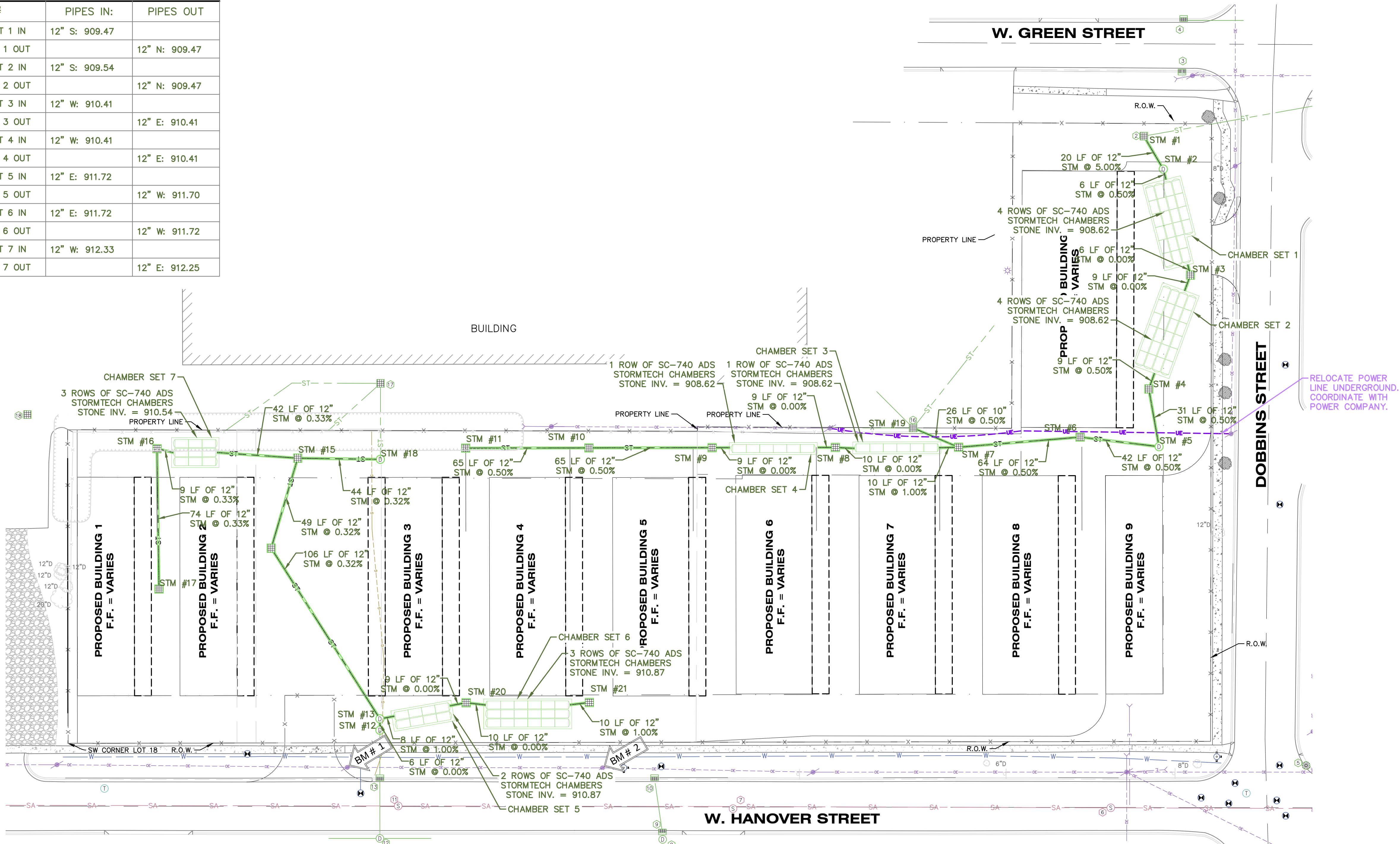
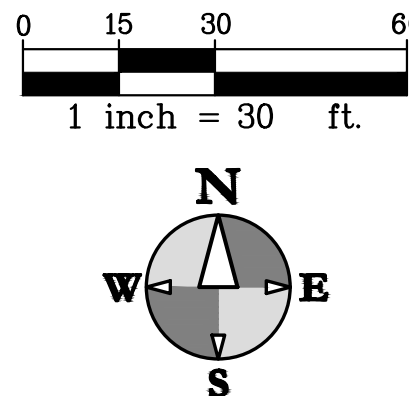
| STR. #  | RIM EL. | DIAM. | CASTING | PIPES IN:                         | PIPES OUT                      |
|---------|---------|-------|---------|-----------------------------------|--------------------------------|
| STM #13 | 917.84  | 48"   | 1040 A  | 12" E: 911.62<br>12" NW: 911.62   | 12" S: 911.62                  |
| STM #14 | 915.31  | 48"   | 5105 M1 | 12" N: 911.96                     | 12" SE: 911.96                 |
| STM #15 | 915.39  | 48"   | 5105 M1 | 12" W: 912.11<br>12" E: 912.11    | 12" S: 912.11                  |
| STM #16 | 915.48  | 48"   | 5105 M1 | 12" S: 912.36                     | 12" E: 912.36                  |
| STM #17 | 915.77  | 24"   | 5105 M1 |                                   | 12" N: 912.60                  |
| STM #18 | 916.57  | 48"   | 1040 A  | 12" S: 912.25                     | 12" W: 912.25<br>12" N: 912.25 |
| STM #19 | 915.55  | 48"   | 5105 M1 | *12" NW: 911.02<br>*12" W: 910.40 | 10" SE: 910.40                 |
| STM #20 | 917.83  | 48"   | 5105 M1 | 12" E: 911.72                     | 12" W: 911.72                  |
| STM #21 | 917.86  | 48"   | 5105 M1 |                                   | 12" W: 911.82                  |

\* EXISTING PIPE

\*\* OUTLET CONTROL STRUCTURE

### UTILITY NOTES

- ALL STRUCTURE CASTINGS TO BE EAST JORDAN IRON WORKS OR APPROVED EQUAL. SEE STRUCTURE TABLE FOR SPECIFIC CASTING AT EACH STRUCTURE.
- STORM SEWERS SHALL BE CONCRETE C76-III, SOLID WALL ADS N-12 RIGID PIPE MEETING AASHTO M-294, TYPE S, OR APPROVED EQUAL INSTALLED PER THE REQUIREMENTS OF MDOT AND THE CITY OF MARSHALL. MANDREL TESTING SHALL BE PERFORMED PRIOR TO PAVING. USE CONCRETE PIPE WHERE INDICATED.
- THE CONTRACTOR SHALL INSTALL PEDESTRIAN FENCE AROUND ALL EXCAVATIONS TO BE LEFT OPEN OVERNIGHT AS REQUIRED.
- CONTRACTOR SHALL REFER TO THE GEOTECHNICAL REPORT FOR GROUNDWATER AND SOILS INFORMATION. ANY UTILITIES REQUIRING DEWATERING SHALL BE INSTALLED TO THE CITY OF MARSHALL STANDARDS AND INCLUDED IN THE INSTALLATION COSTS. CONTRACTOR IS RESPONSIBLE FOR ALL DEWATERING NECESSARY TO CONSTRUCT UTILITIES IN THE DRY.
- DEWATERING MAY BE REQUIRED TO INSTALL OR REMOVE SOME UTILITIES. REFER TO SPECIFICATIONS FOR SPECIFIC REQUIREMENTS. REFER TO GEOTECHNICAL REPORT FOR MORE INFORMATION.
- REMOVE SEDIMENT FROM ALL STRUCTURES ONCE PAVING IS COMPLETE AND REMOVE SILT SACKS.
- IF ANY ERRORS, DISCREPANCIES, OR OMISSIONS BECOME APPARENT, THESE SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONSTRUCTION OF ANYTHING AFFECTED SO THAT CLARIFICATION OR REDESIGN MAY OCCUR.



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Job No. 23-041D P.M.-JWP Drft. JLV QA/QC: 6/8/23  
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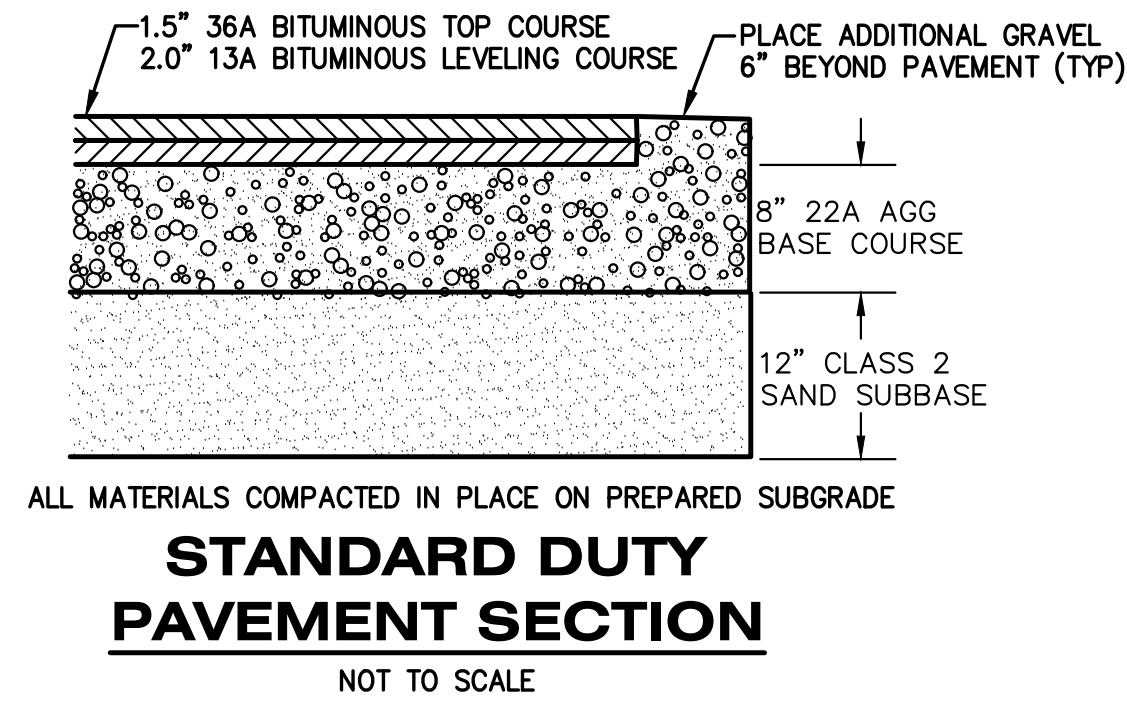
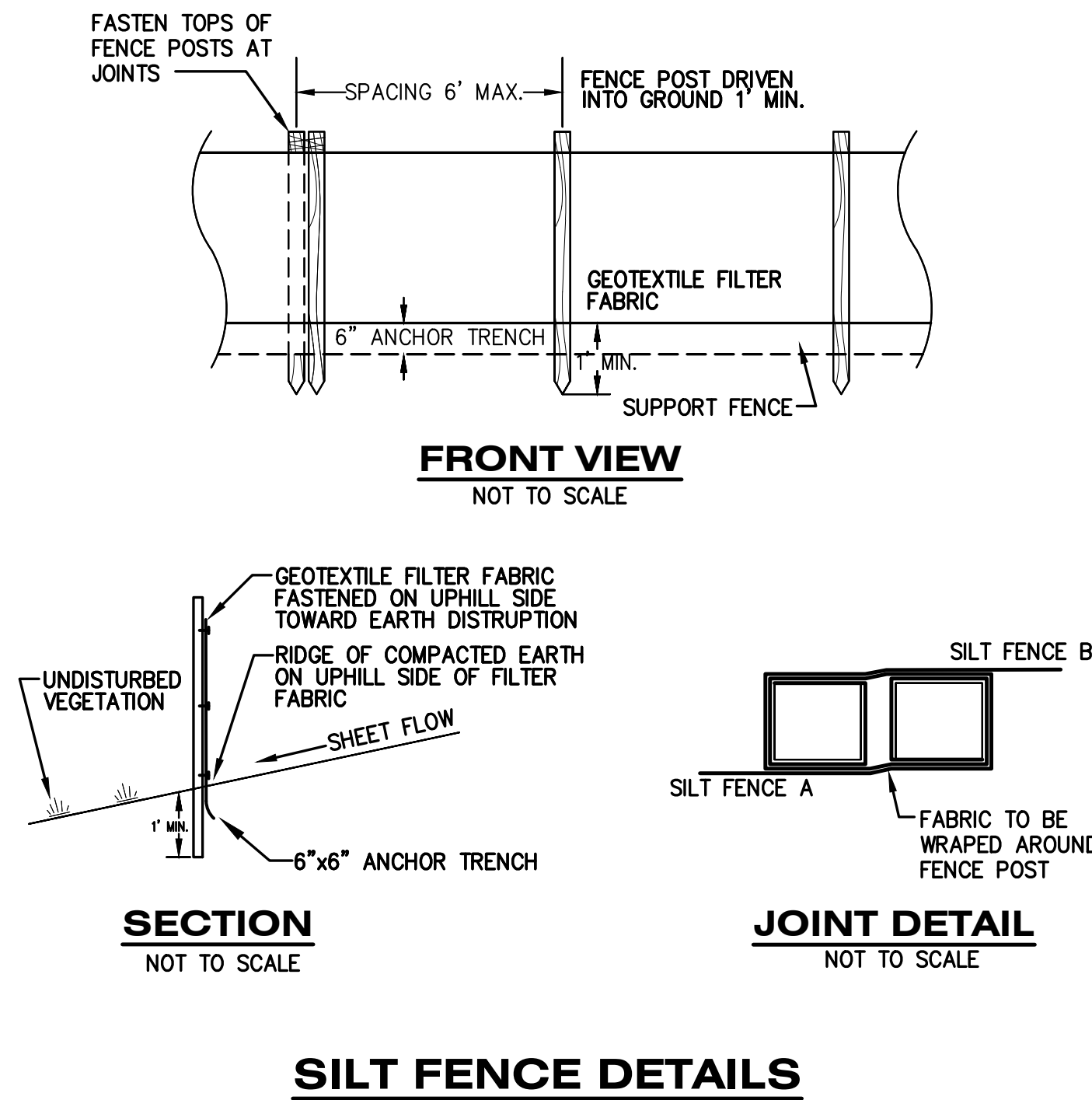
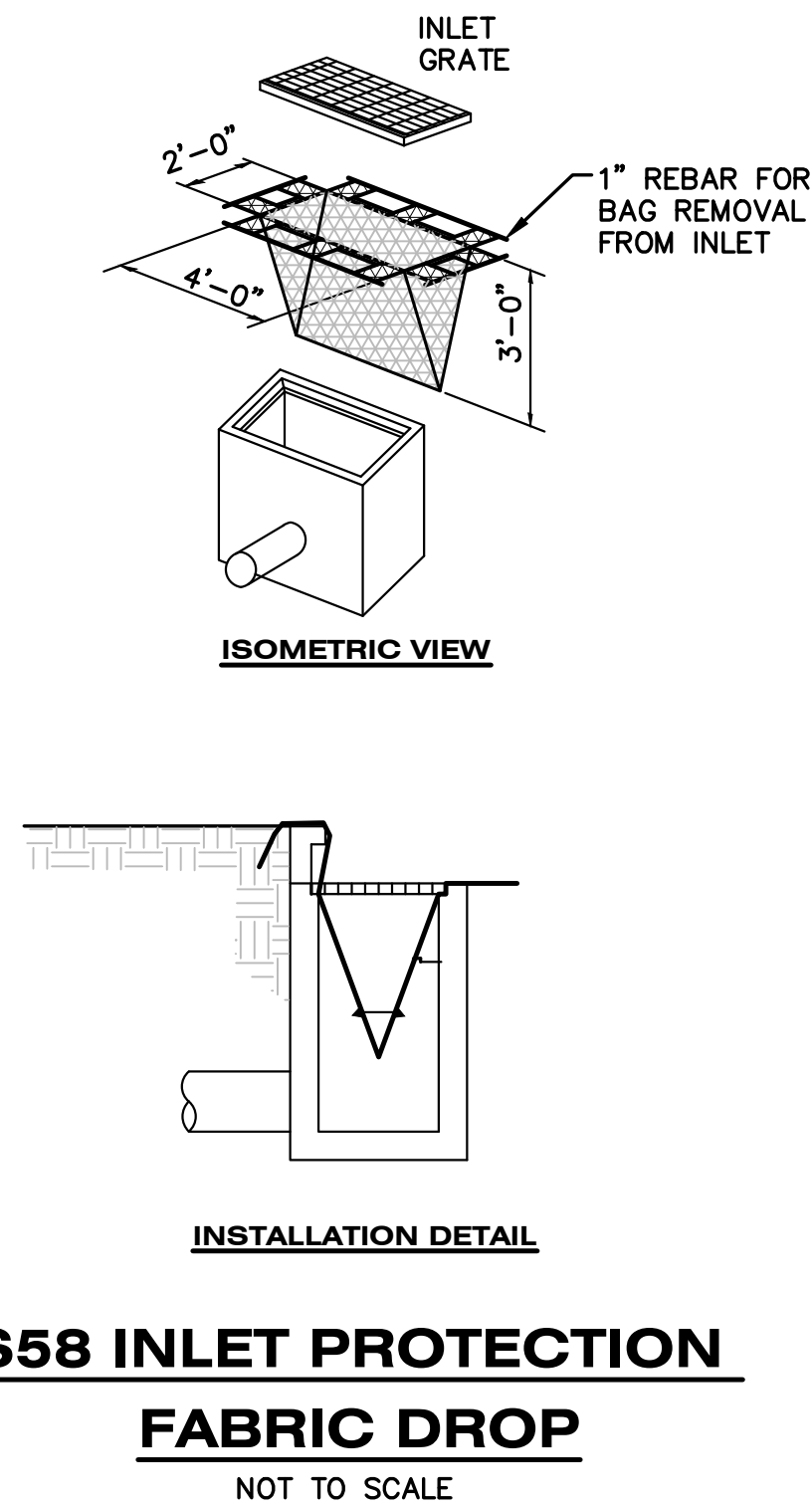
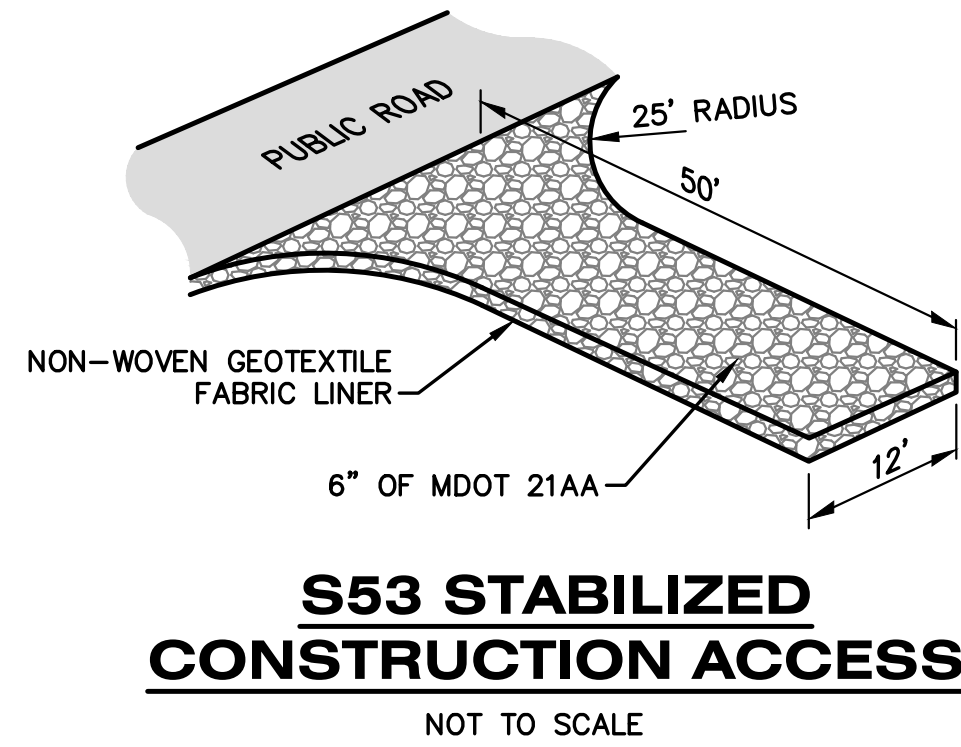
SITE UTILITY PLAN  
HANOVER STREET STORAGE  
SUNDANCER, LLC

Sheet Title:  
Project:  
Client:

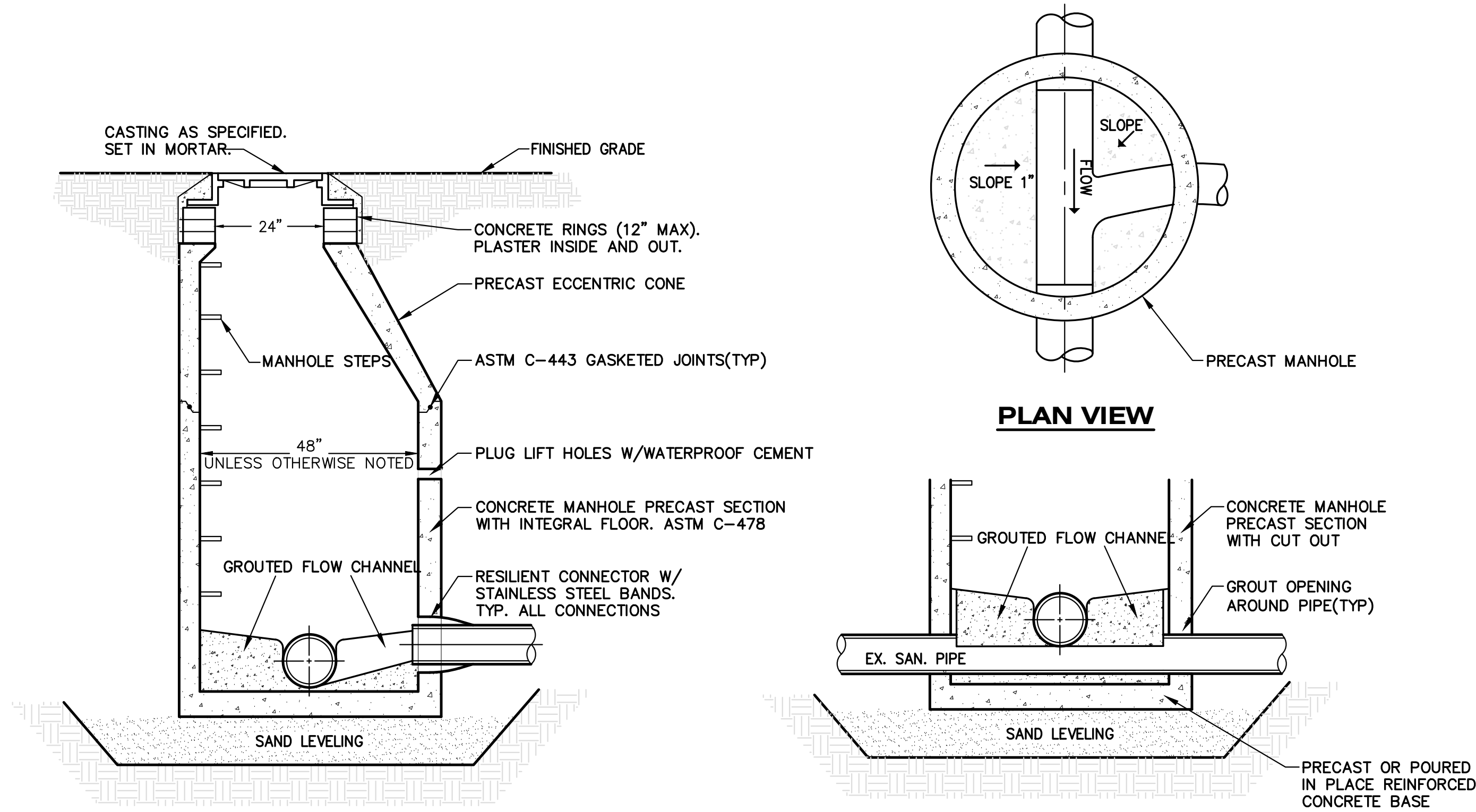
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Sheet

C-4







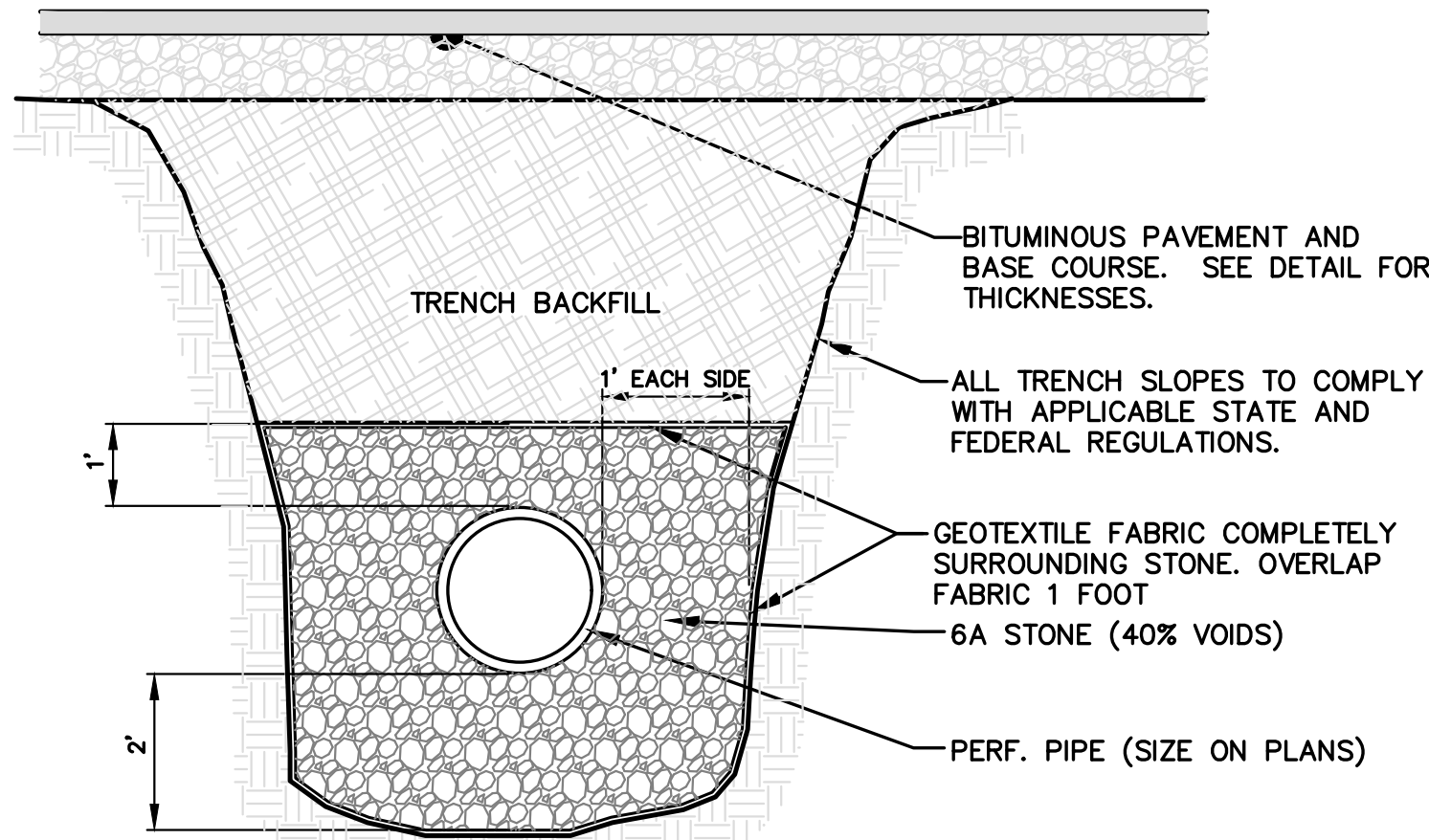


STANDARD MH SECTION

MH OVER EX. STORM SEWER

DOGHOUSE MANHOLE DETAILS

NO SCALE

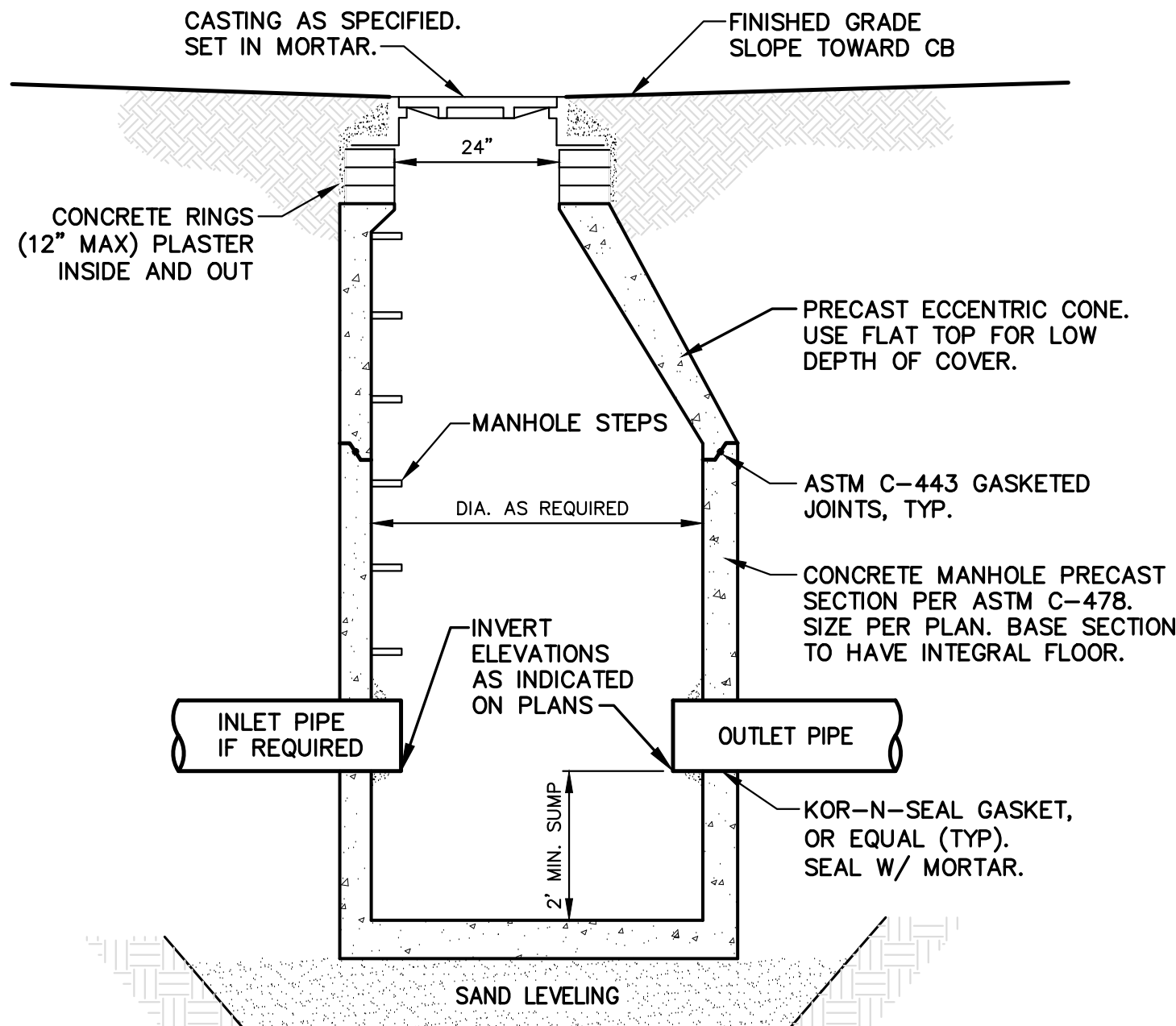


STONE TRENCH DETAIL

NO SCALE

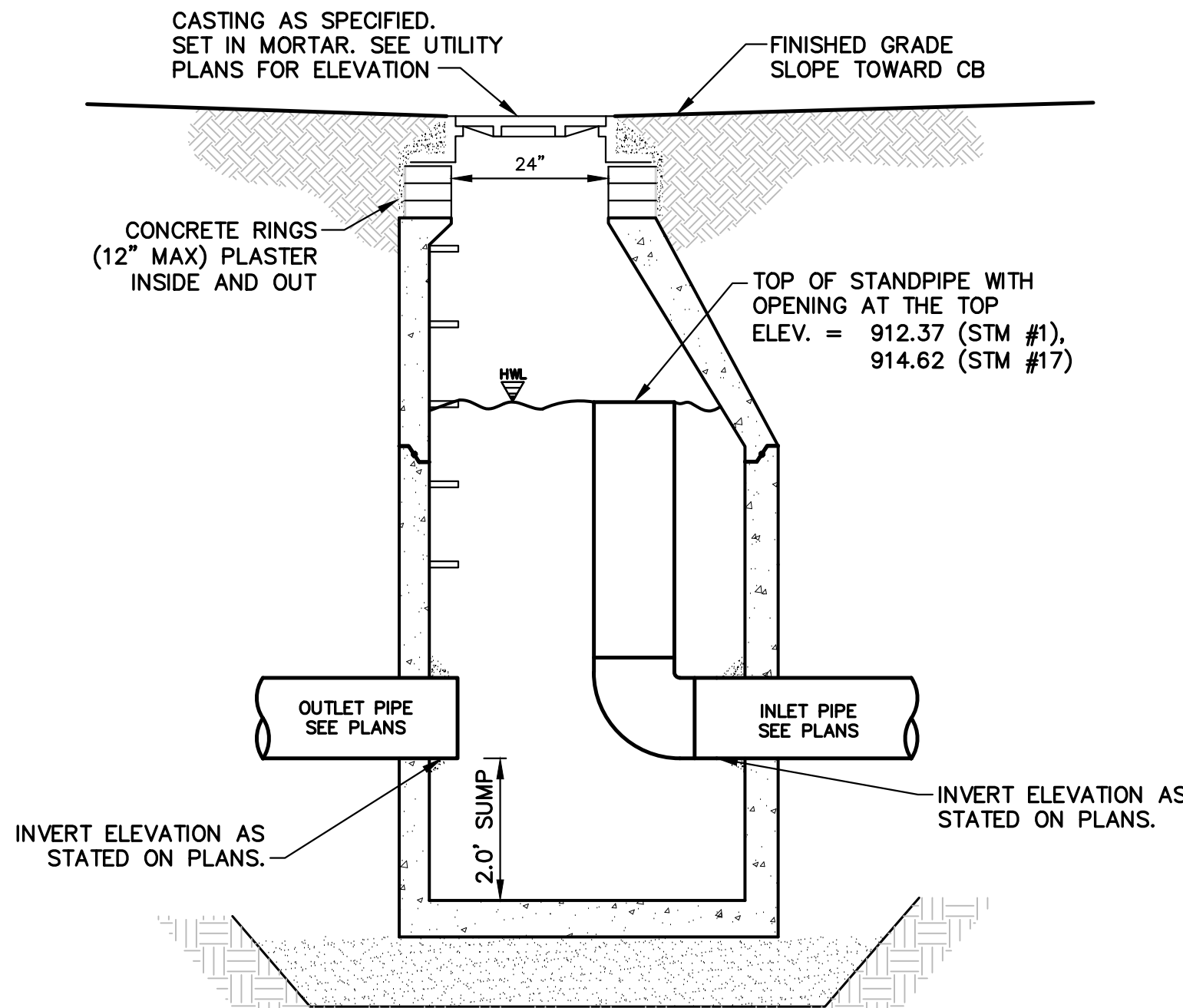
VOLUMES PROVIDED BELOW ASSUME 40% VOIDS IN STONE

| PIPE SIZE | VOLUME/FT |
|-----------|-----------|
| 12"       | 5.27 CFT  |
| 18"       | 7.36 CFT  |
| 24"       | 9.87 CFT  |
| 36"       | 16.24 CFT |



CATCH BASIN DETAIL

NO SCALE

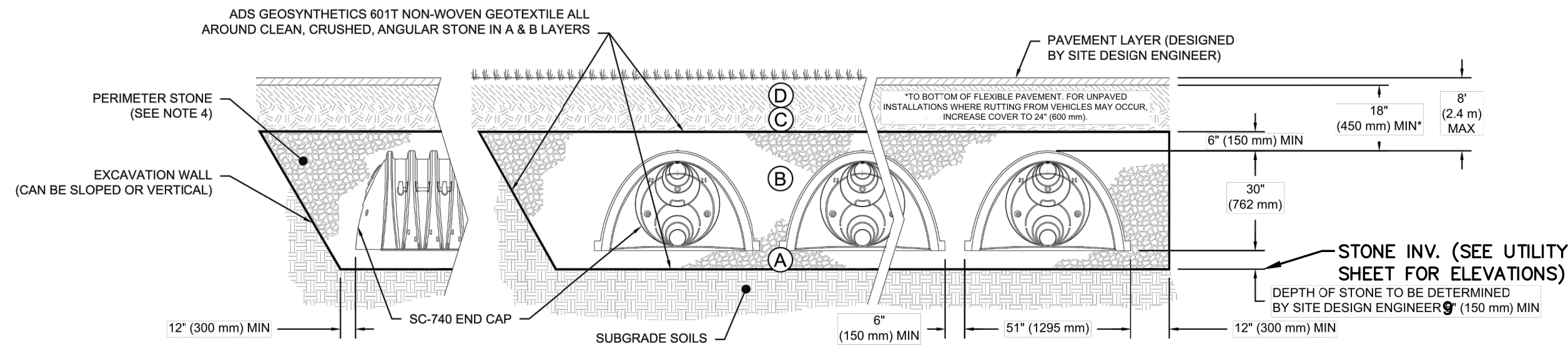


OUTLET CONTROL STRUCTURE

NO SCALE

| ACCEPTABLE FILL MATERIALS: STORMTECH SC-740 CHAMBER SYSTEMS |                                                                                                                                                                                                           |                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MATERIAL LOCATION                                           | DESCRIPTION                                                                                                                                                                                               | AASHTO MATERIAL CLASSIFICATIONS                                                                                                           | COMPACTION / DENSITY REQUIREMENT                                                                                                                                                                                                                                                                                                                                   |
| D                                                           | FINAL FILL: FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER. | N/A                                                                                                                                       | PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.                                                                                                                                                                                                                                            |
| C                                                           | INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 18" (450 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER. | AASHTO M145 <sup>1</sup><br>A-1, A-2-4, A-3<br>OR<br>AASHTO M43 <sup>1</sup><br>3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10 | BEGIN COMPACTIONS AFTER 12" (300 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 6" (150 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS. ROLLER GROSS VEHICLE WEIGHT NOT TO EXCEED 12,000 lbs (53 kN). DYNAMIC FORCE NOT TO EXCEED 20,000 lbs (89 kN). |
| B                                                           | EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.                                                                                              | AASHTO M43 <sup>1</sup><br>3, 357, 4, 467, 5, 56, 57                                                                                      | NO COMPACTION REQUIRED.                                                                                                                                                                                                                                                                                                                                            |
| A                                                           | FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.                                                                                                           | AASHTO M43 <sup>1</sup><br>3, 357, 4, 467, 5, 56, 57                                                                                      | PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. <sup>2,3</sup>                                                                                                                                                                                                                                                                                                    |

- PLEASE NOTE:
- THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
  - STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 6" (150 mm) (MAX) LIFTS USING TWO FULL COVERS WITH A VIBRATORY COMPACTOR.
  - WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.
  - ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.



NOTES:

- CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- SC-740 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
- PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
- REQUIREMENTS FOR HANDLING AND INSTALLATION:
  - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
  - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 2".
  - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT AS DEFINED IN SECTION 6.2.8 OF ASTM F2418 SHALL BE GREATER THAN OR EQUAL TO 550 LBS/FT<sup>2</sup> AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.

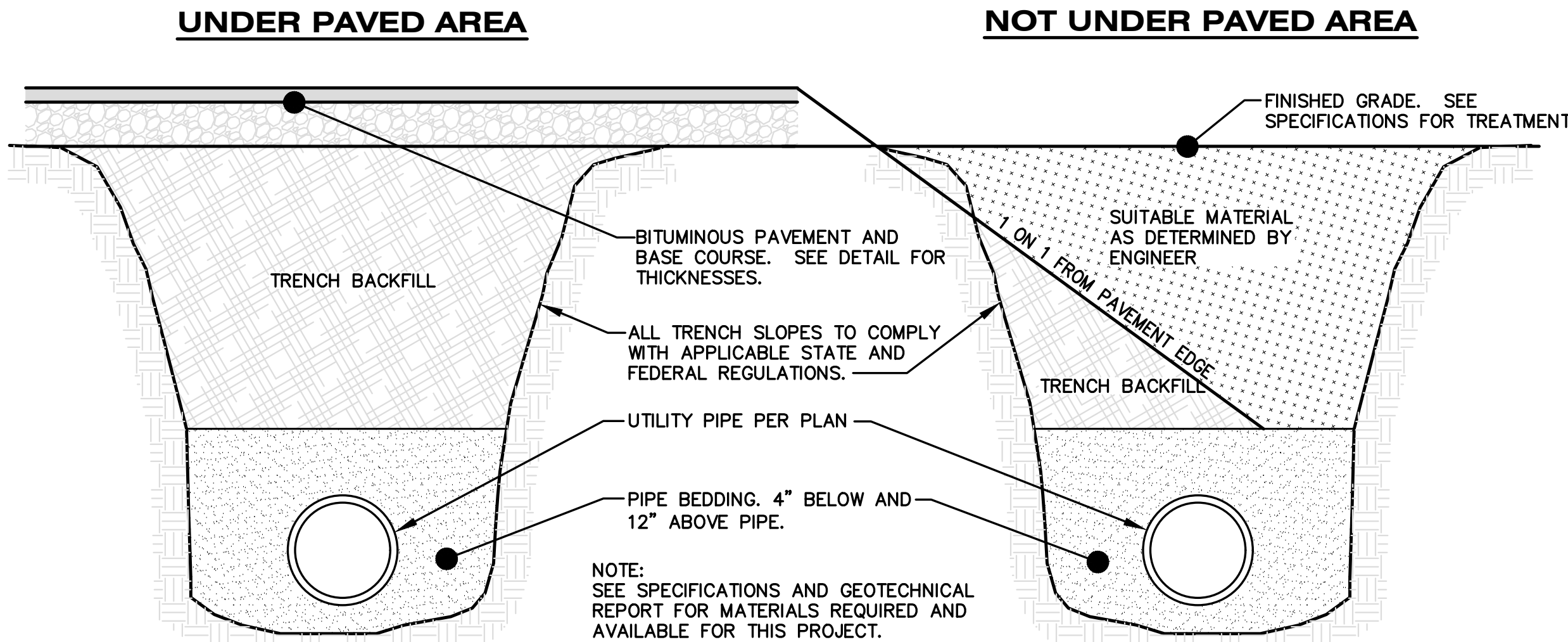
SC-740 STANDARD CROSS SECTION

DATE: 9/12/22 DRAWN: K/LJ CHECKED: K/LJ PROJECT #:

StormTech® Chamber System 888-882-2894 | WWW.STORMTECH.COM

4640 TRILANER BLVD HILLIARD, OH 43026

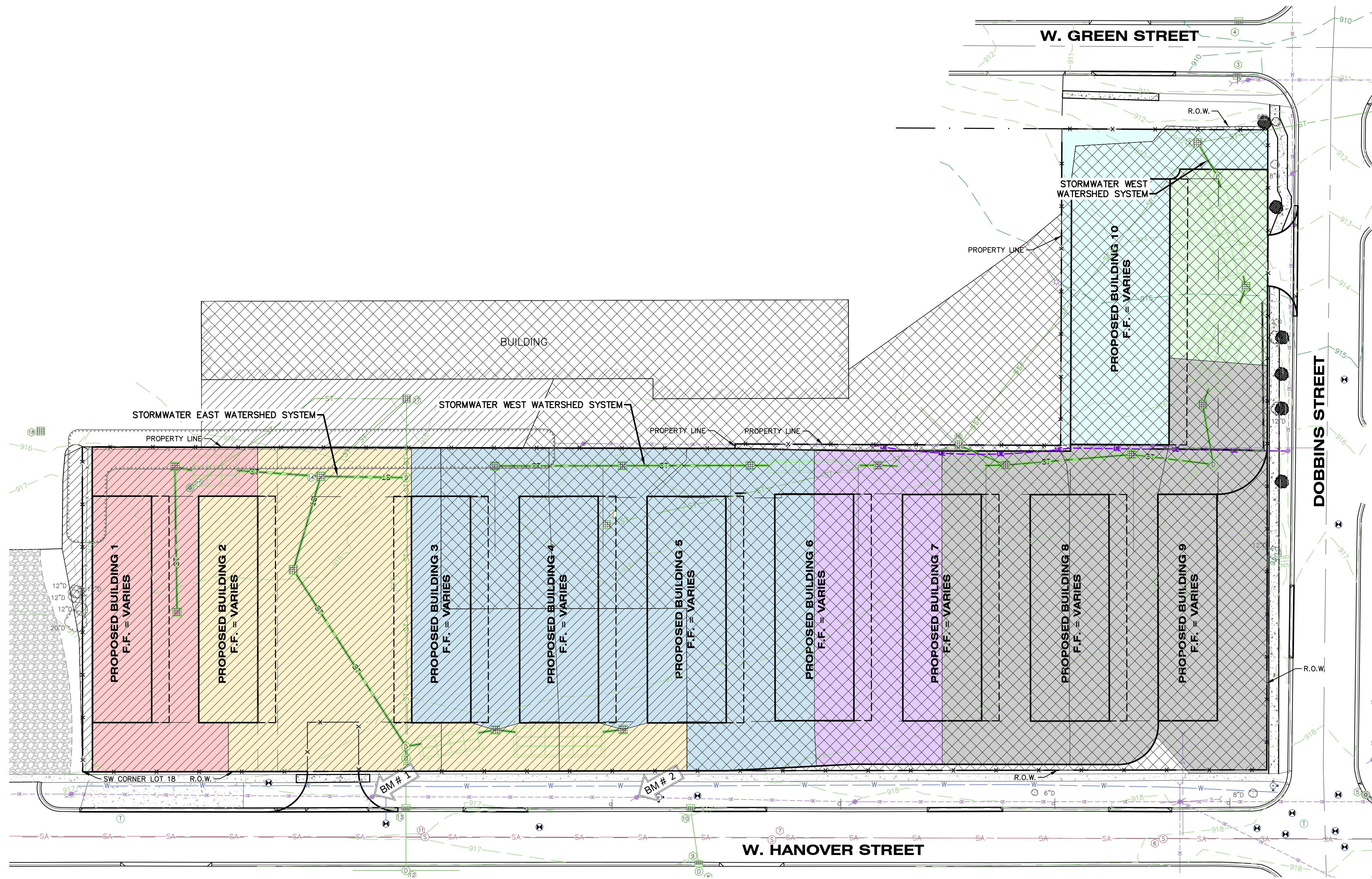
1 SHEET OF 1



TRENCH DETAILS

NO SCALE





CATCHMENT LEGEND

- CATCHMENT AREA 1 = (.230 ACRES)
- CATCHMENT AREA 2 = (.459 ACRES)
- CATCHMENT AREA 3 = (.691 ACRES)
- CATCHMENT AREA 4 = (.237 ACRES)
- CATCHMENT AREA 5 = (.661 ACRES)
- CATCHMENT AREA 6 = (.226 ACRES)
- CATCHMENT AREA 7 = (.111 ACRES)
- EXISTING WATERSHED - WEST = (2.56 ACRES)
- EXISTING WATERSHED - EAST = (.87 ACRES)

CATCHMENT AREAS  
HANOVER STREET STORAGE  
SUNDANCER, LLC

Sheet Title:  
Project:  
Client:

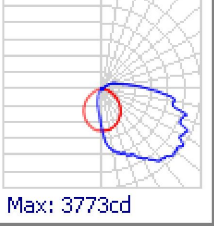
6/8/23  
Sheet  
C-7

|                             |            |               |
|-----------------------------|------------|---------------|
| Job No. 23-0412 - P.M.-JWP  | Draft: JWP | QA/QC: B/B/23 |
| ISSUED FOR/REVISIONS:       |            |               |
| 1 SITE PLAN REVIEW          | 4/25/23    |               |
| 2 SITE PLAN REVIEW COMMENTS | 6/8/23     |               |

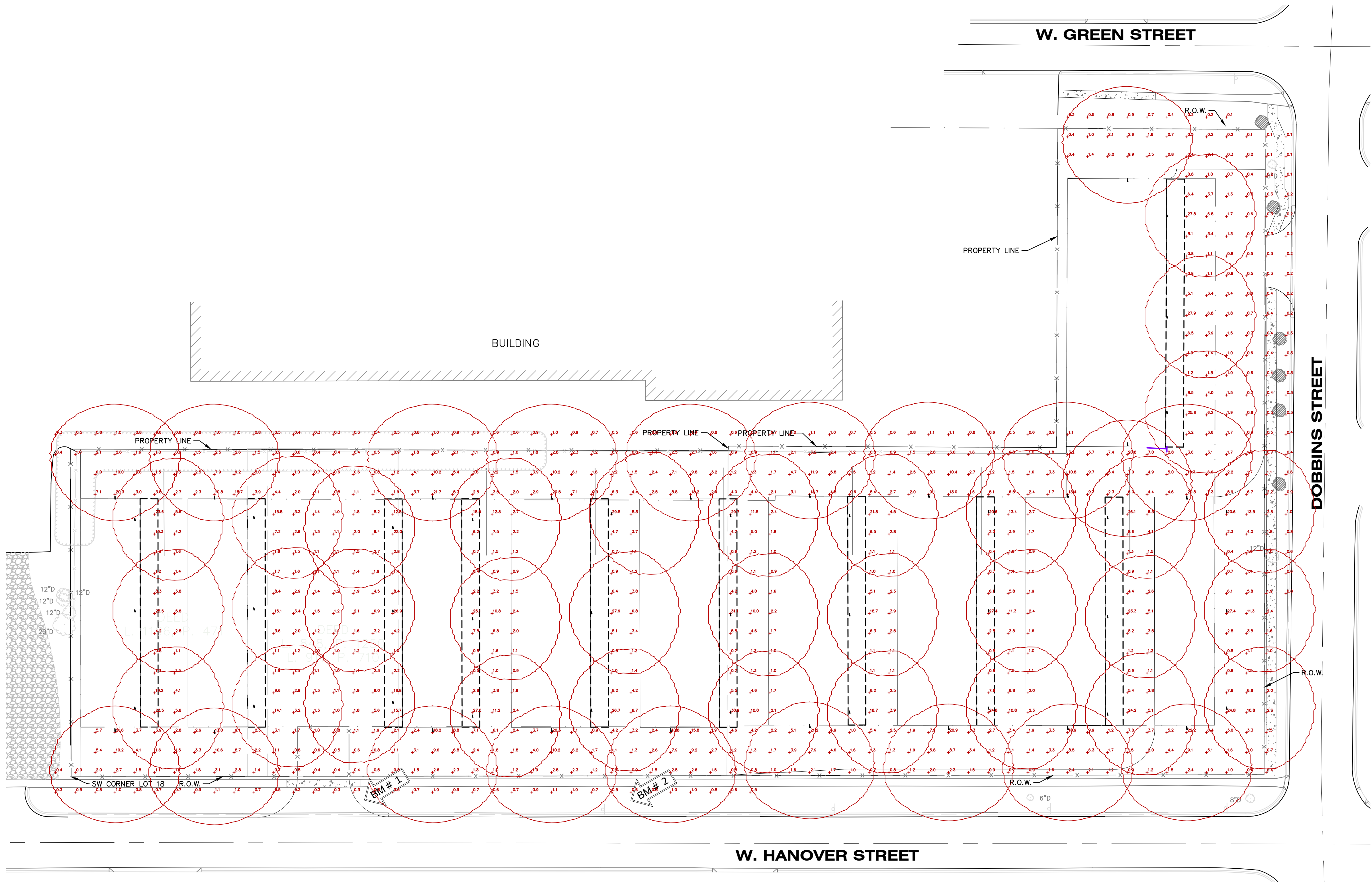
COPYRIGHT © of Hurley & Stewart, LLC



DRAWING LOCATION: H:\23-041D (Municipal Storage)\_FINAL DRAWINGS\2-1 Photometric Plan.dwg LAST SAVED BY: HALE ON 4/24/2023

| Schedule                                                                            |       |       |     |                   |                             |                                                       |              |             |     |
|-------------------------------------------------------------------------------------|-------|-------|-----|-------------------|-----------------------------|-------------------------------------------------------|--------------|-------------|-----|
| Symbol                                                                              | Label | Image | QTY | Manufacturer      | Catalog                     | Description                                           | Number Lamps | Lamp Output | LLF |
|    | A     |       | 53  | Lithonia Lighting | TWR1 LED ALO-HIGH 40K UVOLT | TWR1 LED, High Lumen Setting, 4000K Setting, 120-347V | 1            | 8581        | 1   |
|                                                                                     |       |       |     |                   |                             |                                                       |              | 57.9        |     |
|  |       |       |     |                   |                             |                                                       |              |             |     |

| Statistics   |        |        |         |        |         |         |
|--------------|--------|--------|---------|--------|---------|---------|
| Description  | Symbol | Avg    | Max     | Min    | Max/Min | Avg/Min |
| Calc Zone #1 | +      | 3.8 fc | 31.1 fc | 0.1 fc | 311.0:1 | 38.0:1  |



ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA.

FIELD WORK PERFORMED BY:  
HURLEY & STEWART, LLC



**hurley & stewart**

hurley & stewart, llc  
2800 s. 11th street  
kalamazoo, michigan 49009  
269.552.4960 fax 269.552.4961  
www.hurleystewart.com

|                             |            |               |
|-----------------------------|------------|---------------|
| Job No. 23-041D - P.M.-JWP  | Draft: JWP | QA/QC: 6/8/23 |
| ISSUED FOR/REVISIONS:       |            |               |
| 1 SITE PLAN REVIEW          | 4/25/23    |               |
| 2 SITE PLAN REVIEW COMMENTS | 6/8/23     |               |

**PHOTOMETRIC PLAN**

**HANOVER STREET STORAGE**

**SUNDANCER, LLC**

Sheet Title:

Project:

Client:

6/8/23

Sheet

**P-1**

# SPECIAL LAND USE APPLICATION

City of Marshall

Fee \$600.00

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

## Process

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

Address of subject property 902 W. HAMOVER STREET  
Applicant's name ADAM RICKERT Phone (260) 437-4781  
Applicant's address PO BOX 247 City COLDWATER Zip 49036  
Owner's Name ADAM RICKERT Phone (260) 437-4781  
Owner's Address PO BOX 247 City COLDWATER Zip 49036

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

CURRENT SLU IS ONLY FOR ALL "INSIDE" STORAGE.  
WE ARE REQUESTING SLU PERMIT FOR "OUTSIDE" STORAGE AS WELL.

Applicant's Signature Adam D. Rickert Date 06 MAY 2026  
Owner's Signature Adam D. Rickert Date 06 MAY 2026

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

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



# ITEM: 12.A

## ADMINISTRATIVE REPORT

---



**TO:** Honorable Mayor and City Council  
**FROM:** Derek N. Perry, City Manager  
Marcia Strange, Director of Community Development  
**DATE:** July 6, 2026  
**SUBJECT:** **CONTRACT - COMPREHENSIVE TRANSITION AGREEMENT  
CITY OF MARSHALL & TACC/RIDE CALHOUN**

---

Marshall Dial-A-Ride began service in 1974 and provides curb-to-curb transportation for members of the Marshall community. As part of the broader mobility network operated by Ride Calhoun, this service continues to help residents travel safely and conveniently to work, school, medical appointments, shopping, dining, and more.

Supported by a 2.66 millage passed in November of 2024, the Transportation Authority of Calhoun County (TACC) operates as Ride Calhoun and serves residents in the cities of Albion, Battle Creek, Marshall and Springfield. On July 1, 2026, the transition to TACC will be complete and the City of Marshall will no longer provide transportation services. The goal of the TACC following this transition from Dial-A-Ride is to expand and modernize transit in Marshall with more reliable, tech-enabled and accessible transit options in the coming years. Marshall will be served by the RC Flex platform : a growing fleet of on-demand vehicles with a mobile phone app, electronic fare payment, enhanced technology and same-day service.

Although the City of Marshall will no longer be providing service after July 1st, TACC will lease space and continue to operate out of the Public Services Building.

The attached Comprehensive Transition Agreement and its Exhibits define the details of the transition. It has been approved by the City Attorney, and it is recommended that it be approved in substantial form.

### **BUDGET IMPACT:**

Under the lease agreement, the City will receive rental revenue for their use of the City's Public Services Building (PSB).

### **RECOMMENDATION:**

Approve the Comprehensive Transition Agreement By and Among the City of Marshall and Transportation Authority of Calhoun County/Ride Calhoun, in substantial form, and authorize the City Manager to sign the necessary documents.

**COMPREHENSIVE TRANSITION AGREEMENT**

**BY AND AMONG**

**CITY OF MARSHALL,**

**AND**

**TRANSPORTATION AUTHORITY OF CALHOUN COUNTY a/k/a RIDE CALHOUN**

**EFFECTIVE DATE OF [●]**

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## **COMPREHENSIVE TRANSITION AGREEMENT**

**THIS COMPREHENSIVE TRANSITION AGREEMENT** (“**Agreement**”) is made and entered into as of [DATE], by and among the City of Marshall, a Michigan municipal corporation, whose address is 323 W. Michigan Avenue, Marshall, Michigan 49068 (the “**City**”), and Transportation Authority of Calhoun County a/k/a Ride Calhoun, a Michigan regional transportation authority, whose address is 339 West Michigan Ave, Battle Creek, Michigan 49037 (“**TACC**”). The City and TACC are each referred to herein as a “**Party**” and collectively as the “**Parties**”.

### **Recitals**

- A.** The City currently owns and operates the public transportation system known as Dial-a-Ride (“**Transit System**”);
- B.** TACC is a Michigan regional transportation authority established pursuant to Michigan’s Public Transportation Authority Act, Act 196 of 1986, for the purpose of assuming, coordinating, and expanding the public transportation services historically provided by the City;
- C.** The Parties have entered into that certain TACC–City Support Services Agreement, dated October 1, 2025, pursuant to which the City has been providing, and will continue to provide on a transitional basis, administrative, managerial, operational, and other support services related to the Transit System, until such time as TACC establishes the capacity to assume those functions directly;
- D.** The Parties desire to transition the Transit System from the City to TACC, including the transfer of assets used in connection with the Transit System, the assignment of certain contracts and rights, the lease of certain Leased Property, and the transition of operations to TACC; and
- E.** The Parties have obtained, or will obtain, all consents, approvals, authorizations, and governmental actions required to implement the transactions contemplated by this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:



## 1. TRANSFER OF ASSETS; ASSUMED AND RETAINED LIABILITIES

1.1 Transferred Assets. At the Closing (as defined in Section 4.1), the City shall transfer, assign, convey, and deliver to TACC, and TACC shall accept and acquire from the City, all of the assets described in this Section 1.1 (the “Transferred Assets”), except for the assets identified in Section 1.2 (the “Excluded Assets”). The Transferred Assets include:

(a) *Tangible Property*. Buses, vehicles, machinery, equipment, tools, furniture, fixtures, inventory, leasehold improvements, and all related warranties;

(b) *Intangible Rights*. All intangible property used in connection with the Transit System, including trade names, trademarks, service marks, copyrights, patents, patent applications, domain names, websites, email addresses, telephone and facsimile numbers, software rights, proprietary information, know-how, and associated goodwill;

(c) *Assigned Contracts*. The City’s rights under contracts related to the Transit System, including leases of Transferred Assets, service agreements, grant-related agreements to the extent assignable, and all contracts listed on Exhibit 1.1(c);

(d) *Financial and Commercial Rights*. Deposits, security deposits, prepaid expenses, accounts receivable, other rights to payment, and any related claims or remedies;

(e) *Software and Licenses*. Transit System–related software, data, and software licenses held by the City;

(f) *Books and Records*. All books, records, and data of the Transit System or relating to in any form, physical, electronic or otherwise, including but not limited to financial, grant, personnel (to the extent permitted by law), maintenance, ridership, procurement, vendor, customer, technical, operational, and administrative records; and

(g) *Fixed Assets*. The fixed assets reflected on the ledger attached as Exhibit 1.1(h).

1.2 Excluded Assets. The Transferred Assets do not include:

(a) Any assets, whether or not in cash, set aside or held by the City for retiree benefits of City Retirees, including pension, health, or life insurance assets; and

(b) Any other asset, right, or property of the City that is not expressly identified as a Transferred Asset in Section 1.1 or otherwise agreed to in writing by the Parties to be transferred to TACC.

1.3 Assumed and Retained Liabilities.

(a) TACC will assume only the following liabilities of the City (the “Assumed Liabilities”):

(1) Obligations arising solely from and after the Effective Time in the ordinary course of operating the Transferred Assets or the Transit System; and

(2) Any additional liabilities expressly assumed by TACC in a written instrument delivered at the Closing.

(b) The City shall retain all liabilities other than the Assumed Liabilities (the “Retained Liabilities”). Retained Liabilities include, without limitation, those:

(1) Relating to retirement or post-employment benefits for City Retirees;

(2) Arising from acts, omissions, ownership, or operations before the Effective Time;

(3) Under any contract not expressly assumed by TACC; and

(4) For taxes, environmental matters, employee retirement benefit plans, or employee matters, including, without limitation, payroll, vacation, sick leave, workers’ compensation, unemployment benefits or other employee or retiree obligations relating to the Transit System or the Transferred Assets before the Effective Time.

1.4 Workers’ Compensation. The City shall maintain workers’ compensation coverage for Transit System Employees until they become employees of TACC, which the Parties anticipate will occur on or about July 1, 2026, unless otherwise agreed in writing.

## **2. LEASED PROPERTY**

2.1 Leased Property. At the Closing, the City and TACC shall execute one or more leases for property identified in Exhibit 2.1 (the “Leased Property”). Each lease shall be on substantially the terms set forth in Exhibit 2.1 and shall grant TACC the rights of possession and use necessary for its particular purpose. The City represents that it holds good and marketable title to the Leased Property, free and clear of all Liens and encumbrances except those disclosed in Exhibit 2.1.

2.2 Easement for Transit Infrastructure. The City agrees to grant TACC all necessary easements to erect, maintain, repair, and replace signage, and other improvements related to the operation of the Transit System within street rights-of-way and other public areas under the City’s jurisdiction. The obligations of the City under this Section shall survive the Closing.

### 2.3 Inspections.

(a) *Leased Property Inspection.* TACC may inspect the Leased Property in order to evaluate its physical, legal, environmental, and infrastructural condition and suitability for TACC's intended use, including, but not limited to, the confirmation of:

- (1) Zoning compliance;
- (2) Environmental conditions appropriate for transit operations;
- (3) Adequate and sufficient roads, water, sanitary sewer, storm drainage, and other infrastructure and utilities; and
- (4) Absence of pending or threatened condemnation.

(b) *Records Inspection.* TACC may inspect the City's Leased Property records relating to any of the following, but not limited to:

- (1) All building permits, certificates of occupancy, wetlands, and fill permits, zoning variances and approvals, and soil and environmental reports;
- (2) All existing surveys;
- (3) All site, "as-built," architectural, and engineering plans and specifications for all improvements;
- (4) Any notices with respect to the Leased Property that the City received from any governmental agency within the last five years; and
- (5) All inspections, engineering reports or similar reports.

(c) *Costs; Restoration.* TACC shall bear the cost of its inspections and shall repair any damage caused by its inspections. TACC shall use best efforts to promptly notify the City of any condition discovered during inspection that TACC is unwilling to accept at Closing.

### **3. CONSIDERATION; TAXES; PRORATIONS**

3.1 Consideration. As consideration for the transfer of the Transferred Assets, TACC shall pay the City One U.S. Dollar (\$1.00) at the Closing, in immediately available funds or in such other manner as the Parties agree in writing.

3.2 Transfer Taxes. The City shall be responsible for any transfer taxes or similar charges imposed on the transfer of the Transferred Assets, if any.

3.3 Prorations.

(a) *General Rule.* Prepaid expenses relating to the Transit System, including rent, utilities, service charges, and similar items, shall be prorated as of the Closing Date.

(b) *City's Responsibility.* The City shall be responsible for all amounts allocable to periods through and including the Closing Date.

(c) *Estimated Amounts.* If final meter readings or other proration figures are not available at Closing, the Parties shall prorate such items based on reasonable estimates and make prompt post-Closing adjustments when final information becomes available.

(d) *Final Readings.* The City shall obtain or cause to be obtained all final utility meter readings as of the Closing Date.

#### 4. CLOSING MATTERS

4.1 Closing; Effective Time. The closing of the transactions contemplated by this Agreement ("Closing") shall take place on a date, at a time, and at a location agreed upon by the Parties. The transfers of assets and the assumption of liabilities described in this Agreement shall be effective as of 12:01 a.m. on the Closing Date (the "Effective Time"), or at such other time as the Parties may agree in writing. The Closing may occur in one or more steps as determined by the Parties. TACC and the City shall each take all actions reasonably necessary to complete the Closing in an orderly and timely manner.

4.2 Actions to be Taken at the Closing. At the Closing, the following actions and deliveries shall occur:

(a) *Mutual Deliveries.* The City and TACC shall each execute and deliver:

(1) A lease substantially in the form attached in Exhibit 2.1 for the Leased Property described in Exhibit 2.1;

(2) A copy of the TACC–City Support Services Agreement, dated [Execution Date], which the Parties acknowledge has already been executed and is attached as Exhibit 4.2(a);

(3) An Assignment of Intangible Rights in substantially the form attached as Exhibit 4.2(c);

(4) Assignments of all Assigned Contracts listed in Exhibit 1.1(c), together with all Required Consents;



(5) All written approvals, authorizations, and governmental filings required under this Agreement and applicable law; and

(6) All other documents, certificates, instruments, and agreements required by this Agreement or reasonably requested by the other Party to effectuate the transactions contemplated herein.

(b) *City Deliveries.* The City will also deliver to TACC:

(1) A Bill of Sale in substantially the form attached as Exhibit 4.2(b) for the Transferred Assets;

(2) Possession, custody, and control of all Transferred Assets;

(3) All fully executed Required Consents, as identified in Exhibit 10.1(d);

(4) Any Pending or Threatened Claims Disclosure, as identified in Exhibit 5.3, updated as of the Closing Date if necessary;

(5) Any Permits and Licenses Disclosure, as identified in Exhibit 5.6, including originals where transferable or copies where not;

(6) Financial Statements, as listed in Exhibit 5.7, together with any additional financial statements prepared prior to Closing;

(7) Liabilities Schedule, as listed in Exhibit 5.11, updated as of the Closing Date if necessary;

(8) Insurance Policies and Loss History, as described in Exhibit 5.16, including certificates of insurance for policies in force as of Closing;

(9) A certificate executed by an authorized City representative stating that: (i) since the date of this Agreement, no material adverse change has occurred in the Transit System or the Transferred Assets; and (ii) all representations and warranties of the City are true and correct as of the Closing Date.

(c) *TACC Deliveries.* TACC shall also deliver to the City:

(1) The consideration required under Section 3.1;

(2) Executed grant novation instruments for all federal and state grants identified in Exhibit 8.2, to the extent required;

(3) A certificate executed by an authorized TACC representative stating that all of TACC's representations and warranties are true and correct as of the Closing Date and that TACC has satisfied all conditions required of it under this Agreement; and

(4) Any receipts, acknowledgments, or confirmations reasonably required to evidence TACC's acceptance of the Transferred Assets and Closing deliverables.

## **5. REPRESENTATIONS AND WARRANTIES OF THE CITY**

The City represents and warrants to TACC as follows:

5.1 Organization; Authorization; No Conflicts. The City is a home-rule municipal corporation duly organized and existing under Michigan's Home Rule Cities Act, Act 279 of 1909, and has full power and authority to: (a) own, operate, and lease its properties; (b) to conduct the business of the Transit System; (c) to execute and deliver this Agreement; and (d) to perform its obligations hereunder. This Agreement has been duly authorized, executed, and delivered by the City and constitutes a valid and binding obligation of the City, enforceable in accordance with its terms. The execution, delivery, and performance of this Agreement by the City will not:

- (a) Breach the City's charter, ordinances, resolutions, or other governing instruments;
- (b) Violate any applicable law;
- (c) Violate any material agreement binding on the City, including obligations to any state or federal transit-funding source;
- (d) Violate any judgment, order, or decree binding on the City;
- (e) Accelerate any indebtedness of the City; or
- (f) Create any lien on any of the Transferred Assets.

Except as identified in Exhibit 10.1(d) or required under any Assigned Contract, no approval, filing, or notice to any governmental body or third party is required for the City to execute, deliver, or perform this Agreement.

5.2 Title and Condition of Transferred Assets. The City has good and marketable title to the Transferred Assets it owns free and clear of all liens other than those disclosed in this Agreement or its exhibits, subject to certain Transferred Assets in which MDOT holds a lien and jointly holds title as disclosed in Exhibit 5.2. The Transferred Assets are in good operating condition, ordinary wear and tear excepted.

(a) With respect to the Transferred Assets identified in **Exhibit 5.2**, the Parties shall cooperate in good faith to accomplish all actions to ensure that TACC shall replace DART on all titles of Transferred Assets jointly held with MDOT.

5.3 Claims; Litigation; Compliance with Laws. To the City's Knowledge, (a) no claims, actions, disputes, or proceedings relating to the Transit System are pending or threatened except as set forth in **Exhibit 5.3**; (b) the City is not subject to any governmental order, judgment, or decree relating to the Transit System or the Transferred Assets except as disclosed in that exhibit; and (c) the City has operated the Transit System in material compliance with applicable law.

5.4 Assigned Contracts. With respect to each of the Assigned Contracts:

(a) The City is not in default, no default has been asserted by any Party, and there has not occurred any event that, with the passage of time or giving of notice or both would constitute a default;

(b) Except as otherwise set forth on **Exhibit 1.1(c)**, (a) each Assigned Contract is assignable to TACC and will be validly assigned to TACC at Closing; (b) all Required Consents to each Assigned Contract will be obtained by the City before Closing; and (c) each Assigned Contract will be enforceable in accordance with its terms upon assignment to TACC without any adverse condition or cost to TACC; and

(c) The Assigned Contracts collectively constitute all contracts necessary for the continued operation of the Transit System in accordance with applicable law and sound business practice.

5.5 Intangible Rights.

(a) All Intangible Rights are the sole and exclusive property of the City;

(b) The Intangible Rights are sufficient to conduct the Transit System; and

(c) None of the Intangible Rights infringe, or are claimed to infringe, the rights of any third party.

5.6 Permits and Licenses. The City holds all permits, licenses, certificates, consents, and approvals required to own and operate the Transit System, all of which are listed in **Exhibit 5.6**. To the extent transferable, such approvals shall be transferred to TACC at Closing.

5.7 Financial Statements. The City has provided TACC with the Financial Statements listed in **Exhibit 5.7** as well as all additional Financial Statements of the Transit System prepared prior to Closing. All such statements were prepared in accordance with applicable accounting standards and fairly present the financial condition and results of operation of the Transit System.

5.8 No Material Adverse Changes. Since the date of the most recent Financial Statements provided to TACC, no event has occurred that has had, or is reasonably likely to have, a material adverse effect on the Transit System or the Transferred Assets.

5.9 Suppliers and Customers. To the City's Knowledge, no supplier, customer, contractor, or service provider essential to the operation of the Transit System has indicated an intention to discontinue or materially alter its relationship with the Transit System.

5.10 Environmental Matters. The City has not received any claims or notices alleging liability related to the Transferred Assets or the Transit System under any environmental law. There are no environmental conditions currently existing that are reasonably likely to result in claims or liability relating to alleged violations of any environmental law.

5.11 No Undisclosed Liabilities. Except as set forth in **Exhibit 5.11**, the City has no liabilities that affect the Transit System or the Transferred Assets, nor is the City aware of facts likely to result in such liabilities in the future.

5.12 Conduct of Transit System. Since the date of the most recent Financial Statements provided to TACC, the City has not:

- (a) Made any material change to its charter, ordinances, resolutions, or other governing provisions relating to the Transit System;
- (b) Operated the Transit System other than in the ordinary course of business;
- (c) Suffered any material loss, damage, or casualty affecting the Transit System;
- (d) Initiated or settled any litigation relating to the Transit System;
- (e) Changed any accounting method or practice relating (or suffered any deterioration in accounting controls) to the Transit System; or
- (f) Allowed any insurance coverage relating to the Transit System to lapse or materially diminish.

5.13 No Misstatements or Omissions. No representation or warranty made by the City in this Agreement contains any untrue statement of material fact or omits to state a material fact necessary to make such statements not misleading.

5.14 No Subsidiaries. The City has no subsidiaries and does not own any equity, membership, or beneficial interest in any other entity in connection with the Transit System.

5.15 Solvency. The City is not insolvent, nor is any insolvency, receivership, bankruptcy, or similar proceeding pending or threatened affecting the operations of Transit System



or the transfer contemplated under this Agreement. The execution, delivery, and performance of this Agreement will not render the City insolvent or constitute a fraudulent transfer.

5.16 **Insurance.** The City has delivered to TACC copies of all liability, property, and loss insurance policies covering the Transit System for the current policy year and each of the preceding five policy years. **Exhibit 5.16** describes (i) any self-insurance arrangement by or affecting the City, including any reserves, and (ii) any arrangement, other than an insurance policy, for the transfer or sharing of any risk to which the City is a party or that involves the Transit System.

**Exhibit 5.16** also sets forth, for the current policy year and each of the preceding five policy years:

- (a) A summary of the loss experience under each applicable policy of insurance;
- (b) A statement describing each claim under any policy of insurance for an amount in excess of \$5,000; and
- (c) A statement describing the loss experience for all claims that were self-insured, including the number of such claims and their aggregate cost.

Except as disclosed in **Exhibit 5.16**:

- (d) All insurance policies to which the City is a party or that provide coverage to the City:
  - (1) are valid, outstanding, and enforceable;
  - (2) are issued by insurers that are financially sound and reputable;
  - (3) taken together, provide adequate insurance coverage for the Transferred Assets and the operation of the Transit System; and
  - (4) are sufficient for compliance with all applicable laws and contracts to which the City is a party;
- (e) The City has not received (a) any refusal of coverage or any notice that a defense will be provided under a reservation of rights, or (b) any notice of cancellation or any other indication that any policy is no longer in full force or effect or that the insurer is unwilling or unable to perform its obligations;
- (f) The City has paid all premiums due and has otherwise performed all obligations under each insurance policy to which it is a party or that provides coverage to it;
- (g) The City has given timely notice to the applicable insurer of all claims that may be insured under such policies.

## **6. REPRESENTATIONS AND WARRANTIES OF TACC**

TACC represents and warrants to the City as follows:

6.1 Organization; Authority. TACC is a public transportation authority duly established and validly existing under the laws of the State of Michigan and has full power and authority to enter into this Agreement and to perform its obligations hereunder.

6.2 Authorization; Due Execution; No Conflicts. This Agreement has been duly authorized, executed, and delivered by TACC and constitutes a valid and binding obligation of TACC, enforceable in accordance with its terms.

6.3 No Conflicts. The execution, delivery, and performance of this Agreement by TACC will not:

- (a) Breach or violate its organizational documents;
- (b) Violate any applicable law;
- (c) Violate or result in a default under any material agreement binding upon TACC; or
- (d) Violate any judgment, order, or decree binding upon TACC.

6.4 No Additional Approvals Required. No consent, approval, filing, or notice to any governmental authority or third party is required for TACC to execute, deliver, or perform this Agreement, except as expressly identified in this Agreement or any of its Exhibits.

## **7. LABOR AND EMPLOYMENT MATTERS**

7.1 Generally.

(a) Within ten (10) days after the execution of this Agreement, the City shall provide TACC with a complete list of all Transit System Employees, including each employee's name, position, wage rate and date of hire.

(b) To the best of City's Knowledge with respect to the Transit System, except as disclosed in **Exhibit 7.1(b)**, (i) there is no pending or threatened strike, slowdown, picketing, work stoppage or employee grievance process involving the City which would preclude it from entering this Agreement; (ii) that no basis exists for any work stoppage or other labor dispute; (iii) there is no organizational activity or other labor dispute against or affecting the City, or the Transit System; (iv) no application or petition for an election of or for certification of a collective bargaining agent is pending; (v) and there is no lockout of any employees by the City, and the City does not contemplate any lockout.

(c) To the best of City's Knowledge, the City has complied at all times and currently complies in all material respects with the applicable continuation coverage requirements for each of its group health plans under the Public Health Service Act (the "PHSA") and any applicable state statutes. Except as disclosed in Exhibit 7.1(c) and except for the continuation coverage requirements of PHSA, the City has no obligations or potential liability for benefits to Transit System Employees, former Transit System Employees, or their respective dependents following termination of employment or retirement under any group health plan or welfare benefit plan.

## **8. TRANSIT OPERATIONS PENDING THE CLOSING**

8.1 Conduct of Operations. From the date of this Agreement until the Closing, the City shall:

- (a) Operate the Transit System in the ordinary course and consistent with past practice;
- (b) Not take any action that would have required disclosure if taken before this Agreement;
- (c) Not take any action that would cause any of its representations or warranties to become untrue;
- (d) Promptly notify TACC in writing if any representation or warranty becomes untrue;
- (e) Permit TACC to inspect the Transit System, the Transferred Assets, and the Assumed Liabilities and shall cooperate with such inspections; and
- (f) Maintain fire and public liability insurance covering the Leased Property in amounts reasonably satisfactory to TACC, where (1) any policies maintained on a "claims-made" insurance basis shall remain in effect after Closing until all applicable limitation periods expire; and (2) if any damage occurs before Closing, the City shall repair it before the Closing Date.

8.2 Approvals. The City shall obtain all governmental and third-party consents required to consummate the transactions contemplated by this Agreement, including all grant novation instruments, and all consents required to assign the Assigned Contracts to TACC.

8.3 Further Actions. Each Party shall take all actions reasonably necessary or appropriate, consistent with this Agreement and the related agreements, to complete the transactions contemplated by this Agreement.

## 9. DATA TRANSFER, MIGRATION, AND RECORDS TRANSITION

9.1 Data Transfer and Migration. The City and TACC shall cooperate to ensure an orderly transition of all data, records, and communication assets used in connection with the Transit System. As part of this obligation, the Parties agree as follows:

(a) *Transfer of Electronic Data*. The City shall provide TACC with copies of, or access to, all electronic data used in connection with the Transit System, including but not limited to operational data, financial and grant records, employee and contractor files (to the extent permitted by law), ridership information, service data, maintenance records, and all other electronic files pertaining to the Transit System or necessary for TACC to operate the Transit System;

(b) *Transfer of Physical Records*. The City shall deliver to TACC all physical records relating to the Transit System that are reasonably necessary for continued operations, including but not limited to operational manuals, route books, procurement files, historical service records, maintenance binders, and other tangible materials;

(c) *Phone Numbers and Email Addresses*. The City shall cooperate with TACC to transfer or migrate all City-owned phone numbers, extensions, text lines, and email addresses used by the Transit System or its employees, to the extent permitted by law. The Parties shall execute any documents reasonably required by their respective service providers to complete such transfer or migration;

(d) *File Migration and System Access*. The Parties shall collaborate to transfer or migrate files and data from City systems to TACC systems in a commercially reasonable manner and shall coordinate the timing of such transfer or migration to minimize operational disruption. The City shall provide TACC, and any necessary third parties, reasonable access to the City's systems and files in order to complete the transfer or migration;

(e) *Maintenance of Records and Data*. The City shall be responsible for the continued preservation and maintenance of all of its books, records, files, data, and systems, discussed in this Section 9.1 until a transfer or migration of such book, record, file, data, or system to TACC has been successfully completed;

(f) *Protection of Personal Information*. Each Party shall protect all personal identifying information and other sensitive data of employees, customers, and third parties in accordance with applicable law. The Parties shall ensure that any transfer, retention, or destruction of such data is completed securely and in a manner that does not compromise confidentiality;

(g) *Retention and Destruction*. Unless otherwise required by law, any data or records not transferred to TACC and not required for the City's retained obligations shall be destroyed or securely disposed of following the completion of the transfer or migration. The Parties shall coordinate to confirm which records are required to be retained by the City for legal, historical, or grant-compliance purposes; and



(h) *Continuing Cooperation.* For a reasonable period, but not less than one year, following the Closing, the City shall cooperate with TACC to address any data, file, or communication asset that was inadvertently omitted from the initial transfer or that requires additional support to complete migration. Each Party shall use reasonable efforts to respond to the other Party's requests regarding such information.

## 10. CONDITIONS PRECEDENT TO CLOSING

10.1 Conditions Precedent to TACC's Obligations. TACC's obligations to consummate the transactions contemplated by this Agreement are subject to the satisfaction, or written waiver by TACC, of each of the following conditions:

(a) *Performance by the City.* The City shall have fully performed all of its obligations under this Agreement to be performed prior to the Closing;

(b) *Accuracy of Representations.* The City's representations and warranties shall be true and complete as of the Closing Date;

(c) *Satisfactory Inspections.* TACC shall be satisfied, in its reasonable discretion, with its inspections of the Transit System, the Transferred Assets, and all financial, operational, and legal information provided or made available by the City;

(d) *Required Consents.* The City shall have delivered all consents, approvals, authorizations, and agreements necessary or desirable to complete the transactions, including: (1) all governmental approvals, authorizations, permits, and filings; and (2) all third-party consents required for the assignment of Assigned Contracts and continuation of material business relationships (collectively the "Required Consents")

(e) *No Material Adverse Change.* The City shall not have incurred or been threatened with any material liability, adverse change, or casualty affecting the Transit System or the Transferred Assets;

(f) *Ordinary Course.* The Transit System shall have been operated only in the ordinary course of business from the date of this Agreement through the Closing;

(g) *Workers' Compensation Certification.* The City shall have provided to TACC a statement from the Commissioner of the Bureau of Workers' and Unemployment Compensation certifying the status of the City's contribution liability under Section 15(g) of the Michigan Employment Security Act, MCLA 421.15(g), MSA 17.515(g);

(h) *Unemployment Tax Notice.* The City shall have executed and delivered to TACC a Business Transferor's Notice to Transferee of Unemployment Tax Liability and Rate on Michigan Department of Labor and Economic Growth Form 1027;

(i) *Grant Novation.* TACC shall have executed grant-novation agreements for each federal and state grant listed in Exhibit 8.2, to the extent required, with each novation to become effective upon the Closing; and

(j) *City Closing Certificate*. The City shall have delivered to TACC a certificate stating that all conditions contained in this Section 10.1 have been satisfied.

10.2 Conditions Precedent of the City. The City's obligation to close is subject to its satisfaction of each the following:

- (a) TACC has fully performed all of their obligations in this Agreement.
- (b) TACC's representations are true and complete at closing.
- (c) TACC shall have delivered to the City certificates that as of the closing all of the conditions set forth in this Section 10.2 have been satisfied.

## 11. INDEMNIFICATION

11.1 Indemnification by the City. To the extent permitted by law, the City shall indemnify and defend TACC and its officers, employees, agents and representatives from and against any and all claims, demands, damages, losses, liabilities, fines, penalties, judgments, costs, and expenses (including reasonable attorney fees) arising out of:

- (a) the City's breach of any representation, warranty, covenant, or obligation under this Agreement; and
- (b) the City's acts or omissions relating to the Transferred Assets or the Transit System to the extent the facts giving rise to the liability occur before the Effective Time.

11.2 Indemnification by TACC. To the extent permitted by law, TACC shall indemnify and defend the City and its officers, employees, agents and representatives from and against any and all claims, demands, damages, losses, liabilities, fines, penalties, judgments, costs, and expenses (including reasonable attorney fees) arising out of:

- (a) TACC's breach of any representation, warranty, covenant, or obligation under this Agreement; and
- (b) TACC's acts or omissions relating to the Transferred Assets or the Transit System to the extent the facts giving rise to the liability occur after the Effective Time.

### 11.3 Procedure for Claims.

(a) *Notice*. The Party seeking indemnification (the "Indemnified Party") must promptly give written notice to the Party from which indemnification is sought (the "Indemnifying Party") of the claim for which indemnification is sought. Failure to give prompt notice limits the right to indemnification only to the extent the delay materially adversely affects the Indemnifying Party's ability to defend against the claim. The Indemnifying Party shall have the right to assume control of the defense of any claim, provided that (i) the Indemnified Party may participate in the defense with its own counsel at its own expense; and (ii) the Indemnifying Party shall not settle any claim in a manner

that imposes any liability, obligation, or admission of wrongdoing on the Indemnified Party without that Party's prior written consent.

11.4 Survival. All indemnification obligations and all rights of the Indemnified Party under this Agreement shall survive the Closing.

## **12. REVERSION**

12.1 Reversion Trigger. If, after the Closing, a TACC transit millage renewal proposal fails to receive voter approval and such failure creates a substantial likelihood that transit service within the City can no longer be provided, the Parties shall cooperate in good faith to either (i) find alternative means to continue funding the transit service through the Authority, or (ii) transfer the Transit System back to the City.

12.2 Requirements. Any reversion of the Transit System under this Section shall be conducted: (a) in compliance with all applicable laws; (b) in accordance with all applicable state and federal grant requirements, restrictions, and conditions; and (c) in a manner consistent with all applicable collective bargaining agreements.

12.3 Implementation. The Parties shall execute all documents and take all actions reasonably required to effectuate a reversion under this Section, including cooperation with governmental agencies, funding authorities, and labor representatives as necessary to ensure continuity of service and compliance with applicable obligations.

12.4 Procedures. In the event a reversion is required under this Section, the Parties shall: (a) prepare a written transition plan that establishes timelines, asset transfer steps, grant compliance obligations, and allocation of operating responsibilities; (b) cooperate to obtain all governmental and grant-funding approvals required for the reversion; (c) transfer the Transferred Assets back to the City in substantially the same condition as existed at the time of transfer, ordinary wear and tear excepted; and (d) allocate liabilities so that the City assumes only those liabilities arising after the date of reversion, and TACC retains all liabilities attributable to acts or omissions prior to the reversion.

12.5 Valuation. If the Parties cannot agree upon the value or condition of any asset subject to reversion, the Parties shall jointly engage a mutually acceptable independent appraiser or engineer, whose determination shall be final and binding.

## **13. DEFAULT AND REMEDIES**

13.1 Default. A Party shall be in default under this Agreement if it fails to perform any of its obligations and does not cure such failure within thirty (30) days after receiving written notice from the other Party identifying the default.

13.2 Remedies. If a default is not cured within the period specified in Section 13.1, the non-defaulting Party may, in addition to any other remedies available at law or in equity, pursue any or all of the following remedies:

- (a) A suit for damages arising from the default;
- (b) A right to terminate this Agreement by written notice to the defaulting Party; or
- (c) Seek specific performance, injunctive relief, a writ of mandamus, or any other equitable remedy.

13.3 Remedies Cumulative. All rights and remedies under this Agreement are cumulative and may be exercised separately or concurrently. The exercise of one remedy does not preclude the exercise of any other remedy.

## **14. GENERAL PROVISIONS**

14.1 Further Assurances. Each Party agrees to take all actions reasonably requested by any other Party to carry out the purposes and intent of this Agreement. The City shall provide TACC with access to their records, as reasonably necessary, for inspection and review to facilitate TACC's understanding of the Transit System and any matters addressed in or disclosed in connection with this Agreement.

14.2 Assignment. No Party may assign its rights or delegate any of its duties under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any purported assignment made without the required consent is void.

14.3 Cost of Litigation. If either Party breaches this Agreement, the breaching Party must reimburse the prevailing Party on demand for enforcement expenses, including reasonable attorney fees.

14.4 Counterparts. This Agreement may be executed in counterparts, all of which together will be deemed an original of this Agreement.

14.5 Expenses. Except as otherwise provided in this Agreement, each Party is responsible for its own expenses in connection with the negotiation, execution, and performance of this Agreement.

14.6 Authority for Actions and Consents. Except for amendments to this Agreement, the City Manager has authority to bind the City and the Executive Director of TACC has authority to bind TACC whenever a consent or action is required under this Agreement. This authority does not apply if the other Party knows that the governing board of the acting Party disagrees with the proposed action to be taken by its representative.

14.7 Governmental Immunity. Each Party is a governmental agency performing a non-proprietary, authorized governmental function. Nothing in this Agreement waives any





Miller Johnson  
100 West Michigan Avenue, Suite 200  
Kalamazoo, MI 49007  
Attn: Richard O. Cherry  
Email: cherryr@millerjohnson.com

14.13 No Waiver. A waiver is effective only if in writing and signed by the Party to be bound. A waiver of one breach is not a waiver of any other breach of this Agreement.

14.14 Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force, and the invalid provision shall be limited or modified to the minimum extent necessary to make it enforceable.

14.15 Entire Agreement. This Agreement, together with all Exhibits, constitutes the entire agreement between the Parties regarding the transfer of the Transit System and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the same subject matter.

14.16 Amendment. This Agreement may be amended only in a written instrument signed by both Parties and approved by the City Council and the TACC Board.

## 15. RULES OF INTERPRETATION

15.1 Headings. Headings are inserted for convenience only and do not affect the meaning or interpretation of this Agreement.

15.2 Usage, Grammar, and Syntax. In questions of usage, grammar, and syntax, the most current edition of *Garner's Modern American Usage* applies.

15.3 References to Laws and Documents. References to laws, regulations, ordinances, or other governmental requirements include all amendments and successor provisions. References to documents include all permitted amendments, restatements, renewals, and supplements.

15.4 Days. References to days mean calendar days unless this Agreement expressly states otherwise. If a deadline falls on a Saturday, Sunday, or day on which financial institutions are closed, the deadline extends to the next business day. "Business day" means any day other than a Saturday, Sunday, or day on which financial institutions are closed.

15.5 Maximum Enforceability. Each provision of this Agreement is enforceable only to the extent permitted by law. A court may limit or sever any unenforceable provision to the extent necessary so that the remainder of this Agreement remains in effect.

15.6 Standards of Satisfaction and Acceptance. When this Agreement requires a matter to be satisfactory or acceptable to a Party, that requirement means satisfactory or acceptable in that Party's sole discretion unless this Agreement expressly provides otherwise.

15.7 References to Laws. A reference to law includes federal, state and local statutes, regulations, ordinances and other governmental requirements.

15.8 Organizational Documents. A reference to the organizational documents of a Party means (i) for a corporation, its articles of incorporation, bylaws and any agreement between shareholders or between a shareholder and the company; and (ii) for a limited liability company, its articles or organization and operating agreement.

15.9 Breach or Default. A reference to a breach or default includes any condition that, with the passage of time, the giving of notice, or both, would become a breach or default.

15.10 Approvals and Permits. References to approvals or permits include licenses, certificates, registrations, authorizations, consents, or similar governmental actions.

15.11 Performance of Obligations. Whenever this Agreement refers to a Party's promise or representation as to an action, it means that the action was taken, or must be taken, completely, timely, in accordance with law, and with respect to the correct person, governmental agency, and property.

15.12 Business and Asset References. A reference to a Party's use of assets, or to the Party's business or operations, includes the actions and uses of its predecessors with respect to those assets or operations.

15.13 Document Completeness. A reference to a document, schedule, list, or exhibit means that the referenced material is complete as of the date of this Agreement unless expressly stated otherwise.

15.14 Specific and General Compliance. A requirement that a Party comply with a specific law does not limit any general representation or covenant requiring compliance with all applicable laws.

15.15 References to a Person's Business and Assets. A reference to a person's business includes that person's use, operation, and management of its tangible and intangible assets.

15.16 Prohibited Agreements or Relationships. References to prohibited agreements or relationships include both direct and indirect agreements or relationships.

15.17 Fines. References to fines include penalties, interest, and other governmental sanctions. References to performing obligations under this Agreement include signing and delivering this Agreement.

15.18 Construction. This Agreement has been jointly negotiated by the Parties. No presumption against any Party will apply in interpreting this Agreement on the basis of authorship.

## 16. DEFINITIONS

“Assigned Contracts” means the contracts described in Section 1.1 and listed on Exhibit 1.1(c) that are assigned by the City to TACC at Closing.

“Assumed Liabilities” means the liabilities expressly assumed by TACC under Section 1.3(a).

“City” means the City of Marshall, a Michigan municipal corporation.

“City Council” means the duly constituted governing body of the City of Marshall, authorized under the City Charter and applicable law to act on behalf of the City.

“City Retirees” means former City employees whose employment was associated with the Transit System, who retire before the Closing, and who are entitled to retiree health or pension benefits from the City.

“City’s Knowledge” means the actual knowledge of any officer, elected or appointed official, employee, or authorized agent of the City, after reasonably diligent inquiry.

“Code” means the Internal Revenue Code of 1986, as amended, and all applicable regulations and administrative guidance.

“Effective Time” means the time at which the transfers and assumptions described in this Agreement become effective, as defined in Section 4.1.

“Financial Statements” means the financial statements identified in Exhibit 5.7 and any additional Transit-related financial statements prepared before Closing as described in Section 5.7.

“Intangible Rights” means the intangible property described in Section 1.1(b), including trade names, trademarks, service marks, copyrights, patents, patent applications, domain names, websites, email addresses, telephone and facsimile numbers, software rights, proprietary information, know-how, and associated goodwill.

“Internal Revenue Service” means the agency of the United States Department of the Treasury responsible for administering and enforcing the Internal Revenue Code of 1986, as amended.

“Leased Property” means the land, buildings, fixtures and other improvements used by the City to operate the Transit System and legally described on Exhibit 2.1.



“Liens” means any claim, lien, encumbrance, mortgage, security interest, pledge, charge, covenant, easement, restriction, or other adverse interest affecting title to property.

“PHSA” means Title XXII of the Public Health Service Act and any applicable implementing regulations.

“Retained Liabilities” means all liabilities, obligations, and claims of any kind that are not expressly included within the Assumed Liabilities, including all liabilities arising out of acts, omissions, events, or conditions occurring prior to the Effective Time, and all liabilities the City is required to retain under Section 1.3(b).

“TACC Board” means the governing board of the Transportation Authority of Calhoun County, established pursuant to Michigan’s Public Transportation Authority Act, Act 196 of 1986, and authorized to act on behalf of TACC.

“TACC Employees” means individuals hired by TACC after Closing.

“Transit System” means the public transportation system operated by the City and known as the “Dial-a-Ride”.

“Transit System Employee” means any City employee performing services related to the Transit System.

“Transferred Assets” means the assets transferred by the City to TACC under Section 1.1.

“Treasury Regulations” means the regulations promulgated under the Internal Revenue Code of 1986, as amended, including any temporary and proposed regulations.

**Remainder of Page Left Intentionally Blank – Signature Page Follows**

**IN WITNESS WHEREOF**, the Parties hereto have caused this Comprehensive Transition Agreement to be executed by their duly authorized representatives as of the date first above written.

Dated this [DATE] day of [MONTH], [YEAR]

**CITY OF MARSHALL**

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

Its: \_\_\_\_\_

Dated this [DATE] day of [MONTH], [YEAR]

**TRANSPORTATION AUTHORITY OF  
CALHOUN COUNTY a/k/a RIDE  
CALHOUN**

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

Its: \_\_\_\_\_

## LIST OF EXHIBITS

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|                 |                                      |
|-----------------|--------------------------------------|
| Exhibit 1.1(c)  | Assigned Contracts                   |
| Exhibit 1.1(h)  | Fixed Asset Ledger                   |
| Exhibit 2.1     | Leased Property                      |
| Exhibit 4.2(a)  | TACC-City Support Services Agreement |
| Exhibit 4.2(b)  | Bill of Sale                         |
| Exhibit 4.2(c)  | Intangible Rights                    |
| Exhibit 5.2     | MDOT Transferred Assets              |
| Exhibit 5.3     | Pending or Threatened Claims         |
| Exhibit 5.6     | Permits and Licenses                 |
| Exhibit 5.7     | Financial Statements                 |
| Exhibit 5.11    | Liabilities                          |
| Exhibit 5.16    | Insurance                            |
| Exhibit 7.1(b)  | Labor Disputes                       |
| Exhibit 7.1(c)  | Benefit Coverage Liabilities         |
| Exhibit 8.2     | Federal and State Grants             |
| Exhibit 10.1(d) | Required Consents                    |

**Exhibit 1.1(c) – Assigned Contracts**

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*The City's rights in contracts (the "Assigned Contracts"), including leases of any Transferred Assets that the City leases instead of owns, any service agreements, any state or federal grant agreements, and all those listed on Exhibit 1.1(c).*

None.



**Exhibit 1.1(h) – Fixed Asset Ledger**

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*Assets of the City as shown on the fixed asset ledger of City Transit attached as Exhibit 1.1(h).*

## **Exhibit 2.1 – Leased Property**

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*The City, and TACC will sign and deliver: (1) the leases described in Exhibit 2.1.*

**Exhibit 4.2(a) – TACC-City Support Services Agreement**

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*The City, and TACC will sign and deliver: a TACC-City Support Services Agreement in substantially the form attached as Exhibit 4.2(a).*

**Exhibit 4.2(b) – Bill of Sale**

---

*The City will also deliver to TACC: (1) a Bill of Sale in the form of Exhibit 4.2(b).*



**Exhibit 4.2(c) – Assignment of Intangible Rights**

---

*The City will also deliver to TACC: (1) an Assignment of Intangible Rights in the form of Exhibit 4.2(c).*

## **Exhibit 5.2 – MDOT Transferred Assets**

---

*The Transferred Assets listed herein are subject to MDOT liens and titles to which are jointly held with MDOT.*

|                                 |                                  |
|---------------------------------|----------------------------------|
| <b>2018 Eldorado</b>            | <b>Bus #9; 1FDFE4FS8JDC32184</b> |
| <b>2019 Eldorado</b>            | <b>Bus #7; 1FDFE4FS8KDC17184</b> |
| <b>2020 Eldorado</b>            | <b>Bus #6; 1FDFE4FS7KDC56655</b> |
| <b>2020 Eldorado</b>            | <b>Bus #5; 1FDFE4FSXKDC72977</b> |
| <b>2023 Champion Challenger</b> | <b>Bus #4; 1FDFE4FN8PDD38203</b> |
| <b>2023 Champion Challenger</b> | <b>Bus #3; 1FDFE4FN8PDD38234</b> |

### **Exhibit 5.3 – Pending or Threatened Claims**

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*To the best of the City's Knowledge, there are no pending or threatened claims and/or lawsuits against either the City regarding the Transit System except as disclosed on Exhibit 5.3. These include personal injury lawsuits, employment, environmental, workers' compensation claims and claims of any other kind under any kind of subject matter or law.*

## **Exhibit 5.6 – Permits and Licenses**

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*The City has all necessary permits, certificates, licenses, consents, and other approvals required to own and operate the Transit System and will transfer all of those approvals to TACC at closing without expense to TACC. All of those approvals are listed in Exhibit 5.6.*



**Exhibit 5.7 – Financial Statements**

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*The City has given TACC access to the financial statements listed on Exhibit 5.7 to this Agreement.*

**Exhibit 5.11 – Liabilities**

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*Except as disclosed in Exhibit 5.11, the City does not have any liabilities affecting the Transit System or any of the Transferred Assets.*

## **Exhibit 5.16 – Insurance**

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*The City have delivered to TACC complete copies of all liability and loss insurance policies under which either of them is or has been covered at any time since [DATE]. A list of those policies is in Exhibit 5.16.*

*Exhibit 5.16 describes (i) any self-insurance arrangement by or affecting the City, including any reserves; and (ii) any arrangement, other than an insurance policy, for the transfer or sharing of any risk to which the City is a Party or that involves the Transit System.*

*Exhibit 5.16 sets forth, by year, for the current policy year and each of the preceding five policy years: (1) a summary of the loss experience under each policy of insurance; (2) a statement describing each claim under a policy of insurance for an amount in excess of \$5,000.00; and (3) a statement describing the loss experience for all claims that were self-insured, including the number and aggregate cost of such claims.*

#### **Exhibit 7.1(b) – Labor Disputes**

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*To the best of City's Knowledge with respect to the Transit System, except as disclosed in Exhibit 7.1(b), (i) there is no pending or threatened strike, slowdown, picketing, work stoppage or employee grievance process involving the City which would preclude it from entering this Agreement; (ii) that no basis exists for any work stoppage or other labor dispute; (iii) there is no organizational activity or other labor dispute against or affecting the City, or the Transit System; (iv) no application or petition for an election of or for certification of a collective bargaining agent is pending; (v) and there is no lockout of any employees by the City, and the City does not contemplate any lockout.*

#### **Exhibit 7.1(c) – Benefit Coverage Liabilities**

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*To the best of City's Knowledge, the City has complied at all times and currently complies in all material respects with the applicable continuation coverage requirements for each of its group health plans under the Public Health Service Act (the "PHSA") and any applicable state statutes. Except as disclosed in Exhibit 7.1(c) and except for the continuation coverage requirements of PHSA, the City has no obligations or potential liability for benefits to Transit System Employees, former Transit System Employees, or their respective dependents following termination of employment or retirement under any group health plan or welfare benefit plan.*



## **Exhibit 8.2 – Federal and State Grants**

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*TACC has executed a grant novation for each federal and state grant listed on Exhibit 8.2. Grant novation means an agreement signed by either of them and the governmental body issuing the grant to which the grant novation relates under which (a) one of them is substituted for the City as the recipient of the grant and (b) the effectiveness of which is conditional only upon the closing. A grant novation may or may not relieve the City from liability under the grant.*

#### **Exhibit 10.1(d) – Required Consents**

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*Except for consents that may be required under the terms of any of the Assigned Contracts or as set forth on Exhibit 10.1(d), the City does not needs to obtain approval from, file with, or give notice to, any federal, state, or local governmental body, court, or agency or anyone else to (1) authorize the execution or closing of this Agreement, or (2) continue TACC's use and operation of the Transferred Assets after the closing.*

## **Exhibit [●] – Assignment and Assumption of Contracts**

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**THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS** (this “Assignment”) is made and entered into as of [●], 2026, by and between **City of Marshall**, a Michigan municipal corporation located at 323 W. Michigan Avenue, Marshall, Michigan 49068 (the “City”), and **Transportation Authority of Calhoun County a/k/a Ride Calhoun**, a Michigan regional transportation authority located at 4950 West Dickman Road, Suite B2, Battle Creek, Michigan 49037 (“TACC”). City and TACC may individually be referred to as a “Party” or collectively as the “Parties”.

### **RECITALS**

**WHEREAS**, City and TACC are Parties to that certain Comprehensive Transition Agreement dated [●], 2026, (“CTA”) for, among other things, the transfer of contracts (the “Assumed Contracts”) as described in Exhibit 1.1(c) of the CTA; and

**WHEREAS**, City is a party to the Assumed Contracts, as defined in the CTA, and this Agreement is being entered into pursuant to the CTA and is subject to the terms thereof, and shall not be construed to limit, alter, impair, enlarge or enhance the rights of City or TACC thereunder and is given solely for the purpose of separately evidencing the transactions contemplated thereby.

**NOW, THEREFORE**, for good and valuable consideration, the mutual receipt and legal sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Defined Terms. All capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the CTA.
2. Assignment of Contracts; Delivery of Required Consents. The City hereby assigns and conveys to TACC, its successors and assigns, all rights, title, interests, and privileges which the City has in and to the Assumed Contracts.
3. Assumption of Contracts. Upon the assumption of the Assumed Contracts in accordance with the CTA Spin-Off Date (“Assumption Date”), TACC assumes and agrees fully and promptly to perform and discharge City’s responsibilities and obligations under the Assumed Contracts and to the extent permitted by law agrees to hold City, its officers, directors and shareholders harmless from all responsibilities and obligations which may accrue on and after the Assumption Date, and any and all loss, expense, or liability (including, without limitation, reasonable attorney’s fees and disbursements) relating to such Assumed Contracts which may accrue on and after the Assumption Date; and City hereby agrees to the extent permitted by law to hold TACC harmless from all responsibilities and obligations accruing prior to the Assumption Date, and any and all such loss, expense, or liability (including, without limitation, reasonable attorney’s fees and disbursements) relating to such Assumed Contracts accruing prior to the Assumption Date.
4. Terms of the CTA. The terms of the CTA are incorporated herein by reference.

The Parties acknowledge and agree that the representations, warranties, covenants and agreements set forth in the CTA shall not be superseded, modified, or amended hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the CTA and the terms hereof, the terms of the CTA shall govern.

5. Further Assurances. The City shall execute and deliver such further instruments, documents, and confirmations, and take such further actions, as TACC may reasonably request to effectuate the assignment, transfer, and conveyance of the Assumed Contracts. TACC shall reasonably cooperate with the City in completing any required filings, notices, or third-party approvals.

6. Amendment. No amendment, modification, or alteration of the terms or provisions of this Agreement shall be binding unless the same shall be in writing and duly executed by each of the Parties.

7. Bind and Inure. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties.

8. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan applicable to agreements made and to be performed wholly within that jurisdiction.

9. No Waiver. No delay in the exercise of any right under this Agreement will waive such rights. Any waiver thereof, to be enforceable, must be set forth expressly in a written instrument executed by the waiving Party.

10. Severability. Should any portion of this Agreement be held to be invalid or wholly or partially unenforceable, such holding will not invalidate or void the remainder of this Agreement, the Parties hereby agreeing that the parts so held to be invalid or unenforceable will be deemed to have been reduced in scope to be valid and enforceable.

11. Counterparts. This Agreement may be executed in multiple counterparts (including by means of facsimile or electronic transmission in portable document format (“PDF”)), each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. This Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or by electronic transmission in PDF, shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party shall raise the use of a facsimile machine or electronic transmission in PDF to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic transmission in PDF as a defense to the formation or enforceability of this Agreement and each Party forever waives any such defense.

*[Signature page follows]*

**IN WITNESS WHEREOF**, each of the Parties hereto has caused this Agreement to be executed on its behalf as of the date first above written.

**CITY OF MARSHALL**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**TRANSPORTATION AUTHORITY OF CALHOUN COUNTY  
a/k/a RIDE CALHOUN**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



Exhibit 1.1(h) Fixed Asset Ledger

| Quantity | Asset                                       | Identifying Information          |
|----------|---------------------------------------------|----------------------------------|
| 3        | Desks                                       | Steelcase: 228461                |
| 4        | Tables                                      | Steelcase: 228461                |
| 3        | Small File Cabinets                         | Steelcase: 228461                |
| 4        | Large File Cabinets                         | Steelcase: 228461                |
| 2        | Tack Boards                                 | Steelcase: 228461                |
| 1        | Supply Cabinet                              | Unknown                          |
| 2        | Hutches/Overhead Cabinets                   | Steelcase: 228461                |
| 1        | Vehicle Lift                                | 504-001-00001; Vega24050-CB-32-N |
| 6        | Angel Trax Vulcan Digital Bus Camera System | VULCANV8X3                       |
| 1        | Communications System                       | Unknown                          |
| 1        | Communications System Software              | Unknown                          |
| 1        | Web based tracking system                   | MotoTrax                         |
| 1        | 2018 Eldorado                               | Bus #9; 1FDFE4FS8JDC32184        |
| 1        | 2019 Eldorado                               | Bus #7; 1FDFE4FS8KDC17184        |
| 1        | 2020 Eldorado                               | Bus #6; 1FDFE4FS7KDC56655        |
| 1        | 2020 Eldorado                               | Bus #5; 1FDFE4FSXKDC72977        |
| 1        | 2023 Champion Challenger                    | Bus #4; 1FDFE4FN8PDD38203        |
| 1        | 2023 Champion Challenger                    | Bus #3; 1FDFE4FN8PDD38234        |
| 6        | Diamond Donation Collection Box             | Unknown                          |
| 1        | Portable Vechile Starter                    | Unknown                          |
| 1        | Floor Sweeper                               | Unknown                          |
| 1        | iPhone 6                                    | Unknown                          |

| Location                  | Funding Source                      | Per Unit Cost |
|---------------------------|-------------------------------------|---------------|
| Terminal Office Equipment | MI-2016-037-01                      | Unknown       |
| Terminal Office Equipment | MI-2016-037-01                      | Unknown       |
| Terminal Office Equipment | MI-2016-037-01                      | Unknown       |
| Terminal Office Equipment | MI-2016-037-01                      | Unknown       |
| Terminal Office Equipment | MI-2016-037-01                      | Unknown       |
| Unknown                   | MI-2016-037-01                      | Unknown       |
| Terminal Office Equipment | MI-2016-037-01                      | Unknown       |
| Maintenane                | MI-18-X036; 2002-0065/Z5            | Unknown       |
| Buses                     | 5311 MI-2020-015-02                 | Unknown       |
| Unknown                   | Unknown                             | Unknown       |
| Unknown                   | Unknown                             | Unknown       |
| Unknown                   | MDOT 2012-0128/P3                   | Unknown       |
| Unknown                   | STBG MI-2016-037                    | Unknown       |
| Unknown                   | 5310 MI-2016-038-01                 | Unknown       |
| Unknown                   | 5310 MI-2016-037-01                 | Unknown       |
| Unknown                   | 5339 MI-2016-012-03                 | Unknown       |
| Unknown                   | 5339 MI-2020-034-02, MI-2018-009-01 | Unknown       |
| Unknown                   | MI-2020-034-01                      | Unknown       |
| Unknown                   | Unknown                             | Unknown       |
| Unknown                   | Unknown                             | Unknown       |
| Unknown                   | MDOT 2017-0091/P10                  | Unknown       |
| Unknown                   | Unknown                             | Unknown       |

| Total Amount | Category  |
|--------------|-----------|
| Unknown      | Furniture |
| Unknown      | Furniture |
| Unknown      | Furniture |
| Unknown      | Furniture |
| Unknown      | Furniture |
| Unknown      | Furniture |
| Unknown      | Furniture |
| Unknown      | Furniture |
| Unknown      | Equipment |
| Unknown      | Equipment |
| Unknown      | Equipment |
| Unknown      | Software  |
| Unknown      | Software  |
| Unknown      | Vehicles  |
| Unknown      | Vehicles  |
| Unknown      | Vehicles  |
| Unknown      | Vehicles  |
| Unknown      | Vehicles  |
| Unknown      | Vehicles  |
| Unknown      | Equipment |
| Unknown      | Equipment |
| Unknown      | Equipment |
| Unknown      | Equipment |











## LEASE

THIS LEASE (the “Lease”) is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2026 between the City of Marshall, a Michigan municipal corporation, whose address is 323 W. Michigan Avenue, Marshall, Michigan 49068, as “Landlord”, and the Transportation Authority of Calhoun County a/k/a Ride Calhoun, a Michigan regional transportation authority, whose address is 339 West Michigan Avenue, Battle Creek, Michigan 49037 “TACC”, as “Tenant.”

1. **Leased Premises.** Landlord is the owner of the buildings (the “Buildings”) and other related improvements (the “Improvements”) on the real property located in the City of Marshall, County of Calhoun, State of Michigan, commonly known as follows:

- 900 S. Marshall Avenue, Marshall, MI 49068

and more particularly described by the map on the attached **Exhibit A**, which shall include storage space for six vehicles and related equipment and parking for Tenant’s employees to the South of the building (the “Premises”). Landlord leases to Tenant, and Tenant leases from Landlord, the entire Premises, Buildings and Improvements (the “Leased Premises”), at the rents and under the terms and conditions set forth in this Lease.

2. **Purpose of Occupancy.** Tenant shall occupy the Leased Premises for providing transportation services in Calhoun County and for any related purpose, but for no other purpose without the written consent of Landlord. The Leased Premises shall not be used for any purpose which would violate any law, ordinance, rule or regulation applicable to the Leased Premises, nor in any way to create any nuisance or trespass, nor in any way to violate the terms of any policy of insurance.

3. **Term of Lease; Renewal Term.** The term of this Lease shall commence on [July 1, 2026] (the “Commencement Date”), and shall continue for three (3) years unless sooner terminated as provided in this Lease (“Initial Term”). Tenant’s taking possession of the Leased Premises shall constitute Tenant’s acceptance of the Leased Premises in its “as is” condition, subject only to the other terms and conditions of this Lease.

Provided Tenant is not then in default in the performance of any of its covenants and agreements under this Lease, Tenant may renew this Lease for three (3) additional one (1) year terms (each a “Renewal Term”), upon the same terms and conditions as provided for in this Lease. In order to exercise such renewal right, Tenant shall serve Landlord with written notice of Tenant's election to renew not less than three (3) months prior to the end of the term of this Lease, or any renewal term, as the case may be.

4. **Rent.** Tenant covenants and agrees to pay Landlord as rent for the Leased Premises during the term of this Lease an amount equal to Two-Thousand Seventy-Two and 70/100 Dollars (\$2072.70) (the “Rent”), the first day of each month for the Initial Term of the Lease. Any increase in Rent for a Renewal Term shall capped at a three percent (3%) increase of the immediately preceding term for any Renewal Term. Rent, and all other sums payable under

this Lease by Tenant, shall be paid to Landlord at Landlord's address set forth above, or at such other address as Landlord may direct by written notice, without setoff, counter claim, recoupment, abatement, suspension or deduction.

The Premises are leased on a gross lease basis. The Rent includes all standard utilities serving the Premises, including electricity, gas, water, sewer, and trash service, including janitorial services, unless otherwise specified in this Lease. Landlord shall maintain all utility accounts in its name and shall be responsible for payment of such charges. If Tenant's usage materially exceeds normal commercial usage for comparable premises, Landlord may bill Tenant for the excess amount as additional rent.

5. **Taxes and Special Assessments.** If the Leased Premises are not tax exempt, Tenant shall pay and discharge all real property taxes and special assessments which may be levied against all or any portion of the Leased Premises or which become due and payable during the term of this Lease prior to the same becoming subject to interest or penalties. In addition, Tenant shall pay and discharge all personal property taxes which may be levied against its furniture, equipment and other personal property located on the Leased Premises.

6. **Insurance and Indemnity.** Tenant shall keep the Leased Premises insured against the following:

(a) loss or damage by fire and those risks covered by "extended coverage" as provided in a Michigan standard fire insurance policy in the amount of the full replacement cost of the Leased Premises;

(b) public liability and property damage insurance with coverage of at least Two Million Dollars (\$2,000,000.00) on a combined single limit basis.

All such policies of insurance shall be with insurance companies approved by Landlord and shall name Landlord as an additional insured. Such policies shall further provide that they shall not be subject to nonrenewal or cancellation without at least thirty (30) days prior written notice to Landlord. To the extent permitted by law Tenant shall indemnify Landlord against and save Landlord harmless from any liability or claim for damages which may be asserted against Landlord by reason of any accident or casualty occurring in, on or about the Leased Premises or otherwise arising from Tenant's use and occupancy of the Leased Premises except such as arise from the negligence of Landlord, its agents or employees.

Tenant, at its expense, shall keep all of its furnishings, equipment and other personal property located on the Leased Premises fully insured against loss or damage by fire and those risks covered by "extended coverage" as provided in a Michigan standard fire insurance policy. Such policy of insurance shall be payable to Tenant or as Tenant specifies. Tenant hereby releases Landlord from any and all liability for any damage to or loss of such personal property from any cause whatsoever except to the extent such loss or damage is the result of the negligence of Landlord, its agents or employees and is not otherwise covered by insurance required to be carried by Tenant under this Lease.

7. **Waiver of Subrogation.** Each policy of insurance authorized or required of either party under this Lease shall contain a clause or endorsement under which the insurer

waives all rights of subrogation against the other party, its agents and employees with respect to losses payable under such policy, and each party hereby waives all rights of recovery it might otherwise have against the other party, its agents and employees for any loss or injury which is covered by such a policy of insurance, notwithstanding that such loss or injury may result from the negligence or fault of such other party, its agents and employees.

8. **Utilities.** Rent shall include all standard utilities serving the Premises as disclosed in Section 4. Landlord shall not be liable in damages or otherwise for any interruptions or failure in the supply of any utilities or utility service to the Leased Premises except such failure or interruption which results from the negligence of Landlord, its agents or employees.

9. **Maintenance and Condition of Leased Premises.** Exclusive of janitorial services provided by Landlord, Tenant, at its expense, shall keep the interior and exterior of the Leased Premises in good maintenance, condition, and repair, reasonable wear and tear excepted, including, without limitation, all necessary maintenance, repair and replacement of all HVAC, plumbing and electrical systems and other building equipment serving the Leased Premises, and the roof, walls, foundations, parking areas, sidewalks, driveways, lawns and landscaping.

Tenant shall keep the Leased Premises in a neat and clean condition, shall not allow refuse to accumulate, and shall conduct its business in such a manner that the risk of fire to the Leased Premises shall not be increased beyond the hazard normal and usual for its type of business.

10. **Alterations.** Tenant may make or permit to be made any alterations, additions or improvements in, upon or to the Leased Premises, or any part of the Leased Premises, without the prior written consent of Landlord. All alterations, additions or improvements (except trade fixtures) so made and installed by Tenant shall become part of the realty, shall become the property of Landlord and shall remain for the benefit of Landlord at the end of the term or other expiration of this Lease in as good condition as they were when installed, reasonable wear and tear excepted. To the extent all or any part of the Leased Premises is considered an historic landmark or historic resource, Tenant agrees not to make any alterations, additions, or improvements without first securing any appropriate approvals and consents.

11. **Performance by Landlord.** In the event Tenant fails to perform any of its covenants and agreements as set forth in this Lease and such failure continues for a period of ten (10) days after written notice from Landlord (except that no such notice shall be required in emergency situations), Landlord shall have the option to undertake such performance for Tenant, and the costs and expenses reasonably incurred by Landlord by reason of such undertaking shall be due and payable by Tenant to Landlord as additional rent under this Lease.

12. **Performance by Tenant.** In the event Landlord fails to perform any of its covenants and agreements as set forth in this Lease and such failure continues for a period of ten (10) days after written notice from Tenant (except that no such notice shall be required in emergency situations), Tenant shall have the option to undertake such performance for Landlord, and the costs and expenses reasonably incurred by Tenant by reason of such undertaking shall be due and payable by Landlord to Tenant.

13. **Compliance with Public Authority Requirements.** Tenant agrees, at its own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Leased Premises, including, without limitation, the Americans with Disabilities Act.

14. **Hazardous Materials.**

(a) **Definitions.** For purposes of this Lease, the terms "**Hazardous Materials**" and "**Relevant Environmental Laws**" shall be defined as follows:

(i) "**Hazardous Materials**" shall mean all solids, liquids and gasses, including but not limited to solid waste, asbestos, crude petroleum and petroleum fractions, toxic chemicals, polychlorinated bi-phenyls, paint containing lead, volatile organic chemicals, chlorinated organic compounds, and urea formaldehyde foam insulation, which are governed or regulated by Relevant Environmental Laws.

(ii) "**Relevant Environmental Laws**" shall include but not be limited to all federal, state or local laws, rules, regulations, orders or determinations established or issued by any judicial, legislative or executive body, of any governmental or quasi-governmental entity which govern or regulate the existence, storage, use, disposal, or release of any solid, liquid or gas on, in or under the Leased Premises, or which govern or regulate the environmental effect of any activity currently or previously conducted on the Leased Premises.

(b) **Tenant's Obligations; Indemnification.** Tenant shall not, nor shall it permit its employees, business invitees, contractors or subcontractors (collectively "**Tenant's Agents**"), to bring upon, keep, store, use, or dispose of any Hazardous Materials on, in, under, or about the Leased Premises except in complete compliance with all Relevant Environmental Laws. Tenant shall, at its sole cost and expense and upon the demand of Landlord, cause all Hazardous Materials spilled, disposed of or otherwise released by Tenant or its Agents in, on, under or about the Leased Premises or any adjacent property to be cleaned-up and removed from the Leased Premises and the adjacent property to Landlord's satisfaction and in full compliance with the Relevant Environmental Laws. In addition, to the extent permitted by law, Tenant shall defend, indemnify, protect, and hold Landlord harmless from and against all claims, costs, fines, judgments, and liabilities, including attorney fees and costs of clean-up and other remediation costs and expenses, arising out of or in connection with the presence, storage, use, or disposal of Hazardous Materials in, on, under, or about the Leased Premises or any adjacent property caused by the acts, omissions, or negligence of Tenant and/or Tenant's Agents. Tenant's obligations hereunder shall survive the termination of this Lease.

(c) **Landlord's Obligations; Indemnification.** Neither Landlord nor Landlord's employees, business invitees, agents, contractors, or subcontractors (collectively "**Landlord's Agents**") shall bring upon, keep, store, use, or dispose of any Hazardous Materials in, on, under, or about the Leased Premises or adjacent property



except in complete compliance with all Relevant Environmental Laws. To the extent permitted by law, Landlord shall indemnify, defend, protect, and hold Tenant and Tenant's Agents harmless from and against any and all claims, costs, fines, judgments, and liabilities, including attorney fees and costs, arising out of or in connection with the presence of Hazardous Materials in, on, under, or about the Leased Premises or adjacent property as of the Commencement Date or introduced in, on, under, or about the Leased Premises or adjacent property subsequent to the Commencement Date due to the acts, omissions, or negligence of Landlord or Landlord's Agents. Landlord's obligations hereunder shall survive the termination of this Lease.

15. **Damage to Leased Premises.** In the event the Leased Premises, or any portion of the Leased Premises, are damaged by fire, the elements, acts of God, or other causes to such extent that they are rendered untenable by Tenant, then Tenant, using insurance proceeds, shall commence such rebuilding as soon as practical and shall continue and complete such rebuilding as promptly as possible. Notwithstanding anything else in the Lease to the contrary, if a casualty event occurs and the entire Leased Premises or any portion of the Leased Premises are rebuilt by Tenant and the parties later have to transfer the transit system back to the Landlord because of a Tenant millage failure, then Tenant shall execute the necessary documents to transfer any interest that Tenant may have in the Buildings and Improvements located on the Leased Premises to Landlord.

16. **Eminent Domain.** In the event that the whole of the Leased Premises shall be taken or condemned for any public or quasipublic use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, then this Lease shall terminate as of the date title vests in the condemnor, all rents and other payments shall be paid up to that date, and Landlord and Tenant shall have no further obligations by reason of the provisions of this Lease.

In the event that less than the whole of the Leased Premises is so taken or condemned, then Landlord, to the extent of the condemnation award, shall repair and restore the portion not affected by the taking so as to constitute the remaining premises a complete architectural unit.

Tenant shall have no interest in any award resulting from any condemnation or eminent domain or similar proceedings whether such award be for diminution in value to the leasehold or to the fee of the Leased Premises, except that Tenant shall be entitled to claim, prove and receive in such proceedings such award as may be allowed it for loss of business, relocation, and for Tenant's trade fixtures and personal property which are removable by Tenant at the end of the term of this Lease, provided such award shall be in addition to the award for land, buildings and other improvements.

17. **Defaults of Tenant.** The following occurrences shall be deemed defaults by Tenant:

(a) Tenant fails to pay when due any rent or other sum payable under this Lease and such failure continues for five (5) business days after written notice from Landlord.

(b) Tenant abandons or vacates the Leased Premises before the end of the term of this Lease; Tenant makes a general assignment for the benefit of creditors or becomes bankrupt or insolvent, or files or has filed against it in any court a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee; or the dissolution of Tenant.

(c) Tenant is in breach of any other obligation under this Lease, and such breach shall continue for ten (10) business days after written notice from Landlord. However, in the event any failure by Tenant cannot reasonably be cured within the ten (10) business day period set forth in this sub-paragraph, Tenant shall not be deemed in default so long as Tenant commences such cure within the ten (10) business day period and diligently pursues completion of such cure thereafter.

18. **Remedies of Landlord.** Landlord shall have the option to terminate this Lease to re-enter into, and again have and enjoy, the Leased Premises, and remove and evict Tenant and any person holding under Tenant from the Leased Premises, all without prejudice to any other remedy available to Landlord at law or in equity, for the collection of rent coming due before or after such termination, or the recovery of other damages.

19. **Right of Access.** Tenant agrees to permit Landlord, and Landlord's agents, to inspect or examine the Leased Premises at any reasonable time in a reasonable manner. Tenant shall have the right to accompany Landlord on any such inspections and examinations, which shall be scheduled to suit the reasonable convenience of both parties.

20. **Surrender of Leased Premises.** Tenant covenants and agrees to surrender possession of the Leased Premises to Landlord upon the expiration of the term of this Lease, or upon earlier termination of this Lease, in as good condition and repair as the same shall be at the Commencement Date, or as the same may have been put by Landlord and Tenant during the continuance of this Lease, ordinary wear and tear excepted. In addition, Tenant shall remove all of its property from the Leased Premises and shall repair any damage to the Leased Premises caused by such removal.

Any personal property of Tenant or of anyone claiming under Tenant which shall remain on the Leased Premises after the expiration or termination of this Lease shall be deemed to have been abandoned by Tenant, and either may be removed by Landlord as its property or may be disposed of in such manner as Landlord may see fit, and Landlord shall not be in any way responsible for such property.

21. **Holding Over.** In the event Tenant shall continue to occupy all or any part of the Leased Premises after the expiration of the term of this Lease with the consent of Landlord, such holding over shall be deemed to constitute a tenancy from month to month, upon the same terms and conditions as are contained in this Lease, except as to term; provided, however, if such holding over is without Landlord's written consent, Tenant shall pay to Landlord as rent for each month, or part of a month, that Tenant remains in possession of the Leased Premises, \$1.50 per month.

22. **Signs.** Landlord shall have no obligation to provide any signs for Tenant . All signs shall be erected at Tenant's sole cost and expense, and in compliance with all applicable laws, ordinances, codes and regulations. In addition, all such signs shall be removed by Tenant upon the termination of this Lease.

23. **Other Agreement.** This Lease is being executed by the parties as part of the transition of the transportation system from the Landlord to the Tenant as contemplated in the Comprehensive Transition Agreement dated June [\_\_\_\_,] 2026 (the "Agreement").

24. **Assignment and Sublease.** Tenant shall not assign this Lease without the prior written consent of Landlord, which consent cannot be unreasonably withheld. Further, Tenant may only sublease all or any portion of the Leased Premises with the consent of Landlord.

25. **Future Cooperation.** Notwithstanding anything in this Lease to the contrary, Landlord and Tenant agree to work cooperatively in the event either Landlord or Tenant, or both of them, are presented with a future development, expansion, or community enrichment opportunity.

26. **Quiet Enjoyment.** On paying the rent and on performing all of the covenants and agreements on its part to be performed under the provisions of this Lease, Tenant shall peacefully and quietly have, hold and enjoy the Leased Premises for the term of this Lease.

27. **Benefit and Obligation.** The benefits of this Lease shall accrue to, and the burdens of this Lease shall be the liabilities of, the successors and assigns of Landlord and Tenant.

28. **Notices.** All notices required under any provision of this Lease shall be deemed to be properly served if delivered personally or sent by registered or certified mail to each party at their address as stated above or at such other address as each party shall designate in writing delivered to the other party. All mailed notices shall be effective upon mailing. Notices delivered personally shall be effective upon personal delivery.

29. **Waiver.** The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this Lease, and no provision of this Lease shall be deemed to have been waived unless such waiver is in writing. One or more waivers of any covenant or condition by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant or condition nor shall the acceptance of rent or other payment by Landlord at any time when Tenant is in default under any term, covenant or condition of this Lease constitute a waiver of such default, nor shall any waiver or indulgence granted by either party be taken as an estoppel against the party granting the indulgence or waiver.

30. **Unenforceability.** In the event any covenant, term, provision, obligation, agreement or condition of this Lease is held to be unenforceable, it is mutually agreed and understood, by and between the parties hereto, that the other covenants, terms, provisions, obligations, agreements and conditions herein contained shall remain in full force and effect.

31. **Captions.** All headings contained in this Lease are intended for convenience only and are not to be deemed or taken as a summary of the provisions to which they pertain or as a construction thereof.

32. **Governing Law.** This Lease shall be governed by the laws of the State of Michigan.

33. **Entire Agreement; Amendment.** This Lease contains all of the terms and conditions of the agreement of the parties concerning the Leased Premises. This Lease may be amended only by a written agreement signed by both Landlord and Tenant.

**LANDLORD**

**CITY OF MARSHALL**

By \_\_\_\_\_

Its: \_\_\_\_\_

**TENANT**

**TRANSPORTATION AUTHORITY OF  
CALHOUN COUNTY**

By \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**  
**THE PREMISES**





## **Exhibit 4.2(b) – Bill of Sale**

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**THIS BILL OF SALE** (this “Bill of Sale”) is made and entered into as of [●], 2026, by and between **City of Marshall**, a Michigan municipal corporation located at 323 W. Michigan Avenue, Marshall, Michigan 49068 (the “City”), and **Transportation Authority of Calhoun County a/k/a Ride Calhoun**, a Michigan regional transportation authority located at 4950 West Dickman Road, Suite B2, Battle Creek, Michigan 49037 (the “TACC”). City and TACC may individually be referred to as a “Party” or collectively as the “Parties”.

WHEREAS, the Parties have entered into that certain Comprehensive Transition Agreement dated [●], 2026, by and between the City and TACC (the “CTA”) for, among other things, the transfer of certain assets, (the “Transferred Assets”) as defined in Section 1.1 of the CTA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### **1. Bill of Sale.**

(a) The City hereby sells, grants, conveys, assigns, transfers, and delivers to TACC, as of the Effective Time, all of the City’s right, title, and interest in and to the Transferred Assets subject to the terms and conditions set forth in the CTA.

(b) The City conveys the Transferred Assets free and clear of all Liens any kind, subject to the exceptions, disclosures, and conditions expressly set forth in the CTA. Nothing in this Bill of Sale expands or limits any representation or warranty contained in the CTA.

### **2. Further Assurances.**

(a) The City shall execute and deliver such further instruments, documents, and confirmations, and take such further actions, as TACC may reasonably request to effectuate the assignment, transfer, and conveyance of the Transferred Assets. TACC shall reasonably cooperate with the City in completing any required filings, notices, or third-party approvals.

### **3. Miscellaneous.**

(a) This Bill of Sale may be executed in counterparts, including by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

(b) Capitalized terms used but not defined in this Bill of Sale shall have the same meanings as in the CTA.

(c) The City may not amend, modify, or supplement this Bill of Sale without the prior written agreement of TACC.

(d) In the event of any conflict or inconsistency between the terms and conditions of the CTA and this Bill of Sale, the terms and conditions of the CTA shall govern.

**Remainder of Page Intentionally Left Blank – Signature Page Follows**

**IN WITNESS WHEREOF**, the City and TACC have executed this Bill of Sale as of the date first written above.

**CITY OF MARSHALL**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**TRANSPORTATION AUTHORITY OF CALHOUN COUNTY  
a/k/a RIDE CALHOUN**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

## **Exhibit 4.2(c) – Assignment of Intangible Rights**

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**THIS ASSIGNMENT OF INTANGIBLE RIGHTS** (this “Assignment”) is made and entered into as of [●], 2026, by and between **City of Marshall**, a Michigan municipal corporation located at 323 W. Michigan Avenue, Marshall, Michigan, 49068 (the “City”), and **Transportation Authority of Calhoun County a/k/a Ride Calhoun**, a Michigan regional transportation authority located at 4950 West Dickman Road, Suite B2, Battle Creek, Michigan 49037 (“TACC”). City and TACC may individually be referred to as a “Party” or collectively as the “Parties”.

WHEREAS, the Parties have entered into that certain Comprehensive Transition Agreement dated [●], 2026, by and between the City and TACC (the “CTA”) for, among other things, the transfer of intangible rights, (the “Intangible Rights”) as defined in Section 1.1(b) of the CTA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### **1. Assignment of Intangible Rights.**

(a) As of the Effective Time, the City hereby assigns, transfers, conveys, and delivers to TACC all of the City’s right, title, and interest in and to the Intangible Rights subject to the terms and conditions set forth in the CTA.

(b) The City conveys the Intangible Rights free and clear of all Liens and encumbrances of any kind, subject to the exceptions, disclosures, and conditions expressly set forth in the CTA.

### **2. Representations; Scope of Assignment.**

(a) This Assignment does not alter, expand, or reduce the representations, warranties, disclosures, limitations, or obligations contained in the CTA. No representation or warranty of any kind is made in this Assignment other than those expressly stated in the CTA.

### **3. Further Assurances.**

(a) The City shall execute and deliver such further instruments, documents, and confirmations, and take such further actions, as TACC may reasonably request to effectuate the assignment, transfer, and conveyance of the Intangible Rights. TACC shall reasonably cooperate with the City in completing any required filings, notices, or third-party approvals.



**4. Miscellaneous.**

(a) This Assignment may be executed in counterparts, including by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

(b) Capitalized terms used but not defined in this Assignment shall have the same meanings as in the CTA.

(c) The City may not amend, modify, or supplement this Assignment without the prior written agreement of TACC.

(d) In the event of any conflict or inconsistency between the terms and conditions of the CTA and this Assignment, the terms and conditions of the CTA shall govern.

**Remainder of Page Intentionally Left Blank – Signature Page Follows**

**IN WITNESS WHEREOF**, the City and TACC have executed this Assignment of Intangible Rights as of the date first written above.

**CITY OF MARSHALL**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**TRANSPORTATION AUTHORITY OF CALHOUN COUNTY  
a/k/a RIDE CALHOUN**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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