CITY COUNCIL AGENDA

Regular Meeting

September 3, 2024 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 - August 19, 2024
   - B. **City Bills**

Purchases 8/16/2024	$492,941.03
Purchases 8/23/2024	$1,797,334.81
Purchases 8/26/2024	$55,829.99
Total	**$2,346,105.83**

8) **PRESENTATIONS AND RECOGNITIONS**
   - A. **RIDE CALHOUN - TACC PRESENTATION**
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. **MAJOR CAMPUS WATER & SEWER INFRASTRUCTURE IMPROVEMENTS MEMORANDUM OF UNDERSTANDING WITH MAEDA**
   - B. **FIBERNET TECHNICAL SUPPORT SERVICES AGREEMENT**
   - C. **CITY PROSECUTING ATTORNEY AGREEMENT**
   - D. **PATROL VEHICLE PURCHASE - POLICE DEPARTMENT**
   - E. **INSTITUTE FOR RESPONSIVE GOVERNMENT ELECTION GRANT**
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

August 19, 2024
Regular Meeting - 7:00 PM

1) CALL TO ORDER

IN A REGULAR SESSION held on Monday, August 19, 2024 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 Schwartz.

2) ROLL CALL

Roll was called:

Present: Mayor James Schwartz, Theresa Chaney-Huggett, Jacob Gates, Ryan Traver, Ryan Underhill, Scott Wolfersberger

Also Present: Manager Perry and Clerk Eubank

Absent: Joe Caron

Moved by Scott Wolfersberger, supported by Ryan Traver to excuse member Caron. On a voice vote: **Motion carried.**

3) INVOCATION

Brandon Crawford of Grace Baptist Church led the invocation.

4) PLEDGE OF ALLEGIANCE

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

Moved by Jacob Gates, supported by Scott Wolfersberger to approve the agenda as submitted. 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 W Green St, Wayne Wright of Marshall Twp, Rebekah Sebring of Fredonia Twp, Regis Klingler of Butler Ct, Glenn Kowalske of Marshall Twp, Julie Bryant of Marshall Twp, Kelly Isaac of N Liberty, Maggie Emerson-Rich of Union St, Emily Emerson-Rich of Union St, Gretchen Esser of N Eagle St, and Leigh Rothwell of Marshall Twp gave public comment.

7) CONSENT AGENDA

Moved by Scott Wolfersberger, supported by Ryan Traver to approve the consent agenda as submitted. On a roll call vote:

Ayes: James Schwartz, Theresa Chaney-Huggett, Jacob Gates, Ryan Traver, Ryan Underhill, Scott Wolfersberger
Nays: None
Abstain: None
Motion carried.

A. **City Council Minutes**
Regular Session - August 5, 2024

B. **City Bills**

Purchases 8/2/24	$50,767.90
Purchases 8/6/24	$269,584.39
Purchases 8/9/24	$52,590.99
July Power Purchase	$890,566.43
Total	**$1,263,509.71**

C. **BUILDING OFFICIAL APPOINTMENT**

CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2024-24

A RESOLUTION TO APPOINT RALPH WELTON OF MCKENNA AS THE CITY OF MARSHALL BUILDING OFFICIAL AND INSPECTOR FOR THE BLUEOVAL BATTERY MICHIGAN PROJECT

Minutes of a regular meeting of the Council of the City of Marshall, held on August 19, 2024, at 7:00 PM.

PRESENT:

ABSENT:

The following preamble and resolution were offered by __________________, and supported by ____________________.

WHEREAS, the City of Marshall has adopted City Ordinance Chapter 150, Building Regulations; Construction, which adopts the State Construction Code and provides the duties of the City building official; and

WHEREAS, the Michigan Building Code of 2015 under Section 103.2 requires the appointment of a Building Official; and

WHEREAS, the Marshall City Charter under Section 3.04, requires the City Manager to appoint, direct and supervise all administrative officials, department heads and employees of the City; and

WHEREAS, on November 2, 2015, the City Council passed Resolution No. 2015-32, designating Tim Musser as the City of Marshall's Building Official and Inspector; and

WHEREAS, on June 20, 2023, the City Council approved a contract with McKenna of Northville, MI to provide building inspection services to the City for the Construction of the BlueOval Battery Michigan Project; and

WHEREAS, initial funding for the McKenna building inspection services was authorized by City Council in Ordinance 2023-08 for the proposed industrial project now known as the BlueOval Battery Michigan Project; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL appoints Ralph Welton of McKenna as the City of Marshall Building Official and Inspector for the BlueOval Battery Michigan Project and affirms Tim Musser to act as the City of Marshall Building Official and Building Inspector for all non-BlueOval Battery Michigan projects within the City of Marshall or as otherwise designated by the City Manager.

Resolution declared adopted this 19th day of August 2024.

____
Michelle Eubank, City Clerk

D. COMMUNITY ENGAGEMENT PLAN UPDATE

8) PRESENTATIONS AND RECOGNITIONS

A. SISTER CITY PROGRAM UPDATE

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. BLUEOVAL/FORD INDUSTRIAL FACILITIES TAX ABATEMENT REQUEST

Stephanie Fries and Kelly Murphy of Ford spoke.

Mayor Schwartz opened the public hearing on Resolution No. 2024-23, A Resolution Approving Application of BlueOval Battery Michigan (Ford Motor Co. and Affil.) for Industrial Facilities Exemption Certificate for a New Facility at 13700 W. Michigan Avenue.

Prior to the meeting, written comment was received from Jefferey and Joanna Johnson of Marshall Twp, Justin Kazmar of Marengo Twp, Glenn Kowalske of Marshall Twp, Diane Kowalske of Marshall Twp, Regis Klingler of Butler Ct, Joe Fitzpatrick of Sherman

Dr, Kelly Isaac of N Liberty, and James Durian on behalf of MAEDA.

Diane Kowalske of Marshall Twp, James Durian on behalf of MAEDA, Wayne Wright of Marshall Twp, Deb Withee of Marengo Twp, Regis Klingler of Butler Ct, Mike Holcomb of High St, Rebekah Sebring of Fredonia Twp, Maggie Emerson-Rich of Union St, Derek Allen of W Green St, Barry Wayne Adams of W Green St, Rick Sadler of Marshall Twp, Leigh Rothwell of Marshall Twp, Emily Emerson-Rich of Union St, Julie Bryant of Marshall Twp, and Gretchen Esser of N Eagle St spoke during the public hearing.

Mayor Schwartz closed the public hearing on Resolution No. 2024-23, A Resolution Approving Application of BlueOval Battery Michigan (Ford Motor Co. and Affil.) for Industrial Facilities Exemption Certificate for a New Facility at 13700 W. Michigan Avenue.

Moved by Scott Wolfersberger, supported by Jacob Gates to Approve Resolution No. 2024-23, A Resolution Approving Application of BlueOval Battery Michigan (Ford Motor Co. and Affil.) for Industrial Facilities Exemption Certificate for a New Facility at 13700 W. Michigan Avenue and authorize the City Manager to execute the written agreement and the necessary application documents. On a roll call vote:

Ayes: James Schwartz, Jacob Gates, Ryan Traver, Ryan Underhill, Scott Wolfersberger
Nays: Theresa Chaney-Huggett
Abstain: None
Motion carried.

CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2024-23

A RESOLUTION APPROVING APPLICATION OF
BLUEOVAL BATTERY MICHIGAN (FORD MOTOR CO. & AFFIL.)
FOR INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
FOR A NEW FACILITY AT 13700 W. MICHIGAN AVENUE

Minutes of a regular meeting of the Council of the City of Marshall, held on August 19, 2024, at 7:00 PM.

PRESENT:

ABSENT:

The following preamble and resolution were offered by __________________, and supported by ____________________.

WHEREAS, pursuant to PA 198 of 1974, MCL 207.551 et seq., after a duly noticed public hearing held on October 16, 2023, this Marshall City Council by Resolution 2023-27, on November 20, 2023, established the BlueOval Battery Park Industrial Development District No. 1; and

WHEREAS, BlueOval Battery Michigan L.L.C. has filed an application for an Industrial Facilities Exemption Certificate with respect to a new facility to be acquired and installed within the BlueOval Battery Park Industrial Development District No. 1; and

WHEREAS, before acting on said application, the Marshall City Council held a hearing on August 19, 2024, at the Marshall City Council Chambers, in City Hall at 7 PM, at which hearing the applicant, the City Assessor and a representative of the affected taxes units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, construction of the facility and installation of new machinery and equipment had not begun earlier than six (6) months before February 13, 2024, the date of acceptance of the application for the Industrial Facilities Exemption Certificate; and

WHEREAS, completion of the facility is calculated to and will at the time of issuance of the certificate have reasonable likelihood to retain, create or prevent the loss of employment in the City of Marshall; and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the City of Marshall, after granting this certificate, will exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL hereby determines that:

1. The City of Marshall finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974, shall not have the effect of substantially impeding the operation of the City of Marshall, or impairing the financial soundness of a taxing unit which levies ad-valorem property taxes in the City of Marshall.

2. The application from BlueOval Battery Michigan L.L.C. for an Industrial Facilities Exemption Certificate, with respect to a New Facility on the following described parcel of real property situated within the BlueOval Battery Park Industrial Development District No. 1, to wit:

PARCEL ID# 53-281-021-03

> BEGINNING at the W 1/4 corner of Section 29, T2S, R6W, Marshall Township, Calhoun County, Michigan, thence S 89°58'17" E 33.00 feet along the E-W 1/4 line of said Section 29 to the East right-of-way line of 13 Mile Road; thence N 00°22'04" E 843.62 feet along said East

right-of-way line of 13 Mile Road; thence N 90°00'00” E 2,632.74 feet; thence S 00°05'05” E 844.92 feet along the N-S 1/4 line of Section 29, T2S, R6W, Marshall Township, Calhoun County, Michigan to the Center of said Section 29; thence N 89°58'17” W 91.00 feet along said E-W 1/4 line of Section 29; thence S 00°42'47” W 338.00 feet; thence S 89°58'17” E 91.00 feet; thence S 00°42'47” W 1,580.64 feet along the N-S 1/4 line of said Section 29; thence N 90°00'00" W 1,354.96 feet; thence N 78°09'31" W 1,337.71 feet; thence N 00°16'51” E 1,599.81 feet along the West line of said Section 29 to the POINT OF BEGINNING. Being a part Section 29, T2S, R6W, Marshall Township, Calhoun County, Michigan and containing 162.90 acres of land, more or less. Being subject to easements and restrictions of record, if any.

PARCEL ID# 53-281-021-04

Commencing at the W 1/4 corner of Section 29, T2S, R6W, Marshall Township, Calhoun County, Michigan; thence S 89°58'17” E 33.00 feet along the E-W 1/4 line of said Section 29 to the East right-of-way line of 13 Mile Road; thence N 00°22'04” E 843.62 feet along said East right-of-way line of 13 Mile Road; thence N 90°00'00” E 2,632.74 feet to the POINT OF BEGINNING; thence continuing N 90°00'00" E 4,935.11 feet;
thence 678.67 feet along a non-tangential curve to the right, radius 600.92 feet, central angle 65°04'02", long chord S 34°24'49" E 650.76 feet thence S 00°07'44” E 406.49 feet along the N-S 1/4 line of Section 28, T2S, R6W, Marshall Township, Calhoun County, Michigan to the Center of said Section 28; thence S 00°08'50” E 1,947.49 feet along the N-S 1/4 line of said Section 28; thence N 71°18'28” W 397.60 feet; thence N 90°00'00” W 4,957.31 feet; thence N 00°42'47” E 1,580.64 feet along the N-S 1/4 line of said Section 29; thence N 89°58'17” W 91.00 feet; thence N 00°42'47” E 338.00 feet; thence S 89°58'17” E 91.00 feet along the E-W 1/4 line of Section 29, T2S, R6W, Marshall Township, Calhoun County, Michigan to the Center of said Section 29; thence N 00°05'05” E 844.92 feet along the N-S 1/4 line of Section 29 to the POINT OF BEGINNING. Being a part Section 28 and 29, T2S, R6W, Marshall Township, Calhoun County, Michigan and containing 337.10 acres of land, more or less. Being subject to easements and restrictions of record, if any.

Be and contained within the same is hereby approved.

3.The Industrial Facilities Exemption Certificate when issued shall be and remain in force for a period of 12 years after completion and approval by the State Tax Commission.

Resolution declared adopted this 19th day of August 2024.

____
Michelle Eubank, City Clerk

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

A. SIGN ORDINANCE AMENDMENTS - INTRODUCTION AND SET PUBLIC HEARING

Moved by Theresa Chaney-Huggett, supported by Ryan Underhill to Introduce Ordinance #2024-09, An Ordinance to Amend City of Marshall Zoning Code, Repeal of Chapter 5.0 Site Standards, Section 5.1 Signs, the Addition of Article 9, Signs, to Repeal any Ordinances in Conflict Thereof, and to Provide an Effective Date Hereof, Publish a Summary in the local newspaper and set a Public Hearing for September 16, 2024. On a voice vote: **Motion carried.**

B. CONSTRUCTION CONTRACT: BRIARWOOD DEVELOPMENT

Moved by Scott Wolfersberger, supported by Ryan Traver to Approve the construction contract for $438,793.60 with a contingency of $61,206.40 for a total funded amount of $500,000 with Joe Raica Excavating from Fowlerville, MI and Approve the construction engineering contract for $62,000 with a contingency of $10,000 for a total funded amount of $72,000 with VK Civil of Kalamazoo, MI. contingent upon funding being available through proceeds of a successful bond sale. On a roll call vote:

Ayes: Ryan Traver, Ryan Underhill, Scott Wolfersberger, James Schwartz, Theresa Chaney-Huggett, Jacob Gates
Nays: None
Abstain: None
Motion carried.

C. NE NIA BOND RESOLUTION

Moved by Theresa Chaney-Huggett, supported by Scott Wolfersberger to Approve Resolution No. 2024-25, A Resolution Authorizing Issuance and Sale of 2024 Capital Improvement Bonds (Limited Tax General Obligation) for Northeast Neighborhood Improvement Authority Infrastructure Improvements and Authorize the City Manager and City Clerk to sign the necessary documents. On a roll call vote:

Ayes: Ryan Underhill, Scott Wolfersberger, James Schwartz, Theresa Chaney-Huggett, Jacob Gates, Ryan Traver
Nays: None
Abstain: None
Motion carried.

City of Marshall

County of Calhoun, State of Michigan

Resolution No. 2024-25

RESOLUTION AUTHORIZING ISSUANCE AND SALE OF

2024 CAPITAL IMPROVEMENT BONDS

(LIMITED TAX GENERAL OBLIGATION)

FOR NORTHEAST NEIGHBORHOOD IMPROVEMENT AUTHORITY

INFRASTRUCTURE IMPROVEMENTS

A RESOLUTION TO APPROVE:

- Issuance of up to $2,750,000 of bonds to construct infrastructure improvements in the Northeast Neighborhood Improvement Authority development area;
- Authorized Officers to sell Bonds without further City Council action;
- Other matters necessary to sell and deliver the Bonds.

WHEREAS, the City of Marshall, County of Calhoun, State of Michigan (the "City") desires to issue its general obligation limited tax bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), in an aggregate principal amount of not to exceed Two Million Seven Hundred Fifty Thousand Dollars ($2,750,000) (the "Bonds"), for the purpose of paying all or part of the cost to acquire and construct infrastructure for housing in the Neighborhood Improvement Authority's (the "Authority") development area, including streets and roads and related signage, streetlights, sidewalks, underground infrastructure including a water supply system and stormwater and sanitary sewer systems, and electric and fiber optic service together with any appurtenances and attachments thereto, and any related easement or site improvements (the "Projects"); and

WHEREAS, the City intends to pay debt service on the Bonds from tax increment revenues collected under the Northeast Neighborhood Improvement Authority's tax increment financing plan (the "Tax Increment Revenues"); and

WHEREAS, to finance the cost of the Projects, the City Council deems it necessary to borrow the principal amount of not to exceed Two Million Seven Hundred Fifty Thousand Dollars ($2,750,000) and issue capital improvement bonds pursuant to Act 34; and

WHEREAS, a notice of intent to issue bonds was published in accordance with Act 34 which provides that the capital improvement bonds may be issued without a vote of the electors of the City unless a proper petition for an election on the question of the issuance of the bonds is filed with the City Clerk within a period of forty-five (45) days from the date of publication; and

WHEREAS, the forty-five day referendum period has expired and no petition was filed with the Clerk; and

WHEREAS, the City Council wishes to authorize the City Manager and Finance Director/Treasurer (each an "Authorized Officer") to sell, deliver and receive payment for the Bonds without the necessity of the City Council taking further action prior to sale and delivery of the bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Bonds; Bond Terms. Bonds of the City designated 2024 CAPITAL IMPROVEMENT BONDS (LIMITED TAX GENERAL OBLIGATION) (the "Bonds") are hereby authorized to be issued in the aggregate principal sum of not to exceed Two Million Seven Hundred Fifty Thousand Dollars ($2,750,000) or such lesser amount as shall be determined by an Authorized Officer at the time of sale of the Bonds, for the purpose of paying the costs of the Projects and paying costs incidental to the issuance, sale and delivery of the Bonds. The issue shall consist of bonds in fully-registered form of the denomination of $5,000 each, or integral multiples thereof not exceeding for each maturity the aggregate principal amount of such maturity, and numbered consecutively in order of registration. The Bonds shall bear interest, mature and be payable at the times and in the manner set forth in Sections 6 and 7 hereof.

The Bonds shall bear interest at a rate or rates to be determined at the time of the sale thereof, but in any event not to exceed six percent (6%) per annum, payable on April 1, 2025 (or such date as determined at the time of the sale thereof) and semiannually thereafter. The Bonds shall be sold at public sale at a price not less than 99% of the principal amount thereof.

The Bonds shall be subject to redemption prior to maturity in the manner and at the times and prices set forth in Sections 6 and 7 hereof and if term bonds are selected by the original purchaser of the Bonds, then the Bonds will be subject to mandatory redemption in accordance with the foregoing referenced maturity schedule at par.

Interest shall be payable to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. Interest shall be payable to the registered owner of record as of the 15th day of the month preceding the payment date for each interest payment. The principal of the Bonds shall be payable at The Huntington National Bank, Grand Rapids, Michigan, who is hereby selected to act as transfer agent for the Bonds (the "Transfer Agent"), or such other bank or trust company selected by an Authorized Officer prior to the publication of the notice of sale for the Bonds as the transfer agent for the Bonds.

2. Execution of Bonds; Book-Entry-Only Form. The Bonds of this issue shall be executed in the name of the City with the manual or facsimile signatures of the Mayor and the City Clerk and shall have the seal of the City, or a facsimile thereof, printed or impressed on the Bonds. No Bond executed by facsimile signature shall be valid until authenticated by an authorized officer or representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser or other person in accordance with instructions from the Treasurer upon payment of the purchase price for the Bonds in accordance with the bid therefor when accepted.

The Bonds may be issued in book-entry-only form through The Depository Trust Company in New York, New York ("DTC"), and each Authorized Officer is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry-only form and to make such changes in the form of the Bonds within the parameters of this resolution as may be required to accomplish the foregoing.

3. Transfer of Bonds. The Transfer Agent shall keep the books of registration for this issue on behalf of the City. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

Unless waived by any registered owner of Bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the City. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the place where the Bonds called for redemption are to be surrendered for payment; and that interest on the Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

4. Limited Tax Pledge; Debt Retirement Fund; Defeasance of Bonds. The City hereby pledges its limited tax full faith and credit for the prompt payment of the

Bonds. The City shall, each year budget the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Bonds and shall advance as a first budget obligation from its general funds available therefor, or, if necessary, levy taxes upon all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations, such sums as may be necessary to pay such debt service in such fiscal year, provided, however, that if at the time of making such advance or such tax levy there shall be other legally available funds for the payment of principal of and interest on the Bonds, including but not limited to the Tax Increment Revenues, then credit therefor may be taken against the levy for payment of the Bonds.

The Treasurer is authorized and directed to open a depositary account with a bank or trust company designated by the City Council, to be designated 2024 Capital Improvement Bonds DEBT RETIREMENT FUND (the "Debt Retirement Fund"), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bonds as they mature.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

5. Construction Fund; Proceeds of Bond Sale. The Treasurer is authorized and directed to open a separate depositary account with a bank or trust company designated by the City Council, to be designated 2024 Capital Improvement Bonds CONSTRUCTION FUND (the "Construction Fund"), and deposit into the Construction Fund the proceeds of the Bonds less accrued interest, if any, which shall be deposited into the Debt Retirement Fund. The amounts specified by an Authorized Officer at the time of sale of the Bonds from the net proceeds of sale of the Bonds (including proceeds of the good faith deposit received at the time of sale, if any) shall be deposited to the appropriate account in the Construction Fund to be used to pay for the Projects and the costs of issuance of the Bonds.

6. Bond Form. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA

STATE OF MICHIGAN

COUNTY OF CALHOUN

CITY OF MARSHALL

2024 CAPITAL IMPROVEMENT BOND

(LIMITED TAX GENERAL OBLIGATION)

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
	October 1, _____	__________, 2024	

Registered Owner:

Principal Amount: Dollars

The City of Marshall, County of Calhoun, State of Michigan (the "City"), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on April 1, 2025 and semiannually thereafter. Principal of this bond is payable at the corporate trust office of The Huntington National Bank, Grand Rapids, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the interest payment date as shown on the registration books of the City kept by the Transfer Agent by check or draft mailed to the registered owner of record at the registered address. For prompt payment of this bond, both principal and interest, the full faith, credit and resources of the City are hereby irrevocably pledged.

This bond is one of a series of bonds of even Date of Original Issue aggregating the principal sum of $__________, issued for the purpose of paying the costs of certain capital improvements for the City. This bond is issued under the provisions of Act 34, Public Acts of Michigan, 2001, as amended, and a duly adopted resolution of the City.

Bonds of this issue maturing in the years 2028 to 2033, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds of this issue in multiples of $5,000 maturing in the year 2034 and thereafter shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after October 1, 2033, at par and accrued interest to the date fixed for redemption.

[Insert Term Bond redemption provisions, if necessary.]

In case less than the full amount of an outstanding bond is called for redemption, the Transfer Agent, upon presentation of the bond called in part for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the Transfer Agent to redeem the bond or portion thereof.

This bond is transferable only upon the registration books of the City kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

This bond, including the interest thereon, is payable as a first budget obligation from the general funds of the City, and the City is required, if necessary, to levy ad valorem taxes on all taxable property in the City for the payment thereof, subject to applicable constitutional, statutory and charter tax rate limitations.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the City, including this bond and the series of bonds of which this is one, does not exceed any constitutional, statutory or charter debt limitation.

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

IN WITNESS WHEREOF, the City of Marshall, by its City Council, has caused this bond to be signed in the name of the City by the facsimile signatures of its Mayor and City Clerk and a facsimile of its corporate seal to be printed hereon, all as of the Date of Original Issue.

CITY OF MARSHALL

County of Calhoun

State of Michigan

By: [Mayor to sign definitive bond]

Its: Mayor

By: [Clerk to sign definitive bond]

Its: City Clerk

(Form of Transfer Agent's Certificate of Authentication)

DATE OF AUTHENTICATION:

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned resolution.

The Huntington National Bank

Grand Rapids, Michigan

Transfer Agent

By: ____________________________________

Authorized Signatory

[Insert form of assignment]

7. Notice of Sale. Each Authorized Officer is individually authorized to fix a date for sale of the Bonds and to cause to be published a notice of sale for the Bonds in ***The Bond Buyer***, New York, New York, which notice of sale shall be in substantially the following form, with such completions and revisions within the parameters established by this resolution as may be deemed necessary or appropriate by an Authorized Officer in consultation with the City's bond counsel and municipal advisor:

OFFICIAL NOTICE OF SALE

$2,750,000*

CITY OF MARSHALL

COUNTY OF CALHOUN, STATE OF MICHIGAN

2024 Capital Improvement Bonds

(LIMITED TAX GENERAL OBLIGATION)

**Subject to adjustment as set forth in this Notice of Sale*

BID OPENING: Bids for the purchase of the above bonds will be received in the manner described in this Notice of Sale on __________, 2024 until ____ _.m., prevailing Eastern Time, at which time and place the bids will be read. The award or rejection of the bids will occur on that date.

ELECTRONIC BIDS: Bidders may submit bids for the purchase of the above bonds as follows:

Electronic bids may be submitted to the office of Bendzinski & Co. Municipal Finance Advisors at info@bendzinski.com; provided that electronic bids must arrive before the time of sale and the bidder bears all risks of transmission failure.

Electronic bids will also be received on the same date and until the same time by Bidcomp/Parity as agent of the undersigned. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Anthony Leyden or CLIENT SERVICES, 1359 Broadway, Second Floor, New York, New York 10018, (212) 849-5021. IF ANY PROVISION OF THIS OFFICIAL NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BIDCOMP/PARITY, AS THE APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS OFFICIAL NOTICE OF SALE SHALL CONTROL.

Bidders may choose any means or location to present bids but a bidder may not present a bid in more than one location or by more than one means. Each bidder bears all risks associated with the submission, transmission and delivery of its bid.

BOND DETAILS: The bonds will be registered bonds of the denomination of $5,000 or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, originally dated as of the date of initial delivery, numbered in order of registration, and will bear interest from their date payable on April 1, 2025 and semiannually thereafter.

The bonds will mature on the 1st day of October in each of the years as follows:

Year	Amount	Year	Amount
2028	$180,000	2034	$230,000
2029	190,000	2035	240,000
2030	195,000	2036	250,000
2031	205,000	2037	260,000
2032	215,000	2038	275,000
2033	225,000	2039	285,000

*ADJUSTMENT OF TOTAL PAR AMOUNT OF BONDS AND PRINCIPAL MATURITIES: The City reserves the right to increase or decrease the aggregate principal amount of the bonds after receipt of the bids and prior to final award, if necessary, so that the purchase price of the bonds will provide an amount determined by the City to be sufficient to construct the Projects and to pay costs of issuance of the bonds. The adjustments, if necessary, will be in increments of $5,000. The purchase price will be adjusted proportionately to the increase or decrease in issue size, but the interest rates specified by the successful bidder for all maturities will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

*ADJUSTMENT TO PURCHASE PRICE: Should any adjustment to the aggregate principal amount of the bonds be made by the City, the purchase price of the bonds will be adjusted by the City proportionally to the adjustment in principal amount of the bonds. The adjusted purchase price will reflect changes in the dollar amount of the underwriter's discount and original issue discount/premium, if any, but will not change the per-bond underwriter's discount as calculated from the bid and initial reoffering prices.

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at rate or rates not exceeding six percent (6%) per annum, to be fixed by the bids therefor, expressed in any fraction of 1%. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. The difference between the highest and lowest interest rates bid shall not exceed two percent (2%) per annum. No proposal for the purchase of less than all of the bonds or at a price less than 99% of their par value will be considered.

PRIOR REDEMPTION OF BONDS: Bonds maturing in the years 2028 to 2033 inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of $5,000 maturing in the year 2034 and thereafter shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after October 1, 2033, at par and accrued interest to the date fixed for redemption.

In case less than the full amount of an outstanding bond is called for redemption, the transfer agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the transfer agent to redeem the bond or portion thereof.

TERM BOND OPTION: The initial purchaser of the bonds may designate any one or more maturities from October 1, 2028 through the final maturity as term bonds and the consecutive maturities on or after the year 2028 which shall be aggregated in the term bonds. The amounts of the maturities which are aggregated in a designated term bond shall be subject to mandatory redemption on October 1 of the years and in the amounts set forth in the above maturity schedule at a redemption price of par, plus accrued interest to the date of mandatory redemption. Term bonds or portions thereof mandatorily redeemed shall be selected by lot. Any such designation must be made at the time bids are submitted and must be listed on the bid.

BOOK-ENTRY ONLY: The bonds will be issued in book-entry-only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the bonds. Purchase of the bonds will be made in book-entry-only form, in the denomination of $5,000 or any multiple thereof. Purchasers will not receive certificates representing their interest in bonds purchased. It will be the responsibility of the purchaser to obtain DTC eligibility. Failure of the purchaser to obtain DTC eligibility shall not constitute cause for a failure or refusal by the purchaser to accept delivery of and pay for the bonds.

TRANSFER AGENT AND REGISTRATION: Principal shall be payable at the principal corporate trust office The Huntington National Bank, Grand Rapids, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner of record not less than 60 days prior to an interest payment date. Interest shall be paid by check mailed to the registered owner of record as shown on the registration books of the City as of the 15th day prior to an interest payment date. The bonds will be transferred only upon the registration books of the City kept by the transfer agent.

PURPOSE AND SECURITY: The bonds are authorized for the purpose of paying the cost of acquiring and constructing various capital improvements for the City. The bonds will be a first budget obligation of the City, payable from the general funds of the City including the collection of ad valorem taxes on all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations. The rights or remedies of bondholders may be affected by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally now existing or hereafter enacted and by the application of general principles of equity including those relating to equitable subordination.

AWARD OF BONDS – TRUE INTEREST COST: The bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on April 1, 2025 and semi-annually thereafter) necessary to discount the debt service payments from their respective payment date to _________, 2024 (the anticipated delivery date), in an amount equal to the price bid, excluding accrued interest. Each bidder shall state in its bid the true interest cost to the City, computed in the manner specified above.

TAX MATTERS: In the opinion of Miller, Canfield, Paddock and Stone, P.L.C., bond counsel, under existing law, assuming compliance with certain covenants, interest on the bonds is excludable from gross income for federal income tax purposes as described in the opinion, and the bonds and interest thereon are exempt from all taxation by the State of Michigan or any taxing authority within the State of Michigan except estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.

"QUALIFIED TAX-EXEMPT OBLIGATIONS": The City has designated the bonds as "qualified tax-exempt obligations" for purposes of the deduction of interest expense by financial institutions pursuant to the Internal Revenue Code of 1986, as amended.

ISSUE PRICE: The winning bidder shall assist the City in establishing the issue price of the bonds and shall execute and deliver to the City at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached either as Appendix I-1 or Appendix I-2 to the Preliminary Official Statement for the bonds, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and bond counsel.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the bonds) will apply to the initial sale of the bonds (the "Competitive Sale Requirements") because:

a. the City is disseminating this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

b. all bidders shall have an equal opportunity to bid;

c. the City anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

d. the City anticipates awarding the sale of the bonds to the bidder who submits a firm offer to purchase the bonds at the lowest true interest cost, as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the bonds, as specified in the bid.

In the event that all of the Competitive Sale Requirements are not satisfied, the City shall so advise the winning bidder. The City will not require bidders to comply with the "hold-the-offering price rule" (as described below), and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the bonds as the issue price of that maturity, though the winning bidder, in consultation with the City, may elect to apply the "hold-the-offering price rule." Bids will not be subject to cancellation in the event the Competitive Sale Requirements are not satisfied. Unless a bidder intends to apply the "hold-the-offering price rule" (as described below), bidders should prepare their bids on the assumption that all of the maturities of the bonds will be subject to the 10% Test (as described below). The winning bidder must notify the City of its intention to apply either the "hold-the-offering-price rule" or the 10% Test at or prior to the time the bonds are awarded.

If the winning bidder does not request that the "hold-the-offering price rule" apply to determine the issue price of the bonds, then the following two paragraphs shall apply:

a. The City shall treat the first price at which 10% of a maturity of the bonds (the "10% Test") is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the Bonds satisfies the 10% Test as of the date and time of the award of the bonds; and

b. Until the 10% Test has been satisfied as to each maturity of the bonds, the winning bidder agrees to promptly report to the City the prices at which the unsold bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until either (i) all bonds of that maturity have been sold or (ii) the 10% Test has been satisfied as to the bonds of that maturity, provided that, the winning bidder's reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the City or bond counsel.

If the winning bidder does request that the "hold-the-offering price rule" apply to determine the issue price of the bonds, then following three paragraphs shall apply:

a. The winning bidder, in consultation with the City, may determine to treat (i) pursuant to the 10% Test, the first price at which 10% of a maturity of the bonds is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the bonds as the issue price of that maturity (the "hold-the-offering price rule"), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the City if any maturity of the bonds satisfies the 10% Test as of the date and time of the award of the bonds. The winning bidder shall promptly advise the City, at or before the time of award of the bonds, which maturities of the bonds shall be subject to the 10% Test or shall be subject to the hold-the-offering price rule or both.

b. By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the bonds to the public on or before the date of the award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder, and (ii) if the hold-the-offering-price rule applies, agree, on behalf of the underwriters participating in the purchase of the bonds, that the underwriters will neither offer nor sell unsold bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

a. the close of the fifth (5^{th}) business day after the sale date; or

b. the date on which the underwriters have sold at least 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public;

The winning bidder shall promptly advise the City when the underwriters have sold 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5^{th}) business day after the sale date.

c. The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds.

By submitting a bid, each bidder confirms that:

a. any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, (A)(i) to report the prices at which it sells to the public the unsold bonds of each maturity allocated to it, whether or not the closing date has occurred, until either all bonds of that maturity allocated to it have been sold or it is notified by the winning bidder that the 10% Test has been satisfied as to the bonds of that maturity, provided that, the reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the winning bidder, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, (B) to promptly notify the winning bidder of any sales of bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the bonds to the public (each such term being used as defined below), and (C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.

b. any agreement among underwriters or selling group agreement relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (i) report the prices at which it sells to the public the unsold bonds of each maturity allocated to it, whether or not the closing date has occurred, until either all bonds of that maturity allocated to it have been sold or it is notified by the winning bidder or such underwriter that the 10% Test has been satisfied as to the bonds of that maturity, provided that, the reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the winning bidder or such underwriter, and (ii) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires.

c. sales of any bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale.

Further, for purposes of this Notice of Sale:

a. "public" means any person other than an underwriter or a related party;

b. "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the bonds to the public);

c. a purchaser of any of the bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

d. "sale date" means the date that the bonds are awarded by the City to the winning bidder.

<u>LEGAL OPINION</u>: Bids shall be conditioned upon the approving opinion of Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Detroit, Michigan, a copy of which opinion will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Miller, Canfield, Paddock and Stone, P.L.C. for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to validity of the above bonds, Miller, Canfield, Paddock and Stone, P.L.C. has not been requested to examine or review and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds, and accordingly will not express any

opinion with respect to the accuracy or completeness of any such financial documents, statements or materials.

DELIVERY OF BONDS: The City will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser through DTC in New York, New York, or such other place to be agreed upon. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of delivery of the bonds. If the bonds are not tendered for delivery by twelve o'clock noon, prevailing Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if the 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned in which event the City shall promptly return the good faith deposit, if any. Payment for the bonds shall be made in Federal Reserve Funds.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the bonds, but neither the failure to print such numbers on any bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the bonds in accordance with terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on the bonds shall be paid for by the City; provided, however, that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the purchaser.

OFFICIAL STATEMENT: A preliminary Official Statement that the City deems to be final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12 of the Securities and Exchange Commission, has been prepared and may be obtained from Bendzinski & Co. Municipal Finance Advisors, financial advisors to the City, at the address and telephone listed under REGISTERED MUNICIPAL ADVISOR below. Bendzinski & Co. Municipal Finance Advisors will provide the winning bidder with an electronic version of the final Official Statements within 7 business days from the date of sale to permit the purchaser to comply with Securities and Exchange Commission Rule 15c2-12. Copies of the Official Statement will be supplied by Bendzinski & Co. Municipal Finance Advisors, upon request and agreement by the purchaser to pay the cost of the copies. Requests for copies should be made to Bendzinski & Co. Municipal Finance Advisors within 24 hours of the time of sale.

BOND INSURANCE AT PURCHASER'S OPTION: If the bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the bonds. Any and all increased costs of issuance of the bonds resulting from such purchase of insurance shall be paid by the purchaser, except that if the City has requested and received a rating on the bonds from a rating agency, the City shall pay the fee for the requested rating. Any other rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE CITY.

CONTINUING DISCLOSURE: As described more fully in the Official Statement, the City has agreed to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, on or prior to the sixth month after the end of each fiscal year commencing with the fiscal year ended June 30, 2024, (i) certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, generally consistent with the information contained or cross-referenced in the Official Statement relating to the bonds, (ii) timely notice of the occurrence of certain material events with respect to the bonds and (iii) timely notice of a failure by the City to provide the required annual financial information on or before the date specified in (i) above.

BIDDER CERTIFICATION: NOT “IRAN-LINKED BUSINESS”: By submitting a bid, the bidder shall be deemed to have certified that it is not an “Iran-Linked Business” as defined in Act 517 Michigan Public Acts of 2012, being MCL 129.311 et. seq.

REGISTERED MUNICIPAL ADVISORS: Bendzinski & Co. Municipal Finance Advisors, Grosse Pointe, MI (the “Municipal Advisor”) is a Registered Municipal Advisor in accordance with the rules of the Municipal Securities Rulemaking Board (“MSRB”). The Municipal Advisor has been retained by the City to provide certain financial advisory services relating to the planning, structuring and issuance of the bonds. The Municipal Advisor is not engaged in the business of underwriting, trading, marketing or the distribution of securities or any other negotiable instruments. The Municipal Advisor’s duties, responsibilities and fees arise solely as a Registered Municipal Advisor to the City and it has no secondary obligation or other responsibility.

FURTHER INFORMATION relating to the bonds may be obtained from Bendzinski & Co. Municipal Finance Advisors, 17000 Kercheval Ave., Suite 230, Grosse Pointe, MI 48230. Telephone (313) 961-8222.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

Derek Perry, City Manager

City of Marshall

8. Useful Life of Projects. The estimated period of usefulness of the Projects is hereby declared to be not less than fifteen (15) years.

9. Tax Covenant; Qualified Tax-Exempt Obligations. The City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes under

the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Bond proceeds and moneys deemed to be Bond proceeds. The City hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions pursuant to the Code.

10. Official Statement; Qualification for Insurance; Ratings. Each Authorized Officer is individually authorized and directed to: (a) cause the preparation and circulation of a Preliminary Official Statement with respect to the Bonds and to deem the Preliminary Official Statement "final" for purposes of Rule 15c2-12 of the U.S. Securities and Exchange Commission, and to approve circulation of a final Official Statement with respect to the Bonds; (b) solicit bids for and approve the purchase of a municipal bond insurance policy for the Bonds if deemed economically advantageous to the City based on the advice of the City's municipal advisor; and (c) apply for ratings on the Bonds.

11. Continuing Disclosure. The City agrees to enter into a continuing disclosure undertaking for the benefit of the holders and beneficial owners of the Bonds in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, and each Authorized Officer is hereby authorized to execute such undertaking prior to delivery of the Bonds.

12. Authorization of Other Actions. Each Authorized Officer is hereby individually authorized to adjust the final Bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing are authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, including but not limited to, determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, series designation, the place of delivery and payment, and other matters within the parameters described in this resolution. Each Authorized Officer is hereby authorized and directed to take all other actions necessary or advisable, and to make such other filings with any parties, including the Michigan Department of Treasury, to enable the sale and delivery of the Bonds as contemplated herein.

13. Award of Sale of Bonds. Each Authorized Officer is hereby individually authorized on behalf of the City, without further authorization or approval of this City Council, to award the sale of the Bonds to the bidder whose bid meets the requirements of law and which produces the lowest true interest cost to the City computed in accordance with the terms of the Official Notice of Sale as published.

14. Bond Counsel. Miller, Canfield, Paddock and Stone, P.L.C. is hereby approved as bond counsel for the Bonds, notwithstanding periodic representation in unrelated matters of parties or potential parties to the transaction contemplated by this resolution.

15. Municipal Advisor. Bendzinski & Co. Municipal Finance Advisors is retained as the registered municipal advisor to the City in connection with the issuance of the Bonds.

16. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of City of Marshall, State of Michigan, at a Regular Meeting on August 19, 2024, at 7:00 p.m. Eastern Time, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, that the minutes of said meeting were kept and will be or have been made available as required by said Act 267.

I further certify that the following Members were present at said meeting: ____ and that the following Members were absent: ____.

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

I further certify that the following Members voted for adoption of said resolution: ____ and that the following Members voted against adoption of said resolution: ____.

____
Michelle Eubank, City Clerk

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.

Rick Sadler of Marshall Twp, Diane Kowalske of Marshall Twp, Wayne Wright of Marshall Twp, Emily Emerson-Rich of Union St, Julie Bryant of Marshall Twp, Rebekah Sebring of Fredonia Twp, Leigh Rothwell of Marshall Twp, Maggie Emerson-Rich of Union St, Regis Klingler of Butler Ct, Barry Wayne Adams of W Green St, and Drew Phillips of Marshall Twp gave public comment.

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

The meeting was adjourned at 9:34 pm.

Respectfully submitted by,

Michelle Eubank
City Clerk

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
51573	ACTRON SYSTEMS, INC.	POWER HOUSE ALARM MONITORING 2024 Q3		392.04
1TRP-V36T-M7LQ	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 RETURNED SCOREBO		(187.09)
1Y9V-CCTX-M7RM	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 SHIPPING CREDIT		(3.49)
19WT-LT11-LGT7	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 ETHERNET CABLE		186.97
1RJM-XKGW-MD61	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 SHIPPING CREDIT		(6.73)
1GFG-FF49-LY6W	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 SHIPPING CREDIT		(0.26)
1N9H-JCGW-4K4X	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 BELT (THOMPSON)		70.26
1RTM-HHCR-1JNT	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 AMERICAN FLAG		299.00
1KGD-WGRT-19JV	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 SAMSUNG TABLET F		489.72
1QPH-DNGV-3RDD	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 FARGO RIBBON CAR		50.48
14HL-J3CT-KYDQ	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 HIGHLIGHTERS, CO		22.95
1VY4-X13K-NW3H	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 RECHARGEABLE BAT		55.74
1L4M-HHHK-13CM	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 OFFICE CHAIRS		1,610.00
1CT3-C3XQ-1J3H	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 KAYAK RACKS		479.98
13KM-PPWV-QHCD	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 DOCKING STATIONS		290.00
1J9N-XYYY-37JM	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 HAND TOWELS		146.00
1NTF-P1TG-NMDM	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 TUB SPOUTS		100.75
1NNW-JC1K-LMF7	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 WADER BOOT		95.90
14PW-CPVY-436G	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 GOLIGHT, WORK TE		1,612.66
1GJR-GGPH-LX11	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 WIRE BRUSH SET,		95.97
17CY-P6XT-C1QC	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 RECORDABLE DVDS		128.94
1PM1-YFR6-Q3KN	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 VOLLEYBALLS, GAR		179.11
1GRF-LTLV-4MTK	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 STENCIL, PAINT,		151.26
1JJ4-DJCX-JCLT	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 BINDER, VOTER ST		56.22
13KR-91GT-QMDM	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 PHONE CHARGER, E		171.14
1VJM-DT9W-3CVY	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 NOTE PADS, PENCI		49.79
6003190	AMP INC.	CONSULTING SERVICES FOR SCADA RFP SPECS	2023.236	8,181.56
37080283	APPLIED CAPITAL, LLC	CONTRACT NO. 132-1753516-000 MRLEC COPIE		117.52
AI66383-001	APPLIED INNOVATION	RENTAL PLACEMENT - DELIVERY & PICKUP FEE		195.00
545381	ASCENSION MICHIGAN EMP	PRE-EMPLOYMENT SCREENING - THOMPSON, D.		280.00
269781949208-2024	AT&T	ACCT NO. 269 781-9492 594 7 MARSHALL HOU		389.58
269789901108-2024	AT&T	ACCT NO. 269 789-9011 599 1 MRLEC AUG 20		360.27
I036664	AUTO GLASS SOLUTIONS I	WINDOW CHIP REPAIR 2022 FORD EXPLORER M5		70.00
225-521412	AUTO VALUE MARSHALL	VEHICLE BATTERY		371.14
225-521641	AUTO VALUE MARSHALL	STEERING KNOB		29.99
225-521681	AUTO VALUE MARSHALL	E-Z BRITE, OIL		145.49
225-521711	AUTO VALUE MARSHALL	DISC BRAKES, DISC PADS		458.43
225-521731	AUTO VALUE MARSHALL	OIL FILTER		3.52
225-521833	AUTO VALUE MARSHALL	ZINC TREAT 16OZ		15.99
225-521868	AUTO VALUE MARSHALL	DISC BRAKE ROTORS		284.67
225-521926	AUTO VALUE MARSHALL	HIGH OUTPUT XC5		288.78
225-522006	AUTO VALUE MARSHALL	LIGHT STROBE		643.08
225-522007	AUTO VALUE MARSHALL	LED WORK LAMP		142.44
225-522053	AUTO VALUE MARSHALL	WETORDRY SHEET, PERFECT-IT QT		49.54
2265626549	AUTOZONE, INC.	CUST NO. 11585226 CAR AIR FRESHENER		7.27
0373590-IN	BEAVER RESEARCH COMPAN	HAND CLEANER, TOWELS		320.00
11893	BIO-CARE, INC.	FIRE DEPT PHYSICAL EXAMS	2025.036	7,440.00
956763	BLUEALLY TECHNOLOGY SO	FORTIGATE HARDWARE AND SERVICES		2,315.00
08/17/2024	BRADLEY, CURTIS	UB refund for account: 1600260037		135.93
155458	BS& A SOFTWARE	ANNUAL SOFTWARE SUPPORT	2024.303	7,092.00
15735	BUD'S TOWING & AUTOMOT	DART BUS INSPECTION & OIL CHANGE 7/9/24		193.35
2734	CALHOUN CO. CONSOLIDAT	2024 Q3 CONSOLIDATED DISPATCH CALLS FOR	2025.048	15,488.09
768267	CHR SOLUTIONS	FIBERNET MANAGED IT SERVICES JULY 2024	2025.055	5,100.00
4199760157	CINTAS CORP	UNIFORM SERVICES - ELECTRIC & FIBER 7/23		56.85
4199760167	CINTAS CORP	UNIFORM SERVICES - POWER HOUSE 7/23/24		94.46
4199760085	CINTAS CORP	UNIFORM SERVICES - WASTE WATER 7/23/24		61.33
4199760185	CINTAS CORP	UNIFORM SERVICES - WATER 7/23/24		66.16
4200429586	CINTAS CORP	UNIFORM SERVICES - ELECTRIC & FIBER 7/30		56.85
4200429518	CINTAS CORP	UNIFORM SERVICES - POWER HOUSE 7/30/24		94.46
4200429514	CINTAS CORP	UNIFORM SERVICES - WASTE WATER 7/30/24		61.33
4200429548	CINTAS CORP	UNIFORM SERVICES - WATER 7/30/24		66.16
4201150859	CINTAS CORP	UNIFORM SERVICES - ELECTRIC & FIBER 8/6/		56.85
4201150808	CINTAS CORP	UNIFORM SERVICES - POWER HOUSE 8/6/24		94.46
4201150852	CINTAS CORP	UNIFORM SERVICES - WASTE WATER 8/6/24		61.33
4201150817	CINTAS CORP	UNIFORM SERVICES - WATER 8/6/24		66.16
08162024	CITY OF MARSHALL	FARMER'S MARKET PETTY CASH REIMBURSEMENT		508.00
185109	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 PROFORCE VACUUM CITY HALL		486.00
185047	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES MARSH		58.23
185048	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES HAND		229.20
185050	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES POLIS		112.68
638318	DARLING ACE HARDWARE	VINYL CABLE, WIRE ROPE CLIP		50.92
638484	DARLING ACE HARDWARE	MEDICAL BATTERY 4 PK		15.98
639161	DARLING ACE HARDWARE	NUTS, BOLTS		2.06
638984	DARLING ACE HARDWARE	HOSE CLAMPS		7.18
639015	DARLING ACE HARDWARE	SHOVEL		37.99
639073	DARLING ACE HARDWARE	HAMMERS		116.97
639094	DARLING ACE HARDWARE	ALGAE GUARD 1GAL		19.99
639095	DARLING ACE HARDWARE	RECIPROCATING SAW BLADE SET		41.48
639092	DARLING ACE HARDWARE	NUTS, BOLTS (BREWER STREET LS)		8.95

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
639084	DARLING ACE HARDWARE	ANIMAL REPELLENT, WEED KILLER, HAND SOAP		177.71
639145	DARLING ACE HARDWARE	SAWHORSES, WIRE, SCREWS		147.51
639391	DARLING ACE HARDWARE	INSECT REPELLENT		10.98
639364	DARLING ACE HARDWARE	GARDEN SPADE		31.99
639346	DARLING ACE HARDWARE	PLEXI		21.00
639347	DARLING ACE HARDWARE	SCREWS, SILICONE		33.98
639345	DARLING ACE HARDWARE	MURIATIC ACID 1 GAL		39.96
639350	DARLING ACE HARDWARE	CAUTION TAPE		13.99
639373	DARLING ACE HARDWARE	CLEANING GLOVES		26.97
639423	DARLING ACE HARDWARE	DIGGING SHOVELS (QTY 10)		499.90
639436	DARLING ACE HARDWARE	12 IN X 1/8 IN X 20 MM CUT		15.98
639446	DARLING ACE HARDWARE	REFLECTIVE VINYL LETTER SET		16.98
639421	DARLING ACE HARDWARE	ROOF COATING, PAINT ROLLER KIT, EXTENSIO		75.96
639482	DARLING ACE HARDWARE	LED BULBS, INSECT REPELLENT		24.58
639495	DARLING ACE HARDWARE	HP ULTRA OIL 1 GAL		15.99
639499	DARLING ACE HARDWARE	MURIATIC ACID, HOSE NOZZLE		54.95
639508	DARLING ACE HARDWARE	CABLE TIES		19.98
639543	DARLING ACE HARDWARE	STAPLE SAFETY HASP, KEYS		18.93
639577	DARLING ACE HARDWARE	BEADED CHAIN, CHAIN CONNECTORS		12.37
639725	DARLING ACE HARDWARE	KEYS, AIR FRESHENER, MULTI-PURPOSE REACH		47.73
639681	DARLING ACE HARDWARE	14FT BLACK PIPE		83.86
639760	DARLING ACE HARDWARE	BEAM CLAMP, CHAIN LOOP, THREAD SEALANT		71.42
639268	DARLING ACE HARDWARE	HOT WATER NOZZLE		33.98
639463	DARLING ACE HARDWARE	FELT PADS, MOUNTING TAPE		15.98
303079	ELHORN ENGINEERING COM	PHOSPHATE DELIVERY	2025.041	2,145.00
0425450	EN SPECIALTY SERVICES,	ELECTRIC DEPARTMENT SCADA SYSTEM REPLACE	2024.324	112,660.00
0422649	EN SPECIALTY SERVICES,	FIBERNET OPERATIONAL ASSESSMENT 6/23/24	2024.266	812.67
56415	FLASH SANITATION INC	FARMER'S MARKET PORTABLE TOILET SERVICE		130.00
16719	FREDRICKSON SUPPLY, LL	PART #55588-01-X VALVE, REL		167.84
40207	FREDRICKSON SUPPLY, LL	VAC TRUCK REPAIR 3 PISTON WATER PUMP	2025.038	21,645.68
9189631923	GRAINGER	VACUUM GAUGE, PRESSURE GAUGE (BREWER STR		308.92
9190667866	GRAINGER	PAPER TOWELS		58.04
27156803	GRANGER WASTE SERVICES	ACCT NO. 18400290 RESIDENTIAL AUGUST 202		33,914.70
27124928	GRANGER WASTE SERVICES	ACCT NO. 18422860 CITY BUILDINGS RECYCLI		129.88
27164793	GRANGER WASTE SERVICES	ACCT NO. 2782490 CITY BUILDINGS WASTE AU		1,165.94
2524990	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT FIRE STATION 7/17/24		42.00
08062024	GROENEVELD, ANDREW	REIMBURSEMENT FOR TRAVEL EXPENSES TO NAS		2,145.51
2024479	GRP ENGINEERING, INC.	ENGINEERING SERVICES - GENERAL MISC SERV		68.63
2024478	GRP ENGINEERING, INC.	ENGINEERING SERVICES FOR THE MEGASITE CI	2024.261	716.25
LMN5250	GUTTERS R US	MARSHALL HOUSE LAWN PEST APPLICATION 7/3		242.00
80	HERMAN ELECTRIC	REPAIRED LIGHT FIXTURES AT DPW		213.74
115589	HOFFMAN AG SERVICE, LT	ROUNDUP POWERMAX 2.5 GAL		125.00
65690	HUNTINGTON NATIONAL BA	ACCT NO. 3584098502 BOND ADMIN FEES 2024		500.00
CI-01782	HYDROCORP	CUST NO. C000161 INSPECTION & REPORTING		1,350.00
1396-2024	IMPACT LAWN & LANDSCAP	2024 LAWN MOWING AT ATHLETIC FIELDS JULY		1,730.00
1403-2024	IMPACT LAWN & LANDSCAP	2024 LAWN MOWING AT INDUSTRIAL PARK JULY		375.00
1409-2024	IMPACT LAWN & LANDSCAP	2024 LAWN MOWING AT WASTE WATER TREATMEN		500.00
1410-2024	IMPACT LAWN & LANDSCAP	2024 LAWN MOWING AT WATER TREATMENT PLAN		550.00
1419-2024	IMPACT LAWN & LANDSCAP	2024 LAWN MOWING AT BROOKS FIELD AIRPORT		2,160.00
1429-2024	IMPACT LAWN & LANDSCAP	2024 LAWN MOWING AT MARSHALL HOUSE JULY		360.00
180925	IMPACT SOLUTIONS	PURCHASE ORDER PAPER		206.68
180964	IMPACT SOLUTIONS	RETURN ENVELOPES		1,705.95
181004	IMPACT SOLUTIONS	PROCESSING/SHIPPING FEE FOR PROPERTY TAX		27.00
181188	IMPACT SOLUTIONS	PROPERTY TAX BILLS		809.40
36705	J AND K PLUMBING SUPPL	COUPLINGS, ELBOWS		64.17
1686855	J HARLEN CO., INC.	UNIFORMS - MACK		197.90
1687277	J HARLEN CO., INC.	UNIFORMS - MACK		134.95
08122024	JINKS, DAN	REIMBURSEMENT FOR PARKING AT GLEMS		40.00
102438003	KIMBALL MIDWEST	WASHERS, HEX NUTS		57.72
040F121139	KNAPHEIDE TRUCK EQUIPM	TRUCK #1010 AIR COMPRESSOR SERVICE		323.48
120386	L.D. DOCSA ASSOCIATES	PHASE 2 CLARIFIER REHABILITATION	2024.176	106,742.32
120391	L.D. DOCSA ASSOCIATES	ASSISTED WITH BROKEN VALVES IN SLUDGE TA		1,170.00
2024027.00 - 22406	LAWSON-FISHER ASSOCIAT	2024 NUISANCE PLANT MONITORING AND REPOR	2024.315	305.14
2407-510291	LEGG LUMBER	2X6X10' SPF		19.98
2407-510336	LEGG LUMBER	2X4X10' SPF		11.98
2407-511310	LEGG LUMBER	GRAVEL MIX		33.56
2407-511738	LEGG LUMBER	2X10X8' TREATED		139.90
2407-512085	LEGG LUMBER	1X4X10' GORMAN, SCREWS		38.95
2407-512927	LEGG LUMBER	2X4X8' SPF		3.99
2407-513052	LEGG LUMBER	MORTAR MIX		65.94
2407-512498	LEGG LUMBER	WINDOWS, SEALANT		2,465.38
1720997-20240731	LEXISNEXIS RISK DATA M	BILLING ID: 1720997 JULY 2024		200.00
44098648	LINDE GAS & EQUIPMENT,	CUST NO. 59879658 GASES		161.95
08082024	LONG, ANDREW	REIMBURSEMENT FOR PARKING AT GLEMS		40.00
P31475	MACQUEEN EQUIPMENT, LL	MSA WORKMAN CONFINED SPACE ENTRY KIT PER	2024.339	5,517.91
07032024-7744	MARSHALL HARDWARE, LLC	SPONGES		10.48
07102024-8037	MARSHALL HARDWARE, LLC	MOTOR OIL, CLAMPS		57.09
07102024-8028	MARSHALL HARDWARE, LLC	SS EYE BOLT		9.38
07162024-8316	MARSHALL HARDWARE, LLC	WASP SPRAY		5.49

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
07172024-8426	MARSHALL HARDWARE, LLC	KEY CUT		3.29
07182024-8494	MARSHALL HARDWARE, LLC	CLEAR TAPE		19.99
07222024-8665	MARSHALL HARDWARE, LLC	RAT TRAPS		27.96
07232024-8720	MARSHALL HARDWARE, LLC	1/2" MALE HOSE REPAIR		6.29
07292024-9011	MARSHALL HARDWARE, LLC	INSECT REPELLENT		29.56
07312024-9107	MARSHALL HARDWARE, LLC	10X10 CANOPY, DETERGENT PODS, COOLER		143.97
08022024	MARSHALL PUBLIC SCHOOL	SUMMER PLAYGROUND TRANSPORTATION - AQUA		375.06
30774844	MCMASTER-CARR	HYDRO CLEANING SUPPLIES		504.74
68493	MCNALLY ELEVATOR COMPA	MARSHALL HOUSE MAINTENANCE 8/1/24 - 10/3		721.18
M500-168	MEDALLION MANAGEMENT,	MARSHALL HOUSE CONSULTING FEES JULY 2024	2024.242	4,800.00
M500-169	MEDALLION MANAGEMENT,	MARSHALL HOUSE PAYROLL/INSURANCE 6/8/24	2024.242	14,525.37
S5409075.001	MEDLER ELECTRIC COMPAN	1/0 CU 600 VOLT		2,677.92
S5409086.001	MEDLER ELECTRIC COMPAN	SUPER 88 TAPE		388.49
315121124092837	MENARDS COMMERCIAL	CREDIT ACCT NO. 587737 CHAIN LINK FENCE,		274.55
INV-0000005875	METRO WIRELESS	BUSINESS DATA SERVICES - 10 GBPS INTERNE	2024.354	2,500.00
42096	MICHIGAN ASSOCIATION O	JOB ADVERTISEMENT - COMMUNITY DEVELOPMEN		75.00
24-112707A-MI-1	MILLENNIUM	HAND HOLES		1,441.88
93122078	MSC INDUSTRIAL SUPPLY (	GREEN MARKING PAINT		259.20
93964508	MSC INDUSTRIAL SUPPLY (	RED MARKING PAINT		387.72
24-1498	NATESCAPES	24 YARDS OF TOPSOIL		480.00
07242024	OAKLAWN HOSPITAL	ACCT NO. 9950-56303 VEHICLE ACCIDENT ALC		140.00
2939487	OFFICE THREE SIXTY INC	COPY PAPER, POST-IT NOTES, TISSUES		316.34
2942695	OFFICE THREE SIXTY INC	HAND SOAP		124.16
2024070080	PEOPLEFACTS LLC	BACKGROUND/FINANCE CHECK		9.94
7949383-00	POWER & TELEPHONE SUPP	LARGE NID BOX		1,548.89
56833571	POWER LINE SUPPLY	ELECTRIC DEPARTMENT INVENTORY	2024.158	4,025.33
56833573	POWER LINE SUPPLY	CAP LOADBREAK 15KV 200A		375.28
56833575	POWER LINE SUPPLY	INSULATOR DEADENDS		589.68
56833578	POWER LINE SUPPLY	SPLICE		70.11
56833579	POWER LINE SUPPLY	CONNECTORS		1,031.14
56834290	POWER LINE SUPPLY	CT 50:5		744.00
56834872	POWER LINE SUPPLY	UNIFORMS - CRUZ		512.00
56834873	POWER LINE SUPPLY	UNIFORMS - FULLER		548.00
56834874	POWER LINE SUPPLY	UNIFORMS - FREDS		258.00
56835143	POWER LINE SUPPLY	CONNECTORS		250.98
56835144	POWER LINE SUPPLY	9KV ARRESTERS		1,941.03
56835145	POWER LINE SUPPLY	LED ROADWAY LIGHTS - CREE EQUIV 150HPS;	2025.047	4,800.00
56836119	POWER LINE SUPPLY	UNIFORMS - LONG		118.00
56836121	POWER LINE SUPPLY	CANVAS GEAR BAG		99.00
16075	POWER PLANT COMPLIANCE	MONITOR CHANGE OUT ON ENGINE 6 (INSTALL	2025.031	3,210.38
00199183	PROGRESSIVE AE	MASTER PLAN AND OTHER PLANNING DOCUMENTS	2024.313	8,992.14
00199184	PROGRESSIVE AE	MARSHALL ECON DEV PLAN & MARKETING PLAN		831.15
00199213	PROGRESSIVE AE	SITE PLAN AND STORM SERVICES FOR BOBP TH	2024.285	3,317.50
1487503	PROSHRED SECURITY	MRLEC SHRED SERVICES THROUGH 7/22/24		105.00
08132024	PURE EDEN SALON & SPA	REIMBURSEMENT TO REPLACE BROKEN WINDOW C		407.67
08042024	QUADIENT FINANCE USA,	ACCT NO. 7900 0440 5582 9307 POSTAGE JUL		3,559.00
1135	RIGHT WAY CONTROL SERV	WEED MANAGEMENT AT POWER HOUSE/SUBSTATIO		2,515.00
08/17/2024	SHARPLEY, CAMERON	UB refund for account: 2900160024		49.72
08/17/2024	SHEPHERD, RICKEY	UB refund for account: 2900980005		34.59
42700	SONAR SOFTWARE	FIBERNET CUSTOMER MANAGEMENT SOFTWARE AU	2024.356	2,124.00
1148187	STEENSMA	CUST NO. 5154 AUTOCUT C 6 2 HEAD		86.38
08132024	STEWART, IAN	REIMBURSEMENT FOR MSU CITIZEN PLANNER ON		250.00
R306064200:01	STOOPS FREIGHTLINER	ROAD SERVICE REPAIR TO 2019 FREIGHTLINER		2,525.09
391701	SUNBELT SOLOMON SERVIC	150 KVA 3-PHASE PAD MOUNT TRANSFORMER Q	2025.004	23,985.00
7652-8	THE SHERWIN-WILLIAMS C	PAINT		329.85
228	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 8/5/24 - 8/11/24	2025.011	4,761.00
INV00431172	USABLUEBOOK	LAB SUPPLIES		838.67
INV00431204	USABLUEBOOK	LAB SUPPLIES		107.00
INV00434780	USABLUEBOOK	LAB SUPPLIES		535.95
9970483406	VERIZON WIRELESS	ACCT NO. 987146080-00001 JUL 02 - AUG 01		1,884.78
INV-983711	VERTICAL SUPPLY GROUP	CONFINED SPACE EQUIPMENT PER QUOTE #QN85	2024.340	7,313.59
INV-984232	VERTICAL SUPPLY GROUP	CONFINED SPACE EQUIPMENT PER QUOTE #QN85	2024.340	935.96
08/17/2024	WARNER, MOLLY	UB refund for account: 3108001013		76.21
98921703	WEX BANK	ACCT NO. 0470-00-462076-1 FUEL PURCHASES		11,387.20
R68523426	YOURMEMBERSHIP.COM, IN	JOB POSTING - COMMUNITY DEVELOPMENT DIRE		150.00
GRAND TOTAL:				492,941.03

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 08/23/2024 - 08/23/2024
JOURNALIZED
PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
500811	AD-VISOR & CHRONICLE	AD NO. 6100458 ADS 7/6, 7/20		1,494.00
93933	ALL-TRONICS, INC.	MOVED PHONE EXTENSION TO CITY HALL		132.00
2582215	APPLIED INNOVATION	ACCT NO. LAG783 MARSHALL HOUSE CANON PRI		98.56
SI222409	BEST EQUIPMENT CO., IN	OIL FILTERS, FUEL FILTERS, MISC PARTS		516.24
08012024	CALHOUN COUNTY TREASUR	JBOR TV DECREASE FOR 2023 PARCEL #53-001		271.30
08202024	CALHOUN COUNTY TREASUR	JBOR TV DECREASE FOR 2023 PARCEL #53-008		2,959.13
08212024	CALHOUN COUNTY TREASUR	2024 SUMMER DIST AD VALOREM #1		578,862.20
08222024	CALHOUN COUNTY WATER R	PERMIT TO CROSS BEAR CREEK DRAIN VIA DIR		250.00
08212024	CALHOUN INTERMEDIATE S	2024 SUMMER DIST AD VALOREM #1		156,819.44
01-666569	CARLETON EQUIPMENT	BELT AIR CONDITIONER		19.07
08232024	CITY OF MARSHALL	FARMER'S MARKET PETTY CASH REIMBURSEMENT		631.00
73329139	COMFORT INN (CADILLAC)	HOTEL FOR ERB 7/21/24 - 7/26/24		519.75
73424971	COMFORT INN (CADILLAC)	HOTEL FOR ERB 7/28/24 - 8/2/24		519.75
202254502384	CONSUMERS ENERGY	ACCT NO. 1000 9033 6411 AIRPORT AUGUST 2		16.00
201720539596	CONSUMERS ENERGY	ACCT NO. 1000 0916 3435 CITY HALL AUGUST		134.09
201720539598	CONSUMERS ENERGY	ACCT NO. 1000 0916 3971 DPW AUGUST 2024		145.83
203233408809	CONSUMERS ENERGY	ACCT NO. 1000 0759 4680 DPW AUGUST 2024		26.29
201008977584	CONSUMERS ENERGY	ACCT NO. 1030 1580 0248 FIRE STATION AUG		158.23
201364607803	CONSUMERS ENERGY	ACCT NO. 1000 8921 1096 KP FIREPLACE AUG		16.00
207059130634	CONSUMERS ENERGY	ACCT NO. 1000 0033 5602 MARSHALL HOUSE A		268.03
204924195017	CONSUMERS ENERGY	ACCT NO. 1030 1852 1130 MRLEC AUGUST 202		738.19
204479246698	CONSUMERS ENERGY	ACCT NO. 1030 1852 0884 MRLEC BARN AUGUS		23.13
205102136968	CONSUMERS ENERGY	ACCT NO. 1000 0916 3203 WASTE WATER AUGU		16.00
201720539597	CONSUMERS ENERGY	ACCT NO. 1000 0916 3708 WASTE WATER AUGU		16.00
202521472284	CONSUMERS ENERGY	ACCT NO. 1030 1352 1119 WASTE WATER LIFT		19.17
203055389513	CONSUMERS ENERGY	ACCT NO. 1000 7224 3312 WATER AUGUST 202		35.00
9327279096	CONSUMERS ENERGY	CONSUMERS ELECTRIC SERVICE - MICHIGAN AV	2025.059	4,216.00
1000272705	CUSTOM TRUCK ONE SOURC	2024 FREIGHTLINER M2106 4X4 TEREX TC55 O	2025.046	232,860.00
2024-1	DEAN TRAILWAYS OF MICH	56 SEAT MOTORCOACH FOR MACKINAC TRIP OCT	2025.064	2,100.00
79332407	FIRST ADVANTAGE RESIDE	ACCT NO. 138549 RESIDENTIAL SCREENING		20.39
0094784-IN	FLIGHT LIGHT INC.	ASSEMBLY TILT SWITCH		381.00
08152024	GUARDADO, NOLAN	ENERGY OPTIMIZATION - AC, APPLIANCES, LI		305.00
898671	GWIN, DARWIN	MOWING & TRASH AT BROOKS NATURE JULY 202		270.00
36590	J AND K PLUMBING SUPPL	PIPE 2" X 21' (ENGINE 2)		8.47
08212024	KELLOGG COMMUNITY COLL	2024 SUMMER DIST AD VALOREM #1		91,926.45
641936-A	KENNEDY INDUSTRIES, IN	SCADA ELECTRICAL UPGRADE AT WATER PLANT	2024.133	11,295.00
641936-B	KENNEDY INDUSTRIES, IN	SCADA HARDWARE INSTALLATION	2023.262	19,245.00
641936-C	KENNEDY INDUSTRIES, IN	HARDWARE REPLACEMENT AND UPGRADE	2023.192	17,455.00
08232024	MARANA GROUP	ACCT NO. M323 PREPAYMENT FOR DAILY MAIL		500.00
08212024	MARSHALL DISTRICT LIBR	2024 SUMMER DIST AD VALOREM #1		84,003.76
08192024	MARSHALL HARDWARE, LLC	ELECTRIC REIMBURSEMENT FOR CLOCK USAGE S		657.75
08212024	MARSHALL PUBLIC SCHOOL	2024 SUMMER DIST AD VALOREM #1		325,697.88
08/23/2024	MERWIN, ROBERT	UB refund for account: 3005380041		73.79
14723	MICHIGAN PAVING & MATE	2021 MILL AND PAVE STREET IMPROVEMENTS R	2021.402	11,360.43
24-112414-2	MILLENNIUM	COMMSCOPE DROP CABLES	2025.051	5,587.45
24396726-00	NEW PIG CORPORATION	OIL PADS		525.20
I13575	OVERHEAD DOOR CO. OF B	PROGRAM REMOTES & INSTALL PHOTO EYE KIT		970.00
2025.043-1	QUALITY EXCAVATORS INC	2024 IMPROVEMENTS TO ACTIVATION ZONE 7/1	2025.043	204,808.71
70933621	ROSE PEST SOLUTIONS	CLIENT NO. 70019775 MARSHALL HOUSE SERVI		1,600.00
70929054	ROSE PEST SOLUTIONS	CLIENT NO. 70019775 MARSHALL HOUSE SERVI		1,499.00
95026221	SAFETY-KLEEN SYSTEMS,	16G PARTS WASHER SOLVENT		217.79
SI-30037	SMART HOMES, INC.	AUDIO & VISUAL UPDATES AT PSB		2,235.00
08012024	SPARTAN STORES, LLC	CUST NO. 021063 REC SUPPLIES		33.95
7001508836	STAPLES	CUST ACCT # DET 10081052 OFFICE SUPPLIES		350.24
08/23/2024	STARKEY, CHARLES & HEL	UB refund for account: 3101670001		60.47
70419	TELNET WORLDWIDE	ACCT NO. 8948 AUGUST 2024		1,040.38
08202024	TEMPLE, PAUL	SOFTBALL UMPIRE		24.00
229	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 8/12/24 - 8/18/2	2025.011	4,209.00
CP161 08192024	UNITED STATES TREASURY	UNPAID TAXES FOR JUNE 30, 2024 FORM 941		343.30
5791	UTB TRANSFORMERS	300 KVA 3PHASE TRANSFORMER FOR TRACTOR S	2025.028	26,750.00
GRAND TOTAL:				1,797,334.81

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 08/26/2024 - 08/26/2024
JOURNALIZED
PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
TRANSIT-2025-00000(	CITY OF BATTLE CREEK	Q2 & Q3 ADMINISTRATIVE DIAL-A-RIDE CONTR	2025.066	55,829.99
GRAND TOTAL:				55,829.99

ITEM: 8.A
ADMINISTRATIVE REPORT

TO:	Honorable Mayor and City Council
FROM:	Derek N. Perry, City Manager
DATE:	September 3, 2024
SUBJECT:	**RIDE CALHOUN - TACC PRESENTATION**

Representatives from the Transportation Authority of Calhoun County (TACC), now known as "Ride Calhoun", will be present to provide an update to the City Council.

BUDGET IMPACT:
N/A.

RECOMMENDATION:
Receive the presentation.

ITEM: 12.A
ADMINISTRATIVE REPORT

TO:	Honorable Mayor and City Council
FROM:	Derek N. Perry, City Manager Marguerite Davenport, Director of Public Services
DATE:	September 3, 2024
SUBJECT:	**MAJOR CAMPUS WATER & SEWER INFRASTRUCTURE IMPROVEMENTS MEMORANDUM OF UNDERSTANDING WITH MAEDA**

In February 2023, Ford Motor Company announced plans to build an electric vehicle battery manufacturing facility in the City of Marshall following a conditional land transfer permitted under PA 425. As part of the economic development incentives to provide a suitable site for the BlueOval Battery Park Michigan and other potential projects on the MAJOR Campus, significant money was appropriated by the State of Michigan to fund property acquisition, development costs and the construction and extension of water and wastewater infrastructure.

To facilitate the development project, the Marshall Area Economic Development Alliance (MAEDA) was selected by the Michigan Economic Development Corporation (MEDC) to coordinate and act as the fiduciary of the project locally. As such, the water and wastewater infrastructure being constructed is being managed by MAEDA and their hired professional consultants to our design standards and specifications.

Included for your consideration is a Memorandum of Understanding outlining the commitments and scope of work between MAEDA and the City for the purpose of collaborating to develop and construct the necessary water and wastewater infrastructure for the MAJOR Campus and the BlueOval Battery Park project that will be transferred to the City upon our acceptance.

City Attorney Revore has reviewed the MOU and we are recommending its approval.

BUDGET IMPACT:
Funding for the infrastructure improvements, including any necessary land for the facilities, is being provided by the State of Michigan via the MEDC and the Michigan Strategic Fund (MSF) and upon completion and acceptance by the City, will be turned over for $1.00.

RECOMMENDATION:
Approve the Memorandum of Understanding regarding Water, Sewer, Water Treatment Plant Infrastructure Improvements between the Marshall Area Economic Development Alliance and the City of Marshall in substantial form and authorize the City Manager and City Clerk to sign the necessary documents.

MEMORANDUM OF UNDERSTANDING REGARDING WATER, SEWER, WATER TREATMENT PLANT INFRASTRUCTURE IMPROVEMENTS

Between

Marshall Area Economic Development Alliance

and

City of Marshall

This Memorandum of Understanding made and entered into this ______ day of September, 2024, between **MARSHALL AREA ECONOMIC DEVELOPMENT ALLIANCE,** a Michigan non-profit corporation, of 323 West Michigan Avenue, Marshall, Michigan 49068 (hereinafter "MAEDA"), and **CITY OF MARSHALL,** a Michigan municipal corporation, of 323 West Michigan Avenue, Marshall, Michigan 49068 ("City").

WHEREAS, MAEDA is the economic development agency for the City and Marshall Township and has been awarded certain grants by the Michigan Economic Development Corporation ("MEDC") and the Michigan Strategic Fund ("MSF") to contract for the construction of water supply, sewer, water treatment plant, and other public infrastructure improvements to serve both the BlueOval Battery Park, LLC ("BlueOval") project and the Marshall Area Jobs, Opportunity and Recreation ("MAJOR") campus located in the City of Marshall and Marshall Township; and

WHEREAS, the City and the City of Battle Creek will be entering into an interlocal agreement whereby the City as a customer will contract with the City of Battle Creek for the City of Battle Creek to provide water which the City will in turn combine with water supply from the City and distribute to BlueOval and to future users on the MAJOR campus; and

WHEREAS, the City of Battle Creek maintains a contract with Emmett Township to provide certain water supply to Emmett Township in part through the infrastructure being constructed by MAEDA; and

WHEREAS, Emmett Township and the City of Battle Creek are entering into separate MOUs with MAEDA relative to the portions of the water supply infrastructure located within their separate jurisdictions; and

WHEREAS, MAEDA is also constructing certain sewer and water treatment plant improvements which will be transferred to the City upon completion; and

WHEREAS, the City and MAEDA wish to enter into this Memorandum of Understanding (hereinafter "MOU") to define the work for the purpose of collaborating to develop the water supply, sewer collection, wastewater treatment plant improvements, and water treatment plant improvements for the BlueOval project and the ("MAJOR") Campus. The BlueOval project and MAJOR Campus project are referred to collectively herein as the "Project."

WHEREAS, MAEDA and City agree to work together on the development and performance of the water and sewer services required for the Project, and

WHEREAS, MAEDA is qualified and prepared to perform the necessary actions and services in connection with the Project; and

WHEREAS, City is qualified and prepared to perform the necessary actions to permit the workers contracted by MAEDA access to City property to perform the construction contemplated by this Agreement, with the understanding that the City is not a party to MAEDA's construction contract; and

WHEREAS, MAEDA owns certain real property to locate part of the infrastructure being constructed by MAEDA for the Project and determines to convey said property to the City.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the MAEDA and City agree as follows:

SECTION 1 – INTRODUCTION

1.1 City and MAEDA (the "Parties") hereby agree to work collaboratively for the purpose of developing and supporting the Project.

1.2 The Project generally consists of three parts: a) developing the water transmission, sewer collection, and water supply for BlueOval, in collaboration with Ford Motor Company, BlueOval Battery Michigan, LLC, Walbridge and their subcontractors, MEDC, MSF, and Granger-Hoffman, among other project stakeholders; b) developing the MAJOR Campus water infrastructure in collaboration with MEDC, MSF and the Cities of Marshall and Battle Creek, and the Townships of Marshall and Emmett, among other project stakeholders; and c) developing the sewer and water infrastructure at the respective treatment facilities for both BlueOval and the MAJOR Campus in collaboration with City.

SECTION 2 – PROJECT BACKGROUND, as represented by MAEDA.

2.1 Ford Motor Company announced in February 2023 plans to build an electric-vehicle battery plant in Marshall Township. The location where the plant will be located has been transferred pursuant to PA 425 to the City of Marshall ("Marshall Site") and has been rezoned to I-3 to allow for the construction of the battery plant.

2.2 The investment by Ford will initially create approximately 1,700 jobs.

2.3 BlueOval, a wholly owned subsidiary of Ford Motor Company, will begin production of lithium iron phosphate batteries in 2026 on the Marshall Site.

2.4 BlueOval, plans to develop over 500 acres of the Marshall Site, with room for expansion.

2.5 BlueOval, will own the physical structures, run the operations and employ the workers at the plant.

SECTION 3 – TEAMING RELATIONSHIP

3.1 The form of association between MAEDA and City shall be a relationship between MAEDA as project developer and City as public agency service provider.

3.2 MAEDA is the project developer and the primary grant recipient of state funding to support the Project, through the MEDC and the MSF.

3.3 Services to support the Project will be provided by a variety of private and public entities, however, this MOU will only cover services and funding related to MAEDA and City.

3.4 City will approve the Project design relative to the City, by its selected Engineer (Stantec).

3.5 MAEDA and Granger/Hoffman have entered into a Construction Manager At Risk Agreement (CMAR) effective October 6, 2023 for the performance of the Project Work. The CMAR contract will dictate how the terms and conditions for the provision of the Project Work and when construction is complete.

3.6 The City Manager or designee will represent the City's interest for construction oversight/inspection for the Project as defined in the CMAR contract held by MAEDA.

3.7 Upon completion of the facilities, ownership of the MAEDA funded infrastructure located within the jurisdiction and the utility service area of the City and/or within City-owned facilities will be transferred to City for $1.00.

3.8 The real property, identified by parcel no. 16-281-015-04, as may be split or combined, where the water tank and pump station is located on the MAJOR campus will be transferred to the City for $1.00 upon the completion of the Project work.

3.9 MAEDA shall also transfer to City for $1.00 any easements required for the sewer and water infrastructure being constructed as part of the Project.

3.10 City will be a water customer of City of Battle Creek pursuant to a separate interlocal agreement. Emmett Township has or will have an interlocal agreement with the City of Battle Creek for the City of Battle Creek to supply water. MAEDA will not purchase any water from City.

3.11 Upon transfer of ownership, City will be responsible for all maintenance and operation of the improvements located within the utility service area of the City.

SECTION 4 – PROJECT DEVELOPMENT COSTS

4.1 The Parties will follow their own organizational requirements and legal obligations in carrying out tasks and services that are required for their contractual requirements set out in this Agreement related to Project development.

4.2 MAEDA will provide professional engineering services and permitting funding. Only professional engineering service fees directly attributed to the infrastructure necessary to serve BlueOval Battery Park Michigan and the MAJOR Campus will be paid by MAEDA. City will have no obligation for payment under the MAEDA CMAR with Granger/Hoffman reference in above 3.5.

4.3 MAEDA has entered into an agreement with and will pay all costs associated with the Project relative to Stantec.

4.4 MAEDA shall provide funding to the City for construction costs of necessary water and wastewater treatment plant improvements. MAEDA funded construction should be directly attributed to the infrastructure necessary to serve BlueOval Battery Park Michigan and the MAJOR Campus.

4.5 MAEDA will reimburse the City for additional services and costs incurred by the City related to the Project, including but not limited to, professional services and costs incurred to facilitate the Project.

4.6 For reimbursement costs after the effective date of this MOU, City will send a written invoice to MAEDA for work performed and MAEDA will reimburse within 30 days.

SECTION 5 - LEGAL RELATIONS

5.1 The concepts outlined in this MOU shall be applicable to the City's provision of WATER, SEWER, AND WASTEWATER TREATMENT PLANT INFRASTRUCTURE IMPROVEMENTS within the geographical jurisdiction and the utility service area of the City specifically to facilitate the Project.

5.2 Neither this MOU, any subconsultant agreements executed by the Parties, nor any agreement between any of the Parties and the client for the Project, nor the performance of any of them, creates a relationship between the Parties as partners, joint venturers, principal and agent nor any similar legal relationship. Nothing herein shall be construed to limit the Parties in the conduct of their respective businesses, the making of other contracts, or in the performance of any other work.

5.3 Neither party will represent or imply that they have any authority or power to act for or create obligations or responsibilities binding the other except to the extent expressly authorized under this MOU or by a written document signed by the Party against whom the commitment or obligation may be enforced.

5.4 Both City and MAEDA will be responsible for their defined scope of services and will be legally liable for their respective work.

5.5 Except as otherwise provided in this paragraph, this MOU does not offer or grant to the receiving party any rights in, or license to use, any drawings, data, plans, ideas, or methods disclosed pursuant to this MOU.

5.6 This MOU shall remain in full force and effect and terminate on December 31, 2026, or prior thereto, when any of the following events occur, without further obligation or liability between the Parties: a) Upon 30 days written notice by either Party or b) Upon the opening of the Ford BlueOval Battery Park and closeout of the Project.

5.8 MAEDA agrees that in carrying out the terms of this agreement that it shall not deny any person the equal protection of the laws; nor shall MAEDA deny any person the enjoyment of their civil rights or discriminate against any person because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity.

IN WITNESS WHEREOF, duly authorized representative of the Parties have signed in confirmation of this MOU, effective the day and year first above written.

MARSHALL AREA ECONOMIC DEVELOPMENT ALLIANCE

Dated: September ____, 2024

By:____
James Durian
Its: Chief Executive Officer

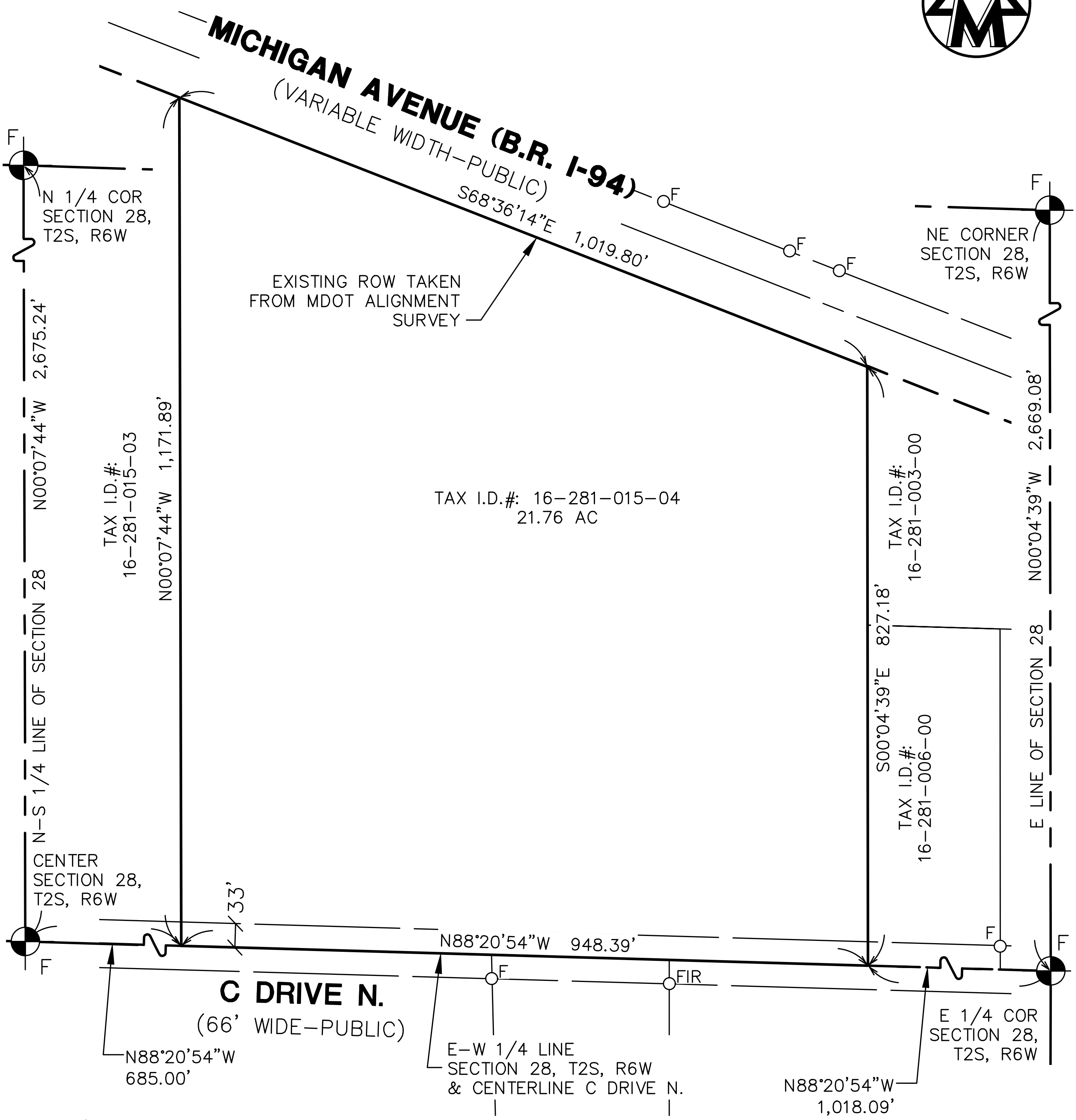
CITY OF MARSHALL

Dated: September ____, 2024

By:____
Derek N. Perry
Its: City Manger

CERTIFIED SURVEY

CERTIFIED SURVEY OF A PARCEL OF LAND IN THE NE 1/4 OF
SECTION 28, T2S, R6W, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN



LEGEND

SECTION CORNER
O S SET IRON ROD
O F FOUND IRON PIPE
O FIR FOUND IRON ROD

BASIS OF BEARINGS

MICHIGAN STATE
PLANE COORDINATE
SOUTH ZONE

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL HEREON DESCRIBED ON JUNE 27, 2024 AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

Mark Vander Veen
MARK VANDER VEEN PS NO. 4001056788

STATE OF MICHIGAN
MARK
VANDER VEEN
PROFESSIONAL
SURVEYOR
No.
56788
LICENSED PROFESSIONAL SURVEYOR

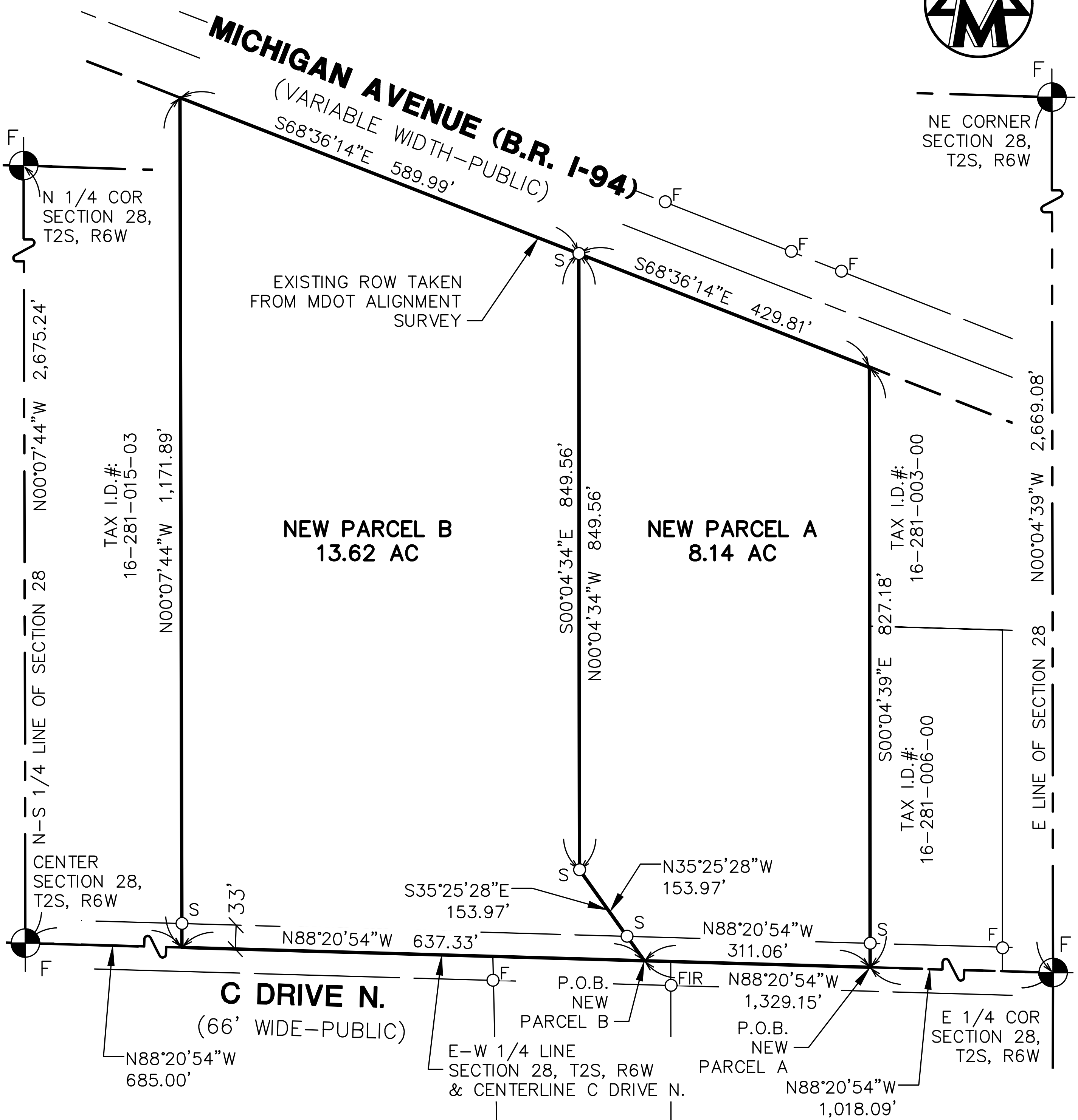
CLIENT: MAEDA	DATE: 06/27/2024
JOB NO.: **22367**	SHEET 1 OF 4
SECTION: 28 TOWN: 2S RANGE: 6W	SCALE: 1in.= 200 ft.
TOWNSHIP OF MARSHALL	BOOK: 1088
CALHOUN COUNTY, MICHIGAN	BY: OLW

MIDWESTERN
CONSULTING
3815 Plaza Drive Ann Arbor, Michigan 48108
(734) 995-0200 • www.midwesternconsulting.com
Land Development • Land Survey • Institutional • Municipal
Wireless Communications • Transportation • Landfill Services

M:\CIVIL3D_PROJ\22367\SURVEY\22367_SV5_FACILITY PLAN.DWG

PROPOSED PARCELS

CERTIFIED SURVEY OF TWO (2) PARCELS OF LAND IN THE NE 1/4 OF SECTION 28, T2S, R6W, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN



LEGEND

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

BASIS OF BEARINGS

MICHIGAN STATE PLANE COORDINATE SOUTH ZONE

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL HEREON DESCRIBED ON JUNE 27, 2024 AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

CLIENT: MAEDA	DATE: 06/27/2024
JOB NO.: **22367**	SHEET 2 OF 4
SECTION: 28 TOWN: 2S RANGE: 6W	SCALE: 1in.= 200 ft.
TOWNSHIP OF MARSHALL	BOOK: 1088
CALHOUN COUNTY, MICHIGAN	BY: OLW

Mark Vander Veen

MARK VANDER VEEN PS NO. 4001056788

STATE OF MICHIGAN
MARK VANDER VEEN
PROFESSIONAL SURVEYOR
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LEGAL DESCRIPTION - EXISTING

(Per Chicago Title Insurance Company, Commitment No. 131195423CMT, dated December 8, 2022 at 8:00 am)

Land situated in the State of Michigan, County of Calhoun, Township of Marshall.

That part of the Northeast 1/4 of Section 28, Town 2 South, Range 6 West, Marshall Township, Calhoun County, Michigan, lying South of Michigan Avenue extended (formerly known as US 12 and M-17), West of a line running North and South 1018.09 feet West of the East Section line and East of a line running North and South 685 feet East and of the North-South 1/4 line of said Section 28.

Described for tax purposes as: Marshall Twp Sec 28 NE 1/4 lying S'ly of Michigan Ave EXC E 1018.09 feet EXC W 685'.

WITNESSES

NORTHEAST CORNER, SECTION 28, T2S, R6W, MARSHALL TOWNSHIP
(Found Monument Per L. 1893, P. 304)

NW corner Township Building	S 85° E	32.44'
SW corner Township Building	S 60° E	43.09'
Nail & Tag in 22" Maple	N 40° E	34.13'
Nail & Tag in 18" Maple	S 45° W	37.19'

EAST 1/4 CORNER, SECTION 28, T2S, R6W, MARSHALL TOWNSHIP
(Found Monument Per L. 1893, P. 301)

SE corner of house	N 45° W	111.65'
Nail & Tag in Power Pole	N 20° E	47.62'
Nail & Tag in Power Pole	S 65° W	50.20'
Nail & Tag in 48" Maple	South	26.34'

CENTER, SECTION 28, T2S, R6W, MARSHALL TOWNSHIP
(Found Monument Per L. 4621, P 458)

SE Corner of Telephone Pedestal	N04°E	19.39
Spike in S'ly face of 10" Elm	N65°E	36.71
Nail & Tag in N'ly face of 28" Hickory	S81°W	123.97'
(G10) E 1/4 Corner Section 28, T2S, R6W	S88°E	2651.73'

NORTH 1/4 CORNER, SECTION 28, T2S, R6W, MARSHALL TOWNSHIP
(Found Monument Per L. 3141, P. 752)

Nail & Tag in 40" Oak	S 45° W	2.40'
Nail & Tag in 12" Cherry	South	23.91'
Nail & Tag in 14" Burr Oak	East	63.18'
Steel Gate Post	West	22.20'

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL HEREON DESCRIBED ON JUNE 27, 2024 AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

CLIENT: MAEDA	DATE: 06/27/2024
JOB NO.: **22367**	SHEET 3 OF 4
SECTION: 28 TOWN: 2S RANGE: 6W	SCALE: 1in.= N/A ft.
TOWNSHIP OF MARSHALL	BOOK: 1088
CALHOUN COUNTY, MICHIGAN	BY: OLW

Mark Vander Veen

MARK VANDER VEEN PS NO. 4001056788

STATE OF MICHIGAN
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M:\CIVIL3D_PROJ\22367\SURVEY\22367_SV5_FACILITY PLAN.DWG

LEGAL DESCRIPTION - PROPOSED

NEW PARCEL A

Commencing at the East 1/4 corner of Section 28, T2S, R6W, Marshall Township, Calhoun County, Michigan; thence N88°20'54"W 1,018.09 feet along the E-W 1/4 line of said Section 28 and the centerline of C Drive N (66 feet wide) to the POINT OF BEGINNING;

thence continuing N88°20'54"W 311.06 feet along said E-W 1/4 line of Section 28 and centerline of C Drive N.;

thence N35°25'28"W 153.97 feet;

thence N00°04'34"W 849.56 feet;

thence S68°36'14"E 429.81 feet along the Southerly right of way line of Michigan Avenue (Variable Width);

thence S00°04'39"E 827.17 feet to the POINT OF BEGINNING. Being a part of the NE 1/4 of said Section 28, containing 8.14 acres of land, more or less. Being subject to the rights of the public over the Southerly 33 feet thereof, as occupied by C Drive N. Also being subject to any easements and restrictions of record, if any.

NEW PARCEL B

Commencing at the East 1/4 corner of Section 28, T2S, R6W, Marshall Township, Calhoun County, Michigan; thence N88°20'54"W 1,329.15 feet along the E-W 1/4 line of said Section 28 and the centerline of C Drive N (66 feet wide) to the POINT OF BEGINNING;

thence continuing N88°20'54"W 637.33 feet along said E-W 1/4 line of Section 28 and centerline of C Drive N.;

thence N00°07'44"W 1,171.89 feet;

thence S68°36'14"E 589.99 feet along the Southerly right of way line of Michigan Avenue (Variable Width);

thence S00°04'34"E 849.56 feet;

thence S35°25'28"E 153.97 feet to the POINT OF BEGINNING. Being a part of the NE 1/4 of said Section 28, containing 13.62 acres of land, more or less. Being subject to the rights of the public over the Southerly 33 feet thereof, as occupied by C Drive N. Also being subject to any easements and restrictions of record, if any.

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL HEREON DESCRIBED ON JUNE 27, 2024 AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

CLIENT: MAEDA	DATE: 06/27/2024
JOB NO.: **22367**	SHEET 4 OF 4
SECTION: 28 TOWN: 2S RANGE: 6W	SCALE: 1in.= N/A ft.
TOWNSHIP OF MARSHALL	BOOK: 1088
CALHOUN COUNTY, MICHIGAN	BY: OLW

Mark Vander Veen

MARK VANDER VEEN PS NO. 4001056788

STATE OF MICHIGAN
MARK VANDER VEEN
PROFESSIONAL SURVEYOR
No. 56788
LICENSED PROFESSIONAL SURVEYOR

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ITEM: 12.B
ADMINISTRATIVE REPORT

TO:	Honorable Mayor and City Council
FROM:	Derek N. Perry, City Manager
DATE:	September 3, 2024
SUBJECT:	**FIBERNET TECHNICAL SUPPORT SERVICES AGREEMENT**

As we work to improve our FiberNet service, we have been diligently researching and interviewing firms that have the necessary capacity and technical capability to provide us and our customers with technical support services 24 hours a day, 365 days a year that they deserve.

After reviewing three firms that were recommended by our consultant, Entrust, (NRTC, NineStar, and EPB Broadband Solutions), a clear winner arose. While our current provider, NRTC, presented the lowest cost, the service they have provided us over the past several years does not warrant a recommendation. The second firm, NineStar, is capable of providing the customer service level desired, and presented a monthly cost of $4,500, but they do not have experience with our hardware, specifically the MikroTik product line that we use, nor are there good training resources available. The final firm, EPB, has experience with our technology and can provide both the tier 1 and tier 2 technical support services that we desire immediately upon completing the startup process with us. This customer service/technical support component of FiberNet is critical to the success of the program as the company will be providing the customers with live answer support 24x7x365 for such needs as service verification, soft reboots, Wi-Fi troubleshooting, internet speed troubleshooting, device testing, customer education, password resets, wireless network changes, account information, and outage and post-outage management. Essentially, they will be able to work with the customer on an immediate resolution and not just create a ticket for our in-house team that may or may not get delivered to us as is occurring now.

Such a service has a premium price, and the cost of the service will include a one-time charge of $7,500 for implementation and an ongoing charge of $6,000 per month. We are recommending that we contract with EPB Broadband Solutions for a term of three years with two optional one-year renewal terms. Included in the agreement are service standards and termination language if EPB fails to provide the services described above.

Additionally, we will be hiring a new customer service/support service employee to assist with FiberNet and the Department of Public Services. This new employee will provide frontline customer service to those requesting new FiberNet services and will improve and enhance our Public Services customer service and project communications to our residents during our regular hours of operation.

With the approval of the new technical support provider EPB and the ongoing work of our new network operations support firm, our last challenge will be upgrading our hardware, that in many cases, have reached the end of its operational life, and increasing our broadband capacity and speed capability. We have identified several components that need addressing and will be replacing those items over the next several months and years.

BUDGET IMPACT:
Funding for technical support services is provided in the FiberNet FY25 budget, but will require a future budget amendment to adjust for the new monthly cost of $6,000 versus the current $2,500.

RECOMMENDATION:
Approve the Technical Support Agreement between the Electric Power Board of Chattanooga and the City of Marshall in substantial form and authorize the City Manager and City Clerk to sign the necessary documents.

TECHNICAL SUPPORT AGREEMENT
ELECTRIC POWER BOARD OF CHATTANOOGA
&
CITY OF MARSHALL

This Technical Support Agreement ("Agreement") is made as of the 4th day of September 2024 ("Effective Date") by and between the Electric Power Board of Chattanooga, an independent board of the City of Chattanooga ("EPB") and City of Marshall, a municipal entity operating in Marshall City, Calhoun County, Michigan ("Operator") (EPB and Operator may be individually referred to as a "Party" or collectively referred to as the "Parties").

WHEREAS, EPB is a community owned company that provides electric and communications services throughout its service territory; and

WHEREAS, Operator is a broadband telecommunications provider and provides services in Calhoun County, Michigan; and

WHEREAS, Operator wishes to purchase from EPB technical support services as provided for in this Agreement; and

WHEREAS, EPB is willing to provide these technical support services to Operator; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to be legally bound as follows.

1. DEFINITIONS

1.1. "Business Day" means any time during Business Hours, Monday through Friday, excluding Saturdays, Sundays, and all Holidays.

1.2. "Business Hours" means any time between 8:00 a.m. to 5:00 p.m. (Eastern Time Zone – Eastern Standard Time when applicable and Eastern Daylight Time when applicable).

1.3. "Day" means a calendar day unless otherwise specified in this Agreement.

1.4. "End User" means an Operator's residential or business customer located on the Operator's Network who receives video, voice, and/or internet services from Operator.

1.5. "Holiday" means New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving, Christmas Eve, and Christmas Day.

1.6. "Network" means Operator's fiber optic network and associated equipment including software and hardware used to provide video, voice, and/or internet service to End User's located on Operator's Network.

1.7. "Network Territory" means the authorized service area of the Operator's Network located mainly in Calhoun County, Michigan.

1.8. "Network Outage" means any loss of Services due to an issue related to the Network and not the End User's premises.

2. SERVICES

2.1. Based upon the representations, warranties and undertakings provided by the Operator, and subject to the Operator paying the Service Fees as provided in this Agreement and the Operator complying with all other terms of this Agreement, EPB hereby shall provide technical support services as defined in the Description of Services included as Exhibit A ("Services"). All other services, capabilities, rights, and means not specifically identified in Exhibit A shall not be considered Services and are expressly excluded.

2.2. The Services shall be provided to Operator pursuant to the service level standards as set forth in Exhibit B ("Service Standards"). If EPB fails to meet the Service Standards, Operator's sole remedy shall be to terminate this Agreement in accordance with its terms.

2.3. EPB may terminate, suspend, or limit any of the Services provided to Operator under this Agreement without liability to Operator or as required by applicable law, for any of the following reasons: (a) the Services are being used by Operator in violation of any applicable law; (b) the Services are being used by Operator in an unauthorized or fraudulent manner; (c) the Services are being used by Operator in any way that materially and detrimentally affects the performance and/or operation of EPB's network; (d) EPB no longer provides such Services to its own customers, (e) a law, court order, or other governmental authority having jurisdiction issues an order prohibiting EPB from furnishing the Services to Operator; or (f) Operator fails to timely pay any fees or charges for Services provided by EPB as provided for on the invoice, except for charges that are subject to a billing dispute as defined in this Agreement.

3. TERM AND TERMINATION

3.1. The term of this Agreement shall be for three (3) years beginning on the Effective Date ("Term") with two (2) optional one (1) year renewal terms ("Renewal Terms"). Renewal Terms shall be exercised by a written amendment agreed to and signed by both Parties. If a Renewal Term is exercised, all terms and conditions of this Agreement will remain in full force and effect unless stated otherwise in the written amendment. The Term shall continue until a Party gives notice of termination according to the terms of this Agreement.

3.2. Either party may terminate this Agreement at the end of the Term by giving to the other party written notice to terminate the Agreement at least sixty (60) days prior to the end of the Term. If written notice to terminate is not given, this Agreement shall continue in force upon the same terms and automatically renew for subsequent terms of one (1) month until either party terminates at the end of any current term by giving the other party written notice to terminate at least sixty (60) days prior to the end of any automatic renewal term. On the termination date, all Services shall terminate.

3.3. EPB may terminate this Agreement at any time for the following reasons:

3.3.1. If Operator breaches any material term of this Agreement and fails to cure such breach within sixty (60) days after receiving written notice from EPB specifying said breach.

3.3.2. If any legislative or regulatory action, administrative interpretation, or judicial decision requires EPB to cease providing the Services as solely determined by EPB.

3.3.3. The bankruptcy, insolvency, or appointment of a receiver over the assets of Operator.

3.3.4. EPB's right to terminate this Agreement shall be without prejudice to EPB's legal and equitable rights to any claims under this Agreement or other remedies available at law or in equity.

3.4. Operator may terminate this Agreement for the following circumstances:

3.4.1. If EPB breaches any material term of this Agreement and fails to cure such breach within sixty (60) days after receiving written notice from Operator specifying said breach.

3.4.2. If any legislative or regulatory action, administrative interpretation, or judicial decision requires Operator to cease receiving the EPB Services as solely determined by Operator.

3.4.3. The bankruptcy, insolvency, or appointment of a receiver over the assets of EPB.

3.4.4. Operator's right to terminate this Agreement shall be without prejudice to Operator's legal and equitable rights to any claims under this Agreement or other remedies available at law or in equity.

3.5. Upon expiration or termination of this Agreement and upon each Party fulfilling all its obligations under this Agreement, upon request each Party shall return to the other Party all documents, Confidential Information, and any other material belonging to the other Party in its possession.

3.6. Expiration or termination of this Agreement will not affect the obligations, rights, and liabilities, of the Parties that are expressly or impliedly to survive expiration or termination.

3.7. Any termination of the Services for any reason whatsoever by EPB will not entitle Operator to any refund of any amounts paid by Operator to EPB. EPB shall retain all amounts paid by Operator to EPB.

3.8. In case of termination of the Services, Operator shall continue to be liable to pay all amounts due to EPB as of the date of termination of the Services. In addition, if the Operator terminates this Agreement for any reason other than section 3.4 above, then Operator shall pay EPB liquidated damages in the form of a termination charge equal to fifty percent (50%) of the Average Monthly Service Fees to be paid from the date of termination until the end of the Term ("Termination Fee"). The ("Average Monthly Service Fees") is the average of the monthly Service Fees paid to EPB beginning on the Effective Date until the date of termination of the Services. The Termination Fee set forth herein is a reasonable measure of the damages EPB will incur as a result of early termination of this Agreement and forms an integral part of the rates and charges established in this Agreement.

4. SERVICES CONNECTIVITY

4.1. Operator shall transfer active End User calls to EPB's technical support service center. The cost to transfer the calls shall be paid by Operator.

4.2. EPB shall provide specific phone numbers local to Chattanooga to the Operator and Operator shall transfer the active End User calls that require the Services provided under this Agreement to EPB's technical support service center through this number.

4.3. Operator shall pay for all costs and assume all responsibility if Operator needs any additional facilities, equipment, or materials to transfer the active calls or for providing the Services to the End Users.

4.4. Unless otherwise agreed to by the Parties, EPB may delay the implementation of the Services or terminate this Agreement if Operator has not provided the following items to EPB within fourteen days (14) days prior to launch as agreed between the Parties and during the term of this Agreement:

4.4.1. Connectivity and training for monitoring and alarm systems; and

4.4.2. Connectivity and training for Trouble Ticket system; and

4.4.3. Connectivity and training for Dispatch System; and

4.4.4. Connectivity and training for email system; and

4.4.5. Connectivity and training for OSS/BSS system.

5. SERVICES AND LIMITATIONS

5.1. Upon reasonable advance notice, EPB may modify the Services in order to: (a) comply with any law, rule or regulation as determined by any governmental entity with jurisdiction over the Parties, (b) to improve the quality, reliability or delivery of the Services, or (c) if EPB determines such modification to be necessary in its reasonable judgment. If the reason for the modification of the services is related to (b) or (c) above, EPB shall provide at least thirty (30) days' notice before making the modification.

5.2. EPB agrees to provide the Services as described in this Agreement and in the Exhibits to Operator. Any End Users of Operator are not a party to this Agreement and are not intended beneficiaries of this Agreement. All notices issued to Operator shall be deemed to have been issued to all End Users and shall be similarly effective to the End Users.

5.3. The Services are subject to the availability of existing EPB facilities and EPB's contractual arrangements with third parties. EPB shall work diligently to ensure the Services are operational but in the event the Services become unavailable for any reason EPB's liability shall be limited according to the provisions of this Agreement.

5.4. Operator agrees to be subject to any limitations or restrictions of any EPB third party agreement necessary to provide the Services.

5.5. Operator hereby grants EPB and its affiliates a royalty free, non-exclusive, worldwide, non-transferrable and sublicensable, right and license to host, copy, display, and use Operator's data as may be necessary for EPB to provide and improve the Services. Subject to the limited license granted EPB to Operator's data, Operator reserves all other rights, title, and interest in and to Operator's data.

5.6. EPB shall have the right to change its Services including but not limited to changing, adding, or removing features or offerings as required by EPB contractual arrangements with third parties or the functionality of EPB facilities. EPB and Operator agree to negotiate in good faith to amend this Agreement if necessary to effectuate any such change in the Services. EPB will attempt to provide Operator with at least six (6) months advance notice but at a minimum thirty (30) days for any such change. If EPB and Operator do not agree to make the necessary changes as provided for in this Section, either Party may provide sixty (60) days prior written notice to terminate this Agreement without liability for early termination.

5.7. Operator acknowledges and understands and to the extent allowed by law the Services provided to Operator are not compliant with:

5.7.1. Health Insurance Portability and Accountability Act,

5.7.2. Payment Card Industry Security Standard,

5.7.3. Customer Proprietary Network Information laws and regulations, and

5.7.4. Any other federal or state privacy and security law.

6. OPERATOR'S RESPONSIBILITIES

6.1. Operator agrees that EPB shall have the ability to review Operator's Network equipment and to require reasonable upgrades as necessary for interoperability with EPB's systems and equipment. EPB and Operator agree to negotiate in good faith if Operator's Network is required to be reconfigured and/or upgraded, if necessary, for EPB to continue to provide the Services.

6.2. Operator shall have sole responsibility for Network Outages, service availability, and maintenance within Operator's Network Territory.

6.3. Operator shall purchase and maintain all equipment required for the interoperability of the Operator's Network with the Services. Operator shall pay the fees specified in this Agreement to receive the Services. Upon notice from EPB that any of Operator's equipment cannot achieve interoperability with the Services, Operator shall order and purchase the equipment necessary to continue receiving the Services.

6.4. Operator will not create or permit or cause any liens or other encumbrances to be created on any EPB property.

6.5. Operator shall promptly notify EPB of any material change in the ownership or sale of the Operator's Network.

7. EPB'S RESPONSIBILITIES

7.1. EPB shall provide Operator with the Services in accordance with the terms and conditions of this Agreement.

7.2. EPB shall use its best efforts to provide reliable Services. It is expected that the Services may become unavailable at times and Operator's remedy for the unavailability of the Services is limited to the remedies provided for in this Agreement.

7.3. EPB and/or third-party suppliers shall retain title and property rights to all of its equipment and software used by it to provide the Services. Operator does not own, nor will it acquire any claim or right of ownership to any tangible or intangible property, equipment, software, patents, copyrights, or other intellectual property owned by EPB or any third party.

8. BILLING AND PAYMENT

8.1. Operator shall pay a monthly fee for the Services calculated and as described as set forth in Exhibit C ("Service Fees").

8.2. Operator is solely responsible for payment of the Service Fees and all other charges for all Services provided as specified in this Agreement, regardless of Operator's ability to collect from any End User.

8.3. EPB will invoice the Service Fees and all other charges and applicable taxes when due. The Operator has an obligation to pay the Service Fees regardless of whether EPB invoiced for the Service Fees for any given month. All Service Fees are exclusive of all applicable taxes, duties, and government-imposed fees and some governmental fees may be imposed or become applicable retroactively. Operator is responsible to pay for all such taxes and fees as invoiced by EPB, excluding any taxes based on the income of EPB. If Operator is exempt from paying any such taxes or fees, Operator will provide EPB with an original certificate that satisfies all applicable legal requirements for such exemption. An exemption will only apply after the date EPB receives it.

8.4. Operator will be responsible for all taxes and fees arising in any jurisdiction as a result of the Services (other than taxes based on the income of EPB), including but in no way limited to sales, use, gross receipts, excise, franchise, or other taxes, fees, duties, charges or surcharges imposed by any governmental or regulatory authority related to the provision, sale, or use of Services, as well as any other imposition by any governmental authority which increases EPB's cost of providing the Services. EPB may show such items on EPB invoices as cost recovery fees.

8.5. EPB may charge a reasonable fee for all payments returned for insufficient funds. EPB may require all future payments to be paid by cash, cashier's check, or money order if Operator has more than one payment returned for insufficient funds in a twelve (12) month period.

8.6. Operator is obligated to pay all EPB's costs of collection, including court costs and reasonable attorneys' fees if EPB retains an agency or attorney to collect any amount that is past due.

8.7. If Operator disputes any charges invoiced by EPB, Operator must notify EPB in writing within ninety (90) days of the date of Operator's invoice or such dispute will be waived. Operator may withhold paying the disputed amount to EPB, but Operator is obligated to continue to pay all undisputed invoiced amounts when due.

8.8. Operator agrees to pay all invoiced amounts within thirty (30) days from the date of the invoice or such amount becomes overdue. A late charge in the amount of one-and-one-half percent (1.5%) of the total overdue amount shall be payable each month and shall continue to accrue and remain due and payable until all overdue amounts are paid in full. EPB and Operator shall negotiate in good faith to resolve any dispute related to any late charge. In the event a late charge is assessed against Operator but later resolved by the Parties, EPB will issue a refund or credit to Operator for the late charge. While EPB retains the right to issue any late charge for non-payment in its sole discretion, EPB shall take into good-faith consideration Operator's reasons for non-payment and provide leniency when appropriate.

8.9. Operator shall keep true and accurate books and records relating to this Agreement in accordance with generally accepted accounting principles. EPB shall have the right to audit Operator's books and records at Operator's offices given reasonable notice during regular business hours, subject to Operator's standard security and operations procedures. The cost of any audit shall be paid by EPB unless any audit discloses a discrepancy of five percent (5%) or more where the Operator has underpaid EPB.

9. REPRESENTATIONS AND WARRANTIES

9.1. Throughout the term of this Agreement, Operator represents and warrants that it has the power and authority to enter into this Agreement and to fully perform its obligations hereunder and shall ensure compliance with all laws, rules, and regulations related to the Services and the performance of this Agreement will not conflict with or result in a breach of any other third-party agreement.

9.2. Operator represents and warrants that:

9.2.1. Operator shall only use the Services for its own purposes and for those of its End Users; and

9.2.2. If Operator becomes aware of any unauthorized usage of the Services, Operator shall promptly notify EPB and shall use reasonable efforts to halt such unauthorized use.

9.3. EPB hereby warrants to use commercially reasonable efforts to maintain the necessary agreements to provide the Services under this Agreement and to provide the Services in a professional and workmanlike manner and in accordance with all applicable laws and regulations. The Operator agrees that the only remedy for the unavailability of the Services is termination of this Agreement and Operator shall not file any claim or seek any damages from EPB resulting from the unavailability of the Services.

9.4. EPB makes no representations or warranty as to whether or not the Services requires any governmental consent or approval. The Operator shall be responsible, at its sole cost and expense, for obtaining all necessary approvals, licenses, and permissions as may be imposed or required by governmental and regulatory authorities for Operator's Network and maintaining those approvals, licenses, and permissions throughout the term of this Agreement.

9.5. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EPB MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE, EXPRESSED OR IMPLIED, IN FACT OR BY OPERATION OF LAW, STATUTORY LAW, THE COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE ABOUT THE SERVICES, INCLUDING BUT NOT LIMITED TO THE AVAILABILITY, ACCURACY, COMPLETENESS OR TIMELINESS OF ANY OF THE SERVICES. ALL OTHER GUARANTEES, REPRESENTATIONS, AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ABILITY TO ACHIEVE A PARTICULAR RESULT ARE HEREBY EXCLUDED. OPERATOR ASSUMES THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES. OPERATOR ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY EPB, OR ANY OTHER PERSON ON EPB'S BEHALF. EPB DOES NOT WARRANT THAT THE SERVICES WILL MEET OPERATOR'S REQUIREMENTS OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

9.6. The Parties acknowledge and agree that the disclaimers and exclusions set forth in this Section form an essential basis of this Agreement, and that, absent any such disclaimers or exclusions, the terms of this Agreement, including, without limitation, the economic terms, would be substantially different.

10. INDEMNIFICATION

10.1. To the extent allowed by applicable law, Operator agrees to indemnify, defend, and hold EPB and their respective directors, officers, employees, agents, successors and assigns harmless from any and all third-party claims alleging that liabilities, losses, claims, damages, costs and expenses, including reasonable attorneys' fees awarded by a court arose directly or indirectly out of a breach or any representation, warranty, obligation, privacy or security requirement, or undertaking of the Operator under this Agreement.

10.2. To the extent allowed by applicable law, EPB agrees to indemnify, defend, and hold Operator and their respective directors, officers, employees, agents, successors and assigns harmless from all third-party claims alleging that liabilities, losses, claims, damages, costs and expenses, including reasonable attorneys' fees awarded by a court, arose out of a breach of a warranty made by EPB under this Agreement.

11. LIMITATION OF LIABILITY

11.1. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, OR LOSS OF REVENUE, PROFITS, BUSINESS OR GOODWILL OR SIMILAR DAMAGES, COMPUTER OR SYSTEM FAILURE OR MALFUNCTION, COSTS OF OBTAINING SUBSTITUTE SOFTWARE OR SERVICES, WORK STOPPAGE, DENIAL OF ACCESS OR DOWNTIME, SYSTEM OR SERVICE DISRUPTION OR INTERRUPTION, OR ANY LOST, DAMAGED OR STOLEN DATA, INFORMATION OR SYSTEMS. WITHOUT LIMITATION OF THE FOREGOING, EPB SHALL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM (I) OTHERS ACCESSING THE SERVICES OR ANY EQUIPMENT RELATED TO THE SERVICES; (II) SECURITY BREACHES, VIRUSES, EAVESDROPPING, OR INTERCEPTION OR INTERRUPTION OF THE SERVICES; (III) ANY MISTAKES, OMISSIONS, FAILURES, MALFUNCTIONS, THEFT, DELETION, CORRUPTION OF FILES, ERRORS, DEFECTS, OR FAILURES OF PERFORMANCE RELATED TO THE SERVICES UNLESS THIS IS A RESULT OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT BY EPB; AND (IV) ANY USE OF THE SERVICES OR EQUIPMENT THAT INFRINGES UPON ANY PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, CONTRACTUAL RIGHTS OR ANY INTELLECTUAL PROPERTY RIGHTS OF ONE OR MORE THIRD PARTIES. IT IS EXPRESSLY AGREED THAT EPB SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO OPERATOR OR ANY OTHER PERSON CLAIMED TO HAVE RESULTED FROM THE USE OF THE SERVICES. IN THE EVENT THAT EPB IS HELD LIABLE FOR DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES, THIS AGREEMENT, OR ITS OBLIGATIONS UNDER THIS AGREEMENT FROM A COURT WITH JURISDICTION; EPB'S AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY OPERATOR TO EPB FOR THE SERVICES FOR THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

11.2. The Limitation of Liability contained in this Section is a fundamental element of this Agreement and will survive termination even if the Agreement is found to have failed its essential purpose.

12. PUBLIC RELATIONS

12.1. <u>Public Relations</u>. Each Party is prohibited from using the other Party's name or the existence of this Agreement and the Services offered in news releases, advertising, and other publicity material.

12.2. <u>Non-Disparagement and Public Relations</u>. Operator agrees to take no action which is intended or would reasonably be expected to harm EPB or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to EPB. Operator specifically agrees that neither it nor any of its officers, directors, agents, or employees shall not, nor shall they cause or cooperate with others to, publicly criticize, ridicule, disparage, or defame EPB or its products, services, policies, directors, officers or employees, with or through any written or oral statement or image including, without limitation statements made via newspapers, television, letters, phone calls, text messages, the internet, or emails.

13. INTELLECTUAL PROPERTY

13.1. Operator shall provide the exclusive interface to the End Users, except as Operator shall otherwise specify for EPB to provide Services identified by Operator for which EPB may directly communicate with the End Users. In those instances, where Operator requests that EPB personnel communicate with End Users, EPB personnel shall not identify themselves as representatives of EPB. Other business materials furnished by EPB to End Users shall bear no corporate name, logo, trademark, or trade name. Except as specifically permitted by Operator, in no event shall EPB provide information to End Users about EPB or EPB products and services.

13.2. To the extent allowed by applicable law, Operator shall indemnify, defend, and hold EPB harmless from and against all claims, liabilities, losses, and damages asserted by any third party, together with all costs and expenses relating thereto including reasonable attorney fees, based upon any claim of infringement of any copyright, patent, trademark, or any other intellectual property right resulting from the interface provided to End Users and the use of this interface by EPB. Each Party agrees to notify the other as soon as possible of any notice received regarding a material matter to which this indemnity may apply. If notified in writing of any action or claim for which Operator is to provide indemnity, Operator shall, without limitation, defend such action or claim at its expense and pay all cost, damages, and reasonable attorneys' fees related to any such action or claim. If any intellectual property claim occurs for which Operator would have an indemnification obligation or Operator believes such claim may occur, Operator shall either (i) obtain the right for EPB to continue to use the interface; (ii) modify the interface so that is it non-infringing and in compliance with this Agreement; or (iii) terminate this Agreement and proceed without liability except the obligation to indemnify EPB against any intellectual property claim.

13.3. Operator acknowledges that all EPB names, trademarks, service-marks, materials, formats, concepts, and any other intellectual property of EPB ("EPB Intellectual Property") shall be the exclusive property of EPB. Operator shall not acquire any rights or licenses to use any EPB Intellectual Property and is strictly prohibited from using EPB's name or EPB Intellectual Property to publicize, promote, or advertise any of Operator's capabilities, products, or services to End Users and any other third parties. Operator is strictly prohibited from attempting to sell any product or services using EPB's name or any other EPB Intellectual Property or from representing to End Users or other third parties that they will receive Services from EPB or that EPB is providing Services to the Operator.

14. MISCELLANEOUS

14.1. Exhibits. All Exhibits attached to this Agreement are made a part of this Agreement and are incorporated by reference.

14.2. Force Majeure. Neither Party shall be liable for any failure of performance under this Agreement due to causes beyond its control, including but not limited to, acts of God, fire, flood, catastrophe, adverse weather conditions, material or facility shortages or unavailability, lack of transportation, imposition of governmental codes, ordinances, laws, rules, regulations or restrictions, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, labor difficulties, or a pandemic or epidemic declared by the World Health Organization, the US National Institutes of Health, the Center for Disease Control and Prevention or similar United States federal governmental entity ("Force Majeure Events"). The Party asserting the existence of a Force Majeure Event shall promptly provide notice to the other Party describing the nature of the Force Majeure Event and its anticipated duration. The Party asserting the Force Majeure Event shall promptly provide further notice upon resolution of the Force Majeure Event.

14.3. Headings. Headings provided in this Agreement are provided solely for the convenience of the Parties and shall not in any manner affect the meaning or interpretation of this Agreement.

14.4. Notices. Any notices required to be provided hereunder shall be provided in writing unless verbal communication is expressly permitted or verbal communication is appropriate because of exigencies of time, in which case such verbal communication shall be confirmed in writing at the earliest possible time. All notices shall be hand delivered, mailed, or emailed. If mailed, the notices shall be deemed delivered when deposited, postage prepaid, with the United States Postal Service. All emailed notices shall be deemed delivered according to the timestamp when sent. Notices shall be sent to the Party's authorized representative as designated by each Party in writing and a copy sent to EPB's Legal Services Division at legal@epb.net. Either Party may provide written notice to the other Party at any time to update their authorized representative.

14.5. Entire Agreement. This Agreement constitutes the final, complete, and entire written agreement of the Parties and supersedes all previous and contemporaneous communications, representations, agreements, promises, statements, proposals, and specifications, whether written or oral, by or between the Parties, except as expressly referenced and adopted herein. This Agreement may be modified only in writing signed by each of the Parties to this Agreement.

14.6. No Waiver. No delay or failure of either Party in exercising any right or power under this Agreement shall operate as a waiver of such right or power to prevent the future exercise of such right or power. Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty required of this Agreement. Any waiver of this Agreement shall only be provided in writing. Operator acknowledges that EPB is a Tennessee governmental entity and nothing in this Agreement waives or relinquishes EPB's right to claim such exemptions, privileges, and immunities as may be provided by law.

14.7. Survival. Any liabilities or obligations of either Party for acts or omissions arising prior to the termination of this Agreement, or relating to confidential and proprietary information, indemnification, limitations of liability, payments, costs and expenses, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) the expiration or earlier termination of this Agreement, shall so survive. Notwithstanding anything contained in this Agreement, each Party does not waive any right or claim that it has or may have in the future.

14.8. Relationship of Parties. EPB and Operator hereby certify that they are independent parties, acting as independent contractors and independent employers. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between EPB and Operator, and neither Party shall have the authority to bind the other Party in any respect.

14.9. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed as creating rights in third parties, and the Parties hereby express their intent that this Agreement is not intended to benefit third parties in any manner.

14.10. Government Tort Liability. Nothing contained in this Agreement or in bond or in any certificate or policy of insurance or in any provision of indemnity shall be construed to constitute a waiver by EPB or Operator of any provision, substantive or procedural, of the Tennessee Governmental Tort Liability Act, as amended, Tenn. Code Ann. § 29-20-101, et seq., or of any other provision of federal, state, or local law affording EPB protection from or limitation of tort or other liability.

14.11. Prohibition on Boycott of Israel. Operator certifies that it is not currently engaged in and will not for the duration of this Agreement engage in, a boycott of Israel as defined by Tenn. Code Ann. §12-4-119.

14.12. Severability. If any provision of this Agreement is found to be illegal or otherwise invalid, then the validity of the remaining provisions shall not be impaired. The Parties shall attempt to replace any invalid provision with a valid provision having substantially the same commercial effect as such invalid provision and the replacement provision shall be deemed effective retroactively to the effective date of this Agreement.

14.13. No Gifts. Neither Operator nor its employees shall offer any gifts, favors, tips, gratuities, or any other item of service of value to any employee, director, or officer of EPB.

14.14. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts and each counterpart will constitute an original, but all counterparts when taken together will constitute one and the same Agreement. An executed signature page that is sent by .pdf file or other reliable electronic process will constitute an original signature for all purposes. This Agreement will become binding and be treated as effective as of the Effective Date once all Parties have executed and delivered the Agreement.

IN WITNESS WHEREOF, the Parties hereto are duly authorized to bind the respective Party and by signature below agree to be bound by the terms of this Agreement to be effective on the Effective Date.

ELECTRIC POWER BOARD OF CHATTANOOGA	**OPERATOR**
SIGNATURE AREA	SIGNATURE AREA
By:	By:
Name: Katherine G. Espeseth	Name: Derek Perry
Title: Vice President New Products	Title: City Manager

EXHIBIT A
SERVICES

TECHNICAL SUPPORT

Covered Network Equipment

For EPB to provide remote network operations and technical support services 24 hours per day, 365 days a year for the Network, Operator shall consistently provide the following to EPB:

- Supported systems and equipment.
- Access to systems and equipment.
- Training for systems, policies, and procedures delivered via a train-the-trainer environment (not to exceed 18 hours).

Included Services

EPB agrees to remotely provide Operator with the Services as described below for the above-referenced Covered Network Equipment. EPB will provide all services listed below to Operator's residential end users as well as small and medium-sized business end users that have similar services that mirror the Operator's residential offering.
The services shall include the following for our inbound call center:

Technical Support Tier 1

Live answer support calls via phone, chat, and email 24x7x365 as Operator

- Chat shall mean interactions with Operator's customers via chat sessions using EPB software that is integrated into Operator's website by the Operator's web administrator with instructions provided by EPB.
- Email Support shall mean interactions with Operator's customers by EPB support staff via email. EPB will provide a backend email address to the Operator to forward customer-facing email addresses for technical support assistance via email.
- Chat and email interactions are classified and presented to EPB agents as a phone call with the same priority.
    - Automatic email replies are sent to end users stating that they will be responded to within 24 hours. The automatic reply is customized by the Operator during onboarding if this service is requested.

- Perform tech support troubleshooting tasks
    - Data Service
        - Service Verification
            - Service Verification shall mean verifying services ordered by end user match services provisioned by OSS/BSS.
        - Soft reboot of ONT and/or Residential Gateway.
            - Soft reboot shall mean an action that uses software to restart a device, without removing/terminating the device's power.
        - Wi-Fi troubleshooting
            - Bypass customer-owned equipment
            - Confirm speed and duplex
            - Assist customers with running speed tests and documenting results
            - Validate services in the wireless management system (if applicable)
            - Validate wireless SSID
            - Rebooting equipment
            - Customer Education - Utilizing Operator-provided Knowledge Articles to provide customer education on Operator's video deployment.
    - Internet Speed troubleshooting
            - Confirm speed and duplex
            - Assist customers with running speed tests and documenting results
            - Bypassing customer-owned equipment

- Assist customers to test with multiple devices to determine if the problem is isolated to the wireless or wired portions of the network
- Customer Education
  - Utilizing Operator-provided Knowledge Articles to provide customer education on Operator's Internet deployment.
- Password resets
  - Examples:
    - Email passwords (If provided by Operator)
    - Over-The-Top account passwords (If provided by Operator)
    - Wi-Fi passwords
- Wireless Network Changes (Managed Wi-Fi)
  - Wireless network name (SSID)
  - Wireless network frequencies (2.4GHz, 5GHz, etc.)
  - Adding Wireless devices to end users' home network
- Verify Internet Service availability at Remote Gateway and/or ONT via Operator's EMS (Element Management System)

- Account Information
  - EPB will provide amount due, due date, and past due balances to End Users if provided proper access to Operator's system. Account maintenance, payments, and complex billing discussions are not included in the Services and shall not be provided by EPB technical support to End Users

- Outage and Post-Outage Management
  - During outage situations, EPB has the capability to post generic or customized IVR messages on Operators' behalf to inform customers of any loss of service(s) or service-impacting issues.
  - EPB will provide call metrics via Fi Hub which includes all monthly metrics and normalizing metrics which removes any call-impacting event to better understand how Operator's customers are supported each month. Upon request, EPB can provide Operator with any outage event call metrics to include calls answered and abandonment rate.
  - EPB will create tickets for outages in EPB's ticketing system (Fi Hub). Upon outage restoration, EPB will place outbound calls to a subset of the Operator's customers to confirm restoration of service(s) (Up to five customers) and notify Operator once that task is completed. Closure of outage tickets is performed by Operator.
  - Mass Outage Closure provides the Operator the ability to close multiple cases related to a single outage based on the picklist items below. Upon outage restoration, EPB will place outbound calls to up to five customers to confirm the restoration of services and notify Operator once this task is completed. Mass closure of outage cases will be performed by Operator.
    - All Services Outage
    - Internet Outage
    - Video Outage
    - Phone Outage
    - Wireless Outage
    - Email Outage

Technical Support Tier 2

- Remote Access
  - EPB can assist customers via remote access if the Operator provides agents with remote access software and applicable license. Remote access can reduce call time and provide a better customer experience. Examples include helping set up an email client, troubleshooting a Network Interface Card (NIC) or wireless adapter, or logging into a router or access point that is not accessible through other methods.
- Truck Rolls

- If EPB technical support cannot resolve the End User issue, then EPB shall escalate the call to Operator's designated contact unless EPB has access to the scheduling system to schedule the job through the Operators system.
  - Scheduling shall mean asking the end user when they are available for an onsite visit and documenting their availability in the Operators ticketing system. EPB will either transfer the call, assign the ticket, or notify Operator's Dispatch department via email to confirm field technician availability.
  - If Operator requires EPB to confirm field technician availability and/or assign the ticket to a field technician, the work will need to be scoped, and an estimate will be provided.

- Outage Communication to Operator
  - If EPB technical support determines there is a network outage, then EPB shall follow Operator assigned protocol to notify the Operator.
- Escalations
  - If EPB technical support cannot resolve the End User issue and determines that a truck roll will not provide a resolution, then EPB will escalate to Operator's designated Tier 2/3 support via EPB Fi Ticketing system.

Operator Requirements

Operator agrees to purchase and/or maintain the following:

- Electronic interfaces and systems for System Monitoring and Alarms, Trouble Tickets, Dispatch System(s), Network Element Management System(s), OSS/BSS, and other systems as required by EPB.
- Up-to-date support agreements for all Covered Network Equipment listed in Exhibit A.
- Adequately trained on-site staff to perform customer service and End User support as needed.

Operator agrees to maintain system versions that comply with required vendor support agreements.
Operator agrees to maintain telephone and Internet network interconnections in good condition and sufficient to support the Services from EPB's technical support service center.
Operator agrees to establish and maintain a Remote Desktop connection if access to systems is not available via cloud.
Operator agrees to maintain its Network operational and in good condition. Any issues related to the Network are outside the scope of this Agreement.

Inter-Company Communications

The list of supported communication methods below references communication between Operator and EPB personnel.

- The primary communication method to communicate with support staff is via Fi Hub cases. Fi Hub cases are monitored 24 hours a day, 365 days per year. EPB has developed process flows to engage the correct personnel for multiple scenarios. In addition, EPB has created the capability to create cases for Operator's employees who do not require a Fi Hub license. The scenarios are:
  - FiHubOutboundRequest@epb.net - These are billable cases for the partner to request that an EPB agent place an outbound call to a customer for troubleshooting.
  - FiHubOutage@epb.net - These cases are used to report outages and maintenances.
  - FiHubCoachingOpportunity@epb.net - These cases are related to coaching opportunities that supervisors need to be made aware of.
  - FiHubFieldSupport@epb.net - These cases are utilized by Field Technicians who are onsite at a customer's premise and have support-related needs.
  - FiHubResidentialProvisioning@epb.net -These cases are for residential provisioning needs.
  - FiHubBusinessProvisioning@epb.net – These cases are for business provisioning needs.
- Other communication methods include phone calls, emails, and scheduled monthly virtual check-in meetings. All video/voice calls outside of scheduled check-in's need to be facilitated with your Account Manager, apart from emergency events where the on-call supervisor's phone number can be utilized.

IVR Routing of Calls

EPB will monitor and track calls transferred back to the Operator that are not technical support related. EPB will be responsible for communicating the amount and type of calls transferred back to the Operator. Operator will be responsible for evaluating/changing their IVR flow to direct customers to the correct departments. If Operator is unable to mitigate transfer callbacks to less than 15%/month (% of calls transferred to calls answered); additional call handling fees shall apply at the rate of $16.00 per call transferred back.

Outbound Call Requests

Our offering for technical support and provisioning services is primarily for inbound interactions. While we will perform outbound calls on occasion, it is for following up with customers after an inbound interaction from them. The request to place the outbound calls will need to be made via a Fi Hub case or email to case using FiHubOutboundRequest@epb.net. We will require eight hours to complete the request for the outbound calls as inbound interactions take priority. This request creates a billable call for agents to troubleshoot with customers, the fee is at the rate of $16.00 per outbound case.

Fi Hub

Operator will have access a real-time customized dashboard that allows Operator to view, manage, and analyze technical support service activity on one comprehensive, user-friendly interface. Operator can listen to recorded customer calls and review support metrics to help improve the quality of service and enhance the customer experience. Operator can conduct two-way communication with the EPB team to ensure the highest-quality, most consistent customer experience possible. All communications will be automatically saved and displayed, allowing both teams access to the entire communications thread, Fi Hub dashboard also includes access to a knowledge center that allows Operator to add and edit articles and provide the latest troubleshooting policies and procedures. The call metric reports in Fi Hub will be available by the end of business on the 5th calendar day of the following month. Operator will have access to Fi Hub for up to 2 months after termination to access call metrics and call recordings. The reports include monthly statistics for business and residential customers, including:

- Average Speed to Answer
  - Average speed to answer shall mean the average length of time that callers are in the queue.
- Average Talk Time
  - Average talk time is defined by the average duration of customer support calls.
- Customer Abandonment Rate
  - Abandonment Rate shall mean the percentage of customer abandoned calls once callers are in the queue.
- Calls Answered
  - Calls Answered are measured by the total number of monthly calls answered by technical support.
- Customer Callbacks
  - Customer callbacks are the measure of customer-requested callbacks that are presented to a customer once they are in queue for >90 seconds.
- Outage/Maintenance Information
  - Outage and Maintenance information is provided by the Operator via Fi Hub Cases to notify technical support of instances impacting service levels for customers.

Fi Hub Case Creation

EPB will enter cases into Fi Hub to log interactions with end users. Operator will provide customer data via a systematic process for the use of populating data points (via CSV file) on a daily interval or more frequently. If the Operator requires cases to be exported from Fi Hub and imported into their own operating/billing system, the required integrations will have to be scoped in a separate exhibit and costs will be determined by EPB and the operating/billing system.

Customer data is defined as:
Account Number
Account Status (active, suspended, collections, etc.)
Service Order Status
First Name
Last Name (or company name)

Service Address
Subscribed Services
Contact Phone number
Account Verification Information

Personal Identifiable Information

Personal identifiable information (PII) is used by operators to verify customers' identities. EPB uses a hashing algorithm to validate data points with PII stored by Operator. Setup of the hashing algorithm will be performed during onboarding and will require participation from Operator.

FI HUB TICKETING

Background and Description

Fi Hub Ticketing is a centralized repository for all customer interactions. It allows us to serve both your residential and commercial customers more efficiently and provide you with trustworthy data to help understand how your customers are experiencing their services. It also streamlines all communications between your team and EPB Broadband Solutions team.

Operator Deliverables

Operator is to provide EPB a list of Users, their roles, along with permissions EPB is to provide access into the system.

- First Name
- Last Name
- Email Address
- Phone Number
- Company
- Job Title

EPB Deliverables

EPB will provide access and use of a Ticketing System within the following capabilities, and the parameters listed:

Ticketing customization to include:

- Fi Ticketing's main record type for case input will be created specifically for Operator. Any customizations requested outside of this Exhibit will be specific to Operator's main record type and may result in a separate development cost.
- 5 customer data fields that help identify the Operator's customer and enhance the customer experience. Sensitive customer financial information such as Social Security numbers or credit card information would not be included in these fields.
  - Some included customer data fields are:
    - Account Number
    - Name
    - Phone Number
    - Street Address
    - Account Status (Active/Inactive)
- 1 Fi Ticketing dashboard is included that contains 10 reports.
  - The included reports are:
    - New Cases This Week YTD
    - Average Case Resolution *(ie. Average time of how long it takes to close a case via minutes, hours or days)*
    - Case Closure Reasons
    - Cases Open by Status
    - Cases by Product Category

        - Cases Open by Case Reason
        - Trend of Cases Closed
        - Case Duration *(ie. Detail of every case and the amount of time it took to close via by hour)*
        - Completed Cases by Case Owner
        - Repeat Cases by Address
- 5 departments.
    - The included departments are:
        - Billing/Customer Service
        - Engineering
        - Field Services
        - QC
        - Sales
- 10 case types/reason codes.
    - The included case types are:
        - Area Outage
        - Contact Customer
        - Equipment Recovery
        - Fiber Install Existing
        - Fiber Install New
        - Fiber Service Change
        - Hazard Condition
        - Individual Service Out
        - Retire Fiber Service
        - Scheduling
- 7 case product categories with defined case details for each category.
    - The included product sets and details are:
        - Electric
            - Hazard Conditions – Line Down
            - Service Down
        - Fiber Internet
            - Cannot pull a lease
            - Email Assistance
            - Service Down
            - Slow Speed
        - Fiber Wireless
            - Cannot pull a lease
            - Email Assistance
            - Service Down
            - Slow Speed
        - Phone
            - CID Issue
            - Dropping Calls
            - Fax Issues
            - No Dial Tone
        - Video
            - Channel Issue
            - Client Un-provisioned
        - ONT
            - No Internet at ONT

            - No Light
            - Swap Request
            - Provision after swap
        - Scheduling status for use by field technicians to notate the following:
            - Cancel Order
            - No Show
            - Reschedule Install
- 5 customized list views will be provided by department and 1 master list for all Fi Hub and Fi Ticketing combined cases.
    - The included list views are:
        - All Open Cases – "Operator Name" (*this master list view includes all Fi Hub and Fi Ticketing cases*)
        - Fi Ticketing "Operator Name" – Engineering
        - Fi Ticketing "Operator Name" – Field Services
        - Fi Ticketing "Operator Name" – Sales
        - Fi Ticketing "Operator Name" – QC
        - Fi Ticketing "Operator Name" – All Open Cases
- Mass Outage Closure provides the Operator the ability to close Fi Ticketing only cases that are related to a single outage based on the picklist items below. Upon outage restoration, EPB will place 3-5 outbound calls to customers to confirm restoration of services and notify Operator once this task is completed. Mass closure of outage cases will be performed by Operator.
    - All Services Outage
    - Internet Outage
    - Video Outage
    - Phone Outage
    - Wireless Outage
    - Email Outage

EXHIBIT B
SERVICE STANDARDS

Monthly Reporting. EPB shall provide Operator with monthly call metrics by the 5th day of each month via Fi Hub.

Exclusive Remedy. EPB shall have no liability whatsoever to Operator or any third party for any failure by EPB to provide customer service in accordance with these standards. The Operator's sole remedy is to terminate the Agreement according to its provisions.

Termination Remedy. In the event that EPB fails to provide service as described in Exhibit A and B above, during any period of two (2) consecutive months, Operator may: (i) terminate the Agreement with thirty (30) days prior written notice to EPB; or (ii) if applicable, with thirty (30) days prior written notice to EPB, shorten the length of the Term by up to three (3) months. Operator shall have sixty (60) days from the date of EPB's breach of this provision to exercise either termination right. Notwithstanding anything to the contrary in the Agreement, if Operator fails to exercise its termination right within such sixty (60) day period, Operator shall forfeit such right.

Excluded Events and Exclusive Remedy.

A. Excluded Events. Any failure by EPB to comply with the service standards and service level requirements set forth in Exhibit A and Exhibit B shall be excused or excluded from the calculation of the service level requirements if such failure is the result of any of the following excluded events:

- i. Any negligent act or omission by Operator or Operator's contractors, employees, or agents.
- ii. The failure of all or any portion of the Network.
- iii. Operator's failure to provide accurate End User information to EPB.
- iv. EPB's inability, due to the action or inaction of Operator or an End User, to obtain access or information required to remedy a defect in service.
- v. Any scheduled network or system maintenance by Operator.
- vi. Any scheduled service upgrades by Operator.
- vii. The malfunction of equipment or systems not controlled by EPB.
- viii. Force Majeure Events.

B. Exclusive Remedy. EPB shall have no liability whatsoever to Operator or any third party for any failure by EPB to provide customer service in accordance with these standards. The Operator's sole remedy is to terminate the Agreement according to its provisions.

EXHIBIT C
SERVICE FEES

Installation Fee:
There will be a one-time charge of $7,500.00, due upon commencing the implementation process. This cost includes importing customer data via CSV files using Secure File Transfer Protocol (SFTP) or if Application Programming Interface (API) is preferred EPB will need to scope the cost of this process separately. If chat and email support are desired there is a one-time $2,500.00 set up fee.

Technical Support 24/7/365:
- Price Per Subscriber: $3.00
- Monthly minimum fee: $6,000.00
- Price per subscriber is escalated by 3% for each subsequent year
- Outbound calls requested by Operator: $16.00 per call

Fi Hub Licenses: 6 included with support, $35.00/per month per license once 6 is exceeded. Customized Reports, Dashboards, and Case Routing functionalities that are outside of this Exhibit are available on a case-by-case basis and EPB will be responsible for providing a customized quote.

End User Report
By the fifth day of each month, Operator shall provide EPB with a total subscriber count for each service supported via Fi Hub.

ITEM: 12.C

ADMINISTRATIVE REPORT

TO:	Honorable Mayor and City Council
FROM:	Derek N. Perry, City Manager
DATE:	September 3, 2024
SUBJECT:	**CITY PROSECUTING ATTORNEY AGREEMENT**

As required by the City Charter, Section 2.10, Attorney John D. Brundage and Attorney John B. Sullivan were appointed City Prosecuting Attorneys on May 1, 2023.

For your consideration, we are requesting an update to the agreement to reflect a new term ending on September 30, 2028, and an increase of the hourly rate from the current $110.00 to $125.00. The new agreement also provides for an annual increase of 5% for the duration.

The City and its Police Department personnel are very pleased with the services provided, and we recommend approval of the updated agreement.

BUDGET IMPACT:
The Prosecuting Attorney's billable hours have averaged approximately 300 hours per year over the last three years. A 5% increase would result in an estimated $4,500 increase for the first year of the agreement based on the average hours worked.

RECOMMENDATION:
Approve the updated agreement with Attorney John D. Brundage and Attorney John B. Sullivan as the City Prosecuting Attorneys effective September 4, 2024, and authorize the City Manager and City Clerk to sign the necessary documents.

JOHN D. BRUNDAGE
JOHN B. SULLIVAN
City of Marshall Prosecuting Attorneys
208 West Michigan Avenue
Marshall, MI 49068
Telephone: (269) 781-9090
Fax: (269) 781-9899

August 23, 2024

The Honorable James Schwarz
Mayor, City of Marshall
323 West Michigan Avenue
Marshall, MI 49068

Re: City Attorney

Dear Mayor Schwarz:

We are writing to request reappointment as City Prosecuting Attorney for ordinance enforcement matters. Having served in this capacity for over nineteen (19) years, we have developed a good working relationship with Marshall law enforcement, the business community and local residents.

We propose to continue our service to the City for the next four (4) years, effective September 4, 2024, and continuing until September 30, 2028, at an hourly rate of $125, with a 5% annual increase.

We appreciate your confidence in us and we are honored to serve in this capacity.

If you have any questions or would like to discuss this matter further, please do not hesitate to call.

Yours truly,

John B. Sullivan
John D. Brundage

cc: Derek Perry
City Manager
Joshua Lankerd
Chief of Police

ITEM: 12.D
ADMINISTRATIVE REPORT

TO:	Honorable Mayor and City Council
FROM:	Derek N. Perry, City Manager Joshua Lankerd, Chief of Police Marguerite Davenport, Director of Public Services
DATE:	September 3, 2024
SUBJECT:	**PATROL VEHICLE PURCHASE - POLICE DEPARTMENT**

The Police Department has planned the annual replacement of a patrol vehicle as in years past. Unit M-6, a 2017 Ford Explorer-Interceptor is scheduled to be replaced in the current fiscal year. Staff conducted a review of the patrol vehicles options and is requesting the purchase of a 2025 Ford Explorer Hybrid, pictured below, as our next patrol vehicle.

Fuel Cost Report and Analysis

As part of the vehicle review process, we conducted a fuel cost report and analysis. A review of the 2023 fuel receipts showed there is a significant savings in fuel costs for the Ford Explorer Hybrid Patrol Vehicle vs. a Ford Explorer Patrol Vehicle. A review of the fuel reports compared the miles driven for the year and the total cost of fuel for each vehicle. The following table provides a detailed comparison of the 2021 Ford Explorer Hybrid and our 2017 Ford Explorer use for 2023. Also included is a 6 month vehicle use summary (Jan-July 2024) showing the use of our patrol vehicles by type (Hybrid, Patrol, Admin).

2023 Vehicle Review

Vehicle	Mileage	Fuel Cost	Cost Per Mile
2021 Ford Explorer Hybrid	16,253	$3,674.23	23 Cents per mile
2017 Ford Explorer	13,705	$6,750.57	49 Cents per Mile
2024 6 Month Use Summary			
Hybrid Vehicles	19,859	$4633.89	23 Cents per mile
Patrol (Explorer/Chargers)	15,793	$7009.26	44 cents per mile
Admin (Chargers)	7,523	$1646.49	22 cents per mile

*See attached fuel records for review

The review that was conducted has limited data. The mileage and fuel costs are useful data points for comparison; however, vehicle use (hours) data is a better indicator of overall use vs miles driven. We currently do not track vehicle use time (hours). The admin vehicles were used as a control comparison as they typically are not left idling/running.

Two or three patrol vehicles are in operation each shift, 24/7. Typically, while in operation all shift, patrol vehicles are often left parked and idling when not being driven. The reason for idling is to maintain power to the electronic tools needed for modern policing, which includes computers, radios, video camera systems, and internet/GPS modems. Powering down or turning off the cars can disrupt and/or disconnect these essential electronic tools which are needed for the job. This idling of vehicles increases gasoline consumption by the patrol vehicles. The hybrid explorers use less fuel as they have an internal battery which reduces the idle time of the engine.

Looking at the table above, it shows that the Hybrid Explorer appears to be more efficient and cost-effective than the standard Explorer. The numbers show that the standard patrol vehicle costs nearly double what the hybrid vehicle does for gasoline. A typical patrol car is driven between 15,000-20,000 miles a year. In review of the numbers, the use of a hybrid explorer vs a standard explorer is estimated to save between 3-4 thousand dollars a year on annual fuel costs. This adds up to $15,000 to $20,000 in savings over the 5-year vehicle service period.

<u>Ford Explorer Quotes:</u>

MIDEAL quotes were received from Gorno Ford. The Ford Explorer quote is $49,998 and the Ford Explorer Hybrid is $51,989. The difference was found to be $1,991.

<u>Electric Vehicles</u>

There are three electric patrol car options currently, with the Ford MachE, Chevy Blazer, and Tesla. There are a handful of communities in Michigan that are testing EV patrol vehicles. We do not consider this a viable option at this time, as it would require infrastructure and operational changes. We will continue to gain feedback regarding EV vehicles for the future. A more practical transition may be a few years down the road when we look to replace our administrative vehicles.

<u>Motorpool</u>

The Police Department makes annual payments to the Motor Pool fund, an internal service fund, to support replacement of vehicles. Over the last few years, the build out amount for the patrol vehicles was paid through the police budget. Last year we worked to place the build out costs into the replacement budget.

The patrol vehicle replacement amount allocated to Motor Pool is $61,000 for 2024-2025. The quoted total for the 2025 Ford Explorer Hybrid and the build out totals $73.922.70. In reviewing the motor pool replacement cost budget, we found that we used the Dodge Charger replacement costs vs. the Ford Explorer Hybrid. The Dodge Charger is no longer being manufactured.

Summary:
There were several options for patrol vehicles. The best and most cost-effective option for our fleet is the 2025 Ford Explorer Hybrid. The Explorer Hybrid costs $1991 more, but the estimated annual savings in fuel consumption is $3,000 to $4,000.

BUDGET IMPACT:
The 2025 Explorer Hibrid will cost $51,989 and the build out is estimated to cost $21,933.70 for a total of $73.922.70. $61,000 is budgeted for the replacement purchase in the 2024-2025 Motor Pool Budget. Gorno Ford is the designated MiDeal dealership for the purchase of these vehicles.

The $73,922.70 will be expensed from the 2024-2025 Motor Pool Fund budget. The $12,922.70 additional cost will be added to the quarterly budget amendment, if needed. This additional amount will also be added to calculate the correct police Motor Pool replacement budget moving forward.

RECOMMENDATION:
Approve the purchase of the 2025 Ford Explorer Interceptor Hybrid Patrol Vehicle and patrol car build out for the total amount of $73.922.70.

EDDIE WILLIAMS **MICHIGAN CONTRACT HOLDER**
GOVERNMENT SALES
GORNO FORD
WOODHAVEN, MI

PH 734-671-4893, CELL 313-319-3431 e-mail
eddiewilliams@gornoford.com

TERRY TRAVIS , 269-781-2596 8/9/24
MARSHALL POLICE DEPT
EMAIL ttravis@cityofmarshall.com

<u>2025 FORD UTILTIY AWD SUV , MIDEAL 071B77000181</u>
3.3L V6, 10 SPD AUTO TRANS, POWER WINDOWS, DOOR LOCKS, MIRRORS, & POWER DRIVER'S SEAT, SPEED CONTROL, AM/FM STEREO, TIRE PRESSURE MONTITORING SYSTEM , ROLL STABILITY SYSTEM, , BACK UP CAMERA , SYNC, CLOTH FRONT/VINYL REAR, , SYNC 3, PRIVACY GLASS REAR, REAR CRASH TESTED TO 75 MPH, KEYLESS ENTRY, WIG WAG CIRCUIT, CARGO LIGHT, UPFITTER INTERFACE SYSTEM, CROSS TRAFFIC BRAKE ASSIST

<u>STERLING GRAY "UJ ".- EXT, W/BELOW CHANGES</u>
HYBRID 3.3L V6
DUAL SPOT LIGHTS
COURTESY LIGHTS IN-OP
HEATED EXT MIRRORS
FLEET KEY, CODE 1294X
REAR WINDOW AND DOOR HANDLES IN-OP
TAILLIGHT PREP
BLISS
REAR A/C & HEAT
H8 AGM BATTERY
MANUAL POLKICE PURSUIT MODE
PRE COLLISON MITIGATION SYSTEM
POLICE ENGINE IDLE SYSTEM
GLOBAL LOCK/UNLOCK
READY FOR THE ROAD LIGHTING PKG
MUNI PRICE, TOTAL, PER UNIT $51,989.00

SINCERELY
EDDIE WILLIAMS
GOVERNMENT SALES
CELL 313-319-3431

EMERGENCY VEHICLE PRODUCTS.

Quotation

2975 Interstate Pkwy , Kalamazoo, MI, 49048 Phone: 269-978-1700 Fax: 269-342-8351

Quote Date: 07/09/2024
Quote #: 019262
FOB: Origin
PO #: 25 UTILITY PKG
Ship Via: Customer Pickup
Terms: Upon Receipt
Quoted By: JHiscock

BILL TO:

MARSHALL POLICE DEPT.
323 W MICHIGAN AVE

MARSHALL, MI 49068
Phone #: *Fax #:*

Customer ID: MARSH PD

SHIP TO:

MARSHALL PD
323 W MICHIGAN AVE

MARSHALL, MI 49068
TERRY TRAVIS

Line Item #	Product ID	Product Description	Quantity	Unit Cost	Extended Cost
001	LABOR- JH # M235579	LABOR-JH # M235579 BUILD 2025 POLICE UTILITY PPV VEHICLE. INSTALL ALL EMERGENCY EQUIPMENT AS NEEDED.	1 Related Order	$1,800.00 0000000 #: 000	$1,800.00
002	BK2020ITU20	2020 UTILITY PUSHBAR WITH LIGHTS	1 Related Order	$1,135.83 0000000 #: 000	$1,135.83
003	LINSV2B	UNDER MOUNT MIRROR LIGHT BLUE W PUDDLE	1 Related Order	$207.03 0000000 #: 000	$207.03
004	LINSV2R	UNDER MOUNT MIRROR LIGHT RED	1 Related Order	$207.03 0000000 #: 000	$207.03
005	LSVBK50	UNDER MOUNT MIRROR KIT	1 Related Order	$22.40 0000000 #: 000	$22.40
006	EB2SP3J	LEGACY WCX 54" LIGHTBAR	1 Related Order	$3,071.40 0000000 #: 000	$3,071.40
007	STPKT105	2020 STRAP KIT UTILITY	1 Related Order	$61.04 0000000 #: 000	$61.04
008	SA315	100 WATT SPEAKER , BLACK PLASTIC	1 Related Order	$197.40 0000000 #: 000	$197.40
009	SA315M	SPEAKER MOUNT	1 Related Order	$57.40 0000000 #: 000	$57.40

TERMS: NET 15; FOB BIRD IN HAND, PA; QUOTE VALID FOR 30 DAYS

EMERGENCY VEHICLE PRODUCTS.

Quotation

2975 Interstate Pkwy , Kalamazoo, MI, 49048 Phone: 269-978-1700 Fax: 269-342-8351

Quote Date: 07/09/2024
Quote #: 019262
FOB: Origin
PO #: 25 UTILITY PKG
Ship Via: Customer Pickup
Terms: Upon Receipt
Quoted By: JHiscock

BILL TO:

MARSHALL POLICE DEPT.
323 W MICHIGAN AVE

MARSHALL, MI 49068

Phone #: *Fax #:*

Customer ID: MARSH PD

SHIP TO:

MARSHALL PD
323 W MICHIGAN AVE

MARSHALL, MI 49068
TERRY TRAVIS

Line Item #	Product ID	Product Description	Quantity	Unit Cost	Extended Cost
010	M4DJ REAR GATE	DUO LED FLASHER RED/BLUE	2 Related Order	$196.87 0000000 #: 000	$393.74
011	PK0355ITU20TM	2020 UTILITY #10HVS HORIZONTAL SLIDING WINDOW, REC PANEL	1 Related Order	$1,018.23 0000000 #: 000	$1,018.23
012	QK0566ITU20	2021 UTILITY FULL REPLACEMENT SEAT WITH BELTS, WITH CARGO	1 Related Order	$1,567.03 0000000 #: 000	$1,567.03
013	WK0514ITU20	2020 UTILITY WINDOW BAR SET	1 Related Order	$312.62 0000000 #: 000	$312.62
014	C-VS-1012-INUT	2020 UTILITYANGLED CONSOLE	1 Related Order	$512.78 0000000 #: 000	$512.78
015	CUP2-1001	DOUBLE CUP HOLDER	1 Related Order	$65.66 0000000 #: 000	$65.66
016	091-219-4N	USB PORT DUEL	1 Related Order	$45.77 0000000 #: 000	$45.77
017	390-5711-0	POWER DIST SYSTEM / TIMER	1 Related Order	$385.00 0000000 #: 000	$385.00
018	MMSU-1	MAGNETIC MIC CLIP	1 Related Order	$34.22 0000000 #: 000	$34.22

TERMS: NET 15; FOB BIRD IN HAND, PA; QUOTE VALID FOR 30 DAYS

EMERGENCY VEHICLE PRODUCTS.

Quotation

2975 Interstate Pkwy , Kalamazoo, MI, 49048 Phone: 269-978-1700 Fax: 269-342-8351

Quote Date: 07/09/2024
Quote #: 019262
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PO #: 25 UTILITY PKG
Ship Via: Customer Pickup
Terms: Upon Receipt
Quoted By: JHiscock

BILL TO:

MARSHALL POLICE DEPT.
323 W MICHIGAN AVE

MARSHALL, MI 49068
Phone #: *Fax #:*

Customer ID: MARSH PD

SHIP TO:

MARSHALL PD
323 W MICHIGAN AVE

MARSHALL, MI 49068
TERRY TRAVIS

Line Item #	Product ID	Product Description	Quantity	Unit Cost	Extended Cost
019	MISC	MISC	1	$675.00	$675.00
	SHELF KIT WITH HINGE STYLE EQUIPMENT COVER		Related Order	0000000 #: 000	
020	SHIPPING	SHIPPING CHARGES	1	$425.00	$425.00
			Related Order	0000000 #: 000	
021	C-ARM-102	ARMREST SIDE MOUNT	1	$92.12	$92.12
			Related Order	0000000 #: 000	
022	MISC SHOP SUPPLIE	MISC SHOP SUPPLIES	1	$275.00	$275.00
	WIRE, CONNECTORS, WIRE LOOM, ZIP TIES, MISC SUPPLIES		Related Order	0000000 #: 000	
023	MISC	MISC	1	$0.00	$0.00
	DEPT SUPPLY RADIO, GUN RACK, COMPUTER MOUNT AND DOCK SYSTEM, VIDEO SYSTEM, RADIO ANTENNA'S.		Related Order	0000000 #: 000	

Sub Total: $12,561.70

TERMS: NET 15; FOB BIRD IN HAND, PA; QUOTE VALID FOR 30 DAYS

Quote

Industrial Networking Solutions
3321 Essex Dr, Richardson, TX 75082
Phone: 972-248-7466 **Fax:** 972-248-9533
www.industrialnetworking.com

Date	Quote #
8/12/2024	INS-218539

To:	*Phone#:*
City of Marshall, MI: Josh Lankerd	**(269) 781-2596**

E-mail:
jlankerd@cityofmarshall.com

Terms	Ship Via	Valid Until	Sales Rep
Net 30		**9/11/2024**	**Norris, Travis**
Project Name / Number			Inside Sales Rep
			Otero, Aleaha

Line	Model / Part#	Qty.	Description	Lead Time	Price/ea.	Extended
1	RV55-LTEA-PRO-WIFI-NA	1	Sierra Wireless AirLink RV55 LTE-A Pro FirstNet-Ready Cellular Gateway With Wi-Fi for North American Carriers (600 Mbps LTE-A Pro, FirstNet Band 14, CBRS), Includes DC Power Cable, 1 x Precision GPS Receiver, 1 x Gigabit Ethernet Port, 1 x 8-Wire RS232 Serial With Configurable 4-Wire Dual Serial, Dual 1x1 Wi-Fi and 1 x USB Port, SMA(F) Primary Cellular Antenna Connection, SMA(F) Rx Diversity Antenna Connection, SMA(F) GPS Antenna Connection, Reverse-Polarity SMA(F) Wi-Fi Connections. IP64, C1D2. (Manufacturer Pt #1104302)		901.55	901.55
2	AP-MMF-CCWWG-Q-S22222-RP34-BL-15	1	Airgain AP-MultiMax FV 5-in-1 Sharkfin Antenna. 2x LTE (698-960/1700-2700 MHz), 2x WIFI (2.4/4.9-6.0 GHz), and GNSS(1550~1610 MHz). LTE Connectors are SMA-Male, GPS/GNSS is SMA-Male, and the WIFI are Reverse Polarity SMA-Male. 15 FT Cabling, Threaded Bolt Mount, Black.		299.25	299.25
3	MDMPROV - VZW	1	Network ready Verizon Modem Provisioning, includes SIM card, modem setup with carrier activation, testing & labeling. INS Provisioning Service includes: Loading Verizon SIM card into hardware Loading wireless network authentication information (provided by the cellular carrier) Documenting network addressing & mobile numbers Testing network connectivity		55.00	55.00

Industrial Networking Solutions
3321 Essex Dr, Richardson, TX 75082
Phone: 972-248-7466 **Fax:** 972-248-9533
www.industrialnetworking.com

Date	Quote #
8/12/2024	INS-218539

Line	Model / Part#	Qty.	Description	Lead Time	Price/ea.	Extended

	Total	$1,255.80

Pricing is in US Dollars. Non-freight collect shipping charges will be prepaid and added to the invoice. Pre-pay and add freight charges quoted are only an estimate and are subject to change at the time of invoice based on actual carrier charges. Shipping terms are FOB Origin. Sales tax is calculated for shipments to all states with the exception of RI and VT. Customers located in RI and VT are responsible for direct payment of all sales/use taxes that may be applicable in their state. Purchaser acknowledges that the items contained in this shipment may be controlled by the U.S. Government and authorized for export only to the country of shipment for use by the purchaser. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than purchaser, either in their original form or after being incorporated into other items, without first obtaining any approvals required under U.S. law and regulations. By accepting this order, purchaser confirms that it will not resell, transfer, or otherwise dispose of the items contained herein in any manner that foreseeably would cause [INS] to be in violation of applicable export control or sanctions laws or regulations.

Returns, if authorized, must occur within 90 days of purchase. A Return Authorization (RMA #) must be provided by INS prior to returning materials. A minimum 20% restocking fee will be applied for all returns (subject to inspection). Materials that are damaged or not in original packaging will not be accepted. Cancelled orders are subject to a minimum 20% cancellation fee.

Please review our product support policy at: http://www.industrialnetworking.com/Support-Policy

If Net 30 terms have been selected by the customer as the preferred method of payment, but payment is instead made using a credit card, a 4% processing fee will be applied. If any balance of the invoice remains unpaid after the Due Date, late fees of 2% per month may be added to the balance of the invoice, without additional notice to the customer, until such late balance is paid.

SAFE FLEET Law Enforcement
COBAN | Mobile-Vision

Quote:	Q-64291
Contract:	Not Applicable
Date:	8/13/2024, 1:49 PM
Expires On:	10/13/2024

Phone: (281) 925-0488
Fax: (281) 925-0535
Email: SFLE-Sales@safefleet.net

COBAN Technologies, Inc.
9411 S. Sam Houston Parkway W. #300
Missouri City, Texas 77489
United States

Ship To
Joshua (Josh) Lankerd
Marshall Police Department (Marshall, MI)
323 West Michigan ave
Marshall Michigan 49068
United States
(269) 781-2596
(269) 781-6414
jlankerd@cityofmarshall.com

Bill To
Marshall Police Department (Marshall, MI)
323 West Michigan ave
Marshall Michigan 49068
United States

End User

SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Pete Lin	x	pete.lin@safefleet.net		Net 30

Focus H2 In-Car System - On Premise

- ***No vehicle dock needed per customer - Dept to advise otherwise***
- ***Hardware Installation is not Included***
- ***3-Year Software & Hardware Coverage***

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0495326	FOCUS2-51-00	FOCUS H2 IN-CAR SYSTEM - PACKAGE 2 2 CAMERAS AND WIRELESS MICROPHONE Features: • 4.3" touchscreen monitor • GPS • Crash Sensor • Smart Power Module (SPM) w/ UPS • 16 GB internal Solid State OS drive • 128 GB internal Solid State Fail-Safe drive • 64 GB removable Thumb Drive • Internal 802.11 A/G/N/AC wireless card • Backseat wide angle IR camera with built in covert microphone • Front facing HD low profile color camera • Wireless microphone & receiver • Three year limited hardware warranty	USD 5,220.00	1	USD 5,220.00
QL-0495327	MZZ-01	MOUNTING For secure mounting within the vehicle *****Vehicle Year, Make & Model information needed upon purchase *****	USD 128.00	1	USD 128.00
QL-0495328	SCOPT-27	TWO DUAL BAND ANTENNAS (802.11 A/G/N/AC) For wireless upload to Access Point	USD 193.00	1	USD 193.00
QL-0495332	FOCUS-04-06	FOCUS ICV 64GB USB SECURED PEN DRIVE ***** Recommended as Spare *****	USD 235.00	1	USD 235.00

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0495330	WLIC-26	COBAN COMMAND CENTER SOLUTION ***** Year 1 ***** • Per Active Device • Software License with First Year Technical Support ****Annual Renewal Required****	USD 165.00	1	USD 165.00
QL-0495333	WMAIN-123	COBAN COMMAND CENTER SOLUTION ANNUAL RENEWAL ***** Years 2 and 3 ***** • Per Active Device • Software maintenance and Technical Support ****Annual Renewal Required****	USD 165.00	2	USD 330.00
QL-0495331	LFEE-050	SHIPPING - IN CAR VIDEO SYSTEMS	USD 50.00	1	USD 50.00
				Focus H2 In-Car System - On Premise TOTAL:	USD 6,321.00

Focus X2 Body Camera - On Premises • ***2 Year Software & Hardware Coverage***

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0495334	FOCUS-11-00	FOCUS X2 BODY WORN CAMERA PACKAGE Includes: - FOCUS X2 Body Worn Camera - Single Office Dock & Power Supply - USB Cable - Magnetic Uniform Mount	USD 545.00	1	USD 545.00
QL-0495335	WLIC-26-01	COBAN COMMAND CENTER BWC SOLUTION ***** Year 1 ***** • Per Active Device • Software License with First Year Technical Support *****Annual Renewal Required*****	USD 100.00	1	USD 100.00
QL-0495336	WMAIN-125	COBAN COMMAND CENTER BWC SOLUTION ANNUAL RENEWAL ***** Year 2 ***** • Per Active Device • Software Maintenance and Technical Support ****Annual Renewal Required****	USD 100.00	1	USD 100.00
QL-0495337	WARR-X1-24ESP	BODY WORN CAMERA 2- YEAR EXTENDED HARDWARE SERVICE PLAN **Extended hardware warranty for 2nd year coverage**	USD 175.00	1	USD 175.00
QL-0495338	LFEE-054	SHIPPING - BODY WORN CAMERA	USD 15.00	1	USD 15.00
				Focus X2 Body Camera - On Premises TOTAL:	USD 935.00

Optional Body Camera - 3YR Technology SW/HW Plan

** Optional Coverage (not included in final quote price)
** 3-Year Technology Service Plan for Software/Hardware coverage

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0495342	WARR-X1-TSP3	BWC 3-YEAR TECHNOLOGY SERVICE PLAN Includes: • 3-year Software Right To Use license, Maintenance, and Technical Support • 3-year Hardware Warranty and Technical Support • Replacement camera at the end of 24 months • 5% Spare Cameras (minimum purchase of 20 BWC)	USD 915.00	1	USD 915.00
QL-0495343	WLIC-26-01	COBAN COMMAND CENTER BWC SOLUTION • Per Active Device • Software License with First Year Technical Support	USD 0.00	1	USD 0.00
				Optional Body Camera - 3YR Technology SW/HW Plan TOTAL:	USD 915.00

	TOTAL: USD 7,256.00

Terms & Conditions

Applicable sales taxes are not reflected on this proposal, and will be included on the invoice. In the event Sales Tax is requested to be listed on the proposal, it will be the responsibility of the Agency to provide the current Tax rate and amount. Any purchases that are exempt from Sales Tax must be accompanied by a tax exemption and/ or re-seller certificate.

This quote is presented to the customer under the condition that it remains a valid quote for only 60 days after the stated Quote Date, after which the quote becomes null and void.

Please email or fax a signed copy of this quotation and other referenced documents to SFLE-Sales@safefleet.net or (281) 925-0535 Safe Fleet Law Enforcement order requests above $2,500.00 require an Agency issued Purchase Order prior to processing.

COBAN Technologies, Inc.
9411 S Sam Houston Pkwy W. #300 Missouri City, Texas 77489

Applicable Terms. By signing this quote (the “Quote”) (or, if this Quote is attached to, referenced in, or otherwise accompanies any other agreement, statement of work, purchase order, or other similar document, by or between the parties and/or their applicable affiliates (any of the foregoing, collectively, the “Accompanying Agreement”), then by signing such Accompanying Agreement), or by issuing a purchase order for, or accepting, any of the goods, services, or other items set forth in this Quote, the Customer agrees to all terms and conditions set forth herein, including without limitation any Additional Terms and Conditions set forth below (if applicable) (“Additional Terms”), and to the Safe Fleet Video & Telematics Products and Services Standard Customer Terms & Conditions, currently available at safefleet.net/v-and-t-general-terms (as may be updated or amended by Safe Fleet from time to time in its discretion, the “Ts&Cs”), together with any and all other terms and conditions incorporated by reference into any of the foregoing; all of which are incorporated herein and will govern all products, services, and other matters set forth herein. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Ts&Cs.

Conflicts. Customer and Safe Fleet expressly agree that, notwithstanding anything to the contrary in the Accompanying Agreement, including any provision thereof relating to order of precedence, conflicts, or “battle of the forms,” in the event of any conflict, ambiguity, or inconsistency (any of the foregoing, a “Conflict”) between any term, provision, requirement, request, specification, or other provision (any of the foregoing, a “Provision”) of the Accompanying Agreement and any Provision of this Quote (including, for clarity, the Ts&Cs and/or any Additional Terms), this Quote shall prevail and control; Customer and Safe Fleet intend this Quote to be, and this Quote shall be deemed to be, an amendment to any Conflicting Provision of the Accompanying Agreement. In the event of any Conflict between any Provision of any Additional Terms and any Provision of the Ts&Cs, the Additional Terms shall control.

Sole Warranties. The warranties applicable to the products, services, and other matters set forth herein are available at https:// www.safefleet.net/product-and-service-warranties (the “Warranty Documentation”). Notwithstanding any other provision in this Agreement, the Warranty Documentation sets forth the sole warranties with respect to the products, services, and other matters set forth herein, and Safe Fleet hereby expressly disclaims all other representations and warranties, express or implied.

Invoicing and Purchase Orders. This Agreement authorizes Safe Fleet, regardless of whether or not Customer has issued an applicable Purchase Order, to invoice Customer annually in advance for Software Services. Customer agrees to pay all invoices within 30 days of receipt. Customer may issue Purchase Orders hereunder for its own record-keeping purposes, but (a) no Customer Purchase Order will be deemed to modify, alter, supersede, supplement, or amend this Agreement in any respect unless mutually agreed by the Parties in a written amendment executed by both Parties, and (b) for clarity, Customer's issuance of any such Purchase Order, or failure to issue same, shall not affect in any manner Safe Fleet's ability to invoice Customer (or Safe Fleet's right to payment of such invoice) as provided herein.

Agency Responsibilities. Without limiting any provision of the Ts&Cs, Customer is solely responsible for the following: (a) Customer will ensure that Customer owns or has licensed all rights necessary to permit Safe Fleet to use all Customer-Provided Data as contemplated by this Agreement; (b) Customer will ensure that Customer's, and all Customer End Users', configuration and use of the Safe Fleet V&T Offerings, including the Software Services, and all Customer Data (and all use thereof by Customer and/or Customer End Users), complies with all applicable Laws and all rules, regulations, and standards applicable to Customer, and does not infringe, misappropriate, or violate any right, including any intellectual property, proprietary, privacy, contractual, statutory, constitutional, or any other right, of any third party; (c) Customer will maintain all necessary computer equipment and Internet connections for use of the Software Services; (d) If Customer becomes aware of any violation of this Agreement by any Customer End User, Customer will immediately terminate that Customer End User's access to the Software Services and shall promptly notify Safe Fleet of same; (e) Customer will maintain the security of all user credentials, including all Customer End User user names and passwords, and security and access to the Software Services via Customer systems or facilities and/or to all Customer Data. Customer shall promptly notify Safe Fleet if Customer learns or believes that an unauthorized party may be using Customer's account or Customer Data, or that account information may have been lost or stolen.

Customer Data After Termination – Applicable to Software Services Only. Safe Fleet will not delete Customer Data before the 90th day following expiration or earlier termination of the License Term. Safe Fleet will have no obligation to provide any Software Service functionality to Customer during this 90-day period other than the ability to retrieve Customer Data. Customer will not incur additional fees if Customer downloads Customer Data from the Software Services during this time. Safe Fleet has no obligation to maintain or provide Customer Data after this 90-day period and, except to the extent (and in such case only for so long as) prohibited by applicable law, Safe Fleet may thereafter delete any or all Customer Data. Upon written request, Safe Fleet will provide written notice that safe Fleet has successfully deleted and removed Customer Data from the Software Services.

Post-Termination Assistance – Applicable to Software Services Only. Safe Fleet will provide Customer with the same post-termination data retrieval assistance that Safe Fleet generally makes available to all customers. Requests for Safe Fleet to provide additional assistance in downloading or transferring Customer data, including requests for Safe Fleet's data egress service, will result in additional fees, and Safe Fleet does not make any, and hereby disclaims all, express and/or implied representations, warranties, and/or guaranties as to the integrity or readability of Customer Data in any non-Safe Fleet systems.

Customer Sharing of Customer Data – Applicable to Software Services Only. Without limiting any provision of the Ts&Cs: (a) Customer is solely responsible for granting permissions to Customer Data that may be shared via the Software Services, and Safe Fleet will have no responsibility or liability for sharing with, or disclosure to, third parties of Customer Data due to any error, typo, oversight, or other act or omission of Customer (including, for example, any error by Customer in entering a recipient's email address); and (b) Customer is solely responsible for complying with all applicable Laws, standards, policies, and guidelines in connection with its use sharing of Customer Data with, or granting of access to Customer Data to, third parties via the

Software Services, and Safe Fleet will have no responsibility or liability for any violation or breach of any of the foregoing due to any act or omission of Customer (including, for example, any violation of privacy laws or standards caused by Customer's sharing of Customer Data with an inappropriate third party or Customer's inappropriate sharing of protected Customer Data).

The warranties applicable to the products, services, and other matters set forth herein are available at https://www.safefleet.net/ product-and-service-warranties (the "Warranty Documentation"). Notwithstanding any other provision in this Agreement, the Warranty Documentation sets forth the sole warranties with respect to the products, services, and other matters set forth herein, and Safe Fleet hereby expressly disclaims all other representations and warranties, express or implied.

IN WITNESS WHEREOF, the Parties have caused this Agreement to Purchase to be executed and delivered by their respective authorized representatives whose signatures appear below.

COBAN Technologies, Inc.		Marshall Police Department (Marshall, MI)	
Signature:	______________	Signature:	______________
Printed Name:	______________	Printed Name:	______________
Title:	______________	Title:	______________
Dated:	______________	Dated:	______________

Purchase Order ______________

Designed exclusively for: City of Marshall Police Department
CONTACT: Terry Travis 269-719-0861

Date: 8/12/2024

JOB DESCRIPTION:

---Apply Vinyl to Both Sides, Front & Back as Shown

---Black Premium Vinyl/White Reflective Engineer Grade Vinyl

---Digital Print on White Reflective (Shield). Clear-Coated

COST: $860.00

SignWorld CONCEPTS

14947 West Michigan Avenue
Marshall, MI 49068
Phone: (269) 781-7793
Fax: (269)781-7689
Email: signsbigred@yahoo.com

TERMS: Net 30 Days

PO# : ____________________

SIGNATURE OF ACCEPTANCE: ____________________

EDDIE WILLIAMS
GOVERNMENT SALES
GORNO FORD
WOODHAVEN, MI

MICHIGAN CONTRACT HOLDER

PH 734-671-4893, CELL 313-319-3431 e-mail
eddiewilliams@gornoford.com

TERRY TRAVIS , 269-781-2596 — 8/9/24
MARSHALL POLICE DEPT, REVISED — 8/29/24
EMAIL ttravis@cityofmarshall.com

<u>2025 FORD UTILTIY AWD SUV , MIDEAL 071B77000181</u>
3.3L V6, 10 SPD AUTO TRANS, POWER WINDOWS, DOOR LOCKS, MIRRORS, & POWER DRIVER'S SEAT, SPEED CONTROL, AM/FM STEREO, TIRE PRESSURE MONTITORING SYSTEM , ROLL STABILITY SYSTEM, , BACK UP CAMERA , SYNC, CLOTH FRONT/VINYL REAR, , SYNC 3, PRIVACY GLASS REAR, REAR CRASH TESTED TO 75 MPH, KEYLESS ENTRY, WIG WAG CIRCUIT, CARGO LIGHT, UPFITTER INTERFACE SYSTEM, CROSS TRAFFIC BRAKE ASSIST

<u>STERLING GRAY "UJ ".- EXT, W/BELOW CHANGES</u>
3.3L V6, GAS ENGINE
DUAL SPOT LIGHTS
COURTESY LIGHTS IN-OP
HEATED EXT MIRRORS
FLEET KEY, CODE 1294X
REAR WINDOW AND DOOR HANDLES IN-OP
TAILLIGHT PREP
BLISS
REAR A/C & HEAT
H8 AGM BATTERY
MANUAL POLKICE PURSUIT MODE
PRE COLLISON MITIGATION SYSTEM
POLICE ENGINE IDLE SYSTEM
GLOBAL LOCK/UNLOCK
READY FOR THE ROAD LIGHTING PKG
MUNI PRICE, TOTAL, PER UNIT $49,998.00

SINCERELY
EDDIE WILLIAMS
GOVERNMENT SALES
CELL 313-319-3431

ITEM: 12.E

ADMINISTRATIVE REPORT

TO:	Honorable Mayor and City Council
FROM:	Derek N. Perry, City Manager Michelle Eubank, City Clerk
DATE:	September 3, 2024
SUBJECT:	**INSTITUTE FOR RESPONSIVE GOVERNMENT ELECTION GRANT**

The Institute for Responsive Government is offering grants of up to $10,000 to municipalities of our size for election related expenses between June 1, 2024, and May 31, 2025 in seven states, including Michigan. Aside from being limited to election related expenses, there are no restrictions on what the funds can be used for. There are no matching funds required for this grant.

Much of our equipment is getting outdated and nearing replacement. These items include new dividers for in-person voting, security bags, and signs, among other items. Additionally, there is new equipment which we would like to purchase including new precinct kits for election inspectors, fire safe security cabinets for ballot storage, and a cage to store absentee ballots in.

BUDGET IMPACT:
None at this time. If awarded, funds from the grant will be used to offset the cost of replacing required items for elections.

RECOMMENDATION:
Approve the submission of the grant application to the A More Responsive Government 2024 Grant Program in the amount of $10,000.