

CITY COUNCIL AGENDA

Regular Meeting

October 7, 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**

Work Session- September 16, 2024

Regular Session - September 16, 2024

B. **City Bills**

Purchases 9/13/2024

\$127,816.12

Purchases 9/17/2024

\$232,578.96

Purchases 9/20/2024

\$3,211,501.58

Purchases 9/27/2024

\$118,639.80

TOTAL

\$3,690,536.46

8) **PRESENTATIONS AND RECOGNITIONS**

9) **INFORMATIONAL ITEMS**

10) **PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION** Persons addressing City Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of three (3) minutes per public hearing.

11) **OLD BUSINESS**

12) **REPORTS AND RECOMMENDATIONS**

A. **SPECIAL EVENT REQUEST- CHOOSE MARSHALL CHRISTMAS TREE LIGHTING**

B. **SPECIAL EVENT REQUEST- STAGECOACH**

C. **2023 PLANNING COMMISSION ANNUAL REPORT**

D. **VERSATERM COMMUNITY ENGAGEMENT SOFTWARE CONTRACT**

E. **R1-6 SIGNS - SIGNATORY RESOLUTION
MDOT CONTRACT 24-5402**

MAYOR: Jim Schwartz CITY MANAGER: Derek N. Perry
COUNCIL MEMBERS: Joe Caron, Theresa Chaney-Huggett, Jacob Gates,
Ryan Traver, Ryan Underhill, Scott Wolfersberger
Council Chambers, 323 W Michigan Ave, Marshall, MI 49068

- F. MDOT TRUNKLINE CONTRACT**
- G. MDOT SMALL URBAN GRANT CONSTRUCTION CONTRACT**
- H. PARKS AND RECREATION 5-YEAR MASTER PLAN - SET PUBLIC HEARING**

13) APPOINTMENTS / ELECTIONS

- A. BROOKS NATURE AREA ADVISORY BOARD APPOINTMENTS**
- B. TRANSIT AUTHORITY OF CALHOUN COUNTY BOARD APPOINTMENT**

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

September 16, 2024
Work Session - 6:00 PM

1) CALL TO ORDER

IN A WORK SESSION held on Monday, September 16, 2024 at 6:00 PM in the Training Room of City Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Schwartz.

2) ROLL CALL

Roll was called:

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

Also Present: Manager Perry and Clerk Eubank

Absent: None

3) PUBLIC COMMENT ON AGENDA ITEMS Persons addressing City Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of three (3) minutes. Comments shall address AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion (Item 10) of the meeting agenda. Non-Agenda items shall be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS (Item 14) portion of the meeting agenda.

NONE

4) DISCUSSION ITEMS

A. OVERNIGHT PARKING SIGNS, TRAFFIC CONTROL ORDERS, AND ANGLE PARKING

Chief Lankerdt, Deputy Chief Ambrose, Director Davenport presented.

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

Rebekah Sebring of Fredonia Twp, Barry Wayne Adams of W Green and Kelly Isaac of N Liberty gave public comment.

6) ADJOURNMENT

The meeting was adjourned at 6:55 pm.

Respectfully submitted by,

Michelle Eubank
City Clerk

CITY COUNCIL MINUTES

September 16, 2024
Regular Meeting - 7:00 PM

1) CALL TO ORDER

IN A REGULAR SESSION held on Monday, September 16, 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, Joe Caron, Theresa Chaney-Huggett, Jacob Gates, Ryan Traver, Ryan Underhill, and Scott Wolfersberger

Also Present: Manager Perry and Clerk Eubank

Absent: None

3) INVOCATION

4) PLEDGE OF ALLEGIANCE

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

Moved by Jacob Gates, supported by Scott Wolfersberger to amend the agenda to add the August Power Purchase in the amount of \$895,883.27 to the consent agenda and to table item 13A and to approve the agenda as amended. 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 and Rebekah Sebring of Fredonia Twp gave public comment.

7) CONSENT AGENDA

Moved by Scott Wolfersberger, supported by Joe Caron to approve the consent agenda with the addition of the August power purchase, for a total purchase amount of \$3,240,285.69. On a roll call vote:

Ayes: Joe Caron, Theresa Chaney-Huggett, Jacob Gates, Ryan Traver, Ryan Underhill, Scott Wolfersberger, James Schwartz

Nays: None

Abstain: None

Motion carried.

A. City Council Minutes

Regular Session - September 3, 2024

B.	<u>City Bills</u>	
	Purchases 8/30/2024	\$730,439.00
	Purchases 9/6/2024	\$1,384,020.61
	Purchases 9/10/2024	\$229,942.81
	August Power Purchase	\$895,883.27
	TOTAL	\$3,240,285.69

C. MARSHALL HOUSE PSA TWELFTH AMENDMENT

8) PRESENTATIONS AND RECOGNITIONS

A. PUBLIC POWER WEEK PROCLAMATION

9) INFORMATIONAL ITEMS

10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION Persons addressing City Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of three (3) minutes per public hearing.

A. ORDINANCE 2024-09 - SIGN ORDINANCE AMENDMENTS

Mayor Schwartz opened the public hearing on Ordinance #2024-09.

Barry Wayne Adams of W Green St and Rebekah Sebring of Fredonia Twp spoke during the public hearing.

Mayor Schwartz closed the public hearing on Ordinance #2024-09.

Council expressed concern about limiting the number of sandwich board signs, as well as the location of sandwich board signs. They stated that they would like to see the length of time for additional yard signs to be extended to at least 45 days, if not 60 days, before an election, to cover the timeline of absentee ballots. They expressed concern over the size of billboard signs, as the current signs on Michigan Ave off the I3 district are 230 sq ft and 28 ft tall, which is outside of compliance. They did support digital signage. There was concern over banner signs. On projecting signs, they would like to see it potentially be one per frontage, and that several existing projection signs do have some lighting. They additionally questioned feather signs and if they should be at least allowed as a temporary sign.

Moved by Jacob Gates, supported by Theresa Chaney-Huggett to return 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, to the Planning Commission with notes from council for further review. On a roll call vote:

Ayes: Theresa Chaney-Huggett, Jacob Gates, Ryan Traver, Ryan Underhill, Scott Wolfersberger, Joe Caron

Nays: James Schwartz

Abstain: None
Motion carried.

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

13) APPOINTMENTS / ELECTIONS

A. ~~BROOKS NATURE AREA ADVISORY BOARD APPOINTMENTS~~

This item was tabled during the setting of the agenda in item 5.

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

Rebekah Sebring of Fredonia Twp, Kelly Isaac of N Liberty and Barry Wayne Adams of W Gren St gave public comment.

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

The meeting was adjourned at 7:58 pm.

Respectfully submitted by,

Michelle Eubank
City Clerk

09/18/2024 08:19 AM
User: KWAGNER
DB: Marshall

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 09/13/2024 - 09/13/2024
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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
2587874	APPLIED INNOVATION	ACCT NO. LAG783-007 MRLEC COPIER SERVICE		72.81
165224	BOSHEARS FORD SALES, I	REPAIRS TO VEHICLE #M2 AFTER ACCIDENT	2025.084	6,375.80
15898	BUD'S TOWING & AUTOMOT	DART BUS INSPECTION & OIL CHANGE 8/1/24		150.68
768442	CHR SOLUTIONS	FIBERNET MANAGED IT SERVICES AUGUST 2024	2025.055	5,100.00
09132024	CITY OF MARSHALL	FARMER'S MARKET PETTY CASH REIMBURSEMENT		590.00
09272024	CITY OF MARSHALL	ST. MARY'S UB AUGUST 2024 FOR ELECTIONS		266.42
09/12/2024	COLLINS, WADE	UB refund for account: 2900610017		30.83
09092024	CORELOGIC CENTRALIZED	PROPERTY TAX REFUND - OVERPAYMENT		6,921.60
186533	D & D MAINTENANCE SUPP	JANITORIAL SERVICE AT MRLEC 7/2/24 - 7/2		2,220.00
186544	D & D MAINTENANCE SUPP	JANITORIAL SERVICE AT MARSHALL HOUSE 7/2		1,800.00
09092024	DOPP, WILLIAM	ENERGY OPTIMIZATION - MINI SPLIT UNIT		400.00
09092024	EGNATUK, ALEC	REIMBURSEMENT FOR KANOE THE KAZOO EVENT		62.21
IN102408170415	FS.COM INC	TRANSCEIVERS FOR NETWORK UPGRADES	2025.054	5,314.54
E06803	GREENMARK EQUIPMENT, I	JOHN DEERE GATOR XUV835M MODEL YEAR 2024	2024.358	27,800.00
E06847	GREENMARK EQUIPMENT, I	WESTERN V-BLADE PLOW FOR JOHN DEERE GATO	2025.056	6,707.81
09/12/2024	GUENTHER, ALENA & TRIS	UB refund for account: 3108030009		78.28
09/12/2024	HANKEY, JUSTIN	UB refund for account: 2900130049		25.42
INV-001034	HYPERION SOLUTIONS GRO	FIBERNET NETWORK ENGINEERING SERVICES	2025.003	5,569.12
INV-001049	HYPERION SOLUTIONS GRO	FIBERNET NETWORK ENGINEERING SERVICES		450.00
2408-514707	LEGG LUMBER	2X6X8' SPF, PLYWOOD		23.98
2408-514839	LEGG LUMBER	2X6X10' SPF, 2X4X10' SPF, 2X4X8' SPF		39.65
08282024	MARSHALL ACADEMY	ENERGY OPTIMIZATION - REFRIGERATOR RECYC		50.00
09/12/2024	MATTHEWS, JEFF	UB refund for account: 166101		16.11
8-RIVERWALK	MCSA GROUP, INC.	RIVERWALK DESIGN AND CONSTRUCTION ENGINE	2024.065	536.50
09/12/2024	MILLER, RICHARD	UB refund for account: 242100		27.08
09/12/2024	RAMOS, GREGORIO	UB refund for account: 1400400027		32.13
248765	RIDGEWEAR SPORTS & IMP	FIRE UNIFORMS & EMBROIDERY		1,010.50
99003	ROC ELECTRIC, LLC	EMERGENCY VFD REPLACEMENT	2025.082	15,732.00
231288	SPICER GROUP	STAKING ELECTRICAL LINE OUT TO BLUEOVAL	2025.079	3,120.50
I785713	TAPCO, INC.	CROSSWALK SIGN 12X36" 2-SIDED FYG, STATE	2025.061	3,466.16
09/12/2024	THOMPSON & COTTERMAN	UB refund for account: 2900640034		46.27
4125640	TITAN AVIATION FUELS	AV FUEL 100 LL FOR BROOKS AIRPORT	2025.070	27,132.72
232	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 9/2/24 - 9/8/24	2025.011	4,002.00
09092024	TSFR BURGER LLC	ENERGY OPTIMIZATION - LED LIGHTING AT WE		645.00
6-27-2024	VERTALKA & VERTALKA, I	FEE FOR HEARING OFFICER SERVICES PARCEL		2,000.00
GRAND TOTAL:				127,816.12

09/18/2024 08:20 AM
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APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 09/17/2024 - 09/17/2024
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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
93978	ALL-TRONICS, INC.	PHONE SYSTEM OUTAGE & ROUTER REPLACEMENT		1,144.60
6475	AUGUST ENVIRONMENTAL S	QUARTERLY LAB ANALYSIS		1,496.00
6482	AUGUST ENVIRONMENTAL S	PARTELLO ROAD WET WELL ANALYSIS		202.00
225-522343	AUTO VALUE MARSHALL	VEHICLE BATTERY & CORE RETURN		147.46
225-522369	AUTO VALUE MARSHALL	VEHICLE BATTERY & CORE RETURN		147.46
225-522444	AUTO VALUE MARSHALL	AIR FILTERS, OIL FILTER		47.96
225-522483	AUTO VALUE MARSHALL	BLACK GLOSS, CLEAR GLOSS		37.57
186654	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 CARPET CLEANING MARSHALL		1,248.00
1322	D&D DIAGNOSTICS LLC	VEHICLE #301 OIL CHANGE		1,410.49
INV77660	DORNBOS SIGN, INC.	STREET SIGNS		118.25
24-12263	ELECTIONSOURCE	ELECTION SUPPLIES & VOTING EQUIPMENT		1,276.00
56804	FLASH SANITATION INC	FARMER'S MARKET PORTABLE TOILET SERVICE		130.00
16881	FREDRICKSON SUPPLY, LL	PART #52300-01-F GUN, WASHD		778.51
4397	HE CLEANS TOO, LLC	FLOOR CLEANER		363.92
3158443502	IDEXX DISTRIBUTION, IN	LAB SUPPLIES		1,612.20
1691644	J HARLEN CO., INC.	SCREWDRIVER SET		85.13
000015227	KELLOGGS REPAIR	3" PUMP ENGINE REPAIR		579.25
2408-515589	LEGG LUMBER	SEALANT, SCREWS		69.90
44692359	LINDE GAS & EQUIPMENT,	CUST NO. 59879658 GASES		166.85
08202024-10020	MARSHALL HARDWARE, LLC	HI FLO REPLACE GAS SPOUT		15.49
08232024-10158	MARSHALL HARDWARE, LLC	WALL MOUNT FILTER		42.98
23-039-14	MCKENNA	BUILDING INSPECTION CONTRACT FOR FORD TH2025.078		106,944.44
1514842	PROSHRED SECURITY	CREDIT MEMO FOR MRLEC OVERFLOW CHARGES		(50.00)
1513546	PROSHRED SECURITY	MRLEC SHRED SERVICES THROUGH 8/19/24		155.00
1164	RIGHT WAY CONTROL SERV	WEED CONTROL (DANDELION TREATMENT IN MED2025.012		1,800.00
11481681	S&P GLOBAL RATINGS	ANALYTICAL SERVICES NE-NIA BOND RATING 2025.080		15,000.00
S013869709.015	STUART C IRBY CO	MATERIALS FOR ELECTRIC LINE EXTENSION TO2024.227		4,073.50
S013818094.001	STUART C IRBY CO	SETI PAD MOUNT DISTRIBUTION TRANSFORMERS2024.149		93,536.00
GRAND TOTAL:				232,578.96

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 09/20/2024 - 09/20/2024
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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
1GQ4-ML4Q-4J7K	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 NAME BADGES		48.70
37308385	APPLIED CAPITAL, LLC	CONTRACT NO. 132-1753516-000 MRLEC COPIE		117.52
269781949209-2024	AT&T	ACCT NO. 269 781-9492 594 7 MARSHALL HOU		389.58
269789901109-2024	AT&T	ACCT NO. 269 789-9011 599 1 MRLEC SEPT 2		360.27
09202024	CALHOUN COUNTY TREASUR	2024 SUMMER DIST AD VALOREM #3		1,421,421.71
09182024	CALHOUN INTERMEDIATE S	2024 SUMMER DIST AD VALOREM #3		437,117.53
09202024	CITY OF MARSHALL	FARMER'S MARKET PETTY CASH REIMBURSEMENT		536.00
206881468833	CONSUMERS ENERGY	ACCT NO. 1000 0033 5602 MARSHALL HOUSE S		283.45
204746255952	CONSUMERS ENERGY	ACCT NO. 1000 9033 6411 AIRPORT SEPTEMBE		16.00
203856376196	CONSUMERS ENERGY	ACCT NO. 1030 1580 0248 FIRE STATION SEP		164.16
204479282922	CONSUMERS ENERGY	ACCT NO. 1000 0916 3435 CITY HALL SEPTEM		134.70
204568280768	CONSUMERS ENERGY	ACCT NO. 1030 1852 1130 MRLEC SEPTEMBER		813.85
202343541442	CONSUMERS ENERGY	ACCT NO. 1030 1852 0884 MRLEC BARN SEPTE		50.32
203055435474	CONSUMERS ENERGY	ACCT NO. 1000 8921 1096 KP FIREPLACE SEP		16.00
204479282924	CONSUMERS ENERGY	ACCT NO. 1000 0916 3971 DPW SEPTEMBER 20		144.94
204568279580	CONSUMERS ENERGY	ACCT NO. 1000 0759 4680 DPW SEPTEMBER 20		29.26
204479282923	CONSUMERS ENERGY	ACCT NO. 1000 0916 3708 WASTE WATER SEPT		16.78
204212329629	CONSUMERS ENERGY	ACCT NO. 1000 0916 3203 WASTE WATER SEPT		16.00
203144450532	CONSUMERS ENERGY	ACCT NO. 1030 1352 1119 WASTE WATER LIFT		19.13
206792578412	CONSUMERS ENERGY	ACCT NO. 1000 7224 3312 WATER SEPTEMBER		69.81
09162024	CORELOGIC CENTRALIZED	2024 SUMMER TAX PRE ADJUSTMENT PARCEL #5		1,030.03
09162024	DELMOTTE, PETER & ANN	ENERGY OPTIMIZATION - AC & THERMOSTAT		275.00
2699	DEWOLF & ASSOCIATES	FTO TRAINING - PATTERSON & KURAS		1,690.00
09132024	DICKINSON, KYLEE	REIMBURSEMENT FOR CITY VEHICLE COOLANT		10.59
09202024	FALCON PARTNERS	FALCON PARTNERS 432 MONROE STREET FIRE E		15,520.00
09/20/2024	GEORGIA MASON	UB refund for account: 3925		60.19
27273424	GRANGER WASTE SERVICES	ACCT NO. 2782490 CITY BUILDINGS WASTE SE		1,165.94
27265569	GRANGER WASTE SERVICES	ACCT NO. 18400290 RESIDENTIAL SEPTEMBER		33,780.95
27231804	GRANGER WASTE SERVICES	ACCT NO. 18422860 CITY BUILDINGS RECYCLI		129.88
2538190	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT FIRE STATION 8/21/24		42.00
09162024	HECOX, ARTHUR	2024 SUMMER TAX PRE ADJUSTMENT		481.73
09182024	KELLOGG COMMUNITY COLL	2024 SUMMER DIST AD VALOREM #3		191,780.67
104455-A	LANSING UNIFORM COMPAN	FIRE UNIFORMS		242.35
09162024	LERETA, LLC	PROPERTY TAX REFUND - OVERPAYMENT		4,581.57
1720997-20240831	LEXISNEXIS RISK DATA M	BILLING ID: 1720997 AUGUST 2024		200.00
09/20/2024	LIVINGSTON, JOSEPH	UB refund for account: 300570014		42.03
09022024	LOWES BUSINESS ACCOUNT	ACCT NO. 821 3023 902596 5 DRIVEWAY SEAL		384.00
09182024	MARSHALL DISTRICT LIBR	2024 SUMMER DIST AD VALOREM #3		225,291.38
09182024	MARSHALL PUBLIC SCHOOL	2024 SUMMER DIST AD VALOREM #3		857,485.38
31790	PRO SERVICES, INC.	WORK ORDER 33973 PLUMBING SERVICE 5/2/24		875.16
31802	PRO SERVICES, INC.	WORK ORDER 34009 PLUMBING SERVICE 5/6/24		267.96
31828	PRO SERVICES, INC.	WORK ORDER 34040 PLUMBING SERVICE 5/9/24		361.18
09032024	QUADIENT FINANCE USA,	ACCT NO. 7900 0440 5582 9307 POSTAGE AUG		3,000.00
Q1486729	QUADIENT LEASING USA,	CUST NO. 01041574 POSTAGE MACHINE LEASE		696.73
24-0166	QUALITY EXCAVATORS INC	6 YARDS GRAVEL		276.00
70652054	ROTO-ROOTER	SERVICE CALL FOR BACKED UP LINE AT POWER		615.49
09012024	SPARTAN STORES, LLC	CUST NO. 021063 REC SUPPLIES/WWTP LAB WA		303.14
761-11222316	STATE OF MICHIGAN	LEAD AND COPPER SAMPLING 2024	2025.085	2,129.00
233	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 9/9/24 - 9/15/24	2025.011	4,761.00
08302024	TRACTOR SUPPLY CREDIT	ACCT NO. 6035 3012 0359 5572 BACKPACK SP		149.99
9972881162	VERIZON WIRELESS	ACCT NO. 987146080-00001 AUG 02 - SEP 01		1,914.04
09192024	WHEATON, JERAMY	BOOT ALLOWANCE - WHEATON, JERAMY		192.49
GRAND TOTAL:				3,211,501.58

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 09/27/2024 - 09/27/2024
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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
1LN1-VTMY-G17H	AMAZON CAPITAL	SERVICE.ACCT NO. A1P4GM99HG1EO2 PEDOMETER		25.98
1KMM-TK4Q-GTWG	AMAZON CAPITAL	SERVICE.ACCT NO. A1P4GM99HG1EO2 POSTER FRAME, PH		39.64
11CR-GWRR-KMPV	AMAZON CAPITAL	SERVICE.ACCT NO. A1P4GM99HG1EO2 SOCCER BALLS		98.92
1QF7-C94C-KC7Q	AMAZON CAPITAL	SERVICE.ACCT NO. A1P4GM99HG1EO2 SOCCER BALLS		197.84
19KF-PKVM-LDYW	AMAZON CAPITAL	SERVICE.ACCT NO. A1P4GM99HG1EO2 SOCCER BALLS		49.73
1G9K-T16C-JNQM	AMAZON CAPITAL	SERVICE.ACCT NO. A1P4GM99HG1EO2 WEB CAMERA		39.87
11CR-GWRR-LLRN	AMAZON CAPITAL	SERVICE.ACCT NO. A1P4GM99HG1EO2 WEB CAMERAS		57.76
1XC9-4P7M-LQV4	AMAZON CAPITAL	SERVICE.ACCT NO. A1P4GM99HG1EO2 WATER FILTERS		76.98
16TV-GLYR-QYGC	AMAZON CAPITAL	SERVICE.BOOT ALLOWANCE - SANDERS, TIM		249.99
1H39-LXX9-7NRP	AMAZON CAPITAL	SERVICE.ACCT NO. A1P4GM99HG1EO2 RETURNED RECORDA		(65.95)
1XPK-QQ7D-LK6L	AMAZON CAPITAL	SERVICE.ACCT NO. A1P4GM99HG1EO2 PLATE COVER		5.99
1N9G-TKHL-M7C9	AMAZON CAPITAL	SERVICE.ACCT NO. A1P4GM99HG1EO2 SCISSORS, CARDST		89.09
1RGK-QYPG-6W3N	AMAZON CAPITAL	SERVICE.ACCT NO. A1P4GM99HG1EO2 OFFICE CHAIR		248.98
1V1X-PV1R-6XK4	AMAZON CAPITAL	SERVICE.ACCT NO. A1P4GM99HG1EO2 NUTS, BOLTS		32.98
1TQK-793X-6M7L	AMAZON CAPITAL	SERVICE.ACCT NO. A1P4GM99HG1EO2 RETURNED UTILITY		(9.50)
1TQK-793X-6M6N	AMAZON CAPITAL	SERVICE.ACCT NO. A1P4GM99HG1EO2 RETURNED UTILITY		(9.51)
1G7V-GQC6-6LMG	AMAZON CAPITAL	SERVICE.ACCT NO. A1P4GM99HG1EO2 LOST PACKAGE		(249.99)
09202024	BURGH DORF, CODY	REIMBURSEMENT TOWARDS UNIFORM ALLOWANCE		79.48
09272024-A	CITY OF MARSHALL	FARMER'S MARKET PETTY CASH REIMBURSEMENT		504.00
314452	CIVICPLUS LLC	CIVICENGAGE ANNUAL FEE 8/25/24 - 8/24/25 2025.098		7,046.56
314613	CIVICPLUS LLC	CIVICCLERK ANNUAL FEE 8/12/24 - 8/11/25 2025.099		3,675.00
313450	CIVICPLUS LLC	SOCIAL MEDIA ARCHIVING SUBSCRIPTION 10/2 2025.100		4,397.40
1478913	CLARK HILL PLC	CLIENT NO. K9950 SERVICES THROUGH 8/31/2		6,388.00
1478914	CLARK HILL PLC	CLIENT NO. K9950 SERVICES THROUGH 8/31/2		1,050.00
09232024	CORELOGIC CENTRALIZED	2024 SUMMER TAX PRE ADJUSTMENT PARCEL #5		1,003.91
INV228671	E.H. WACHS UTILITY PRO	REPLACEMENT SUCTION HOSE & ELBOW	2025.063	1,368.27
09252024	EGNATUK, ALEC	REIMBURSEMENT FOR LIFT STATION PUMP OIL		24.99
9230297237	GRAINGER	CONE HOLDER		31.36
9237835112	GRAINGER	COOLER HOLDER		141.36
2024640	GRP ENGINEERING, INC.	ENGINEERING SERVICES FOR THE MEGASITE CI 2024.261		1,305.00
P34573	MACQUEEN EQUIPMENT, LL	FIREARMOR GLOVES		496.39
09092024CR	MARSHALL COMMUNITY CRE	CREDIT CARD - CHRISTY RAMEY 0075		762.61
09092024COM	MARSHALL COMMUNITY CRE	CREDIT CARD - CITY OF MARSHALL 0668		513.17
09092024DP	MARSHALL COMMUNITY CRE	CREDIT CARD - DEREK PERRY 0601		5.30
09092024EZ	MARSHALL COMMUNITY CRE	CREDIT CARD - ERIC ZUZGA 0627		150.00
09092024FN	MARSHALL COMMUNITY CRE	CREDIT CARD - FIBERNET 0569		960.70
09092024JM	MARSHALL COMMUNITY CRE	CREDIT CARD - JUSTIN MILLER 0593		309.00
09092024KA	MARSHALL COMMUNITY CRE	CREDIT CARD - KRISTOPHER AMBROSE 0635		149.00
09092024JL	MARSHALL COMMUNITY CRE	CREDIT CARD - JOSHUA LANKERD 0577		238.89
09092024MD	MARSHALL COMMUNITY CRE	CREDIT CARD - MARGUERITE DAVENPORT 0018		2,092.84
09092024ME	MARSHALL COMMUNITY CRE	CREDIT CARD - MARTIN ERSKINE 0551		2,182.73
09092024WD	MARSHALL COMMUNITY CRE	CREDIT CARD - WILLIAM DOPP 0536		1,011.94
09162024-A	MCGINTY, HITCH, PERSON	CLIENT NO. 4030.001 SERVICES THROUGH 7/3		11,220.00
09162024-B	MCGINTY, HITCH, PERSON	CLIENT NO. 4030.001 SERVICES THROUGH 8/3		10,480.00
S5420671.001	MEDLER ELECTRIC COMPAN	LITH ECRG RD M6 EXIT UNIT SWITCHABLE		45.61
S5420678.002	MEDLER ELECTRIC COMPAN	2" CONDUIT		279.29
S5420678.003	MEDLER ELECTRIC COMPAN	PVC PARTS, ELECTRICAL TAPE		2,445.64
S5420678.004	MEDLER ELECTRIC COMPAN	2" ELBOW		62.29
S5420678.005	MEDLER ELECTRIC COMPAN	2" ELBOW		124.57
S5420678.006	MEDLER ELECTRIC COMPAN	ELECTRICAL TAPE		145.28
INV-0000006317	METRO WIRELESS	BUSINESS DATA SERVICES - 10 GBPS INTERNE 2024.354		2,500.00
6024221	MPH INDUSTRIES, INC.	RADAR BRACKET		97.85
IN2103614	MUNICIPAL EMERGENCY SE	FIRE UNIFORMS		138.65
IN2105734	MUNICIPAL EMERGENCY SE	FIRE UNIFORMS		92.00
IN2107021	MUNICIPAL EMERGENCY SE	FIRE UNIFORMS		145.35
00199808	PROGRESSIVE COMPANIES,	ACTIVATION ZONE II CONSTRUCTION ENGINEER 2024.328		21,205.75
INV1044353	SERVERMONKEY.COM, LLC	DELL R50 SERVER AS QUOTED IN PROPOSAL #Q 2025.045		6,406.24
155247	SME	CONSTRUCTION TESTING - ACTIVATION ZONE 7 2024.357		4,931.85
7001940698	STAPLES	CUST ACCT # DET 10081052 OFFICE SUPPLIES		584.56
234	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 9/16/24 - 9/22/2 2025.011		3,864.00
INV10348VC3	VC3 INC	ACCT NO. 44996 NETWORK SECURITY RENEWAL		2,900.00
INV10481VC3	VC3 INC	ACCT NO. 44996 MICROSOFT OFFICE 2021 FOR		840.00
INV10590VC3	VC3 INC	ACCT NO. 44996 SSL CERTIFICATE RENEWAL 1		150.00
99599867	WEX BANK	ACCT NO. 0470-00-462076-1 FUEL PURCHASES		11,377.68
6275722	XEROX FINANCIAL SERVIC	CUST NO. 69580 XEROX LEASE 9/4/24 - 10/3		1,836.49
GRAND TOTAL:				118,639.80

ITEM: 12.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
Joshua Lanker, Chief of Police
DATE: October 7, 2024
SUBJECT: **SPECIAL EVENT REQUEST- CHOOSE MARSHALL CHRISTMAS TREE LIGHTING**

Choose Marshall has purchased a 26' artificial tree to be placed in the lawn of the Honolulu House for the holiday season. They would like to hold a lighting ceremony on November 30, 2024 at 6pm. There will be hot cocoa and cookies, performers, and the official lighting of the tree.

The event will require the closure of North Kalamazoo Avenue from the Fountain Circle to West Mansion Street from 5:00 - 7:30 pm. The only other potential city service would be clearing of ice/snow in the event area in the case of inclement weather.

BUDGET IMPACT:

Choose Marshall is a non-profit and is eligible for the \$500 event waiver. Event expenses are currently estimated at \$345, which is below the waiver amount. Any amount exceeding \$500 will be billed to Choose Marshall

RECOMMENDATION:

Approve the Choose Marshall Christmas Tree Lighting Ceremony Special Event Request for November 30, 2024.



City Of Marshall
323 West Michigan Ave
Marshall, MI 49068
Phone: 269.781.5183
Fax: 269.781.2878

Special Events Application

Important: Please fill out each item as completely so that the application can be processed as quickly as possible, without unnecessary delays. Please return the completed, signed application, with any necessary attachments, to the City Clerk's Office, at the address shown above. Special Events must be approved by the City Council, which typically meets twice per month. We recommend submitting your application at least 90 days before your organization wishes to receive approval, to allow time to work through issues with the staff, and to allow for the possibility that the City Council may still see issues that should be addressed before approval.

Applicant Information

Name of Special Event: Choose Marshall Chamber Christmas Tree

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

Mailing/Billing Address: 323 West Michigan Ave

City/State/ZIP Code: Marshall, MI 49068

Business Phone: 269-781-5163 Cell Phone: _____

Email Address(es): pattyw@choosemarshall.com

Event Information

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

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

1. Requested day(s), date(s), and time(s) of the Special Event: Saturday, November 30, 2024

6:00 - 6:30, road closure starts at 5:00 - 7:30pm

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

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

3. Please describe the event(s): The lighting of the Chamber Tree. Community gathers. Hot Cocoa and cookies
Brief announcement of welcome and sponsors. Marshall Choral Society will sing 2 carols and lead group in one more.

4. What is the requested location(s) of the event(s): Honolulu House South Lawn

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

Start and End Locations: North entrance to the Fountain Circle to W. Mansion St. One Block.

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

General

6. Is this event expected to occur again in a future calendar year? Yes^x____ No____
Normal Annual Date? Saturday after Thanksgiving. SHop Small Saturday
7. Have you included a map indicating the location of your event?* Yes ^x____ No^x____
8. Is your event located within the Downtown Development Authority? Yes____ No^x____
9. Does the applicant wish to prohibit vending within the event area? Yes^x____ No____
10. Does the applicant plan to include vending as part of this event?* Yes____ No^x____
11. Will this event include the use of signs? Yes ^x____ No____
12. Will the event require the hanging of a banner? Yes____ No^x____
13. Is the applicant requesting special parking arrangements, such as reserved parking?* Yes____ No^x____

Public Services

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

Public Safety

18. Does the applicant have any special security or safety concerns? Yes^x____ No____
19. Are you requesting assistance from the Police/Fire Departments? Yes^x____ No____
20. Will the event include loud or unusual sounds?
- a. Musicians Yes^x____ No____
 - b. Singers Yes^x____ No____
 - c. Amplified Announcers Yes^x____ No____
 - d. Carnival Rides Yes____ No^x____
 - e. Motor Vehicle Noises Yes____ No^x____
 - f. Other Yes____ No____
21. What are the planned hours for loud or unusual sounds? 5-6pm
22. Will the event include unusual lighting beyond what is normal at that location? Yes^x____ No____

Alcohol Consumption

23. Are alcoholic beverages proposed to be served as part of the event? Yes____ No^x____
24. Will you be utilizing a LLC regulated boundary? Yes____ No^x____
25. Are you using the Social District for outdoor alcohol consumption? Yes____ No ^x____
26. Have all necessary liquor licenses been obtain at the time of this application? None Yes ^x____ No____
27. Does the applicant have any other requests that are not listed in this form? Yes____ No ^y____
28. The applicant is require to provide \$1,000,000 of liability insurance coverage with respect to the event; have you attached a Certificate of Insurance listing the City of Marshall as an additionally insured? Yes ^x____ No____

Questionnaire Explanations

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

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

City will take care

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

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

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

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

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

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

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

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

23.?
24.

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

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

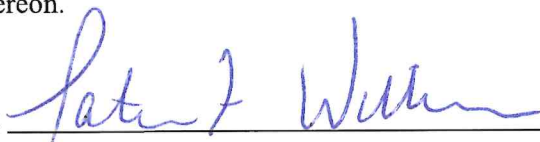
The City of Marshall PROHIBITS any and all painting of any city property, including sidewalk and streets. Events of those persons violating this policy will be canceled and not future event will be allowed.

Continue to next page...

Applicant Signature

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

Applicant Signature: _____



Printed Name: _____

Patricia Williams/James Durian

Date: _____

7.15.2024

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

Special Events Application (cont.)

6. Yes, we expect this event to be an annual event always happening the Saturday after Thanksgiving and before our annual Christmas Parade. Saturday, at 5:30pm

7. See attached

8. No.

9/10. No

11. Yes, a sponsorship banner/sign will be displayed by the tree. Size unsure.???

12. No

13. No

14. Yes. All parties have been notified and coordinated with. Detailed map and Electric Drop form needed

15. Yes. Snow removal and salting of sidewalk/ice removal might be needed. Trash containers needed. Hot Cocoa will be served on KCCU lawn.

16. Yes.

17. No, it is not.

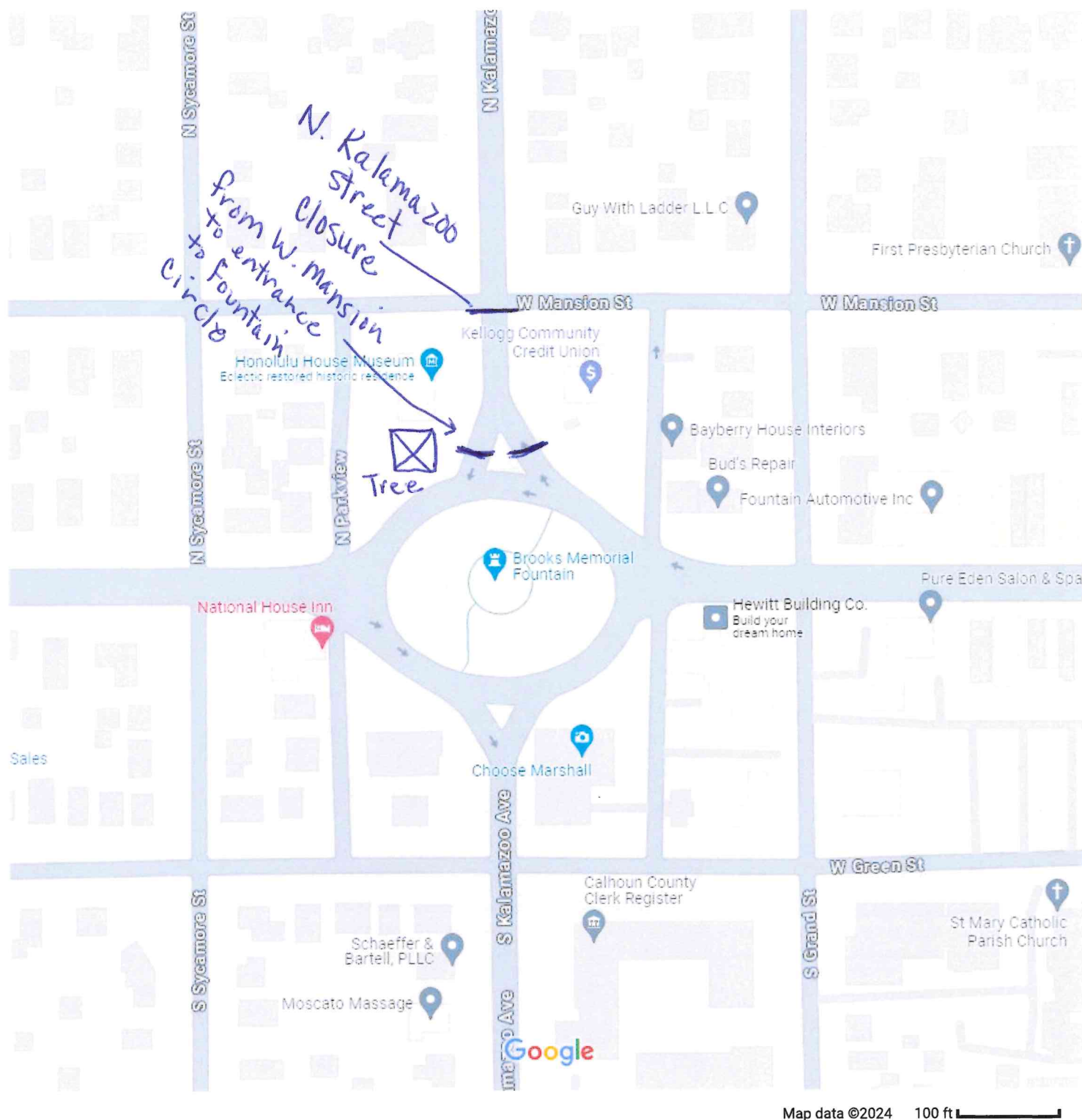
18. Yes. Keeping the crowd safe.

19. Yes. Police, yes. Fire, yes.

20. No.

21. No.

Google Maps



- Severe Weather
postponement?

CITY OF MARSHALL SPECIAL EVENT POLICY

May 2022

In General

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

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

Procedures

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

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

ITEM: 12.B

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
Joshua Lanker, Chief of Police
DATE: October 7, 2024
SUBJECT: SPECIAL EVENT REQUEST- STAGECOACH

A special event request has been submitted for October 26, 2024, by Stagecoach 1838 from 1000 - 2400 hours for a MSU V. U of M viewing party and an evening event featuring a DJ and costume party.

The event is requesting the closure of South Eagle from Michigan Avenue to the south alley drive. The event includes amplified music by a band from 1300 to 2100 hours. The services requested from the city include street closure barricades. The social district will remain in effect during this event.

The applicant is aware that this will coincide with the Children's costume parade.

BUDGET IMPACT:

The event costs will be approximately \$345 and the event sponsor will be invoiced for actual costs incurred following the event.

RECOMMENDATION:

Approve the Stagecoach Special Event Application request for October 26, 2024.

CITY OF MARSHALL

SPECIAL EVENT POLICY

May 2022

In General

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

Procedures

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10. Relevant City staff members will review the application and recommend changes if appropriate. The applicant may amend the application to address these concerns. Before the application is submitted to City Council, relevant staff members will indicate whether they have concerns with the application in its current form.
11. Additional permits and fees may be required for services requested including right-of-way permit, electric drop, and hydrant connections.
12. City staff, prior to council approval, will determine the cost to the City for supporting the event. This cost will be conveyed to the event sponsoring and payment is expected prior to the event date.
13. The City Council will consider the application during an open meeting, and will approve, approve with conditions, or reject the application.

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City Of Marshall
323 West Michigan Ave
Marshall, MI 49068
Phone: 269.781.5183
Fax: 269.781.2878

Special Events Application

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Applicant Information

Name of Special Event: _____

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

Mailing/Billing Address: 201 W Michigan Ave

City/State/ZIP Code: Marshall MI 49014

Business Phone: _____ Cell Phone: _____

Email Address(es): marshallstagecoach@gmail.com

Event Information

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

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

1. Requested day(s), date(s), and time(s) of the Special Event: Saturday October 26th

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

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

3. Please describe the event(s): Day Time out door socail gathering to watch the MSU vs Michigan Game.
Evening there will be a DJ and Costume Party.

4. What is the requested location(s) of the event(s): 201 W Michigan Ave. and Eagle Street East of the Stagecoach.

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

Start and End Locations: Eagle Street from Michigan Avenue South to Green Street.

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

General

6. Is this event expected to occur again in a future calendar year? Yes ☒ No ☐
Normal Annual Date? Date of the Michigan vs MSU Game
7. Have you included a map indicating the location of your event? Yes ☒ No ☐
8. Is your event located within the Downtown Development Authority? Yes ☒ No ☐
9. Does the applicant wish to prohibit vending within the event area? Yes ☐ No ☒
10. Does the applicant plan to include vending as part of this event? Yes ☒ No ☐
11. Will this event include the use of signs? Yes ☒ No ☐
12. Will the event require the hanging of a banner? Yes ☐ No ☒
13. Is the applicant requesting special parking arrangements, such as reserved parking? Yes ☐ No ☒

Public Services

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

Public Safety

18. Does the applicant have any special security or safety concerns? Yes ☒ No ☐
19. Are you requesting assistance from the Police/Fire Departments? Yes ☐ No ☒
20. Will the event include loud or unusual sounds?
- a. Musicians Yes ☒ No ☐
 - b. Singers Yes ☒ No ☐
 - c. Amplified Announcers Yes ☒ No ☐
 - d. Carnival Rides Yes ☐ No ☒
 - e. Motor Vehicle Noises Yes ☐ No ☒
 - f. Other DJ Music Yes ☒ No ☐
21. What are the planned hours for loud or unusual sounds? 11:00am to 12:00am
22. Will the event include unusual lighting beyond what is normal at that location? Yes ☐ No ☒

Alcohol Consumption

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

Questionnaire Explanations

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

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

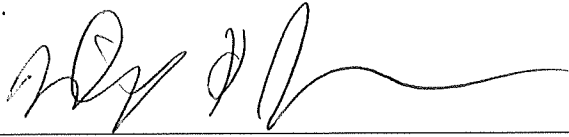
The City of Marshall PROHIBITS any and all painting of any city property, including sidewalk and streets. Events of those persons violating this policy will be canceled and not future event will be allowed.

Continue to next page...

Applicant Signature

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

Applicant Signature: _____

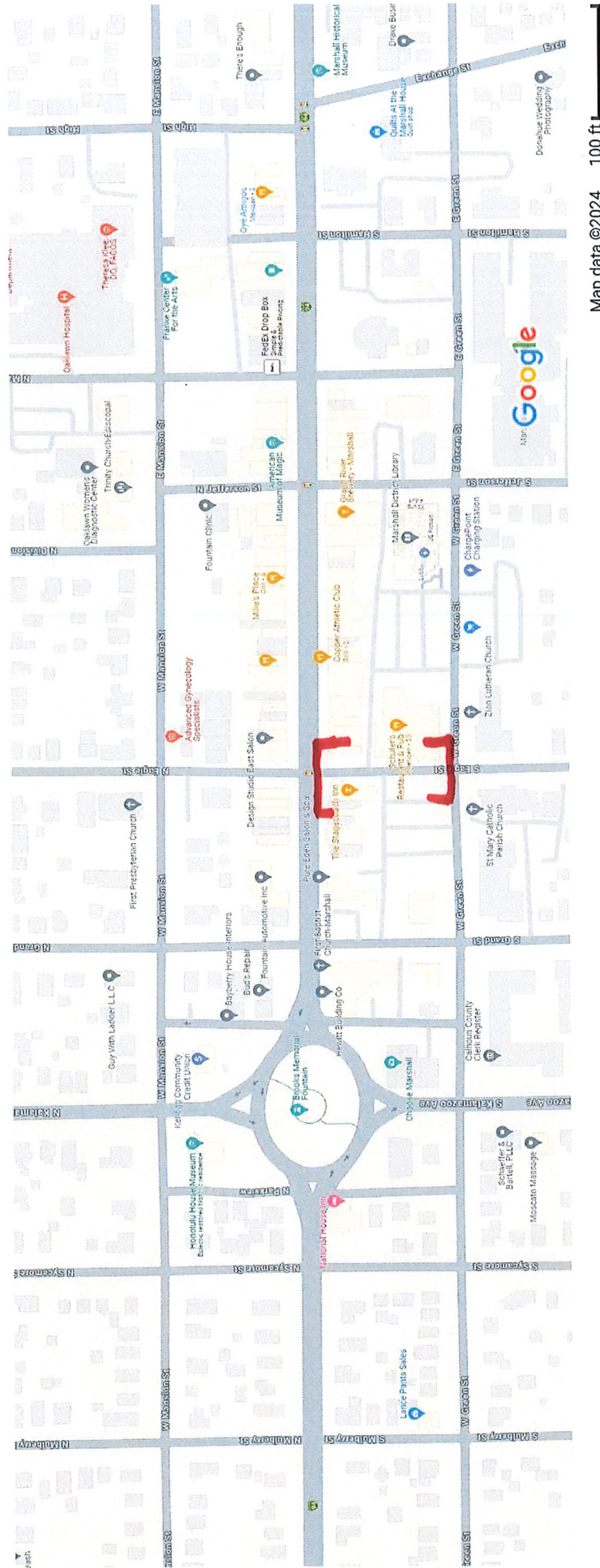


8-5-25

Printed Name: **Michael H. Johnson**Date: **8/5/25**

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

N Eagle St



Map data ©2024 100 ft



N Eagle St

ITEM: 12.C

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
DATE: October 7, 2024
SUBJECT: 2023 PLANNING COMMISSION ANNUAL REPORT

The Michigan Planning Enabling Act states that a Planning Commission shall make an annual written report to the legislative body concerning its operations and the status of planning activities, including recommendations regarding actions by the legislative body related to planning and development.

At the September meeting of the Planning Commission, they reviewed the 2023 annual report and directed it be sent to the City Council for their review.

BUDGET IMPACT:
None.

RECOMMENDATION:
Receive the Planning Commission, Joint Planning Commission and Zoning Board of Appeals 2023 Annual Report.



**DEPARTMENT OF COMMUNITY SERVICES
2023 ANNUAL REPORT FOR THE
PLANNING COMMISSION, JOINT PLANNING COMMISSION,
AND ZONING BOARD OF APPEALS**

Submitted by Eric Zuzga, Director of Community Services

August 15, 2024

Introduction

The [Michigan Planning Enabling Act](#) (MPEA) allows for the establishment of local Planning Commissions, master plans, and other associated activities. The City of Marshall's Planning Commission is established in local ordinance 151.02 and consists of nine (9) members. The Planning Commission is responsible for:

- Developing the community's master plan which provides a framework for orderly growth and redevelopment.
- Creating a zoning ordinance to translate master planning goals to land use regulations.
- Reviewing and approving development requests (site plans and special land uses)
- Drafting a capital improvements plan
- Studying special topics or conducting other special projects as requested by the governing body

This report contains a record of the Department of Community Service's activity over the past year. Highlights of the commission's work include:

- Creation of a new zoning district for major industrial sites
- Nine (9) Site Plan Approvals
- Four (4) Property Rezoning
- Two (2) Special Land Use Approvals
- Two (2) Dimensional and three (3) Use Variances
- Preparing for the Master Plan Process

Membership

Planning Commission members for this reporting period were:

Name	Meetings Attended	Member Since	Term Expires	Voting Member
Tim Banfield, Chair	6/7	9/1/2000	11/1/2024	Yes
Lisa McNiff	5/7	10/7/13	11/1/2025	Yes
Julie Burke Smith	4/7	12/7/2009	12/13/2022	Yes
Jim Zuck	2/7	5/21/2012	11/1/2025	Yes
Tim Fitzgerald	7/7	10/18/2021	11/1/2024	Yes
Ian Stewart	1/1	11/20/2023	11/1/2026	Yes
Chris Longyear	4/7	11/1/2021	11/1/2024	Yes
Carter Bright	1/1	11/20/2023	11/1/2026	Yes
Christine Zuzga	3/6	10/19/2020	11/1/2023	Yes
Stephanie Hall	5/6	11/16/2020	11/1/2023	Yes
Katy Reed	5/6	10/21/2019	11/1/2023	Yes
Scott Wolfersberger, Ex Officio	N/A	N/A	N/A	No

Hall, Reed, and Zuzga did not seek re-appointment to the Planning Commission. Bright and Stewart were appointed to fill two of these positions.

Joint Planning Commission

The Joint Planning Commission reviews and advises the City Council on matters like site plans for new developments and zoning issues on properties that have been transferred into the City via PA 425 agreement. This board has 6 regular members, 3 city and 3 township, appointed from the respective Planning Commissions.

Name	Meetings Attended	Represents
Tim Banfield, Chair	3/3	City
Katy Reed	2/3	City
Julie Burke Smith	3/3	City
Tim Fitzgerald, Alternate	1/3	City
Robert Lyng	3/3	Township
Phyllis Gresley	3/3	Township
Kevin Hoffman	2/3	Township
Joanna Johnson, Alternate	1/3	Township

Hoffman recused himself from a meeting due to a conflict of interest and Reed's term expired prior to the November meeting.

Zoning Board of Appeals (ZBA)

The ZBA hears requests for variances from the ordinance when a request has been denied by the Planning & Zoning Administrator or Building Official. This board of 5 regular members, plus 2 alternate members, is made up of local volunteers with various backgrounds, especially in law.

Name	Meetings Attended	Term Expires	Voting Member
Justin Fisher-Short, Chair	3/3	3/10/2027	Yes
Russ Byrne	2/3	3/10/2027	Yes
Arthur Hill	3/3	3/10/2025	Yes
Jeff Karns	3/3	3/10/2025	Yes
Jeff Daily	2/3	3/10/2026	Yes
Scott Wolfersberger	3/3	3/10/2027	Yes

Daily resigned from the ZBA prior to the December meeting.

Meetings

The MPEA requires that local Planning Commissions meet at least four times a year. The City of Marshall's Planning Commission meets on the second Wednesday of the month and held seven (7) meetings during the year. A summary of meeting activity is below:

Meeting Date	Summary
January 11	New Zoning District Creation, One Rezoning, 2023-2024 CIP Approval
February 8	Two Site Plan Reviews
April 12	One Special Land Use and Site Plan Review, Potential Zoning Ordinance Changes in B-4 Zoning, Master Plan RFP Discussion
June 14	One Special Land Use and Site Plan Review
July 12	One Site Plan Review
September 13	Three Site Plan Reviews, Two Rezonings
December 13	2024-2025 CIP Approval, Site Plan Review

The Joint Planning Commission meets on the second Tuesday of the month and is held as needed. A summary of meeting activity is below:

Meeting Date	Summary
April 25	Ford Blue Oval Battery Plant Rezoning
September 12	Rezoning on West Hughes
November 14	Tractor Supply Site Plan

The Zoning Board of Appeals meets on the third Thursday of the month and is held as needed. A summary of meeting activity is below:

Meeting Date	Summary
January 19	Two Dimensional Variances
March 16	One Dimensional and One Use Variance
December 14	Use Variance

Master Plan Status

The Planning Commission is responsible for regularly reviewing and updating the master plan to ensure it continues to be relevant to the community's needs. The community's current master plan [2015 City Master Plan](#) was adopted on June 10, 2015. The MPEA requires a formal review (and update or reaffirmation) to occur at least every five years. The Planning Commission formally reviewed the Master Plan in 2020 and reaffirmed that it was still relevant for the City with the intention to update the Master Plan following the retirement of the City Manager and the current Mayor deciding not to run for re-election in 2022. We intend to issue an RFP and update the Master Plan in 2024/2025.

In addition to the MPEA-required five-year review, the community's efforts to maintain alignment with the [Redevelopment Ready Communities](#) Best Practices includes annual progress assessments to determine if the community is on track for meeting the plan's goals and actions. The following is a table of actions planned for 2024 or currently underway.

#	Goal	Action Item	Lead	Target	Status
1.B.1	Maintain Character of Community	Identify the specific uses the City finds appropriate for historic buildings in areas of the NHLD	Community Services/ MAEDA	2023-2024	Multiple projects In progress
2.B.1	High Standards for Aesthetics & Design	Consider developing a W. Michigan Corridor Plan to provide detailed recommendations for development and redevelopment, including streetscape enhancements and access management improvements	Public Services	2025	Discussion as part of Master Plan update
2.C.1	High Standards for Aesthetics & Design	Continue to promote façade and building improvements and encourage renovation and restoration of Downtown buildings.	DDA	2023-2025	Ongoing, Façade program reinvigorated
3.A.3	Housing	Review and amend, if necessary, existing blight and property maintenance ordinances and improve enforcement efforts throughout the City's neighborhoods.	Police, Building Dept	2025	Police assigned code. Building Dept to explore enforcement options

3.D. 1-3	Housing	Promote Upper story Downtown Building Renovations for housing- including funding	Community Services/ MAEDA	2023-2026	Ongoing
4.A.1	Commercial Center	Identify Priority Redevelopment Sites for RRC	MAEDA/Council	2024-2025	Initial work done, to include in Master Plan update
4.D.2	Commercial Center	Attract New Businesses to Marshall	MAEDA/MEDC/ City staff	2023-2026	Ford project announced, 2 new banks approved, other development in progress
5.A.1	Employment Base	Review and amend, where applicable the zoning ordinance to permit growth industries such as industrial greenhouse uses, food production facilities, and other manufacturing and technology industries	Community Services	2023	New I-3 District Created for MAJOR Campus
7.A,1	Transportation	Develop a comprehensive non-motorized transportation plan	Public Services, Community Services	2024	Included in Master Plan RFP

Zoning Ordinance Amendments & Rezoning

Zoning is the legal mechanism which turns planning goals into reality via development regulations. It is imperative that a community maintain an up-to-date zoning ordinance which aligns with those goals and addresses emerging trends. Throughout the year, the Planning Commission discussed the following amendments:

Topic	Summary	Status
Major Industrial Sites Zoning District (I-3)	The commission drafted a proposed ordinance which provides for special development districts for unique reasons of considerable size, intensity of use or other conditions not typical in other zoning districts.	Recommended: Yes Adopted by Council: Yes
B-4 Zoning Changes	Staff suggested raising the maximum building height in the B-4 District to allow for four story hotels. PC suggested that the idea be studied more and surrounding residential areas protected	Recommended: No Adopted by Council: No

The Planning Commission and Joint Planning Commission are also responsible for making recommendations on rezoning requests. Such requests must align with the master plan's future land use map or acknowledge there have been changes since the last master plan was approved.

Address	Existing Zoning	Requested Rezoning	Planning Rec.	Council Decision
211 Spruce Street	Research & Technology (I-1)	Regional Commercial (B-4)	Yes	Yes
13700 West Michigan	Township Zoning	Industrial & Manufacturing Complex (I-3)	No	Yes
913 Industrial Drive	Residential Estate (R-1)	Multiple Family Residential (MFRD)	Yes	Yes
14555 18 ½ Mile Road	Suburban Residential (R-2)	Public/Semi-Public Services (PSP)	Yes	Yes
West Hughes	Township Zoning	Multiple Family Residential (MFRD)	Yes	Yes

Site Plan Reviews & Variances

Site plan review is a primary role of the Planning Commission and Joint Planning Commission and helps ensure that new development in the community aligns with the zoning ordinance requirements. Prior to Planning Commission review, staff conducts an internal review process as well. When needed, variances are considered by the Zoning Board of Appeals.

Project Type	Location	Description	Status
Site Plan Review	106 Winston Park Drive	New American 1 Credit Union facility	Approved by Planning

			Commission on February 8
Site Plan Review	211 West Spruce Street	New event center (Millhaven)	Approved by Planning Commission on February 8
Site Plan Review	421/423 Mitchell Street	New Self-Storage Facility	Approved by Planning Commission on April 12
Site Plan Review	902/1102 West Hanover Street	New Self-Storage Facility	Approved by Planning Commission on June 14
Site Plan Review	1111 Arms Street	New Marshall Tire facility	Approved by Planning Commission on July 12
Site Plan Review	14555 18 ½ Mile Road	Expansion of County Juvenile Facility	Approved by Planning Commission on September 13
Site Plan Review	14555 18 ½ Mile Road	Solar Field Addition at County Juvenile Facility	Approved by Planning Commission on September 13
Site Plan Review	1114 West Michigan Avenue	New Consumers Credit Union Facility	Approved by Planning Commission on December 13
Site Plan Review	15859 West Michigan Avenue	New Tractor Supply Store in 1/3 of a former Kmart Building	Approved by Joint Planning Commission on November 14
Special Land Use	421/423 Mitchell Street	New Self-Storage Facility	Approved by Council (PC Rec: Approve) on April 17
Special Land Use	902/1102 West Hanover Street	New Self-Storage Facility	Approved by Council (PC Rec: Approve) on July 17

Use Variance	302 North Madison Street	Use of residential home as a construction office for Oaklawn projects	Approved by ZBA on March 16
Use Variance	1114 West Michigan Avenue	Allow a drive-through at a new bank	Approved by ZBA on December 14
Dimensional Variance	115 South Eagle Street	Request for a larger projecting sign	Approved by ZBA on March 16
Dimensional Variance	423 Mitchell Street	Setback reductions and parking deferment for a self-storage facility	Approved by ZBA on January 19
Dimensional Variance	1102 West Hanover Street	Setback reductions for a self-storage facility	Approved by ZBA on January 19

Public Engagement Summary

Redevelopment Ready Communities Best Practice 1.4 includes an annual summary of public engagement activity in the community, guided by the community's goals and tools outlined in an adopted public participation plan; City of Marshall's [Community Engagement Statement](#) was adopted in 2015.

Highlight from the past year include:

- Public hearing for the creation of the I-3 Zoning District
- Public hearing at Planning Commission (or Joint Planning Commission) and City Council on five (5) Rezoning Requests.
- Public hearing at Planning Commission and City Council on the two (2) Special Land Use Requests
- Public hearing at Zoning Board of Appeals on five (5) Variance Requests

Training Update

Redevelopment Ready Communities Best Practice 4.6 supports the creation of training plans for community officials. Training is essential to providing the community with the tools needed to achieve local goals. The development of a training plan for each board is in process and will be adopted in 2024. The Planning Commission planned an orientation and training session in January 2024.

Economic Development Plan Status

In 2016, the city adopted an Economic Development Plan as part of its efforts to meet RRC certification. In addition to the Master Plan required five-year review, the community's efforts to maintain alignment with the Redevelopment Ready Communities Best Practices includes annual progress assessments to determine if the city is on track to meet the Economic Development Plan's goals and actions. The following is a table of actions planned for 2024 or currently underway.

#	Goal	Action Item	Lead	Target	Status
1	Expanded Utilities to Strategic Locations	Expansion of utilities to serve Ford/MAJOR Campus	MAEDA/Public Services/Community Services	2026	Extension underway for new Ford facility
2	Tax Base Increase due to housing	Housing Market Analysis	Community Services	2024	Updated Housing Market Analysis Underway
2	Tax Base Increase due to housing	New Diverse Housing added	Community Services/MAEDA	2025	Multiple Projects In-Progress
4	Fiber	Fiber to the Premises	Fibernet	2023	Fiber is available to all properties in City
7	River District	Increasing connectivity between downtown and River District	MAEDA	2025	In-Progress, expanded Christmas decorations to River District, exploring funding for additional projects

In Closing & Looking Forward

The Planning Commission had a busy year with the announcement of the Ford Blue Oval Battery Park and development associated with that project.

Looking forward to 2024, the Planning Commission aims to accomplish the following:

- Beginning the master plan update
- Update the B-4 and FS Districts to allow for greater building height
- Review and update the sign ordinance
- Providing training opportunities for board members.
- Update the Community Engagement Strategy
- Update their Rules of Procedure
- Complete Redevelopment Ready Communities Recertification
- Update B-4 District to allow Drive-Throughs at Financial Institutions

ITEM: 12.D

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Joshua Lankerd, Chief of Police
DATE: October 7, 2024
SUBJECT: **VERSATERM COMMUNITY ENGAGEMENT SOFTWARE CONTRACT**

The Marshall Police Department set a goal of implementing a community engagement software platform as part of our 2024 action plan. We received a quote last year from SPIDR Tech (Versaterm) and budgeted the project in the 2024-2025 Budget, which included anticipated revenues from a potential grant. We submitted and received a \$9,924 grant for the project through the Marshall Community Foundation which was awarded in July. We worked with the City Attorney Revore and our Insurance Carrier Tokio Marine to review and update the contract.

The SPIDR tech (Versaterm) software automates and enhances police interactions with citizens. The software sends customized text messages and/or emails to 911 callers, providing resource connections and information, response and case status updates, and a customer service survey. The Marshall Police Department is very excited to move this program forward as it will help connect citizens to resources and provide increased citizen engagement to assist in improving police services.

Each step of this project has been approved by council including the annual action plan, budget, and grant submission. The final step of the project is the approval of the contract.

BUDGET IMPACT:

The initial cost of the project is \$9,924. This funding is offset by a Momentum Grant from the Marshall Community Foundation. The annual renewal cost of \$7,524 will be budgeted in the police operations budget.

RECOMMENDATION:

Approve the Community Engagement Software contract with Versaterm and authorize the City Manager and City Clerk to sign the necessary documents.

ITEM: 12.E

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
DATE: October 7, 2024
SUBJECT: **R1-6 SIGNS - SIGNATORY RESOLUTION**
MDOT CONTRACT 24-5402

As the City Council is well aware, making pedestrian improvements has been a priority of the City as we construct new neighborhoods, pave streets and update existing public areas, such as the Activation Zone project. One area of ongoing concern has been the difficulty of pedestrians attempting to cross Michigan Avenue to access the Brooks Memorial Fountain Park safely. Most recently, we partnered with MDOT, as Michigan Avenue is a State Trunkline Route, and they installed new signage to bring attention to the four pedestrian crosswalks that provide access across the traffic circle. While these signs have been helpful, the need for greater driver awareness continues to be an issue for safety for both drivers and pedestrians.

To that end, we have requested the opportunity to purchase and place additional signage to remind drivers of the need to yield to pedestrians within the crosswalk at all four crosswalks around the traffic circle. MDOT is agreeable, but they require a contract and permit prior to their placement. These signs would be placed by City staff each year on April 1 and be removed on November 1 to aid in snow removal operations and prevent damage.

To proceed with the project, we are recommending that the City Council approve Resolution 2024-26.

BUDGET IMPACT:

The cost of a single R1-6 (Yield to Pedestrian in Crosswalk) sign with base is \$650.00.

RECOMMENDATION:

Approve Resolution 2024-26, A Resolution to Authorize Signatories for MDOT Contract No. 24-5402 and authorize the City Manager and City Clerk to sign the necessary documents.

**CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2024-26**

**A RESOLUTION TO AUTHORIZE SIGNTORIES
FOR MDOT CONTRACT NO. 24-5402**

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

PRESENT:

ABSENT:

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

WHEREAS, the City of Marshall wishes to enter into an agreement with the Michigan Department of Transportation (MDOT); and

WHEREAS, this agreement is known as MDOT Contract No. 24-5402; and

WHEREAS, the terms of this agreement require passage of a resolution authorizing official signatories; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL hereby authorizes the Marshall City Manager, Derek N. Perry and City Clerk Michelle Eubank to sign MDOT Contract No. 24-5402, as well as any supporting documents that include necessary certifications and assurances.

Resolution declared adopted this 7th day of October 2024.

Michelle Eubank, City Clerk

I, Michelle Eubank, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on October 7, 2024 and that the said meeting was conducted and that the minutes of the meeting were kept and will be or have been made available.

Michelle Eubank, City Clerk

PERMIT
SPECIAL TRUNKLINE
MAINTENANCE

DA	
Control Section	13042; 13044
Permit Reference Number	105319
Contract	24-5402

THIS Contract is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MARSHALL, a Michigan municipal corporation, hereinafter referred to as the "AGENCY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the maintenance and operation of in-roadway signing installed by the AGENCY.

WITNESSETH:

WHEREAS, the AGENCY is proposing the installation of R1-6 (Yield to Pedestrian in Crosswalk) within the trunkline roadway right-of-way (ROW); and

WHEREAS, the DEPARTMENT has determined it to be acceptable to have the AGENCY construct the proposed work which is hereinafter referred to as the "PROJECT" and are further described and located as follows:

In-roadway signing within the traffic circle along Highway I-94 BL (Michigan Avenue) at Kalamazoo Avenue, in the City of Marshall; together with necessary related work; and

WHEREAS, the AGENCY will be responsible for the entire cost of the PROJECT; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and the maintenance and operation of the facility to be constructed as the PROJECT and desire to set forth this understanding in the form of a written Contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The AGENCY will construct the PROJECT at no cost to the DEPARTMENT.
2. The AGENCY shall cause to be performed all the PROJECT work as defined in the permit obtained from the DEPARTMENT. It is understood that portions or all of the PROJECT work will be placed under contract by the AGENCY. The performance of the PROJECT work will be subject to the conditions established in PERMIT REFERENCE NUMBER 105319.

3. Upon completion of construction, the AGENCY will, at its sole cost and expense, inspect, maintain and operate the facility constructed as the PROJECT in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction. All future maintenance activities will require a ROW construction permit from the DEPARTMENT. The AGENCY shall conform with all DEPARTMENT permit requirements for any work to be performed within the state trunkline ROW. As built plans will be provided to the DEPARTMENT'S Marshall Transportation Service Center.

- A. The AGENCY agrees that the PROJECT location will be maintained so as to assure that any Trunkline facilities, structures and the area within the Trunkline ROW boundaries will be kept in good condition, both as to safety and appearance. All unauthorized drawings, graffiti and vandalism shall be removed by the AGENCY at no cost the DEPARTMENT. The maintenance of the facilities by the AGENCY will be accomplished in a manner so as not to cause interference with the reconstruction, maintenance or operation of the Trunkline facility and ROW. In-roadway signs shall be installed no earlier than April 1st and removed no later than November 1st each year.
- B. The DEPARTMENT reserves the right to enter the PROJECT location for the purpose of inspection, maintenance or reconstruction of the Trunkline facility when necessary. Additionally, the DEPARTMENT reserves the right to access the PROJECT location as deemed necessary for inspection relating to the DEPARTMENT'S interests. Such inspections are made for the DEPARTMENT'S own purposes and shall not relieve AGENCY of its duties and obligations under the terms of this Contract. Any deficiencies discovered will be corrected or repaired by the AGENCY at no cost to the DEPARTMENT.
- C. Prior to occupancy and/or use of the PROJECT location, the DEPARTMENT will inspect and approve the construction of the PROJECT.

4. The parties hereto agree to comply with all applicable requirements of the Natural Resources and Environmental Protection Act, 1994 P.A., 451, MCL 324.01 et. Seq. for all PROJECT work performed under this Contract and future maintenance work, and the AGENCY shall require its contractors and subcontractors to comply with the same.

5. The AGENCY will not store, allow the storage of or discharge of any radioactive, toxic, flammable, poisonous, explosive or other dangerous, hazardous materials, or waste on the said premises. In addition, the AGENCY will not permit objectionable smoke, fumes, vapors, or

odors to rise above the grade line of the Trunkline. No signs, displays or devices may be erected on the ROW for the PROJECT unless specified herein or approved by the DEPARTMENT.

6. It is expressly understood and agreed that in case of non-performance of any of the covenants herein made by the AGENCY and after said AGENCY has been furnished written notice of same by the DEPARTMENT and has been granted a reasonable period of time as determined by the DEPARTMENT for performance or correction thereof, this Contract shall be terminated and said AGENCY shall lose and be barred from all rights, remedies, and actions both at law and in equity upon or under this Contract.

7. It is expressly understood that use of the trunkline ROW is subject to the paramount right of the DEPARTMENT and that upon a determination by the DEPARTMENT that such ROW is required for the construction, operation, and/or maintenance of any present or proposed trunkline or trunkline use, this Contract may be terminated at the discretion of the DEPARTMENT and the facility constructed as the PROJECT may be removed without reimbursement to the AGENCY.

8. Upon termination of this Contract, the AGENCY will peacefully yield up said PROJECT in as good order and condition as when delivered to the AGENCY at no cost to the DEPARTMENT. In the event this Contract is terminated and if the DEPARTMENT deems it necessary to request the removal of any facility occupying the premises, such removal shall be accomplished by the AGENCY in a manner as prescribed by the DEPARTMENT, at no cost to the DEPARTMENT or the Federal Highway Administration.

9. Any removal or modification of the facilities of the AGENCY, when necessary for Trunkline purposes, shall be performed by the AGENCY at no cost to the DEPARTMENT. Upon failure to so perform, the DEPARTMENT at its discretion may perform such work at the cost of the AGENCY or terminate this Contract.

10. The AGENCY recognizes and acknowledges that private and/or public utility companies may require the modification of the AGENCY'S facilities and it shall cooperate with the utility when requested by the DEPARTMENT at no cost to the DEPARTMENT, or interference with the Trunkline ROW and Trunkline facility.

11. It is understood that if the AGENCY discontinues, abandons or changes the usage of the PROJECT ROW, then this Contract shall be terminated and the DEPARTMENT shall have the right to immediately remove the facility constructed as the PROJECT without reimbursement to the AGENCY.

12. Each party to this Contract will remain responsive for any and all claims arising out of its own acts and/or omissions during the performance of the Contract, as provided by this Contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This Contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this Contract.

13. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the AGENCY and for the DEPARTMENT and upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the AGENCY, a certified copy of which resolution shall be attached to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF MARSHALL

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title





ITEM: 12.F

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
DATE: October 7, 2024
SUBJECT: **MDOT TRUNKLINE CONTRACT**

The State of Michigan Department of Transportation (MDOT) owns, operates, and maintains state trunklines throughout the State. Locally, portions of Michigan Avenue, West Drive, Industrial Road, and South Kalamazoo Avenue are Business Loop 94 and Michigan Route 227 trunklines. MDOT contracts with the City of Marshall for maintenance of the trunklines within our City boundary. In Marshall, the contracted maintenance area is:

1. Michigan Avenue between Kalamazoo Avenue and 870 West Michigan Ave.
2. West Drive between Industrial Road and Michigan Ave.
3. Industrial Road between West Drive and South Kalamazoo Avenue.
4. South Kalamazoo Avenue between Industrial Road and Woolley Drive.

The maintenance contract between the City of Marshall and MDOT is in need of renewal. In order to execute the next contract, which is good through September 2029, Resolution #2024-27 needs to be approved. Once authorized, the resolution is sent to MDOT and the contract is sent to the City for authorization by the City Manager.

The contract identifies Director of Public Services Marguerite Davenport as the administrator and Department of Public Works Superintendent Phil Smith as the Highway Maintenance Foreman.

BUDGET IMPACT:

The revenue and expenses associated with trunkline maintenance have been budgeted in the major street fund for the current fiscal year.

RECOMMENDATION:

Approve Resolution 2024-27, A Resolution to Authorize the MDOT Trunkline Maintenance Contract and authorize the City Manager and City Clerk to sign the necessary documents.

**CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2024-27**

**A RESOLUTION TO AUTHORIZE THE MDOT TRUNKLINE MAINTENANCE
CONTRACT**

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

PRESENT:

ABSENT:

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

WHEREAS, the City Council of the City of Marshall has reviewed attached Contract #2024-0356 with the Michigan Department of Transportation for State Trunkline Maintenance; and

WHEREAS, the City Council agrees to utilize the personnel, equipment, and facilities to maintain the state trunkline highways and provide the services required under the terms of the contract; and

WHEREAS, the term of the contract is for October 1, 2024, to September 30, 2029; and

WHEREAS, the City Council authorizes a single signatory on reporting submitted to the Michigan Department of Transportation; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL hereby authorizes City Manager Derek N. Perry, to sign contract 2024-0356 with the Michigan Department of Transportation for State Trunkline Maintenance.

Resolution declared adopted this 7th day of October 2024.

Michelle Eubank, City Clerk

I, Michelle Eubank, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on October 7, 2024 and that the said meeting was conducted and that the minutes of the meeting were kept and will be or have been made available.

Michelle Eubank, City Clerk

MICHIGAN DEPARTMENT OF TRANSPORTATION
STATE TRUNKLINE MAINTENANCE CONTRACT
CITY OF MARSHALL

This Contract made and entered into by and between the Michigan Department of Transportation (MDOT), and the City of Marshall, a Michigan municipal corporation (Municipality).

RECITALS:

MDOT is authorized by 1925 PA 17 Section 2, MCL 250.62 to contract with the Municipality for the construction, improvement, or maintenance of state trunkline highways and appurtenant facilities. MDOT, subject to the approval of the State Administrative Board; and

MDOT has affirmatively found that contracting with this Municipality for the maintenance of state trunkline highways and bridges within its contract area, is in the best public interest; and

MDOT has so advised the State Transportation Commission and the Appropriations Committees of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11c, MCL 247.661c; and

The parties agree as follows:

SECTION 1. SCOPE OF WORK

- A. Services Provided: For the term of this Contract, the Municipality agrees to maintain the state trunk line highways and, if applicable, appurtenant facilities within the Contract Area by performing maintenance work. Maintenance work will be performed under the direction of the Region Engineer of MDOT or a designee of the Region Engineer, acting under the general direction of the Engineer of Transportation Systems Management and Operations (TSMO) of MDOT. Work performed under this Contract will be performed in accordance with accepted maintenance practices and/or specifications provided by MDOT as identified in a written Letter of Understanding. For maintenance work not covered by the Field Activity Budget, a Transportation Work Authorization (TWA) will be issued by the Region Engineer.
1. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the Municipality. The letter shall remain in effect until either replaced or modified by the Region Engineer and

approved by the Municipality. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes. Attachment G (Municipality Firm Unit Prices) and H (Municipality Snow Hauling Calculation Form) will be attached to the Letter of Understanding.

2. The executed Letter of Understanding and all subsequent approved revisions thereto, are incorporated herein by reference as if the same were repeated in full herein.
 3. If the Municipality is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the Municipality will immediately notify MDOT. MDOT will work with the Municipality to ensure that the services defined in the Letter of Understanding are performed.
 4. The Municipality and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic systems (ITS). All such work will be listed in the Letter of Understanding, as set forth in Appendix F, included in the line item budget and defined in a supplemental scope.
 5. The Municipality shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.
 6. The Municipality and MDOT may enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.
- B. Specifications and Performance: The Municipality will provide personnel, equipment, materials, and facilities to perform the maintenance work under the terms of this Contract in a manner consistent with MDOT's established guidelines for winter and non-winter maintenance activities.

The Municipality shall perform all maintenance work under this Contract in accordance with accepted maintenance practices and/or specifications provided by MDOT and in accordance with the approved Budget and annual Work Plan.

When MDOT recognizes that a certain maintenance activity, is not in compliance with accepted maintenance practices and/or specifications, it will, within sixty (60) days of the billing of work, issue a written notice to the Municipality. Upon issuance of the first written notice, MDOT will work with the Municipality to develop a corrective action plan. Once

both MDOT and the Municipality are satisfied with the corrective action plan, MDOT and the Municipality will approve the plan for implementation. MDOT will reimburse the Municipality for the cost of the non-compliant work. Once the corrective work is completed in accordance with the corrective action plan, the Municipality will submit the cost for the corrective work for full reimbursement by MDOT. The Municipality agrees that if corrective work is not in accordance with the corrective action plan, the Municipality will not invoice MDOT for the non-compliant corrective work.

If MDOT determines that the corrective work is not in compliance with the corrective action plan, within thirty (30) days it will issue a second written notice to the Municipality describing the unacceptable corrective work, the reason for rejection, and include a written copy of MDOT's maintenance practices and/or specifications, if applicable. Work not meeting the corrective action plan will be corrected by the Municipality in accordance with the second written notice and the previously approved corrective action plan, without additional charge to MDOT. If MDOT, upon completion of the Municipality's second attempt to correct the non-compliant work, determines that the work is still not in compliance, MDOT will have the non-compliant work corrected by other means at MDOT's expense and the Municipality will reimburse MDOT for such expense through Maintenance Local Agency Payment System (MLAP). If there is a disagreement between MDOT and the Municipality regarding whether or not the corrective work meets MDOT's maintenance practices and/or specifications, the Municipality may request the Dispute Resolution Process as outlined in Section 26.

- C. Permits: At the request of the Region Engineer, the Municipality may agree to inspect work performed by permit or otherwise assist MDOT with permits. In such event:
1. MDOT will require all Permit Applicants to "save harmless" the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, and the Municipality, their officials, agents, and employees, against any and all claims for damages arising from operations covered by the permit as a condition of all permits issued by MDOT.
 2. MDOT will further require Permit Applicants to provide Commercial general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X (Explosion), C (Collapse), & U (Underground), and a contractor's protective liability policy with a blasting endorsement when blasting is involved, or Commercial general liability insurance which includes all the above, naming as additional parties insured on all such policies, the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, the Municipality their officials, agents, and employees. The Permit Applicant will provide written proof of the insurance to MDOT. MDOT may waive this requirement for permits issued to governmental entities or public utilities.

3. The amounts of such insurance will be no less than:

Commercial General Liability Insurance:

The minimum limits shall be \$1,000,000 each occurrence and \$2,000,000 aggregate.

Combined single limit for bodily injury and property damage liability shall be \$1,000,000 each occurrence.

The insurance limits above may be attained through an umbrella policy.

- D. Transportation Work Authorizations: TWA's may be issued by the Region Engineer for both Maintenance work and non-maintenance work. This work may be performed by the Municipality, or a subcontractor as set forth in Section 9 of this Contract. TWA's will be performed in accordance with MDOT's accepted maintenance practices and specifications and as required in the TWA. The Municipality will provide the necessary supervision or inspection to ensure that the work is performed in accordance with the TWA. In the event the Region Engineer finds the work performed not in compliance with MDOT's accepted maintenance practices or the specifications on the TWA, then the corrective action specified in Subsection 1 (B) will be followed.
- E. The Region Engineer is authorized to issue written orders, as necessary, for the performance of maintenance work under the provisions of this Contract.

SECTION 2. RESERVED FOR FUTURE USE

SECTION 3. INTEGRATION OF STATE AND MUNICIPAL WORK

The Municipality will furnish qualified personnel and adequate equipment and may furnish materials, as set forth in this Contract, as needed to perform maintenance on state trunkline highways, consistent with MDOT's established core level of service for winter and non-winter maintenance activities, an approved annual budget, work plan, and work schedule. Personnel and equipment may be used on the local road system and state trunkline highways as conditions warrant.

SECTION 4. HIGHWAY MAINTENANCE CONTRACT ADMINISTRATOR

The Municipality hereby designates Marquerite Davenport. as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the Contract. The Municipalities' title for this position is Director of Public Services. In the

event the Municipality desires to replace the Contract Administrator, the Municipality will notify MDOT within (30) days of the change in writing.

SECTION 5. SUPERVISION

The Municipality hereby designates Phil Smith or others functioning in the same capacity as Highway Maintenance Foremen, hereinafter referred to as the “Foremen”, who will oversee all work covered by this Contract and be responsible to the Contract Administrator. The Municipality will notify MDOT in writing within (30) days of any change in the above personnel. The Municipality will be reimbursed for actual time worked by the Foremen on state trunkline Highway maintenance when supported by daily timecards signed by their immediate supervisor or electronic timekeeping approved by their assigned supervisor subject to the provisions of Subsection 16(B).

SECTION 6. WAGE SCHEDULE

Wages paid by the Municipality for work on state trunkline highways will be the same as on street work for the Municipality. A copy of the union agreement or HR Wage Schedule will be provided to MDOT upon request.

No “stand by at home” pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the Municipality for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers’ compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as “EMPLOYEE BENEFITS,” in accordance with Section 16.

SECTION 7. MATERIALS TO BE ACQUIRED AND SPECIFICATIONS

Material necessary for the performance of this Contract, may be purchased by the Municipality unless otherwise directed by the Region Engineer. The Municipality will advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00), or if required by federal or state law. The Municipality shall select the lowest qualified bid.

The Municipality will retain documentation that such bids were taken. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), bulk salt and traffic control devices used on state trunkline highways by the Municipality, will conform to current or supplemental specifications of MDOT, unless otherwise approved in advance by the Region Engineer. The Region Engineer may require approval by MDOT's Construction Field Services Division, or by a laboratory approved by the Construction Field Services Division. Copies of approvals will be placed on file in the offices of the Municipality and the Region Engineer. If MDOT-owned materials are stored jointly with Municipality-owned materials, proper and adequate inventory records must be maintained by the Municipality clearly indicating the portion that is MDOT-owned.

SECTION 8. PRICE SCHEDULE OF MATERIALS AND SERVICES

Materials produced and/or supplied by the Municipality may be furnished at a firm unit price subject to approval of source and price by the Region Engineer. Firm unit prices are not subject to unit price adjustment by review/audit. The term "review/audit" hereafter will be referred to as "review".

The Municipality may change, add, or delete firm unit prices when requested in writing and approved by the Region Engineer at least sixty (60) days prior to the effective date of the change, addition, or deletion. All changes will be submitted with the Firm Unit Prices form, Appendix G.

☒ No, Firm Unit Price items will not be used.

☐ Yes, Firm Unit Price items will be used.

MDOT may review all records necessary to assess the accuracy of the material quantities for all materials on the Firm Unit Price List for which the Municipality requests reimbursement.

Items purchased from a vendor source or vendor stockpile for direct use on the state trunkline highways are not eligible for firm unit price consideration and should be billed at vendor pricing.

Reimbursement for all materials supplied by the Municipality which are not included in the firm unit price schedule will be reimbursed in accordance with Section 16(E). MDOT may review all records for materials purchased from a vendor source or vendor stockpile for direct use on state trunkline highways.

SECTION 9. SUBCONTRACTS

The Municipality may subcontract any portion of the work to be performed under this Contract. Bidding/price solicitation and subcontracts will comply with applicable law and conform to the Municipality's contracting process except as modified herein. All subcontracted work will require the Municipality to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the Municipality and/or MDOT for the subcontracted work. The scope of work and any specifications must be approved by the Region Engineer. The Municipality will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the Municipality pay for subcontracted work until the work has been inspected and approved by the Municipality for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the Region Engineer. The work must be supported by the submission of a Form 426 and summary of emergency work within 15 days of completion.

The parties agree to extend the terms of the Contract if subcontracted work is incomplete at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the Municipality or MDOT. In situations where this Contract is terminated by the Municipality or MDOT, all subcontracts shall be deemed terminated as of the date the Contract is terminated. The Municipality must incorporate this provision into all subcontracts.

County and/or Municipality-based advantage programs, hereinafter the "CBA Process", or any type of preference program which awards contracts based on criteria other than low bid through the competitive bidding process, may not be used for any work under this Contract.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required in this section may result in a denial of the reimbursement of the costs.

The term of any subcontract will not exceed five (5) years including any extensions.

For subcontracts involving the items of Drainage Structure Cleanout, Curb Sweeping, and Area Mowing, the Municipality will include a cancellation clause that will allow the Municipality to cancel the subcontract if funds are not made available by MDOT.

All Subcontracts shall be awarded to the lowest qualified bid. Subcontract solicitation and approval process will be as follows:

- A. **Subcontracts less than \$25,000:** The Municipality will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained. Region Engineer approval of Form 426 is required.
- B. **Subcontracts \$25,000 or greater:** The Municipality will advertise and award by competitive bid. Advertisements must clearly define the scope of work, performance specifications, MDOT contract terms, and the location of work to be performed. Documentation of the solicitation from all qualified sources must be retained. Region Engineer approval of Form 426 is required.

State Administrative Board requirements for Contracts and Amendments (previously referred to as overruns, extra work and adjustments), are outlined and set forth in Appendix E, attached hereto and made a part hereof.

SECTION 10. NON-DISCRIMINATION

In connection with the performance of maintenance work under this Contract, the Municipality (hereinafter in Appendix C referred to as the “Contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix C, attached hereto and made a part hereof. The Municipality further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

SECTION 11. ANTI-KICKBACK

No official or employee of the Municipality or of the State of Michigan will receive remuneration (directly or indirectly) for the purchase of materials, supplies, equipment, or subcontracts in connection with the performance of this Contract.

SECTION 12. SCOPE OF CONTRACT

It is declared that the work performed under this Contract is a governmental function which the Municipality performs for MDOT. This Contract does not confer jurisdiction upon the Municipality over the state trunkline highways encompassed by this Contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction upon the Municipality over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

SECTION 13. INSURANCE

- A. The Municipality will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan, MCL 500.3101, *et seq.* The Insurance coverage will include vehicles owned, leased or rented by the Municipality. Such insurance will not be less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) for bodily injury or death of any one person. Coverage for public liability, property damage, and combined single limit will also comply with the No-Fault Automobile Insurance laws of the State of Michigan. The Municipality will provide thirty (30) days' notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance, on MDOT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days' notice provisions and the limits of liability, will be submitted to MDOT. The Municipality agrees to review its insurance programs with its statewide association in an effort to obtain cost savings and efficiency for MDOT.

If the Municipality is self-insured, a copy of the Secretary of State's Certificate of Self-insurance will be submitted.

- B. In the event the Municipality receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality for its alleged acts or omissions on a state trunkline highway, the Municipality will provide a copy of such notice to the Assistant Attorney General, within fifteen (15) days of receipt of said notice or complaint. The Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality will be sent to:

Assistant Attorney General
Division Chief
Transportation Division
Van Wagoner Building - 4th Floor
425 West Ottawa Street
P.O. BOX 30050
Lansing, Michigan 48909

Thereafter, the Municipality will provide copies of pleadings and other information regarding the claim or lawsuit when requested by an Assistant Attorney General

SECTION 14. WORKERS' DISABILITY COMPENSATION

The Municipality will comply with the Michigan Workers' Disability Compensation Act, MCL 500.3400, *et seq.* for all employees performing work under this Contract.

SECTION 15. BUDGET

Each MDOT fiscal year, the Region Engineer will prepare separate budgets for winter and non-winter maintenance in accordance with MDOT guidelines. The Region Engineer, in consultation with the Municipality, shall develop an annual Work Plan which shall include non-winter maintenance activities, a proposed schedule, and the estimated cost for such activities. The sum of those estimated costs will constitute the non-winter Budget and will be distributed monthly in accordance with the proposed schedule.

MDOT agrees that, once established, the fiscal year non-winter maintenance will not be reduced, except as otherwise provided in this Contract. The Budget for winter maintenance activities will be based on a five-year (5) average of winter expenditures which includes the costs for labor, fringe benefits, equipment, MDOT Salt Stores, Municipality-supplied road salt, winter sand, other de-icing chemicals and overhead. Notwithstanding the foregoing, MDOT will establish a statewide holdback fund amount not to exceed thirty percent (30%) of the five (5) year winter average. The statewide holdback funds will be used to cover Winter Overruns of the Municipality, other contract road agencies, and MDOT direct forces. The statewide holdback funds will also be used to pay any budget review adjustments owed to contract agencies. MDOT will distribute any remaining funds in the statewide holdback to contract agencies and MDOT direct forces based on a prioritization of statewide non-winter maintenance needs.

The Region Engineer and the Municipality will review the non-winter maintenance Budget together at least every other month. Any adjustments to the proposed work plan to curtail or expand operations will be addressed in this Budget review. During winter operations, the winter Budget will be reviewed by the Region Engineer and the Municipality every month to conduct the same review.

MDOT and Municipality will meet between March 1 and May 15 of each fiscal year to develop a supplemental summer program. The supplemental summer program will be funded by the remainder of the winter Budget, if any. The work activities proposed in the supplemental summer program will be prioritized to support MDOT's preservation strategy. The remainder of the winter Budget will be released to the Municipality two weeks after the final bill is received by MDOT covering the winter season as defined in the Winter Letter of Understanding.

If the Municipality's winter overruns (including benefits and overhead) exceed MDOT's winter budget and holdback funds statewide, MDOT will seek additional funding to address the overruns including a supplemental appropriation from the State Budget Office. MDOT reserves the right to reduce the non-winter maintenance Budget if efforts to secure additional funding are unsuccessful.

SECTION 16: REIMBURSEMENT SCHEDULE

MDOT will reimburse the Municipality for costs incurred in the performance of the work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT's Maintenance Local Agency Payment (MLAP) system prior to the start of the review for each respective year of the Contract period.

- A. Requests for reimbursement shall be made through MLAP at least bi-monthly (every other month) on the basis of certified statement of charges prepared and submitted by the Municipality within fifteen (15) days from the end of each bi-monthly period. Costs submitted beyond sixty (60) days from the end of each bi-monthly period will include written justification for the delay and will be paid only upon approval of the Region Engineer. Municipalities with a line-item budget contract of \$100,000 or greater **shall** submit request for reimbursement on a **monthly** basis.
- B. MDOT will reimburse the Municipality for the cost of all labor employed in the performance of this Contract. The reimbursement will include the expense of permit inspections, field and office engineering, and reviewing expenses in connection with force account work by subcontractors.
- C. MDOT will reimburse the Municipality for the cost of MDOT's share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the Municipality on the Municipality's previous fiscal years' experience. These charges are subject to review in accordance with Section 25.
- D. MDOT will reimburse the Municipality for the cost of MDOT's share of the actual cost of Municipality owned or purchased energy.
- E. MDOT will reimburse the Municipality for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this Contract. The Municipality shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- F. MDOT will reimburse the Municipality for the cost of handling materials furnished by the Municipality and materials furnished by MDOT as follows:
 - 1. **Bulk Items (measured by volume or weight):**
The direct expenses of handling, such as unloading, processing, stockpiling, heating, or loading for materials in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, and these costs can be identified within the records of the Municipality. When bulk items intended for use on the state

trunkline are co-mingled with the Municipality's materials for their local roads, MDOT will only reimburse the Municipality for the cost of handling the portion expected to be used on the state trunkline highways. The Municipality will establish a rate of use annually, based on the previous year's use to identify MDOT's share of handling cost. The Municipality's established rate is subject to adjustment by review.

2. **Non-Bulk Items (measured by area or count):**

A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the Municipality, charges for handling and storage in excess of five percent (5%) will be reimbursed to the Municipality upon review, provided that these charges can be identified and supported within the records of the Municipality.

- G. Equipment owned by the Municipality will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- H. MDOT will reimburse the Municipality for the amounts paid by the Municipality to a subcontractor as set forth in Section 9.
- I. MDOT will reimburse the Municipality for the cost of labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.
- J. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the Municipality for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the Municipality and shall not change.

The overhead amount payable under Section 16(I) is reimbursement to the Municipality for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Foreman (except as noted in Section 16(K)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on Municipality owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

- K. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.

- L. The Municipality will be reimbursed as a direct cost for work performed by the Foreman making regular inspections of state trunkline highways in accordance with written instructions from the Region Engineer. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Foreman designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The Municipality may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A. **The completed Form 410A shall be uploaded to MDOT's MLAP system.**

SECTION 17: ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The Municipality is required to register to receive payments by EFT at the SIGMA Vendor Self Service (VSS) website (www.michigan.gov/SIGMAVSS).

SECTION 18: SNOW HAULING

MDOT will share in the cost of snow hauling if each snow hauling effort is approved by the Region Engineer. The frequency (annually, each storm, etc.) will be at the discretion of the Region Engineer and will be detailed in the Letter of Understanding. The Municipality should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. Prior written authorization from the Region Engineer shall be required for each snow haul event outside the parameters in the Letter of Understanding and shall be kept on file for review purposes.

MDOT'S share of snow hauling will be calculated on the Municipality Snow Hauling Calculation Form, Appendix H. The completed form will be submitted to the Region Engineer. The snow hauling percentage will be based on the ratio of the width of area designated for traffic movement to the width of the total area agreed upon for snow hauling. MDOT is not responsible for snow removal in parking lanes or sidewalks and will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement.

MDOT'S reimbursement for snow hauling from state trunkline highways will be paid at the below percent of actual charges supported by proper documentation.

47.42 percent (%)

The Municipality agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

SECTION 19: PAVEMENT MARKING

Compensation for the item of Special Markings Paint & Tape will be made on the basis of actual expenditure only, except in no case will the Municipality be compensated for a total expenditure in excess of the amount designated for Special Markings Paint & Tape in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for Special Markings Paint & Tape is limited to only painting authorized by the Region Engineer. The Municipality shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

SECTION 20: COMPENSATION FOR AESTHETIC WORK ITEMS

Compensation for the items of Curb Sweeping, Area Mowing and Litter Pickup will be made on the basis of actual expenditures only, except that in no case will the Municipality be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the Municipality and Region Engineer; and reflected in each line activity budget amount.

SECTION 21: TREES AND SHRUBS

Except for emergency work, the Municipality must request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and Municipality shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the Region Engineer.

SECTION 22: EQUIPMENT LIST

The Municipality will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be uploaded to the Files page in MDOT's MLAP system.

SECTION 23: RECORDS TO BE KEPT

- A. The Municipality will establish and maintain accurate records, in accordance with generally accepted accounting principles of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract. The Municipality will retain the following RECORDS, and others, in accordance with generally accepted accounting principles:
1. Retain daily timecards or electronic timekeeping files for employees and equipment indicating the distribution of time to route sections and work items. Daily timecards must be signed by the employee, the immediate supervisor and by the timekeeper when the timekeeper is employed. If the Municipality uses crew-day cards, it will retain crew-day cards backed by a time record for the pay period signed as above, in lieu of daily individual timecards detailing the time distribution. If the Municipality uses electronic timekeeping, it will retain data files detailing time distribution and assigned supervisor approval.
 2. Retain properly signed material requisitions (daily distribution slips) which indicate type of material, quantity, units of measure, the date of distribution and the distribution to route sections and work items.
 3. Retain additional cost records to support and develop unit cost charges and percentages as applied to invoice costs. Cost records are not necessary in support of the overhead percentage or the five percent (5%) handling charge.
- B. The Municipality will maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this Contract period. In the event of a dispute regarding allowable expenses or any other issue under this Contract, the Municipality will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals for that decision has expired.

The Municipality will maintain all RECORDS supporting equipment usage from the time of equipment purchase to disposal to support any gain or loss from equipment disposed.

Representatives of MDOT may inspect, copy or review the RECORDS at any mutually acceptable time. However, the Municipality cannot unreasonably delay the timely performance of the review.

SECTION 24: COST CERTIFICATION, REIMBURSEMENT AND ADJUSTMENT

The Municipality hereby certifies that, to the best of the Municipality's knowledge, the costs reported to MDOT for this Contract will represent only those items which are properly chargeable in accordance with the Contract. The Municipality also hereby certifies that it has read the Contract terms and is aware of the applicable laws, regulations, and terms of the Contract that apply to the reporting of costs incurred under the terms of this Contract.

SECTION 25: CONTRACT REVIEW AND RESPONSE

- A. The Municipality's records will be subject to review within the statute of limitations, and the review period will coincide with the Municipality's fiscal year, unless the Contract is terminated or not renewed.

Charges by the Municipality for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by review after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this Contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the Municipality will not be subject to adjustment.

If any adjustments are to be made, the Municipality will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that a review performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the Municipality a Notice of Review Results and a copy of the Review Report, which may supplement or modify any tentative findings communicated to the Municipality at the completion of a review.

B. Within sixty (60) days after the date of the Notice of Review Results, the Municipality will submit to MDOT a written response, hereinafter referred to as the “Response”, to the Notice of Review Results indicating one of the following options:

1. The Municipality concurs with the Notice of Review Results and will either repay the amount of any overpayment to MDOT and/or or be reimbursed the amount of any underpayment by MDOT.
2. The Municipality does not concur with Notice of Review Results. The “Response” will explain the nature and basis for any disagreement as to a disallowed item of expense, and/or,
3. The “Response” will include a written explanation as to any questioned item of expense. The “RESPONSE” will be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the Municipality may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
4. The Municipality agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost.

MDOT will review submitted RESPONSE and attached documentation from the Municipality. MDOT will reply in writing acknowledging receipt of the Municipality RESPONSE. The submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. See Section 26, “Dispute Resolution Process”.

SECTION 26: DISPUTE RESOLUTION PROCESS

A. Contract Disputes

For review disputes refer to Section 26 (B) below, all other disputes between the parties shall be resolved under the terms of this section. It is the intent that each party may communicate concerns relative to the contract and resolve any issues as they arise. After a contract issue has been resolved, a summary of the agreed upon resolution shall be jointly drafted and distributed. Some issues may require ongoing communication to resolve and may become an item for negotiation during the next review and renegotiation of the Contract.

If the parties are unable to resolve any dispute, the parties must meet with the Engineer of TSMO or designee. The following are steps to resolve the dispute without the need for formal legal proceedings:

- 1) The representative of the Municipality and MDOT must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with the dispute. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any legal proceeding.
- 2) During negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
- 3) The specific format for the discussions shall be left to the discretion of the designated Municipality and MDOT representatives but may include the preparation of agreed upon statement of fact or written statements of position.
- 4) Statements made by the Municipality or MDOT during Dispute Resolution may not be introduced as evidence by either party in any judicial action related to or under this Contract.
- 5) In cases where disputes have not been resolved, any remaining issues will be referred to the MDOT Appeal Panel which consists of four Bureau Directors, three of which will constitute a quorum.
- 6) Every effort will be made to complete this process within 90 calendar days by both parties.

B. Review Disputes

For review disputes the submitted "Response" and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. The Appeal Panel consists of four Bureau Directors, three of which will constitute a quorum.

- 1) MDOT will provide the Municipality with an opportunity to appear before the Appeal Panel to explain and support their Response.
- 2) After an Appeal Panel written decision, the Municipality will either accept the decision or file a lawsuit in a court of proper jurisdiction to contest MDOT's decision. The filing of a lawsuit must be initiated by the Municipality within thirty (30) days of the receipt of the Appeal Panel's written decision. MDOT will not withhold or offset the funds in dispute if the Municipality files a lawsuit in a court of proper jurisdiction.

- 3) If the Municipality fails to repay an overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the Municipality agrees that MDOT will deduct all or a portion of an overpayment from any funds due the Municipality by MDOT under the terms of this Contract.
- 4) Every effort will be made to complete this process within 60 calendar days by both parties.

This section shall not be construed to prevent either party from initiating, and a party is authorized to initiate, an action for breach of this Contract or for any other relief allowed by law earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to the other party, or under Injunctive Relief below. If a dispute is not resolved through the Dispute Resolution Process, either party may initiate an action for breach of this Contract, or any other relief allowed by law in a court of proper jurisdiction. Time periods may be extended if agreed upon by both parties.

Injunctive Relief

The only circumstance in which disputes between MDOT and the Municipality shall not be subject to the provisions of this Dispute Resolution Process is when a party makes a good faith determination that it will suffer irreparable harm due to a breach of the terms of the Contract by the other party and that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in Section 28.

SECTION 27: TERM OF CONTRACT

This Contract will be in effect from October 1, 2024 through September 30, 2029.

SECTION 28: CONTRACT TERMINATION OR EXPIRATION

- A. For convenience, MDOT may terminate this Contract by providing written notice to the Municipality at least two (2) years prior to the beginning of the Contract year to which the termination, applies.

The Municipality may terminate this Contract by providing written notice to MDOT at least two (2) years prior to the beginning of the Contract year to which the termination applies.

In the event either party provides notice of an intent to terminate the Contract as provided in this subsection, the Contract shall terminate at the beginning of the Contract year (October 1), two years following the date of the notice. For greater clarity, the parties do not intend for the Contract to terminate as of the date of the notice. Notwithstanding any other provision to the contrary, if a party provides notice of its intent to terminate the Contract as provided in this subsection and the Contract will expire before the two-year notice period has lapsed, the parties agree that the Contract shall be automatically renewed and continue in full force and effect until October 1, two years following the date of the notice.

- B. If a new Contract has not been executed by the parties within 120 days following the expiration of this Contract, this Contract shall be deemed automatically renewed as of the date of expiration and continue in full force and effect for two years following such date. After those two years have lapsed, the Contract shall be deemed terminated.
- C. Notwithstanding any provision of this Contract to the contrary, upon termination of this Contract “for cause”, the Municipality must, for a period of time specified by MDOT (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDOT, to allow for the terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDOT or its designees. This Contract will automatically be extended through the end of the transition period.

SECTION 29: STATE OF MICHIGAN ADMINISTRATIVE BOARD RESOLUTION

The provisions of the State Administrative Board Resolution 2017-2, April 25, 2017, are set forth in Appendix D, attached hereto and made a part hereof.

SECTION 30: CONTRACTUAL INTERPRETATION

All capitalized words and phrases used in this Contract have the meaning set forth in Appendix A.

All words and phrases not specifically defined in Appendix A shall be construed and understood according to the ordinary meaning of the words used, but technical words and phrases shall have the meanings set forth in MDOT's publications, manuals, advisories, or guides, as applicable. If no MDOT publication, manual, advisory or guide is applicable, such technical words shall be construed and understood according to the usual and accepted meaning used in the industry or field to which they relate and any words or phrases that have a specialized meaning in the law, shall be construed and understood according to such specialized meaning.

SECTION 31: AUTHORIZED SIGNATURE

This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized official of the Municipality and of MDOT and upon adoption of a resolution approving said Contract and authorizing the signature thereto of the respective official of the Municipality, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

CITY OF MARSHALL

BY: _____
TITLE:



BY: _____
TITLE: MDOT Director

APPENDIX A

DEFINITIONS

Annual Work Plan: A schedule developed by the Municipality and Region Engineer's designee of the routine maintenance work to be performed annually on state trunklines by the Municipality.

Budget: The funds allocated to the Municipality for the fiscal year beginning October 1. Budget may also be referred to as Annual Budget or Field Activity Budget or Maintenance Budget.

Chemical Storage Facilities: Bulk salt storage buildings.

Competitive Bidding: A procurement process that involves advertising work so that qualified vendors can submit bids to perform the work. The contract is then awarded to the lowest qualified bidder.

Contract Administrator: An individual designated by the Municipality responsible for supervising all work covered under this Contract.

Department: The Michigan Department of Transportation.

Engineer of Transportation System Management and Operations (TSMO): The Department's designated engineer of TSMO.

Equipment Questionnaire: A report prepared by the Municipality and forwarded to the Department to substantiate the previous year's actual equipment costs.

Foremen: A person(s) designated by the Municipality responsible for overseeing all work covered under this Contract and is responsible to the Contract Administrator.

Maintenance Work: Routine activities performed on a regular basis or in response to uncontrollable events upon the state trunklines. Also includes planned activities to state trunklines to preserve functional condition and any work authorized by a TWA.

Maintenance of State Trunkline highways/lane miles maintained: The Municipality is to provide the winter and non-winter maintenance activities on its miles as identified within the work plan.

Michigan State Transportation Commission: The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical assistance, and overseeing the administration of state and federal funds allocated for these programs.

Non-Winter Maintenance Budget: The portion of the Budget allocated to non-winter maintenance activities.

Office of Commission Audit (OCA): The office that reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is charged with the overall responsibility to supervise and conduct review activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

Region Engineer: The Department's designated chief engineer responsible for the oversight of each region of the Department or that region's designee.

Review: A financial statement review is a service under which the accountant obtains limited assurance that there are no material modifications that need to be made to an entity's financial statement for them to be in conformity with the applicable financial reporting framework. OCA's review will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the standards applicable to attestation engagements contained in *Governmental Auditing Standards* issued by the Comptroller General of the United States. A review consists primarily of inquiries of personnel and the application of analytical procedures to data.

Schedule C Equipment Rental Rates: The department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment calculated from the average costs submitted by each agency in the "Equipment Questionnaire".

Small Road Tools: Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

Small Power Tools: Work tools powered by electricity or battery power and have a rental rate assigned.

State Administrative Board: A Board that consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The DTMB designates a Secretary to the State Administrative Board and provides for staff support. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capital outlay process and the settlement of small claims against the state. The State Administrative Board functions through three standing committees (Finance and Claims, Building, Transportation and Natural Resources) which make recommendations to the Board. The State Administrative Board meets the first and third Tuesday of each month.

State Trunkline Highway: A road, highway, or freeway under the jurisdiction of the Department, and usually numbered as an M, US, or Interstate Route.

Termination for Cause: The exercise of MDOT's right to terminate this Contract "for cause", in whole or in part, if the Municipality, as determined by MDOT: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose MDOT to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

Termination Date: The date the contract is no longer effective.

Transportation Work Authorization (TWA): A written order for work not covered by the Budget. Funding for the TWA is reimbursed to the Municipality in addition to the annual Budget.

Transportation and Natural Resources Committee: A committee that approves the award of Michigan Department of Transportation (MDOT) contracts and agreements; Department of Natural Resources (DNR) oil, gas, and mineral leases; conveyance of submerged lands. The committee meets the Wednesday before the State Administrative Board meeting. The agenda is prepared by MDOT and DNR.

Winter Maintenance: Maintenance Work centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and bare driving surface under prevailing winter conditions. The activity numbers that define the Budget line items for winter maintenance are:

1410: Winter maintenance

1440: Winter road patrol (*See winter maintenance patrol below*)

1490: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above activity numbers.

Winter Maintenance Patrol: An employee assigned to monitor state trunkline road conditions during the winter at times outside the normal workday, i.e. 2nd or 3rd shift.

Work Plan: An annual outline of maintenance activities to be performed under this Contract. The components of the plan include the amount of Budget allocated to each routine maintenance activity group, a list of prioritized maintenance activities, and may include a proposed timeframe for completion.

APPENDIX B

MICHIGAN DEPARTMENT OF TRANSPORTATION

MUNICIPALITY CONTRACT

OVERHEAD SCHEDULE

Effective October 1, 2024, through September 30, 2029

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000_____	11.00_____	.50_____	11.50
\$25,001 to \$50,000 _____	10.25_____	.50_____	10.75
\$50,001 to \$75,000 _____	9.50_____	.50_____	10.00
\$75,001 to \$100,000 _____	8.75_____	.50_____	9.25
\$100,001 and over _____	8.00_____	.50_____	8.50

APPENDIX C

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX D

STATE ADMINISTRATIVE BOARD
RESOLUTION 2017-2
PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS
AND
RECISSION OF RESOLUTION 2011-2

WHEREAS, the State Administrative Board (“Board”) exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2, of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2011-2 on August 30, 2011, establishing a \$500,000 or more threshold for Board approval of the Michigan Department of Transportation (“MDOT”) Professional Engineering Consultant Contracts and Construction Contracts and increasing the threshold for Board approval for Service Contracts to \$250,000 or more for initial contracts and \$125,000 or more for an amendment to a Service Contract;

WHEREAS, the Board has adopted Resolution 2017-1, raising the threshold for Board approval of contracts for materials and services to \$500,000 or more for the initial contract and \$500,000 or more for contract amendments, and rescinding Resolution 2011-1;

WHEREAS, MDOT is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation’s Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration, and Federal Aviation Administration, which oversee MDOT’s administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in postponement of payments to subcontractors and suppliers; work slowdowns and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2011-2 is rescinded.
2. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.
3. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceed 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.
4. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$500,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.
5. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$500,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and

the sum of all amendments executed after the most recent Board approval total \$500,000 or more.

6. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$500,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

7. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, and a railroad or rail service provider.

8. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

9. MDOT may enter into a contract in connection with the award of a grant including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

10. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

11. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

12. Notwithstanding any provisions of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective April 25, 2017.



APPENDIX E

SUBCONTRACT REQUIREMENTS

SUMMARY OF STATE ADMINISTRATIVE BOARD REQUIREMENTS FOR AMENDMENTS (PREVIOUSLY REFERRED TO AS OVERRUNS, EXTRA'S AND ADJUSTMENTS)

Administrative Board Resolution (2017-2, April 25, 2017)

State Administrative Board approval is required on all contracts (including subcontracts) when the sum of the contract including any optional year(s) is \$500,000 or greater.

Amendments

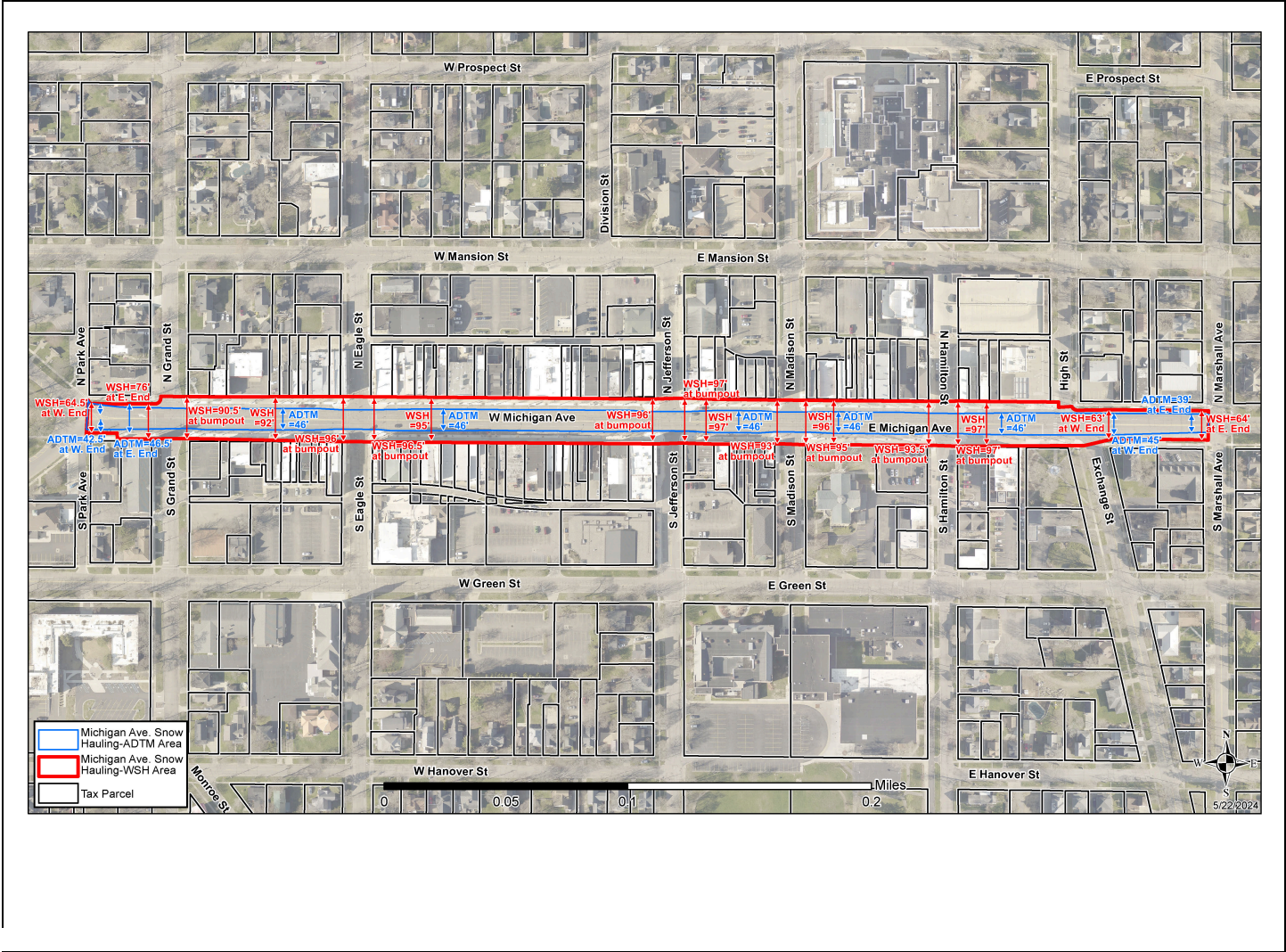
Subcontract Requirements:	Amendment Amount	State Administrative Board (SAB) Approval Requirements:
• Region Engineer approval required prior to start of work. • Form 426 must be signed by the Region Engineer. • Documentation of amendment is required by the Municipality. • Send revised Form 426 to the Transportation Systems Management Operations (TSMO), Contract Specialist for review and approval prior to the start of work.	\$499,999 or less	Not required Note: Emergency contracts \$250,000 or greater require SAB approval.
	\$500,000 or greater	Required prior to the start of work. Note: When the sum of the contract and all amendments total \$500,000 or greater, SAB approval is required.

Definition of Term: Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra's or adjustments.

January 30, 2024

MUNICIPALITY NAME	ROUTE	EFFECTIVE DATE
City of Marshall	Business Loop 94	

SKETCH OF ROADWAY AND SNOW HAULING LIMITS



TOTAL WIDTH OF SNOW HAULING (WSH)	WIDTH OF AREA DESIGNATED FOR TRAFFIC MOVEMENT (ADTM)
97.00 ft	46.00 ft
SNOW HAULING RATE (SHR): $SHR = ADTM / WSH \%$ SHR: <u>46.00</u> / <u>97.00</u> = <u>47.42</u> %	

MUNICIPALITY SUBMITTED BY	
NAME	TITLE
Marguerite Davenport	Director of Public Services

MDOT APPROVED BY	
NAME	TITLE

DEFINITIONS

Total Width of Snow Hauling (WSH): Total width of the roadway, parking lanes, and sidewalks from which snow will be removed during snow hauling operations.

Width of Area Designated for Traffic Movement (ADTM): The portion of the highway right-of-way that is intended for traffic movement. The ADTM does not include parking lanes, sidewalks, or buffer areas that are part of the right-of-way.

Sample Calculation

Total road right-of-way is 66 feet, which includes three 12-foot lanes, two 8-foot parking lanes, and 7 feet of sidewalk and buffer space on each side of the roadway. No snow will be hauled from the area beyond the sidewalks.

WSH: 66 feet

ADTM: 36 feet

Snow Hauling Rate: $36 \text{ feet (ADTM)} / 66 \text{ feet (WSH)} = 55\%$

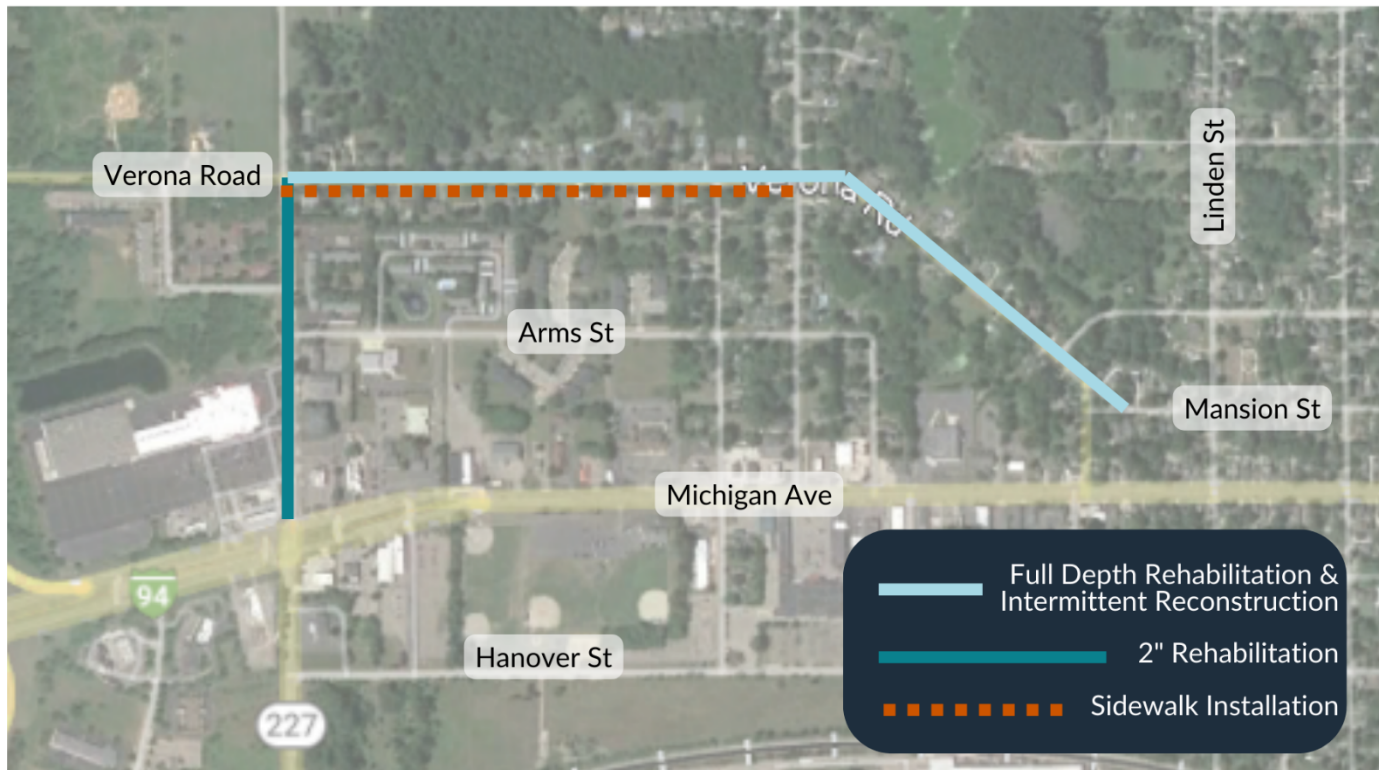
ITEM: 12.G

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
DATE: October 7, 2024
SUBJECT: MDOT SMALL URBAN GRANT CONSTRUCTION CONTRACT

The City has completed the engineering design for improvements to Verona Road and West Drive. The project has been planned under the City's semi-annual Michigan Department of Transportation (MDOT) Small Urban Grant program funding shared with Calhoun County. The City identifies a project every other year for improvement under the grant program requirements. The fiscal year 2024 project was designed by ENG. engineering consultant over the last six months. The project was approved and bid out by MDOT in September 2024. MDOT has bid out the complete project and the City will be responsible for reimbursing MDOT for expenses over the grant amount and non-eligible project costs. The project scope is as follows:



The estimated total cost for the project is \$815,850. The grant amount is \$385,000. The ineligible costs are \$27,850. This results in estimated funding required by the City at \$429,850. To authorize the construction bids with the contractor, MDOT requires a contract with the City.

The contract is included with this report and outlines the responsibility of MDOT and the City including the financial information summarized above.

BUDGET IMPACT:

The Major Street Fund 2025 fiscal year budget included \$300,000 in capital outlay, line item 202-900-970.00, for the construction of this project. Fortunately, we know the bid amounts for this project, and they are significantly lower than estimated at the time of this contract draft. The low bid totaled \$534,436.70. After the grant amount, the cost to this City based on the low bid is \$149,436.70, which is well under the budget amount in this fiscal year.

RECOMMENDATION:

Approve Contract 24-5304 with MDOT and authorize the City Manager and City Clerk to sign the necessary documents.

STP

DA

Control Section	STUL 13000
Job Number	214975CON
Project	24A0668
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	24-5304

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF MARSHALL, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Marshall, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated July 22, 2024, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Hot mix asphalt cold milling and resurfacing along West Drive from Michigan Avenue to Verona Road and hot mix asphalt intermittent full depth pavement replacement and resurfacing along Verona Road from West Drive to West Mansion Street; including earthwork, aggregate base, concrete curb and gutter, sidewalk, curb ramps, permanent signing and pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Audio visual filming, sanitary sewer and tree plantings; along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

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SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

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- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

- 5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) 385,000 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

- 6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

- 7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

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8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

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16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF MARSHALL

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
for Department Director MDOT

By _____
Title:



09/06/90 STPLS.FOR 7/22/24

July 22, 2024

EXHIBIT I

CONTROL SECTION	STUL 13000
JOB NUMBER	214975CON
PROJECT	24A0668

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$787,000	\$ 27,850	\$814,850

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$787,000	\$ 27,850	\$814,850
Less Federal Funds*	<u>\$385,000</u>	<u>\$ 0</u>	<u>\$385,000</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$402,000	\$ 27,850	\$429,850

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

BUREAU OF HIGHWAYS
NON CONSTRUCTION
03-15-93

PART II
MODIFIED

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. All work shall be performed in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
- C. In conformance with FAPG (23 CFR 630C): Project Agreements, the parties to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. On those projects funded with Federal monies, the DEPARTMENT shall, as may be required, secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- C. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- D. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.
- E. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

- F. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- G. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- H. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 201, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- I. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- J. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- K. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that canceled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the canceled portions of the PROJECT will be promptly refunded.
- L. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the

language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FAPG Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. General Conditions:

1. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
2. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

SECTION IV

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way acquisition.
- C. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- D. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

ITEM: 12.H

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
DATE: October 7, 2024
SUBJECT: **PARKS AND RECREATION 5-YEAR MASTER PLAN - SET PUBLIC HEARING**

As part of our planning efforts in 2024, a new Parks and Recreation Plan was included as our current plan is expiring at the end of this year. Not only does the plan guide our efforts and strategies related to our park system and recreation programs, it is a requirement for several grant programs provided by the State of Michigan Department of Natural Resources (DNR).

Following the development of the plan and review by the Parks, Recreation and Cemetery Advisory Board, a 30-day public review period is required. This review is underway and the draft plan is available for public reading at City Hall, the Public Services Building, the Marshall District Library, MAEDA offices and the City website. Comments may be sent to the City Manager or the Parks and Recreation Superintendent, Justin Miller.

Prior to formal adoption of the plan by the City, a public hearing must be held. We are recommending that the public hearing be set for November 18, 2024.

BUDGET IMPACT:
None.

RECOMMENDATION:
Set a Public Hearing for the Parks and Recreation 5-Year Master Plan adoption for November 18, 2024, at 7 PM.



A COMMUNITY AT PLAY



Parks & Recreation Five-Year Plan

Thank you!

A special thanks to:

CITY COUNCIL

Jim Schwartz—Mayor
Scott Wolfersberger—Council Member Ward 1
Joe Caron—Council Member Ward 2
Jacob Gates—Council Member Ward 3
Theresa Chaney Huggett—Council Member Ward 4
Ryan Underhill—Council Member Ward 5
Ryan Traver—Council Member At-Large

PLANNING COMMISSION

Tim Banfield—Vice Chair
Carter Bright
Julie Burke-Smith
Timothy Fitzgerald
Aron Hodo
Chris Longyear
Lisa McNiff—Chair
Ian Douglas Stewart
Scott Wolfersberger—Council Liaison
Jim Zuck

PARKS, RECREATION, AND CEMETARY ADVISORY BOARD

Jim Coury
Alex Culver
Natalie Rector
Mitch Robbins
Zachary Shippell
Gerald Underhill
Ryan Underhill—Council Liaison

BROOKS NATURE AREA ADVISORY BOARD

Ian Campbell
Dave Fhaner—Chair
Patty Hoch-Melluish
Brian Huggett
Jane Schoenmeyer
Erin Skidmore
Margaret Steele

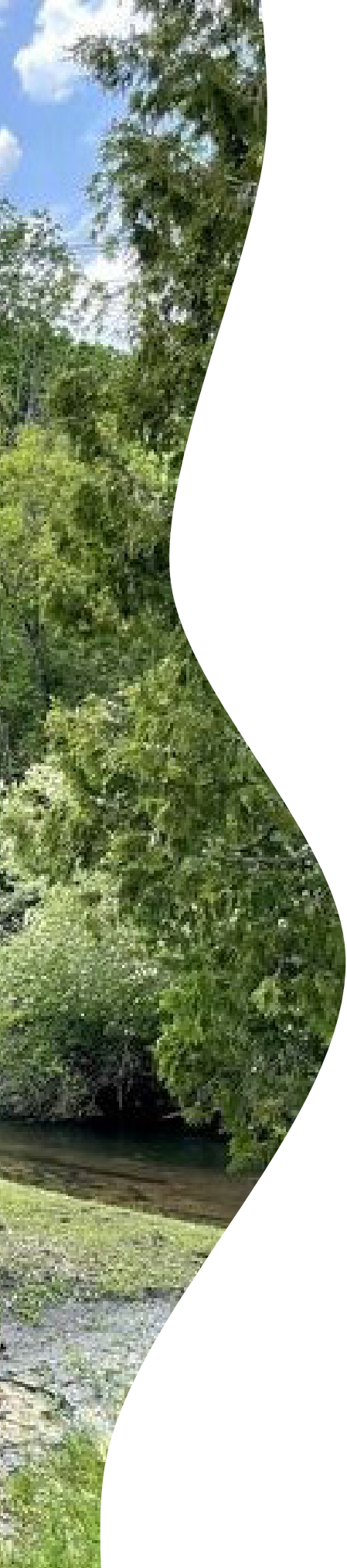
CITY STAFF

Derek Perry—City Manager
Justin Miller—Recreation & Parks Superintendent
Marguerite Davenport—Director of Public Services
Phil Smith—Public Works Superintendent

MASTER PLAN COMMITTEE

Jen Bomba
James Durian
Aron Hodo*
Jacob Gates*
Alena Geunther
Ian Gilyard-Schnaitman
Lucy Hough
Amanda Lankerdt
Lisa McNiff*
Andrew Scribe
Ian Stewart*
Ryan Traver*

*Also on City of Marshall Board or Committee



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5

Appendices





Overview

Introduction, Community Description, and Administrative Structure



Introduction

The City of Marshall is pleased to present its Parks and Recreation Master Plan for 2025-2029. It is an exciting time for the City and this plan reflects the aspirations and enthusiasm of the community regarding its parks system. Parks are an essential component of the city's identity and critical to the wellbeing of its residents. This plan focuses on parks and recreation goals for the City of Marshall, with additional priorities outlined that are part of regional initiatives. The Parks & Recreation Master Plan will serve as a guide for budgeting and policy decisions by staff, the Parks, Recreation, and Cemeteries Board, and other relevant city departments. Further, with the adoption of this plan, the City of Marshall is eligible for grant funds through the Michigan Department of Natural Resources (DNR).

Community Description

The City of Marshall is a community of roughly 6,800 residents located in central Calhoun County and serving as the County Seat. The city is approximately 6.2 square miles and is located along the interchange of interstate 94 and interstate 69. The city is approximately 50 miles south of Lansing and 40 miles east of Kalamazoo.

Founded in 1830, Marshall was in the running to be the state capital, but lost by several votes to Lansing. The city is home to the "Governor's Mansion" – constructed by the third Governor of Michigan, James Wright Gordan – as well as many other historic 19th century structures. In fact, Marshall's downtown is one of the nation's largest National Historic Landmark Districts.

Demographics

History is paramount in Marshall. The community's identity is tied to its unique history, from politics to railroads, to even the Underground Railroad. The Marshall Historical Society maintains excellent archives of the city's history and manages several historic museums in the city, including the Honolulu House and the Marshall Historical Museum.

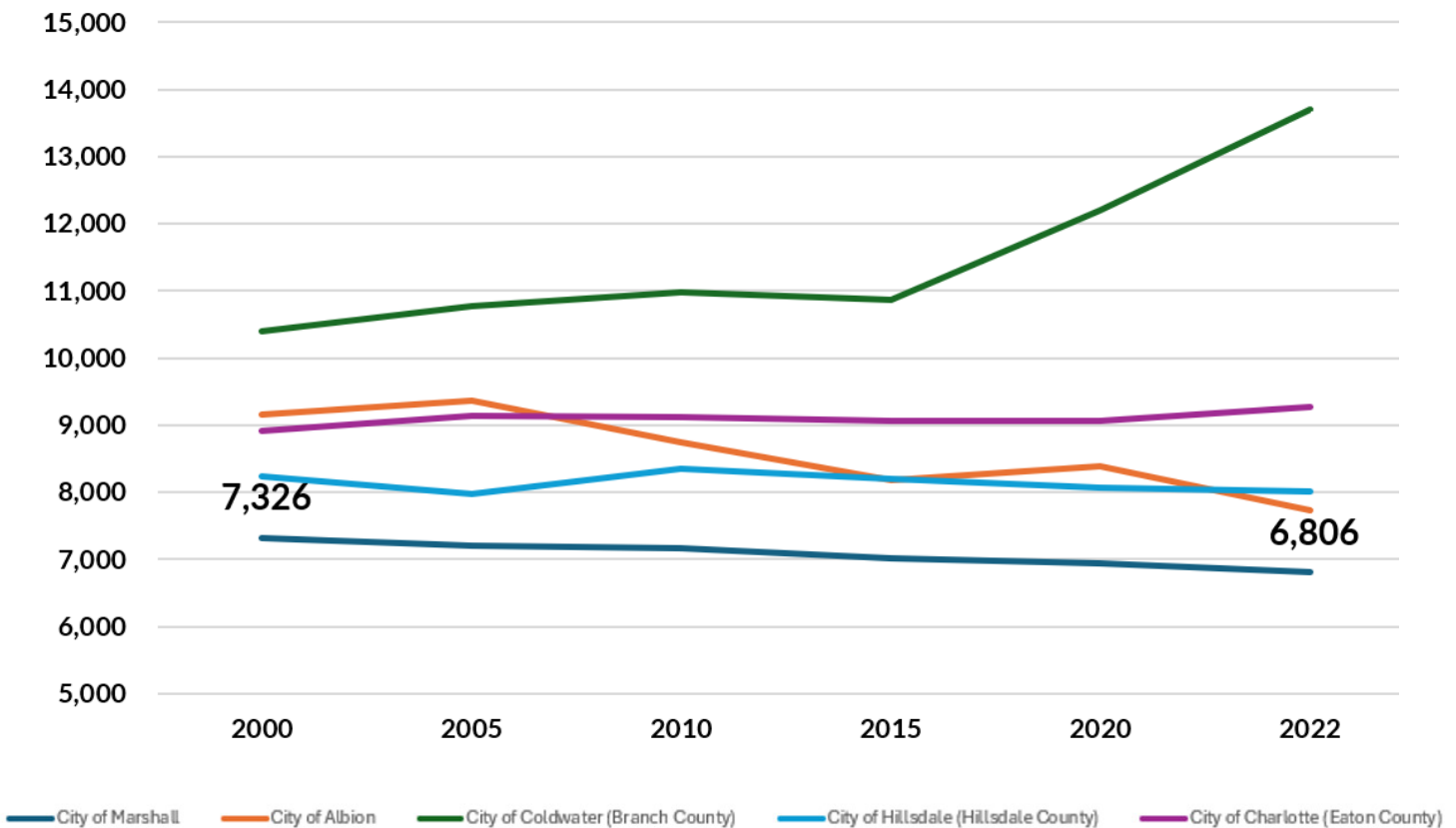
Visitors and residents appreciate Marshall for its preservation of history, but they also visit for splendid access to nature. Marshall is rich in natural amenities, the North Branch of the Kalamazoo River runs through town, as well as Rice Creek and Talmage Creek. The City's parks such as Ketchum Park, Brooks Nature Area, and the Riverwalk attract hikers, bikers, and fishers. The unique natural features and location of Marshall have poised the city to link critical river and trail networks throughout Calhoun County and beyond.

When a community is thinking about parks and recreation, it is important to understand who will be using the parks and participating in the programs. Understanding these demographic trends is useful in planning parks and recreation improvements and programs. Is more playground equipment needed or more outdoor exercise equipment for older adults trying to stay active? What about amenities for those with mobility issues? Factors such as the number of seniors or the number of households with families or children at various age brackets play a role in designing park amenities.

In terms of overall population, Marshall has lost over 500 residents since 2000, going from 7,326 in 2000 to 6,806 in 2022 (-7%). This is greater than Calhoun County's overall population decline (-3%) over the same period.

1 - U.S. Census Bureau, ACS 2022 5-year.

Marshall Area Population Change (2000-2022)



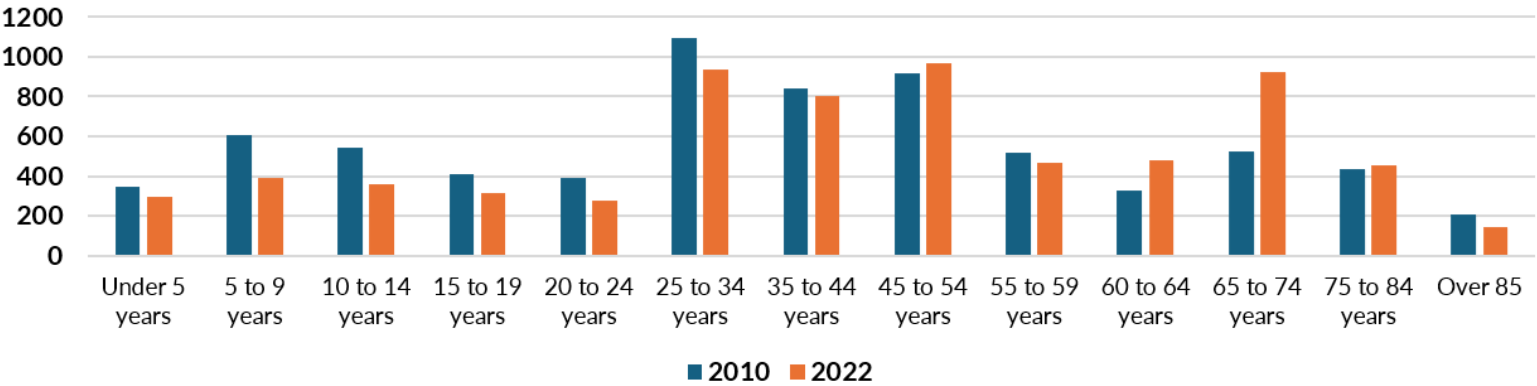
However, the number of households in Marshall has grown between 2010 and 2022, going from 2,999 to 3,119. Growth in the number of households while population has declined can be attributed to the large number of Millennials who have come of age in this time period. Many have left a shared house with roommates or moved out of their parents' homes, creating more households. The size of these households are smaller, however; the average household size in 2010 was 2.39 people, compared to 2.14 people in 2022.

Households have also changed in their age composition. As is the case across the country, Marshall's population is aging. The number of young children, teenagers, and high schoolers in Marshall (those 19 years or younger) has declined by about 29% since 2010, going from 1,904 people 19 or younger in 2010 to 1,355 in 2022. Only one out of five households in Marshall have children under 18.

The number of retirement-age residents in Marshall has increased by 31% in that same time period. By way of comparison, the number of retirement-age residents in the State of Michigan increased roughly 36% between 2010-2022.

Disability is another important consideration when it comes to planning parks and recreation facilities and programming. In Marshall, approximately 11.9% of people identify as having a disability, including 4.5% of children ages 17 and under. This is a lower level of overall disability when compared to Calhoun County and the state of Michigan, which both have approximately 14.3% of the population living with a disability. Marshall's percentage of children living with a disability is comparable to Michigan's (4.8%) but higher than Calhoun County (3.7%).

Marshall Age Cohorts, 2010-2022



Administrative Structure

Advisory Boards

Parks, Recreation & Cemetery Board

The Parks, Recreation & Cemetery Board is comprised of eight members, including one liaison to the City Council. Appointed by the Mayor, board members are comprised of City and/or Township residents, serving three-year terms. The board acts in an advisory capacity to the City Council and staff, aiding in the formulation of rules, regulations, and policies. The Board informed the creation of the Parks & Recreation Plan by holding three meetings – one kick-off discussion, one meeting to review the draft plan, and one to recommend the plan for adoption by City Council.

Brooks Nature Area Advisory Board

The Brooks Nature Area Advisory Board is responsible for the promotion, protection, and development of the 189-acre nature preserve which was established as a City Park in 2006. The Board is comprised of seven members which serve two-year terms. The Advisory Board is currently updating its Five-Year Management Plan.

Marshall Area Farmers Market Advisory Board

This Advisory Board was established in 2014 to oversee the promotion and development of the Marshall Area Farmers Market, which has been in operation since 2002. The Board is comprised of 10 members plus a City Council Liaison and Staff Liaison.

Staff

Community Services, Parks Department, Recreation Department, and Department of Public Works

Three city departments are involved in the maintenance and programming of parks and recreation in the City of Marshall: the Parks Department, the Recreation Department, and the Department of Public Works (DPW). The Parks & Recreation Superintendent directs both the Parks Department and the Recreation Department, and reports to the Director of Community Services. While these departments are distinct operating units, a collaborative working environment allows for the sharing of staff, equipment, and expertise as needed.

The Parks Department currently has two employees and is financed through the General Fund. Over the past few fiscal years, the budget for the Parks Department has been between \$90,000 and \$130,000, with a five-year average of approximately \$105,000. The current adopted budget, historical expenditures, and requested budget for fiscal year 2025 have been included in Appendix A.

The Department of Public Works currently has eight full-time employees and seasonal part-time employees. All positions are financed through the General Fund. DPW is responsible for maintaining parks facilities and reports to the Director of Public Services.

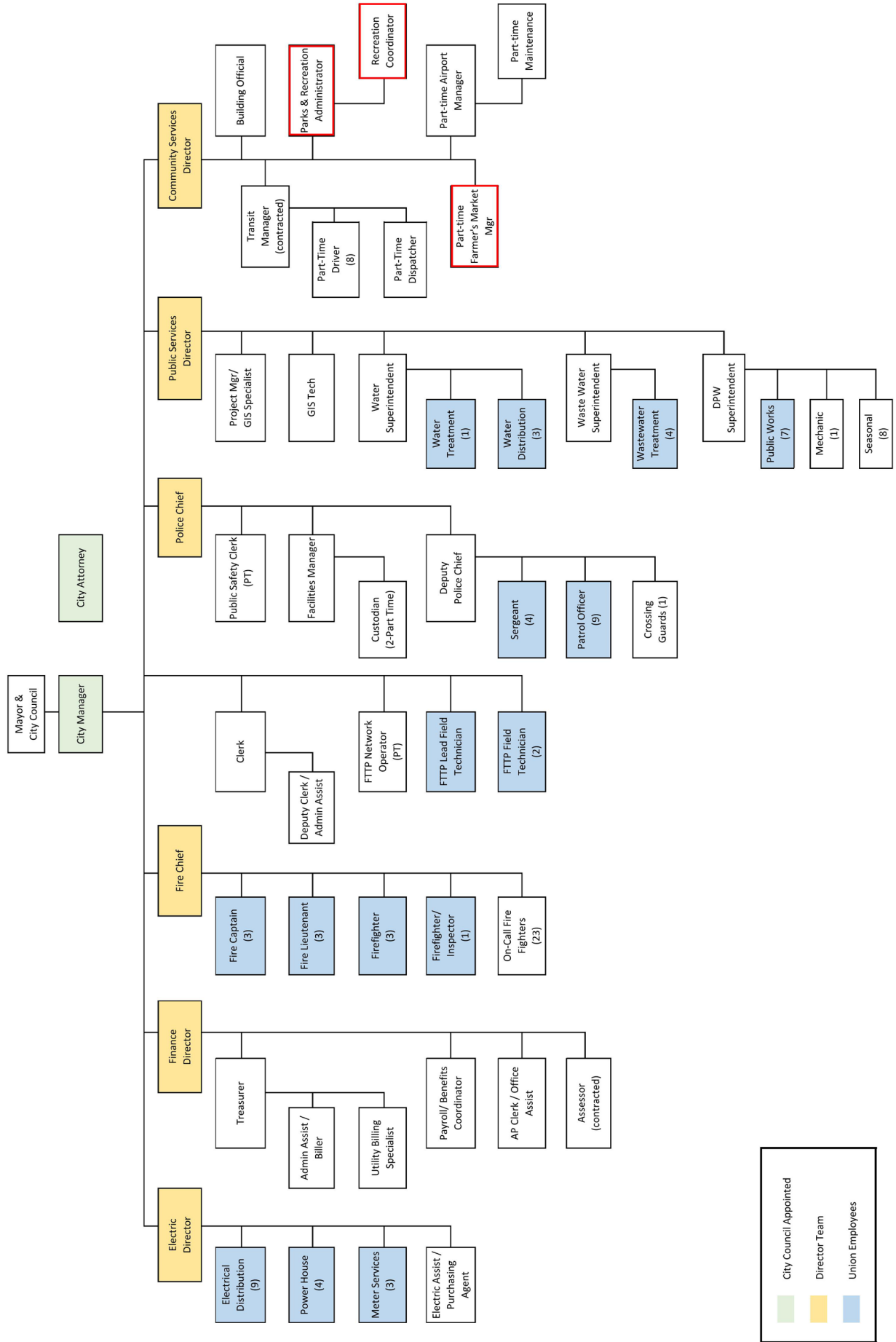
The Recreation Department currently has two full-time employees and eight seasonal employees. The Department also depends heavily on a strong volunteer base to meet program needs. Approximately 50 percent of the Department's operations are funded through a 0.9202 voter approved dedicated millage with the other 50 percent generated from user fees. The Recreation Department budget has fluctuated between \$327,000 and \$433,000 over the last five years, with an average of around \$395,000. The current adopted budget, historical expenditures, and requested budget for fiscal year 2025 have been included in Appendix B.



Figure 1. City of Marshall staff at a park clean-up day on May 24, 2024.

City of Marshall - Organization Chart

3.28.2024



Other Districts and Agencies

Marshall Public Schools

The City Recreation Departments relies heavily on Marshall Public Schools for facility use and marketing of the programs offered. The Recreation Department uses many different school-owned facilities throughout the year for both athletics and special events. These includes tennis lessons at the tennis courts, youth and adult basketball leagues and lessons, floor hockey, dodgeball, volleyball leagues and clinics, whiffleball leagues, Tae Kwon Do, and special events such as the Daddy Daughter Date Night and Mother Son Activity nights.

One signature program offered by the Recreation Department is the Summer Fun Playground. This summer kids program is hosted at Hughes Elementary school for eight to ten weeks, Monday through Friday, from 10am-4pm. Marshall Public Schools also allows the Recreation Department to distribute flyers through their Friday folder in the elementary schools. This is an essential partnership for the continued success of the department.

Calhoun County

The City of Marshall has a strong working relationship with Calhoun County. The County has several regional parks, trails, and river projects planned for the coming years, and the City of Marshall is coordinating with the County to align on these initiatives. On August 6th, voters approved a Calhoun County millage for parks. Half of these monies go toward County parks initiatives while the other half are allocated to local units based on population size.

Volunteers

The Parks and Recreation Departments rely heavily on the time of valued volunteers to conduct their activities. Volunteers assist with litter control, landscaping needs, routine maintenance, facility and equipment improvement, and other improvements that the groups are willing to sponsor. Groups commonly involved are the Marshall Rotary Club, Ketchum Park Advisory Committee, Boy and Girl Scouts troops, and more.



Figure 2. Members of Marshall Rotary Club came out on a beautiful sunny day to meet at the newly finished Ketchum Park Rotary Bridge. Jake Andrews and John Farnham, (far left front row) from Marshall City Facilities Department have replaced old and dangerous boards on the Rotary Bridge. Rotary is grateful for the new and safe bridge. May 8, 2024.





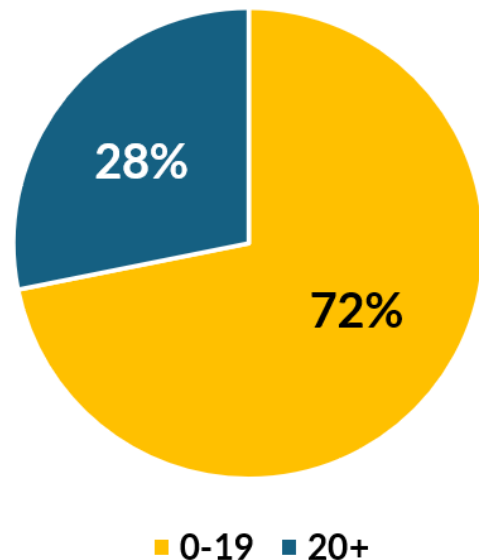
Parks and Recreation Programming and Inventory

Recreation Programming, Recreation Inventory, and Natural Resource Inventory

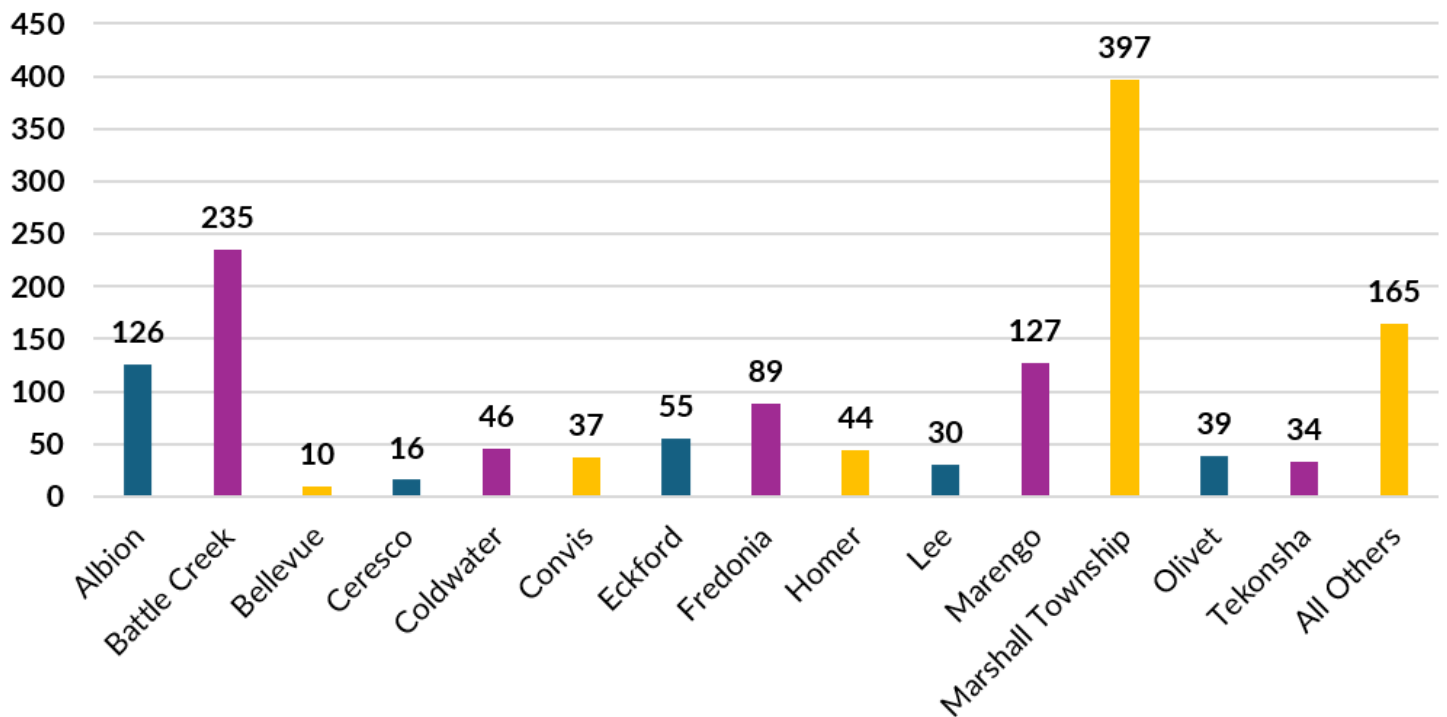
Recreation Programming

For a community of its size, Marshall has a robust portfolio of recreation programming, attracting attendees from across Calhoun County of all ages. In 2023, 3,053 people registered for Recreation Programming. Of those, roughly 53 percent were residents and 47 percent were non-residents. Participants come from as far as Olivet and Coldwater to participate in Marshall's recreation programs and leagues. The following graphs tell the story of who attends Marshall Recreation Programming.

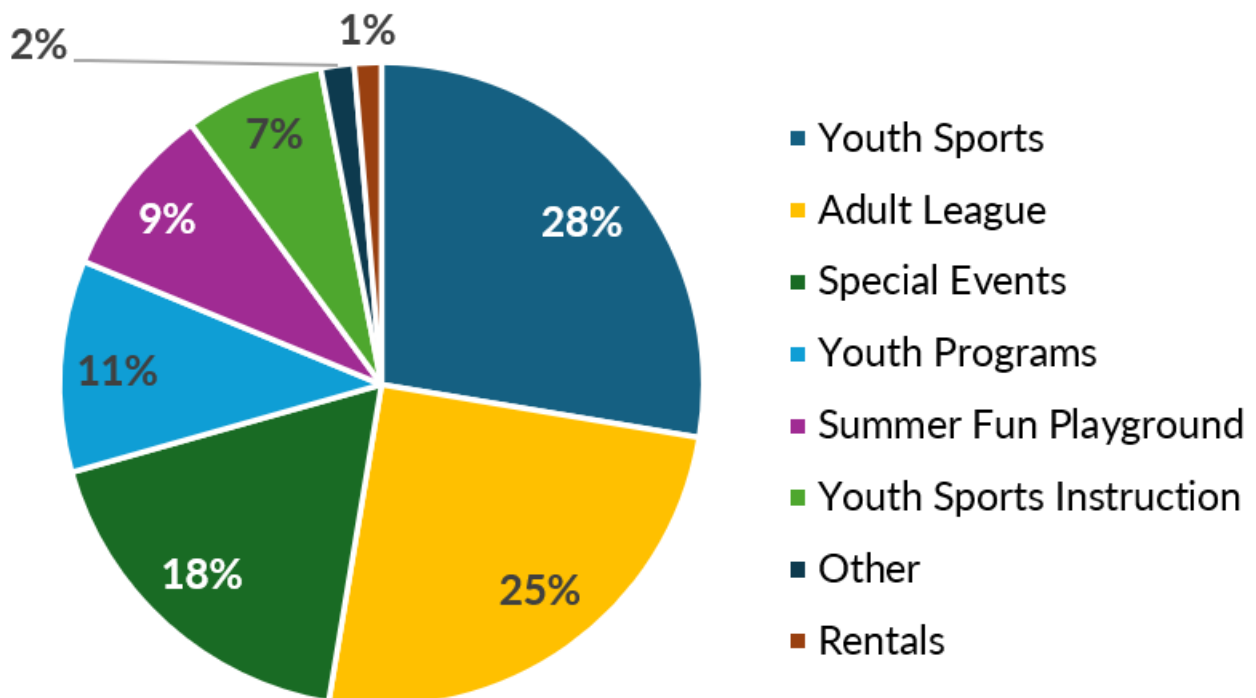
Age of Recreation Program Participants



Where do non-Marshall rec participants come from?



Type of Programming



Marshall is able to attract participants due to its innovative and expansive recreation offerings. The Marshall Recreation Department maintains

a separate website from the general City of Marshall website and keeps an active Facebook account with over 3,800 followers.

The following programs were offered in 2023-24:

Youth Programs • Junior Baseball and Softball • Junior Basketball • Lil' Sports Programs – 3-5yr olds • Floor Hockey • Archery • Flag Football – Spring and Fall Sessions • Summer Fun Playground Camp – 8 weeks • Nerf Wars • Indoor Soccer • After School Programs: • Adventure Club • Kids Night Out	Adult Programs • Adult Volleyball • Adult Softball • Adult Basketball Special Events • Father / Daughter Date Night • Mother/ Son Activity Night Rentals • Kayak, Canoe, and Tube Rentals • Park and Facility Rentals
--	---

Recreation Inventory

Per the City of Marshall Code of Ordinances, Chapter 91. Parks and Recreation, there are eight properties designated as city parks in the City of Marshall:

- Carver Park
- Brooks Memorial Fountain Park
- Marshall Athletic Fields
- Ketchum Park
- Stuart Landing and Millpond Park
- The Brooks Nature Area
- Shearman Park
- Riverwalk

Additionally, the following locations serve as important parks and recreation spaces:

- Allcott Park
- Grand Street Park Peace Park
- Garvin Park
- Cook Property
- Marshall Area Farmer’s Market
- Calhoun County Fair Grounds

And lastly, the following school-owned facilities are places of recreation for the community:

- Gordon Elementary School
- Walters Elementary School
- Hughes Elementary School
- Marshall Middle School
- Marshall High School
- Marshall Academy
- Mar-Lee School

Parks and Open Space

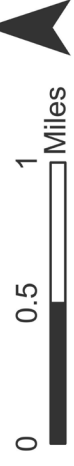
City of Marshall, MI

Parks and Open Space

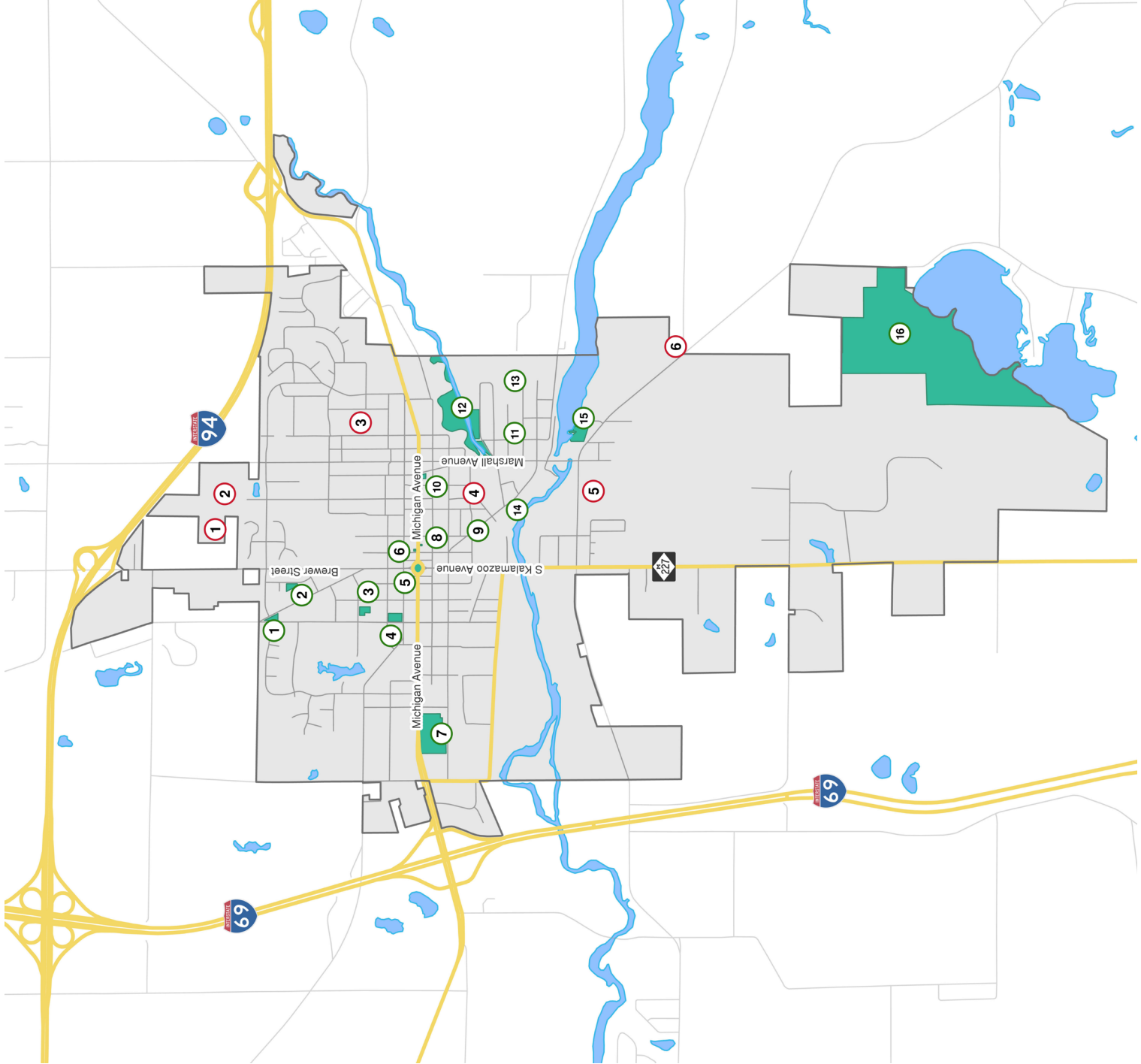
- | | | | |
|----|----------------------------------|----|---------------------------|
| 1 | Cook Park | 2 | Alcott Park |
| 3 | Garvin Park | 4 | Shearman Park |
| 5 | Brooks Memorial Fountain Park | 6 | Grand Street Park |
| 7 | Marshall Athletic Sports Complex | 8 | Peace Park |
| 9 | Farmer's Market (Summer) | 10 | Glen Carver Memorial Park |
| 11 | Farmer's Market (Winter) | 12 | Ketchum Park |
| 13 | Calhoun County Fairgrounds | 14 | Riverwalk |
| 15 | Stuart's Landing | 16 | Brooks Nature Area |

Schools

- | | | | |
|---|---------------------------|---|------------------------|
| 1 | Walters Elementary School | 2 | Marshall High School |
| 3 | Gordon Elementary School | 4 | Marshall Middle School |
| 5 | Hughes Elementary School | 6 | Marshall Academy |



Data Source: City of Marshall, 2024. Michigan Geographic Data Library, 2024. Progressive Companies, 2024.



Accessibility Assessment

The inventory that follows details geographic and operational information for each park, along with an accessibility assessment based on the 2010 ADA Standards for Accessible Design. These standards address design elements such as the width and slope of walkways, the size of print and pictures in interpretive signage, the height of observation decks, and the presence of curb cuts and ramps that connect to pedestrian infrastructure.

Marshall's parks were rated based upon the ranking system below:

- 1** = none of the facilities/park areas meet accessibility guidelines
- 2** = some of the facilities/park areas meet accessibility guidelines
- 3** = most of the facilities/park areas meet accessibility guidelines
- 4** = the entire park meets accessibility guidelines
- 5** = the entire park was developed/renovated using the principals of universal design





Carver Park

East Michigan Avenue and Exchange Street
0.3 Acres

Park Description

Carver Park, located near the intersection of East Michigan Avenue and Exchange Street, is the focal point of the east end of the Central Business District. The park is roughly a third of an acre and centers around a lighted fountain. Benches and landscaping frame the fountain in all directions. The park also features seasonal art exhibits and a drinking fountain. It is used for a number of activities and festivals and has been adopted by the Marshall Garden Club who maintains the plantings in the large flower gardens.





Accessibility Score:



Brooks Memorial Fountain Park

West Michigan Avenue and Kalamazoo Avenue Traffic Circle
1 Acre

Park Description

Brooks Memorial Fountain Park is located in the center of the traffic circle at West Michigan Avenue and Kalamazoo Avenue and serves as the gateway to downtown Marshall when coming from the west. The white pillared fountain at the center of the park was a gift from revered Mayor Harold C. Brooks (1925-1931) in memory of his father, Charles Esselstyn Brooks. Mayor Brooks dedicated the fountain on April 26, 1930.



According to the survey as part of this planning effort, Brooks Memorial Fountain is the most visited park in Marshall. Amenities include a lighted fountain, park benches, and trash receptacles. Beginning in the Summer of 2018, a local group, “The Youngish Professionals” began using this park for an outdoor concert series multiple times during the summer. The “Fridays at the Fountain” program is a highlight of the summer for residents and visitors of all ages in Marshall. Currently, the park is adopted by the Marshall Area Garden Club who plant and maintain the flower gardens that greet the community and visitors from all directions. Incorporated into the City’s seal, the Brooks Memorial Fountain is a cherished symbol of the community.



Accessibility Score:



Marshall Athletic Fields

West Michigan Avenue

13.2 Acres

Park Description

The Marshall Athletic Field Complex is a four-acre facility located on West Michigan Avenue. Amenities include four lighted baseball/softball diamonds with electronic scoreboards, three lighted sand volleyball courts with a covered pavilion, two basketball hoops, and a playground. A concessions building with restrooms is located at the northeast corner of the site. Paved, accessible pathways connect the many amenities of the complex to each other and to the 200-space asphalt parking lot.



With vigilant planning and scheduling, Marshall Recreation Department programs such as men's softball, women's softball, co-ed softball, youth pitch baseball, girl's pitch softball, supervisor pitch baseball, coaches pitch baseball, coaches pitch girls' softball, and t-ball call the Athletic Field Complex home.

The Marshall Athletic Field Complex is also available for rent to outside sports leagues. The Recreation Department reports approximately 1,500 visitors from renting activity. The Athletic Field Complex is open from April through October.



A photograph of a grassy field, likely a sports field, with a chain-link fence and bleachers in the middle ground. In the background, there is a building with a sign that says "MARSHALL LANES" and another building with a sign that says "Marshall Community Center". There are trees and utility poles in the background.

Accessibility Score:



Ketchum Park

East Michigan Avenue and Exchange Street
25 Acres

Park Description

Ketchum Park is a 25-acre facility located on the north and south sides of Rice Creek, from South Marshall Avenue to the eastern City limits. The Mill Race divides the park into what is known as North and South Ketchum. The north and south sections are connected by a pedestrian bridge, donated by the Marshall Rotary Club. This park is a favorite spot in the community and is used extensively for family reunions, company outings, birthday parties, and even the occasional wedding.

North Ketchum includes a small picnic shelter, picnic grills, picnic tables, restrooms, a play structure, and a 100' x 100' skate park. In December of 2011, the City of Marshall was awarded a grant in the inaugural year of the Passport Grant Program from the Michigan Department of Natural Resources. Funds were used for the installation of new doors and time locks on the restrooms, park signage, and paving of the north parking lot.



South Ketchum features a large pavilion, picnic grills, picnic tables, a drinking fountain, the Kids Kingdom playground, and restrooms. Kids Kingdom was the result of a volunteer-led fundraising campaign which featured a design contest with local students. It was constructed in 2005. Most recently, in 2020, the Cronin Millrace Pavilion was constructed, in accordance with the 2018 Ketchum Park Master Plan. Located near the park entrance, the pavilion features a gas fireplace and picnic table seating.



Accessibility Score:



Stuart Landing and Millpond Park

South side of the Kalamazoo River, near Homer Road
2 Acres

Park Description

Stuart's Landing and Millpond Park is located on the south side of the Kalamazoo River, near Homer Road. This two-acre park includes paved parking, restrooms, picnic tables, grills, benches, fishing dock, boat launch, gazebo, and the Frances Stevens Stuart Band Shell. The park was originally developed and donated to the City of Marshall by the Stuart Family. Stuart's Landing is the eastern terminus of the Marshall Riverwalk. Plans for an enhanced canoe livery were developed in 2021. The full design can be found in Appendix H.





Accessibility Score:



The Brooks Nature Area

Along the Shores of Upper and Lower Brace Lakes 185 Acres

Park Description

The Brooks Nature Area (BNA) is located along the shores of Upper and Lower Brace Lakes. Established as a city park on April 17, 2006, the City has owned the property since 1969 when it was acquired from L. Alta Brooks, widow of Louis Brooks. Native prairie has been reestablished in an 88-acre section of the BNA through a partnership between the City of Marshall and the US Fish and Wildlife Service. Wildlife food plots are planted annually in four one-acre sections. The remaining 97 acres in the park feature hedgerows, wetlands, and wooded areas, and offers picnic tables, scenic overlook benches, and bird houses. The Brooks Nature Area Advisory Board oversees the park and advises staff on improvements. In 2017, Eagle Scout Joshua Kilbourn constructed a bathroom.

Most recently, a scenic overlook on Brace Lake has been constructed to view numerous bird species throughout the year.





Accessibility Score:



Shearman Park

Corner of W Mansion and N Linden
1.5 Acres

Park Description

Shearman Park is the newest park in the Marshall Parks system. Formally the site of Shearman School, the school was demolished in 2011 and redeveloped into a city park. The Shearman Neighborhood Committee was instrumental in the development of the park. The park currently houses a covered pavilion with picnic tables, a play area, and an ice-skating rink in the winter. Contributions from the Marshall Community Foundation made improvements to the park possible.





Accessibility Score:

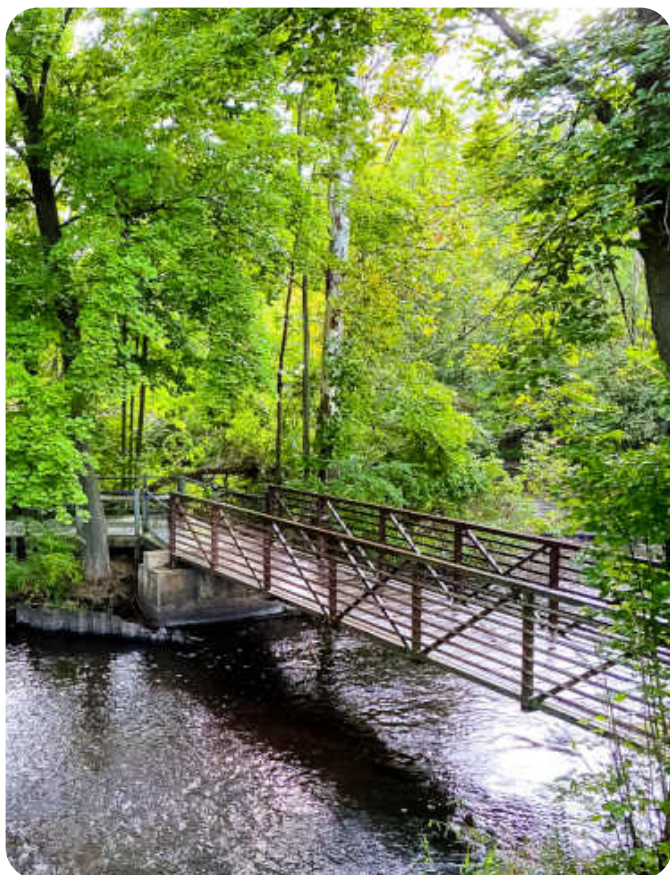


Riverwalk

East Michigan Avenue and Exchange Street 1.5 Miles

Park Description

The Riverwalk is the second most visited park in Marshall, according to the community survey. The Riverwalk consists of 1.5 miles of elevated boardwalk, a paved pathway which includes five pedestrian bridges, boat and canoe launches, and scenic overlook areas. The Riverwalk follows both Rice Creek and the Kalamazoo River extending from Stuart's Landing to South Kalamazoo Avenue. The City of Marshall utilized Natural Resources Trust Fund Grants for this project. The Riverwalk is part of the North Country National Scenic Trail, Iron Belle Trail, and Great Lake to Lake Trail.



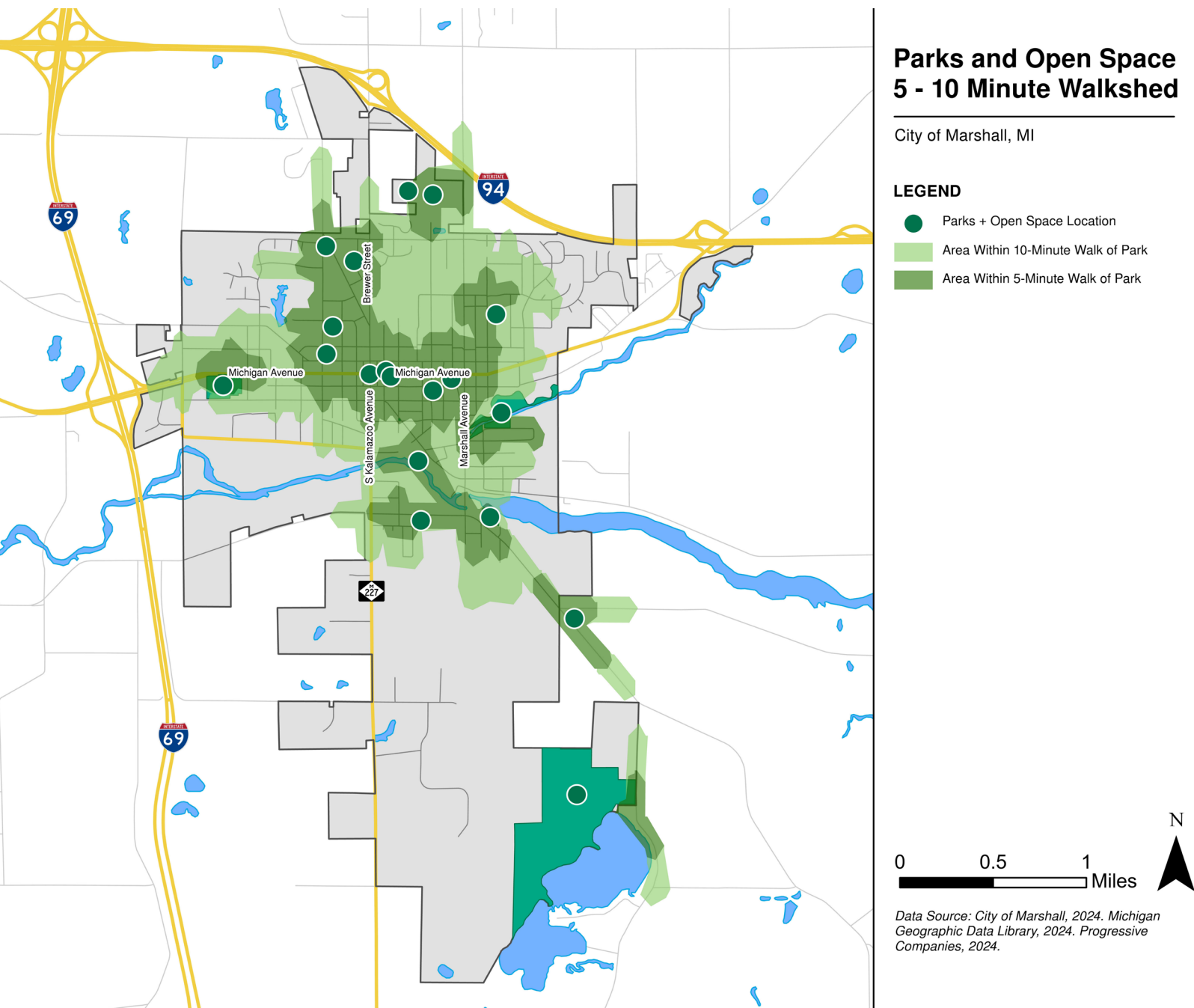
Despite the Marshall Riverwalk meeting 2010 ADA standards, due to maintenance issues, it is currently falling short of accessibility standards in some sections. Renovations to the Riverwalk are already allocated in the Capital Improvement Plan for 2024-2030 and construction is set to begin later this fiscal year. Plans for the extension of the Riverwalk in both directions are shared in the Goals and Objectives section of this Plan.



Accessibility Score:

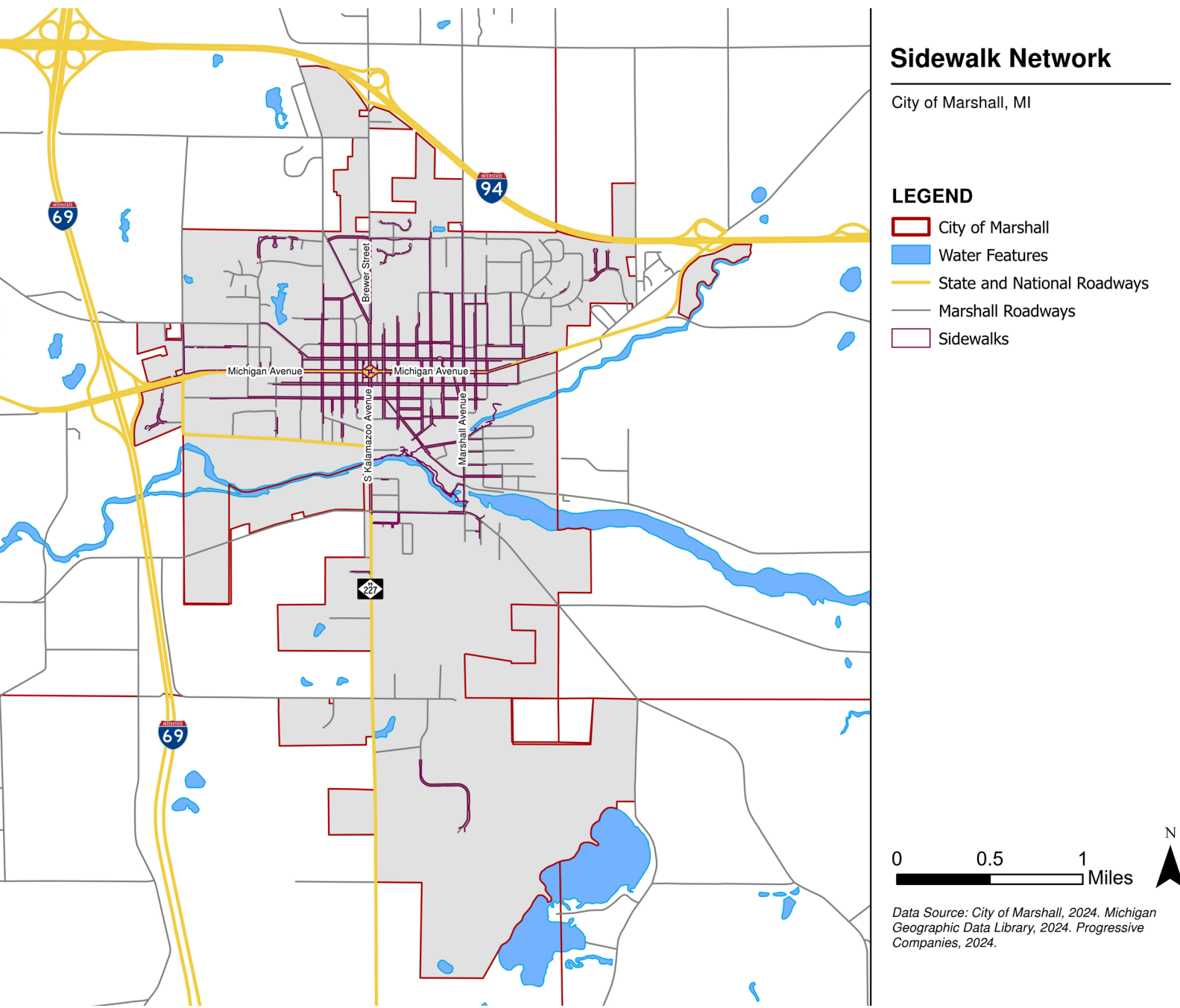


Access to Parks



While Marshall is home to many parks for a city of its size, they are not distributed evenly throughout the city. The map above shows the areas that are within a five-minute and ten-minute walk from Marshall parks and natural areas. These times translate to roughly a quarter mile walk and a half-mile walk, respectively. Schools with playgrounds are also included in the map.

As the map shows, most of Marshall's residential areas are within walking distance of a neighborhood park or recreational access point. However, some of the community's most notable parks and recreation assets like Brooks Nature Area and Ketchum Park are relatively isolated from the core neighborhoods and downtown.



While sidewalk connectivity in Marshall is generally strong, there are significant gaps in the system. Some parks and recreational assets are located in areas where a simple sidewalk is not enough to create safe, comfortable access. Improvements to the non-motorized connections to parks and other assets in the community is a priority of the non-motorized transportation plan that will be incorporated into the city’s 2025 Master Plan update.

Other Parks and Facilities

Grand Street Park

0.06 Acres

Grand Street Park is located in downtown Marshall on the north side of Michigan Avenue at Grand Street. The Park features two shaded tables and the iconic M-A-R-S-H-A-L-L mural. The Park is a small 2,613 sq. ft. but offers a place for respite in the bustling downtown.

Accessibility Score:



Peace Park

0.04 Acres

Peace Park or Sister City Park is another parklet located in downtown Marshall. Just 1,742 sq. ft., the park features a path, benches, and landscaping. A new series of murals was dedicated in 2019 by the Marshall Sister City Committee.

Accessibility Score:



Garvin Park

1.15 Acres

Garvin Park is a neighborhood park located on the south side of Union Street between Linden Street and Mulberry Street. The park features a few benches and interpretive signs.

Accessibility Score:



Allcott Park

0.9 Acres

Allcott Park is located on the north side of town, off of Allcott Avenue. Largely unimproved, this park has open green space and soccer nets.

Accessibility Score:



Cook Property

0.67 Acres

The Cook Property is an unofficial park in the City of Marshall on the northwest side of town. Triangular in shape, the property is largely an unimproved field. Given the lack of parks on the city's northwest side, improvements to this neighborhood park could be an equitable investment.

Accessibility Score:



Marshall Area Farmers' Market

1.1 Acres

The Marshall Area Farmers' Market has operated in downtown Marshall since 2002, bringing fresh produce, meat, baked goods, flowers, and beyond to Marshall's citizens and visitors. In the summer, the market operates from the parking lot at 125 W. Green St. The lot is improved with a small permanent shed and vendors set up throughout the lot. During the winter months, the market operates out of the B.E. Henry Building at 615 S. Marshall Ave. Market days are on Saturday.

Accessibility Score:



County Fairgrounds

45 Acres

As the county seat, Marshall is home to the Calhoun County Fairgrounds. The fairgrounds are located in the southeast section of the city and feature a 2,400-seat grandstand, stage, historic church, camping facilities, and a half mile horse track. The fairgrounds hold events throughout the year and boasts being Michigan's oldest fair, starting in 1839. While located in the City of Marshall, the Fairgrounds are owned and operated by a nonprofit organization, Calhoun County Agricultural & Industrial Society.

Accessibility Score:



School-Owned Facilities

Gordon Elementary School

Gordon Elementary School is eight acres and serves the northeast section of the City. The outdoor recreation area is used year-round, from playground activity in the summer to sledding in the winter. The north side of the school includes multiple climbers and play structures, swings, soccer and softball fields, and balancing challenges. The south side of the school includes two swing sets, a soccer field, and a school age play structure rated for kids 5-12 years. A fenced area geared for kindergarten students contains a geo-climber, swings, and a small play structure. Indoor areas used for recreation include a multi-purpose room and gymnasium.

Walters Elementary School

Walters Elementary School is roughly ten acres and located on the north side of the city adjacent to Marshall High School. The playground is located to the rear of the school and includes a small soccer field with goals surrounded by a paved track, a pre-school age play structure rated for 2-5 years, a garden area with benches, gaga pit, swings, geo-climber, basketball court with two hoops and a school age play structure rated for 5-12 years. Indoor areas used for recreation include a large cafeteria with stage, gymnasium with spectator seating, and a wrestling room. Located just outside the cafeteria is an area with several picnic tables.

Hughes Elementary School

Hughes Elementary School is a seven-acre site located on the south side of the City. To the east of the school building is a small, paved track, soccer field, and basketball court. The south side of the school features two large swing sets, a geo-climber, a "rocket" play structure, and a play structure rated for children 5-12 years. The east side of the school contains an additional large swing set, a basketball court,

and a small play structure. Indoor areas used for recreation include a multi-purpose room and a gymnasium with stage.

Marshall Middle School

Marshall Middle School is a seven-acre facility and is located one block south of the central business district. Outdoor areas used for recreation are located on the south side of the school and include a softball field, basketball courts with four hoops, gaga pit, and a large open space. Indoor areas used for recreation include a large cafeteria, auditorium, and a full-size gymnasium with spectator seating and a balcony.

Marshall High School

Marshall High School is a 58-acre site located on the north side of the city. Several recreation leagues utilize the MHS facilities which include ten tennis courts with concessions and restrooms, a three-mile cross country course, an indoor swimming pool, a large cafeteria, and a gymnasium with spectator seating and balcony areas. Facilities used primarily for high school sports include Joe Cooper Baseball Field and Wise Fast-Pitch Field, and a soccer field, football field, weight room, and auditorium.

Marshall Academy

Marshall Academy is a K-12 tuition-free charter public school located southeast of Marshall on Homer Road. While not located within the city limits, the Academy does offer parks and recreation amenities used by the broader Marshall community. The facility is situated on 35 acres and includes open green space, a play structure, a geo-climber, basketball hoop, and a soccer/softball field. The school also has a full-size gym with multi-purpose flooring.

Mar-Lee School

Mar-Lee School is a K-8 tuition free public school located northeast of Marshall on H Drive. The facility is situated on approximately ten acres and includes open green space, play structures and climbers, basketball hoops, a baseball field, and a paved track. Inside the facility is a full-size gymnasium.

Natural Resource Inventory

Waterways

Kalamazoo River

The Kalamazoo River runs east to west through the southern portion of the city. The river is used by residents and visitors alike for canoeing, kayaking, swimming, fishing, and more. There are two public launches located in the City of Marshall, one at Stuart's Landing and one at the Riverwalk, near the Public Services Building. Saylor's Landing is another popular launch located just outside the city limits to the west in Marshall Township. The Kalamazoo Watershed Council is a nonprofit entity that works to coordinate governmental units and others in the community to restore and protect the Kalamazoo River.



Rice Creek

Rice Creek flows from northeast corner of Marshall through Ketchum Park and empties into the Kalamazoo River near the Riverwalk. Rice Creek is a designated trout stream and sees fly fishing throughout the year.



Upper and Lower Brace (Stuart) Lakes

Upper and Lower Brace Lakes are located in the southeast portion of Marshall. Upper Brace Lake is roughly 70 acres and features a boat launch on its eastern shore. Lower Brace Lake is approximately 115 acres and 35 ft at its deepest point. Brooks Nature Area is located to the north of Upper Brace Lake. The lakes see swimming, boating, fishing, hunting, and more throughout the year.



Talmadge Creek

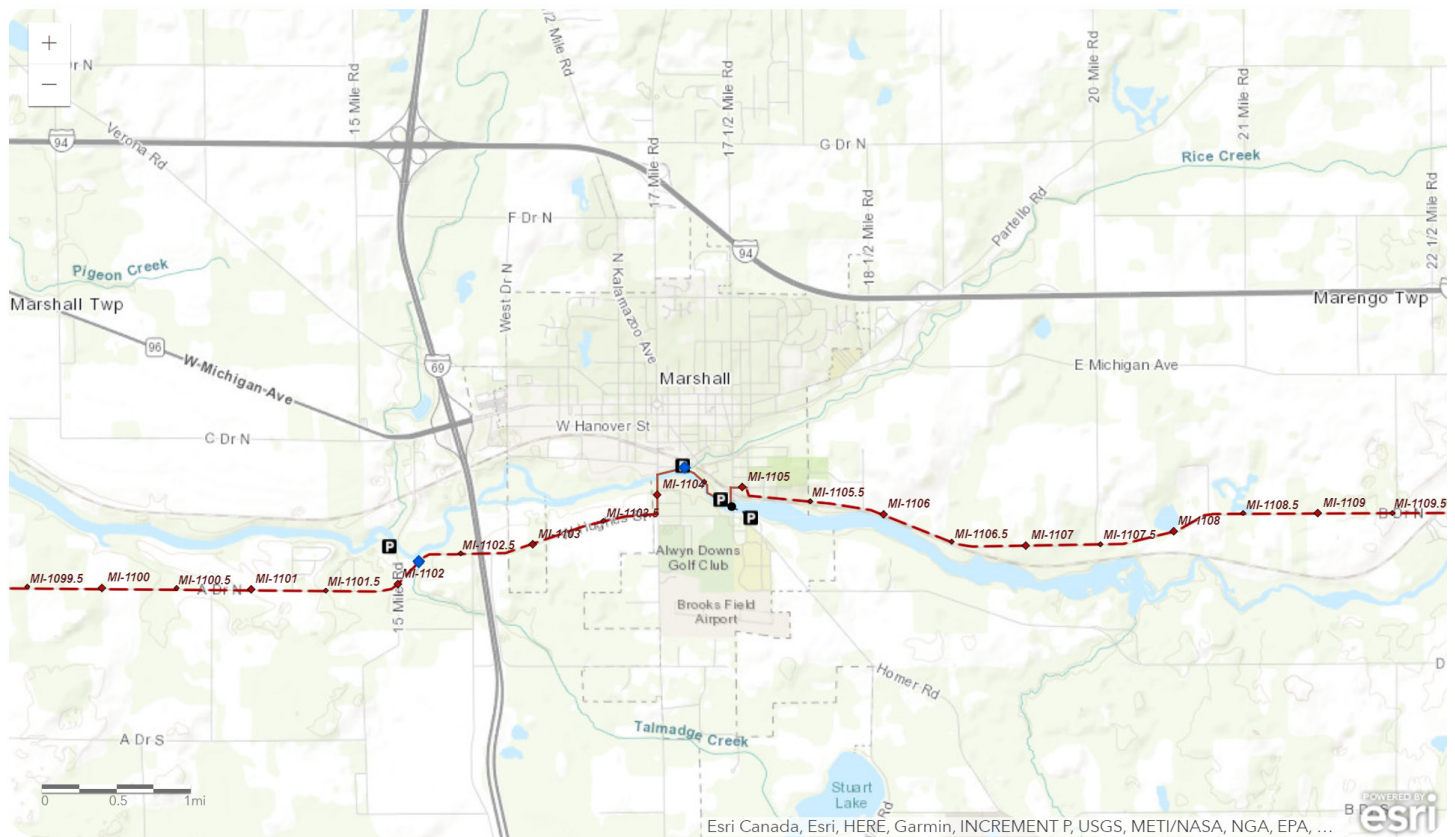
A tributary of the Kalamazoo River, Talmadge Creek flows through the southern portion of the city. The site of a devastating oil spill in 2010, the Creek recently received the prestigious Certified Wildlife Habitat from the National Wildlife Federation after considerable remediation efforts.



Trails

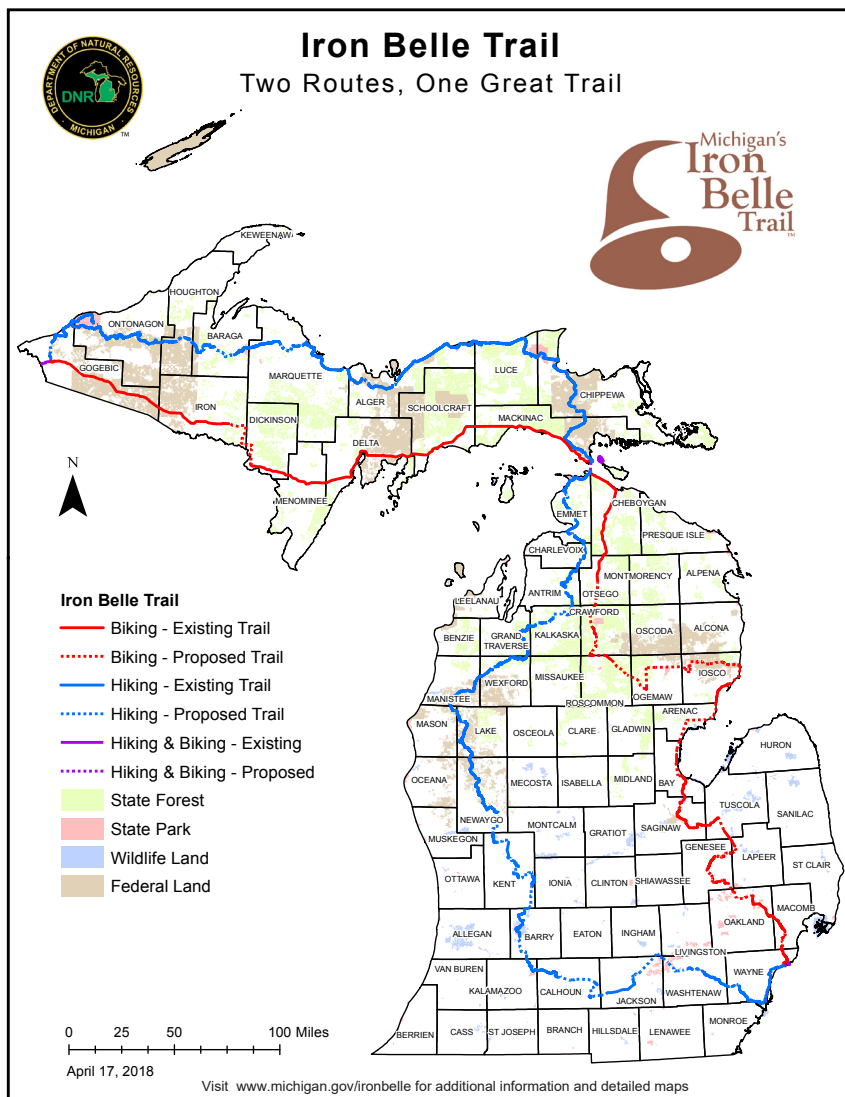
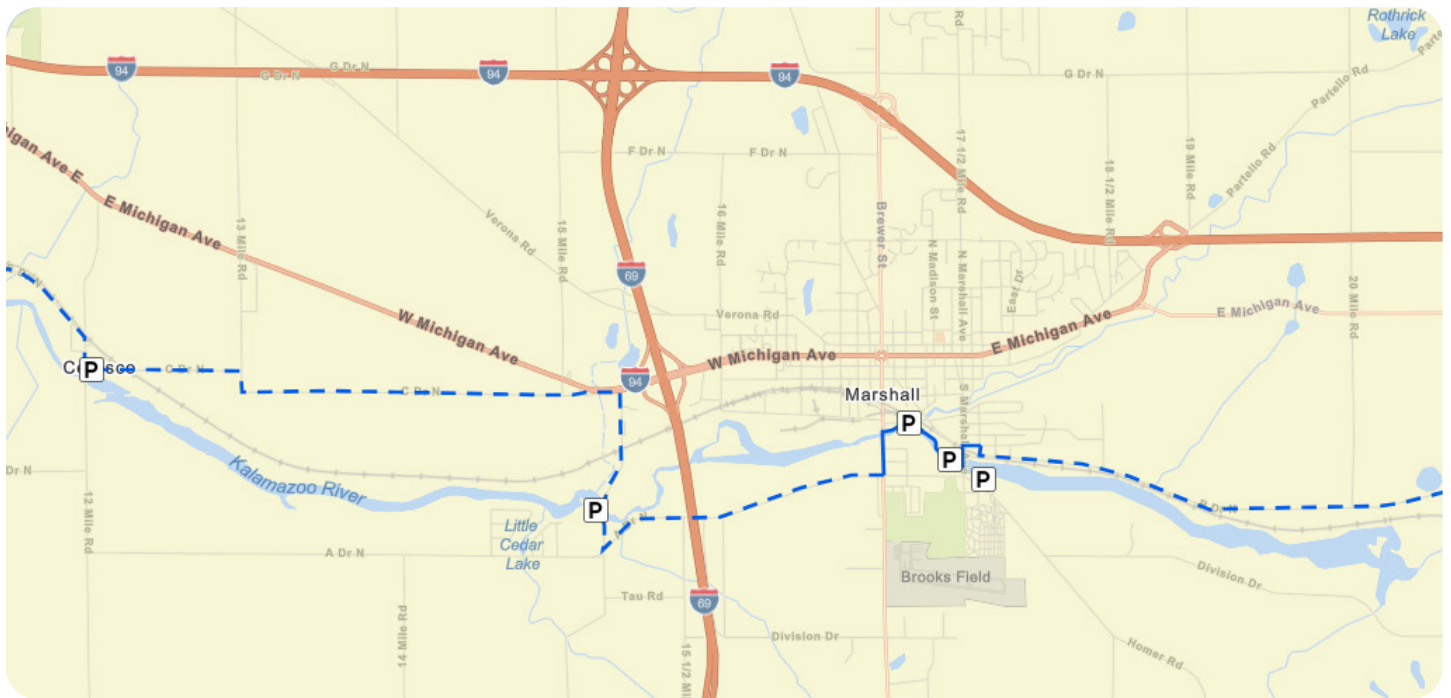
Three major state and national trails run through the heart of Marshall: the North Country Trail, Iron Belle Trail, and the Great Lake to Lake Trail. Details that follow explain the planned routes for the three trails. In the goals and objectives section of the plan, a vision for optimizing the route of these trails through Marshall is shared.

North Country Trail



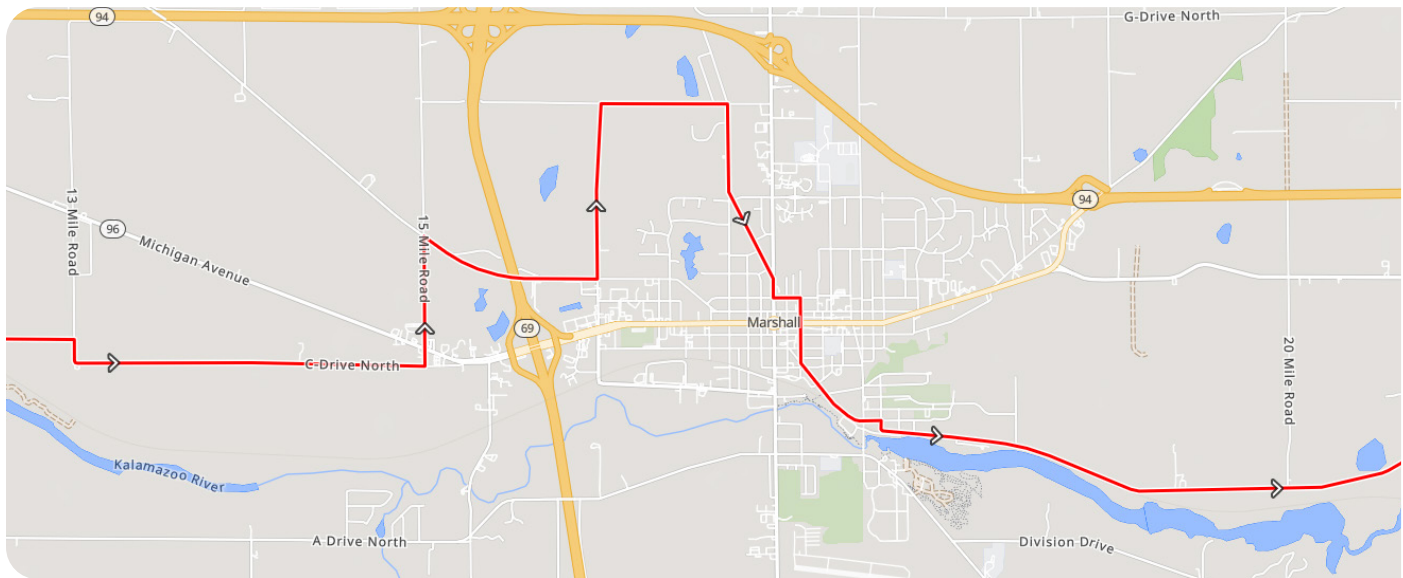
The North Country Trail (NCT) stretches approximately 4,800 miles from Vermont to North Dakota, making it the longest National Scenic Trail in America. Michigan hosts the most North Country National Scenic Trail miles of all eight states: 1,180. The NCT stretches across Calhoun County and routes right through Marshall, running along the Kalamazoo River as part of the Riverwalk. The full segment of the NCT is not yet constructed. Given the development of the Blue Oval Plant / MAJOR site, the NCT may be routed further north than originally planned into the conservation easement running to the south of the MAJOR campus site.

Iron Belle Trail



The Iron Belle Trail is a dual trail being developed by the DNR. Using existing trail networks and new connections, the Iron Belle Trail extends more than 2,000 miles from the far western tip of the Upper Peninsula to Belle Isle in Detroit. The hiking route crosses through Marshall, south of downtown. Given the development of the MAJOR campus site and the creation of a conservation easement, plans are to route the hiking section further south in this easement. The trail is currently 71 percent completed.

Great Lake to Lake Trail - Route 1

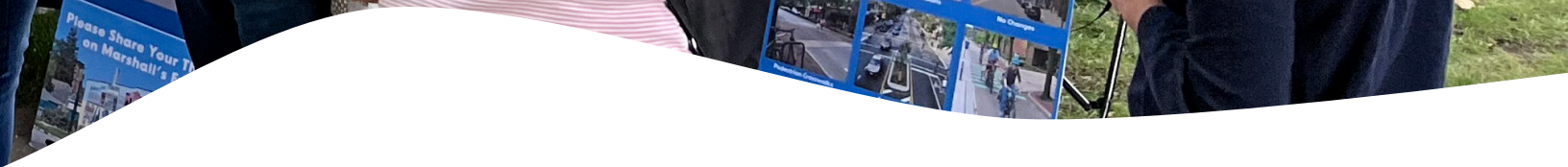


The Great Lake to Lake Trail system is a group of five biking trails that traverse the state of Michigan. Each route connects two of the Great Lakes. Route 1 runs from Port Huron in the east to South Haven in the west and is routed through Marshall. While the trail is routed north of downtown at present, the City of Marshall plans to work with partners such as Calhoun County, the Michigan Dept. of Natural Resources, and Michigan Trails Alliance to route the trail south of the MAJOR site, through the conservation easement.





3



Planning and Public Input Process



The planning process for the Parks and Recreation Plan update began in early April 2024. Staff from Progressive Companies and key stakeholders within the City of Marshall administration met to discuss parks and recreation priorities and to conduct a walking tour of existing parks facilities. A series of focus groups with Marshall area business leaders was held in May 2024 to further explore opportunities and challenges in Marshall as the planning process for the master plan, non-motorized transportation plan, economic development plan, and parks and recreation plan kicked off. The public was engaged on the parks and recreation plan at a series of in-person pop-ups at community events and via an online survey.

Pop-Ups

The planning team held two pop-ups focused on the Parks & Recreation Master Plan update in July 2024. The first was at a Fridays at the Fountain concert on July 12th, in collaboration with the Youngish Professionals Network of Marshall. A second pop-up was held at the Marshall Area Farmer's Market on July 13th with the same activities.

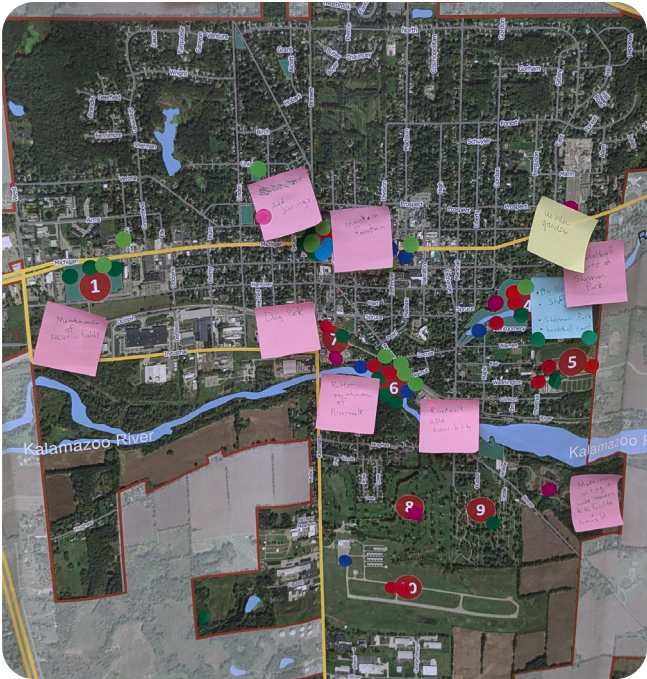
Attendees were asked to spend \$50 in "Marshall Money," allocating their dollars to the parks priorities they cared about most. Eight priorities were identified based on initial survey results and findings from in-person conversations with staff and other stakeholders. Total spending at both pop-ups totaled \$7,060 dollars, meaning around 141 people cast their votes! The top three choices when considering both pop-ups were (1) Riverwalk enhancements and extension, (2) Trails and bike paths, and (3) Indoor recreation facility. Full results are shown on the board used at the event to the right. Participants were also asked to place colored dots on a large, billboard map of Marshall indicating the places they wanted to maintain and change, and which locations they considered to be quintessential destinations in Marshall. Sticky notes were available so participants could share other thoughts on their choices or ask questions.

What Do You Want To See in Marshall's Parks?

You have \$50 in Marshall Money! Spend it on the park features and improvements that are most important to you. If there is a feature you don't see, please write it on a sticky note and place it in the "Other" box.



Trails and Bike Paths 2 \$1,190	Accessibility Improvements 7 \$690	Indoor Recreation Facility 3 \$810
Dog Park 4 \$770	Canoe + Kayak Livery 5 \$750	Updated Playground Equipment 6 \$700
Landscaping and Maintenance 9 \$380	Riverwalk Enhancements + Extension 1 \$1,320	Other Write desired park amenity on a sticky note and place it in the "Other" box! 8 \$450



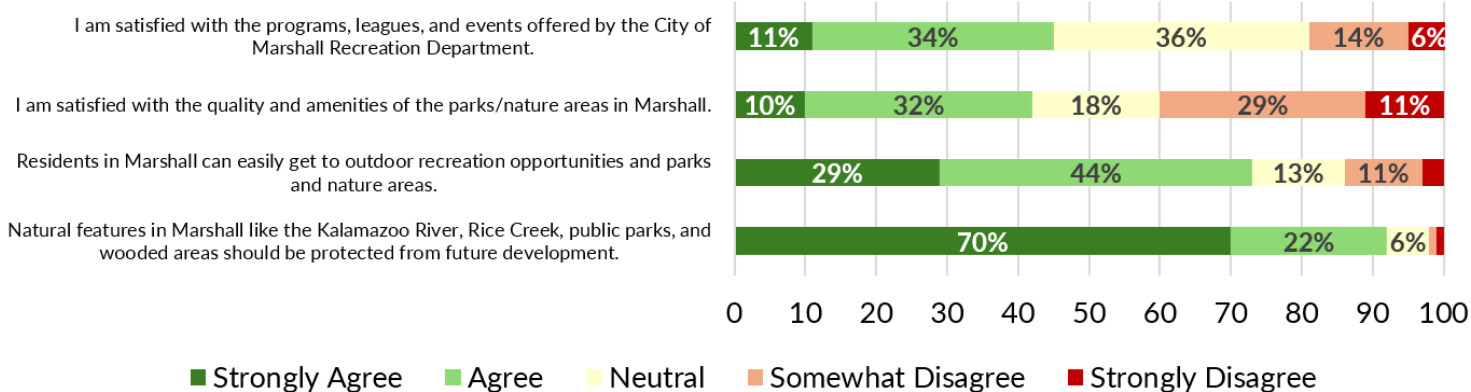
Online Survey

The other key method of public engagement was an online survey running from late June to late September 2024. The online survey featured 19 questions on a host of topics such as housing, transportation, and parks. Word of the survey was spread through the City of Marshall and Parks Department websites and social media pages. Flyers with a QR code to take the survey were distributed at community events in the summer such as Bluesfest. Additionally, yard signs with the QR code link to the survey were posted at all city parks to help get the word out.

As of writing, almost 550 people have responded. Questions on parks, recreation, and sustainability priorities were asked, in addition to other questions relevant to the concurrent planning processes for the Master Plan, Non-Motorized Transportation Plan, and Economic Development Plan.



Environment, Parks, and Recreation

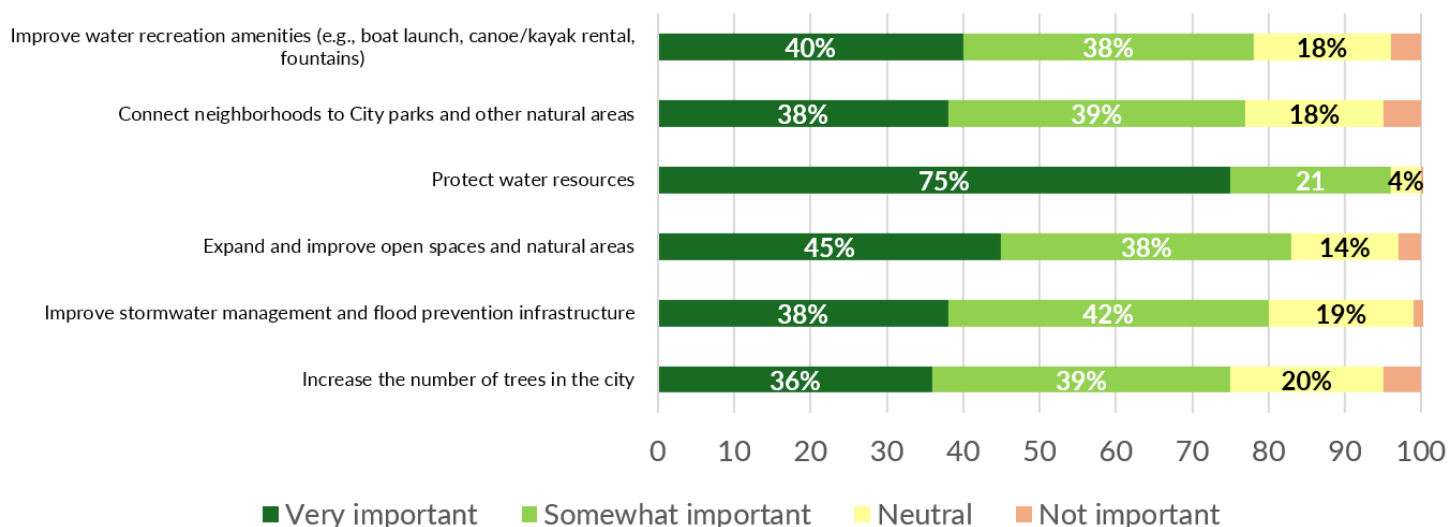


Respondents to the survey strongly support the preservation of natural features in Marshall. 82 percent of survey takers indicated that agreed or strongly agreed with a statement with that sentiment. In terms of access to parks, the majority of respondents indicated that Marshall residents can easily get to outdoor recreation. 72 percent of those surveyed agreed or strongly agreed.

When judging the quality of parks facilities and recreation programming, responses were a bit

milder. Only 44 percent of those surveyed agreed or strongly agreed that Marshall recreation programs were satisfactory and only 43 percent of those surveyed agreed or strongly agreed that they are satisfied with the quality and amenities of Marshall's parks and nature areas. Specific criticisms and suggestions for parks and recreation will be shared later in this section, and were critical in shaping the Goals and Objectives for the Parks and Recreation Plan featured later in this report.

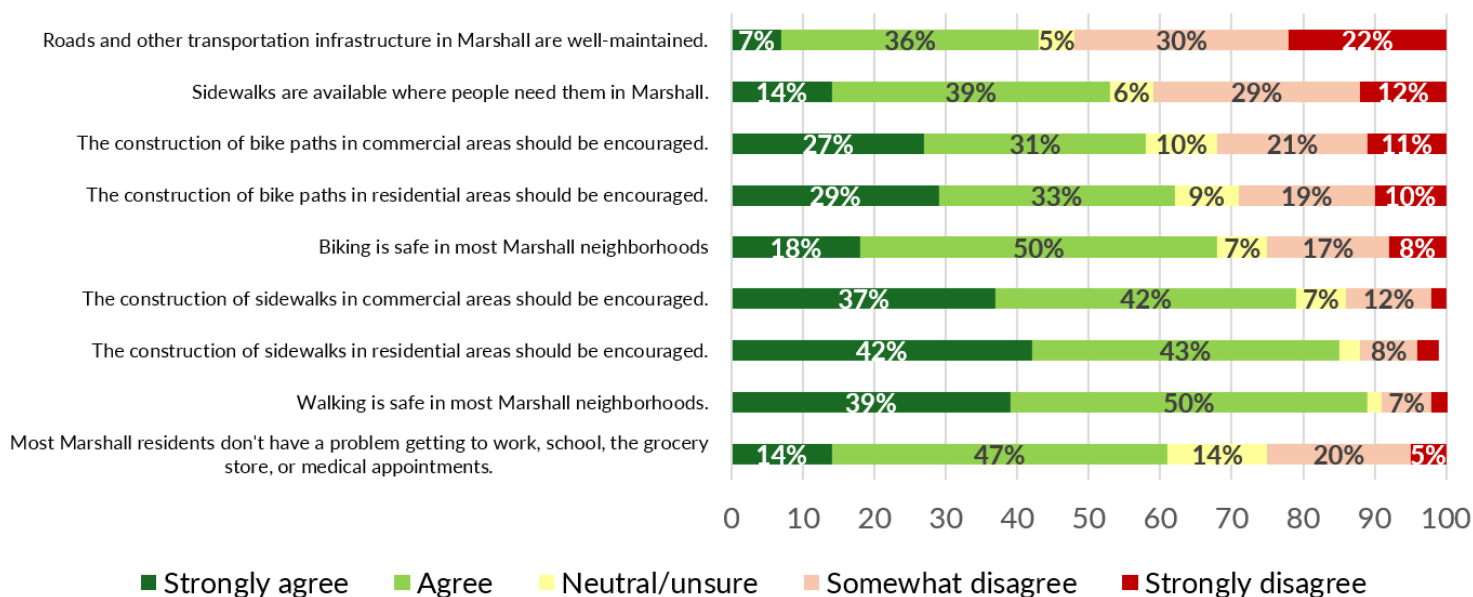
Natural Resources Initiatives



The top natural resources priority for survey respondents was to protect water resources. 96 percent of those surveyed indicated that it was important or very important.

The other five priorities all have strong support, with between 75 and 83 percent support.

Transportation



While this plan will save much of the detailed transportation and mobility analysis to the Non-Motorized Plan, the connection between parks and trails is an important one to incorporate. Based on survey results, the majority of respondents feel walking is safe in most Marshall neighborhoods, at 89 percent.

However, just half of respondents, 53 percent, believe sidewalks are available where people need them in Marshall, and less than two-thirds believe most residents can get to the places they need to go, such as work and school, 61 percent.

When deciding where to locate new sidewalk infrastructure, there was a slight preference for residential areas over commercial. 85 percent of respondents feel sidewalks should be located in residential areas, while 79 percent believe they should be located in commercial areas. A majority of respondents also believe bike paths should be constructed in Marshall, but the preference is less than for sidewalk constructions. 62 percent of respondents agree that bike paths should be constructed in residential areas while 58 percent believe they should be constructed in commercial areas. 68 percent of respondents also reported that biking is safe in most Marshall neighborhoods.

One point of contention that arose in the survey data is on the topic of maintenance. Over half of respondents, 52 percent, do not believe roads and other transportation in Marshall are well-maintained. The issue of maintenance will come up again when respondents are asked to discuss park improvements. Park and facility maintenance is the number one priority that emerged in the survey. The word cloud below shows the frequency of topics in survey responses.



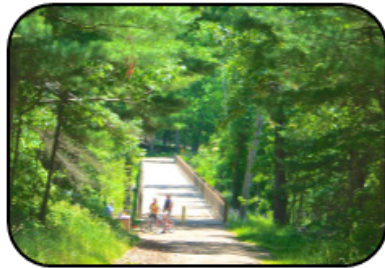
Maintenance was mentioned 96 times out of the 187 respondents who answered the question on park improvements, or in over half of all responses, 51 percent. Of these, 43 people mentioned the riverwalk as a park in need of improvement. The top five park improvements reported in the community planning survey are listed in the graphic below.



Maintenance
96



Riverwalk Repair
43



Trails, walking/bike
paths, connectivity
23



Upgraded playground
equipment
20



Pool, water park,
splash pad
19

Interestingly, although landscaping and maintenance came in last place during the “Marshall Money” exercise at the community pop-ups, it was the top priority identified in the survey. This dichotomy may reflect the conflict that exists within the Parks Department today. Maintaining what already exists is less exciting than a new splash pad or dog park, but maintenance is critical in the image Marshall puts forward to visitors and residents alike. Taking good care of the existing parks system is a top priority in the Goals and Objectives shared later in this report.

Another useful metric ascertained by the online survey was parks usage. The table below shows the frequency with which survey respondents visited Marshall’s official city parks and other associated recreation spaces.

Park	Weekly +	Monthly	A few times	Never	Not sure
Marshall Area Farmers Market	27%	30%	27%	14%	2%
Brooks Memorial Fountain Park	26%	26%	39%	8%	1%
Riverwalk	22%	24%	36%	16%	2%
Ketchum Park	21%	25%	40%	13%	2%
Stuart Landing and Millpond Park	14%	23%	40%	22%	2%
Calhoun County Fairgrounds	6%	19%	59%	13%	2%
The Brooks Nature Area	9%	15%	35%	36%	5%
Marshall Athletic Fields	10%	10%	32%	46%	2%
Shearman Park	5%	10%	22%	53%	11%
Carver Park	6%	6%	33%	44%	11%
Grand Street Park	3%	8%	21%	54%	13%
Allcott Park	2%	5%	16%	59%	18%
Cook Park	1%	4%	12%	61%	21%
Garvin Park	1%	4%	13%	61%	22%

The complete survey with all responses can be found in Appendix E.

Summary of Timeline

The City of Marshall prepared a schedule allowing community member's ample review and input throughout the planning process. The following schedule was proposed:

- April 10 – Kickoff meeting
- May 6 – Focus groups
- June 22 – Public survey goes live
- June 25 – PRC meeting; discussion of plan principles
- July 30 – Marshall Master Plan Steering Committee meeting with presentation of Parks and Recreation Plan community input thus far and draft goals
- August 27 – PRC discussion of rough draft
- September 30 – Public survey ends
- September 24 – PRC recommendation of final draft
- September 25-October 24 – 30-day public comment period
- November 13 – Planning Commission recommendation of Plan
- December 2 – City Commission adoption of Plan



Goals, Objectives, and Implementation

Historic and Potential Funding Sources



The goals and objectives that follow were derived from an analysis of existing conditions, review of past Parks and Recreation Plans, feedback from the City of Marshall staff and other partners, and input from the community during the engagement process.

Goal 1:

Maintain and enhance existing parks and facilities.



- a.** Build in maintenance funds for all new park projects.
- b.** Implement a maintenance plan for landscaping, including tree trimming, weed removal, and invasive species control.
- c.** Hire staff to manage maintenance efforts.

- d.** Utilize volunteers to maintain existing park facilities.
 - i. Create and maintain page on Parks & Recreation website with current volunteer needs and opportunities for easy coordination.
 - ii. Work with local Girl and Boy Scout Troops, Marshall Rotary Club, Marshall Area Garden Club, Marshall Community Foundation Youth Advisory Council, Marshall District Library, and others to identify appropriate volunteer opportunities.

- e.** Identify opportunities for corporate sponsorship that can help fund park maintenance and improvements.

- f.** Complete repairs and renovations to existing facilities, as called for in the Capital Improvement Plan for 2024-2030.

- i. Riverwalk
- ii. Kids Kingdom
- iii. Skate Park
- iv. Athletic Fields

- g.** Make accessibility upgrades to existing parks.

- i. Add ADA accessible playground equipment to parks.
- ii. Add senior exercise equipment to Shearman Park.

- h.** Implement measures to improve park safety.

Goal 2:

Increase connectivity within and beyond Marshall by closing gaps in the sidewalk, trail, and waterway network.



a. Expand the Riverwalk to the east and west, helping to link the uncompleted sections of the North Country Trail, Iron Belle Trail, and Great Lake to Lake Trail.

b. Complete unfinished sections of the North Country Trail, Iron Belle Trail, and Great Lake to Lake Trail.

- i. Rerouting of trails to conservation easement to the south of the MAJOR site.

Complete unfinished sections of the North Country Trail, Iron Belle Trail, and Great Lake to Lake Trail.

- i. Rerouting of trails to conservation easement to the south of the MAJOR site.
- ii. Construct pedestrian/bike crossing at I-69 and Michigan Avenue in collaboration with Calhoun County and MDOT.
- iii. Acquire land and construct trail to connect Riverwalk and Michigan Avenue, east of Ketchum Park.

c. Improve public access to the river.

- i. Implement Stuart's Landing plan improvements.
- ii. Add/enhance canoe/kayak launch and livery near Public Services building.
- iii. Collaborate with neighboring jurisdictions, Calhoun County, the State of Michigan, and nonprofits such as the Kalamazoo Watershed Council to facilitate and fund river improvements.

d. Add bicycle and pedestrian infrastructure to connect Marshall's neighborhoods to parks.

- i. Develop a network of sidewalks and linear paths to connect all parks and all neighborhoods.

Goal 3:

Market parks and recreation facilities and programming more broadly and effectively.



- a.** Develop and install signage at all city parks with consistent and clear branding.
- b.** Market Marshall's local parks, regional trail connections, and recreation programming.
 - i. Integrate parks and recreation programming and facilities more fully into the "Choose Marshall" messaging and brand.
 - ii. Downtown display board or signage.
 - iii. Visitor's Center marketing materials.

- c.** Partner with the Marshall Historical Society to develop historical self-guided/interpretive tours in city parks to highlight unique moments and places in Marshall's history and more fully integrate parks into tourism efforts. This should include Oakridge Cemetery as a focal point.
- d.** Explore opportunities to highlight the city's Native American history with the Huron Band of the Potawatomi Tribe.
- e.** Prioritize marketing of parks and recreation programs in conjunction with the DDA, Choose Marshall, and other related marketing efforts.
- f.** Apply for the Trail Town designation through the Dept. of Natural Resources.

Goal 4:

Continue to innovate and provide high quality recreation programming and meet facility and amenity needs throughout the park system.



- a.** Develop new parks and recreation facilities to meet community needs. The following facilities have been identified as priorities by the community.

- i. City of Marshall facilities
 - Dog Park
 - Eaton Park / Athletic Field Expansion (splash pad and pickleball courts)
 - Ketchum Park (implement Ketchum Park Master Plan)
 - Farmers Market Pavilion

- ii. Partner facilities with City of Marshall support
 - Indoor Recreation Center (in partnership with Marshall Public Schools)
 - Bear Creek Museum & Nature Center (MAEDA-led initiative)

- b.** Collaborate with community partners to develop and engage youths and teens.

- i. Support Kalamazoo River Youth Experience
- ii. Continue to partner with the Marshall Library on programming such as an outdoor gear rental system or nature/health focused events
- iii. Create more outdoor recreation programs using local parks and waterways
- iv. Use input from the 2024 Community Planning survey to create programs for the City and surrounding communities

Goal 5:

Improve climate resilience, flood prevention, and health of local natural resources.



- a.** Promote environmental stewardship through planting native species, pollinators, and hosting annual or bi-annual river cleanups.
 - i. Rice Creek clean up
 - ii. Kalamazoo River clean up
- b.** Incorporate green infrastructure into new parks projects
- c.** Expand the planting of trees to maintain and improve the street tree stock

Implementation Matrix

The following matrix serves as a guide for the execution of the goals and objectives contained in this Plan. The timeline for action items is categorized into Short (within the next two years), Medium (2-5 years), Long (5+ years), and Ongoing.

This matrix is designed to complement and inform the Capital Improvement Plan and both documents should be considered concurrently.

Objective	Champion	Funding Source(s)	Timeline
Goal #1. Maintain and enhance existing parks and facilities.			
1A. Build in maintenance fund for all new park projects	Community Services	Grants, Calhoun County Millage, General Fund	Short
1B. Maintenance plan for landscaping, etc.	Parks, DPW	General Fund, Sponsorships	Short
1C. Hire maintenance staff	Parks, DPW	General Fund	Medium
1D. Utilize volunteers for park maintenance	Parks, DPW	N/A	Short
1E. Identify sponsorship opportunities	Community Services, City Manager	N/A	Medium
1F. Repairs and renovations to existing facilities	Parks, DPW	General Fund, Sponsorships	Medium
1G. Accessibility upgrades to existing parks	Parks, DPW	General Fund, Sponsorships	Medium
Goal #2. Increase connectivity within and beyond Marshall by closing gaps in the sidewalk, trail, and waterway network.			
2A. Expand Riverwalk to east and west	Community Services	Grants (MDNR, Foundation)	Medium
2B. Complete unfinished sections of NCT, Iron Belle Trail, Lake to Lake Trail	Community Services	Grants (MDNR, Foundation), Calhoun County	Medium
2C. Improve public access to river	Parks, DPW	Grants (MDNR, Foundation), Calhoun County	Short
2D. Add bicycle and pedestrian infrastructure to connect parks and neighborhoods	Community Services, DPW	Grants, City Capital Fund	Ongoing
Goal #3. Market parks and recreation facilities and programming more broadly and effectively.			
3A. Develop and install signage at city parks	Parks, Community Services	Sponsor-ships	Short
3B. Market local parks, regional trail connections, and programming	Parks, Recreation, MAEDA	General Fund	Short
3C. Partner with Marshall Historical Society on interpretive signage/tours	Parks, Recreation, Marshall Historical Society	Partnership	Short
3D. Explore opportunities to highlight the city's Native American history with the Huron Band of the Potawatomi Tribe.	Parks, Recreation & Cemetery Board	Grants	Medium
3E. Prioritize marketing of parks and recreation programs in conjunction with the DDA, Choose Marshall, and other related marketing efforts.	Parks, Recreation, DDA	General Fund	Short
3F. Apply for Trail Town designation	Parks, Community Services	N/A	Short

Goal #4. Continue to innovate and provide high quality recreation programming and meet facility and amenity needs throughout the park system.			
4A. Develop new parks and recreation facilities	Parks, City Manager	Grants, Bonds/Millages	Long
4B. Collaborate with community partners to engage youth/teens	Community Services, Recreation	N/A	Short
Goal #5. Improve climate resilience, flood prevention, and health of local natural resources.			
5A. Host clean-up days of parks and rivers	Recreation, Community Services, Kalamazoo River Watershed Council	Partnership	Short
5B. Incorporate green infrastructure into new parks projects	Parks, DPW	Various	Long
5C. Expand planting of trees	DPW, Parks, Community Services	Various	Ongoing

Historic and Potential Funding Sources

DNR Recreation Grant History

The City of Marshall has been fortunate to be awarded recreation grants from the DNR to fund critical parks improvements throughout its history. A total of seven grants have been awarded for roughly \$868K. Appendix D summarizes the City's DNR recreation grant history in more detail, but general details are provided below.

Year	Project	Grant Type	Amount
1980	Ketchum Park Improvements		\$20,000
1993	Athletic Field Renovation		\$81,500
1994	Waterfront Trail Development	MNRTF	\$157,500
1998	Riverfront Trail Land Acquisition	MNRTF	\$29,203
1998	Riverfront Trail Development	MNRTF	\$358,000
2000	Riverwalk Development	MNRTF	\$191,444
2011	Ketchum Park Improvements	Recreation Passport	\$30,000

Funding Sources

State

- Michigan Natural Resources Trust Fund (MDNR)
- Recreation Passport Grant Program (MDNR) Spark Grants (MDNR)
- Land and Water Conservation Fund (MDNR)
- Michigan Economic Development Corporation (MEDC)
- County / Regional
- Calhoun County
- Kalamazoo Watershed Council

Local

- Marshall Benja Men
- Marshall Area Rotary Club
- MAEDA

National / Other Philanthropic

- National Fish and Wildlife Foundation
- NOAA/American Rivers
- U.S. Army Corps of Engineers
- AARP Community Challenge
- Outdoor Foundation Grants
- Nature Michigan Grant Program (Michigan Environmental Council)



Appendices

Appendix A. Parks Department Budget

Expenditure	FY 2021 Actual	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted	FY 2025 Proposed
Payroll	8,371	9,733	20,355	23,888	19,702
Other Fringe Benefits-Taxable	141				375
Payroll - Rubbish/Garbage	1,075	714	560	755	
Payroll - Mowing/Trimming	353	83			
Payroll - Trees/Forestry	2,003	418	553	266	
Payroll - Fountain	789	421	689	855	
Part-Time Salaries	16,875	13,861	14,313	17,485	21,610
Part-Time - Rubbish/Garbage		806	36		
Part-Time - Mowing/Trimming		84			
Part-Time - Trees/Forestry			2,340		
Part-Time - Fountain		21			
Overtime Salaries	539	1,129	131	273	
Overtime - Mowing/Trimming	72				
Overtime - Trees/Forestry	143	42	191	171	
Workers Compensation	324	360		386	398
Social Security	2,409	2,097	2,906	3,229	1,536
Hospitalization	8	2,844	6,862	6,036	6,665
Life Insurance	7	15	40	42	41
Retirement - D/B		1,283	1,547	1,697	1,858
Retirement - D/C	261	128	156	173	1,284
Operating Supplies	6,557	1,953	1,852	10,323	5,100
Miscellaneous Supplies	854	241	898	7,496	5,000
Repair & Maintenance Supplies	3,619	7,873	12,207	11,398	3,000
Minor Tools And Equipment	238	680	117		
Professional Services		47			
Dues & Memberships			375	670	700
Contracted Services	4,144	12,669	13,660	5,794	4,000
Insurance	4,863	2,740	3,129	3,462	3,600
Transportation & Travel		390	364	455	
Advertising	71	56			
Utilities – Gas	3,724	2,162	3,563	4,824	3,000
Utilities – Electric, Water, Sewer	11,845	16,213	13,946	13,254	15,000
Cable			1,600	2,180	1,600
Equipment Maintenance			249		
Contracted Maintenance	150	950	3,210	2,408	2,500
Rentals	1,160	2,407	2,030	1,570	329
Motor Pool Vehicle Rental	19,750	16,000	2,511	5,736	1,600
Technology Internal Service Charge	166	179	825	825	689
Motor Pool Replacement Charge			1,030	1,030	1,251
Motor Pool Operating Charge			2,319	2,111	3,235
Vehicle Rental Credit				(70)	
Education & Training		300			
Parks – Expenditures Total	\$90,511	\$98,899	\$128,722	\$107,193.00	\$104,073.00

Appendix B. Recreation Department Budget

Expenditure/Revenue Stream	FY 2021 Actual	FY 2022 Actual	FY 2023 Actual	FY 2024 Adopted	FY 2025 Proposed
Current property taxes	191,007.37	197,132.95	203,912.00	216,315.00	234,986.00
Delinquent personal property taxes	36.04	73.85	100.00	0.00	0.00
Penalties and interest on taxes	416.71	353.03	400.00	0.00	0.00
Local community stabilization tax	23,334.88	24,260.04	8,402.00	8,402.00	8,000.00
Local recreation grants	48,000.00	0.00	0.00	0.00	0.00
Contributions from local units	17,597.77	0.00	0.00	0.00	0.00
Use fees	46,466.55	176,420.00	194,846.00	188,936.00	187,606.00
Interest	369.84	637.18	50.00	3,000.00	3,000.00
Unrealized gain/loss on investments	0.00	(5,429.04)	0.00	0.00	0.00
Miscellaneous revenue	175.60	500.00	0.00	0.00	0.00
Recreation – Revenues Total	327,404.76	393,948.01	407,710.00	416,653.00	433,592.00
Payroll	77,617.85	92,104.86	83,703.00	100,262.00	102,046.00
Other Fringe Benefits-taxable	1,786.25	1,500.00	1,125.00	1,265.00	2,625.00
Part-time Salaries	4,581.86	15,323.63	28,915.00	28,915.00	26,760.00
PT Salaries - exempt	1,390.42	6,587.43	8,404.00	9,019.00	0.00
Overtime salaries	0.00	4.94	0.00	0.00	0.00
Workers compensation	2,548.45	4,441.78	4,442.00	1,760.00	1,945.00
Social security	5,954.56	7,985.82	8,701.00	7,231.00	8,007.00
Hospitalization	24,734.98	31,748.57	27,765.00	21,938.00	19,996.00
Life insurance	174.25	184.93	141.00	159.00	171.00
Retirement - d/b	32,052.20	36,756.92	41,069.00	39,356.00	44,230.00
Retiree health insurance	23,325.41	24,025.12	31,835.00	12,211.00	27,073.00
Retirement - d/c	1,227.43	3,123.38	3,892.00	4,108.00	4,026.00
Office supplies	0.00	62.10	0.00	0.00	500.00
Operating supplies	7,993.58	61,993.90	71,000.00	89,000.00	75,000.00
Miscellaneous supplies	507.45	156.97	1,000.00	5,000.00	2,000.00
Fuels & lubricants	0.00	0.00	341.00	0.00	800.00
Building maintenance supplies	651.90	0.00	500.00	500.00	500.00
Professional services	502.71	285.00	0.00	4,500.00	20,400.00
Dues & memberships	500.00	515.00	600.00	750.00	750.00
Contracted services	34,046.97	22,314.85	24,000.00	24,000.00	24,000.00
Contracted services - pt staffing	0.00	0.00	0.00	0.00	10,506.00
Insurance	296.52	1,868.87	1,900.00	2,300.00	2,400.00
Communications	903.52	589.16	1,200.00	0.00	0.00
Transportation & travel	0.00	387.95	400.00	600.00	600.00
Advertising	138.66	55.65	0.00	0.00	0.00
Utilities-elect, water, sewer	2,433.24	3,908.50	2,700.00	2,700.00	2,700.00
Rentals	11,260.00	9,280.00	7,146.00	7,371.00	8,756.00
Motor pool vehicle rental	5,138.04	6,455.41	5,000.00	5,000.00	0.00
Technology internal service charge	7,437.96	5,267.04	6,361.00	6,376.00	6,582.00
Motor pool replacement charge	0.00	0.00	2,381.00	2,802.00	2,802.00
Motor pool operating charge	0.00	0.00	6,332.00	6,699.00	9,705.00
Vehicle rental credit	0.00	0.00	(15,000.00)	0.00	0.00
Cost allocation	0.00	0.00	7,318.00	7,684.00	8,068.00
Education & training	314.61	345.00	1,000.00	1,000.00	1,000.00
Refund or Rebates	8,067.61	93.63	100.00	0.00	0.00
Contingency	0.00	0.00	0.00	2,328.00	0.00
Capital outlay	58,829.07	0.00	0.00	0.00	0.00
Transfers to other funds	25,953.00	43,550.77	0.00	0.00	0.00
Recreation – Expenditures Total	340,368.50	380,917.18	364,271.00	394,834.00	413,948.00
Excess of Revenues Over (Under) Expenses	(12,963.74)	13,030.83	43,439.00	21,819.00	19,644.00

Appendix C. Capital Improvement Plan 2024-30

The projects below are from the City of Marshall Capital Improvement Plan for 2024-30 relative to parks and recreation projects only.

Parks and Recreation Projects

Project	Amount	Funding Source(s)	Year(s)	Priority
Athletic Fields Batting Cages	\$ 30,000	Recreation Fund	2026-27	2
Athletic Fields Lights	\$ 300,000	Recreation Fund	2027-28	3
Athletic Fields Parking Lot	\$ 100,000	Recreation Fund	2024-25; 2029-30	4
Athletic Fields Renovation	\$ 175,000	General Fund	2025-26	2
Brooks Fountain Repairs	\$ 750,000	General Fund	2024-25	1
Carver Fountain Replacement and Repair	\$ 40,000	General Fund	2024-25	2
Eaton Park (Splash Pad, Pickleball)	\$ 3,000,000	Grants & Other	2024-25	2
Farmers' Market Pavilion	\$ 1,000,000	Grants & Other	2026-27	3
Ketchum Park Great Lawn	\$ 1,290,000	Grants & Other	2029-30	2
Ketchum Park Parking Lot	\$ 35,000	General Fund	2027-28	4
Kids Kingdom Renovation	\$ 1,000,000	Grants & Other	2027-28	2
Recreation Athletic Facility	\$ 6,000,000	General Fund	2028-29	4
Riverwalk Extension	\$ 3,500,000	Grants & Other	2029-30	3
Riverwalk Repairs Phase 1	\$ 350,000	General Fund	2024-25	1
Riverwalk Repairs Phase 1B	\$ 350,000	General Fund - \$200K Grants & Other - \$150K	2025-26	1
Riverwalk Repairs Phase 2	\$ 350,000	General Fund - \$200K Grants & Other - \$150K	2026-27	2
Riverwalk Repairs Phase 2B	\$ 500,000	General Fund	2027-28	2
Riverwalk Repairs Phase 3	\$ 500,000	General Fund	2028-29	3
Riverwalk Repairs Phase 3B	\$ 500,000	General Fund	2029-30	3
S. Kalamazoo Pathway - River District	\$ 465,000	General Fund	2024-25	2
Sand Volleyball Court Renovation	\$ 200,000	General Fund	2025-26	2
Skate Park Equipment	\$ 200,000	General Fund	2024-25	2
Stuart's Landing Improvements	\$ 910,000	Grants & Other	2026-27	3
TOTAL	\$ 21,545,000			

Project Descriptions

Athletic Fields Batting Cages
Install two batting cages, 35x70 ft.

Athletic Fields Lights
The current lights on diamond #1 & #2 are approaching the end of their expected life. The entire system should be replaced.

Athletic Fields Parking Lot
Seal coating of parking lot and pathways. Considered routine maintenance.

Athletic Fields Renovations
Athletic Field Resurface, clay replacement for pitching areas and batters boxes, level outfield with sand, replace all base pegs, new bases for all fields, fencing repairs.

Brooks Fountain Repairs
Structural repairs to Brooks Fountain.

Carver Park Fountain Replacement and Repair
Carver Park Fountain has been deteriorating for several years. After a review of the fountain and discussions with Council the decision was made to utilize the fountain until the end of its useful life and then execute a complete replacement.

Eaton Park
Construction of a new park facility that would provide pickle ball courts, splash pad, bathroom facility, playground, parking lots, and a basketball court. Work would also include ADA improvements for accessing the athletic fields from the south.

Farmers' Market Pavilion
The pavilion will include a covered area for the market. The space design will consider supporting a winter market, event space (in conjunction with social district), and maintaining parking.

Ketchum Park Great Lawn
Work related to the establishment of the lower lawn commons, drainage system, and its perimeter pedestrian walkway. Also included is the main path between parking on Montgomery Street and the Rotary Bridge. Named the "Lower Ketchum Commons and Promenade."

Kids Kingdom Renovation
Replace dilapidated equipment with new equipment. Kingdom. Update with state-of-the-art play structure with accessible equipment for all.

Recreation Athletic Facility
Construction of a Recreation Center that would include two basketball courts, community room, etc.

Riverwalk Extension
Extend Riverwalk west of Kalamazoo towards Historic Bridge Park, partner with Calhoun County.

Riverwalk Repairs
Replace structural beams along riverwalk. Fix and replace fencing and deck boards. Trim and remove trees throughout the riverwalk. Segmented into six phases to span the full six-year time period of the Capital Improvement Plan.

S. Kalamazoo Pathway - River District
10-foot-wide pathway along the east side of Kalamazoo Ave to create a stronger connection between the Downtown and the River District. Amenities would match our downtown benches and trash cans. The concept would also include similar lighting to the downtown, although that is not part of the estimate provided by the consultant. The plan also incorporates completing the sidewalk gaps along the west side, but at a standard width used throughout the City.

Sand Volleyball Court Renovation
Replace all fencing at Volleyball courts, remove current sand and equipment. Replace with sugar sand. Replace post with new. Replace nets.

Skate Park Equipment
Adding up to date & safe skateboard equipment to existing skatepark.

Stuart's Landing Improvements
Rehabilitation of Stuart's Landing including the following updates: replace canoe/kayak launch, a new shelter, a linear path around the site, improved shoreline and river access, and related improvements.

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Appendix H- DNR Grant History



Grants Management
Michigan Department of Natural Resources

Friday, November 1, 2019

Grant History

Grantee

City of Marshall - Calhoun County

Project No. 26-01104 J	Project County: Calhoun	Project Year: 1980
Project Title: Ketchum Park		
Project Status: Grant Closed	Grant Amount: \$20,000.00	

Project Description: restroom/utility building including sewer and electrical, picnic shelter, shuffleboard courts, with fencing, horseshoe pits, benches and picnic equipment, playscape, parking lot, LWCF sign

Project No. BF93-155	Project County: Calhoun	Project Year: 1993
Project Title: Athletic Field Renovation		
Project Status: Grant Closed	Grant Amount: \$81,500.00	

Scope Item:

3 New 5-Row Bleachers
4 Drinking Fountains
8 Player Benches
Backstop
Construct New Field
Fence - New Field
Improve Drain
Playscape
Replace Bleacher Boards
Replace Fence
Restroom/Concession

Project Description: Construct restroom/concession storage facility, replace fencing, improve drainage, replace/repair bleachers, replace playscape, construct new field, relocate transformer, install four drinking fountains.

Project No. TF94-078	Project County: Calhoun	Project Year: 1994
Project Title: Waterfront Trail Development		
Project Status: Grant Closed	Grant Amount: \$157,500.00	

Scope Item:

2 Pedestrian Bridges
Boat Launch Improvements
Construct Boardwalk
Parking
Restroom Building
S. Marshall Avenue Access
Signage, Etc.
Trail

Project Description: Develop bike/pedestrian trail on Kalamazoo River east of Marshall Avenue. Construct a flush restroom facility at Stuart's Landing on the Mill Pond. Improve Mill Pond boat launch. Provide parking at launch and at trail access points.



Grants Management
Michigan Department of Natural Resources

Friday, November 1, 2019

Grant History

Grantee

City of Marshall - Calhoun County

Project No. TF98-027	Project County: Calhoun	Project Year: 1998
Project Title: Marshall Riverfront Trail-Stage III		
Project Status: Grant Closed		Grant Amount: \$29,203.00
Project Description: Acquire three Kalamazoo River frontage properties (.83 acres) to help secure future development of the Marshall trail, and promote interaction with the river's habitat.		

Project No. TF98-040	Project County: Calhoun	Project Year: 1998
Project Title: Riverfront Trail		
Project Status: Grant Closed		Grant Amount: \$358,000.00

Scope Item:

Barrier-Free Ramp
Boardwalk Construction
Concrete Walks
Landscaping
Parking Areas
Paved Walkway
Site Amenities
Site Preparation
Topographic Survey

Project Description: Development of a barrier-free pedestrian trail along the Kalamazoo River, including parking areas, boardwalks, paved walkways, barrier-free ramp and overlook decks.

Project No. TF00-139	Project County: Calhoun	Project Year: 2000
Project Title: Riverwalk Development		
Project Status: Grant Closed		Grant Amount: \$191,444.00

Scope Item:

Boardwalk
Fishing/Viewing Decks
Landscaping and Restoration
Parking Area
Paved Walkways
Site Amenities (Benches/Signs/Waste Recept.)
Site Lighting and Electrical
Site Preparation

Project Description: Development of barrier-free boardwalk and paved trails along 1,100 feet of the Kalamazoo River between Monroe Street and Kalamazoo Avenue; construct parking area, ramp and overlook decks to promote access to the Kalamazoo River.



Grants Management
Michigan Department of Natural Resources

Friday, November 1, 2019

Grant History

Grantee

City of Marshall - Calhoun County

Project No. RP11-412

Project County: Calhoun

Project Year: 2011

Project Title: Ketchum Park Improvements

Project Status: Grant Closed

Grant Amount: \$30,000.00

Scope Item:

2 restroom doors with time locks

28-car asphalt parking lot

Park identification sign

Project Description: Development to include parking lot, restroom doors and park identification sign.

Total Number of Projects: 7

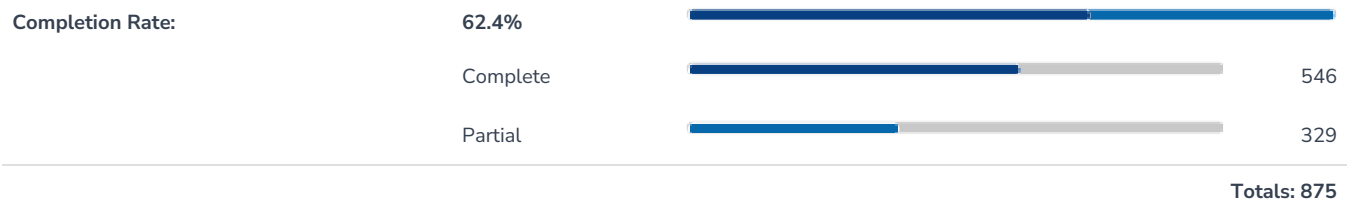
Total Amount of Grant Given: \$867,647.00

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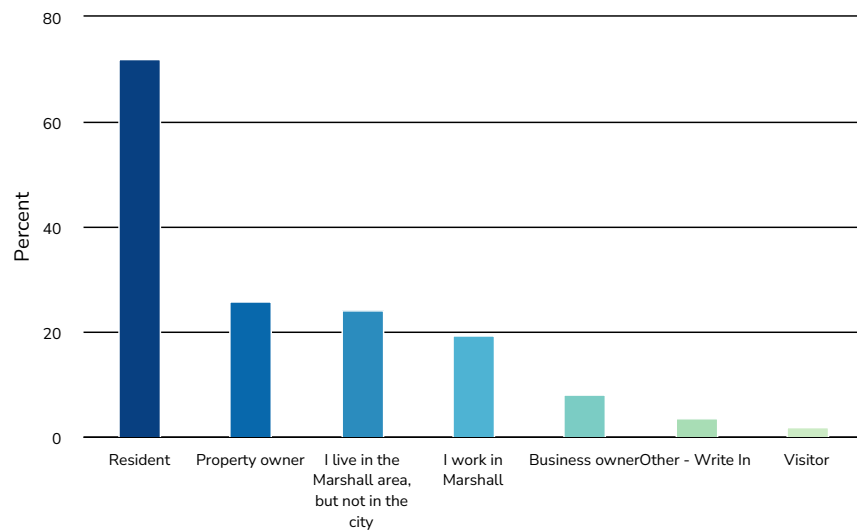
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Report for Marshall 2024 Community Planning Survey

Response Counts



1. What is your relationship to Marshall? (Please check all that apply.)



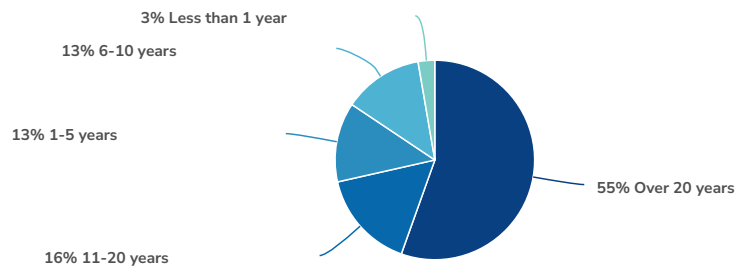
Value	Percent	Responses
Resident	72.2%	397
Property owner	26.0%	143
I live in the Marshall area, but not in the city	24.2%	133
I work in Marshall	19.5%	107
Business owner	8.2%	45
Other - Write In	3.8%	21
Visitor	2.0%	11

Statistics

Total Responses 550

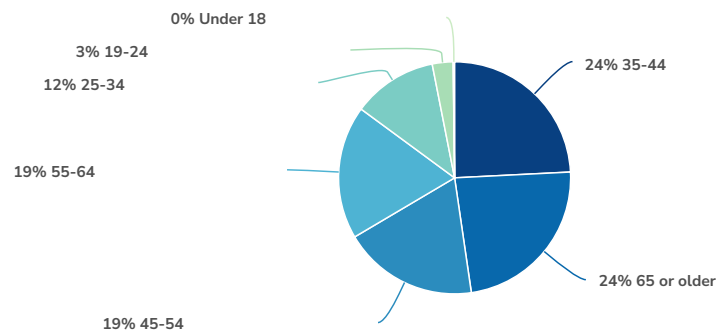
Other - Write In	Count
Former resident	2
Church in Marshall	1
Do business in Marshall	1
Former resident of over 50 yrs	1
Former resident, property owner	1
Fredonia Township	1
Life long resident	1
Live in Marshall Township now but owned property and lived in the City for many years	1
Marshall Township	1
Marshall Township Resident	1
Marshall Twp homeowner	1
Marshall Twp.	1
Marshall township	1
Marshall zip code	1
Most of my family lives in Marshall	1
Own Commercial Property	1
Renter	1
Used to work in Marshall	1
Work from home in Marshall (not sure if that's the same as just working in Marshall).	1
recent business owner (bookstore)	1
Totals	21

2. How long have you lived/worked/visited/owned a business in Marshall?



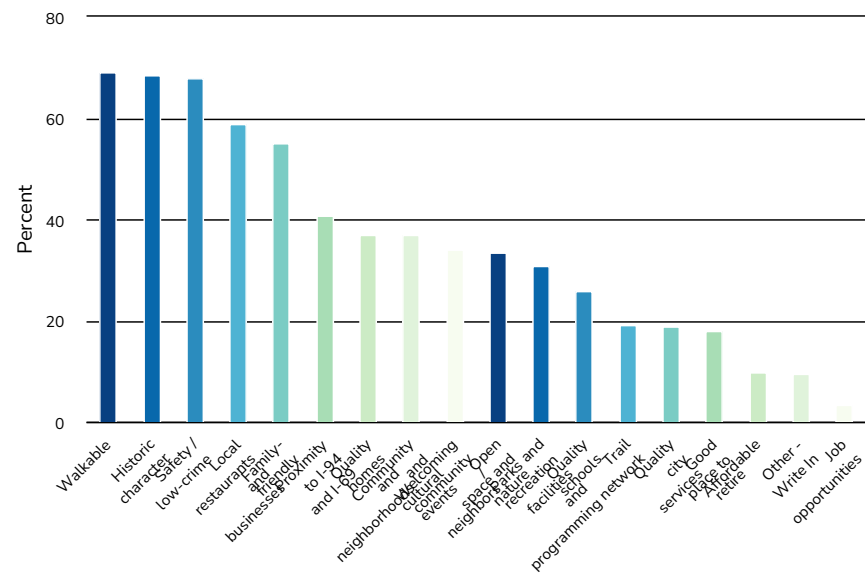
Value	Percent	Responses
Over 20 years	55.4% 	304
11-20 years	16.0% 	88
1-5 years	12.9% 	71
6-10 years	12.9% 	71
Less than 1 year	2.7% 	15
Totals: 549		

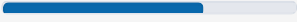
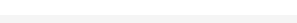
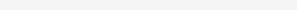
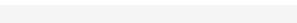
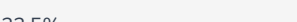
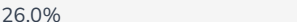
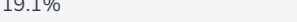
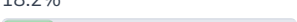
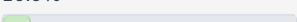
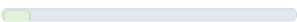
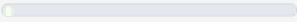
3. How old are you?



Value	Percent	Responses
35-44	24.2%	133
65 or older	23.5%	129
45-54	18.8%	103
55-64	18.6%	102
25-34	11.8%	65
19-24	2.9%	16
Under 18	0.2%	1
		Totals: 549

4. What do you like the most about Marshall? (Please check all that apply).



Value	Percent	Responses
Walkable	69.2% 	380
Historic character	68.7% 	377
Safety / low-crime	67.9% 	373
Local restaurants and businesses	59.0% 	324
Family-friendly	55.2% 	303
Proximity to I-94 and I-69	40.8% 	224
Quality homes and neighborhoods	37.2% 	204
Community and cultural events	37.2% 	204
Welcoming community / neighbors	34.2% 	188
Open space and nature	33.5% 	184
Parks and recreation facilities and programming	31.0% 	170
Quality schools	26.0% 	143
Trail network	19.3% 	106
Quality city services	19.1% 	105
Good place to retire	18.2% 	100
Affordable	10.0% 	55
Other - Write In	9.7% 	53
Job opportunities	3.5% 	19

8. Economic Development. Please rate your level of agreement with the following statements: "I would support the City dedicating more time and resources to..."

	Strongly agree	Agree	Neutral / not sure	Somewhat disagree	Strongly disagree	Responses
Actively recruiting new businesses. Count Row %	109 20.5%	204 38.4%	120 22.6%	65 12.2%	33 6.2%	531
Having strong policies to maintain environmental quality. Count Row %	259 48.5%	187 35.0%	66 12.4%	12 2.2%	10 1.9%	534
Helping retain and expand existing businesses. Count Row %	176 33.3%	252 47.6%	72 13.6%	16 3.0%	13 2.5%	529
Partnering with surrounding cities, townships, and counties for regional economic development. Count Row %	84 15.8%	189 35.5%	144 27.1%	64 12.0%	51 9.6%	532
Attracting remote workers to move to Marshall. Count Row %	70 13.2%	149 28.1%	172 32.4%	85 16.0%	55 10.4%	531
Enhancing downtown beautification, aesthetics, and historic preservation. Count Row %	222 41.9%	200 37.7%	70 13.2%	26 4.9%	12 2.3%	530
Developing large warehouse or industrial park sites. Count Row %	38 7.1%	78 14.6%	136 25.5%	95 17.8%	186 34.9%	533
Growing and/or attracting advanced manufacturing companies. Count Row %	53 10.0%	118 22.3%	124 23.5%	82 15.5%	151 28.6%	528
Developing cohesive branding to market the city. Count Row %	78 14.8%	161 30.6%	191 36.3%	57 10.8%	39 7.4%	526
Totals Total Responses						534

9. Environment, Parks, and Recreation. Please select an option that best describes your opinion regarding the following statements.

	Strongly agree	Agree	Neutral / not sure	Somewhat disagree	Strongly disagree	Responses
Natural features in Marshall like the Kalamazoo River, Rice Creek, public parks, and wooded areas should be protected from future development. Count Row %	372 69.7%	117 21.9%	32 6.0%	8 1.5%	5 0.9%	534
Residents in Marshall can easily get to outdoor recreation opportunities and parks and nature areas. Count Row %	157 29.3%	236 44.1%	67 12.5%	57 10.7%	18 3.4%	535
I am satisfied with the quality and amenities of the parks/nature areas in Marshall. Count Row %	55 10.2%	173 32.2%	98 18.2%	154 28.7%	57 10.6%	537
I am satisfied with the programs, leagues, and events offered by the City of Marshall Recreation Department. Count Row %	56 10.6%	180 34.0%	190 35.8%	73 13.8%	31 5.8%	530
Totals Total Responses						537

10. Please rate how you prioritize the following natural resource initiatives.

	Very important	Somewhat important	Neutral / unsure	Not important	Responses
Increase the number of trees in the city Count Row %	192 36.2%	205 38.7%	106 20.0%	27 5.1%	530
Improve stormwater management and flood prevention infrastructure Count Row %	201 38.0%	222 42.0%	98 18.5%	8 1.5%	529
Expand and improve open spaces and natural areas Count Row %	237 44.6%	204 38.4%	73 13.7%	17 3.2%	531
Protect water resources Count Row %	394 74.8%	111 21.1%	19 3.6%	3 0.6%	527
Connect neighborhoods to City parks and other natural areas Count Row %	199 38.0%	204 39.0%	92 17.6%	28 5.4%	523
Improve water recreation amenities (e.g., boat launch, canoe/kayak rental, fountains) Count Row %	212 40.0%	202 38.1%	93 17.5%	23 4.3%	530
Totals					
Total Responses					531

11. How often have you visited the following parks in the last year?

	Once or more per week	Once per month	A few times	Not at all	Not sure	Responses
Carver Park						
Count	30	30	166	224	58	508
Row %	5.9%	5.9%	32.7%	44.1%	11.4%	
Brooks Memorial Fountain Park						
Count	138	138	205	40	5	526
Row %	26.2%	26.2%	39.0%	7.6%	1.0%	
Marshall Athletic Fields						
Count	52	52	166	240	12	522
Row %	10.0%	10.0%	31.8%	46.0%	2.3%	
Ketchum Park						
Count	109	133	210	69	9	530
Row %	20.6%	25.1%	39.6%	13.0%	1.7%	
Stuart Landing and Millpond Park						
Count	71	119	208	113	13	524
Row %	13.5%	22.7%	39.7%	21.6%	2.5%	
The Brooks Nature Area						
Count	47	79	186	189	26	527
Row %	8.9%	15.0%	35.3%	35.9%	4.9%	
Shearman Park						
Count	26	53	112	273	55	519
Row %	5.0%	10.2%	21.6%	52.6%	10.6%	
Riverwalk						
Count	120	127	193	83	12	535
Row %	22.4%	23.7%	36.1%	15.5%	2.2%	
Grand Street Park						
Count	17	41	111	281	68	518
Row %	3.3%	7.9%	21.4%	54.2%	13.1%	
Allcott Park						
Count	8	28	82	306	92	516
Row %	1.6%	5.4%	15.9%	59.3%	17.8%	
Garvin Park						
Count	3	19	65	309	113	509
Row %	0.6%	3.7%	12.8%	60.7%	22.2%	
Cook Park						
Count	7	20	61	307	108	503
Row %	1.4%	4.0%	12.1%	61.0%	21.5%	
Marshall Area Farmer's Market						
Count	142	161	144	76	9	532
Row %	26.7%	30.3%	27.1%	14.3%	1.7%	
Calhoun County Fair Grounds						
Count	34	103	315	71	8	531
Row %	6.4%	19.4%	59.3%	13.4%	1.5%	
Totals						
Total Responses						535

12. Are there specific improvements you would like to see in City Parks? What are they?



ResponseID	Response
24	More maintenance and cleaning and replacement of play sets
25	I would like to see the parks better maintained. The RiverWalk was in dire need to maintenance last summer-broken boards, trees down, graffiti...
26	The Brooks fountain is poorly maintained and the city should be ashamed of their mismanagement. It is a symbol the city uses for all of their vehicles, marketing, brochures and website, yet they leave it to rot
30	More family friendly spaces such as parks and safe walking paths. I was bummed to see the splash pad downsized for pickle ball courts.
32	Maintaining current amenities- repairs and upkeep especially to the riverwalk
33	Parks are somewhat maintained Riverwalk and boat launches are not maintained AT ALL - Extremely poor and often VERY dangerous
34	We are over parked. We have enough.
35	Updated sign at Ketchum Park. Better grounds maintenance of landscaping/beds at parks.Above and beyond mowing
37	Work on flooding on north side of ketchum park.... And the skate park is a joke.. tare it down and replace it with an up to date cement one.
39	More regular upkeep and repairs/security
45	Splash pad
47	Openness on " EVERYTHING" in elected officials to voters who trusted them .
50	More things for our young people to do. There is NOTHING except for small kids. Nothing in this town for teens
54	things we will ACTUALLY use (not pickleball courts). Dog parks, splash pads (in the works), basketball courts!! basketball courts would be really nice for all ages.
55	Repairs/enhancement to River Walk would be great! Would love more bike lanes to access all parks and downtown.
56	The riverwalk needs to be maintained better before we add additional parks.
57	Maintain them they should be a jewel to the city. The parks are a disgraceful ☹️
73	I would like to see some more walking trails
75	Upgraded seating and bathroom facilities. Handicap accessible. Upgraded lanscaping.

ResponseID	Response
76	More up to date equipment and beautification. More trails or paved paths for hiking, walking, biking, running. Better connectivity to surrounding areas and trail systems.
78	The river walks need improved. Another full playground in the city and or maintain Ketchum Park. More green space/woods for fitness/nature walks, etc.
83	bike lanes or paths
84	Please fix the Riverwalk.
87	Restoration/improvements to Riverwalk—such an important feature for residents & tourists too.
88	The skatepark needs to be fixed badly. If done right, it would attract people from surrounding towns who will spend money in Marshall. It will also give kids something to do. A basketball court a Ketchum Park would be pretty cool too.
90	Picnic areas among trees with nearby playground equipment area. Walking/biking paths.
92	We have a lot of great parks and opportunities but they are not kept up. The riverwalk, especially, is in very rough shape. The trees and plants/weeds surrounding it are incredibly overgrown as well. I love having opportunities for nature time with my kids but the parks are not up to standards i would expect for what is offered and the taxes we pay.
94	The sections of boardwalks and handrails that are unsafe/broken or that have holes in them should be replaced.
98	Focus on river. Budgeted ongoing maintenance. Diverse sports courts. Tennis, basketball, other things besides just pickleball.
104	Splash pad, public pool, more interactive history in parks, similar to Holland Park in Albion.
108	It would be nice if there were more parks like Shearman with a playground, benches, and shelter-house(s) scattered around the city; it would make the city feel more walkable and family friendly.
109	A dog park.
115	The Riverwalk needs basic safety features repaired. Handrails and safety fence for elevated areas is missing. Boards and supports on the walk are deteriorating. Basically, all major sections need repairs. Wants would be to add bathroom facilities at Pearl Street parking lot.
117	Things for kids & seniors will disabilities (mobility issues). Kayak locations improved to put the kayaks in the river
119	Maintenance of river walk is number one. it has been let go too long. Hire someone who understands landscape maintenance. Parks need to be maintained to wow the tourists and for residents to be proud
121	Upkeep at the riverwalk. Safety on pathways. We need additional park space. A metro park like Hudson mills, where you won't pick up ticks going for a hike. We also need a community center for indoor recreation in bad weather.
125	River walk and the splash pad/ pickleball courts
128	No
135	Upgrades to playground equipment & pavilions.
136	River walk fencing and boards
138	Repairing the BNA parking lot Repairing the Riverwalk Repairing Ketchum Park Maintaining landscape by removing weeds at Grand Street Park Removing 2 dead trees at Shearman Park
140	The skate park needs a lot of attention
142	Kept up. Mantain
145	I think it's bullshit there is different prices for residents and nonresidents. I hate it enough to avoid signing my children up for events.
148	Fix up the Riverwalk! We miss how safe and beautiful it was.

ResponseID	Response
151	Cameras to make them safer.
155	Easier access
156	Athletic facilities (basketball, baseball courts & open fields for football, soccer, open play)
158	General upkeep at the parks especially kids kingdom
161	None
162	Better signage (haven't heard of most of the parks listed), tick spraying at Brooks Nature Area (favorite nature trail park in former city I lived in did this), Riverwalk needs to be a higher priority. The riverwalk used to bring in people from surrounding communities (we used to eat dinner or brunch then walk before we moved here). Now it doesn't seem safe or appreciated. Everyone I know won't go there anymore. Would like to see some kind of bollards around Brooks Fountain Park (since it's in the middle of a state highway) and flashing lights at the pedestrian crossings. Would be even better if m-89 could be rerouted like it will be west of town. I've always been concerned about a vehicle driving onto the lawn by accident or malice, especially during Fridays at the Fountain or childrens' library programs.
166	Newer playground equipment
169	Better upkeep of the riverwalk. Additional playgrounds, splash pad, and dog park.
171	A dedicated dog park would be a good addition to the city.
173	More public restrooms and seating.
177	Preservation from business development and large scale modernization
178	Maintain nature, eliminate solar farms. Family friendly play and eating areas.
182	Weeds in sidewalk cracks removed
188	The boardwalk needs many maintenance improvements. I know some repairs have been done, but many more need to be done. Many guard rails are missing. Over hanging grass and trees. Why add more when you cannot maintain what we have.
190	Better restroom facilities.
193	N/A
194	Trim the trees and brush way back at Ketchum. You can't even hardly see the river anymore. Same as the boardwalk.
195	More availability for everyone.
197	Dog park. New and improve picnic pavilions at Ketchum. Repair river walk bike path to Brooks Nature Area
200	Pickleball courts and bike paths.
203	A dog park would be nice if it is conveniently located.
204	More accessibility for those in wheelchairs. Wheelchair users can not navigate Marshall on their own.
205	Regular maintenance
208	My kids are grown so we don't spend much time in them anymore.
211	I definitely think that a splash pad for the community would be a wonderful addition maybe even a community pool. Biking trails and restrooms
215	The river walk is horrible -we use to love to walk it-now it's overgrown, an eye sore and extremely unsafe-so many tree limbs all down the pathway.
216	Dog park

ResponseID	Response
217	Safety. Lighting/security etc.. Allow vendors and or food trucks at the Brooks Fountain. Hotdogs, snowcones etc...
218	What I would truly like to see is regular maintenance of the existing parks and the structures therein. That should be a part of their yearly budget. Just like a good homeowner.
221	Actually maintaining so it dosent continue to fall into deterioration.
224	N/A
227	The parks are NOT maintained. Especially the Riverwalk!
232	Just nice quiet trails.
234	The spaces we have are nice enough, just too small to really do anything in other than sit. Kids can't run around allowing adults to relax and visit, and they are too small for events so not really sure what else they can be used for.
238	Need a dog park!
241	Marshall doesn't allot money for upkeep and improvements. When I go to other cities our size, they seem to have more and higher quality facilities. Take care of what we have!
246	The river walk is literally falling apart! This should be a safe walkway for families and older folks, this is absolutely horrific- keep up what you have.
247	Fix the river boardwalk
250	Officially recognize and embrace the mountain bike trail. Volunteers already maintain it.
257	Make a bike/walk/run park on the outer ring of Marshall. a 10k loop. 90% of the loop is in place. if you take Kalamazoo N to F Dr you will get killed on 27 make a path from the end of F Dr at old 27 that goes E to the back side of the High School. also find a way to cross Rice Creek at the far east end of Green St, so you can take the path that leads into Ketchum Park.
260	Keep them in good shape
261	Boardwalk needs a lot of repair work. More hours for kayak rental. Community pool and splash pad. More flowers every where.
262	Weight loss help, more programs for teenagers, a youth center so kids have a fun safe place to hang out with friends and get help with school work, more things for teens to do that don't cost an arm an leg, streets repaired.
268	The Riverwalk needs s lot of maintenance - brush trimming, boardwalk and fence repair, etc
269	More activities for bigger kids, ages 13 and up. The idea of a small splash pad going along a decently busy road next to a pickleball court instead of on the land by Ketchum park where it could be bigger, safer and draw from the river makers no sense.
271	Pickle ball courts. More options for younger kids
283	Bike rental would be fun
287	I wish that the parks were maintained regularly, not just fixed after people bitch on facebook.
295	More upkeep of the parks we have and improving outdoor family spaces to bring families to the community.
298	Trees
309	Fountain upkeep; more trees.
314	Updated playground equipment with more variety, water features,
316	Pollinator plants

ResponseID	Response
321	Replacing trees that are diseased, and dying. Adding more trees of the appropriate size and type Fix and extend the River Walk to connect with the North Country Trail at 15 Mile Rd. Fixing kids kingdom in Ketchum Park and adding a children's playground there. Add a dog park. Add a Frisbee Golf Course at a park. Fix skate park at Ketchum Park. Add a larger park with trails, meadows, mountain bike trail, natural outdoor amphitheater by the river, playgrounds, picnic pavilions, water park, etc. This would be a good use for part of the land acquired for the megasite. This park could be developed with assistance with Firekeeper's Casino and the State of Michigan.
322	I would love a dog park!! Please!
325	Informative, historical, and educational experiences
327	Rest rooms.
328	A lot of things. What did we have? It's so old. Some of them already broke, never repair.
337	Can we please have a dog park?
338	I would like to see more playground equipment added to Sherman park, in particular. A splash pad would be a fun feature. Maintenance on the pavilion at Stuart's Landing. The brush tends to take over. Ketchum Park updates have been awesome. Community Policing programs would be a great thing to add as well as ideal age ranges for the equipment clearly marked. Cameras at the parks as well. Reasoning: my family called down some teenage boys from slamming down the slides at Ketchum Park. Maintenance on the Riverwalk is badly needed. A lot of the boards on the boardwalk are damaged. It is much appreciated that the Riverwalk from Marshall Ave to Stuart's Landing is being fixed. Updates and adding sidewalks throughout the city to make sure that people can safely walk throughout the city and utilize the parks that we have. It would be nice for those who work in the industrial park area on the south side of the city to be able to safely walk up to town. Updates to the icon fountain are needed.
346	There needs to be a budget line item for maintenance on the playground equipment at our parks. The fact that any of that stuff was even allowed to go in without a maintenance plan is asinine.
355	need more gym space for our youth teams to practice and to hold tournaments and activities
358	Maintain the street cleaning and storm sewers weekly. Rental properties not maintained and upkeep enforced. Enforce the ordinance of trash receptacle left at curb 24/7.
359	The Riverwalk is wonderful but needs to be maintained and could be improved.
363	Splash pad, more inclusive playground
368	Sidewalks on north side of West Hughes, traffic light at West Hughes and Kalamazoo
372	I would like to see our existing City Parks be self-sustaining and better funded.
373	Maintenance plans in place to quickly address vandalism and other damage and aesthetic concerns.
378	More native plant and invasive removal initiatives.
389	Skate park, water park, walking trails, river picnic parks. Dog park. Art or sculpture attraction. Anything for kids ages 12-18
390	Better play structures such as inclusive playgrounds.
399	Would like to see a women's or coed soccer league within marshall rec department
403	Just upkeep with our current parks. All of them have issues that could be addressed.
412	Maintenance! Cleaning! needs to happen more. Not let things get delapidated before you do something.
424	Add dog park
434	Better regular maintenance- for example trees have been down across the river walk for weeks, guardrails and boards on the paths have been missing for months
436	Water fountains and clean restrooms. The river walk is embarrassing with the graffiti and broken or missing walkway boards.

ResponseID	Response
444	Maintained equipment for the safety of the children
453	Lawn care and upkeep, Weed control, maintenance of fountain structure, picnic tables available
457	Heard teenagers were at Ketchum Park swearing at others and acting ridiculous, so families had to leave. Patrolling more often?
461	Improved maintenance efforts. In particular, the Riverwalk and Stuart's Landing have become fairly run down due to storm damage.
466	Designate someone to mow the disc golf course in Ketchum Park.
468	Would like to see more of the fairgrounds be available to the public for use.
470	Dog park. Working ckean bathrooms.
472	Dog park more dog waste areas
480	Dog park
484	Drinking fountains, bathrooms, and maintenance of infrastructure including removing dangerous down or dangling limbs from the walkways quickly. Great job with the bridge at Ketchum! It would be great if there was a way to rent kayaks outside of business hours.
490	Skate Park at Ketchum Park. It's a shame that back in 2020, the community tried stepping up and fixing what they could for the city, because the city constantly ignores the skate park. They said it would take about \$16,000 to make all necessary repairs on their end, but left it up to the community. The community wasn't able to raise enough money on their own, and Marshall knee this. They acted like they knew nothing about a pickle ball court, but now somehow magically have over \$2 million dollars to put into the athletic fields and they're adding A PICKLE BALL COURT! Yet, you still have NO PLANS for the skate park community. Shame on you, Marshall, for lying to the community in 2020.
491	Kids water park
497	Just continue to update what's already there. The skate park area definitely needs some work in Ketchum park.
498	No, as I don't use them much
502	Senior access and programs
503	Yes, updated play structures for the children or adding play structures in the neighborhood parks. Maintaining the play structures and parks (possibly having a volunteer day every spring and fall to help with the mainentance).
508	NO. You all are RUINING Marshall.
513	Cleaner parks
516	Swings
519	A sign-up for volunteers to help maintain the parks, have local kids make new tiles for Ketchum Park (and help pull weeds, etc... it's a playground for them and would help teach respect and responsibility), a porta potty for Sherman park, fix the River Walk- it's dangerous!!! (Create a volunteer sign-up and donation fund to help maintain it). We pay a decent amount in taxes but the parks and river walk are always run down looking! The Brooks memorial fountain looks terrible, too! Quit waiting until everything is a disaster to ask for taxpayers opinions!!!
520	Shearman Park needs to be renovated to be an actual playground park. Virtually useless as it stands. Splash pads would be great at any park.
521	For you guys to actually take care of them would be an improvement.
524	The kids playground at Ketchum park is not kept up or very impressive.
526	Expand riverwalk/trail to connect with MAJOR conservation/recreation area
527	More ADA accessibility.

ResponseID	Response
532	More walking trails and upgrade what we have. Splash pad for kids. Cross country ski/ snow shoe trails. Fishing ponds that are easily accessed. Bike paths
534	I personally don't feel the parks are protected from vandalism. We have something beautiful, fun or useful yet fools damage or deface. Sad
537	More parking at Saylor's landing
541	More recreation for kids like a new skate park. We need more activities for teens in the parks so they can keep out of trouble.
547	Maintenance at Ketchum Park specifically would be appreciated. My dad volunteers there regularly and has to deal with the negative reactions.
553	A dog park..
554	Ketchem park maintenance in cleanliness Splash pad!
555	Riverwalk needs some repair and foliage cut back Happy to see Fountain fixed at East end park.
561	Ketchum park needs some fixing up. It's definitely seen better days.
568	More updated playground equipment.
570	The boardwalk needs huge improvements for safety and accessibility for all citizens. Some of the boards or fencing is missing, while other parts feel as if they could fall out from under you at any moment. Also, it seems like the city has a hard time maintaining our parks but prioritizes beautification projects downtown. We need to keep our parks safe for everyone and well maintained!
571	Our parks are beautiful and well kept.
573	maintenance, maintenance, maintenance! and removing invasive species
586	Just would like to see things get fixed up and general maintenance to be kept up on. From things I have observed over my lifetime, nice things get put in but the maintenance lacks and it doesn't stay nice for long. If things were maintained properly, they wouldn't need to be fixed up or completely replaced as often and enjoyed for longer
589	City pool, splash pad for kids, pavilion areas, bike paths
592	Protection against vandalism and destruction; regular maintenance and safety inspections; public restrooms and water stations at each site.
607	A nice take out at the W. end of the mill pond, what we have there is unsafe and unacceptable! It should be accessible by car! Why is access to the take out locked?
611	Public restrooms, dog waste bags & garbages
614	Update to park equipment for kids. Painting, planting trees and flowers. Update river walk. Up date fair grounds.
621	Better maintenance of wooded trails in the Brooks Nature Area. Downed trees make it difficult walking, mainly the North woods.
630	Improve skate park and disc golf course
631	Pickleball courts
633	OTHER COMMENTS: Not all "job opportunities" are equal, to those who get to do the jobs or to the surrounding community. We should actively recruit *small* businesses but NOT *big* ones. On trees, it's not so much a matter of increasing quantity as of protecting quality.
634	1) Clean (litter free, penalize those who litter) 2) Maintained (repair damage, even cosmetic) 3) More Native Plants! Milkweed for Monarchs!
636	All parks with playgrounds need to include ADA approved swings and toddler swings, not just a climbing structure. Babies and toddlers can't use other equipment, but they can use swings.

ResponseID	Response
639	Dog park please!
640	More work with native plant and wildlife experts to increase the health of the ecosystems so that all creatures, waters, etc. are thriving and healthy, working together and supporting one another.
642	Signage with name of park & map of other parks. I am unaware of some of the parks listed here. If there was signage at each park location with name of park & also map of other named parks it would be very convenient & helpful information.
643	Fixing up Ketchum Park (ropes are broken, hole with climbing tire used to be). Ketchum is the largest park for children in the Marshall Area yet is very sad to use currently. I think the historic features of kids kingdom should be kept, but it would also be wonderful for Marshall to get a new and updated playground (perhaps on the skate park side of Ketchum) that it ADA accessible, offering fun for all children.
646	I feel that all the local parks could use an upgrade. The Brooks Memorial Fountain looks hideous! I was up there the other day and some people that were visiting from out of town made that comment. Is this how we want people to see our city?
651	I'd like to see budgeting for maintaining the parks so they don't fall into disrepair
652	Picnic tables, gardens, shade areas, pavilions, trails and paths, labels on trees and flowers, water features, miniature golf, a fitness station park, public restrooms, walking track
660	Restrooms need improvement at Stuart Landing. The current state of them aren't great. unkept
665	Pickleball court
668	Playground equipment
675	The stuart landing river walk the boards need to be fixed and better walk though and the brooks fountain needs to be repainted
678	The city planners love to come up with a project to "improve" a park and then ask for donations. Then get their picture in the paper saying look what we did with your money. Then they move on and the park is not taken care of the way it should be. Take care of what you have and then, if money and time allows add to it. Examples are many years of Ketchum Park "improvements" but it has never really been taken care of well. Board walk. We were promised that after millions spent to build it, there would be at least a full time position made to care for it all 12 months of the year. The condition of that walk has deteriorated for many years and the lack of maintenance and care is very apparent. So now what is planned? Extending it all the way to Blue Oval and once again, it will not be a priority after a while. I've seen it over and over as I've lived here my entire life. There is always a new plan or vision it seems for the town. Why does the city promote drinking booze and allowing open carry in the social district? Why do we always want to be like other cities. To feel we're hip or something? This is not Las Vegas and who needs to sit out in a parking lot in the winter with heaters so they can drink? What a waste of needed parking spots and tax dollars.
680	More sophisticated playground equipment in Sherman Park. Something for the older kids. Would like to see the Brooks fountain have the elaborate color display that it had when it originally opened.
682	Bike trail outside of town
683	More picnic tables
686	Shearman park- take down the recently installed tripping hazard. It is not being used for what it was designed to do. It's improperly installed. Get projects finished- where is our splash pad? Improved overall maintenance of ALL parks- not just mowing the grass and emptying the trash. Remove dead limbs and branches, RAKE and dispose of leaves, add things to interest ALL ages- public Garden areas? Yes for growing vegetables. Add Fruit trees.
687	Restrooms in Sherman park
690	Improved picnic tables, Bathrooms and water bottle stations at Ketchum Park North & South, Stuart Landing. New sign at Ketchum Park. Small identifier signs at Cook, Alcott. Beautification at Chapman. A unified approach to signage across all the parks would be an improvement for aesthetics and identification. Brooks Fountain and Carver Park are fine as is in this regard.
693	More walking paths
694	Improve and better maintain the riverwalk/boardwalk.
697	The Boardwalk desperately needs repair. Much time has passed since repairs were needed, and this is a site that attracts both residents and tourists.

ResponseID	Response
701	More "hang out" infrastructure. More chairs, benches, umbrellas, TRASH CANS, more opportunities to sit and enjoy the park and not just stroll through
703	Having posted regular maintenance and improvement schedules would be great. It was super helpful for the road resurfacing and waterman project, to know when and where work would be done. And having them posted prominently around affected areas was helpful, so we didn't have to try and go find it on a web page three menus deep on the city site.
707	Swing set for toddlers at the park on Mansion Street!
708	More tables and shaded areas and swing sets!
710	Traffic flow out of the athletic fields on Michigan Ave...I think it is very unsafe
714	Adding more playground equipment to the skatepark side of Ketchum Park. Adding multiple splash pads in town!
716	FYI: The parks I've marked as not sure in the list above are parks whose names I don't recognize and whose locations I am unsure of. I understand the Riverwalk east of South Marshall will be undergoing improvements, but the stretch west from South Marshall to South Kalamazoo has sustained a lot of damage over the years and really needs help. A lot of people use the Riverwalk.
722	Pickleball courts
723	Better location for the Farmers Market. It's makes Green Street very congested on Saturday mornings. As the season goes on it becomes harder to find parking and get to other locations like the Library.
724	Fixing the river walk.
726	Pay more attention to the up keep and maintenance of the river walk
727	Improved upkeep of city parks, specifically Ketchum park, Cook park, and Marshall athletic fields. Cutting down and removing invasive species including Chinese sumac.
731	always have need a difference entrance/exit to the athletic fields. that hill going up, while coming out, has always been a catastrophe. Recent accident there proves it again.
737	More seating to set down
739	Actually maintaining them and not letting fall into disastrous levels of break down.
740	We need a dog park
743	I didn't know some of these parks existed
744	The crosswalks at the fountain for more safety. Most don't know what to do. More open hours downtown
746	City needs to think safety - especially with pedestrians crossing to get the fountain circle. We need pedestrian crossing lights.
747	Safer pedestrian traffic around the fountain! Flashing yellow lights are warranted.
751	Finish the old Eaton parking lot with the project that started. It looks awful.
753	I hate how projects get funded, but maintenance is never budgeted into the spending. Something looks nice for a few months, but there is a lack of monitoring, up keeping, and sometime repairs aren't even logical. The idea of Kids Kingdom is great, but any time something breaks, it's not a piece or part that can be ordered. Everything is custom made and fitted and has to be handcrafted to repair. It's nice to be different, but I feel the logical part is missing on many projects.
754	Wheelchair accessible.
760	The Riverwalk is in severe need of having the overgrowth removed and repair to the walk way. I rarely walk there or photograph there anymore because of its condition.

ResponseID	Response
764	More trails and areas for walking and BIKING. Marshall offered very very safe areas for cyclists. Drivers complain about us on the roads and we have nowhere else to be. A paved, several mile loop around Marshall for biking would be amazing for exercise, walking, transportation, etc. like Battle Creek's north country trail system. Except Battle Creek isn't safe like Marshall is. PLEASE CONSIDER A BIKE TRAIL.
765	Work on and expand the mountain bike trail you already have.
766	Discreet pedestrian cross walk lights (located on the right side of the street- across from the fountain on all 4 sides) that you can turn on if crossing the street at the fountain for safety!
767	Keeping them clean and going after those who are doing graffiti
768	Updated and maintained
771	Having more activities for young adults 18-25.
776	Improved playgrounds. Marshall's playground amenities and maintenance pale in comparison to Albion and Battle Creek. There are not great options for small children. There is limited bathroom access.
778	Ketchum park - better park with basketball, better grounds, added fencing by bridge on Marshall. New bridge on Marshall Ave for Ketchum park as well as another walking bridge as there was before and better parking.
783	Regular trash clean up
788	Walking and biking trails Public amenities like water features, a walking path around local lakes like Lyon lake. Boating facilities, nature center celebrating local history, family hiking and exercise activities. Healthy Community Activities that celebrate the family not just the local drinkers in the bars. More park lands surrounding town. Natural spaces. Trees to help protect the quality of air. We would much rather be surrounded by parks than nasty industrial lands.
792	More use of native plants
795	Maintenance and ongoing support. The Riverwalk is unusable. Ketchum park is always filthy and transient types hang out there. Kids Kingdom is very run down. It's almost unusable. Would be great to see some free exercise/yoga classes weekly at the park and free outdoor exercise equipment installed. Would like to see dedicated bike lanes and paved walking/running paths in town.
801	Rehab the river walk and extend it. Splash pad, dedicated trails to walk, ride bikes or rollerblade.
805	I would love to see more nature preservation, maybe in the form of more native plants around town, and more resources for planting trees and caring for them, to replace the hundred year old trees that were recently cut down. Nothing is more historic than the natural landscape. I would also love to see higher regulations for landlords, I see a lot of properties around town that are not properly maintained, but since there's such a high need for housing right now, people suffer through it just to have a place to live, and landlords are not being held accountable. I think by doing this, we could have safer homes for families, and if the standards are not met, fine them, and if they can't afford the fines then maybe they should sell a house or 2 and a family that would actually take care of it would buy it.
810	Safer, updated equipment (maintained, somehow kept from vandalism, etc). Walking and biking paths to get around town and to connect to locations throughout town. When we visit other locations we're fond of, it's the paths and parks really stand out to me and invite people. It probably has a lot to do with parents/caregivers being able to access area parks for a variety of available activities: walking, biking, playground et al, courts/spaces for particular sports, picnic and gathering areas. Families gravitate there. In town, we mostly visit Ketchum and Sherman, and they've just been "the same" our whole lives/memories.
817	Saylors landing needs more parking and picnic areas fairgrounds more benches on walkways ketchem park concrete patios under all shelters and picnic tables. Riverwalk kept up better.
823	Complete the pickleball court project!
831	KEEP OUR RIVER CLEAN AND SAFE AND INDUSTRIAL PARKS OUT AND OFF OUR MAIN RIVER!!! NO MEGA SITE!!!!!!
832	PICKLEBALL
836	The river walk needs some fixing. I would love to put a real nice drop in for kayaks
841	The river walk needs repairs and the fountain

ResponseID	Response
843	Maintain them, police presence, stop destruction.
844	More walking/biking paths
846	Bathroom facilities. Battle Creek has port a potties by all of their playground equipment and downtown. I used to walk the riverwalk everyday. Now I cannot, as there is no bathroom option. I do not know where Garvin and Cook park are.
848	I would love to see better caretaking of the athletic fields with the possibility of operational score boards for a field or two. The weeds were overtaking the bleachers this year and the bugs were awful. The infields didn't seem very well maintained either as they were always dry and dusty on game days and full of weeds.
849	Improved/more accessible River walk/trails
852	Improve Ketchum Park, Riverwalk and connect trails or walking route in the city.
857	There is nothing for small toddlers
859	Dog park
861	I don't go to the parks because they are not maintained. The river walk is dangerous. Kid's Kingdom is left to rot away and dangerous for the children. Scary people hang around, also. Sidewalks are all also dangerous and create trip/fall hazards. I enjoy the fountain park but crossing the street to get to it is VERY dangerous. I am enthusiastic about parks, trails and public use spaces but the City constantly has a "lack of money"" to maintain them. They routinely say, please be patient, we just don't have the money. Don't put in what you can't maintain. Who wants to relocate or stay in a city that constantly has this attitude and voice when taxes are very high and produce this response?
865	PLEASE increase the maintenance that needs to be done. I can't think of any right now, but in the past, it took weeks to get tree limbs out of Ketchum Park.
869	We need paved trails that offer mixed use like walk/run/bike. So tired of being run off the roads by aggressive drivers or using the crooked unsafe sidewalks throughout downtown streets.
875	March-November public restrooms open. Steel toilets and sinks for disinfection and durability. More frequent cleaning and maintenance
879	Areas for use by people with pets.
880	More local parks, such as a small kids playground park at the Old State Farm site. Also on High Street there is a park that could use a Kids playground it's just north of Prospect Street. And I'm sure there's other areas we could do small playground parks for kids.
882	More cleaning during the summer months.
883	Ketchum and the river walk are not kept up. River walk was unusable a few weeks ago for grandkids. Very disappointing
884	Make a linear park around the city.
888	More athletic fields to draw tournaments in the area
890	I just wanted to let you know I appreciate the installation of the bathrooms at Ketchum and Brooks. We go to those the most.
891	Expand the Riverwalk to the otherside of Old 27. Connect Stuart Landing to Brooks Nature trail with a bike path.
894	More maintenance on our riverwalk and Ketchum park. More natural play structures and equipment at the smaller parks. A few natural play spaces would be AMAZING!

13. Transportation. Please select an option that best describes your opinion regarding the following statements.

	Strongly agree	Agree	Somewhat disagree	Strongly disagree	Neutral or not sure	Responses
Most Marshall residents don't have a problem getting to work, school, the grocery store, or medical appointments. Count Row %	76 14.4%	248 46.9%	108 20.4%	25 4.7%	72 13.6%	529
Walking is safe in most Marshall neighborhoods. Count Row %	209 39.1%	267 49.9%	35 6.5%	14 2.6%	10 1.9%	535
The construction of sidewalks in residential areas should be encouraged. Count Row %	223 42.1%	229 43.2%	45 8.5%	15 2.8%	18 3.4%	530
The construction of sidewalks in commercial areas should be encouraged. Count Row %	194 36.7%	222 42.0%	65 12.3%	12 2.3%	36 6.8%	529
Biking is safe in most Marshall neighborhoods Count Row %	98 18.4%	265 49.7%	89 16.7%	42 7.9%	39 7.3%	533
The construction of bike paths in residential areas should be encouraged. Count Row %	153 28.7%	176 33.0%	100 18.7%	55 10.3%	50 9.4%	534
The construction of bike paths in commercial areas should be encouraged. Count Row %	141 26.7%	166 31.4%	110 20.8%	56 10.6%	55 10.4%	528
Sidewalks are available where people need them in Marshall. Count Row %	72 13.5%	210 39.5%	154 28.9%	65 12.2%	31 5.8%	532
Roads and other transportation infrastructure in Marshall are well-maintained. Count Row %	37 6.9%	195 36.2%	160 29.7%	117 21.7%	29 5.4%	538
Totals Total Responses						538

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Bear Creek Museum and Nature Center

Strategic Plan: Concept and Partnerships



323 W. Michigan Ave.
Marshall, MI 49068
269-781-5163

ChooseMarshall.com
info@ChooseMarshall.com

James Durian, CEO
james@ChooseMarshall.com

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INTRODUCTION

Marshall has always been on the cutting edge, forging a path for others to follow. Michigan pioneer settlements often centered around agriculture, but Marshall was a town founded mostly by doctors, lawyers, politicians, and businessmen.

During its early years as a village, Marshall residents Isaac Crary and Rev. John Pierce drafted a plan for a public school system that was voted into Michigan's 1835 Constitution. This plan (in some form) was later adopted by most states across the nation. Marshall was also home to Michigan's first senators and representatives, and its third governor, but its enterprising reputation is not all rooted in politics and public policy.

At its beginning, Marshall was a central hub for the stagecoach and railroad routes between Chicago and Detroit and, somewhat due to its central location, became a manufacturing hot spot for everything from Roy Roger's cap guns to windmills (an early form of green energy). Ford Motor Company's BlueOval Battery Park (BOBP) will continue this tradition as a national innovator in electric vehicle (EV) technology. The BOBP is situated within the Marshall Area Jobs Opportunities and Recreation (MAJOR) Campus, with the Bear Creek Complex along its eastern border.

With that history of educational reform, innovation, and preservation in mind, Marshall has a unique opportunity to bring together the past, present and future with a living museum, community gathering place and nature center. This area of Michigan needs a place to tell its unique stories, educate our youth and visitors about the land and the people, and to celebrate the past as we look to our future. This center will incorporate these activities in a location steeped in history, beauty, and nature.



BEAR CREEK COMPLEX

This concept plan has three parts: the Building Complex, the Trailhead, and the River Trail next to the Kalamazoo River. This property has always been held in private ownership, so only a select few have visited the grounds. In its past it has been a farm, a B&B, a photography studio, and the home of a community of like-minded families. This complex will allow locals and visitors to experience the beauty that Bear Creek offers and give Marshall another venue to explore nature, gather for events, and to have educational opportunities.

BUILDING COMPLEX The Bear Creek farm site includes three homes, two barns, a chicken coop, and certified organic gardens. The aerial view (see map) shows the Bear Creek property layout in detail.

Buildings are undergoing analysis to determine the load capacity of each. Once that is complete, final plans can be made for what each building will contain. The initial plan calls for the **Main House** to contain a Heritage Museum, the Marshall Historical Society archives and museum offices.

The **Carriage House** could provide space for educational and community activities, and a restaurant or community kitchen.

The **Old Farmhouse** could become a museum showcasing 19th century farm life, and the barns will hold agricultural and transportation history along with community organization exhibits.



The **grounds** will be open to the public to enjoy the beautiful scenery, hold social gatherings and educational programs, access the North Country Trail, and more. An open-air stage would provide opportunities for wellness activities, concerts, and festivals. Programming for Bear Creek could include folk arts, fine arts, nature, fishing and conservation, day retreats, scout camps, community presentations, community gardens, and plant sales.

This property will become infused in the fabric of Marshall and will create lasting memories and new histories that will last into the next generations of citizens and visitors.

PARKING Parking lots will be located on the west side of the houses/barns and will not be visible from the main road, preserving the views of nature visitors will experience within the grounds.

THE PROPERTY MAP



The Bear Creek property, consisting of two parcels, contains 13.5 acres on either side of the Bear Creek. This property will grow to 36 acres and connect to the 218 acre conservation easement that runs along the Kalamazoo River to the south.

THE MAIN HOUSE



The **ground level floor** of the Main House (the building seen from the road) could serve as the **Heritage Museum**. This museum could include the history of the property, and local and regional history exhibits.

The **upstairs** of the Heritage Museum may contain the Marshall Historical Society archives (historic papers). The structural stability of the building is being assessed to see if that floor can safely hold the necessary weight. This floor will also hold museum administrative offices and a research workroom.

The **basement** of the Main House may house the Marshall Historical Society artifacts (historic objects).

All spaces containing archives, artifacts, and exhibits would be moisture and temperature controlled and contain the appropriate fire suppression system for the materials being housed. ADA accommodations will be made, including outside ramps and indoor lifts.

THE CARRIAGE HOUSE

The **ground level floor** of the Carriage House could house a special exhibit space for area museums to display artifacts.

The **top floor** of the Carriage House could house an **artist-in-residence program** to attract artists, musicians, writers, and researchers who will enjoy access to the archives. These guests would create work while staying on the property for a period of time, entertaining visitors with their skills while taking inspiration from the beautiful surroundings and historic artifacts. In payment for accommodations and access, artists will hold a performance, a reception, a reading, or a lecture based on their research.

The **basement** of the Carriage House was most recently a full commercial kitchen. This area could remain a commercial kitchen for use by Marshall-area chefs and caterers or be used as a restaurant with both indoor and outdoor seating. This space could also be used as additional space for events.



THE OLD FARMHOUSE and LARGE BARN



The **Old Farmhouse** dates from ca.1905 and has been unused for many years, and has a foundation created from whole trees. The foundation must be repaired to make it stable enough to become a museum building, but eventually this structure could become a replica of a traditional 19th century farm house.



There are two barns on the property. Exhibits in the large barn could showcase the history of transportation in Marshall. This history may entail **modes of manufactured transportation** found in the Marshall area, including horse-drawn carriages and wagons, bicycles, and motorcycles.

This transportation-focused exhibit could showcase Ford Motor Company innovations, evolving from Model T to more energy efficient engines, and finally to the new electric vehicles. An exhibit on the science behind EV battery technology could educate the public about the BlueOval Battery Park, located right next door, and may attract science and engineering students wanting to learn about future careers in this industry.

This barn may also tell Marshall's **aviation history**, including Brooks Airfield as one of the first airports in Michigan. This space could also include a large model train exhibit to tell Marshall's railroad history in a unique way, and highlighting the Interurban, an electric railroad that once ran down the center of Michigan Avenue and eventually connected Ann Arbor to Kalamazoo. A goal for the complex is to bring history to life with activities, re-enactors, and entertainment.

THE SMALL BARN and CHICKEN COOP



The smaller barn could be an event space/ learning center or it could display **historic agricultural machines**, like the Maes Milking Machine that was invented on this very farm. This could be a dedicated place that **highlights farming, farm technology and engineering** to tell the great American farming story. Exhibits could include everything from seed technology to the importance of bees and butterflies. Small garden patches could be added during the growing season to show the actual planting and growth process.



THE TRAILHEAD

Many visitors will come to see the Bear Creek museums, but many will also come for the outdoor landscape. Accessed from the south parking lot, the Trailhead leads to two trails that follow along each side of the Bear Creek.

FAST PATH This paved, straight path, leads to 15 Mile Road, allowing for faster traffic like runners, rollerbladers, and cyclists.

SLOW PATH This path is a walking trail with proposed signage relaying nature facts, indigenous/cultural stories, and/or general history of the property.

Both paths will eventually meet up with the conservation easement and River Trail that runs along the north side of the Kalamazoo River, on the south side of the MAJOR Campus. With additional funding and support, this trail also could possibly connect to the City of Marshall's Riverwalk and River District.



MICHIGAN TRAILS



While trail creation is a separate project from the Bear Creek Museum, its importance to the area cannot be overstated. The current unfinished trail through Calhoun County will become a section of three major Michigan trails: the North Country National Scenic Trail (NCT), the Great Lake to Lake Trail (GLTL), and the Iron Belle Walking Trail.

The map above shows the North Country National Scenic Trail, a footpath that stretches over 4,800 miles across eight states, from Vermont to North Dakota. This is the longest of the eleven National Scenic Trails authorized by Congress. As of early 2019 there were 3,129 completed trail miles, leaving 1,671 miles left to build. The current trail temporarily follows the dotted line above (along a road), between the solid lines at each end that represent the Battle Creek Linear Path to the west and the Marshall Riverwalk to the east.

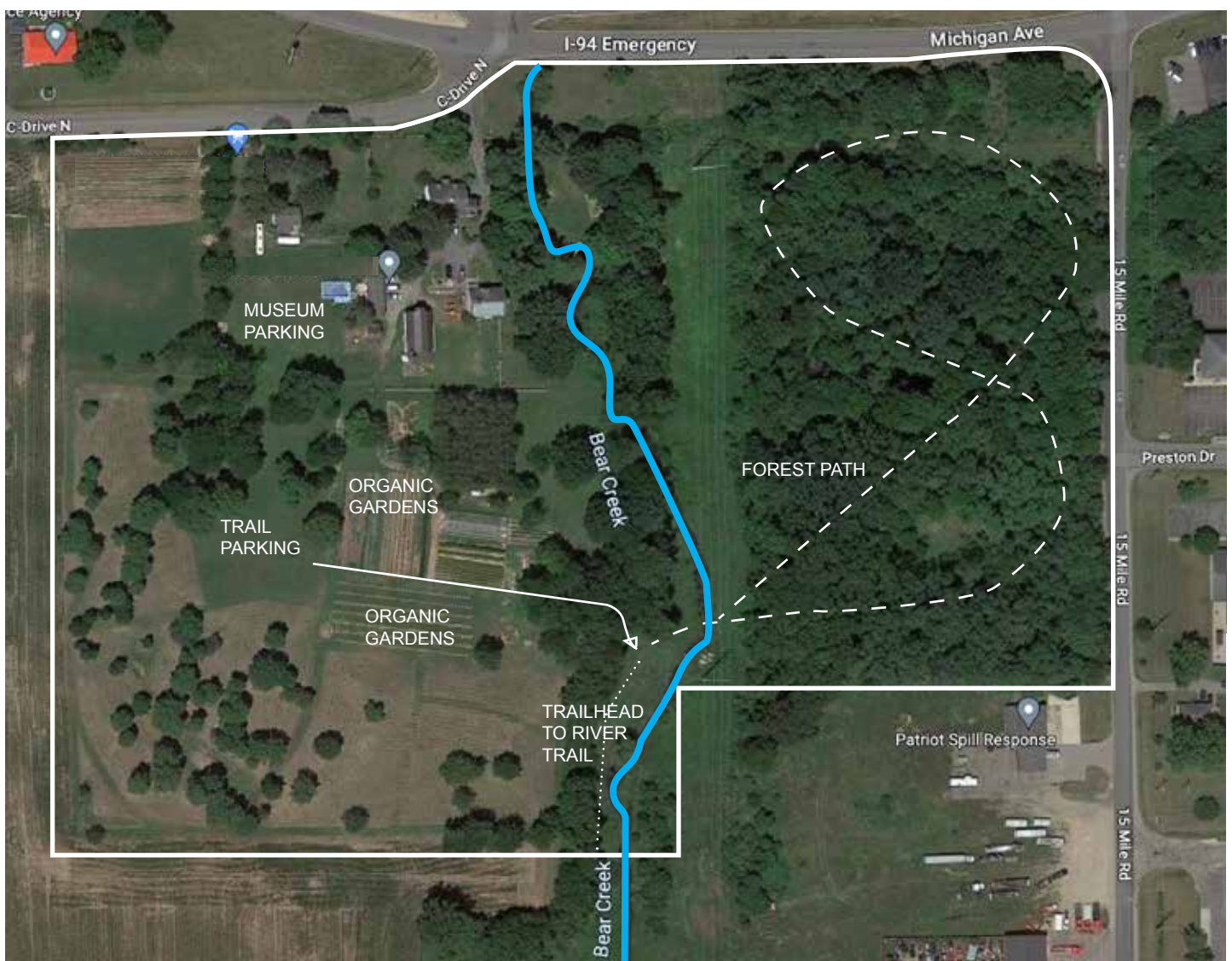
Almost all trails to the west of the state are complete. With the addition of this Bear Creek Trail section, only a small portion would need to be completed to **connect Marshall to Lake Michigan along the GLTL trail, and to the Upper Peninsula** along the other two Michigan trails (which turn north in Kalamazoo).



FOREST, COMMUNITY SPACE, GARDENS, and THE BEAR CREEK

FOREST The forest path would be open and free to the public, and the addition of an easily accessed forest path close to the BlueOval Battery Park site will encourage workers to visit nature during their breaks. Benches placed at intervals would allow for rest and reflection.

COMMUNITY SPACE In addition to visitors walking the trails, the grounds would be open for various events. Scout troops could camp in the grove of pine trees; photographers and artists could gain inspiration from its beautiful gardens; educational events could be held; and school groups and/or bus tours could visit the grounds and museums to learn about local history. This space will quickly become a major community asset.



FOREST, COMMUNITY SPACE, GARDENS, and THE BEAR CREEK

GARDENS The gardens at Bear Creek are certified organic and every effort will be made to retain this designation. The spaces could be used to plant herbs, edible flowers, native plants, pollinator gardens, to host workshops, and more.



THE BEAR CREEK We are dedicated to preserving the health of the creek and the wildlife while also providing educational opportunities.



COST CONSIDERATIONS

Due to the numerous considerations of developing the Bear Creek Complex, a current, accurate budget is still being determined. However, prospective budget items are listed below.

1. Extensive renovations are necessary on the buildings including roofs, painting, windows, etc.
2. One or two parking lots and a 2-track entrance corridor.
3. Outdoor signage to guide guests to the correct parking lot, way-finding signs to guide them around the property, forest path signs, and interpretive signs along the Trailhead.
4. Conversion of the chicken coop, or building a new structure, for an admissions center and public restrooms.
5. Erection of fences to delineate the museum grounds from the free trail and path areas.
6. Security, especially for the museum buildings within the fenced-in area.
7. Exhibit preparations including cases, signs, and lighting.
8. Acquisition, transportation, and maintenance costs for loaned artifacts.
9. Installation of moisture and temperature controlled environments and fire suppression systems.
10. Two different paths, one for fast traffic and one for slow, along the trailhead leading to the river trail.
11. Office furniture and equipment, Wi-Fi, and other utilities.
12. Marketing materials - brochures, website, etc.
13. Museum staff.
14. ADA-compliant ramps and restrooms, and the creation of sensory packs and other materials to make the museums accessible to everyone.

A more detailed plan with phases, time frames, and budgets is being developed.



APPENDIX - PROPERTY DETAILS

Property tax records retrieved from BS&A Software for Marshall Township include the following information about the buildings on the property.

Main House3,133 sq ft.....Garage Area: 576 sq ft Year Built: 1946

Carriage House.....2,985 sq ft.....Garage Area: 57 6sq ft. Year Built: 1925

Old Farmhouse.....1,050sqft.....NoGarage Year Built: 1900

General Purpose Barn 11,344 sq ft

Commodity Barn (Storage Shed).....160 sq ft

Cylindrical Silo615 sq ft

General Purpose Barn 21,276 sq ft



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KETCHUM PARK

25 Year Master Plan



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KETCHUM PARK

25 Year Master Plan

April 2018

PREPARED FOR THE CITY OF MARSHALL, MICHIGAN

CITY COUNCIL

MARSHALL'S PARK, RECREATION AND CEMETERY BOARD

KETCHUM PARK ADVISORY COMMITTEE

FUNDED BY THE KALAMAZOO RIVER COMMUNITY RECREATIONAL FOUNDATION

PREPARED BY TOWER PINKSTER ARCHITECTS AND ENGINEERS

Contact:

4 Fulton Street East #200, Grand Rapids, MI 49503

(616) 456-9944



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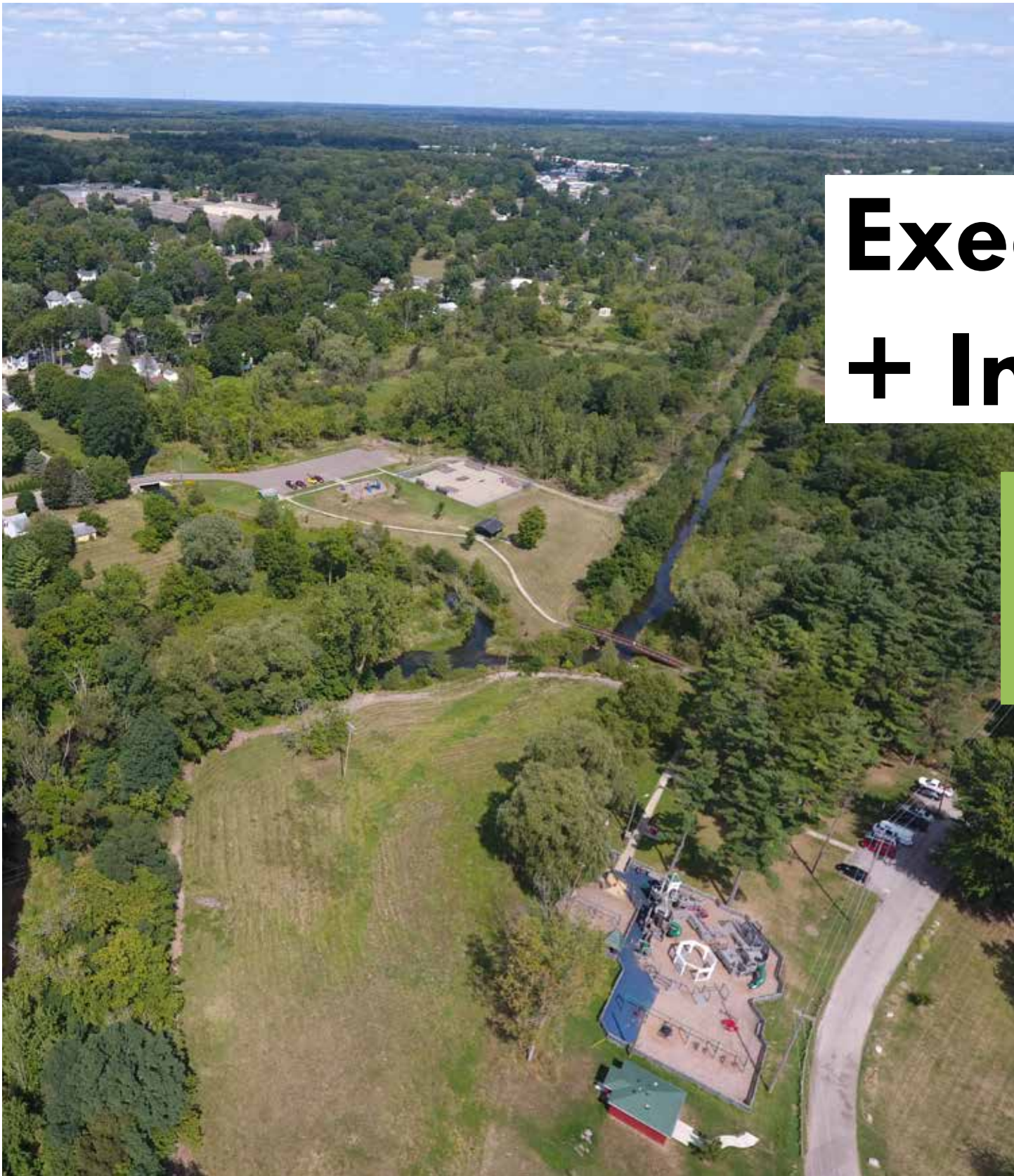
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Executive Summary + Introduction

PURPOSE OF THE MASTER PLAN

Ketchum Park is a well-loved community recreational asset and an important riparian corridor within the Kalamazoo Watershed. It also stands at a crossroads, in need of a new direction that embraces the ecological, industrial and cultural richness inherent to the site. The Master Plan describes a vision and framework for review, discussion and decision making. It is a living document where recommendations are not fixed or final but stand as a primary filter in the decision-making process as funding becomes available over the next 20 years. Along with a vision for Ketchum Park shared by the community, a set of principles were developed to serve as a guide when changes, uses, activities, or introductions are considered:

- Use the **foundational features** of the park's landscape as the basis for its design, such that the stream, the race, and recreation form its core patterns
- Embrace the **natural and industrial history** of the site as cues in creating spaces to support its social and recreational future
- Create spaces that encourage a **range of recreation activities and users**, but not in ways that allow those spaces to be dedicated for a singular activity
- **Protect the park's natural resources** by limiting the expanse of activities that pose a potential to downgrade the park's landscape, especially the riparian corridor
- Provide opportunities for **incremental evolution and implementation** of the park's improvements

Executive Summary + Introduction

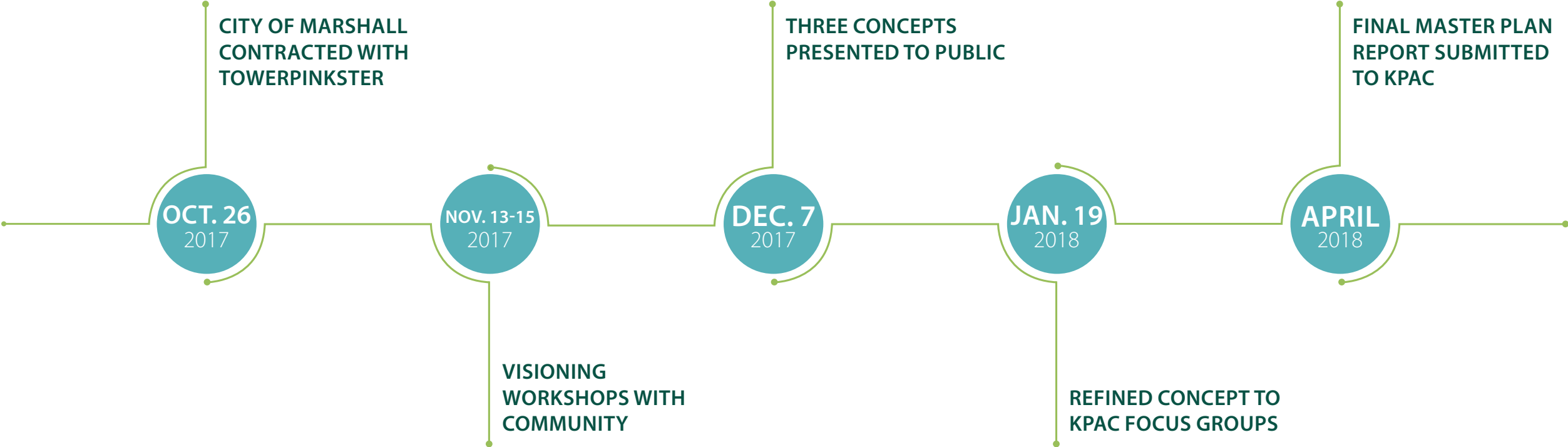
THE MASTER PLANNING PROCESS

On October 26, 2017, the City of Marshall contracted with TowerPinkster, a regional architectural and engineering design and planning firm, to produce a forward-looking Master Plan for Ketchum Park. Complimenting the park’s existing assets, the Master Plan sets expectations, direction and development goals that will enable the city to step knowledgeably and responsibly into the park’s future.

To best represent the views of the park’s numerous stakeholders and to provide timely and strategic feedback to the planning team, the Ketchum Park Advisory Committee (KPAC) and the City of Marshall assembled existing documents and data on community outreach, historical site documentation, existing site conditions, wetland delineation mapping, and Parks Maintenance plans to inform the Master Plan process.

A two-night Visioning Workshop was held at City Hall on November 13 and 15, 2017, with KPAC members and selected community representatives providing information and insight into current conditions, as well as hopes and aspirations. The community feedback, in conjunction with the existing site and data analysis, informed goals and objectives for the park over the next 25 years. This framework was used to direct the design team through the planning process and to determine programmatic needs and desired site improvements.

Subsequent stages of the master planning included the creation of three concept alternatives that were guided by five park goals determined from community feedback: Connectivity, recreation and play, sustainability, community engagement, and education and outreach. The concepts were presented to KPAC for feedback and discussion at City Hall. After gathering input from community members, a refined Master Plan was created by the design team and reviewed by the KPAC Focus Group. This report conveys and expands on the directions that were established during the Master Plan process.



Executive Summary + Introduction



“Recreation for a Lifetime”

City of Marshall Recreation Department

The City’s motto reflects the community’s commitment to engage all users and abilities in meaningful experiences that celebrate the area’s natural and cultural resources for generations to come.

DESIGN DIRECTION

Through an iterative process, the design team isolated significant elements to consider in the 25 Year Master Plan. Diversity of park experiences and connection to the community were regarded as very important components to include, and were an underlying theme throughout the process. Many people expressed the importance of telling the industrial and cultural history of the site, while emphasizing and protecting the park’s natural beauty and native ecosystems. Large, open green space was identified as a priority, as many people expressed interest in a flexible space that could accommodate large and small-scale events and activities. Additionally, active spaces were analyzed to determine if they were essential, properly located, or in need of renovation. By eliminating underutilized park elements and addressing major drainage issues, the community agreed that space should be allocated for passive, non-programmed use in addition to newly designed active areas.

Defining Features: STREAM | RACE | RECREATION

Three eras of natural and human history intertwine in Ketchum Park: A time when the stream carved its course through an unmarked landscape, a time when the power of the stream was harnessed for local industry, and a time when streets and homes reached outward from the historic center of Marshall. Today, the focus of the land has turned to recreation for the dedicated community. These patterns, all visible today, become the forces shaping an experience in Ketchum Park, an experience that weaves the natural environment into a people-centered time. In the master plan we see:

- Restoration of the stream, creating a space for appreciation of the great banks.
- A race, once used to build the city, now a place for activity and entertainment.
- Recreation created with the highest regard for nature and the greater Rice Creek, organized for gathering, play, and learning.

Until now, these patterns have been separated, and often unrecognized. The Master Plan reconciles the stream, the mill race, and recreation to create a series of spaces and activities resonating with one another. The stream is made better by interacting with people, the race reconnects with stream and people, and recreation is balanced between nature, history, health, and social interaction.

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Project Background

Location + Context

Ecological Framework

Existing Conditions + Uses

Site Assessment

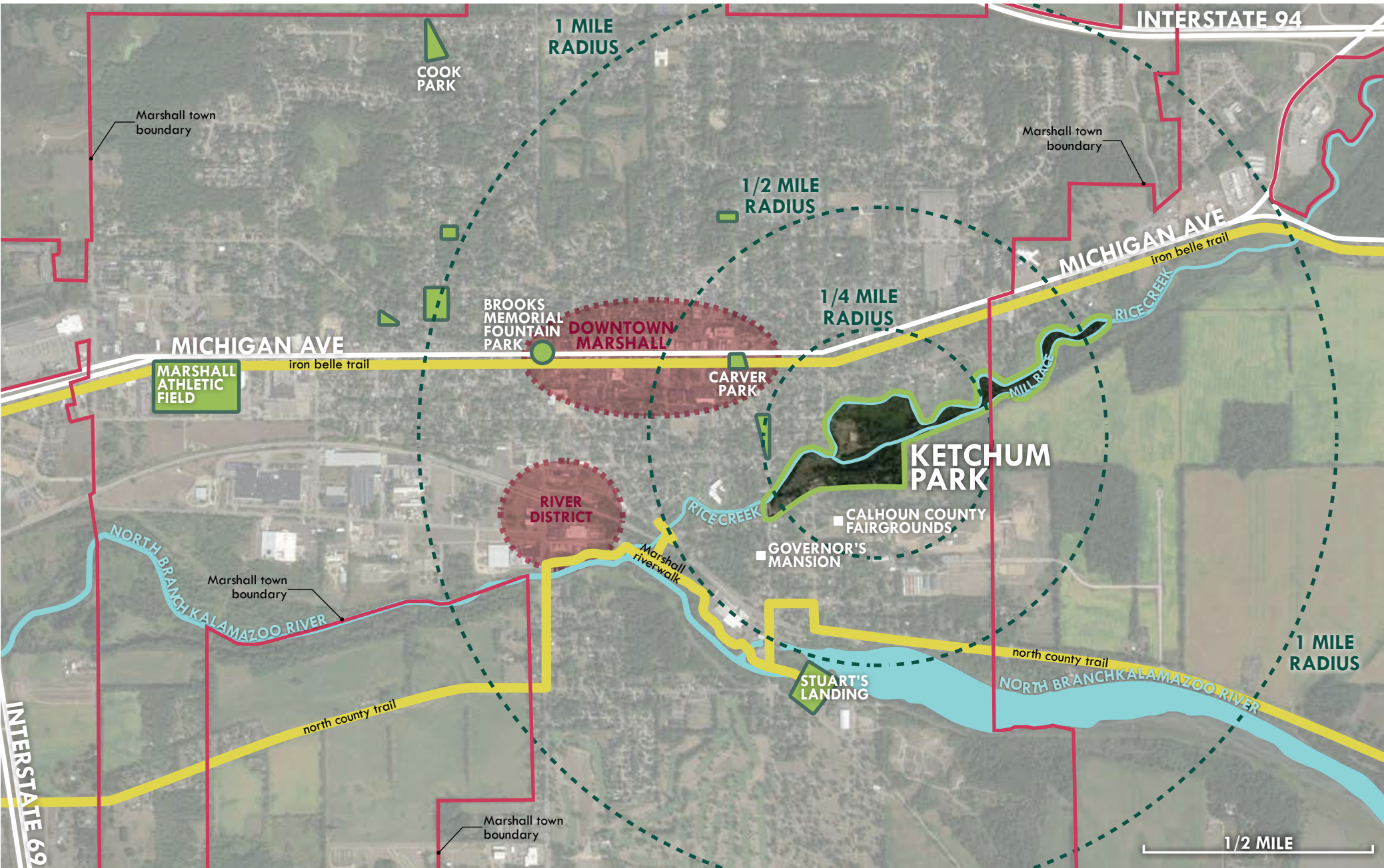
Community Feedback



Project Background

LOCATION + CONTEXT

Ketchum Park is a well-loved community green space located in the heart of historic Marshall, Michigan. The park's 25 acres feature passive and active recreational opportunities and a diverse riparian habitat nestled within a residential neighborhood, making it Marshall's largest public park. Two significant waterways shape the boundaries of the Park: 1) Rice Creek, a headwater tributary to the Kalamazoo River, and 2) a Mill Raceway, a human-made channel that once served the site's industrial past. These two waterways divide the park into upper and lower regions that are linked by the scenic Rotary Bridge.



Upper Ketchum Park is bound by Rice Creek to the north and the Mill Race to the south, and extends west, beyond the city line, terminating at a peninsula where the Mill Race splits off from Rice Creek. The west end of the park is accessed by a utility maintenance path that extends the length of Upper Ketchum Park. Access to Upper Ketchum is from a small vehicular bridge that extends over Rice Creek from the corner of South Gordon Street and East Hanover Street.

Lower Ketchum Park is bound by Rice Creek to the north and Montgomery Street to the south. The east side of the park ends at Marshall Way, where Rice Creek passes through a historic bridge on its way to the Kalamazoo River. Access to Lower Ketchum is from South Marshall Avenue to Montgomery Street where visitors are greeted by the popular Kids' Kingdom playground.

A 10-minute walk from downtown Marshall, Ketchum Park is close to many of the city's amenities and assets. In addition to its proximity to major highways I-94 and I-69, the park sits between several non-motorized local and regional trail systems including the Iron Belle Trail, the North County Trail and the Marshall River Walk. The park is also close to many tourist attractions such as the Calhoun County Fairgrounds, the Governor's Mansion and other 19th century historic buildings, and the growing, up-and-coming River District. Additionally, there are three schools and a library, all within a half mile radius.

Project Background

PARK CHARACTER + HISTORY

The landscape on which Ketchum Park sits today has a longstanding history of modification. Over the last 180 years, the landscape has been shaped to suit the needs of the community. What stands today is a resilient landscape that evolved to support both a diverse natural area and a thriving Marshall community.

Before the City’s establishment in 1830, the Potawatomi Indians inhabited Marshall. The tribe had a deep understanding and relationship with the landscape. Rice Creek’s namesake comes from the tribe’s name “Manoomin,” meaning wild rice, and several species of native wild rice were grown and harvested in the stream. Native vegetation was used for tools, food, and medicine. The sacred species white cedar, sage, sweet grass, and tobacco, as well as native wild rice, can all be found in Ketchum Park today. The Potawatomi used fire as a tool to control and manage the development of the landscape. Regular burning for hunting, traveling, and vegetation management changed the landscape from a forested area to open grasslands. When city founders Sidney and George Ketchum arrived in the area in 1830, they found a park-like landscape with abundant water resources, which made for an ideal settlement.

When Sidney and George Ketchum handed down their claims to lands in this area along Rice Creek, the primary use of the land became industry. From 1836 through 1956 the land passed through several hands and was manipulated to serve as a resource for a castings and brick furnace, and four different logging and flour mills. A mill race and a dam were also constructed to support the local industry. The dam was located where the Park’s far east peninsula is today, in Rice Creek. At this same location, just south the dam, a linear mill race was trenched to supply water to a pond that supported the mill. The water rejoined with Rice Creek at a spillway near the South Marshall Bridge. The Mill Race received the majority of water flow, leaving Rice Creek short of its natural flow.

In 1957, the Rotary Club helped support the purchase of the property and designate the land as a public park. Over the years many improvements and amenities have been added to the park including a picnic pavilion, a playground, and a bridge that linked the north and south sides of the park. These developments allowed Ketchum Park to become a sought out location for recreation and social gatherings. A robust volunteer base has regularly contributed to park recreation additions over the years, including the creation of a skate park, the Kids’ Kingdom playground, and a disc golf course.

In 2007, the state Department of Natural Resources worked with the city of Marshall, the Calhoun Conservation District and Trout Unlimited to remove the mill pond dam in Rice Creek, due to its failing infrastructure. The natural flow of water returned to Rice Creek, and the Mill Race remained a park feature. Two years later, lower Ketchum went through significant physical changes when the Mill Race pond was filled in as part of the dam removal project. The fill material used created an unstable surface and left many residents unsatisfied. Dam and spillway remnants still remain at their original location.

The Ketchum Park Advisory Committee was established in 2014 to engage the Marshall community in improvement projects and management activities. Together with the city, there have been many small-scale improvements made to the park, as well as a Ketchum Park Management Plan. In 2017, KPAC reached out to The Kalamazoo River Community Recreational Foundation for master plan funding. The foundation granted KPAC funding for a comprehensive 25 Year Master Plan report to guide future development decisions.

NATIVE PERENNIAL - DWARF LAKE IRIS



FORMER SPILLWAY AT WEST END OF PARK



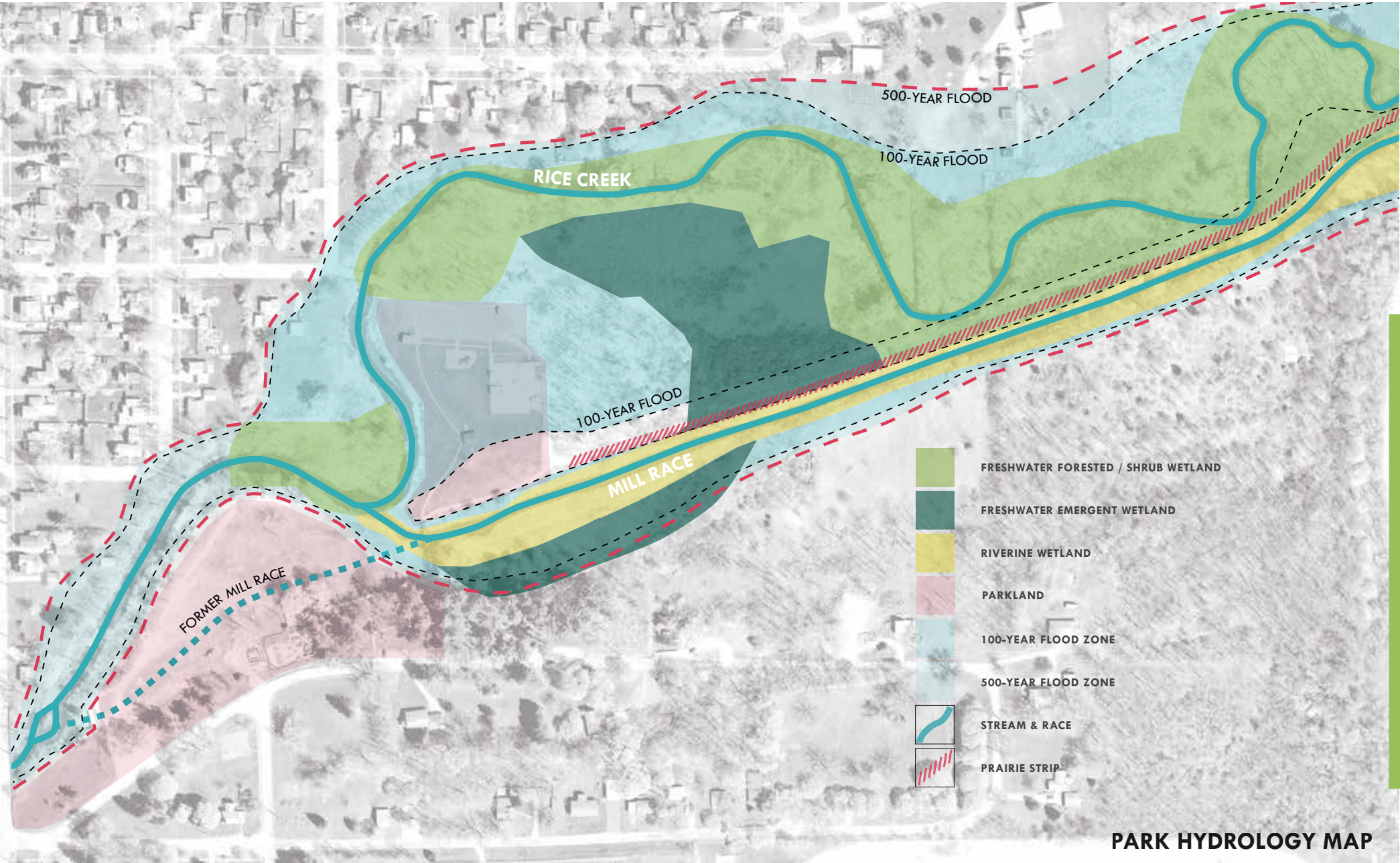
FORMER MILL BUILDING IN THE 1920s



Project Background

ECOLOGICAL FRAMEWORK

The native landscape of Ketchum Park has proved resilient despite its long-standing history of change and manipulation by human hands. The Park’s local topography, soils, hydrology, and historic vegetation have adapted over time to create a framework of five distinct ecological zones within the Kalamazoo River Watershed riparian area—**AQUATIC ECOSYSTEM, WETLANDS, LOWLAND FOREST, PRAIRIE STRIP, and PARKLAND.**



Understanding the diversity of these zones will help inform future large- and small-scale design improvements. They will also guide ongoing maintenance in the park by including restoration efforts and storm water management. By highlighting the park’s ecological resources, a narrative for environmental education is created that serves as a connection for Marshall residents to their park and the larger landscape context.





AQUATIC ECOSYSTEM

DESCRIPTION:
Rice Creek and the Mill Race are natural and human-made water systems within Ketchum Park. Rice Creek is a shallow, meandering tributary to the Kalamazoo River. The Mill Race is a deeper, faster linear channel that meets Rice Creek at the Rotary Bridge.

GENERAL CONDITIONS:
A diverse aquatic organism presence, cool water temperatures, and high water quality maintain a healthy, balanced ecosystem. Rice Creek and the Mill Race both provide important habitat to populations of trout. Currently, Rice Creek contains natural barriers that prevent human access, while the Mill Race is generally free of obstructions.

HISTORIC VEGETATION:
Water edge plant material including native rushes, reeds, sedges, and cattails. Tribe members are currently restoring native wild rice (*Zizania aquatica* and *zizania palustris*) along Rice Creek's waters edge, at the park's north entry.

DESIGN IMPLICATIONS/OPPORTUNITIES:

- Clearing of overgrown vegetation will allow for scenic views of the waterways and adjacent landscape
- Improving in-stream habitat and slope stabilization
- Water access and trails for visitor and wildlife connections
- Enhancing wild rice planting and relating Potawatomi narrative



WETLANDS

DESCRIPTION:
A transitional area between the aquatic ecosystem and adjacent terrestrial ecosystems, consisting of freshwater emergent and riverine wetlands.

GENERAL CONDITIONS:
A large majority of Ketchum Park's wetlands are inaccessible due to continuously wet conditions and dense vegetation. Invasive species have spread both along Rice Creek and the Mill Race Bank. The recent loss of many Ash trees due to insect damage has left many standing dead trunks.

HISTORIC VEGETATION:
Large stream-edge trees mix with early to mid-successional emergent wetland vegetation. Species includes Cottonwood, Mulberry and Gray Dogwood.

- DESIGN IMPLICATIONS/OPPORTUNITIES:**
- Potential for a nature trail/boardwalk system to allow access within the wetland habitat
 - Removal of invasive species and planting of native vegetation to maintain the native landscape
 - Interpretive stations to promote ecological awareness and stewardship



LOWLAND FORESTS

DESCRIPTION:
Lowland hardwoods are found in areas that hold water seasonally in Ketchum Park. Hardwood swamps and flood plain forests are both found within the park's freshwater forested habitat and contain many plant species not commonly found in other forest types.

GENERAL CONDITIONS:
Flooded hardwood lowland in the spring and fall, in addition to shade cover, cause plant material at the ground level to be sparse. Mature trees have shallow root systems and are subject to blow down during strong storms.

HISTORIC VEGETATION:
Larger trees including Silver Maple, Red Maple and Cottonwood make up a large majority of the tree population. Common ground layer plants include skunk cabbage, ferns, and jack-in-the-pulpit.

- DESIGN IMPLICATIONS/OPPORTUNITIES:**
- Planting of desirable species as openings occur: Yellow Birch, White Cedar, Larch, and Burr Oak
 - Potential for an elevated boardwalk system for year-round access within the habitat
 - Interpretive stations to learn about lowland forest birds, reptiles, mammals, and amphibians



PRAIRIE STRIP

DESCRIPTION:
A highly dynamic plant community of grasses, forbes, and pioneering shrubs found in ecological succession along the Consumer's Energy Right of Way (ROW). The narrow strip sits atop a weir that divides Rice Creek from the Race, forming a narrow peninsula on the park's far east end.

GENERAL CONDITIONS:
ROW requirements include a 30' clearance of tall trees and shrubs. Invasive plants quickly move into disturbed areas and banks from spraying and clear cutting, crowding out native species. Volunteers regularly work to remove invasives and establish native vegetation in their place.

HISTORIC VEGETATION:
Large native shrubs such as American Cranberry and Common Ninebark must be managed to maintain the 30' ROW clearance. Native low herbaceous vegetation of early successional habitat is essential for birds, small mammals, and invertebrates to thrive.

- DESIGN IMPLICATIONS/OPPORTUNITIES:**
- Removal of invasive species and restoration of native early successional habitat
 - Development of a visitor access trail along the maintenance path to access the east end of the park
 - Elevated flat surfaces along the maintenance path allow for small gatherings for schools and community organizations
 - Potential areas to access the Mill Raceway for fishing and other water recreation



PARKLAND

DESCRIPTION:
Maintained green spaces in Upper and Lower Ketchum Park, punctuated by mature trees. Primary use of the space is for recreation, and includes site amenities such as picnic shelters and restrooms, as well as active areas like the playgrounds, skate park and disc golf.

GENERAL CONDITIONS:
Trees and brush along the perimeter of the lawns provide the primary habitat in this zone for small mammals and birds. Both Upper and Lower Ketchum Park suffer from poor drainage in wet seasons. Concrete fill has been dumped in several locations including the disc golf course and the Lower Ketchum lawn area, posing safety concerns.

HISTORIC VEGETATION:
Large park trees have been planted over the years by Park volunteers and staff. Existing mature trees include Willows, Maples and Pines. Landscape plantings feature low maintenance grasses and shrubs and several native wildflower gardens.

- DESIGN IMPLICATIONS/OPPORTUNITIES:**
- Potential for storm water management such as rain gardens and other infiltration areas
 - Introduce pockets of habitat throughout the parkland green space
 - Incorporate interpretive elements and sustainable materials in the design of new structures and spaces

Project Background

EXISTING CONDITIONS + USES

Ketchum Park has a variety of passive and active uses for visitors in addition to providing a connection to the natural environment. The parkland green space in both Upper and Lower Ketchum is relatively flat and open allowing for a wide range of programmed and spontaneous recreational opportunities. Currently, the lower half is the most used area of the park due to several popular park amenities: Kids’ Kingdom playground, a picnic shelter and barbecue, and well-maintained public restrooms. The upper half of Ketchum Park features a skate park, smaller playground, 6-hole disc golf course, and a secondary picnic shelter.

To date, the City of Marshall and KPAC’s large volunteer base have made many recent, low cost improvements to the park:

- New concrete sidewalk along Montgomery Street between South Marshall Avenue and the lower east parking lot
- Native plants and tree planting
- Repairs and improvements to Kids’ Kingdom, the skate park, and other park structures and equipment
- Trail building/maintenance
- Water quality monitoring
- Flower box and wildflower garden planting
- Viewshed improvements
- Habitat enhancements
- General park clean-up



Project Background

SITE ASSESSMENT

SITE DRAINAGE

Some areas of Ketchum Park are impacted by inadequate storm water management, standing water, or saturated soils. These impacts are most often noticed after significant rainfall events, and can last minutes to weeks depending on the amount of rainfall and the given location.

Inadequate storm water management primarily impacts the Kids’ Kingdom playground and surrounding area. Storm water from Montgomery Street and the Ketchum Park parking lots runs downhill and is channeled through Kids’ Kingdom, resulting in the dispersal of wood chips to lower lying areas, or out of the playground entirely.

Standing water primarily affects the former mill race channel due to poor rainfall infiltration into the soil. This is most likely due to the improper material used to fill the channel following the dam removal project in 2007. The areas of standing water are usually gone within a week if no further rainfall has occurred.

Saturated soils are found in the upper park, and are concentrated around the sidewalk that extends from the restrooms to Rotary Bridge. The saturated areas can extend further to east beyond the picnic pavilion. This portion of the park was at one time likely wetland, but was filled with a high-clay content to create more usable parkland.

As park improvements are made over the next 25 years, an *ecologically*-based stormwater management approach is recommended to manage rainfall and filter pollutants through a vegetated treatment network, but also together with traditional engineered subsurface drainage systems.

PARK ACCESS, PARKING + PATHS

Surrounded by single-family homes, Ketchum Park is strongly connected to its residential community. Aside from the main entry and vehicle bridge, Rice Creek and the Mill Race are physical barriers that prevent visitors from entering the park. Given these limited access points, the park needs clear and welcoming gateways, with minimal impact on the neighborhood. Traffic, parking, and noise all affect the surrounding community, and have been evaluated in terms of park function and interface with adjacent neighbors. At this time, the north entrance bridge is not pedestrian friendly. Drivers often speed across the bridge down to the parking lot, unaware of their surroundings. Improved pedestrian passageways and traffic calming strategies are recommended.

Ketchum Park currently has three parking lots: two in the lower half, and one in the upper that include a total of approximately 52 spaces. The lower east lot provides approximately 10 spaces, the lower west lot provides approximately 12 spaces, and the upper lot provides 30 spaces, including six that are barrier-free spaces. Additional, on-street parking is available in the surrounding neighborhood.

The majority of paths and trails in Ketchum Park today are disjointed and lack fluidity between recreational spaces. The new concrete sidewalk along Montgomery Street provides a safe pedestrian passage to from the west parking lot to Kids’ Kingdom. The sidewalk then connects to a narrow concrete path that brings visitors across the Rotary Bridge to the north parking lot. A mulched path was recently installed in lower Ketchum along the tree line overlooking Rice Creek, and a crushed gravel maintenance path now extends from the north parking lot (behind the skate park) and into the power line ROW.

As part of the 25 Year Master Plan, a recommendation has been made to improve and enhance both connection and wayfinding within the park, and to the surrounding community. Barrier-free access should be implemented in both parkland and natural area spaces.

MILL RACE FILL AREA IN LOWER KETCHUM PARK



NORTH ENTRANCE VEHICULAR BRIDGE



SOUTH ENTRANCE WELCOME SIGN AT S MARSHALL AVENUE + MONTGOMERY STREET



Project Background

SITE ASSESSMENT

PARK STRUCTURES + AMENITIES

Playgrounds

Kids’ Kingdom is a charming, well-used, 11,000 square foot playground modeled after historic Marshall architecture. The playground integrates its customized, unique structures with traditional play equipment, including swings, slides and bars. Planned, designed and built by community members, the playground remains primarily maintained regularly by volunteers. Since its opening in 2005, the playground has received cosmetic and safety improvements as well as annual spreading of fresh wood chips. This regular maintenance has helped ensure the longevity and safe function of the playground structures and play surfaces. As mentioned earlier, this area experiences washout during major storm events, resulting in temporarily soggy conditions, displacement of the play surfacing, and exposure of the soil surface or geotextile fabric.

The upper park playground is traditional in its form and design. The structure is supported by steel posts and has plastic sides and climbing ladders. The playground, while well used and in fair condition, does not receive the same activity and attention as Kids’ Kingdom. There is the option to relocate the play structure to another well-suited park in the city.

Restroom Buildings

There are currently two restroom facilities at Ketchum Park. Lower park restrooms were built in 2015 and support the adjacent Kids’ Kingdom and nearby picnic shelter. These fully functional restrooms meet barrier-free requirements and lock after the park closes at 10pm to reduce the risk of vandalism. Drinking fountains are located at the restroom entry. The upper restroom has struggled with vandalism, tagging, and equipment damage, and is currently locked and non-functional.

Picnic Shelters

There are currently two 25’x25’ timber frame picnic shelters at Ketchum Park. The lower park shelter is highly used by the community for small gatherings such as birthday parties or small events. Parking and restrooms are in close proximity to this shelter. The structure is in good, well-maintained condition and sits on a concrete pad. The structure contains eight picnic tables and a barbecue. The upper Park picnic shelter is less used by the community and is in need of aesthetic and functional repair. The shelter is located along the main pathway between the Rotary Bridge and the upper parking lot. The timber structure sits on concrete footings and has a dirt floor surface. The shelter contains five picnic tables and a barbecue. This shelter is in an area seasonally saturated with water.

Rotary Bridge

The Rotary Bridge is an iconic link within Ketchum Park. The bridge was built in 1988, connecting lower and upper portions of the park, and is structurally sound to this day. The framework of the bridge is composed of steel and the footpath flooring of the bridge is wood. The wood flooring boards are in fair condition, and will eventually need to be replaced due to wear and weather exposure.

UPPER PARK RESTROOM (CLOSED)



UPPER PARK PICNIC SHELTER



ROTARY BRIDGE



LOWER PARK PICNIC SHELTER



Project Background

SITE ASSESSMENT

PARK STRUCTURES + AMENITIES

Skate Park

The Ketchum skate park was designed and built in two stages by a small committee of volunteers, and is well used by skaters of all ages within the Marshall community. The park sits on a 10,000 square foot concrete pad and contains grind bars and nine plywood ramps. The skate park is currently enclosed by a tall chain link fence, which will potentially be removed in the near future as it has been deemed unnecessary by KPAC and its users. The ramps are in various stages of disrepair, with some needing updates soon due to safety concerns.

Disc Golf Course

Ketchum Park currently has a “natural style” 6-hole beginners disc gold course located at the edge of the upper park’s natural area. The course has a small environmental footprint, requires no mowing, and only needs overgrown brush cut back seasonally. The existing layout of the course works around current park features and high traffic areas, and activates an otherwise unused portion of the park. Portions of the course were established on fill from the dam removal. With exposed blocks of concrete in some areas, uneven walking surfaces are a concern to be addressed. The disc golf course has an active volunteer group with plans to expand beyond the 6-hole course. The course is used by all ages and has both daytime and night time events.

DISC GOLF EVENT



SKATE PARK



CHALLENGES + OPPORTUNITIES

Spillway Bank

KPAC has voiced concern about the steep bank between the former spill way and the South Marshall Bridge. Currently, the bank is retained with boulders and is overgrown, primarily with invasive vegetation. Restoration of the bank is desired to improve safety and stabilization, and to reestablish an important viewshed to the historic bridge.

The scope of bank restoration is difficult to determine because there are many unknowns. The bank is steep, with little space to slowly grade the slope back. Fill material is unknown and the bank is directly tied-in with the bridge. Access is limited as the bank hovers above Rice Creek. The combination of these factors could potentially be very costly.

Further investigation is needed to determine the designed outcome for the bank. One possible option could be a terraced system planted with native vegetation, that would enhance the view and provide better access for maintenance.

Eastern Park Peninsula

Ketchum Park extends east beyond the city limits along a narrow peninsula to where the Mill Race splits off from Rice Creek. Visitors have access to the far eastern point via the unpaved Consumer’s Energy ROW clearing (.6 mile) below utility power lines, where it terminates at the remains of the former dam. The one-way-in, one-way-out nature of this path presents both personal and physical safety concerns, as well as maintenance issues, at the far end of the peninsula due to lack of access. A connection to land on the north side of Rice Creek would activate the peninsula and encourage visitors to engage with and explore this area safely and responsibly, while providing a new gateway and experience into the park.

EXISTING BANK CONDITION AND HISTORIC BRIDGE



POTENTIAL DESIGN OPTION - TERRACED NATIVE GARDEN



Project Background

COMMUNITY FEEDBACK

KPAC COMMUNITY OUTREACH

Extensive community outreach was facilitated by KPAC prior to TowerPinkster’s inclusion on a Park Master Plan. Workshops and brainstorming sessions were held to determine and vet future development priorities for the park. Through this process, KPAC identified a list of opportunity areas and programs to move forward with. At the top of the list was a disc golf course, a pathways and trails system, restoration of the landscape at the old dam and mill sites, and increasing water access. These findings suggest community members were looking for new recreational ways of interacting with the park, while deepening their connection to the landscape. With this information, KPAC and a local landscape architect created a preliminary Master Plan drawing in the winter of 2015 that lay out the community’s initial thoughts and ideas.

The preliminary plan, and collaboration with City staff members, gave KPAC insight in developing a Ketchum Park Management Plan report. The report outlines the park’s history, the community’s vision for the park, current park conditions and uses, and issues and opportunities within the park. The report became a tool for KPAC to obtain funding to complete a comprehensive Master Plan report that would guide the City and the Committee over the next 25 years. TowerPinkster was brought on as a design consultant to guide the master planning process.



Project Background

COMMUNITY FEEDBACK

VISIONING WORKSHOPS

During the Master Plan process, public input was the main generator of ideas to create the 25-year vision for the park. The design team worked closely with KPAC and City staff to gather information that reflected the broader community. Neighbors and representatives from many local groups attended and gave input including Youngish Professionals, the Potawatomi Tribe, skate park volunteers, and Trout Unlimited. Two visioning workshops were held to revisit information collected from KPAC’s previous outreach sessions, and to brainstorm new ideas and approaches for park improvements.

The groups discussed the importance of weaving the industrial, cultural and ecological stories of the park’s landscape into designed elements and features. Recreation, wayfinding and gathering spaces were all thought to be opportunities to directly and indirectly teach park visitors the history of Ketchum Park and encourage environmental stewardship through different forms of interpretation. Connectivity and access within and surrounding the park was another common theme in the visioning discussions. The group expressed the need to improve and add pathways within the park and connect them to nearby City amenities and regional trail systems. Additionally, ensuring the park is grounded in sustainable practices, in both an ecological and operations sense, was a high priority at the workshops. Designing versatile spaces that minimize maintenance costs and respond to the landscape was emphasized as an important aspect to consider.

An overall vision and set of goals was developed based on the initial community outreach and the feedback and discussion from the visioning workshops. This provided direction for the design team throughout the planning process and helped determine programmatic needs and desired park improvements.



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Project Vision + Goals

Mission Statement, Vision + Goals

Primary Introductions

Big Moves



Project Vision + Goals

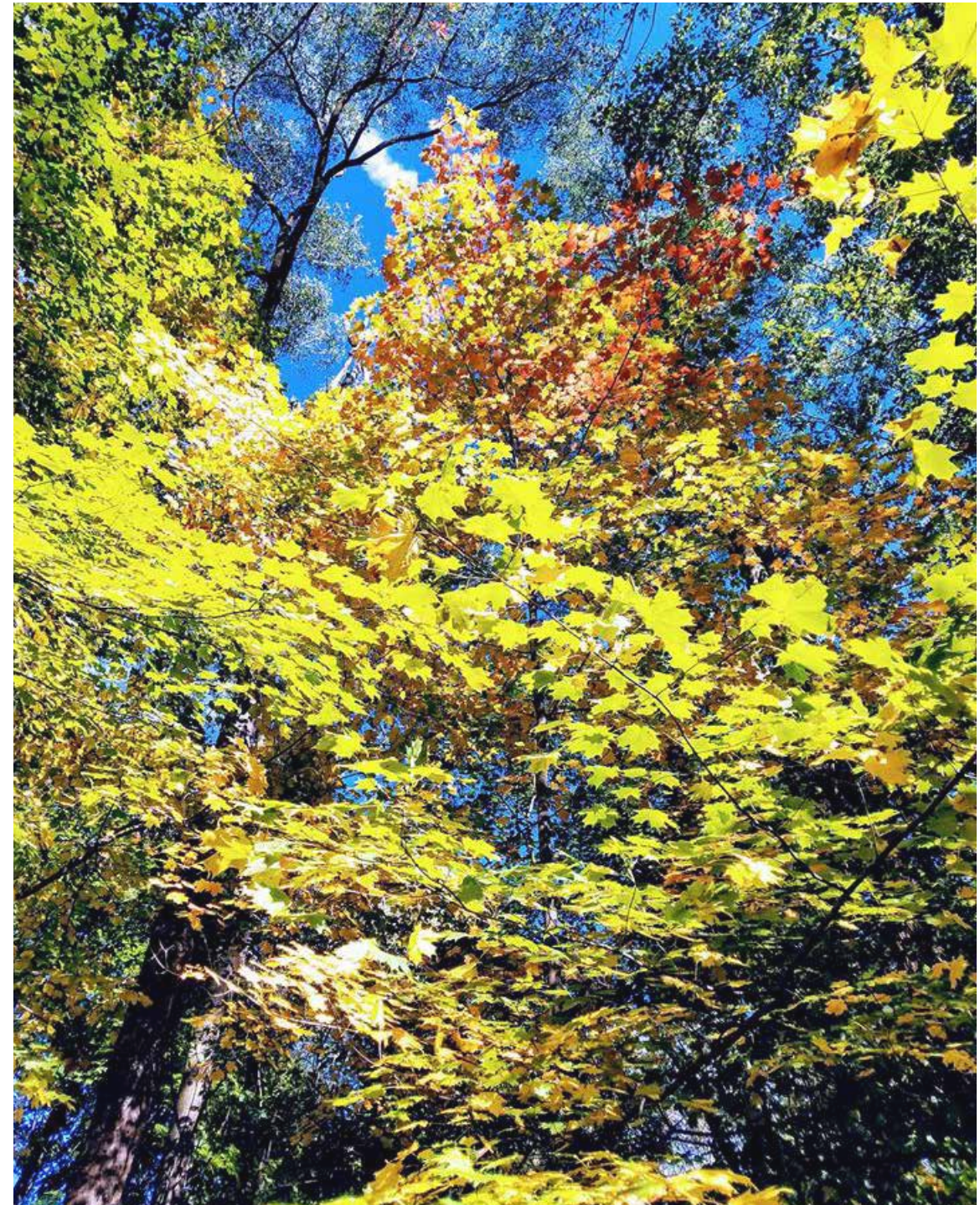
KETCHUM PARK MISSION STATEMENT:

To provide a thriving natural open space and parkland with multi-generational recreational opportunities within the heart of Marshall.

KETCHUM PARK VISION:

Through purposeful management we will maintain the integrity of Ketchum Park and guarantee its long-term preservation by:

1. Providing high-quality, diverse recreation opportunities for visitors
2. Connecting the community to the park physically, ecologically and socially
3. Enhancing visitors' understanding and appreciation of the park's natural, cultural and industrial history
4. Practicing responsible management that fosters environmental stewardship and supports conservation goals



Project Vision + Goals



KETCHUM PARK GOALS:

A statement of intent that describes the desired result or aim for improvements, based on the vision and fundamental principles of the park.

- **Connected Network** – Maximize the physical, social, and ecological connections between the park and community members. Provide a connected pedestrian trail system within the park that links to nearby neighborhoods, waterways and trails systems. Utilize wayfinding and interpretive signage as a way of connecting to ecological systems. Enhance the park’s native flora to improve the riparian corridor along Rice Creek. Improve gathering spaces for both large- and small-scale interaction.
- **Recreation and Play** – Create a regionally recognized park known for its diverse, high-quality experiences that are accessible to all. Create unique social opportunities that support the physical and mental health and wellness of the community.
- **Engaged Community** – Draw on community feedback and national trends to build programs and projects that activate the park year-round. Encourage continued investment by capturing the interests of Marshall’s diverse committees, clubs and schools.
- **Sustainable Solutions** – Implement green infrastructure strategies and sustainable maintenance practices, and provide corresponding educational opportunities for community members.
- **Education and Outreach** – Design structures, signage and programs as learning opportunities, inspired by the ecological, cultural and industrial history of the site.

Project Vision + Goals

PRIMARY INTRODUCTIONS

RESTORATION | HEALTH | HISTORY

The vision for a revitalized Ketchum Park is based on the themes of restoration, health, and history. This design enhances the natural beauty of the stream and allows for a wider range of accessibility for more users. When people can participate in natural environments, it creates a new type of recreation – one that is based on health and connectivity. If this ambient environment is at the center of the community, only a short walk from home, the bond created between space and community is further strengthened. The park offers a range of spaces for gathering, suitable for a solitary wanderer to a community get together.

As the public utilizes this space, they will feel the history of Marshall running through the park. At one time, the mill and race were key in Marshall industry, and that is a story that should be passed through generations, as they come to that same space to create their own stories.



Project Vision + Goals

BIG MOVES

STREAM RESTORATION | RECOGNITION OF RACE | SPACES FOR COMMUNITY

The diagram suggests several big moves, each based largely on one or more foundational features of the Park. Where some can be achieved as a single project, others might be more incrementally accomplished or require continuing effort.

- Restore the stream bed and banks. Create protected natural areas for habitat that harbor intentional opportunities for human interaction with the stream
- Acknowledge the abandoned millrace. Recognize the race as a formative element of the park and its current use, and represent as an abstract from within the landscape
- Create spaces for people. Provide spaces for large and small scale social gatherings that interact with and celebrate the park's natural features
- Allow for spontaneity. Introduce universal, unprogrammed activities that relieve the park of having to conform to recreational standards that might be at odds with its character-defining features

THE STREAM

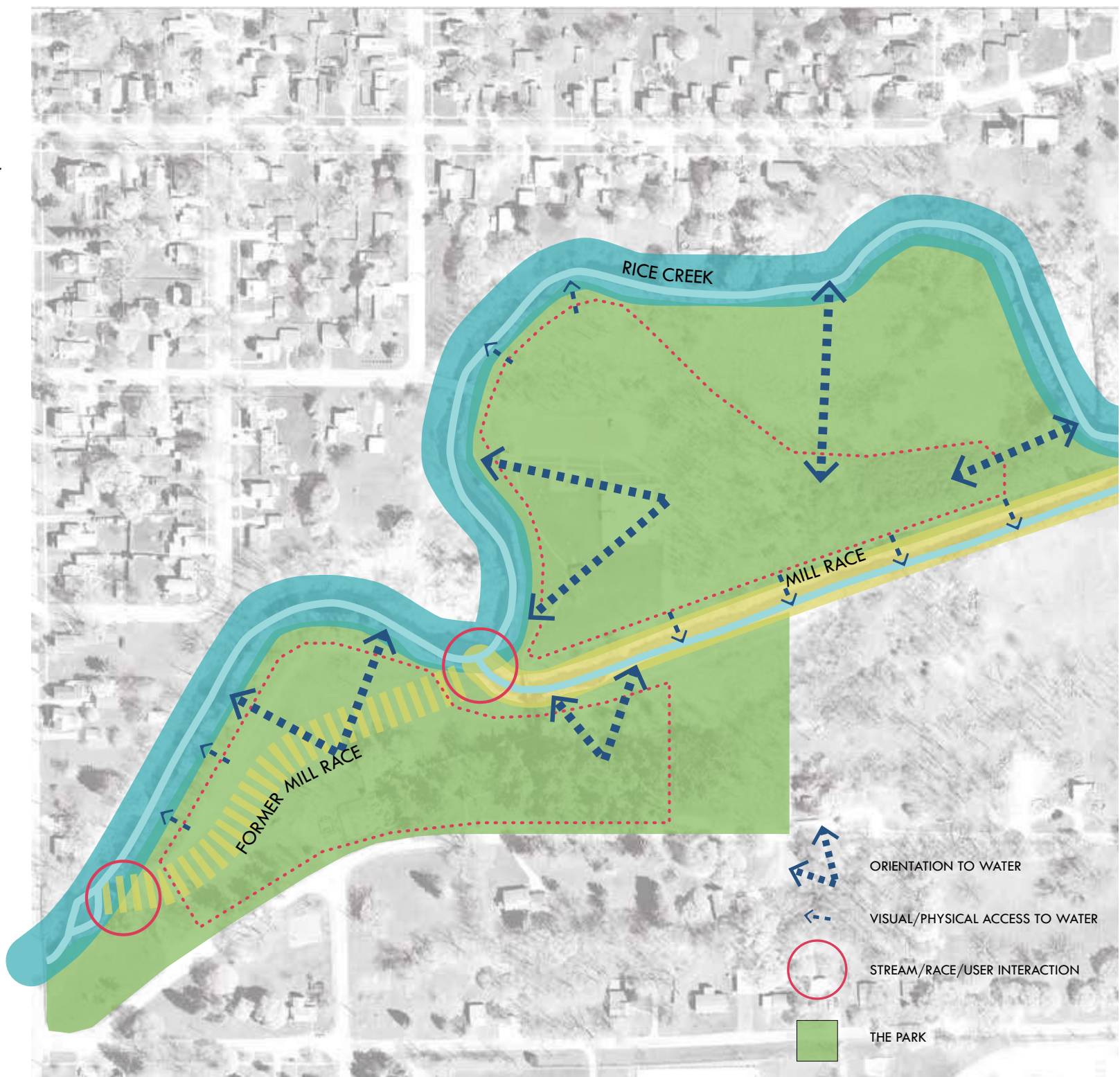
- A dominant feature in park's landscape, the stream forms a foundational element of design.
- Recognizing the shape of the stream as it flows around the park offers clues on where emphasis might be placed for human use.
- Places of confluence deserve special attention and can become places where stream, race, and people mix.
- Orientation of spaces in the park should recognize the stream so that its presence informs experiences people will have in the park.

THE RACE

- The lost industrial feature of the park has a compelling narrative that can be revealed by seeing where the race is today and where it once stood.
- Remnant features of the race can add to the unique experience of the park.
- Reinforcing the orientation of the park to the race is a reminder of the park's evolution.

RECREATION

- Consideration for the park's natural features and stream must be made when new activities are added to the park.
- Gathering, at a range of scales, supports a key recreational function of the park.
- At key locations, interpretive signage and features can tell important stories of the park's cultural, ecological, and industrial heritage.



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Ketchum Park Concept Plan

Park Feature Descriptions

Gateways + Circulation

Interpretive Program

Low Impact Development

RECOMMENDATIONS



Recommendations

THE MASTER PLAN

The concept for Ketchum Park is one that reflects on cultural, ecological, and industrial heritage, while celebrating the spirit and energy of Marshall’s community today. The plan is built on principles that embody the role of the park within the city of Marshall. Crafted with input from the community, KPAC and City officials, the plan will guide the design of the park for the next 25 years:

- **Park Accessibility** – Our park will provide universal access into and within its boundaries and will function as a connecting hub within the City of Marshall.
The park will serve residents city-wide, with physical and visual access to the Park’s waterways and natural areas.
- **Park Identity** – Our park will be a recognizable asset to the community that fosters a love of nature while acknowledging the site’s cultural and industrial past.
The park will build on the existing character of the Marshall community and will be influenced by the input of present users and the City’s vision for growth.
- **Ecological Sensitivity** – Maintenance and improvements made to our park will support the health of Rice Creek and the ecosystems within the larger Kalamazoo River Watershed. Delineated wetlands and natural areas will be protected and restored, with any development using a light-touch approach.
- **Community Building** – Our park will bring people together by providing integrated recreational opportunities for all generations and user groups, year-round.
- **Economic Sustainability** – Improvements made to our Park will be measured against the City’s financial capacity to build AND maintain. A holistic approach to the park’s management is based on values that preserve the function of the park’s natural systems and minimize maintenance costs.

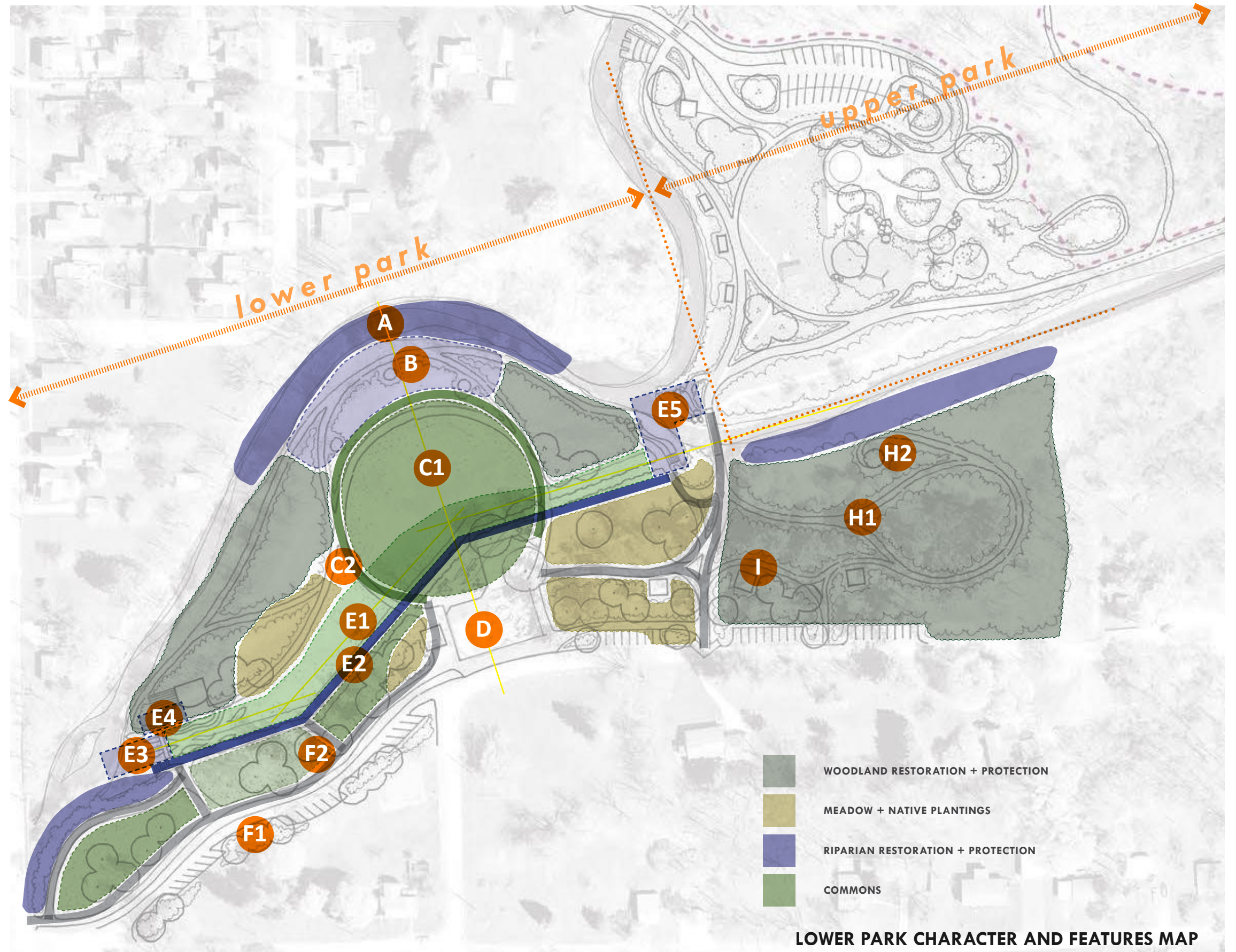


LOWER KETCHUM PARK

The lower park is defined as those areas downstream of the confluence of the stream and millrace, an area currently focused on Kids' Kingdom and a portion of the park resulting from the abandonment and filling of the lower portion of the millrace. Two primary forces are suggested in the design: a link across the park that bridges Kids' Kingdom to the Creek, and a passage recalling the former millrace.

Primary features are described generally with function, character, and materials in ways that recall the stream, race and recreation basis of the Park.

These icons represent reoccurring themes and programs within the park:



Park Feature Descriptions

LOWER PARK PATTERNS / SPACES / OBJECTS

A Stream Restoration Focus Area Possible focus for first phase stream restoration by Trout Unlimited through a grant by KRCRF; orientation to fish and riparian habitat; active water if possible. 	B Lower Stream Ramble Narrow “bridges” through terrain; stream overlooks as isolated pods and perches for individual retreat and small gatherings (3-5 visitors).  	C1 The Great Lawn Expansive and unprogrammed lawn; focus for large gatherings; resilient turf achieved through the sand-slit drainage system and irrigation. 	C2 Lower Ketchum Promenade Broad strolling accessible walkway encircling lower Ketchum Commons; benches directed towards Commons; low-level illumination to create pools of light along the path; permeable paving material 
D Kids’ Kingdom Expanded area for traditional or inventive play, with a future focus on the park’s industrial evolution and ecological restoration. 	E1 Millrace Shadow Recollection of former mill race using low maintenance native grass resulting in a walkable surface that is different than the adjacent Great Lawn; interpretive elements and/or signage assists in storytelling.  	E2 Millrace Path 8’ wide pedestrian path along the Millrace Shadow marking southerly bounds of former mill race; permeable paver or crushed granite path material that mimics the flow of water.  	
E3 Confluence Garden Gathering area at former spillway reaching to water; raised planters and terrace layout represents the flow of water and movement; “industrial” materials; access to stream for human-powered watercraft and play. 	E4 Millrace Pavilion Formal gathering area and shelter overlook the former confluence of the millrace and creek; “industrial materials and forms to recall former mill use (not architecture of former mill). 	E4 Millrace Terraces Gatherings at upper end of former mill race; undulating terraced steps lead down to the water’s edge for visitor access; coordination design and installation efforts with Trout Unlimited. 	F1 Montgomery Passage Reconfiguration of road as a “Green Street” for the entry to lower Ketchum Park; curving, one-way road to slow vehicular traffic entering the park. Focus on green infrastructure and a park-like entry, rather than parking.  
F2 Woodland + Meadow Patches Zones of recreated woodland and meadow landscape as a restorative and healing entrance to the park; both zones accommodate functions of storm water management. 	H1 Pine Discovery Trail Soft-surface natural path that weaves between existing and newly planted pines; interpretive elements and/or signage describe ecological succession and native flora/fauna. 	H2 Tree House Overlook Small elevated gathering space (+/- 5 visitors) within the native woodland, overlooking the millrace; multileveled to accommodate all user groups; constructed with natural materials and interpretive interactive elements.  	I Woodland Picnic Shelters Series of picnic shelters for mid-size gatherings (+/- 15 visitors); timber frame construction recalling the surrounding pine woodland; picnic table seating and set-in-place barbecues. 

UPPER KETCHUM PARK

The upper park is defined by the active areas east of the rotary bridge, to the wetlands south of where East Green Street meets Lincoln Street. Responding to the park’s natural features and landscape, the spaces and paths are sculpted to encourage a variety of play and recreational activities.

Primary features are described generally with function, character, and materials in ways that recall the stream, race and recreation basis of the Park.

These icons represent reoccurring themes and programs within the park:

history,
culture, +
education



ecological
sensitivity

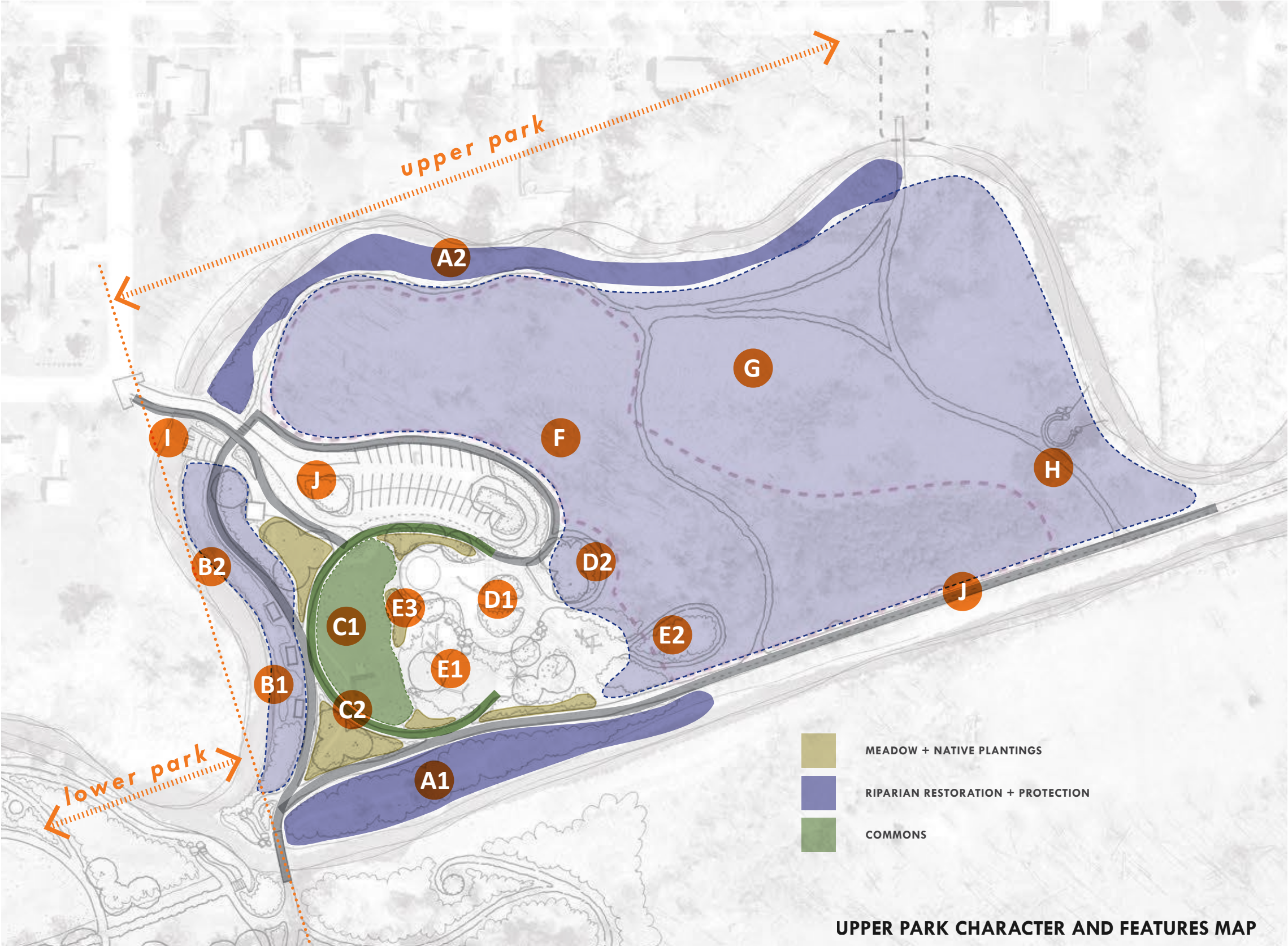


passive + active
recreation



site
amenity



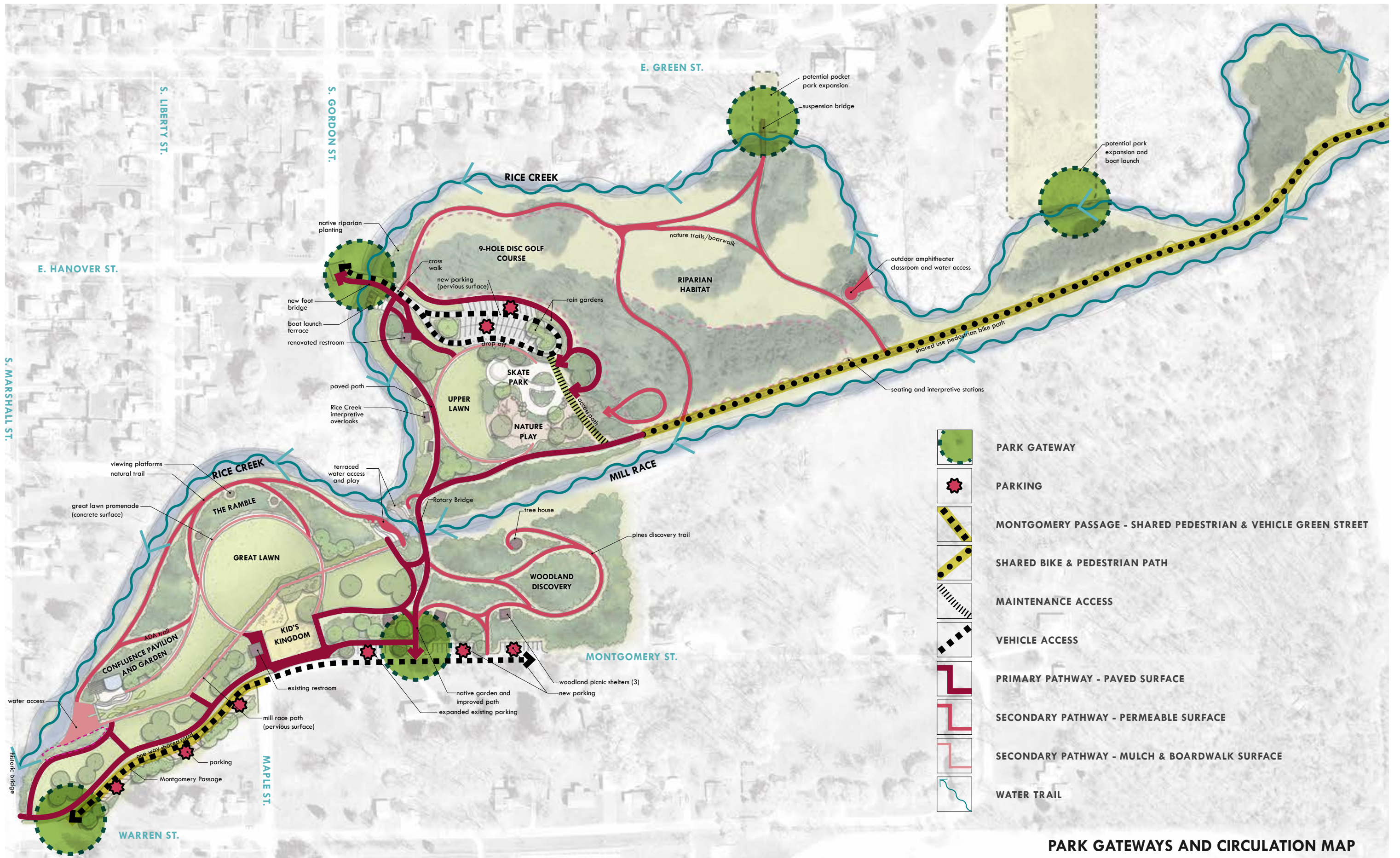


UPPER PARK CHARACTER AND FEATURES MAP

Park Feature Descriptions

UPPER PARK PATTERNS / SPACES / OBJECTS

A1 Mill Race Restoration Restoration design in collaboration with Trout Unlimited; Pedestrian access to water from shoreline, human-powered watercraft access within the Race. 	A2 Stream Restoration Restoration design in collaboration with Trout Unlimited; continue restoration/invasive removal along Rice Creek as needed; create clear passage within the water to allow for kayaks/canoes. 	B1 Upper Stream Overlook Series of small scale, interpretive gathering shelters (+/- 8 visitors) overlooking Rice Creek, access to nearby park amenities; native riparian vegetation restoration plantings between the shelters.  	B2 Wild Rice Establishment Preserve existing and encourage growth of native wild rice in collaboration with local Potawatomi Tribe; provide interpretive trail or boardwalk along planting.  	
C1 Upper Ketchum Commons Mid-sized unprogrammed lawn; resilient turf achieved through sand-slit drainage system and irrigation 	C2 Upper Ketchum Promenade Broad, strolling, barrier free walkway linking upper Ketchum's gathering spaces, lawn, nature play, and skate park; path lights serve as wayfinding and night time activation; permeable paving. 	D1 Skate Park Non-traditional skate park that integrates storm water management practices and green space into the design; seating opportunities and adjacent pathways for onlookers. 	D2 Skate Trail Extension of the skate park that affords users the experience of skating in a natural environment; 8' wide paved surface that can accommodate active park users, including skaters, BMX bikers, joggers, and onlookers.  	E1 Watershed Nature Play Inclusive, nature-based playground inspired by the local watershed and historic mill race; composed of natural materials only, with interactive components; opportunities to perch on boulders to watch activity in adjacent skate park. 
E2 Nature Play Discovery Trail Extension of the nature playground; interpretive, interactive nature trail aimed at engaging young children. 	E3 Native Wildflower Garden Native demonstration garden; interpretive signage promoting ecological literacy and do-it-yourself gardening strategies; managed by community volunteer groups  	F Disc Golf Nature Trails Reconfigured and expanded 9-hole disc golf course trail through the Wooded highland and natural space; basket location to be determined on-site to minimize impact on surrounding landscape. 	G Wetland Boardwalk and Trails Network of natural paths and elevated boardwalks through wetlands and natural space; barrier free accessible loop within the trail system; benches and viewing platforms and ecological interpretive elements.  	
H Rice Creek Interactive Learning Station Outdoor classroom open to the elements; natural seating with logs and/or rocks creates an amphitheater setting that overlooks the Creek; space for small groups/classes.  	I Boat Launch Formal boat launch for easy access to the water and human-powered watercraft; serves as a gateway to north entry of park.  	J Upper Ketchum Arrival Pervious paved entry drive and parking lot (44 spaces); crosswalk and speed table at entry to slow incoming vehicles; secondary pedestrian bridge for safe access into park; drop off/pick up adjacent to skate park; rain garden plantings for additional infiltration. 	K Shared Pedestrian Path 10' wide paved path along the Consumer's Energy ROW, designated for pedestrians and bicyclists; interpretive and/or exercise stations and benches; mill race access points at various locations 	



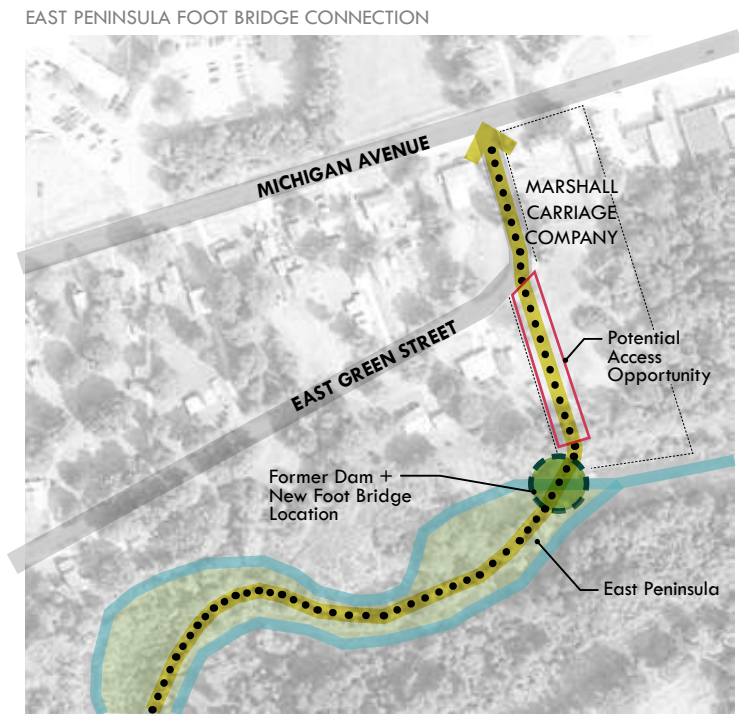
PARK GATEWAYS AND CIRCULATION MAP

Recommendations

GATEWAYS

The arrival sequence into a park is important because it sets the stage for the types of experiences visitors will have. In the Master Plan concept, existing entries into Ketchum Park have been modified to create welcoming, pedestrian-scale gateways. There is the potential for three additional park entrances with the acquisition of new park land north of Rice Creek. These access points would allow passage into the park in areas where Rice Creek has been a physical barrier, and link the park to businesses and regional trail systems along Michigan Avenue:

- Expansion to a city easement at East Green Street and Lincoln Street can provide a small-scale neighborhood connection in the form of a pocket park. A pedestrian foot bridge, such as a suspension bridge, could connect one side of the stream to the other.
- If the city water plant is relocated, Ketchum Park could re-purpose this green space. It is an excellent side for a boat launch, as it lengthens the water trail experience through the park. A small parking lot could be positioned at the south end of the property, allowing boaters to enter the park of East Green Street and drop their watercraft of close to the launch.
- A narrow strip of land may be available as an easement along the west edge of the Marshall Carriage Company. Access to this piece of land means to the park would connect to Michigan Avenue, a main artery within Marshall's business district. With this connection, the park would provide a pedestrian-friendly link between the Iron Belle Trail and the Marshall River Walk and North County Trail. Additionally, this new access point prevents the peninsula from being a dead end, improving both safety and maintenance for the east end.



CIRCULATION

The Ketchum Park Master Plan updates the park's circulation network through a multi-modal approach that enhances the walking and biking experience while improving vehicular movement. A system of hard and soft trails would create a connected, hierarchical system to accommodate all types of users. The primary pathway is a barrier-free paved surface that completely connects the upper and lower park. Secondary pathways split off from the primary to provide different environmental experiences for visitors. For example, the Ramble is a meandering natural path that veers off from the paved promenade at the large, open Great Lawn. The Ramble is a wooded area with small areas for respite that provide physical and visual connections to Rice Creek.

Partnering with Trout Unlimited, water trails will be improved by removing natural barriers within the stream, and improving habitat within and at the water's edge. Visitors will have the ability to canoe or kayak in both Rice Creek and the Mill Race, downstream to the Kalamazoo River.

SHARED PEDESTRIAN BIKE PATH



PEDESTRIAN-FRIENDLY "GREEN STREET"



BOARDWALK TRAILS



MULCHED "SOFT" TRAILS AT THE RAMBLE



Recommendations

INTERPRETIVE PROGRAM

Ketchum Park has the wonderful opportunity to educate visitors as they use and move through the open space. Stewardship begins with knowledge and a connection to your surrounding environment, which means Ketchum Park can be a space the community takes ownership of and embraces for years to come. It is important to understand that people have different access points for how information is absorbed. Interpretive elements placed throughout the park must be universally accessible, engaging visitors with all of the senses. These elements can serve as wayfinding tools along pathways, in association with plant and wildlife, interwoven into the design of structures, play features, and furnishings.

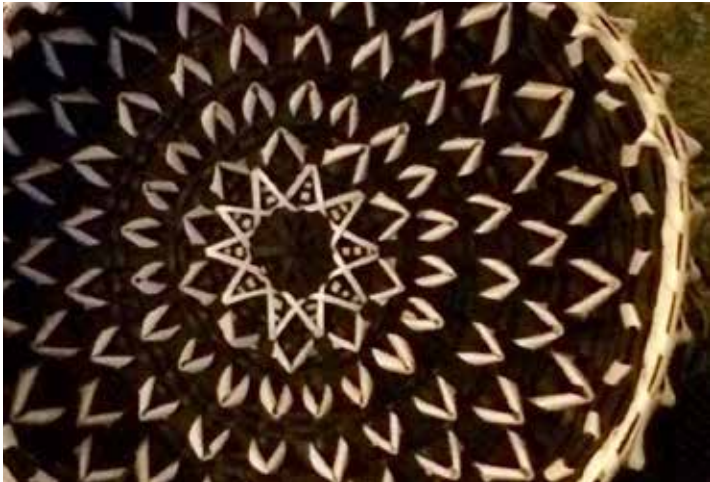
FOOTPRINTS IN CONCRETE



SCULPTURE



POTAWATOMI BLACK ASH BASKETRY TEXTURES



WATER PLAY



MAPS + SIGNAGE



NATURE PLAY



READER BOARDS



PERSONAL CONNECTION + INTERACTIVE



Recommendations

LOW IMPACT DEVELOPMENT (LID)

“An ecologically-based stormwater management approach favoring soft engineering to manage rainfall on site through a vegetated treatment network. The goal of LID is to sustain a site’s pre-development hydrologic regime by using techniques that infiltrate, filter, store and evaporate close to its source.”

- *Low Impact Development; A design Manual for Urban Areas*, University of Arkansas Community Design Center

Ketchum Park has been designed using LID principles in conjunction with traditional engineered subsurface drainage systems to capture surface run-off in an environmentally beneficial way. Rain gardens have been designed into the park in frequent intervals in order to capture run-off from any hard surfaces within or directed towards the park. Rain gardens will filter stormwater before entering Rice Creek, removing any silt and pollution from the water as it moves through the plant material and soil. Rain gardens are also a key component of the upper parking lot. To aid in the capturing of rain water, the upper parking lot surface and several park pathways will be constructed of a permeable material and designed to direct water flow towards rain gardens or bioswales.

VIEWING PERCHES AT “THE RAMBLE”



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Focus Areas

Mill Pavilion + Confluence Garden

Mill Race Terraces

Skate Park + Watershed Nature Play



Focus Areas

FOCUS AREA - MILL PAVILION AND CONFLUENCE GARDEN

The Mill Pavilion and Confluence Garden represent the melding of both nature and “the manufactured” in our everyday lives. The industrial materials take us past the historic form of the mills and direct focus on the energy and movement that comes from the merge of race and stream. This place of confluence is one of the most important in Ketchum Park, where the human changes to the stream are reconciled as the water resumes its natural course. The pavilion is a place for the community to gather, heal, and restore their faith in the power of nature.

The pavilion base will be concrete and will lead to a southern patio with broad, undulating steps that lead to the former race. Concrete walls will support a steel and wood layer roof. The roof will feature a mix of materials, including corten steel beams, wood timbers, painted steel angles, and a translucent polycarbonate roof. The translucent portion of the roof will cover half of the pavilion, allowing for protection from elements while also allowing sunlight. The other half will allow light, wind and weather to pass into the space. The materials that will be used recall the old industrial materials of the dam and mill structure, while also connecting people to a broader sense of nature.

It will be possible for one large group—or two smaller groups—to occupy the pavilion. The smaller section of the space would allow for eight users under the covered portion, and approximately 14 in the patio area. The larger covered section would accommodate around 16, with approximately 24 to 30 in the patio area. The wide wall in both portions will provide space that can be used for seating or serving, which will expand the seating capacity of each section.

The Confluence Garden will represent the energy of the surrounding water. Above the dam, the corten steel planters will feature seating options to allow more space for social interactions. These planters will hold simple plants like Juniper, that will slowly creep over the edge. Below the dam, the plantings will be a more relaxed tumble of bright, energetic colors. The planters will extend from above the former dam to the edge of the stream below.

Future plans could include steps to the water from the removed portion of the dam. Presently, there will be a series of timber steps that follow the alignment of the millrace path for visitors to interact with the Creek.



Focus Areas

FOCUS AREA - MILL PAVILION AND CONFLUENCE GARDEN



Focus Areas

FOCUS AREA - MILLRACE TERRACES

The Millrace Terraces offer visitors an opportunity to fully engage with the water. The terraces are located at the confluence of Rice Creek and the millrace, offering some of the park’s most scenic views. The use of natural stone materials and organized native plant material and wildflowers will allow the terraces to seamlessly blend into the viewshed. Repeating the undulating form of the steps at the Confluence Pavilion, a terraced seating area on both sides of the race leads visitors down to the waters edge. Large ledge stones help support the grade and also provide additional seating options for people watching and sunbathing.

Within the race, in-stream improvements will be made to create a more user-friendly experience for people of all ages. Reconstruction of the riffle will slow the water and provide a flatter surface for children to play in the water. Ledge stones serve as platforms within the water for jumping and splashing. A cross vane will add to the sound and aesthetics of flowing water, creating a dynamic, multi-sensual experience.

With its central park location, the Terraces are a wonderful resting spot for boaters continuing on to the Kalamazoo River. The wide terraces provide ample room for small watercraft and seating. The location is also ideal for fishing and other aquatic recreational activities.

WATERS EDGE PLAY



NATURAL STONE STEPS



Focus Areas

FOCUS AREA - WATERSHED NATURE PLAY + SKATE PARK

Ketchum Park’s nature playground and skate park offer visitors different experiences under the same ecological narrative. Both spaces provide opportunities to learn about the region’s valuable natural resources through interpretive elements and regenerative design. The layout of the two spaces encourages social interaction between the different users, with benches and boulders to perch on and watch each other play and perform.

The nature-based playground provides important connections for children and adults to Ketchum’s natural environment. Instead of traditional playground equipment, visitors can climb on natural boulders and logs and use their imagination to create playful narratives inspired by the Kalamazoo Watershed and the history of the millrace. The playground also features drought-tolerant native plant material and a native wildflower demonstration garden to educate visitors on the benefits of native plant gardens. Recycled concrete found on site can be used as a sub-base for creating climbing mounds and salvaged logs for play features and custom benches. An accessible nature trail geared towards younger children extends into the adjacent wooded area, allowing kids to have an immersive play experience.

The re-envisioned skate park moves beyond a solid mass of concrete to create a recreational space that melds the built and natural environment. Its proximity to the park’s wetlands call for a design approach that incorporates biofiltration islands that allow water to filter through native plants and soil before entering the park’s water system. At approximately 100,000 square feet, the park is adapted for skateboarding, rollerskating, and bmx biking for all skill levels. Concrete formed ramps, bowls, steps, and seat walls will further the life of the park and reduce maintenance and upkeep costs, while providing fun and interesting challenges for all users. A paved skate trail extends into the adjacent wooded area, offering users the unique experience of skating in a natural environment.



ECO-SKATE PARK



STREAM RESTORATION INSPIRED NATURE-BASED PLAYGROUND



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Phasing + Implementation

Implementing the Master Plan

Phasing Maps + Cost Estimates

Operations + Maintenance



Phasing + Implementation

IMPLEMENTING THE MASTER PLAN

MAINTAINING THE VISION

A Master Plan is a constantly evolving, living document that is aspirational in nature and reflects a comprehensive vision comprised of many incremental steps which may or may not occur, depending on market conditions at any given time.

The Ketchum Park Master Plan plans for a 25-year life expectancy for park improvement projects, based upon material selection and maintenance, as well as changing community expectations and the regulatory landscape. As each development phase is completed, the Master Plan should be reviewed to fine-tune the next steps in the park’s evolution while maintaining the overall vision.

SECURING COMMUNITY SUPPORT

Ketchum Park is an extension of the community, reflecting its hopes and aspirations for the future, as well as its willingness to support services of a potentially intangible nature. City staff and KPAC must continue to engage and develop a deep understanding of not only Park visitors, but also the community at large in order to develop trust and secure their support.

PARTNERING

The park becomes stronger with each viable partnership that it undertakes. Such partnerships enable the city to focus on the core services that it can apply on site. At present time, Ketchum Park’s strong volunteer base fills the maintenance and programming gap where the city is unable to direct funding towards. Continued outreach to community groups and organizations such as schools and universities, local businesses, church groups, and the Scouts is encouraged to maintain and increase community involvement and investment.



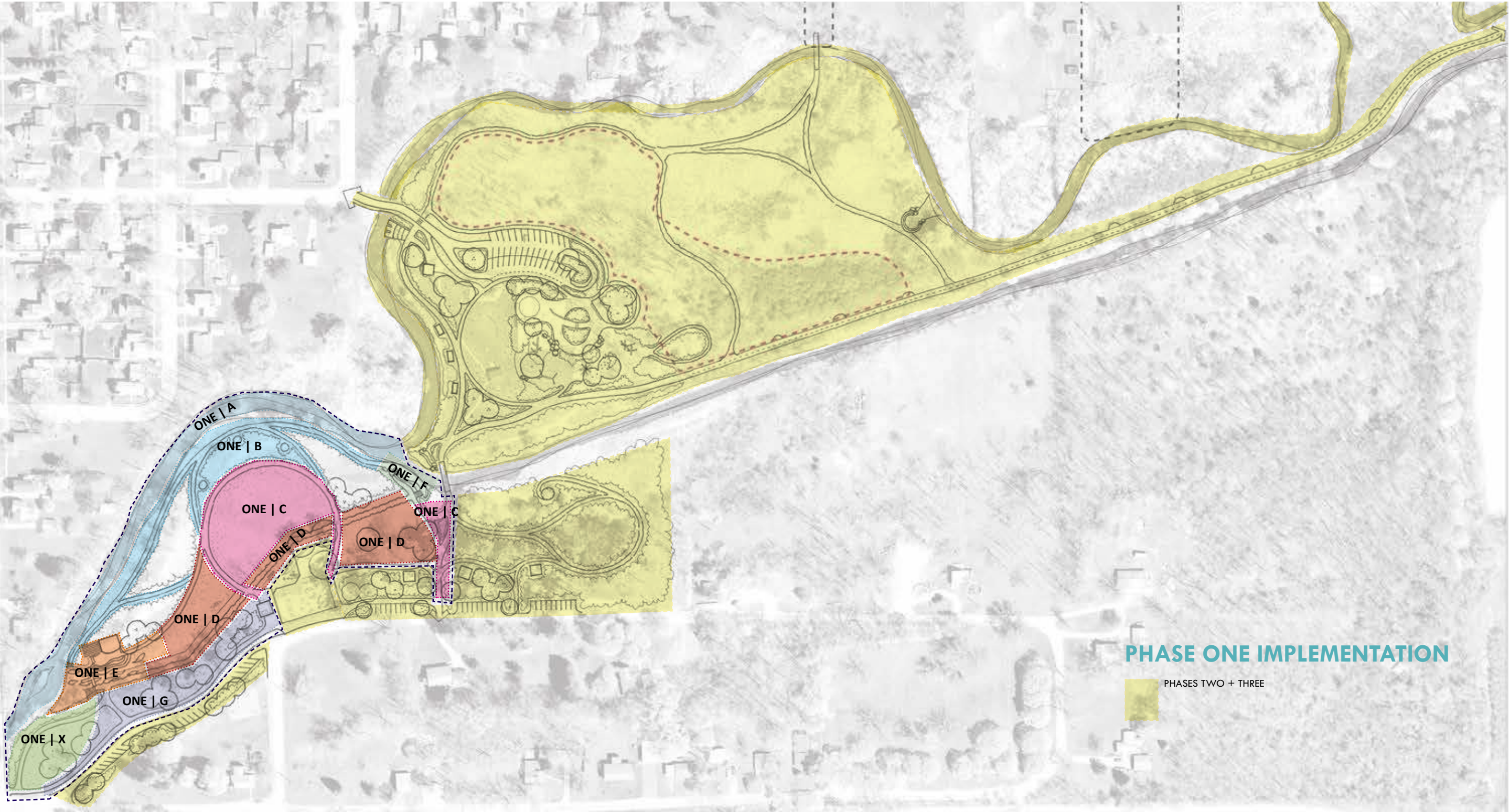
APPROACH TO COSTING

To test our ability to achieve the Master Plan’s vision, TowerPinkster prepared budgets for each of the proposed Master Plan elements. The challenge in developing costs for master plans is that detailed plans have yet to be drawn and future regulatory requirements can only be approximated. TowerPinkster has extensive experience with comparable construction projects throughout the State of Michigan. By combining this broader knowledge of regional construction with targeted knowledge of local construction standards and the labor market, appropriate budgets have been developed to guide project organization and funding. The projects budgets include allocations for site demolition and grading, utility work, plant material, hardscapes, lighting, and site furnishings.

“Soft costs” have been included in the estimate to provide a “full project” cost. These soft costs have been estimated at 30% of the construction budgets and include the following:

- Design contingency (~5%)
- Construction contingency (~8%)
- Design fees (~6%)
- Construction management fees (~5%)
- Testing and permit fees (~3%)
- Escalation (~3% per year)

Phasing + Implementation



Phasing + Implementation

PHASE ONE DESCRIPTION + COST ESTIMATE

Phase One includes improvements to those portions of Ketchum Park and Rice Creek at the lower half of the park, south and west of the Rotary Bridge.

ONE|A LOWER STREAM ECOLOGY

In-stream work performed by Trout Unlimited. To align with Ketchum Park improvements, this work is best directed to the portions of Rice Creek below the confluence of the stream and the mill race.

Construction Cost: \$10,000
Construction and Soft Costs: \$13,000

ONE|B LOWER STREAM RAMBLE

The establishment of pedestrian paths along the banks of the stream, and perches providing stream overlooks and opportunities for small-scale gatherings.

Construction Cost: \$32,000
Construction and Soft Costs: \$41,600

ONE|C LOWER KETCHUM COMMONS AND PROMENADE

Work related to the establishment of the lower lawn commons, drainage system, and its perimeter pedestrian walkway. Also included is the main path between parking on Montgomery Street and the Rotary Bridge.

Construction Cost: \$143,000
Construction and Soft Costs: \$185,900

ONE|D MILL RACE PATH AND SHADOW

The creation of a pedestrian pathway aligned, generally, with the southerly edge of the former mill race. Mill Race Shadow includes the installation of native grasses adjacent to the pedestrian pathway.

Construction Cost: \$136,000
Construction and Soft Costs: \$176,800

ONE|E CONFLUENCE GARDEN AND MILLRACE PAVILION

The creation of a formal gathering space and garden that overlooks the former spillway.

*Construction Cost: \$548,138
*Construction and Soft Costs: \$673,752

*Cost not prepared by TowerPinkster

ONE|F MILLRACE TERRACES AND STREAM IMPROVEMENTS

Establishment of a terraced water access gathering space on the south side of the Rotary Bridge. In-stream improvements to manage the flow of water. Coordinate funding with Trout Unlimited.

Construction Cost: \$50,000
Construction and Soft Costs: \$65,000

ONE|G MONTGOMERY PASSAGE PEDESTRIAN PATH

The improved pedestrian path and connection to the Mill Pavilion along Montgomery Street. Design and function with emphasis on the pedestrian scale.

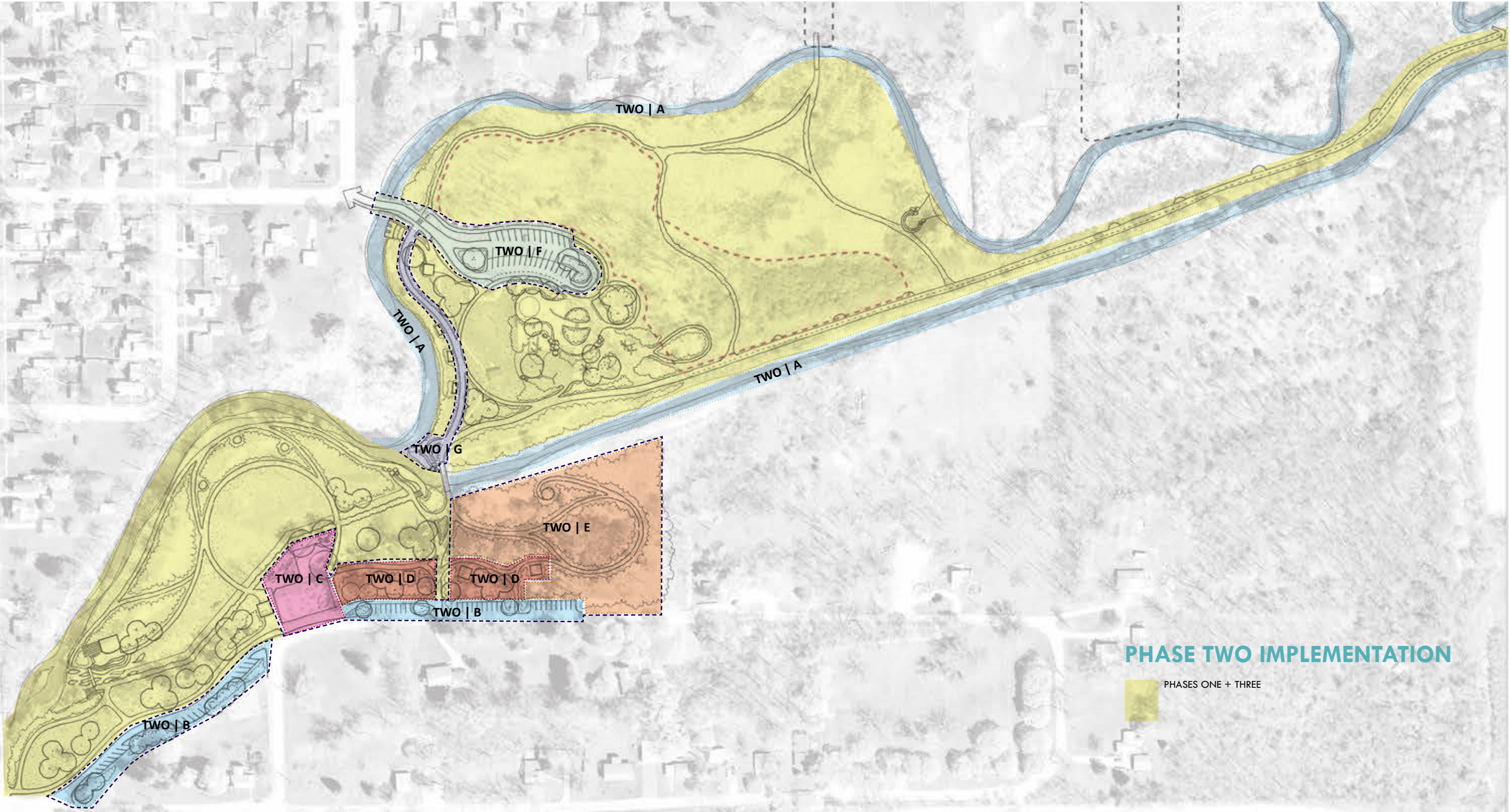
Construction Cost: \$60,000
Construction and Soft Costs: \$78,000

ONE|X *SLOPE RESTORATION AND STABILIZATION

The restoration and stabilization of the slope between the old spillway and the South Marshall Avenue Bridge. Further investigation is needed to determine the scale and scope of retaining wall replacement and improvements. Potential designs may include a terraced wall system with native plantings.

*This stage not included in the cost estimate - further investigation required

Phasing + Implementation



Phasing + Implementation

PHASE TWO DESCRIPTION + COST ESTIMATE

Phase Two includes improvements in the upper and lower portions of Ketchum Park, and Rice Creek from the old dam location to the Rotary Bridge.

TWO | A UPPER STREAM ECOLOGY

In-stream work performed by Trout Unlimited. To align with Ketchum Park improvements, this work is best directed to the mill race and the portion of Rice Creek above the Rotary Bridge.

Construction Cost: \$108,000
Construction and Soft Costs: \$140,400

TWO | B MONTGOMERY PASSAGE

The realignment of Montgomery Street, to be redefined as a one-way road shared by pedestrians and vehicles. Design and function with emphasis on the pedestrian scale. This stage also includes parking expansion and improvements south of the Rotary Bridge, along Montgomery Street.

Construction Cost: \$113,400
Construction and Soft Costs: \$147,400

TWO | C KIDS' KINGDOM IMPROVEMENTS

Maintenance improvements made to the existing play structures and expansion of the play area, with emphasis on inclusive play.

Construction Cost: \$140,000
Construction and Soft Costs: \$182,000

TWO | D WOODLAND PICNIC SHELTERS

The creation of three picnic shelters and their corresponding pathways. This stage also includes the installation of set-in-place barbecue grills and native planting beautification improvements.

Construction Cost: \$140,000
Construction and Soft Costs: \$182,000

TWO | E PINE DISCOVERY TRAIL

Restoration of the pine woodland natural area and the establishment of a nature trail. This stage also includes the creation of an elevated, inclusive tree house.

Construction Cost: \$120,000
Construction and Soft Costs: \$156,000

TWO | F UPPER KETCHUM ARRIVAL

The reconfiguration of a paved entry drive and parking lot (44 spaces), crosswalk and traffic table. Also included is a secondary pedestrian bridge adjacent to the existing vehicular bridge, and sidewalks surrounding the lot.

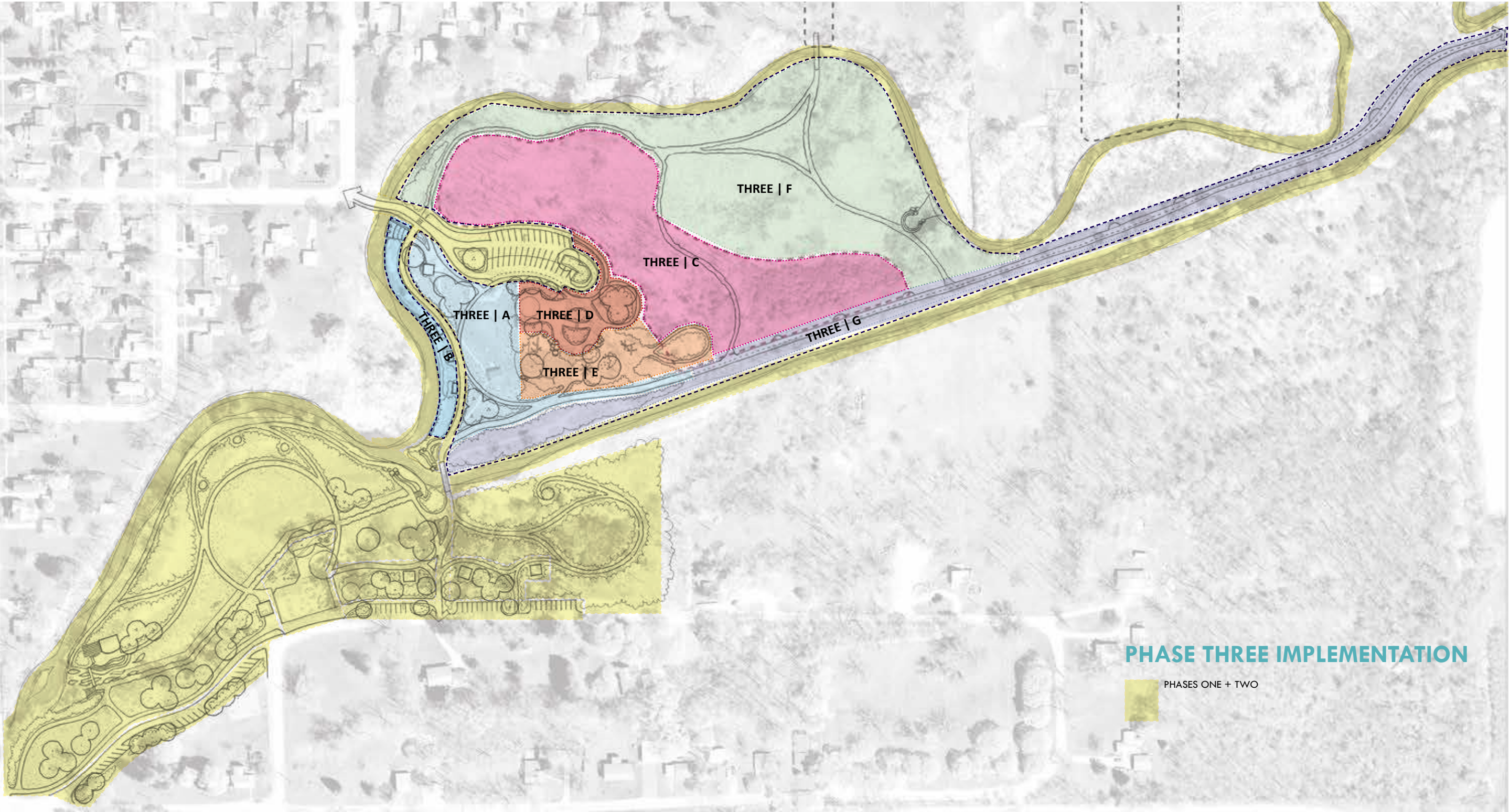
Construction Cost: \$289,000
Construction and Soft Costs: \$375,700

TWO | G MILLRACE TERRACES AND PEDESTRIAN PATH

The creation of a terraced gathering space with water access, north of the Rotary Bridge. In-stream improvements to manage the flow of water. Coordinate funding with Trout Unlimited.

Construction Cost: \$42,000
Construction and Soft Costs: \$54,600

Phasing + Implementation



Phasing + Implementation

PHASE THREE DESCRIPTION + COST ESTIMATE

Phase Three includes improvements to upper Ketchum Park, and a paved pedestrian bike path that extends to the far east peninsula.

THREE | A UPPER KETCHUM COMMONS AND RESTROOMS RENOVATION

Work related to the establishment of the Upper Commons lawn and drainage system, and its supporting pedestrian walkways. This stage also includes the renovation of the existing north restrooms.

Construction Cost: \$87,000
Construction and Soft Costs: \$113,100

THREE | B UPPER STREAM OVERLOOK AND WATER ACCESS

The creation of three interpretive shelters and removal of invasive plant species allowing for the expansion of native wild rice plantings. This stage also includes the implementation of a formal boat launch south of the upper park entrance bridge.

Construction Cost: \$167,000
Construction and Soft Costs: \$217,100

THREE | C DISC GOLF EXPANSION AND IMPROVEMENTS

The expansion and reconfiguration of the existing disc golf course, into a 9-hole course. Includes removal of invasive plant species and overgrown plant material, removal of concrete fill where applicable, and the implementation of a disc golf nature trail.

Construction Cost: \$37,000
Construction and Soft Costs: \$48,100

THREE | D SKATE PARK

The creation of a new skate park, skate trail, and connecting pathways.

Construction Cost: \$165,200
Construction and Soft Costs: \$214,800

THREE | E WATERSHED NATURE PLAYGROUND

Creation of a nature-based playground, discovery nature trail, wildflower and native garden, and connecting pathways.

Construction Cost: \$70,800
Construction and Soft Costs: \$92,100

THREE | F NATURE TRAILS

The establishment of a nature trail and boardwalk system through upper Ketchum's wetland and natural areas. This stage includes the removal of invasive plant species, and the creation of an outdoor classroom along Rice Creek.

Construction Cost: \$167,000
Construction and Soft Costs: \$217,100

THREE | G SHARED PEDESTRIAN BIKE PATH AND BANK RESTORATION

The creation of a paved non-motorized bike path and interpretive stations that extend to the Park's eastern peninsula. This stage includes the removal of invasive plant species, and slope stabilization along the stream and millrace. Coordinate funding for race and stream with Trout Unlimited.

Construction Cost: \$143,000
Construction and Soft Costs: \$185,900

Phasing + Implementation

OPERATIONS + MAINTENANCE

A clear and organized maintenance plan will help set the park up for success. A well-maintained park increases the longevity of features and structures, and inspires community members to be active participants in its welfare. Below are general guidelines for maintaining a clean and safe environment at Ketchum Park.

NATURAL LANDSCAPE/CONTROLLED LANDSCAPES

Natural spaces will require various levels of upkeep depending on the space. Unchanged woodlands may require minor attention to address safety and unsightly concerns such as dead tree limbs, trash removal, etc. Rain gardens should ideally require more attention during establishment, and less frequent as time goes on. Watering, weeding, and slope protection will be critical for the first year, lessening to mostly weed removal after establishment.

Controlled (more manicured) spaces may need more frequent attention to manage decorative plant growth, lawn issues, biological spills/cleanups, graffiti, and more.

HARDSCAPES/PARKING

Portions of the various hardscapes will require debris removal, occasional power-washing, vandalism repair, and other issues due to weather and users' activities. De-icing salt use in parking lots may be desired for safety reasons, and occasional street sweeping of the lots to keep them clean.

NATURE PATHS

Trails through the various types of natural areas will generally need less attention, but regular path mowing, weed control, and debris removal will help keep these routes looking great and functioning well. Occasional monitoring of the more remote areas by security will be essential to ensure visitors feel safe traversing the harder-to-see portions. Refer to the next paragraph for additional, shared concerns along these pathways.

PLATFORMS/OVERLOOKS/BRIDGES

These more-expensive park features will require special attention to keep up their safety, looks, and longevity. Usually a small subset of users will attempt publicly-undesirable activities, and so these features will need a little more policing to ensure the appropriate enjoyment of the park can be had by the vast majority of users. Quarterly monitoring of structural members, supports, foundations, and connections will be important for load-bearing and/or elevated crossing features such as bridges, in particular. Vandalism such as graffiti, carvings, paint, burning, etc. will need to be addressed very quickly once known, especially those creating unexpected hazards.

PLAYGROUNDS/SKATE PARKS

High-liability zones like these will also require close daily/weekly attention to make sure safety is the number one addressed concern. Well-maintained surfacing is a must to help remove hazardous conditions that will arise frequently due to human use, and nature-borne concerns of various types. Keeping drainage functioning well will need to be a priority so as to avoid flooding/erosion damage that threaten play zones. Loose and movable play features such as logs, branches, rocks will need re-situating, and somewhat frequent inspection and replacement due to normal use.

UTILITIES: STORMWATER, ELECTRIC, SANITARY, GAS

These necessary utilities each present their own set of upkeep challenges best handled by tradesmen skilled in their servicing. Storm water structures/features will need monthly monitoring and occasional clean out as environmental and weather conditions warrant. Accessible power to various venues of the site will be especially susceptible to vandalism at times, including light bulbs, outlets, and breaker panels. Sanitary concerns should be minimal from the system perspective, but refer to "Buildings" portion for additional needs. Gas-powered fireplace issues will also need to be frequently monitored at their valves, and to ensure that safety shut-off functions and lockable panels are working to prevent tampering and/or uncontrolled fire situations.

EQUIPMENT: SHELTERS, SIGNAGE, PLANTERS, SITE FURNISHINGS

Similar to "Platforms and overlooks", these various types of constructed/installed site amenities may require weekly inspection to ensure graffiti/vandalism issues aren't cropping up. Shelters will need occasional attention to remove insect-made features, and touch up paint for framing members that get chipped/damaged. Both wayfinding and interpretive signs may need monthly inspection looking for bent/broken features, sun-fade, graffiti, and even theft. Planters will need occasional debris clearing, mulching and infrequent plant replacement due to environmental or man-made stresses. Site furniture such as benches, picnic tables, litter receptacles, bollards, and so forth, will likewise need care similar to "Shelters", but litter will require almost daily attention to help avoid fauna issues in the park. Bent/broken parts may need monthly repair and replacement efforts to address normal use, accidents, and vandalism.

IRRIGATION

If and where present, underground irrigation systems will need their normal bi-annual spring start-up and fall blow-out efforts. Mower or other human damage to spray heads will require occasional nozzle care, spray pattern adjustment, and even head replacement from time to time. Control panel with electric power concerns will need lockable, secure access maintained with remote control capabilities to aid in emergency shut-off and seasonal programming.

BUILDINGS

Seasonal opening and closing of building functions are the basis, but ongoing daily trash removal and bathroom cleanup are essential. Unexpected biological cleanups will occur, and require varying levels of both cleanup and response speed by trained staff. Any somewhat-fragile components of structures (E.G. Glass, hardware, water service lines) will need frequent monitoring and attention to address vandalism or misuse especially. Security cameras, and staff presence are recommended where and when appropriate to keep building users both honest, and feeling secure. Supplies, monitoring, and daily upkeep are essential.

Phasing + Implementation

BOAT LAUNCH + STREAM ACCESS POINTS

Water access inherently includes a higher level of fitness and risk concerns that will need both signage and occasional staff presence to help ensure safe use. Accessible and user-friendly watercraft storage areas will need minor policing from time to time. Access ramp/step cleanliness will be a priority to minimize the likelihood of barefoot injuries. Water quality alert notification may be helpful at these features to increase potential users' awareness prior to entry.

WATER ACCESS/WATER PLAY

Similar to the previous water access points, water play especially will benefit from increased vigilance by staff and users to help ensure young humans' safety. Broken glass can be an especially difficult item to police and address when water and small feet are involved.

LIABILITIES/SAFETY

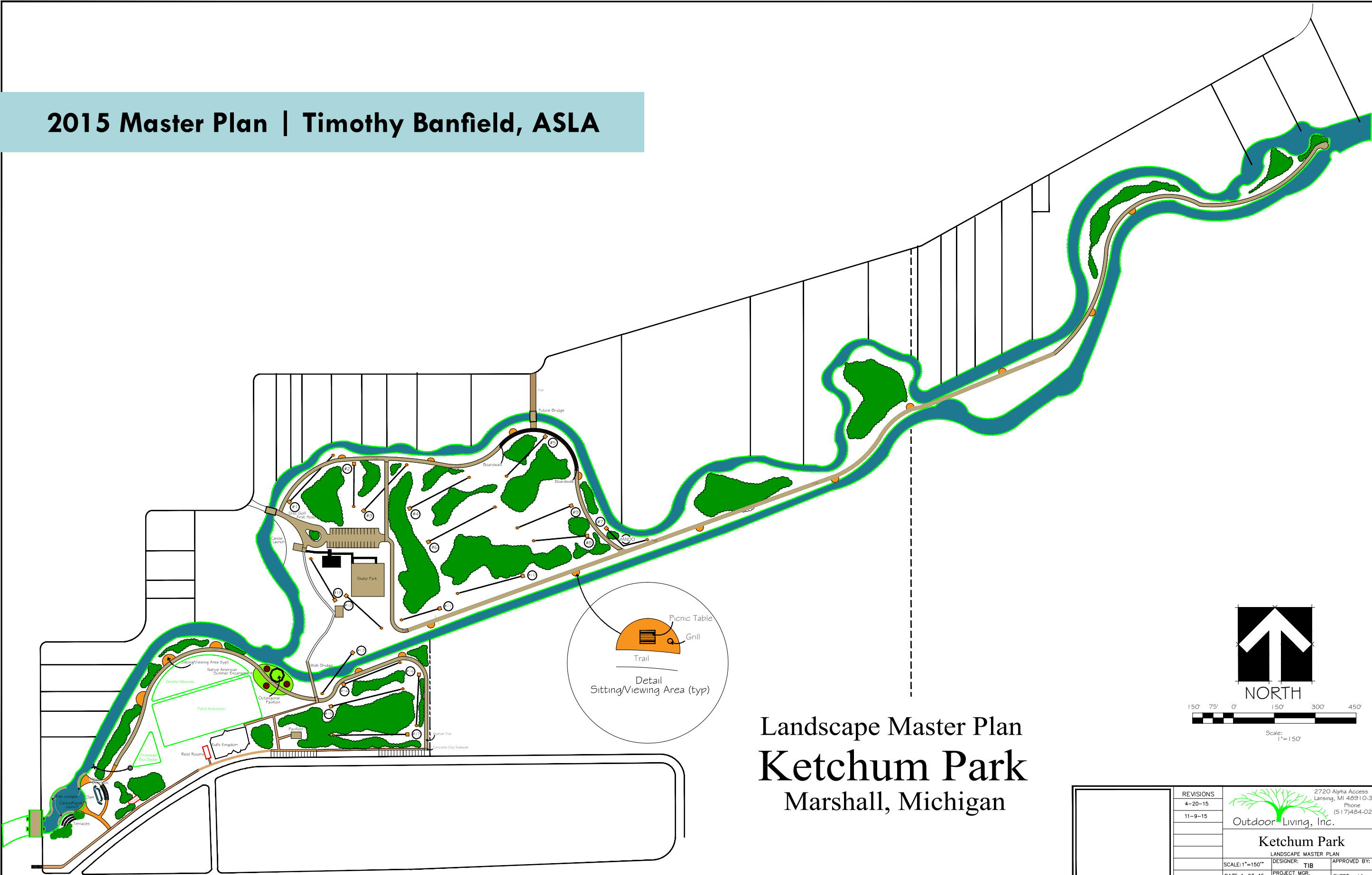
Safety will always be the number one challenge when staff assess and address all of the park's widely varying opportunities, and the unique challenges for upkeep that each one entails. Staff training and response to emergencies and unusual situations in the park, including knowledgeable coordination with local law enforcement will help keep this Park operating smoothly. Signage clearly indicating users' restrictions for liability reasons should be very clear, understandable, and placed appropriately for maximum visibility.

SECURITY

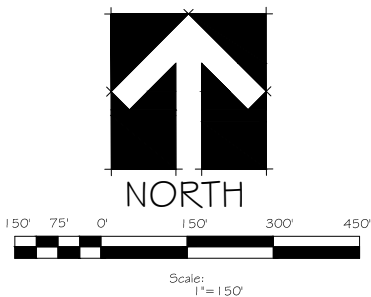
Daily policing, in general, is advised to spot and address all of the previously mentioned concerns in this section. Staff, local police, and even State DNR officials will have need to visit the park throughout all seasons. Secure "blue phones" can be helpful additions to improve security in such park settings as this one. Neighborhood watches can be added eyes and ears fixed on the park as an extra layer of security.

Appendices

- 2015 Master Plan | Timothy Banfield, ASLA
- 2018 Trout Unlimited Rice Creek Plans

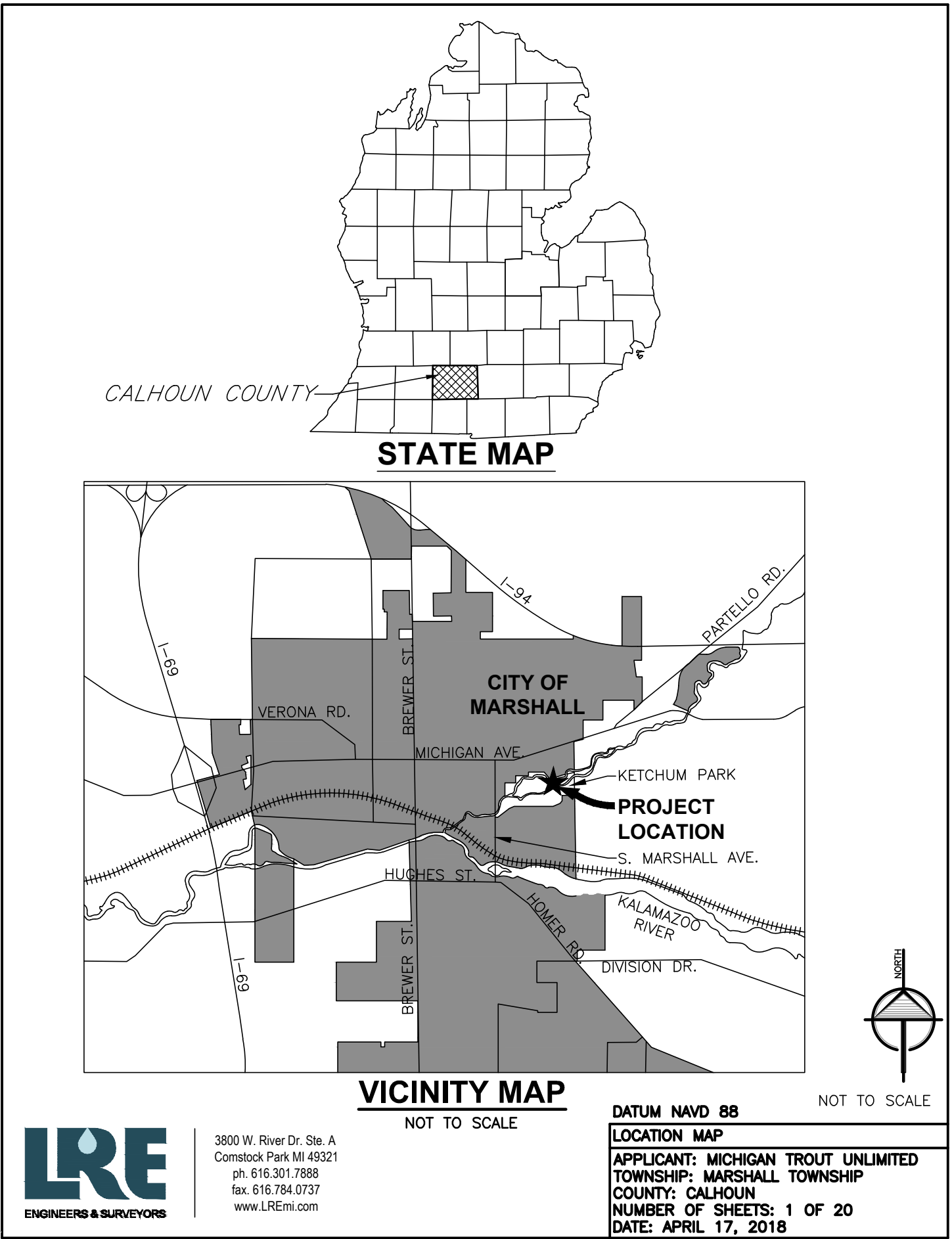


Landscape Master Plan
Ketchum Park
Marshall, Michigan

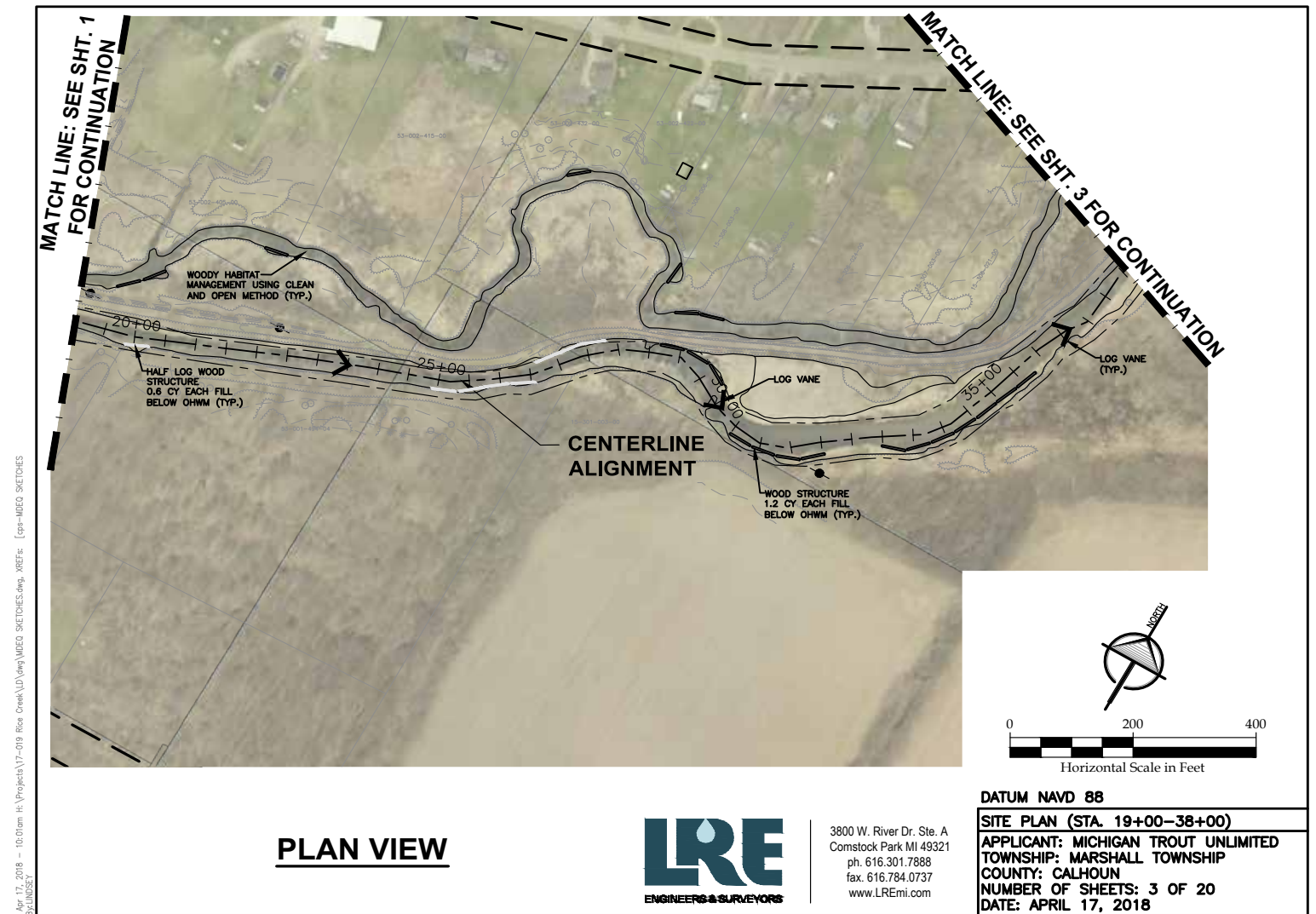
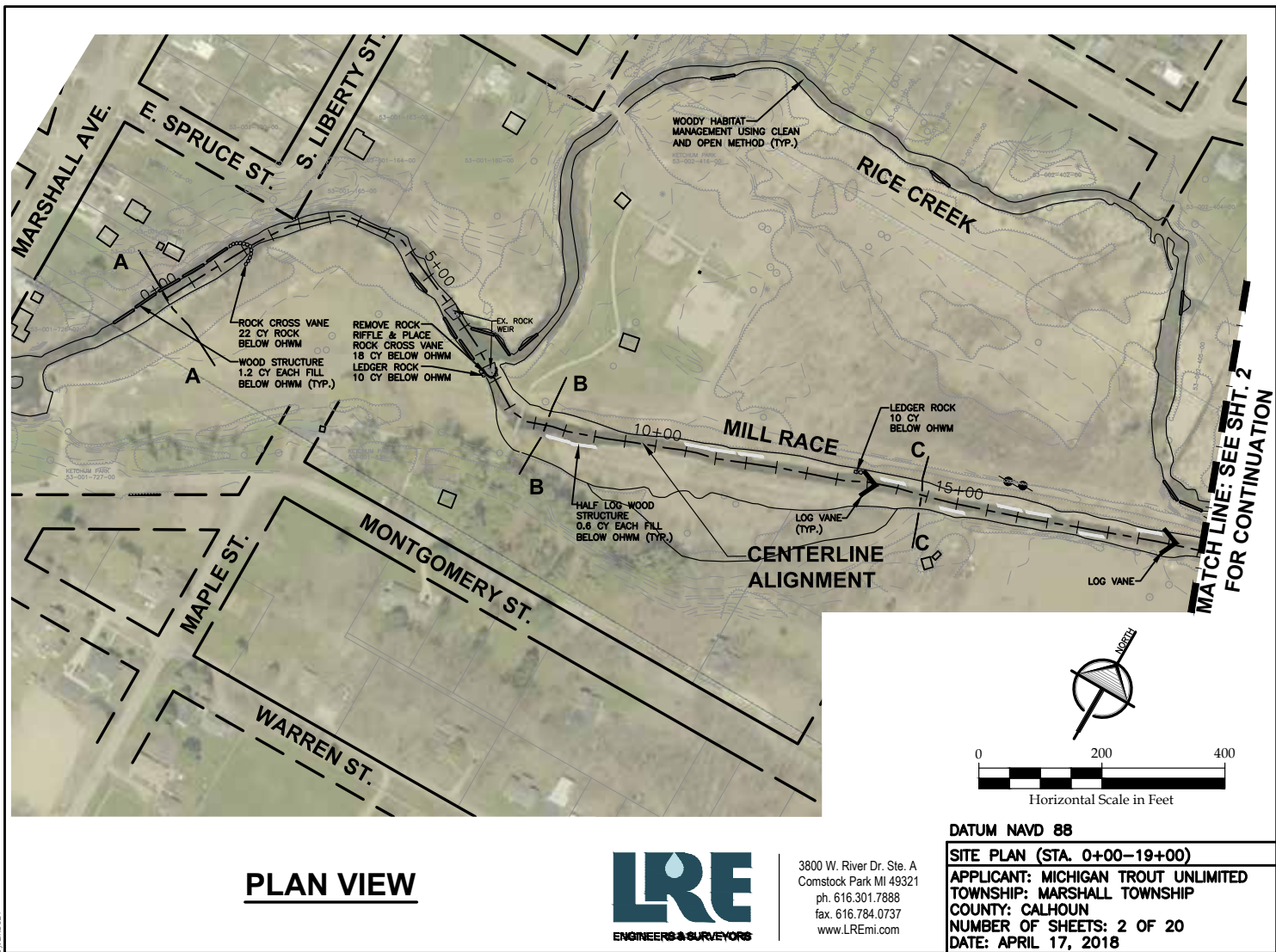


Seal: Tim Banfield ASLA #3901000859	REVISIONS 4-20-15 11-9-15	2720 Alpha Access Lansing, MI 48910-3608 Phone (517) 484-0230 Outdoor Living, Inc. Ketchum Park LANDSCAPE MASTER PLAN DESIGNER: TIB PROJECT MGR. TIB AUTHORIZED BY:	APPROVED BY: SHEET L1 JOB # 15910-C
	SCALE: 1"=150' DATE: 1-23-15		APPROVED BY: SHEET L1 JOB # 15910-C
	DATE: 1-23-15		APPROVED BY: SHEET L1 JOB # 15910-C
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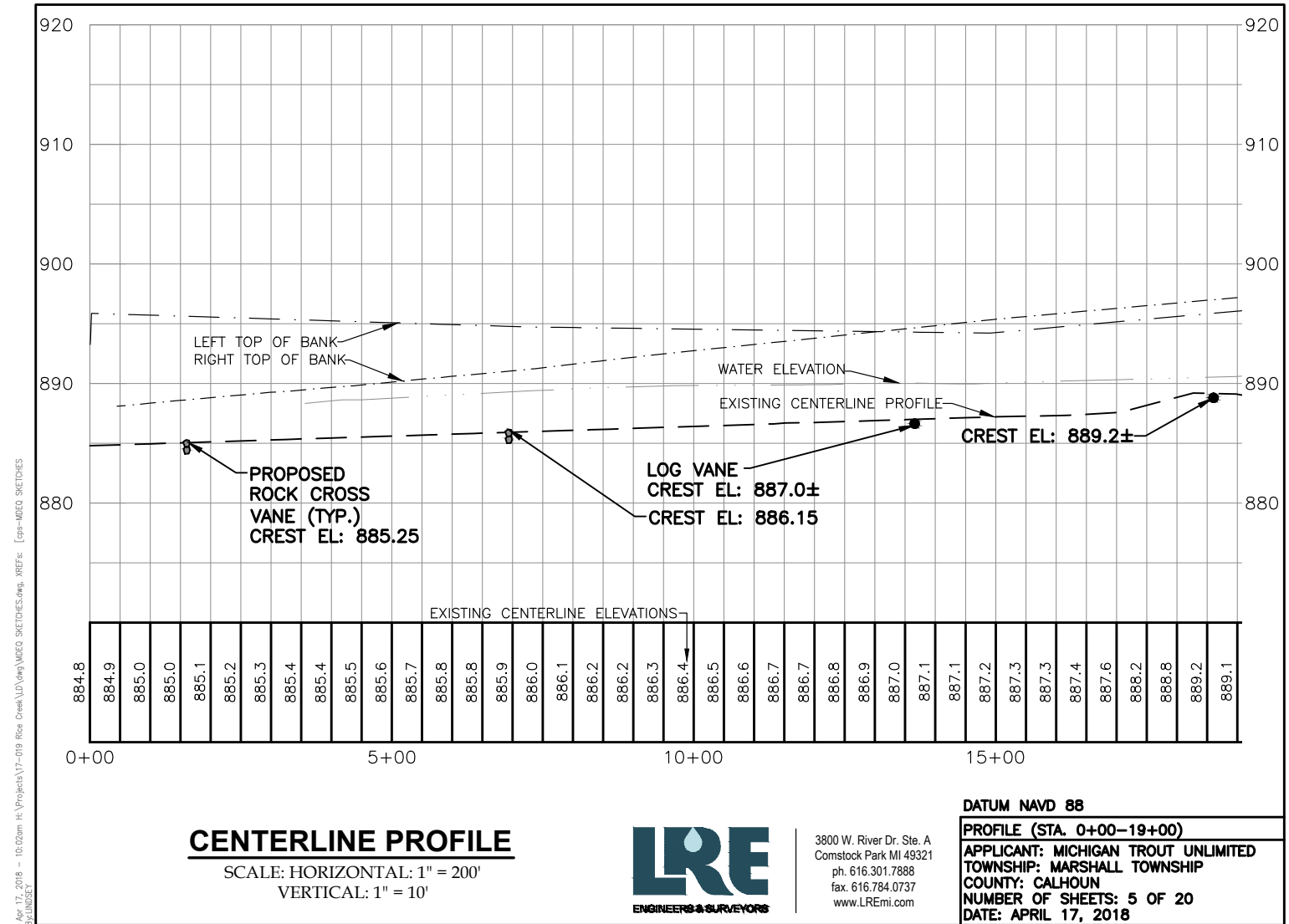
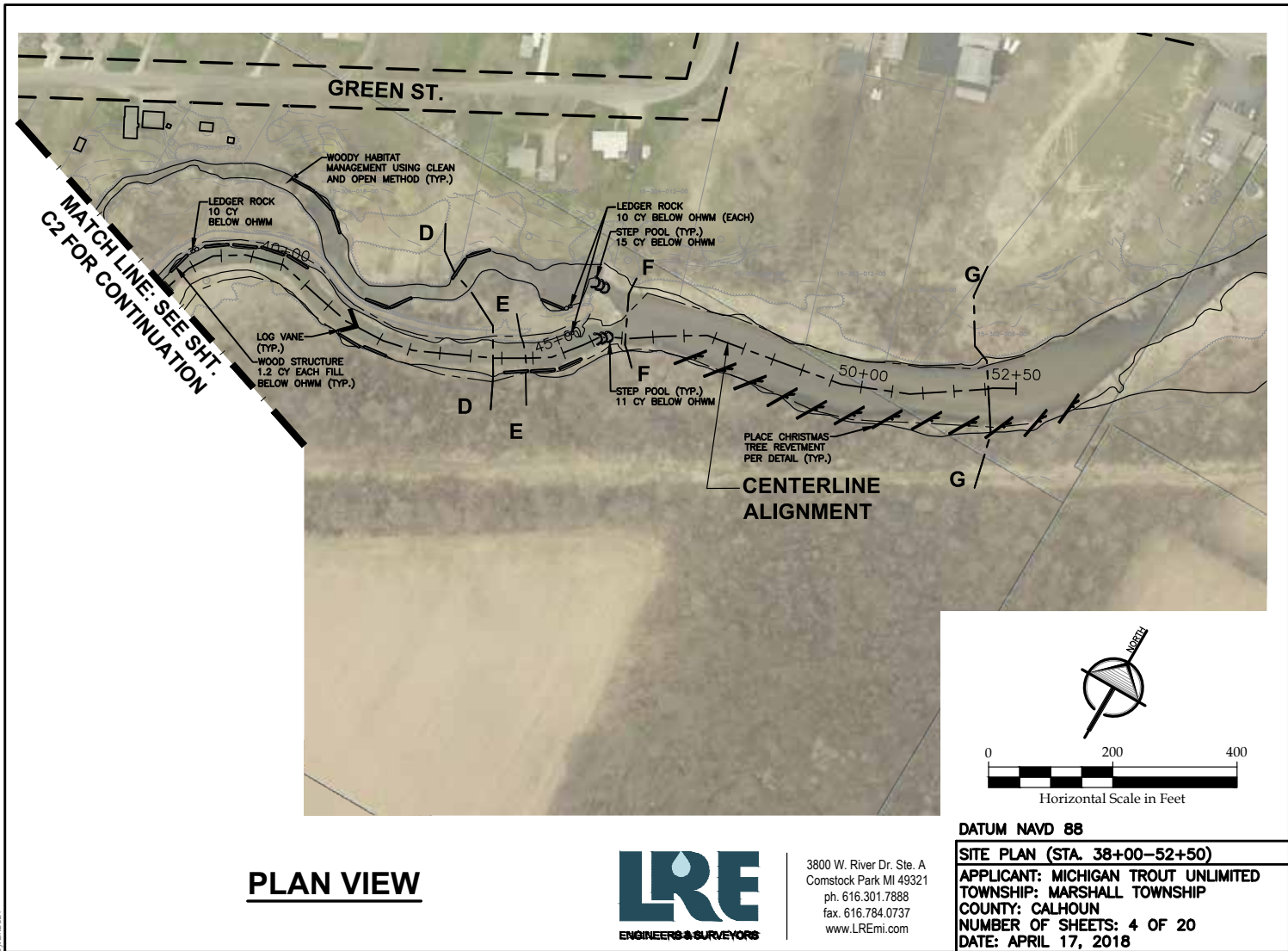
2018 Trout Unlimited Rice Creek Plans

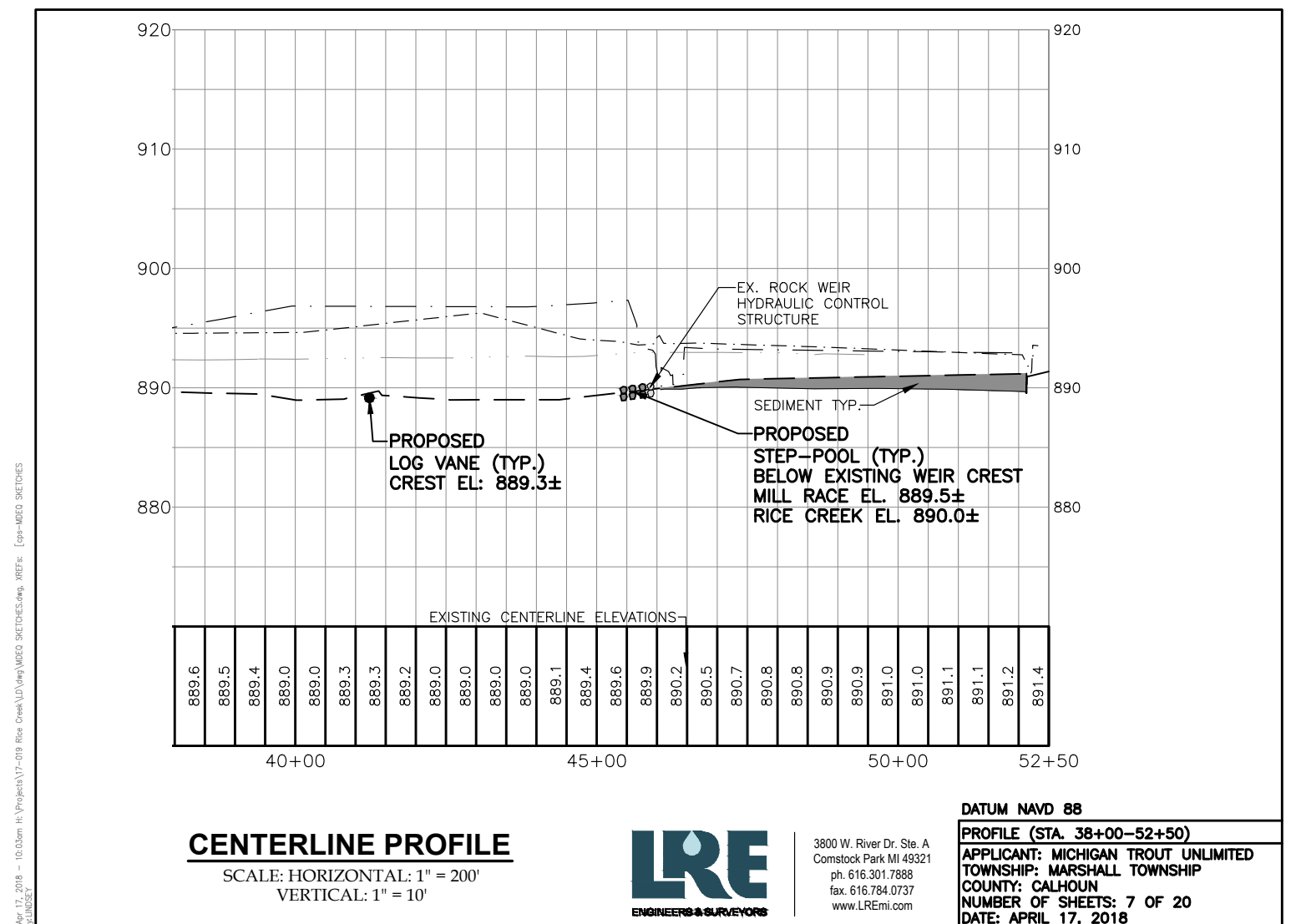
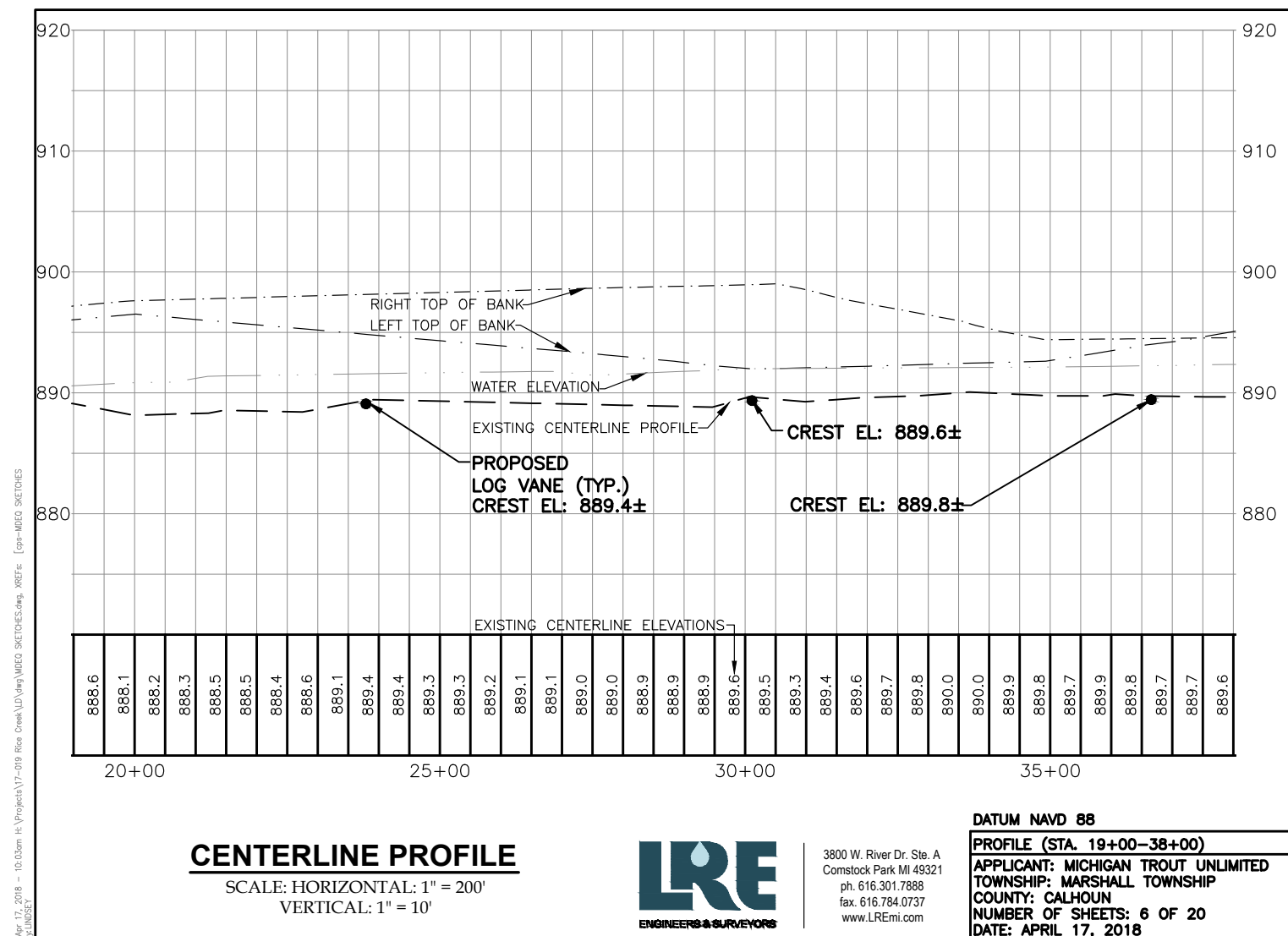


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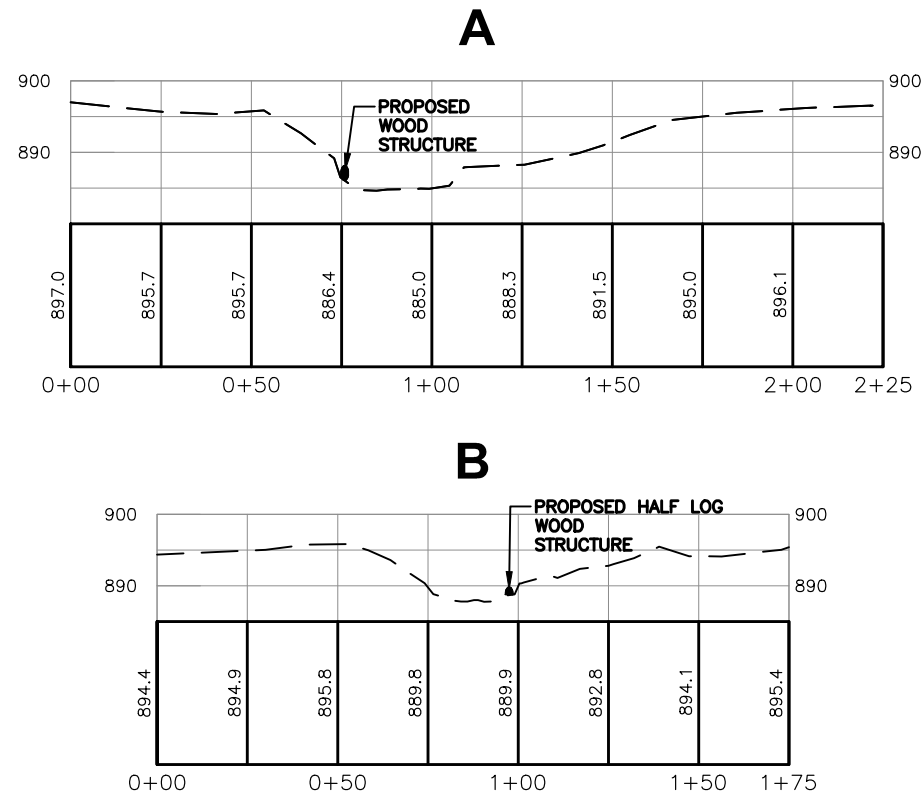


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BY: LRE



CROSS SECTIONS

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VERTICAL: 1" = 20'

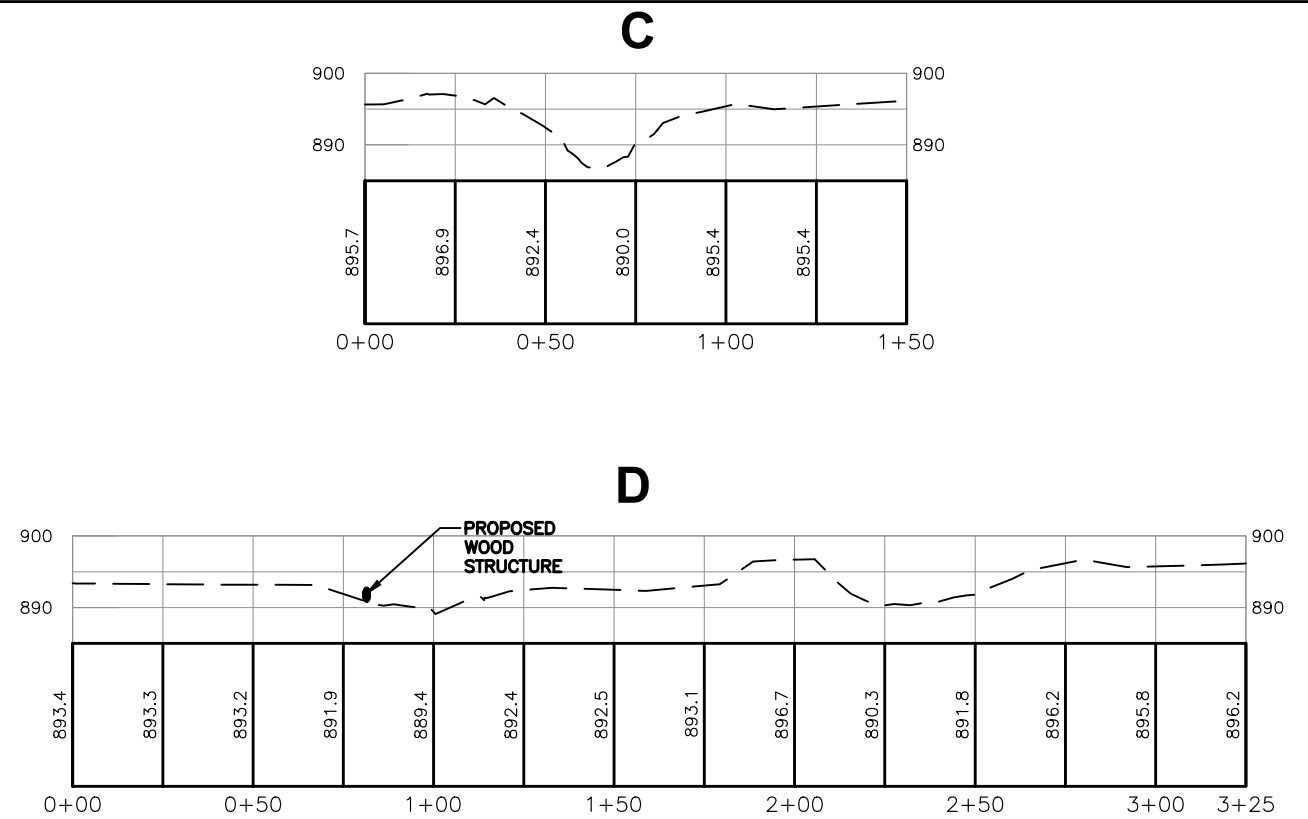


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Comstock Park MI 49321
ph. 616.301.7888
fax. 616.784.0737
www.LREmi.com

DATUM NAVD 88

CROSS SECTIONS

APPLICANT: MICHIGAN TROUT UNLIMITED
TOWNSHIP: MARSHALL TOWNSHIP
COUNTY: CALHOUN
NUMBER OF SHEETS: 8 OF 20
DATE: APRIL 17, 2018



CROSS SECTIONS

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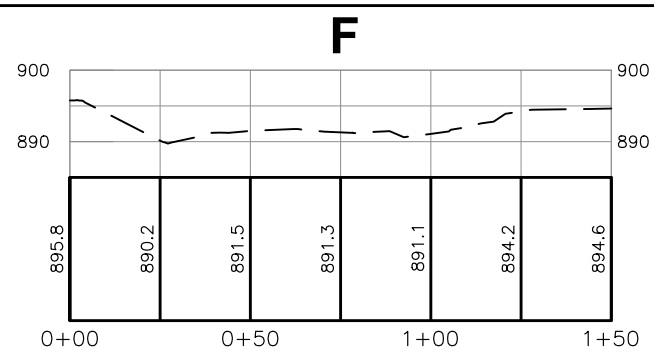


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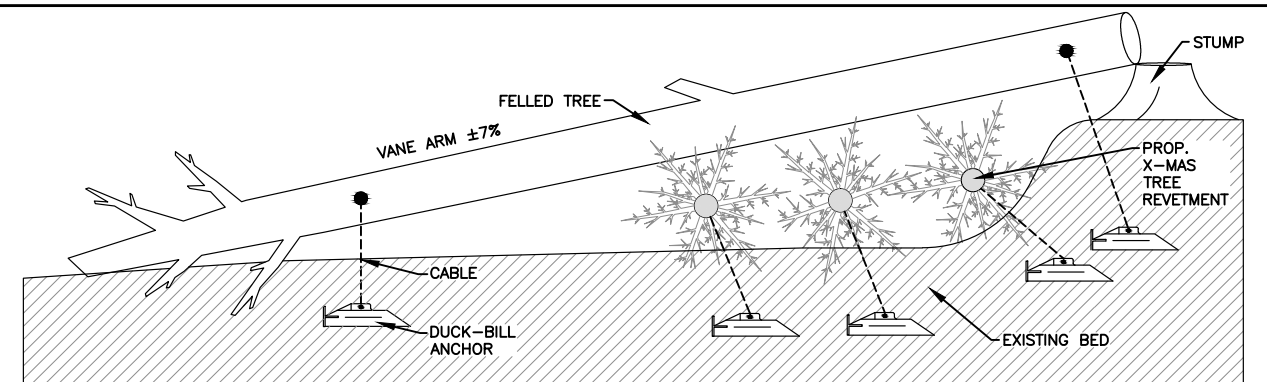
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DATE: APRIL 17, 2018

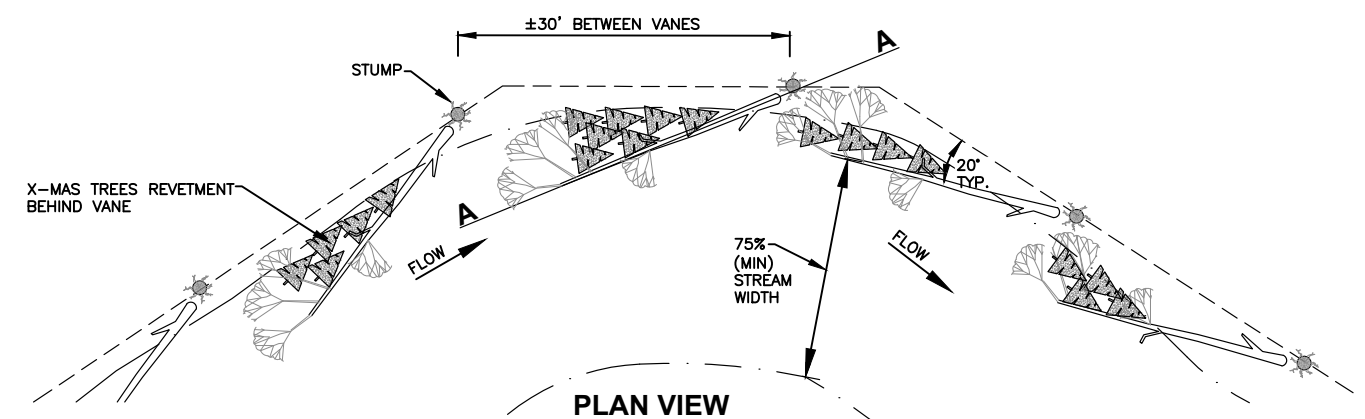


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DATUM NAVD 88
CROSS SECTIONS
APPLICANT: MICHIGAN TROUT UNLIMITED
TOWNSHIP: MARSHALL TOWNSHIP
COUNTY: CALHOUN
NUMBER OF SHEETS: 10 OF 20
DATE: APRIL 17, 2018



PROFILE VIEW A-A



PLAN VIEW

CHRISTMAS TREE REVETMENT

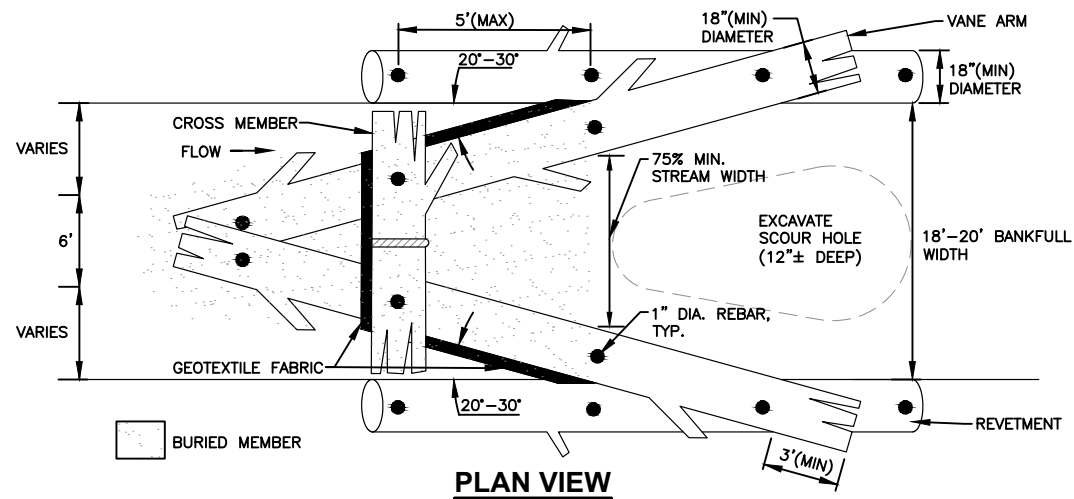
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DATUM NAVD 88
DETAILS
APPLICANT: MICHIGAN TROUT UNLIMITED
TOWNSHIP: MARSHALL TOWNSHIP
COUNTY: CALHOUN
NUMBER OF SHEETS: 11 OF 20
DATE: APRIL 17, 2018

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LOG VANE DETAIL
NOT TO SCALE

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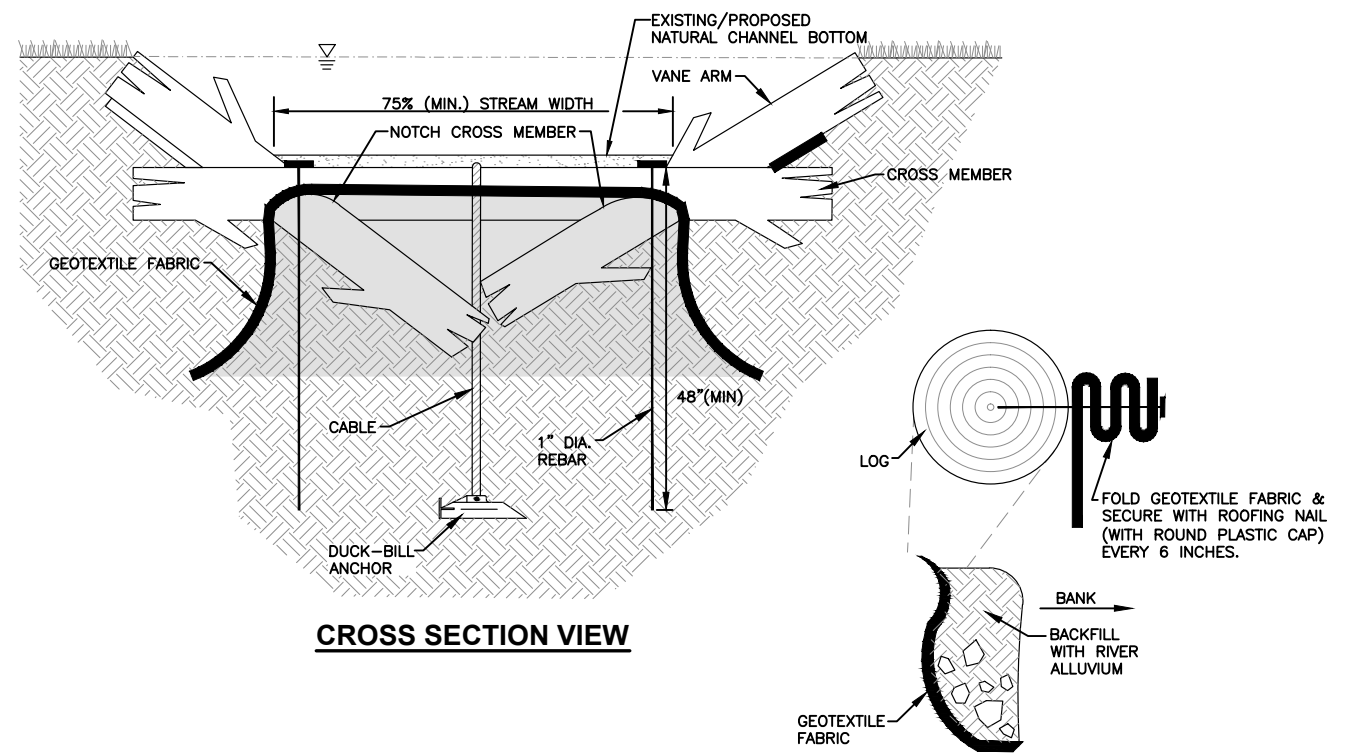
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COUNTY: CALHOUN
NUMBER OF SHEETS: 12 OF 20
DATE: APRIL 17, 2018



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CROSS SECTION VIEW

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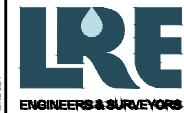
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COUNTY: CALHOUN
NUMBER OF SHEETS: 13 OF 20
DATE: APRIL 17, 2018



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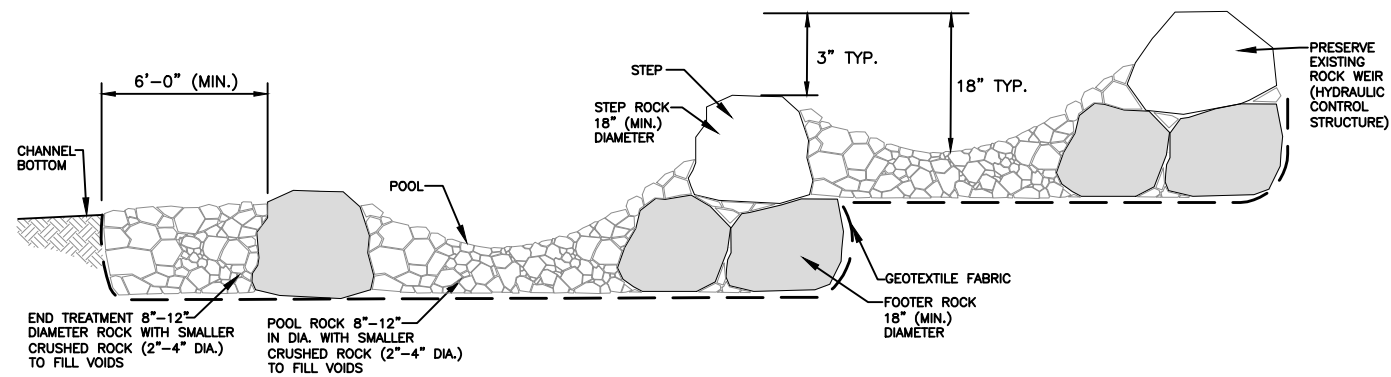


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DATUM NAVD 88

DETAILS

APPLICANT: MICHIGAN TROUT UNLIMITED
TOWNSHIP: MARSHALL TOWNSHIP
COUNTY: CALHOUN
NUMBER OF SHEETS: 14 OF 20
DATE: APRIL 17, 2018



STEP-POOL PROFILE

NOT TO SCALE

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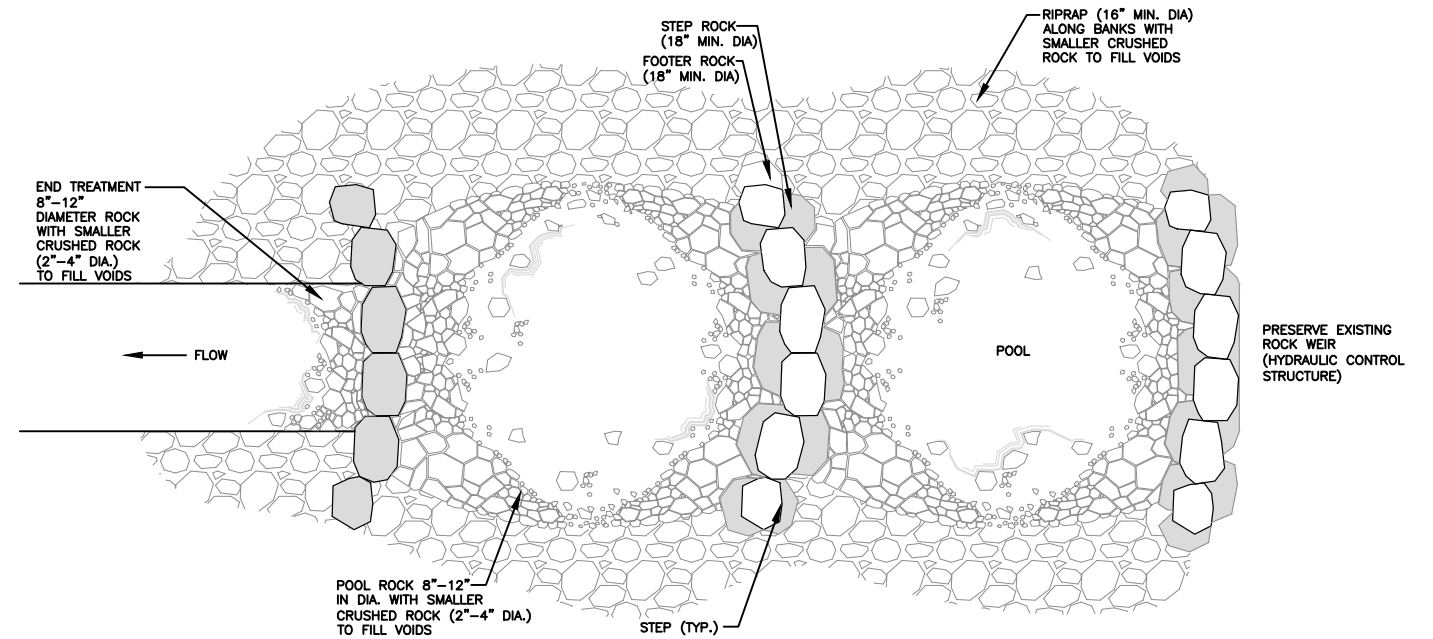


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DATUM NAVD 88

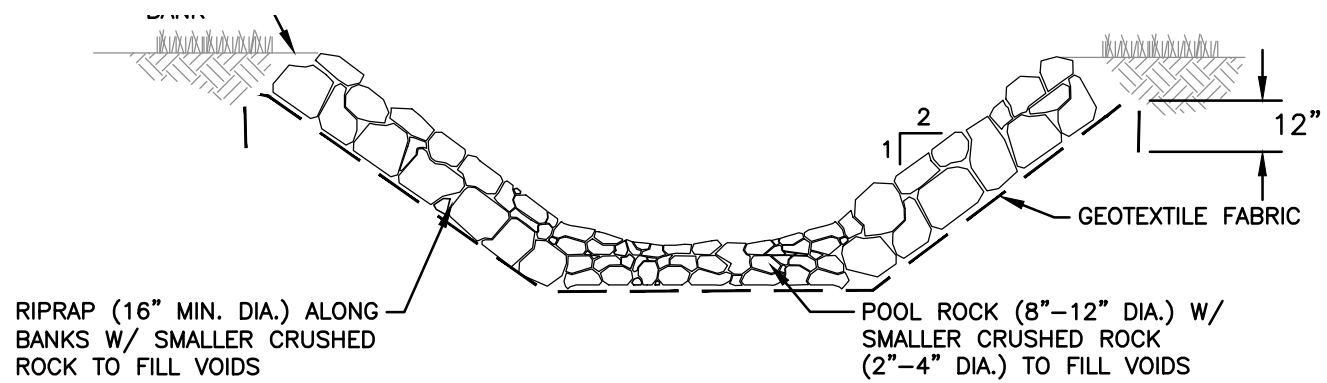
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COUNTY: CALHOUN
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DATE: APRIL 17, 2018

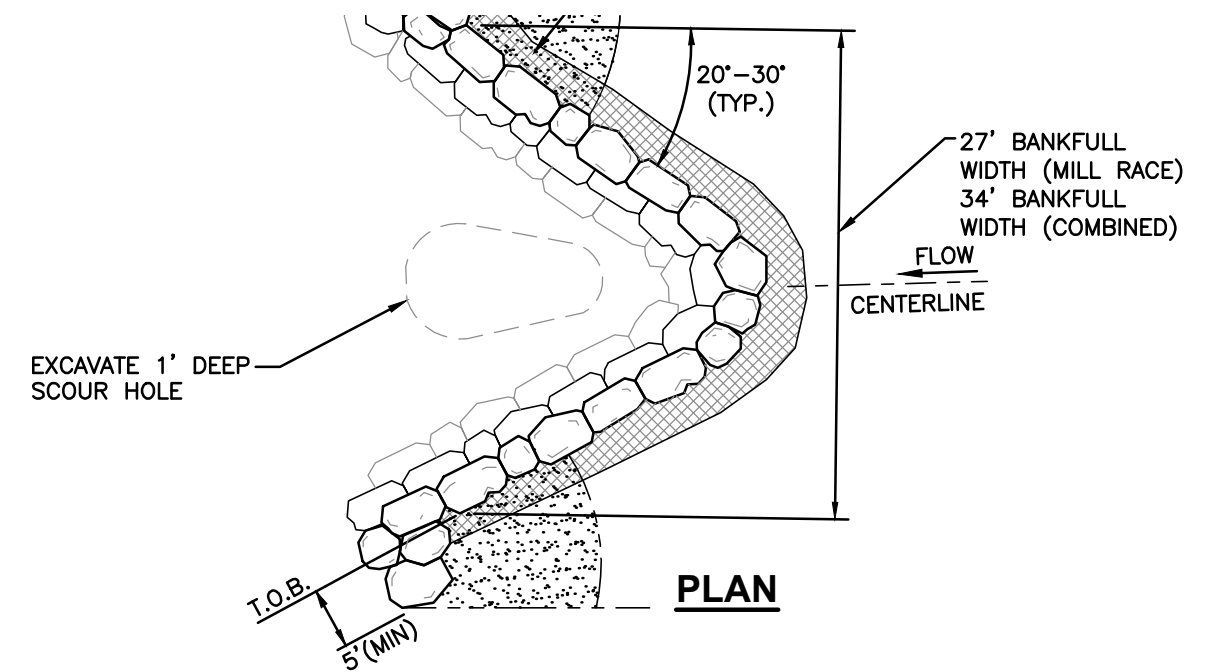


STEP-POOL PLAN VIEW

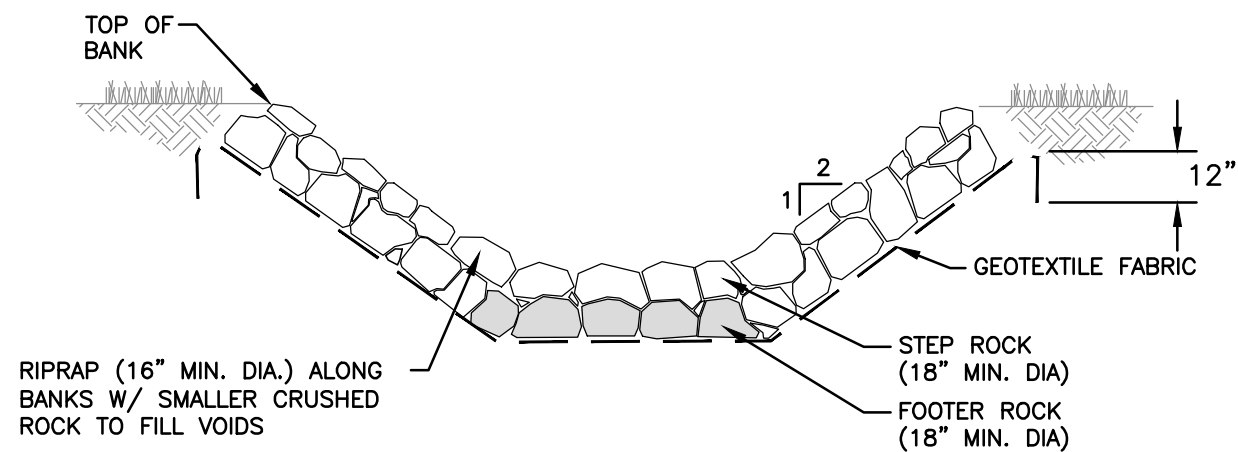
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POOL CROSS-SECTION
NOT TO SCALE

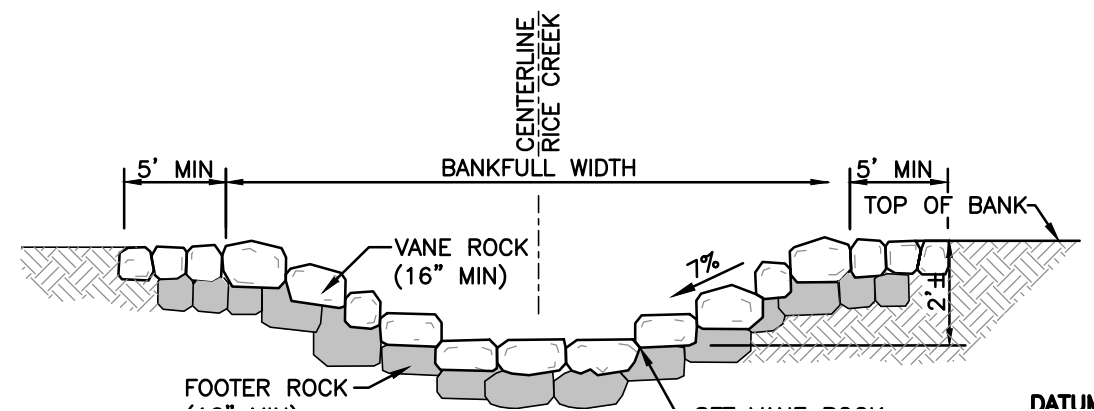


PLAN

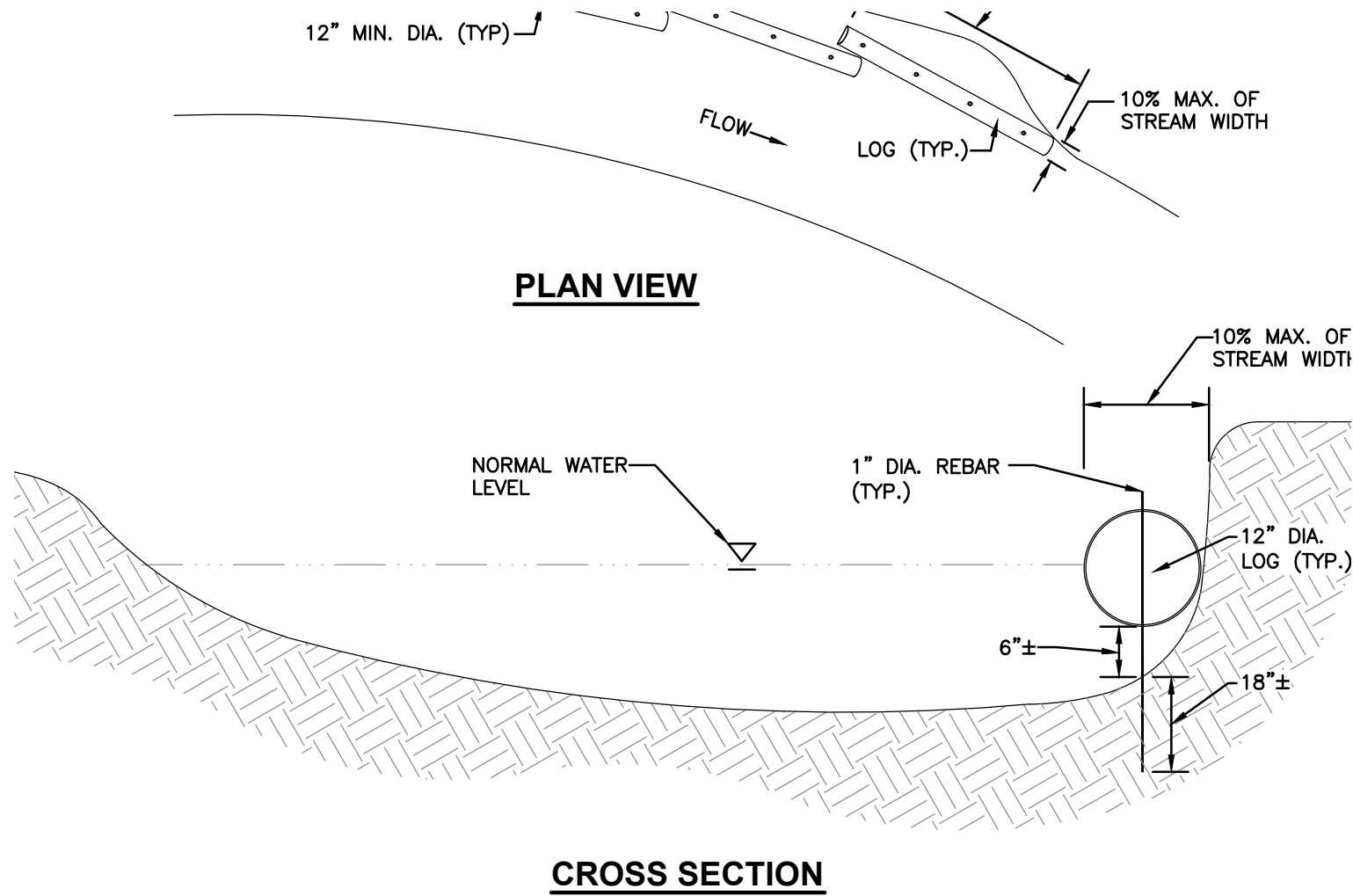


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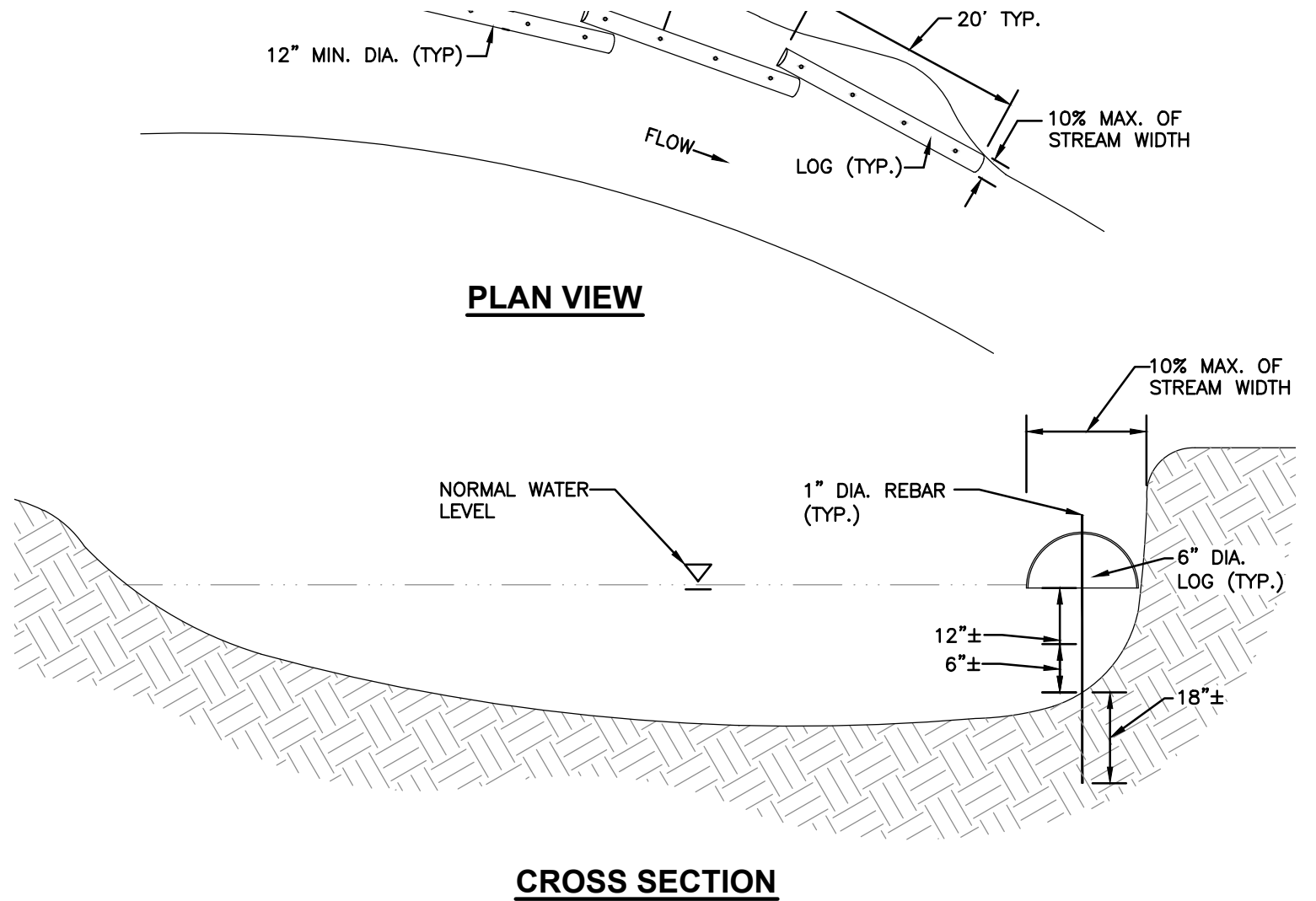
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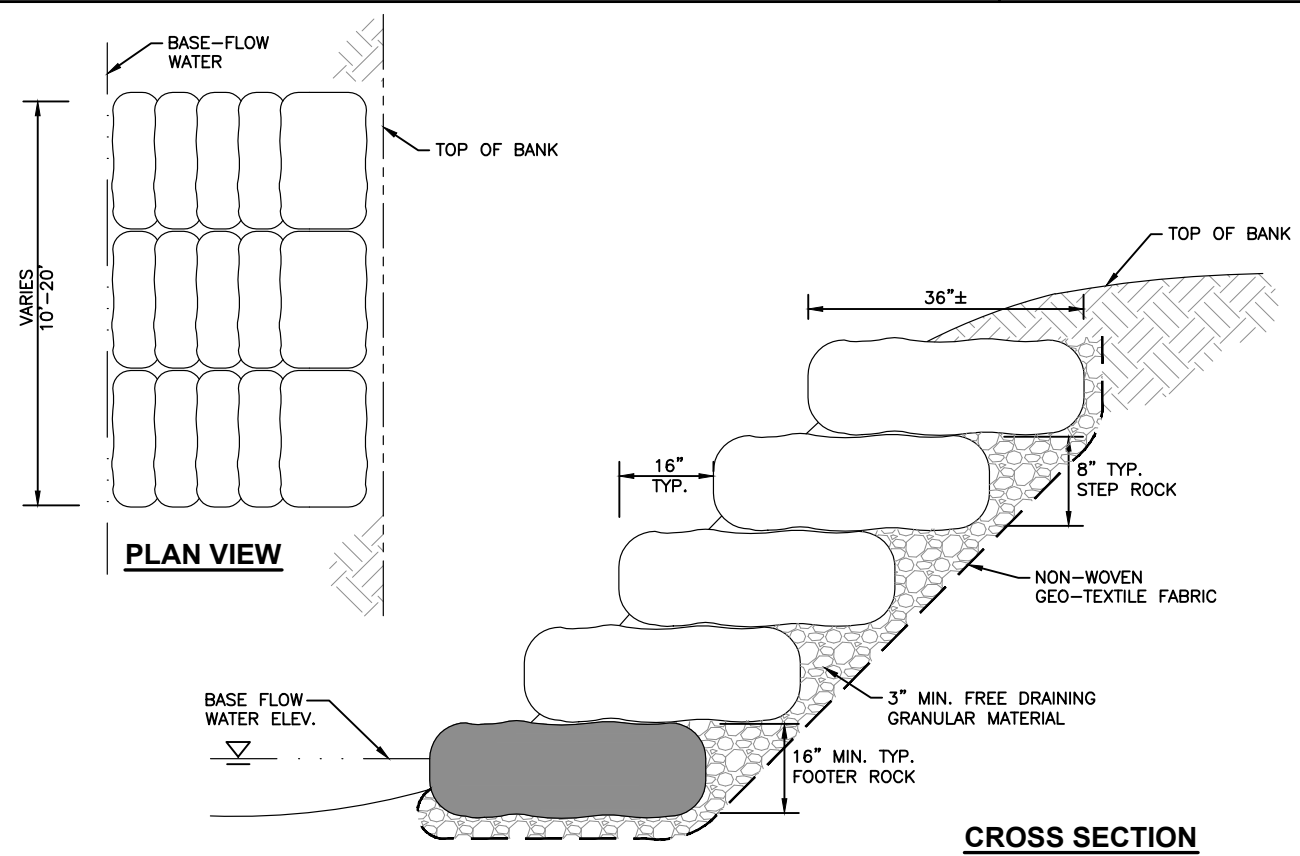
DATUM NAVD 88



DATUM NAVD 88



DATUM NAVD 88



Appendix H. Stuart's Landing Plan



MASTER PLAN
STUARTS LANDING MASTER PLAN
CITY OF MARSHALL, MICHIGAN



DATE
04.12.2021
PROJECT NO.
2110

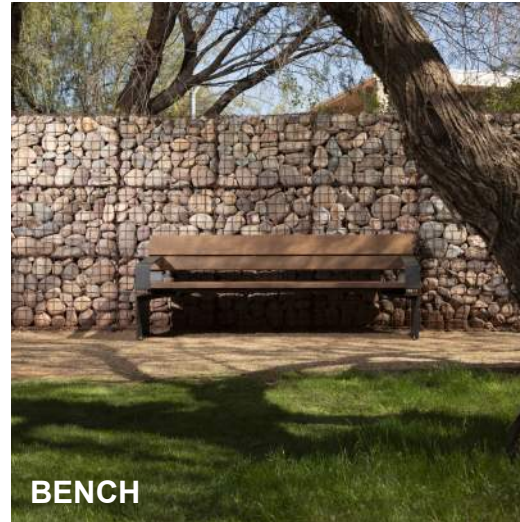




FISHING DECK



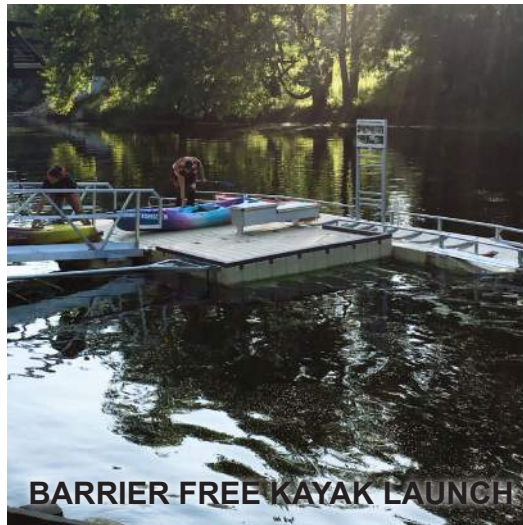
PICNIC TABLE



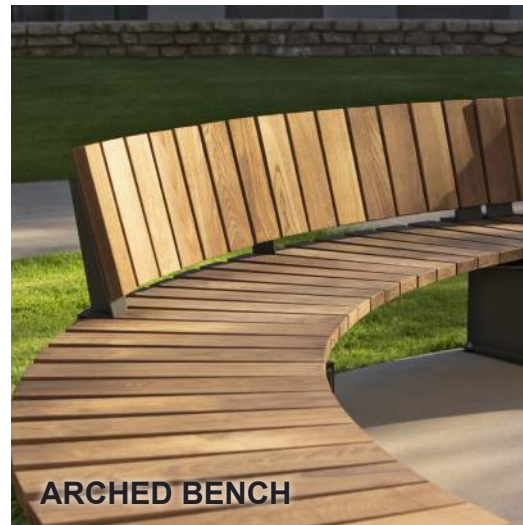
BENCH



PATHWAY BOLLARDS



BARRIER-FREE KAYAK LAUNCH



ARCHED BENCH



SIGN KIOSK



SHELTER EXAMPLE



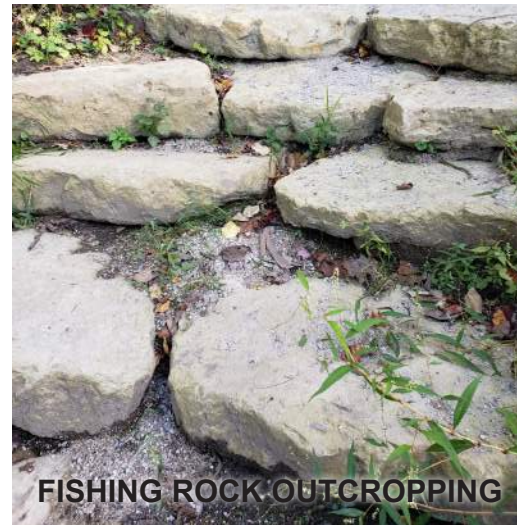
WILD FLOWERS



SHORELINE PLANTING



INTERPRETATIVE SIGN



FISHING ROCK OUTCROPPING

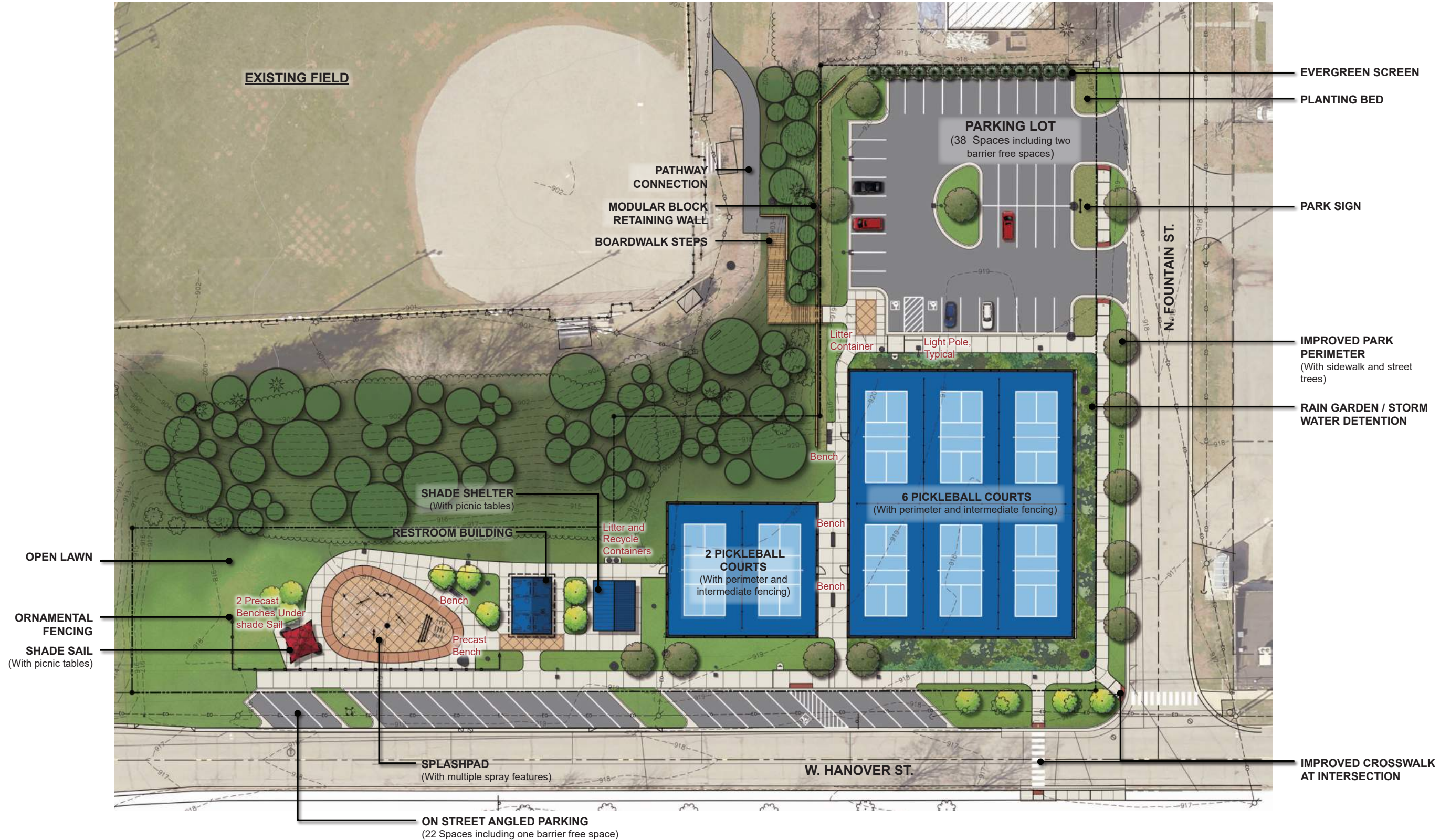


BOULDER RETAINING WALL

DESIGN VOCABULARY
STUARTS LANDING MASTER PLAN
CITY OF MARSHALL, MICHIGAN

DATE
04.12.2021
PROJECT NO.
2110





EATON PARK
CITY OF MARSHALL, MICHIGAN



NORTH

0' 10' 20' 40'



SCALE IN FEET: 1" = 20'

DATE
11.21.2023
PROJECT NO.
2169



MCSA
GROUP, Inc.
Landscape Architects and Architects
EAST GRAND RAPIDS - PORTLAND



ITEM: 13.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: James Schwartz, Mayor
Derek N. Perry, City Manager
DATE: October 7, 2024
SUBJECT: **BROOKS NATURE AREA ADVISORY BOARD APPOINTMENTS**

The Brooks Nature Area was established as a Marshall City park on April 17, 2006. Upon its creation, the Marshall City Council established a Brooks Nature Area Advisory Board responsible for the promotion, protection, and development of the 189-acre nature area and consists of seven (7) members.

The Mayor shall appoint, subject to the approval of the City Council, persons to serve full three-year terms as the terms of the board members ending August 15th. A member of the Parks, Recreation, and Cemetery Board also participates as a liaison.

Current Brooks Nature Area Advisory Board membership includes:

Vacant	term ending August 15, 2024
Patti Hoch-Mellusih	term ending August 15, 2024
Brian Huggett	term ending August 15, 2024
Erin Skidmore	term ending August 15, 2025
Ian Campbell	term ending August 15, 2025
Jane Schoenmeyer	term ending August 15, 2026
Margaret Steele	term ending August 15, 2026

Current members Patti Hoch-Mellusih and Brian Huggett would like to continue to serve and the Brooks Nature Area Advisory Board is recommending the new appointment of Lauren Bruggeman to the Brooks Nature Area Advisory Board. Lauren Bruggeman's Board and Commission application is attached for your review.

BUDGET IMPACT:

Members of the Brooks Nature Area Advisory Board serve without compensation.

RECOMMENDATION:

Approve the appointment of Patti Hoch-Mellusih, Brian Huggett and Lauren Bruggeman to the Brooks Nature Area Advisory Board with terms ending on August 15, 2027.



**CITY OF MARSHALL
BOARDS & COMMISSIONS
APPLICATION**

Your interest and willingness to serve the City of Marshall is appreciated. The purpose of this application is to provide the Mayor and Council with basic reference data and information pertaining to residents being considered for appointment to a City board or commission. The information supplied on this form will be available for the Mayor and Council and may be used for their deliberation concerning such appointments.

Date 8-19-24

Applicant Name Lauren G. Bruckeman

Address

E-Mail Address

How long have you lived in the City of Marshall? Born + raised

Education High School graduate, Some college

Community Experience and Affiliations: Volunteer, invasive species removal, Marshall, Battle Creek, Kaleemzoo. Wild flower planting, Ketchikan park + Brook's Nature Area, Marshall River pick up, Crazy for the Kazoo pick up

Please specify the Board/Committee sought: Brook's Nature Area Board

Why would you like to serve in this capacity? Include experience or expertise relevant to board or committee for which you are applying.

I love nature, and I would love to serve the community by participating on the Brook's Nature Center board. I Admire their efforts in nature conservation, and preserving such a special park to not only our community, but the native plants and animals we share it with.

Can you commit to attend all meeting. Yes or No

Please feel free to attach a resume, brief bio, hobbies, former committee work, etc.

ITEM: 13.B

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: James Schwartz, Mayor
Derek N. Perry, City Manager
DATE: October 7, 2024
SUBJECT: **TRANSIT AUTHORITY OF CALHOUN COUNTY BOARD
APPOINTMENT**

On November 2, 2023, the Calhoun County Board of Commissioners approved the Amended Articles of Incorporation for the Transportation authority of Calhoun County (TACC) in accordance with Public act of 196 of 1986, the Michigan Public Transportation Authority Act.

As a member of the TACC, the City of Marshall shall recommend a resident of the City to the Calhoun County Board of Commissioners for appointment to the seven member TACC Board of Directors. When appointing members of the Board, the Calhoun County Board of Commissioners shall consider, and give preference to, elected officials of the City that has opted into the jurisdictional boundaries of the TACC.

The term of office of a Board member shall be three (3) years and begin on January 1 of the first year and end on December 31 of the third year.

On November 6, 2023, the City Council approved the recommendation of City resident Tom Tarkiewicz to the Calhoun County Board of Commissioners for appointment to the TACC. The Calhoun County Board of Commissioners approved his appointment to the TACC for a one-year term expiring on December 31, 2024. Tom has expressed interest in continuing to represent the City of Marshall on the TACC, and we are recommending his reappointment.

BUDGET IMPACT:

Members of the Transportation Authority of Calhoun County (TACC) Board of Directors are not compensated.

RECOMMENDATION:

Approve the recommendation of Tom Tarkiewicz to the Calhoun County Board of Commissioners for reappointment to the Transportation Authority of Calhoun County (TACC) to represent the City of Marshall.