DOWNTOWN DEVELOPMENT AUTHORITY/LOCAL DEVELOPMENT FINANCE AUTHORITY AGENDA

Regular Meeting

November 21, 2024 at 4:00 PM

1) **CALL TO ORDER**
2) **ROLL CALL**
3) **APPROVAL OF AGENDA** - Items can be added or deleted from the Agenda by City Council action.
4) **PUBLIC COMMENT ON AGENDA ITEMS** Persons addressing the board are required to give their name and address for the record when called upon by the Chair. Members of the public shall be limited to speaking for a maximum of five (5) minutes. Comments should address AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion of the meeting agenda. Non-Agenda items should be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS portion of the meeting agenda.
5) **PRESENTATIONS AND RECOGNITIONS**
6) **CONSENT AGENDA**
   - A. **DDA/LDFA Minutes**
     DDA/LDFA Minutes - October 24, 2024
   - B. **Financial Reports**
     DDA Revenue/Expense Report- October 31, 2024
     LDFA Revenue/Expense Report- October 31, 2024
7) **MAEDA UPDATE**
8) **PUBLIC HEARINGS & SUBSEQUENT BOARD ACTION**
9) **BRA NEW BUSINESS**
   - A. **100 PAGE ST./500 INDUSTRIAL ROAD - DARK HORSE BROWNFIELD PLAN TERMINATION**
   - B. **100 PAGE ST./500 INDUSTRIAL ROAD - Review of Proposed Plan**
   - C. **100 PAGE ST./500 INDUSTRIAL ROAD - Action To Support Proposed Brownfield Project**
10) **BRA OLD BUSINESS**
11) **DDA NEW BUSINESS**
12) **DDA OLD BUSINESS**
   - A. **DOWNTOWN MICHIGAN AVENUE TRAFFIC CALMING PLAN**
13) **LDFA NEW BUSINESS**
14) **LDFA OLD BUSINESS**

, 323 W Michigan Ave, Training Room, Marshall, MI 49068

15) **BOARD REPORTS**

16) **ADJOURNMENT**

DOWNTOWN DEVELOPMENT AUTHORITY/LOCAL DEVELOPMENT FINANCE AUTHORITY MINUTES

October 24, 2024
Regular Meeting - 4:00 PM

1) **CALL TO ORDER**

IN A REGULAR SESSION held on Thursday, October 24, 2024 at 4:00 PM in the Training Room of City Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall Downtown Development Authority/Local Development Finance Authority was called to order by Chair Beck.

2) **ROLL CALL**

Roll was called:

Present: Chair Beck, Damron, Davis, Kirkland, LaForge, Lankerd, Perry, Thompson, and Yates

Also Present:

Absent: Member Jones and Walters

3) **ELECTION OF OFFICERS**

Moved by Sue Damron, supported by Diane Thompson to reelect Mike Beck as Chair, Jason LaForge as Vice Chair and Catherine Yates as Secretary/Treasurer. On a voice vote: **Motion carried.**

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

Moved by Matt Davis, supported by Sue Damron to approve the agenda with the following amendments:
Move items 14, 13, and 12 before item 8.
On a voice vote: **Motion carried.**

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

NONE

6) **PRESENTATIONS AND RECOGNITIONS**

7) **CONSENT AGENDA**

Moved by Sue Damron, supported by Diane Thompson to approve the consent agenda as presented. On a voice vote: **Motion carried.**

A. **DDA/LDFA Minutes**
DDA/LDFA Minutes- June 27, 2024

B. **Financial Reports**
DDA Revenue/Expense Report- September 30, 2024
LDFA Revenue/Expense Report- September 30, 2024

8) **MAEDA UPDATE**

Jim Durian gave a MAEDA update. The board requested that the downtown live cameras be brought back in to working order.

9) **PUBLIC HEARINGS & SUBSEQUENT BOARD ACTION**

10) **DDA NEW BUSINESS**

11) **DDA OLD BUSINESS**

A. BLUES FEST UPDATE

The 2024 BluesFest was discussed.

12) **LDFA NEW BUSINESS**

A. PARCEL 53-360-003-00 & PARCEL 53-003-003-01 - DISCUSSION

Moved by Matt Davis, supported by Catherine Yates to allow the due diligence to proceed on the property an to approve the proposed license agreement. On a voice vote: **Motion carried.**

13) **LDFA OLD BUSINESS**

A. WETLAND DELINEATION PROJECT UPDATE

SME presented an update on the wetland delineation project. The board asked for another update at the next meeting.

14) **Brownfield Redevelopment Authority (BRA) New Business**

A. 100 PAGE ST/500 INDUSTRIAL RD DISCUSSION

Presentation was received on a potential Brownfield Redevelopment project for 100 Page St and 500 Industrial Rd which would place storage units on the property. The board supported the project coming back to present the full Redevelopment package to the board.

15) **BOARD REPORTS**

16) **ADJOURNMENT**

The meeting was adjourned at 5:22 p.m.

Respectfully submitted by,

Michelle Eubank
City Clerk

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 10/31/2024	ACTIVITY FOR MONTH 10/31/2024	% BDGT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY					
Revenues					
Dept 000					
248-000-402.00	Current Property Taxes	181,147.00	0.00	0.00	0.00
248-000-404.00	Property Taxes - Prior Years	0.00	0.00	0.00	0.00
248-000-412.00	Delinquent Personal Prop Taxes	0.00	0.00	0.00	0.00
248-000-445.00	Penalties & Int. on Taxes	0.00	0.00	0.00	0.00
248-000-565.00	Sales Tax Inventory Refund	0.00	0.00	0.00	0.00
248-000-573.00	LOCAL COMM STAB SHARE TAX	30,000.00	47,461.94	47,461.94	158.21
248-000-588.00	Contributions from Local Units	0.00	0.00	0.00	0.00
248-000-665.00	Interest	3,000.00	2,859.37	0.00	95.31
248-000-665.03	UNREALIZED GAIN/LOSS ON INVESTMI	0.00	0.00	0.00	0.00
248-000-675.00	Contrib. from Other Sources	0.00	0.00	0.00	0.00
248-000-676.00	Reimbursement	0.00	0.00	0.00	0.00
248-000-679.00	MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
248-000-679.16	MISC REVENUE - BLUES FEST	65,000.00	80.00	80.00	0.12
248-000-696.00	Proceeds from Bonds/Notes	0.00	0.00	0.00	0.00
248-000-699.00	Transfers From Other Funds	0.00	0.00	0.00	0.00
Total Dept 000		279,147.00	50,401.31	47,541.94	18.06
Dept 729 - Community Development					
248-729-588.00	Contributions from Local Units	0.00	0.00	0.00	0.00
248-729-675.00	Contrib. from Other Sources	0.00	0.00	0.00	0.00
248-729-679.00	MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
248-729-699.00	Transfers From Other Funds	0.00	0.00	0.00	0.00
Total Dept 729 - Community Development		0.00	0.00	0.00	0.00
TOTAL REVENUES		279,147.00	50,401.31	47,541.94	18.06
Expenditures					
Dept 000					
248-000-702.00	Payroll	2,000.00	221.20	56.48	11.06
248-000-702.01	Other Fringe Benefits-taxable	0.00	0.00	0.00	0.00
248-000-702.40	Payroll - Rubbish/Garbage	3,000.00	579.74	413.57	19.32
248-000-702.41	Payroll - Mowing/Trimming	0.00	0.00	0.00	0.00
248-000-702.42	Payroll - Parking Structure	0.00	115.42	0.00	100.00
248-000-702.43	Payroll - Sidewalk Snow Removal	0.00	0.00	0.00	0.00
248-000-702.44	Payroll - Flowers	0.00	759.34	336.28	100.00
248-000-703.00	Part-time Salaries	15,120.00	6,250.50	661.50	41.34
248-000-703.40	PART-TIME - RUBBISH/GARBAGE	0.00	0.00	0.00	0.00
248-000-703.41	PART-TIME - MOWING/TRIMMING	0.00	0.00	0.00	0.00
248-000-703.42	PART-TIME - PARKING STRUCTURE	0.00	0.00	0.00	0.00
248-000-703.43	PART-TIME - SIDEWALK SNOW REMOV.	0.00	0.00	0.00	0.00
248-000-703.44	PART-TIME - FLOWERS	0.00	0.00	0.00	0.00
248-000-704.00	Overtime Salaries	0.00	0.00	0.00	0.00
248-000-704.40	Overtime - Rubbish/Garbage	0.00	84.72	84.72	100.00
248-000-704.41	Overtime - Mowing/Trimming	0.00	0.00	0.00	0.00
248-000-704.42	Overtime - Parking Structure	0.00	0.00	0.00	0.00
248-000-704.43	Overtime - Sidewalk Snow Remova.	0.00	0.00	0.00	0.00
248-000-704.44	Overtime - Flowers	0.00	0.00	0.00	0.00
248-000-712.00	WORKERS COMPENSATION	0.00	0.00	0.00	0.00
248-000-715.00	Social Security	0.00	608.21	116.44	100.00
248-000-716.00	Hospitalization	0.00	0.00	0.00	0.00
248-000-717.00	Life Insurance	0.00	0.00	0.00	0.00
248-000-718.00	RETIREMENT - D/B	0.00	0.00	0.00	0.00
248-000-755.00	Miscellaneous Supplies	5,000.00	843.45	0.00	16.87
248-000-755.01	MISC SUPPLIES - DOWNTOWN PLANTEI	2,040.00	361.96	0.00	17.74
248-000-757.00	Fuels & Lubricants	200.00	0.00	0.00	0.00
248-000-777.00	MINOR TOOLS AND EQUIPMENT	300.00	0.00	0.00	0.00
248-000-801.00	Professional Services	1,000.00	242.00	0.00	24.20
248-000-801.01	Prof. Services - Streetscape	0.00	0.00	0.00	0.00
248-000-803.00	Service Fee	0.00	0.00	0.00	0.00
248-000-805.00	Administrative Costs	26,000.00	2,250.68	562.67	8.66
248-000-810.00	Dues & Memberships	0.00	0.00	0.00	0.00
248-000-811.00	Taxes	0.00	0.00	0.00	0.00
248-000-820.00	Contracted Services	23,997.00	17,788.55	5,750.00	74.13
248-000-820.01	Contracted Maint. - Plowing	0.00	0.00	0.00	0.00
248-000-820.02	Contracted Maint - Lawn	0.00	0.00	0.00	0.00
248-000-825.00	Insurance	0.00	0.00	0.00	0.00
248-000-850.00	Communications	720.00	240.00	60.00	33.33
248-000-860.00	Transportation & Travel	0.00	0.00	0.00	0.00
248-000-901.00	Advertising	0.00	0.00	0.00	0.00
248-000-921.00	Utilities - Gas	0.00	0.00	0.00	0.00
248-000-922.00	Utilities-Elec, Water, Sewer	0.00	0.00	0.00	0.00

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 10/31/2024	ACTIVITY FOR MONTH 10/31/2024	% BDGT USED
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY					
Expenditures					
248-000-941.00	MOTOR POOL VEHICLE RENTAL	5,000.00	705.29	257.06	14.11
248-000-942.00	Rent	0.00	0.00	0.00	0.00
248-000-958.00	Education & Training	0.00	0.00	0.00	0.00
248-000-961.00	COMMUNITY PROMOTIONS	65,000.00	5,000.00	0.00	7.69
248-000-964.00	Refund or Rebates	0.00	0.00	0.00	0.00
248-000-970.00	Capital Outlay	115,200.00	0.00	0.00	0.00
248-000-971.00	Capital Outlay - Land	0.00	0.00	0.00	0.00
248-000-990.00	Debt Service	59,000.00	0.00	0.00	0.00
248-000-994.00	Bond Interest Paid	0.00	0.00	0.00	0.00
248-000-995.00	Transfers to Other Funds	0.00	0.00	0.00	0.00
Total Dept 000		323,577.00	36,051.06	8,298.72	11.14
Dept 717 - DDA Parking Lots					
248-717-941.00	MOTOR POOL VEHICLE RENTAL	0.00	0.00	0.00	0.00
Total Dept 717 - DDA Parking Lots		0.00	0.00	0.00	0.00
Dept 718 - DDA Parking Ramp					
248-718-941.00	MOTOR POOL VEHICLE RENTAL	0.00	0.00	0.00	0.00
Total Dept 718 - DDA Parking Ramp		0.00	0.00	0.00	0.00
Dept 719 - DDA Sidewalk					
248-719-941.00	MOTOR POOL VEHICLE RENTAL	0.00	0.00	0.00	0.00
248-719-941.02	MOTOR POOL REPLACEMENT CHARGE	1,343.00	559.60	111.92	41.67
248-719-941.03	MOTOR POOL OPERATING CHARGE	3,235.00	1,347.90	269.58	41.67
248-719-941.05	VEHICLE RENTAL CREDIT	0.00	0.00	0.00	0.00
Total Dept 719 - DDA Sidewalk		4,578.00	1,907.50	381.50	41.67
Dept 729 - Community Development					
248-729-702.00	Payroll	0.00	0.00	0.00	0.00
248-729-702.01	Other Fringe Benefits-taxable	0.00	0.00	0.00	0.00
248-729-703.00	Part-time Salaries	0.00	0.00	0.00	0.00
248-729-704.00	Overtime Salaries	0.00	0.00	0.00	0.00
248-729-712.00	WORKERS COMPENSATION	0.00	0.00	0.00	0.00
248-729-715.00	Social Security	0.00	0.00	0.00	0.00
248-729-716.00	Hospitalization	0.00	0.00	0.00	0.00
248-729-717.00	Life Insurance	0.00	0.00	0.00	0.00
248-729-718.00	RETIREMENT - D/B	0.00	0.00	0.00	0.00
248-729-719.00	Hospitalization - Prescription	0.00	0.00	0.00	0.00
248-729-740.00	Operating Supplies	0.00	0.00	0.00	0.00
248-729-801.00	Professional Services	0.00	0.00	0.00	0.00
248-729-806.00	MEDICAL SERVICES	0.00	0.00	0.00	0.00
248-729-810.00	Dues & Memberships	0.00	0.00	0.00	0.00
248-729-820.00	Contracted Services	0.00	892.00	0.00	100.00
248-729-850.00	Communications	0.00	0.00	0.00	0.00
248-729-860.00	Transportation & Travel	0.00	0.00	0.00	0.00
248-729-901.00	Advertising	0.00	0.00	0.00	0.00
248-729-902.00	Marketing	0.00	0.00	0.00	0.00
248-729-940.00	Rentals	0.00	0.00	0.00	0.00
248-729-941.00	MOTOR POOL VEHICLE RENTAL	0.00	0.00	0.00	0.00
248-729-941.01	TECHNOLOGY INTERNAL SERVICE CHA	0.00	0.00	0.00	0.00
248-729-958.00	Education & Training	0.00	0.00	0.00	0.00
248-729-961.00	COMMUNITY PROMOTIONS	0.00	0.00	0.00	0.00
248-729-964.00	Refund or Rebates	0.00	0.00	0.00	0.00
248-729-969.00	Contingency	0.00	0.00	0.00	0.00
248-729-995.00	Transfers to Other Funds	0.00	0.00	0.00	0.00
Total Dept 729 - Community Development		0.00	892.00	0.00	100.00
TOTAL EXPENDITURES		328,155.00	38,850.56	8,680.22	11.84
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:					
TOTAL REVENUES		279,147.00	50,401.31	47,541.94	18.06
TOTAL EXPENDITURES		328,155.00	38,850.56	8,680.22	11.84
NET OF REVENUES & EXPENDITURES		(49,008.00)	11,550.75	38,861.72	23.57

GL NUMBER	DESCRIPTION	2024-25 AMENDED BUDGET	YTD BALANCE 10/31/2024	ACTIVITY FOR MONTH 10/31/2024	% BDGT USED
Fund 250 - LOCAL DEVELOPMENT FINANCE AUTHORITY FUND					
Revenues					
Dept 000					
250-000-402.00	Current Property Taxes	782,444.00	0.00	0.00	0.00
250-000-404.00	Property Taxes - Prior Years	0.00	0.00	0.00	0.00
250-000-445.00	Penalties & Int. on Taxes	0.00	0.00	0.00	0.00
250-000-540.00	State Grants	0.00	0.00	0.00	0.00
250-000-573.00	LOCAL COMM STAB SHARE TAX	150,000.00	200,747.89	200,747.89	133.83
250-000-665.00	Interest	33,000.00	14,731.98	1,451.51	44.64
250-000-673.00	Sales of Fixed Assets	0.00	0.00	0.00	0.00
250-000-675.00	Contrib. from Other Sources	0.00	0.00	0.00	0.00
250-000-675.60	CONTRIBUTED CAPITAL	0.00	0.00	0.00	0.00
250-000-679.00	MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00
250-000-696.00	Bond Proceeds	0.00	0.00	0.00	0.00
250-000-697.00	PREMIUMS ON BONDS	0.00	0.00	0.00	0.00
250-000-699.00	Transfers From Other Funds	0.00	0.00	0.00	0.00
Total Dept 000		965,444.00	215,479.87	202,199.40	22.32
TOTAL REVENUES		965,444.00	215,479.87	202,199.40	22.32
Expenditures					
Dept 000					
250-000-727.00	Office Supplies	0.00	0.00	0.00	0.00
250-000-740.00	Operating Supplies	0.00	0.00	0.00	0.00
250-000-755.00	Miscellaneous Supplies	0.00	0.00	0.00	0.00
250-000-801.00	Professional Services	50,401.05	727.00	0.00	1.44
250-000-803.00	Service Fee	500.00	0.00	0.00	0.00
250-000-805.00	Administrative Costs	160,537.00	53,333.32	13,333.33	33.22
250-000-810.00	Dues & Memberships	0.00	0.00	0.00	0.00
250-000-811.00	Taxes	0.00	0.00	0.00	0.00
250-000-820.00	Contracted Services	255,720.40	118,550.00	59,125.00	46.36
250-000-826.00	Bond Issuance Costs	0.00	0.00	0.00	0.00
250-000-860.00	Transportation & Travel	0.00	0.00	0.00	0.00
250-000-901.00	Advertising	0.00	0.00	0.00	0.00
250-000-902.00	Marketing	1,500.00	0.00	0.00	0.00
250-000-922.00	Utilities-Elec, Water, Sewer	1,200.00	0.00	0.00	0.00
250-000-941.00	MOTOR POOL VEHICLE RENTAL	0.00	0.00	0.00	0.00
250-000-941.01	TECHNOLOGY INTERNAL SERVICE CHA	0.00	0.00	0.00	0.00
250-000-958.00	Education & Training	0.00	0.00	0.00	0.00
250-000-960.00	REBATE REIMBURSEMENT	0.00	0.00	0.00	0.00
250-000-964.00	Refund or Rebates	0.00	46,582.53	0.00	100.00
250-000-970.00	Capital Outlay	0.00	0.00	0.00	0.00
250-000-970.35	BROOKS INDUSTRIAL PARK SUBSTATI	0.00	0.00	0.00	0.00
250-000-972.00	SHARE OF CAPITAL PURCHASED BY O	0.00	0.00	0.00	0.00
250-000-990.00	Debt Service	350,000.00	0.00	0.00	0.00
250-000-994.00	Bond Interest Paid	233,000.00	116,500.00	0.00	50.00
250-000-995.00	Transfers to Other Funds	0.00	0.00	0.00	0.00
Total Dept 000		1,052,858.45	335,692.85	72,458.33	31.88
TOTAL EXPENDITURES		1,052,858.45	335,692.85	72,458.33	31.88
Fund 250 - LOCAL DEVELOPMENT FINANCE AUTHORITY FUND:					
TOTAL REVENUES		965,444.00	215,479.87	202,199.40	22.32
TOTAL EXPENDITURES		1,052,858.45	335,692.85	72,458.33	31.88
NET OF REVENUES & EXPENDITURES		(87,414.45)	(120,212.98)	129,741.07	137.52
TOTAL REVENUES - ALL FUNDS		1,244,591.00	265,881.18	249,741.34	21.36
TOTAL EXPENDITURES - ALL FUNDS		1,381,013.45	374,543.41	81,138.55	27.12
NET OF REVENUES & EXPENDITURES		(136,422.45)	(108,662.23)	168,602.79	79.65

fishbeck
Engineers | Architects | Scientists | Constructors

2960 Interstate Parkway
Kalamazoo, Michigan 49048

269.342.1100 | fishbeck.com

Memo

TO: City of Marshall Brownfield Redevelopment Authority

FROM: Kirk W. Perschbacher, CPG | Senior Brownfield Specialist

DATE: November 8, 2024 **PROJECT NO.:** 241159

SUBJECT: Procedures for Terminating the Dark Horse Brewing Company Brownfield Plan: 100 Page Avenue, 515 S Kalamazoo Avenue, 519 S Kalamazoo Avenue & 320 Pearl

Fishbeck has previously noted that the Dark Horse Brewing Company Brownfield Plan has never been accomplished. Therefore, the MBRA may terminate the plan. This memo serves as a roadmap to assist the MBRA in terminating the plan.

For the MBRA to terminate the Brownfield Plan, the City must make the following determinations:

1. That the project for which the Brownfield Plan was established failed to occur for at least 2 years following the date of the resolution approving the Brownfield Plan.
2. All obligations to which the tax increment revenues are pledged have been paid or funds sufficient to make the payment have been identified or segregated.

If the above-noted determination is made, then the City must do the following:

1. Give 30-day written notice to the developer at its last known address by certified mail or other method that documents proof of delivery attempted.
2. Provide the developer an opportunity to be heard at a public meeting, this can be done at a regularly scheduled Marshall City Council meeting.

Justification for the termination of the Brownfield Plan:

- The subject Brownfield Plan was adopted by resolution at the March 21, 2016, Marshall City Council meeting following a publicly noticed Public Hearing on March 21, 2016 Marshall City Council.
- The Developer intended to conduct Baseline Environmental Assessment (BEA) activities, Due Care and additional response and non-environmental activities to support the redevelopment of the property additional parking lot for Dark Horse Brewing Company.
- As the project did not happen the Developer did not incur costs to be reimbursed for. Capture for the Local Brownfield Redevelopment Fund (LBRF) was not conducted as the project failed to occur.
- The proposed redevelopment has not occurred since the adoption of the Brownfield Plan on March 21, 2016, well past 2 years of the date of the resolution adopting the Plan as required by Act 381 of 1996, as amended. Since this project has failed to occur, the Marshall City Council intends to proceed with terminating the Brownfield Plan as allowed by Act 381 of 1996, as amended.

Recommended action by the City of Marshall Brownfield Redevelopment Authority:

- Since the project described in the Dark Horse Brewing Brownfield Plan failed to occur within 2 years of the date of the resolution adopting the plan, March 21, 2016, and there are no outstanding obligations, the City of Marshall Brownfield Redevelopment Authority moves to recommend the City of Marshall City Council begin the proceedings to terminate the Brownfield Plan.

Recommended action by Marshall City Council:

- Since the project described in the Dark Horse Brewing Company Brownfield Plan failed to occur within 2 years of the date of the resolution adopting the plan, March 21, 2016, and there are no outstanding obligations, the Marshall City Council moves to terminate the Dark Horse Brewing Company Brownfield Plan.

This termination is subject to a 30-day notice to the developer's last known address inviting the developer to be heard during the public comment period of a regularly scheduled Marshall City Council meeting after the 30-day notice.

If you have any questions or require additional information, please contact me at 616.464.3956 or kperschbacher@fishbeck.com.

By email

fishbeck
Engineers | Architects | Scientists | Constructors

2960 Interstate Parkway
Kalamazoo, Michigan 49048

269.342.1100 | fishbeck.com

Act 381 Brownfield Plan

Building Better Spaces Redevelopment
Building Better Spaces, LLC
100 Page Street and 500 Industrial Road, Marshall, Calhoun County, Michigan 49068

Prepared For:
City of Marshall Brownfield Redevelopment Authority
Marshall, Michigan

November 15, 2024
Project No. 241159

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List of Appendices

List of Abbreviations/Acronyms

Act 381	Brownfield Redevelopment Financing Act, 1996 PA 381, as amended
Authority	City of Marshall Brownfield Redevelopment Authority
BEA	Baseline Environmental Assessment
Developer	Building Better Spaces, LLC
ESA	Environmental Site Assessment
LBRF	Local Brownfield Revolving Fund
NREPA	Natural Resources and Environmental Protect Act
PA	Public Act
Property	100 Page Street and 500 Industrial Road, Marshall, Michigan 49068
QLGU	Qualified Local Governmental Unit

1.0 Introduction

The City of Marshall Brownfield Redevelopment Authority (the "Authority") was established by the City of Marshall pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act (PA) 381 of 1996, as amended ("Act 381"). The primary purpose of Act 381 is to encourage the redevelopment of eligible property by providing economic development incentives through tax increment financing for certain eligible properties.

This Brownfield Plan (Plan) permits the use of tax increment financing to reimburse Building Better Spaces, LLC (Developer) for the cost of eligible activities required to redevelop the vacant light industrial property located at 100 Page Street and 500 Industrial Road, Marshall, Calhoun County, Michigan 49068 (Eligible Property, Site, or Property) – see Site Location Map (Figure 1). Copies of Plan resolutions are provided in Attachment A.

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The Developer is proposing to redevelop two parcels vacant land located at 100 Page Street and 500 Industrial Road, Marshall, Michigan 49068 (the "Property"). Proposed redevelopment activities include the construction of four multi-unit storage buildings within the northern portion of the Site, with the buildings ranging in size from 6,300 to 8,400 sq ft. The total amount of project investment is estimated to be $1,270,000. As this will be an automated storage facility, no full time equivalent (FTE) jobs will be created; however, numerous local construction jobs will be created to construct the Development. Construction is expected to commence in 2025 and be completed by 2026. The proposed site plan is included in Figure 3 and redevelopment rendering are included in Figure 4.

This project serves a public purpose in the City of Marshall, a Qualified Local Governmental Unit (QLGU), expanding the tax base and investing significant capital into the community. The Development aims to bring a currently vacant contaminated property back to functional use and address the environmental conditions that exist at the Property.

1.2 Eligible Property Information

Parcel ID: 53-002-552-01
500 Industrial Road, Marshall, Michigan 49068
Approximately 2.17 acres

Parcel ID: 53-002-560-00
100 Page Street, Marshall, Michigan 49068
Approximately 1.29 acres

The property is located in the City of Marshall, a QLGU pursuant to Act 381.

The Property is situated in a transitional industrial-zoned neighborhood, including adjoining commercial and residential uses. Historically, the northern portion of the Property was developed before 1883 with a portion of the Page Brothers Buggy Company. In 1931, a portion of the Lambert Machine Company facility was developed on the Property. In 1954, a portion of the Ronan & Kunzl Electric Water Heater Manufacturer was developed on the Property. A railroad was developed on the southern parcel at this time. Several other operators of the Property existed through its history, including Schuler's Commissary, Inc., Restaurant Commissary, Quality Restaurant Supplies, Page Street Butcher Shop, Marshall Meat Company, Johnson Refrigeration Warehouse, and Damon Brothers Asphalt. Since 2000, the Property has been unoccupied. The last structure on the Property was demolished in 2012, and in May 2023, the Property was purchased by Building Better Spaces, LLC.

Past investigations conducted at the Property have identified widespread contamination across the Property as a result of historical land-uses. Contaminants identified above EGLE Part 201 generic residential cleanup criteria

(GRCC) include arsenic, selenium, and mercury in the soil and lead, tetrachloroethylene (PCE), and trichloroethylene (TCE) in the groundwater. Based on the presence of contaminants on the Property at concentrations exceeding EGLE Part 201 GRCC, the Property is a *facility*, as defined in Section 20101(1)(o) of Part 201 of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

The Developer is not a liable party as they did not cause the contamination and Baseline Environmental Assessments (BEAs) were completed, in accordance with Part 201 of the NREPA, 1995 PA 451, as amended, by the Developer during the acquistion.

Maps depicting the location and layout of the Property are attached as Figures 1 and 2. Historic environmental data tables and associated sample location maps are provided in Appendix 5.

2.0 Information Required by Section 13(2) of the Statute

2.1 Description of Costs to be Paid for with Tax Increment Revenues

This Brownfield Plan has been developed to reimburse existing and anticipated costs to be incurred by the Developer. Tax increment revenues will be captured for reimbursement from local and state school tax increment revenues (TIR).

The total cost of eligible activities anticipated to be reimbursed to the Developer, inclusive of contingencies, is anticipated to be $588,459. Authority administrative costs are anticipated to be up to $57,481. While all activities are eligible, as defined in Act 381, the estimated eligible activities and costs under this plan are summarized in Table 1.

2.1.1 EGLE Pre-Approved Activities

EGLE pre-approved activities include the preparation of environmental due diligence documents including a Phase I Environmental Site Assessment (ESA)/ Phase II ESA ($5,000) and a BEA ($10,000). The activities are pre-approved for use of local and state school tax increment revenues (TIR) without Work Plan approval.

2.1.2 Due Care Activities

Due care activities will include design/implementation of a vapor intrusion mitigation system to prevent unacceptable exposures to potential indoor air inhalation concerns for the new buildings ($80,000) and engineered barriers ($100,000) to prevent unacceptable exposure concerns to the general public related to known contaminants. Due care costs will include environmental consultant oversight and management. The total cost of the Due Care Activities is estimated at $180,000. It is anticipated that these costs will be reimbursed with local and state school TIR.

2.1.3 Site Preparation Activities

Site preparation costs that are anticipated on the eligible property include grading, cut and fill activities ($200,000). Soft costs anticipated on the Property are included in these estimates. The total costs for site preparation activities are anticipated to be $200,000. It is anticipated that these costs will be reimbursed with local and state school TIR.

2.1.4 Public Infrastructure Improvements

Public infrastructure costs that are anticipated on the eligible property include urban stormwater management systems ($110,000). Soft costs anticipated on the Property are expected to be $17,356. The total costs for public infrastructure improvements are anticipated to be $127,356. It is anticipated that these costs will be reimbursed with local and state school TIR.

2.1.5 Brownfield Plan/Work Plan Preparation

Preparation of the Brownfield Plan/Act 381 Work Plan is estimated to cost $10,000.

2.1.6 Brownfield Plan/Work Plan Implementation

Implementation of the Brownfield Plan/Act 381 Work Plan is estimated to cost $10,000.

2.1.7 Interest

Interest is not being reimbursed as part of the Brownfield Plan.

2.1.8 Contingency

A 15% contingency on future costs is included to cover unexpected cost overruns encountered during construction. The total contingency cost is anticipated at $102,600.

2.1.9 Authority Administration Cost

Eligible costs incurred by the Authority are included in this plan as an eligible expense at 10% of annual local tax increment capture per year. These expenses will be reimbursed with local tax increment revenues only and are estimated to total as much as $46,103.

2.2 Summary of Eligible Activities

Environmental Activities

Eligible environmental activities as defined by Act 381 related to this Project include pre-approved assessment activities, vapor intrusion mitigation system, engineered barriers and preparation/implementation of a Brownfield Plan/Act 381 Work plan. These costs will be reimbursed with local and state tax increment revenues.

Non-Environmental Activities

As the City of Marshall is a QLGU, additional non-environmental costs defined in Section 2(o)(ii) of Act 381 can be reimbursed through a Brownfield Plan. While all eligible non-environmental activities as defined by Act 381 are eligible, this plan is estimated to provide reimbursement of eligible public infrastructure improvements, site preparation and preparation/implementation of a Brownfield Plan/Act 381 Work Plan. These costs will be reimbursed with local and state tax increment revenues.

Authority Expenses

Eligible administrative costs incurred by the Authority are included as a flat fee of 10% of local tax capture. Administration expenses will be reimbursed with local tax increment revenues only.

Contingencies

A 15% contingency on future costs is included to cover unexpected cost overruns encountered during construction. The plan does not include a contingency on the preparation/implementation of the Brownfield Plan and pre-approved activities.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The initial taxable value will be the 2024 combined taxable value, $23,400. An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This Plan captures all available tax increment revenues, including real and personal property tax increment revenues.

The project is intended to start construction in 2025 and be completed in 2026. Tax increment revenue collection will start within five years of the adoption of this plan and is anticipated to begin as early as 2026.

Future taxable value estimates have been derived using the redevelopment information provided by the Developer and reviewing market comparables and a conversation with the City of Marshall assessor. After the completion of the project, the projected taxable value is estimated at $500,000. This Plan assumes a 2% annual increase in the taxable value of the eligible property. Reimbursements will be made on the actual tax increment that is realized. The estimated captured taxable value for this redevelopment by year and in aggregate for each taxing jurisdiction is depicted in tabular form (Table 2). Once eligible expenses are reimbursed, the Authority may capture up to five full years of the tax increment and deposit the revenues into an LBRF or an amount not to exceed the total cost of eligible activities. The plan also includes a flat fee of 10% of the local tax increment for administrative and operating expenses of the Authority. A summary of the estimated reimbursement schedule is presented in Table 3.

2.4 Method of Financing and Description of Advances Made by the Municipality

The eligible activities contemplated under this plan will be financed by the Developer, as outlined in this plan and the accompanying development and reimbursement agreement (Appendix 2). No advances from the City are anticipated at this time.

2.5 Maximum Amount of Note or Bonded Indebtedness

At this time, there are no plans by the Authority to incur indebtedness to support the development of this site, but such plans could be made in the future to assist in the development if the Authority so chooses.

2.6 Duration of Brownfield Plan

The Authority intends to begin the capture of tax increment as early as 2026. This plan will then remain in place for 24 years, or until the Developer eligible activities have been fully reimbursed and up to five full years of capture into the LBRF (not to exceed the cost of eligible activities or 30 years), whichever occurs sooner. An analysis showing the reimbursement schedule is attached in Table 3. Of the 24 total years, it is estimated that the Developer will be fully reimbursed in 20 years.

2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions is illustrated in detail in Table 2.

2.8 Legal Description, Property Map, Statement of Qualifying Characteristics, and Personal Property

A map showing eligible property dimensions is attached in Figure 2.

The legal descriptions for the parcels are as follows:

100 Page Street

Parcel ID No.: 53-002-560-00

MARSHALL CITY SEC 26 T2S-R6W BEG AT NE COR OF LOT 8 MARTIN & HATCH- S 230FT- ELY 256.75 FT PARL W/ INDUSTRIAL ROAD; TH N 38 DEG 56' E 155.72 FT- NWLY ALG PAGE ST ROW 376.87 FT TO POB. ...OR.....COM AT A PT ON W LN KALAMAZOO AVE 16.5 FT S OF THE S LN OF THE MICHIGAN CENTRAL RR MAIN LN ROW; TH NWLY ALG SLY LN OF RR ROW AND 16.5 FT DISTANT THEREFROM 325.1 FT TO A PT WHICH IS THE POB OF THIS DESCRIPTION;TH NWLY, ALG THE SLY LN OF THE RR ROW AND 16.5 FT DISTANT THEREFROM, 325.1 FT; TH S PAR WITH W LN OF KAZOO AVE, ALG THE BOUNDARY LN OF MARTIN AND HATCH ADDITION, ABOUT 230 FT TO AN IRON STAKE LOCATED ABOUT 6 FT N OF THE N

RAIL OF THE RR SIDETRACK IF PROLONGED; TH ELY, PAR WITH THE ABOVE MENTIONED SIDETRACK AND AT A DISTANCE OF 6 FT N OF THE N RAIL THEREOF, 306.65 FT TO AN IRON STAKE; TH N PAR WITH THE W LN OF KAZOO AVE 142 FT TO POB.SD PARCEL OF LAND BEING BOUNDED ON THE N BY AN ALLEY WAY, 1 ROD IN WDITH, ADJOINING THE RR MAIN LINE ROW; ON THE W BY E LN OF THE MARTIN ADN HATCH ADDITION; AND ON THE S BY THE RR SIDETRACK ROW, AND ADJACENT ON THE N BY THE PROPERTY OF THE LAMBER MACHINE COMPNAY; AND ON THE E BY THE BALANCE OF THE L.H. VAUGH AND BLAIR VAUGHN PROPERTY.EXCEPT A PARCEL DESCRIBED IN L722/P515 AS FOLLOWS:BEG AT A PT WHICH LIES DUE S 493.40 FT, DUE W 49.5 FT AND N 85 DEG 09' W, 306.65 FT FROM THE EAST 1/4 POSTOF SEC 26; TH N 85 DEG 09' W 50.35 FT; TH N 38 EG 56' E, 80.22 FT; TH S 00 DEG 13' E. 66.68 FT TO POB.ALSO, BEG AT A PT ON SLY LN OF PAGE ST, WHICH LIES DUE S 437.9 FT, DUE W 49.5 FT AND N 69 DEG 40 MIN E, 275.2 FT FROM E 1/4 POST OF SEC 26, T2S/R6W; TH S 38 DEG 56' W, 75.08 FT; TH N 00 DEG 13 MIN E, 75.5 FT; TH S 69 DEG 40' E, 50.0 FT TO POB.

500 Industrial Road

<u>Parcel ID No.: 53-002-552-01</u>

MARSHALL CITY SEC 26 T2S-R6 A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SEC 26, T2S, R6W, BEING A PROPERTY DESC AS: COM ON W LI KALAMAZOO AVE 132 FT N OF N LI INDUSTRIAL ROAD-WLY PAR INDUSTRIAL RD 297 FT TO PLACE OF BEG TH S 132 FT TO INDUSTRIAL RD TH WLY ALG INDUSTRIAL RD TO E LI LOT 1 MARTIN & HATCH N TO PT 17.8 FT N OF SE COR LOT 5 MARTIN & HATCH- ELY PAR TO INDUSTRIAL RD 256.75 FT TO A PT (BEING A PT S38 DEG 49' 08"W, 154.16 FT OF THE S LINE OF CONRAIL RR) TH S 84 DEG 46' 50" E, 60.10 FT TH S00 12' 31"W, 129.78 FT TO PL OF BEG. ALSO LOT 2 OF MARTIN & HATCH ADDITION2007LD-008 COMBINATION OF 002-552-00 AND 002-538-002007LD-009 SEE PARCEL 002-538-01 & 002-552-01

The property is located in the City of Marshall, a QLGU pursuant to Act 381. The property qualifies as “eligible property” under Act 381 on the basis of meeting the definition of “facility.” This Brownfield Plan does intend to capture tax increment revenues associated with personal property tax, if available.

2.9 Estimates of Residents and Displacement of Individuals/Families

There are no residents or families residing at this property, and thus no residents, families, or individuals will be displaced by the project.

2.10 Plan for Relocation of Displaced Persons

No persons reside on the eligible property. Therefore, this section is not applicable.

2.11 Provisions for Relocation Costs

No persons reside on the eligible property. Therefore, this section is not applicable.

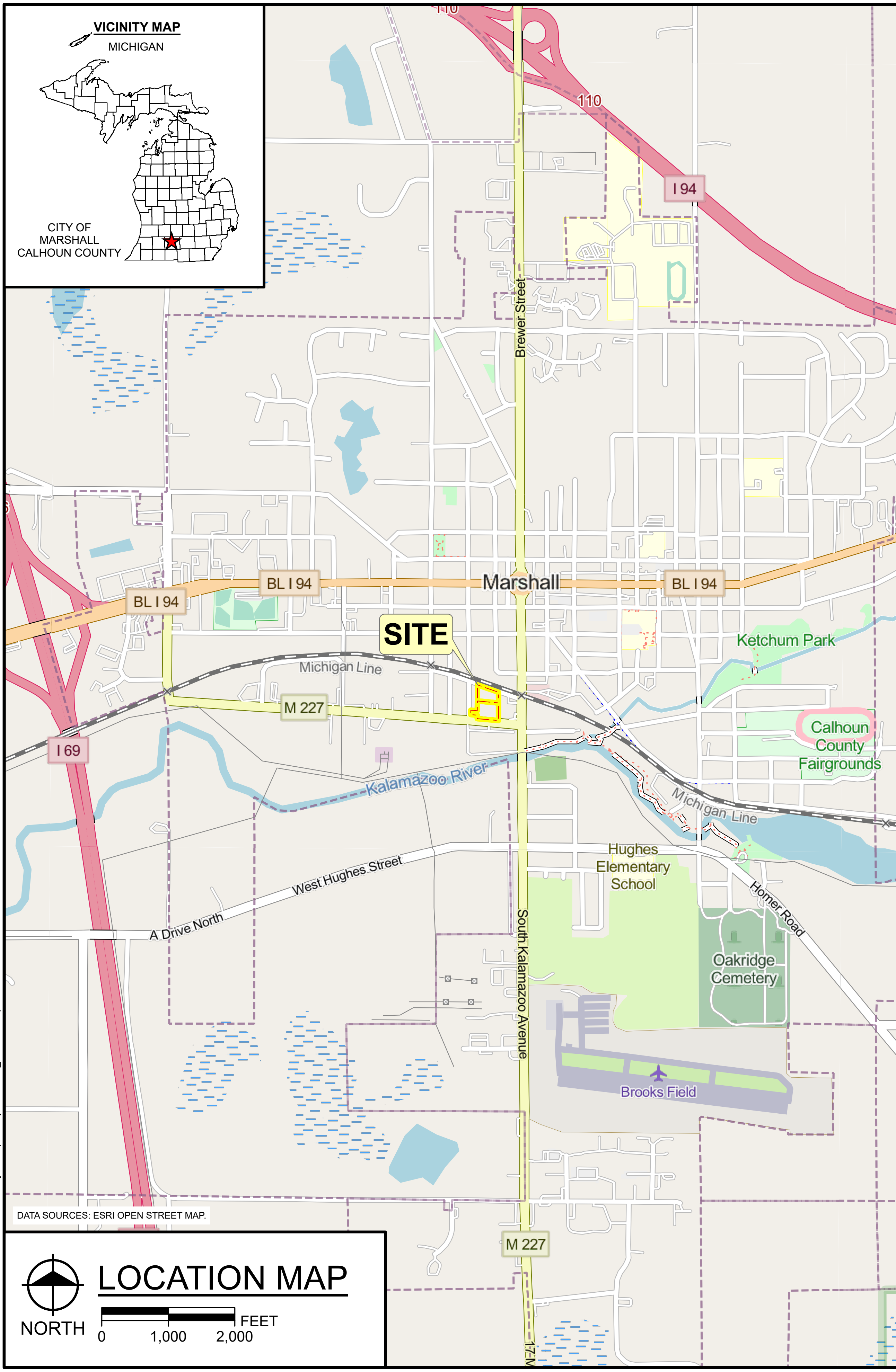
2.12 Strategy for Compliance with Michigan’s Relocation Assistance Law

No persons reside on the eligible property. Therefore, this section is not applicable.

2.13 Other Material that the Authority or Governing Body Considers Pertinent

The redevelopment project, as a whole, is anticipated to significantly increase the taxable value of the property, resulting in substantial new tax revenue for the community. This investment will also improve the aesthetic and environmental conditions of the property. It is anticipated that these activities may increase nearby property values and encourage additional private business investment opportunities near the redevelopment site.

Figures



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Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

100 Page St & 500 Industrial Rd

Marshall, Michigan

Baseline Environmental Assessment

PROJECT NO.
231250

FIGURE NO.
1

PLOT INFO: Z:\2023\231250\CAD\GIS\ProProj\BEA.aprx Layout: FIG01_Location Map Date: 8/7/2023 2:28 PM User: ahavens

LEGEND

Approximate Property Boundary

DATA SOURCES: MiSAIL IMAGERY.

SITE MAP

NORTH

0 50 100 FEET

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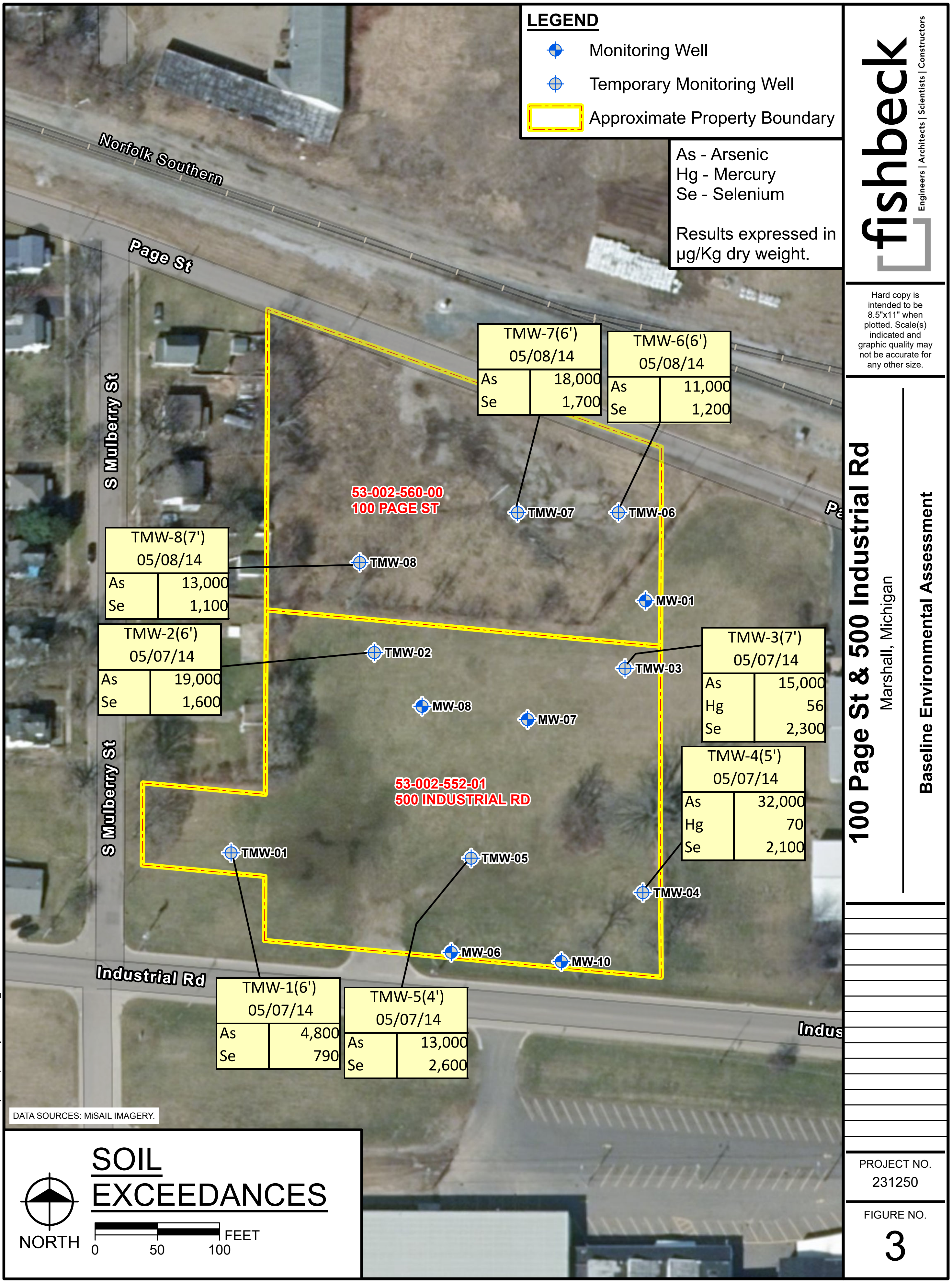
100 Page St & 500 Industrial Rd
Marshall, Michigan

Baseline Environmental Assessment

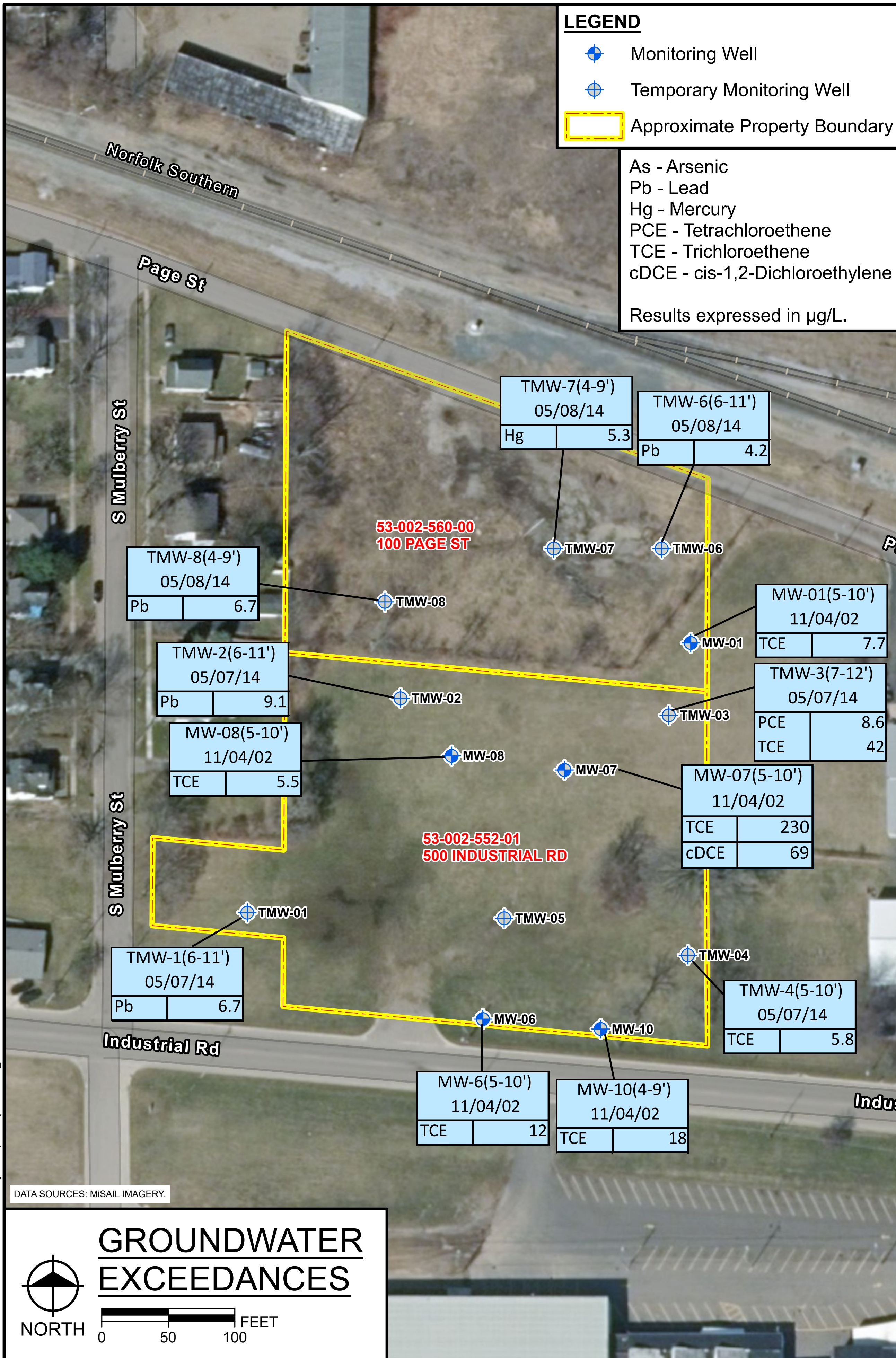
PROJECT NO.
231250

FIGURE NO.
2

PLOT INFO: Z:\2023\231250\CAD\GIS\ProProj\BEA.aprx Layout: FIG02_Site Map Date: 8/8/2023 10:06 AM User: ahavens



PLOT INFO: Z:\2023\231250\CAD\GIS\ProProj\BEA.aprx Layout: FIG03_Soil Exceedances Date: 8/17/2023 3:55 PM User: ahavens



LEGEND

- Monitoring Well
- Temporary Monitoring Well
- Approximate Property Boundary

As - Arsenic
Pb - Lead
Hg - Mercury
PCE - Tetrachloroethene
TCE - Trichloroethene
cDCE - cis-1,2-Dichloroethylene

Results expressed in µg/L.

GROUNDWATER EXCEEDANCES

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100 Page St & 500 Industrial Rd
Marshall, Michigan

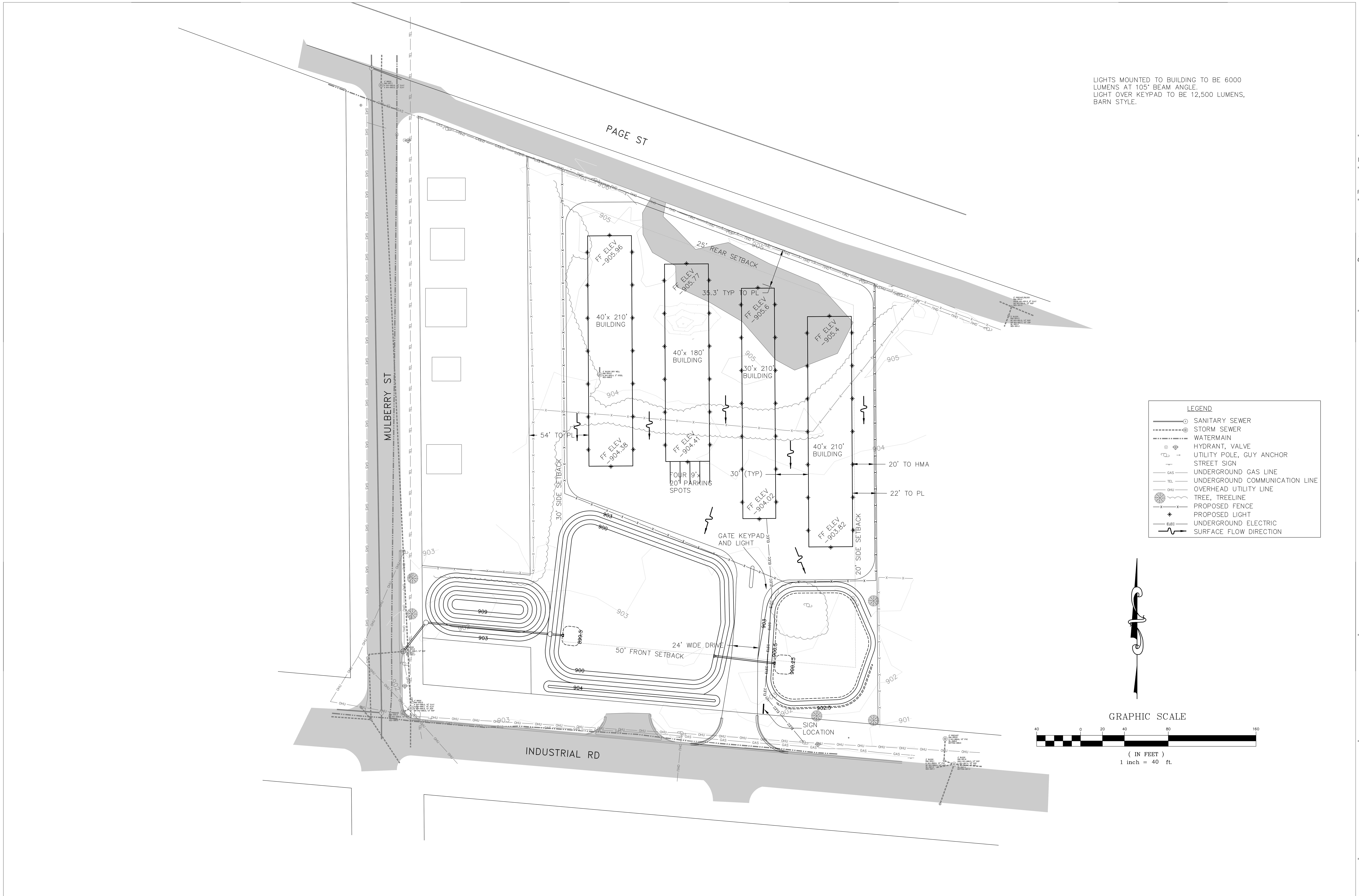
Baseline Environmental Assessment

PROJECT NO.
231250

FIGURE NO.
4

PLOT INFO: Z:\2023\231250\CAD\GIS\ProProj\BEA.aprx Layout: FIG04_Groundwater Exceedances Date: 8/17/2023 3:55 PM User: ahavens

LIGHTS MOUNTED TO BUILDING TO BE 6000 LUMENS AT 105' BEAM ANGLE.
LIGHT OVER KEYPAD TO BE 12,500 LUMENS, BARN STYLE.



Feb 07, 2024 4:24pm P:_2023\230604_Industrial Rd Storage Units Site Plan\DESIGN\04-Drawings\marshall plan.dwg

CEI
Civil Engineers Inc.
14250 Beadle Lk Rd
Suite 150
Battle Creek, MI
49014-7202
www.cei-bc.com
269-962-5127

JOB NO: 230604
DATE: 2/06/24

DRAWN BY: CDB
REVIEWED BY: RAR

OWNER

DON LOVELAND
5903 SOARING EAGLE WAY
BATTLE CREEK, MI 49014
254.423.2869
don@strongarm-drywall.com

INDUSTRIAL DR STORAGE SITE PLAN

SITE PLAN

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Date	Comment
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SHEET
3/6


MARSHALL


MARSHALL
SELF-STORAGE

Tables

Table 1 – Summary of Eligible Costs
Act 381 Brownfield Plan
500 Industrial Drive and 100 Page Street, Marshall, Michigan 49068

EGLE Eligible Activities Costs and Schedule

EGLE Eligible Activities	Cost
Pre-Approved Eligible Activities	$ 15,000
Phase I ESA/Phase II ESA	$ 5,000
Baseline Environmental Assessment	$ 10,000
Due Care	$ 180,000
Vapor Barriers	$ 80,000
Engineered Barriers	$ 100,000
EGLE Eligible Activities Subtotal	$ 195,000
Contingency (15%)	$ 27,000
Brownfield Plan/Work Plan Preparation	$ 5,000
Brownfield Plan/Work Plan Implementation	$ 5,000
EGLE Eligible Activities Total Costs	$ 232,000

MEDC Eligible Activities Costs and Schedule

MEDC Eligible Activities	Cost
Pubic Infrastructure Improvements	$ 127,356
Urban Storm Water Management	$ 110,000
Soft Costs (Engineering and Design, Survey)	$ 17,356
Site Preparation Activities	$ 200,000
Grading/Cut/Fill	$ 200,000
MEDC Eligible Activities Subtotal	$ 327,356
Contingency (15%)	$ 19,103
Interest Expense	$ -
Brownfield Plan/Work Plan Preparation	$ 5,000
Brownfield Plan/Work Plan Implementation	$ 5,000
MEDC Eligible Activities Total Costs	$ 356,459

Table 2 – Total Captured Incremental Taxes Schedule

Act 381 Brownfield Plan

500 Industrial Drive and 100 Page Street, Marshall, Michigan 49068I

Estimated Taxable Value (TV) Increase Rate: 2% increase per year

	Plan Year	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**17**
	Calendar Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
	*Base Taxable Value	$ 23,400	$ 23,400	$ 23,400	$ 23,400	$ 23,400	$ 23,400	$ 23,400	$ 23,400	$ 23,400	$ 23,400	$ 23,400	$ 23,400	$ 23,400	$ 23,400	$ 23,400	$ 23,400	$ 23,400
	Future Taxable Value	$ 500,000	$ 505,000	$ 510,050	$ 515,151	$ 520,302	$ 525,505	$ 530,760	$ 536,068	$ 541,428	$ 546,843	$ 552,311	$ 557,834	$ 563,413	$ 569,047	$ 574,737	$ 580,484	$ 586,289
	Incremental Difference (New TV - Base TV)	**$ 476,600**	**$ 481,600**	**$ 486,650**	**$ 491,751**	**$ 496,902**	**$ 502,105**	**$ 507,360**	**$ 512,668**	**$ 518,028**	**$ 523,443**	**$ 528,911**	**$ 534,434**	**$ 540,013**	**$ 545,647**	**$ 551,337**	**$ 557,084**	**$ 562,889**
School Capture	Millage Rate																	
State Education Tax (SET)	6.0000	$ 2,860	$ 2,890	$ 2,920	$ 2,951	$ 2,981	$ 3,013	$ 3,044	$ 3,076	$ 3,108	$ 3,141	$ 3,173	$ 3,207	$ 3,240	$ 3,274	$ 3,308	$ 3,343	$ 3,377
School Operating Tax	17.8292	$ 8,497	$ 8,587	$ 8,677	$ 8,768	$ 8,859	$ 8,952	$ 9,046	$ 9,140	$ 9,236	$ 9,333	$ 9,430	$ 9,529	$ 9,628	$ 9,728	$ 9,830	$ 9,932	$ 10,036
School Total	**23.8292**	**$ 11,357**	**$ 11,476**	**$ 11,596**	**$ 11,718**	**$ 11,841**	**$ 11,965**	**$ 12,090**	**$ 12,216**	**$ 12,344**	**$ 12,473**	**$ 12,604**	**$ 12,735**	**$ 12,868**	**$ 13,002**	**$ 13,138**	**$ 13,275**	**$ 13,413**
Local Capture	Millage Rate																	
City General	17.1629	$ 8,180	$ 8,266	$ 8,352	$ 8,440	$ 8,528	$ 8,618	$ 8,708	$ 8,799	$ 8,891	$ 8,984	$ 9,078	$ 9,172	$ 9,268	$ 9,365	$ 9,463	$ 9,561	$ 9,661
City Leaf/Brush	0.7376	$ 352	$ 355	$ 359	$ 363	$ 367	$ 370	$ 374	$ 378	$ 382	$ 386	$ 390	$ 394	$ 398	$ 402	$ 407	$ 411	$ 415
City Recreation	0.9020	$ 430	$ 434	$ 439	$ 444	$ 448	$ 453	$ 458	$ 462	$ 467	$ 472	$ 477	$ 482	$ 487	$ 492	$ 497	$ 502	$ 508
Dial-A-Ride	0.9020	$ 430	$ 434	$ 439	$ 444	$ 448	$ 453	$ 458	$ 462	$ 467	$ 472	$ 477	$ 482	$ 487	$ 492	$ 497	$ 502	$ 508
Library Operating	1.6499	$ 786	$ 795	$ 803	$ 811	$ 820	$ 828	$ 837	$ 846	$ 855	$ 864	$ 873	$ 882	$ 891	$ 900	$ 910	$ 919	$ 929
Calhoun ISD	3.0800	$ 1,468	$ 1,483	$ 1,499	$ 1,515	$ 1,530	$ 1,546	$ 1,563	$ 1,579	$ 1,596	$ 1,612	$ 1,629	$ 1,646	$ 1,663	$ 1,681	$ 1,698	$ 1,716	$ 1,734
K.C.C.	1.8050	$ 860	$ 869	$ 878	$ 888	$ 897	$ 906	$ 916	$ 925	$ 935	$ 945	$ 955	$ 965	$ 975	$ 985	$ 995	$ 1,006	$ 1,016
School Sinking Fund	0.4989	$ 238	$ 240	$ 243	$ 245	$ 248	$ 251	$ 253	$ 256	$ 258	$ 261	$ 264	$ 267	$ 269	$ 272	$ 275	$ 278	$ 281
County General	5.3692	$ 2,559	$ 2,586	$ 2,613	$ 2,640	$ 2,668	$ 2,696	$ 2,724	$ 2,753	$ 2,781	$ 2,810	$ 2,840	$ 2,869	$ 2,899	$ 2,930	$ 2,960	$ 2,991	$ 3,022
County Veterans	0.1000	$ 48	$ 48	$ 49	$ 49	$ 50	$ 50	$ 51	$ 51	$ 52	$ 52	$ 53	$ 53	$ 54	$ 55	$ 55	$ 56	$ 56
Medical Care	0.2482	$ 118	$ 120	$ 121	$ 122	$ 123	$ 125	$ 126	$ 127	$ 129	$ 130	$ 131	$ 133	$ 134	$ 135	$ 137	$ 138	$ 140
Senior Milage	0.7440	$ 355	$ 358	$ 362	$ 366	$ 370	$ 374	$ 377	$ 381	$ 385	$ 389	$ 394	$ 398	$ 402	$ 406	$ 410	$ 414	$ 419
Parks	0.1997	$ 95	$ 96	$ 97	$ 98	$ 99	$ 100	$ 101	$ 102	$ 103	$ 105	$ 106	$ 107	$ 108	$ 109	$ 110	$ 111	$ 112
County 911	0.9800	$ 467	$ 472	$ 477	$ 482	$ 487	$ 492	$ 497	$ 502	$ 508	$ 513	$ 518	$ 524	$ 529	$ 535	$ 540	$ 546	$ 552
Calhoun ISD	3.1146	$ 1,484	$ 1,500	$ 1,516	$ 1,532	$ 1,548	$ 1,564	$ 1,580	$ 1,597	$ 1,613	$ 1,630	$ 1,647	$ 1,665	$ 1,682	$ 1,699	$ 1,717	$ 1,735	$ 1,753
K.C.C.	1.8054	$ 860	$ 869	$ 879	$ 888	$ 897	$ 907	$ 916	$ 926	$ 935	$ 945	$ 955	$ 965	$ 975	$ 985	$ 995	$ 1,006	$ 1,016
School Sinking Fund	0.4944	$ 236	$ 238	$ 241	$ 243	$ 246	$ 248	$ 251	$ 253	$ 256	$ 259	$ 261	$ 264	$ 267	$ 270	$ 273	$ 275	$ 278
MSL Ambulance Authority	0.6908	$ 329	$ 333	$ 336	$ 340	$ 343	$ 347	$ 350	$ 354	$ 358	$ 362	$ 365	$ 369	$ 373	$ 377	$ 381	$ 385	$ 389
Local Total	**40.4846**	**$ 19,295**	**$ 19,497**	**$ 19,702**	**$ 19,908**	**$ 20,117**	**$ 20,328**	**$ 20,540**	**$ 20,755**	**$ 20,972**	**$ 21,191**	**$ 21,413**	**$ 21,636**	**$ 21,862**	**$ 22,090**	**$ 22,321**	**$ 22,553**	**$ 22,788**
Non-Capturable Millages	Millage Rate																	
City Road Debt	2.0000	$ 953	$ 963	$ 973	$ 984	$ 994	$ 1,004	$ 1,015	$ 1,025	$ 1,036	$ 1,047	$ 1,058	$ 1,069	$ 1,080	$ 1,091	$ 1,103	$ 1,114	$ 1,126
School Debt	6.0000	$ 2,860	$ 2,890	$ 2,920	$ 2,951	$ 2,981	$ 3,013	$ 3,044	$ 3,076	$ 3,108	$ 3,141	$ 3,173	$ 3,207	$ 3,240	$ 3,274	$ 3,308	$ 3,343	$ 3,377
Non-Capturable Total	**8.0000**	**$ 3,813**	**$ 3,853**	**$ 3,893**	**$ 3,934**	**$ 3,975**	**$ 4,017**	**$ 4,059**	**$ 4,101**	**$ 4,144**	**$ 4,188**	**$ 4,231**	**$ 4,275**	**$ 4,320**	**$ 4,365**	**$ 4,411**	**$ 4,457**	**$ 4,503**
	72.3138																	
Total Tax Increment Revenue (TIR) Available for Capture		$ 30,652	$ 30,974	$ 31,298	$ 31,626	$ 31,958	$ 32,292	$ 32,630	$ 32,972	$ 33,316	$ 33,665	$ 34,016	$ 34,371	$ 34,730	$ 35,093	$ 35,459	$ 35,828	$ 36,202

NOTES:

Table 2 – Total Captured Incremental Taxes Schedule

Act 381 Brownfield Plan

500 Industrial Drive and 100 Page Street, Marshall, Michigan 49068I

Estimated Taxable Value (TV) Increase Rate:

Plan Year		18	19	20	21	22	23	24	25	26	27	28	29	30	Totals
Calendar Year		2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	
*Base Taxable Value		$ 23,400	$ 23,400	$ 23,400	$ 23,400	$ 23,400	$ 23,400	$ 23,400	$ 23,400	$ 23,400	$ 23,400	$ 23,400	$ 23,400	$ 23,400	$ 23,400
Future Taxable Value		$ 592,152	$ 598,074	$ 604,054	$ 610,095	$ 616,196	$ 622,358	$ 628,582	$ 634,867	$ 641,216	$ 647,628	$ 654,104	$ 660,645	$ 667,252	$ 673,924
Incremental Difference (New TV - Base TV)		**$ 568,752**	**$ 574,674**	**$ 580,654**	**$ 586,695**	**$ 592,796**	**$ 598,958**	**$ 605,182**	**$ 611,467**	**$ 617,816**	**$ 624,228**	**$ 630,704**	**$ 637,245**	**$ 643,852**	**$ -**
School Capture	Millage Rate														
State Education Tax (SET)	6.0000	$ 3,413	$ 3,448	$ 3,484	$ 3,520	$ 3,557	$ 3,594	$ 3,631	$ 3,669	$ 3,707	$ 3,745	$ 3,784	$ 3,823	$ 3,863	$ 100,143
School Operating Tax	17.8292	$ 10,140	$ 10,246	$ 10,353	$ 10,460	$ 10,569	$ 10,679	$ 10,790	$ 10,902	$ 11,015	$ 11,129	$ 11,245	$ 11,362	$ 11,479	$ 297,577
School Total	**23.8292**	**$ 13,553**	**$ 13,694**	**$ 13,837**	**$ 13,980**	**$ 14,126**	**$ 14,273**	**$ 14,421**	**$ 14,571**	**$ 14,722**	**$ 14,875**	**$ 15,029**	**$ 15,185**	**$ 15,342**	**$ 397,720**
Local Capture	Millage Rate														
City General	17.1629	$ 9,761	$ 9,863	$ 9,966	$ 10,069	$ 10,174	$ 10,280	$ 10,387	$ 10,495	$ 10,604	$ 10,714	$ 10,825	$ 10,937	$ 11,050	$ 286,456
City Leaf/Brush	0.7376	$ 420	$ 424	$ 428	$ 433	$ 437	$ 442	$ 446	$ 451	$ 456	$ 460	$ 465	$ 470	$ 475	$ 12,311
City Recreation	0.9020	$ 513	$ 518	$ 524	$ 529	$ 535	$ 540	$ 546	$ 552	$ 557	$ 563	$ 569	$ 575	$ 581	$ 15,055
Dial-A-Ride	0.9020	$ 513	$ 518	$ 524	$ 529	$ 535	$ 540	$ 546	$ 552	$ 557	$ 563	$ 569	$ 575	$ 581	$ 15,055
Library Operating	1.6499	$ 938	$ 948	$ 958	$ 968	$ 978	$ 988	$ 998	$ 1,009	$ 1,019	$ 1,030	$ 1,041	$ 1,051	$ 1,062	$ 27,538
Calhoun ISD	3.0800	$ 1,752	$ 1,770	$ 1,788	$ 1,807	$ 1,826	$ 1,845	$ 1,864	$ 1,883	$ 1,903	$ 1,923	$ 1,943	$ 1,963	$ 1,983	$ 51,407
K.C.C.	1.8050	$ 1,027	$ 1,037	$ 1,048	$ 1,059	$ 1,070	$ 1,081	$ 1,092	$ 1,104	$ 1,115	$ 1,127	$ 1,138	$ 1,150	$ 1,162	$ 30,126
School Sinking Fund	0.4989	$ 284	$ 287	$ 290	$ 293	$ 296	$ 299	$ 302	$ 305	$ 308	$ 311	$ 315	$ 318	$ 321	$ 8,327
County General	5.3692	$ 3,054	$ 3,086	$ 3,118	$ 3,150	$ 3,183	$ 3,216	$ 3,249	$ 3,283	$ 3,317	$ 3,352	$ 3,386	$ 3,421	$ 3,457	$ 89,614
County Veterans	0.1000	$ 57	$ 57	$ 58	$ 59	$ 59	$ 60	$ 61	$ 61	$ 62	$ 62	$ 63	$ 64	$ 64	$ 1,669
Medical Care	0.2482	$ 141	$ 143	$ 144	$ 146	$ 147	$ 149	$ 150	$ 152	$ 153	$ 155	$ 157	$ 158	$ 160	$ 4,143
Senior Milage	0.7440	$ 423	$ 428	$ 432	$ 437	$ 441	$ 446	$ 450	$ 455	$ 460	$ 464	$ 469	$ 474	$ 479	$ 12,418
Parks	0.1997	$ 114	$ 115	$ 116	$ 117	$ 118	$ 120	$ 121	$ 122	$ 123	$ 125	$ 126	$ 127	$ 129	$ 3,333
County 911	0.9800	$ 557	$ 563	$ 569	$ 575	$ 581	$ 587	$ 593	$ 599	$ 605	$ 612	$ 618	$ 625	$ 631	$ 16,357
Calhoun ISD	3.1146	$ 1,771	$ 1,790	$ 1,809	$ 1,827	$ 1,846	$ 1,866	$ 1,885	$ 1,904	$ 1,924	$ 1,944	$ 1,964	$ 1,985	$ 2,005	$ 51,984
K.C.C.	1.8054	$ 1,027	$ 1,038	$ 1,048	$ 1,059	$ 1,070	$ 1,081	$ 1,093	$ 1,104	$ 1,115	$ 1,127	$ 1,139	$ 1,150	$ 1,162	$ 30,133
School Sinking Fund	0.4944	$ 281	$ 284	$ 287	$ 290	$ 293	$ 296	$ 299	$ 302	$ 305	$ 309	$ 312	$ 315	$ 318	$ 8,252
MSL Ambulance Authority	0.6908	$ 393	$ 397	$ 401	$ 405	$ 410	$ 414	$ 418	$ 422	$ 427	$ 431	$ 436	$ 440	$ 445	$ 11,530
Local Total	**40.4846**	**$ 23,026**	**$ 23,265**	**$ 23,508**	**$ 23,752**	**$ 23,999**	**$ 24,249**	**$ 24,501**	**$ 24,755**	**$ 25,012**	**$ 25,272**	**$ 25,534**	**$ 25,799**	**$ 26,066**	**$ 675,706**
Non-Capturable Millages	Millage Rate														
City Road Debt	2.0000	$ 1,138	$ 1,149	$ 1,161	$ 1,173	$ 1,186	$ 1,198	$ 1,210	$ 1,223	$ 1,236	$ 1,248	$ 1,261	$ 1,274	$ 1,288	$ 33,381
School Debt	6.0000	$ 3,413	$ 3,448	$ 3,484	$ 3,520	$ 3,557	$ 3,594	$ 3,631	$ 3,669	$ 3,707	$ 3,745	$ 3,784	$ 3,823	$ 3,863	$ 100,143
Non-Capturable Total	**8.0000**	**$ 4,550**	**$ 4,597**	**$ 4,645**	**$ 4,694**	**$ 4,742**	**$ 4,792**	**$ 4,841**	**$ 4,892**	**$ 4,943**	**$ 4,994**	**$ 5,046**	**$ 5,098**	**$ 5,151**	**$ 133,524**
	72.3138														
Total Tax Increment Revenue (TIR) Available for Capture		$ 36,579	$ 36,959	$ 37,344	$ 37,733	$ 38,125	$ 38,521	$ 38,922	$ 39,326	$ 39,734	$ 40,146	$ 40,563	$ 40,984	$ 41,409	**$ 1,073,426**

NOTES:

Table 3 – Estimated Reimbursement Schedule

Act 381 Brownfield Plan

500 Industrial Drive and 100 Page Street, Marshall, Michigan 49068

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	37.1%	$ 218,033	$ -	$ 218,033
Local	62.9%	$ 370,427	$ -	$ 370,427
TOTAL				
EGLE	39.4%	$ 232,000	$ -	$ 232,000
MEDC	60.6%	$ 356,459	$ -	$ 356,459
MSHDA	0.0%	$ -	$ -	$ -

Estimated Total Years of Plan:	24 (including 5 years of LBRF Capture)

Estimated Capture		
Administrative Fees	$	52,327
State Brownfield Redevelopment Fund	$	38,775
Local Brownfield Revolving Fund	$	151,703

	Beginning Balance	1	2	3	4	5	6	7	8	9	10	11	12
		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Total State Incremental Revenue		$ 11,357	$ 11,476	$ 11,596	$ 11,718	$ 11,841	$ 11,965	$ 12,090	$ 12,216	$ 12,344	$ 12,473	$ 12,604	$ 12,735
State Brownfield Redevelopment Fund (50% of SET)		$ 1,430	$ 1,445	$ 1,460	$ 1,475	$ 1,491	$ 1,506	$ 1,522	$ 1,538	$ 1,554	$ 1,570	$ 1,587	$ 1,603
State TIR Available for Reimbursement		**$ 9,927**	**$ 10,031**	**$ 10,137**	**$ 10,243**	**$ 10,350**	**$ 10,458**	**$ 10,568**	**$ 10,678**	**$ 10,790**	**$ 10,903**	**$ 11,017**	**$ 11,132**
Total Local Incremental Revenue		$ 19,295	$ 19,497	$ 19,702	$ 19,908	$ 20,117	$ 20,328	$ 20,540	$ 20,755	$ 20,972	$ 21,191	$ 21,413	$ 21,636
BRA Administrative Fee (10%)		$ 1,929	$ 1,950	$ 1,970	$ 1,991	$ 2,012	$ 2,033	$ 2,054	$ 2,076	$ 2,097	$ 2,119	$ 2,141	$ 2,164
Local TIR Available for Reimbursement		**$ 17,365**	**$ 17,548**	**$ 17,732**	**$ 17,917**	**$ 18,105**	**$ 18,295**	**$ 18,486**	**$ 18,680**	**$ 18,875**	**$ 19,072**	**$ 19,271**	**$ 19,473**
Total State & Local TIR Available		**$ 27,293**	**$ 27,579**	**$ 27,868**	**$ 28,160**	**$ 28,455**	**$ 28,753**	**$ 29,054**	**$ 29,358**	**$ 29,665**	**$ 29,975**	**$ 30,288**	**$ 30,605**
DEVELOPER													
Reimbursement Balance	***$ 588,459***	***$ 561,167***	***$ 533,588***	***$ 505,720***	***$ 477,559***	***$ 449,104***	***$ 420,351***	***$ 391,297***	***$ 361,939***	***$ 332,274***	***$ 302,298***	***$ 272,010***	***$ 241,406***
EGLE Environmental Costs	$ 232,000	$ 232,000	$ 221,240	$ 210,367	$ 199,380	$ 188,278	$ 177,059	$ 165,723	$ 154,269	$ 142,694	$ 130,999	$ 119,181	$ 107,240
State Tax Reimbursement	$ 85,959	$ 3,914	$ 3,955	$ 3,996	$ 4,038	$ 4,081	$ 4,123	$ 4,166	$ 4,210	$ 4,254	$ 4,298	$ 4,343	$ 4,389
Local Tax Reimbursement	$ 146,041	$ 6,846	$ 6,918	$ 6,991	$ 7,064	$ 7,138	$ 7,213	$ 7,288	$ 7,364	$ 7,441	$ 7,519	$ 7,598	$ 7,677
Total EGLE Reimbursement Balance		$ 221,240	$ 210,367	$ 199,380	$ 188,278	$ 177,059	$ 165,723	$ 154,269	$ 142,694	$ 130,999	$ 119,181	$ 107,240	$ 95,174
MEDC Non-Environmental Costs	$ 356,459	$ 356,459	$ 339,927	$ 323,221	$ 306,340	$ 289,282	$ 272,045	$ 254,628	$ 237,028	$ 219,244	$ 201,275	$ 183,117	$ 164,770
State Tax Reimbursement	$ 132,073	$ 6,013	$ 6,076	$ 6,140	$ 6,205	$ 6,270	$ 6,335	$ 6,402	$ 6,468	$ 6,536	$ 6,604	$ 6,673	$ 6,743
Local Tax Reimbursement	$ 224,386	$ 10,519	$ 10,629	$ 10,741	$ 10,854	$ 10,967	$ 11,082	$ 11,198	$ 11,315	$ 11,434	$ 11,553	$ 11,674	$ 11,796
Total MEDC Reimbursement Balance		$ 339,927	$ 323,221	$ 306,340	$ 289,282	$ 272,045	$ 254,628	$ 237,028	$ 219,244	$ 201,275	$ 183,117	$ 164,770	$ 146,231
Total Annual Developer Reimbursement		$ 27,293	$ 27,579	$ 27,868	$ 28,160	$ 28,455	$ 28,753	$ 29,054	$ 29,358	$ 29,665	$ 29,975	$ 30,288	$ 30,605
LOCAL BROWNFIELD REVOLVING FUND													
LBRF Deposits *		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State Tax Capture		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local Tax Capture		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total LBRF Capture		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

	13	14	15	16	17	18	19	20	21	22	23	24	
	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	TOTAL
Total State Incremental Revenue	$ 12,868	$ 13,002	$ 13,138	$ 13,275	$ 13,413	$ 13,553	$ 13,694	$ 13,837	$ 13,980	$ 14,126	$ 14,273	$ 14,421	$ 397,720
State Brownfield Redevelopment Fund (50% of SET)	$ 1,620	$ 1,637	$ 1,654	$ 1,671	$ 1,689	$ 1,706	$ 1,724	$ 1,742	$ 1,760	$ 1,778	$ 1,797	$ 1,816	$ 38,775
State TIR Available for Reimbursement	**$ 11,248**	**$ 11,365**	**$ 11,484**	**$ 11,604**	**$ 11,725**	**$ 11,847**	**$ 11,970**	**$ 12,095**	**$ 12,220**	**$ 12,347**	**$ 12,476**	**$ 12,605**	**$ 269,220**
Total Local Incremental Revenue	$ 21,862	$ 22,090	$ 22,321	$ 22,553	$ 22,788	$ 23,026	$ 23,265	$ 23,508	$ 23,752	$ 23,999	$ 24,249	$ 24,501	$ 523,269
BRA Administrative Fee (10%)	$ 2,186	$ 2,209	$ 2,232	$ 2,255	$ 2,279	$ 2,303	$ 2,327	$ 2,351	$ 2,375	$ 2,400	$ 2,425	$ 2,450	$ 52,327
Local TIR Available for Reimbursement	**$ 19,676**	**$ 19,881**	**$ 20,089**	**$ 20,298**	**$ 20,510**	**$ 20,723**	**$ 20,939**	**$ 21,157**	**$ 21,377**	**$ 21,599**	**$ 21,824**	**$ 22,050**	**$ 470,942**
Total State & Local TIR Available	**$ 30,924**	**$ 31,247**	**$ 31,573**	**$ 31,902**	**$ 32,234**	**$ 32,570**	**$ 32,909**	**$ 33,251**	**$ 33,597**	**$ 33,947**	**$ 34,300**	**$ 34,656**	**$ 740,162**
DEVELOPER													
Reimbursement Balance	***$ 210,482***	***$ 179,235***	***$ 147,662***	***$ 115,761***	***$ 83,527***	***$ 50,957***	***$ 18,048***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ 0***	***$ -***
EGLE Environmental Costs	$ 95,174	$ 82,982	$ 70,663	$ 58,216	$ 45,639	$ 32,930	$ 20,090	$ 7,115					$ -
State Tax Reimbursement	$ 4,435	$ 4,481	$ 4,528	$ 4,575	$ 4,622	$ 4,671	$ 4,719	$ 4,768					$ 86,566
Local Tax Reimbursement	$ 7,757	$ 7,838	$ 7,920	$ 8,002	$ 8,086	$ 8,170	$ 8,255	$ 2,347					$ 145,434
Total EGLE Reimbursement Balance	$ 82,982	$ 70,663	$ 58,216	$ 45,639	$ 32,930	$ 20,090	$ 7,115	$ -					$ 232,000
MEDC Non-Environmental Costs	$ 146,231	$ 127,499	$ 108,572	$ 89,447	$ 70,122	$ 50,596	$ 30,867	$ 10,933					$ -
State Tax Reimbursement	$ 6,813	$ 6,885	$ 6,956	$ 7,029	$ 7,102	$ 7,176	$ 7,251	$ 7,326					$ 133,005
Local Tax Reimbursement	$ 11,919	$ 12,043	$ 12,169	$ 12,296	$ 12,424	$ 12,553	$ 12,684	$ 3,606					$ 223,454
Total MEDC Reimbursement Balance	$ 127,499	$ 108,572	$ 89,447	$ 70,122	$ 50,596	$ 30,867	$ 10,933	$ -					$ 356,459
Total Annual Developer Reimbursement	$ 30,924	$ 31,247	$ 31,573	$ 31,902	$ 32,234	$ 32,570	$ 32,909	$ 18,048	$ -	$ -	$ -	$ -	**$ 588,459**
LOCAL BROWNFIELD REVOLVING FUND													
LBRF Deposits *	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 151,703**
State Tax Capture	$ -							$ -	$ 12,220	$ 12,347	$ 12,476	$ 12,605	$ 49,649
Local Tax Capture	$ -							$ 15,203	$ 21,377	$ 21,599	$ 21,824	$ 22,050	$ 102,054
Total LBRF Capture	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from state and local TIR.

Appendix 1

NOT APPLICABLE

Appendix 2

BROWNFIELD PLAN DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS BROWNFIELD PLAN DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "Agreement"), is entered into on ______________, 2024, between the **CITY OF MARSHALL BROWNFIELD REDEVELOPMENT AUTHORITY,** a Michigan public body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended, MCL 125.2651 et seq. ("Act 381"), whose address is 323 West Michigan Avenue, Marshall, Michigan 49068 (the "Authority"), and **BUILDING BETTER SPACES, LLC,** a Michigan limited liability company, whose address is 119 Marshall Street, Battle Creek, Michigan 49014 (the "Developer").

RECITALS

A. The Authority, and the City of Marshall (the "City"), have determined that brownfield redevelopment constitutes the performance of an essential public purpose which protects and promotes the public health, safety and welfare.

B. The City has established a Brownfield Redevelopment Authority and the Authority, and the City have adopted a Brownfield Plan specifically for this site (the "Plan"), pursuant to the provisions of Act 381.

C. The Authority and the City have designated certain properties that have conditions of environmental contamination, blight or obsolescence as appropriate sites for creating a Plan.

D. Act 381 permits the use of the real and personal property tax revenues generated from the increase in value (the "Increment") to brownfield sites constituting Eligible Property under Act 381 resulting from their redevelopment to pay or reimburse the payment of costs of conducting Eligible Activities (these costs are referred to as "Eligible Costs") and permits the reimbursement to Developer of Eligible Costs it has incurred.

E. Developer currently owns property in the City commonly known as 100 Page Street and 500 Industrial Road, Marshall, Michigan 49068, Parcel Numbers 53-002-552-01 & 53-002-560-00

F. The Property has been included in the Plan and qualified as an "Eligible Property" under the terms of Act 381.

G. Developer intends to redevelop the Property, which is a facility, into a commercial storage units business. The total capital investment on the project is expected to be approximately $1.27 million. Commencement of construction of the project is intended to begin within six-eight months of the Effective Date of this Agreement and be completed within 24 months thereafter (Together, this description constitutes the “Project”).

H. The Project will require the Developer to incur Eligible Costs associated with certain Eligible Activities including environmental response activities, site preparation activities, public infrastructure improvements. Brownfield Plan/Work Plan preparation and contingency and which may require the services of various contractors, engineers, environmental consultants, attorneys and other professionals. The Developer's Eligible Costs shall not exceed $588,459, over a period of not-to-exceed 20 years and/or actual expenses incurred and documented to the Authority’s satisfaction.

I. The parties are entering into this Agreement to establish the procedure for the reimbursement from Tax Increment Revenues under Act 381 as amended.

J. The obligation of Developer to develop the Project on the Property is contingent upon Developer’s ability to secure the following:

- Developer shall have obtained all necessary governmental and quasi-governmental approvals needed to develop the Property and permit the use of the Property for the Project, including, for example and not limitation, a special use permit, site plan approvals, zoning variances and/or rezoning, building permits, and any and all other permits, consents and final approvals and authorizations necessary to develop, construct and utilize the Property for the Project.

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth herein, the parties agree as follows:

1. Recitals. The above recitals are acknowledged as true and correct, and are incorporated by reference into this Paragraph.

2. The Plan. The Plan, approved by the Authority and the Marshall City Council, is attached as Exhibit B and incorporated as part of this Agreement. To the extent provisions of the Plan or this Agreement conflict with Act 381, Act 381 controls.

3. Term of Agreement. Pursuant to the Plan and this Agreement, the Authority agrees it shall capture and reimburse the Developer that amount of Tax Increment Revenues generated from real and personal property taxes allowed by law on the Eligible Property. At any time after the completion of the Project, Developer may give to the Authority written notice directing the Authority to commence the capture of such Tax Increment Revenues (the "Capture Commencement Notice"). Completion of the Project shall be deemed achieved once a final certificate of occupancy is obtained for the Project. Capture will begin in the first full year after Developer's delivery of the Capture Commencement Notice, and will continue until the earlier of:

3.1. Full reimbursement to the Authority of its Administrative Costs, plus reimbursement to the Developer of the Property as outlined in the Plan, including reimbursement of Eligible Costs for those Eligible Activities set forth in Paragraph 5, plus an additional amount captured by the Authority for an additional five full years of tax capture ("Additional Authority Amount") such Additional Authority Amount to be designated for the Local Brownfield Revolving Fund "Local Fund"; or

3.2. Up to 24 full years following the commencement of the reimbursement to the Developer of the Property as outlined in the Plan. With five of the 24 years designated for Local Brownfield Revolving Fund (LBRF) capture only.

4. Evidence of Ownership. Not later than the date of delivery of the Capture Commencement Notice, Developer shall provide to the Authority each of the following: (a) evidence satisfactory to the Authority that the Developer has acquired fee simple title to the Property, which evidence shall include (without limitation) a copy of a recorded deed to the Property in favor of the Developer; and (b) a copy of a commitment for owner's title insurance with respect to the Property (the "Commitment"), which Commitment shall show the Developer as record owner of the Property, and shall otherwise be in form and reasonably substance satisfactory to the Authority.

5. Eligible Activities. The Developer shall diligently pursue completion of the Eligible Activities summarized in the Plan and set forth in this Paragraph. The Authority shall, in accordance with the terms of this Agreement, reimburse the Developer for Eligible Costs incurred on or after the date of the inclusion of this Project in the Plan. For purposes of this Agreement, "Eligible Costs" means costs incurred in conducting Eligible Activities including environmental due diligence and due care activities, site assessment and baseline environmental assessment activities, public infrastructure, site preparation, Brownfield Plan/Work Plan Preparation, and a contingency amount, and which may require the services of various contractors, engineers, environmental consultants, attorneys and other professionals, and/or any other Eligible Activities permitted under Act 381 and summarized in the Plan.

6. Reimbursement Source. During the term of this Agreement and except as otherwise set forth in this Agreement, the Authority shall reimburse the Developer for its Eligible Costs, in accordance with the process herein, and as limited under this Agreement, from all available (actually captured) Tax Increment Revenues collected from the real and personal property taxes on the Property.

7. Reimbursement Process.

7.1. Cost Reimbursement Request. Before December 31 of the year Developer provides the Capture Commencement Notice (and in no event more than two (2) years following the Completion Date (any submittal occurring after that two (2) year period being a ("Late Submittal"), the Developer will provide sufficient documentation of the Eligible Costs incurred including the dates of each Eligible Activity, a complete description of the work, proof of payment, detailed invoices for the costs involved for each Eligible Activity, sworn statements, lien waivers from Developer's general contractor (to include verification that all applicable subcontractors were paid in full) and other back up documentation reasonably requested by the Authority; a written statement certifying to the Authority that all such costs are Eligible Costs; and a final certificate of occupancy to document completion of the Project or such other certificate as is required under any tenant lease for the applicable portion of the Project in order for Developer to turnover such space to its tenant. The information and documentation described in the preceding sentence comprise the "Completed Request".

Failure to provide the above noted information when due, or within the time permitted by the Authority under Paragraph 7.1, shall not extend the term of the Agreement and consequently may result in foregone reimbursement, to the Developer by the Authority, for Eligible Costs.

7.2. Authority Staff Review. The Authority Staff shall review each reimbursement request within 30 days after receiving it. If Authority Staff determines that the documentation submitted by the Developer is not a Completed Request, then Developer shall reasonably cooperate in the Authority's review by providing, within 30 days of the Authority's written request, any additional documentation of the Eligible Costs as is reasonable and necessary by the Authority in order to complete its review. Within 45 days following the receipt of such supplemental information, the Authority shall make the determination of whether the costs are eligible for reimbursement with the Authority and Developer agreeing, in general, that the Eligible Costs as defined in the Plan are eligible for reimbursement and so long as such Eligible Costs are documented sufficiently to the Authority, the Authority will not unreasonably withhold its approval of the Developer's reimbursement request.. If the Developer wishes to challenge that determination, it shall provide written notice to the Authority within 15 days of the Authority Staff's written determination, and the issue shall be brought to the Authority within 45 days thereafter for its determination. The Developer shall not be entitled to any claim or cause of action for consequential damages against the Authority as a result of any determinations made in good faith regarding whether or not any cost submitted by the Developer constitutes an "Eligible Cost," and hereby grants the City and the Authority and their respective officers, agents and employees, a complete release and waiver of any such claims or causes of action as a result of the foregoing. Any dispute arising out of a request for reimbursement shall not affect Developer's right to receive reimbursements as to the undisputed portions of the Completed Request.

7.3. Reimbursement. Before July 31 of the year after Developer delivers a Capture Commencement Notice (and as property taxes are received each subsequent year) after both the summer and winter taxes are captured and collected on the Property, the Authority shall reimburse its Administrative Costs and pay approved Eligible Costs to the Developer from Tax Increment Revenues that are generated from the Property in accordance with the Plan and Paragraph 7 to the extent that taxes have been captured and are available in that fiscal year. The Authority shall receive ten (10) percent of Tax Increment Revenues each year until its Administrative Costs are fully reimbursed, unless a lower percentage is otherwise designated by the Authority.

In the event that there are insufficient Tax Increment Revenues available in any given year to reimburse all of Developer's Eligible Costs, as described in Paragraph 5, then the Authority shall reimburse the Authority or Developer only from available Tax Increment Revenues. The Authority shall make additional payments, on an annual basis as property taxes are received, toward the Developer's remaining unpaid Eligible Costs during the term of this Agreement. Except as otherwise provided in this Agreement, the Developer shall not be entitled to receive any interest on amounts for which reimbursement is requested under this Agreement. The Developer shall not be entitled to reimbursement under this Agreement unless all real and personal property taxes have been timely and completely paid, including all penalties, interest and other amounts due in relation thereto when due. For purposes of this Agreement, to be timely paid, taxes must be paid before the date on which they can no longer be paid without penalties or interest. The repayment obligation under this Agreement shall expire upon the earlier of the full payment by the Authority to the Developer of all amounts due to the Developer from the Tax Increment Revenues or up to 14 full years from the beginning of Tax Increment Revenue capture. Notwithstanding anything herein to the contrary, if there is a reduction of the Tax Increment Revenue capture for the Project from that projected, then the Authority shall, in good faith, upon request from the Developer to extend the term of this Agreement and/or the capture and reimbursement term to allow for the full reimbursement to Developer for all of the Developer's Eligible Costs.

7.4. Method of Reimbursement. The Authority will reimburse the Developer for Eligible Costs as follows:

Checks shall be payable to and delivered by certified mail (or through electronic transfer if available through Developer) to:

Building Better Spaces, LLC
119 Marshall Street
Battle Creek, MI 49014

8. Adjustments. The parties acknowledge that adjustments regarding the amount of Tax Increment Revenue paid to the Developer may occur under any of the following circumstances:

8.1. Audit or Court Ruling: In the event that a state agency of competent jurisdiction conducting an audit of payments made to the Developer under this Agreement or a court of competent jurisdiction determines that any portion of the payments made to the Developer under this Agreement is unlawful, the Developer shall pay back to the Authority that portion of the payments made to the Developer within 30 days of the determination made by a state agency or the court as the case may be. However, the Developer shall have the right, before any such repayment is made, to appeal on its or the Authority's behalf, any such determination made by a state agency or court as the case may be. If the Developer is unsuccessful in such an appeal, the Developer shall repay the portion of payments found to be unlawful to the Authority within thirty (30) days of the date when the final determination is made on the appeal. The Developer shall be responsible for payment of all of the City's and Authority's legal fees associated with any determination of whether a cost for which reimbursement is requested constitutes an "Eligible Cost" and all of the City's and Authority's legal fees associated with the review or determination of such issues by any state agency or court.

8.2. Property Tax Appeal: In the event the Developer, or any subsequent owner of real estate on the Property, files an appeal related to the taxable value of parcels of property included in the Brownfield Plan, the Authority shall do the following:

(a) The Authority will continue to make the Tax Increment Financing Reimbursement payments based upon its taxing authorities assessment of the real property taxes for the Project;

(b) Once any tax appeals are adjudicated, the Authority will make adjusted payments pursuant to Section 8.3 of this Agreement.

8.3. Reduction of Property Assessments. If the Authority (i) incurs Administrative Costs on behalf of the Developer with respect to the Project, Site or Application and (ii) the Developer initiates, participates in or supports any proceeding or process which results in a reduction of the tax increment capture for the Project from that projected and along the same term as contained within the Plan, then the provisions under Paragraph 3 will require a redetermination recalculation regarding the amount of Tax Increment Revenues that the Authority previously paid to Developer (the excess amount determined to have been paid is the "Excess Amount") as a result of such lower assessments. If that amount is less than the actual amount of Tax Increment Revenues that the Authority has already paid to the Developer, the Excess Amount shall be offset against future reimbursements to Developer of Eligible Costs.

9. Responsibilities of Developer. In consideration of the inclusion of the Property into the Plan and the resulting financial benefits, which it expects to receive, and the Authority's commitments to capture of Tax Increment Revenue and to assist the Developer in the Project, Developer agrees to the following:

9.1. Project. At its sole expense, the Developer shall use its best efforts to conduct the activities described in the Plan and to construct the Project. Notwithstanding anything herein to the contrary, the Developer's obligation to commence construction of the Project shall be subject to Developer's determination, in its business discretion, that the Project is viable. The total capital investment on all phases of the project is expected to be approximately $4.9 million. Subject to matters beyond the reasonable control of the Developer (e.g., war, acts of God, failure to obtain governmental approvals, governmental restrictions, exceptional health concerns for which a "stay at home" or "shelter in place" order is issued by an applicable governmental authority, etc. and any other delays due to war, terrorism, lock-out, fire, or other casualty, unavailability of materials, unanticipated construction delay, acts or omission of governmental authorities, severe weather, or other causes beyond the reasonable control of Developer and its contractors) (collectively "Force Majeure" events), the Developer shall commence construction of the Project within a commercially reasonable time after the date that Developer secures all necessary approvals, authorizations, permits and entitlements for the Project and otherwise satisfies all requirements of Developer's lenders or other financing parties for the Project (collectively, the "Approvals", and such date on which Developer is required to commence construction being the "Commencement Date"). Subject to Force Majeure, the Developer shall use commercially reasonable efforts to substantially complete the Project to the point of obtaining a certificate of occupancy within 24 months after the Commencement Date. Under no circumstances shall the Authority have any responsibility or liability for remediation or redevelopment of the Property, or for conducting any "Eligible Activities" at the Property, except for its obligations under this Agreement to provide funds to the extent available as permitted in Paragraph 7 hereof with respect to payments from Tax Increment Revenues.

9.2. Employment Opportunities. To make every reasonable effort to work with the City and community employment agencies to hire city residents for new employment opportunities created by the Project, and to encourage the local contracting of employment opportunities through re-entry employment programs. Regardless of Developer's ability to hire city residents it shall make every reasonable effort to follow, and to cause any contractors hired to perform work on the Project, to follow the City's "Ex-Offender Purchasing" policy regarding hiring new employees who will work on the Project. A copy of this policy is attached as Exhibit C and Developer will provide a copy of it to its general contractor prior to performing any work on the Project.

9.3. Ordinances. Develop the Property, including landscaping and all other improvements required for the Project, in compliance with all local ordinances, site plan reviews, and this Agreement. The redevelopment of the Property shall be subject to all zoning approvals. This Agreement does not obligate any governing municipality to grant any such approvals.

9.4. Project Sign. Place on the Property during rehabilitation/redevelopment a development sign provided by the Authority to promote the Project and the Authority's participation in it. Upon completion of the Project, the sign will be returned to the Authority.

9.5. Promotion and Marketing. Permit the Authority to cite or to use any renderings or photographs or other materials of the Project as an example of private/public partnership and brownfield site redevelopment.

9.6. Cooperation. Assist and cooperate with the Authority in providing information that the Authority may require in providing necessary reports to governmental or other agencies, including, but not limited to, information regarding the amount of Developer expenditures and capital investments, jobs created, and square footage developed or rehabilitated with respect to the Project.

10. Responsibilities of the Authority. In consideration of the preceding commitments of Developer the Authority further agrees to:

10.1. Agency Contacts. Provide Developer with appropriate service/employment agency contacts for the identification of City residents to interview for potential employment; and

10.2. Tax Increment Revenues. To utilize Tax Increment Revenue to reimburse Developer for Eligible Costs incurred by Developer in completing the Project subject to actual capture and as limited and detailed in this Agreement.

11. Developer's Representations, Warranties and Covenants. The Developer hereby makes the following representations, warranties and covenants:

11.1. Eligible Property. To Developer's knowledge and belief, the Property is "eligible property" as defined in Act 381 and is eligible for the capture of Tax Increment Revenues pursuant to Act 381.

11.2. Eligible Costs. The Developer will only submit for reimbursement under Paragraph 7 hereof such costs that it has reasonably determined are Eligible Costs within the meaning of Act 381.

11.3. Due Authorization. The representatives signing this Agreement are duly authorized by the Developer to enter into this Agreement.

12. Events of Default. Each of the following shall constitute an event of default:

12.1. Any representation or warranty made by the Developer in this Agreement proves to have been incorrect or incomplete in any material respect when made or deemed to be made.

12.2. The Developer fails to observe or perform any covenant or agreement contained in this Agreement for 30 days after written notice thereof shall have been given to the Developer by the Authority.

12.3. The Developer abandons or withdraws from the reuse and redevelopment of the Property.

12.4. The Developer fails to pay when due any funds which are required to be paid to the Authority pursuant to this Agreement, including but not limited to its real and personal property taxes as set forth in Paragraph 7 hereof, and such failure continues for thirty (30) days after written notice from the Authority.

12.5. The Developer terminates its existence in order to avoid its obligations under this Agreement.

13. Remedies upon Default.

13.1. If any event of default as defined above shall occur and be continuing for 30 days after written notice of default from the Authority (or such additional time as may be reasonably necessary to cure the default at issue provided that Developer has commenced such cure within the initial thirty (30) days and is proceeding in good faith to cure), the Authority shall have the right, but not the obligation, to exercise any of the following rights and remedies either individually or concurrently:

(a) All other remedies available at law or in equity;

(b) In addition, if the Developer fails to substantially complete the Project within the timelines required by this Agreement (but subject to Force Majeure), or if Developer otherwise defaults prior to substantial completion of the Project, Developer shall pay back to the Authority (within thirty (30) days following demand by the Authority) any amounts paid to Developer as reimbursement for Eligible Costs with respect to such incomplete phase of the Project pursuant to the terms of this Agreement or otherwise; and

(c) Withhold, suspend or rescind reimbursement to Developer for Eligible Costs from Tax Increment Revenue as set forth in Paragraph 5 until Developer has cured such default to the satisfaction of the Authority. Any such action by the Authority shall not under any circumstances extend the time period under subparagraph 3.2 unless specifically approved by the Authority.

(d) The Authority is responsible for its own cost and expenses including attorney fees incurred by the Authority to enforce its rights under this Agreement.

13.2. If the Authority fails in any material respect to perform or provide the

Tax Increment Revenue incentives, and such failure continues for a period of thirty (30) days after written notice from Developer to the Authority specifying the alleged default (or such additional time as may be reasonably necessary to cure the default at issue provided that the Authority has commenced such cure within the initial thirty (30) days and is proceeding in good faith to cure), the Developer shall have the option to exercise one or any combination of remedies under this Agreement or otherwise available at law or in equity, including without limitation, to withhold or suspend the performance of all or any of the commitments under Paragraph 9. The Developer is responsible for its own cost and expenses including attorney fees incurred by Developer to enforce its rights under this Agreement.

14. Legislative Authorization. This Agreement is governed by and subject to the restrictions set forth in Act 381. In the event that there is legislation enacted in the future which alters or affects the amount of Tax Increment Revenues subject to capture, Eligible Properties, or Eligible Activities, then the Developer's rights and the Authority's obligations under this Agreement may be modified accordingly by agreement of the parties.

15. Freedom of Information Act. Developer stipulates that all petitions and documentation submitted by Developer shall be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, MCL 15.231 et seq., and no claim of trade secrets or other privilege or exception to the Freedom of Information Act will be claimed by Developer as it relates to this Agreement or petitions and supporting documentation.

16. Plan Modification. The Plan and this Agreement may be modified to the extent allowed under the Act by mutual agreement of the parties.

17. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, shall be deemed given when delivered, and shall be sent by personal delivery, overnight courier, or registered mail, return receipt requested, to the following addresses (or any other address that is specified in writing by either party):

If to Developer:

Building Better Spaces,
LLC

119 Marshall Street,
Battle Creek, Michigan
49014

If to the Authority:

City of Marshall
Brownfield
Redevelopment Authority
323 W Michigan Avenue,
Marshall, MI 49068

Indemnification. Developer shall defend, indemnify and hold harmless the Authority and the City, and any of their respective past, present and future members, officials, employees, agents or representatives from all losses, demands, claims, judgments, suits, costs and expenses (including without limitation the costs and fees of attorneys or other consultants) arising from or related to (i) the capture and use of Tax Increment Revenue paid to Developer as a reimbursable payment under this Agreement made in excess of the amount of tax increment revenues the Authority is determined by the State or court to be allowed by law to use for that reimbursement, and (ii) the Project.

18. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

19. Binding Effect/Third Parties. This Agreement is binding on and shall inure to the benefit of the parties to this Agreement and their respective successors, but it may not be assigned by any party without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned or delayed (it being agreed that an arm's length sale of the Project shall be a reasonable assignment provided the buyer is a commercially reasonable property owner). The Developer may make a collateral assignment of this Agreement to any institutional lender in connection with any financing for the Project. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity which is not party to this Agreement.

20. Waiver. No failure of either party to complain of any act or omission on the part of the other party, no matter how long this same may continue, is considered as a waiver by that party to any of its rights hereunder. No waiver by either party, expressed or implied, of any breach of any provision of this Agreement is considered a waiver or a consent to any subsequent breach of this same or other provision.

21. Authorization. Each of the parties represents and warrants to the other that this Agreement and its execution by the individual on its behalf are authorized by the board of directors or other governing body of that party.

22. Entire Agreement. This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.

23. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

24. Estoppel. At the request of Developer, the Authority will, within twenty (20) days after request, deliver to Developer, or anyone designated by Developer, an estoppel certificate stating that, as of the date of the certificate, Developer: (i) has performed all of its undertakings under this Agreement; (ii) has met all of its obligations for capital investment, square footage or job creation criteria; (iii) has substantially completed the Project in accordance with project plans or satisfied the requirements set forth in the approved site plan; (iv) has fulfilled commitments under Paragraph 9; and (v) is otherwise not in default under this Agreement, if all the above are true. Further, the Authority shall indicate that the Agreement is in full force and effect and is unmodified; or if modified, Developer has complied with all modifications and that Developer is not in default under the Agreement; or if Developer is in default, stating the nature of the default.

25. Definitions. The following capitalized terms are used in this Agreement with the following meanings:

"Administrative Costs" means the Authority's out-of-pocket costs associated with the Project (including reasonable attorney fees and costs, environmental consulting fees and costs, and similar fees and costs) as well as the Authority's indirect costs associated with the Project (including allocation of the fixed costs of the Authority staff);

"Brownfield Plan" is defined by Section 2(e) of Act 381;

"Due Care Activities" is defined by Section 2(m) of Act 381;

"Eligible Activities" is defined by Section 2(o) of Act 381;

"Eligible Property or Properties" is defined by Section 2(p) Act 381;

"Tax Increment Revenues" is defined by Section 2(ss) of Act 381, and, for purposes of this Agreement, includes school taxes and local (non-school) taxes.

[Signatures appear on the following pages)

In witness of their intent to be legally bound by the terms of this Agreement, each of the parties has set forth its signature below by its duly authorized representative.

CITY OF MARSHALL BROWNFIELD REDEVELOPMENT AUTHORITY

____

By: ____________________________

Its: _____________________________

BUILDING BETTER
SPACES, LLC

____

By: ____________________________

Its: _____________________________

<u>EXHIBITS:</u>

A (Legal Description of Property)
B (Copy of Brownfield Plan)

Appendix 3

NOTICE TO ALL TAXING JURISDICTIONS

The City of Marshall proposes to approve a Brownfield Plan for a property in the City of Marshall, Michigan.

The City of Marshall has established a Brownfield Redevelopment Authority (the "Authority") in accordance with the Brownfield Redevelopment Act, Act No. 381 of the Michigan Public Acts of 1996, as amended (the "Act"). The Act was enacted to provide a means for local units of government to facilitate the revitalization of environmentally impacted, functionally obsolete, or blighted properties. The Act permits the use of tax increment financing in order to provide the Authority with the means of financing the redevelopment project included in a Brownfield Plan.

The Authority Board has reviewed and recommended the adoption of a Brownfield Plan related to the development of two parcels of property located at 100 Page Street and 500 Industrial Road, Marshall, Michigan. The property is two parcels that will be redeveloped into 4 commercial multi-tenant storage unit buildings.

The property qualifies as "eligible property" under Act 381 on the basis of meeting the definition of a "facility" as defined in the Brownfield Redevelopment Financing Act (1996 PA 381).

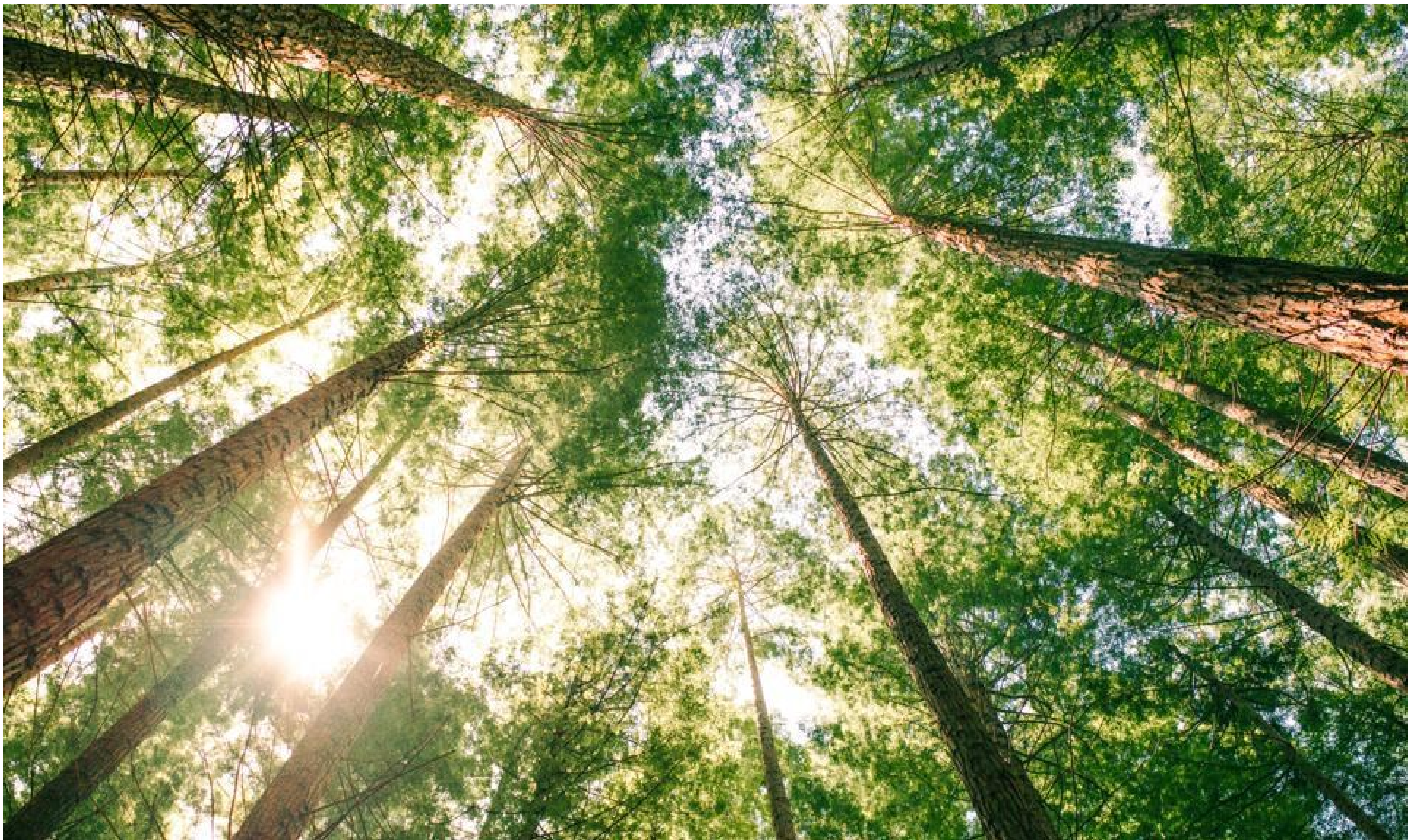
This Brownfield Plan provides a means for the developer to recover their costs of eligible activities which primarily includes environmental response activities, site preparation activities and public infrastructure improvement costs.

The plan will be considered for adoption at the ________________, 2024 meeting of the Marshall City Council held at ______ pm at City Hall, 323 West Michigan Avenue, Marshall, Michigan 49068. If you have any questions or comments concerning the Brownfield Redevelopment Authority or the adoption of the Plan you may attend the meeting and express those concerns during the Public Hearing. You may also direct inquiries to _____.

Dated: ____________, 2024

Appendix 4

Appendix 5



Baseline Environmental Assessment

Vacant Property
100 Page Street and 500 Industrial Road
Marshall, Michigan

Prepared For:

Building Better Spaces, LLC
Battle Creek, Michigan

Project No. 231250
July 9, 2023

fishbeck
Engineers | Architects | Scientists | Constructors

2960 Interstate Parkway
Kalamazoo, Michigan 49048

269.342.1100 | fishbeck.com

Baseline Environmental Assessment

Conducted Pursuant to Environmental Remediation Part 201 of the NREPA, 1994 PA 451, as Amended

Vacant Property
100 Page Street and 500 Industrial Road
Marshall, Michigan

Prepared For:
Building Better Spaces, LLC
Battle Creek, Michigan

July 9, 2023
Project No. 231250

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

Remediation and Redevelopment Division

For EGLE Use Only
BEA Submittal #

BASELINE ENVIRONMENTAL ASSESSMENT SUBMITTAL FORM

INSTRUCTIONS:

This form is for submittal of a Baseline Environmental Assessment (BEA), as defined by Part 201, Environmental Remediation and Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, for the purpose of establishing an exemption to liability pursuant to Section 20126(1)(c) and Section 21323a(1)(b) for a new owner or operator of property that is a facility as defined by Section 20101(1)(s) or Property as defined by Section 21303(d). The BEA report must be conducted either prior to or within 45 days after becoming the owner or operator, whichever is earliest. This form and the BEA report must be submitted prior to or within 6 months of becoming the owner or operator whichever is earliest. A separate BEA is required for each legal entity that is or will be a new owner or operator of the property. To maintain the exemption to liability, the owner and operator must also disclose the BEA to any subsequent purchaser or transferee before conveying interest in the property pursuant to Section 20126(1)(c) and Section 21323a(1)(b).

DUE CARE:

An owner or operator of a facility or Property also has due care obligations under Section 20107a and Section 21304c with respect to any existing contamination. Documentation of due care evaluations, all conducted response activities, and compliance with 7a or 4c need to be available to EGLE, but not submitted, within 8 months of becoming the owner or operator of a facility and/or Property.

SECTION A: LEGAL ENTITY INFORMATION

Name of Legal entity that does or will own/operate property:

Building Better Spaces, LLC

Mailing Address: 5903 Soaring Eagle Way

City: Battle Creek State: MI ZIP Code: 49014

Contact Person (Name and Title): Donald Loveland

Phone Number: 254-423-2869 Email Address: don@strongarm-drywall.com

Contact for BEA questions if different from submitter, Name and Title:

Courtney Dunaj

Company: Fishbeck

Mailing Address: 2001 Commonwealth Blvd, Suite 200

City: Ann Arbor State: MI ZIP Code: 48105

Phone Number: 269-544-6952 Email Address: cdunaj@fishbeck.com

SECTION B: PROPERTY INFORMATION

Name of Property: Industrial Property County: Calhoun

Street Address(es) of Property: 100 Page St & 500 Industrial Rd

City: Marshall State: MI ZIP Code: 49068

City/Village/Township: Marshall

Property Tax ID (Include all applicable IDs): 53 002 560 00 / 53 002 552 01

Township, Section and Range: Township 2S, Section 26, Range 6W

Decimal Degrees Latitude and Longitude: 42.2670470° / 84.9659870°

Address(es) according to tax records, if different than above:

Collection Method: ☐ Survey ☐ GPS ☑ Interpolation

Status of submitter relative to the property (check all that apply):

☐ Former Owner ☑ Current Owner ☐ Prospective Owner ☐ Former Operator
☐ Current Operator ☐ Prospective Operator

Reference Point for Latitude and Longitude: ☑ Center of Site ☐ Main/Front Door

☐ Front Gate/Main Entrance ☐ Other If Other:

SECTION C: SOURCE OF CONTAMINATION AT THE PROPERTY

Facility – regulated pursuant to **PART 201**: ☐ New ☑ Existing

Existing 201 EGLE ID Number: 100 Page St: B201502217PL / 500 Industrial Rd: B201402080PL

Property – regulated pursuant to **PART 213**: ☐ New ☐ Existing

Existing 213 EGLE ID Number: __________

Check all that are known to apply:

Source other than Part 201 or Part 213, or source unknown ☐

Oil or gas production and development regulated pursuant to Part 615 or 625 ☐

Licensed landfill regulated pursuant to Part 115 ☐

Licensed hazardous waste treatment, storage, or disposal facility regulated pursuant to Part 111 ☐

SECTION D: APPLICABLE DATES (provide date for all that are relevant)

Date All Appropriate Inquiry (AAI) Report or Phase I Environmental Assessment Report completed:	07/09/2023
Date Baseline Environmental Assessment Report conducted:	07/09/23
Date submitter first became the owner:	05/26/23
Date submitter first became the operator:	05/26/23
Date submitter first became the operator (if prior to ownership):	
Anticipated date of becoming the owner for prospective owners:	
Anticipated date of becoming the operator for prospective operators:	
If former owner or operator of this property, prior dates of being the owner or operator:	

SECTION E: CHECK THE APPROPRIATE RESPONSE TO EACH OF THE FOLLOWING QUESTIONS

1. Is the property at which the BEA was conducted a "facility" as defined by Section 20101(1)(s) or a Property as defined by Section 21303(d)?

   ☑ Yes ☐ No

2. Was the All Appropriate Inquiry (AAI) or Phase I Environmental Assessment Report completed in accordance with Section 20101(1)(f) and or 21302(1)(b)?

   ☑ Yes ☐ No

3. Was the BEA, including the sampling, conducted either prior to or within 45 days of the date of becoming the owner, operator, or of foreclosure, whichever is earliest?

   ☑ Yes ☐ No

4. Is this BEA being submitted to the department within 6 months of the submitter first becoming the owner or operator, or foreclosing?

   ☑ Yes ☐ No

5. Does the BEA provide sufficient rationale to demonstrate that the data is reliable and relevant to define conditions at the property at the time of purchase, occupancy, or foreclosure, even if the BEA relies on studies of data prepared by others or conducted for other purposes?

   ☑ Yes ☐ No

6. Does this BEA contain the legal description of the property addressed by the BEA?

   ☑ Yes ☐ No

7. Does this BEA contain the environmental analytical results, a detailed, scaled map (not aerial photo) showing the sample locations, and the basis for the determination that the property is a facility as defined by Section 20101(1)(s) or the basis for the determination that the property is a Property as defined by Section 21303(d)?

   ☑ Yes ☐ No

SECTION F: ENVIRONMENTAL CONSULTANT SIGNATURE

I certify to the best of my knowledge and belief, that this BEA and all related materials are true, accurate, and complete. I certify that the property is a facility as defined by Section 20101(1)(s) or a Property as defined by Section 21303(d) and have provided the sampling and analyses that support that determination. I certify that any exceptions to, or deletions from, the All Appropriate Inquiry Rule are described in Section 1 of the BEA report.

Courtney Dunaj	Courtney Dunaj	9/8/2023
Signature	Print Name	Date

Company: Fishbeck

Mailing Address: 2001 Commonwealth Blvd, Suite 200

City: Ann Arbor State: MI ZIP Code: 48105

Phone Number: 269-544-6952 Email Address: cdunaj@fishbeck.com

SECTION G: LEGAL ENTITY SIGNATURE

With my signature below, I certify that to the best of my knowledge and belief, this BEA and all related materials are true, accurate, and complete.

[signature]	Loveland Donald	9/5/2023
Signature	Print Name	Date

Title and relationship of signatory to submitter:

Owner

Mailing Address: 5903 Soaring Eagle Way

City: Battle Creek State: MI ZIP Code: 49014

Phone Number: 254-423-2869 Email Address: don@strongarm-drywall.com

This form should be submitted to EGLE Remediation & Redevelopment Division District Office for the county in which the property is located, unless the response activity is related to a facility that is regulated by another EGLE Division. An office map is located at www.Michigan.gov/EGLErrd. The BEA report and submittal form should be addressed to the field operations contact, located via the EGLE-RRD contact map. If regulated by another division, contact should be made with that division for information on where to submit the form and report.

List of Figures

List of Appendices

List of Abbreviations/Acronyms

AAI	All Appropriate Inquiry
ASTM	American Society of Testing and Materials
BEA	Baseline Environmental Assessment
bgl	below ground level
CERCLA	Comprehensive Environmental Response, Compensation and Liability Act
DWP	Drinking Water Protection Criteria
EDR	Environmental Data Resources, Inc.
EGLE	Michigan Department of Environment, Great Lakes, and Energy
ESA	Environmental Subject Property Assessment
facility	Any area, place, parcel or parcels of property, or portion of a parcel of property where a hazardous substance in excess of the concentrations that satisfy the cleanup criteria for unrestricted residential use has been released, deposited, disposed of, or otherwise comes to be located on the Subject Property.
GRCC	Generic Residential Cleanup Criteria
GSIP	Groundwater/Surface Water Interface Protection Criteria
NREPA	Natural Resources and Environmental Protection Act
PCB	polychlorinated biphenyl
PCE	tetrachloroethylene
PNA	polynuclear aromatic hydrocarbon
REC	recognized environmental condition
SVII	Soil Volatilization to Indoor Air Criteria
TCE	trichloroethylene
VIAP	Volatilization to Indoor Air Pathway
VOC	volatile organic compound

1.0 Introduction

This Baseline Environmental Assessment (BEA) was conducted for Building Better Spaces, LLC on two parcels located at 100 Page Street and 500 Industrial Road (Parcel Nos. 53-002-560-00 and 53-002-552-01) in the City of Marshall, Calhoun County, Michigan (the Subject Property). A Location Map and Subject Property Map are provided as Figures 1 and 2, respectively. The legal descriptions for the parcels are included as Appendix 1. This BEA was prepared in accordance with Section 20126(1)(c) of Part 201 of the NREPA, 1994 Public Act 451, as amended. This BEA was also completed in accordance with the instructions associated with the *BEA Submittal Form EQP 4025* (Rev10/2022), which provides guidance for the preparation and submittal of BEAs to the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

Fishbeck prepared this BEA to provide a written document that describes the results of an All Appropriate Inquiry (AAI) and the sampling and analysis, which confirm that the Subject Property is a "*facility*" as defined in Part 201. The BEA establishes a liability exemption for the cleanup of existing contamination at the Subject Property.

The property information is summarized as follows:

Address	100 Page Street and 500 Industrial Drive
City/Township/Village	City of Marshall
County	Calhoun
State	MI
Section	26
Quarter and Quarter/Quarter Section	NE ¼ and NE ¼ of SE ¼
Town	2S
Range	6W
Parcel #'s	53-002-560-00 and 53-002-552-01
Location	The Subject Property is located on the south side of Page Street and the North side of Industrial Drive between South Kalamazoo Street and South Mulberry Street.
Approximate Acreage	3.57
Legal Description(s)	See Appendix 1
Latitude	42.2670470
Longitude	84.9659870
Latitude and Longitude Reference Point	Center of Subject Property
Collection Method	Interpolation

Based on the data collected during previous environmental investigations conducted by URS Corporation in 2014 and MACTEC in 2002, the Subject Property was determined to be a "*facility*", as defined in Part 201, due to the presence of multiple contaminants in soil and groundwater at concentrations above Part 201 Generic Residential Cleanup Criteria (GRCC).

2.0 Owner Information and Intended Use of the Property

This BEA was prepared on behalf of Building Better Spaces, LLC as a prospective owner of the Subject Property. Building Better Spaces, LLC intends to develop the Subject Property with a 28,000-square foot self-service storage facility and stormwater retention pond. The future operations at the Subject Property will not involve the use of hazardous substances or petroleum products.

3.0 Phase I ESA

3.1 Executive Summary

Fishbeck conducted a Phase I ESA on the Subject Property, report dated July 9, 2023. A copy of the Phase I ESA is included as Appendix 2. Please note, the EDR Radius Map Report and EGLE files have been intentionally omitted from the version of the Phase I ESA appended to the BEA, per EGLE BEA instructions.

The Subject Property is located in the City of Marshall Industrial (I-1) district and is bordered by roadways, a railroad, commercial, and industrial properties:

Direction	Observed Use
North	Page Street, beyond which are railroad tracks and three unoccupied industrial properties (501 and 420 West Spruce Street and 343 South Mulberry Street.
South	Industrial Road, beyond which is Progressive Dynamics (507 Industrial Road).
East	Vacant grassland, beyond which are two commercial properties – B&B Services and Marshall Advisor Newspaper & Vintage Vixens Beauty Parlor (500 and 514 South Kalamazoo Street).
West	Residential properties.

The Subject Property consists of two legal parcels occupying approximately 3.57 acres. The Subject Property is currently not developed with any structures; however, a remnant concrete slab is present on the northwestern portion from a previously existing commercial building that was demolished in 2013. Historical use of the central and southern portions of the Subject Property has been industrial manufacturing in nature from at least 1883 until approximately 2005 when the previously present industrial structures located on the east central and southern portions of the Subject Property were demolished. The Subject Property has remained vacant land since demolition was completed. Historical use of the east central and southern portions of the Subject Property includes the Page Brothers Buggy Company (buggy manufacturer) from 1883 to 1931 followed by Lambert Machine Company (coffee roaster manufacturer) from 1931 to 1949 and Ronan & Kunzl (electric water heater manufacturer) from 1954 to 1996. The 100 Page Street parcel (northern portion) was developed with a shed between 1918 and 1931 followed by a second structure constructed on the western property boundary in approximately 1948 that was occupied by various commissaries, warehouses, and commercial companies until demolition was completed in 2013.

Previous environmental investigations completed at both the 100 Page Street and the 500 Industrial Road parcels of the Subject Property identified various contaminants in soil and groundwater at concentrations above multiple Residential Criteria, including Drinking Water, Groundwater Surface Water Interface, and Direct Contact; therefore, the Subject Property is considered a "*facility*."

No significant data gaps were encountered for the Phase I ESA.

The Phase I ESA was performed in conformance with the scope and limitations of ASTM Practice E1527-21 of the Subject Property. Any exceptions to, or deletions from, this practice are described in the Limitations and Exceptions section of the Phase I ESA report. This assessment revealed no evidence of Recognized Environmental Conditions (RECs) in connection with the property except for the following:

- Based on the results of previous investigations of the Subject Property, multiple contaminants were identified at concentrations exceeding Part 201 Generic Residential Cleanup Criteria (GRCC); therefore, the Subject Property is a "*facility*" as defined in Part 201.
- The historic use of the central and southern portion of the Subject Property for industrial manufacturing and the presence of a railroad spur prior to 1883 until approximately 2000.
- The Subject Property is located in an area historically used for industrial manufacturing, a rail yard, bulk oil and gas storage, a filling station, and a foundry. Additionally, soil and groundwater contamination has been

identified in the area of the Subject Property in excess of multiple Criteria. Contaminants identified over Criteria consist of multiple metals, TCE, and PCE.

3.2 Limitations, Exceptions, and Deletions

Processes, procedures, and methodologies used in acquiring information and recording data for the assessment were in accordance with procedures outlined in ASTM E1527-21. The assessment was conducted following generally accepted principles and practices of other consultants conducting similar assessments at the same time and in the same geographic area. Intrusive investigation and sampling were not conducted as a part of this assessment.

The assessment resulted in no significant exceptions, deviations, or deletions from the ASTM E1527-21 Standard. Researched and reviewed information was limited to documentation that was reasonably ascertainable and/or practically available from local, state, and federal government records.

3.3 Data Gaps

During the course of conducting the Phase I ESA, the following data gaps were identified:

- The Subject Property was developed prior to 1883; therefore, Fishbeck was unable to determine the first developed use of the Subject Property and was, therefore, unable to achieve the historical research objectives identified in the ASTM standard, even after reviewing the standard historical resources identified in the ASTM standard that were reasonably ascertainable and likely to be useful. Based on our knowledge of the historic developed uses, this data gap is not considered likely to have a material impact upon the findings and conclusions of this report. Therefore, this data gap is not considered a significant data gap.
- Fishbeck submitted a FOIA request to the Calhoun County Health Department, however, as of the date of this report, the health department has not responded to the FOIA request, which is a data gap. Based on our knowledge of the historic developed uses, this data gap is not considered likely to have a material impact upon the findings and conclusions of this report. Therefore, this data gap is not considered a significant data gap.
- The lack of a title search4.1.1 for recorded environmental liens and activity use limitations is a data gap. Building Better Spaces, LLC is not aware of any environmental liens or activity use limitations on the Subject Property, and the report provided by EDR did not find any activity and use limitations listed for the Subject Property; therefore, this data gap does not represent a significant data gap.

As noted above, the data gaps identified in the Phase I ESA were not considered significant data gaps.

4.0 Facility Status

4.1 100 Page Street

4.1.1 Methods

A Phase II ESA was completed by URS Corporation for the 100 Page Street portion of the Subject Property on May 7, 2014 that consisted of three borings advanced to a maximum depth of 12 feet bgl. Three soil and three groundwater samples were collected for laboratory analysis of VOCs, SVOC, PCBs, and Michigan 10 Metals.

In addition to URS's 2014 investigation noted above, MACTEC Engineering and Consulting of Michigan, Inc. (MACTEC) completed a groundwater investigation that included the 100 Page Street portion of the Subject Property on November 4, 2002. MACTEC's groundwater investigation included groundwater sampling from one monitoring well located on the 100 Page Street portion of the Subject Property from a depth of 5-10 feet bgl. Laboratory analysis of the five groundwater samples collected by MACTEC consisted of VOCs and Michigan 10 Metals.

4.1.2 Investigation Results

The soils encountered on the 100 Page Street parcel were generally characterized as gravelly silt with trace clay and sand to a depth of approximately 3 feet bgl underlain by fine and coarse sand to a depth of at least 12 feet bgl. Groundwater was encountered between approximately 7.0 and 8.0 feet bgl.

Soil

The analytical results identified the following:

- Arsenic at concentrations in excess of Part 201 GRCC, specifically the Residential DWP, GSIP, and DC Criteria.
- Selenium at concentrations in excess of Part 201 GRCC, specifically the Residential GSIP Criteria.

Groundwater

The analytical results identified the following:

- Lead at concentrations in excess of Part 201 GRCC, specifically the Residential DW Criteria.
- TCE at concentrations in excess of Part 201 GRCC, specifically the Residential DW Criteria.
- Cis-1,2-dichloroethylene in excess of Part 201 GRCC, specifically the Residential GSI Criteria
- Mercury at concentrations in excess of Part 201 GRCC, specifically the Residential DW and GSI Criteria.

4.2 500 Industrial Road

4.2.1 Methods

A Phase II ESA was completed by URS Corporation for the property descried as "*Undeveloped Parcels Industrial Road & S. Mulberry Street*" that included the 500 Industrial Road portion of the Subject Property on May 7, 2014 that consisted of five borings advanced to a maximum depth of 12 feet bgl. Five soil and five groundwater samples were collected for laboratory analysis of VOCs, SVOC, PCBs, and Michigan 10 Metals.

In addition to URS's 2014 investigation noted above, MACTEC Engineering and Consulting of Michigan, Inc. (MACTEC) completed a groundwater investigation on the east adjoining property and the 500 Industrial Road portion of the Subject Property on November 4, 2002. MACTEC's groundwater investigation included groundwater sampling from five monitoring wells located on the 500 Industrial Road portion of the Subject Property from a depth of 5-10 feet bgl. Laboratory analysis of the five groundwater samples collected by MACTEC consisted of VOCs and Michigan 10 Metals.

4.2.2 Investigation Results

The soils encountered were generally characterized as gravelly silt with trace clay and sand to a depth of approximately 3.0 feet bgl underlain by fine and coarse sand to a depth of at least 12 feet bgl. Groundwater was encountered between approximately 6 and 7 feet bgl.

Soil

The analytical results identified the following:

- Arsenic at concentrations in excess of Part 201 GRCC, specifically the DWP, GSIP, and DC Criteria.
- Selenium at concentrations in excess of Part 201 GRCC, specifically the GSIP Criteria.
- Mercury at concentrations in excess of Part 201 GRCC, specifically the GSIP Criteria.

Groundwater

The analytical results identified the following:

- Lead at concentrations in excess of Part 201 GRCC, specifically the DW Criteria.
- PCE and TCE at concentrations in excess of Part 201 GRCC, specifically the DW and GSI Criteria.

4.3 Facility Status

Based on the analytical results of URS's May 2014 Phase II investigations, and MACTEC's 2002 Groundwater Investigation at the 100 Page Street and 500 Industrial Road portions of the Subject Property, both Subject Property parcels were determined to be a "*facility*", as defined in Section 20101(1)(s) of Part 201 of the NREPA or *Property* as defined by Section 21303(d), 1994 PA 451, as amended, due to the presence of arsenic, selenium, and mercury in soil at concentrations above Part 201 GRCC as well as the presence of lead, mercury, cis-1,2-dicloroethylene, PCE, and TCE in groundwater at concentrations above Part 201 GRCC.

Tables are presented in AECOM's 2015 100 Page Street BEA and URS's 2014 Industrial Road & S. Mulberry Street BEA, located in Appendix 2 of this BEA.

5.0 Conclusions

Fishbeck concludes that this assessment is sufficient to provide the liability protections to the prospective owner and operator that are provided for in Section 20126(1)(c) of Part 201 of the NREPA, as amended, and pursuant to the CERCLA.

6.0 Identification of Author and Date BEA was Conducted

The persons with primary responsibility for the data assembly, interpretation, and technical conclusions of this BEA are Courtney Dunaj, EP, and Joseph W. Hunter, EP, of Fishbeck.

Date BEA Conducted: July 9, 2023

Assessment Conducted By:	**Assessment Reviewed By:**
Joseph W. Hunter, EP	Courtney Dunaj, EP

7.0 References

Baseline Environmental Submittal Form, Form EQP 4025 (Rev10/2022); submittal of a BEA, as defined by the Environmental Remediation, Part 201 of the NREPA, 1994 PA 451, as amended, and the Part 201 Rules and Part 213 Rules promulgated thereunder, for the purpose of establishing an exemption to liability pursuant to Section 20126(1)(c) and Section 21323a(1)(b) for a new owner or operator of property that is a "*facility*" and *Property* as defined by Section 20101(1)(s), and Section 21303(d), respectively.

Natural Resources and Environmental Protection Act, 1994 PA 451, Part 201 and Part 213, as amended.

Figures

fishbeck
Engineers | Architects | Scientists | Constructors

Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

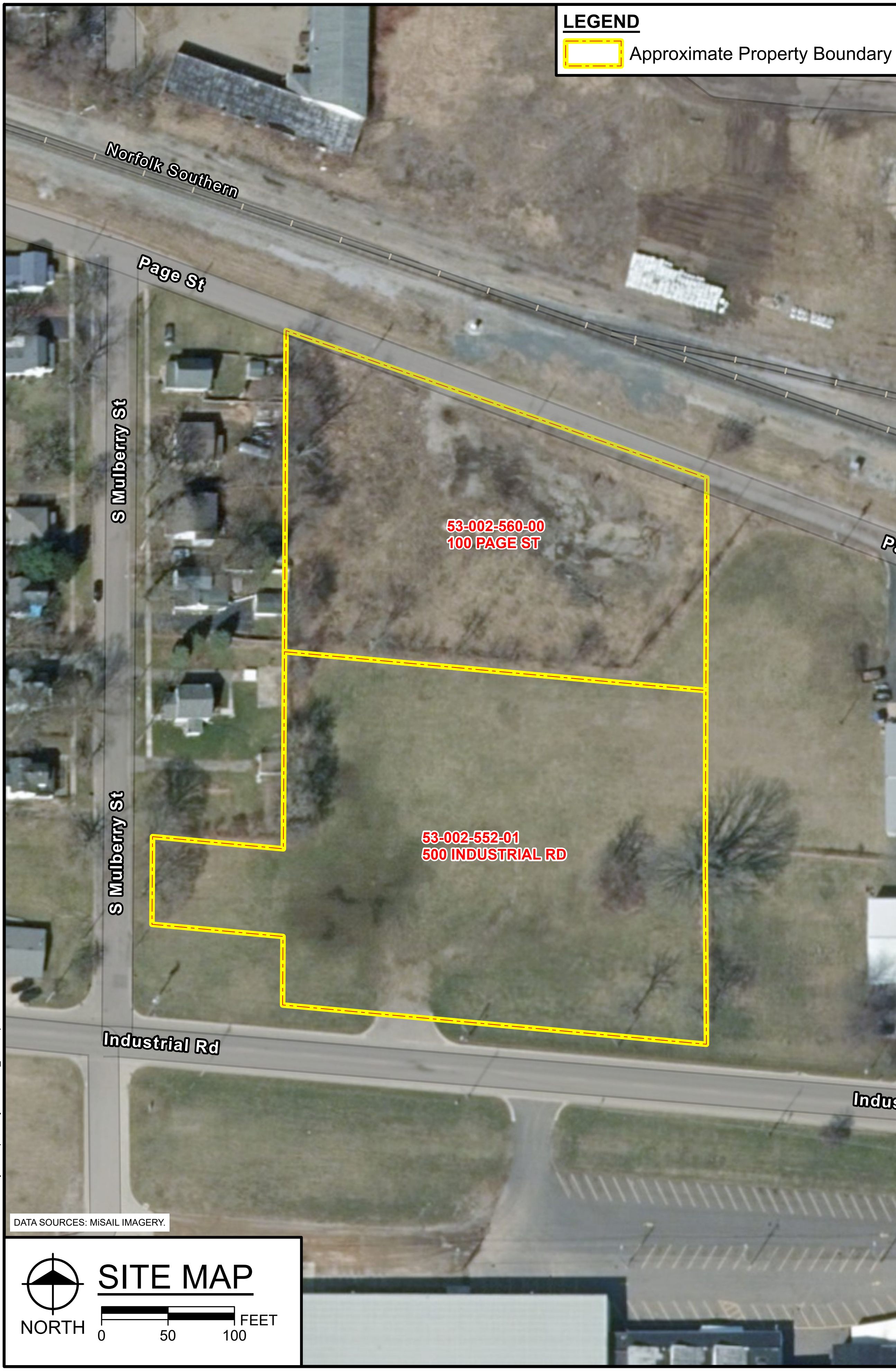
100 Page St & 500 Industrial Rd
Marshall, Michigan

Baseline Environmental Assessment

PROJECT NO.
231250

FIGURE NO.
1

PLOT INFO: Z:\2023\231250\CAD\GIS\ProProj\BEA.aprx Layout: FIG01_Location Map Date: 8/7/2023 2:28 PM User: ahavens



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Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

100 Page St & 500 Industrial Rd
Marshall, Michigan

Baseline Environmental Assessment

PROJECT NO.
231250

FIGURE NO.
2

PLOT INFO: Z:\2023\231250\CAD\GIS\ProProj\BEA.aprx Layout: FIG02_Site Map Date: 8/8/2023 10:06 AM User: ahavens

SOIL EXCEEDANCES

NORTH

FEET 0 50 100

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Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

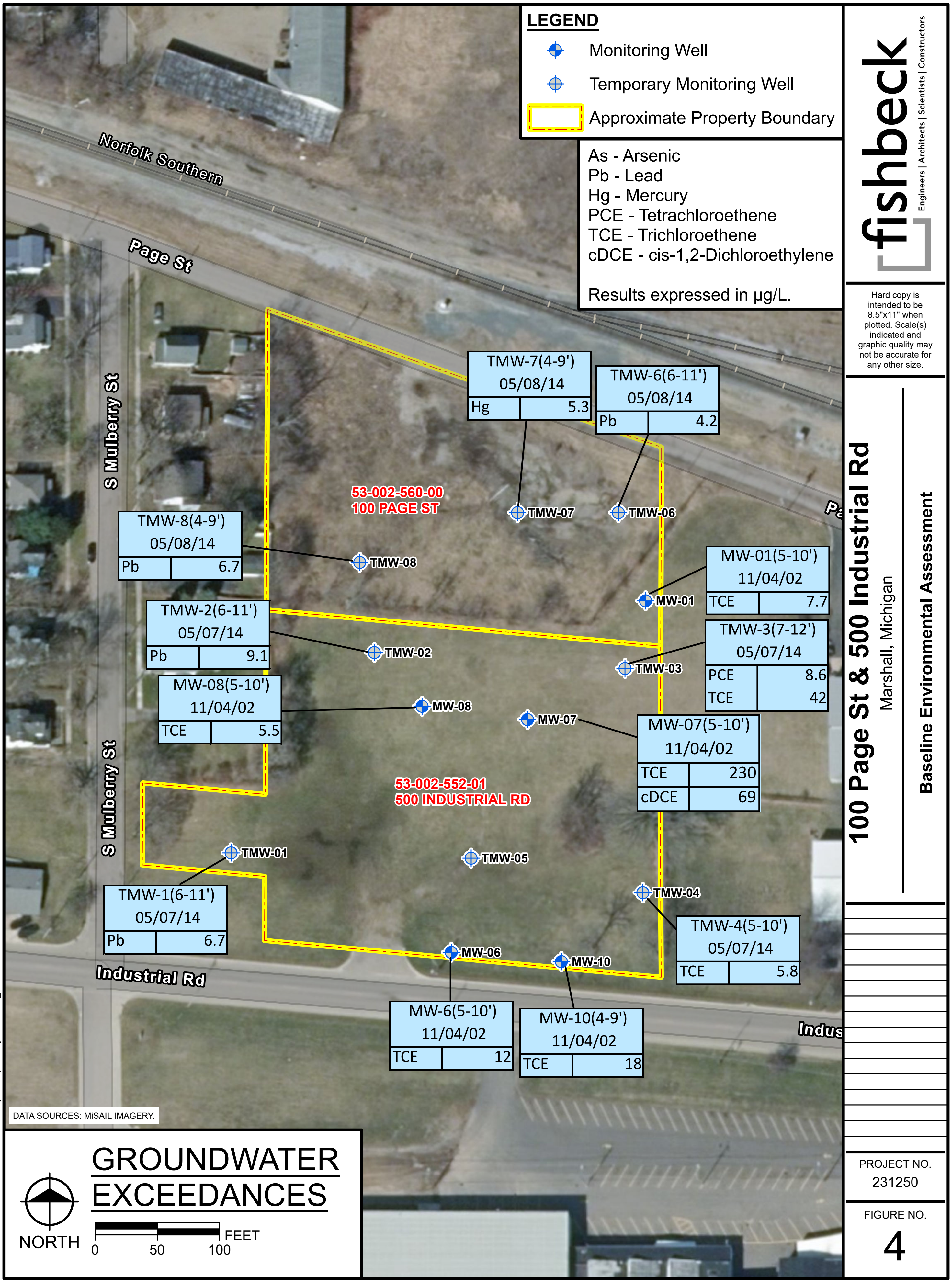
100 Page St & 500 Industrial Rd
Marshall, Michigan

Baseline Environmental Assessment

PROJECT NO.
231250

FIGURE NO.
3

PLOT INFO: Z:\2023\231250\CAD\GIS\ProProj\BEA.aprx Layout: FIG03_Soil Exceedances Date: 8/17/2023 3:55 PM User: ahavens



PLOT INFO: Z:\2023\231250\CAD\GIS\ProProj\BEA.aprx Layout: FIG04_Groundwater Exceedances Date: 8/17/2023 3:55 PM User: ahavens

CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2025-XX

A RESOLUTION SUPPORTING THE ADOPTION OF A BROWNFIELD PLAN OF BUILDING BETTER SPACES, LLC REDEVELOPMENT

Minutes of a regular meeting of the Council of the City of Marshall, held on MONTH DATE, YEAR at 7:00 PM.

PRESENT:

ABSENT:

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

WHEREAS, the City of Marshall, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), has formally resolved to participate in the Brownfield Redevelopment Authority (BRA) of the City of Marshall (the "Authority") and have designated that all related activities shall proceed through the BRA; and

WHEREAS, the Authority, pursuant to and in accordance with Section 3(4) and Section 13 of the Act, has reviewed, adopted, and recommended for approval by the City Council of Marshall, the Brownfield Plan (the "Plan") attached hereto, to be carried out within the City of Marshall, relating to the development of property located at 100 Page Street and 50 Industrial Road, Marshall, Michigan 49068 (the "Site"), as shown in Figures 1 and 2 of the Plan and more particularly described in the legal description of the property contained within the attached Plan; and

WHEREAS, the City of Marshall BRA has reviewed the Plan, and has been provided a reasonable opportunity to express their views and recommendations regarding the Plan and in accordance with Section 14(5) of the Act; and

WHEREAS, as a result of the review of the Plan the City of Marshall BRA concurs with the approval of the individual Plan.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL hereby determined that it is in the best interest of the City to formally support the Plan pursuant to the procedure in Section 14(8) of the Act 381 of the Public Acts of 1996, as amended; and

WHEREAS should any section, clause, or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.

WEREAS All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Resolution declared adopted this XXth day of MONTH YEAR.

____
Michelle Eubank, City Clerk

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

____
Michelle Eubank, City Clerk

CITY OF Marshall MICHIGAN

ITEM 12.A

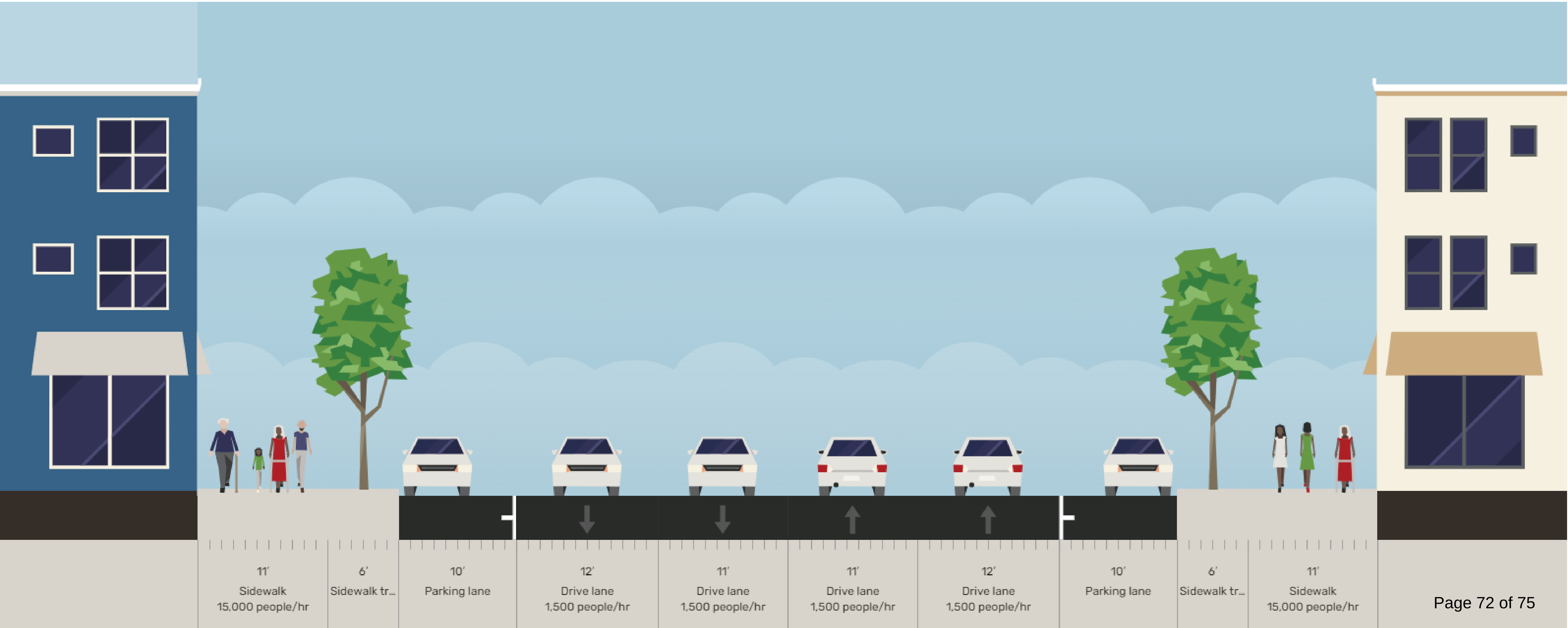
TO: Downtown Development Authority/Local Development Finance Authority
FROM: Marguerite Davenport, Director of Public Services
Derek N. Perry, City Manager

DATE: November 21, 2024
SUBJECT: **DOWNTOWN MICHIGAN AVENUE TRAFFIC CALMING PLAN**

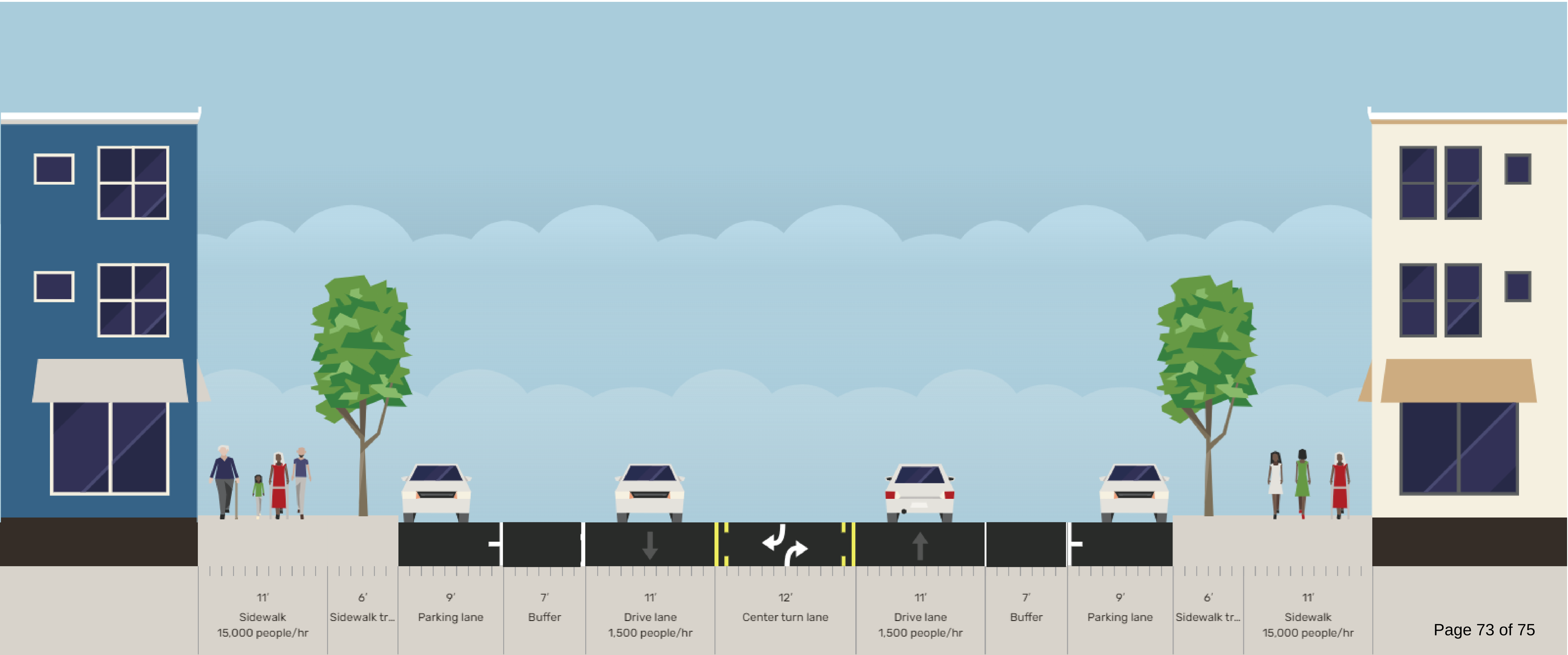
The Michigan Department of Transportation (MDOT) Marshall Transportation Service Center (TSC) submitted a request to the MDOT state office as part of a statewide carbon reduction grant submission. The TSC proposed a traffic-calming project that would reassign lanes for Michigan Avenue between Kalamazoo Avenue and Marshall Avenue. The cross-section will reduce east and westbound traffic to one lane and create a center turn lane. The parking lanes would remain the same and a buffer area between the parking lane and the travel lanes would be created. In addition to the lane reduction, a mid-block pedestrian crossing is planned between Eagle and Jefferson Streets. The detailed plans are currently being designed and construction is expected in mid-summer 2025. A representative cross-section for the existing and proposed configurations are included with this report as well as the resolution planned for City Council Approval.

RECOMMENDATION:
Recommend approval of the proposed traffic-calming plan on Michigan Avenue between Kalamazoo Ave and Marshall Avenue to City Council.

Existing Michigan Ave Cross Section



Proposed Michigan Ave Cross Section



CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2024-XX

A RESOLUTION TO SUBJECT NAME

Minutes of a regular meeting of the Council of the City of Marshall, held on DECEMBER XX, 2024 at XX:XX XX.

PRESENT:

ABSENT:

The following preamble and resolution were offered by _________________, and supported by ___________________.

WHEREAS, the Michigan Department of Transportation's (MDOT) has proposed converting I-94 Business Loop (Michigan Ave) from Kalamazoo Avenue to Marshall Avenue, from its existing four-lane configuration to a three-lane configuration with a pavement preservation project in 2025; and

WHEREAS, the scope of the project will include applying a micro surface over the existing section of road; and

WHEREAS, MDOT recommends that I-94 Business Loop be converted from four lanes to three lanes, and that the three-lane configuration would have a single east bound travel lane, a single west bound travel lane, and a center turn lane, with an additional 5.5-foot buffer between the travel lanes and the existing parking lane; and

WHEREAS, this type of conversion is a recognized traffic calming measure to provide safety improvements from motorists and pedestrians; and

WHEREAS, MDOT requires that the local unit of government acknowledge and formally support the proposed project for it to be considered; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL hereby declares support for the Marshall Traffic Calming Project on Michigan Avenue between Kalamazoo Avenue and Marshall Avenue.

Resolution declared adopted this XXth day of DECEMBER, 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 MONTH DATE, YEAR and that the said meeting was conducted and that the minutes of the meeting were kept and will be or have been made available.

____
Michelle Eubank, City Clerk