

CITY COUNCIL AGENDA

Regular Meeting

January 21, 2025 at 7:00 PM



1) CALL TO ORDER

2) ROLL CALL

3) INVOCATION

4) PLEDGE OF ALLEGIANCE

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

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

7) CONSENT AGENDA

A. City Council Minutes

Regular Session - January 11, 2025

B. City Bills

Purchases 1/3/2025

\$253,402.38

Purchases 1/10/2025

\$1,578,146.01

December Power Purchase

\$804,858.94

TOTAL

\$2,636,407.33

8) PRESENTATIONS AND RECOGNITIONS

9) INFORMATIONAL ITEMS

A. 2025 ACTION PLAN

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

A. JULY 1, 2025 - JUNE 30, 2031, CAPITAL IMPROVEMENT PROGRAM (CIP) ADOPTION

B. 100 PAGE STREET/ 500 INDUSTRIAL RD. EXISTING BROWNFIELD PLAN TERMINATION

C. 100 PAGE STREET/ 500 INDUSTRIAL - BROWNFIELD ESTABLISHMENT

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

A. 2014 BUILDING AUTHORITY BONDS - REDEMPTION AUTHORIZATION

B. RTAP REIMBURSEMENT GRANT REQUEST

C. DART FISCAL YEAR 2026 OPERATION APPLICATION TO MDOT

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

- D. CONSTRUCTION CONTRACT - ATHLETIC FIELDS EXPANSION/ EATON PARK**
- E. MDOT TRAFFIC CALMING PROJECT - RESOLUTION OF SUPPORT**
- F. CONSTRUCTION CONTRACT - COSMOPOLITAN AVENUE WATERMAIN LINING**

13) APPOINTMENTS / ELECTIONS

- A. PLANNING COMMISSION APPOINTMENT**

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

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

CITY COUNCIL MINUTES

January 11, 2025

Regular Meeting - 9:00 AM

1) **CALL TO ORDER**

IN A REGULAR SESSION held on Saturday, January 11, 2025 at 9:00 AM in the Council Chambers of City Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Wolfersberger.

2) **ROLL CALL**

Roll was called:

Present: Scott Wolfersberger, Theresa Chaney-Huggett, James Hackworth, Ryan Traver

Also Present: Manager Perry and Clerk Eubank

Absent: None

Moved by Theresa Chaney-Huggett, supported by Ryan Traver to excuse member Gates. On a voice vote: **Motion carried.**

Member Gates joined the meeting at 9:03 am.

3) **INVOCATION**

4) **PLEDGE OF ALLEGIANCE**

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

Moved by Ryan Traver, supported by Theresa Chaney-Huggett to approve the agenda as submitted. On a voice vote: **Motion carried.**

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

Barry Wayne Adams of 622 W Green St, Lynn Sleight of 507 Fair St, and Regis Klingler of 348 Butler Ct gave public comment.

7) **CONSENT AGENDA**

Moved by Jacob Gates, supported by Ryan Traver to approve the consent agenda as presented. On a voice vote: **Motion carried.**

A. **City Council Minutes**

Regular Session - January 6, 2025

8) **PRESENTATIONS AND RECOGNITIONS**

9) **INFORMATIONAL ITEMS**

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

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

A. 2024 ACTION PLAN REVIEW

Council and staff discussed items from the 2024 Action Plan.

B. 2026 - 2031 CAPITAL IMPROVEMENT PROGRAM

Council and staff discussed the 2026-2031 Capital Improvement Program and potential city projects.

C. CAPITAL/SPECIAL PROJECTS FUNDING

Council and staff discussed the creation of a special project fund and the potential for paying off some bonds early.

D. 2025 ACTION PLAN

Moved by Ryan Traver, supported by James Hackworth to approve the 2025 Action plan as presented with additions as discussed. On a voice vote: **Motion carried.**

13) APPOINTMENTS / ELECTIONS

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

Barry Wayne Adams of 622 W Green St gave public comment.

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

The meeting was adjourned at 11:12 am.

Respectfully submitted by,

Michelle Eubank
City Clerk

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 01/03/2025 - 01/03/2025
JOURNALIZED
PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
89358	ALEXANDER CHEMICAL CORP	CHLORINE & HYDROFLUOROSILICIC ACID		2,263.97
1YXH-G3GD-CWQ4	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 DOG WASTE STATIO		97.97
1MNF-C7TP-GFR9	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 PENS, LAMP		52.21
1T69-X633-1DN3	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 WASH BOTTLES		63.46
1D47-Q3PX-1DXH	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 FILE HOLDER, POS		48.41
1KPC-F34Q-JMKR	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 RECEIPT BOOK		14.01
1LYX-MFDD-F666	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 SPACE HEATER		26.97
377666	AMERICAN CASTING & MAN	BLUE METER SEALS		923.91
557397	ASCENSION BORGESS HOSP	DOT PHYSICAL EXAM - PEHRSON		90.00
6573	AUGUST ENVIRONMENTAL S	CONTRACT LAB ANALYSIS		1,526.00
22131029.00 - 4	BARR ENGINEERING CO.	INCREMENTAL DAM BREACH ANALYSIS FOR MARS 2025.029		9,360.00
154839	BUILDERS' HANDLE AND H	CUT KEY		24.66
01-671130	CARLETON EQUIPMENT	SKID SHOES, KIT BLADE CUT 3IN HIGH		780.85
01022025	CARTER CONSULTING, LLC	SCHULER'S RENTAL REHAB - ADMIN FOR LMI A		320.00
01022025	CB HALL ELECTRIC COMP	INSPECTION SERVICES 12/1/24 - 12/31/24		975.00
4213408929	CINTAS CORP	UNIFORM SERVICES - ELECTRIC & FIBER 12/3		58.34
4213408912	CINTAS CORP	UNIFORM SERVICES - POWER HOUSE 12/3/24		95.62
4213408926	CINTAS CORP	UNIFORM SERVICES - WASTEWATER 12/3/24		65.97
4213408962	CINTAS CORP	UNIFORM SERVICES - WATER 12/3/24		67.32
4214167299	CINTAS CORP	UNIFORM SERVICES - ELECTRIC & FIBER 12/1		58.34
4214167297	CINTAS CORP	UNIFORM SERVICES - POWER HOUSE 12/10/24		95.62
4214167221	CINTAS CORP	UNIFORM SERVICES - WASTEWATER 12/10/24		65.97
4214167356	CINTAS CORP	UNIFORM SERVICES - WATER 12/10/24		67.32
9732	COMPLETE ELECTRIC	REPAIRS TO ENGINE 6		484.50
206881592522	CONSUMERS ENERGY	ACCT NO. 1000 9033 6411 AIRPORT DECEMBER		160.76
202165675991	CONSUMERS ENERGY	ACCT NO. 1000 0916 3435 CITY HALL DECEMB		441.47
202165675993	CONSUMERS ENERGY	ACCT NO. 1000 0916 3971 DPW DECEMBER 202		794.56
205280289242	CONSUMERS ENERGY	ACCT NO. 1000 0759 4680 DPW DECEMBER 202		279.73
201542741881	CONSUMERS ENERGY	ACCT NO. 1030 1580 0248 FIRE STATION DEC		549.91
204212467536	CONSUMERS ENERGY	ACCT NO. 1000 8921 1096 KP FIREPLACE DEC		1,407.98
205814194310	CONSUMERS ENERGY	ACCT NO. 1030 1852 1130 MRLEC DECEMBER 2		2,069.72
204390463173	CONSUMERS ENERGY	ACCT NO. 1030 1852 0884 MRLEC BARN DECEM		820.71
202788594981	CONSUMERS ENERGY	ACCT NO. 1000 0916 3203 WASTEWATER DECEM		171.56
202165675992	CONSUMERS ENERGY	ACCT NO. 1000 0916 3708 WASTEWATER DECEM		176.31
206703757458	CONSUMERS ENERGY	ACCT NO. 1030 1352 1119 WASTEWATER LIFT		20.38
205280300572	CONSUMERS ENERGY	ACCT NO. 1001 0351 3162 WATER METER VAUL		31.07
204657395960	CONSUMERS ENERGY	ACCT NO. 1001 0230 8671 MAJOR CAMPUS WAT		45.53
12272024	CORELOGIC CENTRALIZED	PROPERTY TAX REFUND - OVERPAYMENT		582.36
188096	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES		688.65
188254	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES CITY		167.95
1393	D&D DIAGNOSTICS LLC	REPAIRS TO VEHICLE #301		540.00
1406	D&D DIAGNOSTICS LLC	REPAIRS TO VEHICLE #323		535.00
1415	D&D DIAGNOSTICS LLC	REPAIRS TO VEHICLE #301		640.16
644695	DARLING ACE HARDWARE	SPONGES, DRAIN CLOG REMOVER		26.56
644687	DARLING ACE HARDWARE	KITCHEN FAUCET		69.99
644781	DARLING ACE HARDWARE	SPRING SNAP 5/16X2-3/8		9.56
644831	DARLING ACE HARDWARE	NUTS, BOLTS		12.46
644921	DARLING ACE HARDWARE	NUTS, BOLTS		14.70
644893	DARLING ACE HARDWARE	NUTS, BOLTS		9.45
644992	DARLING ACE HARDWARE	LED PAR38 E26 120W		12.99
645087	DARLING ACE HARDWARE	LOCK WASHERS, HEX NUTS		61.76
645070	DARLING ACE HARDWARE	5/16 X 2-1/4 TMSTR HEX HEAD, EXTENSION C		51.82
645164	DARLING ACE HARDWARE	5/8-11X3 HEX CAP		32.99
645199	DARLING ACE HARDWARE	BATTERIES, HANDLE FILE, RATCHET		70.56
645201	DARLING ACE HARDWARE	HEX CAP SCREWS/BOLTS		127.96
645192	DARLING ACE HARDWARE	SCREWS		7.99
645299	DARLING ACE HARDWARE	BATTERIES		29.97
645269	DARLING ACE HARDWARE	MILWAUKEE #8 X 6 IN. L STEP DRILL BIT		59.99
645303	DARLING ACE HARDWARE	BATTERIES, SPACE HEATER		43.98
645340	DARLING ACE HARDWARE	BATTERIES		53.96
645488	DARLING ACE HARDWARE	CLEANER/POLISH		2.99
645529	DARLING ACE HARDWARE	RUST REMOVER, THREADLOCKER, LUBRICANT		49.97
645561	DARLING ACE HARDWARE	FLOOR SCRUB BRUSH		13.99
645619	DARLING ACE HARDWARE	CORNER BRACE		11.98
645624	DARLING ACE HARDWARE	BLEACH, POWER STRIP, SANDING MASKS		80.97
645630	DARLING ACE HARDWARE	VINYL LETTERS		30.36
645736	DARLING ACE HARDWARE	DRIVER BIT SET, ICE MELT, ICE SCRAPPER		77.59
645716	DARLING ACE HARDWARE	FLEX TAPE, NUTS, BOLTS		19.99
645734	DARLING ACE HARDWARE	CHRISTMAS STRING LIGHTS		31.98
645792	DARLING ACE HARDWARE	ICE MELT, UTILITY HALOGEN BULB		83.94
645817	DARLING ACE HARDWARE	ACE GRAIN SCOOP		31.99
645831	DARLING ACE HARDWARE	SHOE GUARDS		9.98
645798	DARLING ACE HARDWARE	EXTENSION CORD, CORD PHONE LINE 25'		27.98
645799	DARLING ACE HARDWARE	KEY		2.39
645797	DARLING ACE HARDWARE	HEX BIT SOCKET		9.59
645923	DARLING ACE HARDWARE	WASHERS, NUTS, BOLTS		11.09
645992	DARLING ACE HARDWARE	PROPANE HOSE ASSEMBLY, MARKERS, LP GAS		62.38
645968	DARLING ACE HARDWARE	FOLDING POCKET KNIFE		16.99
645972	DARLING ACE HARDWARE	1/2"-1" GROUND CLAMP		35.94

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 01/03/2025 - 01/03/2025
JOURNALIZED
PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
645971	DARLING ACE HARDWARE	BATTERIES		17.99
646021	DARLING ACE HARDWARE	TIE DOWN W/ RATCHET, 5/16 X 5 STAR LAG T		45.98
646033	DARLING ACE HARDWARE	NUTS, BOLTS		1.16
646234	DARLING ACE HARDWARE	CONDUIT PVC, ADAPTER PVC		10.00
646231	DARLING ACE HARDWARE	DEEP IMPACT SOCKET SET		15.99
646232	DARLING ACE HARDWARE	PVC PIPE, CONDUIT HANGER		54.91
646199	DARLING ACE HARDWARE	STEEL SLOTTED ANGLE, FLAT WASHERS, HEX C.		65.16
646243	DARLING ACE HARDWARE	STEEL SLOTTED ANGLE		21.99
646237	DARLING ACE HARDWARE	CYLINDER PROPANE		5.99
646242	DARLING ACE HARDWARE	STEEL WHEEL, OUTLET, HANGER HOLDER		98.71
646239	DARLING ACE HARDWARE	SCREWDRIVER		5.99
646318	DARLING ACE HARDWARE	SNOW PUSHERS		101.98
646368	DARLING ACE HARDWARE	LED BULB		6.99
646322	DARLING ACE HARDWARE	CONDUIT PVC, THREAD ROD, NUTS, BOLTS (DO		657.38
646354	DARLING ACE HARDWARE	STEEL SLOTTED ANGLE, ARMOR ALL WIPES, BA		76.54
646405	DARLING ACE HARDWARE	CONNECTOR FOR LIQUID, DIE-CAST METAL BOX		30.15
646487	DARLING ACE HARDWARE	CONNECTOR FOR LIQUID, CIRCUIT BREAKER		42.57
646646	DARLING ACE HARDWARE	PAINT TRAY, FOAM BRUSH, BAKING SODA CLEA		21.88
INV79204	DORNBOS SIGN, INC.	ROLL UP SIGNS		913.60
INV79262	DORNBOS SIGN, INC.	UTILITY WORK SIGNS		353.80
INV79665	DORNBOS SIGN, INC.	ROUGH ROAD SIGNS		167.80
12192024	DRAKE BUSINESS SERVICE	ENERGY OPTIMIZATION - REFRIGERATOR		25.00
81620242	DUBOIS-COOPER ASSOCIAT	AIR REL VLV REPAIR KIT FOR BREWER STREET		163.00
1333268	DUBOIS-COOPER ASSOCIAT	ROTATING ASSEMBLY FOR BREWER STREET LIFT	2025.050	7,629.00
47423	DUNCAN & ALLEN LLP	CLIENT NO. 003154 SERVICES THROUGH 11/30		1,058.00
3414451	EDWARDS INDUSTRIAL SAL	EQUIPMENT MAINTENANCE SUPPLIES		57.74
I134061	ERIC DALE HEATING & AI	SERVICE CALL AT POWER HOUSE 11/26/24		229.00
I134252	ERIC DALE HEATING & AI	SERVICE CALL AT CITY HALL FOR BOILER 12/		486.53
I134367	ERIC DALE HEATING & AI	SERVICE CALL AT FIRE STATION 12/12/24		157.00
2500592411	FIRST ADVANTAGE OCCUPA	ACCT NO. 866466 CLINIC COLLECTION		335.46
24-10266	GARAGE DOORS UNLIMITED	SUPPLIED & INSTALLED GARAGE DOORS AT POW		1,680.00
24-02329	GARAGE DOORS UNLIMITED	NEW NORTH & SOUTH DPW BUILDING DOORS	2025.164	13,848.00
133287	GIFFELS WEBSTER	PLANNING & ZONING SERVICES THROUGH 10/26		117.50
145292	GIVE 'EM A BRAKE SAFET	CHRISTMAS PARADE SAFETY EQUIPMENT RENTAL		2,966.60
09-688197	INTERSTATE BILLING SER	CARLETON EQUIPMENT - BEARING, O-RING, SP		1,134.30
37978	J AND K PLUMBING SUPPL	BALL VALVE		16.32
4013	JACKSON INDUSTRIAL CON	WIDEN DPW DOOR OPENINGS - FINAL PAYMENT	2025.134	17,172.10
31047	KATZ WELL DRILLING INC	BUCKET TRUCK TOOL BOXES	2025.156	3,097.50
31133	KATZ WELL DRILLING INC	TOOL BOXES FOR VEHICLE #2324		723.82
31215	KATZ WELL DRILLING INC	REWORK TRUCK TOOL BOX		200.00
S114891595.001	KENDALL ELECTRIC INCOR	VFD COOLING FANS		245.22
102810676	KIMBALL MIDWEST	WASHERS, DRILL SET, DISPENSER		475.83
01/02/2025	L & S PROPERTIES MANAG	UB refund for account: 301300008		257.46
120442	L.D. DOCSA ASSOCIATES	PHASE 2 CLARIFIER REHABILITATION	2024.176	18,528.30
2024027.00 - 22410	LAWSON-FISHER ASSOCIAT	2024 NUISANCE PLANT MONITORING AND REPOR	2024.315	12,887.37
2024028.00 - 22410	LAWSON-FISHER ASSOCIAT	2024 OWNERS DAM SAFETY UPDATE REPORTING		1,975.68
2411-526249	LEGG LUMBER	PROVIA ENDURE WINDOW, CAULK, FASCIA TRIM		851.96
2411-526847	LEGG LUMBER	4X8 MDF BOARD W/ CUTTING		52.55
015447	LEWEY'S SHOE REPAIR	UNIFORMS - THOMPSON		40.00
46445318	LINDE GAS & EQUIPMENT,	CUST NO. 59879658 GASES		166.85
2024WINTERTAX	MARENGO TOWNSHIP	2024 WINTER PROPERTY TAXES PARCEL #15-31		1,497.18
12102024CR	MARSHALL COMMUNITY CRE	CREDIT CARD - CHRISTY RAMEY 0075		105.05
12102024COM	MARSHALL COMMUNITY CRE	CREDIT CARD - CITY OF MARSHALL 0668		1,068.02
12102024DP	MARSHALL COMMUNITY CRE	CREDIT CARD - DEREK PERRY 0601		1,584.90
12102024JM	MARSHALL COMMUNITY CRE	CREDIT CARD - JUSTIN MILLER 0593		752.92
12102024ME	MARSHALL COMMUNITY CRE	CREDIT CARD - MARTIN ERSKINE 0551		473.61
12102024JL	MARSHALL COMMUNITY CRE	CREDIT CARD - JOSHUA LANKERD 0577		236.11
12102024MF	MARSHALL COMMUNITY CRE	CREDIT CARD - MARSHALL FIBERNET 0569		673.12
12102024MD	MARSHALL COMMUNITY CRE	CREDIT CARD - MARGUERITE DAVENPORT 0018		591.40
12102024KA	MARSHALL COMMUNITY CRE	CREDIT CARD - KRISTOPHER AMBROSE 0635		59.69
14994	MARSHALL FEED & GRAIN	MUCK BOOTS		542.00
24-068 - 3	MCKENNA	MARSHALL PLANNING & ZONING SERVICES OCTO		1,472.50
23-039 - 17	MCKENNA	BUILDING INSPECTION CONTRACT FOR FORD TH	2025.078	106,944.44
01/04/2025	MELANIE BLANDO	UB refund for account: 3539		50.00
Y9586H83HN	MICHIGAN FIRE INSPECTO	2025 MFIS MEMBERSHIP DUES - GOBLE		40.00
2025MSFA	MICHIGAN STATE FIREMEN	2025 MSFA MEMBERSHIP DUES		100.00
650500	NAPA OF MARSHALL	ACCT NO. 1400 THERMOSTAT GASKET		1.91
650810	NAPA OF MARSHALL	ACCT NO. 1400 IMPACT SOCKET		52.08
651093	NAPA OF MARSHALL	ACCT NO. 1400 400W 12V/DC INVERTER		52.70
NN572759	NEONOVA NETWORK SERVIC	ISP TECH SUPPORT NOVEMBER 2024		1,814.45
129319	O'LEARY WATER CONDITIO	METER OFFICE COOLER RENTAL (NOV/DEC) & B		120.50
4788-416851	O'REILLY FIRST CALL	ACCT NO. 1741510 EXT SKT ST		16.99
3034172	OFFICE THREE SIXTY INC	COPY PAPER		251.94
3034080	OFFICE THREE SIXTY INC	COPY PAPER		251.94
3038526	OFFICE THREE SIXTY INC	CALENDARS		57.44
3038537	OFFICE THREE SIXTY INC	CALENDARS		86.56
3038537B1	OFFICE THREE SIXTY INC	CALENDARS		12.29
3038883	OFFICE THREE SIXTY INC	POST-IT NOTES		9.98
12162024	PENNOCK, MICHAEL	ENERGY OPTIMIZATION - AIR CONDITIONER		200.00

01/17/2025 09:29 AM
User: KWAGNER
DB: Marshall

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 01/03/2025 - 01/03/2025
JOURNALIZED
PAID

Page: 3/3

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
12192024	POPE, BONNIE	ENERGY OPTIMIZATION - AIR CONDITIONER &		400.00
1596429	PROSHRED SECURITY	MRLEC SHRED SERVICES THROUGH 11/15/24		105.00
24-0293	QUALITY EXCAVATORS INC	MATERIALS (SAND, GRAVEL, TOPSOIL, MULCH,		1,872.50
69481	R&R FIRE TRUCK REPAIR,	BREATHING AIR COMPRESSOR ANNUAL MAINTENA		1,135.38
01/03/2025	ROSAS, ELOY	UB refund for account: 3200700019		46.69
232604	SPICER GROUP	ENGINEERING SERVICES THROUGH 9/28/24		1,018.75
233898	SPICER GROUP	2024 DRIVEWAY MODIFICATIONS THROUGH 10/2 2025.091		3,478.50
2838584	SUMMIT FIRE PROTECTION	ANNUAL FIRE EXTINGUISHER INSPECTION - OA		385.00
21132	TIRE CITY TIRE PROS	TIRE		200.60
01032025	V & V ASSESSING LLC	ASSESSING SERVICES 1/1/25 - 1/31/25	2025.001	5,200.00
12162024	WEAVER, KARL	ENERGY OPTIMIZATION - AIR CONDITIONER		250.00
6619192	XEROX FINANCIAL SERVIC	CUST NO. 69580 XEROX LEASE 12/4/24 - 1/3		1,836.49
GRAND TOTAL:				253,402.38

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 01/10/2025 - 01/10/2025
JOURNALIZED
PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
1PKJ-7KG9-YD9G	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 SCREWS		32.97
1P6W-MCPD-6L7Y	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 HEADLAMPS, BATTE		1,353.13
38147491	APPLIED CAPITAL, LLC	CONTRACT NO. 132-1753516-000 MRLEC COPIE		117.52
2697202	APPLIED INNOVATION	ACCT NO. LAG783-007 MRLEC COPIER SERVICE		78.82
12222024	BROWN, SEAN	BOOT ALLOWANCE - BROWN, SEAN		108.12
01102025	CALHOUN COUNTY TREASUR	2024 WINTER AD VALOREM DIST #2		196,130.32
01062025	CALHOUN INTERMEDIATE S	2024 WINTER AD VALOREM DIST #2		268,407.26
12012024	COGENT COMMUNICATIONS	ACCT NO. CITYOFMA00002 MAJOR CAMPUS 1000 2025.092		10,000.00
188256	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES PSB		198.76
10640	FUG, INC./MARSHALL CUS	SAFETY SWEATSHIRTS WITH SCREEN PRINTING		448.00
122654873	GLOBAL INDUSTRIAL	GLOVES		149.75
H25178	GORNO FORD, INC	2025 FORD EXPLORER HYBRID POLICE VEHICLE 2025.088		51,989.00
9334444370	GRAINGER	FURNACE FILTERS		40.68
9343558673	GRAINGER	PAPER TOWELS		139.30
9339904450	GRAYBAR ELECTRIC	RACK		479.37
9340037837	GRAYBAR ELECTRIC	FIBER DROP CLAMPS		307.42
2499	GREAT LAKES FUNDRAISIN	YOUTH BASKETBALL & ADULT REC CHAMPION T-		1,059.00
2024908	GRP ENGINEERING A VERD	ENGINEERING SERVICES FOR THE MEGASITE CI		450.00
2024926	GRP ENGINEERING A VERD	ENGINEERING SERVICES - GENERAL MISC SERV		1,210.00
01/09/2025	HEIDENREICH, JOHN	UB refund for account: 192701		45.12
12022024	HERITAGE CLEANERS	ACCT NO. 100243 DRY CLEANING SERVICE FOR		294.00
0004-LEGGITT	HUNTER-PRELL COMPANY	LEGGITT ROAD RECONSTRUCTION PAY EST. #4 2023.225		7,803.99
3165866974	IDEXX DISTRIBUTION, IN	LAB SUPPLIES		1,738.48
4312774	IIX INSURANCE INFORMAT	ACCT NO. 888907 MOTOR VEHICLE REPORTS/AC		44.80
182527	IMPACT SOLUTIONS	PROCESSING/SHIPPING FEE FOR ENVELOPES &		27.00
38100	J AND K PLUMBING SUPPL	CONDUIT HANGERS, PVC PIPE FOAM CORE (KEY		184.72
38148	J AND K PLUMBING SUPPL	CONDUIT HANGERS, PVC FOAM CORE PIPE (TOO		32.00
2025.093-PAY APP #2	JOE RAICA EXCAVATING,	BRIARWOOD DEVELOPMENT INFRASTRUCTURE (FO 2025.093		164,499.89
9599	JS BUXTON	CHEMICALS - LIME		1,000.00
01/09/2025	KEAGLE, DAWSON PIERCE-	UB refund for account: 801420003		174.80
01062025	KELLOGG COMMUNITY COLL	2024 WINTER AD VALOREM DIST #2		155,716.87
104828-A	LANSING UNIFORM COMPAN	FIRE UNIFORMS		229.85
2024028.00 - 22411	LAWSON-FISHER ASSOCIAT	2024 OWNERS DAM SAFETY UPDATE REPORTING 2024.316		987.84
247025	LEGAL & LIABILITY RISK	ONLINE-DIGITAL EVIDENCE SEARCH WARRANT S		175.00
2412-527316	LEGG LUMBER	4X4-8' TREATED		23.98
2412-527836	LEGG LUMBER	4X4-8' TREATED, 2X12-8' TREATED		42.97
2412-527871	LEGG LUMBER	2X12-8' TREATED		18.99
2412-528005	LEGG LUMBER	3/4" TREATED PLYWOOD (DOWNTOWN PANELS)		46.99
019837	LEWEY'S SHOE REPAIR	BOOT ALLOWANCE - WISE, TIM		220.00
4029	MAIL MANAGEMENT, INC.	SERVICE MAINTENANCE RENEWAL DS64 FOLDER/		975.00
01102025	MARANA GROUP	ACCT NO. M323 PREPAYMENT FOR DAILY MAIL		1,000.00
01062025	MARSHALL AREA FIRE FIG	2024 WINTER AD VALOREM DIST #2		60,138.89
01072025	MARSHALL COMMUNITY CRE	PROPERTY TAX REFUND - PARCELS PAID		2,276.62
01062025	MARSHALL PUBLIC SCHOOL	2024 WINTER AD VALOREM DIST #2		366,444.25
24-068 - 4	MCKENNA	MARSHALL PLANNING & ZONING SERVICES NOVE		340.00
37802335	MCMASTER-CARR	GREASE GUN		93.42
37859289	MCMASTER-CARR	PADLOCKS		215.44
18	MCSA GROUP, INC.	SERVICES FOR EATON PARK DESIGN NOVEMBER 2025.182		12,137.50
S5464295.002	MEDLER ELECTRIC COMPAN	ELECTRIC TAPE		290.55
S5469732.001	MEDLER ELECTRIC COMPAN	MATERIALS FOR TEMP SERVICE PANEL/BOARD		511.45
24921	MWEA	2025-2026 MWEA MEMBERSHIP - HAZEL, CHAD		100.00
24924	MWEA	2025-2026 MWEA MEMBERSHIP - HOFFMAN, STE		100.00
651285	NAPA OF MARSHALL	ACCT NO. 1400 BELT		23.55
512670	NORTH CENTRAL LABORATO	LAB SUPPLIES	2025.008	1,099.15
901286	NYE UNIFORM COMPANY	POLICE BADGE		156.14
903298	NYE UNIFORM COMPANY	OC AEROSOL		18.50
4788-418595	O'REILLY FIRST CALL	ACCT NO. 1741510 SHOE ASSY, WIPER FLUID,		106.02
12986	OAKLAND COMMUNITY COLL	PPCT GROUND CONTROL SCHOOL TUITION - HUG		375.00
56856804	POWER LINE SUPPLY	GREEN MARKING FLAGS		280.00
17009	POWER PLANT COMPLIANCE	EMISSION TESTING ON UNIT #4 ON NOVEMBER 2025.166		10,044.00
1617507	PROSHRED SECURITY	MRLEC SHRED SERVICES THROUGH 12/9/24		105.00
369061	PVS TECHNOLOGIES, INC.	CHEMICALS - FERRIC CHLORIDE	2025.027	9,446.28
24-0338	QUALITY EXCAVATORS INC	RENT DUMP TRUCK & LOADER FOR SNOW REMOVA		837.50
990	REDMON ENGINEERING COM	AIR DIFFUSER ANALYSIS		800.00
01102025	ROYAL SWINE BBQ	ANNUAL EMPLOYEE LUNCHEON & RECOGNITION		2,013.80
132544	SAFETY SERVICES, INC.	GLOVES & SAFETY VESTS		216.24
01/09/2025	SHARRAR, JOSEPH & ASHL	UB refund for account: 103600		46.84
9232	SNIDER RECREATION INC.	PLATFORM CLAMP, HARDWARE PACKAGE		154.00
01/09/2025	SNYDER, ELIZABETH	UB refund for account: 1700540003		9.20
2325836-A	STANTEC CONSULTING MIC	CITYWORKS 23 UPGRADE APPLICATION REVIEW 2025.096		2,996.50
2325836-B	STANTEC CONSULTING MIC	HUGHES STREET DEVELOPMENT - CONCEPT PLAN 2024.251		2,428.50
01/09/2025	STEINKIRCHNER, ARTHUR	UB refund for account: 222301		10.44
01062025	TACC	2024 WINTER AD VALOREM DIST #2		229,429.62
111924 - 8	THE ROSSOW GROUP	ADVANCED FOIA TRAINING - EUBANK, TRAVIS,		820.00
BC-PSINV032465	THERMALNETICS, LLC	3 YEAR HVAC SERVICE AGREEMENT (YEAR 2) D 2025.016		1,040.58
249	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 12/30/24 - 1/5/2 2025.173		3,948.00
12302024	TRACTOR SUPPLY CREDIT	ACCT NO. 6035 3012 0359 5572 HAND TRUCK,		318.91
INV00555287	USABLUEBOOK	LMI PUMP HEAD		283.94
INV00560684	USABLUEBOOK	HACH DPD FOR 10ML SAMPLE 100/PK, POWDER		319.86

01/17/2025 09:31 AM
User: KWAGNER
DB: Marshall

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 01/10/2025 - 01/10/2025
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PAID

Page: 2/2

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
12242024	WOW! BUSINESS	ACCT NO. 013934621 DPW		48.15
12292024	WOW! BUSINESS	ACCT NO. 014226414 FIRE STATION		140.46
GRAND TOTAL:				1,578,146.01



MICHIGAN SOUTH CENTRAL POWER AGENCY

168 DIVISION STREET
COLDWATER, MICHIGAN 49036
PHONE (517) 279-6961
FAX (517) 279-6969

INVOICE MONTH: December, 2024
INVOICE DATE: 1/17/2025
DUE DATE: 1/30/2025
TOTAL AMOUNT DUE: \$804,858.94

MARSHALL CITY ELECTRIC DEPARTMENT
323 WEST MICHIGAN AVENUE
MARSHALL, MICHIGAN 49068
ATTN: KEVIN MAYNARD

MSCPA Member Power Billing - December, 2024

Total Power Charges:	\$695,950.70
Transmission / Capacity / Ancillary Services:	\$76,612.33
Total Other Charges:	\$9,109.36
Total Miscellaneous Charges:	\$23,186.54

TOTAL CHARGES **\$804,858.94**

NOTE: PLEASE SEE ENCLOSED BACKUP FOR ADDITIONAL DETAIL

* Any amounts due and not paid by the due date shall bear interest at the rate of 1% per month until paid

Notes:

ITEM: 9.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
DATE: January 21, 2025
SUBJECT: **2025 ACTION PLAN**

On January 11, 2025, the City Council approved the 2025 Action Plan. The final version will be placed on the City website and progress updates will be provided at 6 months and at the end of the calendar year.

BUDGET IMPACT:

None.

RECOMMENDATION:

Receive the 2025 Action Plan.

2025 Action Plan

Finance

- Create and Adopt FY2026 Budget
- Complete the FY 2025 Audit
- Create and Adopt 2026-2031 CIP
- Review existing Property and Liability Insurance program
- Develop and implement a minimum cash reserve policy for FiberNet
- Review the Purchasing Ordinance and Policy
- Review current Utility Bill Format for potential redesign
- Review customer on-line payment interface and software program
- Examine and improve customer outage and response interface and functionality
- Complete and Implement new Cost Allocation Plan
- Complete and Implement LDFA Public Safety funding agreement

Clerk

- Update the FOIA policy and procedures
- Update and implement the Records Retention Policy and Program
- Complete the Ward Reapportionment Process
- Implement the video and audio recording of all Boards and Commission meetings

Police

- Evaluate and Improve the Code Enforcement Program
 - Increase proactive enforcements
 - Evaluate adding part-time Code Enforcement Officer
- Improve the School Resource Officer Program
 - Renew Contract with Marshall Public Schools
 - Increase training opportunities
 - Assist in implementation of Handle with Care Program
- Research and implement a Drone program
- Increase Traffic Enforcement Efforts
- Develop and Implement a community camera program
- Evaluate and research camera and body camera systems for replacement
- Improve Community Engagement Efforts
 - Implement Versaterm Community Engagement Software
 - Continue to improve upon our community training program and events

Fire

- Reduce ISO rating to a 3 or lower
- Implement a resident door-to-door free smoke detector installation program
- Continue Advanced Training Programs
 - Hazardous Materials Technician, Premier Swift Water Rescue, etc.
- Continue working with Ford to properly prepare for BlueOval LFP battery manufacturing
- Certify (FF I&II) and train new Part-Paid On-call Employees

- Continue Training and fostering Partnerships with surrounding Fire Department agencies

Safety

- Continue monthly Safety Program and annual Safety Day
- Continue to work with the Employee Events Committee to improve interdepartmental relationships and morale

Public Services

- Complete Verona Road- West Drive construction project
- Continue development and oversight of the MAJOR Campus utility extension
- Establish MAJOR Campus Stormwater System Operations and Maintenance Plan
- Complete tree planting program and achieve Tree City USA certification
- Complete Tree Inventory, Tree Assessment, and Maintenance Program
- Complete detailed laser scan and coat basin of the Brooks Memorial Fountain
- Continue lead service line inventory and replacements program
- Establish sewer pipe assessment program and sewer collection model
- Complete the Cosmopolitan Watermain construction project
- Complete Valley View I and Neighborhood Sidewalk construction projects
- Review Citywide Rubbish contract and program
- Complete Risk and Resiliency, Emergency Response, Water Reliability and Asset Management plans for the water utility

Electric

- Electric System Reliability—meet or exceed 2024 SAIFI, SAIDI, CAIDI, ASAI
- Replace approximately 70 wooden poles
- Replace 500 electromechanical electric meters
- Maintain 92% or greater generating unit availability
- Generate at least 1,200,000 kWh from Marshall Hydroelectric Project
- Maintain competitive rates with Consumers Energy and DTE across all rate classes
- Achieve zero lost time accidents
- Develop and Implement Department Organization and Succession Plan

FiberNet

- Finalize Capital Improvement Plan for network components and infrastructure
- Develop and Implement Marketing and Sales program
- Develop and Implement Department Organization and Staffing Plan

Information Technology

- Replace the Citywide telephone system
- Review Citywide IT Services contract

Buildings and Grounds

- Complete a building needs assessment and maintenance plan for each of the city facilities

Community Development

- Update the City Master Plan including the Non-Motorized Master Plan
- Following the Completion of the Master Plan, review the Zoning Ordinance for updates
- Achieve Redevelopment Ready Community Certification
- Implement the downtown Traffic Calming Project in partnership with MDOT
- Complete the LDFA- Brooks Parcel Inventory update project
- Continue partnership with MAEDA and MEDC to develop the Marshall MAJOR Campus
- Continue Adaptive Reuse program for the upper floors in the downtown
- Continue Housing Development projects using NIA TIF and other incentives
- Investigate opportunities for retail cannabis facilities
- Complete the improvements to the Athletic Field Expansion/Eaton Park
- Pursue the construction of the River District pathway, signage and amenities
- Implement the revised sign ordinance
- Develop wayfinding signage plans for downtown businesses, City properties and points of interest.

ITEM: 10.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
William Dopp, Finance Director/ City Treasurer
DATE: January 21, 2025
SUBJECT: **JULY 1, 2025 - JUNE 30, 2031, CAPITAL IMPROVEMENT PROGRAM (CIP) ADOPTION**

Each year, Council is presented with a Capital Improvement Program (CIP) which is the *guide* for future capital improvements for the City of Marshall. Through the CIP process, the groundwork has been laid to ensure that capital improvements are identified and prioritized. The resources to provide those needs are also analyzed. The proposed CIP is published on the City's website on the Finance Department's home page, and was included in the Council packet for the December 16, 2024, Council meeting.

The Marshall City Planning Commission held a public hearing at its January 8, 2025, regular meeting. The Planning Commission's role is to review the CIP to make certain it addresses any priorities included in the Master Plan for Future Land Use or any capital improvement that will require site plan review. The Planning Commission accepted and recommended Council approval of the CIP.

On December 16, 2024, the Council scheduled a public hearing for January 21, 2025 to receive comments on the proposed Capital Improvement Program. Following the public hearing, Council will be asked to adopt the CIP as presented or with any changes the Council deems necessary.

BUDGET IMPACT:

There is no budget impact as this is a planning document only.

RECOMMENDATION:

Approve the July 1, 2025, through June 30, 2031, Capital Improvement Program (CIP) as presented.

FUND	Department	Project Title	Priority Ranking	Estimated Useful Life	Source of Funding	Project Narrative/Purpose	2025-2026 Expenditure	2026-2027 Expenditure	2027-2028 Expenditure	2028-2029 Expenditure	2029-2030 Expenditure	2030-2031 Expenditure	City Expenditure	Other Funds or Grant Share	Total Expenditure
101	DPW	Facility Needs Assessment	2	10	General Fund	Facility Assessment and Planning The DPW building does not meeting the City's needs due to design and condition. The first step in determining how to move forward is to complete an assessment/review of the Departments needs.	\$40,000						\$40,000		\$40,000
101	DPW	Facility: Material Storage Building	3	175	General Fund	New Storage Building Material Storage for Salt, Sand, Top Soil, Gravel.		\$100,000					\$100,000		\$100,000
101	DPW	Equipment	2	15	General Fund	Asphalt Hot Box Trailer Replace inoperable hot box Without hot box, asphalt patch material cools very quickly which results in bad pothole patching and material waste.	\$50,000						\$50,000		\$50,000
101	Engineering	GIS and Cityworks Support	2	20	Various	GIS & Cityworks Support Anticipated growth will result in the need for GIS and Cityworks supports in the engineering department.	\$30,000	\$30,000	\$30,000	\$30,000			\$120,000		\$120,000
101	Engineering	MAJOR Campus Stormwater District	1	20	Various	Stormwater District The City of Marshall will be responsible for the operation and maintenance of a stormwater management system that supports the MAJOR Campus. The system consists of stormwater conveyance infrastructure and two large stormwater basins. The conveyance infrastructure includes open swales and ditches and a variety of culverts, all of which total over 5,000 feet of conveyance structures. The stormwater basins total approximately 60 acres in size.	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$450,000		\$450,000
101	Engineering	Engineering Standards	2	20	Various	Engineering Standards Develop standard details and specifications for water, wastewater, stormwater, and roads.	\$50,000						\$50,000		\$50,000
101	Engineering	Asset Management Plan(s)	3	20	Various	Asset Management Program and Plans Develop a city-wide asset management program that would identify the level of service, goals, and overall standardization of Asset Management Plans. Complete the water, sewer, stormwater, and roads asset management plans.		\$60,000	\$70,000				\$130,000		\$130,000
101	PSB	Building Expansion	2	10	General Fund	Building Expansion Planning Analyze existing building for current and future use. Use facility assesment to determine future needs. Develop conceptual plan for expansion of facility to meet needs.			\$75,000				\$75,000		\$75,000
101	PSB	Facility Assessment	2	10	General Fund	Building Expansion Planning Analyze existing building for current and future use. Use facility assesment to determine future needs. Develop conceptual plan for expansion of facility to meet needs		\$50,000					\$50,000		\$50,000
101	PSB	Building Improvements	1	40	General Fund	Building Expansion Planning Analyze existing building for current and future use. Use facility assesment to determine future needs. Develop conceptual plan for expansion of facility to meet needs	\$30,000						\$30,000		\$30,000
101	PSB	Building Roof	1	35	General Fund	Building Expansion Planning Analyze existing building for current and future use. Use facility assesment to determine future needs. Develop conceptual plan for expansion of facility to meet needs				\$300,000			\$300,000		\$300,000
101	PSB	Engineering- Office HVAC	1	5	General Fund	Building Expansion Planning Analyze existing building for current and future use. Use facility assesment to determine future needs. Develop conceptual plan for expansion of facility to meet needs	\$25,000						\$25,000		\$25,000
101	PSB	Replace Garage/Warehouse Heat and Lighting	1	25	General Fund	Building Expansion Planning Analyze existing building for current and future use. Use facility assesment to determine future needs. Develop conceptual plan for expansion of facility to meet needs	\$250,000						\$250,000		\$250,000
101	PSB	Replace HVAC	2	5	General Fund	Building Expansion Planning Analyze existing building for current and future use. Use facility assesment to determine future needs. Develop conceptual plan for expansion of facility to meet needs		\$50,000					\$50,000		\$50,000

FUND	Department	Project Title	Priority Ranking	Estimated Useful Life	Source of Funding	Project Narrative/Purpose	2025-2026 Expenditure	2026-2027 Expenditure	2027-2028 Expenditure	2028-2029 Expenditure	2029-2030 Expenditure	2030-2031 Expenditure	City Expenditure	Other Funds or Grant Share	Total Expenditure
101	PSB	Carpet Replacement	2	12	General Fund	Building Expansion Planning Analyze existing building for current and future use. Use facility assesment to determine future needs. Develop conceptual plan for expansion of facility to meet needs		\$30,000					\$30,000		\$30,000
101	PSB	Parking and Driveways	1	12	General Fund	Building Expansion Planning Analyze existing building for current and future use. Use facility assesment to determine future needs. Develop conceptual plan for expansion of facility to meet needs				\$25,000			\$25,000		\$25,000
101	PSB	Parking and Driveways	1	25	General Fund	Building Expansion Planning Analyze existing building for current and future use. Use facility assesment to determine future needs. Develop conceptual plan for expansion of facility to meet needs						\$100,000	\$100,000		\$100,000
101	City wide	S Kalamazoo Pathway - River District	2	20	General Fund	Building Expansion Planning Analyze existing building for current and future use. Use facility assesment to determine future needs. Develop conceptual plan for expansion of facility to meet needs						\$1,000,000	\$500,000	\$500,000	\$1,000,000
101	City wide	Sidewalk repairs	3	20	General Fund	Analyze existing building for current and future use. Use facility assesment to determine future needs. Develop conceptual plan for expansion of facility to meet needs	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$300,000		\$300,000
101	Parks	Stuarts Landing Improvements	3	30	Grants & other	Rehabilitation of Stuart's Landing including the following updates: replace canoe/kayak launch, a new shelter, a linear path around the site, improved shoreline and river access, and related improvements.			\$910,000				\$0	\$910,000	\$910,000
101	Parks	Repair Brooks Fountain	1	25	General Fund	The Brooks Fountain structural repairs.			\$750,000	\$750,000	\$500,000		\$2,000,000		\$2,000,000
101	Parks	Carver Park Fountain Replacement/Repair	2	30	General Fund	Carver Park Fountain replacement.						\$100,000	\$100,000		\$100,000
101	Parks	Riverwalk Repairs Phase 1B	1		General Fund	Replace structural beams along riverwalk. Fix and replace fencing and deckboards. Trim and remove trees throughout riverwalk.	\$200,000						\$50,000	\$150,000	\$200,000
101	Parks	Riverwalk Repairs Phase 2	2		General Fund	Replace structural beams along riverwalk. Fix and replace fencing and deckboards. Trim and remove trees throughout riverwalk.		\$200,000					\$50,000	\$150,000	\$200,000
101	Parks	Riverwalk Repairs Phase 2B	3		General Fund	Replace structural beams along riverwalk. Fix and replace fencing and deckboards. Trim and remove trees throughout riverwalk.			\$500,000				\$200,000	\$300,000	\$500,000
101	Parks	Riverwalk Repairs Phase 3	3		General Fund	Replace structural beams along riverwalk. Fix and replace fencing and deckboards. Trim and remove trees throughout riverwalk.				\$500,000			\$200,000	\$300,000	\$500,000
101	Parks	Riverwalk Repairs Phase 3B	3		General Fund	Replace structural beams along riverwalk. Fix and replace fencing and deckboards. Trim and remove trees throughout riverwalk.					\$500,000		\$200,000	\$300,000	\$500,000
101	Parks	Riverwalk Extension	3	30	General Fund	Extend Riverwalk west of Kalamazoo towards Historic Bridge Park, partner with County.						\$3,500,000	\$0	\$3,500,000	\$3,500,000
101	Parks	Athletic Field Renovations	2	7	General Fund	Athletic Field Resurface, clay replacement for pitching areas and batters boxes, level outfield with sand, replace all base pegs, new bases for all fields, fencing repairs.		\$150,000					\$50,000	\$100,000	\$150,000
101	Parks	Ketchum Park Great Lawn	2	50	General Fund	LOWER KETCHUM COMMONS AND PROMENADE Work related to the establishment of the lower lawn commons, drainage system, and its perimeter pedestrian walkway. Also included is the main path between parking on Montgomery Street and the Rotary Bridge. Construction Cost: \$143,000 Construction and Soft Costs: \$185,900.						\$1,285,900	\$0	\$1,285,900	\$1,285,900
101	Parks	North & South Ketchum Park Parking Lot	4	15	General Fund	Mill and repave parking lot/paint parking spots.			\$35,000				\$35,000		\$35,000
101	Parks	Sand Volleyball Court Renovations	2	20	General Fund	Replace all fencing at Volleyball courts, remove current sand and equipment. Replace with sugar sand. Replace post with new. Replace nets.		\$250,000					\$100,000	\$150,000	\$250,000
101	Parks	Skate Park Equipment	2	30	General Fund	Adding up to date & safe skateboard equipment to existing skatepark.	\$100,000						\$25,000	\$75,000	\$100,000
101	Parks	Athletic Field Playground Replacement	2	20	General Fund	Replace Old playground equipment.		\$75,000					\$25,000	\$50,000	\$75,000
101	Parks	North Ketchum Park Playground Replacement	2	20	General Fund	Replace Old playground equipment.			\$75,000				\$25,000	\$50,000	\$75,000
101	Parks	Shearman Park Playground Replacement	2	20	General Fund	Replace Old playground equipment.				\$75,000			\$25,000	\$50,000	\$75,000
101	Parks	Kids Kingdom Renovation	2	30	General Fund	Replace dilapidated equipment with new equipment @ Kids Kingdom. Update with state of the art play structure with accessible equipment for all.					\$1,000,000		\$0	\$1,000,000	\$1,000,000
TOTAL							\$300,000	\$675,000	\$2,270,000	\$1,325,000	\$2,000,000	\$4,885,900	\$3,085,000	\$8,370,900	\$11,455,900

FUND	Department	Project Title	Priority Ranking	Estimated Useful Life	Source of Funding	Project Narrative/Purpose	2025-2026 Expenditure	2026-2027 Expenditure	2027-2028 Expenditure	2028-2029 Expenditure	2029-2030 Expenditure	2030-2031 Expenditure	City Expenditure	Other Funds or Grant Share	Total Expenditure
101	Clerk	Election Tabulators	1	10	General Fund	Replace existing 3 tabulators and Voter Assist Terminal, which have reached end of life, with new State and County approved equipment.		\$30,000					\$30,000		\$30,000
TOTAL							\$0	\$30,000	\$0	\$0	\$0	\$0	\$30,000	\$0	\$30,000
101	Fire	Self-Contained Breathing Apparatus	3	10	General Fund/Grants	Our current Self Contained Breathing Apparatus was purchased in the beginning of 2018. They have a life expectancy of 10 to 15 years. This is mandated by MIOSHA and is National Fire Protection Association and Manufactures recommendations. We will need to replace these by the end of 2031.						\$250,000	\$250,000		\$250,000
101	fire	Fire Hose	2	25 Years	General Fund	Replace Fire Hose.		\$30,000					\$30,000		\$30,000
101	Fire	Fire Station Roof	2	25 Years	General Fund	Repair Fire station Roof that was not installed Properly.	\$110,000						\$110,000		\$110,000
101	Fire	Auxiliary Fire Equipment	4	25	General Fund	We have auxiliary equipment such as compressor and fill station for SCBA Bottles and Oxygen Bottles and a hose washer for cleaning soiled fire hose after fires. These are items that will eventually need replaced in the future. They last a long time be we need to plan for replacement through the CIP. Is it better to plan a yearly contribution to CIP or just fund we needed if they need replaced.						\$75,000	\$75,000		\$75,000
TOTAL							\$110,000	\$30,000	\$0	\$0	\$0	\$325,000	\$465,000	\$0	\$465,000
101	Police	Taser Upgrade	3	5-7 years	General Fund	The Police Department issues each sworn officer the Axon Taser X-2 weapon as a less than lethal use of force option. National studies have shown the Taser as an effective means of applying force at a distance, thus minimizing the risks of injury to patrol officers from a physical altercation. Axon only warranties their devices for 5 years, and have typically phased in a newer model every five years. As they are a weapon that can cause injury or death, we should strive to keep the warranty in place. This is both for officer safety (if Taser malfunctions due to age), and to some degree of liability mitigation, as Taser may not legally support us if we are using an out of warranty device.			\$35,000				\$35,000		\$35,000
101	Police	Firearm Replacement	3	10-15 years	General Fund	Replacement of glock pistols and shot guns. Includes red dot sights, holsters and accessories.		\$30,000					\$30,000		\$30,000
101	Police	Community Camera Project	2	5-7 years	General Fund	A community camera program is an integrated camera system that will improve the safety of the Marshall Communtiy. The program includes surveillance cameras at the city parks, traffic cameras to monitor high traffic areas, and software that will use LPR, AI, and dispatch integration to assist law enforcement and first responders.		\$250,000					\$0	\$250,000	\$250,000
101	Police	MVR/Body Camera Change Over	1	5-7 years	General Fund	Moble Car Camera and Body Camera replacement.	\$140,000						\$140,000		\$140,000
TOTAL							\$140,000	\$280,000	\$35,000	\$0	\$0	\$0	\$205,000	\$250,000	\$455,000
202	Major Streets	Road Reconstruction	1	100	Act 51	South Marshall Street Michigan to Spruce Street Reconstruction the street from curb to curb, analyze for non-motorized improvements. Engineering Design FY26.	\$54,200	\$487,800					\$542,000		\$542,000
202	Major Streets	Partial Reconstruction	3	15	Act 51	East Green Street Marshall Ave - City Boundary Full reconstruction in area over the watermain, repair patches from franchise utility work, improveme non-motorized assets.				\$562,000			\$562,000		\$562,000
202	Major Streets	Road Reconstruction	1	100	Act 51	South Marshall Street Spruce to Clinton Reconstruction the street from curb to curb, analyze for non-motorized improvements, and assess the intersection of Spruce, S Marshall, and Exchange; will use MDOT Small Urban Program Funding Engineering Design FY26; application for Small Urban Grant FY26.	\$63,200	\$953,800					\$632,000	\$385,000	\$1,017,000

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202	Local Streets	Partial Reconstruction	4	15	Street Millage	Mulberry Prospect to Hanover Pair with watermain project						\$376,000	\$376,000		\$376,000
202	Local Streets	Partial Reconstruction	4	15	Street Millage	Forest St Allen to Sibley Pair with watermain project Possible new sidewalk installation						\$210,000	\$210,000		\$210,000
202	Local Streets	Partial Reconstruction	4	15	Street Millage	Sibley Lane Okeefe to Forest Partial Reconstruction Pair with Watermain Project						\$405,000	\$405,000		\$405,000
202	Local Streets	Road Partial Reconstruction	2	100	Street Millage	North Gordon Street Mansion to Forest Full reconstruction for watermain trench, Partial reconstruction on remaining road area.					\$535,000		\$535,000		\$535,000
202	Local Streets	Road Reconstruction	4	25	Street Millage	Rose St & Oak St Full Reconstruction Potential non-motorized improvements Pair with Watermain Project						\$497,000	\$497,000		\$497,000
203	Local Streets	Road Partial Reconstruction	2	25	Act 51	High Street Forest to Michigan Ave Full reconstruction for portion of watermain replacement. Partial reconstruction on remainder of road.					\$566,000		\$566,000		\$566,000
203	Local Streets	Fountain St. Paving	2	25	Act 51	Fountain Street Michigan to Hanover Rehabilitation Construction to follow completion of the Recreation Fields Pickleball and Splash Pad Project.		\$130,000					\$130,000		\$130,000
TOTAL							\$117,400	\$1,571,600	\$0	\$562,000	\$1,101,000	\$1,488,000	\$4,455,000	\$385,000	\$4,840,000
207	MRLEC	Front Parking Lot Expansion	3	40	MRLEC Operations	A need for additional parking has been identified at MRLEC. There are numerous times each month where the parking lot is overflowing because of trainings or events at MRLEC. The expansion will help solve this issue. The estimated cost (with assistance of the Marshall DPW) of expanding the parking lot is \$50,000. The new section will be added to the 5 year maintenance schedule for resurfacing.	\$100,000						\$35,000	\$65,000	\$100,000

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207	MRLEC	MRLEC Barn Expansion	1	40	MRLEC Operations	The MRLEC agencies have identified a need for an added secured storage area for vehicles held for evidence. Currently we are all being asked to hold vehicles for evidence when involved in major crimes. The delayed time frame is leading to vehicles being parked in the storage area of our shared barn. An addition is being proposed to be added to the MRLEC barn to individually secure 8-10 vehicles. The building would be on the east side of the building and would require new construction.		\$250,000					\$87,500	\$162,500	\$250,000
TOTAL							\$100,000	\$250,000	\$0	\$0	\$0	\$0	\$122,500	\$227,500	\$350,000
208	Recreation	Replacement of Athletic Field Light System	3	30	Recreation Fund	The current lights on diamond #1 & #2 are approaching the end of their expected life. The entire system should be replaced.			\$350,000				\$350,000		\$350,000
208	Recreation	Seal Coating Athletic Field Parking Lot & Pathways. Striping of Parking Lot	4	12	Recreation Fund	Seal Coating Athletic Field Parking Lot & Pathways is considered routine maintenance.	\$50,000				\$50,000		\$100,000		\$100,000
208	Recreation	Athletic Fields- Batting Cages	2	15	Recreation Fund	Two batting cages-35'x70'			\$30,000				\$30,000		\$30,000
208	Recreation	Recreation Athletic Facility	4	30	Grants/Fund Raising	Construction of a Recreation Center that would include 2 basketball courts, community room, etc.						\$6,000,000	\$6,000,000		\$6,000,000
TOTAL							\$50,000	\$0	\$380,000	\$0	\$50,000	\$6,000,000	\$6,480,000	\$0	\$6,480,000
211	Farmer's Market	Farmers Market Project	2	20	Grants / Fundraising	Replace old storage shed w/ newer larger shed 12x20 add electric throughout market area.	\$25,000							\$25,000	\$25,000
211	Farmer's Market	Farmer's Market Pavilion	3	40	Farmer's Market/Donations	Farmer's Market pavilion will include a covered area for the farmer's market. The space design will consider supporting a winter market, event space (in conjunction with social district), and maintaining parking.			\$1,000,000				\$500,000	\$500,000	\$1,000,000
TOTAL							\$25,000	\$0	\$1,000,000	\$0	\$0	\$0	\$500,000	\$525,000	\$1,025,000
247	NE NIA	Eastside Redevelopment Infrastructure	1	20	NIA TIF Capture	Infrastructure necessary to allow the redevelopment of the Land Bank property off of East Dr/Mann. Extension of water, sewer, storm sewer, roads, and sidewalks for the development. Does not include electric or fiber extension at this time.		\$1,341,900					\$1,341,900		\$1,341,900
247	NE NIA	Mann Extension	3	20	NIA TIF Capture	Infrastructure necessary to allow the extension of Mann to O'Keefe allowing the development of 10 acres for additional housing opportunities. Extension of water, sewer, storm sewer, roads, and sidewalks for the development.	\$1,520,700						\$1,520,700		\$1,520,700
247	NE NIA	Pratt Park Future Phases	3	20	NIA TIF Capture	Infrastructure necessary to allow for the development of future phases of Pratt Park for housing opportunities. Extension of water, sewer, storm sewer, roads, and sidewalks for the development.				\$3,172,800			\$3,172,800		\$3,172,800
TOTAL							\$1,520,700	\$1,341,900	\$0	\$3,172,800	\$0	\$0	\$6,035,400	\$0	\$6,035,400
248	Downtown Development Authority	North Activation Zone	2	30	DDA Revenues/Grants	The proposed Social Area will be a 4,000 square foot community area with tables and chairs in the northern portion of lot 10 along the south alley. The proposed trash component will be a coral for business use. The businesses to be served are those located along Michigan Avenue between Eagle Street and Jefferson Streets.			\$500,000	\$100,000			\$600,000		\$600,000
248	Downtown Development Authority	DDA Parking Lots (8,13,14,15)	2	15	DDA Revenues	Mill and pave downtown parking lots #8, 13, 14, 15.		\$78,400					\$78,400		\$78,400
248	Downtown Development Authority	DDA Parking Lots (1, 4, 5, 6, 7)	2	20	DDA Revenues	Mill and pave downtown parking lots #1, 4, 5, 6, 7.	\$115,200						\$115,200		\$115,200
248	Downtown Development Authority	Sound System Upgrades	3	15	DDA Revenues	Improve the downtown sound system and incorporate cameras for events and security. This is an estimate as this has not been explored with vendors at this time.	\$90,000						\$90,000		\$90,000

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TOTAL							\$205,200	\$78,400	\$500,000	\$100,000	\$0	\$0	\$883,600	\$0	\$883,600
250	LDFA	Oliver Drive Extension	3	30	LDFA reserves and possible Bond	Extension of Oliver Drive, water, and sewer infrastructure to serve over 100 acres of undeveloped Industrial zoned property.				\$550,000			\$550,000		\$550,000
250	LDFA	Udell Property Lift Station	3	30	LDFA reserves and possible Bond	Addition of a new sanitary lift station to serve 100+ acres of industrial zoned property. Exact location of station on property to be determined.			\$400,000				\$400,000		\$400,000
250	LDFA	Land Acquisition	2	50	LDFA reserves and possible Bond	Explore land acuisition possibilities.	\$500,000						\$500,000		\$500,000
250	LDFA	Pedestrian Path LDFA	2	15	LDFA reserves and possible Bond	Construction of an 10' wide patch connecting the Industrial Park to the south NIA and rest of town. Council has made a goal of increased walkability and we have seen an increased level of pedestrian activity to and from the Industrial Park.		\$166,700					\$166,700		\$166,700
250	LDFA	Pratt Avenue Rehabilitation	2	15	LDFA reserves and possible Bond	Mill and overlay of Pratt Avenue as it will be in need of maintenance due to age and condition.	\$413,500						\$413,500		\$413,500
TOTAL							\$913,500	\$166,700	\$400,000	\$550,000	\$0	\$0	\$2,030,200	\$0	\$2,030,200
251	S NIA	Hughes Street Infrastructure Extension	3	30	S NIA TIF Capture	Extension of sewer, electric, fiber, streets, etc. to add or create buildable lots.	TBD						\$0		TBD
251	S NIA	Emerald Hills Phase 2	1	20	S NIA TIF Capture	Extension of sewer, electric, fiber, streets, etc. to add or create buildable lots.	\$2,161,700						\$2,161,700		\$2,161,700
251	S NIA	Emerald Hills Phase 3	1	20	S NIA TIF Capture	Infrastructure necessary to allow the construction of the third phase of the emerald hills subdivision which includes the planned multi-family units (6 buildings). Extension of water, sewer, storm sewer, roads, and sidewalks for the development.		\$780,000					\$780,000		\$780,000
251	S NIA	Emerald Hills Phase 4	1	20	S NIA TIF Capture	Infrastructure necessary to allow the construction of the fourth phase of the emerald hills subdivision which includes 42 housing units. Extension of water, sewer, storm sewer, roads, and sidewalks for the development.				\$1,142,100			\$1,142,100		\$1,142,100
251	S NIA	Emerald Hills Phase 5	1	20	S NIA TIF Capture	Infrastructure necessary to allow the construction of the fifth phase of the emerald hills subdivision which is 98 housing units. Extension of water, sewer, storm sewer, roads, and sidewalks for the development.					\$3,550,600		\$3,550,600		\$3,550,600
251	S NIA	Emerald Hills Pedestrian Path	3	15	S NIA TIF Capture	10' wide path built between Circle Drive and the Airport on the east side of South Kalamazoo. This would improve walkability for the proposed development, Fairway meadows, and the surrounding neighborhood. This would be a connection between downtown and the extension of a path from the airport to the industrial park (which is included in LDFA CIP).		\$118,300					\$118,300		\$118,300
TOTAL							\$2,161,700	\$898,300	\$0	\$1,142,100	\$3,550,600	\$0	\$7,752,700	\$0	\$7,752,700
295	Airport	Pavement Marking and Crack Sealing	1	10	General Fund 5%, FAA Allocation 90%, State 5%	Replacement of pavement markings and crack sealing as necessary. Participation in the MDOT crack sealing program to prolong the life of the airport runway and taxiways.	\$4,350			\$60,000			\$2,600	\$61,750	\$64,350
295	Airport	North Perimeter Fence	2	20	General Fund 5%, FAA Allocation 90%, State 5%	Design and installation of a fence on the north perimeter of the airport property for safety reasons (wildlife and proximity to new Emerald Hills Development.			\$21,500	\$350,000			\$19,000	\$352,500	\$371,500
295	Airport	North Apron and West Parallel Taxiway Rehabilitation	1	15	General Fund 5%, FAA Allocation 90%, State 5%	Engineering and Construction of North Apron and West Parallel Taxiway.	\$790,000						\$39,500	\$750,500	\$790,000
295	Airport	Airport Master Plan (ALP Update)	2	20	General Fund 5%, FAA Allocation 90%, State 5%	Update of the Airport Master Layout Plan which is used as a guide for future development on the airport grounds. Funding is \$225,000 Federal, \$12,500 State, and \$12,500 City.		\$250,000					\$12,500	\$237,500	\$250,000

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295	Airport	Construction Hangar Taxiway	3	20	General Fund 5%, FAA Allocation 90%, State 5%	Construct a new hangar taxiway to provide access to new T-hangar buildings east of the current buildings. New hangars would be a partnership with a third party. Project would only move forward if hangars were constructed.	\$25,000	\$225,000					\$12,500	\$237,500	\$250,000
295	Airport	Main Hangar Improvements	1	25	General Fund 0%, FAA Allocation 95%, State 5%	The roof over the main hangar and the space leased by Griswold Aviation is nearing the end of life and needs to be replaced. The City would need to fund \$13,000 (2023 \$1250 and 2024 \$11,750) of the improvements and the Feds/State \$247,000 (2023 \$23,750 and 2024 \$223,250).	\$25,000	\$235,000					\$15,000	\$245,000	\$260,000
295	Airport	Land Acquisition	3	50	General Fund/LDFA	Purchase of 66.34 acres from the Udell Trust for airport and Industrial Park expansion. Purchase would have to be funded by City/LDFA and reimbursement for portion used by airport can be pursued using our annual allocation.		TBD	TBD						\$0
TOTAL							\$844,350	\$710,000	\$21,500	\$410,000	\$0	\$0	\$101,100	\$1,884,750	\$1,985,850
570	FiberNet	Vehicle	1	15	FiberNet Fund	Service Van	\$115,000						\$115,000		\$115,000
570	FiberNet	Vehicle	3	15	FiberNet Fund	Bucket Truck			\$125,000				\$125,000		\$125,000
570	FiberNet	Vehicle	3	15	FiberNet Fund	Bucket Truck					\$125,000		\$125,000		\$125,000
570	FiberNet	Network	1	10	FiberNet Fund	Equipment Network Upgrades	\$150,000	\$150,000	\$150,000				\$450,000		\$450,000
582	Electric	Network	4	10	FiberNet Fund	Expansion of Network				\$150,000	\$150,000	\$150,000	\$450,000		\$450,000
TOTAL							\$265,000	\$150,000	\$275,000	\$150,000	\$275,000	\$150,000	\$1,265,000	\$0	\$1,265,000
582	Electric	Replace Tie 1 and 2 underground cable	4	40 years	Electric Fund	A portion of the two main express feeder cables from Pearl St. Substation to the Powerhouse are underground and in a duct system. They have been in service for 35 years and have met their life expectancy. The feeder cables are the main source of power to the City's electric load and are the connection to the grid for the City's internal generation. Because they are a critical component of the electric system the cables should be modernized.						\$2,500,000	\$2,500,000		\$2,500,000
582	Electric	Replace Windows	3	50	Electric Fund	Existing Powerhouse windows are the original single pane steel framed and not energy efficient. Many of the window sills and frames are deteriorated to the point that water is coming in and further damaging the building. Architect plans will be done in 2024/2025 with replacments done in stages starting in 2025.	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$300,000		\$300,000
582	Electric	Pearl St. Substation 7.2/12.5 KV Upgrade	1	40	Electric Fund - Revenue Bond	Modernize obsolete 7.2/12.5 KV cubicle breaker and bus systems with open-air system to improve operations and increase safety.	\$1,050,000						\$1,050,000		\$1,050,000
582	Electric	Pole Replacement and Line Reconstruction	2	40	Electric Fund	Wooden poles have an estimated service life of 33-40 years. To maintain safe, reliable electric service, replacement of old and unsafe poles must be performed on an annual basis.	\$75,000	\$77,250	\$79,568	\$81,955	\$84,413	\$86,946	\$485,131		\$485,131
582	Electric	AMI Project	4	20	Electric Fund - Bond	The Automated Metering Infrastructure (AMI) Project consists of hardware, software, communications and metering that will allow electric meters to be read remotely, in the same manner that water meters are now read. The system is designed to reduce operating expenses and provide additional services to customers.						\$1,000,000	\$1,000,000		\$1,000,000
582	Electric	Underground Cable Replacement	2	40	Electric Fund	Replace 40 year old underground electric system in the Waldon Pond Apartment Complex, Homer Road, Circle/Rose/Lowe Subdivision & Polo Club Apartments, Hospital circiut.	\$530,450	\$546,364	\$562,754	\$579,637	\$597,026	\$614,937	\$3,431,168		\$3,431,168

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582	Electric	Additional Local Generating Resources	3	50	Bond	The Power Plant's primary functions include emergency backup power in the event of a transmission system or substation failure, as well as helping meet Midcontinent Independent System Operator (MISO) capacity requirements that are based on the City's peak electric demand. The City's average demand is approximately 20 MW, and 2022 peak demand exceeded 29 MW. Additional generation to continue to help meet the City's MISO capacity obligations while also providing additional emergency backup service.						\$3,600,000	\$3,600,000		\$3,600,000
582	Electric	Distribution Tranformer Replacements	3	40	Electric Fund	The estimated service life of electric distribution system transformers is 25-40 years. The City has numerous electric distribution system transformers that are approaching or exceed 40 years of service. Some are live-front transformers with exposed cable and terminals, which are dangerous to staff and the public. In addition to new growth and voltage conversion, proactively replacing old transformers rather than running to failure is a goal of the department.	\$210,000	\$220,500	\$231,525	\$243,101	\$255,256	\$268,019	\$1,428,402		\$1,428,402
582	Electric	Rewind Hydroelectric Generating Units #1 and #3	1	50	Electric Fund	Hydroelectric Generating Unit #3 was installed in 1919. Unit #1 was installed in 1928. Neither unit appears to have been rewound since they were installed. Unit #1 generator windings were tested and inspected earlier this year. Visual inspection shows insulating material flaking off of the generator windings. Based on megger tests, the windings insulation appears to be failing. The City received two 2023 quotes for rewinding Hydroelectric Unit #1 generator at a cost of approximately \$250,000. Rewinding the generator will improve its reliability and also result in increased capacity, and energy and Renewable Energy Credits/Certificates (RECs) production. Unit #1 generator rewind is scheduled for FY2025, followed by Unit #3 rewind in FY2026.		\$250,000					\$250,000		\$250,000
582	Electric	Circuit Upgrade / Voltage Upgrade	2	50	Electric Fund	The municipal electric distribution system currently has two operating voltages, 4,160 volts and 12,470 volts. Circuits on each system cannot be directly tied together for maintenance and reliability purposes, limiting operational flexibility and reliability. The 4,160-volt system has greater resistance losses and less power-carrying capability than if its circuits were operated at 12,470 volts. Staff estimates approximately one-half of the electric distribution system operates at 4,160 volts. These 4,160-volt circuits should be upgraded to 12,470-volt operation as time and funds allow.	\$412,000	\$424,360	\$437,091	\$450,204	\$463,710	\$477,621	\$2,664,985		\$2,664,985
582	Electric	Vehicle and Equipment Replacement	2	15	Electric Fund	Electric Department vehicles are no longer in motorpool; therefore, their replacment needs to be planned into Capital Outlay. Each year, vehicles will be identified for replacement. 2025:Truck 301, car 126 2026:Truck 114, dump truck #310 2027: wire trailer, pole trailer 2028:Light tower, 2029:Digger #300 2030: car #125	\$325,000	\$130,000	\$60,000	\$25,000	\$300,000	\$35,000	\$875,000		\$875,000
TOTAL							\$2,652,450	\$1,698,474	\$1,420,938	\$1,429,896	\$1,750,405	\$8,632,523	\$17,584,685	\$0	\$17,584,685
590	Wastewater	Facility	2	50	Wastewater Fund	Garage Building A new 4-bay garage building on the WWTP premises for storage of equipment owned by the Wastewater Department. The current buildings that make up the Wastewater Plant are inadequate to store all the mobile equipment assigned to the Wastewater Department.		\$500,000					\$500,000		\$500,000
590	Wastewater	Planning	2	4	Wastewater Fund	Utility Rate Study The last rate study completed in 2023 will require an update leading into the 2026 fiscal year. City Staff will be involved with the process but a consultant with appropriate experience will be hire to perform the evaluation and provide rate recommendations.			\$35,000				\$35,000		\$35,000

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590	Wastewater	Facility	2	25	Wastewater Fund	Laboratory Remodel Full remodel of outdated laboratory built in 1975, including cabinets, counter tops, fixtures, flooring, lighting, and lab safety equipment. We plan on retaining much of the existing lab equipment as that has been updated regularly.			\$250,000				\$250,000		\$250,000
590	Wastewater	Vehicle	2	15	Wastewater Fund	Wastewater Truck Wastewater staff currently have two assigned vehicles. There are times when department staff utilize their personal vehicles to go to meetings or conduct field work, especially when the Department Superintendent is utilizing a vehicle.			\$50,000				\$50,000		\$50,000
590	Wastewater	Treatment	2	5	Wastewater Fund	Replace Muffin Monster Cutters Replace the cutter cartridge in the in-line Muffin Monsters as recommended by the manufacture.			\$30,000				\$30,000		\$30,000
590	Wastewater	Treatment	1	15	MAJOR Campus Developer	Aeration Blower Replacement The current aeration blowers were installed in 1999. Since that time our aeration needs have changed and these blowers provide more air than necessary. Technology has advanced to a level that we can meet today's needs and retain the ability to meet future needs by replacing our current centrifugal blower with one that may be controlled by VFD. The current blowers cannot be controlled by a VFD and must run and full speed.	\$700,000							\$700,000	\$700,000
590	Wastewater	Treatment	1	20	MAJOR Campus Developer	Headworks & Equalization Basin Improvements Headworks improvements including grit removal and fine screening will extend the life of the downstream equipment.	\$20,000,000							\$20,000,000	\$20,000,000
590	Wastewater	Planning	2	15	Wastewater Fund	Wastewater Collection Plan The wastewater utility needs to complete a Collection Plan. The plan will include analysis of lift stations, expansion areas, capacity, and future flows.			\$150,000				\$150,000		\$150,000
590	Wastewater	Planning	2	15	Wastewater Fund	Wastewater Facilities Plan The wastewater utility needs to complete a Facilities Plan. The plan will include analysis of treatment systems, lift stations, capacity, future flows, land planning, and emerging technology.		\$250,000					\$250,000		\$250,000
590	Wastewater	Collection System	1	30	Wastewater Fund	Sewer Lining Project will line sewers which have experienced failure and root penetration.	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,200,000		\$1,200,000
590	Wastewater	Treatment	2	20	Wastewater Fund	New Sludge Thickening/De-watering Process The current equipment (2000) is beyond its estimated useful life. With a new system, Class A biosolids may be achieved. Class A biosolids may offer the Departmentthe ability to recover some costs of operation.				\$500,000			\$500,000		\$500,000
590	Wastewater	Engineering - Service Area Planning	1			Conceptual Service Area Expansion With an influx of infrastructure built in 2023 and 2024, the Department has several request for water service or is aware of multiple future residential development areas. A conceptual plan on how we serve these areas with water is needed.	\$75,000						\$75,000		\$75,000
590	Wastewater	Engineering - System Collection Model	1	25	Wastewater Fund	Sanitary Sewer Collection System Model The utility needs a flow model to better assess current trends and needs in the system. Furture development will be dependent on the sanitary sewer collection system so accuracy is its operation is paramount.	\$200,000	\$100,000					\$300,000		\$300,000
TOTAL							\$21,175,000	\$1,050,000	\$715,000	\$700,000	\$200,000	\$200,000	\$3,340,000	\$20,700,000	\$24,040,000
591	Water	Engineering - Risk and Resiliency & ERP	1	5	Water Fund	Risk and Resiliency Assessment Emergency Response Plan Both of these plans are regulatory requirements. They provide an opportunity for the Water Department to analyze their operations and ensure that a current and effective emergency response plan is created.	\$25,000.00						\$25,000		\$25,000

FUND	Department	Project Title	Priority Ranking	Estimated Useful Life	Source of Funding	Project Narrative/Purpose	2025-2026 Expenditure	2026-2027 Expenditure	2027-2028 Expenditure	2028-2029 Expenditure	2029-2030 Expenditure	2030-2031 Expenditure	City Expenditure	Other Funds or Grant Share	Total Expenditure
591	Water	Engineering - Water Reliability Study	1	5		Update Water Reliability Study The first study was complete in 2020 when the regulation requiring it was created. An update to the plan is required every 5 years.	\$ 35,000.00						\$35,000		\$35,000
591	Water	Engineering - Service Area Planning	1	20		Conceptual Service Area Expansion With an influx of infrastructure built in 2023 and 2024, the Department has several request for water service or is aware of multiple future residential development areas. A conceptual plan on how we serve these areas with water is needed.	\$ 25,000.00						\$25,000		\$25,000
591	Water	Watermain Replacement	2	100	Water Fund	South Marshall Street Michigan to Spruce Street (2b)Replace undersized 6" cast iron water main on S. Marshall from Michigan to Spruce St. This main was installed in 1958 and will be past it's useful life. Engineering Design FY26.	\$46,000	\$414,000					\$460,000		\$460,000
591	Water	Watermain Lining	2			South Marshall Street Clinton to Kalamazoo River Bridge		\$250,000					\$250,000		\$250,000
591	Water	Watermain Replacement	2	100	Water Fund	South Marshall Street Spruce to Clinton (2A)Replace 4" main on S. Marshall from Spruce to Clinton. This main is undersized and past its useful life. Engineering Design FY26	\$53,500	\$481,500					\$535,000		\$535,000
591	Water	Watermain Lining	2	50	Water Fund	S Kalamazoo Michigan Ave to Railroad Tracks Line water main from Brooks Fountain south to Railroad tracks. Replacement of valves, hydrants and services through the entire area.				\$550,000			\$550,000		\$550,000
591	Water	Watermain Replacement	2	100	Water Fund	Hanover Street Marshall to Kalamazoo Replace/line aging 6" water main on Hanover from S. Marshall to S. Kalamazoo. This main is past it's useful life and is known to be in poor condition. Includes a significant number of lead service lines (possibly).				\$2,000,000			\$2,000,000		\$2,000,000
591	Water	Watermain Replacement	2	100	Water Fund	High Street Michigan to Forest Street (4) Replace 10" water main on High St. from Michigan Ave. to Forest St. Also replace all lead services, hydrants, valves, and connections. The size of the water main and amount of flow is causing water quality issues.					\$681,000		\$681,000		\$681,000
591	Water	Watermain Replacement	2	100	Water Fund	Fountain Street Hanover to Arms Street Line 6" cast iron pipe			\$675,000				\$675,000		\$675,000
591	Water	Water Storage	1	25	Water Fund	500,000 Gallong Tower; 2019 Maintenance Inspection identified several items that needed to be addressed. 2024 Inspection will occur in Q1 of 25. Definite rehab list will come out of that inspection for work in FY26.	\$40,000.00						\$40,000		\$40,000
591	Water	Water Storage	1	15	Water Fund	200,000 Gallon Tower; 2019 Water Tower inspection identified that the water tower would need an exterior overcoat in approximately 5-6 years.	\$150,000.00						\$150,000		\$150,000
591	Water	Watermain Replacement	2	100	Water Fund	North Gordon Street Mansion to Forest 6" cast iron, 1950s Undersized, pipe age lead service line replacements					\$568,000		\$568,000		\$568,000
591	Water	Water Treatment Plant	1	60	Water Fund Bond	Build new iron removal plant. Existing plant has reached the end of its useful life.						\$5,000,000	\$5,000,000		\$5,000,000
591	Water	Watermain Replacement	1	100	Water Fund	East Michigan Ave (2D) Replace 6" water main on E. Michigan with 8". This is the only section of Michigan Ave that has not been replaced. This replaceent would complete the Michigan Ave loop through the City. The existing water main was installed in 1950, and is past its useful life.			\$358,000				\$358,000		\$358,000

FUND	Department	Project Title	Priority Ranking	Estimated Useful Life	Source of Funding	Project Narrative/Purpose	2025-2026 Expenditure	2026-2027 Expenditure	2027-2028 Expenditure	2028-2029 Expenditure	2029-2030 Expenditure	2030-2031 Expenditure	City Expenditure	Other Funds or Grant Share	Total Expenditure
591	Water	Watermain Replacement	1	100	Water Fund	Rose St & Oak St 6" cast iron, 1950s Undersized, Pipe Age Pair with Street Millage Work						\$479,000	\$479,000		\$479,000
591	Water	Watermain Replacement	2	100	Water Fund	Waldon Ponds Apartments Line watermain through Walden Pond Apartments from Verona to Arms. This section of water main is known to have poor water quality and is aging past it's useful life.			\$700,500				\$700,500		\$700,500
591	Water	Water Withdrawal	1	N/A	Water Fund	Expand Source Water Capacity The 2020 Water Reliability Study identified a furture shortfall of permitted groundwater withdrawal for the utility's 20-year outlook. Work on expanding this water withdrawal capacity is necessary for the future of the City's water supply.	\$75,000						\$75,000		\$75,000
591	Water	Watermain Replacement	1	100	Water Fund	Sibley Lane Okeefe to Forest 6" Cast Iron, 1950s Undersized, Pipe Age						\$405,000	\$405,000		\$405,000
591	Water	Watermain Replacement	3		Water Fund	East Green Street Marshall Ave - WTP 8" Cast Iron, 1950s Undersized, pipe age				\$571,000			\$571,000		\$571,000
591	Water	Watermain Replacement	3		Water Fund	Forest St Allen to Sibley 6" & 8" Cast Iron, 1960s Pipe age, Frequent Breaks						\$237,000	\$237,000		\$237,000
591	Water	Watermain Replacement	1	100	Water Fund	Mulberry Prospect to Hanover 6" Cast Iron, 1960s Undersized, Pipe Age, Break History Lead Service Line Replacements						\$433,000	\$433,000		\$433,000
TOTAL							\$449,500	\$1,145,500	\$1,733,500	\$3,121,000	\$1,249,000	\$6,554,000	\$14,252,500	\$0	\$14,252,500
661	Motor Pool	Fleet Management Software Implementation	1	15	Motor Pool	Fleet Maintenance Software The need for fleet maintenance software accessible to all staff is growing. The reliance on our fleet to perform services to the level of service expected continues to expand. The complexity and cost of vehicle repairs continues to increase. For these reasons, a fleet maintenance and tracking software is needed.	\$25,000	\$30,000	\$30,000				\$85,000		\$85,000
661	Motor Pool	Annual Vehicle Replacement	1	Variable	Motor Pool	City vehicles and equipment are critical in the level of service staff provide residents. Vehicles are schedule for replacement at the end of their useful life. Staying on schedule with replacements minimized unplanned downtime and impacts to resident's level of service. 2026; 7 units 2027; 6 units 2028; 4 units 2029; 6 units 2030; 2 units 2031; 5 units	\$1,500,000	\$450,000	\$250,000	\$300,000	\$150,000	\$375,000	\$3,025,000		\$3,025,000
TOTAL							\$1,500,000	\$450,000					\$3,025,000		\$3,025,000

FUND	Department	Project Title	Priority Ranking	Estimated Useful Life	Source of Funding	Project Narrative/Purpose	2025-2026 Expenditure	2026-2027 Expenditure	2027-2028 Expenditure	2028-2029 Expenditure	2029-2030 Expenditure	2030-2031 Expenditure	City Expenditure	Other Funds or Grant Share	Total Expenditure
711	Cemetery	Cemetery Road Paving Project	2	20	Cemetery Trust Fund	Finishing the drives in the cemetery will provide a clean and solid surface during inclement weather for those visiting their loved ones during a funeral service. 1,400 feet.	\$18,000			\$25,000	\$25,000		\$68,000		\$68,000
711	Cemetery	Cemetery Water Line Replacement	2	100		The water lines throughout the have failed at various times over the last 3 years. The complete replacement of the waterlines and upgrade to current standards is necessary for the future operation and maintenance of the cemetery.		\$30,000	\$30,000	\$30,000			\$90,000		\$90,000
711	Cemetery	Cemetery Expansion to Meet Future Demand	2	150	Cemetery Trust Fund	Cemetery has two sections left holding 500 spaces for purchase. The number available will shrink exponentially as families begin having trouble finding blocks of spaces available for family plots. This will drive many to seek alternate locations. \$35,000 Design - \$100,000 Construction. Columbarium - \$75,000.			\$35,000	\$100,000	\$75,000		\$210,000		\$210,000
TOTAL							\$18,000	\$30,000	\$65,000	\$155,000	\$100,000	\$0	\$368,000	\$0	\$368,000
GRAND TOTAL							\$33,160,300	\$11,015,874	\$9,255,938	\$13,447,796	\$10,476,005	\$29,647,923	\$74,698,185	\$32,843,150	\$107,541,335
GENERAL FUND TOTALS							\$1,150,000	\$1,460,000	\$2,605,000	\$1,805,000	\$2,125,000	\$6,435,900	\$6,460,000	\$9,120,900	\$15,580,900

ITEM: 10.B

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marcia Strange, Director of Community Development
DATE: January 21, 2025
SUBJECT: **100 PAGE STREET/ 500 INDUSTRIAL RD. EXISTING BROWNFIELD
PLAN TERMINATION**

The existing Brownfield Plan (attached) was established in 2016 for the development of additional parking lots for Dark Horse Brewing Company. The project did not occur prior to the sale of the property and there were no costs incurred, nor reimbursed as part of the current plan. The current owners are requesting the termination of the existing Brownfield Plan, so a new plan can be established.

A public hearing is required prior to termination and is to be held at the January 21, 2025, City Council meeting. Following the public hearing, we are requesting that you approve Resolution #2025-1 to terminate the existing plan with Dark Horse Brewing Company on the parcel.

BUDGET IMPACT:
None.

RECOMMENDATION:
Approve Resolution #2025-01, A Resolution to Terminate the Brownfield Plan for Dark Horse Brewing Company Redevelopment and authorize the City Manager and City Clerk to sign the necessary documents.

**CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2025-01**

**A RESOLUTION TO TERMINATE THE BROWNFIELD PLAN FOR DARK HORSE
BREWING COMPANY REDEVELOPMENT**

Minutes of a regular meeting of the Council of the City of Marshall, held on January 21, 2025, at 7:00 PM.

PRESENT:

ABSENT:

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

WHEREAS, on March 21, 2016, the Marshall City Council approved a brownfield plan (the "Plan"), under which under the City of Marshall Brownfield Redevelopment Authority (the "BRA") authorized the capture of tax incremental revenues to fund eligible activities to support the redevelopment of the property located at 100 Page Avenue, 515 S Kalamazoo Avenue, 519 S Kalamazoo Avenue & 320 Pearl, Marshall, Calhoun County, Michigan 49068 (Parcel ID Numbers: 53-002-560-00, 53-002-552-01, 53-008-301-00, 53-001-340-00, 53-001-0345-00, 53-001-346-00 & 53-001-347-00); and

WHEREAS, under the terms of the Plan, the BRA was to reimburse the developer for Baseline Environmental Assessment (BEA) activities, Due Care and additional response and non-environmental activities to support the redevelopment of the property for an additional parking lot for Dark Horse Brewing Company.; and

WHEREAS, the redevelopment of the property and the purposes for which the plan was established was not undertaken within 2 years following the approval of the Plan, and all tax increment collected by the Plan to date has been utilized to pay any outstanding obligations; and

WHEREAS, the City Council hereby determined that it is in the best interest of the City to formally terminate the Plan pursuant to the procedure in Section 14(8) of the Act 381 of the Public Acts of 1996, as amended.

WHEREAS, at least 30 days prior to the adoption of this resolution, the City provided written notice of the proposed termination of the Plan to the Developer and informed them of the opportunity to be heard regarding the matter at the City Council meeting on January 21, 2025.

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 terminate the Plan pursuant to the procedure in Section 14(8) of the Act 381 of the Public Acts of 1996, as amended.

The City hereby formally terminates the Plan pursuant to Section 14(8) of the Act.

Resolution declared adopted this 21st day of January 2025.

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 January 21, 2025 and that the said meeting was conducted and that the minutes of the meeting were kept and will be or have been made available.

Michelle Eubank, City Clerk



**CITY OF MARSHALL BROWNFIELD REDEVELOPMENT AUTHORITY
BROWNFIELD PLAN
FOR
DARK HORSE BREWING COMPANY EXPANSION**

**Prepared with the assistance of:
ENVIROLOGIC TECHNOLOGIES, INC.
2960 Interstate Parkway
Kalamazoo, Michigan 49048
(269) 342-1100**

Approved by the Brownfield Redevelopment Authority on:

Adopted by the Marshall City Council on: _____

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EXHIBITS

FIGURE 1: *Location Map*

FIGURE 2: *Site Plan*

SCHEDULES/TABLES

TABLE 1: *Summary of Eligible Activities Costs*

TABLE 2: *Estimated Captured Taxable Values*

TABLE 3: *Estimate of Annual Captured Incremental Taxes for Each Affected Taxing Jurisdiction (Parking Lot Parcels)*

TABLE 3A: *Estimate of Annual Captured Incremental Taxes for Each Affected Taxing Jurisdiction (Dark Horse Commons Parcel)*

TABLE 3B: *Estimate of Annual Captured Incremental Taxes for Each Affected Taxing Jurisdiction (Three Dark Horse Brewery Co. parcels)*

TABLE 4: *Captured Taxable Value and Tax Increment Revenue by Year and Aggregate for each Taxing Jurisdiction*

TABLE 5: *Reimbursement Schedule*

ATTACHMENTS

Notice of Public Hearing

Notice to Taxing Jurisdictions

Resolutions Approving a Brownfield Plan

Affidavit of Functional Obsolescence

BROWNFIELD PLAN

DARK HORSE BREWING COMPANY EXPANSION CITY OF MARSHALL, MICHIGAN

GENERAL DEFINITIONS AS USED IN THIS PLAN

The General Definitions referenced in this Brownfield Plan have been obtained directly from the statute, 1996 PA 381 Sec. 2, as amended.

1. INTRODUCTION AND PURPOSE

Envirologic has prepared this Brownfield Plan on behalf of the City of Marshall Brownfield Redevelopment Authority for seven parcels of land being developed by Dark Horse Brewery (Exhibits, Figure 1). This Brownfield Plan has been prepared to support redevelopment efforts on the subject property. The redevelopment is being driven by the expansion of Dark Horse Brewing Co. at their existing compound which consists of several parcels of land and segregated buildings. Dark Horse Brewing intends to construct a new building (the “L”) to connect two existing buildings (a production building and a warehouse). The new building will house new production line(s) and increase capacity for additional production in the future. The new construction provides room for a new and larger refrigeration system that will support future growth and production. In addition to the building expansion, significant upgrades to the “Dark Horse Commons” building will enhance offerings to customers, improve the streetscape and the façade of the building.

Dark Horse Brewing Co. has also acquired three parcels of property to the west of their main compound and intends to create a larger customer parking lot. This will provide for safer parking, alleviate congestion on streets, and provide safer pedestrian walkways. In addition, the construction of the parking lot removes a blighted building adjacent to a residential neighborhood and improves environmentally contaminated land.

The titleholder of six of the seven parcels of land is Mor-Dall Enterprises, Inc. Mor-Dall Enterprises and/or Dark Horse Brewing Co. have conducted Baseline Environmental Assessment (BEA) Activities (Phase I and II Environmental Site Assessments [ESAs], BEA) and Due Care activities (preparation of Documentation of Due Care Compliance). To support construction on the environmentally impacted parcels, Additional Response Activities are

necessary, specifically related to the management of contaminated soil during construction. These “environmental” costs are eligible for reimbursement through the Brownfield Plan.

The project includes “non-environmental costs” for construction of public infrastructure such as sidewalks, bike paths, landscaping, and seating that benefit the public and enhance the project. These public infrastructure costs are also eligible for reimbursement through the Brownfield Plan. Eligible costs also include an asbestos survey, asbestos abatement costs, site and building demolition, and preparation of the site for new construction. Professional “soft costs” related to the management of these activities (e.g., environmental, engineering, architect, finance, etc.) are also eligible costs.

This Brownfield Plan identifies eligible environmental and non-environmental activities that are intended to be funded by the developer and reimbursed through the capture of local and school tax increment revenues. To capture the school tax increment for Additional Response Activities and non-environmental costs approval from either the MDEQ and/or the Michigan Economic Development Corporation/Michigan Strategic Fund (MEDC/MSF) is needed. To secure approval from either Department to capture the school tax increment, submission and approval of an Act 381 Work Plan detailing the eligible activities and overall project is necessary. The development of the Act 381 Work Plan and this Brownfield Plan are also eligible activities.

The purpose of this plan, to be implemented by the Authority, is to satisfy the requirements for a Brownfield Plan as specified in Act 381 of the Public Acts of the State of Michigan of 1996, as amended, MCL 125.2651 et. seq., which is known as the "Brownfield Redevelopment Financing Act." Terms used in this document are as defined in Act 381.

2. ELIGIBLE PROPERTY INFORMATION

The property subject to this plan currently consists of seven legal parcels of land. Three parcels to the west across Kalamazoo Avenue on which a parking lot will be constructed are eligible properties based on the presence of environmental contaminants remaining on site above residential cleanup criteria. These three parcels (53-002-560-00; 53-002-552-01; 53-008-301-00) meet the definition of a “facility” as defined by Part 201 of NREPA based upon the presence of contaminants in soil and groundwater at concentrations in excess of MDEQ Residential cleanup criteria.



The “Dark Horse Commons” parcel within the existing Dark Horse Brewing compound has been designated “functionally obsolete” by the local assessor and is thus eligible property. An Affidavit of the Assessor identifying the property as functionally obsolete is attached in Appendix D. Three adjacent parcels of land within the Dark Horse Brewing compound are eligible properties as they are contiguous and adjacent to this eligible property.

3. PROPOSED REDEVELOPMENT

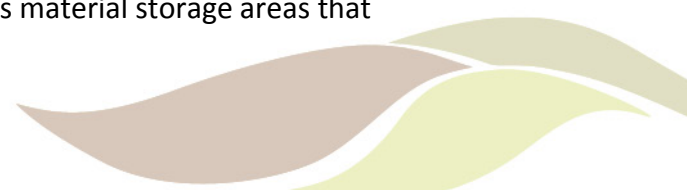
This Brownfield Plan has been prepared to support redevelopment efforts on the subject property. Dark Horse Brewing Co. is expanding operations. A new 15,000-square-foot building will be constructed to house a new production line and an expanded refrigeration system. The expansion connects a production building with a large 26,000-square-foot warehouse building. This expansion also provides capacity for future growth, improves productivity and process flow. The additional production line is expected to create 25 new jobs.

The “Dark Horse Commons” at 515 S. Kalamazoo Ave. is a functionally obsolete building that will be extensively remodeled to provide additional retail and food services. The interior will be extensively remodeled and the façade and streetscape improved.

A new parking lot will be constructed on the three parcels to the west of the compound. A blighted building will be demolished and the parking lot constructed. Landscaping berms, sidewalks, bike paths, and seating will be constructed to create safe parking and pedestrian spaces. These developments are intended to take place in 2016.

4. BROWNFIELD CONDITIONS

The three western parcels are a former industrial property known as the “Rowan and Kunzl property.” The three parcels were part of a larger industrial property that had been used for a variety of manufacturing uses since the late 1800s. Page Brothers Buggy Company operated on site from circa 1893 to at least 1918. Lambert Machine Company, manufacturer of coffee grinders, operated on the site in the early part of century (~1920s—1950s). Rowan and Kunzl, a manufacturer of electric water heaters then occupied the site until their operation ceased and the property fell under control of the City of Marshall in the early 1990s. These industrial operations had many industrial processes and hazardous material storage areas that



contributed to environmental contamination on the site. Lead, trichloroethylene, and tetrachloroethylene are present in groundwater above Residential cleanup criteria. Arsenic, selenium, and trichloroethylene are present in soil above Residential cleanup criteria.

The Emporium building located at 515 S. Kalamazoo Ave. was inspected by the local assessor (a certified Michigan Advanced Assessing Officer) and determined to be functionally obsolete. Specifically, the property has no heating and cooling system, no bathrooms, no fire suppression system, no emergency lights or signs, and does not comply with the Americans with Disabilities Act. Based on these observations the site has been deemed functionally obsolete as it cannot adequately perform the function for which it was intended. Parcels contiguous and adjacent to this parcel are also eligible.

5. BROWNFIELD PLAN ELEMENTS (as specified in Section 13(1) of Act 381)

A. Description of Costs to Be Paid for With Tax Increment Revenues

This Brownfield Plan was developed to reimburse existing and anticipated costs to be incurred by Dark Horse Brewing Co., Mor-Dall Enterprises, and the City of Marshall Brownfield Redevelopment Authority. Specific costs to be paid for with tax increment revenues are detailed in Table 1 and described below.

Eligible costs for reimbursement include BEA Activities (i.e., Phase I ESA, Phase II ESA, BEA). These costs are estimated at \$40,250.

Due Care includes preparation of a Documentation of Due Care Compliance, and Additional Response Activities include management of excess contaminated soil generated from the parking lot construction. These costs could include disposal and or covering berms of impacted soil with clean soil. Documentation of Due Care Compliance is estimated to be \$5,000. Soil management costs are based on an estimated volume of 2,700 cubic yards of soil that would be managed either through disposal or creation of berms which are covered with clean fill. At an estimated unit rate of approximately \$50 per cubic yard, the cost of soil management is estimated at \$135,000.

Eligible non-environmental costs include site and building demolition (\$148,000), and asbestos survey and asbestos and lead abatement (\$6,500). Public Infrastructure

improvements inclusive of, but not limited to, sidewalks (\$3,300), bike paths (\$32,000), seating (\$5,000), and landscaping (\$75,000) are estimated to cost \$115,300.

Total Site preparation costs are estimated to be approximately \$53,000. These include, but are not limited to staking (\$2,000), geotechnical engineering (\$4,500), temporary facilities (\$2,000), traffic control (\$2,500), erosion control (\$2,000), site control (\$3,000), excavation of unstable material and backfill (\$9,000), grading (\$3,000), relocation of existing utilities (\$8,000), compaction and sub-base preparation of soils (\$3,000), temporary sheeting and shoring (\$4,000) and other eligible site preparation activities as described in MEDC guidance. Professional “soft costs” related to the management of environmental and non-environmental activities (e.g., environmental, engineering, architect, finance, etc.) are also eligible costs. These are estimated at \$10,000 and for the purposes of this Brownfield Plan are included in the line item for Site Preparation as the majority of professional soft costs are related to that activity.

This Plan includes a 15% contingency in association with eligible activities. Total contingencies are estimated at about \$78,000.

The eligibility activities include administrative costs of the City of Marshall Brownfield Redevelopment Authority estimated at \$2,500 annually for the first two years of the Plan.

This Plan includes the capture of both school and non-school tax increment. BEA and Brownfield Plan preparation activities completed prior to approval of this Plan or the Act 381 Work Plan will be reimbursed with both school and non-school tax increment. Remaining costs will require approval of an Act 381 Work Plan in order to be eligible for reimbursement with school tax increment revenues. The estimated cost for developing the Brownfield Plan and Work Plan is \$18,000.

B. Summary of Eligible Activities

Eligible activities include BEA activities, including Phase I and II ESAs and BEAs for acquisition of western parcels of land needed for construction of the parking lot.

Because the western parking lots have been identified as environmentally impacted property, the due care obligations of Section 20107a of NREPA are applicable to actions on these

parcels. Specifically, the management of contaminated soil will require that the soil is either disposed off site or encapsulated on site in berms. Over 2,700 cubic yards of soil are estimated to be disturbed by construction and will require appropriate management. Development of written Documentation of Due Care Compliance will be needed to document the management of contaminated soil and other applicable due care obligations.

Construction of certain Public Infrastructure features may be included in the project. It is envisioned that a sidewalk connecting the parking lot to the Tap Room and Dark Horse Commons property will be constructed to provide a safe path for pedestrian traffic. A bike path may be constructed connecting the parking lot to the main Brewery properties. Improvements within the streetscape such as seating, landscaping, and other amenities may also be included.

To construct the parking lot, a blighted building must first be demolished. An asbestos survey was completed of the building and a small amount of asbestos needs to be managed during demolition. The asbestos survey and management of asbestos-containing materials are eligible costs. The demolition of the building including removal of foundations, backfill, compaction, and rough grading of the resulting demolition area are also eligible costs. To construct the new addition, an existing parking lot needs to be removed. The removal of this parking lot is an eligible Site Demolition cost.

As part of the construction of the new building and the parking lot, eligible site preparation activities will be conducted. These include staking, geotechnical engineering, temporary facilities and site/traffic control, erosion control, excavation of unstable soils or sub-surface material, fill related to the removal of unstable materials, compaction and subbase preparation in those areas where unstable materials were removed, grading, relocation of existing utilities, sheeting, shoring, and other eligible site preparation activities.

The development of this Brownfield Plan and an Act 381 Work Plan are also eligible activities.

Professional “soft costs” related to the management of environmental and non-environmental activities (e.g., environmental, engineering, architect, finance, etc.) are also eligible activities.



C. Estimate of Captured Taxable Value and Tax Increment Revenues

The project is expected to take place during 2016. This Plan anticipates that the increment will first be available for capture in 2017. For the purposes of this plan, the initial taxable value is the value of each eligible property in 2016. This plan has been developed and adopted before the 2016 taxable values are published. After consultation with the City of Marshall, the 2016 taxable values (Initial Taxable Value) for each parcel was computed by increasing the 2015 taxable value by 0.3%. In the case of parcel 53-002-560-00 (100 Page Ave.), a building was demolished in 2015 and the building value was subtracted from the taxable value. That is, the 2016 taxable value for this parcel is the 2015 taxable value of the land only with a 0.3% increase.

Refer to Table 2 for estimates of the future taxable value, captured taxable value (the incremental value) and estimated of the captured tax increment revenues.

The development of the parking lot will increase the taxable value of the three parcels of land. This plan conservatively estimates that the investment will result in a captured taxable value of \$53,000 (aggregate) associated with these three parcels. Annual tax increment revenues for these three parcels are estimated in Table 3.

Improvement to the Dark Horse Commons building is expected to result in an increase in taxable value resulting in a captured taxable value of \$125,000. Annual tax increment revenues for this parcel are estimated in Table 3A.

New construction of the addition will result in increases in taxable value on at least two parcels of land (53-001-346-00 and 53-001-347-00) and possibly a third parcel (53-001-345-00) which are included in this plan. In aggregate, the captured taxable value estimated from the new construction affecting these parcels is \$150,000. Annual tax increment revenues for these three parcels are estimated in Table 3B.

In addition to the tax increment created by the new investment, over the lifetime of this Brownfield Plan there may also be incremental increases in the taxable values of the real property related to market conditions and inflationary measures that affect the capturable taxable value and tax increment revenues. The plan does not attempt to estimate the



potential revenues from general economic conditions and instead shows a flat value during the term of this plan.

A summary of the estimated annual tax increment revenues for each taxing jurisdiction by year and in aggregate is presented as Table 4.

A summary of the estimated reimbursement schedule and amount of capture into the Local Site Remediation Revolving Fund (LSRRF) by year and in aggregate is presented as Table 5. The Plan is anticipated to require 30 years (the maximum term allowed by statute) to fully pay back eligible expenses. Once eligible expenses are reimbursed, the Authority may capture up to five full years of the tax increment and deposit them into a Local Site Remediation Revolving Fund.

D. Method of Financing and Description of Advances by the Municipality

Costs for eligible activities are financed by Dark Horse Brewing Co. and/or Mor-Dall Enterprises LLC.

No advances by the municipality have been made or are anticipated.

This Plan does not include interest payment.

A Development and Reimbursement agreement will be executed between the Authority and Developer as part of the requirement for approval of school tax capture.

E. Maximum Amount of Note or Bonded Indebtedness

There are no plans by the Authority to incur indebtedness to support development of this site.

F. Duration of Brownfield Plan

The Authority intends to begin capture of tax increment in 2017. This Plan will then remain in place until the eligible activities have been fully reimbursed and up to five full years of capture into the Local Site Remediation Revolving Fund (LSRRF) is complete or 30 years, whichever occurs sooner.



G. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

The estimated amount of tax increment revenues to be captured for this redevelopment from each taxing jurisdiction by year and in aggregate is presented as Table 4.

H. Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property

The property subject to this Brownfield Plan is located within the City of Marshall, Calhoun County, Michigan. A map showing the eligible property is provided in the attached Exhibits (Appendix A). The following seven individual parcels are included in this Brownfield Plan:

53-002-560-00 (100 Page Avenue)

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 THENCE N 38 DEG 56' E 155.72 FT- NWLY ALG PAGE ST ROW 376.87 FT TO POB.

53-002-552-01 (No address)

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 ADDITION 2007LD-008 COMBINATION OF 002-552-00 AND 002-538-00 2007LD-009 SEE PARCEL 002-538-01 & 002-552-01

53-008-301-00 (No address)

MARSHALL CITY HATCH'S ADD THAT PART OF LOT 1 LYING NLY OF INDUSTRIAL RD ALSO BEG NE COR LOT 1- S 46 FT-SELY ALG INDUSTRIAL RD 30 FT-. NELY ALG OLD RR SIDING 185 FT- SWLY 184.88 FT TO POB

53-001-340-00 (515 S. Kalamazoo Ave.)

MARSHALL CITY UPPER VILLIAGE BEG NW COR LOT 346, E 188 FT, N 97.5 FT, W 188 FT, S 94.7 FT .41 AC

53-001-345-00 (No address)

MARSHALL CITY, UPPER VILLAGE BEG 188 FT E OF NW COR LOT 346 E ALG N LI SD LOT EXTED 7'- N 45.5 - E 66 - N 52 - W 73 - SLY 97.5.

53-001-346-00 (519 S. Kalamazoo Ave.)

MARSHALL CITY, UPPER VILLAGE LOTS 346 & 348.



53-001-347-00 (320 Pearl)

MARSHALL CITY, UPPER VILLAGE LOTS 347 & 349 & LOTS 354 THRU 359 INCL & THAT PART OF LOTS 343,345,352,353 & 391 & ABANDONED GRAND & EAGLE STS DESC AS: BEG SELY COR LOT 391-NELY 210 FT TO NELY LOT COR- NWLY 233 FT TO PT 190 FT N OF S LI LOT 359- NW 223 FT PAR & 10 FT SLY OF TRACK-SW 22 FT-NW 32 FT-NE 17.9 FT TO PT 8.5 FT S OF SD TRACK-SWLY 198 FT PAR TRK-S 63.9 FT-W 66 FT-S 45 FT TO N LI LOT 347-W 45.5 FT TO NW COR SD LOT-S 132 FT TO SW COR LOT 349-E 620 FT TO BEG.EXC RR EASEMENTS.

Three parcels (53-002-560-00; 53-002-552-01; 53-008-301-00) meet the definition of a “facility” as defined by Part 201 of NREPA based upon the presence of contaminants in soil and groundwater at concentrations in excess of MDEQ Residential cleanup criteria.

The “Dark Horse Commons” parcel (53-001-340-00) within the existing Dark Horse Brewing compound has been designated “functionally obsolete” by the local assessor and is thus eligible property. An Affidavit of the Assessor identifying the property as functionally obsolete is attached in Appendix D. Three adjacent parcels of land within the Dark Horse Brewing compound (53-001-345-00; 519 S. Kalamazoo Ave. and 320 Pearl St.) are eligible property as they are contiguous and adjacent to this eligible property.

This Brownfield Plan does not intend to capture tax increment revenues associated with personal property as the personal property tax is being phased out and is not relevant to this project.

I. Estimates of Residents and Displacement of Families

No residences exist on the property.

J. Plan for Relocation of Displaced Persons

Not Applicable.

K. Provisions for Relocation Costs

Not Applicable.

L. Strategy for Compliance with Michigan's Relocation Assistance Law

Not Applicable.



M. Description of Proposed Use of Local Site Remediation Revolving Fund

No use of the Local Site Remediation Revolving Fund (LSRRF) is anticipated at this time though such plans could be made in the future if it were to benefit the project. The City of Marshall Brownfield Redevelopment Authority intends to capture tax increment revenues for up to five full years after reimbursement of eligible activities. The Authority intends to use the LSRRF funds for the completion of eligible activities to support redevelopment at other brownfield sites in the future. Capture for the LSRRF is critical to the maintenance of a sustainable brownfield program for the Authority.

N. Other Material That the Authority or Governing Body Considers Pertinent

EXHIBITS/FIGURES

Figure 1: Location Map

Figure 2: Site Plan



SCHEDULES/TABLES

Table 1: Summary of Eligible Activities Costs

Table 2: Estimated Captured Taxable Values

**Table 3: Estimate of Annual Captured Incremental Taxes for Each
Affected Taxing Jurisdiction (Parking Lot Parcels)**

**Table 3A: Estimate of Annual Captured Incremental Taxes for Each
Affected Taxing Jurisdiction (Dark Horse Commons Parcel)**

**Table 3B: Estimate of Annual Captured Incremental Taxes for Each
Affected Taxing Jurisdiction (Three Dark Horse Brewery Co.
parcels)**

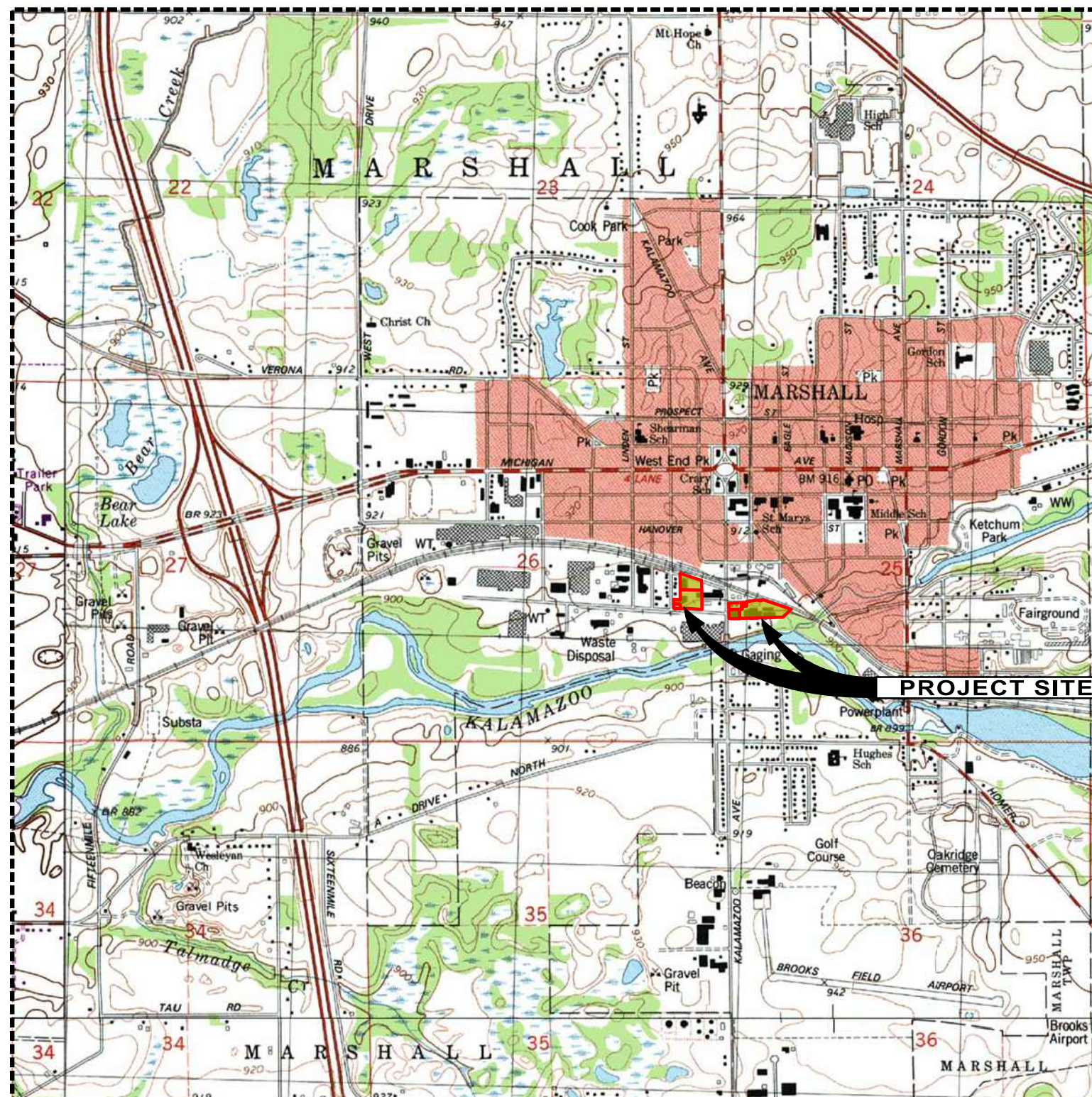
**Table 4: Captured Taxable Value and Tax Increment Revenue by
Year and Aggregate for each Taxing Jurisdiction**

Table 5: Reimbursement Schedule

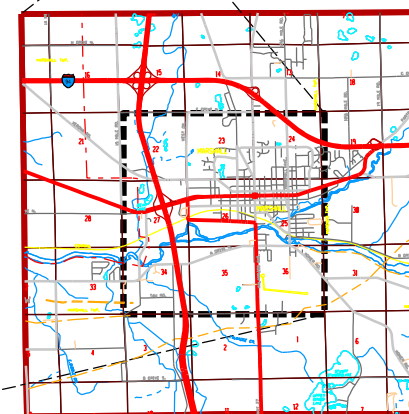


FIGURE 1: LOCATION MAP

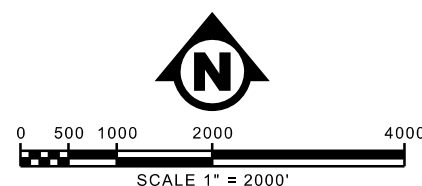




SOURCE: MARSHALL, MICHIGAN USGS 7.5 MINUTE TOPOGRAPHIC QUADRANGLE MAPS
MAPTECH® U.S. TERRAIN SERIES™ ©MAPTECH®, INC. 606-433-8500



T 2 S. R. 6 W.
CALHOUN COUNTY
MARSHALL, MICHIGAN



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2960 INTERSTATE PARKWAY
KALAMAZOO, MICHIGAN 49048
PH: (269) 342-1100 FAX: (269) 342-4945

**DARK HORSE
BREWING CO.**
MARSHALL, MI
LOCATION MAP

PROJECT NO.
150086

FIGURE No.

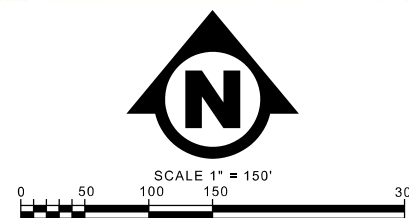
1

FIGURE 2: SITE PLAN





NOTE:
THIS IS NOT A PROPERTY BOUNDARY SURVEY, PROPERTY BOUNDARIES SHOWN ON THIS MAP
ARE BASED ON AVAILABLE FURNISHED INFORMATION AND ARE APPROXIMATE ONLY AND
SHOULD NOT BE USED TO ESTABLISH PROPERTY BOUNDARY LOCATION IN THE FIELD.



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**DARK HORSE
BREWING CO.**
MARSHALL, MI
SITE PLAN

PROJECT NO.
150086
FIGURE No.
2

TABLE 1: SUMMARY OF ELIGIBLE ACTIVITIES COSTS



Table 1

Summary of Eligible Costs

Dark Horse Brewery Expansion
Industrial Street
Marshall, MI

Eligible Activities		Estimated Cost
<u>BEA Activities</u>		\$ -
BEA Activities	school and local	\$ 40,250.00
<u>Due Care Activities</u>		\$ -
DDCC	school and local	\$ 5,000.00
<u>Additional Response Activities</u>		
Soil Management	school w/ Work Plan Approval from MDEQ	\$ 135,000.00
<u>MSF Non Environmental Activities</u>		
Public Infrastructure	Sidewalk, bike path, landscaping, seating	\$ 115,300.00
Lead and Asbestos Abatement		\$ 6,500.00
Building and Site Demolition		\$ 148,000.00
Site Preparation		\$ 53,000.00
TOTAL COSTS OF ELIGIBLE ACTIVITIES		\$ 503,050.00
Financing Costs		\$ -
Contingencies (15%)		\$ 75,457.50
Brownfield Plan and Act 381 Work Plan		\$ 18,000.00
Administrative Costs of the Authority (estimated)		\$ 5,000.00
TOTAL REIMBURSEMENTS		\$ 583,507.50
Captured and Disbursed to State Brownfield Redevelopment Fund		\$ 25,117.35
Additional Capture for LSRRF		\$ 18,785.45
Total		\$ 627,410.30

**TABLE 2: ESTIMATE OF ANNUAL CAPTURED INCREMENTAL TAXES
FOR PERSONAL AND REAL PROPERTY**



Table 2
Estimate of Total Captured Incremental Taxes
Dark Horse Brewery Expansion
Industrial Street
Marshall, MI

All parcels combined							
Year	Annual Total Millage†	Initial Taxable Value	Tax Revenues from Initial Taxable Value	Estimated Future Taxable Value	Estimated Future Tax Revenues	Incremental Tax Revenues	Available for Capture
2017	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
2018	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
2019	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
2020	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
2021	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
2022	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
2023	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
2024	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
2025	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
2026	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
2027	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
2028	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
2029	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
2030	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
2031	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
2032	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
2033	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
2034	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
2035	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
2036	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
2037	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
2038	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
2039	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
2040	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
2041	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
2042	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
2043	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
2044	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
2045	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
2046	62.4479	\$ 299,392.00	\$ 18,696.40	\$ 634,290.00	\$ 39,610.08	\$ 20,913.68	\$ 20,913.68
TOTAL							\$ 627,410.30

† - Does not include debt millages

* - Total includes five year future capture to Local Site Remediation Revolving Fund and up to 25 years to State Brownfield Fund

TABLE 3: ESTIMATE OF ANNUAL CAPTURED INCREMENTAL TAXES FOR EACH AFFECTED TAXING JURISDICTION (PARKING LOT PARCELS)



Table 3

Estimate of Annual Effect on Taxing Jurisdictions

Dark Horse Brewery Expansion
Industrial Street
Marshall, MI

Parking Lot Parcels Combined 53-002-560-00 53-002-552-01 53-008-301-00

SUMMER TAXES ¹														
Taxing Jurisdiction		City General	City Leaf/Brush	City Rec	Dial-a-ride	Library Oper	SET	Calhoun ISD	KCC	School Oper	School Debt	School Sinking Fund	County General	Total
Millage		17.1629	0.4	0.9393	0.484	1.6711	6	3.13	1.8068	9	3.525	0.5	5.3779	49.997
Initial Taxable Value	\$ 44,002.00	\$ 755.20	\$ 17.60	\$ 41.33	\$ 21.30	\$ 73.53	\$ 264.01	\$ 137.73	\$ 79.50	\$ 396.02	\$ 155.11	\$ 22.00	\$ 236.64	\$ 2,199.97
Future Taxable Value	\$ 103,900.00	\$ 1,783.23	\$ 41.56	\$ 97.59	\$ 50.29	\$ 173.63	\$ 623.40	\$ 325.21	\$ 187.73	\$ 935.10	\$ 366.25	\$ 51.95	\$ 558.76	\$ 5,194.69
Captured Taxable Value	\$ 59,898.00	\$ 1,028.02	\$ 23.96	\$ 56.26	\$ 28.99	\$ 100.10	\$ 359.39	\$ 187.48	\$ 108.22	\$ 539.08		\$ 29.95	\$ 322.13	\$ 2,783.58

WINTER TAXES ²												
Taxing Jurisdiction		County Veterans	Medical Care	Senior Millage	Library Debt	Calhoun ISD	KCC	School Oper	School Debt	School Sinking Fund	MSL Ambulance	Total
Millage		0.1	0.2482	0.7452	0.32	3.0757	1.8068	9	3.525	0.5	0.5	19.8209
Initial Taxable Value	\$ 44,002.00	\$ 4.40	\$ 10.92	\$ 32.79	\$ 14.08	\$ 135.34	\$ 79.50	\$ 396.02	\$ 155.11	\$ 22.00	\$ 22.00	\$ 872.16
Future Taxable Value	\$ 103,900.00	\$ 10.39	\$ 25.79	\$ 77.43	\$ 33.25	\$ 319.57	\$ 187.73	\$ 935.10	\$ 366.25	\$ 51.95	\$ 51.95	\$ 2,059.39
Captured Taxable Value	\$ 59,898.00	\$ 5.99	\$ 14.87	\$ 44.64		\$ 184.23	\$ 108.22	\$ 539.08		\$ 29.95	\$ 29.95	\$ 956.92

1. Based on millages from 2015 taxes
2. Based on millages from 2015 taxes
3. Half of captured SET conveyed to State Brownfield Redevelopment Fund

Total Millage	69.8179
Total Annual Future Tax Liability	\$ 7,254.08
Total Capturable Local Millages	38.4479
Total Annual Capturable Local Tax Increment	\$ 2,302.95
Total Capturable School Millages	24.00000
Total Annual Capturable School Tax Increment	\$ 1,437.55
Total School and Local Tax Increment Revenue/Yr	\$ 3,740.50

**TABLE 3A: ESTIMATE OF ANNUAL CAPTURED INCREMENTAL TAXES FOR EACH AFFECTED
TAXING JURISDICTION (DARK HORSE COMMONS PARCEL)**



Table 3A

Estimate of Annual Effect on Taxing Jurisdictions

Dark Horse Brewery Expansion
Industrial Street
Marshall, MI

Dark Horse Commons 53-001-340-00

SUMMER TAXES ¹														
Taxing Jurisdiction		City General	City Leaf/Brush	City Rec	Dial-a-ride	Library Oper	SET	Calhoun ISD	KCC	School Oper	School Debt	School Sinking Fund	County General	Total
Millage		17.1629	0.4	0.9393	0.484	1.6711	6	3.13	1.8068	9	3.525	0.5	5.3779	49.997
Initial Taxable Value	\$ 92,834.00	\$ 1,593.30	\$ 37.13	\$ 87.20	\$ 44.93	\$ 155.13	\$ 557.00	\$ 290.57	\$ 167.73	\$ 835.51	\$ 327.24	\$ 46.42	\$ 499.25	\$ 4,641.42
Future Taxable Value	\$ 217,834.00	\$ 3,738.66	\$ 87.13	\$ 204.61	\$ 105.43	\$ 364.02	\$ 1,307.00	\$ 681.82	\$ 393.58	\$ 1,960.51	\$ 767.86	\$ 108.92	\$ 1,171.49	\$ 10,891.05
Captured Taxable Value	\$ 125,000.00	\$ 2,145.36	\$ 50.00	\$ 117.41	\$ 60.50	\$ 208.89	\$ 750.00	\$ 391.25	\$ 225.85	\$ 1,125.00		\$ 62.50	\$ 672.24	\$ 5,809.00

WINTER TAXES ²												
Taxing Jurisdiction		County Veterans	Medical Care	Senior Millage	Library Debt	Calhoun ISD	KCC	School Oper	School Debt	School Sinking Fund	MSL Ambulance	Total
Millage		0.1	0.2482	0.7452	0.32	3.0757	1.8068	9	3.525	0.5	0.5	19.8209
Initial Taxable Value	\$ 92,834.00	\$ 9.28	\$ 23.04	\$ 69.18	\$ 29.71	\$ 285.53	\$ 167.73	\$ 835.51	\$ 327.24	\$ 46.42	\$ 46.42	\$ 1,840.05
Future Taxable Value	\$ 217,834.00	\$ 21.78	\$ 54.07	\$ 162.33	\$ 69.71	\$ 669.99	\$ 393.58	\$ 1,960.51	\$ 767.86	\$ 108.92	\$ 108.92	\$ 4,317.67
Captured Taxable Value	\$ 125,000.00	\$ 12.50	\$ 31.03	\$ 93.15		\$ 384.46	\$ 225.85	\$ 1,125.00		\$ 62.50	\$ 62.50	\$ 1,996.99

1. Based on millages from 2015 taxes
2. Based on millages from 2015 taxes
3. Half of captured SET conveyed to State Brownfield Redevelopment Fund

Total Millage	69.8179
Total Annual Future Tax Liability	\$ 15,208.71
Total Capturable Local Millages	38.4479
Total Annual Capturable Local Tax Increment	\$ 4,805.99
Total Capturable School Millages	24.00000
Total Annual Capturable School Tax Increment	\$ 3,000.00
Total School and Local Tax Increment Revenue/Yr	\$ 7,805.99

**TABLE 3B: ESTIMATE OF ANNUAL CAPTURED INCREMENTAL TAXES FOR EACH AFFECTED
TAXING JURISDICTION (THREE DARK HORSE BREWERY CO. PARCELS)**



Table 3B

Estimate of Annual Effect on Taxing Jurisdictions

Dark Horse Brewery Expansion
Industrial Street
Marshall, MI

Three parcels combined

53-001-347-00

53-001-345-00

53-001-346-00

SUMMER TAXES ¹														
Taxing Jurisdiction		City General	City Leaf/Brush	City Rec	Dial-a-ride	Library Oper	SET	Calhoun ISD	KCC	School Oper	School Debt	School Sinking Fund	County General	Total
Millage		17.1629	0.4	0.9393	0.484	1.6711	6	3.13	1.8068	9	3.525	0.5	5.3779	49.997
Initial Taxable Value	\$ 162,556.00	\$ 2,789.93	\$ 65.02	\$ 152.69	\$ 78.68	\$ 271.65	\$ 975.34	\$ 508.80	\$ 293.71	\$ 1,463.00	\$ 573.01	\$ 81.28	\$ 874.21	\$ 8,127.31
Future Taxable Value	\$ 312,556.00	\$ 5,364.37	\$ 125.02	\$ 293.58	\$ 151.28	\$ 522.31	\$ 1,875.34	\$ 978.30	\$ 564.73	\$ 2,813.00	\$ 1,101.76	\$ 156.28	\$ 1,680.89	\$ 15,626.86
Captured Taxable Value	\$ 150,000.00	\$ 2,574.44	\$ 60.00	\$ 140.90	\$ 72.60	\$ 250.67	\$ 900.00	\$ 469.50	\$ 271.02	\$ 1,350.00		\$ 75.00	\$ 806.69	\$ 6,970.80

WINTER TAXES ²												
Taxing Jurisdiction		County Veterans	Medical Care	Senior Millage	Library Debt	Calhoun ISD	KCC	School Oper	School Debt	School Sinking Fund	MSL Ambulance	Total
Millage		0.1	0.2482	0.7452	0.32	3.0757	1.8068	9	3.525	0.5	0.5	19.8209
Initial Taxable Value	\$ 162,556.00	\$ 16.26	\$ 40.35	\$ 121.14	\$ 52.02	\$ 499.97	\$ 293.71	\$ 1,463.00	\$ 573.01	\$ 81.28	\$ 81.28	\$ 3,222.01
Future Taxable Value	\$ 312,556.00	\$ 31.26	\$ 77.58	\$ 232.92	\$ 100.02	\$ 961.33	\$ 564.73	\$ 2,813.00	\$ 1,101.76	\$ 156.28	\$ 156.28	\$ 6,195.14
Captured Taxable Value	\$ 150,000.00	\$ 15.00	\$ 37.23	\$ 111.78		\$ 461.36	\$ 271.02	\$ 1,350.00		\$ 75.00	\$ 75.00	\$ 2,396.39

1. Based on millages from 2015 taxes
2. Based on millages from 2015 taxes
3. Half of captured SET conveyed to State Brownfield Redevelopment Fund

Total Millage	69.8179
Total Annual Future Tax Liability	\$ 21,822.00
Total Capturable Local Millages	38.4479
Total Annual Capturable Local Tax Increment	\$ 5,767.19
Total Capturable School Millages	24.00000
Total Annual Capturable School Tax Increment	\$ 3,600.00
Total School and Local Tax Increment Revenue/Yr	\$ 9,367.19

**TABLE 4: CAPTURED TAXABLE VALUE AND TAX INCREMENT REVENUE BY YEAR AND
AGGREGATE FOR EACH TAXING JURISDICTION**



Table 4

Captured Taxable Value and Tax Increment Revenue by Year and Aggregate for Each Taxing Jurisdiction

Dark Horse Brewery Expansion
Industrial Street
Marshall, MI

Year	Captured Taxable Value	City General	City Leaf/Brush	City Rec	Dial-a-ride	Library Oper	SET ¹	Calhoun ISD	KCC	School Oper	School Debt	School Sinking Fund	County General	County Veterans	Medical Care	Senior Millage	Library Debt	Calhoun ISD	KCC	School Oper	School Debt	School Sinking Fund	MSL Ambulance	Total
		17,1629	0.4	0.9393	0.484	1.6711	6	3.13	1.8068	9	3.525	0.5	5.3779	0.1	0.2482	0.7452	0.32	3.0757	1.8068	9	3.525	0.5	0.5	69.8179
2017	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
2018	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
2019	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
2020	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
2021	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
2022	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
2023	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
2024	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
2025	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
2026	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
2027	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
2028	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
2029	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
2030	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
2031	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
2032	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
2033	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
2034	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
2035	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
2036	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
2037	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
2038	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
2039	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
2040	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
2041	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
2042	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
2043	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
2044	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
2045	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
2046	\$ 334,898.00	5,747.82	133.96	314.57	162.09	559.65	2,009.39	1,048.23	605.09	3,014.08	-	167.45	1,801.05	33.49	83.12	249.57	-	1,030.05	605.09	3,014.08	-	167.45	167.45	20,913.68
TOTAL CAPTURED TAXES		\$ 172,434.63	\$ 4,018.78	\$ 9,437.09	\$ 4,862.72	\$ 16,789.44	\$ 60,281.64	\$ 31,446.92	\$ 18,152.81	\$ 90,422.46	\$ -	\$ 5,023.47	\$ 54,031.44	\$ 1,004.69	\$ 2,493.65	\$ 7,486.98	\$ -	\$ 30,901.37	\$ 18,152.81	\$ 90,422.46	\$ -	\$ 5,023.47	\$ 5,023.47	\$ 627,410.30

1. Half of SET conveyed to State Brownfield Redevelopment Fund

TABLE 5: REIMBURSEMENT SCHEDULE



Table 5

Reimbursement Schedule

Dark Horse Brewery Expansion
Industrial Street
Marshall, Michigan

Year	Incremental Taxes Captured	Funds Disbursed						
		Developer (School)	Developer (Local)	Developer (Aggregate)	Administrative Costs (Local)	LSRRF (School)	LSRRF (Local)	Brownfield Redevelopment Fund
2017	20,913.68	7,032.86	10,376.12	17,408.98	2,500.00			1,004.69
2018	20,913.68	7,032.86	10,376.12	34,817.97	2,500.00			1,004.69
2019	20,913.68	7,032.86	12,876.12	54,726.95				1,004.69
2020	20,913.68	7,032.86	12,876.12	74,635.93				1,004.69
2021	20,913.68	7,032.86	12,876.12	94,544.91				1,004.69
2022	20,913.68	7,032.86	12,876.12	114,453.90				1,004.69
2023	20,913.68	7,032.86	12,876.12	134,362.88				1,004.69
2024	20,913.68	7,032.86	12,876.12	154,271.86				1,004.69
2025	20,913.68	7,032.86	12,876.12	174,180.85				1,004.69
2026	20,913.68	7,032.86	12,876.12	194,089.83				1,004.69
2027	20,913.68	7,032.86	12,876.12	213,998.81				1,004.69
2028	20,913.68	7,032.86	12,876.12	233,907.79				1,004.69
2029	20,913.68	7,032.86	12,876.12	253,816.78				1,004.69
2030	20,913.68	7,032.86	12,876.12	273,725.76				1,004.69
2031	20,913.68	7,032.86	12,876.12	293,634.74				1,004.69
2032	20,913.68	7,032.86	12,876.12	313,543.73				1,004.69
2033	20,913.68	7,032.86	12,876.12	333,452.71				1,004.69
2034	20,913.68	7,032.86	12,876.12	353,361.69				1,004.69
2035	20,913.68	7,032.86	12,876.12	373,270.67				1,004.69
2036	20,913.68	7,032.86	12,876.12	393,179.66				1,004.69
2037	20,913.68	7,032.86	12,876.12	413,088.64				1,004.69
2038	20,913.68	7,032.86	12,876.12	432,997.62				1,004.69
2039	20,913.68	7,032.86	12,876.12	452,906.60				1,004.69
2040	20,913.68	7,032.86	12,876.12	472,815.59				1,004.69
2041	20,913.68	7,032.86	12,876.12	492,724.57				1,004.69
2042	20,913.68	8,037.55	12,876.12	513,638.25				
2043	20,913.68	8,037.55	12,876.12	534,551.92				
2044	20,913.68	8,037.55	12,876.12	555,465.60				
2045	20,913.68	8,037.55	12,876.12	576,379.28				
2046	20,913.68	1,064.11	1,064.11	578,507.50		6,973.44	11,812.01	
Totals	627,410.30	209,035.77	369,471.73	578,507.50	5,000.00	6,973.44	11,812.01	25,117.35

NOTICE OF PUBLIC HEARING



NOTICE OF PUBLIC HEARING

**THE BROWNFIELD REDEVELOPMENT AUTHORITY
OF THE CITY OF MARSHALL**

**REGARDING INCLUSION INTO THE CITY'S BROWNFIELD PLAN
OF
DARK HORSE BREWING COMPANY EXPANSION
MARSHALL, MICHIGAN**

TO ALL INTERESTED PERSONS IN THE CITY OF MARSHALL

PLEASE TAKE NOTICE that the City Council of the City of Marshall, Michigan, will hold a Public Hearing on Monday, the 21st day of March 2016, at approximately 7 p.m., Eastern Daylight Time in the Council Chambers within Town Hall, 323 West Michigan Avenue, Marshall, Michigan, to receive public comment on an amendment to the City's Brownfield Redevelopment Plan to include therein portions of the following property located in Marshall, Michigan. The following legal parcels are included in the Brownfield Plan as "eligible property":

Parcel ID#

53-002-560-00 (100 Page Avenue)

53-002-552-01 (No address)

53-008-301-00 (No address)

53-001-340-00 (515 S. Kalamazoo)

53-001-345-00 (No address)

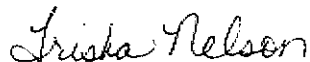
53-001-346-00 (519 S. Kalamazoo)

53-001-347-00 (320 Pearl)

The property consists of seven parcels of land being developed by Dark Horse Brewing Company. Three of the parcels have historically has been used for industrial purposes and environmental contamination remains on site from those previous uses. One parcel has been demonstrated to be functionally obsolete. The redevelopment of these parcels and the contiguous and adjacent parcels will allow for business expansion of Dark Horse Brewing Company, control environmental contamination, restore productive use to a functionally obsolete building, and enhance public infrastructure.

The Brownfield Plan, which includes a site map and legal descriptions of the parcels, is available for public inspection at the City Clerk's office, located at Town Hall, 323 West Michigan Avenue, Marshall, Michigan 49068. All aspects of the plan are open for discussion at the public hearing.

THIS NOTICE is given by order of the City Council of the City of Marshall, Michigan.



Trisha Nelson, Clerk
City of Marshall

Posting Date: February 18, 2016 *in*

NOTICE TO TAXING JURISDICTIONS





Notifications
mailed 2/18/16 - Jn
County
KCC
MAFFAA
MPS
CISO
Library
State

NOTICE TO ALL TAXING JURISDICTIONS

The City Council of the City of Marshall proposes to approve a Brownfield Plan for seven parcels of property located in the City of Marshall. The following legal parcels are "eligible property" and will be included in the Brownfield Plan:

Parcel ID#

53-002-560-00 (100 Page Avenue)
53-002-552-01 (No address)
53-008-301-00 (No address)
53-001-340-00 (515 S. Kalamazoo)
53-001-345-00 (No address)
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53-001-347-00 (320 Pearl)

The property consists of seven parcels of land being developed by Dark Horse Brewing Company. Three of the parcels have historically been used for industrial purposes and environmental contamination remains on site from those previous uses. One parcel has been demonstrated to be functionally obsolete. The redevelopment of these parcels and the contiguous and adjacent parcels will allow for business expansion of Dark Horse Brewing Company, control environmental contamination, restore productive use to a functionally obsolete building, and enhance public infrastructure.

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 distressed, functionally obsolete and/or blighted properties. The Authority Board has prepared and adopted a Brownfield Plan related to the redevelopment of the above referenced parcels. This document serves to notify local taxing units of the intent to approve a Brownfield Plan for the noted property.

The Act permits the use of the tax increment financing in order to provide the Authority with the means of financing the redevelopment project included in the Brownfield Plan. Tax increment financing allows the Authority to capture tax revenues attributable to increases in the taxable value of real and personal property located on the "eligible property", which may include certain adjacent or contiguous parcels. Increases in taxable value may be attributable to various factors, including new construction, rehabilitation, remodeling, alterations, additions, and the installation of personal property on the eligible site.

The plan will be considered for adoption at the March 21, 2016 meeting of the Marshall City Council held at 7 pm in the Town Hall, 323 West Michigan

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

Avenue, Marshall, Michigan. You may view the plan on our website at: www.cityofmarshall.com. If you have any questions or comments concerning the Brownfield Redevelopment Authority or adoption of the Plan you may attend the meeting and express those concerns during the public comment period. You may also direct inquiries to Mr. Tom Tarkiewicz, City Manager, at (269) 781-5183 or ttarkiewicz@cityofmarshall.com.

Respectfully,



Trisha Nelson
City Clerk

Dated: February 18, 2016

Trisha Nelson

From: Trisha Nelson
Sent: Thursday, February 18, 2016 8:56 AM
To: 'WESTMORELANDB@michigan.gov'; 'pungl5@michigan.org'
Subject: Brownfield Redevelopment Plan
Attachments: BROWNFIELD PLAN Dark Horse.pdf

NOTICE TO ALL TAXING JURISDICTIONS

The City Council of the City of Marshall proposes to approve a Brownfield Plan for seven parcels of property located in the City of Marshall. The following legal parcels are "eligible property" and will be included in the Brownfield Plan:

Parcel ID#

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The property consists of seven parcels of land being developed by Dark Horse Brewing Company. Three of the parcels have historically has been used for industrial purposes and environmental contamination remains on site from those previous uses. One parcel has been demonstrated to be functionally obsolete. The redevelopment of these parcels and the contiguous and adjacent parcels will allow for business expansion of Dark Horse Brewing Company, control environmental contamination, restore productive use to a functionally obsolete building, and enhance public infrastructure.

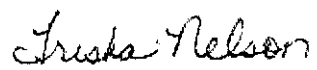
The City of Marshall has established a Brownfield Redevelopment Authority (the "Authority") in accordance with the Brownfield Redevelopment Act, Act No. 381 of the Michigan Public Acts of 1996, as amended (the "Act").

The Act was enacted to provide a means for local units of government to facilitate the revitalization of environmentally distressed, functionally obsolete and/or blighted properties. The Authority Board has prepared and adopted a Brownfield Plan related to the redevelopment of the above referenced parcels. This document serves to notify local taxing units of the intent to approve a Brownfield Plan for the noted property.

The Act permits the use of the tax increment financing in order to provide the Authority with the means of financing the redevelopment project included in the Brownfield Plan. Tax increment financing allows the Authority to capture tax revenues attributable to increases in the taxable value of real and personal property located on the "eligible property", which may include certain adjacent or contiguous parcels. Increases in taxable value may be attributable to various factors, including new construction, rehabilitation, remodeling, alterations, additions, and the installation of personal property on the eligible site.

The plan will be considered for adoption at the March 21, 2016 meeting of the Marshall City Council held at 7 pm in the Town Hall, 323 West Michigan Avenue, Marshall, Michigan. The plan is attached for your review. If you have any questions or comments concerning the Brownfield Redevelopment Authority or adoption of the Plan you may attend the meeting and express those concerns during the public comment period. You may also direct inquiries to Mr. Tom Tarkiewicz, City Manager, at (269) 781-5183 or ttarkiewicz@cityofmarshall.com.

Respectfully,

A handwritten signature in cursive script that reads "Trisha Nelson".

Trisha Nelson
City Clerk

Dated: February 18, 2016

RESOLUTION APPROVING A BROWNFIELD PLAN



**CITY OF MARSHALL, MICHIGAN
RESOLUTION #2016-05**

**RESOLUTION APPROVING A BROWNFIELD PLAN
BY THE CITY OF MARSHALL
PURSUANT TO AND IN ACCORDANCE WITH
THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS
OF THE STATE OF MICHIGAN OF 1996, AS AMENDED**

At a regular meeting of the City Council of the City of Marshall, Michigan, held in the Council Chambers, Town Hall located at 323 W. Michigan Avenue, Marshall, Michigan, on the 21st day of March, 2016 at 7 p.m.

PRESENT: Gerten, McNeil, Metzger, Miller, Mayor Reed, Schurig, and Williams.

ABSENT: None.

MOTION BY: Council Member Williams.

SUPPORTED BY: Council Member Metzger.

WHEREAS, the City of Marshall City Council, 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"), have 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 13 of the Act, has reviewed, adopted and recommended for approval by the City Council, the Brownfield plan (the "Plan") attached hereto, to be carried out within the City of Marshall relating to the redevelopment project on seven parcels of land located in the City of Marshall, Michigan, (the "Site"), as more particularly described and shown in Figure 1 and Attachment "A" contained within the attached Plan; and

WHEREAS, the City Council of the City of Marshall has reviewed the Plan, and has been provided a reasonable opportunity to express their views and recommendations regarding the Plan and in accordance with Sections 13(13) of the Act; and

WHEREAS, the City Council of the City of Marshall has noticed and held a public hearing in accordance with Section 13(10,11,12 and 13) of the Act, and

WHEREAS, the City Council of the City of Marshall has made the following determinations and findings:

- A. The Plan constitutes a public purpose under the Act;

- B. The Plan meets all of the requirements for a Brownfield plan set forth in Section 13 of the Act;
- C. The proposed method of financing the costs of the eligible activities, as described in the Plan, was feasible and the Authority has the ability to arrange the financing;
- D. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and

WHEREAS, as a result of its review of the Plan, the City Council of the City of Marshall concurs with approval of the Plan.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. **Plan Approved.** Pursuant to the authority vested in the City Council of the City of Marshall, by the Act, the Plan is hereby approved in the form attached to this Resolution.
- 2. **Severability.** 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.
- 3. **Repeals.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

AYES: Gerten, McNeil, Metzger, Miller, Mayor Reed, Schurig, and Williams.

NAYES: None.

ABSTAINED: None.

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
COUNTY OF CALHOUN) ss:

I, the undersigned, the fully qualified Clerk of the City of Marshall, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Marshall at a regular meeting held on the 21st day of March, 2016, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this 21st day of March, 2016.

A handwritten signature in cursive script, reading "Trisha Nelson", is written over a horizontal line.

Trisha Nelson, City of Marshall City Clerk

AFFIDAVIT OF FUNCTIONAL OBSOLESCENCE

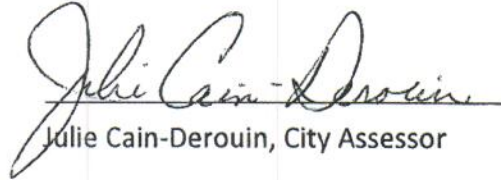


REVISED
1-8-15 JC

AFFIDAVIT OF CITY OF MARSHALL ASSESSOR

I, Julie Cain-Derouin, being duly sworn, states that if called upon will testify to the following facts:

1. I am employed by the City of Marshall in the Assessing Department as the City Assessor, and have held that position for approximately 8 months.
2. I am a certified Michigan Advanced Assessing Officer. 515 JC
3. I am familiar with the property located at ~~519~~ S Kalamazoo Ave, in the City of Marshall.
4. This affidavit is given in accordance with MCL 125.2663(1) (h) and is made to confirm this property qualifies as 'Functionally Obsolete Property' as that term is defined under MCL 125.2652 (s). The following facts, without limitation, form the basis for my opinion:
 - a. The property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or super adequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property.
 - b. Specifically, the property has no heating/cooling system, no bathrooms, no sprinklers, no emergency lights or signs, and does not comply with the Americans with Disabilities Act.


Julie Cain-Derouin, City Assessor

Subscribed and sworn to before me by Julie Cain-Derouin on May 17, 2015.



Trisha Nelson, Notary Public
Calhoun County, State of Michigan
Commission Expires: 10/6/2020

Prepared by:

Julie Cain-Derouin (R-8509)
Marshall City Assessor
323 W Michigan Ave
Marshall, MI 49068
269.558.0341

TRISHA NELSON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF CALHOUN
My Commission Expires 10/6/2020
Acting in the County of Calhoun

ITEM: 10.C

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marcia Strange, Director of Community Development
DATE: January 21, 2025
SUBJECT: **100 PAGE STREET/ 500 INDUSTRIAL - BROWNFIELD ESTABLISHMENT**

The current owners of the property at 100 Page Street/500 Industrial Road (Building Better Spaces Redevelopment, Building Better Spaces, LLC) are seeking the establishment of a new Brownfield Plan for the site. The plan was reviewed by the Brownfield Redevelopment Authority (BRA/DDA/LDFA) at their November 21, 2024, meeting. The BRA recommended that the existing plan be terminated, and a new plan established.

The 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 investment is estimated at \$1,270,000. If all approvals are received, construction is expected to commence in 2025 and be completed by 2026.

As an eligible Brownfield property, the total cost of eligible activities anticipated to be reimbursed to the developer, with contingencies, is estimated at \$588,459. This includes EGLE eligible activities - Phase I/II Environmental Assessment and Baseline EA (\$15,000), Due Care Activities (\$180,000), Contingency (\$27,000) and Work Plans (\$10,000) and MEDC eligible activities – Public Infrastructure (\$127,356), Site Preparation Activities (\$200,000) Contingency (\$19,103) and Work Plans (\$10,000).

The current base taxable value is \$23,400 and the future taxable value is estimated at \$500,000 generating an incremental TV difference of \$476,600 to be used for eligible cost reimbursement in year one. The future incremental TV schedule is outlined in Table 2 of the plan and demonstrated over a 30-year term. Table 3 of the plan outlines the recommended reimbursement schedule for eligible expenses of 24 years with a projected ending term in 2045 to the developer and 2049 to the BRA. The additional capture of funds from 2045 to 2049 would be used for other potential Brownfield projects in the City.

A public hearing is required to be held prior to approval, and is scheduled for the January 21, 2025, City Council meeting at 7 PM. Following the Public Hearing, we are requesting that Resolution #2025-02, be approved establishing the Brownfield Plan. In addition, a Brownfield Development and Reimbursement Agreement will need to be finalized and approved as a separate item by the City of Marshall Brownfield Redevelopment Authority.

BUDGET IMPACT:

The current taxable value of the property is \$23,400 and upon build out of the proposed project,

this would increase to ~\$500,000. The baseline TV would continue to be paid to the various taxing units, and the incremental TV would be used for eligible expenses repayment to the developer for a term of 24 years. Following the capture in 2049, the various taxing entities would receive tax revenue based on the increased value post redevelopment.

RECOMMENDATION:

Approve Resolution #2025-02, A Resolution Supporting the Adoption of a Brownfield Plan of Building Better Spaces, LLC Redevelopment and authorize the City Manager and City Clerk to sign the necessary documents.

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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Appendix 4 Notice of Public Hearing

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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 acquisition.

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 WIDTH, 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

Parcel ID No.: 53-002-552-01

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.

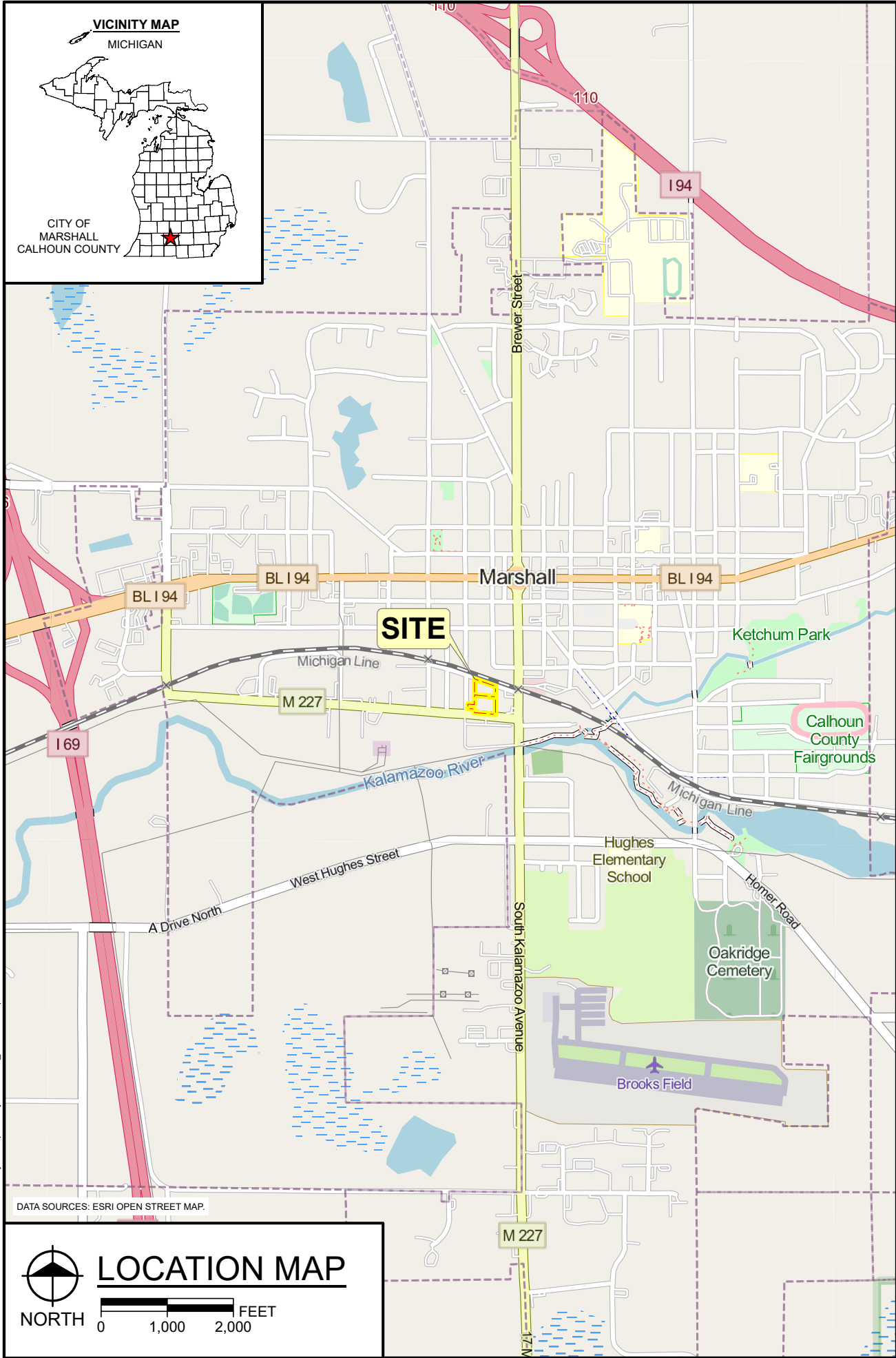
2.12 Strategy for Compliance with Michigan’s Relocation Assistance Law

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



DATA SOURCES: ESRI OPEN STREET MAP.



VICINITY MAP

MICHIGAN

CITY OF
MARSHALL
CALHOUN COUNTY



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\Proj\BEBE.aprx Layout: FIG02_Site Map Date: 8/8/2023 10:06 AM User: ahavens



LEGEND

Approximate Property Boundary

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.

2

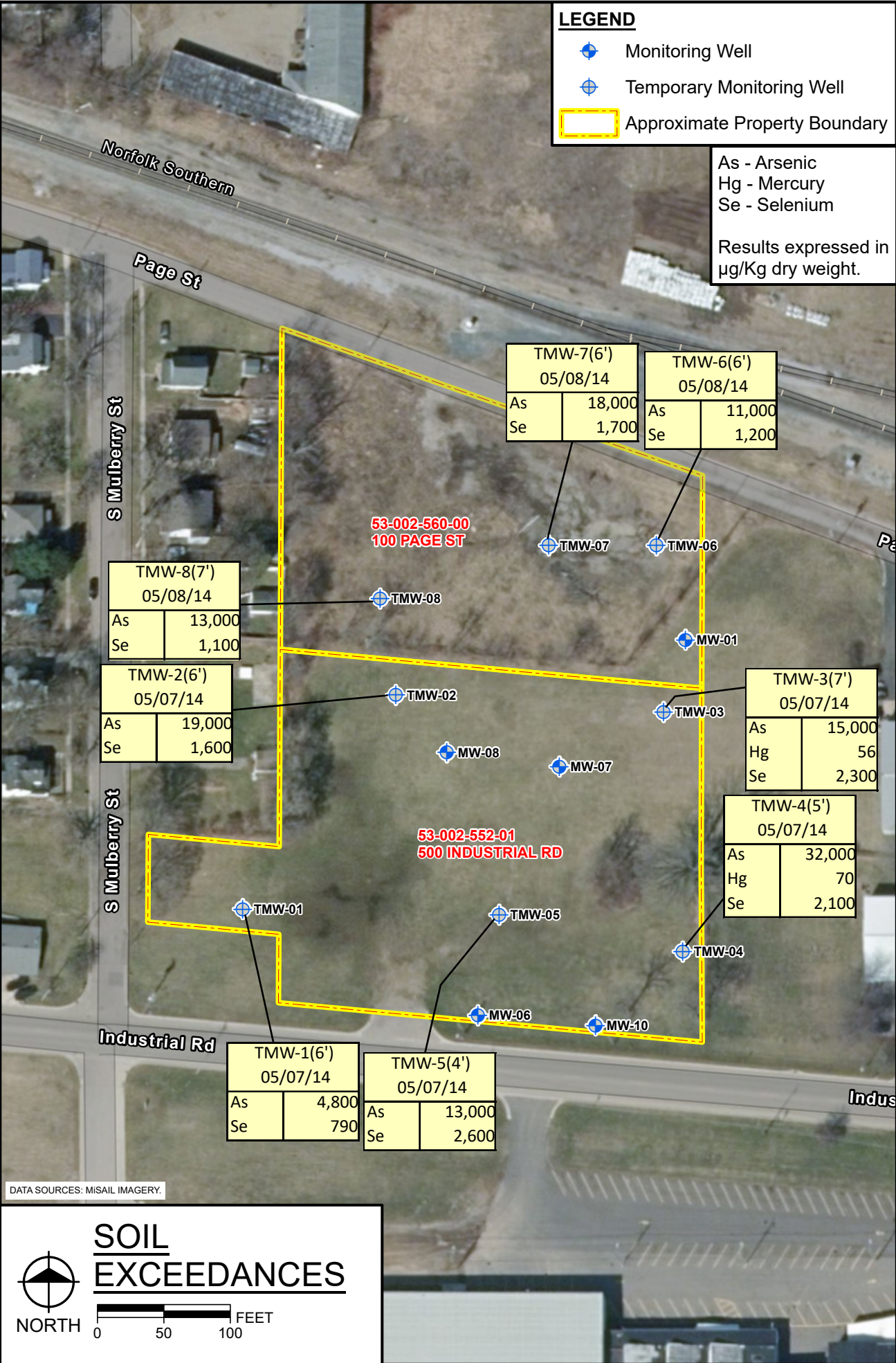
DATA SOURCES: MISAIL IMAGERY.

NORTH

SITE MAP

0 50 100 FEET

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



Engineers | Architects | Scientists | Constructors

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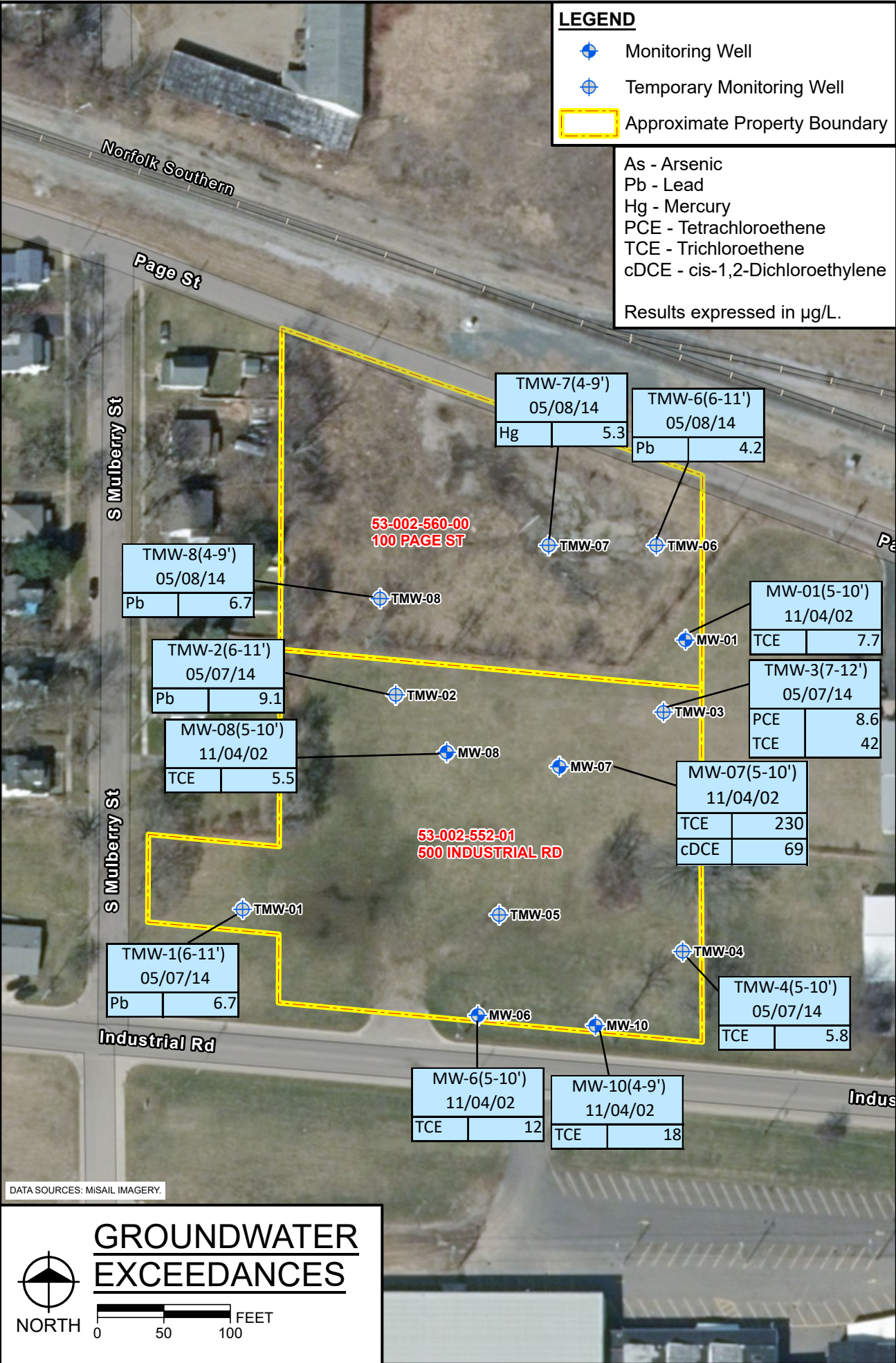
100 Page St & 500 Industrial Rd
Marshall, Michigan

Baseline Environmental Assessment

PROJECT NO.
231250

FIGURE NO.
3

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



Engineers | Architects | Scientists | Constructors

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100 Page St & 500 Industrial Rd

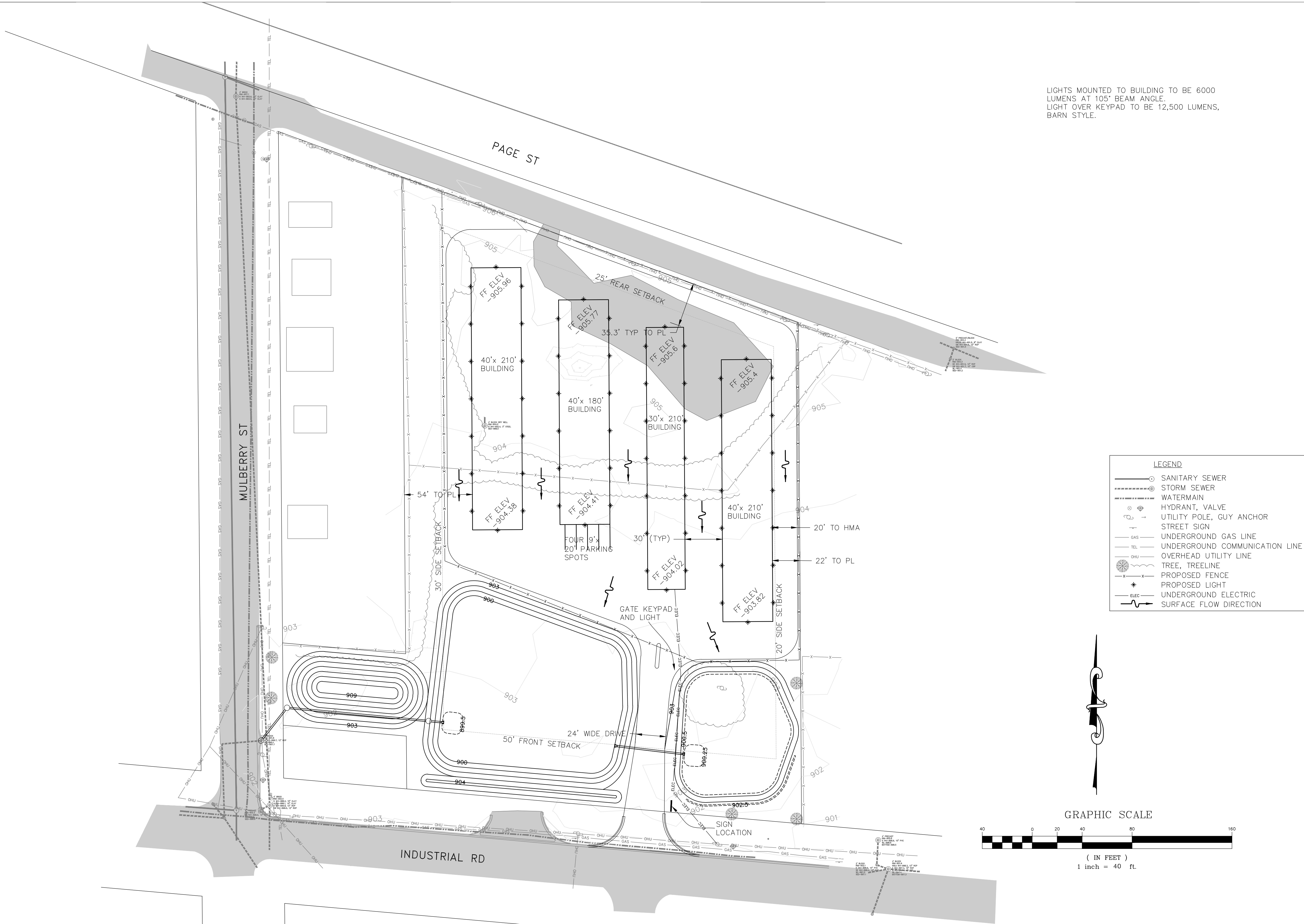
Marshall, Michigan

Baseline Environmental Assessment

PROJECT NO.
231250

FIGURE NO.
4

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



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



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

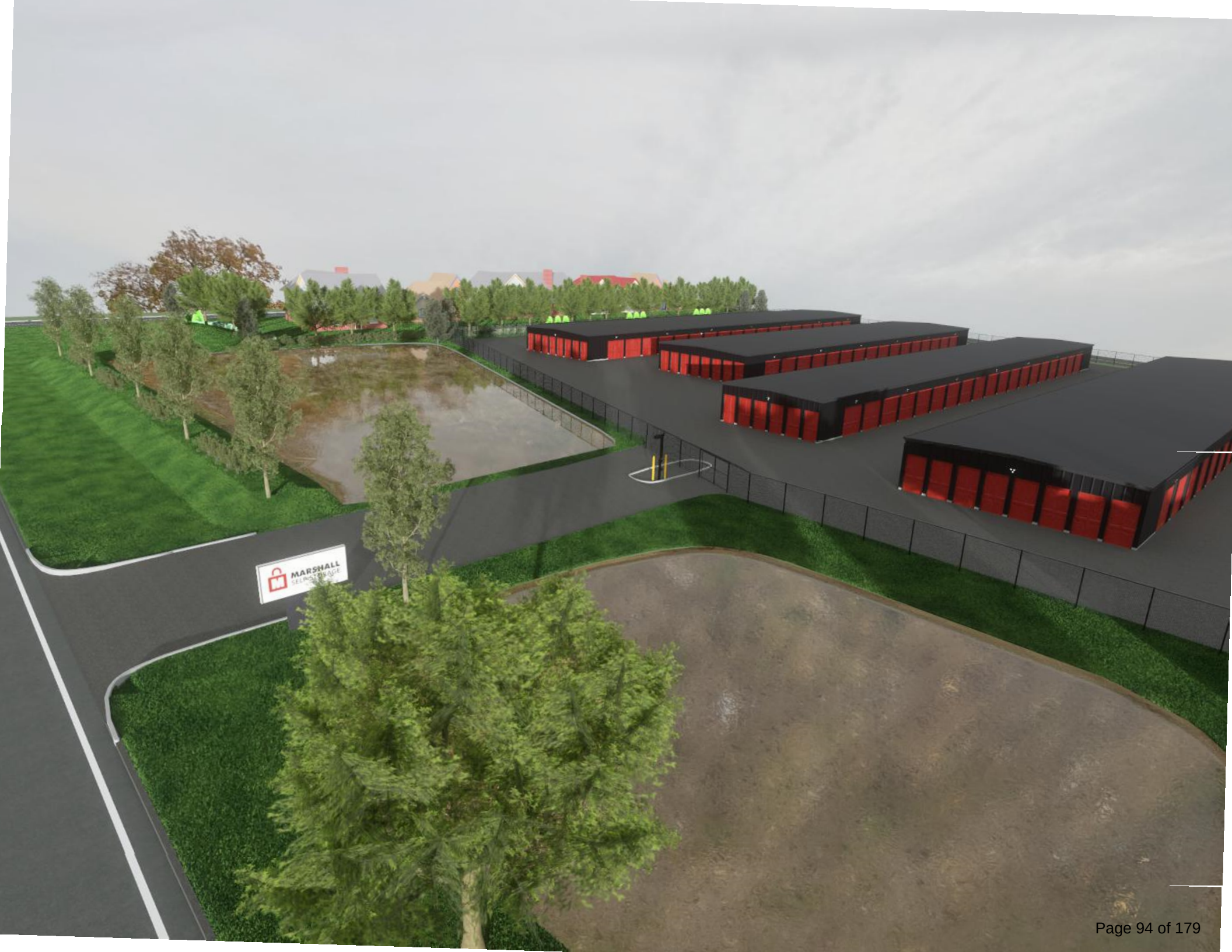
Know What's
Below, Call
MISS DIG.



REVISIONS

Date	Comment

SHEET
3/6







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
<i>Phase I ESA/Phase II ESA</i>	\$ 5,000
<i>Baseline Environmental Assessment</i>	\$ 10,000
Due Care	\$ 180,000
<i>Vapor Barriers</i>	\$ 80,000
<i>Engineered Barriers</i>	\$ 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
Public Infrastructure Improvements	\$ 127,356
<i>Urban Storm Water Management</i>	\$ 110,000
<i>Soft Costs (Engineering and Design, Survey)</i>	\$ 17,356
Site Preparation Activities	\$ 200,000
<i>Grading/Cut/Fill</i>	\$ 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	\$ 512,648	\$ 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
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
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
Local Capture																	
Millage Rate																	
City General	17.1620	\$ 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
City Leaf/Brush	0.7376	\$ 352	\$ 355	\$ 359	\$ 363	\$ 367	\$ 370	\$ 374	\$ 378	\$ 382	\$ 386	\$ 390	\$ 394	\$ 398	\$ 402	\$ 407	\$ 411
City Recreation	0.9020	\$ 430	\$ 434	\$ 439	\$ 444	\$ 448	\$ 453	\$ 458	\$ 462	\$ 467	\$ 472	\$ 477	\$ 482	\$ 487	\$ 492	\$ 497	\$ 502
Dial-A-Ride	0.9020	\$ 430	\$ 434	\$ 439	\$ 444	\$ 448	\$ 453	\$ 458	\$ 462	\$ 467	\$ 472	\$ 477	\$ 482	\$ 487	\$ 492	\$ 497	\$ 502
Library Operating	1.6499	\$ 786	\$ 795	\$ 803	\$ 811	\$ 820	\$ 828	\$ 837	\$ 846	\$ 855	\$ 864	\$ 873	\$ 882	\$ 891	\$ 900	\$ 910	\$ 919
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
K.C.C.	1.8050	\$ 860	\$ 869	\$ 878	\$ 888	\$ 897	\$ 906	\$ 916	\$ 925	\$ 935	\$ 945	\$ 955	\$ 965	\$ 975	\$ 985	\$ 995	\$ 1,006
School Sinking Fund	0.4989	\$ 238	\$ 240	\$ 243	\$ 245	\$ 248	\$ 251	\$ 253	\$ 256	\$ 258	\$ 261	\$ 264	\$ 267	\$ 269	\$ 272	\$ 275	\$ 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
County Veterans	0.1000	\$ 48	\$ 48	\$ 49	\$ 49	\$ 50	\$ 50	\$ 51	\$ 51	\$ 52	\$ 52	\$ 53	\$ 53	\$ 54	\$ 55	\$ 55	\$ 56
Medical Care	0.2482	\$ 118	\$ 120	\$ 121	\$ 122	\$ 123	\$ 125	\$ 126	\$ 127	\$ 129	\$ 130	\$ 131	\$ 133	\$ 134	\$ 135	\$ 137	\$ 140
Senior Millage	0.7440	\$ 355	\$ 358	\$ 362	\$ 366	\$ 370	\$ 374	\$ 377	\$ 381	\$ 385	\$ 389	\$ 394	\$ 398	\$ 402	\$ 406	\$ 410	\$ 414
Parks	0.1997	\$ 95	\$ 96	\$ 97	\$ 98	\$ 99	\$ 100	\$ 101	\$ 102	\$ 103	\$ 105	\$ 106	\$ 107	\$ 108	\$ 109	\$ 110	\$ 111
County 911	0.9800	\$ 467	\$ 472	\$ 477	\$ 482	\$ 487	\$ 492	\$ 497	\$ 502	\$ 508	\$ 513	\$ 518	\$ 524	\$ 529	\$ 535	\$ 540	\$ 546
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
K.C.C.	1.8054	\$ 860	\$ 869	\$ 879	\$ 888	\$ 897	\$ 907	\$ 916	\$ 926	\$ 935	\$ 945	\$ 955	\$ 965	\$ 975	\$ 985	\$ 995	\$ 1,006
School Sinking Fund	0.4944	\$ 236	\$ 238	\$ 241	\$ 243	\$ 246	\$ 248	\$ 251	\$ 253	\$ 256	\$ 259	\$ 261	\$ 264	\$ 267	\$ 270	\$ 273	\$ 278
MSL Ambulance Authority	0.6908	\$ 329	\$ 333	\$ 336	\$ 340	\$ 343	\$ 347	\$ 350	\$ 354	\$ 358	\$ 362	\$ 365	\$ 369	\$ 373	\$ 377	\$ 381	\$ 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
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
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
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	\$ 4,503
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:															Totals
Plan Year	18	19	20	21	22	23	24	25	26	27	28	29	30		
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	
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	
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	
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	
City Leaf/Brush	0.7376	\$ 420	\$ 426	\$ 432	\$ 438	\$ 443	\$ 447	\$ 452	\$ 456	\$ 460	\$ 465	\$ 469	\$ 474	\$ 478	
City Recreation	0.9020	\$ 513	\$ 518	\$ 524	\$ 529	\$ 535	\$ 540	\$ 546	\$ 552	\$ 557	\$ 563	\$ 569	\$ 575	\$ 581	
Dial-A-Ride	0.9020	\$ 513	\$ 518	\$ 524	\$ 529	\$ 535	\$ 540	\$ 546	\$ 552	\$ 557	\$ 563	\$ 569	\$ 575	\$ 581	
Library Operating	1.6499	\$ 938	\$ 948	\$ 958	\$ 968	\$ 978	\$ 988	\$ 998	\$ 1,009	\$ 1,019	\$ 1,030	\$ 1,041	\$ 1,051	\$ 1,062	
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	
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	
School Sinking Fund	0.4989	\$ 284	\$ 287	\$ 290	\$ 293	\$ 296	\$ 299	\$ 302	\$ 305	\$ 308	\$ 311	\$ 315	\$ 318	\$ 321	
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	
County Veterans	0.1000	\$ 57	\$ 57	\$ 58	\$ 59	\$ 59	\$ 60	\$ 61	\$ 61	\$ 62	\$ 62	\$ 63	\$ 64	\$ 64	
Medical Care	0.2482	\$ 141	\$ 143	\$ 144	\$ 146	\$ 147	\$ 149	\$ 150	\$ 152	\$ 153	\$ 155	\$ 157	\$ 158	\$ 160	
Senior Millage	0.7440	\$ 423	\$ 428	\$ 432	\$ 437	\$ 441	\$ 446	\$ 450	\$ 455	\$ 460	\$ 464	\$ 469	\$ 474	\$ 479	
Parks	0.1997	\$ 114	\$ 115	\$ 116	\$ 117	\$ 118	\$ 120	\$ 121	\$ 122	\$ 123	\$ 125	\$ 126	\$ 127	\$ 129	
County 911	0.9800	\$ 557	\$ 563	\$ 569	\$ 575	\$ 581	\$ 587	\$ 593	\$ 599	\$ 605	\$ 612	\$ 618	\$ 625	\$ 631	
Calhoun ISD	3.1146	\$ 1,771	\$ 1,790	\$ 1,809	\$ 1,827	\$ 1,846	\$ 1,865	\$ 1,885	\$ 1,904	\$ 1,924	\$ 1,944	\$ 1,964	\$ 1,985	\$ 2,005	
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	
School Sinking Fund	0.4944	\$ 281	\$ 284	\$ 287	\$ 290	\$ 293	\$ 296	\$ 299	\$ 302	\$ 305	\$ 309	\$ 312	\$ 315	\$ 318	
MSL Ambulance Authority	0.6908	\$ 393	\$ 397	\$ 401	\$ 405	\$ 410	\$ 414	\$ 418	\$ 422	\$ 427	\$ 431	\$ 436	\$ 440	\$ 445	
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	
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	
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	
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	
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	

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
Net/Total		\$ 588,460	\$ -	\$ 588,460
MMFCA	60.0%	\$ 331,600	\$ -	\$ 331,600
MMFCA	0.0%	\$ -	\$ -	\$ -

Estimated Total
Years of Plan:

Estimated Capture
Administration Fees \$ 52,827
State Brownfield Redevelopment Fund \$ 38,775
Local Brownfield Revolving Fund \$ 351,728

		2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000	3001	3002	3003	3004	3005	3006	3007	3008	3009	3010	3011	3012	3013	301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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: _____

EXHIBITS:

- 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

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



For EGLE Use Only

BEA Submittal #

MICHIGAN DEPARTMENT OF ENVIRONMENT,
GREAT LAKES, AND ENERGY

Remediation and Redevelopment Division

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.

Lorelana Donald Lorelana Donald 9/15/2023
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.

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List of Appendices

Appendix 1 Legal Description

Appendix 2 *Phase I Environmental Site Assessment, 100 Page Street & 500 Industrial Road, Marshall, Michigan*, Fishbeck, dated July 9, 2023 (Portions removed as per EGLE request)
Baseline Environmental Assessment, 100 Page Street, Marshall, Michigan, AECOM, dated April 14, 2015 (Portions removed as per EGLE request)
Baseline Environmental Assessment, Industrial Road & S. Mulberry Street, Marshall, Michigan, URS Corporation, dated September 18, 2014 (Portions removed as per EGLE request)
Groundwater Investigation Final Technical Memorandum Report completed for the 500 South Kalamazoo Avenue property by MACTEC, dated December 2, 2003 (Portions removed as per EGLE request)

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 search 4.1.1 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 described 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-dichloroethylene, 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:



Joseph W. Hunter, EP

Assessment Reviewed By:



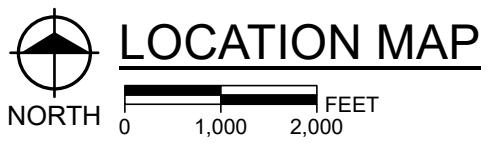
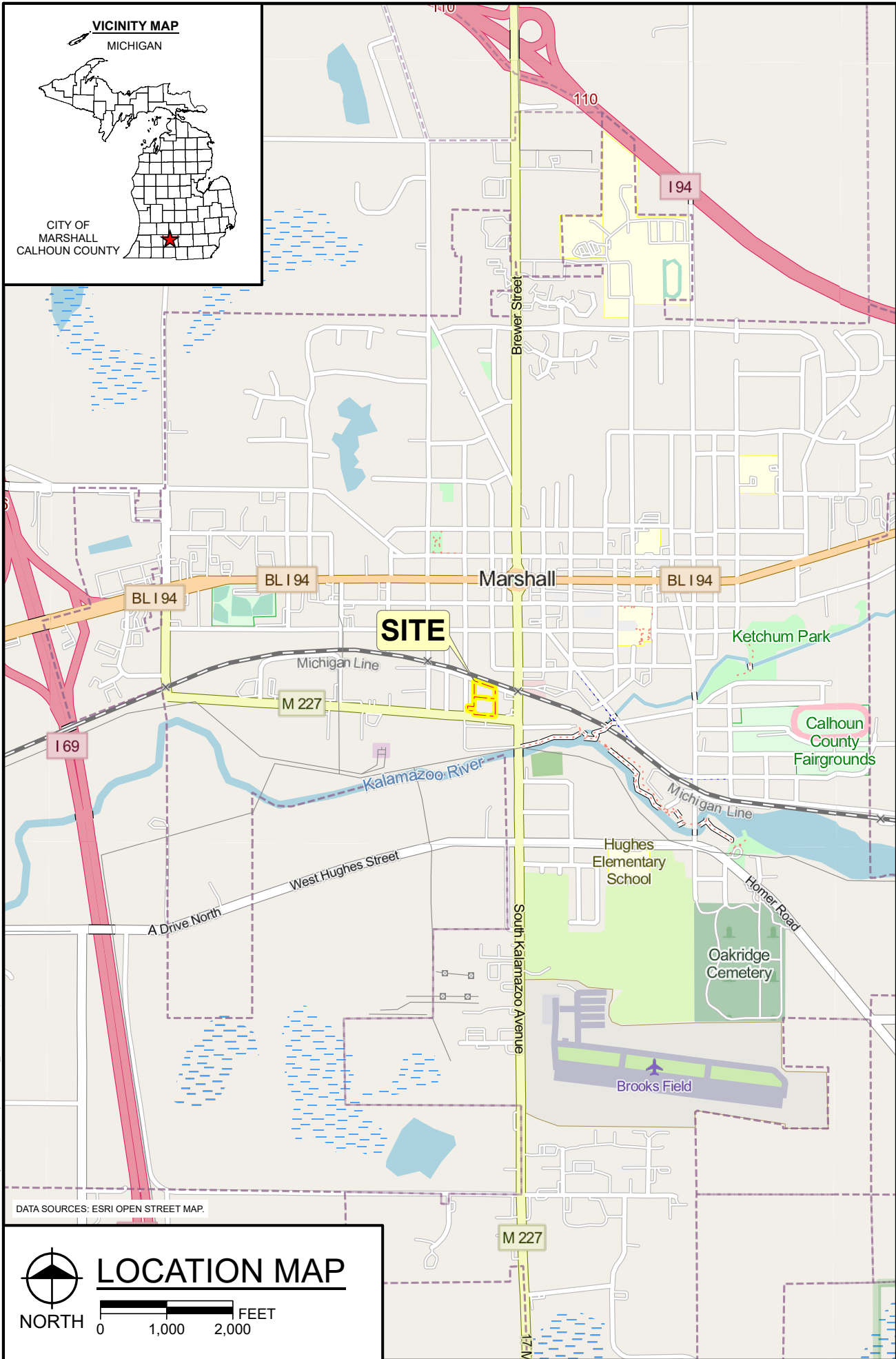
Courtney Dunaj, EP

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



DATA SOURCES: ESRI OPEN STREET MAP.



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\Pro\BIA.aprx Layout: FIG01_Location Map Date: 8/7/2023 2:28 PM User: abhavens

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



DATA SOURCES: MISAIL IMAGERY.



SITE MAP

0 50 100 FEET

LEGEND



Approximate Property Boundary



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

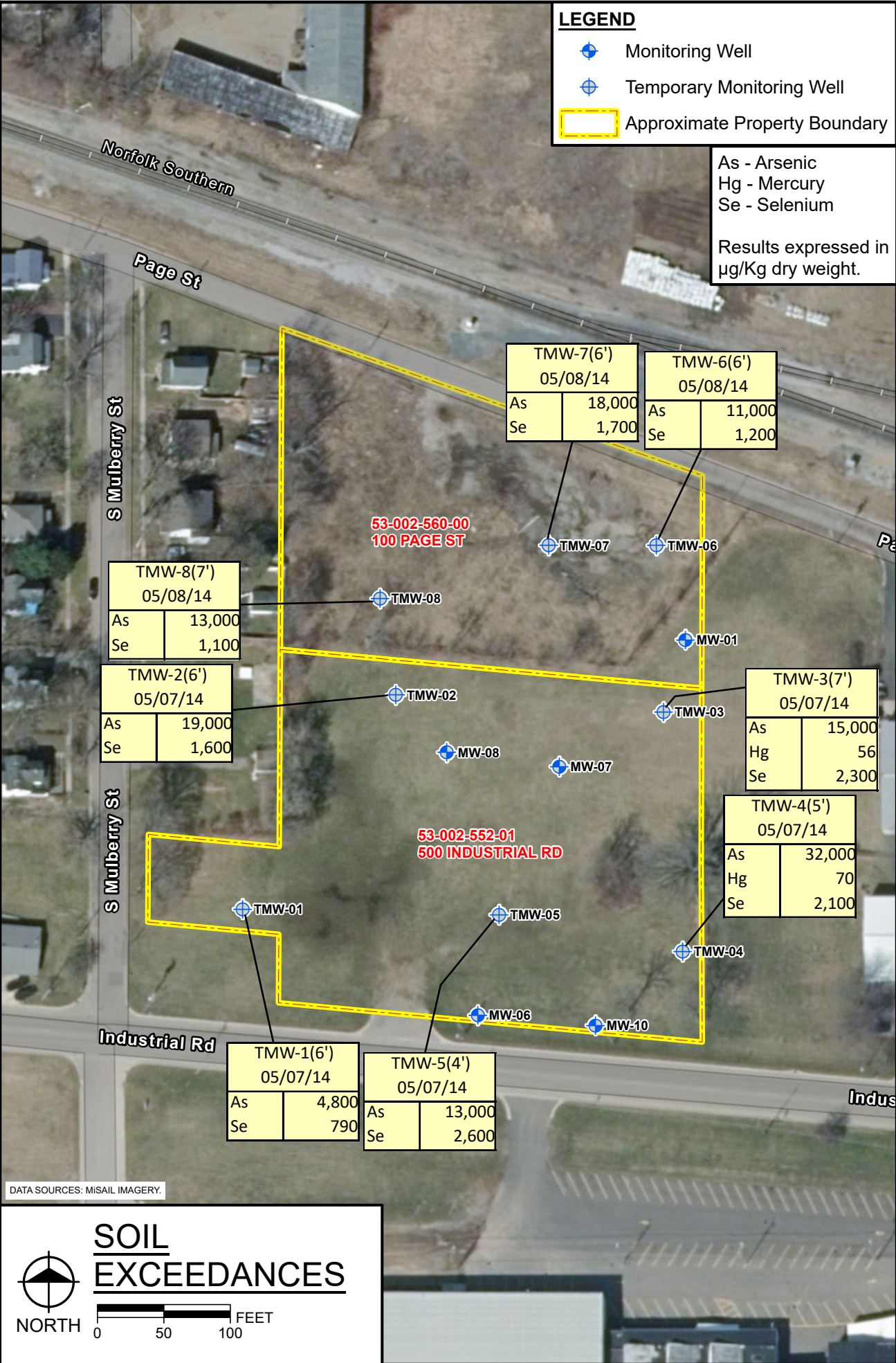
Marshall, Michigan

Baseline Environmental Assessment

PROJECT NO.
231250

FIGURE NO.
2

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



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.

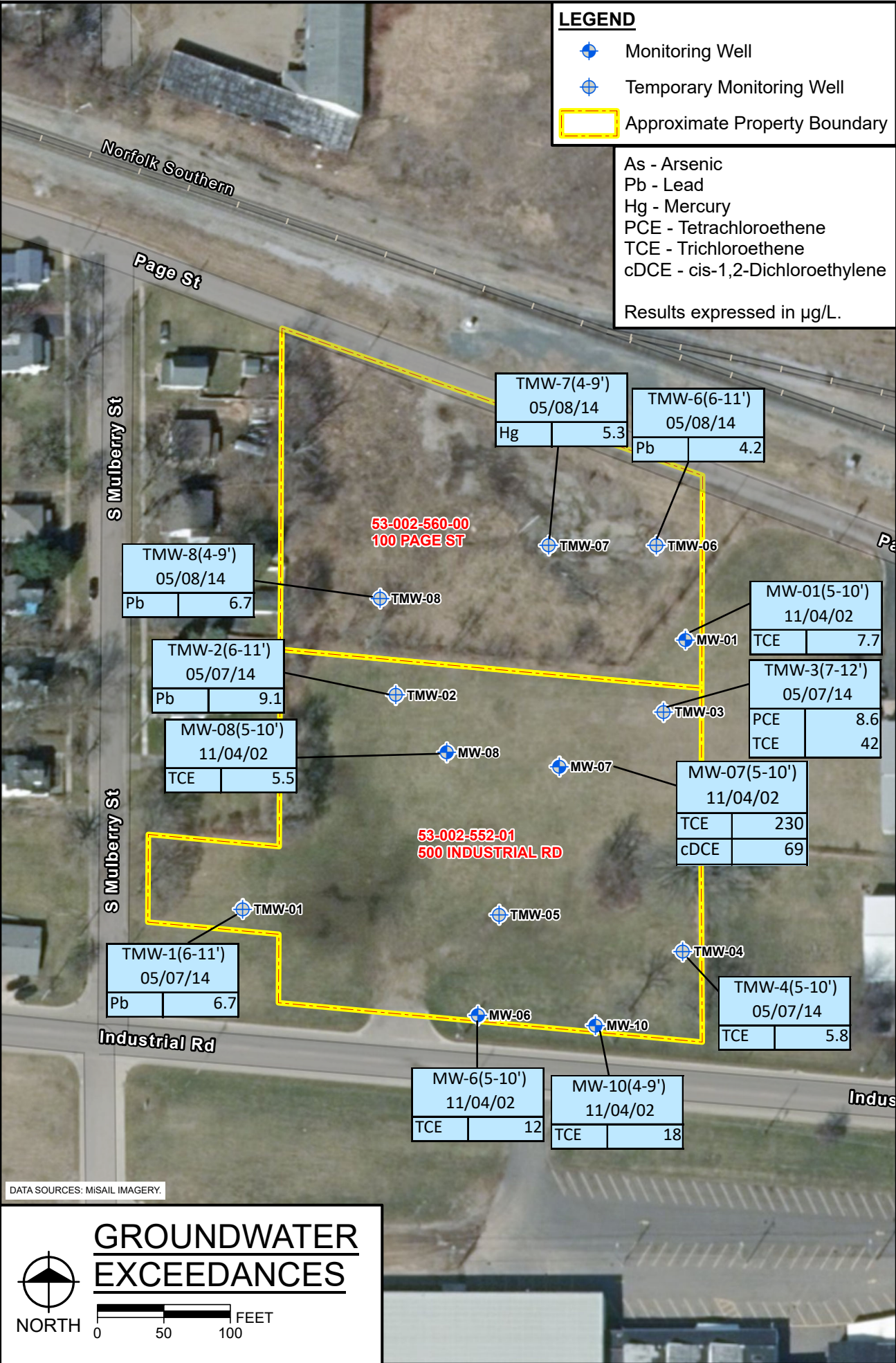
100 Page St & 500 Industrial Rd
Marshall, Michigan

Baseline Environmental Assessment

PROJECT NO.
231250

FIGURE NO.
3

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



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.
4

**CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2025-02**

**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 January 21, 2025, 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 13 of the Act, has reviewed, and recommended for approval by the Marshall City Council, 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 500 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 Marshall City Council have reviewed the Plan, and have 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, the Marshall City Council have noticed and held a public hearing in accordance with Section 14 (1, 2, 3, 4, and 5) of the Act; and

WHEREAS, the City of Marshall Brownfield Redevelopment Authority has passed a resolution supporting the adoption of the Plan; and

WHEREAS, the Marshall City Council have made the following determinations and findings:

1. The Plan constitutes a public purpose under the Act;
2. The Plan meets all of the requirements for a Brownfield plan set forth in Section 13 of the Act;
3. The proposed method of financing the costs of the eligible activities, as described in the Plan, was feasible and the Authority has the ability to arrange the financing;

4. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and
5. The amount of captured taxable value estimated to result from the adoption of the Plan is reasonable; and

WHEREAS, as a result of the review of the Plan the Marshall City Council concur with the approval of the individual Plan.

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

1. **Plan Support.** Pursuant to the authority vested in the Marshall City Council, by the Act, the Plan is hereby supported in the form attached to this Resolution.
2. **Severability.** 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.
3. **Repeals.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Resolution declared adopted this 21st day of January 2025.

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 January 21, 2025 and that the said meeting was conducted and that the minutes of the meeting were kept and will be or have been made available.

Michelle Eubank, City Clerk

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: _____

EXHIBITS:

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

ITEM: 12.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
William Dopp, Finance Director/ City Treasurer
DATE: January 21, 2025
SUBJECT: **2014 BUILDING AUTHORITY BONDS - REDEMPTION
AUTHORIZATION**

In August of 2014, the Marshall Building Authority issued Limited Tax General Obligation Bonds in the amount of \$5,325,000. The purpose of the Bonds was the funding of constructing the City of Marshall Fire Station, the Marshall Regional Law Enforcement Center, and for improvements to City Hall.

As of April 1, 2024, the Bonds have been eligible for redemption (callable), prior to their 2039 maturity date. Staff had been monitoring this date over the years, following a past work session with City Council regarding goals for the Marshall House sale proceeds. One of the top goals was to pay off debt in order to free up General Fund budget dollars.

With the sale of the Marshall House this past October, staff is recommending using approximately \$3,790,000 of proceeds and paying off the Building Authority Bonds early. Doing so will save the City over \$1.15 million in interest charges. It will also make available an additional \$350,000 annually for the General Fund budget.

The City Manager and Finance staff are requesting that City Council allow the Building Authority to proceed with the Bond redemption process.

BUDGET IMPACT:

Proceeds from the sale of the Marshall House will be used to pay off the bonds. A budget amendment will be brought to Council with the 3rd quarter finance update. Paying off the bonds at this time will save the City over \$1.15 million in interest charges. It will also free up approximately \$350,000 in the General Fund each budget cycle.

RECOMMENDATION:

Authorize the Marshall Building Authority to proceed with the 2014 Building Authority Bonds Redemption and authorize the City Manager and City Clerk to sign the necessary documents.

ITEM: 12.B

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marcia Strange, Director of Community Development
DATE: January 21, 2025
SUBJECT: RTAP REIMBURSEMENT GRANT REQUEST

Annually, the Rural Transit Assistance Program offers grants to reimburse eligible transit agencies for training, travel, meal and lodging expenses. The RTAP is available to encourage the development of transit operational skills. Grants are awarded to transit agencies to offset expenses of attending transit related workshops, conferences and seminars.

The Grant amount is \$7,500 for FY 2025 and would have to be used by September 30, 2025, the end of the State of Michigan fiscal year.

BUDGET IMPACT:

The State of Michigan would provide training funds of up to \$7,500 to DART.

RECOMMENDATION:

Approve the submission of a MDOT RTAP Grant Request in the amount of \$7,500 and authorize the City Manager and City Clerk to sign the necessary Rural Transit Assistance Program (RTAP) Third Party Contract FY25 Addendum documents.

**RURAL TRANSIT ASSISTANCE PROGRAM
(RTAP)
THIRD PARTY CONTRACT FY25 ADDENDUM**

THIS AGREEMENT is made and entered into this by _____ and between Michigan Public Transit Association (hereinafter referred to as the AGENCY), and the _____ referred to as the ELIGIBLE-RECIPIENT).

SECTION 1 – DEFINITIONS

PROGRAM	Means the Rural Transit Assistance Program designed primarily for rural transit agencies dispersal of funds for eligible training activities and equipment and/or technical assistance and research activities that promote or benefit rural public transportation.
DEPARTMENT	Means the Michigan Department of Transportation.
OFFICE	Means the Office of Passenger Transportation of Michigan Department of Transportation.
AGENCY	Means the eligible authority, eligible governmental agency, or organization representing the rural transit agencies interests which is receiving funds from the DEPARTMENT under the PROGRAM, (Michigan Public Transit Association).
PROJECT	Means the providing of funds from the Rural Transit Assistance Program (RTAP).
STATE	Means the State of Michigan.
ELIGIBLE-RECIPIENT	Means the organization which will receive funds under this contract.
APPLICATION	Means the AGENCY'S application, submitted in cooperation with the ELIGIBLE RECIPIENT, for funding from this PROGRAM for the period October 1, 2023 to September 30, 2026.

SECTION 2 - PURPOSE

This Contract is made for the purpose of making federal Rural Transit Assistance Program (RTAP) grant funds available to the ELIGIBLE RECIPIENT for the costs of eligible training activities and equipment and/or technical assistance research activities that promote or benefit rural public transportation. Eligible recipients are rural agencies that receive Federal Transit Administration (FTA) Section 5310 or Section 5311 funds, hereinafter referred to as "ELIGIBLE RECIPIENT(S)." The ELIGIBLE RECIPIENT may only be reimbursed for the percentage of eligible expenses equivalent to the percentage of services for which the ELIGIBLE RECIPIENT receives Section 5310 or 5311 funds.

SECTION 3 – FUNDING-ADDENDUM

The AGENCY agrees to disperse RTAP funds to all ELIGIBLE RECIPIENTS in accordance with FTA Circular C9041.1, incorporated herein by reference as if the same were repeated in full herein. The maximum amount of funding provided under this Contract for **Fiscal Year 2025** (October 1, 2024-September 30, 2025) is **\$7,500 (Seven thousand five hundred dollars)** as determined by the Department.

Remaining FY2025 funds will not be carried over to FY2026 and must be used by September 30, 2025.

Funding for Fiscal Years 2026 will be determined by the DEPARTMENT contingent upon continuation of the PROGRAM and continued receipt of federal RTAP funds.

SECTION 4 – ACCOUNTING AND RECORD-KEEPING

The AGENCY, shall provide to the ELIGIBLE-RECIPIENT, the State funds designated for the eligible costs incurred in the performance of this contract within ten (10) working days of the receipt of said funds from the DEPARTMENT.

The ELIGIBLE-RECIPIENT shall maintain books, records, documents, and other accounting records in accordance with the general accepted governmental accounting principles. Said records shall be sufficient to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred in the performance of the identified PROJECT. To facilitate the administration of the PROJECT, separate records shall be established and maintained. The ELIGIBLE-RECIPIENT shall assure that the records to support the expense(s) are established and maintained.

The ELIGIBLE-RECIPIENT is responsible for using the Request Forms (Attachment A) and Travel Vouchers (Attachment B). The ELIGIBLE-RECIPIENT shall review and follow all Travel Rates (Attachment C) and Guidelines (Attachment D) set forth by the DEPARTMENT.

Please visit <https://www.mptaonline.org/rtap-documents> for RTAP forms.

SECTION 5 - MISCELLANEOUS PROVISIONS

- (a) If any provision of this contract is held invalid, the remainder of this contract shall not be affected, if any such remainder continues to the provisions and requirements of applicable law.
- (b) The ELIGIBLE-RECIPIENT shall commence, carry on, and complete the PROJECT in accordance with all applicable laws. Nothing in this contract shall require the ELIGIBLE-RECIPIENT to observe, comply, or do any other things in contravention of any STATE, Local or Federal law.
- (c) None of the funds, materials, property, or services obtained by the AGENCY or the ELIGIBLE-RECIPIENT under this contract shall be used for any partisan political activity, or to further the election or defeat of any activity, or defeat of any candidate for public office.

SECTION 6 - TERM OF CONTRACT

Upon execution, this contract shall cover the period commencing October 1, 2024, and extending through September 30, 2026.

IN WITNESS WHEREOF, the parties hereto have cause for this Contract to be executed.

Michigan Public Transit Association

BY: _____
Pink Cianciolo, Director

Agency

BY: _____
Authorized Signature

Print Name

ITEM: 12.C

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marcia Strange, Director of Community Development
DATE: January 21, 2025
SUBJECT: **DART FISCAL YEAR 2026 OPERATION APPLICATION TO MDOT**

As required by Michigan Public Act 51, Marshall Dial-A-Ride Transit (DART) must submit an annual application to the State of Michigan for financial assistance for transit operations and adopt a Resolution of Intent signifying the City of Marshall's desire to participate in the Comprehensive Transportation Fund (CTF).

The application submitted to the State of Michigan includes the following information:

- Proposed revenues and expenditures for fiscal year 2026: October 1, 2025–September 30, 2026.
- Coordination Plan: This report lists other transit providers in the area and describes the efforts to coordinate transit services.
- Federal & State Certifications: Various certifications are required as a condition of receiving Federal and State funding.
- Local Bus Capital Assistance: Includes an inventory of DART's current fleet and documentation of ADA accessibility.
- Operational Data: This refers to projected ridership figures as well as vehicle miles and hours of service.

For the 2026 State of Michigan fiscal year, Marshall Dial-A-Ride Transit has proposed a preliminary budget as follows:

Revenue

Passenger Fares \$34,158
Taxes Levied (TACC) \$244,748
State Operating Assistance \$152,218
Federal 5311 Operating Funds \$89,571
Misc. \$9,874
Total Revenue \$530,569

Expenses

Salaries and Wages \$262,595
Pension and Post-Employment \$91,768
Benefit
Operating Expenses \$104,233
Fleet Maintenance \$47,527

Depreciation \$57,550
Expenses \$563,673
Eligible Expenses \$505,423
Ineligible: \$57,550 Depreciation
\$700 Association Dues

BUDGET IMPACT:

The Revenue and Expenditure breakdown is identified above. After June 30, 2025, no local DART millage funds will be available and the Transit Authority of Calhoun County (Ride Calhoun) will need to provide the taxies levied component of the budget request to the State of Michigan.

RECOMMENDATION:

Approve Resolution No. 2025-03, A Resolution of Intent to Apply for State Formula Operating Assistance for Fiscal Year 2026 under Act 51 of the Public Acts of 1951, as amended and authorize the City Manager and City Clerk to sign the necessary documents.

FY 2026 RESOLUTION OF INTENT

*The approved resolution of intent to apply for state formula operating assistance for
fiscal year 2026 under Act 51 of the Public Acts of 1951, as amended.*

WHEREAS, pursuant to Act 51 of the Public Acts of 1951, as amended (Act 51), it is necessary for the
Marshall, City of (hereby known as THE APPLICANT)
established under Act 279 to provide a local transportation program for the state fiscal year of 2026 and,
therefore, apply for state financial assistance under provisions of Act 51; and

WHEREAS, it is necessary for the governing body, to name an official representative for all public
transportation matters, who is authorized to provide such information as deemed necessary by the State
Transportation Commission or department for its administration of Act 51; and

WHEREAS, it is necessary to certify that no changes in eligibility documentation have occurred during
the past state fiscal year; and

WHEREAS, the performance indicators have been reviewed and approved by the governing body.

WHEREAS, THE APPLICATION , has reviewed and approved the proposed balance (surplus) budget,
and funding sources of estimated federal funds \$ 92,258 estimated state funds \$ 206,551
estimated local funds \$ 270,492 with total estimated expenses of \$ 569,302

(Note: Local funds include fare box and any other local revenue)

NOW THEREFORE, be it resolved that THE APPLICANT hereby makes its intentions known to provide
public transportation services and to apply for state financial assistance with this annual plan, in accordance
with Act 51; and

HEREBY, appoints Matthew A McKee as the Transportation Coordinator, for all public
transportation matters, who is authorized to provide such information as deemed necessary by the State
Transportation Commission or department for its administration of Act 51 for 2026

I, Michelle Eubank (Name) City Clerk

(Secretary/Clerk) of THE Applicant , having custody of the records and proceedings of THE APPLICANT,
does hereby certify that I have compared this resolution adopted by THE APPLICANT at the meeting of

January 6 , 2025 with the original minutes now on file and of record in the office and that this
resolution is true and correct.

IN TESTIMONY WHEREOF, I have hereunto set my hand
and affixed seal of said , this
day of A.D 20

SIGNATURE

ITEM: 12.D

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marcia Strange, Director of Community Development
Justin Miller, Parks and Recreation Superintendent
DATE: January 21, 2025
SUBJECT: **CONSTRUCTION CONTRACT - ATHLETIC FIELDS EXPANSION/
EATON PARK**

The City issued construction bids for the Athletic Field Expansion - Eaton Park Project. Four bids were received on Tuesday, December 11 at 2:00pm as follows:

Bidder	Base Bid	Alternate A	Alternate B	Alternate C
Precision Construction (PCC Sports)	\$2,166,860.00	\$151,250.42	\$81,606.00	\$94,500.00
AVB Construction LLC	\$2,300,812.00	\$107,333.28	\$129,242.40	\$96,395.78
Parrish Excavating	\$2,197,977.14	\$156,336.80	\$111,494.06	\$81,300.00
Freedom Construction	\$2,121,325.80	\$113,283.51	\$88,190.05	\$77,045.45

The project was bid with the inclusion of alternates in hopes that some additional scope could be included. However, bids for the base bid amount were still above anticipated costs and fundraised dollars. For base bid pricing the project construction includes six pickleball courts, splash pad, restroom, pavilion and parking lot. None of the alternate scope items will be included in the construction scope.

Based on bid results, staff recommends proceeding with a contract with Freedom Construction for the proposed work. Fundraising will continue, however we are asking for this project to be supported with funds allocated from the Special Projects Fund for the required contingency and 10% maintenance fund. If fundraising is successful, the amount that would be required in support from the Special Projects Fund would be reduced accordingly. It is anticipated that construction would commence this spring and the courts would be ready for 2026 summer activities.

BUDGET IMPACT:

Most of the contract will be paid for by fundraised dollars. Because there is a shortfall of fundraising, to reach the total project cost of \$2,597,977.14 the recommendation authorizes the difference to be paid with Special Project Fund dollars in the amount of \$375,000. Any additional fundraised moneys will be used to reduce the amount paid from the Special Projects Fund.

RECOMMENDATION:

Approve a construction contract with Freedom Construction for Athletic Fields Expansion - Eaton Park Project in the amount of \$2,000,817.91 with a contingency of \$200,881.79 and a maintenance fund allocation of \$200,881.79 for a total funded amount of \$2,410,581.49 and authorize the City Manager and City Clerk to sign the necessary documents.

ITEM: 12.E

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
Marcia Strange, Director of Community Development
Joshua Lanker, Chief of Police
DATE: January 21, 2025
SUBJECT: MDOT TRAFFIC CALMING PROJECT - RESOLUTION OF SUPPORT

The Michigan Department of Transportation (MDOT) is planning a traffic calming project for construction in 2025. The project entails asphalt sealing, pedestrian crossing improvements, and restriping of traffic lanes. The project has been reviewed by City staff and supports goals for encouraging slower speeds, enhancing pedestrian safety and improving traffic safety in the downtown corridor.

Public opinion and engagement has been a significant focus for this project as the design was undertaken. In late 2024, City staff presented the project to the Downtown Development Authority at two separate meetings. At the DDA December 2024 meeting, the board voted to support the project pending the results of the public open house scheduled for January 16, 2025. The January 16, 2025 public open house occurred as scheduled from 3:00 - 6:00pm at the City's Public Services Building. Approximately 50 people attended the open house with positive and encouraging feedback on the project. Additionally, City staff presented the project to the Marshall Manufacturer's Association on January 16, 2025 and received overwhelmingly positive comments on the potential project.

BUDGET IMPACT:

The work is funded 100% by MDOT and no local funding participation is required.

RECOMMENDATION:

Approve Resolution No. 2025-06, A Resolution of Support for the Marshall Traffic Calming Project and authorize the City Manager and City Clerk to sign the necessary documents.

**CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2025-6**

**A RESOLUTION OF SUPPORT FOR THE
MARSHALL TRAFFIC CALMING PROJECT**

Minutes of a regular meeting of the Council of the City of Marshall, held on January 21, 2025, at 7:00 PM.

PRESENT:

ABSENT:

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

WHEREAS, the Michigan Department of Transportation's (MDOT) has proposed the Marshall Traffic Calming project which includes converting I-94 Business Loop (Michigan Avenue) from Kalamazoo Avenue to Marshall Avenue, from its existing four-lane configuration to a three-lane configuration with a pavement preservation project of 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 authorizes the Marshall City Manager, Derek N. Perry and City Clerk Michelle Eubank to sign Resolution 2025-6 as well as any supporting documents that include necessary certifications and assurances.

Resolution declared adopted this 21st day of January, 2025.

Michelle Eubank, City Clerk

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

Michelle Eubank, City Clerk



Welcome

Downtown Marshall Traffic Calming Project
Public Open House
Marshall Public Services Building
3 – 6 p.m. Jan 16, 2025

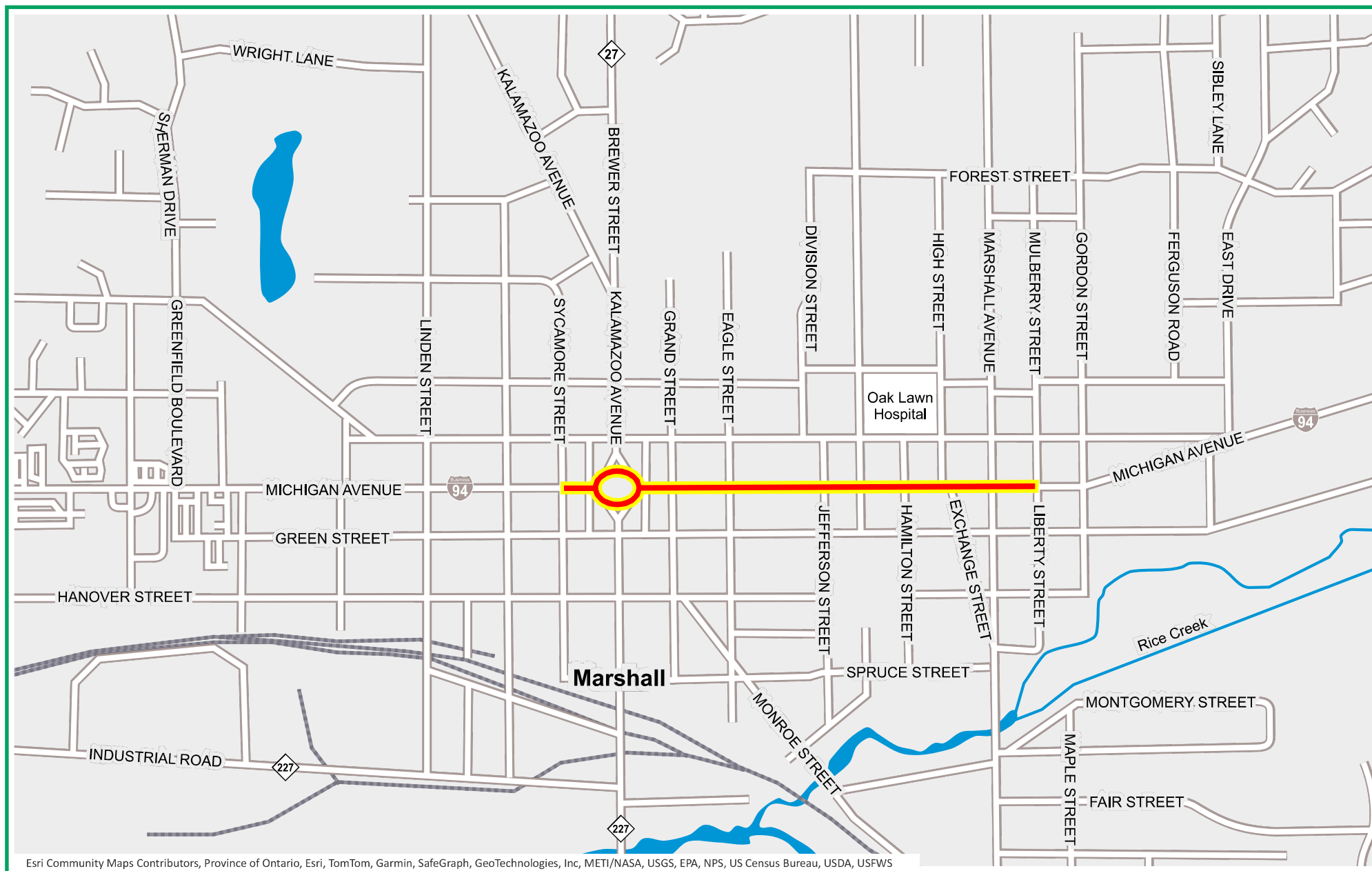
Project Purpose

- ☐ Implement traffic calming measures through downtown Marshall
- ☐ Improve vehicle and pedestrian safety
- ☐ Speed differential reductions
- ☐ Extend pavement life
- ☐ Livability benefits

Proposed Improvement

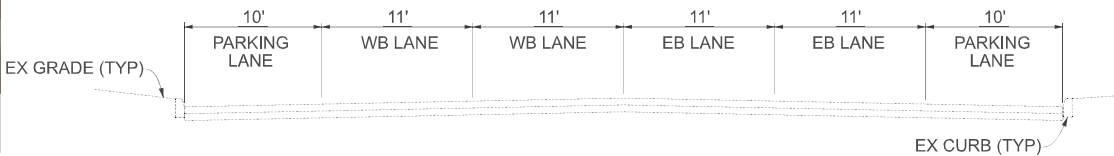
- ☐ Complete pavement surface seal project
- ☐ Construct a mid-block pedestrian crossing between Eagle and Jefferson streets
- ☐ Reconfigure existing lanes to three lanes with a dedicated left-turn lane
- ☐ Create buffer space between active traffic lane and parking spaces
- ☐ Update sidewalk ramps to be compliant with the Americans with Disabilities Act

Project Location

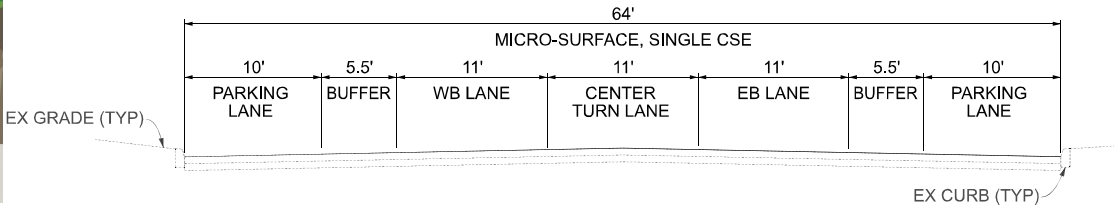


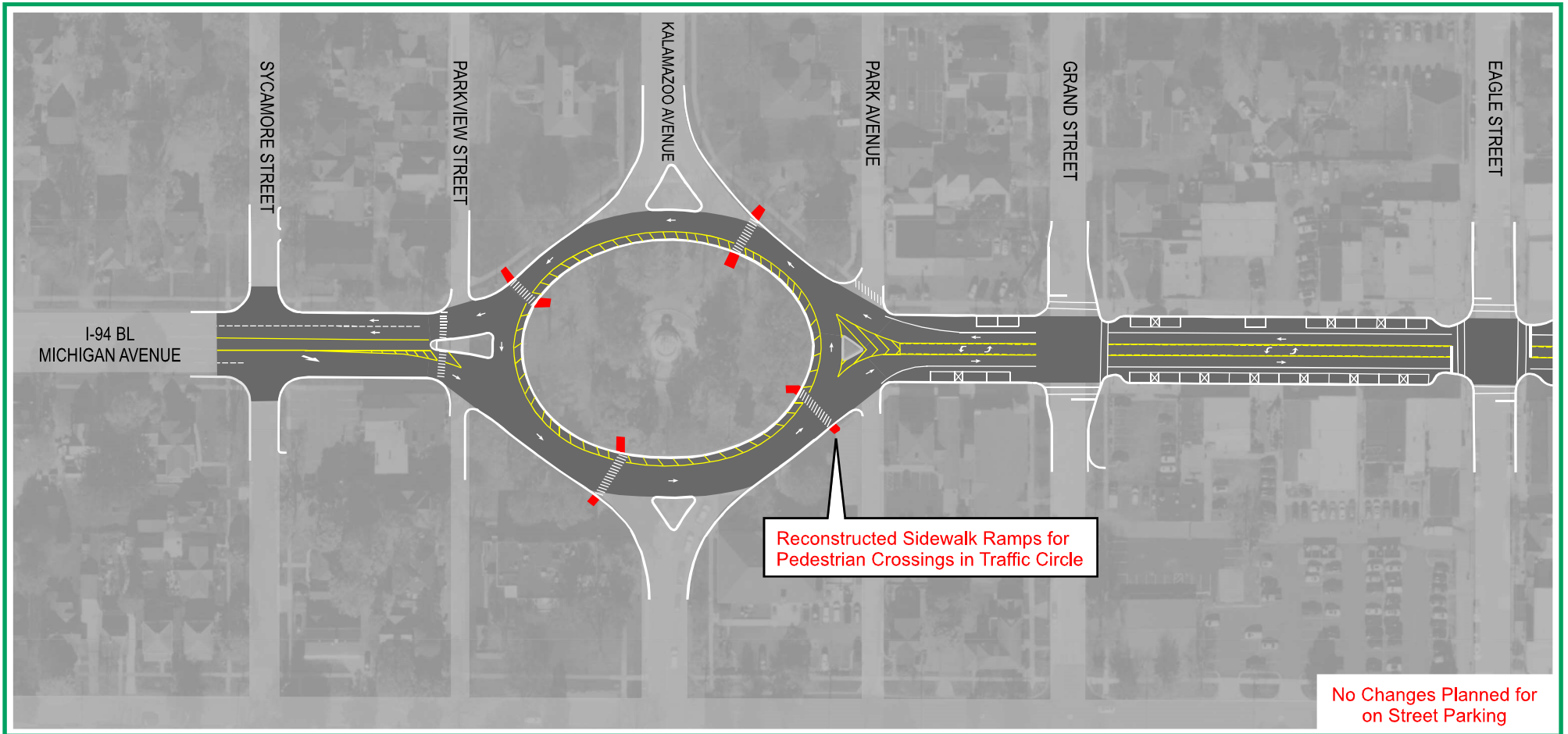


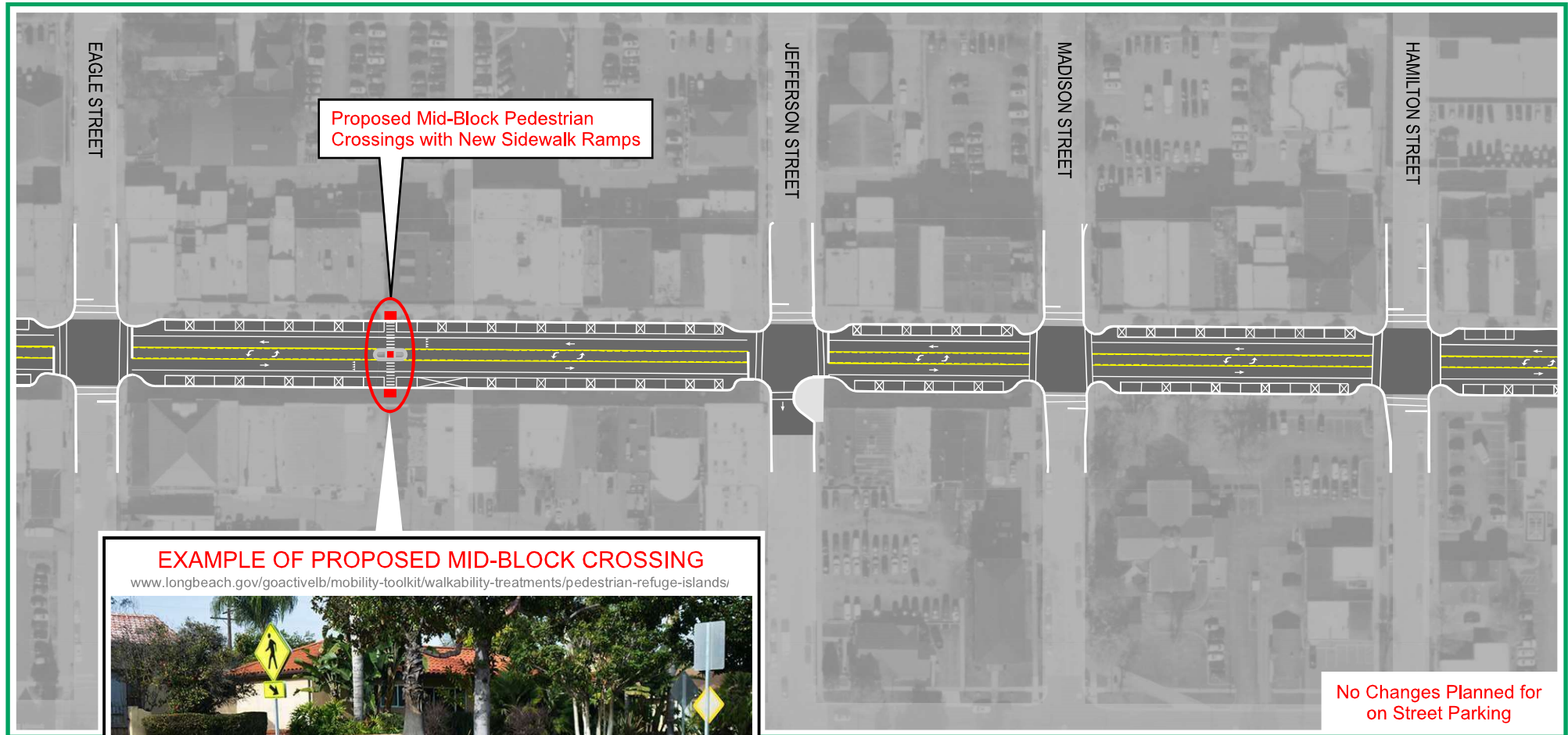
Typical Existing Section

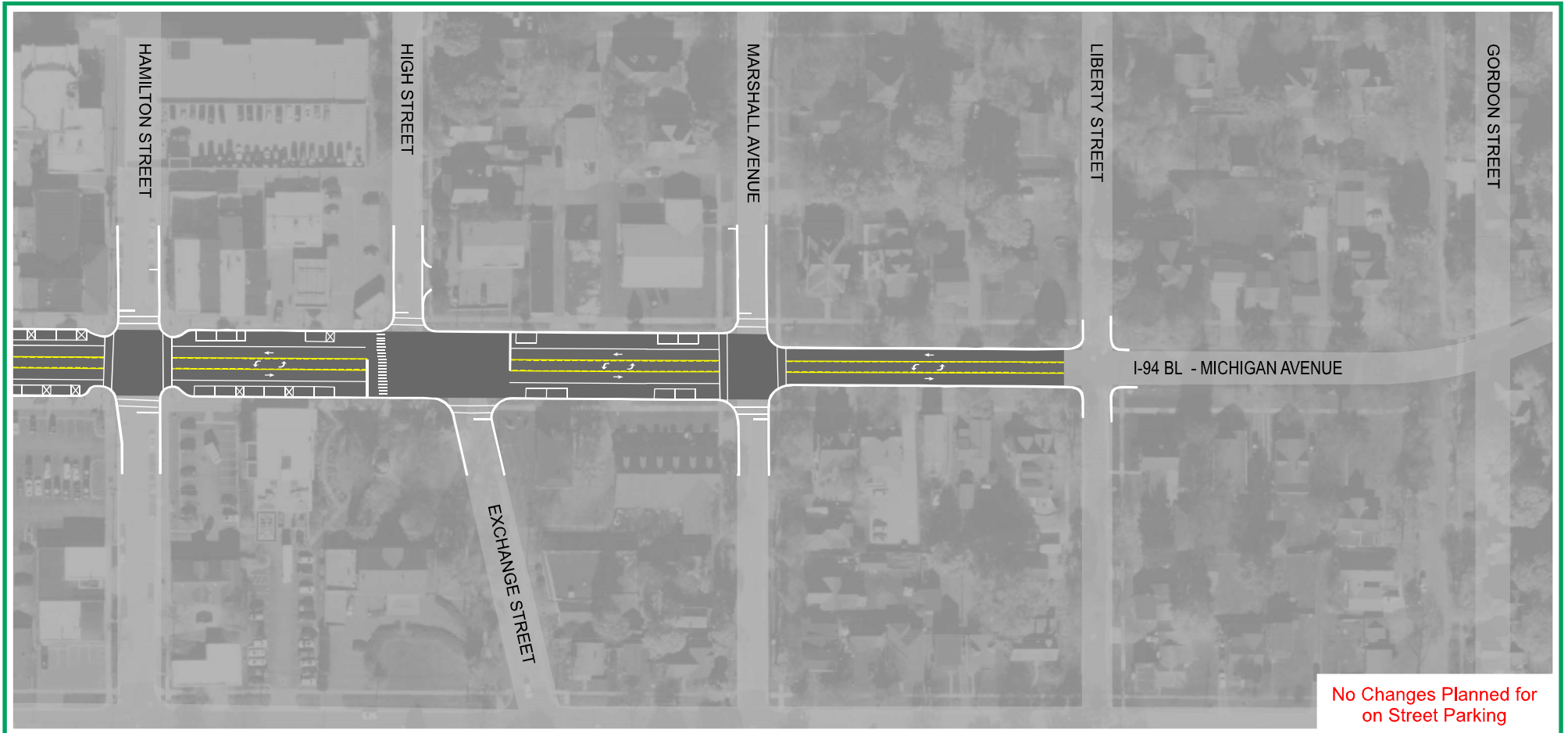


Typical Proposed Section

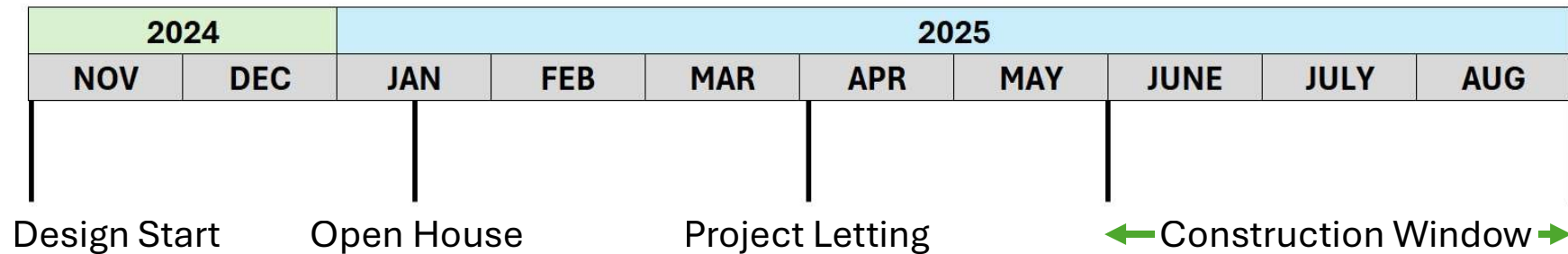








Project Schedule



- Construction will be staged to limited impacts during the day
 - 14 to 21 days to complete sidewalk ramps
 - Three to five nights to complete micro surface and restriping lane lines
- Coordination with other construction projects in the Marshall area

1. Speak with a project representative at tonight's meeting
2. Fill out a comment form at today meeting
3. Contact MDOT Project Manager

David A Neubauer, P.E.

Projects and Contract Administration Engineer

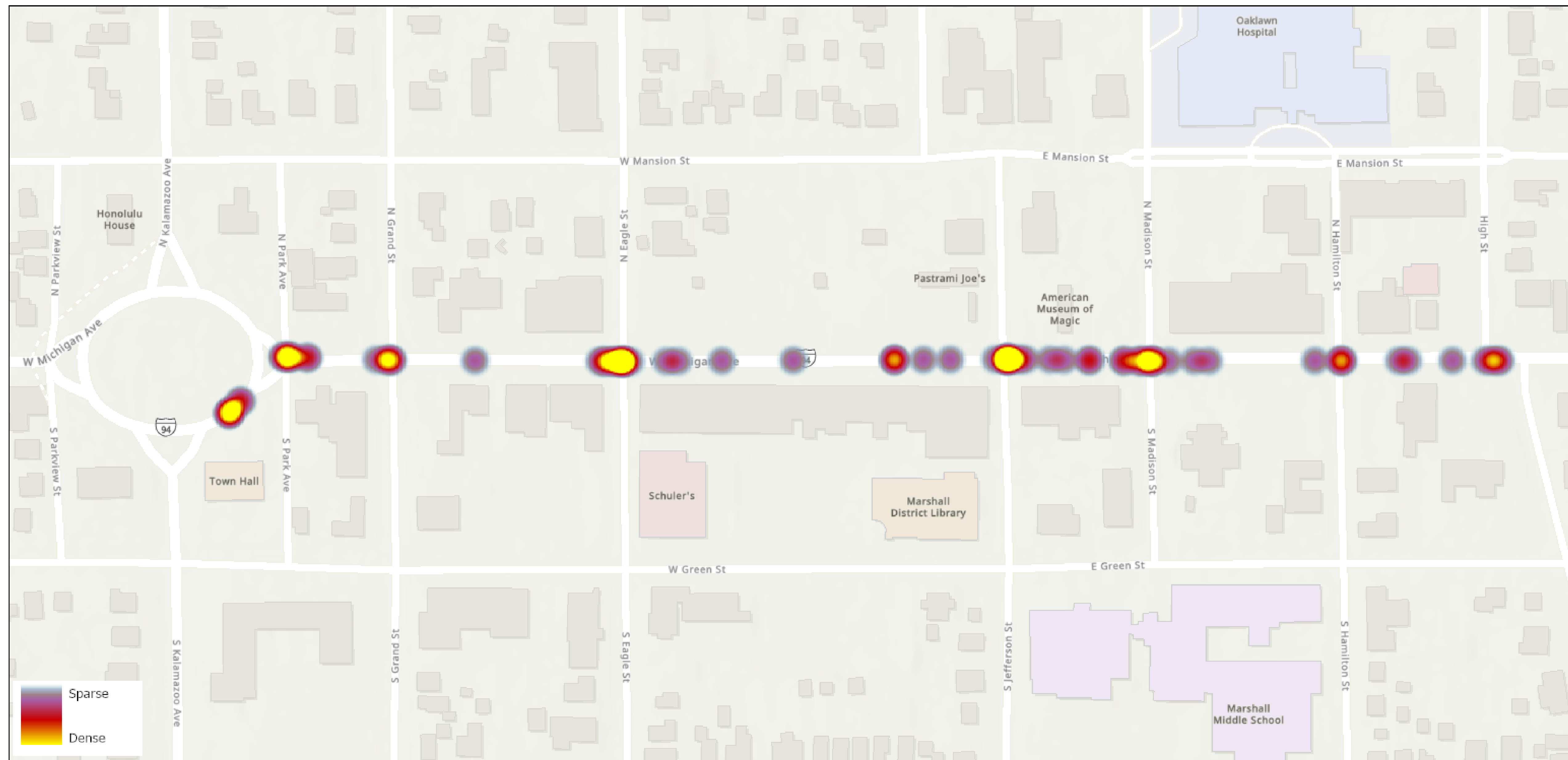
MDOT Marshall Transportation Service Center

Neubauerd1@Michigan.gov

Phone: 269-789-0592

Crashes Occur Frequently in Downtown Marshall

Crash Heat Map, Downtown Marshall (Source: Michigan Traffic Facts)



From 2019 to 2023, 83 crashes occurred along Michigan Avenue between Kalamazoo Avenue and Marshall Avenue. Nine crashes resulted in an injury.

More crashes occurred through downtown than between I-69 and the traffic circle, despite lower traffic volumes and posted speed limits.

Corridor	Traffic Volume	Number of Injury and Fatal Crashes	Injury Crash Rate	Fatal Crash Rate
Michigan Avenue from Kalamazoo Avenue to Marshall Avenue	11,100	9	96.0	0.0
Michigan Avenue from Marshall Lanes to Sycamore Street	14,900	8	33.0	4.7
I-94 from I-69 to Partello Road	35,000	16	7.0	0.0
Green Street from Kalamazoo Avenue to Marshall Avenue	1,500	0	0.0	0.0



ITEM: 12.F

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
DATE: January 21, 2025
SUBJECT: **CONSTRUCTION CONTRACT - COSMOPOLITAN AVENUE
WATERMAIN LINING**

The City received bids on January 9, 2025 for watermain lining of 6-inch cast iron pipe between Cosmopolitan Avenue and North Madison Streets. One bid was submitted by Fer-Pal Construction USA, LLC in the amount of \$131,745.00.

The lining project is the first phase of the work for Cosmopolitan Avenue to improve water quality in the area. The existing main is cast iron from the 1950s and the interior of the pipe is degrading which causes build up of rust debris and staining of appliances for local residents. The second phase of the project, watermain replacement, has started in engineering design and will be bid for construction this coming Spring for completion this summer.

This project was identified during the fiscal year 2024 budget process as a critical capital project for this year due to the water quality impact on local residents. The image below showcases the improvements planned for Cosmopolitan Avenue.



BUDGET IMPACT:

\$145,000 will be funded from the Water Department Capital Outlay Line 591-900-970.00

RECOMMENDATION:

Approve the Cosmopolitan Avenue Watermain Lining Contract in the amount of \$131,745.00 with a contingency of \$13,255 for a total project funded amount of \$145,000 and authorize the City Manager and City Clerk to sign the necessary documents.

ITEM: 13.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Scott Wolfersberger, Mayor
Derek N. Perry, City Manager
DATE: January 21, 2025
SUBJECT: **PLANNING COMMISSION APPOINTMENT**

The City Planning Commission is authorized under Public Act 33 of 2008, the Michigan Planning Enabling Act. The Chief elected official shall appoint members of the Planning Commission, subject to approval by a majority vote of the members of the legislative body elected and serving. The Planning Commission is governed by a board consisting of 9 members, and they are appointed for 3-year terms.

Members of the Planning Commission also sit on the Joint Planning Commission (JPC) when it is necessary to convene the JPC for planning and zoning business with Marshall Township.

Current Planning Commission members include: Tim Banfield, Carter Bright, Timothy Fitzgerald, Aron Hodo, Chris Longyear, Lisa McNiff, Ian Stewart and Jim Zuck.

We are recommending that Karl Sievertsen being appointed to fill the 9th seat left vacant when Julie Burke-Smith did not seek another term on the Planning Commission.

BUDGET IMPACT:

Members of the Planning Commission serve without compensation.

RECOMMENDATION:

Approve the appointment of Karl Sievertsen to the Planning Commission for a term ending on December 31, 2027.



CITY OF MARSHALL BOARDS & COMMISSIONS APPLICATION

Your interest and willingness to serve the City of Marshall is appreciated. The purpose of this application is to provide the Mayor and Council with basic reference data and information pertaining to residents being considered for appointment to a City board or commission. The information supplied on this form will be available for the Mayor and Council and may be used for their deliberation concerning such appointments.

Date 1/7/25

Applicant Name KARL SIEVERTSEN

Address _____

Home Phone _____

Work Phone _____

NA

E-Mail Address _____

How long have you lived in the City of Marshall? 22 years

Education Masters - Mechanical Engineering

Community Experience and Affiliations: _____

Prior - United Way ; Rotary

VP of Engineering at Eaton - currently retired

Please specify the Board/Committee sought: Planning Commission

Why would you like to serve in this capacity? Include experience or expertise relevant to board or committee for which you are applying.

I'm excited about the future of the city
and how we can maintain our historic
core while growing and creating new
opportunities.

In my global role at Eaton Corporation, I
planned many expansion projects.

Can you commit to attend all meeting: Yes or No

Please feel free to attach a resume, brief bio, hobbies, former committee work, etc.

www.linkedin.com/in/Karl-Sievertsen-46a3877