

CITY COUNCIL AGENDA

Regular Meeting

February 18, 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**
Work Session- February 3, 2025
Regular Session - February 3, 2025
 - B. **City Bills**

Purchases 1/31/2025	\$187,882.33
Purchases 2/7/2025	\$496,373.57
TOTAL	\$684,255.90
 - C. **SCHOOL ELECTION AGREEMENTS**
- 8) **PRESENTATIONS AND RECOGNITIONS**
 - A. **NEW POLICE OFFICER PRESENTATION AND RECOGNITION
OFFICER KYLEE DICKINSON AND OFFICER DRAKE THOMPSON**
- 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. **ENGINEERING SERVICES AGREEMENT - PUBLIC SERVICES BUILDING
HEATING/LIGHTING IMPROVEMENTS**
 - B. **INTERCONNECTION FACILITIES AGREEMENT - METC**
 - C. **DNR TRUST FUND GRANT SUBMITTAL - RIVERWALK**
 - D. **CRONIN FOUNDATION GRANT SUBMITTAL - SKATE PARK**

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

- E. CONSTRUCTION INSPECTION SERVICES AGREEMENT - VERONA AND WEST DRIVE**

13) APPOINTMENTS / ELECTIONS

- A. BUILDING OFFICIAL APPOINTMENT**
- B. MARSHALL DISTRICT LIBRARY BOARD REPRESENTATIVE APPOINTMENT**
- C. BROOKS NATURE AREA ADVISORY BOARD APPOINTMENT**
- D. AIRPORT BOARD APPOINTMENT**
- E. SOUTH NEIGHBORHOOD IMPROVEMENT AUTHORITY 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

February 3, 2025

Work Session - 6:00 PM

1) CALL TO ORDER

IN A WORK SESSION held on Monday, February 3, 2025 at 6:00 PM in the Training Room of City Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Wolfersberger.

2) ROLL CALL

Roll was called:

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

Also Present: Manager Perry and Clerk Eubank

Absent: None

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

None

4) DISCUSSION ITEMS

A. CITY COUNCIL CANDIDATE INTRODUCTIONS AND PRESENTATIONS - WARD 1 & 5

Candidates for the vacancies in Ward 1 and Ward 5 were introduced and answered questions from council.

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

None

6) ADJOURNMENT

The meeting was adjourned at 6:40 pm.

Respectfully submitted by,

Michelle Eubank
City Clerk

CITY COUNCIL MINUTES

February 3, 2025

Regular Meeting - 7:00 PM

1) CALL TO ORDER

IN A REGULAR SESSION held on Monday, February 3, 2025 at 7:00 PM in the Council Chambers of City Hall, 323 West Michigan Ave, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Wolfersberger.

2) ROLL CALL

Roll was called:

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

Also Present: Manager Perry and Clerk Eubank

Absent: None

3) INVOCATION

Rev. David Moran of Christ Lutheran lead the invocation.

4) PLEDGE OF ALLEGIANCE

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

Moved by Jacob Gates, supported by Ryan Traver 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 and Regis Klingler of 348 Butler Ct gave public comment.

7) CONSENT AGENDA

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

Ayes: Theresa Chaney-Huggett, Jacob Gates, James Hackworth, Ryan Traver, Scott Wolfersberger

Nays: None

Abstain: None

Motion carried.

A. City Council Minutes

Regular Session - January 21, 2025

B. City Bills

Purchases 1/17/2025

\$29,421.55

Purchases 1/21/2025

\$10,909.87

Purchases 1/24/2025
TOTAL

\$1,057,732.79
\$1,098,064.21

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. BRIGHT BIRD BARRACKS - CHARITABLE GAMING LICENSE

Moved by Jacob Gates, supported by James Hackworth to Approve Resolution No. 2025-07, the Local Governing Body Resolution for Charitable Gaming Licenses as required by MCL.432.103(k)(ii) for the Bright Bird Barrack DBA Camp Bright Bird organization. On a roll call vote:

Ayes: Jacob Gates, James Hackworth, Ryan Traver, Scott Wolfersberger, Theresa Chaney-Huggett

Nays: None

Abstain: None

Motion carried.

13) APPOINTMENTS / ELECTIONS

A. CITY COUNCIL APPOINTMENT - WARD 1

Moved by Ryan Traver, supported by Jacob Gates to appoint Ryan Underhill to fill the City Council Ward 1 vacancy with a term ending December 31, 2026. On a voice vote: **Motion carried.**

B. CITY COUNCIL APPOINTMENT - WARD 5

Moved by Jacob Gates, supported by James Hackworth to appoint Andrew Scibbe to fill the City Council Ward 5 vacancy with a term expiring December 31, 2026 On a voice vote: **Motion carried.**

C. MARSHALL AREA FIRE FIGHTERS AMBULANCE AUTHORITY BOARD APPOINTMENT

Moved by Ryan Traver, supported by Jacob Gates to Approve the appointment of Andrew Scibbe to serve as the City of Marshall representative on the MAFFAA Board of Directors. On a voice vote: **Motion carried.**

D. PLANNING COMMISSION EX OFFICIO APPOINTMENT

Moved by Jacob Gates, supported by Theresa Chaney-Huggett to Approve the appointment of City Council Member Ryan Underhill as its ex officio member to the

Planning Commission for the duration of their City Council term of office. On a voice vote: **Motion carried.**

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

Barry Wayne Adams of 622 W Green St and Regis Klingler of 348 Butler Ct gave public comment.

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

The meeting was adjourned at 7:24 pm.

Respectfully submitted by,

Michelle Eubank
City Clerk

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 01/31/2025 - 01/31/2025
JOURNALIZED
PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
38368373	APPLIED CAPITAL, LLC	CONTRACT NO. 132-1753516-000 MRLEC COPIE		117.52
2720522	APPLIED INNOVATION	ACCT NO. LAG783-007 MRLEC COPIER SERVICE		88.70
01282025	ASHBY, RON	ARTICLE 40 SECTION 1: MEALS 1/16/25, 1/2		30.00
16674	BUD'S TOWING & AUTOMOT	DART BUS INSPECTION & OIL CHANGE 12/13/2		98.35
16685	BUD'S TOWING & AUTOMOT	DART BUS INSPECTION & OIL CHANGE 12/16/2		100.14
16692	BUD'S TOWING & AUTOMOT	DART BUS INSPECTION & OIL CHANGE 12/17/2		106.03
10 - CAHILL	CARTER CONSULTING, LLC	CAHILL PAYMENT REQUEST - ADMIN #10		1,218.75
768726	CHR SOLUTIONS	FIBERNET MANAGED IT SERVICES SEPTEMBER 2 2025.055		5,100.00
768934	CHR SOLUTIONS	FIBERNET MANAGED IT SERVICES OCTOBER 20 2025.055		5,100.00
769236	CHR SOLUTIONS	FIBERNET MANAGED IT SERVICES NOVEMBER 20 2025.055		5,100.00
769546	CHR SOLUTIONS	FIBERNET MANAGED IT SERVICES DECEMBER 20 2025.055		5,100.00
01272025	EGNATUK, ALEC	LODGING REIMBURSEMENT FOR MWEA WASTEWATE		255.60
157044608	EVERON, LLC	MRLEC ACCESS CONTROL UPDATES - PROJECT O 2025.007		1,847.89
157464776	EVERON, LLC	MRLEC ACCESS CONTROL UPDATES 2025.007		1,167.16
11099	FUG, INC./MARSHALL CUS	SCREEN PRINTING ON SAFETY TEES		162.00
01242025	FULLER, MIKE	REIMBURSEMENT FOR CDL LICENSE RENEWAL		25.00
01282025	HEATH, MIRANDA	ARTICLE 40 SECTION 1: MEALS 1/16/25, 1/2		20.00
182374	IMPACT SOLUTIONS	NAME PLATES FOR UTILITY LOCATOR		48.65
01282025	LETTS, ANDREW	ARTICLE 40 SECTION 1: MEALS 1/16/25, 1/2		20.00
INVPR11245850	LEXIPOL, LLC	POLICEONE ACADEMY ANNUAL USER FEE 1/1/25		1,588.80
23-039 - 18	MCKENNA	BUILDING INSPECTION CONTRACT FOR FORD NO 2025.078		106,944.44
17	MCSA GROUP, INC.	SERVICES FOR EATON PARK DESIGN OCTOBER 2 2025.182		19,138.50
230185934	PARTY TIME EVENTS LLC	2025 BLUES FEST TABLES/TENTS/CHAIRS RENT		4,410.00
01272025	PEHRSON, KORY	BOOT ALLOWANCE - PEHRSON / UNIFORMS & CD		457.58
01242025	PEHRSON, KORY	UNIFORMS - PEHRSON		307.29
00201273	PROGRESSIVE AE, INC.	MASTER PLAN AND OTHER PLANNING DOCUMENTS 2024.313		2,898.40
00201465	PROGRESSIVE AE, INC.	SITE PLAN AND STORM SERVICES FOR BOBP TH 2024.285		2,868.75
96186914	SAFETY-KLEEN SYSTEMS,	16G PARTS WASHER SOLVENT		216.47
01312025	SERITA'S BLACK ROSE LL	2025 BLUES FEST BAND DEPOSIT - SERITA'S		700.00
01282025	SERVICE PROFESSOR	CANCELLED PERMITS PE24-118 & PM24-145 LE		185.00
252	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 1/20/25 - 1/26/2 2025.173		4,060.00
01232025	TRI-STATE HOLDINGS	PROPERTY TAX REFUND - DUPLICATE PAYMENT		115.27
01312025	VOEGELI, JIMMY	2025 BLUES FEST BAND DEPOSIT - THE JIMMY		2,000.00
6078	WASHTENAW COMMUNITY CO	CERTIFIED FIBER OPTIC TECHNICIAN TRAININ 2025.198		6,194.00
102119629	WEX BANK	ACCT NO. 0470-00-462076-1 FUEL PURCHASES		8,217.09
01282025	WISE, JOSHUA	ARTICLE 40 SECTION 1: MEALS 1/16/25, 1/2		70.00
01282025	WISE, TIM	ARTICLE 40 SECTION 1: MEALS 1/24/25 (MUT		50.00
6733044	XEROX FINANCIAL SERVIC	CUST NO. 69580 XEROX LEASE 1/4/25 - 2/3/		1,754.95
GRAND TOTAL:				187,882.33

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 02/07/2025 - 02/07/2025
JOURNALIZED
PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
1XWG-VVTI-DY4K	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 CABLE REEL		84.27
1XC9-HH3L-RFC6	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2 BASKETBALLS		85.68
02052025	CALHOUN CO. MUNICIPAL	(2025 MEMBERSHIP DUES		45.00
02052025	CALHOUN COUNTY TREASUR	2024 WINTER AD VALOREM DIST #4		1,370.29
02042025	CALHOUN INTERMEDIATE S	2024 WINTER AD VALOREM DIST #4		112,329.21
02012025	CB HALL ELECTRIC COMP	INSPECTION SERVICES 1/1/25 - 1/31/25		1,800.00
CLERK-2025-0000003	CITY OF BATTLE CREEK	2024 ELECTION EXPENSE		22.65
02/06/2025	DUNKER, STEPHEN	UB refund for account: 801680008		190.35
02052025	EGNATUK, ALEC	TRAVEL REIMBURSEMENT FOR MWEA/AWWA JOINT		49.32
I134625	ERIC DALE HEATING & AI	SERVICE CALL AT PSB FOR NO HEAT 12/27/24		1,044.00
24-12219	GARAGE DOORS UNLIMITED	SERVICE CALL AT PSB FOR BACK WEST DOOR		275.00
INV-001188	HYPERION SOLUTIONS GRO	FIBERNET NETWORK ENGINEERING SERVICES	2025.003	5,569.12
02/06/2025	KC HOLDING CORP	UB refund for account: 2805040004		187.17
02042025	KELLOGG COMMUNITY COLL	2024 WINTER AD VALOREM DIST #4		750.72
02042025	MARSHALL AREA FIRE FIG	2024 WINTER AD VALOREM DIST #4		4,353.48
01102025CR	MARSHALL COMMUNITY CRE	CREDIT CARD - CHRISTY RAMEY 0075		207.72
01102025COM	MARSHALL COMMUNITY CRE	CREDIT CARD - CITY OF MARSHALL 0668		512.85
01102025DP	MARSHALL COMMUNITY CRE	CREDIT CARD - DEREK PERRY 0601		502.00
01102025JL	MARSHALL COMMUNITY CRE	CREDIT CARD - JOSHUA LANKERD 0577		334.00
01102025JM	MARSHALL COMMUNITY CRE	CREDIT CARD - JUSTIN MILLER 0593		1,108.72
01102025KA	MARSHALL COMMUNITY CRE	CREDIT CARD - KRISTOPHER AMBROSE 0635		979.00
01102025MD	MARSHALL COMMUNITY CRE	CREDIT CARD - MARGUERITE DAVENPORT 0018		114.85
01102025MF	MARSHALL COMMUNITY CRE	CREDIT CARD - MARSHALL FIBERNET 0569		224.02
01102025ME	MARSHALL COMMUNITY CRE	CREDIT CARD - MARTIN ERSKINE 0551		127.13
02042025	MARSHALL PUBLIC SCHOOL	2024 WINTER AD VALOREM DIST #4		325,963.69
19	MCSA GROUP, INC.	SERVICES FOR EATON PARK DESIGN DECEMBER		2,828.50
R105021278:01	MIDWEST TRANSIT EQUIPM	REPAIR TO VEHICLE #328	2025.199	3,888.26
20250266	MISS DIG SYSTEM INC	2025 MEMBERSHIP FEE/MAINTENANCE FOR STAT	2025.209	3,655.45
200008806	MPARKS - MICHIGAN REC	2025 GRAND EXPERIENCE DEPOSIT		250.00
93976111	NORFOLK SOUTHERN RAILW	2025 MAINTENANCE/OP OF FLASHERS AT LINDE		750.00
129859	O'LEARY WATER CONDITIO	FIRE DEPT BOTTLED WATER DELIVERY 11/11,		38.50
01312025	PERRY, DEREK	TRAVEL REIMBURSEMENT FOR MME WINTER CONF		147.06
164	POTTERVILLE SAWMILL LL	8X12 SHED W/ DELIVERY FOR BROOKS NATURE		2,850.00
01062025	SCHULER'S RESTAURANT	DDA FACADE GRANT PROGRAM		5,000.00
46787	SONAR SOFTWARE	FIBERNET CUSTOMER MANAGEMENT SOFTWARE FE	2025.106	2,160.19
02042025	TACC	2024 WINTER AD VALOREM DIST #4		1,104.53
2404	THE WOODHILL GROUP, LL	FINANCE & ACCOUNTING SERVICES DECEMBER 2		2,706.25
BC-PSINV033181	THERMALNETICS, INC.	3 YEAR HVAC SERVICE AGREEMENT (YEAR 2) J	2025.016	1,040.58
BC-PSINV034129	THERMALNETICS, INC.	3 YEAR HVAC SERVICE AGREEMENT (YEAR 2) F	2025.016	1,040.58
253	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 1/27/25 - 2/2/25	2025.173	5,220.00
02072025	V & V ASSESSING LLC	ASSESSING SERVICES 2/1/25 - 2/28/25	2025.001	5,200.00
02/06/2025	WALTERS, MATTHEW	UB refund for account: 1401490026		1.69
02/06/2025	WILKERSON, JEREMY	UB refund for account: 1900930049		40.43
02/06/2025	WINTERS, FREDRICK	UB refund for account: 3205240034		32.71
01242025	WOW! BUSINESS	ACCT NO. 013934621 DPW		48.15
01292025	WOW! BUSINESS	ACCT NO. 014226414 FIRE STATION		140.45
GRAND TOTAL:				496,373.57

ITEM: 7.C

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Michelle Eubank, City Clerk
DATE: February 18, 2025
SUBJECT: **SCHOOL ELECTION AGREEMENTS**

The City of Marshall provides election services to three school districts: Kellogg Community College, Calhoun Intermediate School District, and Marshall Public Schools. Every 4 years, the school districts and the local election officials must renew their election coordinating agreements. The agreements state which parties will fulfill which responsibilities for the election.

BUDGET IMPACT:

Schools are required to pay for any additional expenses that school board elections cost the City of Marshall. The only non-reimbursable expense is the Clerks time which is salary.

RECOMMENDATION:

Approve the school election agreements between the City of Marshall and Kellogg Community College, Calhoun Intermediate School District, and Marshall Public Schools, and authorize the City Manager and City Clerk to sign the necessary documents.

KELLOGG COMMUNITY COLLEGE

ELECTION COORDINATING COMMITTEE

2025-2028

REPORT AND AGREEMENT TO THE SECRETARY OF STATE FOR THE CONDUCT OF SCHOOL DISTRICT ELECTIONS. MCL 168.305 (2)

Date of Election Coordinating Committee Meeting: February 18th, 2025

School District: Kellogg Community College

School Board Member Terms:

- 7 Members – 6 Year terms
 - 3 Members (2026)
 - 2 Members (2028)
 - 2 Members (2030)

The School Board of Education Elections will be held the first Tuesday after the first Monday in November of even-numbered years. Each School Board member's term of office commences on January 1st immediately following the election. MCL 168.305

This agreement contains arrangements for conducting any other special school district elections that may be held.

Jurisdictions in the School District:

- Assyria and Johnstown Townships in Barry County
- Batavia, Butler, Girard, Matteson, Sherwood and Union Townships in Branch County
- Albion, Battle Creek, Marshall and Springfield Cities, Bedford, Emmett and Pennfield Charter Townships, Albion, Athens, Burlington, Clarence, Clarendon, Convis, Fredonia Homer, Lee, Leroy, Marengo, Marshall, Newton, Sheridan and Tekonsha Townships in Calhoun County
- Litchfield Township in Hillsdale County
- Wakeshma Township in Kalamazoo County
- Leonidas Township in St. Joseph County

Election Coordinator: Kimberly A. Hinkley, Calhoun County Clerk

School Board Secretary: Patrick O'Donnell

Election Coordinating Committee Members:

- Kellogg Community College School Board Secretary
- Barry County*
 - Barry County Clerk
 - Assyria Township Clerk
 - Johnstown Township Clerk
- Branch County*
 - Branch County Clerk
 - Batavia Township Clerk
 - Butler Township Clerk
 - Girard Township Clerk
 - Matteson Township Clerk
 - Sherwood Township Clerk
 - Union Township Clerk
- Calhoun County
 - Calhoun County Clerk
 - Albion City Clerk
 - Battle Creek City Clerk
 - Marshall City Clerk
 - Springfield City Clerk
 - Albion Township Clerk
 - Athens Township Clerk
 - Bedford Charter Township Clerk
 - Burlington Township Clerk
 - Clarence Township Clerk
- Clarendon Township Clerk
- Convis Township Clerk
- Eckford Township Clerk
- Emmett Charter Township Clerk
- Fredonia Township Clerk
- Homer Township Clerk
- Lee Township Clerk
- Leroy Township Clerk
- Marengo Township Clerk
- Marshall Township Clerk
- Newton Township Clerk
- Sheridan Township Clerk
- Tekonsha Township Clerk
- Hillsdale County*
 - Hillsdale County Clerk
 - Litchfield Township Clerk
- Kalamazoo County*
 - Kalamazoo County Clerk
 - Wakeshma Township Clerk
- St. Joseph County*
 - St. Joseph County Clerk
 - Leonidas Township Clerk

Opt-In Jurisdictions:	Calhoun County Jurisdictions
Opt-Out Jurisdictions:	Any Jurisdictions listed above with an (*)

The Kellogg Community College Election Coordinating Committee agree to share the following duties and responsibilities for conducting elections in Kellogg Community College for a 4-Year period expiring December 31, 2028, or until an altered report is filed.

Election Coordinator Duties:

- Serve as the district's filing official and accepts candidate filings, checks petitions for sufficiency, accepts candidate withdrawals and certifies candidates. MCL 168.301, 303
- Post a list of candidates filing for the Kellogg Community College on the county clerk's web site: calhouncountymi.gov/elections.

- Receive requests from the Kellogg Community College for special elections / initiative petitions pursuant to section 168.641(4). MCL 168.301, 168.312, 168.641
- Receive special election resolutions and ballot proposal language adopted by the district's board, and post to the county clerk's web site: calhouncountymi.gov/elections. MCL 168.301
- The Calhoun County Election Commission may adopt a resolution to consolidate the precincts 60 days prior to the election. MCL 168.659
- Enter office, candidate and/or proposal language into the Ballot Administration portion of the Qualified Voter File (QVF).
- Forward names of candidates and ballot language to the neighboring County and Local Clerks involved, not less than 82 days before the election. MCL 168.312
- The County Election Commission, unless delegated to the Office of the County Clerk, shall proof-read ballots and forward by first class mail a proof copy of the official ballot to each proposal committee and candidate whose name appears on the ballot; and by email to local clerks and school district.
- Provide ballot layout information to vendors, proof and order ballots.
- Arrange for programming, coding and initial testing of voting equipment software.
- Order necessary absent voter and precinct supplies and/or kits as requested by city/township clerks.
- Publish a joint Notice of Registration in a newspaper of general circulation in the city/townships listed in the notice. MCL 168.498(3)
- Publish a joint Notice of Election in a newspaper of general circulation in the city/townships listed in the notice. MCL 168.653a(2)
- Assist with questions and/or problems that may arise on Election Day.
- Coordinate and post Unofficial Election Results on Election Night.
- Present election results to the Board of Canvassers for the official canvass and certification of the school election. MCL 168.307
- Maintain a certified record of the Board of Canvassers Official election results and provide certified copies to each school district superintendent; and to each County Treasurer affected by a millage question. The School District Superintendent is responsible for sending copies of the certified results to each city/township clerk.
- Immediately after the certification of election, notify elected candidates by providing a certificate of election. MCL 168.308
- Prepare and present to the School District a verified account of actual costs of ballot preparation, supplies, canvass expenses and any other costs associated with conducting the School District's regular or special election not later than 84 days after the date of the regular or special election. MCL 168.315

- All other duties required of an Election Coordinator in conducting the school election as prescribed by law.

“Out-County” County Clerk Duties:

- If an “Out County” Clerk is opting to conduct elections “Opting In” for any reason the County Clerk of that County will be responsible for the following Items:
 - Provide ballot layout information to vendors, proof and order ballots.
 - Arrange for programming, coding and initial testing of voting equipment software.
 - Order necessary absent voter and precinct supplies and/or kits as requested by city/township Clerks.
 - Publish Notice of Registration in a newspaper of general circulation in the city/townships listed in the notice. MCL 168.498
 - Publish Notice of Election in a newspaper of general circulation in the city/townships listed in the notice. MCL 168.653a
 - Assist with questions and/or problems that may arise on Election Day.
 - Coordinate and post Unofficial Election Results on Election Night.
 - Present election results to the Board of Canvassers for the official canvass and certification of the school election. MCL 168.307
 - Prepare and present to the School District a verified account of actual costs of ballot preparation, supplies, canvass expenses and any other costs associated with conducting the School District’s regular or special election not later than 84 days after the date of the regular or special election. MCL 168.315
 - All other duties required of an Election Coordinator in conducting the school election as prescribed by law.

School Board Secretary Duties:

- Within 3 days after a vacant position is filled, provide written notice of the appointment with the Election Coordinator. Notice should include the name, address and office of the person who vacated the position and the person filling the vacancy. MCL 168.311(3)
- Annually complete and return a ‘School Election Information’ form to the Election Coordinator containing current school administration contact information, most recent pupil enrollment count and date taken, the number of regular and unexpired Board positions to be elected each election and the length of each member’s term.
- Certify ballot question language to the Election Coordinator in WORD format not later than 4 p.m. on the 12th Tuesday before the election date. MCL 168.312, 168.641(4), 168.646a(2,3).
- Within 10 days after notification by the Election Coordinator of election or appointment to the school board, each member-elect must file an “Acceptance of Office” with the Secretary of the School Board. MCL 168.309
- The School District Superintendent is responsible for sending copies of the certified results to each city/township clerk.
- Forward a copy of the “Acceptance of Office” to the Election Coordinator. MCL 168.309

- The School Board shall pay or disapprove all or a portion of the verified account within 84 days after receiving the verified account of actual costs of conducting the election. MCL 168.315
- All other duties required of a School Board Secretary in conducting the school election as prescribed by law.

“Opt-In” City/Township Clerk Duties:

- Conduct each regular and special election requested by the School Board in their respective city/township. MCL 168.301
- Notify the Election Coordinator if your city/township is conducting an election on the same date as the school election.
- Be available on the last day of registration and keep voter registrations current in the QVF.
- Proof ballots.
- Order supplies (poll books, precinct kits, etc.) through your County Clerk.
- Provide all voting equipment for the election. MCL 168.301(4b)
- Arrange for testing of all voting equipment, perform Public Accuracy Test, and publish the Notice of the Public Accuracy Test.
- Mail Absent Voter ballots to the permanent list of Absent Voters maintained by each city/township in the QVF.
- Distribute, receive, and process absent voter applications and ballots for city/township electors in the Kellogg Community College. MCL 168.301(4a)
- Appoint Election Inspectors through your local election commission.
- Be available on the Saturday and/or Sunday before the election and Election Day to register electors and issue absentee ballots.
- Set up polling places for Election Day.
- Assist with questions and/or problems that may arise on Election Day.
- Handle QVF related responsibilities including establishing geography, production of precinct lists and updating voter history for the Kellogg Community College.
- Deliver tabulator memory card election results to the Calhoun County Clerk on Election Night.
- Deliver envelope results of the election to your County Clerk on Election Night or following day by 11:00 a.m. according to type of election conducted. MCL 168.809.
- Store the sealed voted and unvoted ballots after the election.
- Prepare and present to the School District a verified account of actual costs of conducting the School District’s regular or special election not later than 84 days after the date of the regular or special election. MCL 168.315

- All other duties required of a City/Township Clerk in conducting the school election as prescribed by law.

“Opt-Out” Township Clerk Duties:

- Be available on the last day of registration and keep voter registrations current in the QVF.
- Proof ballots.
- Mail absent voter ballots to the permanent list of Absent Voters maintained by each city/township in the QVF.
- Distribute, receive, and process absent voter applications and ballots for city/township electors in the Kellogg Community College. MCL 168.301 (4a)
- Be available on the Saturday and or Sunday before the election and Election Day to register electors and issue absentee ballots.
- Prepare and present to the School District a verified account of actual costs of conducting the School District’s regular or special election not later than 84 days after the date of the regular or special election. MCL 168.315
- Publish a Notice of Registration in your city/township. MCL 168.498(2)
- Post a Notice of Election in your city/township. MCL 168.653a
- Order necessary absent voter supplies.
- All other duties requested by the Election Coordinator that may be required by law regarding conducting the school election. (See * below)

*The City or Township Clerk agrees to notify their affected registered electors if such precincts change any polling place voters routinely attend (MCL 168.301(4d), will mail absentee ballots to electors on their permanent ballot list, absentee ballot applications to those who have requested an application, post appropriate notices, and deliver absentee ballots to the clerk conducting the election.

If a special election is called on a date provided under section 641(4), the school district election coordinating committee shall schedule the special election date. MCL 168.641, 168.312

The district’s elections will be administered with the precincts and polling places established on the city/township level for the conduct of state and federal elections which cannot contain more than 4,999 active registered voters. MCL 168.301(5)

The Calhoun County Election Commission may adopt a resolution to consolidate precincts not less than 60 days prior to the election, and designate polling locations pursuant to MCL 168.659. Consolidated precincts shall not exceed 5,000 active registered electors. Such precincts can cross city and township boundaries if desirable.

Early Voting Clause:

Due to changes in the State Constitution with the passing of Proposal 2022-2, Cities, Townships and Counties are now required to provide a minimum of 9 days of early voting beginning the second Saturday and concluding on Sunday prior to any State or Federal Election. Local Cities and Townships as well as County Clerks may choose to conduct early voting

additional days beyond this. Per the **County Agreement for Early In Person Voting Election Services** for the Calhoun County Early Voting Site signed between October 9-24, 2023, as well as the **Municipal Agreement for Early Voting Election Services** for the Municipal Early Voting Site signed between September 8-26, 2023, early voting will only be conducted the constitutionally required 9 days in Calhoun County. Any municipality that are not part of these aforementioned agreements, if choosing to conduct early voting beyond the constitutionally required 9 days, will be required to fulfill all requirements by law that are not listed in this agreement.

If any clause, provision or section of this Report and Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

As members of the Election Coordinating Committee for the Kellogg Community College, we, the undersigned, agree to the duties and responsibilities addressed in this Report and Agreement.

This Report and Agreement may be altered in writing and with the consent of the undersigned members. This Report and Agreement is binding and will expire December 31, 2028, or until such time as an amended Report and Agreement is filed with the State of Michigan, Department of State, and Bureau of Elections. MCL 168.305(2)

A copy of this Report and Agreement will be filed with the State of Michigan, Bureau of Elections and with each of the following members of the Election Coordinating Committee. MCL 168.305

Signed and dated this 18th day of February 2025 by the members of the Election Coordinating Committee or their designee.

Kimberly A. Hinkley, Calhoun County Clerk &
Election Coordinator

Patrick O'Donnell, KCC School Board Secretary

Sarah M. VanDenburg, Barry County Clerk

Terry A. Kubasiak, Branch County Clerk

Abe Dane, Hillsdale County Clerk

Meredith Place, Kalamazoo County Clerk

Gina Everson, St. Joseph County Clerk

Jill Domingo, Albion City Clerk

Victoria Houser, Battle Creek City Clerk

Michelle Eubank, Marshall City Clerk

Kathy Grundemann, Albion Township Clerk

Kris Vogel, Springfield City Clerk

Cheryl Thornton, Assyria Township Clerk

Kathy Weigt, Girard Township Clerk

Debera Denney, Athens Township Clerk

Amanda Koch, Homer Township Clerk

Teresa Cuthbert, Batavia Township Clerk

Sheri Babcock, Johnstown Township

Joyce Feraco, Bedford Charter Township

Samantha VanDorsten, Lee Township
Clerk

Darlene Mack, Burlington Township Clerk

Donald Overholt, Leonidas Township Clerk

Lisa Hammontree, Butler Township Clerk

Nicole Hardish, Leroy Township Clerk

Sheryl Proteau, Clarence Township Clerk

Vicki Heckel, Litchfield Township Clerk

Ericka Tryon, Clarendon Township Clerk

Deb Withee, Marengo Township Clerk

Kimberly Collins, Convis Township Clerk

Jeff Albaugh, Marshall Township Clerk

Le Anne Blight, Eckford Township Clerk

Karon Jo Fisher-Barr, Matteson
Township Clerk

Debra Stewart, Emmett Charter Township Clerk

Mary Aldrich, Newton Township Clerk

Kathleen Case, Pennfield Charter Township Clerk

Meg Bosserd, Fredonia Township Clerk

Sharon Boley, Union Township Clerk

BobbieJo Garnant, Tekonsha Township Clerk

Stephanie Craig, Sheridan Township Clerk

Mike Fry, Wakeshma Township Clerk

Hannah Smith, Sherwood Township Clerk

MARSHALL PUBLIC SCHOOLS

ELECTION COORDINATING COMMITTEE

2025-2028

REPORT AND AGREEMENT TO THE SECRETARY OF STATE FOR THE CONDUCT OF SCHOOL DISTRICT ELECTIONS. MCL 168.305 (2)

Date of Election Coordinating Committee Meeting: February 18th, 2025

School District: Marshall Public Schools

School Board Member Terms:

- 7 Members – 6 Year terms
 - 3 Members (2026)
 - 2 Members (2028)
 - 2 Members (2030)

The School Board of Education Elections will be held the first Tuesday after the first Monday in November of even-numbered years. Each School Board member's term of office commences on January 1st immediately following the election. MCL 168.305

This agreement contains arrangements for conducting any other special school district elections that may be held.

Jurisdictions in the School District:

- Albion and Marshall Cities, Albion, Convis, Eckford, Fredonia, Lee, Marengo, Marshall, Newton and Sheridan Townships in Calhoun County
- Concord and Parma Townships in Jackson County

Election Coordinator: Kimberly A. Hinkley, Calhoun County Clerk

School Board Secretary: Marjorie Newman

Election Coordinating Committee Members:

- Marshall Public Schools Board Secretary
- Calhoun County
 - Calhoun County Clerk
 - Albion City Clerk
 - Marshall City Clerk
 - Albion Township Clerk
 - Convis Township Clerk
 - Eckford Township Clerk
 - Fredonia Township Clerk
 - Lee Township Clerk

- Marengo Township Clerk
- Marshall Township Clerk
- Newton Township Clerk
- Sheridan Township Clerk
- Jackson County
 - Jackson County Clerk
 - Concord Township Clerk
 - Parma Township Clerk

Opt-In Jurisdictions:	Albion City, Marshall City, Albion, Convis, Eckford, Fredonia, Lee, Marengo, Marshall, Newton, and Sheridan Townships
Opt-Out Jurisdictions:	Concord and Parma Townships

The Marshall Public Schools Election Coordinating Committee agree to share the following duties and responsibilities for conducting elections in Marshall Public Schools district for a 4-Year period expiring December 31, 2028, or until an altered report is filed.

Election Coordinator Duties:

- Serve as the district’s filing official and accepts candidate filings, checks petitions for sufficiency, accepts candidate withdrawals and certifies candidates. MCL 168.301, 303
- Post a list of candidates filing for the Marshall Public Schools district on the county clerk’s web site: calhouncountymi.gov/elections.
- Receive requests from the Marshall Public Schools district for special elections / initiative petitions pursuant to section 168.641(4). MCL 168.301, 168.312, 168.641
- Receive special election resolutions and ballot proposal language adopted by the district’s board, and post to the county clerk’s web site: calhouncountymi.gov/elections. MCL 168.301
- The Calhoun County Election Commission may adopt a resolution to consolidate the precincts 60 days prior to the election. MCL 168.659
- Enter office, candidate and/or proposal language into the Ballot Administration portion of the Qualified Voter File (QVF).
- Forward names of candidates and ballot language to the neighboring County and Local Clerks involved, not less than 82 days before the election. MCL 168.312
- The County Election Commission, unless delegated to the Office of the County Clerk, shall proof-read ballots and forward by first class mail a proof copy of the official ballot to each proposal committee and candidate whose name appears on the ballot; and by email to local clerks and school district.

- Provide ballot layout information to vendors, proof and order ballots.
- Arrange for programming, coding and initial testing of voting equipment software.
- Order necessary absent voter and precinct supplies and/or kits as requested by city/township clerks.
- Publish a joint Notice of Registration in a newspaper of general circulation in the city/townships listed in the notice. MCL 168.498(3)
- Publish a joint Notice of Election in a newspaper of general circulation in the city/townships listed in the notice. MCL 168.653a(2)
- Assist with questions and/or problems that may arise on Election Day.
- Coordinate and post Unofficial Election Results on Election Night.
- Present election results to the Board of Canvassers for the official canvass and certification of the school election. MCL 168.307
- Maintain a certified record of the Board of Canvassers Official election results and provide certified copies to each school district superintendent; and to each County Treasurer affected by a millage question. The School District Superintendent is responsible for sending copies of the certified results to each city/township clerk.
- Immediately after the certification of election, notify elected candidates by providing a certificate of election. MCL 168.308
- Prepare and present to the School District a verified account of actual costs of ballot preparation, supplies, canvass expenses and any other costs associated with conducting the School District's regular or special election not later than 84 days after the date of the regular or special election. MCL 168.315
- All other duties required of an Election Coordinator in conducting the school election as prescribed by law.

"Out-County" County Clerk Duties:

- If an "Out County" Clerk is opting to conduct elections "Opting In" for any reason the County Clerk of that County will be responsible for the following Items:
 - Provide ballot layout information to vendors, proof and order ballots.
 - Arrange for programming, coding and initial testing of voting equipment software.
 - Order necessary absent voter and precinct supplies and/or kits as requested by city/township Clerks.
 - Publish Notice of Registration in a newspaper of general circulation in the city/townships listed in the notice. MCL 168.498
 - Publish Notice of Election in a newspaper of general circulation in the city/townships listed in the notice. MCL 168.653a
 - Assist with questions and/or problems that may arise on Election Day.
 - Coordinate and post Unofficial Election Results on Election Night.

- Present election results to the Board of Canvassers for the official canvass and certification of the school election. MCL 168.307
- Prepare and present to the School District a verified account of actual costs of ballot preparation, supplies, canvass expenses and any other costs associated with conducting the School District's regular or special election not later than 84 days after the date of the regular or special election. MCL 168.315
- All other duties required of an Election Coordinator in conducting the school election as prescribed by law.

School Board Secretary Duties:

- Within 3 days after a vacant position is filled, provide written notice of the appointment with the Election Coordinator. Notice should include the name, address and office of the person who vacated the position and the person filling the vacancy. MCL 168.311(3)
- Annually complete and return a 'School Election Information' form to the Election Coordinator containing current school administration contact information, most recent pupil enrollment count and date taken, the number of regular and unexpired Board positions to be elected each election and the length of each member's term.
- Certify ballot question language to the Election Coordinator in WORD format not later than 4 p.m. on the 12th Tuesday before the election date. MCL 168.312, 168.641(4), 168.646a(2,3).
- Within 10 days after notification by the Election Coordinator of election or appointment to the school board, each member-elect must file an "Acceptance of Office" with the Secretary of the School Board. MCL 168.309
- The School District Superintendent is responsible for sending copies of the certified results to each city/township clerk.
- Forward a copy of the "Acceptance of Office" to the Election Coordinator. MCL 168.309
- The School Board shall pay or disapprove all or a portion of the verified account within 84 days after receiving the verified account of actual costs of conducting the election. MCL 168.315
- All other duties required of a School Board Secretary in conducting the school election as prescribed by law.

"Opt-In" City/Township Clerk Duties:

- Conduct each regular and special election requested by the School Board in their respective city/township. MCL 168.301
- Notify the Election Coordinator if your city/township is conducting an election on the same date as the school election.
- Be available on the last day of registration and keep voter registrations current in the QVF.
- Proof ballots.
- Order supplies (poll books, precinct kits, etc.) through your County Clerk.

- Provide all voting equipment for the election. MCL 168.301(4b)
- Arrange for testing of all voting equipment, perform Public Accuracy Test, and publish the Notice of the Public Accuracy Test.
- Mail Absent Voter ballots to the permanent list of Absent Voters maintained by each city/township in the QVF.
- Distribute, receive, and process absent voter applications and ballots for city/township electors in the Marshall Public Schools district. MCL 168.301(4a)
- Appoint Election Inspectors through your local election commission.
- Be available on the Saturday and/or Sunday before the election and Election Day to register electors and issue absentee ballots.
- Set up polling places for Election Day.
- Assist with questions and/or problems that may arise on Election Day.
- Handle QVF related responsibilities including establishing geography, production of precinct lists and updating voter history for the Marshall Public Schools district.
- Deliver tabulator memory card election results to the Calhoun County Clerk on Election Night.
- Deliver envelope results of the election to your County Clerk on Election Night or following day by 11:00 a.m. according to type of election conducted. MCL 168.809.
- Store the sealed voted and unvoted ballots after the election.
- Prepare and present to the School District a verified account of actual costs of conducting the School District's regular or special election not later than 84 days after the date of the regular or special election. MCL 168.315
- All other duties required of a City/Township Clerk in conducting the school election as prescribed by law.

"Opt-Out" Township Clerk Duties:

- Be available on the last day of registration and keep voter registrations current in the QVF.
- Proof ballots.
- Mail absent voter ballots to the permanent list of Absent Voters maintained by each city/township in the QVF.
- Distribute, receive, and process absent voter applications and ballots for city/township electors in the Marshall Public Schools district. MCL 168.301 (4a)
- Be available on the Saturday and or Sunday before the election and Election Day to register electors and issue absentee ballots.

- Prepare and present to the School District a verified account of actual costs of conducting the School District's regular or special election not later than 84 days after the date of the regular or special election. MCL 168.315
- Publish a Notice of Registration in your city/township. MCL 168.498(2)
- Post a Notice of Election in your city/township. MCL 168.653a
- Order necessary absent voter supplies.
- All other duties requested by the Election Coordinator that may be required by law regarding conducting the school election. (See * below)

*The City or Township Clerk agrees to notify their affected registered electors if such precincts change any polling place voters routinely attend (MCL 168.301(4d)), will mail absentee ballots to electors on their permanent ballot list, absentee ballot applications to those who have requested an application, post appropriate notices, and deliver absentee ballots to the clerk conducting the election.

If a special election is called on a date provided under section 641(4), the school district election coordinating committee shall schedule the special election date. MCL 168.641, 168.312

The district's elections will be administered with the precincts and polling places established on the city/township level for the conduct of state and federal elections which cannot contain more than 4,999 active registered voters. MCL 168.301(5)

The Calhoun County Election Commission may adopt a resolution to consolidate precincts not less than 60 days prior to the election, and designate polling locations pursuant to MCL 168.659. Consolidated precincts shall not exceed 5,000 active registered electors. Such precincts can cross city and township boundaries if desirable.

Early Voting Clause:

Due to changes in the State Constitution with the passing of Proposal 2022-2, Cities, Townships and Counties are now required to provide a minimum of 9 days of early voting beginning the second Saturday and concluding on Sunday prior to any State or Federal Election. Local Cities and Townships as well as County Clerks may choose to conduct early voting additional days beyond this. Per the **County Agreement for Early In Person Voting Election Services** for the Calhoun County Early Voting Site signed between October 9-24, 2023, as well as the **Municipal Agreement for Early Voting Election Services** for the Municipal Early Voting Site signed between September 8-26, 2023, early voting will only be conducted the constitutionally required 9 days in Calhoun County. Any municipalities that are not part of these aforementioned agreements, if choosing to conduct early voting beyond the constitutionally required 9 days, will be required to fulfill all requirements by law that are not listed in this agreement.

If any clause, provision or section of this Report and Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

As members of the Election Coordinating Committee for the Marshall Public Schools, we, the undersigned, agree to the duties and responsibilities addressed in this Report and Agreement.

This Report and Agreement may be altered in writing and with the consent of the undersigned members. This Report and Agreement is binding and will expire December 31, 2028, or until such time as an amended Report and Agreement is filed with the State of Michigan, Department of State, and Bureau of Elections. MCL 168.305(2)

A copy of this Report and Agreement will be filed with the State of Michigan, Bureau of Elections and with each of the following members of the Election Coordinating Committee. MCL 168.305

Signed and dated this 18th day of February 2025 by the members of the Election Coordinating Committee or their designee.

Kimberly A. Hinkley, Calhoun County Clerk &
Election Coordinator

Marjorie Newman, Marshall Public School
Board Secretary

Cierra Sowle, Jackson County Clerk

Meg Bosserd, Fredonia Township Clerk

Jill Domingo, Albion City Clerk

Samantha VanDorsten, Lee Township Clerk

Michelle Eubank, Marshall City Clerk

Deb Withee, Marengo Township Clerk

Kathy Grundemann, Albion Township Clerk

Jeff Albaugh, Marshall Township Clerk

Terri Butts, Concord Township Clerk

Mary Aldrich, Newton Township Clerk

Kimberly Collins, Convis Township Clerk

Sarah Stanham, Parma Township Clerk

Le Anne Blight, Eckford Township Clerk
Clerk

Stephanie Craig, Sheridan Township

CALHOUN INTERMEDIATE SCHOOL DISTRICT

ELECTION COORDINATING COMMITTEE

2025-2028

REPORT AND AGREEMENT TO THE SECRETARY OF STATE FOR THE CONDUCT OF SCHOOL DISTRICT ELECTIONS. MCL 168.305 (2)

Date of Election Coordinating Committee Meeting: February 18th, 2025

School District: Calhoun Intermediate School District

School Board Member Terms:

- 5 Members – 6 Year terms
 - 2 Members (2025)
 - 1 Members (2027)
 - 2 Members (2029)

The School Board of Education Elections will be held the first Tuesday after the first Monday in November of even-numbered years. Each School Board member's term of office commences on January 1st immediately following the election. MCL 168.305

This agreement contains arrangements for conducting any other special school district elections that may be held.

Jurisdictions in the School District:

- Assyria, Johnstown and Maple Grove Townships in Barry County
- Batavia, Butler, Girard, Matteson, Sherwood and Union Townships in Branch County
- Albion, Battle Creek, Marshall and Springfield Cities, Bedford, Emmett and Pennfield Charter Townships, Albion, Athens, Burlington, Clarence, Clarendon, Convis, Fredonia Homer, Lee, Leroy, Marengo, Marshall, Newton, Sheridan and Tekonsha Townships in Calhoun County
- Olivet City, Bellevue, Brookfield, Carmel, Kalamo and Walton Townships in Eaton County
- Litchfield Township in Hillsdale County
- Concord, Parma and Pulaski Townships in Jackson County
- Wakeshma Township in Kalamazoo County
- Leonidas Township in St. Joseph County

Election Coordinator: Kimberly A. Hinkley, Calhoun County Clerk

School Board Secretary: Karen Dysinger

Election Coordinating Committee Members:

- Calhoun Intermediate School District School Board Secretary
- Barry County*
 - Barry County Clerk
 - Assyria Township Clerk
 - Johnstown Township Clerk
 - Maple Grove Township Clerk
- Branch County*
 - Branch County Clerk
 - Batavia Township Clerk
 - Butler Township Clerk
 - Girard Township Clerk
 - Matteson Township Clerk
 - Sherwood Township Clerk
 - Union Township Clerk
- Calhoun County
 - Calhoun County Clerk
 - Albion City Clerk
 - Battle Creek City Clerk
 - Marshall City Clerk
 - Springfield City Clerk
 - Albion Township Clerk
 - Athens Township Clerk
 - Bedford Charter Township Clerk
 - Burlington Township Clerk
 - Clarence Township Clerk
 - Clarendon Township Clerk
 - Convis Township Clerk
 - Eckford Township Clerk
 - Emmett Charter Township Clerk
 - Fredonia Township Clerk
 - Homer Township Clerk
- Lee Township Clerk
- Leroy Township Clerk
- Marengo Township Clerk
- Marshall Township Clerk
- Newton Township Clerk
- Pennfield Charter Township Clerk
- Sheridan Township Clerk
- Tekonsha Township Clerk
- Eaton County*
 - Eaton County Clerk
 - Olivet City Clerk
 - Bellevue Township Clerk
 - Brookfield Township Clerk
 - Carmel Township Clerk
 - Kalamo Township Clerk
 - Walton Township Clerk
- Hillsdale County*
 - Hillsdale County Clerk
 - Litchfield Township Clerk
- Jackson County*
 - Jackson County Clerk
 - Concord Township Clerk
 - Parma Township Clerk
 - Pulaski Township Clerk
- Kalamazoo County*
 - Kalamazoo County Clerk
 - Wakeshma Township Clerk
- St. Joseph County*
 - St. Joseph County Clerk
 - Leonidas Township Clerk

Opt-In Jurisdictions:	Calhoun County Jurisdictions
Opt-Out Jurisdictions:	Any Townships listed above with an (*)

The Calhoun Intermediate School District Election Coordinating Committee agree to share the following duties and responsibilities for conducting elections in Calhoun Intermediate School District for a 4-Year period expiring December 31, 2028, or until an altered report is filed.

Election Coordinator Duties:

- Serve as the district's filing official and accepts candidate filings, checks petitions for sufficiency, accepts candidate withdrawals and certifies candidates. MCL 168.301, 303
- Post a list of candidates filing for the Calhoun Intermediate School District on the county clerk's web site: calhouncountymi.gov/elections.
- Receive requests from the Calhoun Intermediate School District for special elections / initiative petitions pursuant to section 168.641(4). MCL 168.301, 168.312, 168.641
- Receive special election resolutions and ballot proposal language adopted by the district's board, and post to the county clerk's web site: calhouncountymi.gov/elections. MCL 168.301
- The Calhoun County Election Commission may adopt a resolution to consolidate the precincts 60 days prior to the election. MCL 168.659
- Enter office, candidate and/or proposal language into the Ballot Administration portion of the Qualified Voter File (QVF).
- Forward names of candidates and ballot language to the neighboring County and Local Clerks involved, not less than 82 days before the election. MCL 168.312
- The County Election Commission, unless delegated to the Office of the County Clerk, shall proof-read ballots and forward by first class mail a proof copy of the official ballot to each proposal committee and candidate whose name appears on the ballot; and by email to local clerks and school district.
- Provide ballot layout information to vendors, proof and order ballots.
- Arrange for programming, coding and initial testing of voting equipment software.
- Order necessary absent voter and precinct supplies and/or kits as requested by city/township clerks.
- Publish a joint Notice of Registration in a newspaper of general circulation in the city/townships listed in the notice. MCL 168.498(3)
- Publish a joint Notice of Election in a newspaper of general circulation in the city/townships listed in the notice. MCL 168.653a(2)
- Assist with questions and/or problems that may arise on Election Day.
- Coordinate and post Unofficial Election Results on Election Night.
- Present election results to the Board of Canvassers for the official canvass and certification of the school election. MCL 168.307
- Maintain a certified record of the Board of Canvassers Official election results and provide certified copies to each school district superintendent; and to each County Treasurer affected by a millage question. The School District Superintendent is responsible for sending copies of the certified results to each city/township clerk.

- Immediately after the certification of election, notify elected candidates by providing a certificate of election. MCL 168.308
- Prepare and present to the School District a verified account of actual costs of ballot preparation, supplies, canvass expenses and any other costs associated with conducting the School District's regular or special election not later than 84 days after the date of the regular or special election. MCL 168.315
- All other duties required of an Election Coordinator in conducting the school election as prescribed by law.

"Out-County" County Clerk Duties:

- If an "Out County" Clerk is opting to conduct elections "Opting In" for any reason the County Clerk of that County will be responsible for the following Items:
 - Provide ballot layout information to vendors, proof and order ballots.
 - Arrange for programming, coding and initial testing of voting equipment software.
 - Order necessary absent voter and precinct supplies and/or kits as requested by city/township Clerks.
 - Publish Notice of Registration in a newspaper of general circulation in the city/townships listed in the notice. MCL 168.498
 - Publish Notice of Election in a newspaper of general circulation in the city/townships listed in the notice. MCL 168.653a
 - Assist with questions and/or problems that may arise on Election Day.
 - Coordinate and post Unofficial Election Results on Election Night.
 - Present election results to the Board of Canvassers for the official canvass and certification of the school election. MCL 168.307
 - Prepare and present to the School District a verified account of actual costs of ballot preparation, supplies, canvass expenses and any other costs associated with conducting the School District's regular or special election not later than 84 days after the date of the regular or special election. MCL 168.315
 - All other duties required of an Election Coordinator in conducting the school election as prescribed by law.

School Board Secretary Duties:

- Within 3 days after a vacant position is filled, provide written notice of the appointment with the Election Coordinator. Notice should include the name, address and office of the person who vacated the position and the person filling the vacancy. MCL 168.311(3)
- Annually complete and return a 'School Election Information' form to the Election Coordinator containing current school administration contact information, most recent pupil enrollment count and date taken, the number of regular and unexpired Board positions to be elected each election and the length of each member's term.
- Certify ballot question language to the Election Coordinator in WORD format not later than 4 p.m. on the 12th Tuesday before the election date. MCL 168.312, 168.641(4), 168.646a(2,3).

- Within 10 days after notification by the Election Coordinator of election or appointment to the school board, each member-elect must file an “Acceptance of Office” with the Secretary of the School Board. MCL 168.309
- The School District Superintendent is responsible for sending copies of the certified results to each city/township clerk.
- Forward a copy of the “Acceptance of Office” to the Election Coordinator. MCL 168.309
- The School Board shall pay or disapprove all or a portion of the verified account within 84 days after receiving the verified account of actual costs of conducting the election. MCL 168.315
- All other duties required of a School Board Secretary in conducting the school election as prescribed by law.

“Opt-In” City/Township Clerk Duties:

- Conduct each regular and special election requested by the School Board in their respective city/township. MCL 168.301
- Notify the Election Coordinator if your city/township is conducting an election on the same date as the school election.
- Be available on the last day of registration and keep voter registrations current in the QVF.
- Proof ballots.
- Order supplies (poll books, precinct kits, etc.) through your County Clerk.
- Provide all voting equipment for the election. MCL 168.301(4b)
- Arrange for testing of all voting equipment, perform Public Accuracy Test, and publish the Notice of the Public Accuracy Test.
- Mail Absent Voter ballots to the permanent list of Absent Voters maintained by each city/township in the QVF.
- Distribute, receive, and process absent voter applications and ballots for city/township electors in the Calhoun Intermediate School District. MCL 168.301(4a)
- Appoint Election Inspectors through your local election commission.
- Be available on the Saturday and/or Sunday before the election and Election Day to register electors and issue absentee ballots.
- Set up polling places for Election Day.
- Assist with questions and/or problems that may arise on Election Day.
- Handle QVF related responsibilities including establishing geography, production of precinct lists and updating voter history for the Calhoun Intermediate School District.
- Deliver tabulator memory card election results to the Calhoun County Clerk on Election Night.

- Deliver envelope results of the election to your County Clerk on Election Night or following day by 11:00 a.m. according to type of election conducted. MCL 168.809.
- Store the sealed voted and unvoted ballots after the election.
- Prepare and present to the School District a verified account of actual costs of conducting the School District's regular or special election not later than 84 days after the date of the regular or special election. MCL 168.315
- All other duties required of a City/Township Clerk in conducting the school election as prescribed by law.

"Opt-Out" Township Clerk Duties:

- Be available on the last day of registration and keep voter registrations current in the QVF.
- Proof ballots.
- Mail absent voter ballots to the permanent list of Absent Voters maintained by each city/township in the QVF.
- Distribute, receive, and process absent voter applications and ballots for city/township electors in the Calhoun Intermediate School District. MCL 168.301 (4a)
- Be available on the Saturday and or Sunday before the election and Election Day to register electors and issue absentee ballots.
- Prepare and present to the School District a verified account of actual costs of conducting the School District's regular or special election not later than 84 days after the date of the regular or special election. MCL 168.315
- Publish a Notice of Registration in your city/township. MCL 168.498(2)
- Post a Notice of Election in your city/township. MCL 168.653a
- Order necessary absent voter supplies.
- All other duties requested by the Election Coordinator that may be required by law regarding conducting the school election. (See * below)

*The City or Township Clerk agrees to notify their affected registered electors if such precincts change any polling place voters routinely attend (MCL 168.301(4d), will mail absentee ballots to electors on their permanent ballot list, absentee ballot applications to those who have requested an application, post appropriate notices, and deliver absentee ballots to the clerk conducting the election.

If a special election is called on a date provided under section 641(4), the school district election coordinating committee shall schedule the special election date. MCL 168.641, 168.312

The district's elections will be administered with the precincts and polling places established on the city/township level for the conduct of state and federal elections which cannot contain more than 4,999 active registered voters. MCL 168.301(5)

The Calhoun County Election Commission may adopt a resolution to consolidate precincts not less than 60 days prior to

the election, and designate polling locations pursuant to MCL 168.659. Consolidated precincts shall not exceed 5,000 active registered electors. Such precincts can cross city and township boundaries if desirable.

Early Voting Clause:

Due to changes in the State Constitution with the passing of Proposal 2022-2, Cities, Townships and Counties are now required to provide a minimum of 9 days of early voting beginning the second Saturday and concluding on Sunday prior to any State or Federal Election. Local Cities and Townships as well as County Clerks may choose to conduct early voting additional days beyond this. Per the **County Agreement for Early In Person Voting Election Services** for the Calhoun County Early Voting Site signed between October 9-24, 2023, as well as the **Municipal Agreement for Early Voting Election Services** for the Municipal Early Voting Site signed between September 8-26, 2023, early voting will only be conducted the constitutionally required 9 days in Calhoun County. Any municipality that are not part of these aforementioned agreements, if choosing to conduct early voting beyond the constitutionally required 9 days, will be required to fulfill all requirements by law that are not listed in this agreement.

If any clause, provision or section of this Report and Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

As members of the Election Coordinating Committee for the Calhoun Intermediate School District, we, the undersigned, agree to the duties and responsibilities addressed in this Report and Agreement.

This Report and Agreement may be altered in writing and with the consent of the undersigned members. This Report and Agreement is binding and will expire December 31, 2028, or until such time as an amended Report and Agreement is filed with the State of Michigan, Department of State, and Bureau of Elections. MCL 168.305(2)

A copy of this Report and Agreement will be filed with the State of Michigan, Bureau of Elections and with each of the following members of the Election Coordinating Committee. MCL 168.305

Signed and dated this 18th day of February 2025 by the members of the Election Coordinating Committee or their designee.

Kimberly A. Hinkley, Calhoun County Clerk &
Election Coordinator

Karen Dysinger, CISD School Board Secretary

Sarah M. VanDenburg, Barry County Clerk

Terry A. Kubasiak, Branch County Clerk

Diana Bosworth, Eaton County Clerk

Abe Dane, Hillsdale County Clerk

Cierra Sowle, Jackson County Clerk

Meredith Place, Kalamazoo County Clerk

Gina Everson, St. Joseph County Clerk

Jill Domingo, Albion City Clerk

Victoria Houser, Battle Creek City Clerk

Michelle Eubank, Marshall City Clerk

Kris Vogel, Springfield City Clerk

Amy Huepenbecker, Olivet City Clerk

Kathy Grundemann, Albion Township Clerk

Lisa Lawitzke, Bellevue Township Clerk

Cheryl Thornton, Assyria Township Clerk

Tara Miller, Brookfield Township Clerk

Debera Denney, Athens Township Clerk

Darlene Mack, Burlington Township Clerk

Teresa Cuthbert, Batavia Township

Lisa Hammontree, Butler Township Clerk

Joyce Feraco, Bedford Charter Township Clerk

Quinn Underwood, Carmel Township Clerk

Sheryl Proteau, Clarence Township Clerk

Donald Overholt, Leonidas Township
Clerk

Ericka Tryon, Clarendon Township Clerk

Nicole Hardish, Leroy Township Clerk

Terri Butts, Concord Township Clerk

Vicki Heckel, Litchfield Township Clerk

Kimberly Collins, Convis Township Clerk

Holly Carpenter, Maple Grove
Township Clerk

Le Anne Blight, Eckford Township Clerk

Deb Withee, Marengo Township Clerk

Debra Stewart, Emmett Charter Township Clerk

Jeff Albaugh, Marshall Township Clerk

Meg Bosserd, Fredonia Township Clerk
Clerk

Kathleen Case, Pennfield Charter Township

Kathy Weigt, Girard Township Clerk

Bobbi Riley, Pulaski Township Clerk

Amanda Koch, Homer Township Clerk

Stephanie Craig, Sheridan Township Clerk

Sheri Babcock, Johnstown Township

Hannah Smith, Sherwood Township Clerk

Dawn Conklin, Kalamo Township Clerk

BobbieJo Garnant, Tekonsha Township Clerk

Samantha VanDorsten, Lee Township Clerk

Sharon Boley, Union Township Clerk

Karon Jo Fisher-Barr, Matteson Township Clerk

Mike Fry, Wakeshma Township Clerk

Mary Aldrich, Newton Township Clerk

Erin L. Cummings, Walton Township Clerk

Sarah Stanham, Parma Township Clerk

ITEM: 8.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Joshua Lankerd, Chief of Police
DATE: February 18, 2025
SUBJECT: **NEW POLICE OFFICER PRESENTATION AND RECOGNITION
OFFICER KYLEE DICKINSON AND OFFICER DRAKE THOMPSON**

Presentations and recognitions are needed from time to time to update and inform the city council of changes within the Police Department. These events give us an opportunity to share the success stories of our staff and to introduce the council to new members. Last July, we hired two police recruits and sponsored them through the KCC academy. Both recruits successfully completed the academy and passed their certification test in December. They are currently in field training where both of them just completed the first of three phases of training.

We want to recognize and welcome Officer Kylee Dickinson and Officer Drake Thompson as the newest officers of the Marshall Police Department. The presentation will consist of an introduction, the reciting of the Oath Of Honor, and badge pinning.

BUDGET IMPACT:
NA

RECOMMENDATION:
NA

On my honor, I will never betray my integrity,
my character, or the public trust.

I will treat all individuals with dignity and respect
and ensure that my actions are dedicated
to ensuring the safety of my community
and the preservation of human life.

I will always have the courage to hold myself
and others accountable for our actions.

I will always maintain the highest ethical standards
and uphold the values of my community,
and the agency I serve.

ITEM: 12.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Kevin Maynard, Director of Electric Utilities
Marguerite Davenport, Director of Public Services
DATE: February 18, 2025
SUBJECT: **ENGINEERING SERVICES AGREEMENT - PUBLIC SERVICES
BUILDING HEATING/LIGHTING IMPROVEMENTS**

The City of Marshall recently solicited proposals from qualified firms for professional services related to replacement of existing lighting and heating/ventilation systems with new energy-efficient systems in the Public Services Building (PSB) garage/warehouse and the heating system in Power Plant #2. Both facilities are located at 900 South Marshall Avenue. The current lighting and heating/ventilation systems have reached the end of their projected useful lives and no longer perform reliably, optimally nor efficiently. The City wishes to replace these systems with new lighting and heating/ventilation equipment that meets or exceeds current industry standards for indoor illumination and air quality, energy consumption and operation and maintenance expenses.

The City of Marshall PSB garage/warehouse provides vehicle, equipment and materials storage for the Electric, Water and FiberNet departments as well as the City's Dial-A-Ride Transit (DART) public transportation buses.

Power Plant #2 is a working power production facility that houses Unit #6 and three new AMP Michigan CAT Peaking Project natural gas reciprocating engine generators. Power Plant #2 is located north of the PSB garage/warehouse. The PSB garage/warehouse and Power Plant #2 are heated but are not air conditioned.

The PSB garage/warehouse is heated by three industrial/commercial grade natural gas direct fired air heaters manufactured by Rapid Engineering of Comstock Park, Michigan. Power Plant #2 is heated by Square D electric forced air heaters.

The existing PSB garage/warehouse lighting system consists of approximately ninety-three (93) 120-volt, metal halide fixtures. When they are switched on, these fixtures have a warm-up period before they reach full illumination. There are also approximately twenty-five (25) 120-volt, four-foot, two-tube fluorescent light fixtures that remain illuminated at all hours.

Following review of the proposals, staff recommends engaging Abonmarche Byce of Kalamazoo to perform the requested services at an estimated cost of \$25,000.

BUDGET IMPACT:

The \$25,000 cost will be shared by Electric, Water, FiberNet and DART using budgeted funds.

There is no anticipated budget impact for these professional services.

RECOMMENDATION:

Approve the Professional Services Agreement with Abonmarche Byce of Kalamazoo, Michigan, for Public Services Building/Power Plant #2 heating, ventilation and lighting systems improvements at an estimated cost of \$25,000 and authorize the City Manager and City Clerk to sign the necessary documents.

Abonmarche Project Number: 25-0112

AGREEMENT between (Client name), City of Marshall (Date) January 23, 2025

(Client address) 323 W. Michigan Ave., Marshall, MI 49068 (Phone) 269.781.5183

(Cell) (Fax) 269.781.3835 (Email) KMaynard@cityofmarshall.com hereinafter referred

to as the Client, and Abonmarche Consultants, Inc., referred to as Abonmarche, located at: 95 West Main Street

The Client contracts with Abonmarche to perform professional services regarding the Client's project generally referred to as:

(Project Name) Public Services Building Heating, Ventilation, and Lighting Replacements (Location) Marshall, Michigan

The professional services to be provided by Abonmarche, collectively referred to as the Work Plan, are as follows:

(Scope of work) Please see formal proposal attached.

(Project schedule) 10 Weeks

(Special Provisions) N/A

Abonmarche's proposal/work plan, dated December 18, 2024 is incorporated into this Agreement by reference, and is limited to the services described therein. Abonmarche's Terms and Conditions for Professional Services are incorporated by client's Authorization signature below.

The Client agrees to promptly pay for services provided by Abonmarche for the Scope of Work according to the following:

(Fee/Type) \$25,000

Prior to commencement of services, the Client will specify any and all documentation that the Client requires for submission with the invoice for services provided by Abonmarche. Absent any special request from the Client, Abonmarche will send its standard form of invoice.

If, after receipt of an invoice from Abonmarche, the Client has any questions, objections, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within ten (10) days of its receipt. If no written objection is made within the ten (10) day period, any such objection shall be deemed waived.

Abonmarche invoices are due upon receipt and shall be considered past due if not paid within 30 calendar days of the invoice date. The parties agree that interest of 1.5% per month will be added to any unpaid balance after 30 days. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

The Client has designated Kevin Maynard as its Representative. The Representative shall have the authority to execute any documents pertaining to this Agreement or amendments thereto, and for the approval of all change orders, addenda, and additional services to be performed by Abonmarche. The representative shall be the contact person for submission of all documents, invoices or communications.

Authorization to Proceed and Guarantee of Payment: By signing this Agreement, the Client authorizes Abonmarche to provide services described above, and that the Client is the responsible party for making payment to Abonmarche. *By signing below, I acknowledge that I have received and agree to the Terms and Conditions on Pages 2-4 of this Agreement, and I understand that the Terms and Conditions take precedence over all prior oral and written understandings.* These Terms and Conditions can only be amended, supplemented, modified, or canceled by a written instrument signed by both parties. Any notice or other communications shall be in writing and shall be considered to have been duly given when personally delivered or upon the third day after being deposited into first class certified mail, postage prepaid, return receipt requested.

Authorized Client Representative	If Individual	Authorized Abonmarche Representative
Client: _____	Signature: _____	Signature: Alex Newman Digitally signed by Alex Newman Date: 2025.02.03 14:22:38 +05'00'
Signature: _____	Printed Name: _____	Printed Name: Alex Newman
Printed Name: _____	Date of Birth: _____	Title: Chief Operating Office
Date Signed: _____	Driver's License #: _____	Originating Office: Abonmarche Consultants, Inc. 306 S. Kalamazoo Mall
Federal Tax ID: _____	Employed by: _____	Kalamazoo, MI 49007
	Address: _____	
	City/State _____	Date Signed: February 3, 2025
	Date Signed: _____	

TERMS AND CONDITIONS OF PROFESSIONAL SERVICES AGREEMENT

1. **Agreement.** These Terms and Conditions shall be incorporated by reference and shall prevail as the basis of the Client's Agreement to Abonmarche. Any Client document or communication in addition to or in conflict with these Terms and Conditions shall be subordinate and subject to these provisions.
2. **Execution.** Abonmarche has the option to render this Agreement null and void, if it is not executed within thirty (30) days of delivery.
3. **Client Responsibilities.** The Client will provide all criteria and information concerning the requirements of the Project. Abonmarche shall be entitled to rely on the accuracy and completeness of services and information furnished by the Client, including services and information provided by design professionals or consultants directly to the Client. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings, and legal information. The Client will assume responsibility for interpretation of contract documents and for construction observation and will waive all claims against Abonmarche that may be in any way connected, unless Abonmarche's services under this Agreement include full-time construction observation or review of contractor's performance. The Client shall designate in writing a person with authority to act on Client's behalf on all matters related to Abonmarche's services.
4. **Performance.** The standard of care for services performed by or provided by Abonmarche will be the care and skill ordinarily used by Abonmarche's profession practicing under similar circumstances at the same time and in the same locality. Abonmarche makes no warranty, expressed or implied, with respect to any services provided by Abonmarche. Abonmarche may be liable for claims, damages, cost, loss or expense (including reasonable attorney's fees) to the extent caused by the negligent acts, errors, or omissions of Abonmarche.
5. **Billing and Payment.** The client shall make an initial payment of \$____(retainer) upon execution of this Agreement. The retainer shall be held by Abonmarche and applied against the final invoice. If the Client fails to make payments when due and Abonmarche incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Abonmarche. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Abonmarche staff costs at standard billing rates for Abonmarche's time spent in efforts to collect. This obligation of the Client to pay Abonmarche's collection costs shall survive the term of this Agreement or any earlier termination by either party.
6. **Hourly Billing Rates.** If payment is on an hourly rate, Client will pay Abonmarche at the current hourly billing rates. The hourly rates are adjusted annually or as deemed appropriate.
7. **Reimbursable Expenses.** Reimbursable expenses, the actual costs incurred directly or indirectly for the Client's Project, will be charged at Abonmarche's current rates. Examples of reimbursable expenses include, but are not limited to: mileage, tests and analyses, special equipment services, postage and delivery charges, telephone and telefax charges, copying, printing, and binding charges, commercial transportation, meals, lodging, special fees, licenses, and permits. Subconsultant and outside technical or professional services will be charged on the basis of the actual costs times a factor of 1.15.
8. **Additional Services.** Additional services that may be provided pursuant to the Agreement or any subsequent modification of the Agreement will be authorized by written amendment signed on behalf of the Client and Abonmarche. Additional services performed by Abonmarche are subject to all Terms and Conditions and the Client will be responsible for payment. Should the Client, regulatory agency, or any public body or inspector direct modification or addition to services covered by this Agreement, including costs relating to the relationship between the Client and a third party i.e. punch lists, change orders, and disputes, the cost will be added to the agreed price. Requests for extra services should be made in writing via a change order, but nonetheless, Abonmarche is entitled to be paid for extra services provided whether or not it is in writing. Any services resulting in costs must be approved by client in advance.
9. **Underground Structures or Buried Utilities.** The Client is responsible for identification and location of all public and private buried structures on the Client's property and the Project site, such as, but not limited to, storage tanks and lines, or gas, water, sewer, electrical, phone, cable, or any other public or private utilities. It is agreed that Abonmarche is not responsible for accidental damage to utilities or underground structures, whether known, unknown or improperly located. The client shall be responsible for design fees if changes are necessary. Utility locating or marking services provided by Abonmarche are not substitutes for complying with the utility owner notification requirements or the locating services (811 systems) required prior to an excavation. Utilities shown as located by ground penetrating radar are approximate only. No excavation took place to verify the positions shown or to verify the type of utility (except as noted). Careful excavation is required for verification of the buried utility. The owner or customer assumes the risk of error and the actual location of the underground utility. Abonmarche is not providing any certification or guarantee regarding the exact location of any underground utility.
10. **Hazardous or Contaminated Materials/Conditions.** Abonmarche does not provide environmental services. As such, Client will advise Abonmarche, in writing and prior to the commencement of services, of all known or suspected hazardous or contaminated materials/conditions present at the site(s). Abonmarche and the Client agree that the discovery of unknown or unconfirmed hazardous or contaminated materials/conditions constitutes a changed condition that may require Abonmarche to renegotiate the scope of work or terminate its services. Abonmarche and Client also agree that the discovery of said materials/conditions may make it necessary for Abonmarche to take immediate measures to protect health, safety, and welfare of those performing services. Client agrees to compensate Abonmarche for any approved costs incident to the discovery of said materials/conditions. Client acknowledges that Abonmarche cannot guarantee that contaminants do not exist at a project site. Similarly, a site which is in fact unaffected by contaminants at the time of Abonmarche's surface or subsurface exploration may later, due to natural phenomenon or human intervention, become contaminated. Client waives any claim against Abonmarche, and agrees to defend, indemnify and hold Abonmarche harmless from any claims or liability for injury or loss in the event that Abonmarche does not detect the presence of contaminants through techniques commonly applied in the provision of their services.
11. **Underground Conditions.** Abonmarche shall have no responsibility for the identification of existing or unforeseen/differing underground conditions. The Contractor shall have sole responsibility for determining the nature of underground conditions and the means and methods of dealing with those conditions. Abonmarche is entitled to rely upon the information provided by geotechnical consultants and shall have no responsibility for

the accuracy or correctness of the data contained in the geotechnical reports.

12. **Site Access and Security.** With the exception of access rights that land surveyors are afforded by law, the Client will provide Abonmarche access to the Project site and the Client will be responsible for obtaining any necessary permission from any affected third-party property owners for use of their lands. The Client is solely responsible for site security.
13. **Consultants.** Abonmarche may engage Consultants at the request of the Client to perform services which are typically the Client's responsibility, such as surveys, geotechnical and environmental assessments. The Client agrees that Abonmarche will not be responsible for, or in any manner guarantee, the performance of services by the Consultants. The Client further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Abonmarche, its officers, directors, employees and subconsultants (collectively, Abonmarche) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from subsurface penetrations in locations authorized by the Client or from the inaccuracy or incompleteness of information provided to Abonmarche by the Client, except for damages caused by the sole negligence or willful misconduct of Abonmarche.
14. **Opinions of Cost.** Any opinions of probable construction cost and/or total project cost provided by Abonmarche will be on the basis of experience and judgment, but these are only estimates. Abonmarche has no control over market or contracting conditions and does not warrant that bids or ultimate construction or total project costs will not vary from such estimates.
15. **Ownership of Instruments of Service.** Abonmarche will remain the owner of all original drawings, reports, and other materials provided to the Client, whether in hard copy or electronic media form. The Client is authorized to use the copies provided by Abonmarche only in connection with the Project. Any other use or reuse by the Client for any purposes whatever will be at the Client's risk and full legal responsibility, without liability to Abonmarche and the Client will defend, indemnify, and hold Abonmarche harmless from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting there from.
16. **Electronic Media.** Copies of data, reports, drawings, specifications, and other materials furnished by Abonmarche that may be relied upon by the Client are limited to the printed copies (also known as hard copies) that are delivered to the Client pursuant to the services under this Agreement. Computer files of text, data, graphics, or of other types of electronic media are the sole possession of Abonmarche, unless specifically stated otherwise in an amendment to this Agreement. Any electronic media provided under this Agreement to the Client are only for the convenience of the Client. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk.
17. **Bonds and Permits.** The Client will be responsible for the adoption of any site access or right of way bonds that may be initiated on their behalf. At completion of Abonmarche's services, the Client will take responsibility and pay any ongoing bond or permit costs for any bonded or permitted services.
18. **Insurance.** Upon request, the Client and Abonmarche will each deliver to the other certificates of insurance evidencing their coverage. The Client will require the Contractor to purchase and maintain general liability, automobile liability, workers compensation and other insurance as specified in the Contract Documents and to cause Abonmarche and Abonmarche's employees

to be listed as additional insured with on a primary and non-contributory basis under the general liability and automobile insurance policies as respect to such liability and other insurance purchased and maintained by the Contractor for the Project. A certificate of insurance evidencing the additional insured and primary coverage status of Abonmarche under the General and Automobile liability from the Contractor shall be provided to Abonmarche.

19. **Third Party Invoicing.** If the Client directs Abonmarche to invoice third party payers, Abonmarche will do so, but the Client agrees to be ultimately responsible for Abonmarche's compensation until the Client provides Abonmarche with the third party's written acceptance of all terms of this Agreement and until Abonmarche agrees to the substitution.
20. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Abonmarche. Abonmarche's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Abonmarche because of this Agreement or performance or nonperformance of services hereunder. The Client and Abonmarche agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
21. **Suspension of Services.** In the event of non-payment or other breach by Client, Abonmarche will have the absolute right and without any liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Abonmarche shall resume services under this Agreement, and the schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Abonmarche to resume performance.
22. **Contractor's Work.** Abonmarche shall have no authority to direct or control the Work of the Contractor or to stop the Work of the Contractor. Abonmarche shall not be liable to any party for the failure of the Contractor to perform the Work consistent with the Plans and Specifications and applicable Codes and Regulations. Neither the performance of the services by Abonmarche, nor the presence of Abonmarche at a project construction site, shall impose any duty on Abonmarche, nor relieve the construction contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the construction work in accordance with the plans and specifications and any health or safety precautions required by any regulatory agencies or applicable law. Abonmarche and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the construction contractor shall be solely responsible for jobsite and worker safety.
23. **ADA and Code Compliance.** The Americans with Disabilities Act (ADA) provides that alterations to a facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are accessible to persons with disabilities. The Client acknowledges that the requirements of ADA will be subject to various and possibly contradictory interpretations. To the extent applicable, Abonmarche will use its reasonable professional efforts and judgement to interpret ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they may apply on the Project. Abonmarche does not warrant or guarantee that the Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local codes, rules, laws, ordinances, and regulations as they may apply to the Project. Client shall pay Abonmarche its customary hourly

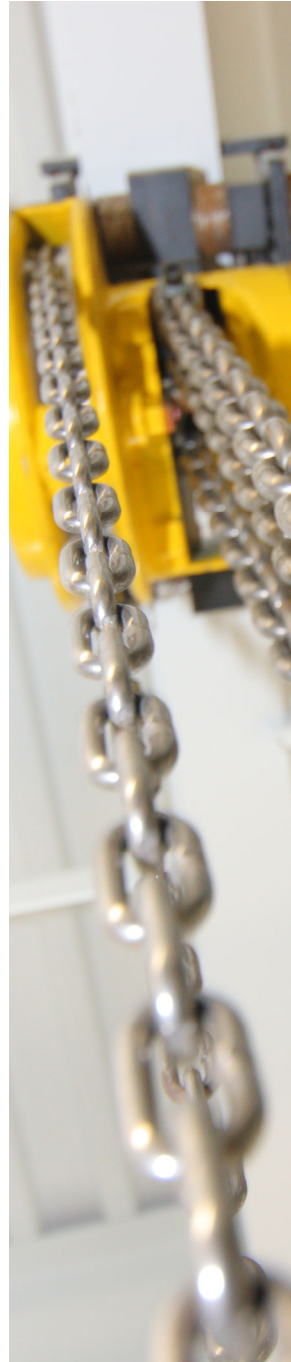
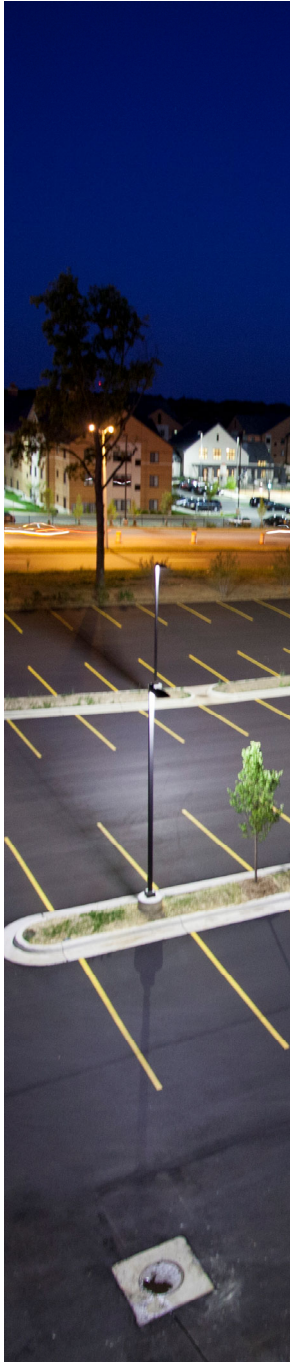
fees plus reimbursable expenses for any design changes made necessary by newly enacted laws, codes and regulations, or changes to existing laws, codes, or regulations after the date that this Agreement is executed.

24. **Notice of Lien Rights.** Abonmarche hereby notifies, and the Client acknowledges that Abonmarche has lien rights on the Client's land and property when Abonmarche provides labor and materials for Projects on the Client's land and the Client does not pay for those services except when the Client is a governmental agency and lien rights do not apply.
25. **Legal Expenses.** If Abonmarche brings a lawsuit against the Client to collect invoiced fees and expenses, the Client shall be legally liable to pay Abonmarche's expenses, including its actual attorney fees and costs.
26. **Contractor and Subcontractor Claims** The Client further agrees, to the fullest extent permitted by law, to limit the liability of Abonmarche and Abonmarche's officers, directors, partners, employees, shareholders, owners and subconsultants to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims and expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Abonmarche and Abonmarche's subconsultants to all those named shall not exceed \$50,000, or Abonmarche's total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.
27. **Consequential Damages.** The Client and Abonmarche waive consequential damages for claims, disputes, or other matters in question relating to services provided as a part of this Agreement, including for example, but not limited to, loss of business.
28. **Governing Law.** This Agreement will be deemed to have been made in the location where the services are performed, and shall be governed by and construed in accordance with the laws of that state.
29. **Exclusive Choice of Forum.** Each party irrevocably and unconditionally agrees that it will not bring any action, litigation, or proceeding against any other party in any way arising from or relating to this Agreement in any forum other than the courts of the state and county where the work is performed. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of those courts and agrees to bring any such action, litigation, or proceeding only in those courts. Each party agrees that a final judgment in any such

action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

30. **Considerations.** The successors, executors, administrators, and legal representatives of the Client and Abonmarche are hereby bound onto the other with respect to the covenants, Agreements, and obligations of this Agreement.
31. **Acts of God.** Neither the Client nor Abonmarche will have any liability for nonperformance caused in whole or in part by causes beyond Abonmarche's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.
32. **Termination.** Either the Client or Abonmarche may terminate this Agreement by giving ten (10) days written notice to the other party. In such an event, the Client will pay Abonmarche in full for all services previously authorized and performed prior to the effective date of the termination, plus (at the discretion of Abonmarche) a termination charge to cover finalization of services necessary to bring ongoing services to a logical conclusion. Such charge will not exceed thirty (30) percent of all charges previously incurred. Upon receipt of such payment, Abonmarche will return to the Client all documents and information that are the property of the Client. If the Client fails to make payment to Abonmarche in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Abonmarche.
33. **Severability.** In the event that one or more provisions contained in this Agreement are declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement shall not be affected or impaired.
34. **Dispute Resolution.** Any claims or disputes made during design, construction or post-construction between the Client and Abonmarche shall be submitted to non-binding mediation. The Client and Abonmarche agree to include a similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The mediation shall be governed by the then current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall be a condition precedent to the initiation of any other dispute resolution process, including court actions.
35. **Entire Agreement.** This Agreement contains the entire agreement between the parties and there are no agreements, representations, statements, or understandings which have been relied on by the parties which are not stated in this Agreement.

End of Agreement



PUBLIC SERVICES BUILDING HEATING, VENTILATION AND LIGHTING REPLACEMENT PROFESSIONAL SERVICES

December 18, 2024

December 18, 2024

Selection Committee
City Hall
323 W. Michigan Ave.
Marshall, MI 49068

**Subject: Proposal for Professional Services
Public Services Building, Heating, Ventilation, and Lighting Replacement**

Dear Selection Committee:

Abonmarche Byce is pleased to present this proposal for professional services to the City of Marshall, Public Services Building, Heating, Ventilation, and Lighting Replacement. Our firm has almost 45 years of experience working in communities throughout Michigan and Indiana with a well established track record of planning and designing projects that create a sense of place and identity for a community.

As you will see from our relevant project experience and staff qualifications, Abonmarche Byce is highly qualified to provide professional services for the City of Marshall. Additionally, Abonmarche Byce has provided design, planning and engineering services for numerous local, and state government clients including city and counties.

We trust you will find our proposal complete and representative of the project scope and our abilities to assist you with the Public Services Building, Heating, Ventilation, and Lighting Replacement. Abonmarche Byce in-house team of multi-disciplinary professionals will provide architecture, mechanical, electrical and structural engineering design, documentation and project leadership for successful completion of this project.

Thank you for inviting us to submit this proposal. We look forward to the opportunity. If you have any questions or need additional information, please contact me by phone at 269.381.6170 or via email at trichardson@abonmarche.com.

Sincerely,



Alex Newman
Chief Operating Officer



Trevor Richardson, PE
Project Manager/Mechanical Engineer



Firm Overview

The best professional service consultants are **visionaries**, looking years - even decades - beyond today's world to determine what physical structures and systems will be needed, and where. Visionaries help to **create great places**, and great places do great things. As design professionals, we are also stewards of both natural and created environments. We strive to integrate conservation including stormwater, alternative materials, and energy-saving technology into infrastructure and building planning and execution.

At Abonmarche, our reputation is built on **trust, passion, reliability, and quality**. We are committed to exceed the specific needs of each client, which has established an outstanding portfolio of referrals. We work closely with our clients to understand what they need to accomplish and what they hope to achieve. We put our expert technical and creative skills to work to help them create a great place. We undertake every project with our client's best interests in mind and truly seek to become **partners** during the course of the project. Our business strategy is centered upon building **long-term client relationships**. During our proud history, we have attracted and retained clients by focusing on client satisfaction and providing value added services.

Abonmarche's **tradition of service** dates back to 1979, when our company was first founded in Southwest Michigan, to provide clients with professional services that meet their planning and development needs. One of the reasons our clients choose to work with us is our **reputation as a one-stop shop** - no matter what the task, we have the resources, experience and capacity to deliver the needed services that result in impactful, sustainable projects. With almost **45 years of experience**, Abonmarche has become a premier provider of a wide array of professional services, providing superior customer value, and **improving communities** for a variety of private- and public-sector clients.

In 2023, Abonmarche joined forces with Byce & Associates, Inc. to form **Abonmarche Byce**. For over **60 years**, Byce & Associates, Inc. has provided design, engineering, and project management services to local, regional and national clients. The firm's Professional Architectural and Engineering services encompass from initial Facility Assessments, Planning, Project Studies, and Master Plans, to full scale, full service Architecture and Engineering services. Project experience includes a strong emphasis in local, county, and state governmental related projects, industrial, institutional, healthcare, correctional, educational, and commercial facilities. By combining the expertise of these two firms along with our **shared values** towards building sustainable community and customer service, the **Abonmarche Byce** team is committed to a **high level of project delivery and customer satisfaction**.



The City of Marshall is seeking the professional architectural and engineering services of a qualified and licensed professional service firm to provide design and engineering to assist with the heating, ventilation, and lighting systems for the Public Safety Garage and the heating system in Power Plant #2.

- Task 1: Existing lighting will be replaced with in the garage/warehouse with new fixtures that will provide occupancy sensors within the space to operate based on people within the spaces with emergency lighting provided as needed. Onsite measuring of existing lighting levels will be measured and reviewed versus code and new adequate lighting will be provided based on fixtures approved by the owner.
- Task 2: New heating equipment will be provided for the garage/warehouse with new gas fired units and exhaust to bring the ventilation rate up to code. The placement and options will be reviewed with the owner for the best options and coordinated with the operation of the building. Infrared heated tube heaters will be reviewed based on height of equipment and provided where possible. Otherwise the existing systems will be replaced to provide heat as required. The powerhouse will have the electric unit heaters replaced with either gas heaters or tube heaters if it can be coordinated with the overhead crane.
- Task 3: Construction Administration and oversight will be provided and coordinated with the contractor and owner. All items will be reviewed on site and field reports and punch list will be provided and reviewed for completion and to the owners satisfaction.
- We will provide on site review meetings at the 50% and 90% design checkpoints. We will also provide review and coordination of post bid interviews and provide a recommendation letter for the best choice based on the scope of services and best options for the owner.



FORT CUSTER MAINTENANCE FACILITY

AUGUSTA, MICHIGAN

This Field Maintenance Shop program for the Michigan National Guard called for an approximately 30,000 square foot, single-story building with a mechanical/electrical mezzanine. This type of building for the Army serves two primary functions that have very distinct building operating systems and characters; maintenance shop, office area. The owner's requirements included meeting strict site and building envelope requirements in order to meet the defense standards against possible attack. The building also is registered and achieved as USGBC Silver LEED certification.

The project was awarded through a design-build approach. The awarded contractor as well as his selected sub-contractor needed to all work as a team to assure that all of the owner's program requirements were being met. The project required local governmental review as well as review and approval from the National Guard Bureau. The design challenge included the combination of meeting the defense requirements and the energy conservation requirements in order to achieve a Silver Level USGBC certification. The challenge was complicated in that the program square footage need to be maintained from the time of contract award within small tolerances; deviation was not allowed. The building mechanical and electrical systems needed to align with other systems that the local military base are familiar with and that local personnel will be able to maintain.

CLIENT

Michigan National Guard

HIGHLIGHTS

- Secure Facility
- Multiple Truck Bays
- Employee Lockers
- Employee Breakroom
- Multi-Use Facility





MAINTENANCE SHOP BUILDING HVAC UPGRADE

KALAMAZOO, MICHIGAN

Abonmarche Byce provided mechanical and electrical engineering services for the HVAC upgrade of the Kalamazoo County Maintenance Shop Building in Kalamazoo, Michigan.

The scope included designing a complete HVAC replacement to modify the existing 7,800 square foot space, converting the animal services group building into an office area for the Kalamazoo County staff members. This HVAC system upgrade includes a new air handling unit with variable air volume terminal units, new hydronic unit heaters, new hydronic cabinet heaters, as well as new ventilation fans. Electrical engineering services related to the new HVAC system and all its mechanical equipment were also provided.

CLIENT

Kalamazoo County Department of Buildings & Grounds

HIGHLIGHTS

- Air Handling System Replacement
- Existing Hydronic Piping Modifications
- Electrical Engineering
- Ventilation Modifications





MAINTENANCE & COLD STORAGE FACILITY

COOPERSVILLE, MICHIGAN

The scope of this project included the design and construction of three buildings on an undeveloped 25-acre parcel of property. The final design developed 10 acres of the property, reserving adequate area with road frontage for future development or sale, and open area for natural storm water mitigation and possible future development. Site development included providing all utility services to the former farmland parcel.

Phase I included the 80' x 150' Salt Storage Building which is constructed with 16' tall reinforced concrete push walls and wood framing to a plate height of 32'. The roof framing is 80' clear span wood trusses. The building is designed with oversized door openings that allow for pull-through dump trailer traffic, and the story height allows the dump trailers to fully lift the bed of the delivery trailer and front-end loader filling of salt trucks.

Phase II consisted of the construction of the Cold Storage Building and Office/Maintenance/Garage Building. The Cold Storage Building is a 9,100 s.f., unconditioned, single sloped pre-engineered metal building with 20' low eave height. The exterior walls are constructed with reinforced push walls to 4' above finished floor. The building is equipped with 16' x 14' overhead doors to allow for pull-through traffic.

CLIENT

Ottawa County Road Commission

CONSTRUCTION COST

\$8.9 Million

HIGHLIGHTS

- Cold Storage Facility
- Office
- Maintenance Garage
- Salt Storage





VIKING-CIVES GREAT LAKES MANUFACTURING FACILITY

BATTLE CREEK, MICHIGAN

Abonmarche Byce provided Architectural, Engineering, and Interior Design Services for the new Viking-Cives Great Lakes Manufacturing Facility in Battle Creek, Michigan.

This multi-phase project involves a series of pre-engineered, steel-framed, metal-skinned industrial buildings totaling 91,400 square feet situated on 41.2 acres. The purpose is to meet corporate standards and accommodate manufacturing and material handling processes. Two of the buildings comprise approximately 12,000 square feet of office space, a 42,000 square feet fabrication shop, a 5,000 square feet Blast & Paint area, 9,400 square feet of warehouse space, a 19,000 square feet installation area, and 4,000 square feet of assembly and site development work. This includes material lay down and storage areas, vehicle circulation areas, and employee parking.

CLIENT

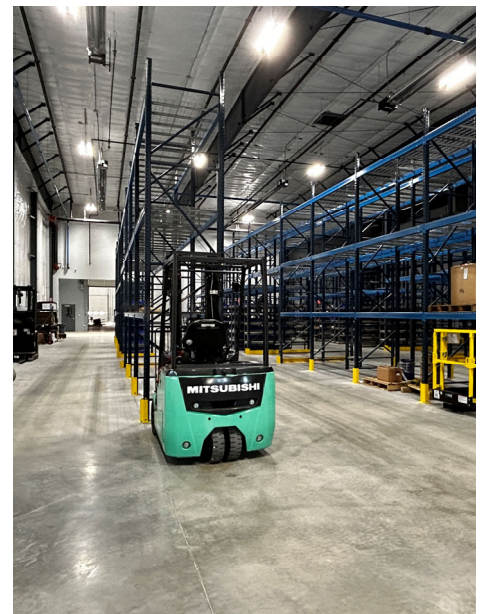
Viking-Cives Great Lakes

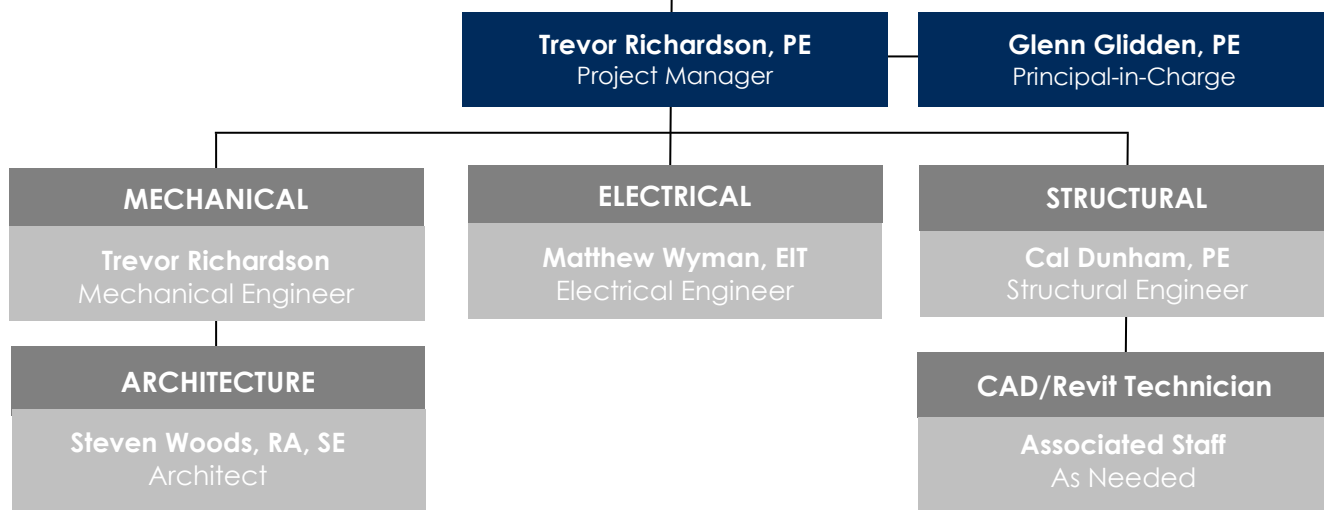
SQUARE FEET

91,400

HIGHLIGHTS

- Pre-Engineered, Steel Framed Manufacturing Facility
-





**EDUCATION**

Western Michigan University
Bachelor of Science in
Mechanical Engineering

REGISTRATION

Professional Engineer
Licensed: Michigan, Indiana,
North Carolina, Iowa

LEED Accredited Professional

Green Globes Professional
(GGP) Certification

National Council of Examiners
for Engineering and Surveying
(NCEES) Certified

PROFESSIONAL MEMBERSHIPS

American Society of Heating,
Refrigerating and Air
Conditioning Engineers
(ASHRAE)

West Michigan Chapter
Governor - 2018
President - 2017
President Elect. - 2016
Treasurer - 2015
Secretary - 2014

U.S. Green Building Council
(USGBC)

S. W. Michigan Sustainable
Business Forum (SWMSBF)

LARA Board of Boiler Rules,
Board Member

GLENN GLIDDEN, PE, LEED AP BD+C, GGP

PRINCIPAL-IN-CHARGE / SENIOR MECHANICAL ENGINEER

Glenn has been with Abonmarche Byce for 16 years and serves as the Kalamazoo Mechanical & Electrical Engineering Director. Leading the planning and designing of mechanical engineering projects. He is responsible for project schedules and timely completion of projects ranging from small, less complex, to full scale. Mr. Glidden prepares and/or modifies reports, specifications, plans, construction schedules and project design. He has experience working with both the private and public sector in commercial, educational, governmental and institutional developments.

AREAS OF EXPERTISE:**INDUSTRIAL/MANUFACTURING**

- Agracel, Inc., Building Renovation
- American Axle Manufacturing, Inc., Cooling Tower & Pumping Station
- Bell's Brewery, Inc., Canning Building Addition
- Bell's Brewery, Inc., New Bottling Hall
- Bell's Brewery, Inc., New Logistics Center
- Best Way Landfill, New Truck Maintenance Building
- Caron Engineering, New 80'x70' Office & Shop Building
- DENSO Manufacturing Michigan, New Tech Training Center, Battle Creek, MI
- Duncan Aviation, Paint Hangar 4 & 6 Renovation
- Duncan Aviation, Two-Story Addition
- Eaton Corporation, Technical Building Lab Renovations
- Fabri-Kal Corporation, Warehouse Expansion, Kalamazoo, MI
- Fort Custer Training Center, Maintenance Facility, Battle Creek, MI
- Green Bay Packaging, Warehouse Addition
- Hapman Conveyors, Building Expansion
- Impact Label, New Printing & Production Office
- Imperial Beverage, Building Renovations, Kalamazoo, MI
- JBS Packerland USA, Wastewater Treatment Plant
- J. Rettenmaier USA LP, Building #5 Expansion, Schoolcraft, MI
- Kalsec, Inc., New Pilot Plant, Kalamazoo, MI
- Midlink Business Park, New Fire Pump Installation Study
- PRAB, Inc., New Lab, Comstock Township, MI
- Sekisui Voltek, LLC., Endeavor Building, Battle Creek, MI
- Sekisui Voltek, LLC., Laboratory & Offices Addition & Renovations
- Sofidel America, Building Expansion, Circleville, OH
- Uniform Color Company, New Manufacturing Facility
- Viking-Cives Great Lakes, New Manufacturing Facility, Battle Creek, MI

VARIOUS PROJECT EXPERIENCE

- Advia Credit Union, New Corporate Headquarters & Retail Facility
- Central Michigan University - Woldt Hall, Sanitary Sewer Replacement
- Fort Custer Training Center, Maintenance Facility, Battle Creek, MI
- Kalamazoo Valley Community College, Redwood Building Renovations
- Mt. Zion Baptist Church, The Legacy Senior Living Development
- River's Edge, Residential Mixed-Use Development, Kalamazoo, MI
- The Creamery, Mixed-Use Development, Kalamazoo, MI
- The Exchange, Mixed-Use Development, Kalamazoo, MI
- 2700 West, Mixed-Use Development, Kalamazoo, MI

**EDUCATION**

Western Michigan University
Bachelor of Science in
Mechanical Engineering

REGISTRATION

Professional Engineer
Licensed: Michigan

PROFESSIONAL MEMBERSHIPS

American Society of Heating,
Refrigerating and Air
Conditioning Engineers
(ASHRAE), West Michigan
Chapter Member

American Society of Plumbing
Engineers (ASPE), West
Michigan Chapter Member

TREVOR RICHARDSON, PE**PROJECT MANAGER/MECHANICAL ENGINEER**

Trevor, a graduate of Western Michigan University, has been with Abonmarche Byce for 7 years and serves as a Mechanical Engineer. He assists in the analysis of reports, drawings, tests, and field work for mechanical projects. Trevor assists in the preparation of reports, specifications, plans, and construction documents for various projects.

AREAS OF EXPERTISE:**INDUSTRIAL/MANUFACTURING**

- Bell's Brewery, Inc., Variety Pack Equipment Install
- Caron Engineering, New 80'x70' Office & Shop Building
- Clemens Food Group, Wastewater Treatment Plant Upgrades, Hatfield, PA
- DENSO Manufacturing Michigan, DMMI Test Room Addition, Battle Creek, MI
- Duncan Aviation, New Burn Lab
- Eaton Corporation, Customer Experience Center
- Eaton Corporation - Technical Building, Lab Renovations
- Kalsec, Inc., New Pilot Plant, Kalamazoo, MI
- Kalsec, Inc., New Warehouse Facility, Kalamazoo, MI
- Kotobuki Seating International, Inc., Warehouse Addition
- Midlink Business Park, Loading Dock Addition, Kalamazoo, MI
- Midlink Business Park, New Fire Pump Installation Study, Kalamazoo, MI
- Newell Brands, Design Center Expansion, Kalamazoo, MI
- Savencia Cheese USA, Wastewater Treatment Facility Upgrades
- Sekisui Voltek, LLC., Endeavor Building, Battle Creek, MI
- Sekisui Voltek, LLC., Laboratory & Offices Addition & Renovations
- Viking-Cives Great Lakes, New Manufacturing Facility, Battle Creek, MI
- Viking Group, Inc., New Headquarters Facility, Caledonia, MI

VARIOUS PROJECT EXPERIENCE

- Advia Credit Union, New Corporate Headquarters & Retail Facility
- Comerica Building, Snow-Melt Streetscape, Kalamazoo, MI
- Ecumenical Senior Center, Renovation & Addition, Kalamazoo, MI
- El Concilio, Offices, Pre-School, & Community Center Expansion & Renovation
- Ferris State University, New BIT Lab, Big Rapids, MI
- Heritage Community of Kalamazoo, Memory Care Learning Center
- Kalamazoo Nature Center, Zero Net Energy Business Pilot Program
- Kalamazoo Valley Community College, Redwood Building Renovations
- Kingdom Sports Indoor Center, New Daycare Center
- Lyster Exteriors, Office Renovations, Kalamazoo, MI
- Madison District Public Schools, 2021 Bond Improvements
- Michigan Building, Snow-Melt Streetscape, Kalamazoo, MI
- Mt. Zion Baptist Church, The Legacy Senior Living Development, Kalamazoo, MI
- Portage Zhang Senior Center, New Facility, Portage, MI
- State of Michigan, Kalamazoo Psychiatric Hospital, Water Study
- The Creamery, Mixed-Use Development, Kalamazoo, MI
- The Salvation Army Building, Niles, MI
- United Brotherhood of Carpenters Michigan Regional Council of Carpenters, Apprentice Training Center, Marquette, MI
- United Brotherhood of Carpenters Michigan Regional Council of Carpenters, Union Hall & Apprentice Training Center, Wayland, MI

**EDUCATION**

Western Michigan University
Bachelor of Science in
Electrical Engineering
Minor in Mathematics

REGISTRATION

Engineer in Training (EIT)

PROFESSIONAL MEMBERSHIPS

Michigan Society of
Professional Engineers (MSPE)
Southwest MI Chapter
Secretary - 2022-2023
Vice President - 2023-
2024

MATTHEW WYMAN, EIT**ELECTRICAL ENGINEER**

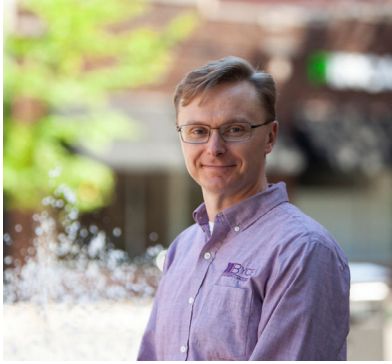
Matthew has been with Abonmarche Byce for 8 years and serves as an Electrical Engineer, contributing to the analysis of reports, drawings, tests, and fieldwork related to electrical projects. Matthew plays a key part in preparing comprehensive reports, specifications, plans, and construction documents. His professional experience extends across a diverse range of projects, including those in the government, education, correctional, industrial, and commercial sectors.

AREAS OF EXPERTISE:**INDUSTRIAL/MANUFACTURING**

- American Axle Manufacturing, Inc., Cooling Tower & Pumping Station
- Bell's Brewery, Inc., North Cooler Building Renovation
- Best Way Landfill, New Truck Maintenance Building
- Cargo Heavy Duty, Truck Service
- Caron Engineering, New 80'x70' Office & Shop Building
- Clemens Food Group - Pork Processing Facility, Wastewater Treatment Plant, Coldwater, MI
- Clemens Food Group, Wastewater Treatment Plant Upgrades, Hatfield, PA
- DENSO Manufacturing Michigan, New Tech Training Center, Battle Creek, MI
- Eaton Corporation - Administration Building, Renovations
- Eaton Corporation - Technical Building, Lab Renovations
- Green Bay Packaging, Warehouse Addition
- J. Rettenmaier USA LP, Building #5 Expansion, Schoolcraft, MI
- J. Rettenmaier USA LP, Shipping Office Remodel, Schoolcraft, MI
- Kalsec, Inc., Farmhouse Daycare Center, Kalamazoo, MI
- Kalsec, Inc., New Pilot Plant, Kalamazoo, MI
- Kalsec, Inc., Site Master Plan, Kalamazoo, MI
- Kotobuki Seating International, LLC., Warehouse Addition
- Midlink Business Park, CHEP Office Addition, Kalamazoo, MI
- Newell Brands, Design Center Expansion, Kalamazoo, MI
- PRAB, Inc., New Lab, Comstock Township, MI
- Sekisui Voltek, LLC., Endeavor Building
- Sekisui Voltek, LLC., Laboratory & Offices Addition & Renovations
- Tri Star Molding, Building Expansion
- Viking-Cives Great Lakes New Manufacturing Facility
- Viking Group, Inc., New Headquarters Facility, Caledonia, MI

VARIOUS PROJECT EXPERIENCE

- Advia Credit Union, New Corporate Headquarters & Retail Facility
- Comerica Building, Snow-Melt Streetscape, Kalamazoo, MI
- FEMA Corporation, New Office Addition, Portage, MI
- Kalamazoo College, Campus Wide Electrical Upgrades
- Kalamazoo Nature Center, Zero Net Energy Business Pilot Program
- Kalamazoo Valley Community College, Redwood Building Renovation
- Lyster Exteriors, Office Renovations, Kalamazoo, MI
- Mt. Zion Baptist Church, The Legacy Senior Living Development, Kalamazoo, MI
- The Creamery, Mixed-Use Development, Kalamazoo, MI
- The Exchange, Mixed-Use Development, Kalamazoo, MI
- River's Edge, Residential Mixed-Use Development, Kalamazoo, MI
- WWMT Television Studio, Electrical Upgrades, Kalamazoo, MI



CAL DUNHAM, PE

SENIOR STRUCTURAL ENGINEER

Bringing over a decade of expertise to Abonmarche Byce, Cal excels as a seasoned Structural Engineer. His proficiency lies in the meticulous engineering design and construction of diverse facilities, spanning industrial, commercial, educational, and institutional sectors. He orchestrates the planning, design, and direction of engineering projects, taking on responsibilities as a project manager, project engineer, and designated client contact. His extensive experience encompasses structural framing and foundations across a spectrum of project types, showcasing a commitment to delivering excellence in every endeavor.

EDUCATION

Michigan Technological University
Bachelor of Science in Civil Engineering

Michigan Technological University
Bachelor of Science in Electrical Engineering

REGISTRATION

Professional Engineer
Licensed: Michigan

PROFESSIONAL MEMBERSHIPS

American Society of Civil Engineers (ASCE)

American Institute of Steel Construction (AISC)

Structural Engineers Association of Michigan (SEAMI)

U.S. Green Building Council (USGBC)

S.W. Michigan Sustainable Business Forum (SWMSBF)

AREAS OF EXPERTISE:

TOWNSHIP/CITY/COUNTY

- Berrien County Jail Intake Renovation & Expansion
- Branch County New Jail & Sheriff's Office
- City of Kalamazoo Wastewater Reclamation Plant Lab Renovation
- City of Litchfield Community Pool Upgrade & Splash Pad
- Delta County New Jail & Sheriff's Office Renovation
- Eaton County Youth Facility Building Expansion
- Harrison County Justice Center
- Kalamazoo County Gull Road Courthouse Cooling Tower Replacement
- Kalamazoo County Jail Renovations & Additions
- Kalamazoo Township, Township Office HVAC Upgrade
- Mecosta County Jail Dorm Renovation
- Niles Department of Public Works Tornado Damage Rebuild
- Okeechobee County Jail Renovations & Additions
- Portage Zhang Senior Center, New Facility, Portage, MI
- Tekonsha Township Fire Department Design
- West Bloomfield Township Lily Pad Springs Splash Pad & Park
- Wexford County Jail Building Envelope Assessment

STATE OF MICHIGAN

- State of Michigan - Central Michigan Correctional Facility, Emergency Generator & ATS Replacement
- State of Michigan - Coldwater State Police Post, Boiler Replacement
- State of Michigan - Gus Harrison Correctional Facility, Emergency Generators
- State of Michigan - Huron Valley Correctional Facility, Sally Port Security Improvements
- State of Michigan - Jackson Complex, Energy Performance Project
- State of Michigan - Milan Federal Correctional Institute, Steam & Pipe Condensate System Replacement

VARIOUS PROJECT EXPERIENCE

- Advia Credit Union New Corporate Headquarters & Retail Facility
- FEMA Corporation New Office Addition
- Midlink Business Park, New Fire Pump Installation, Kalamazoo, MI
- Mt. Zion Baptist Church The Legacy Senior Living Development
- River's Edge Residential Mixed-Use Development
- Sofidel Expansion, Circleville, Ohio
- The Exchange Mixed-Use Development, Kalamazoo, MI
- Viking-Cives Great Lakes New Manufacturing Facility



STEVEN WOODS, SE, RA, NCARB, GGP, GPCP

SENIOR ARCHITECT / STRUCTURAL ENGINEER

Steven's educational complement of a Masters of Architecture with a concentration in Structures has made him a valuable addition to the Abonmarche Byce team for the past 16 years. He has over 10 years of experience in the analysis, design and graphic implementation of drawings, plans, 3-D renderings, and models. Mr. Woods has a vast experience in governmental, institutional, educational, and commercial developments.

AREAS OF EXPERTISE:

INDUSTRIAL/MANUFACTURING

- Agracel, Inc., Building Renovation
- Bell's Brewery, Inc., Bio-Energy Building
- Bell's Brewery, Inc., New Bottling Hall
- Bell's Brewery, Inc., New Logistics Center
- Bell's Brewery, Inc., Variety Pack Equipment Installation
- Clemens Food Group - Pork Processing Facility, Wastewater Treatment Plant, Coldwater, MI
- Clemens Food Group, Wastewater Treatment Plant Upgrades, Hatfield, PA
- DENSO Manufacturing Michigan, New Tech Training Center, Battle Creek, MI
- DENSO Manufacturing Michigan, Test Lab Study, Battle Creek, MI
- Eaton Corporation - Administration Building, Front Entry Improvements Study
- Eaton Corporation - Technical Building, New 8D Lab
- Fort Custer Training Center, New Maintenance Facility
- Green Bay Packaging, Warehouse Addition
- J. Rettenmaier USA LP, Warehouse Expansion, Schoolcraft, MI
- Kalamazoo/Battle Creek International Airport, Hangar Feasibility Study
- Kalsec, Inc., New Pilot Plant, Kalamazoo, MI
- Kalsec, Inc., New Warehouse Facility, Kalamazoo, MI
- Kalsec, Inc., Site Master Plan
- Midlink Business Park, Loading Dock Addition, Kalamazoo, MI
- Newell Brands, Design Center Expansion, Kalamazoo, MI
- Newell Brands, New Design Center, Kalamazoo, MI
- Parker Hannifin Corporation, Mezzanine Structural Assessment
- PRAB, Inc., Office Addition & Renovation, Comstock Township, MI
- Sekisui Voltek, LLC., Endeavor Building, Battle Creek, MI
- Sekisui Voltek, LLC., Extruder 8 Equipment Services Study
- USG Corporation - Otsego Facility, Floor Framing Study
- Viking-Cives Great Lakes, New Manufacturing Facility, Battle Creek, MI
- Viking Group, Inc., New Corporate Headquarters Facility, Caledonia, MI

VARIOUS PROJECT EXPERIENCE

- FEMA Corporation, New Office Addition, Portage, MI
- Kalamazoo Nature Center, Camp Facilities Upgrade
- Portage Zhang Senior Center, New Facility, Portage, MI
- River's Edge, Residential Mixed-Use Development, Kalamazoo, MI
- The Creamery, Mixed-Use Development, Kalamazoo, MI
- The Exchange, Mixed-Use Development, Kalamazoo, MI
- United Brotherhood of Carpenters Michigan Regional Council of Carpenters, Union Hall & Apprentice Training Center, Wayland, MI
- West Bloomfield Township, Lily Pad Springs Splay Pad & Park

EDUCATION

University of Illinois
Masters of Architecture

Ball State University
Bachelor of Science in
Architecture

REGISTRATION

Registered Architect: Michigan

Professional Structural Engineer
License: Illinois

Green Globes Professional

NCARB Certified Architect

Guided Principals Compliance
Professional

PROFESSIONAL MEMBERSHIPS

U.S. Green Building Council
(USGBC)

S.W. Michigan Sustainable
Business Forum (SWMSBF)

CONTACT

306 S. Kalamazoo Mall
Kalamazoo, MI 49004
269.381.6170
swoods@abonmarche.com



Proposed Professional Fees

Fee Breakdown:

Task One: Lighting.....	\$ 7,500.00
Task Two: Heating	\$ 15,000.00
Task Three: Construction Administration	\$ 2,500.00
Total Proposed Fee	\$ 25,000.00

Proposed Reimbursable Expenses

Reimbursable expenses, the actual costs incurred directly or indirectly for the Client's Project, will be charged at Abonmarche's current rates.

Examples of reimbursable expenses include, but are not limited to:

- Mileage
- Tests and analyses
- Special equipment services
- Postage and delivery charges
- Telephone and telefax charges
- Copying, printing, and binding charges
- Commercial transportation
- Meals
- Lodging
- Special fees, licenses, and permits.
- Subconsultant and outside technical or professional services will be charged on the basis of the actual costs times a factor of 1.15.

ITEM: 12.B

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Kevin Maynard, Director of Electric Utilities
Christy Ramey, Assistant to the Electrical Director
DATE: February 18, 2025
SUBJECT: **INTERCONNECTION FACILITIES AGREEMENT - METC**

The City of Marshall has an Interconnection Facilities Agreement in place with the Michigan Electric Transmission Company (METC) of Novi, Michigan. This Interconnection Agreement provides the terms and conditions under which METC provides interconnection of its high voltage transmission system with the City of Marshall electric distribution system.

Currently, there are two such Interconnection Agreements in place between the parties—one executed in 2010 and the second in 2016—covering interconnection of the City's Pearl Street Substation and Brewer Street Substation with the METC/ITC transmission system.

Completion of the Brooks Substation last year added a third interconnection point between the Marshall electric system and METC, necessitating a revision to the existing Interconnection Agreements.

All three interconnection points are included in the attached new Interconnection Facilities Agreement between METC and the City.

This agreement has been reviewed by staff, by Public Utility Consultant Courtney & Associates and by electric industry attorney John Coyle of Duncan & Allen. All of our questions and concerns have been addressed.

BUDGET IMPACT:

The agreement provides the structure for how the City's interconnections with METC are operated. It includes no financial considerations. There is no anticipated budget impact associated with the updated Interconnection Agreement.

RECOMMENDATION:

Approve the execution of the attached Interconnection Facilities Agreement Between Michigan Electric Transmission Company, LLC, and the City of Marshall and authorize the City Manager and City Clerk to sign the necessary documents.

INTERCONNECTION FACILITIES AGREEMENT
BETWEEN
MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC
AND
CITY OF MARSHALL

This INTERCONNECTION FACILITIES AGREEMENT, herein termed "Agreement", is made and entered into as of the ____ day of _____, 2025 between **MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC**, a Michigan Limited Liability Company, 27175 Energy Way, Novi, Michigan, herein termed "METC", and **CITY OF MARSHALL**, a Michigan home rules city, 323 West Michigan Avenue, Marshall, Michigan 49068, herein termed "CUSTOMER". METC and CUSTOMER are sometimes referred to individually as "Party" and collectively as "Parties" where appropriate.

WHEREAS, METC is in the business of electricity transmission and CUSTOMER is in the electric utility business whereby METC and CUSTOMER have, over the course of time, entered into diverse interconnection agreements for various Points of Interconnection (as defined in **Section 1**) of each's facilities.

WHEREAS, the Parties have a new Point of Interconnection known to the Parties as Brooks, necessitating a new interconnection agreement.

WHEREAS, METC and CUSTOMER, for the purpose of consolidating all the interconnection agreements between them, intend to replace and supersede in entirety each of the following interconnection agreements listed below ("Interconnection Agreements") with this Agreement:

- i. Interconnection Facilities Agreement last executed October 13, 2016 (Brewer Street-Verona);
- ii. Amended and Restated Marshall Facilities Agreement between Michigan Electric Transmission Company, LLC and Michigan South Central Power Agency dated October 15, 2010.

WHEREAS, METC and CUSTOMER intend to replace the Interconnection Agreements in their entirety with this Agreement to govern the ownership and operation of the Parties' facilities and equipment at the connections identified in **Appendix A** to this Agreement and the

interconnected operation of their respective electric utility systems for the purposes, among others, of (a) describing all the Interconnection Facilities (as defined below), the ownership thereof, that shall be used in establishing the Interconnection Facilities and the obligations and rights of each of the Parties with respect to procurement, installation, operation and maintenance of such facilities, and (b) describing other procedures that are necessary to maintain safety, reliability and integrity of the Interconnection Facilities, METC's system and CUSTOMER's system as a result of establishing the Interconnection Facilities.

NOW, THEREFORE, in consideration of their respective rights, obligations and commitments set forth herein, and intending to be legally bound hereby, the Parties covenant and agree as follows:

SECTION 1. DEFINITIONS

In addition to those terms defined throughout this Agreement, the following terms apply:

1.1 “Interconnection Facilities” are the equipment and other facilities installed and owned by a Party on its respective side of a Point of Interconnection, which are necessary to interconnect the METC transmission system and Customer’s system, including protection and control devices, metering equipment and all other necessary connection, switching, transmission, distribution, safety, engineering, communication and administrative facilities.

1.2 “Point of Interconnection” or (“POI”) is the point at which METC’s owned transmission system ends, and Customer’s ownership of the Customer’s system begins, as represented and described in each interconnection description included in **Appendix A**.

SECTION 2. PURPOSE AND SCOPE

2.1 Purpose and Scope

The purpose of this Agreement is to set forth the terms and conditions for the interconnection, operation, and maintenance of the METC transmission system and the Customer system and the coordination between the Parties relating thereto. This Agreement supersedes and replaces, in their entirety, the Interconnection Agreements identified and defined above.

SECTION 3. INTERCONNECTION FACILITIES; APPENDIX A

3.1 Identification

Each existing Point of Interconnection is provided for in a respective appendix to this Agreement under **Appendix A**. Each additional Point of Interconnection shall become, by inclusion in **Appendix A**, by the mutual agreement of each Party to the Point of Interconnection, an addition to this Agreement without further modification or amendment thereof. The appropriate geographical reference, a description of the facilities and any applicable special terms and conditions shall be stated in the Point of Interconnection description in the respective appendix. Notwithstanding this **Section 3.1**, the Parties shall communicate in good faith to periodically update regulatory filings to reflect the current Points of Interconnection added from time to time to **Appendix A**.

3.2 Future Changes

In the event future changes in either (i) design or operation of CUSTOMER's system, (ii) Federal, state or local laws, applicable regulations or codes, or (iii) the design or operation of METC's system, later necessitate additional facilities or modifications to the then existing Interconnection Facilities herein, the Parties shall undertake such additions or modifications as may be necessary.

3.2.1 Before undertaking such future additions or modifications, the Parties shall consult with each other, develop plans and coordinate schedules of activities.

3.2.2 The cost of such future additions or modifications to the Interconnection Facilities shall be borne by the Party requiring the additions or modifications, unless agreed otherwise at the time.

3.2.3 The ownership, operation and maintenance responsibilities for any such future additions or modifications shall be made consistent with the responsibilities allocated in this Agreement.

3.3 CUSTOMER's Interconnection Facilities

CUSTOMER's Interconnection Facilities are identified on the attached **Appendix A**.

3.4 METC's Interconnection Facilities

METC's Interconnection Facilities are identified on **Appendix A**.

3.5 Equipment Relocation

If at any time a Party requires facilities consisting or connecting the Interconnection Facilities to be relocated, such relocation cost shall be borne by the Party requesting the relocation.

3.6 Facilities Added in the Future

Unless otherwise agreed to, if and when additional facilities are required to be added to the Interconnection Facilities, by CUSTOMER or by METC, each Party requiring new facilities shall, at no cost to the other Party, install (or cause to be installed) facilities and/or protective relay systems that shall provide for the isolation of any electrical faults that may occur on the interconnected systems of either the CUSTOMER or METC from having an effect on the other's interconnected system.

3.6.1 The facilities and/or protective relay systems shall be designed to fit into the electrical system configuration and shall be acceptable to the Parties.

3.6.2 METC and CUSTOMER shall give to the other Party advance notice of any such additions which it may contemplate making so as to attain the best practicable coordination of future system plans and the design of any necessary facilities.

SECTION 4. FUTURE DESIGN, CONSTRUCTION AND MAINTENANCE OF INTERCONNECTION FACILITIES

4.1 Good Utility Practice

The Parties shall design, construct, interconnect, operate and maintain Interconnection Facilities in accordance with Good Utility Practice. Good Utility Practice, for the purposes of this Agreement, means the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, including compliance with the Federal Energy Regulatory Commission ("FERC")-approved Reliability Standards of the North American Electric Reliability Corporation, or its successor organization. Good Utility Practice is intended to include, but is not limited to, acceptable and applicable practices, methods, or acts generally accepted in the region, including those practices required by Federal Power Act Section 215(a)(4).

4.2 Environmental Safety

Each Party agrees to construct, maintain and operate its Interconnection Facilities so as not to create or exacerbate any environmental hazard or risk. If a Party creates an environmental hazard at the site, that Party agrees to promptly and at its sole expense remediate the hazard and be responsible for all remediation activities related to such environmental hazard or risk.

SECTION 5. OPERATION AND MAINTENANCE

5.1 Operation and Maintenance by METC

5.1.1 METC **(a)** shall have sole authority and responsibility to operate, manage, control and maintain METC owned Interconnection Facilities, excluding billing meters, required in accordance with Good Utility Practice, and **(b)** may perform emergency maintenance, or make system modifications, when necessary, on the METC owned Interconnection Facilities. Should METC fail to maintain its equipment in accordance with Good Utility Practice, upon such occurrence, CUSTOMER shall notify METC for the purposes of resolving the matter in good faith or correcting the issues as promptly as practicable after receipt of such notice.

5.2 Operation and Maintenance by CUSTOMER

CUSTOMER shall have sole authority and responsibility to operate, manage, control and maintain the CUSTOMER owned Interconnection Facilities set forth in **Appendix A** in accordance with "Good Utility Practice". Should CUSTOMER fail to maintain its equipment in accordance with Good Utility Practice, upon such occurrence, METC shall notify CUSTOMER for the purposes of resolving the matter in good faith or correcting the issues as promptly as practicable after receipt of such notice. CUSTOMER shall operate and maintain the meter and provide services associated with the metering, including preventive maintenance services.

SECTION 6. POINT OF DELIVERY AND METERING

6.1 Point of Delivery

The point of delivery shall be at the Point of Interconnection. Meter readings will be adjusted to the point of delivery, as applicable.

6.2 Billing Meters

CUSTOMER shall provide revenue quality meter for the Interconnection Facilities and will be responsible for a substation control house or switchgear with the required space that is suitable for the location and protection of the billing metering equipment and any associated Remote transmitting Unit ("RTU"). CUSTOMER may designate a Meter Data Management Agent (the "MDMA") in meeting its obligations hereunder and shall designate such MDMA prior to the in-service date of the Interconnection Facilities. CUSTOMER or the applicable MDMA shall provide to

the Transmission Owner or METC direct dial-in access of the billing metering data to calculate network load. CUSTOMER or the MDMA shall be responsible for reporting such data to the Midcontinent Independent System Operator, Inc. ("MISO") for transmission billing purposes. Interconnection-specific requirements of the billing metering are specified in **Appendix A**.

SECTION 7. SERVICE CONDITIONS

7.1 Reactive Control

Transmission Owner and Interconnection Customer recognize and further agree that Interconnection Customer and Transmission Owner have a mutual responsibility for maintaining voltage at each Point of Interconnection, in accordance with Good Utility Practice, the requirements herein and any applicable reliability standards.

(i) The Parties will endeavor to control reactive power so that the quantity flowing from either system to the other at the POI is as close to zero as possible, unless otherwise agreed to by the Parties.

(ii) Interconnection Customer shall maintain a system average power factor of at least 98% leading or lagging, as measured at the distribution side of the Point of Interconnection, at load levels greater than 90% of the Interconnection Customer's monthly system peak load.

(iii) Interconnection Customer shall maintain a system average power factor between 90% leading and 90% lagging, as measured at the distribution side of the Point of Interconnection, at load levels less than 90% of the Interconnection Customer's monthly system peak load.

(iv) The Transmission Owner shall have the ability to request the Interconnection Customer to correct power factor(s) at delivery points in an area or region requiring reactive support. Upon request by Transmission Owner, Interconnection Customer shall use reasonable efforts to correct power factor in a timely fashion.

(v) Transmission Owner recognizes that there may be situations where power factor correction is best accomplished on the Transmission System. The Transmission Owner shall use reasonable efforts to make appropriate changes to the system to compensate for reactive power losses.

(vi) The Parties agree to cooperate in the installation and management of reactive power resources connected to their respective systems.

7.2 Transmission Service and Continuity of Service

7.2.1 Prior to the energization of the Interconnection Facilities, CUSTOMER will arrange for or secure its transmission service under the MISO Tariff for the full load requirements of the applicable CUSTOMER load. METC makes no representations to CUSTOMER regarding the availability of transmission service on the METC transmission system, and CUSTOMER agrees that the availability of transmission service may not be inferred or implied from METC's execution of this Agreement. CUSTOMER must request such service in accordance with the provisions of the MISO Tariff. Additionally, nothing in this agreement shall be interpreted as providing transmission service or transmission capacity to CUSTOMER.

7.2.2 Each Party shall exercise reasonable care to maintain continuity of service as provided under this Agreement. If continuity of service becomes interrupted for any reason, the cause of the interruption shall be removed, and normal operating conditions restored as soon as practicable.

7.2.3 Neither Party shall be responsible to the other Party for any damage or loss of revenue or other liability, damage or expense of any kind whatsoever, caused by or resulting from or in connection with any interruption.

7.2.4 Settlement of strikes and labor disturbances shall be wholly within the discretion of the Party having such difficulty.

7.3 Access Rights

Upon reasonable notice, each Party (a) shall furnish at no cost to the other Party any rights of use, licenses, rights of way and easements with respect to lands owned or controlled by the furnishing Party that are necessary to enable the other Party to perform emergency or non-emergency maintenance work, obtain ingress and egress to construct, operate, maintain, repair, test (or witness testing), inspect, replace or remove facilities and equipment to: (i) interconnect the Interconnection Facilities; (ii) operate and maintain the Party's Interconnection Facilities; and (iii) disconnect or remove the other Party's facilities and equipment upon termination of this Agreement, and (b) shall grant to the other Party any easements necessary to establish the Interconnection Facilities in a form that is acceptable to the other Party.

SECTION 8. INDEMNITY, LIMITATION ON LIABILITY, and FORCE MAJEURE

8.1 Indemnity

To the fullest extent permitted by law, each Party shall at all times assume all liability for, and shall indemnify and save the other Party and its officers, directors, employees, affiliate companies, and agents harmless from, any and all damages, losses, recoveries, costs, legal fees, and expenses for injury to or death of any person or persons whomsoever occurring on its own system, or for any loss, destruction of or damage to any property of third persons, firms, corporations or other entities occurring on its own system, arising out of or resulting directly from the negligent operation of its own facilities. Neither party shall be responsible or liable for the negligence or intentional wrongdoing of the other Party, its officers, directors, employees, agents, or invitees. Any indemnified Party seeking indemnification under this Agreement for any loss shall give the indemnifying Party notice of such loss promptly. In any action or proceeding brought against an indemnified Party by reason of any claim indemnifiable hereunder, the indemnifying Party may, at its sole option, elect to assume the defense at the indemnifying Party's expense and shall have the right to control the defense thereof and to determine the settlement or compromise of any such action or proceeding. Neither Party may settle any case or compromise any claim for which indemnification is sought under this agreement without the prior consent of the other Party; provided, however, said consent shall not be unreasonably withheld. An indemnifying Party's obligations under this Agreement shall not be construed to negate, abridge or reduce other rights or obligations, which would otherwise exist at law or in equity. The obligations contained herein shall survive any termination, cancellation, expiration or suspension of this Agreement.

8.2 Limitation on Liability

NEITHER PARTY SHALL IN ANY EVENT BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, LOST PROFITS, REVENUE OR GOODWILL, INTEREST, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION OF EQUIPMENT OR MACHINERY, INCREASED EXPENSE OF OPERATION OF EQUIPMENT OR MACHINERY, COST OF PURCHASED OR REPLACEMENT POWER OR SERVICES OR CLAIMS BY CUSTOMERS, WHETHER SUCH LOSS IS BASED ON CONTRACT,

WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 Force Majeure

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY ACT, OMISSION OR CIRCUMSTANCE OCCASIONED BY OR IN CONSEQUENCE OF ANY ACT OF GOD, LABOR DISTURBANCE, ACT OF THE PUBLIC ENEMY, WAR, INSURRECTION, RIOT, FIRE, STORM OR FLOOD, EXPLOSION, BREAKAGE OR ACCIDENT TO MACHINERY OR EQUIPMENT, CURTAILMENT, ORDER, REGULATION OR RESTRICTION IMPOSED BY GOVERNMENTAL, MILITARY OR LAWFULLY ESTABLISHED CIVILIAN AUTHORITIES OR BY THE MAKING OF NECESSARY REPAIRS UPON THE PROPERTY OR EQUIPMENT OF EITHER PARTY, OR BY ANY OTHER CAUSE OR CAUSES BEYOND EITHER PARTY'S REASONABLE CONTROL. NEITHER PARTY SHALL BE REQUIRED TO SETTLE ANY STRIKE OR OTHER LABOR PROBLEM IN A MANNER NOT COMPLETELY SATISFACTORY TO IT.

SECTION 9. INSURANCE AND TAXES

9.1 Insurance

Each Party shall acquire and maintain property insurance on its Interconnection Facilities and comprehensive general liability insurance as such insurances relate to the Interconnection Facilities and to the site upon which the Interconnection Facilities are to be located. CUSTOMER's insurance policies shall name METC as an additional insured. METC's insurance shall name the CUSTOMER as an additional insured. Upon request of a Party, the other Party shall deliver a certificate of insurance as it relates to this Agreement.

9.2 Taxes

Any applicable taxes or assessments levied or incurred as a result of a Party's Interconnection Facilities or levied for the construction activities contemplated herein at the request of a Party shall be the responsibility of that Party. Taxes include, but are not limited to, applicable real, income and personal property taxes.

SECTION 10. CONFIDENTIAL INFORMATION

10.1. "Confidential Information" includes, but is not limited to, technical information, information about product plans and strategies, promotions, customers and related technical, Critical Energy Infrastructure Information ("CEII"), financial or business information which the disclosing Party (the "Disclosing Party") considers to be the Confidential Information of the Disclosing Party or its third-party contractors, licensors or suppliers. Confidential Information shall be (a) written information received from the Disclosing Party which is marked or identified as confidential; or (b) oral or visual (or other non-tangible format) information identified as confidential at the time of disclosure which is summarized in writing to the receiving Party (the "Receiving Party") promptly after such disclosure; or (c) information which a reasonable person under the circumstances would know the Disclosing Party intended to be treated as Confidential Information.

10.2 Protection of Confidential Information

The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care) (a) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (b) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information or CEII of the Disclosing Party to those of its, and its affiliates, employees, consultants, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections of the Disclosing Party's Confidential Information or CEII. The Parties will be responsible for the actions of its affiliates and their respective employees, consultants, contractors and agents in violation of the confidentiality provision herein.

10.3 Exceptions

The confidentiality obligations herein will not extend to information that: (a) was already known by or available to the Receiving Party without obligation of confidentiality prior to disclosure under this Agreement; (b) is or becomes publicly known without breach by the Receiving Party; (c) is rightfully received by the Receiving Party from a third party without a duty of confidentiality; (d) is independently developed or learned by the Receiving Party without

use of the Disclosing Party's Confidential Information; (e) is disclosed by the Receiving Party with the Disclosing Party's prior written approval, or (f) is required to be disclosed pursuant to applicable law or a lawful order of a governmental authority, including but not limited to the Michigan Freedom of Information Law (MCL §§ 15.231 through 15.246), so long as the Party required to disclose the information provides the Party owning such Confidential Information with timely prior notice of such requirement and provided that such information will remain confidential for all other purposes under this Agreement.

10.4 Remedies Regarding Confidentiality.

The Parties agree that monetary damages by themselves will be inadequate to compensate a Party for the other Party's breach of its obligations under this **Section 10.4**. Each Party agrees that the other Party is entitled to adequate relief, by way of injunction or otherwise, for breach or threatened breach of the confidentiality provision herein.

SECTION 11. REPRESENTATIONS, SUCCESSORS AND ASSIGNS

11.1 Representations

Each Party represents that it has and has had the benefit of legal counsel review of this Agreement and its terms prior to execution hereof. Each Party represents that it has the requisite power and authority to execute and deliver this Agreement and subject to the procurement of the applicable regulatory approvals, to carry out the actions required of it by this Agreement. The execution and the delivery of this Agreement and the transactions contemplated hereby have been duly and validly authorized by all necessary actions required on the part of each Party. Each Party further represents and warrants that it is not in violation of any applicable law, statute, order, rule, or regulation, which violation could reasonably be expected to materially or adversely affect the performance of its obligations under this Agreement.

11.2 Binding Effect

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties upon its execution by the Parties.

11.3 Assignment

Neither Party shall assign, transfer or otherwise alienate its interest in this Agreement in whole or in part without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any attempted assignment without securing the consent of the other Party shall be null and void, and of no force and effect.

SECTION 12. NOTICE TO PARTIES

Subject to **Section 19**, unless otherwise provided in this Agreement, any notice, consent or other communication required to be made under this Agreement, other than day to day operations and communications, shall be in writing and shall be mailed by first class US mail, postage prepaid or delivered to the address set forth below or such other address as the receiving Party may designate in writing.

12.1 If to METC:

Michigan Electric Transmission Company, LLC
27175 Energy Way
Novi, MI 48377
Attn: General Counsel
Email/Fax: jdanna@itctransco.com

12.2 If to CUSTOMER:

City of Marshall
323 West Michigan Avenue
Marshall, Michigan 49068
Attn: _City Manager
Email/Fax: dperry@cityofmarshall.com

- All notices shall be effective when received.
- For questions and concerns of Emergency Operations, contact the METC Operations Control Room (OCR).
- For CUSTOMER questions concerning maintenance activities, if applicable, contact the METC's Stakeholder Relations department.
- For METC's questions relating to CUSTOMER'S System, contact the CUSTOMER's control center.

SECTION 13. GOVERNING LAW

This Agreement shall be deemed to be a Michigan contract and shall be construed in accordance with and governed by the laws of Michigan, exclusive of its conflict of laws principles.

SECTION 14. EFFECTIVE DATE, TERM, DEFAULT AND TERMINATION

14.1 Term

This Agreement is a FERC jurisdictional Agreement and shall become effective on the Effective Date, which shall be the date upon which the Agreement is accepted for filing and designated to become effective in accordance with its terms by FERC. This Agreement shall have an initial term of twenty (20) years, and shall remain in full force and effect until terminated, which may occur at any time by mutual agreement of the Parties or upon not less than sixty (60) months written notice given by either of the Parties.

14.2 Default

The following events shall constitute an Event of Default under this Agreement: (1) failure of a Party to pay any amount due under this agreement or (2) breach of any term, condition or covenant under this Agreement. If the Event of Default under this Agreement is not cured within thirty (30) days after a notice of Event of Default, the Party that is not in default may exercise any remedies that may be available to it in law or equity, including the termination of this Agreement.

SECTION 15. RETIREMENT

At such time as the POI is terminated as provided herein, then the retirement of the facilities comprising the Interconnection Facilities, as described in **Section 1**, shall be the responsibility of the Party owning such facilities. The retirement and removal of facilities shall be done in a reasonable amount of time and without interference to a Party's business and in accordance with established safety rules and procedures. The Parties would relinquish associated property rights and access once such retirement and removal are complete.

SECTION 16. ENTIRE AGREEMENT. THIRD PARTIES AND AMENDMENTS

This Agreement supersedes all previous representations, understandings, negotiations and agreements either written or oral between the Parties or their representatives and constitutes the entire agreement of the Parties about the interconnection. This Agreement is intended for the benefit of the Parties only and does not grant any rights to any third parties unless otherwise

specifically stated. No amendments or changes to this Agreement shall be binding unless made in writing and duly executed by both Parties.

SECTION 17. NO JOINT VENTURE OR PARTNERSHIP

This Agreement does not and is not intended to create a joint venture or partnership between the Parties. The rights and obligations of the Parties are entirely contained within this Agreement.

SECTION 18. NO THIRD-PARTY BENEFICIARIES

This Agreement confers no rights or remedies on any third party.

SECTION 19. ELECTRONIC TRANSACTIONS

This Agreement may be executed by providing an electronic signature. As an alternative to physical delivery, any document, including any signed document or written notice may be delivered by electronic mail to an email address verified between the Parties for such purposes. Documents with original signatures shall be provided upon request of any Party.

SECTION 20. DISPUTE RESOLUTION

In the event a Party has a dispute, or asserts a claim, that arises out of or in connection with this Agreement or its performance, such Party (the "disputing Party") shall provide the other Party with written notice of the dispute or claim ("Notice of Dispute"). Such dispute or claim shall be referred to a designated senior representative of each Party for resolution on an informal basis as promptly as practicable after receipt of the Notice of Dispute by the non-disputing Party. In the event the designated representatives are unable to resolve the claim or dispute through unassisted or assisted negotiations within thirty (30) Calendar Days of the non-disputing Parties' receipt of the Notice of Dispute, such claim or dispute shall be submitted for resolution in accordance with the dispute resolution procedures of the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff, as they may be amended from time to time. Notwithstanding the dispute resolution procedure provided herein, nothing in this Agreement shall limit the rights of the Parties under Sections 205 or 206 of the Federal Power Act and FERC's rules and regulations thereunder.

Signature page follows

MICHIGAN ELECTRIC TRANSMISSION COMPANY, LLC,
a Michigan limited liability company

By: ITC Holdings Corp., a Michigan corporation, its sole manager

By: _____
Name: Brian Slocum
Title: Senior Vice President and Chief Operating Officer

CITY OF MARSHALL

By: _____
Name: Derek Perry
Title: City Manager

APPENDIX A - INTERCONNECTION FACILITIES

APPENDIX A-1

INTERCONNECTION FACILITIES AGREEMENT

by and among
Michigan Electric Transmission Company, LLC
City of Marshall
and the
Midcontinent Independent System Operator, Inc.

Brewer Street

1. General Information

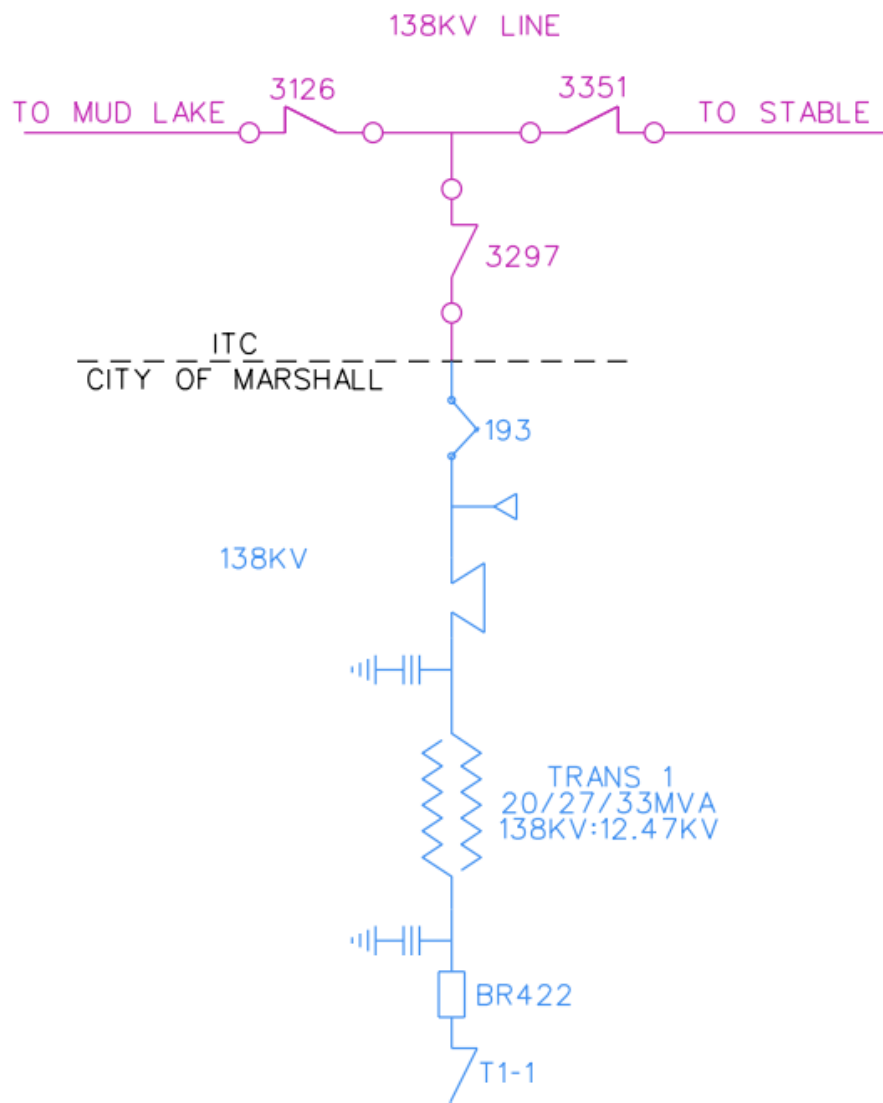
Location Information. The City of Marshall owns the Brewer Street Substation, which is in Marshall Michigan. The City of Marshall owns, operates and maintains a 138 kV line extending from its Brewer Street Substation to the interconnection point at METC's 138 kV Mud Lake to Stable transmission line.

Point of Interconnection. The Point of Interconnection for the City of Marshall's Brewer Street tap terminates at METC pole top switch #3297. The Point of Interconnection is the Point of Change of Ownership.

Metering. The City of Marshall owns, operates and maintain revenue accuracy metering, including revenue accuracy potential, and current transformers at its Brewer Street Substation.

2. Station Specific Requirements

None.



APPENDIX A-2

INTERCONNECTION FACILITIES AGREEMENT

by and among
Michigan Electric Transmission Company, LLC
City of Marshall
and the
Midcontinent Independent System Operator, Inc.

Brooks/Brooks Industrial

1. General Information

Location Information. The City of Marshall owns assets at the Brooks Substation, which is located in Marshall, Michigan. Brooks is interconnected at METC's Brooks Industrial Station.

Point of Interconnection.

The Point of Interconnection for the City of Marshall's Transformer Bank #1 line at the Brooks Substation terminates on METC's Brooks Industrial Station structure at position BM14;

The Point of Interconnection for the City of Marshall's Transformer Bank #2 line at the Brooks Substation terminates on METC's Brooks Industrial Station structure at position WM12.

The Points of Interconnection are the Points of Change of Ownership.

METC owns and maintains the fiber optic patch panel within the Brooks Industrial Station control house. All terminations within the Brooks Industrial Station control house are the responsibility of METC. The City of Marshall owns and maintains the fiber optic cable providing communications between the Brooks Industrial Station and Brooks Station Fiber Optic I/O devices.

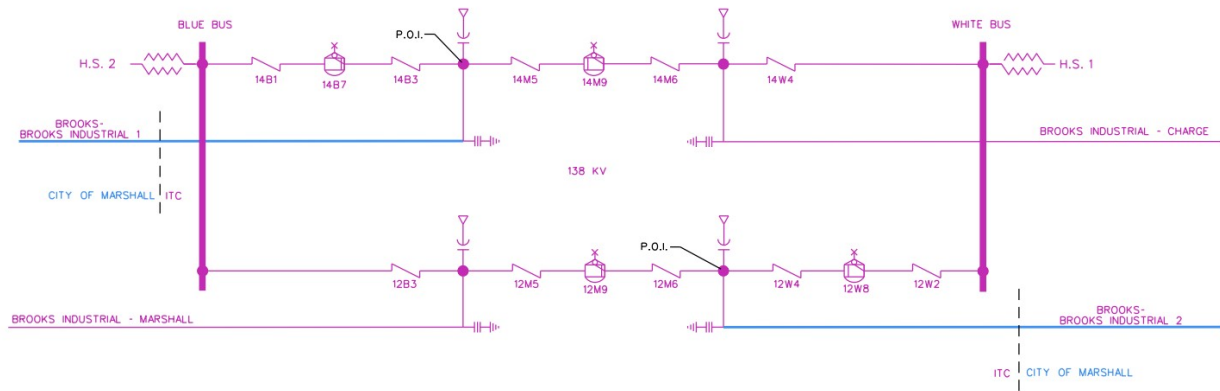
METC owns and maintains the protective relaying on the BM14 bus position at Brooks Industrial Station that interconnect The City of Marshall Transformer #1. The city of Marshall provides two CT connections from Transformer #1 to METC's BM14 bus protection schemes.

METC owns and maintains the protective relaying on the WM12 bus position at Brooks Industrial Station that interconnect The City of Marshall Transformer #2. The city of Marshall provides two CT connections from Transformer #2 to METC's WM12 bus protection schemes.

Metering. The City of Marshall owns, operates and maintains revenue accuracy metering, including revenue accuracy potential, and current transformers at its Brooks Substation.

2. Station Specific Requirements

None.



APPENDIX A-3

INTERCONNECTION FACILITIES AGREEMENT

by and among
Michigan Electric Transmission Company, LLC
City of Marshall
and the
Midcontinent Independent System Operator, Inc.

Marshall/Pearl Street

1. General Information

Location Information. The City of Marshall owns the Pearl Street Substation, located in the City of Marshall. The Pearl Street Substation is interconnected to METC's Marshall Station in Marshall, Michigan.

Points of Interconnection.

The Point of Interconnection for the City of Marshall's Transformer Bank #1 at the Pearl Street Substation shall be the 199 switch;

The Point of Interconnection for the City of Marshall's Transformer Bank #2 at the Pearl Street Substation shall be the 299 switch;

The Point of Interconnection for the City of Marshall's Transformer Bank #3 at the Pearl Street Substation shall be the 323 switch.

The Points of Interconnection are the Points of Change of Ownership.

Metering.

Transformer Banks #1 and #2:

METC owns, operates and maintains CT and PT revenue metering devices. The City of Marshall owns, operates and maintains revenue accuracy metering. The City of Marshall's ownership begins at the secondary windings of the primary CT and PT revenue metering devices.

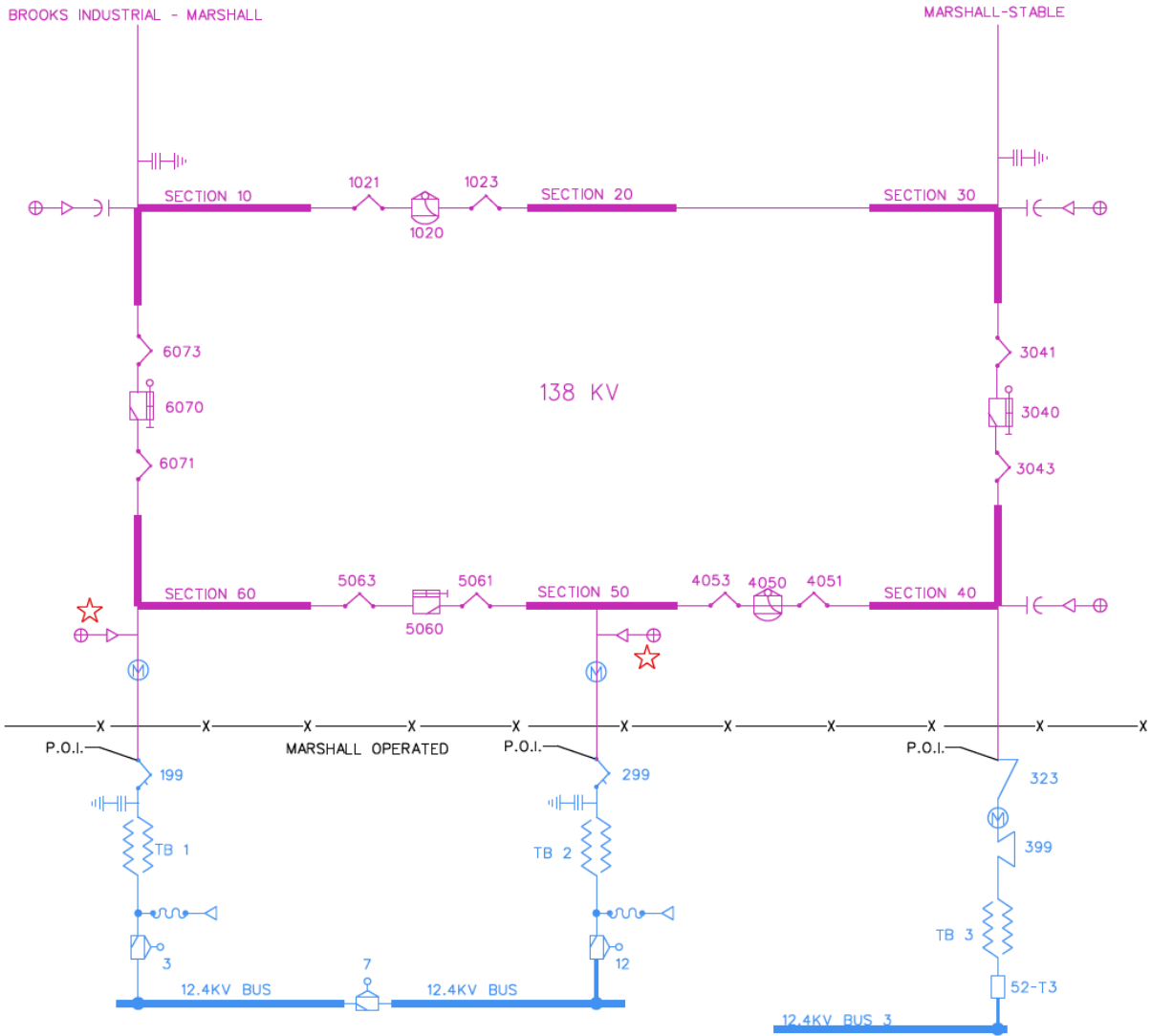
Transformer Bank #3:

The City of Marshall owns, operates and maintains revenue accuracy metering, including revenue accuracy potential, and current transformers for the transformer #3 bank .

2. Station Specific Requirements

Protection Scheme.

METC owns and maintains the fiber optic patch panel within the Marshall Station control house. All terminations within the Marshall Station control house are the responsibility of METC. The City of Marshall owns and maintains the fiber optic cable providing communications between the Marshall Station and Pearl Street Fiber Optic I/O devices.



ITEM: 12.C

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Justin Miller, Parks and Recreation Superintendent
Marcia Strange, Director of Community Development
DATE: February 18, 2025
SUBJECT: **DNR TRUST FUND GRANT SUBMITTAL - RIVERWALK**

The Riverwalk Renovation Project consists of two phases, 1a and 1b, with Phase 1a successfully completed in Summer 2024. Phase 1b will extend the Riverwalk from Stuart's Landing to South Marshall, completing a significant portion of the remaining section.

We are seeking approval to apply for a DNR Trust Fund Grant of \$400,000, with a 50% match from the City totaling \$200,000. This match will significantly enhance the City's chances of securing the grant. If approved by Council, the application will be submitted by the April 1, 2025, deadline, with award notifications expected in December 2025. Construction is scheduled for mid to late 2026.

Additionally, an estimated \$300,000 will be required to fully complete Phase 1 of the Riverwalk. The current timeline allows for the pursuit of additional grant opportunities, with a likely request for Council approval to apply for further funding in November 2025.

BUDGET IMPACT:

The \$200,000 local match would be provided from the Special Projects fund if we are successful in securing the grant.

RECOMMENDATION:

Approve the submittal of a Michigan Natural Resources Trust Fund grant with a local match of \$200,000 to the Michigan Department of Natural Resources and authorize the City Manager and City Clerk to sign the necessary documents.

ITEM: 12.D

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Justin Miller, Parks and Recreation Superintendent
Marcia Strange, Director of Community Development
DATE: February 18, 2025
SUBJECT: **CRONIN FOUNDATION GRANT SUBMITTAL - SKATE PARK**

The equipment at the Skate Park is beyond repair and we are seeking funds for replacement. We are asking to submit a grant application to the Cronin Foundation for a grant amount of \$50,000 and requesting a match from the City in the amount of \$50,000 to fund a \$100,000 renovation, including 10% for an associated maintenance fund.

The scope of the renovation includes new ramps, removal of existing equipment and fence and possibly minor concrete repairs. The new equipment has a 20 year warranty but we expect that life can be extended with proper maintenance. The goal is to provide a safe all wheel park that serves our community and attracts others to it.

We will submit the grant application by March 1, 2025 and would know by July 1, 2025 if we received the grant and could then proceed with acquiring equipment and subsequent installation.

BUDGET IMPACT:

The \$50,000 local match would be provided by the Special Projects fund if we are successful with the \$50,000 grant award from the Cronin Foundation.

RECOMMENDATION:

Approve the submittal of a grant application in the amount of \$50,000 to the Cronin Foundation, with a City match of \$50,000 for replacement of the Skate Park equipment and authorize the City Manager and City Clerk to sign the necessary documents.

ITEM: 12.E

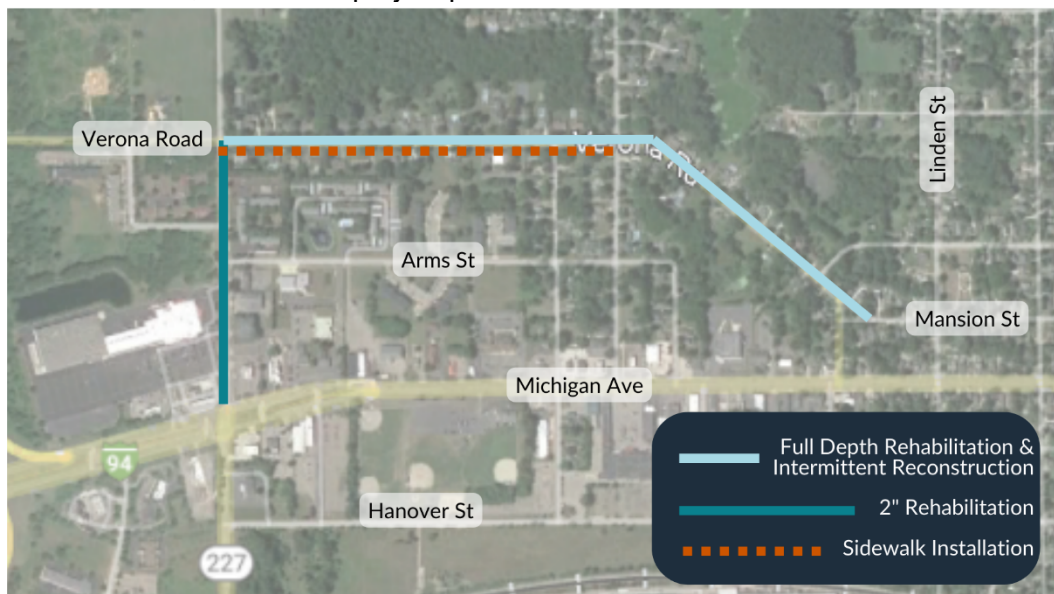
ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
DATE: February 18, 2025
SUBJECT: **CONSTRUCTION INSPECTION SERVICES AGREEMENT - VERONA AND WEST DRIVE**

The City issued a request for proposals for design engineering services on West Drive and Verona Road Improvements and the Valley View Phase One development in 2024. Two design engineering contracts resulted from that RFP; one for each of the projects. The design for West Drive and Verona Road Improvements was awarded to ENG. ENG has worked with the city on several projects including the last small urban funded Michigan Department of Transportation (MDOT) contracted project on Mansion Street, East Drive, and North Drive. Because \$385,000 of the project is funded through the MDOT Small Urban grant program the construction for West Drive and Verona Road was approved with MDOT Small Urban Grant Construction Project at the October 7, 2024 City Council Meeting.

As a refresher, here is the project plan:



To support construction, the City requested a proposal from ENG for the construction inspection and engineering services and received the included letter proposal. MDOT contracts require specific construction observation and inspection tasks. ENG, through previous MDOT and City contracts, has proven to be extremely capable and supportive of the City during construction.

BUDGET IMPACT:

The Major Street Fund 2025 fiscal year budget included \$300,000 in capital outlay, line item 202-900-970.00, for the construction of this project. The low construction bid totaled \$534,436.70. Including the MDOT grant of \$385,000, the total available funds are \$685,000. An additional \$110,000 funded amount for construction inspection services is within the budgeted amount.

RECOMMENDATION:

Approve the construction inspection agreement with ENG in the amount of \$98,225 with a contingency of \$11,775 for a total project funded amount of \$110,000 and authorize the City Manager and City Clerk to sign the necessary documents.

January 24, 2025

Ms. Marguerite Davenport, Director of Public Services, City of Marshall
323 W. Michigan Avenue
Marshall, MI 49068

RE: Request for Contract Amendment No. 3 – Construction Engineering Services for 2024 Small Urban Engineering – West Drive and Verona Road

Dear Ms. Davenport:

Thank you for the opportunity to submit this proposal for Construction Engineering services for the 2024 Small Urban – West Drive and Verona Road project. As you are aware, the project has been successfully bid through MDOT and the awarded contractor is Lakeland Asphalt Corporation with an as-submitted bid of \$534,436.70.

We have received a progress schedule from the Contractor as outlined in the specifications. The Contractor has indicated a start date for construction of May 5, 2025. The Progress Clause for the project states that the Contractor shall have 10 weeks to complete the project. We propose to perform Construction Engineering Services based on 10 weeks of construction for a proposed fee of **\$98,225.00** to be billed on a Not-to-Exceed hourly basis. Construction Engineering services will include engineering supervision, full time construction inspection, certified office technician work, construction staking and layout, materials testing and plant inspection, project closeout, and as-built record drawings.

If this proposal is agreeable to you, Eng., Inc. requests that you sign this letter in the space provided below and return it to us. By accepting this proposal, Eng., Inc. understands that the undersigned is authorized to enter into this agreement, and that you agree with the terms and conditions included in the Eng., Inc. Agreement for Engineering and Surveying Services.

If you have any questions, please do not hesitate to call.

Sincerely,

Eng., Inc.



Erik J. Morris, PE
Vice President

Contract Amendment for \$98,225.00 accepted by City of Marshall:

Authorized Signature

Date

Printed Name

Title

ITEM: 13.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marcia Strange, Director of Community Development
DATE: February 18, 2025
SUBJECT: **BUILDING OFFICIAL APPOINTMENT**

With the retirement of former Building Official Tim Musser at the end of 2024, the City appointed Ralph Welton of McKenna to act and perform as our City Building Official on a temporary basis. Mr. Welton is performing the role and duty for the BlueOval Battery Michigan Project and was willing to serve in the same capacity for non-BlueOval projects within the City.

Since the appointment of Ralph Welton, the City has been working to recruit an individual to act as our Building Official, and provide plan reviews, building inspection and building code enforcement services directly with the City. To that end, we have been able to secure an agreement with Bryan Powers to act in this capacity. Bryan currently serves and has experience in multiple townships, but primarily for Blackman Township in the Jackson area.

Bryan followed his father's footsteps into the building industry, inspecting and ultimately becoming a Building Official. He has a wide range of experience and comes to us highly recommended by his peers. He will provide a valuable service to our community as Building Official for the projects in the City, but outside of the BlueOval Battery Michigan Project where Mr. Welton will maintain his role as Building Official.

We are eager to welcome him and transition this service from McKenna in the coming month.

BUDGET IMPACT:

Funding for the position is provided for in the FY25 Building Fund operating budget.

RECOMMENDATION:

Approve Resolution No. 2025-08, A Resolution to appoint Bryan Powers as the Building Official and Inspector for the City of Marshall and authorize the City Manager to sign the necessary documents.

**CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2025-08**

**A RESOLUTION TO APPOINT BRYAN POWERS AS
THE BUILDING OFFICIAL AND INSPECTOR
FOR THE CITY OF MARSHALL**

Minutes of a regular meeting of the Council of the City of Marshall, held on February 18, 2025, at 7:00 PM.

PRESENT:

ABSENT:

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

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

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

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

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

WHEREAS, Tim Musser has retired and is no longer an employee of the City of Marshall as of December 31, 2024; and

WHEREAS, on January 6, 2025, the City Council approved the appointment of Ralph Welton to provide building official and inspection services for the City on a temporary basis; and

WHEREAS, the City has now secured the services of Bryan Powers to act as the City Building Official and provide plan review, inspections and building code enforcement by agreement; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL appoints Bryan Powers as the Building Official and Inspector for the City of Marshall.

Resolution declared adopted this 18th day of February 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 February 18, 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

**AGREEMENT
BUILDING OFFICIAL, PLAN REVIEW, INSPECTIONS, AND
BUILDING CODE ENFORCEMENT SERVICES**

The Agreement (“Agreement”) entered into this ____ day of _____ 2025 (“Effective Date”) between the City of Marshall, a home rule city, whose address is 323 W. Michigan Avenue, Michigan 49068 (“City”), and _____, whose address is _____ (“Contractor” or “Building Official”), (collectively the “parties”, individually a “party”).

RECITALS

WHEREAS, the City, pursuant to Act 230 of 1972, being MCL 125.1501, *et seq.*, may contract for Building Official services and to provide for enforcement of the State Construction Code, building services, and enforcement of the international codes (“codes”) as identified within the State Construction Code, and the international codes as adopted by the City;

WHEREAS, the City has adopted the International Property Maintenance Code and the State Construction Code and assumed responsibility for enforcement within its jurisdictions pursuant to MCL 125.1508b; and

WHEREAS, the City and Contractor desire to enter into an agreement for the administration and Building Official services under Public Act 230 of 1972 and Public Act 407 of 2016, Article 10 of the Skilled Trades Regulation Act, MCL 339.6001, *et seq.*, and the administration and enforcement of the international codes, and the codes as adopted by the City.

NOW THEREFORE, the Parties agree as follows:

1. Recitals. The above Recitals are hereby fully incorporated herein.
2. Services to be Performed. Subject to the terms and conditions contained in this Agreement, the Contractor shall perform the following services (“services”):
 - a. Administration and Building Official services, including but not limited to, issue building permits, perform plan reviews, coordinate inspections for building, electrical, plumbing, and mechanical inspections, approve temporary service utilities, process and deliver correction notices, orders to connect or disconnect utilities, vacate premises, issue temporary or permanent certificates of use and occupancy, orders to suspend, revoke, or cancel a building permit or certificate of occupancy, violation notices, notices to appear or show cause, stop work orders, orders to remedy noncompliance, as mandated by the State Construction Code and other applicable laws and municipal ordinances consistent with the following:

- b. The Building Official shall perform all services for the City of Marshall and serve as the Building Official as designated by the City and in accordance with the applicable professional standards and in a manner consistent with the standard level of skill and care in the construction code industry. The Contractor represents and warrants to the City that he possesses the requisite capability, experience, qualifications, and certification under the Skilled Trades Regulation Act PA 407 of 2016 required to perform the services contemplated by the Agreement consistent with such standards. The Contractor shall provide copies of certifications to the City.
 - c. The Building Official, as an agent of Marshall, is the designating enforcing agency of Marshall under the State Construction Code PA 230 of 1972, as amended and Marshall's Code of Ordinances.
 - d. The Building Official shall have and maintain a valid driver's license and personal vehicle with insurance and maintain eligibility.
 - e. The Building Official shall have and maintain the requisite experience, qualifications, and certifications, and shall be registered with the Michigan Department of Licensing and Regulatory Affairs Bureau of Construction Codes/Licensing Section.
- 3. Compensation. For the duties specified in section 2, "Services to be Performed" and services performed under this Agreement, Marshall will compensate the Contractor at an initial rate of \$75.00 per inspection performed by Contractor and \$75.00 per hour for plan review, building, code and zoning enforcement and notice violations, property site checks, contact with persons related to the services under this Agreement, office hours and litigation time.
- 4. Terms of Payment. Marshall shall compensate the Contractor within thirty (30) days after an invoice is received from the Contractor. The Contractor shall supply a detailed report of the specific service performed with each invoice.
- 5. No Discrimination. There shall be no discrimination against any employee who is employed in the work covered by this Agreement or against any applicant for such employment because of race, color, religion, sex, national origin, or any reason prohibited by applicable law. There shall be no discrimination against any person receiving services under this Agreement .
- 6. Ownership of Data. All reports, charts, maps, and graphics shall become the property of the City, and shall not be furnished to any other party without written permission of the City.

7. Information Sharing. The parties agree to share information and technology (“information technology”) as necessary to effectuate the terms of this Agreement, including, but not limited to computer records and access to each party’s building services related data within the parties’ control. The parties agree that access to their information technology may only be utilized for purposes of this Agreement and for no other reason. Each party shall take industry standards and precautions for access security to its information technology.
8. Litigation. The Contractor shall cooperate with the City and appear as a witness in any legal proceeding on behalf of Marshall as reasonably necessary.
9. Hold Harmless. Except for the negligence or willful misconduct of Marshall, its employees, and/or agents, to the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold Marshall harmless from any and all liability arising out of or in any way related to the Contractor’s performance of services during the term of the Agreement, including any liability resulting from intentional or reckless acts. The Contractor shall maintain appropriate insurance coverages for the acts and omissions of the Building Official.
10. Municipal Authority. This Agreement shall not be construed to restrict or limit the authority of either Marshall or Contractor in performing any official power or duty as authorized by law.
11. Term. This Agreement shall become effective when signed by both parties and shall be for a term of approximately one (1) year, beginning upon effective date. This Agreement shall be renewed for like successive periods with the approval of the Marshall City Council, unless the Contractor is terminated as set forth herein. This Agreement may be terminated for any reason by either Marshall or the Contractor, upon thirty (30) days advance written notice to the City or Contractor.
12. Complete Agreement. The Agreement contains the entire Agreement between Marshall and Contractor with respect to the services provided under this Agreement.
13. Notices. Service of any notices given hereunder will be complete upon personal delivery or if sent by certified mail to Marshall or to the Contractor, at the addresses set forth above; further, service of any notice served by mail shall be effective upon the date on which such notice is deposited in a receptacle of the United States Postal Service property addressed and with adequate postage fully prepaid.
14. Binding Effect. All the covenants and provisions contained herein shall extend to and be binding upon the Contractor and the City. Notwithstanding, the City retains the

right and may in its sole discretion utilize all rights, abilities, terms and conditions, including but not limited to, building official services and plan review services of other persons and entities, and all services as provided for under Public Act 230 of 1972 and Public Act 407 of 2016.

15. Conflict of Interest. The Contractor agrees that it presently has no interest and shall not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further agrees that in the performance of this Agreement, no persons having any such interest shall be employed. If the Contractor discovers such a conflict, the Contractor must immediately notify Marshall. Selection of an alternative inspector shall be at the sole discretion of the City.
16. Waiver, Modification, Alteration or Amendment. Any waiver, modification, alteration or amendment of this Agreement shall not be effective unless it is in writing and signed by the parties and delivered as required under Notice.
17. Governmental Immunity. By signing this Agreement, Marshall does not waive its governmental immunity nor any defenses available to it or its elected or appointed officers, employees, agents, or volunteers under Michigan law.
18. Authorization. The persons signing this Agreement on behalf of the Parties certify by their signatures that they are duly authorized to sign on behalf of said Parties and that this Agreement has been authorized by said parties.
19. Severability. If any provision of this Agreement is invalid or unforeseeable, it shall be ineffective only to the extent of such invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement, and the other provisions hereof shall be liberally construed to effectuate the purpose and intent of this Agreement.
20. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any third party other than the parties in this Agreement and their respective successors and assignees.
21. Compliance with all Laws. In performance of this Agreement, the Contractor agrees to comply with all applicable federal, State and local statutes, ordinances and regulations, when applicable, including minimum wages, Social Security, unemployment compensation insurance, and Worker's Compensation, and to obtain any and all permits applicable to the performance of this Agreement.

22. Tools, Equipment, and Expenses. The Contractor shall supply all tools and equipment necessary for services. The Contractor shall be responsible for all expenses incurred while performing services pursuant to this Agreement. Marshall shall supply a workspace and necessary equipment at its offices. Marshall shall not be liable for damage or loss of Contractor tools or equipment.
23. Independent Contractor. Contractor and any of its partners, employees, agents, and volunteers (collectively, the “Contractor”) are and shall be deemed to be with respect to the parties’ respective rights and obligations under this Agreement, an independent contractor(s) for all purposes. Contractor shall not be entitled to any other compensation except as provided under this Agreement, nor any other payment nor benefit that City may provide to its employees.

IN WITNESS THEREOF, the parties hereto have executed this Agreement effective as of the date and year first written above.

WITNESS

CITY OF MARSHALL,

By: _____
Derek Perry, City Manager

By: _____
Michelle Eubank, Clerk

WITNESS

By: _____
[_____] , Building Official

ITEM: 13.B

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Scott Wolfersberger, Mayor
Derek N. Perry, City Manager
DATE: February 18, 2025
SUBJECT: **MARSHALL DISTRICT LIBRARY BOARD REPRESENTATIVE APPOINTMENT**

The Marshall District Library Board is composed of seven members from participating communities (City of Marshall, Eckford, Fredonia, Marengo and Marshall Township) of the district. Three of the seven representatives are appointed by the City of Marshall and may serve for three, 3-year terms (total of 9 years).

Current member and Library Board Vice-President, Gerald Marshall, is presently at the end of his first, 3-year term. He has expressed interest in being reappointed to continue his service on the library board representing the residents of Marshall.

Other current City representatives on the board include Ann Fitzpatrick (term expires on 3/31/2027) and MJ Harting-Minkwic (term expires on 3/31/2026).

BUDGET IMPACT:
None.

RECOMMENDATION:
Re-appoint Gerald Marshall to the Marshall District Library Board for a three-year term expiring on March 31, 2028.

ITEM: 13.C

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Scott Wolfersberger, Mayor
Derek N. Perry, City Manager
DATE: February 18, 2025
SUBJECT: **BROOKS NATURE AREA ADVISORY BOARD APPOINTMENT**

The Brooks Nature Area was established as a Marshall City park on April 17, 2006. Upon its creation, the Marshall City Council established a Brooks Nature Area Advisory Board responsible for the promotion, protection, and development of the 189-acre nature area and consists of seven (7) members.

The Mayor shall appoint, subject to the approval of the City Council, persons to serve full three-year terms as the terms of the board members ending August 15th. A member of the Parks, Recreation, and Cemetery Board also participates as a liaison.

Current Brooks Nature Area Advisory Board membership includes:

Lauren Bruggeman	term ending August 15, 2027
Patti Hoch-Mellusih	term ending August 15, 2027
Brian Huggett	term ending August 15, 2027
Erin Skidmore	term ending August 15, 2025
Ian Campbell	term ending August 15, 2025
Jane Schoenmeyer	term ending August 15, 2026

Christy Benson's Board and Commission application is attached for your review to fill the vacancy left by Margaret Steele.

BUDGET IMPACT:

Members of the Brooks Nature Area Advisory Board serve without compensation.

RECOMMENDATION:

Approve the appointment of Christy Benson to the Brooks Nature Area Advisory Board with terms ending on August 15, 2026.



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 12/23/24

Applicant Name Christy Benson

Address [REDACTED] Marshall, MI 49068

Home Phone [REDACTED] Work Phone [REDACTED]

E-Mail Address [REDACTED]

How long have you lived in the City of Marshall? 23 years

Education BS in Elementary education

Community Experience and Affiliations: I was the chair of "If These Stones Could Talk" for several years in Marshall. This fall, I volunteered to plant several trees. I hope to help plant several more in the spring. I also helped with the luminary hike last winter.

Please specify the Board/Committee sought: Brooks Area Nature Advisory Board

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

I am a nature lover. Preservation and the environment are passions of mine. I love to take my dog for hikes at Brooks Nature Area and would love to help maintain this preserve for all who want to enjoy it. My son is at MSU pursuing a forestry degree. I would love to involve him with upcoming projects as well.

Can you commit to attend all meeting: Yes or No

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

BOARD DESCRIPTIONS

Airport Board – 3 year term

Meets the second Monday of the month at 5:15 p.m.

Airport Board is an advisory board that develops rules, regulations, and policies governing the Airport. The board also recommends to council capital improvements and contractual agreements. Members also provide guidance to staff for the daily operation and recommends and tracks budget revenue and expenditures.

Board of Review – 2 year term

Meets annually in March and December

The Board of Review has the authority to revise and correct assessments. They shall hear complaints of all persons considering themselves aggrieved by assessments; and, if it shall appear that any person or property has been wrongfully assessed or omitted from the tax roll. The Board shall correct the roll in such manner as it deems just.

Brooks Nature Area Advisory Board – 3 year term

The advisory board is responsible for the promotion, protection, and development of the 189 acre nature preserve which was established in 2006.

Downtown Development Authority – 4 year term

Meets the fourth Thursday of the month at 4:00 p.m.

The Downtown Development Authority is a board that is established through state statute to implement development plans for downtown districts. The DDA can levy an additional millage for public improvements. The DDA is a tax increment financing authority which collects any additional taxes raised from any building improvement that occurs after its date of establishment.

Local Development Finance Authority – 4 year term

Meets the fourth Thursday of the month at 4:00 p.m.

The Local Development Finance Authority is a board that is established through state statute to implement development plans for industrial districts. The LDFA is a tax increment financing authority which collects any additional taxes raised from any building improvement that occurs after its date of establishment.

Local Advisory Council – 3 year term

The Local Advisory Council (LAC) is composed of individuals that represent senior citizens and persons with disabilities. The purpose of the LAC is to ensure that public transit services and buses are accessible to these individuals.

Marshall District Library Board – 3 year term

The Marshall District Library Board is comprised of members appointed by the local municipalities that form the library district to oversee Library operations. These include City of Marshall, Eckford Township, Fredonia Township, Marengo Township, and Marshall Township.

Marshall Farmer's Market Advisory Board – 3 year term

Meets the second Tuesday of the month at 6:00 p.m.

The Board is responsible for the promotion and development of the Farmer's Market and was established in 2014.

Parks, Recreation, and Cemetery Board – 3 year term

Meets the fourth Tuesday of the month at 5:30 p.m.

The Parks, Recreation and Cemetery Advisory Board prepares and updates the Parks and Recreation Master Plan and works with staff in the areas of programming, planning, facilities, fees, staffing, marketing, etc.

Planning Commission – 4 year term

Meets the second Wednesday of the month at 7:00 p.m.

The Planning Commission reviews and advises the City Council on matters like site plans for new developments, our city ordinances, and zoning issues. This board has 9 regular members and consists of local volunteers with various backgrounds, especially in development.

Zoning Board of Appeals – 3 year term

Meets the third Tuesday of the month at 7:00 p.m.

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

ITEM: 13.D

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Scott Wolfersberger, Mayor
Derek N. Perry, City Manager
DATE: February 18, 2025
SUBJECT: **AIRPORT BOARD APPOINTMENT**

City of Marshall Ordinance Chapter 98 created an Airport Board that shall consist of five members appointed by the Mayor with City Council approval. Each board member shall hold a term of three years and take office on October 1st upon appointment.

Vacancies on the airport board occasioned by removal, resignation or otherwise shall be reported to the City Council, who shall make an appointment to fill the vacancy for the unexpired portion of the vacated term.

Current Airport Board membership includes:

Michael Walraven	term ending October 1, 2026
Desmond Kirkland	term ending October 1, 2026
David Mead	term ending October 1, 2025
Scott Southwell	term ending October 1, 2025
Theresa Chaney-Huggett	City Council Liaison

Glenn Shaw has applied to fill the vacant seat from Steve Buller choosing to not be reappointed.

BUDGET IMPACT:

Members of the Airport Board serve without compensation.

RECOMMENDATION:

Approve the appointment of Glenn Shaw to the Airport Board with a term ending on October 1, 2027.

Glenn Shaw


Battle Creek MI 49017

RECEIVED

FEB 12 2025

CITY OF MARSHALL

03 Feb 2025

City of Marshall
Marshall MI

Dear City of Marshall:

I have been asked to serve on the Marshall Brooks Field Airport Board by Airport Manager Craig Griswald. I am enclosing an application form and additional information.

Sincerely,



Glenn Shaw



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 03 FEB 2025

Applicant Name GLENN A. SHAW

Address [REDACTED] BATTLE CREEK MI 49017

Home Phone [REDACTED] Work Phone

E-Mail Address [REDACTED]

How long have you lived in the City of Marshall? N/A (Colborn Coe 40 yrs.)

Education BA, UNIVERSITY OF PITTSBURGH

Community Experience and Affiliations: I was, for a time, a member of the Michigan Independent Citizens Redistricting Commission. Youth soccer coach, High school soccer and swimming & diving ref.

Please specify the Board/Committee sought: AIRPORT BOARD

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

The Brooks Field Airport is a gem for Marshall and the surrounding community. I wish to do some small part towards maintaining and improving it.

Can you commit to attend all meetings? Yes or No

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

Glenn A. Shaw

[REDACTED]
Battle Creek MI 49017
[REDACTED]
[REDACTED]

TT 6500, ME 3000, Instruction given 1500
N-265, CE-500, BE-300, UH-1, R-22, R-44, most Eurocopters, most light American
AMEL, ASEL, AMES and ASES (including high performance, complex and tailwheel)
Current Flight Review, Current 1st Class Physical
Airline Transport Pilot Certificate: AMEL, Commercial Privileges: ASEL & S, AMES,
Rotorcraft-Helicopter, Instrument Helicopter.
Flight Instructor Certificate: ASE & ME, Rotorcraft - Helicopter, Instrument Airplane &
Helicopter
Ground Instructor Certificate: Instrument
Flight Engineer Certificate: Turbojet Powered
Certificate of Authority: Certified Airspace System Inspection Pilot
BA, University of Pittsburgh

FAA FSDO, Belleville MI, 2003 to 2021, Aviation Safety Inspector (GA Ops).
Investigated accidents and incidents, conducted Parts 61 and 135 checkrides, did re-examination checkrides, acted as FAA liaison (as Principal Operations Inspector, POI) to assigned Part 135 air carriers; they included single-pilot operators and operators with multiple business jets. Also helicopter operators. Was POI for external load and agricultural operators. Worked with FAA Orders 8400.10 and 8900.1. Worked with FSIMS, the electronic portal to the FAA inspector handbook. Investigated violations of Parts 91 and 135. Received compliments from FAA lawyers on the quality of my enforcement packages. Completed training on SAS, the FAA's oversight tool for performing certifications of operators, surveillance and Continuing Operational Safety (COS). Used SAS in my daily activities. Worked with Transport Canada inspectors on various cross-border issues. Was Certification Project Manager for a complex Part 141 Pilot School application. Received compliments from NTSB for assistance with a helicopter that crashed onto a hospital roof in Grand Rapids, MI. Presented briefings to FBI pilots on FAA-FBI cooperation.

FAA Flight Inspection, Battle Creek MI, 1985 to 2003, Airspace System Inspection Pilot. Using TERPS, developed and revised standard instrument approach procedures. Flew as PIC of CE-310 inspecting airports and verifying highest obstacles in approach trapezoids. Flew as SIC in N-265 and BE-300 on flights checking electronic approach signals.

FAA ATCT, Erie, PA and Buffalo, NY. 1983 to 1985
Flight data specialist and developmental air traffic controller.

Lord Corporation (maker of "Lord mounts"), Erie, PA. 1983
SIC on CE-500.

US Army Reserve, Selfridge ANGB, MI and NY ARNG, Niagara Falls, NY. 1987 to 1992
UH-1 helicopter pilot

U.S. Department of Transportation



Federal Aviation Administration Certificate of Service

presented to

Glenn A. Shaw

on the occasion of retirement after 42 years and 1 month
of service to the people of the United States of America.

July 2, 2021

Date

Steve Disher

FAA Administrator

United States Department of Transportation



Transportation Safety Institute Aviation Safety Professional Certificate

Glenn A. Shaw

has successfully completed the requirements on June 17, 2021, and is hereby recognized as an

Advanced Aviation Safety Investigator

D Smith, Aviation Safety Manager

Certificate # 166

Director, Transportation Safety Institute

The Wright Brothers Master Pilot Award

presented to

Glenn A. Shaw

*In recognition of your 50 years of exemplary
aviation flight experience, distinguished
professionalism, and steadfast commitment
to aviation safety.*



March 2024

Date

Mike Whitaker, FAA Administrator

Mike Whitaker

Wilbur Wright

Orville Wright

ITEM: 13.E

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Scott Wolfersberger, Mayor
Derek N. Perry, City Manager
DATE: February 18, 2025
SUBJECT: **SOUTH NEIGHBORHOOD IMPROVEMENT AUTHORITY
APPOINTMENT**

The Neighborhood Improvement Authority is authorized under Public Act 57 of 2018, the Recodified Tax Increment Financing Act. The Neighborhood Improvement Authority (NIA) is governed by a board consisting of the Mayor or designee and not less than 5 other members. The board derives its powers per MCL 125.4810, as amended.

The members of the Neighborhood Improvement Authority are appointed for 4-year terms and shall have not less than 5 or more than 9 members as determined by the governing body.

Current South Neighborhood Improvement Authority members include:

Ben Holben	term ending December 31, 2027
Sean LeFere	term ending December 31, 2027
Lucy Hough	term ending December 31, 2024
Ryan Underhill	term ending December 31, 2025
Andrew Scibbe	City Council member

Emily Kelly has applied to the South NIA to fill the seat left by Matt Davis stepping down from the board.

BUDGET IMPACT:

Members of the South Neighborhood Improvement Authority serve without compensation.

RECOMMENDATION:

Approve the appointment of Emily Kelly to the South Neighborhood Improvement Authority for terms ending on December 31, 2028.



RECEIVED
JAN 16 2025
CITY OF MARSHALL

**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 1-16-25

Applicant Name Emily Kelly

Address [REDACTED] S Kalamazoo AVE

Home Phone [REDACTED] Work Phone same

E-Mail Address [REDACTED]

How long have you lived in the City of Marshall? 37 years

Education High School Diploma, some college at Kellogg Community College

Community Experience and Affiliations: I was in Marshall based 4H

youth clubs from the ages of 4 to 19. During high school I participated in productions with the Marshall Civic Players.

As an adult I've taken photos for and helped with cleaning for Great Escape Stage company

Please specify the Board/Committee sought: South Neighborhood Improvement Authority

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

I would like to serve on the SNIA committee because I love my neighborhood and community and I'd like to make a difference. I'm a self-employed small business owner which has given me experience with interpersonal skills in dealing with others while using empathy and patience. I'm creative and enjoy working with others to come up with solutions for positive outcomes.

Can you commit to attend all meeting: (Yes) or No

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

My name is Emily Kelly. I am the sole proprietor of a residential and commercial cleaning business started in 2019. The most enjoyable aspect of my job is the connections and bonds I have built with my clients. I also put a lot of value in providing consistent meticulous cleaning services.

I consider myself lucky to be a Marshall "lifer" and enjoy walking on the River Walk, shopping and eating downtown, and learning about our city's rich history.

My hobbies include digital illustration and photography, flower and vegetable gardening and shopping at estate sales and thrift stores for unique bargains.