

CITY COUNCIL AGENDA

Regular Meeting

March 3, 2025 at 7:00 PM



- 1) **OATH OF OFFICE**
- 2) **CALL TO ORDER**
- 3) **ROLL CALL**
- 4) **INVOCATION**
- 5) **PLEDGE OF ALLEGIANCE**
- 6) **APPROVAL OF AGENDA** - Items can be added or deleted from the Agenda by City Council action.
- 7) **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.
- 8) **CONSENT AGENDA**
 - A. **City Council Minutes**
Regular Session - February 18, 2025
 - B. **City Bills**

Purchases 2/14/2025	\$5,662.50
Purchases 2/18/2025	\$20,119.36
Purchases 2/21/2025	\$387,760.83
TOTAL	\$413,542.69
- 9) **PRESENTATIONS AND RECOGNITIONS**
- 10) **INFORMATIONAL ITEMS**
 - A. **BROWNFIELD DEVELOPMENT AGREEMENT - BUILDING BETTER SPACES, LLC**
- 11) **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.
- 12) **OLD BUSINESS**
- 13) **REPORTS AND RECOMMENDATIONS**
 - A. **WATER PURCHASE AGREEMENT - MARSHALL & BATTLE CREEK**
 - B. **SPECIAL EVENT REQUEST- BLUESFEST**
- 14) **APPOINTMENTS / ELECTIONS**
 - A. **DDA/LDFA/BRA APPOINTMENT**
 - B. **PARKS, RECREATION AND CEMETERY BOARD APPOINTMENT**

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

15) 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.

16) COUNCIL AND MANAGER COMMUNICATIONS

17) ADJOURNMENT

CITY COUNCIL MINUTES

February 18, 2025
Regular Meeting - 7:00 PM

1) CALL TO ORDER

IN A REGULAR SESSION held on Tuesday, February 18, 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, and Ryan Underhill

Also Present: Manager Perry and Clerk Eubank

Absent: Andrew Scibbe

Moved by Ryan Traver, supported by Ryan Underhill to excuse member Scibbe. On a voice vote: **Motion carried.**

3) INVOCATION

4) PLEDGE OF ALLEGIANCE

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

Moved by Jacob Gates, supported by James Hackworth to approve the agenda as presented. 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 Emily Emerson-Rich of 616 Union City gave public comment.

7) CONSENT AGENDA

Mayor Wolfersberger proposed the addition of the January Power Purchase in the amount of \$768,258.61 to the consent agenda.

Moved by Theresa Chaney-Huggett, supported by James Hackworth to approve the consent agenda as amended. On a roll call vote:

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

Nays: None

Abstain: None

Motion carried.

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
January Power Purchase	\$768,258.61
TOTAL	\$1,452,514.51

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**

Moved by Ryan Underhill, supported by Jacob Gates to 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. On a roll call vote:

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

Nays: None

Abstain: None

Motion carried.

B. INTERCONNECTION FACILITIES AGREEMENT - METC

Moved by Ryan Traver, supported by James Hackworth to 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. On a voice vote: **Motion carried.**

C. DNR TRUST FUND GRANT SUBMITTAL - RIVERWALK

Moved by James Hackworth, supported by Ryan Underhill to 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. On a voice vote: **Motion carried.**

D. CRONIN FOUNDATION GRANT SUBMITTAL - SKATE PARK

Moved by Jacob Gates, supported by James Hackworth to 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. On a voice vote: **Motion carried.**

E. CONSTRUCTION INSPECTION SERVICES AGREEMENT - VERONA AND WEST DRIVE

Moved by Jacob Gates, supported by Ryan Underhill to 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. On a roll call vote:

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

Nays: None

Abstain: None

Motion carried.

13) APPOINTMENTS / ELECTIONS

A. BUILDING OFFICIAL APPOINTMENT

Moved by Theresa Chaney-Huggett, supported by Ryan Traver to 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. On a roll call vote:

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

Nays: None

Abstain: None

Motion carried.

**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

B. MARSHALL DISTRICT LIBRARY BOARD REPRESENTATIVE APPOINTMENT

Moved by Jacob Gates, supported by Theresa Chaney-Huggett to re-appoint Gerald Marshall to the Marshall District Library Board for a three-year term expiring on March 31, 2028. On a voice vote: **Motion carried.**

C. BROOKS NATURE AREA ADVISORY BOARD APPOINTMENT

Moved by Ryan Traver, supported by Theresa Chaney-Huggett to approve the appointment of Christy Benson to the Brooks Nature Area Advisory Board with terms ending on August 15, 2026. On a voice vote: **Motion carried.**

D. AIRPORT BOARD APPOINTMENT

Moved by Jacob Gates, supported by Ryan Underhill to approve the appointment of Glenn Shaw to the Airport Board with a term ending on October 1, 2027. On a voice vote: **Motion carried.**

E. SOUTH NEIGHBORHOOD IMPROVEMENT AUTHORITY APPOINTMENT

Moved by Ryan Traver, supported by Theresa Chaney-Huggett to approve the appointment of Emily Kelly to the South Neighborhood Improvement Authority for terms ending on December 31, 2028. 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 Maggie Emerson-Rich of 616 Union St gave public comment.

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

The meeting was adjourned at 7:51 pm.

Respectfully submitted by,

Michelle Eubank
City Clerk

02/25/2025 10:52 AM
User: KWAGNER
DB: Marshall

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 02/14/2025 - 02/14/2025
JOURNALIZED
PAID

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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
02142025	ASHBY, RON	ARTICLE 40 SEC 1: MEALS 1/31,2/1,2/2,2/6		40.00
02142025	HEATH, MIRANDA	ARTICLE 40 SECT 1: MEALS 2/2		10.00
#254	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 3-PERSON \$145/HR 2025.173		5,582.50
02142025	WISE, JOSHUA	ARTICLE 40 SECT 1: MEALS 1/31 & 2/1		30.00
GRAND TOTAL:				5,662.50

02/25/2025 10:52 AM
User: KWAGNER
DB: Marshall

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 02/18/2025 - 02/18/2025
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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
02012025	COGENT COMMUNICATIONS, MAJOR CAMPUS	100000 MBPS SERVICE	2025.092	20,119.36
GRAND TOTAL:				20,119.36

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 02/21/2025 - 02/21/2025
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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
167418	BOSHEARS FORD SALES, I	REPAIRS TO VEHICLE #M3		1,367.49
02/21/2025	BURD, SUSAN	UB refund for account: 164200		67.92
02192025	BYRD ELECTRIC, LLC	REFUND FOR PERMIT PE23-116 FINAL INSPECT		80.00
769721	CHR SOLUTIONS	FIBERNET MANAGED IT SERVICES JANUARY 2025.055		5,100.00
770158	CHR SOLUTIONS	FIBERNET MANAGED IT SERVICES FEBRUARY 2025.055		5,100.00
02212025	CITY OF BATTLE CREEK	ACCT NO. 81365-001 WATER/SEWER AT 12140		918.72
51034	CITY OF COLDWATER	CUST NO. 2590 SEMI-ANNUAL "BEAST" REPAIR		1,136.30
325936	CIVICPLUS LLC	CIVICREC YEAR 1 SOFTWARE	2025.214	5,838.00
02/21/2025	CORBETT, JAMES	UB refund for account: 2900100058		36.58
637942	DARLING ACE HARDWARE	ALUM TUBE 3/4" X4'		16.99
638079	DARLING ACE HARDWARE	INSECT REPELLENT		91.08
638273	DARLING ACE HARDWARE	DECK SCREWS, REBAR STEEL 1/2" X36"		52.58
638623	DARLING ACE HARDWARE	HOSE NOZZLE		16.99
638714	DARLING ACE HARDWARE	RETURNED KEY		(2.39)
638709	DARLING ACE HARDWARE	KEYS		14.34
638701	DARLING ACE HARDWARE	BATTERIES, HEARING PROTECTION HEADPHONES		126.98
638977	DARLING ACE HARDWARE	ROPE BRD GLD POLY 50		9.99
639009	DARLING ACE HARDWARE	TRASH CAN 10GAL, TRASH BAGS		34.98
639100	DARLING ACE HARDWARE	GLOVES, HOLE SAW CARBIDE, SHOVEL		112.96
639078	DARLING ACE HARDWARE	CLOTHESLINE		25.98
639170	DARLING ACE HARDWARE	MARKING PAINT		90.90
639461	DARLING ACE HARDWARE	CUTWHEEL, SUPER GLUE		14.98
639757	DARLING ACE HARDWARE	TUBE ALUMINUM, KNIFE, BORING BIT		32.96
639900	DARLING ACE HARDWARE	MIRROR		22.99
639913	DARLING ACE HARDWARE	CEMENT		22.99
640041	DARLING ACE HARDWARE	KEYS		7.17
640057	DARLING ACE HARDWARE	RETURNED KEYS		(7.17)
640121	DARLING ACE HARDWARE	TORCH KIT		69.99
640154	DARLING ACE HARDWARE	TAPE MEASURE		11.99
640257	DARLING ACE HARDWARE	STAKE 1X2X24"		42.96
640253	DARLING ACE HARDWARE	SAW BLADE		18.99
640200	DARLING ACE HARDWARE	BOX LEVEL ALUM 24"		32.99
640281	DARLING ACE HARDWARE	BAR PRY 1X70"		44.99
640596	DARLING ACE HARDWARE	PIPE JOINT COMPOUND		9.78
640728	DARLING ACE HARDWARE	COUPLINGS		16.18
640800	DARLING ACE HARDWARE	TIMBER OIL 1G		59.99
640879	DARLING ACE HARDWARE	PADLOCKS		17.99
640911	DARLING ACE HARDWARE	SAWZAL BLADE		17.99
640905	DARLING ACE HARDWARE	BATTERIES		35.98
640961	DARLING ACE HARDWARE	AIR FRESHENER		18.57
641068	DARLING ACE HARDWARE	GREASE		9.99
641029	DARLING ACE HARDWARE	BATTERY RACK, WALL MOUNT RACK		60.98
641027	DARLING ACE HARDWARE	BATTERY RACK, LP GAS		86.94
641170	DARLING ACE HARDWARE	TIMBER OIL 1G		49.99
641305	DARLING ACE HARDWARE	MOUNTING TAPE 3/4"		44.47
641710	DARLING ACE HARDWARE	STORAGE STRAPS, HOOK ROPE		21.84
641757	DARLING ACE HARDWARE	CHISELS, GORILLA TAPE		52.96
641731	DARLING ACE HARDWARE	VINEGAR		7.99
641809	DARLING ACE HARDWARE	MARKING PAINT		19.98
642150	DARLING ACE HARDWARE	MOP W/ BUCKET, CLEANER		59.58
642431	DARLING ACE HARDWARE	NUTS, BOLTS		2.92
642625	DARLING ACE HARDWARE	MARKING PAINT, GLOVES		46.97
643145	DARLING ACE HARDWARE	CARWASH		8.59
643209	DARLING ACE HARDWARE	GLOVES		38.98
643229	DARLING ACE HARDWARE	RUBBER Mallet		14.99
643211	DARLING ACE HARDWARE	HOLE SAW, SAW BLADES		64.92
643380	DARLING ACE HARDWARE	HID ED17 E26 MH 175W		179.94
643393	DARLING ACE HARDWARE	RETURNED HID ED17 E26 MH 175W		(119.96)
643341	DARLING ACE HARDWARE	NUTS, BOLTS		18.00
643480	DARLING ACE HARDWARE	DRILL BIT		32.99
643710	DARLING ACE HARDWARE	CONDUIT STRAP, GFCI OUTLET, PVC PIPE		88.28
643774	DARLING ACE HARDWARE	BATTERIES, DUCT TAPE		36.57
643726	DARLING ACE HARDWARE	HOLE SAW W/ ARBOR, DUCT SEAL		21.98
643765	DARLING ACE HARDWARE	DB POLYPRO ROPE 1/2" X 50'		14.99
643810	DARLING ACE HARDWARE	NUTS, BOLTS, THREADLOCKER		5.14
643828	DARLING ACE HARDWARE	DRIVER BIT SET 54PC		29.99
644214	DARLING ACE HARDWARE	LP GAS		29.94
644316	DARLING ACE HARDWARE	DRILL BIT, WASHERS, WALL ANCHORS		20.57
644541	DARLING ACE HARDWARE	CLAMPS, SHEET METAL 8 X 3/4, NUTS, BOLTS		14.07
644545	DARLING ACE HARDWARE	TUBE ALUMINUM		7.98
644579	DARLING ACE HARDWARE	TUBE ROUND 16GA 1/2 X 48"		29.98
644601	DARLING ACE HARDWARE	KEYS		7.17
644602	DARLING ACE HARDWARE	KEYS		1.12
644691	DARLING ACE HARDWARE	WALL PLATES, DRILL BIT, WALL ANCHORS		24.71
644791	DARLING ACE HARDWARE	PVC PIPE, PVC ADAPTER		46.26
644739	DARLING ACE HARDWARE	WEATHERPROOF COVER, SCREWS, STRAPS		80.69
644736	DARLING ACE HARDWARE	GFCI OUTLETS, O-RINGS		293.51
644853	DARLING ACE HARDWARE	10 X 3/4 HEX BOND SDS		19.98
644868	DARLING ACE HARDWARE	PRUNING SAW		269.99

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 02/21/2025 - 02/21/2025
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INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
644906	DARLING ACE HARDWARE	PROPANE HEATER		149.99
645086	DARLING ACE HARDWARE	CORNER BRACE		13.98
645091	DARLING ACE HARDWARE	1/4 X 2-1/4 TMSTR HEX MASONARY		51.99
645148	DARLING ACE HARDWARE	SPRAY PAINT, GROUND CONNECTOR, NUTS (CHR		40.57
645366	DARLING ACE HARDWARE	PUTTY KNIFE		6.38
645577	DARLING ACE HARDWARE	DRILL BIT, NUTS, BOLTS		18.79
645908	DARLING ACE HARDWARE	TORX HEX KEY SET, SCREWDRIVER		31.98
645966	DARLING ACE HARDWARE	MIRROR		22.99
646289	DARLING ACE HARDWARE	HOLE SAWS		35.98
646342	DARLING ACE HARDWARE	PROPANE, SCREWDRIVER		18.77
646501	DARLING ACE HARDWARE	3/4" KNOCKOUT SEAL, SCREWDRIVER		20.15
647052	DARLING ACE HARDWARE	HITCH PIN & CLIP, DRILL BIT		75.94
647195	DARLING ACE HARDWARE	WALL ANCHORS		21.99
647292	DARLING ACE HARDWARE	MINERAL SPIRITS 1GAL		21.99
647255	DARLING ACE HARDWARE	KEYS, LANYARD, KEY TAG		36.96
647304	DARLING ACE HARDWARE	CHAINSAW CHAIN		43.99
647652	DARLING ACE HARDWARE	TORCH KIT		89.99
647678	DARLING ACE HARDWARE	PAINT ROLLER		12.58
647749	DARLING ACE HARDWARE	KEYS		9.56
647818	DARLING ACE HARDWARE	WALL PLATES		26.07
647938	DARLING ACE HARDWARE	WASHERS, HEX CAPS		161.52
648009	DARLING ACE HARDWARE	PUSH SPREADER, METAL SHEET		94.98
648011	DARLING ACE HARDWARE	SALT SPREADER		85.00
647991	DARLING ACE HARDWARE	CLEANING SUPPLIES		33.35
648003	DARLING ACE HARDWARE	DRILL BITS		32.98
648062	DARLING ACE HARDWARE	HEARING PROTECTION HEADPHONES, FLOOR SQU		197.71
648045	DARLING ACE HARDWARE	PAINT ROLLERS		23.98
648110	DARLING ACE HARDWARE	BARREL BOLTS, PLEXIGLASS		51.93
648107	DARLING ACE HARDWARE	CARWASH		17.18
648177	DARLING ACE HARDWARE	JOINT COMPOUND		14.99
648262	DARLING ACE HARDWARE	STIHL CHAINSAW		655.20
648265	DARLING ACE HARDWARE	TRASH BAGS, DRAIN CLEANER, SUMP PUMP		285.97
648284	DARLING ACE HARDWARE	RECIPROCATING SAW BLADE, PLIERS, SCREWDR		76.97
648287	DARLING ACE HARDWARE	LP GAS		32.97
648319	DARLING ACE HARDWARE	RATCHET AND SOCKET SET		228.98
648303	DARLING ACE HARDWARE	TORX BIT SOCKET		9.59
648305	DARLING ACE HARDWARE	PVC PIPE ADAPTERS		9.17
648328	DARLING ACE HARDWARE	JOINT COMPOUND		23.99
648310	DARLING ACE HARDWARE	DUCT TAPE, VELCRO		80.57
648411	DARLING ACE HARDWARE	FLOOR FLANGE, GARDEN HOSE, BATTERIES		102.95
648424	DARLING ACE HARDWARE	CLEANER		10.98
648466	DARLING ACE HARDWARE	ICE MELT COMPOUND		29.98
648674	DARLING ACE HARDWARE	WIRE STRIPPER, SABER DRIVE		51.98
648675	DARLING ACE HARDWARE	T-HANDLE TAP WRENCH, NUTS, BOLTS		24.75
648832	DARLING ACE HARDWARE	PAINTER'S TAPE		9.18
648826	DARLING ACE HARDWARE	14IN CHAIN		64.78
648851	DARLING ACE HARDWARE	UTILITY GRAB HOOK		19.98
648861	DARLING ACE HARDWARE	IMPACT DRIVER, HAMMER DRILL, SCREWS		429.96
648945	DARLING ACE HARDWARE	SWITCH		16.49
648948	DARLING ACE HARDWARE	SALT SOFTENER, BATTERIES		41.64
648942	DARLING ACE HARDWARE	SHOVELS		89.97
648065	DARLING ACE HARDWARE	6V BATTERY (QTY 6)		209.94
648222	DARLING ACE HARDWARE	STEEL T- STRIKE, NUTS, BOLTS		9.45
02/21/2025	DEVIN WOLF	UB refund for account: 1397		67.60
02/21/2025	DUNKER, STEPHEN	UB refund for account: 309702		76.00
34CWL	GRAND TRAVERSE RESORT	2025 MRWA ANNUAL CONFERENCE - AMBLER, AA		625.60
02132025	GROENEVELD, ANDREW	BOOT ALLOWANCE - GROENEVELD, ANDREW		55.62
02212025	GUTSUE CONSTRUCTION, L	CAHILL PAYMENT REQUEST - CONSTRUCTION IN		313,516.31
02132025	HOME DEPOT CREDIT SERV	ACCT NO. 6035 3225 3883 7836 ACSR CUTTER		405.58
2020-129	KALAMAZOO RIVER WATERS	2024 ANNUAL TMDL FEE		703.00
02/21/2025	LAFERTY, MARTIN	UB refund for account: 1401880007		39.77
02022025	LOWES BUSINESS ACCOUNT	ACCT NO. 821 3023 902596 5 SANDER		48.39
02/21/2025	MATTIS, DORA OR KLINGE	UB refund for account: 1101740001		106.12
02/21/2025	MCCARTHY, TIM & TRACY	UB refund for account: 215500		38.14
02062025	MCGINTY, HITCH, PERSON	CLIENT NO. 4030.001 SERVICES THROUGH 1/3		13,124.00
S5482627.001	MEDLER ELECTRIC COMPAN	6" TERMINAL ADAPTER		89.80
S5483281.001	MEDLER ELECTRIC COMPAN	4PVC LB PVC BODY W/ COVER E986N CARLON		140.51
S5488393.001	MEDLER ELECTRIC COMPAN	METERING SUPPLIES		1,222.94
S5488393.002	MEDLER ELECTRIC COMPAN	METERING SUPPLIES		211.41
02/21/2025	MYERS II, RICHARD	UB refund for account: 1500680005		58.27
NNS74184	NEONOVA NETWORK SERVIC	ISP TECH SUPPORT DECEMBER 2024		1,726.66
NNS75812	NEONOVA NETWORK SERVIC	ISP TECH SUPPORT JANUARY 2025		1,000.00
02202025	NORFOLK HOMES OF ALWYN	PROPERTY TAX REFUND - DUPLICATE PAYMENT		2,452.42
9917	PARRISH EXCAVATING, IN	PSB DRAIN SCOPE & REPAIR (NORTH SIDE OF 2025.117		13,276.30
02202025	RIGGS, JAY	BOOT ALLOWANCE - RIGGS, JAY		210.00
7003874993	STAPLES	CUST ACCT # DET 10081052 OFFICE SUPPLIES		462.03
11296447	STATE OF MICHIGAN	ANNUAL AIR QUALITY FEE FOR EMISSIONS		2,060.00
591-11297725	STATE OF MICHIGAN - MD	AIRPORT WEATHER OBS & DATA SYSTEM OCT -		548.05
02/21/2025	STEINER, CHARITY	UB refund for account: 100004008		6.93

02/25/2025 10:54 AM
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DB: Marshall

APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 02/21/2025 - 02/21/2025
JOURNALIZED
PAID

Page: 3/3

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
255	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 2/10/25 - 2/16/2	2025.173	5,800.00
370055	VIEW NEWSPAPER GROUP	ACCOUNT ID: 100527 NEWSPAPER ADS DECEMBE		2,450.00
371950	VIEW NEWSPAPER GROUP	ACCOUNT ID: 100527 NEWSPAPER ADS JANUARY		763.00
02192025	WHEATON, JERAMY	MEAL REIMBURSEMENT FOR WCC FIBER TECHNIC		22.00
GRAND TOTAL:				387,760.83

ITEM: 10.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marcia Strange, Director of Community Development
DATE: March 3, 2025
SUBJECT: **BROWNFIELD DEVELOPMENT AGREEMENT - BUILDING BETTER SPACES, LLC**

At the February 27, 2025, DDA/LDFA/BRA meeting, the attached Brownfield Plan Development and Reimbursement Agreement was approved. The agreement details the requirements and process identified in the Brownfield plan established by City Council at your January 21, 2025, meeting.

The item is included for informational purposes and requires no formal action by City Council.

BUDGET IMPACT:

The current taxable value (TV) of the property is \$23,400 and, upon build-out of the proposed project, this would increase to ~\$500,000. The baseline TV would continue to be paid to the various taxing units, and the incremental TV would be used for eligible expenses repayment to the developer for a term of 24 years. Following the capture in 2049, the various taxing units would receive tax revenue based on the increased TV post redevelopment improvements.

RECOMMENDATION:

No action is required.

BROWNFIELD PLAN DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS BROWNFIELD PLAN DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the "Agreement"), is entered into on _____, 2025 between the **CITY OF MARSHALL BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended, MCL 125.2651 et seq. ("Act 381"), whose address is 323 West Michigan Avenue, Marshall, Michigan 49068 (the "Authority"), and **BUILDING BETTER SPACES, LLC**, a Michigan limited liability company, whose address is 119 Marshall Street, Battle Creek, Michigan 49014 (the "Developer") (individually, a "party", collectively, the "parties").

RECITALS

- A. The Authority, and the City of Marshall (the "City"), have determined that brownfield redevelopment constitutes the performance of an essential public purpose which protects and promotes the public health, safety and welfare.
- B. The City has established a Brownfield Redevelopment Authority and the Authority, and the City have adopted a Brownfield Plan specifically for this site (the "Plan"), pursuant to the provisions of Act 381.
- C. The Authority and the City have designated certain properties that have conditions of environmental contamination, blight or obsolescence as appropriate sites for creating a Plan.
- D. Act 381 permits the use of the real and personal property tax revenues generated from the increase in value (the "Increment") to brownfield sites constituting Eligible Property under Act 381 resulting from their redevelopment to pay or reimburse the payment of costs of conducting Eligible Activities (these costs are referred to as "Eligible Costs") and permits the reimbursement to Developer of Eligible Costs it has incurred.
- E. Developer currently owns property in the City commonly known as 100 Page Street and 500 Industrial Road, Marshall, Michigan 49068, Parcel Numbers 53-002-552-01 & 53-002-560-00.
- F. The Property has been included in the Plan and qualified as an "Eligible Property" under the terms of Act 381.
- G. Developer intends to redevelop the Property, which is a facility, into a commercial storage units business. The total capital investment on the project is expected to be approximately \$1.27 million. Commencement of construction of the project is intended to begin within six-eight months of the Effective Date of this Agreement and be completed within 24 months thereafter (Together, this description constitutes the "Project").
- H. The Project will require the Developer to incur Eligible Costs associated with certain Eligible Activities including environmental response activities, site preparation activities, public infrastructure improvements. Brownfield Plan/Work Plan preparation and contingency and which may require the services of various contractors, engineers, environmental consultants, attorneys and other professionals. The Developer's Eligible Costs shall not exceed \$588,459, over a period of not-to-exceed 20 years and/or actual expenses incurred and documented to the Authority's satisfaction.
- I. The parties are entering into this Agreement to establish the procedure for the reimbursement from Tax Increment Revenues under Act 381 as amended.
- J. The obligation of Developer to develop the Project on the Property is contingent

upon Developer's ability to secure the following:

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

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

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

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

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

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

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

4. Evidence of Ownership. Not later than the date of delivery of the Capture Commencement Notice, Developer shall provide to the Authority each of the following: (a)

evidence satisfactory to the Authority that the Developer has acquired fee simple title to the Property, which evidence shall include (without limitation) a copy of a recorded deed to the Property in favor of the Developer; and (b) a copy of a commitment for owner's title insurance with respect to the Property (the "Commitment"), which Commitment shall show the Developer as record owner of the Property, and shall otherwise be in form and reasonably substance satisfactory to the Authority.

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

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

7. Reimbursement Process.

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

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

7.2. Authority Staff Review. The Authority Staff shall review each reimbursement request within 30 days after receiving it. If Authority Staff determines that the documentation submitted by the Developer is not a Completed Request, then Developer shall

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

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

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

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

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

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

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

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

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

- (a) The Authority will continue to make the Tax Increment Financing Reimbursement payments based upon its taxing authorities assessment of the real property taxes for the Project;
- (b) Once any tax appeals are adjudicated, the Authority will make adjusted payments pursuant to Section 8.3 of this Agreement.

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

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

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

9.2. Employment Opportunities. To make every reasonable effort to work with the City and community employment agencies to hire city residents for new employment opportunities created by the Project, and to encourage the local contracting of employment opportunities through re-entry employment programs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

this Agreement.

13. Remedies upon Default.

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

- (a) All other remedies available at law or in equity;
- (b) In addition, if the Developer fails to substantially complete the Project within the timelines required by this Agreement (but subject to Force Majeure), or if Developer otherwise defaults prior to substantial completion of the Project, Developer shall pay back to the Authority (within thirty (30) days following demand by the Authority) any amounts paid to Developer as reimbursement for Eligible Costs with respect to such incomplete phase of the Project pursuant to the terms of this Agreement or otherwise; and
- (c) Withhold, suspend or rescind reimbursement to Developer for Eligible Costs from Tax Increment Revenue as set forth in Paragraph 5 until Developer has cured such default to the satisfaction of the Authority. Any such action by the Authority shall not under any circumstances extend the time period under subparagraph 3.2 unless specifically approved by the Authority.
- (d) The Authority is responsible for its own cost and expenses including attorney fees incurred by the Authority to enforce its rights under this Agreement.

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

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

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

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

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

If to Developer:

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

If to the Authority:

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

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

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

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

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

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

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

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

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

is not in default under the Agreement; or if Developer is in default, stating the nature of the default.

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

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

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

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

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

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

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

[Signatures appear on the following pages]

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

CITY OF MARSHALL BROWNFIELD REDEVELOPMENT AUTHORITY

By: _____

Its: _____

BUILDING BETTER
SPACES, LLC

By: _____

Its: _____

EXHIBITS:

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

ITEM: 13.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
DATE: March 3, 2025
SUBJECT: **WATER PURCHASE AGREEMENT - MARSHALL & BATTLE CREEK**

The City of Marshall, upon acceptance of the newly constructed and installed water system from MAEDA, will have water infrastructure that connects with the City of Battle Creek's water distribution system. The connection is at two locations on Michigan Avenue and Verona Road where each road generally intersects with 13 Mile Road. The connections are made via two transmission mains, 20-inch and 16-inch, along Michigan Avenue, Verona Road, and 15 Mile Road in Emmett and Marshall Townships.

The City of Marshall has collaborated with the City of Battle Creek on a proposed 30- year water agreement to purchase bulk water. In summary, the agreement outlines the commitment of the City of Battle Creek's supply of water to be purchased by the City of Marshall, including the rate methodology that will be utilized. Additionally, several operational parameters are defined in the agreement that are important to maintaining the quality of water and the capacity of water reserved for the City of Marshall by the City of Battle Creek is defined.

The effective date of the terms of the agreement will start when the City of Marshall takes possession of the water infrastructure improvements, a third party customer becomes a rate payer and the contract has been approved by the last signatory. Until all three conditions are met, the agreement will not commence.

BUDGET IMPACT:

The expense of water purchased by the City of Marshall from the City of Battle Creek will be offset by water sold to City of Marshall customers of the municipal water utility.

RECOMMENDATION:

Approve the Water Service Contract between City of Battle Creek and City of Marshall in substantial form and authorize the City Manager and City Clerk to sign the necessary documents.

Water Service Contract Between City of Battle Creek and City of Marshall

This Water Service Contract is made between the City of Battle Creek ("COBC"), a Michigan municipal corporation and the City of Marshall ("Customer"), a Michigan municipal corporation. COBC and Customer may be referred to individually as "Party" or collectively as the "Parties."

Recitals

The purpose of this Contract is to provide for the service of potable water to Customer; and

COBC owns and operates a Water Supply System; and

Customer seeks to obtain water services from COBC, which COBC is willing and able to provide; and

Customer requested water supply from COBC to meet the initial demand of the Marshall Area Jobs, Opportunity, and Recreation (MAJOR) Campus; and

Customer, through a local economic development corporation, has facilitated and funded the capital improvements necessary to supply water to the MAJOR Campus; and

COBC has excess water supply capacity and is willing to convey water to Customer; and

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

Article 1. Definitions

1.01 The following words and expressions, or pronouns used in their stead, shall be construed as follows:

"Commission" shall mean the City Commission of the COBC.

"Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and any amendments, as may be executed and approved by Customer's governing body and the Commission.

"Contract Term" shall have the meaning ascribed in Article 2 herein.

"Customer Maximum Day Demand" shall mean Customers recorded water usage on the COBC Maximum Day. Customer Maximum Day Demand shall, in conjunction with Customer Peak Hour Demand, be a component of its Maximum Flow Rate.

“Customer Peak Hour Demand” shall mean Customer’s recorded water usage during the COBC Peak Hour. Customer Peak Hour Demand, in conjunction with Customer Maximum Day Demand, shall be a component of its Maximum Flow Rate.

“Filling Schedule” shall have the meaning ascribed in Article 22 herein.

“Maximum Flow Rate” shall mean the aggregate amount of water usage that Customer commits not to exceed, as determined by the Customer Maximum Day Demand and the Customer Peak Hour Demand, collectively.

“Meter Facilities” shall mean a location in which a wholesale water meter is housed including, without limitation, meter pits and meter vaults.

“MGD” shall mean million gallons per day.

“Notices” shall mean all notices, consents, approvals, requests and other communications required to be given under the terms of this Contract.

“Pressure Problem” shall have the meaning ascribed in Article 5 herein.

“Pressure Range” shall have the meaning ascribed in Article 5 herein.

“Projected Annual Volume” shall mean the projected annual water sales to Customer as set forth in Exhibit B.

“Service Area” shall mean the mutually agreed upon area where Customer is permitted to distribute water received from COBC under the terms of this Contract which (a) may be entirely within the corporate limits of Customer or may exceed the corporate limits of Customer and (b) which may or may not include the entire geographical area within the Customer’s corporate limits.

“System” shall mean the public water works system owned, operated and maintained by COBC and any improvements, additions and/or changes to the System made by COBC, which improvements, additions and/or changes shall be owned, operated and maintained by COBC.

“Water Distribution Points” shall have the meaning ascribed in Article 4 herein.

“Water Infrastructure improvements” shall mean public water works system owned, operated and maintained by Customer and any improvements, additions and/or changes made to the **Infrastructure improvements** by Customer, which improvements, additions and/or changes shall be owned, operated and maintained by Customer.

Article 2. Contract Term

- 2.01 Term.** COBC shall sell and supply water to Customer from the System in accordance with the terms of this Contract for a period of thirty years from the effective date of this Contract and any ten-year renewal terms (collectively the “Contract Term”), subject to Article 3. The effective date of this Contract shall be when: 1) Customer takes possession of “water infrastructure improvements” (as identified and defined herein) from contractor; and 2) an industrial/manufacturing third-party user of said water infrastructure improvements becomes a water user/rate payer of Customer; and thereafter, 3) the Contract has been approved by the last signatory party (“Effective Date). This Contract replaces and supersedes any and all prior agreements between the Parties related to the provision of water services.
- 2.02 Renewal.** In addition to the terms of Section 2.01, this Contract shall automatically renew at the conclusion of the thirty-year term for an additional ten-year term, unless a Party provides written notification to the other Party in accordance with Article 16 on or before the conclusion of the twenty-fifth year of the thirty-year term stating its intent not to renew this Contract. Thereafter, this Contract shall automatically renew every ten years for an additional ten-year term, unless a Party provides written notification to the other Party in accordance with Article 16 on or before the conclusion of the fifth year of the then current ten-year term stating its intent not to renew this Contract. The automatic renewals of this Contract shall not preclude a review of its terms and the Parties are encouraged to reaffirm or amend its terms as necessary. The Parties may, in writing, mutually agree upon a longer renewal term.
- 2.03 Notification of Renewal.** COBC shall notify Customer of its first Contract renewal option during the twenty-fifth year of the thirty-year term; provided, however, that COBC’s failure to so notify Customer shall not obviate Customer’s obligations as set forth in Section 2.02.

Article 3. Early Termination

3.01-3.03 Reserved.

- 3.04 Formation of Water Authority.** Customer may join with another authority, city, township, village or other municipal corporation recognized by the State of Michigan to form a water authority for the sole purpose of collectively contracting for water service from COBC. The exercise of this right shall not be construed as an early termination of this Contract and this Contract shall be voided upon the approval of a new water service contract by the governing body of the Authority and the Commission.
- 3.05 Customer Annexation or Consolidation.** In the event the territory of Customer is annexed or consolidated with another Michigan municipal corporation and if said municipal corporation is a current customer of COBC, then such an annexation or consolidation shall

not be construed as an early termination of this Contract and this Contract shall be voided upon the approval of a new or amended water service contract with the annexing or consolidating municipal corporation.

Article 4. Service Area; License to Use Essential Water Mains

- 4.01 Delivery Location.** Water shall be delivered by COBC to Customer at the location(s) identified in Exhibit A (collectively, the “Water Distribution Points”), and at other locations as may be mutually agreed upon in writing by COBC and Customer.
- 4.02 Limit of Responsibility.** COBC shall have no responsibility for distributing, operating, repairing, replacing and maintaining any portions of Customer’s water supply system downstream of the Water Distribution Point(s) shown on Exhibit A.
- 4.03 COBC Responsibility.** COBC owns, leases, or licenses, and is responsible for operating and maintaining all parts of the System upstream from Customer's Water Distribution Points.

Should COBC fail to maintain any COBC-owned, leased, or licensed water distribution system to the point of connection with the Customer, Customer shall provide written notice to COBC which describes the objectionable condition. Upon receipt of the notice and subject to Section 11.01, COBC shall have thirty calendar days to repair the condition specified in the notice, unless the nature of the repair or a force majeure event prevents the repair within the thirty-day period, If COBC has not repaired the condition at the conclusion of the thirty-day period and has not provided a written explanation to Customer explaining the reason for the delay (e.g. necessary parts are on order or occurrence of a force majeure event specified in Section 11.01), then Customer may take reasonable steps to maintain the specified condition and charge the reasonable cost of doing so to COBC.

If Customer’s water service is metered by the COBC, with reasonable prior written notice to COBC, and occurring not more than the manufacturers recommended testing frequency, Customer may have an expert acceptable to COBC inspect and verify the accuracy of COBC meter(s), with the costs of such inspections split between equally between the Parties. COBC assumes no liability for any disruption of the water supply to Customer associated with such an inspection.

- 4.04 Extension of Service Area.** Customer’s distribution of water supplied by COBC shall be limited to the Service Area stated in Exhibit A. The Parties agree that situations may arise in which Customer desires to extend its Service Area, either temporarily or permanently, beyond its corporate limits. Should such a situation arise, Customer shall provide written notice to COBC explaining the nature, duration and extent of the requested Service Area extension. COBC shall have the option, which it may exercise at any time, of requiring a written amendment to this Contract to accommodate the change in Service Area. Should COBC determine that an immediate amendment is required, the Parties shall, within

thirty calendar days of Customer's request, meet to negotiate mutually agreeable terms for the extension of the Service Area. COBC shall not unreasonably deny a request to extend the Service Area.

4.05 Change or Addition of Water Distribution Points. Water Distribution Points may be added or changed only by the express written agreement of COBC and Customer and shall be embodied in a written amendment to this Contract.

4.06 Supplier. Customer is a supplier of water to its own service area. At the Effective Date of this agreement, COBC will become a supplier for a portion of the Customer's Service Area, subject to this Agreement. If Customer contracts with another supplier of water for a different portion of its service area that will not connect with the Blue Oval loop, Customer will notify COBC 30 days prior to the operation of said connection.

Article 5. Operational Parameters

5.01 Periodic Review. A contractually binding operational parameter list, such as Minimum Annual Volume, Maximum Flow Rate, Pressure Range, Projected Annual Volume, etc., shall be established, if applicable, by mutual agreement and be described in detail under Exhibit B.

A. Years One Through Five. Annually, for the first five years of the agreement COBC and Customer will establish operating parameters as shown in Exhibit B.

B. Years Six and Beyond. In year five, and every five years after, COBC and Customer shall renegotiate, if applicable, a contractually binding Minimum Annual Volume, Maximum Flow Rate, Pressure Range, Projected Annual Volume, etc., for the succeeding five years of the Contract Term. If the Parties do not negotiate new or revised Operational Parameters according to the aforementioned schedule, then the figures established for the most recent contract year (as shown in Exhibit B) shall become contractually binding for the next five year term. If Customer fails to meet the Minimum Annual Volume for three of the preceding five years, COBC shall be able to reduce the Maximum Flow Rate for the remainder of this Contract so long as the Maximum Flow Rate is sufficient to satisfy the agreed-upon Projected Annual Volume.

5.02 Pressure Range. COBC shall use its best efforts to deliver water at the Water Distribution Points at a pressure range ("Pressure Range") outlined in Exhibit B as measured at points to be determined by the mutual agreement of the Parties.

5.03 Remedy for Non-Compliance with Pressure Range. If the water pressure at the Water Distribution Points is above or below the Pressure Range, at Customer's request the Parties shall meet within thirty calendar days to discuss the reasons for the non-compliance and, if agreed necessary, develop and implement a mutually agreeable written corrective action plan within sixty calendar days of the meeting, or as otherwise

agreed. The corrective action plan shall include a timetable for resolution of the non-compliance issue(s).

- A. If it is determined that another customer's exceedance of the rates of flow established by that customer's Maximum Flow Rate caused or contributed to COBC's inability to meet its Pressure Range agreement with Customer, then the corrective action plan shall provide for the resolution of the issue.
- B. If Customer is exceeding the rates of flow established by its Maximum Flow Rate, if any, at the time Customer experiences a variation from the Pressure Range, then COBC shall be relieved from its obligation to provide water to Customer within the Pressure Range for that period of time during which Customer is exceeding the rates of flow established by its Maximum Flow Rate.

5.04 Maximum Flow Rate. Customer's Maximum Flow Rate, if any, is specified in Exhibit B. Customer shall not exceed the Maximum Flow Rate specified in Exhibit B.

- A. Should Customer exceed 85% of the Maximum Flow Rate for 15 consecutive business days, Parties are to meet to resolve exceedance or renegotiate the Maximum Flow Rate.
- B. COBC shall notify all customers in writing on or before October 1 of each calendar year if Customer or any other wholesale customer is alleged to have exceeded its Maximum Flow Rate in a given calendar year. The notice shall state the day and/or hour that Customer or any other wholesale water customer is alleged to have exceeded its Maximum Flow Rate.
- C. If Customer is alleged to be in breach of its obligations under this Section 5.03, the Parties shall endeavor to meet before November 1 of the current calendar year, or as soon as practicable, for the purposes of validating the breach, reviewing and analyzing the causes, and to negotiate a possible remedy pursuant to Sections 5.04 and 5.05 herein.

5.05 Remedy for Non-Compliance with Maximum Flow Rate. COBC has no obligation to supply to Customer more than the Maximum Flow Rate. If Customer exceeds its Maximum Flow Rate on the Customer Maximum Day or during the Customer Peak Hour, COBC and Customer may, as needed, take one or more of the following actions. The applicability of any particular action shall be evaluated by COBC on a case-by-case basis.

- A. COBC may require that Customer take all reasonable steps to reduce its consumption to the Maximum Flow Rate. Such steps may include water conservation measures, outdoor water use restrictions, water loss studies and remediation, and an internal system operation evaluation.

- B. The Parties may meet to negotiate a new Maximum Flow Rate. If so negotiated, Customer shall pay the charge associated with the new Maximum Flow Rate in the subsequent fiscal year and applicable costs of any systems upgrades required.

5.06 Procedure for Non-Compliance with Maximum Flow Rate. In addition to the remedies specified in Section 5.05, if Customer has failed in its obligations under Section 5.04, the Parties shall meet to discuss the reasons for the non-compliance and if agreed necessary, develop a mutually agreeable written corrective action plan by December 31 of the year in which the non-compliance occurred, or as otherwise agreed. Any corrective action plan required under this Section 5.06 shall include a timetable for resolution of the noncompliance issue(s).

- A. If the Parties determine that a corrective action plan is not required and an incident of non-compliance occurs in the subsequent calendar year, the Parties shall meet to develop a mutually agreeable written corrective action plan by December 31 of the year in which the non-compliance occurred, or as otherwise agreed.
- B. In the event the reason for Customer's non-compliance under Section 5.03 is due to a Customer water main break, fire, or meter calibration performed by COBC, these events will be taken into consideration as mitigating factors when examining Maximum Flow Rate or non-compliance.

5.07 Minimum Annual Volume. If applicable, Customer shall purchase from COBC not less than the Minimum Annual Volume of water specified in Exhibit B. If Customer's Annual Volume is less than the Minimum Annual Volume, Customer shall pay to COBC an amount computed by applying the current charge to the Minimum Annual Volume less any amounts already billed to the Customer by COBC.

5.08 Remedy for Excessive Rate(s) of Flow Causing Pressure Problem(s). Customer acknowledges that Customer's rates of flow may cause and/or contribute to COBC's inability to meet its Pressure Range agreements with Customer and/or COBC's other customers (hereinafter, "Pressure Problem"). COBC may review or monitor Customer's daily rates of flow if a Pressure Problem occurs and COBC's Pressure Range agreement with Customer and/or another customer of COBC is alleged to have been breached. The approximate rate of flow by individual meter location used to establish the Pressure Range and Maximum Flow Rate is specified in Exhibit B. If a Pressure Problem occurs, the Parties shall meet to discuss the reasons for the Pressure Problem and develop and implement a mutually agreeable written corrective action plan within sixty calendar days of the Pressure Problem, or as otherwise agreed. The corrective action plan may require one or both of the following steps:

- A. COBC may require that Customer take all reasonable steps to reduce its consumption to the rate of flow established by the Maximum Flow Rate. Such

steps may include water conservation measures, outdoor water use restrictions, water loss studies and remediation, and an internal system operation evaluation.

- B. The Parties may meet to negotiate a new Maximum Flow Rate. If so negotiated, Customer shall pay the charge associated with the new Maximum Flow Rate in the subsequent fiscal year.

If the Parties determine that a corrective action plan is not required and a subsequent Pressure Problem occurs, the Parties shall meet to develop and implement a mutually agreeable written corrective action plan within sixty calendar days of the subsequent Pressure Problem, or as otherwise agreed. Any corrective action plan required under this Section 5.08 shall include a timetable for resolution of the Pressure Problem. In the event the reason for the Pressure Problem is due to a Customer water main break, fire, or meter calibration performed by COBC, these events will be taken into consideration in determining (1) whether a corrective action plan is warranted and (2) the extent to which, if any, the steps specified above in this Section 5.08 should apply. In developing any corrective action plan, the Parties will take into account that Customer may be served by multiple points of connection and will utilize their collaborative best efforts to work towards developing the best solution to minimize capital and operating costs.

5.09 COBC Costs for Corrective Action Plan. If at any time COBC is required under the terms of this Article 5 to develop and implement a corrective action plan and the plan involves incurring capital costs, COBC will determine whether the costs will be charged as a System cost or whether the cost will be borne by a specific customer or customers. COBC determination will be presented to customer and a full justification of costs provided to customer(s). Subject to the requirements of the federal and state Safe Drinking Water Acts and/or any other legal or regulatory requirements, written agreement shall be reached by all involved parties prior to the start of corrective action work.

5.10 Customer Costs for Corrective Action Plan. If at any time Customer is required under the terms of this Article 5 to develop and implement a corrective action plan, Customer shall be so informed in writing and Customer will pay reasonable costs related to the corrective action plan.

5.11 Infrastructure Capacity. Customer provided for the construction of infrastructure to connect COBC, Emmett Township, and Customer's systems. Benefit was provided to all entities with this construction.

- A. Customer Project Demand.** Infrastructure built to provide connection and supply of water from COBC to Customer was designed for a water demand of 5 MGD.
- B. Capacity of Infrastructure.** COBC and Customer agree the infrastructure built to connect COBC and Customer's systems was designed with specific future growth demands. COBC and Customer agree that the following infrastructure and listed

capacity are reserved for the Customer until mutually agreed to relinquish a portion or all of listed capacity.

Verona Pump Station Improvements	4.0 MGD
Verona Transmission Main	5 MGD
Michigan Ave Transmission Main	5 MGD
Total Capacity:	5 MGD

Article 6. [RESERVED]

Article 7. Charges

- 7.01 Charges.** Charges shall be reasonable in relation to the costs incurred by COBC for the supply of water and shall conform to Public Act 34 of 1917, Michigan Compiled Laws, Sec. 123.141, et seq., as amended. COBC shall give written notice of any changes in the charges. Notice shall be made in accordance with Section 5c of Public Act 279 of 1909, Michigan Compiled Laws, Sec. 117.5c, as amended, ("Act 279").
- 7.02 Notification of Charges.** As soon as possible in the charge-making process, COBC shall provide information on proposed charges and the draft data and information used in the calculation of proposed charges in a format that will enable Customer to assist in the charge-making process. Not less than sixty calendar days prior to the hearing required by Act 279, COBC shall provide Customer with written notice of a proposed charge and the underlying data used to calculate the charges. COBC shall meet with Customer to review the charges and the data.
- 7.03 Estimate of Usage.** In the event meters fail to correctly measure the quantity of water supplied to Customer for any period of time, COBC shall provide a reasonable estimate of the quantity of water supplied to Customer for such period provided that there is a reasonable basis for the estimate. Customer and COBC shall through their respective technical representatives seek agreement upon a method to estimate such quantities. In the event the Parties are unable to agree upon a method to estimate such quantities, COBC's determination of a method shall be conclusive and Customer agrees to accept the estimate established by COBC.
- 7.04 Charge Methodology.** COBC agrees to provide to Customer an updated description of the methodology for charge-making in the form of the Rates document as may be periodically updated. The initial rate documents, to include itemization of costs, have been provided to Customer by COBC. The charge methodology documents referred to in this paragraph and any updates shall be provided to Customer via notification address in Exhibit B and section 7.02.
- A. Use and Credit Rate.** As outlined in Exhibit A, water will enter and exit at the Customer's Water Delivery points. COBC agrees to credit customer for water exiting

the Customers Service Area at the same rate and volume as charges for water entering Customer's Service Area.

Article 8. Meters and Meter Facilities

- 8.01 Metering Requirement.** All water furnished by COBC to Customer shall be measured by water meters installed in Meter Facilities at Customer's Water Distribution Points unless, in COBC's determination, it is not feasible to install water meters due to the configuration of the COBC and Customer's water system.
- 8.02 Customer Maintenance Responsibilities.** Customer shall be responsible for maintaining at its Water Distribution Points any and all appurtenances, if any, designated as Customer's responsibility in Exhibit A. Should Customer fail to maintain the appurtenances shown in Exhibit A, COBC may take reasonable steps to maintain the appurtenances and charge the reasonable cost of doing so to Customer. Prior to COBC taking action to maintain the appurtenances, COBC shall give Customer thirty days written notice to complete the required maintenance. Prior notice to Customer shall not be required if, in COBC's determination, there exists an emergency condition affecting the operation of the System or if the health, safety and welfare of the general public may be jeopardized. In an emergency condition, COBC will contact a designated emergency contact provide by the customer as soon as reasonably practical following the identification of the issue.
- 8.03 RESERVED.**
- 8.04 Meter Repair and Replacement.** If COBC initiates a meter repair or meter replacement, the cost shall be recovered through COBC's charges as a System cost. If Customer requests a meter replacement for reasons other than malfunction or disrepair, Customer shall pay the cost of the replacement.
- 8.05 Pressure Regulating Facilities.** After the effective date of this Contract, all newly installed downstream Customer-owned pressure regulating facilities shall be installed in a facility that is separate from COBC's Meter Facility.

Article 9. Dispute Resolution

- 9.01** Any and all claims alleging a breach of or arising out of this Contract may first be submitted to an alternative dispute resolution process. An alternative dispute resolution process may include, but is not limited to, facilitation, binding arbitration, or non-binding arbitration. Each Party shall be responsible for its own costs and fees (including expert witness fees and attorney fees), unless otherwise agreed to in writing. The Parties shall agree upon the form and procedures for the agreed upon alternative dispute resolution process. This Article 9 shall not prohibit a Party from seeking relief directly from a court of competent jurisdiction at any time.

Article 10. Default Provisions

10.01 In the event either Party commits a material breach of this Contract, the Party alleging the breach shall give written notice of the breach to the other Party within a reasonable time of discovering the breach. The Party in breach shall be given a reasonable time to cure the breach. If the Party in breach fails to cure the breach, the non-breaching Party may declare this Contract in default and pursue all available legal remedies, including termination of this Contract for cause and/or, if the non-breaching Party is COBC and Customer has filed a petition under Chapter 9 of 11 U.S.C §101 et seq., COBC shall be entitled, under and subject to the conditions of 11 U.S.C §366, to petition the court for adequate assurances for payment in the form of a security deposit of not less than two times the average monthly amount billed under Section 7.01 in the proceeding twelve months. In the event that the Party in breach is showing reasonable progress toward curing the breach, the Party alleging the breach may extend the time for curing the breach.

Article 11. Force Majeure, Hold Harmless and Other Events

11.01 Force Majeure. No failure or delay in performance of this Contract, by either Party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to machinery or lines of pipe, the binding order of any court or governmental authority, substantial loss of industrial users and/or decline of demand, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a Party, except that no cause or contingency shall relieve Customer – or, if applicable, Customer’s end users – of its obligation to make payment for water delivered by COBC. The party invoking this paragraph shall notify the other party as soon as reasonably practicable and the parties shall meet and confer in good faith in order to amend this Agreement as necessary, to ensure that the applicable infrastructure can be maintained and all applicable regulatory requirements are satisfied.

11.02 COBC Liability for Breakage to Pipes. Except to the extent that COBC is the proximate cause, COBC shall not be held liable or accountable for any bursting, leakage, breakage, damage or accident of any kind that may occur to Customer’s water distribution system, or any damages of any kind or nature, including, but not limited to, injury to persons or damage to property, resulting from or alleged to result from such bursting, leakage, breakage, damage or accident that may occur to water mains or pipes located downstream of the Water Distribution Points specified herein, or located within Customer's distribution system.

11.03 Discontinuance of Service. In the event the public health, safety and welfare requires COBC to discontinue temporarily all or part of the supply of water to Customer, no claims for damages of any kind or nature for such discontinuance shall be made by Customer

against COBC. COBC will provide notice to Customer of any temporary discontinuance of the water supply.

Article 12. Timely Payment; Trust Accounts; Security Deposit Account

- 12.01 Billing and Payment.** COBC shall invoice Customer monthly. Any portion of the charges that are not paid by the due date shall be subject to a finance charge at a rate of 1.5% per month for each month that they remain unpaid. Any portion of the total bill, plus any finance charges applied to the bill which are not paid by the next billing date, shall be shown on the next bill as arrears.
- 12.02 Dispute.** COBC shall not terminate water service if there is a good faith dispute concerning the accuracy of billings. If the accuracy of a bill is in dispute, Customer shall have ten (10) business days from the date of the invoice in which to provide written notice to COBC of its dispute with the bill and shall place the disputed amount in an escrow account pending resolution of the dispute. Accrued interest on the escrow account shall belong to the Party that prevails in the resolution of the dispute.

Article 13. Assignment

- 13.01** This Contract shall not be assigned, in whole or in part, by either Party without the prior written consent of the other Party.

Article 14. Ensuring Equality of Contract Terms

- 14.01** If COBC enters into any contract, and any amendments thereto, with a water service customer other than Customer, and the material terms of such other contract are more favorable than the material terms of Customer's Contract, Customer may elect to adopt all of such other material terms. However, if Customer exercises the option provided for in this Article 14, Customer must accept all material terms of the other contract in their entirety and may not select among various terms contained in multiple other contracts by, for example, selecting the Contract Term from one contract and the Early Termination Costs provision of another contract. The terms and conditions of Exhibit B of this Contract are specifically excluded from the application of this Article.

Article 15. Amendment

- 15.01** The Parties may periodically consider it in their best interests to change, modify or extend a term, condition or covenant of this Contract for reasons which may include, but are not limited to, the creation, expansion or closing of industry or other business. Any change, addition, deletion, extension or modification that is mutually agreed upon by COBC and Customer shall be incorporated in a written amendment to this Contract. Such amendments shall not invalidate this Contract nor relieve or release either Party of any of its respective obligations under this Contract unless so stated in the amendment.

- 15.02** No amendment to this Contract shall be effective and binding upon the Parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both Parties, and is approved by Customer's governing body and the Commission.

Article 16. Notices

- 16.01** Except as otherwise specified herein, all notices, consents, approvals, requests and other communications (collectively, "Notices") required or permitted under this Contract, including without limitation those for billing, payment and other routine correspondence regarding day-to-day operational matters, shall be given in writing and mailed by first class mail to the Parties and at the addresses identified in Exhibit B.
- 16.02** All Notices shall be deemed given on the day of post-marked mailing. Any Notice given by a Party hereunder must be signed by an authorized representative of such Party.
- 16.03** Notwithstanding the requirement above as to the use of first-class mail, Notices regarding change of address and any Notices required by Sections 2.02, 4.03, 7.01, 7.02, 8.03, 10.01, and 12.02 shall be sent by certified first-class mail, postage prepaid.

Article 17. Water Quality

- 17.01 Contamination.** For the protection of the health of all consumers supplied with water from the System, Customer agrees to guard carefully against all forms of contamination. Should contamination occur, the area or areas affected shall immediately be shut off and isolated, and shall remain so until such conditions shall have been abated, and the water declared safe and fit for human consumption by the properly constituted governmental health agencies having jurisdiction of the area affected. Customer shall immediately notify COBC, and COBC shall immediately notify Customer, of any emergency or condition that may affect the quality of water in either Party's system.
- 17.02 Co-mingling of Water Sources.** Customer will only co-mingle water of differing sources where co-mingled water has been approved by the State primacy agency. Except in cases of emergency, Customer will not permit water from any other source of supply to be mixed or mingled with water from the System without prior written approval from COBC. In cases of emergency, only such water from sources other than COBC shall be used and shall meet the requirements of the State primacy agency and then only in such quantities as shall be necessary to relieve the emergency.
- 17.03 Water Quality.** COBC and Customer shall endeavor to remain in compliance with all applicable Michigan and Federal laws, rules and regulations regarding drinking water quality.
- A. Analysis of Water Quality.** Customer and COBC recognize that the infrastructure built to connect the Customers Service Area to COBC water supply has been sized for future

expansion. As such, the infrastructure is sized for water use demands that will likely not be met in the early years of this contract. COBC and Customer agree that during the first year following the Effective Date, Customer, at its own expense, will conduct a water quality study within the Customer's service area. COBC agrees to support this effort through information and data sharing of COBC water quality tests and parameters at the request of Customer.

Upon completion of the study Customer will share the results with COBC. COBC and Customer agree to establish a mutually beneficial standard operating procedure with a focus of maintaining water quality within both systems.

- B. Standard Operating Procedure.** Annually, for years two through six of this agreement, COBC and Customer shall meet to review, and make applicable updates, to the Standard Operating Procedure. The Parties shall collaborate on devising a mutually beneficial Standard Operating Procedure. Following year six, the Standard Operating Procedure, will be reviewed on the same five-year schedule as the Operational Parameters.

Article 18. Rights-of-Way

18.01 RESERVED.

- 18.02 Relocation of Facilities.** Should future construction by any city, township, village, or county require relocation of a water transmission main, Meter Facility or other COBC facility, the cost incurred by COBC for such relocation shall be reimbursed by the entity requiring the relocation.

- 18.03 Easements.** Subject to the provisions of Article 18, and to the extent that Customer has jurisdiction, COBC shall be granted temporary and permanent easements, and shall be permitted to use the streets, alleys and highways within Customer's legal jurisdiction for the purpose of constructing, operating and maintaining the System, including the relocation of water transmission mains, Meter Facilities or other COBC facilities. This consent by Customer is given in compliance with Article 7, Sec. 29 of the Michigan Constitution of 1963, provided that COBC shall provide Customer with a written explanation of the type of easement required and the duration thereof.

Article 19. Access to Towers and Antennas

- 19.01** If necessary, and where possible, each Party shall give to the other Party access to towers and antennas under its respective jurisdiction for the purpose of transmitting information recorded in the Meter Facilities. Access shall not be unreasonably denied by either Party.

Article 20. Relationship to Wastewater Services

- 20.01** Customer and COBC acknowledge that future growth in the System may place additional burdens on their respective wastewater systems. Customer, if it is also a wastewater disposal services customer of COBC, understands that any increase in the volume of water it receives from the System is not a guarantee of increased capacity in the wastewater disposal system owned COBC.

Article 21. Construction Standards

- 21.01** COBC shall have the right to review and approve Customers construction plans for Meter Facilities at new Water Distribution Points, water mains sized six inches and larger, pump stations, reservoirs, water towers, and any other construction that will cross, or be within close proximity to, or have influence upon System infrastructure. COBC's approval of construction plans shall be timely and shall not be unreasonably withheld.

Article 22. Operation of Storage

- 22.01** Prior to Customer's operation of any new or existing water storage facility, Customer shall seek COBC's written approval of the filling schedule ("Filling Schedule") of the storage facility, COBC may periodically require Customer to change or adjust a previously approved Filling Schedule. The Parties shall collaborate on devising a mutually beneficial Filling Schedule. If the Parties are unable to agree upon a Filling Schedule, COBC's determination of a Filling Schedule shall be final. All Filling Schedules shall be for a period of six consecutive hours. Customer shall at all times abide by the then-current COBC approved Filling Schedule. COBC shall act promptly to approve Filling Schedule requests. Nothing in this Article 22 shall prevent Customer from operating its storage facility at any time, provided that any storage operation that falls outside of the approved Filling Schedule shall not be exempt from the terms of Article 5 herein.

Article 23. Miscellaneous

- 23.01** If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- 23.02** This Contract, including Exhibits A and B, contains the entire agreement between the Parties and all prior negotiations and agreements are merged into this Contract. Neither Party has made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by either Party by implication or otherwise unless expressly set forth in this Contract.
- 23.03** Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.

- 23.04** The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.
- 23.05** The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity. This Contract and all actions arising under it shall be governed by, subject to, and construed according to the laws of the State of Michigan.
- 23.06** This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, COBC shall provide a copy to the Customer.
- 23.07** The rights and benefits under this Contract shall inure to the benefit of and be binding upon the respective Parties hereto, their agents, successors, and assigns.
- 23.08** The Recital paragraphs of this Contract and any and all documents, memoranda, reports, exhibits or other written material referred to in this Contract are and shall be fully incorporated by reference herein.
- 23.09** This Contract shall be deemed to be mutually drafted and shall not be construed against either Party.

(Signatures appear on next page)

Accordingly, COBC and Customer, by and through their duly authorized officers and representatives, have executed this Contract.

City of Battle Creek

City of Marshall

Ted Dearing, interim City Manager

Derek Perry, City Manager

Approved as to Form:

William Kim, City Attorney

David Revore, City Attorney

EXHIBIT A
Service Area Map; Essential Water Mains

This Exhibit contains the following information **[IF APPLICABLE]**:

1. The corporate limits of Customer;
2. The agreed upon water Service Area of Customer which (a) may or may not be entirely within the corporate limits of Customer and (b) which may or may not include the entire area within the Customer's corporate limits;
3. The specific location of the Water Distribution Points, including any COBC approved emergency connections;
4. The designation of appurtenances to be maintained by Customer and those to be maintained by COBC; and
5. A list of any closed meter locations. The Parties acknowledge and agree that as of the Effective Date there are no closed meter locations.
6. A list of what facilities, if any, have been constructed by COBC specifically for the benefit of Customer. The Parties acknowledge and agree that as of the Effective Date there are no such facilities.
7. A list of any retail or commercial accounts of Customer that are outside of Customer's corporate limits.



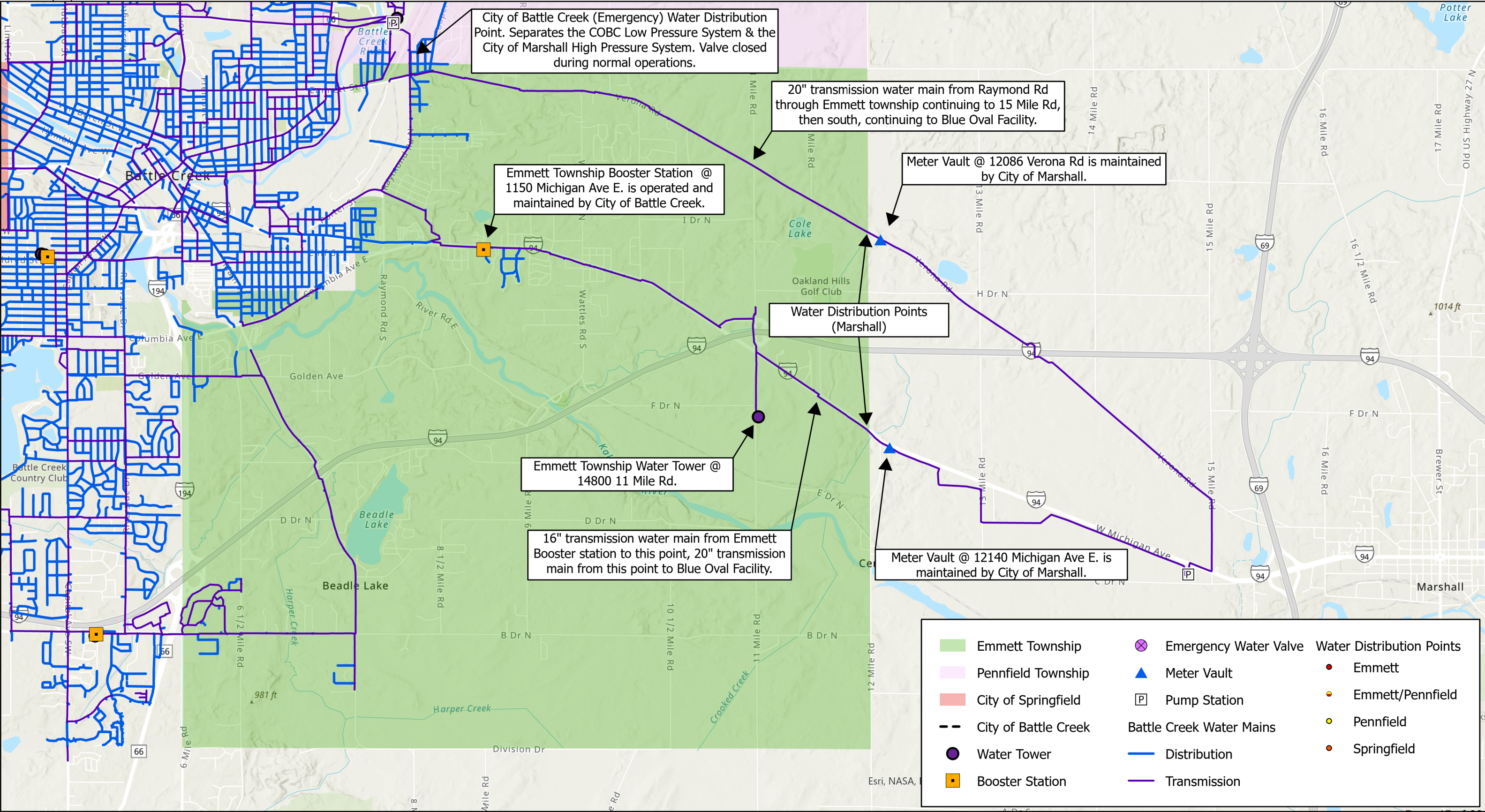
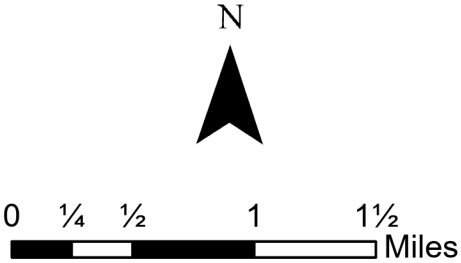
Every reasonable effort has been made to assure the accuracy of this map and associated data. The City of Battle Creek (hereinafter "City") makes no warranty, representation, or guarantee as to the content, sequence, accuracy, timeliness, or completeness of any data herein. The user of this map should not rely on the data provided herein for any reason. The City explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. The City shall assume no liability for any decision made or actions taken or not taken by the user of the map in reliance upon any information or data furnished hereunder. To be sure of the accuracy, please check with City staff for updated information.

Date: 2/11/2025

Exhibit - A

City of Marshall

Prepared by:
The City of Battle Creek
Department of Public Works
150 South Kendall Street
Battle Creek, MI 49037
Phone (269) 966-3343
Fax (269) 966-3482



Emmett Township	Emergency Water Valve	Water Distribution Points Emmett Emmett/Pennfield Pennfield Springfield
Pennfield Township	Meter Vault	
City of Springfield	Pump Station	
City of Battle Creek	Battle Creek Water Mains	
Water Tower	Distribution	
Booster Station	Transmission	

EXHIBIT B

Projected Annual Volume and Minimum Annual Volume (Table 1)

Maximum Flow Rate (Table 2)

Pressure Ranges (Table 3)

Addresses for Notice (Table 4)

Table 1 and Table 2 set forth the agreed upon Projected Annual Volumes, Minimum Annual Volumes, and Maximum Flow Rate for the term of this Contract provided that figures in bold type face are immediately enforceable pursuant to the terms of Section 5.01 and italicized figures are contained for planning purposes only but will become effective absent the negotiated replacements anticipated in Section 5.01. It is further understood that the Maximum Flow Rate in Table 2 is calculated based on the Projected Annual Volumes and Minimum Annual Volumes in Table 1 and a reduction in the agreed-on Projected Annual Volumes will result in a reduction in Maximum Flow Rate.

Table 1 - Projected Annual Flow Volume and Minimum Annual Flow Volume		
Fiscal Year Ending June 30	Projected Annual Volume (MG)	Minimum Annual Volume (MG)
2025	36.5	4.56
2026	91.25	11.41
2027	91.25	11.41
2028	182.5	22.81
2029	182.5	22.81
2030	182.5	22.81
2031	182.5	22.81
2032	182.5	22.81
2033	182.5	22.81
2034	182.5	22.81
2035	182.5	22.81
2036	182.5	22.81
2037	182.5	22.81
2038	182.5	22.81
2039	182.5	22.81
2040	182.5	22.81
2041	182.5	22.81
2042	182.5	22.81
2043	182.5	22.81
2044	182.5	22.81
2045	182.5	22.81
2046	182.5	22.81
2047	182.5	22.81
2048	182.5	22.81
2049	182.5	22.81
2050	182.5	22.81
2051	182.5	22.81
2052	182.5	22.81
2053	182.5	22.81
2054	182.5	22.81

Table 2 – Maximum Flow Rate	
Year	Maximum Flow Rate (MGD):
2025	5.0
2026	5.0
2027	5.0
2028	5.0
2029	5.0
<i>2030</i>	<i>5.0</i>
<i>2031</i>	<i>5.0</i>
<i>2032</i>	<i>5.0</i>
<i>2033</i>	<i>5.0</i>
<i>2034</i>	<i>5.0</i>
<i>2035</i>	<i>5.0</i>
<i>2036</i>	<i>5.0</i>
<i>2037</i>	<i>5.0</i>
<i>2038</i>	<i>5.0</i>
<i>2039</i>	<i>5.0</i>
<i>2040</i>	<i>5.0</i>
<i>2041</i>	<i>5.0</i>
<i>2042</i>	<i>5.0</i>
<i>2043</i>	<i>5.0</i>
<i>2044</i>	<i>5.0</i>
<i>2045</i>	<i>5.0</i>
<i>2046</i>	<i>5.0</i>
<i>2047</i>	<i>5.0</i>
<i>2048</i>	<i>5.0</i>
<i>2049</i>	<i>5.0</i>
<i>2050</i>	<i>5.0</i>
<i>2051</i>	<i>5.0</i>
<i>2052</i>	<i>5.0</i>
<i>2053</i>	<i>5.0</i>
<i>2054</i>	<i>5.0</i>

Table 3 - Pressure Ranges				
Fiscal Year Ending June 30	Pressure Range (PSI) Verona Road		Pressure Range (PSI) Michigan Avenue	
	Min	Max	Min	Max
2025	55	80	60	85
2026	55	80	60	85
2027	55	80	60	85
2028	55	80	60	85
2029	55	80	60	85
<i>2030</i>	<i>55</i>	<i>80</i>	<i>60</i>	<i>85</i>
<i>2031</i>	<i>55</i>	<i>80</i>	<i>60</i>	<i>85</i>
<i>2032</i>	<i>55</i>	<i>80</i>	<i>60</i>	<i>85</i>
<i>2033</i>	<i>55</i>	<i>80</i>	<i>60</i>	<i>85</i>
<i>2034</i>	<i>55</i>	<i>80</i>	<i>60</i>	<i>85</i>
<i>2035</i>	<i>55</i>	<i>80</i>	<i>60</i>	<i>85</i>
<i>2036</i>	<i>55</i>	<i>80</i>	<i>60</i>	<i>85</i>
<i>2037</i>	<i>55</i>	<i>80</i>	<i>60</i>	<i>85</i>
<i>2038</i>	<i>55</i>	<i>80</i>	<i>60</i>	<i>85</i>
<i>2039</i>	<i>55</i>	<i>80</i>	<i>60</i>	<i>85</i>
<i>2040</i>	<i>55</i>	<i>80</i>	<i>60</i>	<i>85</i>
<i>2041</i>	<i>55</i>	<i>80</i>	<i>60</i>	<i>85</i>
<i>2042</i>	<i>55</i>	<i>80</i>	<i>60</i>	<i>85</i>
<i>2043</i>	<i>55</i>	<i>80</i>	<i>60</i>	<i>85</i>
<i>2044</i>	<i>55</i>	<i>80</i>	<i>60</i>	<i>85</i>
<i>2045</i>	<i>55</i>	<i>80</i>	<i>60</i>	<i>85</i>
<i>2046</i>	<i>55</i>	<i>80</i>	<i>60</i>	<i>85</i>
<i>2047</i>	<i>55</i>	<i>80</i>	<i>60</i>	<i>85</i>
<i>2048</i>	<i>55</i>	<i>80</i>	<i>60</i>	<i>85</i>
<i>2049</i>	<i>55</i>	<i>80</i>	<i>60</i>	<i>85</i>
<i>2050</i>	<i>55</i>	<i>80</i>	<i>60</i>	<i>85</i>
<i>2051</i>	<i>55</i>	<i>80</i>	<i>60</i>	<i>85</i>
<i>2052</i>	<i>55</i>	<i>80</i>	<i>60</i>	<i>85</i>
<i>2053</i>	<i>55</i>	<i>80</i>	<i>60</i>	<i>85</i>
<i>2054</i>	<i>55</i>	<i>80</i>	<i>60</i>	<i>85</i>

Table 4 - Addresses for Notice	
If to the City of Battle Creek	If to Customer
City Manager City of Battle Creek 10 N. Division Street Battle Creek, MI 49014	City Manager City of Marshall 323 W Michigan Ave Marshall, MI 49068

ITEM: 13.B

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Derek N. Perry, City Manager
Marguerite Davenport, Director of Public Services
Joshua Lanker, Chief of Police
DATE: March 3, 2025
SUBJECT: SPECIAL EVENT REQUEST- BLUESFEST

The Downtown Development Authority has submitted the Bluesfest special event application for June 21, 2025, from 1200 to 2400 hours. As in years past, the event will require closure of Michigan Avenue from Eagle Street to Jefferson Street and Eagle Street from Michigan Avenue to Mansion Street. The event sponsor requested electric service, barricades for the street closure, rubbish carts, and street sweeping the morning after the event. As part of the waste control for the event, the black downtown trash cans will be removed for this event and 32 curbside carts will be set in place for spectator use.

This year the DDA is working with the members of the social district and are planning to keep the social district operational along with the beer tent. Members of both the DDA and the representatives of the various restaurants have met with city staff to discuss what will need to happen in order to make this happen and be successful for everyone involved.

A map of the proposed event layout is included with this report for reference.

BUDGET IMPACT:

The cost estimate to support this special event is approximately \$2,000. A majority of the expenses will occur in the General Fund but since this is a City-sponsored event, the costs to support the event will be absorbed by the respective fund/department providing the service.

RECOMMENDATION:

Approve the Bluesfest Special Event Application for June 21, 2025, from 1200 to 2400.



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

Special Events Application

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

Applicant Information

Name of Special Event: _____

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

Mailing/Billing Address: _____

City/State/ZIP Code: _____

Business Phone: _____ Cell Phone: _____

Email Address(es): _____

Event Information

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

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

1. Requested day(s), date(s), and time(s) of the Special Event: _____

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

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

3. Please describe the event(s): _____

4. What is the requested location(s) of the event(s): _____

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

Start and End Locations: _____

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

General

6. Is this event expected to occur again in a future calendar year? Yes_____No_____
- Normal Annual Date?_____
7. Have you included a map indicating the location of your event?* Yes_____No_____
8. Is your event located within the Downtown Development Authority? Yes_____No_____
9. Does the applicant wish to prohibit vending within the event area? Yes_____No_____
10. Does the applicant plan to include vending as part of this event?* Yes_____No_____
11. Will this event include the use of signs? Yes_____No_____
12. Will the event require the hanging of a banner? Yes_____No_____
13. Is the applicant requesting special parking arrangements, such as reserved parking?* Yes_____No_____

Public Services

14. Is the applicant requiring utility connections, such as electric or water services?* Yes_____No_____
15. Does the applicant require other public services? Yes_____No_____
- a. Barricades Yes_____No_____
- b. Fencing Yes_____No_____
- c. Street Sweeping Yes_____No_____
- d. Mowing Yes_____No_____
- e. Rubbish Containers Quantity:_____ Yes_____No_____
- f. Picnic Tables Yes_____No_____
- g. Cessation of Lawn Sprinklings Yes_____No_____
- h. Other_____ Yes_____No_____
- i. Map including indicating location of these services?* Yes_____No_____
16. Do you plan to utilize volunteers to help run the event? Yes_____No_____
17. Do you plan to rent a park facility for the event? Yes_____No_____

Public Safety

18. Does the applicant have any special security or safety concerns? Yes_____No_____
19. Are you requesting assistance from the Police/Fire Departments? Yes_____No_____
20. Will the event include loud or unusual sounds? Yes_____No_____
- a. Musicians Yes_____No_____
- b. Singers Yes_____No_____
- c. Amplified Announcers Yes_____No_____
- d. Carnival Rides Yes_____No_____
- e. Motor Vehicle Noises Yes_____No_____
- f. Other_____ Yes_____No_____
21. What are the planned hours for loud or unusual sounds?_____
22. Will the event include unusual lighting beyond what is normal at that location? Yes_____No_____

Alcohol Consumption

23. Are alcoholic beverages proposed to be served as part of the event? Yes_____No_____
24. Will you be utilizing a LLC regulated boundary? Yes_____No_____
25. Are you using the Social District for outdoor alcohol consumption? Yes_____No_____
26. Have all necessary liquor licenses been obtain at the time of this application? Yes_____No_____
27. Does the applicant have any other requests that are not listed in this form? Yes_____No_____
28. The applicant is require to provide \$1,000,000 of liability insurance coverage with respect to the event; have you attached a Certificate of Insurance listing the City of Marshall as an additionally insured? Yes_____No_____

Questionnaire Explanations

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

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

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

Continue to next page...

Applicant Signature

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

Applicant Signature: _____



Printed Name: _____

Michael Beck

Date: _____

4/14/2025

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

ITEM: 14.A

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Scott Wolfersberger, Mayor
Derek N. Perry, City Manager
DATE: March 3, 2025
SUBJECT: **DDA/LDFA/BRA APPOINTMENT**

The City of Marshall Downtown Development Authority (DDA), the Local Development Finance Authority (LDFA) and Brownfield Redevelopment Authority (BRA) are a combined board composed of eleven members. One of the DDA/LDFA/BRA Board of Director positions is reserved for Calhoun County under the LDFA component. Recently, the Calhoun County Board of Commissioners voted to appoint Commissioner Matt Saxton to the position as he represents the Marshall area district (#6).

Of note, the DDA/LDFA/BRA also has two seats reserved for the Marshall Public Schools (Board President Amanda Lanker, Superintendent Rebecca Jones) and a seat reserved for Kellogg Community College (Vice-Chair Matt Davis).

BUDGET IMPACT:

Members of the DDA/LDFA/BRA are not compensated.

RECOMMENDATION:

Approve the appointment of Matt Saxton to the DDA/LDFA/BRA for a term expiring December 31, 2026.

Board of Commissioners 02-20-25

Meeting Date: 2/20/2025

Marshall Local Development Finance Authority Appointment

Submitted For:

FROM: Kelli Scott, Administrator/Controller

Department: Administration

Information

RESOLUTION:

Resolved, that the Calhoun County Board of Commissioners makes the following appointment to the Marshall Local Development Finance Authority (LDFA) Board:

(Term to Expire December 31, 2026)

{a} Commissioner Matt Saxton

RECOMMENDATION:

BACKGROUND:

FISCAL IMPACT:

ATTACHMENTS:

ITEM: 14.B

ADMINISTRATIVE REPORT



TO: Honorable Mayor and City Council
FROM: Scott Wolfersberger, Mayor
Derek N. Perry, City Manager
DATE: March 3, 2025
SUBJECT: **PARKS, RECREATION AND CEMETERY BOARD APPOINTMENT**

City of Marshall Ordinance Chapter 31, Section 16 prescribes that the Parks, Recreation, and Cemetery Board shall consist of seven (7) members. Members of the board need not be residents of, nor electors of, the City of Marshall.

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 commencing on July 1 and ending June 30. In each case where a vacancy occurs on the Parks, Recreation, and Cemetery Board, the Mayor shall fill the vacancy within 30 days from the balance of the term in which the vacancy occurs, subject to the approval of the council.

Current Parks, Recreation and Cemetery Board membership includes:

Jim Coury	term ending July 1, 2026
Alex Culver	term ending July 1, 2026
Gerald Underhill	term ending July 1, 2027
Natalie Rector	term ending July 1, 2025
Mitch Robbins	term ending July 1, 2025
Zachery Shippell	term ending July 1, 2026

Jacob Gates City Council Liaison

Kaeli Hill has submitted her name and application for consideration.

BUDGET IMPACT:

Members of the Parks, Recreation and Cemetery Board serve without compensation.

RECOMMENDATION:

Approve the appointment of Kaeli Hill to the Parks, Recreation, and Cemetery Board for a term ending on July 1, 2027.



CITY OF MARSHALL BOARDS & COMMISSIONS APPLICATION

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

Date 2/16/2025

Applicant Name Kaeli Hill

Address [REDACTED] Marshall, MI 49068

Home Phone [REDACTED] Work Phone

E-Mail Address [REDACTED]

How long have you lived in the City of Marshall? 21+ years

Education Some College

Community Experience and Affiliations: Certified lay servant for Marshall United Methodist
Volunteer with Marshall HS Band, volunteer with MCP and Great Escape
theater companies, Ice, Wine and Blues volunteer and Women's philanthropic club

Please specify the Board/Committee sought: Parks, Recreation, and Cemetery board

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

Having raised 5 children here in Marshall and utilizing the resources here in the community, I feel it's important to

maintain our outdoor environment and find ways to better utilize the space.

The recreation field behind the current baseball fields is an exciting

opportunity to our community. We also have an amazing historical

cemetery here in Marshall that is full of educational resources.

Can you commit to attend all meeting: Yes ☒ No ☐

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