CITY COUNCIL AGENDA

Regular Meeting

September 2, 2025 at 7:00 PM

1) **CALL TO ORDER**
2) **ROLL CALL**
3) **INVOCATION**
4) **PLEDGE OF ALLEGIANCE**
5) **APPROVAL OF AGENDA** - Items can be added or deleted from the Agenda by City Council action.
6) **PUBLIC COMMENT ON AGENDA ITEMS** Persons addressing City Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of three (3) minutes. Comments shall address AGENDA ITEM topics. Public Hearing items should be addressed during the PUBLIC HEARING portion (Item 10) of the meeting agenda. Non-Agenda items shall be addressed during the PUBLIC COMMENT-NON-AGENDA ITEMS (Item 14) portion of the meeting agenda.
7) **CONSENT AGENDA**
   - **A.** **City Council Minutes**
     Regular Session - August 18, 2025
   - **B.** **City Bills**

Purchases 8/15/2025	$146,507.50
Purchases 8/22/2025	$2,075,377.58
Purchases 8/29/2025	$348,786.80
TOTAL	**$2,570,671.88**

   - **C.** **MASTER SERVICES AGREEMENT WITH COMMONWEALTH ASSOCIATES**
8) **PRESENTATIONS AND RECOGNITIONS**
9) **INFORMATIONAL ITEMS**
10) **PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION** Persons addressing City Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of three (3) minutes per public hearing.
11) **OLD BUSINESS**
12) **REPORTS AND RECOMMENDATIONS**
    - **A.** **CONTRACT - WATER TOWER PAINTING AND UPGRADES**
    - **B.** **INFORMATIONAL TECHNOLOGY (IT) SERVICES AGREEMENT**
13) **APPOINTMENTS / ELECTIONS**
14) **PUBLIC COMMENT ON NON-AGENDA ITEMS** Persons addressing City Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of two (2) minutes. Comments shall address NON-AGENDA ITEM topics. Public Hearing items shall be addressed during the PUBLIC HEARING portion (Item 10) of the meeting agenda. Agenda items should be addressed during the PUBLIC COMMENT-AGENDA ITEMS (Item 6) portion of the meeting agenda.
    - **A.** **WRITTEN COMMUNICATION RECEIVED**
15) **COUNCIL AND MANAGER COMMUNICATIONS**

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

16) ADJOURNMENT

CITY COUNCIL MINUTES

August 18, 2025

Regular Meeting - 7:00 PM

1) **CALL TO ORDER**

IN A REGULAR SESSION held on Monday, August 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, Jacob Gates, James Hackworth, Andrew Scibbe, Ryan Traver, and Ryan Underhill

Also Present: Manager Perry and Clerk Eubank

Absent: Theresa Chaney-Huggett

Moved by Jacob Gates, supported by Ryan Traver to excuse member Chaney-Huggett. 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 Andrew Scibbe 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 and Rebekah Sebring of Fredonia Twp gave public comment.

7) **CONSENT AGENDA**

Moved by Jacob Gates, supported by James Hackworth to approve the consent agenda as presented. On a roll call vote:

Ayes: Scott Wolfersberger, Jacob Gates, James Hackworth, Andrew Scibbe, Ryan Traver, Ryan Underhill
Nays: None
Abstain: None
Motion carried.

A. **<u>City Council Minutes</u>**
Work Session - August 4, 2025
Regular Session - August 4, 2025

B. **City Bills**

Purchases 8/1/2025	$29,829.71
Purchases 8/5/2025	$924,697.15
Purchases 8/8/2025	$169,001.42
July Power Purchase	$1,136,924.73
Total	**$2,260,453.01**

C. SPECIAL EVENT REQUEST- CHOOSE MARSHALL CHRISTMAS TREE LIGHTING

D. SPECIAL EVENT REQUEST - COSTUME PARADE

E. CDBG GRANT FOR 125-127 W. MICHIGAN AVE RENTAL REHAB - SET PUBLIC HEARING

8) PRESENTATIONS AND RECOGNITIONS

9) INFORMATIONAL ITEMS

10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

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

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

A. WATER AND SEWER CAPACITY FEES

Moved by Andrew Scibbe, supported by James Hackworth to approve Resolution 2025-21, A Resolution to Update Water and Sewer Capacity Fees, 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, Jacob Gates, James Hackworth, Andrew Scibbe
Nays: None
Abstain: None
Motion carried.

CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. 2025-21

A RESOLUTION TO UPDATE WATER AND SEWER CAPACITY FEES

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

PRESENT:
ABSENT:

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

WHEREAS, City of Marshall deems it necessary and appropriate to periodically review fees and rates as certain costs are incurred in providing a service, and the intent is to set fees at an amount to recover those costs and remain competitive with surrounding municipalities; and

WHEREAS, City of Marshall recently completed a comprehensive Water and Sewer Capacity Fee Rate Study. The study objective was to establish an equitable, understandable, defensible cost recovery philosophy according to industry standards, primarily those endorsed by the American Water Works Association (AWWA); and

WHEREAS, City of Marshall proposes charging capacity fees to customers connecting to the water and/or sanitary sewer systems. Capacity fees operate as "one-time" charge to recover the cost of capacity to serve new development; and

WHEREAS, City of Marshall has established the Capacity Fee based on the developer determined meter size at the requested connection to the water and/or sewer system. The rate determined is on a per Residential Equivalent Unit (REU) basis which is systematically increased for larger connections based on the industry standard equivalent meter chart; and

WHEREAS, the City of Marshall now wishes to establish those fees and rates in accordance with the Utility Rules and Regulations and as authorized by Chapter 53 of the City Code of Ordinances; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALL hereby updates the water and sewer capacity fees as follows:

Water Capacity Fee - $960 per REU
Sewer Capacity Fee - $1,840 per REU

Resolution declared adopted this 18th day of August 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 August 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. VEHICLE PURCHASE - PUBLIC WORKS

Moved by James Hackworth, supported by Ryan Underhill to approve the purchase of a 2025 F150 pickup truck in the amount of $46,895 utilizing the State of Michigan MIDeal program and authorize the City Manager and City Clerk to sign the necessary documents. On a roll call vote:

Ayes: Ryan Underhill, Scott Wolfersberger, Jacob Gates, James Hackworth, Andrew Scibbe, Ryan Traver
Nays: None
Abstain: None
Motion carried.

C. VEHICLE PURCHASE - PARKS MAINTENANCE

Moved by Ryan Traver, supported by James Hackworth to approve the purchase of a 2025 F450 4x4 truck with dump bed and plow in the amount of $98,790 utilizing the State of Michigan MIDeal program and authorize the City Manager and City Clerk to sign the necessary documents. On a roll call vote:

Ayes: Jacob Gates, James Hackworth, Andrew Scibbe, Ryan Traver, Ryan Underhill, Scott Wolfersberger
Nays: None
Abstain: None
Motion carried.

D. CDBG APPLICATION FOR HOUSING REPAIR GRANT PROGRAM - SET PUBLIC HEARING

Moved by Jacob Gates, supported by Andrew Scibbe to set a Public Hearing for the CDBG Application for the Housing Repair Grant Program for the September 15, 2025, City Council 7 PM regular meeting. On a voice vote: **Motion carried.**

E. SALE OF REAL PROPERTY - 0.06 ACRES AT 100 PAGE ST.

Moved by Ryan Traver, supported by James Hackworth to Approve Resolution No. 2025-22, A Resolution to Convey Property, and authorize the City Manager and City Clerk to sign the necessary documents. On a roll call vote:

Ayes: Scott Wolfersberger, Jacob Gates, James Hackworth, Andrew Scibbe, Ryan Traver, Ryan Underhill
Nays: None
Abstain: None
Motion carried.

CITY OF MARSHALL
A RESOLUTION TO CONVEY PROPERTY
RESOLUTION NO. 2025-22

The City of Marshall, Calhoun County, Michigan (the "City").

A regular meeting of the City of Marshall was held at the Town Hall, in the City of Marshall, on the ____ day of August, 2025, at ____________ o'clock in the PM.

The meeting was called to order at ______________________ o'clock in the ___ by ____.

Present: ____

Absent: ____

The following preamble and resolution were offered by Council Member ________________ __________________ and supported by Council Member ________________:

WHEREAS:

The City of Marshall, a Michigan city organized and operating under the provisions of the Home Rule City Act, MCL 117.1, et seq., as amended, whose address is 323 W. Michigan Ave., Marshall Michigan 49068, has an interest in real property (the "Property") situated in the City of Marshall, County of Calhoun, State of Michigan, described as follows:

SEE ATTACHMENT "1", EXHIBIT "A"

Tax Identification Nos. 53-002-560-00, 53-002-552-01 and Part of 53-002-538-01 and Part 53-008-301-00 (the "Property")

The City of Marshall has determined that it is necessary to convey the Property to Building Better Spaces, L.L.C., a Michigan limited liability company, to complete the development of storage units to increase economic vitality in the City of Marshall.

The City of Marshall has accepted as the purchase price of the Property in the amount of One and 00/100 Dollars ($1.00) (the "Purchase Price").

NOW, THEREFORE, BE IT RESOLVED THAT:

The City of Marshall does hereby authorize the sale of the Property identified in ATTACHMENT "1" as EXHIBIT "A"; to Building Better Spaces, L.L.C., a Michigan limited liability company for the purchase price of One and 00/100 Dollars ($1.00).

The City Council of the City of Marshall authorizes and directs Derek Perry, its City Manager, to execute the Quit Claim Deed, attached hereto substantially in the form as ATTACHMENT "1".

All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

Ayes: Members
Nays: Members

Resolution declared adopted.

____

____

Michelle Eubank Clerk, City of Marshall

The undersigned duly qualified and acting Clerk of the City of Marshall, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the City Council at a Regular meeting held on ____________________ ___, 2025, the original of which is a part of the Council's minutes and further certifies that notice of the meeting was given to the public pursuant to the provisions of the Open Meetings Act, 1976 PA 267, as amended.

____

Michelle Eubank Clerk, City of Marshall

QUIT CLAIM DEED

The City of Marshall, a Michigan city organized and operating under the provisions of the Home Rule City Act, MCL 117.1, et seq., as amended, whose address is 323 W. Michigan Ave., Marshall Michigan 49068 (the "Grantor") Quit Claims to Building Better Spaces, L.L.C., a Michigan limited liability company, whose street number and post office address is 5903 Soaring Eagle Way Battle Creek, MI 49014 (the "Grantee") , the following described premises located in the City of Marshall, County of Calhoun, and the State of Michigan:

See Legal Description attached as Exhibit "A" hereto.

Tax Identification Nos. 53-002-560-00, 53-002-552-01 and Part of 53-002-538-01 and Part of 53-008-301-00 (the "Property")

for the consideration and sum of one and 00/100 Dollars ($1.00).

This deed is subject to the covenants, conditions, restrictions, and reservations, of record.

This deed is exempt from transfer tax pursuant to Section 5(h)(i) of Public Act 134 of 1966, MCL 207.505(h)(i), as amended, and Section 6(h)(i) of Public Act 330 of 1993, MCL 207.526(h)(i), as amended.

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act, MCL 286.471, et seq., as amended.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

CITY OF MARSHALL, a Michigan city

Dated: ____________, 2025

By: ________________________________
Derek N. Perry
Its: City Manager

And

BUILDING BETTER SPACES, L.L.C.,

Dated: ____________, 2025

By: ________________________________

Its: ______________________________

STATE OF MICHIGAN

COUNTY OF Calhoun

Acknowledged before me in Calhoun County, Michigan, this _____ day of ____________________, 2025, by Michelle Eubank, City Clerk, the City of Marshall, a Michigan city.

________________________________(signatur
e)

__________________________________(printed
)

Notary Public, _______________County, Michigan
My Commission Expires: ____________________
Acting in the County of _____________________

When Recorded Return To:	**Send Subsequent Tax Bills To:**	**Prepared By (Without Ti Opinion):**
Building Better Spaces, L.L.C., 5903 Soaring Eagle Way Battle Creek, MI 49014.	Building Better Spaces, L.L.C., 5903 Soaring Eagle Way Battle Creek, MI 49014.	David M. Revore., Esq. McGinty, Hitch, Person, Anders & Revore, P.C. 3410 Belle Chase Way, Suite 60 Lansing, MI 48911

Exhibit "A"
Legal Description

LAND SITUATED IN THE CITY OF MARSHALL, COUNTY OF CALHOUN, STATE OF MICHIGAN AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWN 2 SOUTH, RANGE 6 WEST, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 26, TOWN 2 SOUTH, RANGE 6 WEST, CALHOUN COUNTY, MICHIGAN; THENCE SOUTH 00°20’41” EAST ALONG THE EAST LINE OF SAID SECTION 26, 456.35 FEET TO THE SOUTHERLY LINE OF PAGE AVENUE EXTENDED; THENCE NORTH 69°49’20” WEST ALONG SAID SOUTH LINE OF PAGE AVENUE 370.45 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°20’41” EAST AND PARALLEL WITH THE EAST LINE OF SAID SECTION 26, 401.78 FEET TO THE NORTH LINE OF INDUSTRIAL DRIVE; THENCE NORTH 84°56’31” WEST 317.43 FEET ALONG SAID NORTH LINE OF INDUSTRIAL DRIVE TO THE EASTERLY LINE OF MARTIN & HATCH ADDITION; THENCE NORTH 00°27’13” WEST 42.37 FEET ALONG THE EASTERLY LINE OF SAID MARTIN 8c HATCH ADDITION; THENCE NORTH 84°56’31” WEST 99 FEET TO THE EASTERLY LINE OF MULBERRY STREET; THENCE NORTH 00°27’13” WEST ALONG THE EASTERLY LINE OF SAID MULBERRY STREET 65.91 FEET; THENCE SOUTH 84°56’31” EAST 99 FEET TO THE EASTERLY LINE OF SAID MARTIN & HATCH ADDITION; THENCE NORTH 00°27’13” WEST ALONG THE EASTERLY LINE OF MARTIN & HATCH ADDITION 382.26 FEET TO THE SOUTH LINE OF SAID PAGE AVENUE; THENCE SOUTH 69°49’20” EAST ALONG THE SOUTH LINE OF SAID SOUTHERLY LINE OF PAGE AVENUE 338.43 FEET BACK TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

(ABOVE LEGAL DESCRIPTION INCLUDES LOT 2 OF MARTIN & HATCH ADDITION)

13) APPOINTMENTS / ELECTIONS

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

David Begg of W Green St, Karen Sheer of N Parkview, Barry Wayne Adams and Rebekah Sebring gave public comment.

15) COUNCIL AND MANAGER COMMUNICATIONS

16) ADJOURNMENT

The meeting was adjourned at 7:52 pm.

Respectfully submitted by,

Michelle Eubank
City Clerk

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
08/15/2025	BARKER III, MARTIN	UB refund for account: 3005440028		35.33
R18012	BUD'S TOWING & AUTOMOT	DART BUS INSPECTION & OIL CHANGE 7/14/25		238.53
17154	CCAIS	2025 NATIONAL NIGHT OUT COMFORT CENTER R		250.00
08/14/2025	CHEEMOUA VANG	UB refund for account: 3689		61.00
08152025	CITY OF MARSHALL	FARMER'S MARKET PETTY CASH REIMBURSEMENT		579.00
08/14/2025	CLARK, C. JEAN	UB refund for account: 2200580005		21.21
10069	COURTNEY & ASSOCIATES	ELECTRIC RATE AND CONSULTING RETAINER JU	2025.140	250.00
08072025	CROW, CURT	BOOT ALLOWANCE - CROW, CURT		95.39
654466	DARLING ACE HARDWARE	LP GAS		30.32
654987	DARLING ACE HARDWARE	SOCKET ADAPTER SET 4PC		22.99
654464	DARLING ACE HARDWARE	SHOVEL, TRANSPLANTER HAND 10"		103.94
655021	DARLING ACE HARDWARE	SOCKET 8PC IMP 1/2"		35.99
655022	DARLING ACE HARDWARE	SOCKET SET 3/8" 8PC / RETURN SOCKET 8PC		19.00
654166	DARLING ACE HARDWARE	CHAINSAW 16", POLE SAW KIT		583.97
654076	DARLING ACE HARDWARE	LP GAS		16.68
655491	DARLING ACE HARDWARE	SCRUBBER PADS		5.99
653480	DARLING ACE HARDWARE	CAP PVC 3/4"		2.39
653059	DARLING ACE HARDWARE	ICE SCRAPER		51.98
653479	DARLING ACE HARDWARE	CAP PVC 1"		3.59
655069	DARLING ACE HARDWARE	ELECTRICAL TAPE		52.74
653097	DARLING ACE HARDWARE	HP ULTRA OIL MIX, BATTERIES		77.96
655239	DARLING ACE HARDWARE	COUPLE 1.25" SXS		3.58
655207	DARLING ACE HARDWARE	HOLE SAW W/ ARBOR 2", 5GAL BUCKETS		46.35
654172	DARLING ACE HARDWARE	RD HMMR BIT SDS, NUTS, BOLTS		18.55
653257	DARLING ACE HARDWARE	CHAIN 18IN		41.69
653166	DARLING ACE HARDWARE	CHAIN 16IN		56.78
652714	DARLING ACE HARDWARE	STRAP HANGER GLV		4.99
652559	DARLING ACE HARDWARE	RETURNED FLOOR LEVELER		(39.99)
654370	DARLING ACE HARDWARE	TWO TONE SPORT SILVER MIRROR		22.99
654622	DARLING ACE HARDWARE	TARP STRAP 19"		5.18
646399	DARLING ACE HARDWARE	ELBOW, CONNECTOR		11.58
655656	DARLING ACE HARDWARE	GORILLA TAPE		29.98
653215	DARLING ACE HARDWARE	CEMETERY FLOWERS		2,458.63
653635	DARLING ACE HARDWARE	KEY		2.39
654126	DARLING ACE HARDWARE	SMOKE ALARMS		759.60
654335	DARLING ACE HARDWARE	3/8" SQUEEZE CONN		1.39
652772	DARLING ACE HARDWARE	NUTS, BOLTS		18.97
653153	DARLING ACE HARDWARE	WIRE BRUSH, SCRAPER		29.96
08142025	DINGEE, EMILY	SITE-SUPERVISOR OUTDOOR SOCCER		119.00
08132025	DOUBLE TREE BY HILTON	LODGING FOR CONFERENCE - AMBLER, AARON		384.00
08/14/2025	DUCKWORTH, SURANN	UB refund for account: 2100120021		178.65
08/14/2025	FIELDS, CHRISTIAN	UB refund for account: 502680019		114.63
08/14/2025	GARCIA, RENEE	UB refund for account: 2900170033		31.12
28387452	GRANGER WASTE SERVICES	2025 BULK TRASH PICKUP	2026.050	19,401.98
9341382437	GRAYBAR ELECTRIC	COMMSCOPE DROP CABLES		488.64
9341798467	GRAYBAR ELECTRIC	COMMSCOPE DROP CABLES		583.42
2654837	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT CITY HALL 6/25/25		59.00
2666862	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT CITY HALL 7/24/25		59.00
08/14/2025	HOPKINS, TAMMY L	UB refund for account: 2101660001		90.00
08/14/2025	JACKSON, RACHEL	UB refund for account: 3005400042		59.94
08/14/2025	JESSICA MEADOWS	UB refund for account: 2388		50.00
08/15/2025	JOHNSTON, ROBIN	UB refund for account: 227000		26.12
2504-537297	LEGG LUMBER	24PC WOOD STAKES		26.99
2504-537742	LEGG LUMBER	24PC WOOD STAKES		26.99
INVLEX11256000	LEXIPOL, LLC	ANNUAL FIRE POLICY & ONLINE TRAINING PLA	2026.044	6,987.53
08122025	MARSHALL COMMUNITY CRE	TV CORRECTION FOR PARCEL #53-001-533-00		79.11
08/14/2025	MCCARTHY, BETH AND MIC	UB refund for account: 201900		40.00
08/14/2025	MCLANE, EMILY	UB refund for account: 2901560020		43.06
100840	MERIT NETWORK, INC.	BANDWIDTH 2.0 GBPS INTERNET CONNECTION 7	2026.063	60,300.00
3161	MICHIGAN FIRE INSPECTO	2025 MFIS FALL CONFERECE REGISTRATION -		450.00
IN6010398	MICHIGAN OFFICE SOLUTI	ACCT NO. MC26-S COPY OVERAGE FEE 4/1/25		1,609.66
93487679	MSC INDUSTRIAL SUPPLY	GREEN MARKING PAINT		259.20
08/14/2025	OESCH, JEFFRY	UB refund for account: 3204840018		76.18
08/14/2025	PERRY, TIMIRA	UB refund for account: 1500060002		4.13
2426124	STANTEC CONSULTING MIC	SEWER FLOW MONITORING S KALAMAZOO SIPHON	2025.210	671.15
2426125	STANTEC CONSULTING MIC	WATER RELIABILITY STUDY THROUGH 6/27/25	2025.234	394.00
2426126	STANTEC CONSULTING MIC	SEWER FLOW MONITORING THROUGH 6/27/25	2025.280	15,116.85
2427693	STANTEC CONSULTING MIC	WATER RATE STUDY ANALYSIS THROUGH 7/18/2	2025.334	1,572.00
2428724	STANTEC CONSULTING MIC	WATER CONNECTION/CAPACITY FEE ANALYSIS T	2025.235	2,415.00
2428730	STANTEC CONSULTING MIC	WASTEWATER CONNECTION/CAPACITY FEE ANALY	2025.236	2,422.00
2428733	STANTEC CONSULTING MIC	WASTEWATER RATE STUDY ANALYSIS THROUGH 7	2025.333	1,789.00
CARE1591REIM250013	STATE OF MICHIGAN - MD	VERONA AND WEST DRIVE CONSTRUCTION	2025.313	12,339.83
3129922	SUMMIT FIRE PROTECTION	ANNUAL FIRE EXTINGUISHER INSPECTION - MR		203.50
08122025	TAYLOR, JEFF	BOOT ALLOWANCE - TAYLOR, JEFF		179.99
0000070557	TENTCRAFT, LLC	10X10 TENT WITH FRAME & FOOTPLATES	2026.024	2,947.45
21653	TIRE CITY AUTO REPAIR	NEW TIRES & INSTALL FIBER TRUCK #303		1,626.84
21526	TIRE CITY AUTO REPAIR	TPMS SENSOR INSTALL & BALANCE POLICE VEH		251.60
23031	TIRE CITY AUTO REPAIR	NEW TIRES & INSTALL POLICE VEHICLE #M4		842.12
23371	TIRE CITY AUTO REPAIR	TPMS SENSOR INSTALL & BALANCE POLICE VEH		69.98

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
23724	TIRE CITY AUTO REPAIR I	NEW TIRES & INSTALL DPW TRUCK #325		1,810.62
280-A	TOP TO BOTTOM TREE SER'	ELECTRIC LINE CLEARANCE 8/4/25 - 8/10/25	2026.011	1,722.00
280-B	TOP TO BOTTOM TREE SER'	TREE REMOVAL FOR STREET DEPT (MANSION ST		2,275.50
08/14/2025	UPRIGHT, CYNTHIA	UB refund for account: 3204220038		51.53
08/14/2025	WOODS, COLLIN	UB refund for account: 2901360017		26.93
08/14/2025	WORDELL, AUSTIN	UB refund for account: 3003060011		19.98
08/14/2025	WYATT DURHAM	UB refund for account: 3892		65.40
08/14/2025	WYMAN- MOORE, SVANNAH	UB refund for account: 2900200033		22.12
08/14/2025	ZASUCHA, NICOLE	UB refund for account: 1502350016		113.14
GRAND TOTAL:				146,507.50

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
1FVY-JHP4-CVF9	AMAZON CAPITAL SERVICE:	ACCT NO. A1P4GM99HG1EO2 GAGA BALL PIT, C		266.65
1Q7J-H1XC-HRPM	AMAZON CAPITAL SERVICE:	ACCT NO. A1P4GM99HG1EO2 WATERPROOF TESTI		438.99
1NV3-CDDP-JCHM	AMAZON CAPITAL SERVICE:	ACCT NO. A1P4GM99HG1EO2 CABLE TIES		20.97
13WR-X7HH-XCMT	AMAZON CAPITAL SERVICE:	ACCT NO. A1P4GM99HG1EO2 WATERPROOF OVERA		61.21
1646-V3T9-6GM7	AMAZON CAPITAL SERVICE:	ACCT NO. A1P4GM99HG1EO2 FILE CABINET		159.99
1WGC-CNVW-7P4C	AMAZON CAPITAL SERVICE:	ACCT NO. A1P4GM99HG1EO2 WORK PANTS		2,636.55
141R-36LL-6DLN	AMAZON CAPITAL SERVICE:	ACCT NO. A1P4GM99HG1EO2 AIR PURIFIER		159.99
151240	ARROW ENERGY, INC.	AVGAS 100LL FOR AIRPORT	2026.041	24,819.11
225-531848	AUTO VALUE MARSHALL	ACCT NO. 22500610 BELT		20.04
225-531945	AUTO VALUE MARSHALL	ACCT NO. 22500610 BRAKE PADS		119.90
225-531974	AUTO VALUE MARSHALL	ACCT NO. 22500610 OIL, OIL FILTER, AIR F		112.67
225-532029	AUTO VALUE MARSHALL	ACCT NO. 22500610 HELLA T/D 10A		79.85
225-532056	AUTO VALUE MARSHALL	ACCT NO. 22500610 OIL, OIL FILTER		57.30
225-532090	AUTO VALUE MARSHALL	ACCT NO. 22500610 OIL, OIL FILTER		69.65
225-532143	AUTO VALUE MARSHALL	ACCT NO. 22500610 2-1/2 HDGM CLAMP		22.80
12985	BIO-CARE, INC.	FIRE DEPT PHYSICAL EXAMS	2026.042	11,130.00
170971	BOSHEARS FORD SALES, I	REPAIRS TO VEHICLE #M4		363.63
189112	BRUTSCHE CONCRETE PROD	1 YARD 8 BAG (CURB CATCH BASIN REPAIR)		235.85
159424	BUILDERS' HANDLE AND H	STRIKE FILLER		2.06
08122025	BURGHDORF, CODY	BOOT ALLOWANCE - BURGHDORF, CODY		127.51
08152025	BURGHDORF, CODY	TRAVEL REIMBURSEMENT FOR METER SCHOOL 8/		34.35
08182025	CALHOUN COUNTY TREASUR:	2025 SUMMER DIST AD VALOREM #1		586,346.33
08182025	CALHOUN INTERMEDIATE S	2025 SUMMER DIST AD VALOREM #1		158,844.01
4237623054	CINTAS CORP	UNIFORM SERVICES - ELECTRIC & FIBER 7/22		45.53
4237623062	CINTAS CORP	UNIFORM SERVICES - POWER HOUSE 7/22/25		95.62
4237623027	CINTAS CORP	UNIFORM SERVICES - WASTEWATER 7/22/25		64.71
4237623105	CINTAS CORP	UNIFORM SERVICES - WATER 7/22/25		67.32
4238350152	CINTAS CORP	UNIFORM SERVICES - ELECTRIC & FIBER 7/29		45.53
4238350086	CINTAS CORP	UNIFORM SERVICES - POWER HOUSE 7/29/25		95.62
4238350114	CINTAS CORP	UNIFORM SERVICES - WASTEWATER 7/29/25		64.71
4238350088	CINTAS CORP	UNIFORM SERVICES - WATER 7/29/25		67.32
TRANSIT-2026-00000(	CITY OF BATTLE CREEK	Q3 ADMINISTRATIVE DIAL-A-RIDE CONTRACT M	2026.067	36,298.93
TRANSIT-2026-00000(	CITY OF BATTLE CREEK	TRANSIT-2026-00000005 DART BUS #6 MAINTE		189.00
08222025	CITY OF MARSHALL	FARMER'S MARKET PETTY CASH REIMBURSEMENT		355.00
1619846	CLARK HILL PLC	CLIENT NO. K9950 SERVICES THROUGH 7/31/2		1,406.50
1619847	CLARK HILL PLC	CLIENT NO. K9950 SERVICES THROUGH 7/31/2		665.00
PINV0000000061038	CONSUMERS CONCRETE COR:	2"/3" MANHOLE ADJUSTMENT RINGS		984.00
AUGUST2025	CONSUMERS ENERGY	CONSUMERS ENERGY UTILITY BILLS AUGUST 20		1,598.30
10070	COURTNEY & ASSOCIATES	ELECTRIC RATE AND CONSULTING RETAINER JU	2025.140	250.00
656005	DARLING ACE HARDWARE	DRILL BITS, SCREWS		14.58
656140	DARLING ACE HARDWARE	TOILET PLUNGER		25.98
656283	DARLING ACE HARDWARE	HOLE SAWS		35.98
656757	DARLING ACE HARDWARE	TRASH BAGS		54.97
656696	DARLING ACE HARDWARE	NITRILE GLOVES		19.99
656775	DARLING ACE HARDWARE	PAINT ROLLER, TRAY LINERS		21.98
656934	DARLING ACE HARDWARE	NUTS, BOLTS, TRAY LINERS		13.97
657011	DARLING ACE HARDWARE	PAINT ROLLER FRAME, PAINT BRUSH		10.98
657012	DARLING ACE HARDWARE	TIE SNAPS		13.18
657060	DARLING ACE HARDWARE	LIQUID IRON OUT		13.98
657117	DARLING ACE HARDWARE	FLOOR GLUE, PUTTY KNIFE, TROWEL		29.97
657187	DARLING ACE HARDWARE	UTILITY BLADE, CAULK, WOOD GLUE		45.56
657296	DARLING ACE HARDWARE	TANK LEVER, RETURN FLUSH LEVER		3.00
657292	DARLING ACE HARDWARE	FLUSH LEVER		13.99
657293	DARLING ACE HARDWARE	NAILS, SAW BLADE		63.58
657371	DARLING ACE HARDWARE	CORNER BRACE, PLASTIC ANCHORS, HAMMER BI		18.97
656754	DARLING ACE HARDWARE	KEYS		5.98
657104	DARLING ACE HARDWARE	NUTS, BOLTS		31.12
08192025	DEVON TITLE AGENCY	TAX OVERPAYMENT PARCEL #13-53-001-113-00		1,043.21
INV82717	DORNBOS SIGN, INC.	STREET SIGN HARDWARE		589.05
110250053609	EJ USA, INC.	CURB INLET ASSEMBLY & GRATE		1,503.32
307727	ELHORN ENGINEERING COM:	CARUS 4500 (30-GAL DRUM) QTY 5		2,170.00
SA 633 - 2025	ERIC DALE HEATING & AI:	COMMERCIAL MAINTENANCE AGREEMENT - CITY		2,340.00
SA 634 - 2025	ERIC DALE HEATING & AI:	COMMERCIAL MAINTENANCE AGREEMENT - PSB		1,695.00
SA 635 - 2025	ERIC DALE HEATING & AI:	COMMERCIAL MAINTENANCE AGREEMENT - DPW		570.00
SA 641 - 2025	ERIC DALE HEATING & AI:	COMMERCIAL MAINTENANCE AGREEMENT - 614 H		300.00
SA 636 - 2025	ERIC DALE HEATING & AI:	COMMERCIAL MAINTENANCE AGREEMENT - OAKRI		230.00
S106378471.002	ETNA SUPPLY	CUST NO. 5277 SNAP CLAMPS		800.00
S106403968.001	ETNA SUPPLY	CUST NO. 5277 COUPLINGS, CLAMPS		1,373.90
S106406518.001	ETNA SUPPLY	CUST NO. 5277 RETURNED CLAMPS		(960.00)
18616	FREDRICKSON SUPPLY, LL(	PART #53417-01-X HOSE, #55353-00-X NOZZL		1,229.53
2025.201 - PAYAPP #	FREEDOM CONSTRUCTION &	EATON PARK PICKLEBALL COURT & SPLASH PAD	2025.201	215,652.72
25-03027B	GARAGE DOORS UNLIMITED	SERVICE CALL FOR GATE REPAIR AT DPW		596.85
155187	GIVE 'EM A BRAKE SAFET	MOTORFEST DETOUR & BARRICADES	2026.054	5,750.00
28846422	GRANGER WASTE SERVICES	ACCT NO. 2782490 CITY BUILDINGS WASTE AU		1,018.57
28839181	GRANGER WASTE SERVICES	ACCT NO. 18400290 RESIDENTIAL AUGUST 202		35,526.27
28784392	GRANGER WASTE SERVICES	ACCT NO. 18422860 CITY BUILDINGS RECYCLI		72.93
08182025	HARPER CREEK COMMUNITY	2025 SUMMER DIST AD VALOREM #1		110,279.24
259	HERMAN ELECTRIC	INSTALL VENT FAN AT DPW		1,829.32
43691	HUNTER-PRELL COMPANY	REPLACE VALVE IN LIFT STATION AT KETCHUM		242.00

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
2390	I R CONSTRUCTION, LLC	CCTV SANITARY SEWER/STORM SEWER AT DIVIS		810.00
1661-2025	IMPACT LAWN & LANDSCAP	2025 LAWN MOWING AT ATHLETIC FIELDS JULY		1,970.00
1668-2025	IMPACT LAWN & LANDSCAP	2025 LAWN MOWING AT INDUSTRIAL PARK JULY		340.00
1673-2025	IMPACT LAWN & LANDSCAP	2025 LAWN MOWING AT WASTEWATER JULY		575.00
1674-2025	IMPACT LAWN & LANDSCAP	2025 LAWN MOWING AT WATER JULY		625.00
40593	J AND K PLUMBING SUPPL	METER COUPLING 3/4"		65.56
08/22/2025	KELLEY, MICHAEL	UB refund for account: 701940019		6.89
08182025	KELLOGG COMMUNITY COLL	2025 SUMMER DIST AD VALOREM #1		93,113.23
103602681	KIMBALL MIDWEST	#404243F/406246F ASSORTMENT		343.00
46428	LAKELAND ASPHALT CORPO	2.18 TONS BITUMINOUS AGGREGATES		151.51
46500	LAKELAND ASPHALT CORPO	4.20 TONS BITUMINOUS AGGREGATES		291.90
46508	LAKELAND ASPHALT CORPO	1.99 TONS BITUMINOUS AGGREGATES		138.31
46522	LAKELAND ASPHALT CORPO	2.06 TONS BITUMINOUS AGGREGATES		143.17
125751	LARRY'S FLOOR COVERING	CARPET TILES		179.00
125758	LARRY'S FLOOR COVERING	VINYL COVE BASE		48.00
08/22/2025	LAWRENCE TAYLOR	UB refund for account: 3909		86.65
08122025	LONG, ANDREW	TRAVEL REIMBURSEMENT FOR METER SCHOOL 8/		141.97
3707	MAEDA	MARSHALL BUCKS FOR EMPLOYEE SUMMER PICNI		100.00
4310	MAIL MANAGEMENT, INC.	POSTAGE MACHINE INK CARTRIDGE		299.00
08182025	MARSHALL DISTRICT LIBR	2025 SUMMER DIST AD VALOREM #1		77,801.19
02032025-16901	MARSHALL HARDWARE, LLC	250' BRD ORNG MASON LINE		10.99
05162025-20966	MARSHALL HARDWARE, LLC	TICK REPELLENT		7.99
08052025-24774	MARSHALL HARDWARE, LLC	TELESCOPIC REACHER		82.97
08052025-24735	MARSHALL HARDWARE, LLC	GAS CAN		69.98
08082025-24929	MARSHALL HARDWARE, LLC	32" BLK/YEL PICKUP S		49.98
08112025-25043	MARSHALL HARDWARE, LLC	1GAL STAND-N-SPRAY		19.99
06182025	MARSHALL PUBLIC SCHOOL	SUMMER PLAYGROUND TRANSPORTATION - BINDE		299.92
07012025	MARSHALL PUBLIC SCHOOL	SUMMER PLAYGROUND TRANSPORTATION - AIRBO		331.38
07162025	MARSHALL PUBLIC SCHOOL	SUMMER PLAYGROUND TRANSPORTATION - THE A		331.71
08182025	MARSHALL PUBLIC SCHOOL	2025 SUMMER DIST AD VALOREM #1		266,900.27
884674	MCDONALD'S TOWING & RE	FIRE VEHICLE TOWING FEE		125.00
08112025	MCGINTY, HITCH, PERSON	CLIENT NO. 4030.001 SERVICES THROUGH 7/3		11,010.50
2169-26	MCSA GROUP, INC.	EATON PARK CONSTRUCTION ADMINISTRATION J	2025.300	3,521.00
S5564645.002	MEDLER ELECTRIC COMPAN	CABLE LUBRICATION		51.22
INV-0000011730	METRO WIRELESS	BUSINESS DATA SERVICES - 10 GBPS INTERNE	2026.006	2,500.00
25-138512-1	MILLENNIUM	FIBERNET UNDERGROUND INSTALLATION MATERI	2026.061	467.28
664565	NAPA OF MARSHALL	ACCT NO. 1400 SOCKET ADAPTER SET, IMPACT		17.97
664669	NAPA OF MARSHALL	ACCT NO. 1400 ANTIFREEZE, LED LIGHT		62.97
08/22/2025	NORTH SLOPE PROPERTIES	UB refund for account: 800700028		56.99
08/22/2025	NORTH SLOPE PROPERTIES	UB refund for account: 400640024		61.46
133719	O'LEARY WATER CONDITIO	DPW BOTTLED WATER 6/17, 7/1		28.00
133722	O'LEARY WATER CONDITIO	FIRE DEPT BOTTLED WATER DELIVERY 6/16, 7		60.50
2025.225 #3	PARRISH EXCAVATING, IN	VALLEY VIEW DEVELOPMENT INFRASTRUCTURE P	2025.225	236,776.52
08132025	PEHRSON, KORY	BOOT/CLOTHING ALLOWANCE - PEHRSON, KORY		588.88
8144789-00	POWER & TELEPHONE	JUNIPER SWITCH AND SUPPORT	2026.038	18,421.30
8144789-01	POWER & TELEPHONE	JUNIPER SWITCH AND SUPPORT	2026.038	9,917.12
07262025	POWERPLAN	AIS INVOICE # F59565 VEHICLE PARTS #403		1,816.58
00204711	PROGRESSIVE AE, INC.	MARSHALL ECON DEV PLAN & MARKETING PLAN	2026.057	1,013.96
08032025	QUADIENT FINANCE USA,	ACCT NO. 7900 0440 5582 9307 POSTAGE JUL		3,000.00
2023.227-PAY APP 5	QUALITY EXCAVATORS INC	LEAD SERVICE LINE REPLACEMENT AND INVEST	2023.227	29,676.90
25-0192	QUALITY EXCAVATORS INC	COSTS FOR 28 LF RADIUS CURB & GUTTER AT		2,200.00
25-0193	QUALITY EXCAVATORS INC	COSTS FOR 14 LF CURB & GUTTER AT HUGHES		1,692.00
08012025	SPARTAN STORES, LLC	CUST NO. 021063 FIRE LAUNDRY SOAP, WWTP		143.40
1243651	STEENSMA	CUST NO. 5154 SEAT ASSEMBLY		617.24
1244644	STEENSMA	CUST NO. 5154 AUTOCUT HEADS, 5LB TRIMMER		393.89
1247247	STEENSMA	CUST NO. 5154 EXMARK RADIUS MOWER	2026.037	7,483.00
1248318	STEENSMA	CUST NO. 5154 BELT		272.98
IN79080	TELNET WORLDWIDE	ACCT NO. 8948 AUGUST 2025		1,068.19
157-1076594	THE GOODYEAR TIRE & RU	FIRE RESCUE 12 NEW TIRES & TIRE BALANCER		2,822.09
6115-7	THE SHERWIN-WILLIAMS C	ACCOUNT NO. 6731-5519-8 PAINT		28.95
5997-9	THE SHERWIN-WILLIAMS C	ACCOUNT NO. 6731-5519-8 SIDEWALK GRINDER	2026.048	10,129.41
BC-PSINV038664	THERMALNETICS, INC.	SERVICE CALL TO REPLACE DUCT SMOKE DETEC		1,412.20
BC-PSINV039338	THERMALNETICS, INC.	3 YEAR HVAC SERVICE AGREEMENT (YEAR 3) A	2026.002	1,040.58
24253	TIRE CITY AUTO REPAIR	NEW TIRES & INSTALL POLICE VEHICLE #M2		811.43
281-A	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 8/11/25 - 8/17/2	2026.011	3,444.00
281-B	TOP TO BOTTOM TREE SER	TREE REMOVAL FOR STREET DEPT (W. MICHIGA		492.00
213719644	TRUGREEN	LAWN SERVICE AT CITY HALL 7/29/25		213.00
55419	TURNKEY NETWORK SOLUTI	EMERGENCY FIBERNET REPAIR ON FOREST STRE	2026.060	2,690.00
INV00788822	USABLUEBOOK	LAB SUPPLIES		1,275.15
6117459321	VERIZON WIRELESS	ACCT NO. 742764740-00001 CREDIT		(9.99)
6120017628	VERIZON WIRELESS	ACCT NO. 987146080-00001 7/2/25 - 8/1/25		1,509.60
384437	VIEW NEWSPAPER GROUP	ACCOUNT ID: 100527 NEWSPAPER ADS JULY 20		416.00
56773	VILLA ENVIRONMENTAL CO	AIRPORT QUARTERLY OPERATOR INSPECTION 7/		200.00
5300158	VITAL RECORDS CONTROL	MRLEC SHRED SERVICE JULY 2025		210.00
16855	VK CIVIL	NE NIA INFRASTRUCTURE DESIGN ENGINEERING	2024.272	1,200.00
16856	VK CIVIL	VALLEY VIEW I AND SIDEWALK	2025.195	21,169.00
INV-0010315	WALTERS-DIMMICK PETROL	GREASE		213.60
13273	WEST MICHIGAN ROOFING	FIRE STATION ROOF REPAIR 50% DOWN	2026.056	9,916.00
106623141	WEX BANK	ACCT NO. 0470-00-462076-1 FUEL PURCHASES		12,431.61

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
BROOKSJULY25	WHITE COLLAR LAWN & LA	2025 LAWN MOWING AT BROOKS AIRPORT JULY		3,750.00
08182025	WILLARD LIBRARY	2025 SUMMER DIST AD VALOREM #1		8,814.89
08/22/2025	WOODS, KELLI	UB refund for account: 1301820001		106.48
GRAND TOTAL:				2,075,377.58

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
98492	ALEXANDER CHEMICAL COR	CHLORINE, SULFUR DIOXIDE, SODIUM HYPO	2026.055	2,620.60
1MQR-NKKQ-J4VY	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-UNIFORM		69.99
19TW-1Q7X-GJQP	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-UNIFORM		299.99
16DP-PL61-YFPT	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-UNIFORM		170.88
1CM7-KVGN-4WCM	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-PANEL LIGHT		108.27
14VR-QRH6-DLHF	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-LIGHT CREDIT		(5.15)
1CM7-KVGN-CV3Q	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-RETURN		(5.14)
1R6T-FRKV-DHMQ	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-WATER FILTER		28.22
16F1-CW16-7VGT	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-WIPES		143.13
1HX3-7CRF-HL4P	AMAZON CAPITAL SERVICE	ACCT NO. A1P4GM99HG1EO2-OFFICE SUPPLY		23.98
1590	AMERICAN AIR OPERATION	DRONE SYS/FLIGHT TRAINING		790.00
2901303	APPLIED INNOVATION	ACCT NO. LAG783-007 MRLEC COPIER SERV AG		87.59
225-532231	AUTO VALUE MARSHALL	ACCT NO. 22500610		40.83
225-532270	AUTO VALUE MARSHALL	ACCT NO. 22500610		113.47
225-532304	AUTO VALUE MARSHALL	ACCT NO. 22500610		6.79
898807380	BESCO WATER TREATMENT,	50LB SOFTENER SALT-MRLEC		92.65
109577	BUD'S TOWING & AUTOMOT	TOWING EQUINOX		84.00
5007-000021208	C&C LANDFILL	POWERHOUSE		137.84
8141	CALHOUN CO. CONSOLIDAT	CONSOLIDATED DISPATCH PAYMENT 3RD QTR 20	2026.062	16,439.92
140382	CARR BROTHERS & SONS,	20 YDS CRUSHED STONE		844.00
AF1N75Q	CDW GOVERNMENT	MS SURFACE DOCK 2		208.52
4239096568	CINTAS CORP	UNIFORM SERVICES - ELEC & FIBER 8/5		45.53
4239096592	CINTAS CORP	UNIFORM SERVICES - POWERHOUSE 08/05		95.62
4239096529	CINTAS CORP	UNIFORM SERVICES - WASTEWATER 08/05		64.71
4239096673	CINTAS CORP	UNIFORM SERVICES - WATER 08/05		67.32
4239863324	CINTAS CORP	UNIFORM SERVICES - FIBER & ELEC 08/12		45.53
4239863335	CINTAS CORP	UNIFORM SERVICES - POWERHOUSE 08/12		95.62
4239863288	CINTAS CORP	UNIFORM SERVICES - WASTEWATER 08/12		64.71
4239863349	CINTAS CORP	UNIFORM SERVICES - WATER 08/12		67.32
08292025	CITY OF MARSHALL	FARMER'S MARKET PETTY CASH REIMBURSEMENT		612.00
1132	CODE CONCEPTS GROUP LL	CONSULTING SERVICES FOR BOBP MONTHLY RET		10,000.00
08272025	CONSUMERS ENERGY	RETURN BOND #1069263305/#1069263309/#106		1,500.00
0209786	COOPERATIVE RESPONSE C	SUPPORT AND CALLS FOR JULY 2025		1,747.38
08/28/2025	COPP & COMPANY REAL ES	UB refund for account: 1101260011		61.92
2025 - 132	COURTNEY & ASSOCIATES	PROFESSIONAL SERVICES 4/1/25 - 7/31/25	2025.140	5,250.00
273990	CRYSTAL FLASH, INC.	ACCT NO. 149759-1 REC GAS		1,849.46
192512	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES-MRLEC		172.82
192517	D & D MAINTENANCE SUPP	ACCT NO. CIMA1 JANITORIAL SUPPLIES-MRLEC		112.60
656620	DARLING ACE HARDWARE	FASTENERS		1.05
656699	DARLING ACE HARDWARE	PLIERS		68.98
656711	DARLING ACE HARDWARE	HORNET SPRAY		121.86
657045	DARLING ACE HARDWARE	KEYS		22.65
657122	DARLING ACE HARDWARE	CHAIN		53.98
657396	DARLING ACE HARDWARE	MASK		34.99
657418	DARLING ACE HARDWARE	SUPPLIES		41.98
657525	DARLING ACE HARDWARE	SUPPLIES		143.32
657513	DARLING ACE HARDWARE	PARKS		329.99
657481	DARLING ACE HARDWARE	PLIER		36.99
657535	DARLING ACE HARDWARE	CHAIN		52.73
657490	DARLING ACE HARDWARE	TRIM		6.99
657568	DARLING ACE HARDWARE	CARPET CLEANER		68.98
657580	DARLING ACE HARDWARE	GRASS SEED		109.99
657655	DARLING ACE HARDWARE	FOUNTAIN SUPPLY		30.98
657701	DARLING ACE HARDWARE	SPRAYER		129.99
657696	DARLING ACE HARDWARE	NUTS, BOLTS		6.57
657732	DARLING ACE HARDWARE	SPRAYER RETURN		(129.99)
657717	DARLING ACE HARDWARE	CLAMP		11.56
655414	DARLING ACE HARDWARE	RETURN CREDIT		(489.98)
655415	DARLING ACE HARDWARE	BACKPACK BLOWER		391.98
08202025	DARNELL, ANTHONY	TRAVEL REIMBURSEMENT FOR DEPUTY DIRECTOR		962.84
35060/55531 2025-1	DEAN TRAILWAYS OF MICH	56 SEAT MOTORCOACH FOR MACKINAC TRIP SE	2026.064	1,612.50
35061/55532 2025-1	DEAN TRAILWAYS OF MICH	56 SEAT MOTORCOACH FOR MACKINAC TRIP SE	2026.064	1,612.50
48174	DUNCAN & ALLEN LLP	CLIENT NO. 003154 SERVICES THROUGH 7/31/		828.00
0489442	EN SPECIALTY SERVICES,	ELECTRIC DEPARTMENT SCADA SYSTEM REPLACE	2024.324	130,695.30
S106368016.003	ETNA SUPPLY	CUST NO. 5277 - W5132.1		150.85
S106337966.003	ETNA SUPPLY	EAST JORDAN FIRE HYDRANTS	2025.337	3,312.00
IN102508140056	FS.COM INC	TRANSCEIVERS		1,519.00
123467366	GLOBAL INDUSTRIAL	WASP SPRAY		86.36
T25474	GORNO FORD, INC	F-250 W/PLOW	2025.288	65,445.00
9611852485	GRAINGER	LAB THERMOMETER		59.59
08272025	GREAT LAKES ELECTRIC M	DAN JINKS-MARSHALL		440.00
2667521	GRIFFIN PEST SOLUTIONS	PEST SERVICES AT FIRE STATION		45.00
08012025	HERITAGE CLEANERS	ACCT NO. 100243 DRY CLEANING SERVICE FOR		611.00
08272025	HUBBARD PLUMBING	RETURN BOND PERMIT #PROW23-033		500.00
08272025	HUNTER-PRELL COMPANY	RETURN BOND PERMIT #PROW24-007		500.00
43524	HUNTER-PRELL COMPANY	BOILER REPAIR-MRLEC		2,340.64
3181890368	IDEXX DISTRIBUTION, IN	NEW FECAL TEST EQUIPMENT	2026.049	7,337.97
3182194965	IDEXX DISTRIBUTION, IN	NEW FECAL TEST EQUIPMENT	2026.049	975.00
185066	IMPACT SOLUTIONS	INVENTORY		27.00

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
1764060	J HARLEN CO., INC.	UNIFORM- FREDS		239.98
19219	MARSHALL FEED & GRAIN (	BALE TWINE		61.50
08292025	MARSHALL HARDWARE, LLC	ELECTRIC REIMBURSEMENT FOR CLOCK USAGE S		687.95
S5562404.004	MEDLER ELECTRIC COMPAN	2' ELBOW		261.60
S5562404.005	MEDLER ELECTRIC COMPAN	2' COUPLING		25.20
S5568831.001	MEDLER ELECTRIC COMPAN	EXTERIOR LIGHTS		107.69
S5575927.001	MEDLER ELECTRIC COMPAN	SUPPLIES		92.73
1178	MINUTEMAN PRESS COLDWA	GREEN APPROVED STICKERS		196.09
39404870	MSC INDUSTRIAL SUPPLY (	SAFETY GLASSES		243.84
664023	NAPA OF MARSHALL	ACCT NO. 1400 - HOSE END		24.99
664799	NAPA OF MARSHALL	ACCT NO. 1400 - CLIP		9.21
664797	NAPA OF MARSHALL	ACCT NO. 1400 - BATTERY		89.83
923723	NYE UNIFORM COMPANY	SHIRT - POTTER		75.91
133723	O'LEARY WATER CONDITIO	WATER COOLER PSB-JULY & AUGUST		214.00
4788-444906	O'REILLY FIRST CALL	ACCT NO. 1741510 - FUSES		5.99
86379	PEERLESS MIDWEST, INC.	OVERHAUL RAW WATER PUMP #3 PER QUOTE #A	2026.033	19,874.00
08152025	PEHRSON, KORY	TRAVEL REIMBURSEMENT FOR METER SCHOOL 8/		42.15
56911748	POWER LINE SUPPLY	WORK GLOVES		162.00
56912904	POWER LINE SUPPLY	UNIFORM-MACK		250.00
56913270	POWER LINE SUPPLY	E130 - E130.5		2,331.43
56913271	POWER LINE SUPPLY	PS 11 AND 12 PROJECT		827.86
56914364	POWER LINE SUPPLY	#2 ACSR		909.92
56914605	POWER LINE SUPPLY	150 AMP FUSE LINK		815.24
56915536	POWER LINE SUPPLY	ELECTRIC INVENTORY	2026.058	5,850.00
56916547	POWER LINE SUPPLY	25 AMP FUSE		189.50
56916548	POWER LINE SUPPLY	METER SOCKET		499.58
56916549	POWER LINE SUPPLY	ELECTRIC INVENTORY	2026.058	7,820.00
08272025	QUALITY EXCAVATORS INC	RETURN BOND FOR 601 WARREN STREET & 606		1,000.00
PS68768	RADIAN RESEARCH INC.	WATT-NET METER EQUIPMENT DATABASE AND S	2025.321	11,745.10
08272025	RECTOR, NATALIE	REIMBURSEMENT FOR FLOWERS (ACTIVATION ZO		137.00
66013008	ROYAL TRUCK & TRAILER	REPAIR PLOW TRUCK #329	2026.075	4,128.73
08252025	SANDERS, TIM	BOOT ALLOWANCE - SANDERS, TIM		190.79
08/28/2025	SIMMONS, BETHANY OR NA	UB refund for account: 802080011		458.13
761-11339334	STATE OF MICHIGAN	CUST ID: WATER TESTING		658.00
1253560	STEENSMA	CUST NO. 5154 - SG 20 MANUAL BACKPACK		149.99
S014311693.001	STUART C. IRBY COMPANY	U-DIE		286.30
S014155580.001	STUART C. IRBY COMPANY	400 AMP FUSE		1,923.78
15735064	THE IRRIGATOR, INC.	START UP-MRLEC BLDG		100.00
24123	TIRE CITY AUTO REPAIR I	2017 EQUINOX-ELECTRIC		502.77
24175	TIRE CITY AUTO REPAIR I	ELECTRIC-EQUINOX		1,932.70
282-A	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE 8/18/25 - 8/24/2	2026.011	1,507.00
282-B	TOP TO BOTTOM TREE SER	TREE REMOVAL FOR STREET DEPT (W. MICHIGA		1,595.00
55402	TURNKEY NETWORK SOLUTI(	REPAIR TO FIBERNET PLANT DAMAGED BY TREE	2026.065	7,435.87
55286	TURNKEY NETWORK SOLUTI(	ANNUAL SERVICE RETAINER FOR FY26	2026.066	1,200.00
1762	V & V ASSESSING LLC	ASSESSING SERVICES SEPTEMBER 2025	2026.001	5,200.00
135285	VERDANTAS	ENGINEERING RISER STRUCTURE, SWITCHES RE	2025.181	648.75
234557	VISION METERING, LLC	16S AMI METER		1,400.00
1303	VOLTAGE TOOLS AND TEST	GLOVE TESTING		218.75
08/28/2025	WEAVER, CHRISTOPHER	UB refund for account: 166402		24.71
40835007	XEROX FINANCIAL SERVIC	ACCT NO. 4110874 XEROX LEASE 111-4110874		176.18
GRAND TOTAL:				348,786.80

ITEM: 7.C
ADMINISTRATIVE REPORT

TO:	Honorable Mayor and City Council
FROM:	Derek N. Perry, City Manager Kevin Maynard, Director of Electric Utilities
DATE:	September 2, 2025
SUBJECT:	**MASTER SERVICES AGREEMENT WITH COMMONWEALTH ASSOCIATES**

The City of Marshall Electric Department has a long-standing history of working with Verdantas (formerly GRP Engineering) for engineering needs. With the increase in new construction and projects within the city, there is a need to onboard an additional engineering firm to ensure timely completion of necessary electrical system improvements.

Commonwealth Associates of Jackson, Michigan has been in business for more than 35 years, serving municipal utilities as well as rural electric cooperatives and investor-owned utilities.

The Commonwealth Associates Master Services Agreement has been reviewed and approved as to form by City Attorney David Revore.

BUDGET IMPACT:
The proposed Master Services Agreement with Commonwealth Associates provides the framework under which the city would be billed should an engineering request be made for the next five years. The agreement does not make any obligations to any work; therefore, there is no budgetary impact from the agreement.

RECOMMENDATION:
Approve the execution of the Master Services Agreement with Commonwealth Associates as to form, and authorize the City Manager to sign the necessary documents.

MASTER SERVICE AGREEMENT
FOR
PROFESSIONAL AND TECHNICAL SERVICES

This Master Service Agreement ("Agreement"), made and effective the 19th day of August, 2025, by and between the City of Marshall, with principal offices at 323 W. Michigan Ave, Marshall, MI 49068 ("Client"), and COMMONWEALTH ASSOCIATES, INC., a Michigan corporation, with principal offices at 245 W Michigan Ave, Jackson, Michigan, 49201 ("Commonwealth").

ARTICLE 1 CONTRACT FORMATION

1.1. *Scope and Acceptance*

(a) Scope. This Agreement includes Purchase Orders, Change Orders, work order releases and other similar documents issued by Client to Commonwealth (collectively, "Purchase Orders"). This Agreement, each Purchase Order, and Commonwealth's Proposal (if any), and any documents attached to or specifically identified therein, forms an individual contract. This Agreement establishes mutually agreed terms and conditions that shall govern the parties' rights and responsibilities with respect to all Work performed by Commonwealth for or on behalf of Client. This Agreement shall be referenced in all individual Purchase Orders issued by Client to Commonwealth. However, even if this Agreement is not specifically referenced, it automatically applies to and is a part of all Purchase Orders and amendments thereto and shall be deemed incorporated into all Purchase Orders issued by Client to Commonwealth. Issuance of Purchase Orders and/or other performance constitutes acceptance of this Agreement. If the terms and conditions in this Agreement conflict with any other contract documents, the terms and conditions in this Agreement shall govern.

(b) Inconsistent or Additional Terms. TERMS AND CONDITIONS IN A PURCHASE ORDER OR OTHER DOCUMENT ISSUED BY CLIENT INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE NOT BINDING UPON COMMONWEALTH (UNLESS SPECIFICALLY ACCEPTED BY COMMONWEALTH IN A WRITING SIGNED BY COMMONWEALTH'S PRESIDENT OR AN EXECUTIVE VICE PRESIDENT), AND COMMONWEALTH HEREBY OBJECTS THERETO.

(c) Amendments to Terms. No exception to, deviation from, or waiver of this Agreement shall be valid or binding on Commonwealth unless made in a writing signed by Commonwealth's President or an Executive Vice President. Any such exceptions, deviations or waivers shall apply only to the specific Purchase Order for which they are granted and shall not constitute a course of dealing.

ARTICLE 2 DEFINITIONS

2.1. *Defined Terms*

A. Defined terms used in this Agreement include:

1. Agreement – Defined in Article 1.

2. Asbestos – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

3. Commonwealth Property – All Documents which are proprietary documents or information of Commonwealth.

4. Constituent of Concern – Any substance, product, waste, or other material of any nature (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed under (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

5. Consultant – An individual or entity contracted by Commonwealth to perform part of the Work.

6. Contractor – Any individual or entity contracted by Client or the owner of the Site to provide goods and/or services to construct, expand, improve or renovate a new or existing facility or structure at a Site or the Site itself. If Client is self-performing construction work, then the Client also will be considered to be a Contractor.

7. Developer Rights means intellectual property rights, including all documents, data, know-how, methodologies, software and other materials, including computer programs, reports and specifications, (i) provided by or used by Commonwealth in connection with performing the Work, in each case developed or acquired by Commonwealth prior to the commencement of the Work or independently of this Agreement; and (ii) all improvements in the intellectual property rights under part (i) of this definition made by Commonwealth.

8. Documents – Data, reports, drawings, specifications, record drawings, and other deliverables, excluding any Commonwealth Property, concerning or related to the Work, whether in printed or electronic media format, and whether or not provided or furnished by Commonwealth to Client.

9. Effective Date – The date Commonwealth receives Client's written acceptance of Commonwealth's Proposal.

10. Hazardous Waste – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

11. Laws and Regulations – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction over the parties, the Work, or the Site.

12. PCBs – Polychlorinated biphenyls.

13. Proposal – Commonwealth's offer to provide services as may be amended. Each quotation, proposal or similar document from Commonwealth shall be considered an offer.

14. Petroleum – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7

pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.

15. Purchase Order – is defined in Article 1.

16. Radioactive Material – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

17. Site – Lands or areas upon which construction and/or other services are to be performed, including rights-of-way and easements for access thereto.

18. Work – Services set forth in Proposals or other writings signed by Commonwealth as specifically authorized and accepted in writing by Client through issuance of one or more Purchase Orders.

B. Some additional defined terms are contained elsewhere in this Agreement.

ARTICLE 3 COMMONWEALTH'S RESPONSIBILITIES

3.1. *General*

A. Commonwealth shall perform the Work set forth in Proposals as specifically authorized and accepted in writing by Client through issuance of a Purchase Order.

B. Commonwealth shall perform the Work in accordance with the requirements of this Agreement.

C. Commonwealth shall comply with all applicable Laws and Regulations.

D. Commonwealth shall comply with written policies and procedures of Client which Client has provided to Commonwealth in writing prior to Commonwealth preparing its Proposal, or thereafter with a Change Order, which do not interfere with the prompt performance of the Work, subject to the additional provisions in Section 7.

E. Commonwealth shall designate a project manager to act as Commonwealth's representative and agent with authority to transmit information, receive information and direct Commonwealth's activities. Client shall direct all communications about the Work to Commonwealth's project manager. Commonwealth's project manager shall not have authority to modify this Agreement or accept or modify any contract terms.

ARTICLE 4 CLIENT'S RESPONSIBILITIES

4.1. *General*

A. Client shall provide Commonwealth with design objectives, constraints, space, capacity, performance requirements, flexibility, expandability, budgetary limitations and other parameters as appropriate that may affect or influence the Work and/or the Proposal.

B. Prior to Commonwealth issuing its Proposal, Client shall provide, without charge, all data, requirements, programs, instructions, reports, approvals, drawings, plans, and information in the possession of or reasonably available to Client that may affect the Work and as may be required by Commonwealth to perform the Work, including, but not limited to, information related to any Constituent of Concern and/or any other environmental and geotechnical conditions at the Site and, if any subsurface activities are to be performed, all information about underground services, conduits, pipes, tanks, other facilities and obstructions at the Site (collectively, "Client Information"). Commonwealth may use and rely upon the accuracy and completeness of all Client Information in preparing its Proposal and in performing the Work. If any additional Client Information becomes known to Client during the performance of the Work, Client shall disclose same promptly to Commonwealth, and the parties shall follow the change procedure in Section 6.4.

C. If Client has developed specific standards, policies, protocols and procedures which Client desires Commonwealth to follow, then such standards, policies, protocols and procedures shall be furnished in writing to Commonwealth, without charge, prior to Commonwealth issuing its Proposal.

D. Client shall designate a person to act as Client's representative, who shall have complete authority to transmit instructions, receive information, interpret and define Client's policies, make binding decisions, and provide directions with respect to the scope and quality of the Work. Client shall provide contact information for its representative to Commonwealth, including email address and mobile phone number.

E. Client shall use due care and diligence to monitor Commonwealth's performance and provide immediate written notice to Commonwealth should Client observe or otherwise become aware of any defect in the Work. Client shall issue a change order to Commonwealth to cover any cost of correction caused by Client's failure to comply with this Section.

F. Client shall provide Commonwealth's personnel and Consultants, without charge, all necessary access to Sites as required for performance of the Work. If the Site is owned by others, Client represents and warrants that the owner has granted permission for Commonwealth to enter the site and perform the Work. Client shall provide Commonwealth with written verification of Site access permission upon request.

G. Client shall make decisions and carry out its responsibilities promptly so as not to delay performance of the Work.

H. Client shall compensate Commonwealth as set forth in the Proposal, Purchase Order and this Agreement.

I. Client shall comply with all applicable Laws and Regulations.

J. Client shall provide, without charge, all permits, licenses, approvals and consents necessary for performance of the Work, except those maintained by Commonwealth and its Consultants for the ordinary conduct of their businesses.

4.2. *Environmental Condition of Site*

A. Client represents it has disclosed to Commonwealth in writing the existence of all known and suspected Constituents of Concern at or near the Site, including type, quantity, and location.

B. Client represents to Commonwealth that to the best of its knowledge no Constituents of Concern, other than those disclosed in the Purchase Order or otherwise in writing prior to Commonwealth preparing the Proposal, exist at the Site.

C. If Commonwealth encounters or learns of an undisclosed Constituent of Concern at the Site, then Commonwealth shall notify: (1) Client; and (2) appropriate governmental officials if Commonwealth reasonably concludes that doing so is required by Laws or Regulations.

D. Commonwealth's Work and/or scope of services includes no services related to Constituents of Concern. If Commonwealth or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary regarding disclosed or undisclosed Constituents of Concern, then Commonwealth may, at its option and without liability for any damages, suspend all or part of the Work until Client: (1) retains specialist consultants or contractors to identify and abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site fully complies with Laws and Regulations.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of the Work, then Commonwealth shall have the option of: (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating the Purchase Order or this Agreement, at Commonwealth's option, for cause on 7 days' notice.

F. Client acknowledges that Commonwealth is performing professional services for Client and that Commonwealth is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site.

ARTICLE 5 SCHEDULE FOR RENDERING SERVICES

5.1. *Commencement*

Commonwealth will commence Work after receiving and acknowledging a Purchase Order and, if required, separate written authorization from the Client to start the Work.

5.2. *Time for Completion*

A. Commonwealth shall endeavor to complete its obligations to the extent scheduled as firm in the Proposal or in any agreed, written schedule for the Work in the Purchase Order, as acknowledged in writing by Commonwealth ("Schedule") and otherwise within a reasonable time period as established by Commonwealth. All dates provided by Commonwealth are estimates except those identified in a Schedule as firm. If the Work falls behind a firm Schedule due to acts or omissions of Commonwealth, Commonwealth shall, at its sole cost and expense, use reasonable efforts to restore the Work to Schedule, including but not limited to placing Commonwealth personnel on extended working hours, assigning additional resources to the Work, and establishing expedited, priority treatment for the Work ("Expediting Measures").

B. If the parties change the Schedule, or the orderly and continuous progress of the Work is impaired, delayed, prevented, or suspended due to severe weather, natural disasters, labor disputes, intervention by or inability to get approvals from public authorities, by acts or omissions by Client or the Contractors, or by any other causes beyond Commonwealth's reasonable control, then the Schedule for completion of the Work, and the amount of Commonwealth's compensation, shall be adjusted accordingly, and Client shall compensate Commonwealth for any increase in Commonwealth's costs (including overhead and profit) resulting from these factors. Commonwealth shall be excused from performance for any period during which, and to the extent that, it or its Consultants are prevented from performing the Work in a reasonable manner, in whole or in part, other than through their own sole fault or negligence.

C. If Commonwealth fails, through its own fault, to complete the Work as contemplated in the Proposal or within the Schedule, as duly adjusted, then Client's sole remedy shall be limited to requiring Commonwealth to implement Expediting Measures and, if the Expediting Measures prove insufficient to restore the Work to the Schedule, to recovery of direct damages only, if any, resulting from such failure. Consequential damages as defined in Section 7.7 shall not be direct damages.

ARTICLE 6 INVOICES AND PAYMENTS

6.1. *Compensation*

Client shall pay Commonwealth for the Work and expenses as agreed and specified in each Purchase Order and/or as otherwise provided in this Agreement. For services performed based on rates, Client shall pay Commonwealth based on the rates as indicated on Attachments A and B, unless specified otherwise in the Proposal or Purchase Order. Payment shall be net 30 days from the date of issuance of Commonwealth's invoice therefor; except that, in the event the parties agree that milestone payments for a specific Purchase Order are appropriate, and such payments and milestones are specifically described in the applicable Purchase Order, milestone payments shall be payable net 30 days from the date of Commonwealth's delivery of its invoice. A separate invoice shall be issued for each milestone.

6.2. *Invoices*

Commonwealth shall prepare invoices in accordance with its standard invoicing practice. Commonwealth shall submit its invoices to Client on a monthly basis or as specified in the Proposal. Invoices are due and payable within 30 days of issuance, or as otherwise agreed in the Proposal. A time price differential equal to 1.5% per month (18% per annum) shall accrue on all invoices not paid when due.

6.3. *Payments*

A. Commonwealth may credit payments first to any accrued time price differential and then to principal owed to Commonwealth. Commonwealth may allocate payments to any outstanding invoices at its discretion.

B. If Client fails to make any payment due to Commonwealth for Work, expenses and other related charges when due, Commonwealth may, after giving seven days' written notice to Client, suspend Work under all Purchase Orders and Change Orders until Client has paid in full all amounts due for all services rendered, expenses incurred, and other related charges. Client expressly waives any claims against Commonwealth for any losses, expenses, damages (whether direct, indirect, exemplary or consequential), or liability in connection with or arising from any such suspension of Work, and the Schedule shall adjust accordingly.

C. If Client contests an invoice, Client shall promptly advise Commonwealth within 10 days of issuance of the invoice of the specific basis for contesting and identify that portion of the invoice in dispute. Client shall pay the undisputed portion of such invoice within the time period prescribed in Section 6.1 above. The disputed portion of such invoices shall be resolved pursuant to the procedures in Section 9.

D. If any governmental entity takes an action that imposes new or additional taxes, fees, or charges on Commonwealth's Work or compensation after the date of the Proposal, then Commonwealth may invoice Client for such new or additional taxes, fees, or charges as an expense that will be paid by Client at cost and without markup. Client shall reimburse Commonwealth for the cost of such new taxes, fees, and charges.

E. If an emergency occurs, Commonwealth may but is not obligated to take immediate measures to protect public safety, health and the environment. Client shall compensate Commonwealth for all costs incurred by Commonwealth in taking any emergency measures unless the emergency is caused by the sole negligence of Commonwealth.

6.4. *Changes*

A. Client acknowledges that electrical, geotechnical and environmental services involve uncertainties, which often require a phased or staged investigation with the need for additional services becoming apparent as the Work progresses. Client acknowledges that encountered conditions may differ considerably from those anticipated. Additionally, this Agreement is based on Laws and Regulations, Client Information, and Client-provided written policies and procedures as of the date of the Proposal. Changes after the date of the Proposal to Laws and Regulations, Client Information, or to Client-provided written policies and procedures shall be the basis for modifications to Client's responsibilities and to the scope of the Work, times of performance, and/or compensation. Commonwealth will notify Client if additional services, costs or time become necessary due to unanticipated or changed factors, and the parties will negotiate appropriate changes to the scope of services, compensation and Schedule. If the parties cannot reach agreement on appropriate Change Orders, Commonwealth may terminate the Purchase Order or this Agreement for cause.

B. If Client authorizes changes in the scope, extent, character, or Schedule of the Work for any reason, and the changes are acceptable to Commonwealth, Client promptly shall issue a written amendment to the Purchase Order describing the agreed changes ("Change Order"). Commonwealth is not obligated to perform any new or changed Work until Client issues a Change Order and Commonwealth acknowledges it in writing, signed by an authorized representative of Commonwealth. However, if Commonwealth performs any changed Work even before a Change Order is issued, Commonwealth shall be entitled to an equitable adjustment to the Schedule, compensation and other terms of the contract.

ARTICLE 7 PERFORMANCE, INSURANCE, INDEMNIFICATION, AND REMEDIES

7.1. *Standards of Performance*

A. The Work shall be performed by Commonwealth with the level of care and skill ordinarily used by members of the same profession or trade practicing under similar circumstances at the same time and in the same locality, and Commonwealth shall perform the Work in substantial conformance with the descriptions contained in the Proposal, as accepted by Client through a Purchase Order, subject to any modifications stated in any Change Orders ("Warranties"). Commonwealth shall not be responsible for deficiencies in the Work which are caused by deficiencies in Client Information, information in the public domain customarily relied upon in the industry, or by other circumstances beyond the reasonable control of Commonwealth. Commonwealth makes no other warranties or representations, express or implied, under this Agreement or otherwise, in connection with the Work. ALL IMPLIED WARRANTEES ARE EXCLUDED INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

B. If Client discovers any breach of the Warranties set forth in this Section during the performance of the Work or within 12 months' after the date of completion of the Work, Client shall notify Commonwealth in writing within 10 days of the date of such discovery. Upon receipt of written notice from the Client, if Commonwealth agrees with the finding of deficiency, Commonwealth promptly shall correct any defective Work without additional charge so that all Warranties are satisfied. If Commonwealth fails to correct agreed defective Work in accordance with this Section after reasonable opportunity, Client may arrange, as its exclusive remedy, for a third party to correct that portion of the Work that was agreed to be defective, and Commonwealth shall reimburse Client for all reasonable and necessary costs incurred by Client in connection with such correction. Correction of defective Work at all times shall be Client's exclusive remedy. Any disputes regarding claims of defect shall be resolved in accordance with the dispute resolution procedures set forth in Section 9 of this Agreement.

7.2. *Site Safety*

A. Commonwealth shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Commonwealth's own agents, employees, and Consultant(s)) at the Site, fabrication facilities, or any other location at which any portion of the Work is performed.

B. Neither the Work of Commonwealth, nor the presence of Commonwealth or its Consultant at a Site, shall relieve any Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating Contractor's work in accordance with contract documents and any health or safety precautions required by any regulatory agency. Commonwealth, its employees and Consultants have no authority or responsibility to exercise any control over any Contractor or any Contractor's employees in connection with any work, health or safety programs or procedures. Except as its own performance of the Work and as otherwise specifically provided in this Agreement, Commonwealth shall have no responsibility for Site safety. Client shall defend, indemnify, and hold harmless Commonwealth from and against any and all claims, suits, charges, and damages relating to Site safety except for conditions and/or actions which are solely the result of Commonwealth's negligence.

7.3. *Provisions for Specific Services if Included in Commonwealth's Proposal*

A. Certifications: Certifications and using terms such as "certify", "declare" or "state" shall be defined as an expression of Commonwealth's professional opinion based on known information and belief, and constitutes no warranty or guarantee by Commonwealth.

B. Construction Cost Estimates: Commonwealth's construction cost estimates represent opinions of probable construction cost based on Commonwealth's experience and qualifications, and represent Commonwealth's judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Commonwealth has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Commonwealth cannot and does not guarantee that proposals, bids, or actual construction costs will not vary materially from the construction cost estimate prepared by Commonwealth.

C. Construction Observation: Commonwealth's personnel or Consultants will visit the Site as specified in the Proposal to observe the progress and quality of the work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but are to allow Commonwealth, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work appears to proceed under contract documents. Commonwealth will seek to identify deficiencies in the work performed by the Contractor visually observed during the Site visit. Such observations by Commonwealth shall not be construed as a warranty or guarantee that work performed by the Contractor conforms to contract documents. Commonwealth shall not be held responsible or liable for any damages resulting from the work performed by others which does not conform to contract documents.

D. Licensing and Permitting: These services generally involve the preparation of permit applications and other documents for submittal to various federal, state and local agencies, railroads etc. These are independent regulatory agencies, entities, organizations and companies that cannot be controlled by Commonwealth. Commonwealth cannot and does not guarantee these entities will review Commonwealth's submittal nor can Commonwealth guarantee that Commonwealth's submittal will be approved. Commonwealth is not responsible or liable for any delays, and related damages or losses resulting from any such licensing and permitting delays or the failure by any such agency, entity, organization, or company to approve any such submittal.

E. Protective Relay Settings: Commonwealth will prepare protective relay settings based upon the protective relay philosophy established by the Client or by standard electrical utility practice. Client understands that the purpose of protective relays is to detect problems in the electrical system and to initiate necessary actions to minimize damage to electrical systems and components. Client also understands that protective relaying systems are not perfect and may not operate as intended during certain operating conditions and system configurations. As a result, Commonwealth does not warrant that the relay settings provided by Commonwealth will prevent system damages or outages from occurring nor is Commonwealth liable for any such damages, whether direct or indirect, resulting or arising from any such system damages or outages.

F. Record Documents: Upon construction completion, Commonwealth will prepare record documents based upon a marked-up set of drawings and other documents furnished by the Contractor or other party. Commonwealth assumes the mark-up set of drawings and other documents provided by the Contractor or other parties are reliable but Commonwealth cannot warrant the accuracy of the resulting record drawings and documents.

G. Shop Drawing Review: Any Commonwealth review and/or other action regarding the submittals of Contractors such as shop drawings, product data, and samples, shall only be for conformance with the design concept of the project and with the information in the contracts between Contractors and Client. Commonwealth's review of a specific item shall not indicate approval of an assembly of which the item is a component.

H. The only warranty regarding the Work described in this Section and others is in Section 7.1(A).

7.4. *Ownership and Use of Documents*

A. Client shall have the unlimited right to use Documents delivered to Client by Commonwealth, and the intellectual property therein, in connection with the Work and at the Site, subject to Client paying for the Work in full. However, all Documents, data, calculations, work papers and work product in any form created, prepared or furnished by Commonwealth or its Consultants, including all technology, methodology, or technical information learned or developed by Commonwealth, are instruments of service and are the property of Commonwealth. Client shall not disclose any Commonwealth Property to any third party without prior express written authorization from Commonwealth.

B. If Commonwealth transfers ownership of any Documents to Client, Commonwealth is and shall remain the sole and exclusive owner of all right, title and interest in the Developer Rights, whether incorporated into the Documents or otherwise. Commonwealth expressly reserves all rights in the Developer Rights. Accordingly, Client agrees that it may require a license to copy, use, sell or otherwise exploit any such Developer Rights.

C. Client acknowledges that Documents have been prepared for a particular application and location and may not be suitable for application in other situations. Any re-use of Documents in other applications or situations, or any modification of Documents, without prior express written authorization by Commonwealth is prohibited. Client shall defend (on request), indemnify and hold harmless Commonwealth and its officers, shareholders, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, expenses, and liabilities including reasonable attorneys' fees, arising out of or resulting from, directly or indirectly, any unauthorized use, re-use, or modification of Documents. Additionally, Client shall compensate Commonwealth for the fair market value of any such use or re-use.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

E. When transferring documents in electronic media format, the transferring party makes no representations or warranties on long-term compatibility, usability, or readability of such documents resulting from software application packages, operating systems, or computer hardware differing from those used by the documents' creator.

7.5. *Insurance*

A. Commonwealth shall procure and maintain insurance as set forth below.

1.	Workers' Compensation		Statutory
2.	Employer's Liability		
	a.	Each Accident	$1,000,000
	b.	Disease, Policy Limit	$1,000,000
	c.	Disease, Each Employee	$1,000,000
3.	General Liability		
	a.	Each Occurrence (Bodily Injury and Property Damage)	$1,000,000
	b.	General Aggregate	$2,000,000
4.	Umbrella Liability		
	a.	Each Occurrence	$5,000,000
	b.	General Aggregate	$5,000,000
5.	Automobile Liability (owned, non-owned and hired vehicles, - Combined Single Limit (Bodily Injury and Property Damage):		
	a.	Each Accident	$1,000,000
6.	Professional Liability:		
	a.	Each Claim Made	$2,000,000
	b.	Annual Aggregate	$4,000,000

7.6. *Indemnification*

A. Commonwealth shall defend, indemnify and hold harmless Client, and Client's officers, shareholders, directors, members, partners, agents, consultants, and employees from and against any and all third party claims, cost, loss, or damage including but not limited to those alleging bodily injury, sickness, disease, death, or damage to property, arising from or related to Commonwealth's breach of any of its obligations under this Agreement and/or from any negligent act, error or omission of Commonwealth or Commonwealth's officers, directors, members, partners, agents, employees, or Consultants, but only to the extent of any such relative negligence.

7.7. *Exclusion of Non-Direct Damages*

Other than as otherwise expressly stated in this Agreement, neither party shall be liable to the other for any special, exemplary, indirect, punitive, or consequential damages of any nature including, but not limited to: damages arising from the use or loss of use of any facility; loss of anticipated profits or revenues; costs of replacement services, goods and utilities; costs of purchasing or generating replacement electricity; damages arising from delay; claims of customers; or interest, whether based in contract, tort of any type, strict liability, or any other legal theory, even if such party was advised on the possibility of such damages in advance. The limited compensation to be received by Commonwealth has been accepted by it based upon the limitations in this Section 7.

7.8. *Limitation of Liability*

To the fullest extent permitted by law, and notwithstanding any other provision, the total liability, in the aggregate, of Commonwealth and Commonwealth's officers, shareholders, directors, members, partners, agents, employees, and Consultants, to Client and any third party including anyone claiming by, through, or under Client for any claims, losses, costs, damages, expenses (including but not limited to reasonable attorney fees) arising out of, resulting from, or related to the Work, any Purchase Order, or this Agreement from any cause or causes, including but not limited to the acts, negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty, express or implied, of Commonwealth or Commonwealth's officers, shareholders, directors, members, partners, agents, employees, or Consultants, shall not exceed the greater of (i) the total compensation paid to Commonwealth under the Purchase Order(s) giving rise to the liability, and (ii) the available proceeds of any applicable insurance policies required under this Agreement to be purchased by Commonwealth.

ARTICLE 8 TERMINATION

8.1. *Termination by Commonwealth for Cause*

A. Commonwealth may terminate the Agreement for cause if the Work is stopped for a period of 30 consecutive days through no act or fault of Commonwealth or a Consultant for any of the following reasons:

1. issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
2. an act of government, such as a declaration of national emergency, that requires all Work to be stopped;
3. for Client's failure to pay Commonwealth under Section 6;

4. if changed conditions are encountered, and the parties are unable to reach agreement on appropriate Change Orders concerning the changed conditions; or

5. If Client otherwise commits a substantial, material breach of this Agreement.

B. Commonwealth may terminate the Agreement if, through no act or fault of Commonwealth or Consultant, repeated suspensions, delays, or interruptions of all or a portion of the Work by Client, constitute in the aggregate more than 25 percent of the total number of days scheduled for completion, or 90 days in any 365-day period, whichever is less, or for a period of greater than 90 consecutive days.

C. Commonwealth may terminate the Agreement if the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of the Work and Commonwealth exercises its option to terminate the Agreement under Section 4.3(E).

D. If one of the reasons described in Subsections A, B, or C exists, Commonwealth may, upon seven days' notice to Client, terminate the Agreement and recover from Client payment for Work performed, plus reasonable overhead and profit on Work not performed due to the early termination under this Section, plus costs incurred by reason of such termination, including but not be limited to the cost of terminating any contracts, leases, or other obligations incurred by Commonwealth in connection with the Work.

8.2. *Termination by Client for Cause*

A. Client may terminate the Agreement if Commonwealth:

1. fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between Commonwealth and the Consultants or suppliers of undisputed amounts;

2. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

3. otherwise commits a substantial, material breach of this Agreement which is not cured within seven days of a written demand.

B. When any of the reasons described in Section 8.2(A) exist, Client may, without prejudice to any other rights or remedies of Client and after giving Commonwealth seven days' notice, terminate this Agreement and may:

1. Exclude Commonwealth from the Site; and

2. Finish the Work by a reasonable method selected by Client after evaluation and consultation with Commonwealth. Upon written request of Commonwealth, Client shall furnish to Commonwealth a detailed accounting of the costs incurred by Client in finishing the Work.

C. When Client terminates the Agreement for one of the reasons stated in Section 8.2(A), Commonwealth shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of agreed compensation exceeds costs of finishing the Work, and other damages incurred by the Client and not expressly waived, such excess shall be paid to

Commonwealth. If such costs and damages exceed the unpaid balance, Commonwealth shall pay the difference to Client.

8.3. *Suspension by Client for Convenience*

Client may, without cause, order Commonwealth in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Client may determine, but in no event longer than 90 days. Client shall also to the extent reasonably possible affix a date upon which the suspension shall be lifted. Commonwealth's compensation and time for performance shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption, including but not limited to de-mobilization and re-mobilization costs, any escalation costs, penalties, lease expenses, or other related expenses that may be incurred directly or indirectly as a result of the suspension. Adjustment of the compensation shall include overhead and profit.

8.4. *Termination by Client for Convenience*

Client may, at any time, terminate the Agreement for Client's convenience and without cause. Upon receipt of notice from Client of such termination for Client's convenience, Commonwealth shall:

1. cease operations as directed by the Client in the notice;

2. take actions necessary, or that the Client may direct, for the protection and preservation of the Work; and

3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of termination for Client's convenience, Client shall pay Commonwealth for Work performed prior to the date of termination, as well as all actual expenses incurred by Commonwealth in connection such termination that cannot be reversed or otherwise refunded by subcontractors or third parties to Commonwealth.

8.5. *Possession of Incomplete and Unchecked Documents on Termination or Suspension*

Upon making all termination payments required by this Agreement, Client may request Documents from Commonwealth that are incomplete or unchecked. However, Client understands that incomplete and unchecked documents bear a significant risk of containing errors and of giving rise to problems, and Client assumes sole responsibility for any use of incomplete or unchecked Documents and shall defend (on request), indemnify and hold harmless Commonwealth and its officers, shareholders, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, expenses, and liabilities including reasonable attorneys' fees, arising out of or resulting from, directly or indirectly, any use of incomplete or unchecked Documents. The provisions of Section 7.4 of this Agreement pertaining to ownership and use of Documents survive termination and completion of this Agreement and apply equally to incomplete and unchecked Documents.

ARTICLE 9 DISPUTE RESOLUTION

9.1. *Negotiation*

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives with authority to settle the dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either party may give the other written notice of any dispute, which notice shall include a summary of that party's position and the name and title of the executive who will be representing that party. Within fifteen (15) days after delivery of the notice, the receiving party shall respond with a summary of that party's position and the name and title of the executive who will represent that party. Within thirty (30) days after the initial notice, the parties' executives shall meet at a mutually acceptable time and place to attempt to resolve the dispute. Reasonable requests for information made by one party to the other to support the negotiation will be honored, and all negotiations under this Section shall be confidential and treated as compromise and settlement negotiations.

9.2. *Mediation*

If the dispute has not been resolved by negotiation within forty-five (45) days after the disputing party's notice, or if the parties failed to meet within thirty (30) days, the parties shall proceed to non-binding mediation under the then CPR Mediation Procedure, and, unless otherwise agreed, will select a mediator from the CPR Panels of Distinguished Neutrals.

9.3. *Litigation*

A. Applicable Law and Jurisdiction. This Agreement is to be construed and enforced according to the laws of the United States of America and the State of Michigan, including its choice of law rules. The forum and venue for any legal or equitable action or proceeding arising out of, or in connection with this Agreement shall lie in Calhoun County, Michigan, and Client specifically waives any and all objections to such jurisdiction and venue.

B. Limitations of Actions. No claims against Commonwealth can be brought or maintained unless initiated in the proper forum provided herein within eighteen months of the date in which the claim accrued.

~~C.~~ Attorney Fees and Costs. In any litigation arising under or relating to this Agreement, each party shall be responsible for their attorney fees and related costs.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1. *Successors, Assigns, and Beneficiaries*

A. This Agreement binds Client and Commonwealth and their successors, affiliates and (to the extent permitted by Subsection B) the assigns of the parties.

B. Neither Client nor Commonwealth may assign, subcontract, or transfer any rights under or interest in this Agreement without the written consent of the other, unless any assignment, subcontract, or transfer is mandated by law, provided, that, upon prior written notice to the other party, either party may assign this Agreement to an affiliate of such party or to a successor of all or substantially the assets of such party through merger, reorganization, consolidation or acquisition. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility. Commonwealth may engage CAI Services, P.C., an affiliated company, to comply with regulations in certain states without obtaining prior consent.

10.2. *No Third Party Beneficiaries*

Unless provided otherwise in this Agreement:

A. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Commonwealth to any of their subcontractors, suppliers, other individual or entity, or to any sureties or employees.

B. All duties and responsibilities undertaken under this Agreement will be for the sole and exclusive benefit of Client and Commonwealth and not for the benefit of any other party.

10.3. *Notices*

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address as stated in this Agreement and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

10.4. Survival

All express representations, waivers, indemnifications, and limitations of liability in this Agreement will survive its completion or termination.

10.5. Severability

Any provision or part of this Agreement or a Purchase Order held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Commonwealth, which agree that the Agreement and Purchase Order shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes close to expressing the intention of the stricken provision.

10.6. Waiver

A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

10.7. Entire Agreement

This Agreement, upon its acceptance by both parties, shall constitute the entire and integrated understanding between the parties and shall supersede all prior and contemporaneous negotiations, representations, and agreements, whether written or oral, regarding the subject matter herein. This Agreement may be amended only by written instrument signed by Client and Commonwealth.

IN WITNESS WHEREOF, the parties have made and executed this Agreement the day and year first above written intending the same to be binding upon the parties, their successors and assigns. This Agreement will be executed in two counterparts, each constituting an original but altogether the same instrument and Agreement.

CITY OF MARSHALL

By: ______________________________

Title: _____________________________

Date: _____________________________

COMMONWEALTH ASSOCIATES, INC.

By: _______________________________

Title: ______________________________

Date: ______________________________

ATTACHMENT A – LABOR RATES

COMMONWEALTH ASSOCIATES, INC.
LABOR RATE SUMMARY

BUSINESS YEAR 2025
January 4, 2025 - December 26, 2025

EXEMPT EMPLOYEES

BILLING CATEGORY	TITLE	LABOR BILLING RATE PER HOUR
21	ENGINEER I, ENGINEERING SPECIALIST I, ENVIRONMENTAL SPECIALIST I, LAND SERVICES SPECIALIST I, CARTOGRAPHER I, PURCHASING AGENT I, PROJECT MANAGER I, FIELD PROJECT REPRESENTATIVE I	$122
25	ENGINEER II, ENGINEERING SPECIALIST II, ENVIRONMENTAL SPECIALIST II, LAND SERVICES SPECIALIST II, CARTOGRAPHER II, PURCHASING AGENT II, PROJECT MANAGER II, FIELD PROJECT REPRESENTATIVE II	$135
26	ENGINEER III, ENGINEERING SPECIALIST III, ENVIRONMENTAL SPECIALIST III, LAND SERVICES SPECIALIST III, CARTOGRAPHER III, PURCHASING AGENT III, PROJECT MANAGER III, FIELD PROJECT REPRESENTATIVE III	$146
28	ENGINEER IV, ENGINEERING SPECIALIST IV, ENVIRONMENTAL SPECIALIST IV, LAND SERVICES SPECIALIST IV, PURCHASING AGENT IV, PROJECT MANAGER IV, FIELD PROJECT REPRESENTATIVE IV	$160
30	ENGINEER V, ENGINEERING SPECIALIST V, ENVIRONMENTAL SPECIALIST V, LAND SERVICES SPECIALIST V, PROJECT MANAGER V, FIELD PROJECT REPRESENTATIVE V	$172
32	ENGINEER VI, ENGINEERING SPECIALIST VI, LAND SERVICES SPECIALIST VI, PROJECT MANAGER VI, FIELD PROJECT REPRESENTATIVE VI	$188
36	ENGINEER VII, ENGINEERING SPECIALIST VII, ENVIRONMENTAL SPECIALIST VII, LAND SERVICES SPECIALIST VII, PROJECT MANAGER VII, FIELD PROJECT REPRESENTATIVE VII	$211
38	ENGINEER VIII, ENGINEERING SPECIALIST VIII, LAND SERVICES SPECIALIST VIII, PROJECT MANAGER VIII, FIELD PROJECT REPRESENTATIVE VIII	$233
40	ENGINEER IX, LAND SERVICE SPECIALIST IX, PROJECT MANAGER IX, FIELD PROJECT REPRESENTATIVE IX	$268

NONEXEMPT EMPLOYEES

11	PROJECT COORDINATOR, CADD OPERATOR , DESIGNER , TECHNICIAN	$63
15	PROJECT COORDINATOR II, CADD OPERATOR II, DESIGNER II, TECHNICIAN II	$78
16	PROJECT COORDINATOR III, CADD OPERATOR III, DESIGNER III, TECHNICIAN III	$96
17	PROJECT COORDINATOR IV, CADD OPERATOR IV, DESIGNER IV, TECHNICIAN IV	$108
19	PROJECT COORDINATOR V, CADD OPERATOR V, DESIGNER V, TECHNICIAN V	$126

Notes:

1. *Rates are based on Net 30. Invoices paid after Net 30 may be assesed a 1.5% late fee per month.*
2. *If any government entity takes a legislative action that imposes new taxes, fees or charges on services provided by Commonwealth or its subcontractors, then Commonwealth may invoice such new taxes, fees or charges at actual cost incurred without an additional markup.*
3. *These rates will be updated on an annual basis.*
4. *Billing titles are subject to change at any given time. (Ie. Promotions)*
5. *Directors, Associate Directors, Subject Matter Experts, and Consulting Engineers will be billed out at $300*

ATTACHMENT B – EXPENSE RATES

COMMONWEALTH ASSOCIATES, INC.
EXPENSE BILLING RATE SUMMARY

BUSINESS YEAR 2025
1/4/2025 THROUGH 12/26/2025

OUTSIDE REPRODUCTION	---	At cost
VEHICLE USAGE	---	Mileage at GSA rates
TRAVEL, LODGING AND MEALS	---	At cost or specified per diem
MAIL DELIVERY SERVICES	Fed-Ex, UPS, USPS, etc.	At cost
SUBCONTRACTORS	---	Cost plus 10%
PROCUREMENT SERVICES	---	Cost plus 15%
OTHER MISC. CLIENT OR PROJECT REQUIRED EXPENSES (note #3)	---	At cost

Notes:
1. No charge for reproduction unless the total number of reproduced sheets is greater than 100.
2. Engineering software: The engineering software fee is a charge for high-end, speciality software and also covers the expense of maintaining expertise in systems analysis.
3. Client contracted specialty needs (software or insurance)

ITEM: 12.A
ADMINISTRATIVE REPORT

TO:	Honorable Mayor and City Council
FROM:	Derek N. Perry, City Manager Marguerite Davenport, Director of Public Services Aaron Ambler, Water Superintendent
DATE:	September 2, 2025
SUBJECT:	**CONTRACT - WATER TOWER PAINTING AND UPGRADES**

The City of Marshall received bids on a request for proposals for the 200,000-gallon water tower located on Industrial Road. Three bids were submitted and opened on August 19, 2025 with the results as follows:

Company	*Location*	*Bid Amount*
E & L Painting	Howell, MI	$213,400
Seven Brothers	Shelby Township, MI	$220,900
LC United	Sterling Heights, MI	$432,000

The project was bid as a base project and one alternate option with the goal of comparing pricing based on completion time of the project. The base project was bid with a completion date of fall 2025 while the alternate was bid with a completion time of spring 2026. The low bidder for each timeframe was the same and there was no cost savings for delaying the project to spring. Therefore, only the fall 2025 pricing is shown in this report. A detailed bid tab is included with this report for detailed comparison as desired.

The work on the tower includes exterior and interior painting (both dry and wet surfaces), replacement mud flap, grounding rod installation, light fixture repairs, and splash pad improvements. All of these repairs were noted in the most recent inspection of the tower as deficiencies requiring action. Several of these items had been identified in the previous (2019) tower inspection as well. Now that the tower will come out of service for painting, it is time to complete all the noted repairs simultaneously.

To support the City in construction management a proposal was obtained from Dixon Engineering for construction engineering services. Dixon Engineering is our specialty tower consultant and completes the inspections on the structures required every five years.

BUDGET IMPACT:

This project will be expensed from the Water Department Capital Outlay Line 591-900-970.00. It was budgeted at $150,000 for fiscal year 2026. To support the difference between the bid amount and budgeted amount staff will delay the $50,000 project planned for the 500,000 gallon tower this fiscal year. Additionally, the remainder of the needed funds are supported by delaying the engineering work budgeted for South Marshall Avenue Watermain Replacement this fiscal year ($99,500 total).

RECOMMENDATION:

Approve the water tower contract with E & L Painting in the amount of $213,400 with a contingency amount of $21,000 for a total funded amount of $234,400 and approve the construction engineering task order with Dixon Engineering in the amount $47,900 and authorize the City Manager and City Clerk to sign the necessary documents.

Marshall, Michigan - 200,000 Gallon Spheroid Tank
2025 Water Tower Painting Project -August 19, 2025 - 1:00 p.m.

	LC United Sterling Heights, MI	Seven Brothers Shelby Twp., MI	E&L Painting Howell, MI	Maguire Iron Sioux Falls, SD		
Fall 2025				NO BID		
Section 03 00 00						
Splash Pad (1)	4,000	3,000	4800.			
Section 05 00 00						
Mud Valve (2)	4,000	4,800	5800.			
Wet Interior Ladder (3)	12,000	9,800	9800.			
Access Tube Air Gap Seal (4)	5,000	1,500	4800.			
Fill Pipe Section Replacement (5)	12,000	9,500	9800.			
Section 09 00 00						
Exterior Overcoat (6)	218,000	107,300	74,000			
Wet Interior Repaint (7)	112,000	55,000	70,000			
Seam Sealer (8)	3,000	1500	1800.			
Dry Interior Partial Repaint (9)	48,000	18,000	16,400.			
Section 16 00 00						
Light Fixture Replacement (10)	3,000	3,000	4,600.			
Aviation Light (11)	8,000	6,000	6800.			
Section 26 00 00						
Grounding Rod Installation (12)	3,000	1500	4800.			
Project Total	432,000	220,900	213,400.–			
Antennas and Cables	2,000	1,500	4,500.			
Bid Bond	✓	✓	✓	✓		

8/19 Start 1pm

[signature]

Marshall, Michigan - 200,000 Gallon Spheroid Tank
2025 Water Tower Painting Project -August 19, 2025 - 1:00 p.m.

	LC United Sterling Heights, MI	Seven Brothers Shelby Twp., MI	E&L Painting Howell, MI	Maguire Iron Sioux Falls, SD		
Spring 2026 - Alternate						
Section 03 00 00						
Splash Pad (1)	4,000	3,120	4800.	3,000		
Section 05 00 00						
Mud Valve (2)	4,000	4,992	5800.	8,000.		
Wet Interior Ladder (3)	12,000	10,192	9800.	4,000.		
Access Tube Air Gap Seal (4)	5,000	1,560	4800.	6,000.		
Fill Pipe Section Replacement (5)	12,000	9,880	9800.	5,000		
Section 09 00 00						
Exterior Overcoat (6)	228,000	116,756	74,000.	175,000.		
Wet Interior Repaint (7)	112,000	57,200	70,000.	130,000.		
Seam Sealer (8)	3,000	1,560	1,800.	2,000		
Dry Interior Partial Repaint (9)	48,000	18,720	16,400.	77,000.		
Section 16 00 00						
Light Fixture Replacement (10)	3,000	3,120	4,600.	10,000		
Aviation Light (11)	8,000	6,240	6,800.	6,000		
Section 26 00 00						
Grounding Rod Installation (12)	3,000	1,560	4,800	7,000		
Project Total	442,000	234,900	213,400	431,000		
Antennas and Cables	2,000	1,500	4,500	5,000		
Bid Bond				✓		

8/19 Start 1pm
[illegible]

2

DIXON ENGINEERING, INC.

1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (800) 327-1578
Fax: (616) 374-7116

August 25, 2025

City of Marshall
323 W. Michigan Ave.
Marshall, MI 49068

Attn: Aaron Ambler

Re: Bid Recommendation

Dear Mr. Ambler:

Bids were received by the City and opened on August 19, 2025, for the recoating and miscellaneous repairs of your 200,000 gallon spheroid water storage tank project.

The tank was bid with an alternate for spring of 2026 due to the late season start for 2025. There were four bids for the 2026 project and three for the 2025 project. Bids were $432,000, $220,900 and $213,400 for the 2025 project. Budget numbers in our 2025 report are $294,000

Dixon Engineering recommends award to E&L Painting for $213,400. They have completed many projects in the past six years and eight tanks in 2025 alone with Dixon Engineering.

If you have any questions, feel free to contact me at 517-202-5602.

FOR DIXON ENGINEERING, INC.,

Thomas Rounds
Project Manager

DIXON ENGINEERING, INC.

1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

TASK ORDER NO. 3 (TO#3)

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Client and DIXON for Professional Services—Task Order Edition dated **8/20/2025**, Client and DIXON agree as follows:

ARTICLE 1—TASK ORDER DATA

This services fee is the Estimated Amount **$47,900**. DIXON will honor this fee for a period of 6 months from the Proposal Date (below) after which time an adjustment to this fee may be necessary.

Background Data:

Effective Date of Task Order:
Owner: City of Marshall, Michigan: 323 W Michigan Ave, Marshall MI 49068
DIXON: 1104 Third Avenue, Lake Odessa, MI 48849
Project: 200,000 Gallon Spheroid: Phase 4 (Construction) and Phase 5 (Post-Construction)
Related Task Orders: NA
Supplemented by this Task Order:
Superseded by this Task Order:

Execution of this Task Order by Owner and DIXON makes it subject to the terms and conditions of the Main Agreement and its Exhibits and Appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:		DIXON:	
By:		By:	
Print Name:		Print Name:	Thomas Rounds
Title:		Title:	Project Manager
DESIGNATED REPRESENTATIVE FOR TASK ORDER:		DESIGNATED REPRESENTATIVE FOR TASK ORDER:	
Name:	Aaron Ambler	Name:	Thomas Rounds
Title:	Water Superintendent	Title:	Project Manager
Address:	323 W Michigan Ave, Marshall MI 49068	Address:	1104 Third Avenue, Lake Odessa, MI 48849
E-Mail Address:	aambler@cityofmarshall.com	E-Mail Address:	tomrounds@dixonengineering.net
Phone:	(269) 781-2210	Phone:	(517) 202-5602
Date:		Date:	8/20/2025

ARTICLE 2—SERVICES OF DIXON ("SCOPE")

A. The specific Basic Services to be provided or furnished by DIXON under this Task Order are:

1. Exhibit A to Task Order, "DIXON's Services for Task Order," as attached to this specific Task Order, and are divided between Basic and RPR Services per construction phase.
2. If antenna Services are included; Exhibit B to Task Order is used. All Exhibit B Services are also divided by Basic and RPR and per Phase.
3. All services not specifically detailed in Exhibit A or Exhibit B are Additional Services.

ARTICLE 3—ADDITIONS TO OWNER'S RESPONSIBILITIES

A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order:

1. Owner's additional responsibilities per Construction Phase are detailed in TO#3 Ex. A

ARTICLE 4—TASK ORDER SCHEDULE

A. In addition to any schedule provisions provided in Exhibits or elsewhere, the parties shall meet the following schedule: NA

ARTICLE 5—DIXON'S COMPENSATION

A. The terms of payment are set forth in Exhibit C of the Main Agreement.

1. Owner shall pay DIXON for services rendered under this Task Order per the Fee structure of this TO#_ EX C Attachment 1

ARTICLE 6—EXHIBITS AND ATTACHMENTS:

A. Exhibits Include

1. Exhibit A to Task Order—DIXON's Services and Client's Responsibilities Under Task Order.
2. Exhibit C Attachment 1 to Task Order—Summary of DIXON's Compensation Costs Schedule of Values.
3. Exhibit C Attachment 2 to Task Order – Employee Billable Rates and Terms if Work is into the next or more annual cycles from Effective Date of Main Agreement.

DIXON's SERVICES

A1.04 Phase 4 Construction:

A. Basic Services for Maintenance of Existing Structure:
   1. After receiving authorization from Client to proceed with the Construction Phase, DIXON will consult with Client and act as Client's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700 Standard General Conditions of the Construction Contract, edition with modifications as used in the Construction Contract, and as detailed below:
      a. Attend a Preconstruction meeting, and address questions regarding observation services and coordination of field observations.
      b. Accept submittal of all matters in question concerning the requirements of the Construction Contract Documents. With reasonable promptness, recommend a written clarification, interpretation, or decision on the issue submitted, or an amendment or supplement to the Construction Contract Documents
      c. Prepare any technical specifications needed for Change Orders, Field Orders, Work Directives.
      d. Review Contractor's Pay Requests.
      e. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
      f. Prepare Substantial Completion and other Construction documents.
   2. DIXON has authority to Stop Work if DIXON questions the quality of Work or rejects the Work, or if there (in the sole opinion of DIXON) is a potential for creating an environmental contamination.
   3. Recommend that Work be rejected if DIXON believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations regarding whether Contractor should correct such Work, if a portion of the Work should be uncovered, if tests are required, or remove and replace such Work, or whether Client should consider accepting such Work as provided in the Construction Contract Documents.
   4. Inform Client of any Work that DIXON believes is not defective; but is nonetheless, not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations for addressing such work.
   5. All of Client's instructions to Contractor will be issued through DIXON, who shall have authority to act on behalf of Client in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
   6. The Construction Phase will terminate upon written recommendation by DIXON or Client for final payment to Contractors.

B. RPR Services for Maintenance of Existing Structures
   1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
   2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
   3. Hold Points - General
      a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
      b. A Hold Point Site visit is an observation trip to perform one of the functions below. The number of Site visits required are estimates.
      c. If two Job Tasks are performed during the same trip, there is no additional charge (i.e., exterior intermediate and pit piping primer).

   d. The Site visit fees may vary between services (i.e., welding vs. coating) based on the higher compensated weld observer. Hold Point Quantities are estimates and are itemized in EXHIBIT C, Attachment C-1.
4. Hold Point Weld/Modifications- Observe, Record, Report, and:
   a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e., undercut, negative reinforcement, etc.).
5. Hold Points and RPR Coating Observation Services Common to Hold Point: All services will not be necessary at each Site visit observation.
   a. Review abrasive and coating materials for approved manufactures.
   b. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
   c. Observe abrasive blast cleanliness for specification requirements using SSPC Visual Standards, latest edition thereof.
   d. Review coating mixing, thinning, and manufacturer’s application requirements.
   e. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point).
   f. Observe wet interior using high/low voltage holiday detection.
   g. Observe applied coating for dry film thickness, coverage, uniformity, and cure.
6. Hold Point Coating Wet Interior - Observe, Record, Report, and:
   1) Verify test area for low pressure water blast cleaning (LPWC) meets or exceeds minimum specified standard.
   2) LPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11) or abrasive blast cleaning.
   3) Verify test area for abrasive cleaning meets or exceeds minimum of specified standard.
   4) Collect spent abrasive for sampling and testing.
   5) Abrasive blast cleaning prior to application of the prime coat.
   6) Prime coat prior to application of the next coat.
   7) Intermediate coat prior to application of the stripe or topcoat.
   8) Stripe coat prior to application of the topcoat.
   9) Topcoat for compliance with specifications.
   10) Seam sealer for compliance with specifications.
7. Hold Point Coating Exterior - Observe, Record, Report, and:
   1) Verify test area for high pressure water blast cleaning (HPWC) meets or exceeds minimum specified standard.
   2) HPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11) or abrasive blast cleaning.
   3) Abrasive blast cleaning prior to primer application.
   4) Spot power tool, feathering, and compliance with specifications.
   5) Spot prime coat prior to application of the epoxy intermediate coat.
   6) Epoxy intermediate coat prior to application of the urethane intermediate coat.
   7) Urethane intermediate coat prior to application of the topcoat.
   8) Topcoat for compliance with specifications.
   9) Check foundations coating for compliance with specifications.
   10) Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements, and to verify no damage occurred during lettering.
8. Hold Point Coating Dry Interior- Observe, Record, Report, and:
   1) LPWC for thoroughness and compliance with specifications.

2) Verify test area meets or exceeds minimum specified standard for abrasive cleaning and examine surface profile created. Collect spent abrasive coating debris for sampling and testing.
3) Abrasive blast cleaning prior to application of the prime coat.
4) Prime coat prior to application of the intermediate coat.
5) Intermediate coat prior to application of the stripe or topcoat.
6) Topcoat for compliance with specifications. Review all contract items to ensure they have been completed according to contract requirements.

9. Hold Point Cathodic Protection - Observe, Record, Report, and:
   a. Cathodic protection repair/installation work for specification compliance.
10. Hold Point Mixer Installation - Observe, Record, Report, and:
   a. Mixer installation work for specification compliance.
11. Hold Point Project Finalization:
   a. Review all repairs not installed until after coating.
   b. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
   c. Complete observation of immediate neighbors from air for any possible roof damage.
   d. Observe the installation of screens, light bulbs, etc.
   e. Observe Site for restoration to pre-project conditions.
   f. Formulate a punch list of items to complete.
   g. Create a second punch list if needed before finalization.
   h. Finalize the project to ensure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.

C. Construction Phase Client's Responsibilities:
   1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
   2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

A1.05 Post Construction Phase:

A. Basic Services:
   1. One Year Warranty Observation - ROV and Exterior:
      a. Review all steel and/or concrete repairs completed during Construction Phase.
      b. Review all wet surfaces for corrosion and/or damage, qualify and quantify damage relative to warranty requirements.
      c. Review all dry interior surfaces for corrosion and/or damage, qualify and quantify damage relative to warranty requirements.
      d. Review exterior surfaces for coating failures. If any coating "fails" to meet warranty requirements, quantify all findings for presentation to Contractor.
      e. Review all exterior appurtenances for damage due to corrosion or construction.
      f. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
      g. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The report will be letter format with photos and photo descriptions.

B. Post Construction Phase – RPR Services
   1. Detailed above if repairs are needed.

C. Post Construction Phase – Client's Responsibilities:

1. Warranty Observation - ROV Observation:
   a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV observation, or as a minimum, maintain positive flow (No water withdrawal from tank).
   b. Perform chlorine residual and bacteriological testing after completion of observation.

Note: in the DIXON supplied General conditions, all expenses related to or developing out of a failed warranty inspection such as additional DRR services and Client's direct expenses are "set-off" costs and may be retained and withdrawn from any money still retained from Contractor's final pay request. Problem at this point, is the Contractor usually has been paid in full and there are no funds available. Contractor Contract Documents, if prepared by DIXON requires a Maintenance Bond for this situation. Contractor generally pays cash as opposed to charging the bond. If Contract Documents were prepared by others, it may be possible to recover set off cost from the Performance Bond if a warranty provision is written as a performance requirement of the contract.

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Forty-Seven Thousand, Nine Hundred Dollars, $47,900** and summarized as follows:

Schedule of Values				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.04-Preconstruction Meeting	1	$1,350	$1,350	Unit Price
A1.04- Meeting as Requested		$1,350	$0	Unit Price
A1.04- PA, Basic, Other Defined Services			$2,200	Lump Sum
A1.04- Mixer Installation Observation	1	$1,250	$1,250	Unit Price
A1.04- Cathodic Protection Installation Observation	1	$1,250	$1,250	Unit Price
A1.04- RPR Weld Observation	2	$1,250	$2,500	Unit Price
A1.04- RPR Coating Observation	28	$1,250	$35,000	Unit Price
A1.04- RPR Coating Observation-Senior Staff	1	$1,350	$1,350	Unit Price
A1.05-Warranty Observation			$3,000	Lump Sum
Total			$47,900	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

Employee Billable Rates and Terms

Labor Class	Per Hour	Overtime Rate
Principal	$500.00	
Officer/Associate	$210.00	
Project Manager	$195.00-$220.00	$292.00-$330.00
Engineer	$220.00-$260.00	$330.00-$390.00
CWI Welding RPR	$215.00-$240.00	$322.00-$360.00
DIXON Level 3 or AMPP Senior Certified Level 3 RPR	$148.00-$198.00	$222.00-$297.00
DIXON Level 2 or AMPP Certified Level 2 RPR	$134.00-$174.00	$201.00-$261.00
DIXON Level 1 or AMPP General Level 1 RPR	$124.00-$154.00	$186.00-$231.00
Contract Support Staff	$154.00-$194.00	$231.00-$291.00

Expenses	Metropolitan	Out-State
Mileage	$0.80/mile + tolls	$0.70/mile
Lodging & Meals	$185.00 per diem	$185.00 per diem
Meals Only	$65.00 per diem	$65.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2025 (Revised: 10/21/2024)

ITEM: 12.B
ADMINISTRATIVE REPORT

TO:	Honorable Mayor and City Council
FROM:	Derek N. Perry, City Manager William Dopp, Finance Director/ City Treasurer
DATE:	September 2, 2025
SUBJECT:	**INFORMATIONAL TECHNOLOGY (IT) SERVICES AGREEMENT**

In 2022, the City entered into a services agreement with IT Right, a Michigan-based informational technology service provider, to provide the City with IT managed services. During the course of the initial three-year agreement with the City, the company was purchased by a national provider, named VC3. While a very competent service provider, our need for more on-site troubleshooting, problem resolution, and responsiveness has led us to pursue another service provider for our varied department needs and requirements.

To that end, we have developed an agreement with Calhoun County to provide those services as our dependence on technology has never been greater in all aspects of our service delivery to our residents and customers. As we have several operational interfaces with the County, including sharing physical space at the MRLEC, we are recommending that we contract with Calhoun County and their IT Department for a three-year term beginning October 1, 2025. This term will allow for a ~45-day transition period away from our current service provider, VC3, and minimize disruptions to our team and daily operations.

The proposed agreement has a first-year cost of $95,000, with years two and three increasing by 5%, respectively, over the term. The City purchasing ordinance (Chapter 32.07) provides for direct purchases with another unit of government.

BUDGET IMPACT:
In the FY26 budget, we have $150,000 allocated for contractual services in the Information Technology (636-572) budget. The first year cost of the agreement is $95,000 and is within the appropriated amount.

RECOMMENDATION:
Approve the Interlocal Agreement for Information Technology Services between the City of Marshall and Calhoun County, as to form, and authorize the City Manager and City Clerk to sign the necessary documents.

INTERLOCAL AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES BETWEEN THE CITY OF MARSHALL AND CALHOUN COUNTY

This Agreement is made this ____day of _________ , 2025, by and between the City of Marshall (the "City") and Calhoun County (the "County").

WHEREAS, the County internally employs an Information Technology Department.

WHEREAS, the County Information Technology Department provides internal Information Technology ("IT") Services to all County Departments, the 37th Circuit, 10th District, and Calhoun County Probate Courts, as well as external IT Services to the Calhoun County Consolidated Dispatch Authority and Land Bank Authority through Administrative Services Agreements; and

WHEREAS, the City and the County wish to enter into an Agreement for the County to provide IT Services to the City.

NOW THEREFORE, the Parties agree as follows:

1. **Purpose.** The County and the City are separate local governmental units, having their own employees and other applicable powers and rights. The purpose of this Agreement is to provide a cooperative mechanism for the City to receive information technology services. This Agreement is entered into pursuant to, and authorized by, the Michigan Constitution, Article 7, Section 28 and the Urban Cooperation Act of 1967, MCL §124.501 *et. Seq.*

2. **Information Technology Services.** The County is responsible for providing the following IT services to the City, as set forth below:

   A. Unlimited help desk support during normal business hours with 24/7/365 on-call support for after-hours emergencies. Incident classifications and response timeframes further defined in Attachment A.
      a. Standard support hours: Monday to Friday 8:00 AM – 6:00 PM EST
      b. After-Hours Support: Available for Priority 1 incidents only (24/7/365)
   B. Remote management and on-site support.
   C. Implement essential operating systems and third-party patch management to safeguard software security and ensure optimal functionality.
   D. Vendor management and recommendations including guidance for hardware, software, domain and license procurement.
   E. A dedicated IT team to provide support in IT strategic development and alignment with best practices.
   F. Cloud protection, monitoring and back-up support utilizing built-in Microsoft tools to monitor anti-spam, anti-malware, risky sign-in and intrusion protection.
   G. Cybersecurity monitoring, endpoint detection and response.
   H. CJIS certified technicians for LEIN compliance.

I. Service Level Compliance Report to be provided monthly

3. **Cost for Services.** In exchange for the County's provision of services as set forth herein, the City shall pay the County:
   a. Ninety-five thousand and 00/100 ($95,000.00) for all services rendered in year one (1) under this Agreement.
   b. Ninety-nine thousand, seven hundred fifty and 00/100 ($99,750.00) for all services rendered in year two (2) under this Agreement.
   c. One hundred four thousand, seven hundred thirty-seven and 50/100 ($104,737.50) for services rendered in year three (3) under this Agreement.

   The County shall present an invoice quarterly to the City for payment via electronic message or US Mail. In the event of termination of this Agreement, the final payment to the County shall be pro-rated based upon the effective date of termination.

4. **Term.** The term of this Agreement shall commence on or about October 1, 2025, for a term of approximately three (3) years, ending September 30, 2028. The parties may exercise an option to extend the term of this Agreement for an additional term, not to exceed three (3) years, through a written amendment to this Agreement.

5. **Termination.** Either Party may terminate this agreement upon one-hundred twenty (120) days written notice to the other Party. The failure of either Party to perform any term, condition or covenant undertaken in this Agreement, will be deemed a default of this Agreement. If a default occurs and remains uncured by the defaulting party for ten (10) days after the other Party has given notice of default, the non-defaulting party will have the right to terminate this Agreement without liability and costs.

6. **Indemnification.** The County and the City agree, to the extent allowed by law, to mutually indemnify, and hold harmless, the other, its elected and appointed officials, employees, agents and volunteers, against any and all claims, demands, suits, loss, or damages which may be asserted, claimed or recovered against either party, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is any way connected or associated with this Agreement.

7. **Control of County Personnel**. The County and the City agree that County employees and agents of the County IT Department providing services under this Agreement are solely employees of the County, subject to all County policies, rules or regulations and perform work under the direction of the County IT Director, or designee.

   County employees are not entitled to nor shall they receive any City benefit, wage, compensation, or remuneration of any kind, or any benefit that the City may provide to its employees.

8. **Applicable Law.** This Agreement shall be interpreted and enforced in accordance with the State laws of the State of Michigan, in the state Courts located in Calhoun County. If any portion is held to be illegal, invalid, or unenforceable, the remainder of the Agreement shall be deemed severable and shall remain in full force and effect.

9. **Notices.** Any notices pursuant to this Agreement shall be sent to the parties and shall be directed to the persons and addresses stated below:

Administrator/Controller Calhoun County 315 W. Green Street Marshall, MI 49068	City Manager City of Marshall 323 W. Michigan Avenue Marshall, MI 49068

10. **Nondiscrimination.** In carrying out the terms of this Agreement, the Parties hereto shall adhere to all applicable Federal, State and local laws and regulations prohibiting discrimination. The parties hereto, as required by law, shall not discriminate against persons to receive services under this Agreement or against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. Breach of this covenant shall be regarded as a material breach of this Agreement.

11. **Entire Agreement; Amendment**. This Agreement constitutes the entire agreement between the Parties, and this Agreement may not be amended, except in writing and signed by the duly authorized representatives of the Parties hereto. This Agreement constitutes the complete expression of the agreement between the County and the City on the subjects contained herein and there are no other oral or written agreements or understandings on the matters addressed in this Agreement. This Agreement may be modified or amended only by subsequent written agreement approved by the County Administrator/Controller and the City Council of the City Marshall.

12. **Mutual Draftsmanship.** This Agreement will be construed for all purposes as having been drafted jointly by the parties hereto.

13. **No Waiver of Defenses.** By entering into Agreement, neither Party waives any defenses, including the defense of governmental immunity.

14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which is an original, but all of which together shall constitute one and the same instrument.

By the signatures executed below, the parties agree to the terms of this Agreement and the signatories represent that they have the authority to execute this Agreement on behalf of the Party for which they have signed.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the last date signed by all Parties to this Agreement ("Effective Date").

The City of Marshall

By: ______________________

Name: ____________________

Title: _____________________

Date: _____________________

The County of Calhoun

By: ______________________

Name: ___________________

Title: _____________________

Date: _____________________

Attachment A

Information Technology Services continued

Incident response time and resolution targets are further defined by incident classification. Targets cannot be guaranteed and are dependent upon the difficulty of implementing the resolution. If targets are not met, escalation procedures will be implemented until incidents are resolved to satisfaction of both parties as defined in the table below.

1. Incident Classification – Incidents will be classified based on severity and business impact
2. Response and Resolution Targets – target resolution times govern the response time for the County
3. Escalation Procedures – If resolution targets are not met, incidents will be escalated to the next level of support or management within the County. For certain priority levels, a City representative will be notified.

	Definition	County Response Time	County Resolution Target	Escalation Timeline
Priority 1 (Critical)	Complete outage or major impact on business operations. No workaround available.	Within 30 min.	Within 4 hours	Escalated every 60 min until resolved
Priority 2 (High)	Significant degradation of service. Partial impact with limited workaround.	Within 1 hour	Within 8 hours	Escalated every 2 hours until resolved
Priority 3 (Medium)	Minor impact. Workaround available. Non-critical system affected.	Within 4 hours	Within 2 business days	Escalated each business day until resolved
Priority 4 (Low)	Informational request or routine issues with minimal impact.	Within 1 business day	Within 5 business days	Escalated each business day until resolved

Dr. Scott Grenquist
[redacted] North Parkview St.
Marshall, MI 49068

August 15, 2025

Marshall City Council
Marshall City Hall
Marshall, MI 49068

Dear Marshall City Council Members,

I would like to voice my support for Karen Wilbur Shear's efforts to resolve the problem of locating and repairing the leak that has occurred in the multi-residence water supply line that supplies municipal water to multiple residences located on North Parkview Street, behind the Honolulu House. Unlike most City of Marshall water supply lines that individually connect residences one-by-one to the street-based municipal trunk water supply lines, that is not the case for the multi-residence water supply line that services multiple residences on North Parkview Street. To add to the uniqueness of a multi-residence water supply line even being existent in the city of Marshall, the multi-residence supply line that services North Parkview Street is also running under other individual's property that is not even serviced by that multi-residence water supply line. That extra characteristic of this particular multi-residence water supply line, where it is running under other people's property that are not even being serviced by that multi-residence water supply line, makes it all but impossible to make repairs to it, unless those owners that are not even serviced by that multi-residence water supply line allow their property to be dug up and destroyed.

Having said that, I would like to offer my apologies for not being able to be present at this Council meeting to personally support Karen in her efforts to resolve this problem. However, in addition to my property holdings here in Marshall, and in Battle Creek, and in Homer, I also have properties in Florida that have to be managed. And, unfortunately, business that I have in Florida this week has required me to be away from Marshall during the time of this important meeting.

I would like to add that the problem that Karen is facing is a very unique problem, considering how the water supply lines in Marshall have been designed predominantly to lead directly from the street connection to an individual residence. In speaking with the Water Department here in Marshall, we were informed that only a very few water supply lines in the entire city have more than one residence on an individual water supply line. This means that Karen's water supply line is probably in the .01% of supply lines in Marshall that have multiple residences using the same water supply line. I would even go further as to say that perhaps this is the only multi-residence water supply line in the city that is also running under other taxpayer's land that is not even being supplied water by that multi-residence water supply line.

Now, in an effort to solve Karen's problem of determining the location of the leak in that multi-residence water supply line, I have spoken to several different plumbing services in the Battle Creek area, and have been assured that the Battle Creek Water Department has equipment that can categorically determine the location of the leak along the multi-residence supply line on North Parkview Street. In my discussions with the City of Marshall Water Department, I was told that Marshall does not have that equipment. However, we know that the Battle Creek Water Department does have that equipment. It is my understanding that the equipment sends a current-based signal along the water supply line, which can be detected through an inductive coupling above the ground.

I would also like to point out that I am not talking through my hat concerning this technology. Until I retired and returned to Marshall several years ago, I was a Prof. of Electrical Engineering in Boston for 25 years. And, before that I was a Professor of Physics at the University of Newcastle in Australia for 10 years. And before that, I was a Professor of Mechanical Engineering at Purdue University. The discussions that I've had with the various plumbers in Battle Creek, and with the Water Department here in the City of Marshall, have made me believe that the simplest solution to this problem is to determine where the small leak is in the multi-residence water supply line that is providing water to Karen. Once the location of the leak is determined, I have been informed by various plumbers that the leak can easily be fixed for a cost between $500 and $1000. If there was a way that the City of Marshall could borrow that water supply line leak detection equipment from the City of Battle Creek, the location of the leak could quickly be determined, and one of several plumbing businesses in the Marshall/Battle Creek area could quickly fix that leak in one day.

It is my hope that you can quickly facilitate Karen's request, and help her solve this problem, so that she can once again start purchasing water in abundance from the city of Marshall.

Thank you for your consideration in this matter,

Scott Grenquist

Dr. Scott Grenquist

Dr. Scott Grenquist
[redacted]orth Parkview St.
Marshall, Michigan