

Marshall Township Regular Board Meeting – Marshall Township

January 16, 2024

The meeting was called to order at 7:00 p.m. by Supervisor David Bosserd. The Pledge of Allegiance was recited. Present: Albaugh, Bosserd, Lyng, VanArman and Walsh. Absent: None.

Motion by Lyng, supported by Walsh, approve the proposed meeting agenda. The agenda was considered approved there being no objection.

REPORTS: Permits issued, Fire Department, and Treasurer reports were received and placed on file.

COMMUNICATIONS: Notice of County Park Millage allocation was received and referred to the Township Clerk for processing.

AUDIENCE COMMENTS ON LISTED AGENDA ITEMS: Six people offered comments.

OLD AND NEW BUSINESS:

Motion by Walsh, supported by Lyng approve: Minutes of the December 18, 2023, regular board meeting; the bill list with a total of \$16,548.55; authorize Clerk to renew Township participation in the MIDeal extended state purchasing program. ROLL CALL VOTE: YES: Walsh, Lyng, Bosserd, Albaugh, and VanArman. NO: None. CARRIED.

Motion by Walsh, supported by Lyng approve: The development agreement for relocation of Station 1 Fire Station as recommended by the Township Attorney; and designating the Township Clerk as Board representative for all purposes of the Development Agreement. The Clerk will report all items approved to the Board and review any proposed changes with the Fire Chief and Supervisor as appropriate. The proposed agreement was reviewed with the Board by the Township Attorney Seth Koches. Questions were asked by Board members which require follow-up by the Attorney. Motion by Albaugh, supported by Lyng, table the proposed development agreement and designation of Board representative under the agreement to the next regular board meeting or a special meeting if necessary. ROLL CALL VOTE: YES: Lyng, Bosserd, Albaugh, VanArman, and Walsh. NO-None. CARRIED

AUDIENCE COMMENTS: Six people offered comments. Jerrald Bosserd was called to order several times by the Supervisor during the meeting for speaking when not recognized by the Supervisor and was warned that he would be asked to leave the meeting if he persisted. After refusing the Supervisor's request, the Supervisor directed, per Board rules, that Gerald Bosserd leave the meeting which he continued to refuse to do when the Sheriff Deputy in attendance directed him to leave.

Motion by Albaugh, supported by VanArman, the meeting adjourn. The Supervisor declared the meeting adjourned, there being no objection, the time being 8:18 p.m.

Respectfully submitted,

JEFFREY S. ALBAUGH, Marshall Township Clerk

Building

Permit #	Contractor	Job Address	Fee Total	Const. Value
P23B0059	PATRICK DONNA	17825 VICTORS LN	\$125.00	\$0
Work Description: FENCING FOR POOL				
P23B0060	THE WESLEYN CHURCH	15510 A N DR	\$190.00	\$0
Work Description: HANDI-CAP RAMP				
P23B0061	GARY ROBERT, BARBARA & C	17202 OLD US 27 N	\$175.00	\$0
Work Description: INSTALL SMART JACKS				
P23B0062	DAMEROW BRIAN & SUSAN K	13801 15 MILE RD	\$175.00	\$0
Work Description: ROOF				
Total Permits For Type:				4
Total Fees For Type:				\$665.00
Total Const. Value For Type:				\$0

Electrical

Permit #	Contractor	Job Address	Fee Total	Const. Value
P23E0038	THE WESLEYN CHURCH	15510 A N DR	\$194.00	\$0
Work Description: Portable Building				
P23E0061	WILLAMS JESSE	12538 15 1/2 MILE RD	\$358.00	\$0
Work Description: NEW HOME				
P23E0062	HUFFMAN CORLINDA	13880 VERONA RD	\$146.00	\$0
Work Description: SERVICE				
P23E0063	RL INVESTMENTS II, LLC	13947 MICHIGAN AVE	\$176.00	\$0
Work Description: NEW SIGN				
P23E0064	KALAMAZOO RIVER COMMUN	116 MARSHALL ST	\$249.00	\$0
Work Description:				
P23E0065	BYRD JOHN D III & MARY E	15161 VERONA RD	\$105.00	\$0
Work Description: CIRCUIT				
P23E0066	FISH BRIAN & KINBERLY, TRU	15515 A N DR	\$160.00	\$0
Work Description: BATHROOM REMODEL				

Total Permits For Type:	7
Total Fees For Type:	\$1,388.00
Total Const. Value For Type:	\$0

Mechanical

Permit #	Contractor	Job Address	Fee Total	Const. Value
P23M0065	SINCLAIR KEVIN & MICHELLE	15376 17 1/2 MILE RD	\$155.00	\$0
Work Description: NEW HOME GENERATOR				
P23M0066	MARTIN DIANNA	12244 14 MILE RD	\$130.00	\$0
Work Description: LP LINE TO GENERATOR				
P23M0067	AVERY TYLER & LISA	14012 VERONA RD	\$121.00	\$0
Work Description: LP TANK SET				
P23M0068	WILLIAMS JESSE	12538 15 1/2 MILE RD	\$266.00	\$0
Work Description: NEW CONSTRUCTION				
P23M0069	HOPKINS DOUGLAS	14755 13 MILE RD	\$100.00	\$0
Work Description: GAS/OIL EQUIP				

Total Permits For Type:	5
Total Fees For Type:	\$772.00
Total Const. Value For Type:	\$0

Report Summary

Population: All Records
 Permit.DateIssued Between
 12/1/2023 12:00:00 AM AND
 12/31/2023 11:59:59 PM

Grand Total Fees:	\$2,825.00
Grand Total Permits:	16
Grand Total Const. Value:	\$0

Marshall Township Fire Department

Marshall, MI

This report was generated on 1/8/2024 2:06:47 PM

Total Training Hours per Personnel by Date Range

Personnel: All Personnel | Station(s): All Stations | Start Date: 10/01/2023 | End Date: 12/31/2023

Personnel Name	Total hours
Best, Ronnie	6:00
Blando, Melanie	4:00
Bowsher, Connor	6:00
Casey, Dennis	6:00
Cohoe, William	8:00
Cole, Dan	4:00
Hall, Justin	8:00
Harvey, Ryan	8:00
Hoehne, Cody	6:00
Jeschke, Todd	8:00
Jones, Ben	8:00
McCreary, Logan	8:00
Miles, Jessica	2:00
Miller, Sarah	8:00
Ramirez, Steve	8:00
Riggs, Jay	8:00
Riggs, Joshua	8:00
Shippell, Zach	6:00
Stealy, Jeffery Daniel	4:00
VanArman, Zakary	6:00
Wagner, Nathan	8:00

Count of Personnel : 21

Total Agency Training Hours : 140:00

Completed and Reviewed classes only. This report pulls training hours from the Training Code Hours field on the Info Page.



Marshall Township Fire Department

Marshall, MI

This report was generated on 1/8/2024 2:02:05 PM

Response Percentage per Station per Personnel for Incident Types for Personnel

Personnel: All Personnel | Incident Type(s): All Incident Types | Start Date: 10/01/2023 | End Date: 12/31/2023

Personnel	Calls Attended	% of Calls for Selected Incident Types
Station: Station 1		
Bowsher, Connor	5	16.1%
Casey, Dennis	9	29.0%
Cole, Dan	1	3.2%
Hall, Justin	1	3.2%
Harvey, Ryan	7	22.6%
Hoehne, Cody	2	6.5%
Jeschke, Todd	12	38.7%
McCreary, Logan	1	3.2%
Miles, Jessica	2	6.5%
Miller, Sarah	15	48.4%
Ramirez, Steve	1	3.2%
Riggs, Jay	7	22.6%
Riggs, Joshua	1	3.2%
Shippell, Zach	1	3.2%
VanArman, Zakary	8	25.8%
Wagner, Nathan	7	22.6%
Total Incidents for Station Station 1	31	
Station: Station 2		
Best, Ronnie	3	4.7%
Blando, Melanie	3	4.7%
Bowsher, Connor	14	21.9%
Casey, Dennis	10	15.6%
Cohoe, William	8	12.5%
Cole, Dan	1	1.6%
Hall, Justin	6	9.4%
Harvey, Ryan	38	59.4%
Hoehne, Cody	6	9.4%
Jeschke, Todd	22	34.4%
Jones, Ben	3	4.7%
McCreary, Logan	21	32.8%
Miles, Jessica	3	4.7%
Miller, Sarah	18	28.1%
Ramirez, Steve	13	20.3%
Riggs, Jay	27	42.2%
Riggs, Joshua	3	4.7%
Shippell, Zach	2	3.1%
Stealy, Jeffery Daniel	2	3.1%

Displays the number and percentage of Incidents attended by each Personnel for each Station in the agency over the selected Date Range. Only Reviewed incidents are included.



VanArman, Zakary	9	14.1%
Wagner, Nathan	29	45.3%
Total Incidents for Station Station 2	64	

Total Incidents for all Stations 95

Displays the number and percentage of Incidents attended by each Personnel for each Station in the agency over the selected Date Range. Only Reviewed incidents are included.



Marshall Township Fire Department

Marshall, MI

This report was generated on 1/8/2024 2:01:14 PM

Response Percentage per FDID per Personnel for Incident Types for Personnel

Personnel: All Personnel | Incident Type(s): All Incident Types | Start Date: 10/01/2023 | End Date: 12/31/2023

Personnel	Calls Attended	% of Calls for Selected Incident Types
FDID: 01313		
Best, Ronnie	3	3.2%
Blando, Melanie	3	3.2%
Bowsher, Connor	19	20.0%
Casey, Dennis	19	20.0%
Cohoe, William	8	8.4%
Cole, Dan	2	2.1%
Hall, Justin	7	7.4%
Harvey, Ryan	45	47.4%
Hoehne, Cody	8	8.4%
Jeschke, Todd	34	35.8%
Jones, Ben	3	3.2%
McCreary, Logan	22	23.2%
Miles, Jessica	5	5.3%
Miller, Sarah	33	34.7%
Ramirez, Steve	14	14.7%
Riggs, Jay	34	35.8%
Riggs, Joshua	4	4.2%
Shippell, Zach	3	3.2%
Stealy, Jeffery Daniel	2	2.1%
VanArman, Zakary	17	17.9%
Wagner, Nathan	36	37.9%
Total Incidents for FDID 01313	95	

Total Incidents for all FDIDs 95

Displays the number and percentage of Incidents attended by each Personnel for each FDID in the agency over the selected Date Range. Only Reviewed incidents are included. Report displays Active, Archived and Inactive Personnel.



Marshall Township Fire Department

Marshall, MI

This report was generated on 1/8/2024 1:59:02 PM

Incidents Per Personnel and Apparatus for Date Range

Start Date: 10/01/2023 | End Date: 12/31/2023

Personnel	BR132-Brush 13-2	BR13-Brush 13	ENG13-Engine 13	POV-POV	RES13-Rescue 13	SQ 13-Squad 13	SQ132-	Sta-1-	Sta-2-	TK132-Tanker 13-2	Totals
Best, Ronnie			1	1	1						3
Blando, Melanie							3				3
Bowsher, Connor			1	3	3	2	4	2	3	1	19
Casey, Dennis			6			8		5			19
Cohoe, William					5		1			2	8
Cole, Dan			1	1							2
Hall, Justin			6					1			7
Harvey, Ryan	4		3	10	11	2	6		4	5	45
Hoehne, Cody					1		6		1		8
Jeschke, Todd		1	4	2	7	9	5		3	3	34
Jones, Ben					1		1		1		3
McCreary, Logan			1	1	7		3	1	6	3	22
Miles, Jessica				1				2	2		5
Miller, Sarah	1		3	7	3		11	2	4	2	33
Ramirez, Steve		1	4					8	1		14
Riggs, Jay	4		2	2	13	1	4	1	4	3	34
Riggs, Joshua					3				1		4
Shippell, Zach						1	2				3
Stealy, Jeffery Daniel							1		1		2
VanArman, Zakary		1	5	4	1	3		3			17
Wagner, Nathan				4	13	2	10	1	3	3	36

Incidents Per Personnel and Apparatus for Date Range on reviewed cases



Marshall Township Fire Department

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Marshall, MI

This report was generated on 1/8/2024 3:43:27 PM

Incident Type Count per Shift for Date Range

Start Date: 10/01/2023 | End Date: 12/31/2023

INCIDENT TYPE	# INCIDENTS
111 - Building fire	3
131 - Passenger vehicle fire	2
142 - Brush or brush-and-grass mixture fire	1
143 - Grass fire	2
311 - Medical assist, assist EMS crew	2
321 - EMS call, excluding vehicle accident with injury	32
322 - Motor vehicle accident with injuries	4
324 - Motor vehicle accident with no injuries.	5
413 - Oil or other combustible liquid spill	1
424 - Carbon monoxide incident	1
444 - Power line down	5
460 - Accident, potential accident, other	1
600 - Good intent call, other	2
611 - Dispatched & cancelled en route	23
622 - No incident found on arrival at dispatch address	3
631 - Authorized controlled burning	1
700 - False alarm or false call, other	1
715 - Local alarm system, malicious false alarm	1
744 - Detector activation, no fire - unintentional	1
745 - Alarm system activation, no fire - unintentional	4
Total Incidents per Shift:	95
Total Sum of all Incidents:	95

- 374 -
Total

Incident Type Count per Shift for Date Range on Reviewed Incidents



Marshall Township Fire Department

Marshall, MI

This report was generated on 1/8/2024 2:00:01 PM

Incident Statistics

Zone(s): All Zones | Start Date: 10/01/2023 | End Date: 12/31/2023

INCIDENT COUNT	
INCIDENT TYPE	# INCIDENTS
EMS	43
FIRE	52
TOTAL	95

TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
POV	0	0	4
SQ 13	0	0	12
SQ132	0	0	12
Sta-1	0	0	1
TOTAL	0	0	29

PRE-INCIDENT VALUE	LOSSES
\$0.00	\$0.00

CO CHECKS	
424 - Carbon monoxide incident	1
TOTAL	1

MUTUAL AID	
Aid Type	Total
Aid Given	11
Aid Received	3

OVERLAPPING CALLS	
# OVERLAPPING	% OVERLAPPING
14	14.74

LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)		
Station	EMS	FIRE
Station 1	0:10:21	0:10:00
Station 2	0:10:28	0:09:34
	AVERAGE FOR ALL CALLS	0:09:39

LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)		
Station	EMS	FIRE
	AVERAGE FOR ALL CALLS	

AGENCY	AVERAGE TIME ON SCENE (MM:SS)
Marshall Township Fire Department	26:37

Only Reviewed Incidents included. EMS for Incident counts includes only 300 to 399 Incident Types. All other incident types are counted as FIRE. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = All patients transported by EMS. # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.

Marshall Township Fire Department

Marshall, MI

This report was generated on 1/8/2024 3:47:12 PM

Incident Statistics

Zone(s): All Zones | Start Date: 01/01/2023 | End Date: 12/31/2023

INCIDENT COUNT	
INCIDENT TYPE	# INCIDENTS
EMS	211
FIRE	163
TOTAL	374

TOTAL TRANSPORTS (N2 and N3)			
APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
OTHER	0	0	1
POV	0	0	24
SQ 13	0	0	60
SQ132	1	1	57
Sta-1	0	0	1
TOTAL	1	1	143

PRE-INCIDENT VALUE	LOSSES
\$0.00	\$0.00

CO CHECKS	
DESCRIPTION	COUNT
424 - Carbon monoxide incident	2
TOTAL	2

MUTUAL AID	
Aid Type	Total
Aid Given	48
Aid Received	14

OVERLAPPING CALLS	
# OVERLAPPING	% OVERLAPPING
52	13.9

LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)		
Station	EMS	FIRE
Station 1	0:08:54	0:10:17
Station 2	0:10:21	0:10:56
AVERAGE FOR ALL CALLS		0:09:56

LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)		
Station	EMS	FIRE
Station 2	0:02:40	
AVERAGE FOR ALL CALLS		0:02:00

Only Reviewed Incidents included. EMS for Incident counts includes only 300 to 399 Incident Types. All other incident types are counted as FIRE. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = All patients transported by EMS. # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMESIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.

FY Total
 ST 1 - 120 calls / ST 2 - 248

AGENCY	AVERAGE TIME ON SCENE (MM:SS)
Marshall Township Fire Department	28:41

Only Reviewed Incidents included. EMS for Incident counts includes only 300 to 399 Incident Types. All other incident types are counted as FIRE. CO Checks only Includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = All patients transported by EMS. # Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.



MARSHALL TOWNSHIP TREASURER'S REPORT
As of December 31, 2023

Deposit Balances

Southern Michigan Bank & Trust....	\$ 2,070,768.06
Marshall Community Credit Union...	69.25 (12/31/23)
KCCU.....	1,027.63(12/31/23)
Riley Wealth Management	2,193.19
Total.....	\$ 2,074,058.13

Certificates of Deposit

Marshall Community Credit Union...	32,109.92 (05/05/24 – 1.45%)
Kellogg Community Credit Union....	51,461.85 (05/20/24 – 3.06%)
Kellogg Community Credit Union....	51,313.63 (01/20/24 – 4.889%)
Highpoint Community Bank.....	250,000.00 (03/26/24 – 4.899%)
Mizuho Bank USA.....	444,893.20 (12/21/23 – 5.350%)
Total.....	\$ 829,778.60
GRAND TOTAL.....	\$ 2,903,836.73*

November 30, 2023 Ending Total.....	\$2,869,417.83
October 31, 2023 Ending Total.....	2,952,637.41
September 30, 2023 Ending Total....	2,920,188.57
August 31, 2023 Ending Total.....	3,018,549.40
July 31, 2023 Ending Total.....	3,045,818.75
June 30, 2023 Ending Total.....	2,973,374.45
May 31, 2023 Ending Total.....	2,562,554.71
April 30, 2023 Ending Total.....	2,585,804.04
March 31, 2023 Ending Total.....	2,606,580.06
February 28, 2023 Ending Total.....	2,489,832.20
January 31, 2023 Ending Total.....	2,428,195.67
December 31, 2022 Ending Total....	2,393,368.63
November 30, 2022 Ending Total....	2,377,178.23

*As of 3/31/23, \$1,027,694 is restricted fund balance from the fire department millage and county park millage sharing. Assigned fund balances are: \$300,838 for fire equipment and facilities; \$23,000, for township development; \$115,130 for general facility improvements and \$400,000, for subsequent year budget use (budget stabilization). Unassigned fund balance is \$460,893 including unspent ARPA funding. Total fund balance is \$2,336,226 as of 3/31/23.

David VanArman, Treasurer



CALHOUN COUNTY

Office of Community Development

Parks & Recreation – GIS – Planning – Economic Development – Recycling
315 West Green Street, Marshall, Michigan 49068 – 269/781-0780

Rec'd
12/20/23

Dear Marshall Township Official,

I trust this message finds you well. I am writing to inform you about an estimated **\$10,052.77** in Park Millage funding available to Marshall Township for 2024. Please note that this figure is subject to change based on the timing and amount of tax receipts.

To secure this allocation, you must complete the allocation request form and submit the 2023 report by **February 15th, 2024**. I have already sent the required forms to you and your staff via email. Please ensure that the report is approved by your local governing body before the specified deadline.

Additionally, I would like to draw your attention to the guideline stating that municipalities are permitted to retain three years' worth of allocations. Consequently, a portion of the park millage funding must have been used this year. Failure to utilize at least one year's worth of allocation, based on the 2021 amount, renders your municipality ineligible for a fourth-year allocation.

Exceptions may be considered on a case-by-case basis if substantial progress or planning towards expenditure can be demonstrated. I am more than willing to engage in one-on-one discussions and can arrange site visits to address any concerns you may have.

Feel free to reach out to me at 269-781-0769 to schedule a convenient time for discussion or to request further clarification on any matter related to Park Millage funding.

Sincerely,
Douglas Ferrall
Assistant Director of Community Development
269-781-0769

Proposed 12-23-23

Approved _____

Marshall Township Regular Board Meeting – Marshall Township

December 18, 2023

The meeting was called to order at 7:00 p.m. by Supervisor David Bosserd. The Pledge of Allegiance was recited. Present: Albaugh, Bosserd, Lyng, VanArman and Walsh. Absent: None.

Motion by Lyng, supported by Walsh, approve the proposed meeting agenda. The agenda was considered approved there being no objection.

REPORTS: Permits issued, Treasurer, Budget and Solar Project reports were received and placed on file. Fire Board Chairperson Lyng provided a verbal update citing approximately 360 incident responses so far this year.

COMMUNICATIONS: None

AUDIENCE COMMENTS ON LISTED AGENDA ITEMS: Six people offered comments.

OLD AND NEW BUSINESS:

Motion by Lyng, supported by Walsh approve: Minutes of the November 13, 2023, regular board meeting and November 29 special meeting (as corrected to attribute a remark made by Barry Adams to him rather than Mick Woods and to reflect that Treasurer VanArman seconded Trustee Walsh's motion to deny the FOIA appeal of Jerry Bosserd rather than Supervisor Bosserd); the bill list with a total of \$ 290,462.54 (attached); appointments recommended by the Supervisor of Duane Sly and Steve Riggs (replacing Richard Lindsey and Phyllis Gresly) and reappointment of David Boshears to the Planning Commission all for terms ending 12-31-26; Re-appointment of Trent Thompson to the Zoning Board of Appeals for a term ending 12-31-26; sending thank you letters to Richard Lindsey and Phyllis Gresly for their years of service on the Planning Commission; correction of term ending date for appointment of David VanArman to the Fire Board from 12-31-24 to 6-30-24; authorizing Clerk to close ELAN Credit card account and establish a credit card for the township through Southern Michigan Bank and Trust subject to the township policy on credit card authorization and use; 2024 meeting dates (attached); and, Board of Review recommended changes to property tax exemption guidelines (attached)., ROLL CALL VOTE: YES: Walsh, Lyng, Bosserd, Albaugh, and VanArman. NO: None. CARRIED.

AUDIENCE COMMENTS: Six people offered comments.

BOARD MEMBER COMMENTS: Supervisor Bosserd commented regarding the process he used to recommend appointments to the Planning Commission. Trustee Lyng attempted to provide information concerning the re-location of station one; however, was interrupted. Due to the interruptions, Clerk Albaugh moved to adjourn. Supervisor Bosserd declared the meeting adjourned, there being no further business to transact, at approximately 8 p.m...

Respectfully submitted,

JEFFREY S. ALBAUGH, Marshall Township Clerk

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank SMB SOUTHERN MICHIGAN BANK					
2/18/2023	SMB	31557	CITY OF MARSHALL	11-01 - 12-6-23 STREET LIGHTS	135.00
2/18/2023	SMB	31558	COMCAST BUSINESS	12-10 - 01-09-24 INTERNET AND VOICE SERV	490.21
2/18/2023	SMB	31559	ELAN FINANCIAL SERVICES	ZOOM & STATION 2 INTERNET	273.61
2/18/2023	SMB	31560	LEONA WALBECK	REFUND SUMMER 2022 TAX INTEREST	74.24
2/20/2023	SMB	31561	UNITED STATES POSTAL SERVICE	Postage	1,320.00
2/26/2023	SMB	12232	CONSUMERS ENERGY CO.	STREET LIGHTS	36.71
2/26/2023	SMB	12233	CONSUMERS ENERGY CO.	Utilities	227.61
2/26/2023	SMB	12234	CONSUMERS ENERGY CO.	STREET LIGHTS	587.32
2/26/2023	SMB	12235	CONSUMERS ENERGY CO.	STREET LIGHTS	776.24
2/28/2023	SMB	12236	CONSUMERS ENERGY CO.	SIRENS	40.25
2/28/2023	SMB	12237	CONSUMERS ENERGY CO.	SIRENS	40.54
2/28/2023	SMB	12238	CONSUMERS ENERGY CO.	SIRENS	40.68
2/28/2023	SMB	12239	CONSUMERS ENERGY CO.	SIRENS	40.82
2/28/2023	SMB	12240	CONSUMERS ENERGY CO.	SIRENS	40.82
2/28/2023	SMB	12241	CONSUMERS ENERGY CO.	SIRENS	40.96
2/28/2023	SMB	12242	CONSUMERS ENERGY CO.	SIRENS	40.96
2/28/2023	SMB	31562	ADVISOR	Utilities	348.13
2/28/2023	SMB	31563	ALLEGRA BATTLE CREEK	ASSESSMENT NOTICE & 11-13 BOARD SUMMARY	225.50
2/28/2023	SMB	31564	JIM'S FIRE EXTINGUISHER SERVICE	ELECTION ENVELOPES	206.02
2/28/2023	SMB	31565	AUTO PARTS	DECEMBER FIRE EXT. RECHARGING	280.00
2/28/2023	SMB	31566	O'LEARY WATER CONDITIONING, LLC	FIRE TRUCK PARTS	1,012.89
2/28/2023	SMB	31567	SCHERER ENGRAVING	WATER CONDITIONER SALT SERVICE	144.00
2/28/2023	SMB	31568	US BANK	FIRE DEPARTMENT PLAQUE	100.00
2/28/2023	SMB	31569	WALTERS DIMMICK PETROLEUM	DECEMBER COPIER SERVICE	165.42
1/10/2024	SMB	31570	BAUCKHAM THALL	FIRE TRUCK FUEL - NOVEMBER	664.44
1/10/2024	SMB	31571	CALHOUN COUNTY DISPATCH	LEGAL SERVICES THRU 11-15-23	1,450.16
1/10/2024	SMB	31572	MARSHALL AREA ECONOMIC DEVELOPMENT	LEGAL SERVICES THROUGH 12-18-23	3,302.90
1/10/2024	SMB	31573	CITY OF MARSHALL	QUARTERLY ASSESSMENT 1-1 - 3-31-24	2,499.49
1/10/2024	SMB	31574	CLEAN SWEEP MAINTENANCE	ANNUAL DINNER-MEETING REGISTRATIONS	180.00
1/10/2024	SMB	31575	CULLIGAN	STREET LIGHTS 12-6-23 - 1-3-24	135.00
1/10/2024	SMB	31576	DAVID CHAPMAN AGENCY	CLEANING SERVICE - DECEMBER	405.00
1/10/2024	SMB	31577	DARLINGS ACE HARDWARE	BOTTLED WATER SERVICE	62.00
1/10/2024	SMB	31578	JEFFREY ALBAUGH	PUBLIC OFFICIAL BOND 2024	216.00
1/10/2024	SMB	31579	MAMC	LIGHT BULBS	143.82
1/10/2024	SMB	31580	AUTO PARTS	REIMBURSE FOR 2024 CONFERENCE REGISTRATI	170.00
1/10/2024	SMB	31581	OFFICE 360	2024 MEMBERSHIP DUES	75.00
1/10/2024	SMB	31582	REPUBLIC SERVICES	VEHICLE PARTS 12-18-23	184.99
1/10/2024	SMB	31583	US BANK	DYMO VOTER LABELS	30.46
				TRASH SERVICE JANUARY 2024	117.38
				COPIER SERVICE 12-20-23 - 1-20-24	264.94
MB TOTALS:					
Total of 38 Checks:					16,548.55
Less 0 Void Checks:					0.00
Total of 38 Disbursements:					16,548.55



MARSHALL TOWNSHIP
CALHOUN COUNTY, MICHIGAN

January 16, 2024

RESOLUTION APPROVING
DEVELOPMENT AGREEMENT

WHEREAS, Marshall Township (“Township”) owns certain property within the township addressed as 13661 15 Mile Road (“subject property”), which is the current location of the Marshall Township Fire Station; and,

WHEREAS, to support the realignment of M-96 and the location of sewer, water, and other infrastructure to support the BlueOval Battery Park Project and associated infrastructure, the Michigan Area Development Alliance (“MAEDA”) wishes to purchase the subject property; and,

WHEREAS, in consideration for the transfer of the subject property, MAEDA wishes to construct a new Fire Station for the Township located on the east side of 15 Mile Road (Myron Avery Drive) across from the existing Township Hall pursuant to the terms contained in the Development Agreement; and,

WHEREAS, after reviewing the Development Agreement, the Township Board determines that it is in the best interests of the Township to execute the Development Agreement upon confirmation of the construction costs of the new Township Fire Station.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Marshall Township Board of Trustees authorizes the Township Supervisor to execute the Development Agreement upon confirmation of construction costs.

_____ moved, supported by _____ to adopt the foregoing Resolution.

Upon roll call vote, the members voted as follows:

Ayes:

Nays:

Absent:

The Supervisor declared the motion passed and the Resolution duly adopted.

Date: _____

Jeff Albaugh, Clerk
Marshall Township, Calhoun County, MI

CERTIFICATE

I hereby certify that the foregoing resolution was adopted at a regular meeting of the Marshall Township Board held on January 16, 2024 at the Township Hall, that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act of Michigan; that a quorum of the Board was present and voted in favor of the resolution by a roll call vote of said members as hereinbefore set forth; and that the minutes of the meeting were kept and will be or have been made available as required by the Open Meetings Act.

Jeff Albaugh, Clerk
Marshall Township
13551 Myron Avery Drive
Marshall, MI 49068
269-781-7976

Attest:

David Bosserd, Supervisor

DEVELOPMENT AGREEMENT

This development agreement (the Agreement) is entered into on January ___, 2024, by and between **Marshall Township**, a Michigan governmental unit, of 13551 Myron Avery Drive, Marshall, Michigan 49068, (Seller) and the **Marshall Area Economic Development Alliance**, of 323 West Michigan Avenue, Marshall, Michigan 49068 (Buyer), on the terms and conditions set forth below.

1. **Background.** Seller is the owner of a parcel of real property located in Marshall Township, Calhoun County, Michigan, commonly known as 13661 15 Mile Road, Marshall, Michigan 49068 and depicted in Exhibit A. To support the realignment of M-96 and the location of sewer, water, and other infrastructure to support the BlueOval Battery Park Project and associated infrastructure, Buyer wishes to purchase a parcel of property as depicted as the "New MAEDA Parcel" on Exhibit A (the "Premises"). Buyer, in consideration for the transfer of the Premises to Seller, wishes to construct a new five (5) stall fire station for Seller, on the east side of 15 Mile Road (Myron Avery Drive) across from the existing township hall on the new parcel identified as "New Parcel 1.75 acres" on Exhibit B ("Fire Station Parcel"). This Agreement sets forth the terms and conditions on which Buyer agrees to purchase the Premises from Seller and Buyer and Seller agree to undertake the other actions as set forth herein.
2. **Purchase and sale.** Seller agrees to sell the Premises to Buyer, and Buyer agrees to purchase the Premises from Seller, together with all easements, rights, hereditaments, and appurtenances, on the terms and conditions set forth below. Buyer also agrees to transfer, upon the completion of the construction of the new fire station, the Fire Station Parcel together with all easements, rights, hereditaments, and appurtenances, on the terms and conditions set forth below. Prior to transfer of ownership to the Fire Station Parcel to Seller, Seller shall be entitled to perform, at Buyer's sole cost, all applicable due environmental due diligence assessment(s) of said parcel as necessary to provide liability protection for Seller relative to any pre-existing environmental condition(s).
3. **Purchase price.** The purchase price shown on the warranty deed of the Premises to Seller shall be One Dollar (\$1.00) and other good and valuable consideration. The purchase price shown on the warranty deed of the Fire Station Parcel from Buyer to Seller shall be One Dollars (\$1.00) and other good and valuable consideration. In addition, Buyer shall undertake the actions set forth below.
4. **Buyer's access to Premises.** Upon the execution of this Agreement and after closing while Seller remains in possession, Buyer and its respective employees, agents, contractors, and invitees, along with representatives of the Michigan Department of Transportation, shall have reasonable access to the Premises for the purpose of inspecting and evaluating the Premises and performing any activities related to future road or utility planning. While Buyer or its employees, agents, contractors, or invitees are on the Premises, (a) they shall not unreasonably interfere with any use of the Premises by Seller; (b) Seller shall not be liable for any damage, loss, or injury they cause; and (c) Buyer shall indemnify, defend, protect and hold Seller harmless from any and all claims, suits, damages, loss, or injury to person or property, including, without limitation, costs and expenses of investigating, defending, and settling or litigating any claim, including reasonable attorney fees, arising out of their presence or activities on the Premises before the closing date. On completion

- of all such inspections and evaluations, Buyer shall return the Premises substantially to their prior condition.
5. **Seller's access to Premises.** During the construction of the new fire station, authorized representatives of the Seller shall have reasonable access to the Fire Station Parcel.
 6. **Closing date and possession.** Buyer and Seller shall close the sale and purchase of the Premises from Seller to Buyer (the Closing) on or before February 29, 2024. Seller shall be entitled to retain possession until the new fire station is completed. However, after closing, Buyer shall have access to the Premises as necessary to directionally bore under the existing fire barn structure on the Premises for the placement of sewer, water and/or other infrastructure. The Closing shall take place at the offices of Buyer.
 7. **Construction of new fire station.** As of the date of closing, Buyer will begin the construction of a new five stall fire station, as set forth in plans attached as Exhibit C (site plan) and Exhibit D (construction drawings) [collectively herein referred to as the ("Plans")]. The Plans have been submitted to and approved by the Marshall Township Fire Board. The Plans will be submitted by Buyer to the Township Planning Commission for review and consideration. The budget for the construction of the new fire station is Three Million and 00/100 Dollars (\$3,000,000.00). The parties will reasonably cooperate to modify the Plans and construction agreement to construct the fire station within the budget. To the extent that funds are available within the Budget, the construction of the fire station will include providing appropriate furnishings for the fire station. Seller shall appoint a representative with authority to review and make changes to the plans for construction of the fire station. The final design will be subject to the approval of the Township. Upon completion, issuance of a certificate of occupancy, and final inspection by Seller, the Fire Station Parcel, to be surveyed, will be transferred by Buyer to Seller by warranty deed for the sum of One Dollar (\$1.00) and other good and valuable consideration.
 8. **Septic and Water.** The parties anticipate that the City of Marshall will enter into an Interlocal Agreement with Seller to provide sewer and water to the new fire station and the existing township hall. The parties acknowledge that based on the timing of the construction of the sewer and water, the fire station may be completed before the sewer and water services are available. If the services are unavailable, the fire station construction shall include the installation of a septic tank and well sufficient to support the new fire station. Buyer shall pay to connect Seller to sewer and/or water infrastructure if sewer and/or water infrastructure is available by January 1, 2027.
 9. **Exclusion of Warranties.** Buyer shall transfer and assign any warranties relative to the construction of the fire station to the Seller upon completion of the construction and the transfer of the Fire Station Parcel. Buyer excludes any other warranties relative to the construction of the fire station and Seller agrees to accept the fire station upon completion in as is, where is, condition.
 10. **Demolition of existing fire barn.** Upon completion of the new fire station, Seller shall at its cost shall remove all existing equipment from the existing fire barn and transfer it to the new fire station. Buyer, at its sole cost, will demolish and remove the existing fire barn and take other necessary actions to prepare the Premises for the relocation and realignment of M-96 and sewer, water, and other utilities for the BlueOval Battery Park project.
 11. **Delivery of documents.** Buyer will provide to Seller any environmental documents it has which pertain to the Premises. Buyer will prepare at its cost ALTA surveys of both the Premises and the Parcel to be conveyed to the Seller after the construction of the new fire

- barn. Buyer, at its cost, will deliver title insurance commitments from Chicago Title for both parcels to Seller as soon as they are available.
12. **Taxes and assessments.** Current real estate taxes shall be prorated as of the date of Closing between Seller and Buyer based on the due date of the respective taxing authority. However, for purposes of this proration, taxes shall be deemed paid in advance. Seller and Buyer understand and acknowledge that the amount of any past due real estate taxes on the Premises not paid by the date of Closing may be deducted from the Purchase Price paid at Closing and be paid to the respective taxing authority at Closing.
 13. **Form of conveyance.** At Closing, Seller shall grant and convey legal title to the Premises to Buyer pursuant to a warranty deed, subject only to (a) the lien of taxes on the Premises not yet due and payable; and (b) the easements, covenants, conditions, and restrictions of record as shown on the title commitment delivered to Buyer as stated above. The deed shall state the consideration as “for good and valuable consideration,” and Seller shall sign and file a transfer valuation affidavit to evidence the Purchase Price. Upon completion of the fire station, Buyer shall grant and convey legal title to the Fire Station Parcel to Seller pursuant to a warranty deed, subject only to (a) the lien of taxes on the Premises not yet due and payable; and (b) the easements, covenants, conditions, and restrictions of record as shown on the title commitment delivered to Seller for the Fire Station Parcel. The deed for the fire station parcel shall state the consideration as “for good and valuable consideration,” and Seller shall sign and file a transfer valuation affidavit to evidence the Purchase Price.
 14. **Seller’s default.** In the event of any default by Seller that continues without cure for 10 days after delivery by Buyer of notice to Seller, Buyer shall have the right (but not the obligation) to terminate this Agreement by notice to Seller within 15 days after the end of the cure period allowed to Seller. The Buyer may enforce this agreement as provided for by applicable law.
 15. **Buyer’s default.** In the event of any default by Buyer that continues without cure for 10 days after the delivery by Seller of notice to Buyer, Seller shall have the right (but not the obligation) to terminate this Agreement by notice to Buyer and Escrow Agent within 15 days after the end of the cure period allowed to Buyer. The Seller may enforce this agreement as provided by applicable law.
 16. **Contingent on Funding.** The closing and obligations of Buyer contained herein are contingent upon the availability of funding from the Michigan Economic Development Corporation/State of Michigan to fund the purchase price and construction costs, along with all closing costs.
 17. **Closing.** Buyer shall prepare the closing documents and deliver them to Seller for review and approval at least two (2) business days before Closing. At Closing, Buyer shall be responsible for all expenses, including any closing costs charged by any closing agent, the payment of the state and county transfer taxes; the title insurance premium to issue a policy pursuant to the title commitment referenced above; certified to the Buyer as referenced above; and the costs of any recording fees to record any documents to clear title. Buyer shall also pay for all survey costs, the fees necessary to record the deed and any other documents to transfer title.
 18. **Attorney Fees.** Buyer shall pay all attorney fees incurred by Seller relative to reviewing this agreement and related to the closing.

19. **Real estate broker.** Seller and Buyer represent and warrant to each other that no real estate broker or any other person or entity has been involved in or is entitled to a commission as a result of the sale and purchase of the Premises contemplated by this Agreement. To the extent a commission or fee is claimed by any individual or entity as a result of its contacts with either Seller or Buyer, the party against and through whom the commission or fee is claimed will indemnify the other party and be responsible for the payment of all costs of defending that claim and, to the extent it is to be paid, the liability for the payment of that commission or fee.
20. **Notices.** Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing and shall be either personally served or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement.
21. **Entire agreement.** This Agreement and its exhibits constitute the entire agreement between the parties regarding the subject matter of this Agreement, and all prior agreements regarding the Premises between the parties, whether written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by Seller and Buyer.
22. **Applicable law.** This Agreement shall be applied, construed, and enforced in accordance with the laws of the state of Michigan, without giving effect to conflicts of law principles. Venue for any disputes under this Agreement shall lie in Calhoun, Michigan.
23. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. Seller and Buyer are permitted to assign this Agreement to affiliated business entities that are owned in total by either Seller or Buyer; but neither party may assign or otherwise transfer its interest under this Agreement to any other third party without the prior approval of the other party to this Agreement, which approval shall not be unreasonably withheld.
24. **Modifications; counterparts; electronic signatures.** No modification, alteration, or amendment to this Agreement shall be binding unless in writing and signed by both Buyer and Seller. This Agreement may be executed electronically in pdf form and/or in counterparts, and all counterparts together shall constitute one integrated agreement and be deemed an original document.
25. **Exhibits.** The following are exhibits to this Agreement:
 - Exhibit A—Survey of New MAEDA Parcel
 - Exhibit B – Survey of New Township Parcel
 - Exhibit C – Site Plan for new Fire Station to be constructed
 - Exhibit D – Construction Plans for Fire Station to be constructed

[Signatures on next page.]

26. **Effective date.** This Agreement has been signed and is effective as of January ____, 2024.

SELLER:

Marshall Township

Dated: January ____, 2024

By: _____

David Bosserd

Its: Supervisor

BUYER:

Marshall Area Economic Development Alliance

Dated: January ____, 2024

By: _____

Jim Durian

Its: Chief Executive Officer

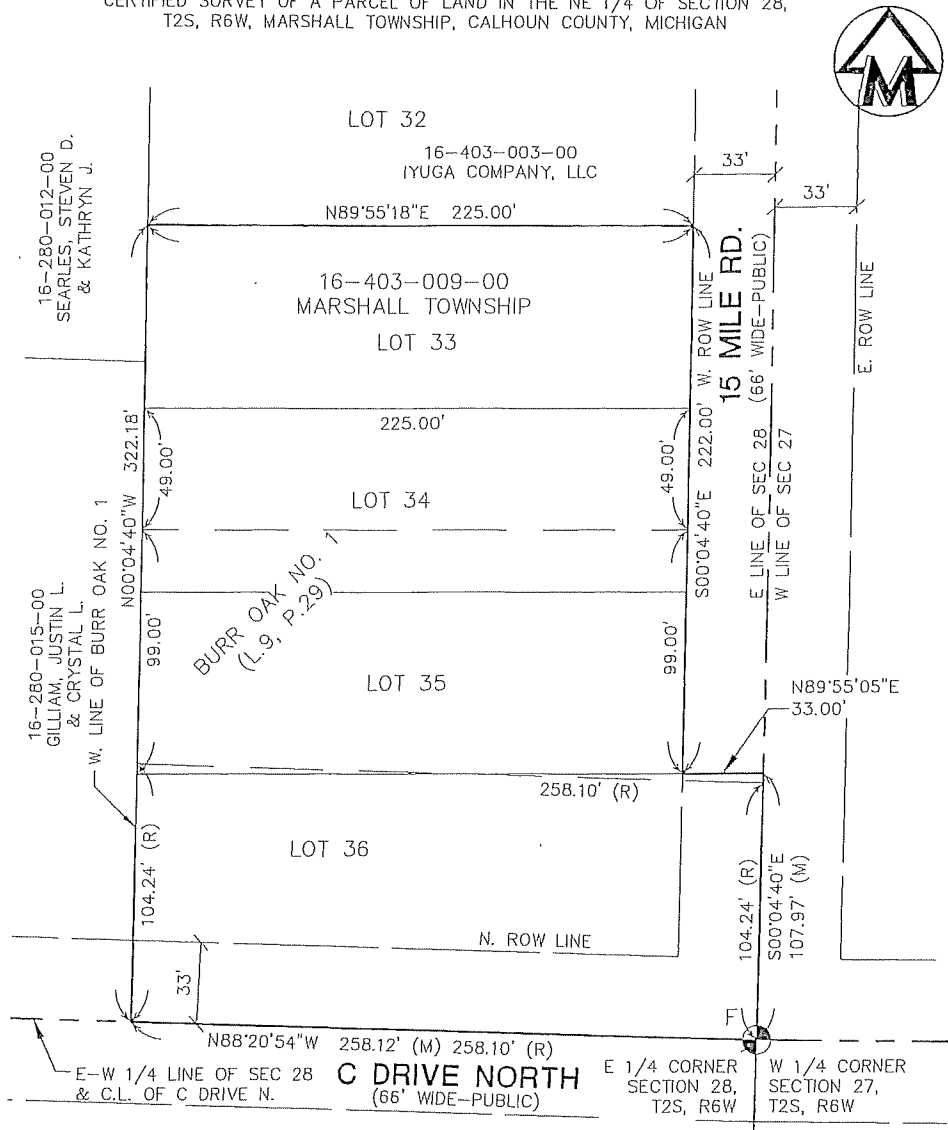
3-5

EXHIBIT A

36

CERTIFIED SURVEY

CERTIFIED SURVEY OF A PARCEL OF LAND IN THE NE 1/4 OF SECTION 28,
T2S, R6W, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN



LEGEND

- SECTION CORNER
- SET IRON ROD
- FOUND IRON PIPE
- FOUND IRON ROD
- FOUND MONUMENT

BASIS OF BEARINGS

MICHIGAN STATE
PLANE COORDINATE
SOUTH ZONE

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL HEREON DESCRIBED ON DEC. 11, 2023 AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

CLIENT: MAEDA	DATE: 12/11/2023
JOB NO.: 22367	SHEET 1 OF 4
SECTION: 28 TOWN: 2S RANGE: 6W	SCALE: 1in. = 60 ft.
TOWNSHIP OF MARSHALL	BOOK: 1088
CALHOUN COUNTY, MICHIGAN	BY: OLV

Patrick L. Hastings
PATRICK L. HASTINGS PS NO. 4001037277



MIDWESTERN

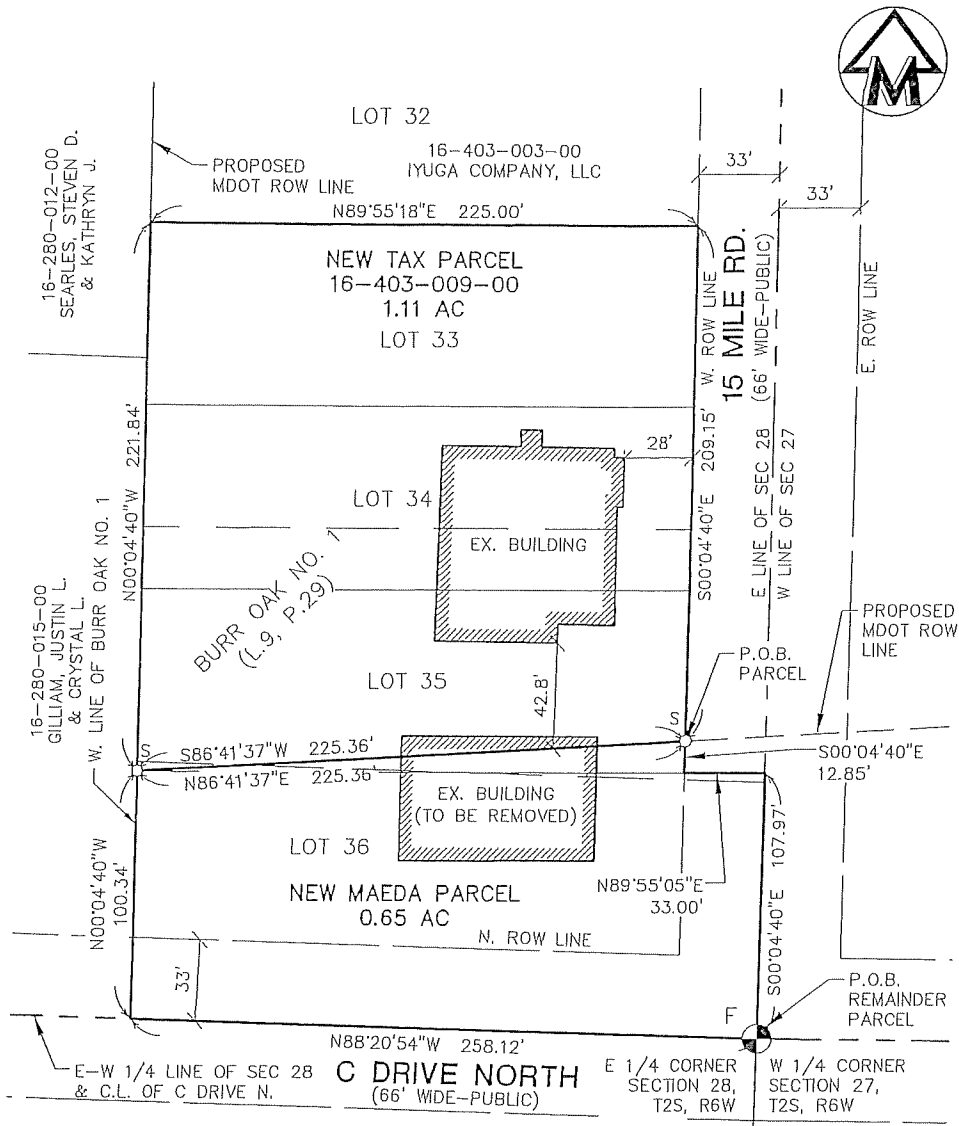
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PROPOSED PARCELS

37

CERTIFIED SURVEY OF TWO (2) PARCELS OF LAND IN THE NE 1/4 OF SECTION 28, T2S, R6W, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN



LEGEND

- SECTION CORNER
- S SET IRON ROD
- F FOUND IRON PIPE
- FIR FOUND IRON ROD
- F FOUND MONUMENT

BASIS OF BEARINGS

MICHIGAN STATE
PLANE COORDINATE
SOUTH ZONE

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL HEREON DESCRIBED ON DEC. 11, 2023 AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

CLIENT: MAEDA	DATE: 12/11/2023
JOB NO.: 22367	SHEET 2 OF 4
SECTION: 28 TOWN: 2S RANGE: 6W	SCALE: 1in. = 60 ft.
TOWNSHIP OF MARSHALL	BOOK: 1088
CALHOUN COUNTY, MICHIGAN	BY: OLV

Patrick L. Hastings
PATRICK L. HASTINGS PS NO. 4001037277

STATE OF MICHIGAN
PATRICK L. HASTINGS
PROFESSIONAL SURVEYOR
No. 4001037277
LICENSED PROFESSIONAL SURVEYOR



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3-8

LEGAL DESCRIPTION - EXISTING

(Per Chicago Title Insurance Company, Commitment No. 131217107CML, Dated October 11, 2023 at 8:00 am)

Lot 33 in Burr Oak No. 1, according to the plat thereof recorded in Liber 7 of Plats on page 29, Calhoun County Records.

Also: The North 49 feet of Lot 34 of the plat of Burr Oak No. 1, according to the plat thereof recorded in Liber 7 of Plats, on page 29, Calhoun County Records.

Also: Beginning at a point 104.24 feet North and 33 feet West of the East 1/4 post, Section 28, Town 2 South, Range 6 West, County of Calhoun, State of Michigan; running thence North 88 degrees 20 minutes, West 225 feet; North 99 feet; East on a line parallel with the South line, 225 feet; South to the beginning. The land herein described being part of the plat of Burr Oak No. 1 as recorded in the office of the register of deeds, Calhoun County.

Also: Beginning at the East 1/4 post of Section 28, Town 2 South, Range 6 West, Calhoun County, Michigan, then North 88 degrees 20 minutes 00 seconds West 258.10 feet, then North 104.24 feet, then Easterly parallel with the South line 258.10 feet, South to the point of beginning.

WITNESSES

(G-9) NORTHEAST CORNER, SECTION 28, T2S, R6W, MARSHALL TOWNSHIP
(Found Monument Per L. 1893, P. 304)

NW corner Township Building	S 85° E	32.44'
SW corner Township Building	S 60° E	43.09'
Nail & Tag in 22" Maple	N 40° E	34.13'
Nail & Tag in 18" Maple	S 45° W	37.19'

(G-10) EAST 1/4 CORNER, SECTION 28, T2S, R6W, MARSHALL TOWNSHIP
(Found Monument Per L. 1893, P. 301)

SE corner of house	N 45° W	111.65'
Nail & Tag in Power Pole	N 20° E	47.62'
Nail & Tag in Power Pole	S 65° W	50.20'
Nail & Tag in 48" Maple	South	26.34'

(G-11) SOUTHEAST CORNER, SECTION 28, T2S, R6W, MARSHALL TOWNSHIP
(Found Monument Per L. 1893, P. 303)

Nail & Tag in 18" Cherry	S 60° W	24.60'
Nail & Tag in 10" Elm	N 80° W	44.35'
Railroad Rail Post	South	14.25'
Southj edge South South rail MCRR	North	87.56'

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL HEREON DESCRIBED ON DEC. 11, 2023 AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

CLIENT: MAEDA	DATE: 12/11/2023
JOB NO.: 22367	SHEET 3 OF 4
SECTION: 28 TOWN: 2S RANGE: 6W	SCALE: 1in. = N/A ft.
TOWNSHIP OF MARSHALL	BOOK: 1088
CALHOUN COUNTY, MICHIGAN	BY: OLW

Patrick L. Hastings
PATRICK L. HASTINGS PS NO. 4001037277



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3-9

LEGAL DESCRIPTION - PROPOSED

NEW TAX PARCEL 16-403-009-00

Commencing at the East 1/4 corner of Section 28, T2S, R6W, Marshall Township, Calhoun County, Michigan; thence N00°04'40"W 107.97 feet along the East line of said Section 28 and the centerline of 15 Mile Road (66 feet wide); thence S89°55'05"W 33.00 feet; thence N00°04'40"W 12.85 feet to the POINT OF BEGINNING;

thence S86°41'37"W 225.36 feet;
thence N00°04'40"W 221.84 feet along the West line of Burr Oak Number 1 as recorded in Liber 9, Page 29, Calhoun County Records;
thence N89°55'18"E 225.00 feet along the North line of Lot 33 of said Burr Oak Number 1;
thence S00°04'40"E 209.15 feet along the West right-of-way line of said 15 Mile Road to the

POINT OF BEGINNING. Being a part of the NE 1/4 of said Section 28, containing 1.11 acres of land, more or less. Being all of Lot 33 and Lot 34 and a part of Lot 35 of said Burr Oak Number 1. Also being subject to any easements and restrictions of record, if any.

NEW MAEDA PARCEL

BEGINNING at the East 1/4 corner of Section 28, T2S, R6W, Marshall Township, Calhoun County, Michigan;


thence N88°20'54"W 258.12 feet along the E-W 1/4 line of said Section 28 and the centerline of C Drive N (66 feet wide);
thence N00°04'40"W 100.34 feet along the West line of Burr Oak Number 1 as recorded in Liber 9, Page 29, Calhoun County Records;
thence N86°41'37"E 225.36 feet;
thence S00°04'40"E 12.85 feet along the West right-of-way line of 15 Mile Road (66 feet wide);
thence N89°55'05"E 33.00 feet;

thence S00°04'40"E 107.97 feet along said East line of Section 28 and the centerline of said 15 Mile Road to the POINT OF BEGINNING. Being a part of the NE 1/4 of said Section 28, containing 0.65 acres of land, more or less. Being subject to the rights of the public over the Easterly 33.00 feet thereof, as occupied by 15 Mile Road. and the Southerly 33.00 feet thereof, as occupied by C Drive N. Also being subject to any easements and restrictions of record, if any.

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL HEREON DESCRIBED ON DEC. 11, 2023 AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

CLIENT: MAEDA	DATE: 12/11/2023
JOB NO.: 22367	SHEET 4 OF 4
SECTION: 28 TOWN: 2S RANGE: 6W	SCALE: 1in. = N/A ft.
TOWNSHIP OF MARSHALL	BOOK: 1088
CALHOUN COUNTY, MICHIGAN	BY: OLW

Patrick L. Hastings
 PATRICK L. HASTINGS PS NO. 4001037277




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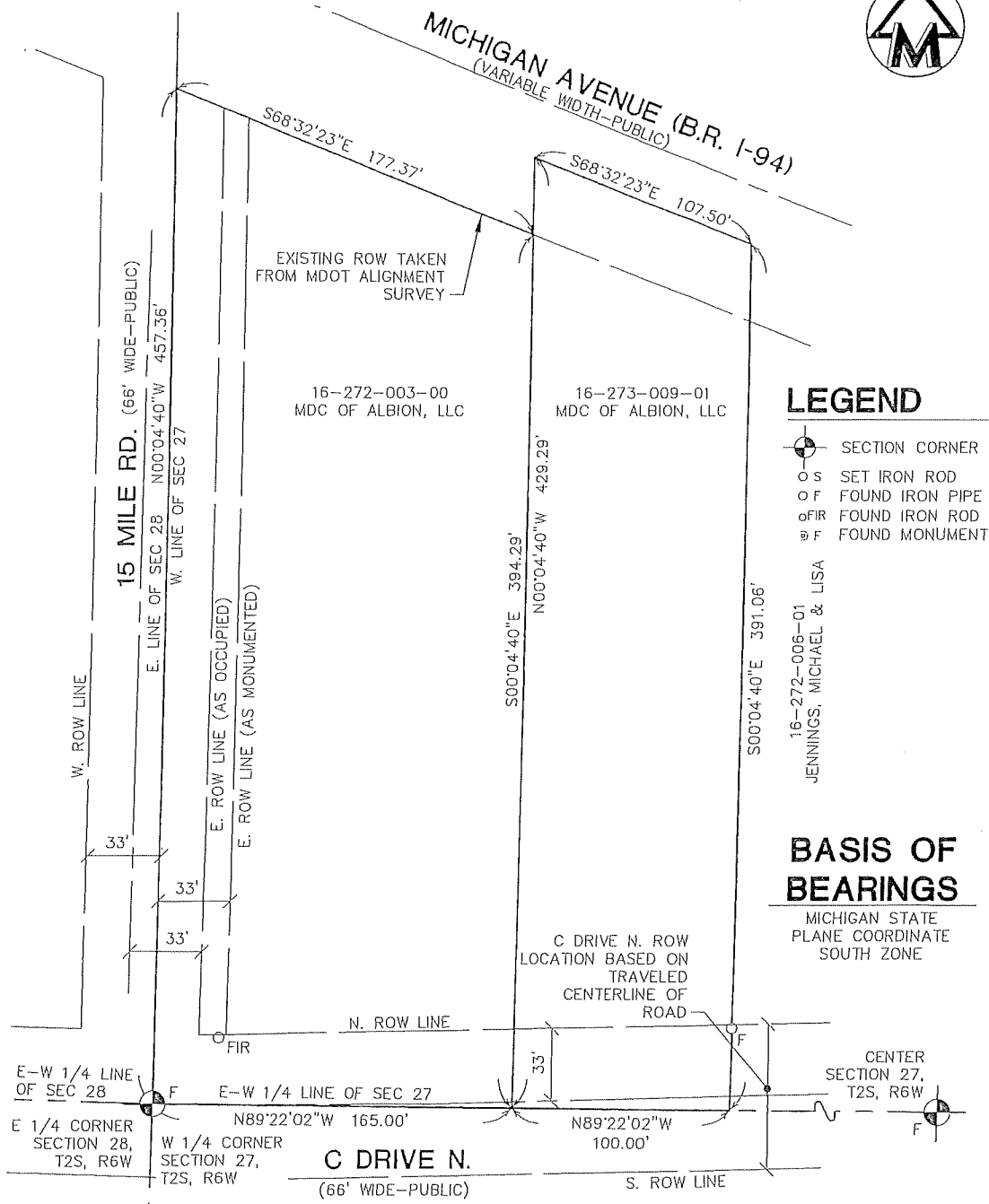
3-10

EXHIBIT B

3-11

CERTIFIED SURVEY

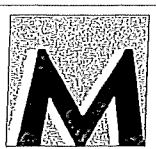
CERTIFIED SURVEY OF TWO (2) PARCELS OF LAND IN THE NW 1/4 OF SECTION 27, T2S, R6W, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN



I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL HEREON DESCRIBED ON DEC. 4, 2023 AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

CLIENT: MAEDA	DATE: 12/04/2023
JOB NO.: 22367	SHEET 1 OF 4
SECTION: 27 TOWN: 2S RANGE: 6W	SCALE: 1in. = 60 ft.
TOWNSHIP OF MARSHALL	BOOK: 1088
CALHOUN COUNTY, MICHIGAN	BY: OLW

Patrick L. Hastings
PATRICK L. HASTINGS PS NO. 4001037277

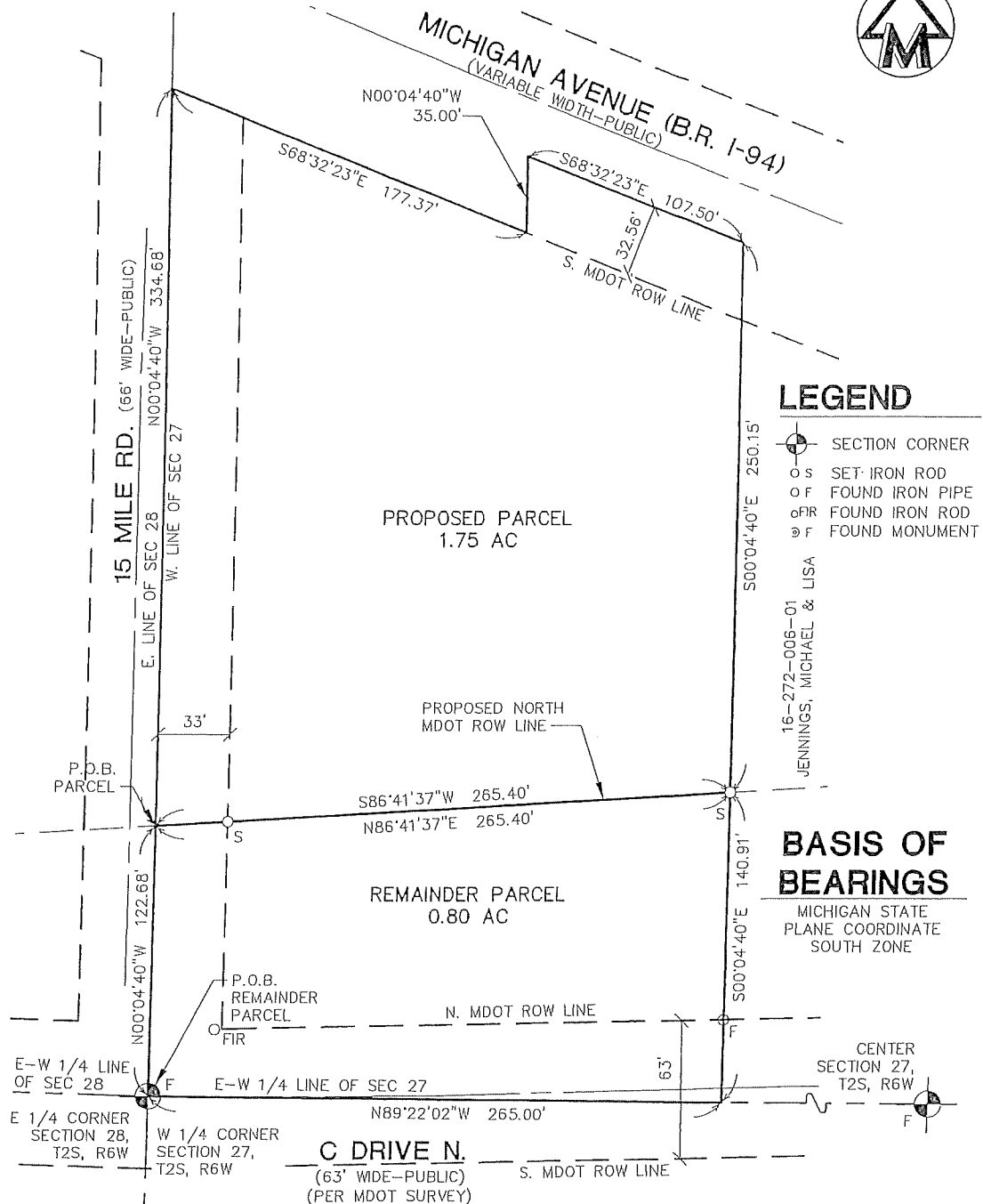


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3-12

PROPOSED PARCEL

CERTIFIED SURVEY OF TWO (2) PARCELS OF LAND IN THE NW 1/4 OF SECTION 27, T2S, R6W, MARSHALL TOWNSHIP, CALHOUN COUNTY, MICHIGAN



I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL HEREON DESCRIBED ON DEC. 4, 2023 AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

CLIENT: MAEDA	DATE: 12/04/2023
JOB NO.: 22367	SHEET 2 OF 4
SECTION: 27 TOWN: 2S RANGE: 6W	SCALE: 1in. = 60 ft.
TOWNSHIP OF MARSHALL	BOOK: 1088
CALHOUN COUNTY, MICHIGAN	BY: OLW

Patrick L. Hastings
PATRICK L. HASTINGS
P.S. NO. 4001037277



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Wireless Communications • Transportation • Landfill Services

3-13

LEGAL DESCRIPTION - EXISTING

(Per Chicago Title Insurance Company, Commitment No. 131204111CML, Dated April 28, 2023 at 8:00 am)

PARCEL 1:

The West 165 feet of the Southwest 1/4 of the Northwest 1/4 of Section 27, Town 2 South, Range 6 West, lying South of Old U.S. 12, except the North 35 feet.

13-16-272-003-00

PARCEL 2:

The East 100 feet of the West 265 feet of the Southwest 1/4 of the Northwest 1/4, Section 27, Town 2 South, Range 6 West, lying South of Old US-12 Northwesterly.

13-16-273-009-01

WITNESSES

(G-9) NORTHWEST CORNER, SECTION 27, T2S, R6W, MARSHALL TOWNSHIP
(Found Monument Per L. 1893, P. 304)

NW corner Township Building	S 85° E	32.44'
SW corner Township Building	S 60° E	43.09'
Nail & Tag in 22" Maple	N 40° E	34.13'
Nail & Tag in 18" Maple	S 45° W	37.19'



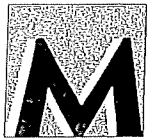
(G-10) WEST 1/4 CORNER, SECTION 27, T2S, R6W, MARSHALL TOWNSHIP
(Found Monument Per L. 1893, P. 301)

SE corner of house	N 45° W	111.65'
Nail & Tag in Power Pole	N 20° E	47.62'
Nail & Tag in Power Pole	S 65° W	50.20'
Nail & Tag in 48" Maple	South	26.34'

(G-11) SOUTHWEST CORNER, SECTION 27, T2S, R6W, MARSHALL TOWNSHIP
(Found Monument Per L. 1893, P. 303)

Nail & Tag in 18" Cherry	S 60° W	24.60'
Nail & Tag in 10" Elm	N 80° W	44.35'
Railroad Rail Post	South	14.25'
Southj edge South South rail MCRR	North	87.56'

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL HEREON DESCRIBED ON DEC. 4, 2023 AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

CLIENT: MAEDA	DATE: 12/04/2023	 PATRICK L. HASTINGS PS NO. 4001037277
JOB NO.: 22367	SHEET 3 OF 4	
SECTION: 27 TOWN: 2S RANGE: 6W	SCALE: 1in. = N/A ft.	
TOWNSHIP OF MARSHALL	BOOK: 1088	
CALHOUN COUNTY, MICHIGAN	BY: OLW	
 M I D W E S T E R N C O N S U L T I N G 3835 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services		

3-14

LEGAL DESCRIPTION - PROPOSED

PROPOSED PARCEL

Commencing at the West 1/4 corner of Section 27, T2S, R6W, Marshall Township, Calhoun County, Michigan; thence N00°04'40"W 122.68 feet along the West line of said Section 27 and the centerline of 15 Mile Rd, as monumented, to the POINT OF BEGINNING;
 thence continuing N00°04'40"W 334.68 feet along said West line of Section 27 and said centerline of 15 Mile Rd, as monumented;
 thence S68°32'23"E 177.37 feet along the Southerly right-of-way line of Michigan Avenue (Variable Width);
 thence N00°04'40"W 35.00 feet;
 thence S68°32'23"E 107.50 feet;
 thence S00°04'40"E 250.15 feet;
 thence S86°41'37"W 265.40 feet to the POINT OF BEGINNING. Being a part of the NW 1/4 of said Section 27, containing 1.75 acres of land, more or less. Being subject to the rights of the public over the Northerly 32.56 feet of the Easterly 100.00 feet thereof, as occupied by Michigan Avenue. Also being subject to any easements and restrictions of record, if any.

Part of Tax ID 16-272-003-00 and 16-273-009-01

REMAINDER PARCEL

BEGINNING at the West 1/4 corner of Section 27, T2S, R6W, Marshall Township, Calhoun County, Michigan;
 thence N00°04'40"W 122.68 feet along the West line of said Section 27 and the centerline of 15 Mile Rd, as monumented;
 thence N86°41'37"E 265.40 feet;
 thence S00°04'40"E 140.91 feet;
 thence N89°22'02"W 265.00 feet along the E-W 1/4 line of said Section 27 to the POINT OF BEGINNING. Being a part of the NW 1/4 of said Section 27, containing 0.80 acres of land, more or less. Being subject to the rights of the public over the Westerly 33.00 feet thereof, as occupied by 15 Mile Rd. and the Southerly variable width thereof, as occupied by C Drive N.. Also being subject to any easements and restrictions of record, if any.

Part of Tax ID 16-272-003-00 and 16-273-009-01

I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL HEREON DESCRIBED ON DEC. 4, 2023 AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED WITH.

CLIENT: MAEDA	DATE: 12/04/2023
JOB NO.: 22367	SHEET 4 OF 4
SECTION: 27 TOWN: 2S RANGE: 6W	SCALE: 1in. = N/A ft.
TOWNSHIP OF MARSHALL	BOOK: 1088
CALHOUN COUNTY, MICHIGAN	BY: OLW

Patrick L. Hastings
 PATRICK L. HASTINGS PS NO. 4001037277



M I D W E S T E R N

C O N S U L T I N G

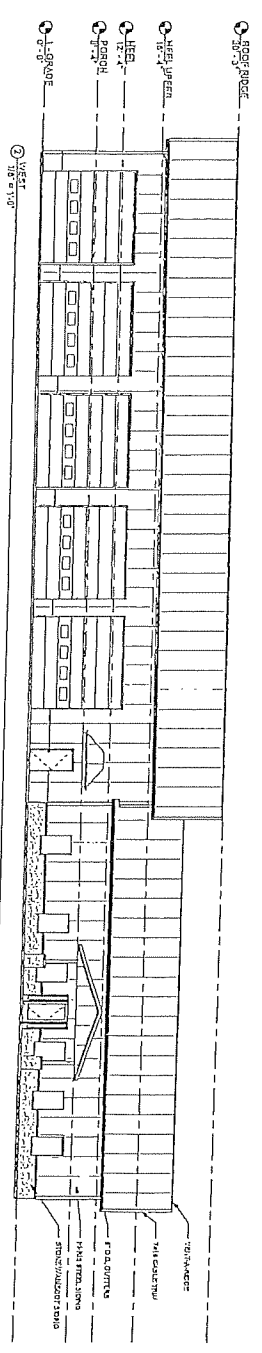
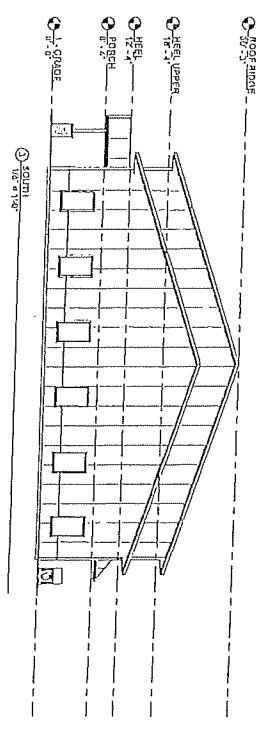
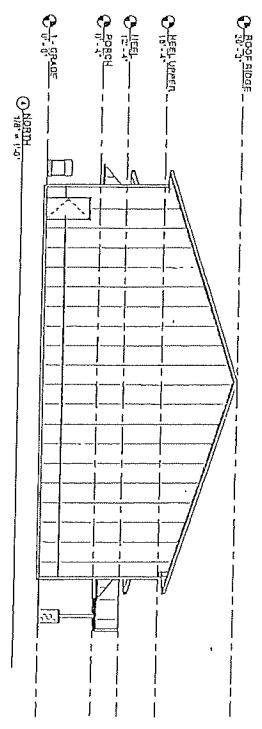
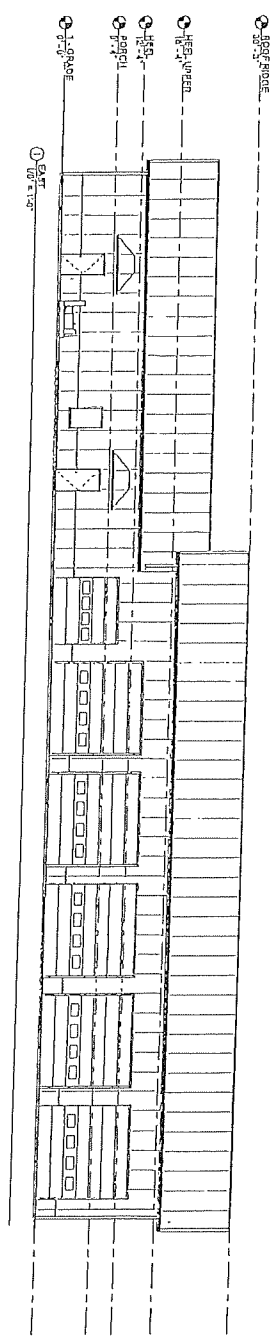
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 Land Development • Land Survey • Institutional • Municipal
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3-15

EXHIBIT C

3-25

EXHIBIT D



CONTRACT NO. _____
 PROJECT NO. _____
 SHEET NO. _____
 DATE _____
 DRAWN BY _____
 CHECKED BY _____
 APPROVED BY _____
 ALLIED DESIGN ARCHITECTURAL & ENGINEERING GROUP, P.C.

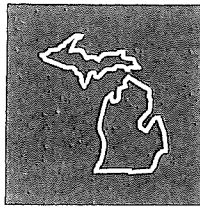
A3
 or
 A4

DATE	1/14/2022
DESIGNED BY	DN/MSH
DRAWN BY	DN/MSH
CHECKED BY	DN/MSH
APPROVED BY	DN/MSH
DATE	1/14/2022

MARSHALL TOWNSHIP FIRE DEPARTMENT

ALLIED DESIGN ARCHITECTURAL & ENGINEERING GROUP, P.C.
 505 E. FIVE OAKS PARKWAY, SUITE 110, WESTFIELD, IL 60093
 TEL: 630.271.1111 FAX: 630.271.1112

CONTRACT NO. _____
 PROJECT NO. _____
 SHEET NO. _____

**DTMB**

About MiDEAL

5-1

The MiDEAL Advantage

The MiDEAL Extended Purchasing Program provides opportunities for members to leverage the contracts established by the State of Michigan. The program is open to Michigan cities, townships, villages, counties, school districts, universities, community colleges and nonprofit hospitals. Watch a video about the MiDEAL Program on our [YouTube Channel](#).

Benefits to members

Best Value Purchasing Process:

The State evaluates a vendor's experience, qualifications, service and delivery, ensuring a fair price and high-quality contract.

Time and Money Savings:

Members save on the duplication of administrative costs and the time needed to find the right contract.

Extensive Portfolio:

Members have access to approximately 500 competitively bid State of Michigan contracts.

Support for Michigan Businesses:

Michigan businesses hold the majority of the State's contracts.

All Departments Benefit:

Staff in all departments of an organization may participate in the program once the membership is activated.

Direct Vendor Contact:

Members work directly with the vendor to secure the goods and services.

5-2

Join the MiDEAL Program and Start Saving

Send the following information to MiDEAL@michigan.gov to apply for membership: organization name, contact name, mailing address, contact phone number, and email address. After applying, the MiDEAL staff will send a welcome packet, member invoice and a one-page member agreement. Contact Mary Hanses with questions at 517.388.4558.

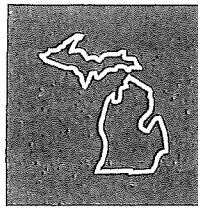
Membership Fees

Membership is available for a nominal annual fee. [Learn more about the fees](#)



About MiDEAL

Copyright State of Michigan



5-3

DTMB

Services for Local Governments

Services for State and Local Governments

A variety of services are available to government agencies to assist with the effective and efficient management of records.

Disposition of Public Records

How to dispose of public records that have fulfilled their retention period.

Document Imaging Services

Information about document imaging services that are available to Michigan government agencies.

Also
Audio Video
Systems

Preservation of Historical Records

5-41

Please visit the website for the [Archives of Michigan](#) for information about their services.

Microfilming Services

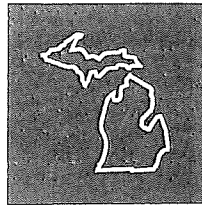
Information about microfilming services that are available to Michigan government agencies.



Services for Local Governments

Copyright State of Michigan

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DTMB

Membership Fees

The current fee structure is a ^{*} flat rate annual fee ^{*} ranging from \$180 to \$510, depending on population or organization type. The membership period for non-educational institutions is based on a calendar year (January-December), and the membership period for educational institutions is based an academic year (July-June).

Contact us with questions at MiDEAL@michigan.gov or by phone at 517-388-4558. Once your organization receives an invoice from the MiDEAL staff, payment can be made online at this site: <http://www.thepayplace.com/mi/dtmb/mideal>

MiDEAL Annual Fees

Organization Type	Fee
Cities, Townships, Villages & Counties, population 1-10,000	\$180
Cities, Townships, Villages & Counties, population 10,001-50,000	\$230
Cities, Townships, Villages & Counties, population 50,001-100,000	\$270
Cities, Townships, Villages & Counties, population 100,001-150,000	\$360
Cities, Townships, Villages & Counties, population 150,001-200,000	\$435
Cities, Townships, Villages & Counties, population 200,001 and above	\$510
Colleges and Universities	\$270



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School Districts	\$180
Non-profit Hospitals	\$180
Other	\$180

MiDEAL is funded through member fees, and in some cases through contract administration fees. Membership fees cover operating costs, staff time, web management, etc.



Membership Fees

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