

MARSHALL TOWNSHIP REGULAR BOARD MEETING
February 20, 2024, 7 P.M.
Proposed Agenda

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL

MOTION TO APPROVE AGENDA and voice vote.

REPORTS: 1) Permits Issued 2) Planning & Zoning Annual Report 2023 3) Fire Chief 3) Treasurer

COMMUNICATIONS:

- 1) Board of Review March Meetings Notice from Assessor (place on file)
- 2) Early Voting Starts 2-17 for 2-27-24 Presidential Primary Election Notice (place on file)

PUBLIC COMMENT ON LISTED AGENDA ITEMS

MOTION TO APPROVE FOLLOWING AGENDA ITEMS:

OLD BUSINESS

- 1) Minutes of January 16, 2024, Regular Meeting (attached)
- 2) Tabled items from 1-16-24 meeting to remain tabled until 3-18-24 Meeting:
 - a. Approve Development Agreement for relocation of Station 1 Fire Station as recommended by Township Attorney.
 - b. Approve designating 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.

NEW BUSINESS

- 1) Bill list total of \$ 276,081.44 (attached)
- 2) Compensation resolution for office of Supervisor effective 4-1-24 (attached).
- 3) Compensation resolution for office of Clerk effective 4-1-24 (attached).
- 4) Compensation resolution for office of Treasurer effective 4-1-24 (attached).
- 5) Compensation resolution for office of Trustee effective 4-1-24 (attached).
- 6) Calhoun County Parks Millage 2023 Allocation Report and 2024 Allocation Request (attached).
- 7) Any other matters that may be properly brought before the Board.

DISCUSSION OF AGENDA ITEMS BY BOARD MEMBERS AND ROLL CALL VOTE

PUBLIC COMMENTS

BOARD MEMBER COMMENTS

ADJOURNMENT Next regular meeting scheduled for, March 18, 2024, 7 p.m.

All documents are available on the website: www.marshalltownship.org with this proposed agenda and for inspection at the township offices.

Monthly Permit List

02/05/2024

Building

Permit #	Contractor	Job Address	Fee Total	Const. Value
P24B0001	FISH BRIAN & KINBERLY, TRU	15515 A N DR	\$175.00	\$0
Work Description: BATH REMODEL				
P24B0002	GRAVES ROGER A JR & DESIR	13555 J N DR	\$125.00	\$0
Work Description: NEW FENCE				

Total Permits For Type:	2
Total Fees For Type:	\$300.00
Total Const. Value For Type:	\$0

Electrical

Permit #	Contractor	Job Address	Fee Total	Const. Value
P24E0001	ROGERS JEAN P	17191 16 MILE RD	\$130.00	\$0
Work Description: UPDATE SERVICE FOR MEC				
P24E0002	THE WESLEYN CHURCH	15510 A N DR	\$275.00	\$0
Work Description: PORTABLE BUILDING				
P24E0003	JOHNSTON KYLEE	16487 18 MILE RD	\$125.00	\$0
Work Description: SWAP PANEL				
P24E0004	HAGAMAN DEREK	17651 14 MILE RD	\$345.00	\$0
Work Description: NEW BUILD				

Total Permits For Type:	4
Total Fees For Type:	\$875.00
Total Const. Value For Type:	\$0

Mechanical

Permit #	Contractor	Job Address	Fee Total	Const. Value
P24M0001	CHARBONNEAU BRIAN AND S	16745 18 MILE RD	\$151.00	\$0
Work Description: GAS/OIL EQUIP. AND HUMIDIFIER				
P24M0002	LAPP ANDREW JR TRUST	12247 14 MILE RD	\$100.00	\$0
Work Description: GAS/OIL EQUIP				

P24M0003	REID CATHERINE	17707 OLD US 27 N	\$230.00	\$0
Work Description: RES HEATING, WATER HEATER, HEAT PUMP				
P24M0004	KIDDER BRENDA TRUST	15390 J N DR	\$181.00	\$0
Work Description: GAS/OIL EQUIP, A/C, HUMIDIFIER				
P24M0005	HAGAMAN DEREK	17651 14 MILE RD	\$225.00	\$0
Work Description: NEW HOME				
P24M0006	ZAYED FARID	91 COUNTRY HLS	\$150.00	\$0
Work Description: GAS/OIL EQUIP, WATER HEATER				

Total Permits For Type: 6
Total Fees For Type: \$1,037.00
Total Const. Value For Type: \$0

Plumbing

Permit #	Contractor	Job Address	Fee Total	Const. Value
P24P0001	FISH BRIAN & KINBERLY, TRU	15515 A N DR	\$155.00	\$0
Work Description: BATH REMODEL				
P24P0002	WILLAMS JESSE	12538 15 1/2 MILE RD	\$278.00	\$0
Work Description: NEW BUILD				

Total Permits For Type: 2
Total Fees For Type: \$433.00
Total Const. Value For Type: \$0

Report Summary

Population: All Records
Permit.DateIssued Between
1/1/2024 12:00:00 AM AND
1/31/2024 11:59:59 PM

Grand Total Fees: \$2,645.00
Grand Total Permits: 14
Grand Total Const. Value: \$0

MARSHALL TOWNSHIP
13551 Myron Avery Drive
Marshall, MI 49068
(269)781-7976 Fax (269)781-4403
Hours: Monday ~ Wednesday 9 AM to 3:30 PM

Board report for 2023.

Review for the Planning Commission and the Zoning Board of Appeals

Attached is the 2023 year in review for the Planning Commission. The Planning Commission 2023 had another active year. On the other hand, the Zoning Board of Appeals only heard one appeal for a rear yard setback, and it was approved.

The Planning Commission (PC) has felt pressure to update the Master Plan. I have reminded the PC that the document should be reviewed periodically. The Implementation- Work Plan (attached) has several short-term goals. Within them, the Township is working on a Wellhead protection plan and updating the zoning maps. I have cautioned them about taking on too many things at one time and the costs to the Township.

I will prepare two zoning changes this year for the Planning Commission. The Zoning Board of Appeals and the Township Board have asked for this to be done. The changes will include private driveways/roads and essential services. These changes, in my opinion, would take priority over any additional projects in the Master Plan.

The Planning Commission worked through the process of a Commercial Solar Project. In 2023, they looked at a possible revocation of the project due to flooding issues, which have been resolved. The project is near completion, and the Certificate of Occupancy will soon be issued. There will still be planting that will take place in 2024, and there will be a review of the planting during the warranty period to make sure that all planting is rooted and growing. If there is a deficiency, those plantings will have to be replaced.

Public Hearing, Special Land Use for Kalamazoo River Community Recreation Foundation (KRCRF), the property owner is requesting a special land use for the property commonly known as 116 Marshall St, Ceresco, MI, 49033, MI 49068 16-306-012-03, known as Ceresco Green. The applicant is requesting to be allowed by the KRCRF to construct a seasonal restroom. in Table 3.2 Schedule of Uses: Agricultural and Residential Districts, Parks, playgrounds, and Outdoor Recreation Areas in the Township Ordinance. It was approved, and construction has started.

Work has also been done with the Marshall Area Economic Development Alliance (MAEDA) on the proposed fire station and for some property easement on Michigan Avenue for utilities, which is ongoing.

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Hours: Monday ~ Wednesday 9 AM to 3:30 PM

The site plan was approved for Blue Oval, and the Township did advocate for the residents in Squaw Creek for additional screening (planting), Photometrics of the cast-off lighting, and also ensuring that the exit on 13 Mile Road would only be used in case of emergency.

Public Hearing for Review and possible revocation of a Conditional Use Permit (CUP) for DAVID'S BROWN AUTO COLLISION 13333 15 MILE RD., MARSHALL, MI 49068 16-272-015-00 as defined in Section 13-7 of the Township Ordinance. Upon motion by Johnson, supported by Gresly, and 5-0 vote, the Planning Commission continued the public hearing to a date certain of January 24, 2024, at 7:00 p.m. at the Marshall Township Hall, 13551 Myron Avery Drive, Marshall, MI 49068 for further consideration and review. At the special meeting, the Planning Commission voted to stop the revocation and would allow Mr. Brown to submit a new site plan.

The Planning Commission continues working on a new set of by-laws, which have been sent to the Attorney for review. Once the attorney reviews them and the PC approves them, they will be sent to the board for final approval.

We have discussed Public Act 233 of 2023. Takes effect Nov. 29, 2024. The measure strips true local authority over these facilities, shifting it to the Michigan Public Service Commission (MPSC). Many of the PC Members have listened to the seminar on this topic. Presented by our Attorney firm. I have contacted the county on a coronation of efforts to develop a Compatible Renewable Energy Ordinance (CREO). There is a discussion of getting this on the November ballot; the initiative would restore this critical zoning authority to Michigan's communities for how they plan for clean energy. Because of the law's effective date, we must be prepared if it takes effect and if those efforts fail. The Township has a main transmission line running through it, and companies are looking at ways to plug in.

Code Enforcement

2023 was again a very challenging year because of the work in the Zoning Department.

In 2022, 40 code enforcement issues were opened.

In 2023, 53 code enforcement issues were opened.

Calls to the Township generated a majority of the issues. While investigating the caller's concern, other issues were found. The largest issues are parking and motor vehicles being inoperable.

There are residential properties that are still works in progress. I would be more than willing to discuss them with you if you have questions.

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Permits

In 2023, the Township issued 206 permits for Building, Mechanical, Electrical, and Plumbing. Which is an increase from 2022. As Blue Oval develops, I feel that the Township will have housing growth take place in undeveloped areas. I feel that there could be pressure from outside developers who want to create multi-family developments. These developments will not be possible without utilities and could increase the request for 425 applications.

In 2023, the goal is to improve the permit system by ensuring that all issued permits have all the correct data on their permits. To help confirm that, a manual will be written. Permits are valid for six months from the date that they are issued. To keep a permit open for the past six months, an inspection must take place to ensure progress on the permit. This was a goal for last year; Carl and I have been working on these to get this going this year.

In conclusion, in 2023, the Planning Commission had some very tough choices and felt great public pressure. I can see the same in 2024, with continued adversity. The Planning Commission in 2024 needs to stay on the task of following the Zoning Ordinance and Master Plan; the process will be smoother and prevent litigation.

Best Regards,

Paul Anderson

Paul Anderson
Township Zoning Administrator



13551 Myron Avery Drive

Marshall, MI 49068

(269)781-7976 Fax (269)781-4403

Hours: Monday ~ Wednesday, 9 AM to 3:30 PM

2023 Review Planning Commission

January 2023

Election of Officers

Update on Revised New Horizon Compost Site Plan, Administratively Approved

Meeting Dates, 2022 Review

Review of the Zoning Ordinance regarding ground mount solar in a residential area. Review on ground mount solar, it was presented to the Planning Commission that all ground mount solar in the residential area required a Special Land Use at the cost of \$475 for the residents. There was a discussion of allowing for administrative approval of some ground mount solar. The consensus of the Planning Commissioners to allow for administrative approval would be inconsistent with the Zoning Ordinance and disagree with allowing administrative approval.

February 2023- Meeting Cancelled

March 2023- Meeting Cancelled

April 2023 - Public Hearing, Special Land Use for Clifton Conklin, the property owner, is requesting a special land use for the property commonly known as 16188 Old US 27 N, Marshall, MI 49068 16-121-006-05. The applicant is National Solar Service. They are requesting to be allowed to have a ground-mount solar energy collector as defined in Section 8-31 in the Township Ordinance. Aye: Commissioners Lyng, Boshears, Egnatuk, Gresly, and Lindsey, Opposed none. Excused: Commissioners Hoffman, and Johnson

May 2023- Meeting Cancelled

June 2023- Meeting Cancelled

July 2023 - Public Hearing, Special Land Use for Ann Branham, the property owner, is requesting a special land use for the property commonly known as 13843 W. Michigan Ave, Marshall, MI 49068 16-201-033-01. The applicant is Climax Solar. They are requesting to be allowed to have a ground-mount solar energy collector as defined in Section 8-31 in the Township Ordinance. Aye: Commissioners Lyng, Johnson, Egnatuk, Boshears, Hoffman, Gresly, and Lindsey, Opposed none.

August 2023 - Public Hearing, Special Land Use for Kalamazoo River Community Recreation Foundation, the property owner is requesting a special land use for the property commonly known as 116 Marshall St, Ceresco, MI, 49033, MI 49068 16-306-012-03, known as Ceresco



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Marshall, MI 49068

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Hours: Monday ~ Wednesday, 9 AM to 3:30 PM

Green. The applicant is requesting to be allowed the KRCRF proposes to construct a seasonal restroom. in Table 3.2 Schedule of Uses: Agricultural and Residential Districts, Parks, playgrounds, and outdoor recreation areas in the Township Ordinance. Aye: Commissioners Lyng, Boshears, Hoffman, Gresly, and Egnatuk, Opposed Johnson note that the recommended stipulation was not in the motion.

September 2023 - Public Hearing for Review and possible revocation of a Conditional Use Permit (CUP) for DAVID'S BROWN AUTO COLLISION 13333 15 MILE RD., MARSHALL, MI 49068 16-272-015-00 as defined in Section 13-7 of the Township Ordinance. Upon motion by Johnson, supported by Gresly, and 5-0 vote, the Planning Commission continued the public hearing to a date certain of January 24, 2024, at 7:00 p.m. at the Marshall Township Hall, 13551 Myron Avery Drive, Marshall, MI 49068 for further consideration and review.

October 2023 - Public Hearing, Zoning Map Amendment, Dick Sweet, the property owner, is requesting a zoning map change for the property commonly known as 16-140-003-02, Vacant Land on G Drive with a cross street of Old 27 North, Marshall, MI 49068. The applicant requests that the zoning currently Agricultural / Rural Residential be changed to Highway Service Commercial. It was moved by Commissioner Lindsey and seconded by Boshers to postpone the special land use until the November 7, 2023, meeting. Aye: Commissioners Lindsey, Johnson, Boshears, and Lyng Opposed none. Excused: Hoffman, Egnatuk Absent: Gresly
APPLICATION WAS WITHDRAWN AFTER THE MEETING

November Special Meeting Cancelled - Public Hearing: Suspension of the special land use Cereal City Solar, LLC in Section 13-7 in the Township Ordinance. To review the violation of the Marshall Township Zoning Ordinance Section 12-9 Standards of Approval, G. Stormwater.
THE VIOLATION WAS CORRECTED

November 2023- Meeting Cancelled

December 2023- Marshall Township PC Bylaws Proposed and Approval. Commission Johnson moved not to approve the presented bylaws, which Boshers seconded. Continue to reviews. Master Plan Discussion. There was a discussion of working on the work plan and addressing a section at a time, putting it on the agenda, starting with chapter two.

CHAPTER SEVEN: IMPLEMENTATION- WORK PLAN

Type: Policy, Program, Zoning Change or Ordinance, Capital Improvement Project, Partnership.

Priority: High, Medium, Low.

Timing: Short-Term of 1-2 years; Mid-Term of 3-5 years; and Long-Term of 6+ Years.

Responsibility: Staff, Planning Commission, Township Board, Consultant, Civic Group, Business Community, School System, Library, City of Marshall, County, Other.

Implementation Table				
Action	Type	Priority	Timeframe	Responsible Party
CHAPTER TWO: NATURAL RESOURCES, RURAL CHARACTER, AND RECREATION				
1. Assess and implement zoning options to protect surface water features, groundwater, and wetland resources, such as undisturbed buffers and wellhead protection strategies, as appropriate.	Zoning Change or Ordinance I am currently on the WHPP Committee. The Planning Commission is aware of that. The other items would have to be referred to the Board as we would have to hire a consultant.	High	Short-Term	Staff, Planning Commission, Township Board, Consultant
2. Assess and implement zoning options to protect farmland and rural character, as appropriate.	Zoning Change or Ordinance The future land map does this? All other measures would have to come from the land owner. https://www.michigan.gov/	High	Short-Term	Staff, Planning Commission, Township Board, Consultant
CHAPTER THREE: HOUSING AND NEIGHBORHOODS				
3. Initiate or support the up-zoning of certain established residential areas to denser zoning districts to better reflect current lot sizes and dimensions.	Zoning Change or Ordinance	Medium	Mid-Term	Staff, Planning Commission, Township Board, Consultant
4. Assess the appropriateness of current residential zoning requirements and adjust as necessary to avoid common variance requests.	Zoning Change or Ordinance	Medium	Mid-Term	Staff, Planning Commission, Township Board, Consultant
5. Assess and implement zoning options for the connectivity of roads, pathways, and sidewalks.	Zoning Change or Ordinance	Low	Long-Term	Staff, Planning Commission, Township Board, Consultant

6. Formalize current code enforcement practices and formalize a policy that prioritizes education and outreach to encourage property and housing maintenance ahead of penalties.	Policy, Program	High	Short-Term	Staff, Township Board
CHAPTER FOUR: ECONOMIC DEVELOPMENT				
7. Assess zoning regulations as they relate to the support of small businesses outside of the Megasite area and adjust as necessary.	Zoning Change or Ordinance	Low	Long-Term	Staff, Planning Commission, Township Board, Consultant
CHAPTER FIVE: PUBLIC SERVICES, COMMUNITY FACILITIES, AND ENERGY				
8. Identify and assess road funding options in collaboration with the CCRD.	Program, Partnership	High This is at the Township Board Level.	Short-Term	Staff, Township Board, CCRD, MDOT, County Commission
9. Identify funding sources and partnerships to expand broadband access throughout the Township.	Program, Partnership	High This is at the Township Board Level.	Short-Term	Staff, Township Board, County Commission
CHAPTER SIX: LAND USE				
10. Update Zoning Map to reflect new Zoning District titles and designations.	Zoning Change or Ordinance	High In Process of updating	Short-Term	Staff, Planning Commission, Township Board, Consultant
11. Create a mixed-use zoning district for the Michigan Avenue East Corridor.	Zoning Change or Ordinance	High	Mid-Term	Staff, Planning Commission, Township Board, Consultant
12. Delete the Agricultural Business (AB) Zoning District.	Zoning Change or Ordinance	High	Short-Term	Staff, Planning Commission, Township Board, Consultant
13. Delete the Community Service Commercial (CS) zoning district.	Zoning Change or Ordinance	High This process would again need to go to the board, as it would have to go to a consultant for	Short-Term	Staff, Planning Commission, Township Board, Consultant

recommendations of where AB and CS goes.

MARSHALL TOWNSHIP TREASURER'S REPORT
As of January 31, 2024

Deposit Balances

Southern Michigan Bank & Trust....	\$ 1,890,857.84
Marshall Community Credit Union...	69.25 (12/31/23)
KCCU.....	1,027.63(12/31/23)
Riley Wealth Management	2,193.19
Total.....	\$ 1,894,147.91

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.....	445,008.90 (03/27/24 – 5.150%)
Blue Ox Credit Union.....	250,000.00 (07/19/24 – 5.50%)
Total.....	\$1,079,894.30
GRAND TOTAL.....	\$ 2,974,042.21*

December 31, 2023 Ending 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

*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

MARSHALL TOWNSHIP
MARCH BOARD OF REVIEW MEETINGS

The Organizational meeting of the Marshall Township March Board of Review will be on Tuesday, March 7th, 2024, at 1:00 p.m.

The tentative ratios:

Ag.	47.69
Com.	48.43
Ind.	47.28
Res.	45.57

The first meeting to protest to the Board of Review will be on Monday, March 13th, 2024 - starting at 1:30 p.m. until 4:30 p.m., and resuming at 6 p.m. until 9 p.m.

The second, and last meeting will be on Tuesday, March 14th, 2024, starting at 9 a.m. until Noon and resuming at 1:30 p.m. until 4:30 p.m. at which time we will conclude our meetings.

All meetings are held at the Marshall Township Offices, 13551 Myron Avery Drive, Marshall, MI 49068.

Dan Slone,
Marshall Township Assessor

EARLY VOTING STARTS FEBRUARY 17TH!!!

Early voting starts Saturday, February 17th, from 9 a.m. until 5 p.m. at the Calhoun County Building for Marshall Township voters for the Presidential Preference Primary Election. You should have a government issued ID such as a drivers' license, state ID card, passport, or student ID with you. Early voting continues daily through Sunday February 25th. Election Day is Tuesday, February 27th from 7 a.m. until 8 p.m. For further information go to the County website at: https://calhouncountymi.gov/departments/clerk_and_register_of_deeds/vote_early.php

Proposed 1-22-24

Approved _____

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

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

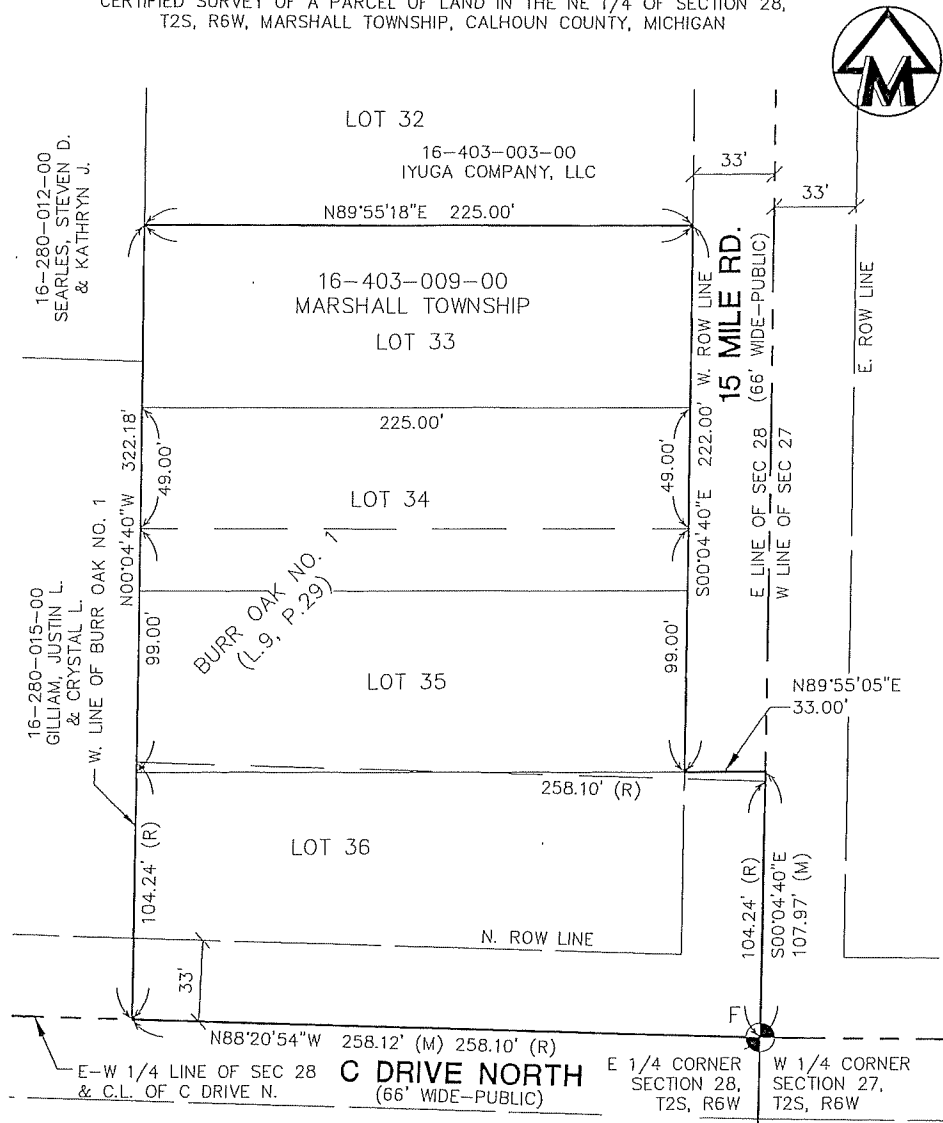
3-5

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
- OS SET IRON ROD
- OF FOUND IRON PIPE
- oFIR FOUND IRON ROD
- MF 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: OLW



MIDWESTERN

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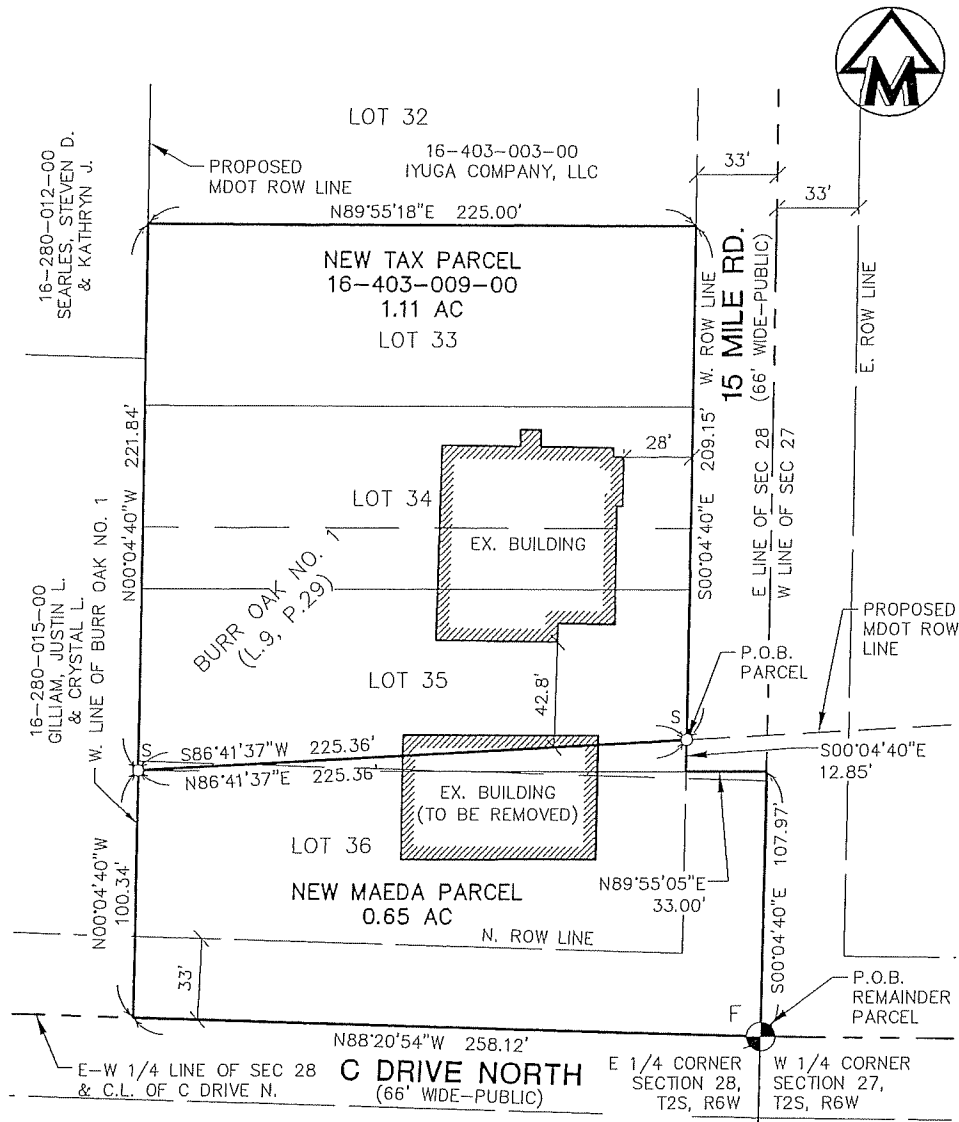
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Patrick L. Hastings
PATRICK L. HASTINGS V PS NO. 4001037277

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

PROPOSED PARCELS

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: OLW



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PATRICK L. HASTINGS PS NO. 4001037277



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'
South edge South South rail MCRR	North	87.56'

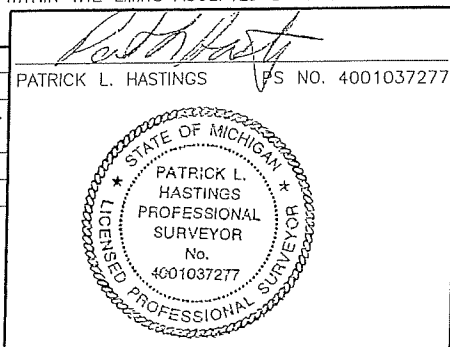
I HEREBY CERTIFY THAT I HAVE SURVEYED AND MAPPED THE ABOVE PARCEL HEREON DESCRIBED ON DEC. 11, 2023 AND THAT THE RELATIVE POSITIONAL PRECISION OF EACH CORNER IS WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING AND THAT ALL REQUIREMENTS OF P.A. 132 1970, AS AMENDED, HAVE BEEN COMPLIED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



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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



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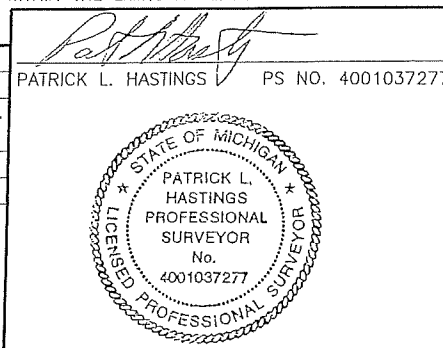
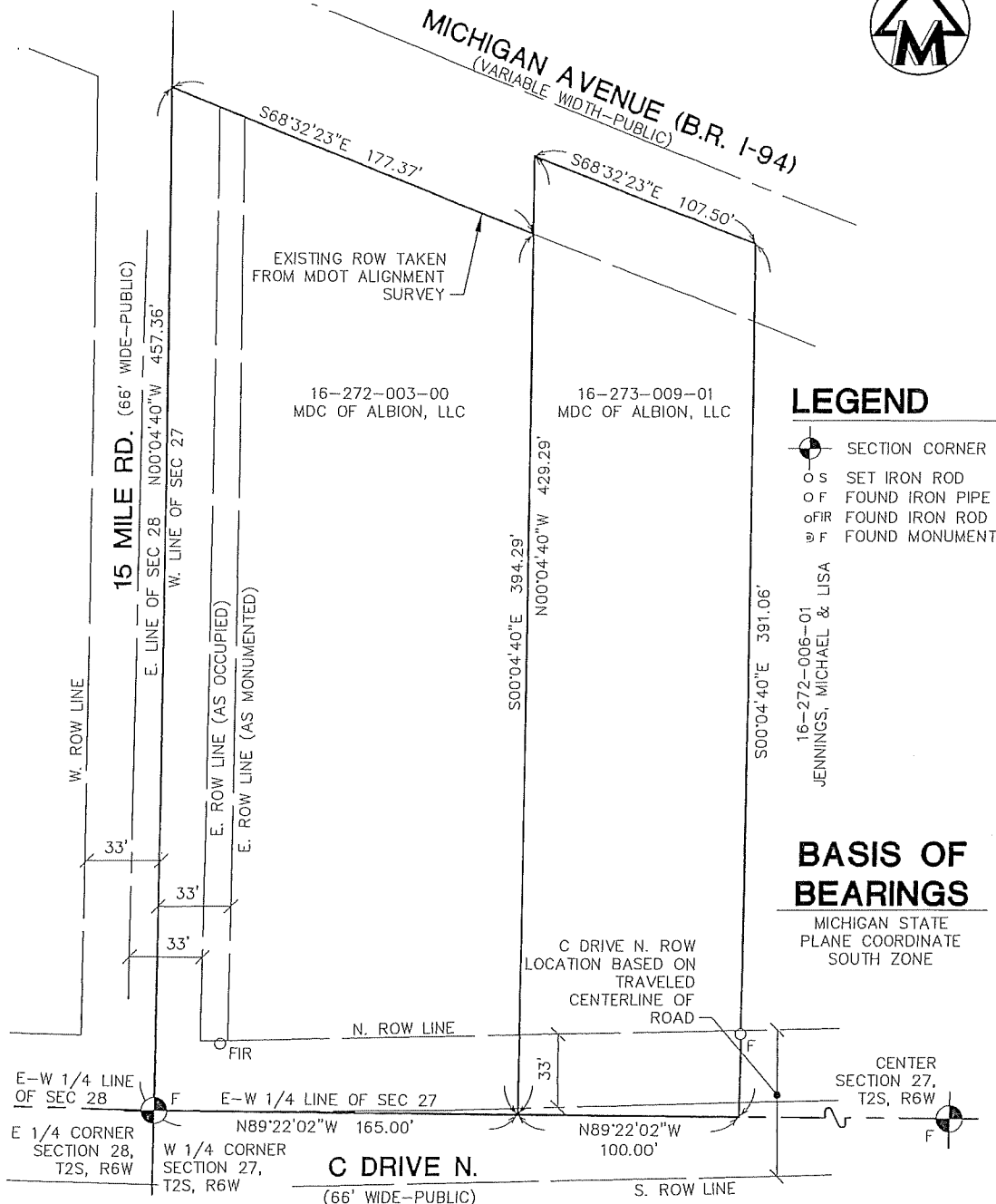


EXHIBIT B

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



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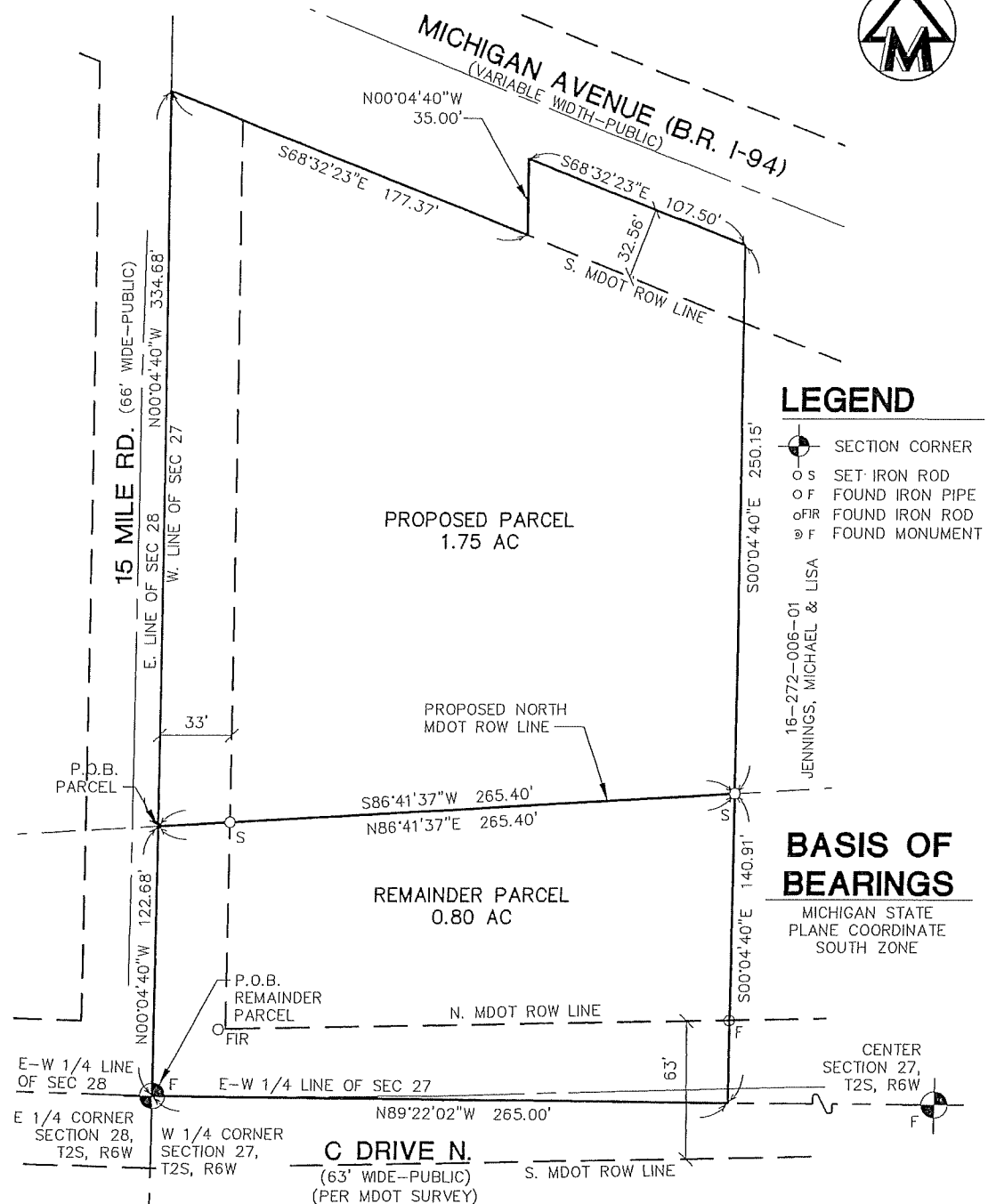
Patrick L. Hastings
PATRICK L. HASTINGS PS NO. 4001037277

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

3-12

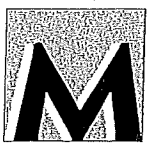
PROPOSED PARCEL

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



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

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

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'
South 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.

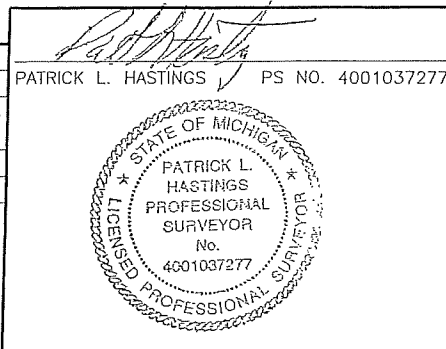
CLIENT: MAEDA	DATE: 12/04/2023
JOB NO.: 22367	SHEET 3 OF 4
SECTION: 27 TOWN: 2S RANGE: 6W	SCALE: 1in. = N/A ft.
TOWNSHIP OF MARSHALL	BOOK: 1088
CALHOUN COUNTY, MICHIGAN	BY: OLW



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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.

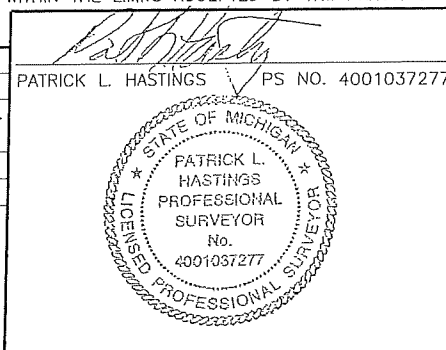
CLIENT: MAEDA	DATE: 12/04/2023
JOB NO.: 22367	SHEET 4 OF 4
SECTION: 27 TOWN: 2S RANGE: 6W	SCALE: 1in. = N/A ft.
TOWNSHIP OF MARSHALL	BOOK: 1088
CALHOUN COUNTY, MICHIGAN	BY: OLW



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



3-15

EXHIBIT C

UTILITY COMPANIES

THE VARIATIONS OF ELEVATIONS OF DRAINING UNCONFINED UTILITIES AS DETERMINED BY DRAWING ARE QUANTITATIVELY, FOR COMPARED TO OTHER INFORMATION INPUT AS TO THE CONVECTORS OR ACCURACY THEREOF, THE INFORMATION SHALL BE EXCLUSIVELY POTENTIAL FOR DETERMINING THE QUANTITY, LOCATION AND ELEVATION PRIOR TO THE START OF CONSTRUCTION.



Orientation	Scale
-------------	-------

Project
MARSHAL TOWNSHIP
FIRE STATION NO. 1

LAND SITUATED IN THE STATE OF MICHIGAN, COUNTY OF CALHOUN, TOWNSHIP OF MARSHALL

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.

MR. JAMES DURIAN
CEO
MARSHALL AREA ECO
323 WEST MICHIGAN
MARSHALL, MICHIGAN

SME
43980 PLYMOUTH OAKS BLVD.
PLYMOUTH, MI 48170

CONTACT: MR. JEFFREY S. EVANS, PS
PH: 734.454.9900

**ALLIED DESIGN ARCHITECTURAL &
ENGINEERING GROUP, P.C.**
100 S. PERSHING P.O. BOX 110
MORTON, IL 61550

CONTACT: MR. MARK BRININGER
SALES CONSULTANT

SMIE
3301 TECH CIR
KALAMAZOO, MI 49008

CONTACT: MR. AARON REED
269-323-3555
WWW.SMO-USA.COM

SME PROJECT NO. 094551.00

SHEET No.	SHEET TITLE
-----------	-------------

C-100	COVER SHEET
C-101	GENERAL PROJECT NOTES
C-200	EXISTING SITE CONDITIONS
C-300	SESC AND SITE PREPARATION PLAN
C-400	REMOVAL PLAN
C-500	SITE LAYOUT PLAN
C-600	INSTALLATION, PAVING AND GRADING DETAILS
D-101	CITY/COUNTY DETAILS



Know what's below.
Call before you dig.

PRELIMINARY - NOT
FOR CONSTRUCTION

[illegible]

LOCATION MAP
NOT TO SCALE

COUNTY MAP
NOT TO SCALE

OVERALL SITE PLAN
NOT TO SCALE

CONSTRUCTION SITE SAFETY IS THE RESPONSIBILITY OF THE CONTRACTOR, HOWEVER THE OWNER FOR THE ENGINEER SHALL BE EXPECTED TO ASSUME RESPONSIBILITY FOR THE DESIGN OF THE WORK, OF TENDERS ENGAGED IN THE WORK, OF NEARBY STRUCTURES, AND OF OTHER PERSONS.

THE SAFETY OF THE CONSTRUCTION, MAINTENANCE AND REPAIR OF THE BRIDGE SHALL BE THE RESPONSIBILITY OF THE AGENCY OF RECORDS DISCLOSED IN THE NAME OF NEARBY STRUCTURES, NOT OF OTHERS.

Call before you dig.





Scale

Project
MARSHAL TOWNSHIP
FIRE STATION NO. 1

Project Location
13550 15 MILE RD
MARSHALL, MI 49068

Engineer's Seal

**PRELIMINARY - NOT
FOR CONSTRUCTION**

Revision	By	Date
1	J. GRAVES	12/15/2023
2	J. GRAVES	09/25/2024

Date
12/15/2023

SME Project No.
094551.00

Project Name
J. GRAVES

Designer
A. REED

Checker
J. RIOS

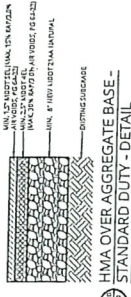
Drawn By
A. REED

Reviewed By
J. GRAVES

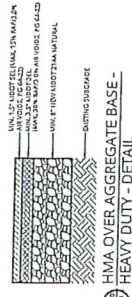
Sheet Name
DETAILS

Sheet No.
D-100

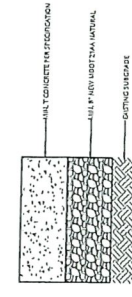
15 MILE RD
MARSHALL, MI 49068
13550 15 MILE RD
MARSHALL, MI 49068



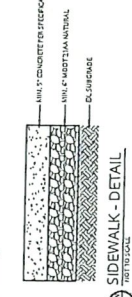
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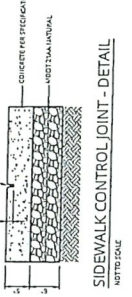
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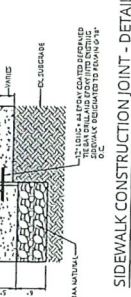
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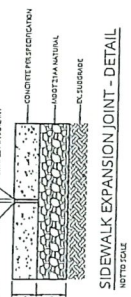
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3. SIDEWALK - DETAIL



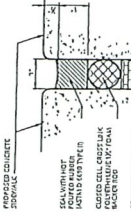
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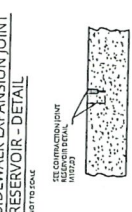
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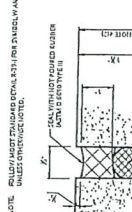
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3. SIDEWALK EXPANSION JOINT - DETAIL



NOTE:
1. SIDEWALK EXPANSION JOINT RESERVOIR - DETAIL
2. SIDEWALK EXPANSION JOINT RESERVOIR - DETAIL
3. SIDEWALK EXPANSION JOINT RESERVOIR - DETAIL



NOTE:
1. CONTRACTION JOINT - DETAIL
2. CONTRACTION JOINT - DETAIL
3. CONTRACTION JOINT - DETAIL



NOTE:
1. CONTRACTION JOINT RESERVOIR - DETAIL
2. CONTRACTION JOINT RESERVOIR - DETAIL
3. CONTRACTION JOINT RESERVOIR - DETAIL



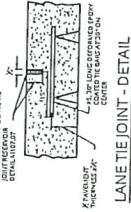
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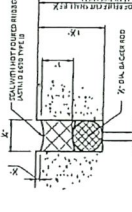
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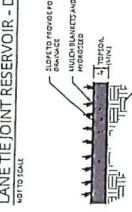
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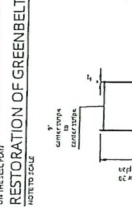
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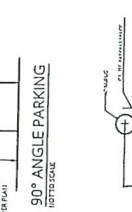
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NOTE:
1. CONTRACTION JOINT - DETAIL
2. CONTRACTION JOINT - DETAIL
3. CONTRACTION JOINT - DETAIL



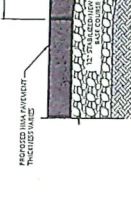
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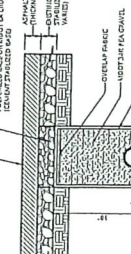
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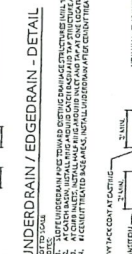
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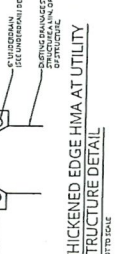
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3. THICKENED EDGE DETAIL - DETAIL



NOTE:
1. UNDERDRAIN / EDGEDRAIN - DETAIL
2. UNDERDRAIN / EDGEDRAIN - DETAIL
3. UNDERDRAIN / EDGEDRAIN - DETAIL



NOTE:
1. UNDERDRAIN / EDGEDRAIN - DETAIL
2. UNDERDRAIN / EDGEDRAIN - DETAIL
3. UNDERDRAIN / EDGEDRAIN - DETAIL



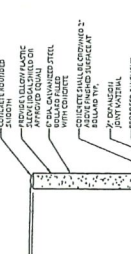
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NOTE:
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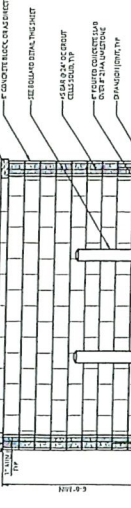
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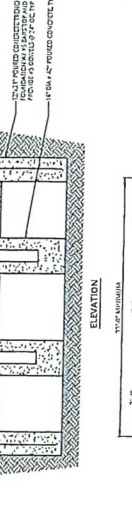
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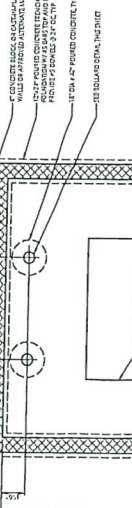
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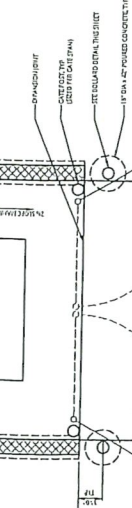
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NOTE:
1. DUMPSTER ENCLOSURE - SINGLE
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NOTE:
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NOTE:
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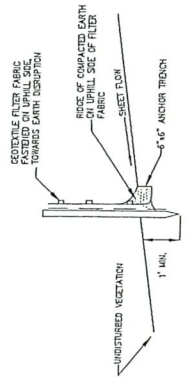
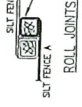
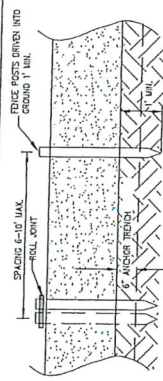


NOTE:
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3. DUMPSTER ENCLOSURE - SINGLE

15 MILE RD
MARSHALL, MI 49068
13550 15 MILE RD
MARSHALL, MI 49068

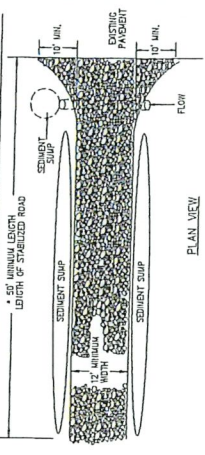
S51

SILT FENCE

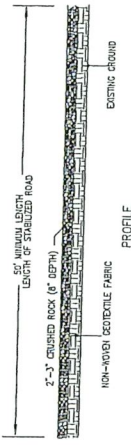


S53

STABILIZED CONSTRUCTION ACCESS



PLAN VIEW



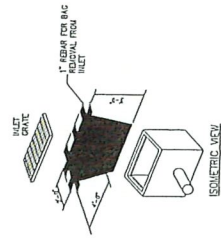
PROFILE

- NOTES:
1. Establish stabilized construction entrance prior to the initiation of site construction activities.
 2. Care should be taken to prevent material movement into adjacent wetlands/waterbodies.
 3. Care should be taken to maintain existing roadside drainage via culvert installation, with sediment sump placed downflow of culvert.

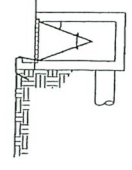


S58

INLET PROTECTION - FABRIC DROP



ISOMETRIC VIEW



INSTALLATION DETAIL



Scale

Project
MARSHAL TOWNSHIP
FIRE STATION NO. 1

Project Location
13550 15 MILE RD
MARSHALL, MI 49068

Engineer/Seal

PRELIMINARY - NOT
FOR CONSTRUCTION

Revision	By	Date	Desc
1	J. GRAVES	12/15/2023	ISSUED FOR PERMIT

Date
12/15/2023

SME Project No.
094551-00

Project Manager
J. GRAVES

Designer
A. REED

CADD
J. RIOS

Checked By
A. REED

Reviewed By
J. GRAVES

Sheet Name
DETAILS

Sheet No.
D-101

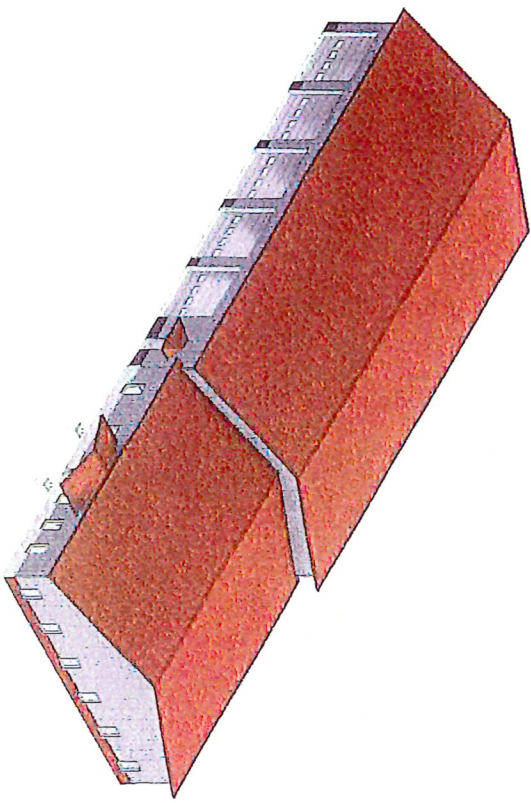
NOTES:
1. THIS SHEET IS A DETAIL OF THE PROJECT AND IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE ENGINEER.
2. THE ENGINEER'S SEAL IS REQUIRED FOR ALL SHEETS.
3. THE ENGINEER'S SEAL IS REQUIRED FOR ALL SHEETS.

3-25

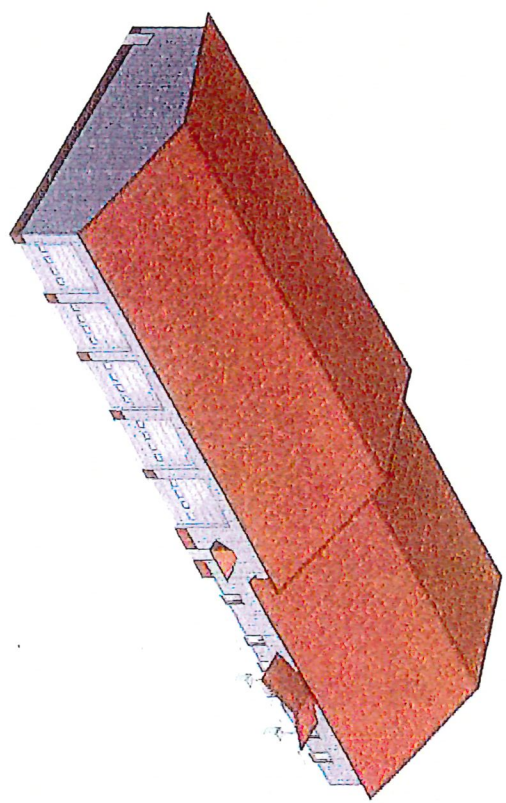
EXHIBIT D

Office
del Tribunale di
JUD. NO.
8001 - 11/11/11

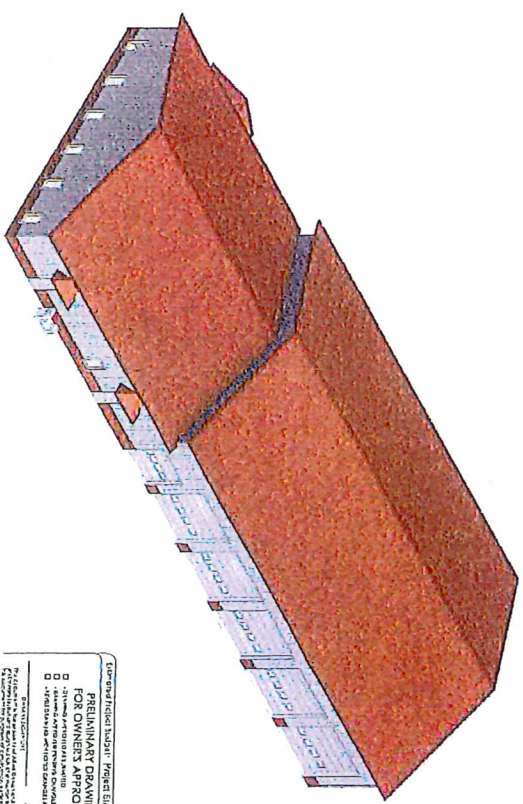
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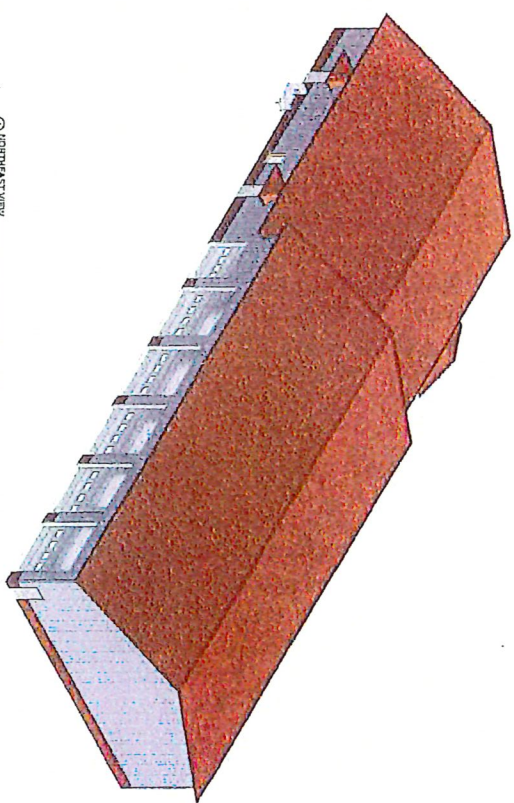
1. SOUTHWEST VIEW



2. NORTHWEST VIEW



3. SOUTHEAST VIEW



4. NORTHEAST VIEW

CONCEPT DESIGN STUDY - PRELIMINARY
 PRELIMINARY DRAWING
 FOR CONCEPT APPROVAL
 NOT TO BE USED FOR CONSTRUCTION
 ALL RIGHTS RESERVED BY THE ARCHITECT
 ALL INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE
 ALL INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE
 ALL INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE

44 of 44

MARSHALL TOWNSHIP FIRE DEPARTMENT

ALLIED DESIGN ARCHITECTURAL & ENGINEERING GROUP, P.C.
 190 S. PETER ST. P.O. BOX 1100 NORTH AND ST. LOUIS, MO 63103
 PHONE 314.425.4100 FAX 314.425.4101

OWNER
 MARSHALL TOWNSHIP
 190 S. PETER ST.
 NORTH AND ST. LOUIS, MO 63103

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank SMB SOUTHERN MICHIGAN BANK					
01/19/2024	SMB	31584	BLUE OX CREDIT UNION	SOUTHERN MICHIGAN BANK	250,000.00
01/24/2024	SMB	102	CONSUMERS ENERGY CO.	STREET LIGHTS	765.34
01/24/2024	SMB	103	CONSUMERS ENERGY CO.	STREET LIGHTS	37.75
01/24/2024	SMB	104	CONSUMERS ENERGY CO.	Utilities	264.96
01/24/2024	SMB	105	CONSUMERS ENERGY CO.	STREET LIGHTS	638.73
01/29/2024	SMB	106	CONSUMERS ENERGY CO.	Utilities	382.56
01/29/2024	SMB	107	CONSUMERS ENERGY CO.	SIRENS	42.22
01/29/2024	SMB	108	CONSUMERS ENERGY CO.	SIRENS	42.09
01/29/2024	SMB	110	CONSUMERS ENERGY CO.	SIRENS	42.09
01/29/2024	SMB	111	CONSUMERS ENERGY CO.	SIRENS	41.67
01/29/2024	SMB	112	CONSUMERS ENERGY CO.	SIRENS	41.36
01/29/2024	SMB	113	CONSUMERS ENERGY CO.	SIRENS	42.09
01/30/2024	SMB	31585	APPLIED INNOVATION	COPIER CONTRACT 12-5-23 - 1-4-24	40.43
01/30/2024	SMB	31586	BOSHEAR FORD	VEHICLE SERVICE F-150	66.27
				SERVICE FORD EXPLORER	54.30
				SERVICE FORD F350	58.29
				SERVICE FORD F350	155.57
					334.43
01/30/2024	SMB	31587	BS & A SOFTWARE	TAX SYSTEM ANNUAL FEE 2-1-24 - 2-1-25	652.00
01/30/2024	SMB	31588	COMCAST BUSINESS	INTERNET & VOICE SERVICE 1-10 - 2-9-24	500.22
01/30/2024	SMB	31589	ELAN FINANCIAL SERVICES	ZOOM SERVICE	16.95
				ATT INTERNET SERVICE - STATION 2	256.66
					273.61
01/30/2024	SMB	31590	JEFF ALBAUGH	TRAVEL MTA ANNUAL LEGISLATIVE CONF	73.64
01/30/2024	SMB	31591	Jeff & Son	SNOW REMOVAL STATION 2 11-17-23 - 1-19-2	1,262.00
				SNOW REMOVAL STATION 1 AND TWP HALL11-23	1,262.00
					2,524.00
01/30/2024	SMB	31592	MACQUEEN EQUIPMENT/EMERGENCY	RESPONDER WIPES	87.28
				HOSE AND MISC EQUIOMENT REPLACEMENT	2,816.09
				HIGHWAY DEMO	8,815.00
					11,718.37
01/30/2024	SMB	31593	ALERT 360	ALARM MONITORING 2-1 THROUGH 4-30-24	97.80
01/30/2024	SMB	31594	OFFICE 360	BATTERIES	30.46
				PAPER AND MISC. SUPPLIES	165.34
					195.80
01/30/2024	SMB	31595	REPUBLIC SERVICES	TRASH SERVICE 2-1 - 2-29-24	115.47
01/30/2024	SMB	31596	ROF-COM	7 BATTERY PACKS	168.00
01/30/2024	SMB	31597	VENTURE TECHNOLOGIES LLC	MICROSOFT AND BACK UP SERVICES RENEWAL 1	2,050.00
01/30/2024	SMB	31598	WALTERS DIMMICK PETROLEUM	FIRE VEHICLES FUEL 11-5 - 12-31-23	936.00
02/04/2024	SMB	109	CONSUMERS ENERGY CO.	SIRENS	42.09
02/12/2024	SMB	31599	ALITRONICS	RELOCATE SENSORS AND ROUTINE MAINTENANCE	606.35
02/12/2024	SMB	31600	MAFFAA	EMR COURSE - 4 PREFIGHTERS	1,060.00
02/12/2024	SMB	31601	CALHOUN COUNTY TREASURER	PRE ADJUSTMENT 2022 S & W	10.17
02/12/2024	SMB	31602	CITY OF MARSHALL	JANUARY STREET LIGHTS	135.00
02/12/2024	SMB	31603	CLEAN SWEEP MAINTENANCE	JANUARY OFFICE CLEANING	505.00
02/12/2024	SMB	31604	DARLINGS ACE HARDWARE	SUPPLIES #629464-706-710	97.14

Check Date	Bank	Check	Vendor Name	Description	Amount
02/12/2024	SMB	31605	ELAN FINANCIAL SERVICES	ATT - INTERNET SERVICE - JANUARY-FEBRUAR	302.37
02/12/2024	SMB	31606	US BANK	COPIER LEASE - FEBRUARY	192.69
02/12/2024	SMB	31607	VRIESMAN & KORHORN	SOLAR PROJECT REVIEW (REIMBURSED)	1,110.00
SMB TOTALS:					
Total of 36 Checks:					276,081.44
Less 0 Void Checks:					0.00
Total of 36 Disbursements:					276,081.44

RESOLUTION

Whereas, Michigan Compiled Law 41.95(3) authorizes the Township Board of Marshall Township to determine the salaries for the offices of Supervisor, Clerk, Treasurer and Trustee for fiscal year 2024-2025 by resolution; and,

Whereas, the annual salary of \$19,524, for the Supervisor was last adjusted effective 4-1-23;

Therefore, be it resolved, that as of April 1, 2024, the annual salary for the office of Supervisor shall be: \$19,524; and, shall further receive compensation as may be provided in the annual general appropriations act for performance of duties or tasks authorized by the township board not otherwise statutorily required of the office; and,

Be it also resolved, that this resolution may be modified as provided in MCL 41.95(3) by referendum election on petition of 10% of the electors filed within thirty days of approval of this resolution; and,

Be it further resolved that this resolution is adopted February 20, 2024 by the Marshall Township Board effective April 1, 2024.

RESOLUTION

Whereas, Michigan Compiled Law 41.95(3) authorizes the Township Board of Marshall Township to determine the salaries for the offices of Supervisor, Clerk, Treasurer and Trustee for fiscal year 2024-2025 by resolution; and,

Whereas, the annual salary of \$34,658, for the Clerk was last adjusted effective 4-1-22;

Therefore, be it resolved, that as of April 1, 2024, the annual salary for the office of Township Clerk shall remain at \$34,658; further, of this amount \$25,993, is for performance of duties of the office not related to elections with the balance of \$8,665, being for duties as the township's chief election officer; in addition to the foregoing, the Clerk shall receive compensation as may be provided in the annual general appropriations act or previous resolution of the Board for performance of duties or tasks authorized by the township board or Supervisor not otherwise statutorily required of the office; and, further

Be it also resolved, that this resolution may be modified as provided in MCL 41.95(3) by referendum election on petition of 10% of the electors filed within thirty days of approval of this resolution; and,

Be it further resolved, that this resolution is adopted February 20, 2024 by the Marshall Township Board effective April 1, 2024.

RESOLUTION

Whereas, Michigan Compiled Law 41.95(3) authorizes the Township Board of Marshall Township to determine the salaries for the offices of Supervisor, Clerk, Treasurer and Trustee for fiscal year 2024-2025 by resolution; and,

Whereas, the annual salary of \$22,293, for the Treasurer was last adjusted effective 4-1-22;

Therefore, be it resolved, that as of April 1, 2024, the annual salary for the office of Treasurer shall remain at \$22,293, as the incumbent was recently appointed to the position; and, shall further receive compensation as may be provided in the annual general appropriations act or by previous Board resolution for performance of duties or tasks authorized by the township board or Supervisor not otherwise statutorily required of the office; and,

Be it also resolved, that this resolution may be modified as provided in MCL 41.95(3) by referendum election on petition of 10% of the electors filed within thirty days of approval of this resolution; and,

Be it further resolved, that this resolution is adopted February 20, 2024 by the Marshall Township Board effective April 1, 2024.

RESOLUTION

Whereas, Michigan Compiled Law 41.95(3) authorizes the Township Board of Marshall Township to determine the salaries for the offices of Supervisor, Clerk, Treasurer and Trustee for fiscal year 2024-2025 by resolution; and,

Whereas, the salary of \$3,636, for Trustee was last adjusted effective 4-1-23;

Therefore, be it resolved, that as of April 1, 2024, the annual salary for the office of Trustee shall be: \$3,636; and, shall further receive compensation as may be provided in the annual general appropriations act for performance of duties or tasks authorized by the township board or Supervisor not otherwise statutorily required of the office; and,

Be it also resolved, that this resolution can be modified as provided in MCL 41.95(3) by referendum election on petition of 10% of the electors filed within thirty days of approval of this resolution; and,

Be it further resolved, that this resolution is adopted February 20, 2024 by the Marshall Township Board effective April 1, 2024.

**CALHOUN COUNTY PARKS AND RECREATION COMMISSION
2023 PARKS MILLAGE ALLOCATION REPORT & 2024 ALLOCATION REQUEST**

Marshall Township

Section 1: 2023 Allocation Report

Complete the following to explain how your municipality used its 2023 local share of the park millage.

2023 Allocation Financial Report:

1.	2023 County millage allocation	\$8,681.10
2.	Balance from 2021-22 allocations	\$15,992.53
3.	Total	\$24,673.63
4.	2023 Millage expenses	
	4a. Salaries and fringe	\$ _____
	4b. Contractual services	\$ _____
	4c. Supplies and equipment	\$ _____
	4d. Other _____	\$ _____
	_____	\$ _____
5.	Total millage expenditures (Add lines 4a through 4d)	\$ <u>8</u> _____
6.	Ending millage balance (Subtract line 4 from line 3)	\$ <u>24,673.63</u>

Ending millage balance must less than \$16,914.08 to receive a fourth-year allocation.

What did you accomplish with your 2023 millage allocation?

Awaiting Plan and expense Reimbursement Request from Marshall Schools regarding Grevers Nature Area.

How did your results differ from your original proposal?

Was millage money used as matching funds for state, federal, or local grants?

☐ Yes ☒ No If yes, how much grant money was awarded? \$ _____

Section 2: 2024 Allocation Request

The following reviews if/how your municipality intends to use its 2024 local share of the parks millage. Please note the allocation below is an estimate and will change based on actual taxes collected.

Marshall Township's 2024 Park's Millage Allocation estimate is \$10,052.77

Municipal allocation commitment

- ☒ Marshall Township accepts its millage allocation.
- ☐ Marshall Township declines its millage allocation.
- ☐ Marshall Township has not spent one year's worth of allocations and is not eligible for a fourth-year allocation.

**CALHOUN COUNTY PARKS AND RECREATION COMMISSION
2023 PARKS MILLAGE ALLOCATION REPORT & 2024 ALLOCATION REQUEST**

Marshall Township

Project(s) Description – Please explain if/how you plan to spend the 2024 Park Millage Allocation

For improvements To Grevers Nature Area owned
by Marshall Public Schools

Project Type(s):

Check all that apply

- ☒ Capital Replacement
☒ Additional Maintenance
☐ Planning or Engineering
☐ Other (explain below)

☒ New Capital Improvement

☐ Equipment

☐ No project in 2024:

Estimated Budget:

Salaries and fringe
Contractual services
Supplies and equipment
Other:
Other:
Total Budget

\$ _____
\$ _____
\$ _____
\$ 24,673.63
\$ 10,052.77
\$ 34,673.83

Prior Allocations
2024 Allocation

How would your municipality fund the ongoing maintenance of this project(s) if the millage isn't renewed at the end of the five-year period?

School System will maintain.

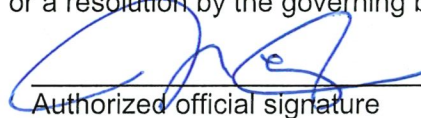
☒ Marshall Township does hereby certify that Calhoun County Parks Millage funding is not being used to replace existing municipal park funding and that these funds are being used to expand the quality of parks in our community.

Documentation

☒ Municipalities must provide documentation of approval of this form by a local government body such as meeting minutes where action was taken or a resolution by the governing body.

2-10-24
Date

2-20-24
Date of approval of local governing board
(Township board, city, or village council).


Authorized official signature

Jeffrey S. Albaugh
Authorized official printed name

Twp. Clerk
Authorized official title