

MARSHALL TOWNSHIP REGULAR BOARD MEETING
July 17, 2023, 7 P.M.
Proposed Agenda

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

MOTION TO APPROVE AGENDA

REPORTS: 1) Permits Issued 2) Enforcement Report 3) Fire Chief 4) Treasurer-to be furnished
5) Solar Project

COMMUNICATIONS:

- United States Court of Appeals judgment and order dismissing Cousino appeal of
Federal District court's judgment in favor of the Township 9receive and place on file)

AUDIENCE COMMENTS

MOTION TO APPROVE: (A member may request a separate vote on any item.)

OLD BUSINESS

- 1) Minutes of June 19, 2023, Regular Meeting
- 2) Accept the resignation of Treasurer Roberts as earlier submitted conditioned on the
effective date being September 18, 2023, at 12 noon.

NEW BUSINESS

- 1) Approve bill list, total of \$ 72.274.82
- 2) Confirm approval of agreement with the Calhoun County Treasurer for collection and
processing of 2023 property taxes by Supervisor and Clerk (reviewed and approved
by Township Attorney)
- 3) Authorize Supervisor Bosserd to host a public meeting from 5:30 p.m. until 6:30 p.m.
prior to the Board meeting in August, or as otherwise agreed to with Ford Motor
Company, concerning the Blue Oval Battery Park Project. The format to be as
agreed to between the Supervisor and Ford representatives.
- 4) Any other matters that may be properly brought before the Board.

DISCUSSION BY BOARD AND ROLL CALL VOTE

AUDIENCE COMMENTS

BOARD MEMBER COMMENTS

ADJOURNMENT Next regular meeting scheduled for August 21, 2023, 7 p.m.

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

Building

Permit #	Contractor	Job Address	Fee Total	Const. Value
P23B0032	BUCIENSKI CHARLES & JENNIF	15721 18 MILE RD	\$175.00	\$0
Work Description: Deck				
P23B0033	BRANHAM ANNE	13843 W MICHIGAN AVE	\$190.00	\$0
Work Description:				
P23B0034	HANLIN MARK	127 SQUAW CREEK RD	\$175.00	\$0
Work Description: 14X27 Deck				
P23B0035	TURPIN JEREMY & LAURA	17998 OLD US 27 N	\$290.00	\$0
Work Description:				
P23B0036	KELLEY MICHAEL	12406 12 MILE RD	\$190.00	\$0
Work Description: Roof Solar				
P23B0037	PATRICK DONNA	17825 VICTORS LN	\$175.00	\$0
Work Description: Inground Pool				
P23B0038	GRAEBER MATTHEW AND JEN	15643 KATHERINE TRL	\$175.00	\$0
Work Description: In Ground Pool				
P23B0039	DAVIS SCOTT & JOANNE	700 N KALAMAZOO AVE	\$175.00	\$0
Work Description: Roof, Doors and Windows				

Total Permits For Type: 8
Total Fees For Type: \$1,545.00
Total Const. Value For Type: \$0

Report Summary

Population: All Records
 Permit.PermittType = Building
 AND
 Permit.DateIssued Between
 6/1/2023 12:00:00 AM AND
 6/30/2023 11:59:59 PM

Grand Total Fees: \$1,545.00
Grand Total Permits: 8
Grand Total Const. Value: \$0

Electrical

Permit #	Contractor	Job Address	Fee Total	Const. Value
P23E0028	HANCHETT NILE LEE AND AM	15158 A N DR	\$135.00	\$0
Work Description: Service for Corrsion Rectifyer (Consumer Power)				
P23E0029	BRANHAM ANNE	13843 W MICHIGAN AVE	\$356.00	\$0
Work Description: Solar				
P23E0030	HOLBROOK STEVEN & ROBIN	126 OAK RIDGE HLS	\$328.00	\$0
Work Description: New Home				
P23E0031	CALHOUN COUNTY ROAD COM	13300 15 MILE RD	\$334.00	\$0
Work Description: New Lighting Fixtures				
P23E0032	GRAEBER MATTHEW AND JEN	15643 KATHERINE TRL	\$220.00	\$0
Work Description: Electrical Pool				
P23E0033	HAYS RONALD & MICHELLE	15635 KESSELWOOD TRL	\$223.00	\$0
Work Description: New Home				
P23E0034	RIGGS JAY & RACHAEL	17326 OLD US 27 N	\$309.00	\$0
Work Description: Circuits, dishwasher, furnace, ranges, water heater, well pump, A/C, light fixtures				
P23E0035	HENDRICKSON JACOB	15871 16 1/2 MILE RD	\$111.00	\$0
Work Description: A/C Unit				
P23E0036	QUILHOT BLANE OR SALLY, TF	16600 OLD US 27 N	\$200.00	\$0
Work Description: Generator				

Total Permits For Type: 9
Total Fees For Type: \$2,216.00
Total Const. Value For Type: \$0

Report Summary

Population: All Records

Grand Total Fees: \$2,216.00
Grand Total Permits: 9

Mechanical

Permit #	Contractor	Job Address	Fee Total	Const. Value
P23M0026	MONTGOMERY MICHAEL TRU	17471 18 MILE RD	\$121.00	\$0
Work Description: Tank				
P23M0027	HOLBROOK STEVEN & ROBIN	126 OAK RIDGE HLS	\$255.00	\$0
Work Description: New Home				
P23M0028	WOLF B MARK & DEBORAH	15871 16 1/2 MILE RD	\$140.00	\$0
Work Description: New A/C				
P23M0029	GRAEBER MATTHEW AND JEN	15643 KATHERINE TRL	\$115.00	\$0
Work Description: Gas Piping				
P23M0030	HAYS RONALD & MICHELLE	15635 KESSELWOOD TRL	\$265.00	\$0
Work Description: New Home				
P23M0031	MRAK WILLIAM III & JODIE TR	17871 17 MILE RD	\$201.00	\$0
Work Description: Fire Place				

Total Permits For Type: 6
Total Fees For Type: \$1,097.00
Total Const. Value For Type: \$0

Report Summary

Population: All Records
 Permit.PermitType = Mechanical
 AND
 Permit.DateIssued Between
 6/1/2023 12:00:00 AM AND
 6/30/2023 11:59:59 PM

Grand Total Fees: \$1,097.00
Grand Total Permits: 6
Grand Total Const. Value: \$0

Plumbing

Permit #	Contractor	Job Address	Fee Total	Const. Value
P23P0005	RIGGS JAY & RACHAEL	17326 OLD US 27 N	\$372.00	\$0
Work Description: Sinks, laundry hookup, toilets, showers, ejector pumps, sewer, drain, air admittance valves				
P23P0006	HOLBROOK STEVEN & ROBIN	126 OAK RIDGE HLS	\$190.00	\$0
Work Description: ^{NEW HOME}				

Total Permits For Type:	2
Total Fees For Type:	\$562.00
Total Const. Value For Type:	\$0

Report Summary

Population: All Records
 Permit.PermitType = Plumbing
 AND
 Permit.DateIssued Between
 6/1/2023 12:00:00 AM AND
 6/30/2023 11:59:59 PM

Grand Total Fees:	\$562.00
Grand Total Permits:	2
Grand Total Const. Value:	\$0

MARSHALL TOWNSHIP
13551 Myron Avery Drive
Marshall, MI 49068
(269)781-7976 Fax (269)781-4403
Hours: Monday ~ Thursday 8 AM to 3:30 PM

Marshall Township, Board Report –May/Jun 2023

Property Inspection May 11, 2023

- 1) 13235 J N DR – After a long journey, the property is cleaned up and in compliance. I will have to keep an eye out as vacant.
- 2) 13135 15 MILE RD – The property has gotten worse. A firm letter was sent with the option to issue a citation.
- 3) 13333 15 Mile Road – The owner has failed to comply with the Township Ordinance and is violating their special land use (SLUP). They have been in court in the past and pay a fine. Then right back to non-compliance. I am working on a report to the planning commission to start the revocation process.
- 4) 13341 15 MILE RD – I talked with the owner, and they are still waiting for materials to finish the fence. They are supposed to send me an update.
- 5) 13880 15 MILE RD – Parking, talked with the owner, sent a follow-up letter.
- 6) 13900 15 MILE RD – Parking violation, sent a second letter.
- 7) 21 FRIENDSHIP LN – Parking, In compliance.
- 8) 13655 15 MILE RD – Tall Grass, Letter Sent.
- 9) 13201 Verona – Blight, Letter Sent
- 10) 13174 Verona - Blight, Letter Sent
- 11) 305 SQUAW CREEK RD – Blight, Grass, Investigation.
- 12) 16-460-024-01 – Grass, Investigation.
- 13) 17781 G N DR – Zoning Investigation
- 14) 15989 EMILY CORLET – Zoning Investigation
- 15) 135 HEATHER DR – Parking, Letter sent
- 16) 15 PETER PAN LN – Tall Grass, Investigation
- 17) 14 PETER PAN LN – Closed. Property for sale.
- 18) 14515 A N DR - Parking, Letter sent
- 19) 16080 17 1/2 MILE RD - Parking, Letter sent
- 20) 13833 15 MILE RD - Tall Grass, Letter Sent.
- 21) 12998 VERONA RD - Tall Grass, Letter Sent.
- 22) 15062 WALTERS DR - Tall Grass, Investigation

Property Inspection 6-15-23

- 1) 13135 15 MILE RD – Posted property- In ops. I talked to the renter, and they are going to work toward compliance.
- 2) 12998 VERONA RD – In compliance
- 3) 17781 G N DR -in compliance
- 4) 137 MARSHALL ST – Tall Grass, Letter
- 5) 106 N MAIN ST – Inop, Letter
- 6) 13333 15 Mile Road, started the revocation process of the Conditional Use Permit

In conclusion, inspections were limited because of other duties.



July 12, 2023

Robert Lyng
Trustee of Marshall Township Planning Commission
Marshall Township Board Member

Dear Mr. Lyng,

Cereal City Solar, LLC would like to provide our monthly update to you and the respective board members of Marshall Township.

Civil

- Graded 11.3 AC in Area 4, distributed 621.1 CY Class II infill; 265 AC Stripped, 262 AC
- Graded Job-to-Date. **Stripping and Grading at Cereal City 99% complete.**
- SWPPP Inspector came on-site 06-20-2023; no erosional issues identified, no corrective actions prescribed.
- Installed 160 LF Access Roads in Area 4; 158 TNS 21AA distributed; 3200 SF Geotextile
- Fabric installed. **Access Roads in Area 4 85% complete. Access Roads at Cereal City 85% complete.**
- Excavated foundations for Inverters 11A01, 11A02, 11A03; Installed Embed Plates on
- INV11B04 in A6; Installed rebar forms for Inverters 11B01, 11B02, 11B03.
- Pure Fence installed 7273 LF of fence posts across Areas 5 and 6.
- EnviroServices Hydroseeded 5.3 AC in Area 6, 24.19 AC in Area 5.

Mechanical & Electrical

- Boss Engineering surveyors laid out 6112 pile locations in Area 2; laid out all inverter locations in Area 2.
- Robco installed 5094 piles with 7 machines in production: installed 1003 piles in Area 5 & 4091 piles in Area 2; laid out 3339 Piles in Area 2; performed QA/QC of 609 piles in Areas 5 and 1298 piles in Area 6; staged 3537 piles in Area 2.
- Electrical Team completed pre-fabrication and installation of DC, AC, and Communications
- Conduit in INV 12A05, INV11B07, INV12A06, and INV11B06. **Conduit prefab and install 100% complete in Areas 5 and 6.**
- Electrical Team installed 23361 LF DC Cable, 57,496 LF String Cable in Area 6.

Short Term Look ahead

Civil

- Pure Fence to continue Permanent Fence installation.
- Enviro Services to continue hydroseeding.

Mechanical & Electrical

- Robco will continue pile layout in Area 2, continue staging piles in Area 2. Robco will begin staging long piles, laying out long piles in Areas 6 and 5.
- Robco to continue pile installation in Area 2; Robco to continue installed pile QA/QC.

NextEra Energy Resources, LLC

- WHC Electrical team to continue installation of MV Cable between Areas 3 & 4, INV1A101-Junction Box.
- Mechanical team to continue pre-fabrication of PVH Racking System; continue installation of PVH Axone Duo Racking System in Areas 6 & 5.
- Materials team to continue Module Layout in Area 6.
- Electrical team to continue pre-fabrication of terminations.
- Electrical team to continue DC & String Cable installation in Area 6; Terracon to perform compaction testing as-needed.
- Electrical and Civil Team to continue Inverter Foundation construction.
- Finish installing MV Cable between Areas 3 & 4 (INV1B101-INV1B102) and from INV1A101 to Junction Box.
- Boss Engineering to complete survey and layout of pile locations and inverter foundations in Area 2; will continue layout of DC Trench, re-layout of MV Trench.
- Electrical team to continue DC & String Trench excavation.
- Electrical team to continue DC & String Cable installation in Areas 6 & Area 5.
- Electrical team to continue pre-fabrication of terminations.
- Mechanical team will continue pre-fabrication of PVH Axone Duo Racking System.
- Mechanical team will continue pile staging and color-coding layout.
- Robco will continue long pile installation in Areas 6 & 5, continue pile installation in Area 2.
- Robco to continue pile checkout; WHC QA/QC team to continue QA/QC of installed PVH Racking System.
- Electrical team to initiate splicing of installed MV Cable and fiber optic cable.
- Electrical team and Civil team to continue installing Inverter Foundations



Sincerely,

**Kunhal
Parikh**

Digitally signed
by Kunhal Parikh
Date: 2023.07.12
20:41:17 -04'00'

Kunhal Parikh
Project Director

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

FILED
Jul 13, 2023
DEBORAH S. HUNT, Clerk

No. 22-2008

LEONARD J. COUSINO,

Plaintiff-Appellant,

v.

TOWNSHIP OF MARSHALL, a public body
corporate, et al.,

Defendants-Appellees.

Before: COLE, McKEAGUE, and NALBANDIAN, Circuit Judges.

JUDGMENT

On Appeal from the United States District Court
for the Western District of Michigan at Grand Rapids.

THIS CAUSE was heard on the record from the district court and was submitted on the briefs without oral argument.

IN CONSIDERATION THEREOF, it is ORDERED that the judgment of the district court is AFFIRMED.

ENTERED BY ORDER OF THE COURT



Deborah S. Hunt, Clerk

United States Court of Appeals for the Sixth Circuit

U.S. Mail Notice of Docket Activity

The following transaction was filed on 07/13/2023.

Case Name: Leonard Cousino v. Township of Marshall, et al
Case Number: 22-2008

Docket Text:

ORDER filed: e AFFIRM the district court's orders dismissing the case, denying Cousino's various motions, and imposing sanctions. Decision not for publication, pursuant to FRAP 34(a)(2)(C). Mandate to issue. R. Guy Cole, Jr., Circuit Judge; David W. McKeague, Circuit Judge and John B. Nalbandian, Circuit Judge.

The following document(s) are associated with this transaction:

Document Description: Order

Notice will be sent to:

Mr. Leonard J. Cousino
13450 W. Michigan Avenue
Marshall, MI 49068

A copy of this notice will be issued to:

Mr. James L. Dyer
Ms. Ann E. Filkins
Mr. Theodore Seth Koches

NOT RECOMMENDED FOR PUBLICATION

No. 22-2008

UNITED STATES COURT OF APPEALS
FOR THE SIXTH CIRCUIT

FILED
Jul 13, 2023
DEBORAH S. HUNT, Clerk

LEONARD J. COUSINO,)	
)	
Plaintiff-Appellant,)	
)	
v.)	ON APPEAL FROM THE UNITED
)	STATES DISTRICT COURT FOR
TOWNSHIP OF MARSHALL, et al.,)	THE WESTERN DISTRICT OF
)	MICHIGAN
Defendants-Appellees.)	

ORDER

Before: COLE, McKEAGUE, and NALBANDIAN, Circuit Judges.

Leonard J. Cousino, a pro se litigant, appeals the district court’s orders dismissing his case and granting the defendants’ motion for sanctions. We construe Cousino’s claims to be raised under 42 U.S.C. § 1983. This case has been referred to a panel of the court that, upon examination, unanimously agrees that oral argument is not needed. *See* Fed. R. App. P. 34(a). Because the district court did not err in dismissing the case or imposing sanctions, we affirm.

This is Cousino’s second federal lawsuit arising from his long-running dispute with Marshall Township over the condition of his property. In the first, Cousino alleged that the Township violated his constitutional rights and state law when it ordered Cousino to shut down his auto parts business. *See Cousino v. Township of Marshall*, No. 17-1922, 2018 WL 3854027, at *1 (6th Cir. Mar. 6, 2018). The district court ultimately found that Cousino failed to state a claim for municipal liability and dismissed the action, and we affirmed. *See id.* at *1–2.

In 2020, after the resolution of that case, the Township issued Cousino citations for violations of anti-bligh and vehicle-storage ordinances. After a court proceeding in June 2021, Judge Michelle Richardson of the 10th District Court of Calhoun County determined that Cousino

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violated the Township's ordinances and found him guilty of a civil infraction. Rather than appeal to the Calhoun Country Circuit Court, *see* Mich. Ct. R. 7.103(A)(1), Cousino filed this action against the Township and six of its officials and employees ("Township defendants") and Judge Richardson. He alleged that the state-court order violated his Fifth Amendment rights. He also alleged that the defendants continued to harass and retaliate against him for exercising his legal rights.

The Township defendants moved to dismiss the complaint for failure to state a claim. Cousino filed a motion for default judgment against Judge Richardson, arguing that she failed to timely file an answer to the complaint, as well as various other motions. Judge Richardson then filed a motion to dismiss the complaint or for summary judgment.

A magistrate judge recommended granting the defendants' motions to dismiss and denying Cousino's motions. The magistrate judge determined that Cousino failed to state a claim against the defendants, reasoning that the *Rooker-Feldman* doctrine barred his claims to enjoin the state-court order, *see D.C. Ct. of Appeals v. Feldman*, 460 U.S. 462 (1983); *Rooker v. Fid. Tr. Co.*, 263 U.S. 413 (1923), and that he did not state sufficient facts to establish that any defendant violated his rights. The magistrate judge further determined that Judge Richardson was entitled to judicial immunity. The magistrate judge also recommended denying Cousino's motion for a default judgment against Judge Richardson, reasoning that, because Cousino never properly effected service, Judge Richardson could not have failed to timely answer the complaint.

The district court adopted the magistrate judge's recommendations over Cousino's objections and dismissed the case. Cousino filed a "Notice of Objection," which the district court construed as a Federal Rule of Civil Procedure 59(e) motion to alter the judgment and denied. In the same order, the district court adopted the magistrate judge's recommendation, over Cousino's objections, to grant the Township defendants' motion for Federal Rule of Civil Procedure 11 sanctions, awarding \$6,836 in attorney's fees.

Cousino then filed this appeal, raising over twenty issues and seeking to appeal "every dispositive order and other actions" by the district court. His brief states legal principles without connecting them to any specific facts but appears generally to argue that the state-court order

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violated his constitutional rights, to challenge the Rule 11 sanctions, and to argue that the defendants harassed him and retaliated against him.

I. Motions to dismiss

We review de novo a district court's order granting a Federal Rule of Civil Procedure 12(b)(6) motion to dismiss for failure to state a claim. *Solo v. United Parcel Serv. Co.*, 819 F.3d 788, 793 (6th Cir. 2016). A complaint survives a motion to dismiss if it "contain[s] sufficient factual matter, accepted as true, to 'state a claim to relief that is plausible on its face.'" *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007)). In scrutinizing a complaint under Rule 12(b)(6), we "must accept all well-pleaded factual allegations of the complaint as true and construe the complaint in the light most favorable to the plaintiff." *Dubay v. Wells*, 506 F.3d 422, 426 (6th Cir. 2007) (quoting *Inge v. Rock Fin. Corp.*, 281 F.3d 613, 619 (6th Cir. 2002)).

Cousino does not address the district court's application of the *Rooker-Feldman* doctrine and has thus forfeited the issue. *See Geboy v. Brigano*, 489 F.3d 752, 767 (6th Cir. 2007). And in any event, to the extent that Cousino seeks to overturn the state-court judgment finding him guilty of a civil violation and ordering him to take corrective measures, his claims are barred by *Rooker-Feldman* and were properly dismissed by the district court. *See Hall v. Callahan*, 727 F.3d 450, 453–54 (6th Cir. 2013).

Even if Cousino raises claims that are not barred by *Rooker-Feldman*, his complaint was properly dismissed because it fails to state a claim. First, Cousino's complaint contains no factual allegations against five of the six individual Township defendants, and he therefore has failed to state a claim against these five defendants. *See Iqbal*, 556 U.S. at 678. Second, Cousino's complaint is devoid of specific facts giving rise to a plausible inference that the remaining individual Township defendant, Paul Anderson, the Township's code enforcement officer, violated his First Amendment or any other constitutional rights by harassing or retaliating against him. *See Harbin-Bey v. Rutter*, 420 F.3d 571, 580 (6th Cir. 2005) ("[C]onclusory allegations of retaliatory motive 'unsupported by material facts will not be sufficient to state . . . a claim under § 1983.'" (quoting *Gutierrez v. Lynch*, 826 F.2d 1534, 1538–39 (6th Cir. 1987))).

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Thus, Cousino's claims against the Township were properly dismissed because, absent a constitutional violation, there can be no basis for municipal liability. *See Baker v. City of Trenton*, 936 F.3d 523, 535 (6th Cir. 2019). And lastly, Cousino's claims against Judge Richardson were properly dismissed because they involved her judicial determination that Cousino violated the Township's ordinances, entitling her to absolute judicial immunity. *See Mireles v. Waco*, 502 U.S. 9, 11–12 (1991) (per curiam) (determining that judges are completely immune from suit except when their actions are “nonjudicial” or are “taken in the complete absence of all jurisdiction”).

II. Motion for default judgment

Next, Cousino has failed to argue that the district court abused its discretion in denying his motion for default judgment against Judge Richardson, so he has forfeited appellate review of that decision. *See Geboy*, 489 F.3d at 767.

In any event, to find an abuse of discretion, we must be firmly convinced that the district court relied on clearly erroneous facts, improperly applied the law, or used an incorrect legal standard, which did not occur here. *See Bank One of Cleveland, N.A. v. Abbe*, 916 F.2d 1067, 1073 (6th Cir. 1990); *Yeschick v. Mineta*, 675 F.3d 622, 628 (6th Cir. 2012). Cousino did not properly serve Judge Richardson and offered no evidence that the law clerk he attempted to serve was Judge Richardson's authorized agent or that Judge Richardson evaded or attempted to evade service. *See Mich. Ct. R. 2.105* (stating that service upon an individual can be accomplished by serving a copy of the summons and complaint (1) “to the defendant personally,” (2) by registered mail, or (3) “on an agent authorized by written appointment or by law to receive service of process”). Thus, the district court did not abuse its discretion by denying Cousino's motion for default judgment.

III. Sanctions

Finally, Cousino has not shown that the district court abused its discretion in imposing attorney fees as a sanction under Rule 11. *See Jones v. Ill. Cent. R.R.*, 617 F.3d 843, 854–56 (6th Cir. 2010) (reviewing imposition of Rule 11 sanctions for an abuse of discretion). By presenting a filing to the court, an unrepresented party like Cousino certifies that the filing “is not being presented for any improper purpose,” such as harassment or unnecessary delay; that “the legal

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contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law;” and that “the factual contentions have evidentiary support.” Fed. R. Civ. P. 11(b)(1)-(3). If a party violates Rule 11, the district court “may impose an appropriate sanction,” including payment of reasonable attorney fees and “nonmonetary directives.” Fed. R. Civ. P. 11(c)(1), (4). “[T]he test for the imposition of Rule 11 sanctions is ‘whether the individual’s conduct was reasonable under the circumstances.’” *Tropf v. Fid. Nat. Title Ins.*, 289 F.3d 929, 939 (6th Cir. 2002) (quoting *Union Planters Bank v. L & J Dev. Co.*, 115 F.3d 378, 384 (6th Cir. 1997)).

As sanctions, the defendants requested their attorney fees incurred in defending against Cousino’s action. The magistrate judge recommended awarding attorney fees in the amount of \$6,836, a number it deemed reasonable and sufficient to deter Cousino and others from filing similarly convoluted and repetitive suits in the future. The district court adopted the recommendation, reasoning that Cousino objected to the amount only on the conclusory basis that his claims were not frivolous and did not identify any factual or legal error in the magistrate judge’s analysis. On appeal, Cousino makes similarly baseless arguments that his claims were not frivolous, such as asserting that because he was permitted to e-file his complaint, it cannot be considered frivolous. And he merely challenges the sanctions on the basis that the defendants defended the suit for months before asserting that the claims were frivolous, but he does not otherwise argue that the district court’s computation of attorney’s fees was unreasonable.

The district court did not abuse its discretion in awarding sanctions, despite Cousino’s pro se status. *See, e.g., Hawthorne-Burdine v. Oakland Univ.*, Nos. 17-1201/1514/1630, 2018 WL 1100232, at *2 (6th Cir. Jan. 16, 2018) (upholding Rule 11 sanctions against a pro se plaintiff who brought multiple lawsuits regarding the same facts); *In re Polyurethane Foam Antitrust Litig.*, Nos. 17-3361/3548, 2017 WL 8791098, at *3 (6th Cir. Dec. 14, 2017) (determining there was no abuse of discretion in sanctioning a pro se plaintiff based on “his myriad of repetitive, meritless pleadings”); *Horen v. Bd. of Educ. of City of Toledo Pub. Sch. Dist.*, No. 14-3849, 2016 WL 11599934, at *4 (6th Cir. Mar. 25, 2016) (upholding Rule 11 sanctions against a pro se plaintiff who brought repetitive and frivolous claims to reasonable attorney’s fees). Cousino’s

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continued attempt to challenge the enforcement of the Township's zoning regulations was unreasonable, especially where he has been unsuccessful in the past and his pleadings consisted solely of convoluted legal principles untethered to specific factual allegations. *See Tropf*, 289 F.3d at 939.

Accordingly, we **AFFIRM** the district court's orders dismissing the case, denying Cousino's various motions, and imposing sanctions.

ENTERED BY ORDER OF THE COURT

A handwritten signature in cursive script, appearing to read "Deborah S. Hunt", is written above a horizontal line.

Deborah S. Hunt, Clerk

Proposed 6-19-2023

Approved _____

MARSHALL TOWNSHIP REGULAR BOARD MEETING

JUNE 19, 2023

The meeting was called to order by Supervisor Bosserd at 7:00 p.m.

Present: Bosserd, Lyng, Walsh Absent (excused): Albaugh

Absent (excused) Nikki Roberts

The Pledge of Allegiance was recited.

Motion by Walsh, 2nd by Lyng to approve the proposed agenda. VOICE VOTE : CARRIED

REPORTS: Verbal report by Fire Chief. Permits Issued and Solar Project reports were received and placed on file.

COMMUNICATIONS: Accepted report from Marshall Township Planning Commission member Joanna I. Johnson re: Joint Planning Commission matters.

Accepted with regret resignation from Treasurer Nikki Roberts, effective August 15, 2023.

OLD AND NEW BUSINESS:

Motion by Walsh, 2nd by Lyng to approve Minutes of May 22, 2023 regular Board meeting, Claims Payable/paid list in the amount of \$16,094.41, approve the Supervisor and Clerk to enter an agreement with the Calhoun County Treasurer for collection and processing of 2023 property taxes with agreement to be reviewed and approved by the Township Attorney, to approve the 2023 tax rate per Form L-4029 for the allocated Township General Operating and voter approved fire millages, Insurance renewal, excepting worker's comp. ROLL CALL VOTE: YES – Walsh, Lyng, Bosserd NO – None CARRIED

AUDIENCE COMMENTS: 7 people spoke

BOARD MEMBER COMMENTS: Supervisor Bosserd and Trustee Lyng both had comments.

ADJOURNMENT: 7:36

Respectfully submitted,

Robert Lyng for Jeffrey S. Albaugh

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
07/06/2023	SMB	31400	ADVISOR	ADVISOR	JUNE PUBLIC NOTICES	395.38
07/06/2023	SMB	31401	ALLEGRA	ALLEGRA BATTLE CREEK	INSPECTION BOOKS	291.64
07/06/2023	SMB	31402	BAUCKHAM	BAUCKHAM, SPARKS, ROLFE	5-1 THROUGH 6-13 LEGAL SERVICES	4,038.80
					APRIL LEGAL SERVICES	2,745.50
07/06/2023	SMB	31403	BC SHOPPER	BATTLE CREEK SHOPPER NEWS	JUNE NOTICES	476.55
07/06/2023	SMB	31404	CAL CO DIS	CALHOUN COUNTY DISPATCH	QUARTERLY DISPATCH SERVICES	8,671.28
07/06/2023	SMB	31405	CAL CO TRS	CALHOUN COUNTY TREASURER	2020-22 REFUND OF ADMIN FEE & INTEREST	245.89
07/06/2023	SMB	31406	CHAMBER	MARSHALL AREA ECONOMIC DEVELOPMENT	2023-24 MEMBERSHIP	220.00
07/06/2023	SMB	31407	CLEAN SWEET	CLEAN SWEET MAINTENANCE	JUNE OFFICE CUSTODIAL SERVICE	340.00
07/06/2023	SMB	31408	COMCAST	COMCAST BUSINESS	JUNE OFFICE CUSTODIAL SERVICE	496.37
07/06/2023	SMB	31409	D. CHAPMAN	DAVID CHAPMAN AGENCY	2023-24 PACKAGE RENEWAL, 2023-24 PUBLIC ADDED PREMIUM PUBLIC OFFICIALS COVERAGE	44,674.00
						1,750.00
						46,424.00
07/06/2023	SMB	31410	FIRST CLAS	FIRST CLASS LAWN CARE	LAWN CARE SERVICES	722.00
07/06/2023	SMB	31411	MACQUEEN	MACQUEEN EQUIPMENT/EMERGENCY	ASSIST WITH SOLAR PROJECT INSPECTIONS	1,515.00
07/06/2023	SMB	31412	MICK IDEN	MICK IDEN	APRIL ACCOUNTING SERVICES	2,950.00
07/06/2023	SMB	31413	PLANTE	PLANTE & MORAN	JULY TRASH SERVICE	300.00
07/06/2023	SMB	31414	REPUBLIC	REPUBLIC SERVICES	ELECTION ENVELOPES	91.92
07/06/2023	SMB	31415	SPECTRUM	SPECTRUM PRINTERS	JUNE COPIER CONTRACT	417.74
07/06/2023	SMB	31416	US BANK	US BANK		128.49
07/06/2023	SMB	31417	VRIESMAN	VRIESMAN & KORHORN		936.00
07/06/2023	SMB	31418	WDP	WALTERS DIMMICK PETROLEUM		868.26

SMB TOTALS:
 Total of 19 Checks: 72,274.82
 Less 0 Void Checks: 0.00
 Total of 19 Disbursements: 72,274.82

AGREEMENT FOR COLLECTION OF THE 2023 PROPERTY TAX

This agreement is made this ____ day of _____, 2023 by and between the **County of Calhoun** (County), Calhoun **County Treasurer**, located at 215 West Green Street, Marshall MI 49068 (hereinafter "County Treasurer") and Marshall **Township** (hereinafter "Township") located at 13551 Myron Avery Dr, Marshall MI 49068 for the purpose of providing for the collection of the 2023 Property Tax levy as required by Public Act 206 of 1893.

Whereas, Township and the Township Treasurer are required by Public Act 206 of 1893 to collect property tax;

Whereas, the County Treasurer can provide certain services to assist the Township and the Township Treasurer in the collection of the ad valorem and special act property taxes, including but not limited to, deposit preparation, maintaining certain data bases used in the collection, disbursement, preparation, and settlement balancing;

Whereas, the Township and the Township Treasurer desire the County Treasurer to assist the Township in the collection of the 2023 Property Tax.

ACCORDINGLY,

THE PARTIES AGREE TO THE FOLLOWING:

1. The County Treasurer agrees to collect the total Property Tax as certified by the assessment roll for the levy of July 1 and December 1 for taxable property located within the Township on behalf of the Township Treasurer and the Township.
2. The Township agrees to pay the costs for preparation and the initial mailing of the 2023 Winter Property Tax bills.
3. The Township agrees to pay County Treasurer a processing fee of \$3.04 per parcel of taxable property within the Township for collecting and issuing receipts. The County Treasurer will submit a billing for the total number of taxable parcels with the first remittance of tax collections and the Township will remit payment within ten (10) business days upon receipt of billing. Should County Treasurer's actual costs to perform services for the Township under this agreement exceed the payment, the Township agrees to pay the difference upon agreement by the parties of the final amount due.
4. The Township no later than July 15th for summer tax bills and December 1 for winter tax bills shall deliver to the County Treasurer a certified copy of the Township tax roll and computerized data of taxable property located in the Township and the Tax Account "For Deposit" stamp.

5. The Township no later than July 15, 2023, shall provide the County Treasurer with proper Tax Account deposit tickets, checks and recording ledger to process Tax Account payments. The Township shall facilitate adding designees of the County Treasurer to the Township's Tax Bank Account in order to issue checks as needed for the payment schedule under item (12) and refunds.
6. The Township shall provide the County Treasurer with all mail and drop box payments for processing on a weekly basis, at a minimum.
7. The Township shall direct taxpayers to the County Treasurer's Office for in-person payments and current tax payment information located at 315 W. Green Street, Marshall, MI 49068 or call 269-781-0807. The Township shall direct all credit and debit card and e-check payments through the Township website through All-Paid (GovPay).
8. The Township shall promptly provide the County Treasurer with all mail and email requests regarding property tax information to answer requests.
9. The Township shall provide the County Treasurer with copies of the Township's Tax Account Bank Statement monthly for reconciliation.
10. The Township shall provide the County Treasurer with copies of the Township's Tax Account collection history as necessary.
11. The Township shall provide the County Treasurer with All-Paid login credentials and directions to properly access and process electronic payments.
12. The County Treasurer agrees to account to the Township Treasurer and deliver to the local taxing authorities the total amount of Property Taxes, Township Property Tax Administration Fee, interest, and penalty on hand in a timely schedule of ten (10) business days after the first (1st) and fifteenth (15th) day of each month as provided by MCL 211.43(3)(a) of the General Property Tax Act. In return for the bi-monthly payment, the County waives any claim to interest earned during the time the money is in the Township's account.
13. The County Treasurer shall supply the Township Treasurer and the Township Clerk appropriate Tax Account deposit information and expenditure information including corresponding receipt and check numbers for the Tax Account activity.
14. The County Treasurer will work with BS&A to update the current tax data on the BS&A site.
15. The County Treasurer as it relates to the collection of property taxes shall have the same powers as those provided for township treasurers under The General Property Tax Act. Nothing herein shall be construed to provide the County

Treasurer with the authority or power to assess and spread property taxes on taxable property located within the Township

16. The County Treasurer may impose all of the fees and charges authorized under section 44 of the General Property Tax Act, 1893 PA 206, MCL 211.44 on taxes paid before March 1 as authorized by the Township.
17. The Township shall promptly notify the County Treasurer if there has been a clerical error or a mutual mistake of fact relative to the correct assessment figures, the rate of taxation, or the mathematical computation relating to the assessment of taxes. The clerical error or mutual mistake of fact shall be verified by the local assessing officer and approved by the board of review in accordance with state law and an affidavit shall be filed with the County Treasurer within 30 days relative to the clerical error or mutual mistake of fact. The Township and the County Treasurer will maintain summer and winter deferments.
18. The Township Treasurer, in consultation with the County Treasurer, will provide a qualified township official to hold tax collecting office hours at the Township Hall when required by law. The Township will issue temporary receipts for each payment received and promptly turn all taxes collected to the County Treasurer for data entry and deposit processing.
19. The County Treasurer shall be bonded for tax collection in the same manner and amount as the Township Treasurer would typically be. Nothing herein shall create any additional bonding requirements upon the County Treasurer than required by law for county treasurers.
20. The County Treasurer will provide a computerized posted tax roll and all settlement documents and returned mail to the Township within 20 calendar days after the time specified on the warrant or March 1 whichever is later. All uncollected delinquent personal property will be turned over to the Township after March 1 for continued collection.

All of the services, material and data required of Calhoun County and the County Treasurer above are in fact the statutory and constitutional duties and responsibilities of the Township, its elected and appointed officers, employees and agents, and therefore, the "Township". The Township is solely responsible for and is expected to review and verify all material, data and documents listed above or otherwise prepared by the County and/or County Treasurer for the Township and any other documents of data required or necessary for the County and/or County Treasurer to prepare or otherwise assist the Township in carrying out its statutory and constitutional duties. It is expressly agreed and understood that under no circumstances shall the County and County Treasurer be liable to the Township for indirect, incidental, consequential, special or exemplary damages,

whether in contract or tort (including strict liability and negligence), such as but not limited to, loss of tax revenue.

Township shall hold harmless and indemnify the County and County Treasurer from and against any and all losses, claims, damages, liabilities, or expenses including, but not limited to, attorney fees, judgments, fines, and other expenses, arising from the services provided by the County and/or County Treasurer under this Agreement. Township's obligation to hold harmless and indemnify the County and County Treasurer will not apply to the extent any losses, claims, damages, liabilities, or expenses that are caused by the gross negligence or intentional misconduct of the County and/or County Treasurer.

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all counterparts, when taken together, will constitute one and the same Agreement. The parties agree that signatures on the Agreement may be delivered by facsimile or electronically in lieu of an original signature and agree to treat facsimile or electronic signatures as original signatures that bind them to this Agreement. The parties agree that they have both had the opportunity to have this Agreement reviewed by counsel prior to executing it.

Calhoun County Treasurer

Marshall Township

Brian Wensauer, Treasurer
Calhoun County

Jeff Albaugh, Clerk
Marshall Township