

**MARSHALL TOWNSHIP REGULAR BOARD MEETING**  
**August 21, 2023, 7 P.M.**  
**Proposed Agenda**

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

MOTION TO APPROVE AGENDA

REPORTS: 1) Fire Chief 2) Treasurer 3) Solar Project

COMMUNICATIONS:

- Calhoun County notice to opt in or out of proposed County Transportation Authority  
(refer to September regular meeting agenda for consideration.)

AUDIENCE COMMENTS AND PUBLIC HEARING ON PROPOSED PUBLIC ACT 425 LAND TRANSFERS:

- 1) Approve Contract for Conditional Transfer of Property from Marshall Township to the City of Marshall requested by Stephan and Donna Sanchez – 440 West Hughes
- 2) Approve Contract for Conditional Transfer of Property from Marshall Township to the City of Marshall requested by Ronald and Jayne DeGraw and Mark and Wendy Berry Olynik – 16-260-006-00 & 16-350-006-00

MOTION TO APPROVE THE REQUESTED TRANSFERS (Vote separately on each)

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

OLD BUSINESS

- 1) Minutes of July 17, 2023, Regular Meeting

NEW BUSINESS

- 1) Approve bill list, total of \$ 37,786.56
- 2) Approve Supervisor's recommendation to appoint Zoning Board of Appeals alternate member Trent Thompson to the ZBA vacancy resulting from the passing of Roger Caswell for the term ending 12-31-23
- 3) Approve participating in Early Voting Center to be operated by Calhoun County Clerk-Register for 2024 and 2025 applicable elections as recommended by the Township Clerk
- 4) Approve Board Procedure Rules of Procedure updates
- 5) Approve hiring of Deputy Assessor Carl Fowler as Township Office Manager effective 9-1-23 and subject to the provisions of the attached
- 6) Re-establish township public office hours as 9 a.m. until 3:30 p.m. Monday through Wednesday except federal and state holidays, effective in September 2023
- 7) Approve letter agreement with AT&T extending METRO Act permit until 12-31-28
- 8) Approve requesting County Road Department approve a 4 way stop for the intersection of A Drive North and 15 Mile Road due to the limited sight distance resulting from angle of the intersection on a curve and farm crops
- 9) Approve Ordinance 2023-01 concerning Fire Department Incident Responses
- 10) Approve Ordinance 2023-02 concerning Fire Department HAZMAT Responses
- 11) Approve motion to release the attorney-client privilege as to the letter from Township Attorney Seeber dated June 14, 2023, together with attachments. This waiver/release of privilege applies only to the identified document. The Clerk to post the letter to the township website by August 25, 2023.

12) 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 September 18, 2023, 7 p.m.

All documents are available on the website: [www.marshalltownship.org](http://www.marshalltownship.org) with this proposed agenda and for inspection at the township offices



# CALHOUN COUNTY

## OFFICE OF THE ADMINISTRATOR/CONTROLLER

“Building a Better County Through Responsive Leadership”

315 W. Green Street  
Marshall, MI 49068  
(269)781-0966 – Office

Kelli D. Scott  
Administrator/Controller

August 7, 2023

Dear Municipal Official,

Calhoun County is resuming the consideration of the formation of a Countywide public transit authority. The next step in that process is the adoption of Articles of Incorporation for a new public transit authority under Act 196 of 1986; MCL 124.451. Municipalities that have already passed a resolution to opt-out will be asked to confirm that action with a new resolution. This avoids any challenges to the validity of the previous action.

On **September 7, 2023**, we will recommend the Calhoun County Board of Commissioners consider the adoption of the Articles of Incorporation for the “*Transportation Authority of Calhoun County*,” or TACC. The Articles of Incorporation will include the entire County as the geographical area to be serviced by the TACC. This letter is to inform you that every political subdivision in the County, (that means any city, village, or township), or a portion of that political subdivision, has the right to withdraw from the TACC. To be effective, a political subdivision must adopt a resolution withdrawing, entirely or partially, from the TACC, and provide notice of that withdrawal to the County on or before the thirtieth day following the date the public authority is incorporated or until the expiration of the thirtieth day after receiving notification under subsection (7), whichever is later.

Since this letter is being sent a considerable time before the County Board will consider the adoption of the Articles of Incorporation, municipalities should wait until the County Board considers the issue before opting out. If created on September 7, 2023, we intend to notify township officials via email on Sept 8, 2023. From that notification date, the 30-day deadline for unconditional withdrawal is **October 9, 2023**. After this date, conditional withdrawal from the TACC can only occur according to MCL 124.458 (1) or (2), which would require either a 2/3 vote of the TACC Board, or a vote of the electors, among other requirements.

If a political subdivision withdraws, no millage vote will go to its residents, no millage could be collected in that subdivision, and no transportation services would be provided. Also, no incoming or outgoing rides would be available to the political subdivision, its residents, or businesses for the remainder of the millage term.

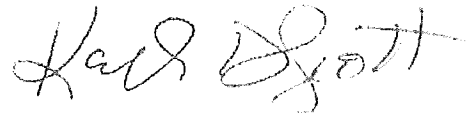
If a municipality does not withdraw, and a millage was passed or other sufficient operating revenues are secured, transit services will be provided. The goal of creating the TACC is to provide

“Calhoun County is an Equal Opportunity Employer”

transportation access to all county residents, connecting them to essential services in the county and beyond. Once fully operational, residents will be able to get a ride the same day anywhere in the county that has not opted out. The system will be designed with the customer in mind so that they are easy to understand and use, affordable, safe, comfortable, and convenient.

If you have additional questions concerning the TACC or your option to withdraw, you may contact Assistant Director of Community Development, Doug Ferrall at 269-781-0769. Lastly, an example opt-out resolution, with instructions, has been included with this letter.

Very Truly Yours

A handwritten signature in black ink, appearing to read "Kelli Scott". The signature is written in a cursive, flowing style.

Kelli Scott  
Calhoun County  
Administrator/Controller

<<NAME OF THE MUNICIPALITY OPTING OUT>>  
CALHOUN COUNTY, MICHIGAN

RESOLUTION

WHEREAS, Calhoun County provided notice that it intended to create a public transit authority named the Transportation Authority of Calhoun County ("TACC"), pursuant to authority granted under the Public Transportation Authority Act, being 1986 PA 196; MCL 124.451, et seq, (the "Act"); and,

WHEREAS, the Calhoun County Board of Commissioners approved a resolution adopting the Articles of Incorporation for the TACC, at its regular Board meeting on <<Insert Date of Approval by County Board>>; and,

WHEREAS, the County also provided a Letter dated <INSETT DATE OF RIGHT OT WITHDRAW LETTER FROM THE COUNTY>> as required by MCL 124.458 (7), notifying all political subdivisions in the County that they would be included in the TACC unless they withdrew from the TACC, as provided by MCL 124.458 (5); and,

WHEREAS, <<INSERT NAME OF MUNICIPAL ENTITY OPTING OUT >> wishes to exercise its option to withdraw from the TACC, as provided by MCL 124.458 (5);

NOW, THEREFORE, BE IT HEREBY RESOLVED that <<INSERT NAME OF MUNICIPAL ENTITY OPTING OUT >> withdraws from the TACC, and requests that the articles of incorporation for the TACC not include <<INSERT NAME OF MUNICIPAL ENTITY OPTING OUT >>.

INSERT HERE, THE STANDARD LANGUAGE NORMALLY USED BY YOUR MUNICIPALITY WHEN YOU ADOPT A RESOLUTION, SHOWING WHO PROPOSED THE RESOLUTION, WHO SECONDED IT, WHO VOTED IN FAVOR AND WHO VOTED AGAINST, AND ANY CERTIFICATION THAT THE RESOLUTION IS A TRUE COPY OF THE ACTION TAKEN BY YOUR BOARD.

**NOTE: WE STRONGLY URGE YOU THAT, TO BE EFFECTIVE, THIS RESOLUTION SHOULD BE ADOPTED NO EARLIER THAN THE DATE THE CALHOUN COUNTY BOARD OF COMMISIONERS APPROVES THE ARTICLES OF INCORPORATION FOR THE TACC. IT ALSO MUST BE ADOPTED NO LATER THAN 30 DAYS FROM THE DATE OF THE LETTER INFORMING YOU OF THE RIGHT TO OPTOUT OF THE TACC, WHICH YOU WILL RECIEVE AFTER THE COUNTY BOARD APPROVES THE ARTICLES OF INCORPORATION.**

**WE ALSO URGE THAT IF YOU WISH TO WITHDRAW YOU TO ADOPT THIS RESOLUTION AGAIN EVEN IF YOU HAVE ADOPTED A PREVIOUS RESOLUTION TO WITHDRAW. THE WAY THE STATUTE IS WRITTEN, IT COULD BE ARGUED THAT A RESOLUTION TO WITHDRAW IS NOT EFFECTIVE UNTIL AFTER THE ARTICLES OF INCORPORATION HAVE BEEN ADOPTED**

**IF YOU HAVE ANY QUESTIONS PLEASE CONSULT WITH YOUR LEGAL COUNSEL, OR CALL THE COUNTY CORPORATION COUNSEL AT 269-781-0917 FOR ASSISTANCE.**

# Monthly Permit List

08/01/2023

## Building

Permit #	Contractor	Job Address	Fee Total	Const. Value
P23B0011	IOBE DEBORAH, TRUST	94 PETER PAN LN	\$175.00	\$0
Work Description: New Roof				
P23B0040	SCHAUM JAMES	17397 G N DR	\$175.00	\$0
Work Description: Metal Roof				
P23B0042	REHFELDT JULIE & SCOTT, TRU	15622 KATHERINE TRL	\$175.00	\$0
Work Description: Roof				

Total Permits For Type:	3
Total Fees For Type:	\$525.00
Total Const. Value For Type:	\$0

## Report Summary

Population: All Records  
Permit.PermitType = Building  
AND  
Permit.DateIssued Between  
7/1/2023 12:00:00 AM AND  
7/31/2023 11:59:59 PM

Grand Total Fees:	\$525.00
Grand Total Permits:	3
Grand Total Const. Value:	\$0

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

No Plumbing Activity for July 2023

**Mechanical**

Permit #	Contractor	Job Address	Fee Total	Const. Value
P23M0032	STUART BRUCE E	14935 A N DR	\$115.00	\$0
Work Description: Gas Piping				
P23M0034	THE WESLEYN CHURCH	15510 A N DR	\$220.00	\$0
Work Description: Three A/C Units				
P23M0035	HAYS RONALD & MICHELLE	15635 KESSELWOOD TRL	\$150.00	\$0
Work Description: Fire Place				
P23M0036	NORFOLK HOMES OF ALWYN 1	16206 GARRETT WAY	\$120.00	\$0
Work Description: Gas Lines				
P23M0037	WASIELEWSKI MICHAEL & SAI	15082 WALTERS DR	\$100.00	\$0
Work Description: New Boiler				
P23M0038	RIGGS JAY & RACHAEL	17326 OLD US 27 N	\$225.00	\$0
Work Description: New Home				
P23M0039	LOZON SUSAN	15591 17 1/2 MILE RD	\$180.00	\$0
Work Description: New Furnace and A/C				
P23M0040	MARX DONALD & KATHIE	15770 OLD US 27 N	\$131.00	\$0
Work Description: Air Handler				

**Total Permits For Type: 8**  
**Total Fees For Type: \$1,241.00**  
**Total Const. Value For Type: \$0**

**Report Summary**

Population: All Records  
 Permit.PermitType = Mechanical  
 AND  
 Permit.DateIssued Between  
 7/1/2023 12:00:00 AM AND  
 7/31/2023 11:59:59 PM

**Grand Total Fees: \$1,241.00**  
**Grand Total Permits: 8**  
**Grand Total Const. Value: \$0**



**Electrical**

Permit #	Contractor	Job Address	Fee Total	Const. Value
P23E0037	PATRICK DONNA	17825 VICTORS LN	\$219.00	\$0
Work Description: Pool				
P23E0039	BRUNDAGE CHRISTOPHER & J.	16252 GARRETT WAY	\$196.00	\$0
Work Description: Circuits, lighting fixtures				
P23E0040	FROHM JAMES	17746 14 MILE RD	\$146.00	\$0
Work Description:				
P23E0041	DEVINE JASON	14449 16 MILE RD	\$125.00	\$0
Work Description: Service				
P23E0042	HEMKER MATTHEW & CYNTHI	12581 A N DR	\$175.00	\$0
Work Description: Generator				

**Total Permits For Type: 5**  
**Total Fees For Type: \$861.00**  
**Total Const. Value For Type: \$0**

**Report Summary**

Population: All Records  
 Permit.PermitType = Electrical  
 AND  
 Permit.DateIssued Between  
 7/1/2023 12:00:00 AM AND  
 7/31/2023 11:59:59 PM

**Grand Total Fees: \$861.00**  
**Grand Total Permits: 5**  
**Grand Total Const. Value: \$0**

**MARSHALL TOWNSHIP TREASURER'S REPORT**

**As of April 30, 2023**

**Deposit Balances**

Southern Michigan Bank & Trust....	\$ 1,882,363.04
Marshall Community Credit Union...	69.25
KCCU.....	1,026.82
Riley Wealth Management	254.27
<b>Total.....</b>	<b>\$ 1,883,713.38</b>

**Certificates of Deposit**

Marshall Community Credit Union...	31,869.87 (05/06/23 – 0.45%)
Kellogg Community Credit Union....	50,681.35 (05/20/24 – 3.06%)
Kellogg Community Credit Union....	50,694.88 (03/20/24 – 4.889%)
Huntington Bank.....	82,044.73 (05/22/23 - 0.10%)
Huntington Bank.....	56,946.03 (05/20/23 – 0.15%)
Key Bank.....	429,853.80 (06/05/23 – 4.650%)
<b>Total.....</b>	<b>\$ 702,090.66</b>
<b>GRAND TOTAL.....</b>	<b>\$ 2,585,804.04*</b>

<b>March 31, 2023 Ending Total.....</b>	<b>\$2,606,580.06</b>
<b>February 28, 2023 Ending Total.....</b>	<b>2,489,832.20</b>
<b>January 31, 2023 Ending Total.....</b>	<b>2,428,195.67</b>
<b>December 31, 2022 Ending Total....</b>	<b>2,393,368.63</b>
<b>November 30, 2022 Ending Total....</b>	<b>2,377,178.23</b>
<b>October 31, 2022 Ending Total.....</b>	<b>2,415,493.94</b>
<b>September 30, 2022 Ending Total...</b>	<b>2,342,324.77</b>
<b>August 31, 2022 Ending Total.....</b>	<b>2,351,990.65</b>
<b>July 31, 2022 Ending Total.....</b>	<b>2,260,131.23</b>
<b>June 30, 2022 Ending Total.....</b>	<b>2,375,736.50</b>
<b>May 31, 2022 Ending Total.....</b>	<b>2,084,159.08</b>
<b>April 30, 2022 Ending Total.....</b>	<b>2,105,599.73</b>
<b>March 31, 2022 Ending Total.....</b>	<b>2,125,800.26</b>

\*As of 3/31/22, \$770,691 is restricted fund balance from the fire department millage and \$15,993 is restricted use county park millage sharing. Assigned fund balances are: \$364,929 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). Total fund balance is \$1,689,743 as of 3/31/22.

Nicole Roberts, Treasurer

**MARSHALL TOWNSHIP TREASURER'S REPORT**

**As of May 31, 2023**

**Deposit Balances**

Southern Michigan Bank & Trust....	\$ 1,858,940.05
Marshall Community Credit Union...	69.25
KCCU.....	1,026.82
Riley Wealth Management	254.27
<b>Total.....</b>	<b>\$ 1,860,290.39</b>

**Certificates of Deposit**

Marshall Community Credit Union...	31,941.77 (11/05/23 – 1.05%)
Kellogg Community Credit Union....	50,681.35 (05/20/24 – 3.06%)
Kellogg Community Credit Union....	50,483.62 (01/20/24 – 4.889%)
Huntington Bank.....	82,085.98 (11/22/23 - 0.10%)
Huntington Bank.....	57,110.30 (11/20/24 – 0.10%)
Key Bank.....	429,961.30 (06/05/23 – 4.650%)
<b>Total.....</b>	<b>\$ 702,264.32</b>
<b>GRAND TOTAL.....</b>	<b>\$ 2,562,554.71*</b>

<b>April 30, 2023 Ending Total.....</b>	<b>\$2,585,804.04</b>
<b>March 31, 2023 Ending Total.....</b>	<b>2,606,580.06</b>
<b>February 28, 2023 Ending Total.....</b>	<b>2,489,832.20</b>
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<b>October 31, 2022 Ending Total.....</b>	<b>2,415,493.94</b>
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Nicole Roberts, Treasurer

**MARSHALL TOWNSHIP TREASURER'S REPORT**

**As of June 30, 2023**

**Deposit Balances**

Southern Michigan Bank & Trust....	\$ 2,263,865.39
Marshall Community Credit Union...	69.25
KCCU.....	1,027.09
Riley Wealth Management	568.01
<b>Total.....</b>	<b>\$ 2,265,529.77</b>

**Certificates of Deposit**

Marshall Community Credit Union...	31,941.77 (11/05/23 – 1.05%)
Kellogg Community Credit Union....	51,068.00 (05/20/24 – 3.06%)
Kellogg Community Credit Union....	50,686.48 (01/20/24 – 4.889%)
Huntington Bank.....	82,085.98 (11/22/23 - 0.10%)
Huntington Bank.....	57,110.30 (11/20/24 – 0.10%)
Key Bank.....	434,952.15 (09/14/23 – 5.250%)
<b>Total.....</b>	<b>\$ 707,844.68</b>
<b>GRAND TOTAL.....</b>	<b>\$ 2,973,374.45*</b>

<b>May 31, 2023 Ending Total.....</b>	<b>\$2,562,554.71</b>
<b>April 30, 2023 Ending Total.....</b>	<b>2,585,804.04</b>
<b>March 31, 2023 Ending Total.....</b>	<b>2,606,580.06</b>
<b>February 28, 2023 Ending Total.....</b>	<b>2,489,832.20</b>
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Nicole Roberts, Treasurer

**MARSHALL TOWNSHIP TREASURER'S REPORT**

**As of July 31, 2023**

**Deposit Balances**

Southern Michigan Bank & Trust....	\$ 2,336,200.97
Marshall Community Credit Union...	69.25
KCCU.....	1,027.09
Riley Wealth Management	568.01
<b>Total.....</b>	<b>\$ 2,337,865.32</b>

**Certificates of Deposit**

Marshall Community Credit Union...	31,941.77 (11/05/23 – 1.05%)
Kellogg Community Credit Union....	51,068.00 (05/20/24 – 3.06%)
Kellogg Community Credit Union....	50,686.48 (01/20/24 – 4.889%)
Huntington Bank.....	82,085.98 (11/22/23 - 0.10%)
Huntington Bank.....	57,110.30 (11/20/24 – 0.10%)
Key Bank.....	435,060.90 (09/14/23 – 5.250%)
<b>Total.....</b>	<b>\$ 707,953.43</b>
<b>GRAND TOTAL.....</b>	<b>\$ 3,045,818.75*</b>

<b>June 30, 2023 Ending Total.....</b>	<b>\$2,973,374.45</b>
<b>May 31, 2023 Ending Total.....</b>	<b>2,562,554.71</b>
<b>April 30, 2023 Ending Total.....</b>	<b>2,585,804.04</b>
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Nicole Roberts, Treasurer



August 15, 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.

First off, we take the seriousness of the water issue. We have put in more mitigation to handle the unusual rain that has occurred in this township. This was approved by the Township Lawyer in July 2023. Additionally, we added a spill pipe from the basin to divert more water to avoid any public ROW and non-participating landowners. This will go above and beyond the requirements of the Township's engineer.

#### Civil

- Installed rebar for inverter pads
- Poured Concrete for inverter pads
- Performed survey and layout for Agricultural Fence in Areas 2, 3, 4, and 1.
- Pure Fence installed 1980 LF wire in Area 6; installed 990 LF wire in Area 5.
- EnviroServices Hydroseeded 21.79 AC in Area 2.
- Heavy precipitation resulted in three (3) SWPPP Inspections for Week Ending 07-30-2023. SWPPP Inspector Eva Heetebrij performed inspections on July 24, July 26, and July 28, noting erosional issues and areas where corrective actions were required. WHC
- Energy Services initiated performing prescribed repairs and is preparing to perform modifications to the Area 2 Retention pond.

#### Mechanical & Electrical

- Robco installed 1290 piles in Area 2; installed 379 piles in Area 6; installed 73 piles in Area 5 with 4 machines in production.
- Robco laid out 1305 piles in Area 2.
- Robco performed QA/QC of 209 piles in Area 6; performed QA/QC of 2306 piles in Area 2.
- WHC QA/QC team performed QA/QC of 1913 piles in Area 2; performed QA/QC of 134 piles and 138 rows in Area 6.
- Robco staged 1567 piles in Area 2; staged 154 piles in Area 6.
- Materials team staged 168 piles in Area 1; staged 1748 piles in Area 4; staged 3817
- Module Rails, 2022 Torque Tubes, and 269 Motors in Area 2.
- Module team laid out 2790 Modules in Area 6.
- Module team installed 2752 Modules in Area 6.
- Mechanical team laid out 414 Motors and 336 Rows in Area 2.
- Mechanical team completed installation of 484 PHAs, 27 Motors, 4 Rows in Area 5; completed installation of 1038 PHAs, 32 Rows, 33 Motors in Area 2; completed installation of 150 PHAs, 4 Rows, and 66 Motors in Area 6.
- Materials pre-fabrication team completed assembly of 10,186 Mod Rails, 1938 Splices,

NextEra Energy Resources, LLC

700 Universe Boulevard, Juno Beach, FL 33408

and 411 Motors.

- Electrical Team completed pre-fabrication and installation of DC, AC, and Communications Conduits at Inverter 11A07 in Area 1.
- Electrical Team installed 1312 LF DC Cable and 4930 LF String Cable in Area 6; installed 1676 DC Cable and 1450 LF String Cable in Area 2.
- Electrical Team completed prefabrication and installation of 72 String Transitions in Area 2; completed prefabrication and installation of 100 String Transitions in Area 5.
- Electrical team excavated 225 LF DC Trench in Area 6; excavated 1151 LF DC Trench in Area 2.
- Electrical team performed 1460 LF Backfill in Area 6; performed 117 LF Backfill in Area 5.
- Electrical team completed Combiner Box Post rework for Inverter 11B02 in Area 6.
- Electrical team set Inverters 11A02, 11A03, and 11A01 in Area 2; set Inverters 11B06, 11B07, 12A06, 12A05 in Area 5.
- Materials Team received 3 Module shipments, 2 electrical shipments, 2 Hydroseed shipments, 1 Racking shipment, 7 Inverter shipments.

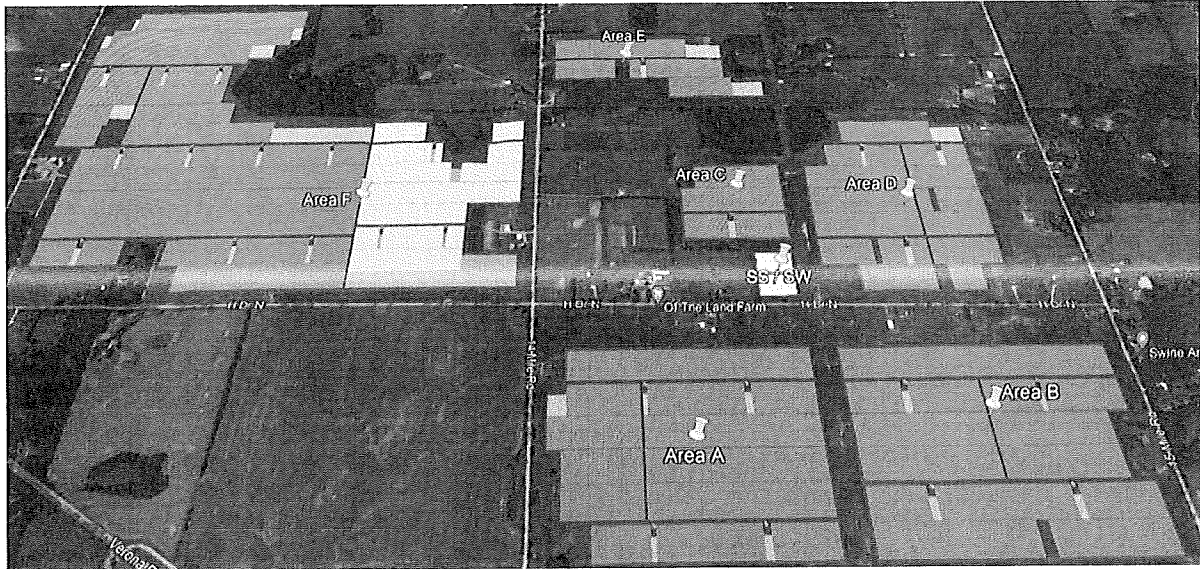
#### Short Term Look ahead

##### Civil

- Continue site grade remediation as-necessary.
- Continue installation of Concrete Foundations.
- Pure Fence to continue Permanent Fence installation.
- Enviro Services to continue hydroseeding.

##### Mechanical & Electrical

- Materials personnel to continue staging materials.
- Materials personnel to continue receiving electrical materials.
- Materials team to continue receiving Module shipments.
- Module team to continue Module Layout and Installation in Area 6.
- Robco to complete pile installation in Area 6.
- Robco to continue pile installation in Areas 5 and 2.
- Robco to continue pile QA/QC and remediation; WHC QA/QC team to continue QA/QC of installed piles and PVH Axone Duo Racking System.
- No Bull Energy to continue pile installation in Areas 1 & 3.
- Mechanical team to complete installation of PVH Axone Duo Tracking System in Area 6; continue pre-fabrication and installation of PVH Axone Duo Racking System in Areas 5 & 2.
- Solar Operations Solutions to mobilize to Cereal City to assist with torque tube layout and installation in Area 2.
- Electrical team to complete DC Trench Excavation and Backfill in Area 6, continue in Areas 5 and 2.
- Electrical team to complete DC and String Cable installation in Area 6; continue DC and String Cable installation in Area 5 and 2.
- Electrical team to complete pre-fabrication and installation of String Conduit Transitions in Area 6; continue pre-fabrication and installation of String Conduit Transitions in Area 5; begin pre-fabrication and installation of String Conduit Transitions in Area 2.
- Electrical team to continue installing Combiner Box posts and continue Combiner Box installation in Area 6; begin installing Combiner Box posts in Area 5.
- Electrical team to continue setting Inverters on Concrete Foundations.



Sincerely,  
**Kunhal**  
Parikh  
Kunhal Parikh  
Project Director

Digitally signed by  
Kunhal Parikh  
Date: 2023.08.15  
18:28:27 -04'00'



**CITY OF MARSHALL – TOWNSHIP OF MARSHALL  
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the \_\_\_\_ day of \_\_\_\_\_, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the "City") and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the "Township").

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, Stephan S. and Donna Sanchez, the owners of the property described on Schedule 1 attached hereto ("Property"), along with Grand City Capital, the purchasers of the Property, have requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on August 31, 2023.

4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.

5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023.

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50<sup>th</sup>) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential - 2; commercial - 4; industrial - 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
  - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
  7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
  8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise or rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.

- 9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
- 10. Sewer and water rates charged to the Property owner shall not be greater than the rates charged in the City for similar users. Property owners shall contribute to repairs and capital improvements to the sewage treatment facilities, water purification plant, well facilities, and distribution systems in the same manner as similar users within the City of Marshall.
- 11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
- 12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

\_\_\_\_\_ By: \_\_\_\_\_  
 Derek N. Perry, City Manager

\_\_\_\_\_ By: \_\_\_\_\_  
 Michelle Eubank, Clerk

STATE OF MICHIGAN        )  
   )ss  
 COUNTY OF CALHOUN        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

\_\_\_\_\_  
 \_\_\_\_\_  
 Notary Public, Calhoun County, MI  
 My commission expires \_\_\_\_\_

Sanchez

WITNESSES:

MARSHALL TOWNSHIP

----- By: -----  
David Bosserd, Supervisor

----- By: -----  
Jeff Albaugh, Clerk

STATE OF MICHIGAN )

)ss

COUNTY OF CALHOUN )

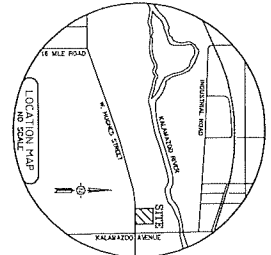
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by David Bosserd, Supervisory and Jeff Albaugh, Clerk of Marshall Township, on behalf of said Township.

-----

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Notary Public, Calhoun County, MI

My commission expires -----

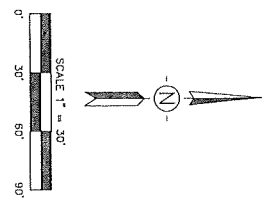
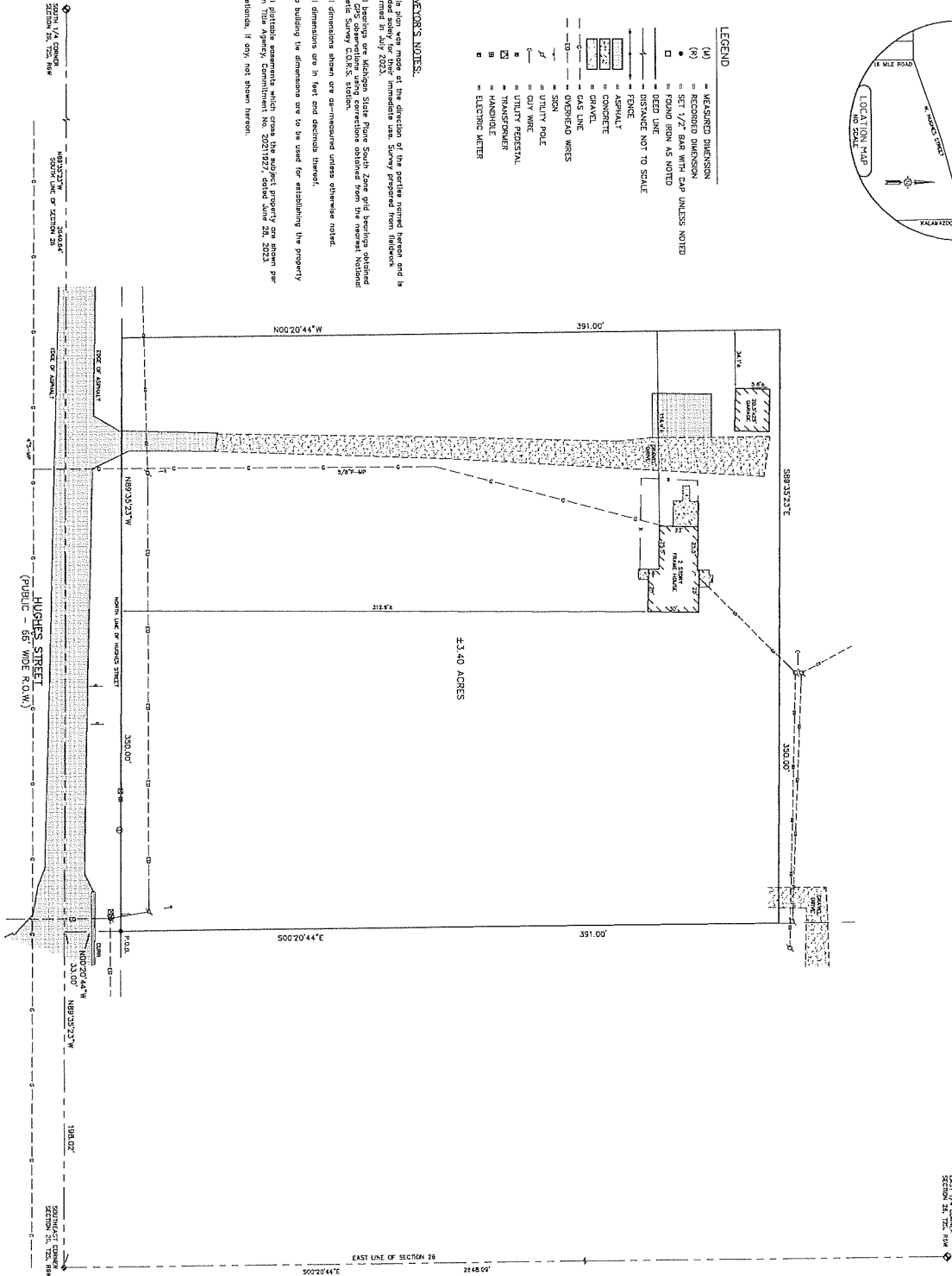


# ALTA/NSPS LAND TITLE SURVEY

## "440 W. HUGHES STREET, MARSHALL, MI 49068"

- LEGEND**
- (M) = MEASURED DIMENSION
  - (R) = RECORDED DIMENSION
  - = SET 1/2" BAR WITH CAP UNLESS NOTED
  - = FOUND BROW AS NOTED
  - = FEED LINE
  - = DISTANCE NOT TO SCALE
  - = FENCE
  - = CONCRETE
  - = BRICK
  - = ASPHALT
  - = GRAVEL
  - = GAS LINE
  - = OVERHEAD WIRES
  - = SIGN
  - = UTILITY POLE
  - = DAY WIRE
  - = UTILITY PERMITAL
  - = TRANSFORMER
  - = HANDHOLE
  - = ELECTRIC METER

- SURVEYOR'S NOTES:**
- This map was made in the direction of the position named herein and is intended solely for their immediate use. Survey proposed from hereon is performed in July 2023.
  - All bearings are Michigan State Plane South Zone grid bearings obtained from the Michigan State Plane Survey Control Station.
  - All dimensions shown are as-measured unless otherwise noted.
  - All dimensions are in feet and decimals thereof.
  - No building or other improvements are to be used for establishing the property lines.
  - Some details, especially which show the adjacent property, are shown per Deeds State Agency Commitment No. 20211927, dated June 28, 2023.
  - Witnesses, if any, not shown herein.



**LEGAL DESCRIPTION:**  
 (As provided by Deeds Title Agency, Commitment No. 20211927, dated June 28, 2023)  
 Beginning at a point 426 feet North and 138 feet West of the southeast corner of Section Hughes Street, thence East 200 feet; thence North to the point of beginning.

(The following legal description describes the same parcel of land on the provided description)  
 A parcel of land in the Southeast 1/4 of Section 26, T2S, R16W, Marshall Township, Calhoun County, Michigan, the surveyed boundary of said parcel described as: Commencing at the Southeast corner of said Section 26, thence N89°32'23\"/>

**SCHEDULE B - SECTION 11 - EXCEPTIONS:**  
 (As provided by Deeds Title Agency, Commitment No. 20211927, dated June 28, 2023)  
 Item 29 - Certain Power Company right of way as recorded in Liber 727, Page 492, exact route of said easement is not described and therefore not shown herein.

**ALTA/NSPS LAND TITLE SURVEY - TABLE "A" - REQUIREMENTS:**

- Item 1: Shown on the survey map.
- Item 2: Address(es) of the surveyed property: 440 W. Hughes Street, Marshall, MI 49068.
- Item 3: By staked map location and graphic plotting only, this property line entirely within Flood Zone "X", areas outside the 0.2% annual chance flood elevation are shown. The Flood Insurance Rate Map for the Township of Marshall, Calhoun County, Michigan, Community Flood Map No. 269842 0250C, dated 4/4/2021.
- Item 4: 4.314 Acres (136,837 square feet)
- Item 5: Shown on the survey map.
- Item 6: Shown on the survey map.
- Item 7: Shown on the survey map.
- Item 8: Shown on the survey map.
- Item 9: The Utility Information as shown was obtained from all permit and/or Section 16.15 of the minimum standards for ALTA/NSPS standards. Said information is subject to verification in the field by the appropriate surveying party to suit of construction.

**GENERAL NOTE:**  
 Of State City School LLC, Deeds Title Agency & Stewart Title Insurance Company

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Practice Requirements for ALTA/NSPS Land Title Surveys as set forth in the 2021 Minimum Standard Practice Requirements for ALTA/NSPS Land Title Surveys, 7th Edition, published by the National Board of Standards and Practices for Professional Surveyors, Inc. on July 21, 2021.

**PRELIMINARY**  
 Michael A. Grant, Date of Plat or Map:  
 Professional Surveyor No. 30079  
 mgrant@stewarttitle.com

REVISIONS	COMMENTS
07/27/23	ORIGINAL
	Surveyed by: M.A.G. Drawn by: R.O.B. Field Book by: M.A.G. Job Number: 18379-ALT Sheet: 1 of 1

July 26<sup>th</sup>, 2023

Derek Perry City Manager  
323 W. Michigan Ave.  
Marshall, MI 49068

RE: 440 W Hughes, Marshall, MI 49068

Dear Mr. Perry,

Please allow this letter to serve as a formal request for the parcel located at 440 W Hughes, Marshall, MI 49068 to apply for acceptance into the City of Marshall under the 425 regulatory process. We intend for these parcels to be developed as a multifamily housing and need access to city utilities. If there are any questions or if you need anything further, please feel free to reach out.

Sincerely,

A handwritten signature in black ink that reads "Joe Elias". The signature is written in a cursive, flowing style.

Joseph Elias

Partner at Grand City Capital

313-999-9518

Sauchez

July 26<sup>th</sup>, 2023

Derek Perry  
City Manager  
323 W. Michigan Ave.  
Marshall, MI 49068

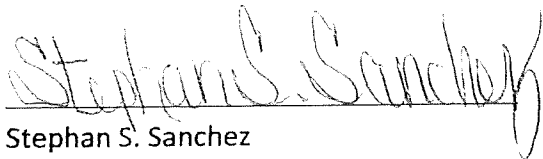
RE: 440 W Hughes, Marshall, MI 49068

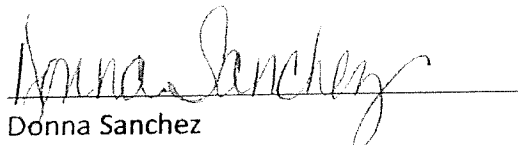
Dear Mr. Perry,

Please allow this letter to serve as our approval for current purchaser of 440 W Hughes, Marshall, MI 49068 to apply for acceptance into the City of Marshall under the 425 regulatory process. They will require access to city utilities. If there are any questions or if you need anything further, please feel free to reach out.

Sincerely,

SELLERS:

  
Stephan S. Sanchez

  
Donna Sanchez

**CITY OF MARSHALL - TOWNSHIP OF MARSHALL  
CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY**

This Agreement made on the \_\_\_\_ day of \_\_\_\_\_, 2023, between the CITY OF MARSHALL, a Michigan municipal corporation, having offices at 323 West Michigan Avenue, Marshall, Michigan 49068 (the "City") and the TOWNSHIP OF MARSHALL, a Township duly organized under the laws of the State of Michigan, and existing in Calhoun County, Michigan, having offices at 13551 Myron Avery Drive, Marshall, Michigan 49068 (the "Township").

WHEREAS, the City and the Township have adopted a Master 425 Agreement dated February 9, 2022 for the purpose of providing utility services which are available in the City to Township properties upon the request of a Township property owner, and

WHEREAS, Ronald and Jayne DeGraw and Mark and Wendy Berry Olynyk, the owners of the property described on Schedule 1 attached hereto ("Property"), along with Grand City Capital, the purchasers of the Property, have requested that the City extend sewer and water services to the Property, and

WHEREAS, the provision of municipal services by the City to the Property would further the economic well-being of both the City and the Township and increase the probability of additional development of the Property, and

WHEREAS, the City has available sewer and water capacity to service the Property, and

WHEREAS, the parties have each conducted a public hearing to receive input on the proposed transfer of property.

NOW, THEREFORE, by authority of Act 425 of Public Acts of 1984 and pursuant to the Master 425 Agreement entered into between the City and the Township and in consideration of the mutual promises herein set forth, BE IT AGREED AS FOLLOWS:

1. The Township consents to the transfer to the City of the Property.
2. The City agrees to accept the transfer of the Property for all purposes allowed under Public Act 425 of 1984, as amended, to make available municipal services to the Property provided that the Property owner and other users of the utilities extended from the City to the Property shall pay for the cost of the extension.
3. The transfer of the Property contemplated by this agreement shall occur at midnight on July 31, 2023.



4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

Land usages shall be subject to the Joint Municipal Planning Commission pursuant to the provisions of the Master 425 Agreement.

5. The City and Township agree that the City shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon during 2024 and for the remainder of the term of this Agreement. The Township shall have the authority to assess and collect ad valorem taxes, real and personal, on the Property and any improvements thereon through calendar year 2023.

The City and Township further agree that commencing in the year 2024 and continuing through the fiftieth (50<sup>th</sup>) full calendar year following the issuance of a Certificate of Occupancy for the first use on the Property, all such taxes which the City collects for its own general operating fund purposes only, and which are attributable to the Property for the term of this Agreement shall be shared between the City and the Township as follows:

- A. The Township shall receive the equivalent of (residential - 2; commercial - 4; industrial - 4) mill levied on the taxable value of the Property for the taxable year as established by the City subject to any subsequent adjustments resulting from tax appeals. The City shall transmit the Township's share of such revenues annually on or before 30 days after receipt.
  - B. Thereafter, all tax revenues from the Property shall be collected and retained by the City.
6. Except as provided in paragraph 7, upon termination, expiration or non-renewal of this Agreement, jurisdiction of the Property shall return to the Township and the City will have no further rights or interests in the Property except that the City shall own the utility infrastructure.
  7. In the event that the City shall not share tax revenues from the Property as provided in paragraph 5 or shall breach any other provision of this Agreement, the Township shall be entitled to terminate this Agreement, whereupon jurisdiction of the Property shall revert to the Township or the Township may pursue whatever other legal remedies are available to the Township.
  8. Any liability the City or the Township incurs to a third party as a result of the performance of duties or the exercise or rights imposed or granted hereunder shall be jointly shared and defended in the same proportion as the taxes are shared as described in paragraph 5.

Olyvia DeFuria

- 9. The burden of all tax abatements shall be shared by the City and the Township in the same percentage as the millage is shared. In the event the City reduces its millage, the Township's share of millage shall be proportionately reduced provided no additional taxes are levied by the City to replace the reduction in millage.
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- 11. In the event there is a conflict between this Agreement and the Master 425 Development Agreement, the terms of the Master 425 Development Agreement shall control unless there is a specific reference in the conflicting provision that it is intended to prevail despite the Master 425 Development Agreement.
- 12. Within fifteen (15) days of execution of this contract, the City Clerk shall file a duplicate original of this contract with the Calhoun County Clerk, the Michigan Secretary of State and the Calhoun County Register of Deeds.

WITNESSES:

CITY OF MARSHALL

----- By: -----  
Derek N. Perry, City Manager

----- By: -----  
Michelle Eubank, Clerk

STATE OF MICHIGAN        )  
  )ss  
COUNTY OF CALHOUN     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023 by Derek N Perry, City Manager and Michelle Eubank, City Clerk of the City of Marshall, on behalf of said City.

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Olyvia-Deford

Notary Public, Calhoun County, MI  
My commission expires \_\_\_\_\_

WITNESSES:

MARSHALL TOWNSHIP

----- By: -----  
David Bosserd, Supervisor

----- By: -----  
Jeff Albaugh, Clerk

STATE OF MICHIGAN )

)ss

COUNTY OF CALHOUN )

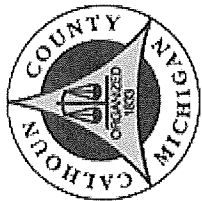
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Notary Public, Calhoun County, MI

My commission expires \_\_\_\_\_



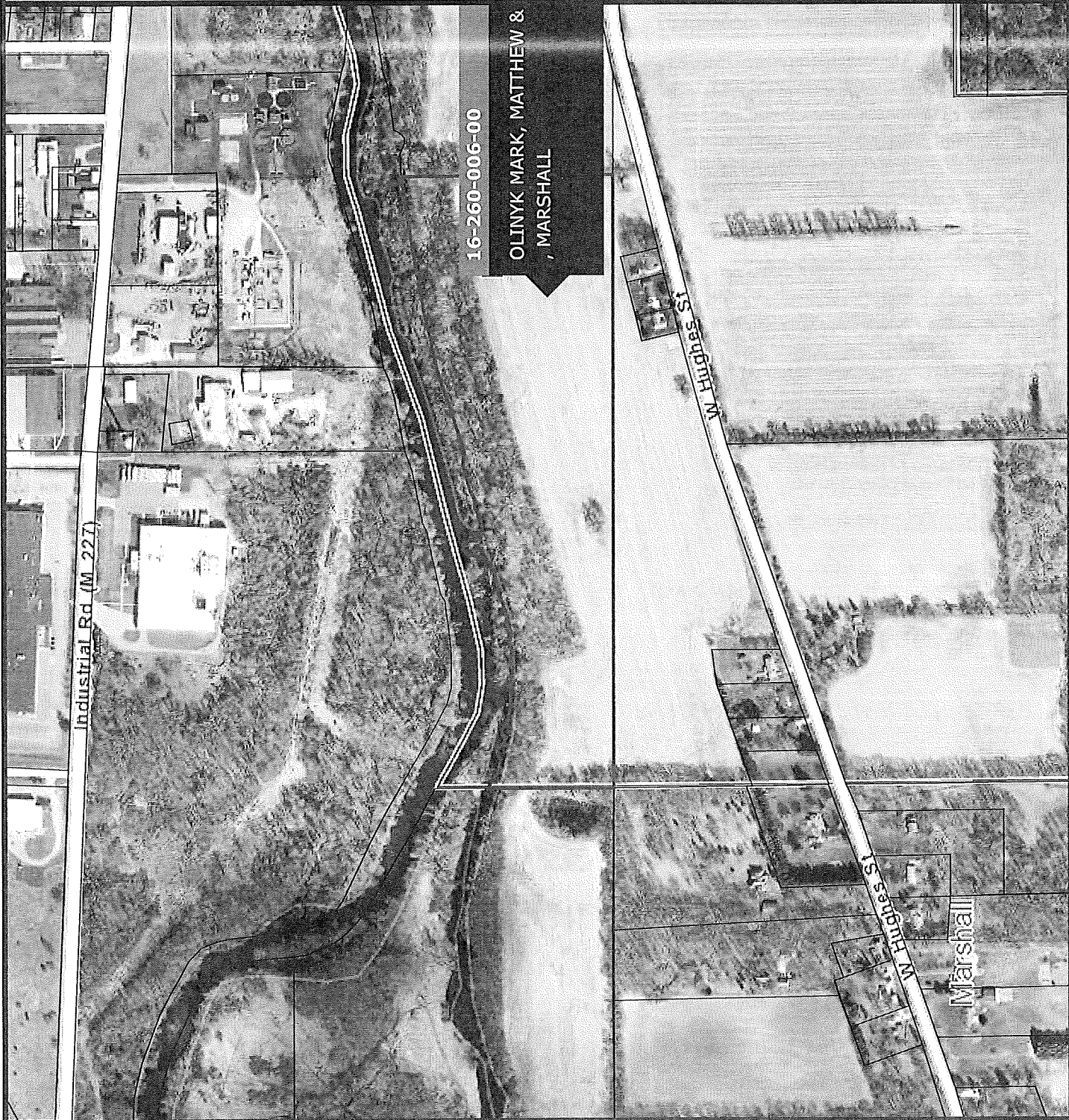
# Calhoun GIS

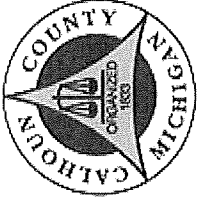


Map Publication:  
06/15/2023 4:54 PM



Disclaimer: This map does not represent a survey or legal document and is provided on an "as is" basis. Calhoun County expresses no warranty for the information displayed on this map document.





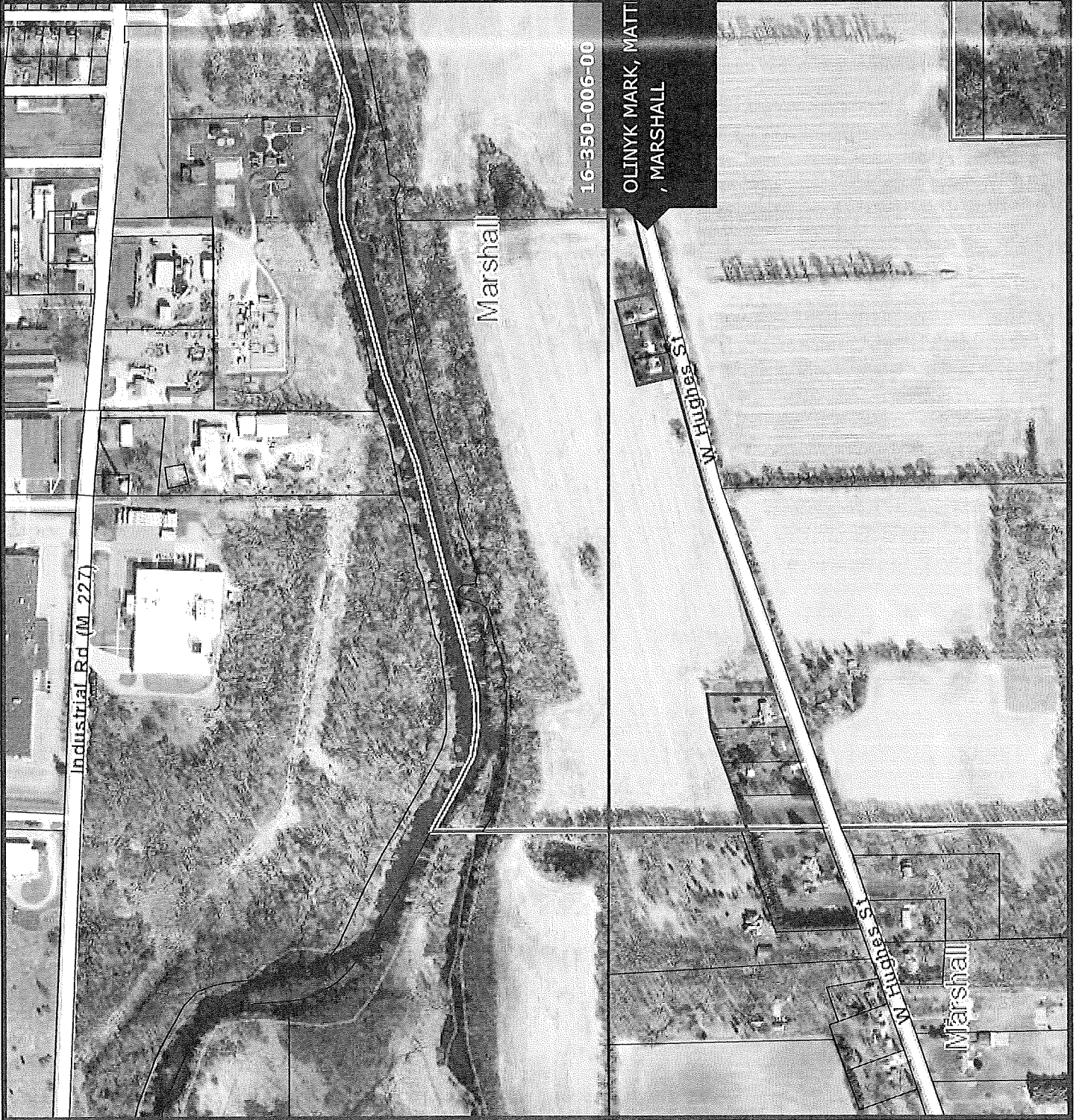
# Calhoun GIS



Map Publication:  
06/15/2023 4:56 PM



Disclaimer: This map does not represent a survey or legal document and is provided on an "as is" basis. Calhoun County expresses no warranty for the information displayed on this map document.



Olyvia - DeGruel

May 11<sup>th</sup>, 2023

Derek Perry City Manager  
323 W. Michigan Ave.  
Marshall, MI 49068

RE: Parcel ID's 16-260-006-00 & 16-350-006-00, Marshall, MI 49068

Dear Mr. Perry,

Please allow this letter to serve as a formal request for the parcel located at 16-260-006-00 and 16-350-006-00, Marshall, MI 49068 to apply for acceptance into the City of Marshall under the 425 regulatory process. We intend for these parcels to be developed as a multifamily housing and need access to city utilities. If there are any questions or if you need anything further, please feel free to reach out.

Sincerely,



Joseph Elias

Partner at Grand City Capital

313-999-9518

Olinyk - DeGraw

May 11<sup>th</sup>, 2023

Derek Perry  
City Manager  
323 W. Michigan Ave.  
Marshall, MI 49068

RE: Parcel ID's 16-260-006-00 & 16-350-006-00, Marshall, MI 49068

Dear Mr. Perry,

Please allow this letter to serve as our approval for current purchaser of parcel ID's: 16-260-006-00 & 16-350-006-00, Marshall, MI 49068 to apply for acceptance into the City of Marshall under the 425 regulatory process. They will require access to city utilities. If there are any questions or if you need anything further, please feel free to reach out.

Sincerely,

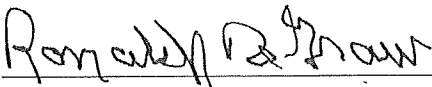
SELLERS:

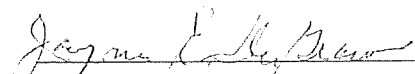
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Mark Olinyk

---

Wendy Berry Olinyk

  
\_\_\_\_\_  
Ronald J. DeGraw

  
\_\_\_\_\_  
Jayne E. DeGraw

Olinyk DeGraw

May 11<sup>th</sup>, 2023

Derek Perry  
City Manager  
323 W. Michigan Ave.  
Marshall, MI 49068

RE: Parcel ID's 16-260-006-00 & 16-350-006-00, Marshall, MI 49068


Dear Mr. Perry,

Please allow this letter to serve as our approval for current purchaser of parcel ID's: 16-260-006-00 & 16-350-006-00, Marshall, MI 49068 to apply for acceptance into the City of Marshall under the 425 regulatory process. They will require access to city utilities. If there are any questions or if you need anything further, please feel free to reach out.

Sincerely,

SELLERS:

  
\_\_\_\_\_  
Mark Olinyk

  
\_\_\_\_\_  
Wendy Berry Olinyk

\_\_\_\_\_  
Ronald J. DeGraw

\_\_\_\_\_  
Jayne E. DeGraw



1

Proposed 7-23-23  
Approved \_\_\_\_\_

Marshall Township Regular Board Meeting – Marshall Township

July 17, 2023

The meeting was called to order at 7:00 p.m. by Supervisor David Bosserd. The Pledge of Allegiance was recited.

Present: Albaugh, Bosserd, and Lyng. Absent: Roberts and Walsh

Motion by Lyng, supported by Albaugh, approve the proposed meeting agenda. VOICE VOTE: CARRIED.

REPORTS: Permits issued, Code Enforcement and Solar Project reports were received and placed on file. Fire Board Chair Trustee Lyng reported that the Fire Department has 216 incident responses so far this year.

COMMUNICATIONS: United States Court of Appeals Judgment and order dismissing the Cousino appeal of the Federal District Court’s Judgment in favor of the Township was received and placed on file.

AUDIENCE COMMENTS: Five people spoke.

OLD AND NEW BUSINESS:

Motion by Albaugh, supported by Lyng, approve: Minutes of the June 19, 2023, regular board meeting; Accepting the resignation of Treasurer Roberts as earlier submitted conditioned on the effective date being September 18, 2023, at 12 Noon; Claims payable/paid list in the amount of \$72,274.82; confirming approval of the agreement by the Supervisor and Clerk with the Calhoun County Treasurer for collection and processing of 2023 property taxes; and, authorization for 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. ROLL CALL VOTE. YES-Lyng, Bosserd, and Albaugh. NO-None. Absent: Walsh and Roberts. MOTION CARRIED.

AUDIENCE COMMENTS: Five people spoke.

BOARD MEMBER COMMENTS: Trustee Lyng attempted to answer questions raised during audience comments but was interrupted by an audience member.

The Supervisor declared the meeting adjourned at approximately 7:59 p.m.

Respectfully submitted,

JEFFREY S. ALBAUGH, Marshall Township Clerk

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
<b>Bank SMB SOUTHERN MICHIGAN BANK</b>						
7/26/2023	SMB	6013	CONSUMERS	CONSUMERS ENERGY CO.	Utilities	582.54
7/26/2023	SMB	6020	CONSUMERS	CONSUMERS ENERGY CO.	STREET LIGHTS	36.45
7/26/2023	SMB	6021	CONSUMERS	CONSUMERS ENERGY CO.	STREET LIGHTS	804.91
7/26/2023	SMB	6024	CONSUMERS	CONSUMERS ENERGY CO.	Utilities	108.34
7/28/2023	SMB	6014	CONSUMERS	CONSUMERS ENERGY CO.	SIRENS	41.67
7/28/2023	SMB	6015	CONSUMERS	CONSUMERS ENERGY CO.	SIRENS	41.97
7/28/2023	SMB	6016	CONSUMERS	CONSUMERS ENERGY CO.	SIRENS	41.97
7/28/2023	SMB	6018	CONSUMERS	CONSUMERS ENERGY CO.	SIRENS	41.83
7/28/2023	SMB	6019	CONSUMERS	CONSUMERS ENERGY CO.	SIRENS	42.12
7/28/2023	SMB	6022	CONSUMERS	CONSUMERS ENERGY CO.	SIRENS	41.67
7/28/2023	SMB	6023	CONSUMERS	CONSUMERS ENERGY CO.	Utilities	152.27
3/01/2023	SMB	31419	BC SHOPPER	BATTLE CREEK SHOPPER NEWS	JULY ACTIONS PUBLISHED	222.07
3/01/2023	SMB	31420	BELLEVEUE	BELLEVEUE HARDWARE	EQUIPMENT AND SUPPLIES	570.64
3/01/2023	SMB	31421	BSA	BS & A SOFTWARE	ASSESSING SYSTEM ANNUAL SERVICE/SUPPORT	705.00
3/01/2023	SMB	31422	CAL CO TRS	CALHOUN COUNTY TREASURER	REFUND OF 2022 TAXES	9.62
3/01/2023	SMB	31423	CITY	CITY OF MARSHALL	STREET LIGHTS 6-7 TO 7-5-23	135.00
3/01/2023	SMB	31424	COMCAST	COMCAST BUSINESS	TOWNSHIP HALL INTERNET & VOICE MONTHLY	496.73
3/01/2023	SMB	31425	DARLINGS	DARLINGS ACE HARDWARE	FD SUPPLIES	22.99
3/01/2023	SMB	31426	ELAN	ELAN FINANCIAL SERVICES	INTERNET SERVICES	265.24
3/01/2023	SMB	31427	ELECTION	ELECTION SOURCE	TABULATOR AND VOTING DEVICE CODING AUGU	450.00
3/01/2023	SMB	31428	FIRE CAIT	FIRE CAIT	EQUIPMENT TESTING	3,197.50
3/01/2023	SMB	31429	JEFFREY AL	JEFFREY ALBAUGH	TIMER FOR BOARD ROOM	40.27
3/01/2023	SMB	31430	MARANA GRO	MARANA GROUP	SUMMER TAX BILLS PRINTING AND MAILING	1,344.58
3/01/2023	SMB	31431	MY ALARM	ALERT 360	ALARM MONITORING 8-1 TO 10-31-23	97.80
3/01/2023	SMB	31432	OFFICE 360	OFFICE 360	FILE FOLDERS	21.80
					FILE FOLDERS - YELLOW	21.80
					OFFICE SUPPLIES	242.92
					OFFICE SUPPLIES	21.80
					OFFICE SUPPLIES	7.85
						<u>316.17</u>
3/01/2023	SMB	31433	OLEARY	O'LEARY WATER CONDITIONING, LLC	TWP HALL SOFT WATER MONTHLY SERVICE	60.00
3/01/2023	SMB	31434	PLANTE	PLANTE & MORAN	PROGRESS BILLING 22-23 AUDIT	1,000.00
3/01/2023	SMB	31435	REPUBLIC	REPUBLIC SERVICES	PICK UP SERVICE AUGUST	91.59
3/01/2023	SMB	31436	ROSE	ROSE PEST SOLUTIONS	PEST REMOVAL FROM OFFICES	195.00
3/01/2023	SMB	31437	US BANK	US BANK	JULY COPIER AND SERVICE	211.88
3/01/2023	SMB	31438	VENTURE	VENTURE TECHNOLOGIES LLC	SERVICE CALL AND SERVER EQUIPMENT ADDIT	1,961.25
3/11/2023	SMB	31439	ADVISOR	ADVISOR	JULY PUBLIC NOTICES	535.20
3/11/2023	SMB	31440	BAUCKHAM	BAUCKHAM, SPARKS, ROLFE	LEGAL SERVICES	180.00
3/11/2023	SMB	31441	BIOCARE	BIOCARE	ANNUAL FIRE DEPT MEDICAL EXAMS	4,590.00
3/11/2023	SMB	31442	BREATH	BREATHING AIR SYSTEMS	AIR PAK ANNUAL MAINTENANCE	774.71
3/11/2023	SMB	31443	CAL CO TRS	CALHOUN COUNTY TREASURER	TRAILER FEES JANUARY - AUGUST 2023	440.00
3/11/2023	SMB	31444	CITY ELECT	MARSHALL CITY ELECTRIC	STREET LIGHTS - JULY	141.75
3/11/2023	SMB	31445	CLEAN SWEE	CLEAN SWEEP MAINTENANCE	JU-LY CLEANING SERVICES	475.00
3/11/2023	SMB	31446	COMCAST	COMCAST BUSINESS	INTERNET SERVICE - AUGUST	498.88
3/11/2023	SMB	31447	CUNNINGHAM	DAVID CUNNINGHAM	SOLAR ELECTRICAL INSPECTION	100.00
3/11/2023	SMB	31448	ELAN	ELAN FINANCIAL SERVICES	ZOOM, ATT, ACCOUNT FEES	310.66
3/11/2023	SMB	31449	JEFF	FIRST CLASS LAWN CARE	LAWN MAINTENANCE - JULY	903.00
3/11/2023	SMB	31450	MICK IDEN	JEFF ALBAUGH	ELECTION SUPPLIES	372.27
3/11/2023	SMB	31451	NAPA	MICK IDEN	SOLAR INSPECTIONS JULY	10,650.00
3/11/2023	SMB	31452	OFFICE 360	AUTO PARTS	TRUCK PARTS	11.49
3/11/2023	SMB	31453	OFFICE 360	OFFICE 360	LABEL WRITER PRINTER	137.69
3/11/2023	SMB	31454	OLEARY	O'LEARY WATER CONDITIONING, LLC	SALT SERVICE JULY	60.00
3/11/2023	SMB	31455	PHOENIX	PHOENIX MOBIL HOME PARK	REFUND DUPLICATE TRAILER FEES MARCH - J	264.00
3/11/2023	SMB	31456	VENTURE	VENTURE TECHNOLOGIES LLC	TAX SYSTEM REMOTE ACCESS BY COUNTY	156.25
3/11/2023	SMB	31457	WDF	WALTERS DIMMICK PETROLEUM	FUEL FOR FIRE TRUCKS 5-9 - 6-29-23	1,030.59

CHECK DATE FROM 07/18/2023 - 08/15/2023

ser: JEFF  
3: Marshall

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
3/11/2023	SMB	31458	WESTSHORE	WEST SHORE SERV.	ANNUAL WARNING SIREN INSPECTION & MAINT	2,576.00
3/11/2023	SMB	31459	Z & Z ELEC	Z & Z ELECTRICAL, LLC	REPLACE FRONT DOOR AUTO ON NIGHT LIGHT	250.00
<b>MB TOTALS:</b>						
Total of 52 Checks:						37,786.56
Less 0 Void Checks:						0.00
<b>Total of 52 Disbursements:</b>						<b>37,786.56</b>

TO: Marshall Township Board Members

RE: Early Voting Center

A new state law requires that local units of government provide early voting centers (EVC) which will assure voters have at least 9 days of early voting prior to any state or federal election. For 2024 that would include the Presidential Primary in February/March, the August Primary and November General Elections. The EVC must be open at least 8 hours per day and be staffed and operated the same as a regular voting precinct include having its own tabulator machine. Units have 3 options for operating an EVC: 1) operate its own EVC; 2) enter into agreement with other units to operate an EVC; or, 3) enter into agreement with the County to participate in a county operated EVC if the county decides to operate one.

If we operate our own EVC the startup cost is estimated at \$51,000 plus operational costs for 9 days of early voting which could easily add to another \$30,000 - \$50,000 for the 3 elections. This all assumes we could find the necessary number of registered voters who would serve as Election Inspectors to staff the Center. The second option is to team up with other municipalities. The City of Battle Creek is the only unit that intends to operate a center and entertain other units to contract with them. The cost is unknown but would be less than us going alone. The Center would be operated in the Kool Center which is on their West Michigan Avenue which is quite a trek for many of our voters. The third option is to participate in a county EVC operation if the county intends to operate one which it has indicated it will be doing. The county is still costing out its proposal, but this will be considerably less than options 1 and 2 because the state has budgeted some reimbursement to counties to operate county-wide centers. The other factor is the number of units that will participate, which should be known by the end of September. Most Clerks of the non-BC metro area township have indicated they intend to recommend going with the County. The county center will be located centrally in the county (i.e., Marshall area).

As Chief Township Election official I have preliminarily indicated we would participate in an EVC operated by the County Clerk-Register. I am asking Board concurrence. An agreement will be sent to units wishing to participate for formal approval later this year. If you have questions, let me know.

Suggested Motion: "The Marshall Township Board, as recommended by the Township Clerk, concurs with participating in a county-operated Early Voting Center for 2024-25, subject to review and final approval of a formal agreement."

Respectfully submitted,



Jeff Albright, Marshall Township Clerk

August 16, 2023

# Marshall Township Board Rules of Procedure Adopted 4-20-2020

1. **AUTHORITY.** These rules are adopted by the Marshall Township Board of **TRUSTEES** pursuant to Michigan laws governing general law townships. These rules may be amended from time to time by the affirmative vote of at least three (3) members of the Board.

2. **MEETINGS**

2.1 **REGULAR SCHEDULE.** The Township Board shall normally meet on the third Monday of each month in regular session. **IF THE THIRD MONDAY IS A FEDERAL OR STATE HOLIDAY THE REGULAR MEETING WILL BE HELD ON THE FOLLOWING TUESDAY.** Prior to the start of the calendar year, the Township Board shall establish the schedule of meetings for the year. Changes in the regular schedule shall not be made except by majority vote of the Board.

2.2 **SPECIAL MEETINGS.** The Township Board shall meet in special session upon notice from the Township Clerk when requested by the Supervisor or two members of the Township Board. Notice of special meetings shall be given to each Township Board member at least 24 hours in advance of the special meeting and Board members shall acknowledge receipt of the notice. Such notice shall be sent by email and/or text message, and by phone if necessary, to each member by the Township Clerk or the Clerk's designee. The notice shall contain the time, place, and the agenda for the meeting. The Clerk shall make a written record of notices, means of notification and acknowledgements by Board members. In establishing the date and time of the meeting, the Clerk will poll members to assure the presence of a quorum.

2.3 **PLACE OF MEETING.** Regularly scheduled meetings shall be held at the Township Hall. Whenever the regular meeting place of the Township Board appears to be inadequate for the number of members of the public expected to attend, the Supervisor may change the meeting location to a larger facility located in the Township. At least 18 hours before the meeting, a notice of such change shall be posted on the door of the regular meeting place and the Clerk shall also post notice of such change in the place of meeting on the township's website.

2.4 **TIME OF MEETING.** Regular meetings shall begin at 7:00 p.m. local time unless the Board by majority vote sets another starting time. The Township Board shall not begin considering any matter on the agenda not yet under consideration by the hour of 10:00 p.m. except by unanimous consent of the Board members present. Matters on the agenda and not yet acted upon at the time of adjournment will be

building and on the township's website.

4. QUORUM. Three (3) members shall constitute a quorum for the transaction of business at all meetings of the Township Board, except less than three (3) members may adjourn a regular or special meeting to a later date if a quorum is not present.

5. AGENDAS

5.1 REGULAR MEETING AGENDA. The Township Clerk shall prepare the Agenda of business for all regularly scheduled Township Board meetings. Any other Board member or representative of Township committees, boards or commissions desiring to place a matter on the Agenda shall notify the Clerk of such item by close of business on the Wednesday prior to the next regular meeting. Items that the Clerk does not receive by the stated deadline shall not be placed on the Agenda by the Clerk but may be added to the Agenda by majority vote of the Board members present at the meeting.

5.2 CONSENT AGENDA. Each Board meeting Agenda may include a Consent Agenda consisting of items generally considered to be routine such as approval of Minutes, acceptance of reports, payment of bills, and other matters not anticipated to require discussion. Upon the request of any board member, an item shall be removed from the Consent Agenda for individual discussion and action on the regular agenda under new business or immediately after approval of the Consent Agenda as proposed by the Board member requesting removal unless decided otherwise by majority vote of the Board. Approval of all of the items not removed from the Consent Agenda shall be accomplished by a single majority vote to approve the Consent Agenda.

5.3 SPECIAL MEETING AGENDA. At a special meeting of the Board, the matters to be considered shall be stated in the notice of the meeting under Rule 2.2. No other matters shall be considered except when all members are present and a majority of the Board concurs.

5.4 DISTRIBUTION OF AGENDA AND MATERIALS. For regularly scheduled meeting, upon completion of the Agenda, the Clerk shall distribute to the Board and make available to the public, copies of the Agenda and materials submitted to the Clerk for any Agenda item by 4:00 p.m. on the Friday preceding a regular Board meeting. For good cause and with the approval of the Supervisor, or Treasurer in the Supervisor's absence, that deadline may be extended to no later than 4:00 p.m. on the following Monday. Agendas and materials for rescheduled and special Board meeting shall be distributed to the Board and made available to the public as far in advance of the meeting as possible. The Clerk will distribute such materials by email and posting to the Township website.

5.5 ORDER OF BUSINESS. The agenda prepared by the Clerk shall be **GENERALLY** arranged in the following order of business:



1. Call to Order
2. Pledge of Allegiance
3. Roll Call



- 4. Approval of Agenda
- ~~5. Consent Agenda Approval~~
  - ~~Approval of Minutes~~
  - ~~Financial Reports~~
  - ~~Department Reports~~
  - ~~Correspondence~~
  - ~~Approval of Bills~~
  - ~~Other items not anticipated to require discussion~~
- ~~6. Items Removed from Consent Agenda, if any~~
- ~~7. Announcements~~
- 5. **REPORTS**
- 6. **COMMUNICATIONS**
- 7. **Public Comment ON LISTED AGENDA ITEMS**
- 8. **APPROVAL OF ITEMS ON AGENDA**
  - UNFINISHED AND OLD BUSINESS ITEMS**
  - NEW BUSINESS ITEMS**
- ~~9. Presentations, if any~~
- ~~10. Pending Business~~
- ~~11. New Business~~
- ~~12. Closed Session Discussion, if any~~
- 9. **DISCUSSION OF AGENDA ITEMS BY BOARD MEMBERS AND ROLL CALL**
- 10. **PUBLIC COMMENTS**
- 11. **BOARD MEMBER COMMENTS**
- 13. Adjournment

6. CONDUCT OF MEETINGS



- 6.1 MODERATOR. The Township Supervisor shall moderate and chair all meetings of the Township Board. In the absence of the Supervisor, the Deputy Supervisor shall act as moderator. In the absence of the ~~Supervisor and Deputy Supervisor, the Treasurer or the Clerk, in that order,~~ ~~Supervisor and Deputy Supervisor, the Treasurer or the Clerk, in that order,~~ shall assume the duties of moderator **BOARD, BY MAJORITY OF THE MEMBERS PRESENT SHALL DESIGNATE A BOARD MEMBER TO SERVE AS MODERATOR OF THE MEETING>**.
- 6.2 BOARD MEMBERS WISHING TO SPEAK. Members shall first obtain the approval of the chair, and each person who speaks shall address the chair. Other persons at the meeting shall not speak unless recognized by the chair.
- 6.3 PUBLIC COMMENT. Members of the public shall have an opportunity, under Public Comment, to address the board **ONE TIME** for up to five (5) minutes. The time limit for comments may be reduced at the discretion of the moderator depending on the expected number of speakers and the remaining Agenda items to be addressed within the time left for the meeting under Rule 2.4, which will be announced at the beginning of public comment. If physically able, persons wishing

comes to the meeting for that purpose at the meeting moderator's request.

4d  
~~6.6 ELECTRONIC ATTENDANCE BY MEMBERS. No more than two (2) members may participate by electronic means so long as at least three (3) members are physically present at the meeting site. Members attending electronically shall be allowed, unless otherwise provided by law, to fully participate in the meeting the same as those physically present including, but not limited to voting. Members attending electronically shall comply with the Michigan Open Meetings Act, regardless of their location.~~

## 7. RECORD OF MEETINGS/PROCEEDINGS

7.1 CLERK RESPONSIBILITY. The Township Clerk or designee shall be responsible for maintaining the official record and minutes of each meeting of the Board. The minutes shall include all the actions of the Board with respect to motions. The record shall include the names of the mover and seconder and the vote of the Board. The record shall also state whether the vote was by voice vote or by roll call, and when by roll call, the record shall show the yes, no, or abstention of each member.

The Clerk shall maintain in the office of the Clerk copies of each Resolution and Ordinance or other matter acted upon by the Board. The official minutes, however, may refer to those matters by an identifying number or title descriptive of the Ordinance, Resolution, or other matter.

7.2 RECORD OF DISCUSSION. The Clerk shall not be responsible for maintaining a written record or summary written record of the discussion or comments of the Board members or members of the public. The Clerk may make notes either in writing or electronically to assist in preparing the meeting proceedings required by law. Such notes shall be retained until the records are approved at a subsequent meeting

7.3 PUBLIC ACCESS TO MEETING RECORDS. The Clerk shall make available to members of the public the records and minutes of Board meetings in accordance with the Open Meetings Act and Freedom of Information Act. Proposed Minutes prepared by the Clerk, but not approved by the Board, shall be available for public inspection not more than eight (8) business days following the meeting. Minutes of regular and special Board meetings shall be reviewed and approved no later than the Board's next regular meeting. Minutes approved by the Board shall be available within five (5) business days of the meeting at which they were approved. The Clerk shall also promptly post the proposed and approved minutes to the Township website.

7.4 PUBLICATION OF PROCEEDINGS. The Clerk shall be responsible for publication of the proceedings of the Board as required by law.

7.5 RECORDING OF MEETINGS. As provided in the Open Meetings Act, any person with a right to attend a meeting has a right to make video



5a

TO: Marshall Township Board Members

RE: Front Desk position

I am recommending we employ Carl Fowler who currently serves as our Assistant Assessor to staff the front desk operations. I have attached an updated proposed job description.

Carl, in addition to his serving as Assistant Assessor to Assessor Dan Slone in several townships, also serves as permit officer in Convis Township and Ordinance Enforcement Officer in another township. He is familiar with permit and zoning matters.

Under this proposal Carl will serve as Permit Officer with responsibility for issuing permits without need for further review and will serve as an Assistant Zoning Administrator, which will provide us with back-up on zoning matters.

Carl's hours would be 8:45 until 3:30 p.m. Monday through Thursday. Public office hours will resume as Monday through Wednesday 9 a.m. until 3:30 p.m. This gives him Thursdays to catch up on paperwork and handle any township appointments he needs to conduct.

I have discussed terms of possible employment with Carl, and we arrived at the terms contained in the proposed motion below.

Should you have any questions let me know.

PROPOSED MOTION:

→ "Adopt the job description for Township Office Manager and authorize hiring Carl Fowler as Township Office Manager effective 9-1-23 subject to the following: 1) Duties as described in the job description; 2) monthly salary of \$3,167; 3) work hours of 8:45 a.m. until 3:30 p.m. Monday through Thursday with 30-minute lunch break; 4) federal and state recognized holidays off with 12 workdays paid vacation annually."

  
Jeff Albaugh, Township Clerk

August 16, 2023

**MARSHALL TOWNSHIP**

**JOB DESCRIPTION**

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**JOB TITLE:** Office Manager

**REPORTS TO:** Township Clerk. Also reports to the Township Treasurer on matters concerning tax collection and revenue receipting and Zoning Administrator as to matters on Zoning.

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**SUMMARY**

Under the general supervision of the Township Clerk, performs a variety of office tasks. Activities include but are not limited to: receiving and receipting tax and other township revenue; assists public with building and other township permit applications and matters including billing, and tracking; acts as Township Permit Officer; serves as assistant Zoning Administrator; processes incoming mail; assists public with email, in person and telephone inquiries; assists the Clerk with Freedom of Information Act Inquiries; and assists Clerk and Treasurer as may assigned.

**PRINCIPAL DUTIES AND RESPONSIBILITIES**

*(An \* denotes duties or responsibilities judged to be "essential job functions" in terms of the Americans with Disabilities Act or ADA)*

- Receive, open, and distribute incoming mail. \*
- Assist the Township Clerk with election, Freedom of Information Act requests and other related functions as may be assigned by the Clerk. \*
- Assists the Township Treasurer by acting as a designee to receive and receipt tax and other township payments. \*
- Provides information via telephone, email and at the counter to the public on various township services and related matters. \*
- Assists the public with completion of building permits as needed. Acts as Township Permit Officer with issuance of permits, coordinating as needed with the Zoning Administrator. Maintains inspector payroll voucher system and completes monthly payroll voucher for each inspector. \*
- Acts as Assistant Zoning Administrator with routine functions as may be assigned which may include processing of public notices, meeting notices and agendas. \*

- May perform a variety of other tasks as directed by the Clerk or Treasurer.

***The above statements are intended to describe the general nature and level of work being performed by a person in this position. They are not to be construed as an exhaustive list of all duties that may be performed by such a person.***

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## QUALIFICATIONS

1. A minimum of two years of experience in an office or clerical environment, preferably in a governmental agency or related setting.
  2. High school diploma required, some college or Associates degree preferred.
  3. Computer skills in operating a PC and use of Microsoft Office 365, WORD, and EXCEL applications. Must also become proficient in use of other software applications needed to perform assigned tasks.
  4. People skills necessary to provide courteous and accurate information in responses to the public.
  5. Highly organized with strong record-keeping experience.
  6. Proficient in the use of the English language including grammar, spelling and punctuation.
  7. Ability to manage simultaneous projects requiring concentration and diligence with frequent distractions due to people and/or telephone calls.
  8. Ability to manage pressures related to meeting deadlines and fulfilling scheduling requirements.
- 

***The qualifications listed above are guidelines for selection purposes; alternative qualifications may be substituted if sufficient to perform the duties of the job.***

**Dated:** August 21, 2023

7



AT&T Michigan  
Angela Wesson  
METRO Act Administrator  
54 N. Mill Street  
Mailbox #30  
Pontiac, MI 48342

July 1, 2023

Marshall Township Clerk  
13551 Myron Avery Dr  
Marshall, MI 49068

**METRO ACT RIGHT OF WAY PERMIT EXTENSION**

Dear Marshall Township Clerk,

This is a letter agreement which extends the existing METRO Act Permit issued by the Marshall Township/Calhoun County to Michigan Bell Telephone Company d/b/a AT&T Michigan ("AT&T") which expires on December 31, 2023. The extension is for a term to end on December 31, 2028.

If this is agreeable, please sign both copies of the extension letter agreement in the place provided below and return to AT&T Michigan at the address on this letterhead. Upon receipt AT&T will acknowledge and return one copy for your files.

Additional information regarding this renewal request may be found at <http://www.michigan.gov/mpsc>. Please click on Regulatory Information, Telecommunications, and METRO Act/Right of Way.

We would appreciate return of the signed copies within 30 days of receiving this request. Your cooperation is appreciated.

If you have any questions feel free to contact Ms. Angela Wesson via e-mail, [AD3245@att.com](mailto:AD3245@att.com) or 248-877-9518.

Agreed to by and on behalf of the  
Marshall Township Clerk

**Michigan Bell Telephone Company d/b/a**  
AT&T acknowledges receipt of this  
Permit Extension granted by the municipality.

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Angela Wesson

Its: \_\_\_\_\_

Its: METRO Act Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

9a

MARSHALL TOWNSHIP  
CALHOUN COUNTY, MICHIGAN

ORDINANCE NO. 2023-01

ADOPTED: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_

An Ordinance to establish fees for certain Township fire and emergency services runs for more than three false alarms in a year, downed power lines and illegal or unauthorized burning; to provide methods for the collection of such fees; and to repeal all ordinances or parts of ordinances in conflict herewith.

THE TOWNSHIP OF MARSHALL  
CALHOUN COUNTY, MICHIGAN

ORDAINS:

SECTION I  
TITLE

This Ordinance shall be entitled the "Marshall Township Downed Power Line, Unauthorized Burning and False Alarm Cost Recovery Ordinance".

SECTION II  
PURPOSE

This Ordinance is adopted for the purpose of partially recovering costs expended by the Township in responding to false alarms, unauthorized or illegal burning and downed power lines from the party(ies) responsible on whose behalf the services were rendered.

SECTION III  
FIRE AND EMERGENCY SERVICES FEE

A recipient or beneficiary of either of the enumerated fire emergency services set forth in Section IV of this Ordinance rendered in Marshall Township by or on behalf of the Marshall Township Fire Department(hereinafter "Fire Department") shall be responsible for payment to Marshall Township of a services fee for the actual cost of providing such service in accordance with the provisions of this Ordinance, including, but not limited to, costs incurred for incident abatement, mitigation, clean-up, mutual aid, and stand-by service for the scene or incident. Such costs shall include, but are not limited to:

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- A. All personnel costs of all personnel attending on behalf of and with the authority of the Township including their current hourly rate, fringe benefits, and salary apportioned to the length of time in attendance, calculated commencing after receipt of the signal to respond and continuing for each personnel until those personnel has concluded his or her incident-related responsibilities.
- B. The equipment costs of all equipment attending as established by an itemized resolution of the Township Board setting forth the costs attributable to each piece of Township equipment which might be involved in such a response. This resolution may be amended from time to time to reflect changes in equipment, inflation factors, and accounting records of past occurrences.
- C. Additional charges imposed by any other local, state, or federal government entities, related to the incident.
- D. Administrative costs incurred in accounting for all expenditures and for billing and collection of such expenditures, which shall not exceed 25% of the foregoing costs.

**SECTION IV**  
**COSTS IMPOSED FOR FALSE ALARMS, ILLEGAL OR UNAUTHORIZED BURNING AND DOWNED**  
**POWER LINES RESPONSES**

A fire and emergency services fee calculated in accordance with Section III of this Ordinance shall be imposed for Fire Department and emergency services rendered, including stand-by services, in response to the following types of emergency incidents causing attendance of Fire Department personnel and/or equipment:

- A. False alarm (i.e., an emergency services call to a site when no actual emergency exists), if there have been three (3) or more prior false alarm calls to the same property within the past year.
- B. An incident involving downed power lines. Emergency service personnel-related charges for this type of incident shall commence after the first hour the Fire Department has responded to the incident and shall continue until all Township personnel have concluded personnel-related responsibilities.
- C. An incident involving unauthorized or illegal burning for which the Fire Chief or designee has issued a civil infraction or commenced legal action.

**SECTION V**  
**BILLING PROCEDURES**

Following the conclusion of an incident identified in Section IV herein, the Marshall Township Fire Chief and/or designee shall submit a detailed listing of all known chargeable

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expenses to the Township Clerk, who shall prepare an invoice to the responsible party(ies) for payment. The Clerk's invoice shall demand full payment within forty-five (45) days of receipt of the bill. Any additional expenses that become known to the Marshall Township Fire Chief following the transmittal of the bill to the responsible party(ies) shall be billed in the same manner on a subsequent bill to the responsible party(ies). For any amounts due that remain unpaid after forty-five (45) days, the Township shall impose a late charge of one percent (1%) per month or fraction thereof.

A "responsible party" shall be defined for purposes of this Ordinance as any individual, corporation, association, partnership, joint venture, or other legal entity that

- (1) Owns, leases or is in control of a property for which more than 3 false alarm calls have been made in a calendar year; or
- (2) makes more than 3 false alarm calls in a calendar year from a particular property; or
- (3) is the party in control of or owns the downed power line; or
- (4) permits, undertakes and/or causes unauthorized or unlawful burning.

#### SECTION VI VIOLATION AND SANCTIONS

Any person or entity who neglects or refuses to pay the foregoing fire and emergency services fee within forty-five (45) days of the billing for the same shall be deemed to have committed a municipal civil infraction as defined by Michigan statute and shall be punished by a civil fine in addition to the payment of the required fee in accordance with the following schedule:

\$100.00 for each day that the aforesaid fee remains unpaid after the due date thereof but not to exceed \$500.

Additionally, the violator shall pay costs which may include all expenses direct and indirect which the Township of Marshall has incurred in connection with the municipal civil infraction. In no case, however, shall costs of less than \$10.00 be ordered.

In addition to the above, the Township may pursue any other remedy, or may institute any appropriate action or proceeding, in a court of competent jurisdiction to collect fees imposed under this Ordinance. The recovery of fees imposed under this Ordinance does not limit the further liability of responsible parties under local ordinance or state or federal law, rule, or regulation.

#### SECTION VII SEVERABILITY

Should any provision or part of the within Ordinance be declared by any court of competent jurisdiction to be invalid or unenforceable, the same shall not affect the enforceability of the balance of this Ordinance which shall remain in full force and effect.

gd

SECTION VIII  
REPEAL

All ordinances or parts of ordinances in conflict herewith are hereby repealed. This Ordinance shall be deemed supplementary to the Marshall Township Hazardous Materials Cost Recovery Ordinance.

SECTION XII  
EFFECTIVE DATE

This Ordinance shall take effect 30 days after publication of a summary hereof, after adoption.

Marshall Township  
Calhoun County MI  
Jeffrey Albaugh, Clerk  
13551 Myron Avery Dr.  
Marshall, MI 49068  
269-781-7976  
[www.marshalltwp.org](http://www.marshalltwp.org)  
[jeff@marshalltownship.org](mailto:jeff@marshalltownship.org)



10a

MARSHALL TOWNSHIP  
CALHOUN COUNTY, MICHIGAN

ORDINANCE NO. 2023-02

ADOPTED: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_

An Ordinance to define "hazardous materials," to provide for the imposition and collection of charges for emergency response to the release of hazardous materials; to repeal all ordinances or parts of ordinances in conflict herewith; and to provide an effective date.

THE TOWNSHIP OF MARSHALL  
CALHOUN COUNTY, MICHIGAN

ORDAINS:

SECTION I  
TITLE

This Ordinance shall be entitled the "Hazardous Materials Cost Recovery Ordinance."

SECTION II  
PURPOSE

The purpose of this Ordinance to provide for the defraying of a portion of expenses of the Township resulting from the Township response with emergency equipment and personnel to a hazardous materials accident or incident involving the release or threatened release of hazardous materials into the environment which requires emergency attention to protect the health, safety, and general welfare of the public.

SECTION III  
DEFINITIONS

- A. **"Hazardous Materials."** For purposes of this Ordinance, "hazardous materials" means explosives, pyrotechnics, flammable gas, flammable compressed gas, non-flammable compressed gas, flammable liquid, combustible liquid, oxidizing material, poisonous gas, poisonous liquid, irritating material, etiologic material, radioactive material, corrosive material, liquified petroleum gas, and other materials customarily considered dangerous to living beings or contaminating to the environment.

- B. **Release.** For purposes of this Ordinance "release" includes any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injunction, leaching, dumping or disposition of hazardous materials into the environment.
- C. **Threatened Release.** For purposes of this Ordinance means and imminent or likely release of hazardous materials into the environment.
- D. **Responsible Party.** A "responsible party" is any individual, firm, corporation, association, partnership, commercial entity, consortium, joint venture, government entity or and other legal entity that causes a release of a hazardous material, or whose action threatens such release; or who is an owner, tenant, occupant or party in control of property onto which or from which hazardous materials are released or threatened to be released.

**SECTION IV**  
**CHARGES IMPOSED ON RESPONSIBLE PARTY**

Where the Township fire department responds to a release or threatened release of hazardous materials, the responsible party or parties shall be liable to the Township for the following costs incident to such Township response:

- A. All personnel costs of all personnel attending on behalf of and with the authority of the Township including their current hourly rate, fringe benefits, and salary apportioned to the length of time in attendance, calculated commencing one hour after receipt of the signal to respond and continuing for each personnel until that personnel has concluded his or her incident related responsibilities.
- B. The equipment costs of all equipment attending as established by an itemized resolution of the Township Board setting forth the costs attributable to each piece of Township equipment which might be involved in such a response. This resolution may be amended from time to time to reflect changes in equipment, inflation factors, and accounting records of past occurrences.
- C. Other expenses incurred by the Township including but not limited to rental or purchase of additional machinery or equipment, retention of consultants, medical or hospitalization costs, replacement costs relating to disposable, personnel protective equipment required to be disposed of, extinguishing chemicals, supplies and water purchased from water systems, and meals and refreshments for emergency personnel while responding to the hazardous materials incident.
- D. Additional charges imposed by any other local, state, or federal government entities, related to the incident.
- E. Administrative costs incurred in accounting for all expenditures and for billing and collection of such expenditures which shall not exceed 25 percent of the foregoing costs.

**SECTION V**  
**BILLING PROCEDURE**

Following the conclusion of the hazardous materials incident, the Marshall Township Fire Chief shall submit a detailed listing of all known expenses to the Township Clerk, who shall prepare an invoice for the responsible party(ies) for payment. The Clerk's invoice shall demand full payment within forty-five (45) days of receipt of the bill. Any additional expenses that become known to the Marshall Fire Chief following the transmittal of the bill to the responsible party(ies) shall be billed in the same manner on a subsequent bill to the responsible party(ies). For any amounts due that remain unpaid after forty-five (45) days, the Township shall impose a late charge of one percent (1%) per month or fraction thereof.

**SECTION VI**  
**NON-EXCLUSIVE CHARGES**

The foregoing rates and charges shall not be exclusive of other charges that may be made by the Township for the costs and expense of maintaining a fire department but shall only be supplemental thereto.

**SECTION VII**  
**VIOLATION AND SANCTIONS**

Any person or entity who neglects or refuses to pay the foregoing hazardous materials response fee within forty-five (45) days of the billing for the same shall be deemed to have committed a municipal civil infraction as defined by Michigan statute and shall be punished by a civil fine in addition to the payment of the required fee in accordance with the following schedule:

\$100.00 for each day that the aforesaid fee remains unpaid after the due date thereof but not to exceed \$500.

Additionally, the violator shall pay costs which may include all expenses direct and indirect which the Township of Marshall has incurred in connection with the municipal civil infraction. In no case, however, shall costs of less than \$10.00 be ordered.

In addition to the above, the Township may pursue any other remedy, or may institute any appropriate action or proceeding, in a court of competent jurisdiction to collect fees imposed under this Ordinance. The recovery of fees imposed under this Ordinance does not limit the further liability of responsible parties under local ordinance or state or federal law, rule, or regulation.

**SECTION VIII**  
**SEVERABILITY**

Should any provision or part of the within Ordinance be declared by any court of competent jurisdiction to be invalid or unenforceable, the same shall not affect the enforceability of the balance of this Ordinance which shall remain in full force and effect.

**SECTION IX**  
**REPEAL AND SAVINGS CLAUSE**

- A. **Repeal.** All ordinances or parts of ordinances in conflict herewith are hereby repealed. The Township’s Hazardous Spills Expense Recovery Ordinance adopted on November 19, 2001, is repealed. Marshall Township Ordinance No. 2005-1 “Fire Run Charges and Hazardous Materials Cost Recovery Ordinance” is hereby repealed.
- B. **Savings.** Any efforts by the Township to collect emergency services fees that were underway prior to effective date of this Ordinance repealing the Marshall Township Fire and Emergency Services Fee Ordinance are retained and may be continued through and to its natural conclusion as if the Ordinance had not been repealed. Commencing on the effective date and henceforth, the Township of Marshall will no longer charge or collect an emergency services fee Ordinance.

**SECTION X**  
**EFFECTIVE DATE**

This Ordinance shall take effect 30 days after publication of a summary hereof after adoption.

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 Calhoun County, Michigan  
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