

Speaker Township
Special Meeting
November 28, 2023

Meeting at Speaker Township Hall at 7630 Brockway Road, Melvin, Michigan called to order by Maitland at 7:01 pm, followed by the Pledge of Allegiance by all present.

	Maitland	Stevens	Brown	Risdon	Moss
Members Present	√	√	√	√	√

Also Present: Deputy Clerk, Shelley O'Brien, Brian Garner, Public

Motion	Description	Made By	2 nd By	Disposition	Maitland	Stevens	Brown	Risdon	Moss
23-11-28-1	Motion to add to the agenda appointing a trustee to the Zoning Board of Appeals	Maitland	Moss	MC		Unanimous			
23-11-28-2	Motion to add to the agenda appointing a trustee to the Planning Commission	Maitland	Risdon	MC		Unanimous			
23-11-28-3	Motion to add to the agenda hiring Bill McLarty as custodian and key holder.	Maitland	Stevens	MC		Unanimous			
23-11-28-4	Motion to hear opinion letter from lawyer, Garner	Maitland	No 2nd						
23-11-28-5	Motion to approve the amended agenda	Maitland	Moss	MC		Unanimous			
23-11-28-6	Motion to place a moratorium on the wind ordinance for 6 months.	Risdon	Stevens	NO VOTE decision to amend motion by Risdon & 2 nd by Stevens. Amended Motion is 23-11-28-7					
23-11-28-7	Motion on the processing of any applications under the wind ordinance for a moratorium for 6 months for a regulatory ordinance for the health, safety and well-being of the public to allow time for the following specific concerns to be addressed in the zoning ordinance: 1. setback should be from property lines, not	Risdon	Stevens	MC	Nay	Aye	Aye	Aye	Aye

	<p>dwelling</p> <p>2. safety manuals provided to us, including annual maintenance updates and inspections</p> <p>3. further information on the safety of ice throws</p> <p>4. concerns regarding ground water contamination</p> <p>5. sound issues and concerns</p> <p>6. flicker issues and concerns</p> <p>7. Is there a secondary safety containment in place?</p> <p>8. Any and all health, safety, and well-being concerns brought by the citizens of Speaker Township</p>	Moss	Stevens	MC	Nay	Aye	Aye	Aye
23-11-28-8	Motion to hire Michael Homier of Foster Swift	Moss	Stevens	MC				Unanimous
23-11-28-9	Motion to review and revise the current conflict of interest ordinance and bylaw and any other issues that may arise relating to the election of new township officials	Moss	Stevens	MC				Unanimous
23-11-28-10	Motion to add Rochelle Stevens (Treasurer), Michelle Brown (Clerk), and Shelly O'Brien (Deputy Clerk) to all financial accounts at all institutions, and to remove Dawn Cubitt (Clerk), Tracy Sheldon (Treasurer), Debbie Wolf (Deputy Treasurer), and Debbie Kesteloot (Deputy Clerk) from all financial accounts.	Stevens	Risdon	MC				Unanimous
23-11-28-11	Motion for supervisor to send a letter to all former officers requesting that they return all documentation to the township hall	Maitland	Stevens	MC				Unanimous
23-11-28-12	Motion to purchase the "Red Book" and also order job specific MTA books for the clerk, treasurer, trustees, and supervisor	Risdon	Stevens	MC				Unanimous
23-11-28-13	Motion to add verbiage to the letter to the	Maitland	Stevens	MC				Unanimous

	former officials (23-11-28-11) to make any arrangements to forward mail as necessary to the hall					
23-11-28-14	Motion to appoint Fred Moss to the Board of Appeals	Maitland	Brown	MC		Unanimous
23-11-28-15	Motion to appoint Jeremie Risdon to the Planning Commission	Maitland	Stevens	MC		Unanimous
23-11-28-16	Motion to hire Bill McLarty to be custodian and key holder temporarily	Maitland	Risdon	MC		Unanimous
23-11-28-17	Motion to adjourn at 9:22pm	Maitland	Risdon	MC		Unanimous

MC - Motion Carried

Respectfully Submitted,



Michelle L Brown
Speaker Township Clerk

Lansing

313 S. Washington Square
Lansing MI 48933

Detroit

333 W. Fort Street – Suite 1400
Detroit MI 48226

Walter S. Foster

1878-1961

Richard B. Foster

1908-1996

Theodore W. Swift

1928-2000

John L. Collins

1926-2001

Webb A. Smith - *Retired*

Charles A. Janssen

Charles E. Barbieri

Scott L. Mandel

Michael D. Sanders

Brent A. Titus

Brian G. Goodenough

Matt G. Hrebee

Deanna Swisher

Thomas R. Meagher

Douglas A. Mielock

Scott A. Chernich

Paul J. Millenbach

Dirk H. Beckwith

Brian J. Renaud

Lynwood P. VandenBosch

Lawrence Korolewicz

James B. Doezema

Anne M. Seurynck

Michael D. Homier

Scott H. Hogan

Richard C. Kraus

Southfield

28411 Northwestern Highway – Suite 500
Southfield MI 48034

Holland

151 Central Avenue – Suite 260
Holland MI 49423

Benjamin J. Price

Michael R. Blum

Jonathan J. David

Andrew C. Vredenburg

Julie I. Fershtman

Todd W. Hoppe

Jennifer B. Van Regenmorter

Thomas R. TerMaat

Frederick D. Dilley

David R. Russell

Joel C. Farrar

Laura J. Genovich

Karl W. Butterer, Jr.

Mindi M. Johnson

Ray H. Littleton, II

Jack L. Van Coevering

Anna K. Gibson

Nicholas M. Oertel

Alicia W. Birach

Adam A. Fadly

Michael J. Liddane

Ryan E. Lamb

Clifford L. Hammond

Matthew S. Fedor

Andrea Badalucco

Stefania Gismondi

Leslie A. Abdo

Julie L. Hamlet

Michael C. Zahrt

Mark T. Koerner

Warren H. Krueger, III

Taylor A. Gast

Rachel G. Olney

Mark J. DeLuca

Thomas K. Dillon

Robert A. Hamor

Jacquelyn A. Dupler

Stephen W. Smith

Sarah J. Gabis

Amanda Afion Martin

Steven J. Tjapkes

Daniel S. Zick

Scott R. Forbush

Alexander S. Rusek

Benjamin R. Judd

Erica E.L. Huddas

Jennifer L. Montasir

Bryan Cermak

Grand Rapids

1700 E. Beltline NE – Suite 200
Grand Rapids MI 49525

St. Joseph

800 Ship Street – Suite 105
St. Joseph MI 49085

Michael A. Cassar

Hilary J. McDaniel Stafford

Emily R. Wisniewski

Amanda J. Dernovshek

Brandon M. H. Schumacher

Alaina M. Nelson

Sydney T. Steele

Anthony M. Dalimonte

Jim W. Scales

Benjamin C. Dilley

Toi J. Thomas

Nicholas J. Stock, II

Keith T. Brown

Mallory E. Reader

Writer's Direct Phone: 616.726.2230

Fax: 517.367.7120

Reply To: Grand Rapids

Email: MHomier@fosterswift.com

November 13, 2023

Michelle Brown – Township Clerk Elect
Speaker Township
7630 N. Brockway Rd (M-19)
Melvin, MI 48454

Via Email: speakertownshipsupervisor@gmail.com

Re: Engagement Agreement

Dear Ms. Brown;

We are pleased the Speaker Township (the "Township") has considered engaging Foster Swift (the "Firm") as the Township's attorney. It is customary in the legal profession to initiate a relationship between an attorney and client through an engagement letter. This engagement letter will serve as an agreement about the nature and scope of our relationship with the Township.

Our services to the Township will be billed on the basis of hourly rates for the time incurred. Hourly rates differ between attorneys and subject matter but are generally in the range of \$245 per hour to \$550 per hour. My standard hourly rate is \$485 per hour. However, we are sensitive to governmental budgets and offer our municipal clients a substantial reduction for public work. **Thus, the hourly rate for g services provided to the Township will be capped at \$275 per hour, meaning that regardless of the attorney working on matters, the Township will never be billed more than \$275 per hour.** This rate will apply to future legal work performed for the Township beyond this matter unless otherwise agreed upon.

The hourly rate for legal services we provide to the Township will remain in effect until December 31, 2023, after which the Firm may adjust its rate annually, but not by more than 5% unless otherwise agreed upon. The Township will also be billed for photocopies and other out-of-pocket expenses by the Firm on

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the Township's behalf. The costs and attorney fees will be billed monthly. **Our invoices will be sent by e-mail, unless you direct us to send them in some other fashion.** If an invoice is not timely paid, a late charge may be added to any portion not paid within thirty (30) days. The late charge will be computed at the rate of .58% per month (7% annual) starting thirty (30) days after the date of the invoice.

Based on the information you have provided, the Firm believes that its representation of the Township complies with the Michigan Rules of Professional Conduct. However, if we determine that a conflict of interest arises during this engagement, the Firm may take appropriate steps to remedy the conflict, including withdrawal.

Our responsibility in representing the Township is, of course, to do so in a manner that is consistent with the customary professional practices and requirements for handling the Township's legal matters. In turn, we will need the Township's full and timely cooperation. This will likely include providing us with various materials relating to the matters for which the Township is utilizing our services. Further, the Township agrees that our work may be authorized and directed by any individual, officer or agent of the Township, unless the Township advises us to the contrary in writing.

The Firm will pursue the Township's legal matters conscientiously and without delay, but with regard for the Firm's workload and the nature of the legal system. The Firm will keep the Township reasonably informed about the status of this matter and welcomes requests for information.

We intend to establish a mutually rewarding and enduring relationship with the Township as its legal counsel. Nevertheless, the Township is free to terminate our services at any time by written notice to us to that effect. We may also terminate our services to the Township, by written notice to the Township to that effect, if the Township unreasonably fails to cooperate with us, if our monthly statements are not paid in a timely manner, or if we determine that our continued representation of the Township would violate the rules of professional responsibility applicable to lawyers or would otherwise be impractical.

If the Township terminates our representation, the Firm will return to the Township any original materials in the Firm's files that belong to the Township. The Firm will dispose of its files (including the Firm's work product) related to Township matters as it sees fit.

This engagement letter is intended to govern all of the legal services that we may render to the Township unless and until the Firm and the Township mutually agree in writing to a different arrangement with respect to providing our legal services to the Township.

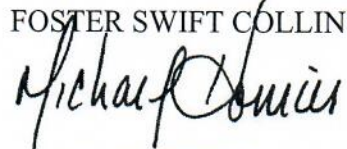
Should you have any questions, please do not hesitate to call us. If the Township agrees with the above, please execute this engagement letter at the bottom on behalf of the Township. We look forward to serving the Township of Isabella.

FOSTER SWIFT
FOSTER SWIFT COLLINS & SMITH PC | ATTORNEYS

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Sincerely,

FOSTER SWIFT COLLINS & SMITH PC



Michael D. Homier

MDH:jej

AGREED:

SPEAKER TOWNSHIP

By: _____

Dated: _____

Email Address for Invoices:

Additional Terms of Engagement

Scope of Engagement:

Our engagement is on behalf of the parties expressly named in our agreement. As way of example, our representation of an entity does not include a representation of the interests of the individuals that are directors, shareholders, or officers of that entity.

Cooperation:

You agree to fully, accurately, and truthfully disclose to us all facts that may be relevant to the matter or that we may otherwise request to keep us apprised of developments relating to the matter. You agree to cooperate fully with us in all matters related to the preparation and presentation of your claims. We will be relying on the completeness and accuracy of the information you provide when we perform our services.

No Promise or Guarantee of Results:

You agree that we have made no promises or guarantees regarding the outcome of your case. Either at the beginning or during the course of our representation, we may express our opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any attorney, employee, or agent of our firm is intended to be an expression of opinion only, based on information available to us at the time, and must not be construed by you as a promise or guarantee of any particular result. In addition, the advice, and communications we render on your behalf are not intended to be disseminated to or relied on by any other parties without our prior written consent.

Consultations with Internal and Outside Counsel to the Firm:

We represent a large number of clients on a wide variety of complex matters. In the course of our representation, we may consult with the firm's internal counsel with expertise in legal ethics issues and in the past have considered such consultations to be attorney-client privileged. Recent court rulings have indicated that in some circumstances such consultations may not be deemed privileged. Our firm believes that expert advice and analysis regarding legal ethics issues would positively benefit our clients.

You agree that if we determine during the course of the representation that it is either necessary or appropriate to consult with our firm's internal counsel or outside counsel to the firm, we have your consent to do so and that our representation of you shall not, thereby, waive any attorney-client privilege.

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E-mail Policy:

Our firm's attorneys, employees, and agents may utilize e-mail for communications in this matter unless you notify us, in writing, not to use this means of communication. Unless you request in writing that we encrypt out-going e-mail and we have agreed in writing to reasonable and mutually acceptable protocols, documents sent to you by e-mail will not be encrypted.

Our firm expends reasonable efforts to exclude any virus or other defect that might affect any computer or IT system from our e-mails and electronic documents. We do not accept liability for any loss or damage resulting from the use of commercial software, or the receipt or use of electronic communications from us containing a virus or defect that was not created by us.

Circular 230 Notices:

Congress has passed legislation imposing reporting requirements and penalties, which the IRS has implemented by amending Circular 230 and setting forth various rules about written tax advice. As a result, you may notice that we will often have a Circular 230 statement on written communications about reliance on what you receive.

Attorney's Lien:

All payments by way of recovery, award, judgment, or settlement to you from third parties shall be made jointly payable to you and us. If you obtain a monetary judgment or award, we shall have a lien on the proceeds to the extent of any of our unpaid fees, disbursements, or other charges.

Relationship Term:

When we have completed the specific professional legal services agreed to in this engagement, our attorney-client relationship shall end, regardless of the date you are billed or pay for our services.

Any agreement to provide non-professional services (facilities use, file storage, copies of old client files) does not revive the attorney-client relationship. The newsletters, e-mails, or other publications that we may occasionally send to you containing general updates on areas of the law of interest to you do not revive an attorney-client relationship.

Future Representation:

If our attorney-client relationship has ended, we have no obligation to represent you in connection with related matters unless we have agreed to do so in writing in our engagement agreement. Regardless of whether we are representing you in other matters, we have no duty to accept new engagements from you unless mutually agreed.