

MARSHALL TOWNSHIP REGULAR BOARD MEETING
February 20, 2023
Proposed Agenda

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

MOTION TO APPROVE AGENDA

AUDIENCE COMMENTS AND PUBLIC HEARINGS (combined)

Noticed public hearing for requested Public Act 425 Land Transfers by property owners, Gary Bauer/MAEDA, Andrew Lapp/MAEDA, Glotfelty/MAEDA, and Mumaw/Livingston/MAEDA.

REPORTS: 1) Permits Issued (to be furnished) 2) Fire Chief 3 Treasurer (to be furnished) 4) Solar Project (attached)

COMMUNICATIONS:

- Notice of March Board of Review Meetings (Place on file)
- Request of Marshall Firefighters' Ambulance Authority for new cot funding (Refer to 2023-24 Budget Consideration)

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

OLD BUSINESS

- 1) Minutes of January 16, 2023, Regular Meeting
- 2) Minutes of January 26, 2023, Special Meeting
- 3) Re-appointment of Susan George to the Fire Board for term ending 6-30-2028
- 4) Re-appointment of Joanne Davis to the Marshall District Library Board

NEW BUSINESS

- 1) Outstanding bills (to be provided)
- 2) Contract for Conditional Transfer of Property with City of Marshall requested by Gary Bauer/MAEDA (separate motion and vote)
- 3) Contract for Conditional Transfer of Property with City of Marshall requested by Andrew Lapp Living Trust/MAEDA (separate motion and vote)
- 4) Contract for Conditional Transfer of Property with City of Marshall requested by Phillip R. Glotfelty III Living Trust/MAEDA (separate motion and vote)
- 5) Contract for Conditional Transfer of Property with City of Marshall requested by Lowell Livingston Management Trust/MAEDA (separate motion and vote)
- 6) Calhoun County Parks Millage 2022 Allocation Report and 2023 Allocation Request
- 7) 2023-24 Township Wage schedule and employee pay ranges effective April 1, 2023 (attached) (4% cost of living adjustment)
- 8) Compensation resolution for office of Supervisor effective 4-1-23 (attached)
- 9) Compensation resolution for office of Clerk effective 4-1-23 (attached)
- 10) Compensation resolution for office of Treasurer effective 4-1-23 (attached)
- 11) Compensation resolution for office of Trustee effective 4-1-23 (attached)

Any other matters that may be properly brought before the Board.

DISCUSSION AND ROLL CALL VOTE

AUDIENCE COMMENTS

BOARD MEMBER COMMENTS

ADJOURNMENT Next regular meeting scheduled for March 20, 2023, 7 p.m.

**City of Marshall
and
Marshall Township
Public Hearing Notices**

The City of Marshall City Council and Marshall Township Board will hold Public Hearings to hear public comment regarding Public Act 425 Land Transfers for the following properties:

- PA 425 Land Transfer of Parcel ID#16-301-006-00 (Marshall, MI 49068) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID#16-290-024-00 (13024 C Dr N, Marshall, MI 49068) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID#16-320-012-00 (Marshall, MI 49068) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID#16-291-012-00 (13490 C Dr N, Marshall, MI 49068) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID#16-290-018-00 (13315 C Dr N, Marshall, MI 49068) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID#16-282-009-00 (C Dr N, Marshall, MI 49068) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID#16-272-009-00 (C Dr N, Marshall, MI 49068) from Marshall Township to City of Marshall
- PA 425 Land Transfer of Parcel ID#16-340-078-00 (15 Mile Rd, Marshall, MI 49068) from Marshall Township to City of Marshall

Public hearings to hear public comment will be held at the Marshall Township Hall and the City of Marshall, as follows:

- The regular meeting of the Board of Trustees of Marshall Township on February 20, 2023 at 7:00 p.m. at the Marshall Township Hall, located at 13551 Myron Avery Dr, Marshall, MI 49068.

Any interested person is invited to attend the meeting to be held as noticed above. The Marshall Township Hall is barrier free and accessible to those with special needs. If you are unable to attend, written comments concerning the proposed amendments received before the close of the public hearing will also be considered. Written response can be sent to or hand delivered to the attention of the Marshall Township Board, Township Clerk, located at 13551 Myron Avery Dr, Marshall, MI 49068. Individuals with disabilities requiring auxiliary aids or services should contact the office of the Township Clerk at least four (4) days prior to the hearing, phone: 269-781-7976.

- The regular meeting of the City of Marshall City Council on February 21, 2023 at 7:00 p.m. at the Marshall County Building, 315 West Green Street, Marshall, Michigan in the Board of Commissioners Chambers Room 3-C08.

Any interested person is invited to attend the meetings to be held as noticed above. The Marshall County Building is barrier free and accessible to those with special needs. If you are unable to attend, written comments concerning the proposed amendments received before the close of the public hearing will also be considered. Written response can be

sent to or hand delivered to the attention of the City of Marshall, City Clerk, located 323 W. Michigan Ave., Marshall, Michigan 49068. Please direct any questions to Derek Perry, 269-558-0315 or dperry@cityofmarshall.com.

The City of Marshall will provide necessary and reasonable auxiliary aids and services to individuals with disabilities at the hearing upon reasonable notice to the City Clerk of the need for the same. Individuals with disabilities requiring auxiliary aids or services should contact the office of the City Clerk at least four (4) days prior to the hearing. The City Clerk's Office can be reached at phone: 269-781-5183 or in-person at the location and times indicated below.

Copies of the Land Transfer requests may be obtained, inspected, or reviewed in the Office of the Marshall City Clerk, Monday-Friday, between the hours of 8:30AM-12:00PM and 1:00PM- 4:00PM. The Clerk's Office is located on the second floor of the Marshall City Hall, located at 323 West Michigan Avenue, Marshall, MI 49068.

MEMORANDUM

TO: Jeff Albaugh, Marshall Township Clerk
FROM: Roxanne Seeber, Township Attorney
DATE: February 10, 2023
RE: Megasite Properties Agreements

INTRODUCTION

In an email dated February 3, 2023, Jeff Albaugh of Marshall Township (“Township”) forwarded three documents for review. These are agreements between the City of Marshall and the Township for conditional transfer of property. Subsequently, a fourth document was submitted for similar review.

The Township board is scheduled to hold a public hearing on February 20, 2023 for purposes of considering approval of these four agreements.

OWNERS

Four separate property owners have initiated 425 transfers and the documents are nearly identical. Those owners are: Phyllis Mumaw and Lowell H. Livingston, Trustee of the Lowell H. Livingston Management Trust (owners); Gary Bauer (owner); Andrew S. Lapp, Jr. as trustee of the Andrew Lapp Living Trust (owner); Marlene Glotfelty, successor trustee of the Phillip R. Glotfelty, III Revocable Trust (owner); and the Marshall Area Economic Development Alliance (“MAEDA”). The applications are signed by both the current owner and the option holder, as future possible landowner.

AGREEMENTS

The four agreements all replicate the language of “Schedule C” of the Master Agreement.

The terms of the agreements are summarized as follows:

- Pursuant to Public Act 425 of 1984, the Township and City agree to the transfer of the properties from the Township to the City, provided that the owners and other users of the utilities bear the cost of extending them to the properties.

- The Transfer of such properties will occur on February 28, 2023. §3.
- The Township shall assess ad valorem taxes on properties for the year 2023. §5.
- For 2024 and 50 years after the furnishing of a certificate of occupancy for any construction or use of the properties, the City shall assess taxes. The City shall remit the Township certain millage (residential – 2; commercial – 4; industrial – 4) levied on the taxable value of the Property, subject to any subsequent adjustments resulting from tax appeals. §5.
- The failure of the City to share taxes shall be a breach of contract entitling the Township to terminate the agreement and pursue other remedies. §7.
- The two municipalities share the cost of tax abatements and share legal liability for any harm committed to third parties. §§8,9.
- Any conflict between these agreements and the Master 425 Agreement is resolved in favor of the latter unless expressly stated otherwise. §11.
- Sewer and water (utility) rates in the transferred areas will be the same as that billed to City properties.

CONCLUSION

The four agreements are consistent with the Master 425 Agreement and schedule "C" thereof; and may be approved by the Township Board.

**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, Gary Bauer, the owner of the property, joined by the Marshall Area Economic Development Authority as the buyer of the property, described on Schedule 1 attached hereto (“Property”) has 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 February 28, 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 (50th) 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 _____

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.

Notary Public, Calhoun County, MI

My commission expires _____

January 16, 2023

HAND DELIVERED

Mr. Derek Perry
City Manager
City of Marshall
323 W. Michigan Avenue
Marshall, Michigan 49068

RE: Request to Transfer Property to City of Marshall

Dear Mr. Perry:

I previously entered into a Commercial Real Estate Option Agreement ("Option") with the Marshall Area Economic Development Alliance ("MAEDA") for certain property located in Marshall Township and as described in the attached exhibit ("Property"). MAEDA has exercised the Option for the Property effective January 9, 2023, with an expected closing on or about February 7, 2023. As owner, joined by MAEDA as the buyer of the Property, I am hereby requesting that the Property be transferred into the City of Marshall pursuant to Public Act 425 so that services can be provided to the Property by the City of Marshall. MAEDA and I both request that this be placed on the agenda for the City Council as soon as possible and further that any approval of the transfer be made conditional on the completion of the sale and transfer of the Property from myself to MAEDA.

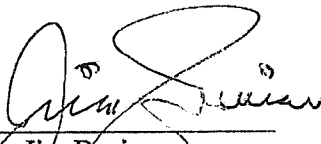
If any additional information is needed, please do not hesitate to contact either of us.

Respectfully submitted,

Marshall Area Economic
Development Alliance



Gary L. Bauer

By: 

Jim Durian
Its: Chief Executive Officer

Cc: Mr. David Bosserd – Marshall Township Supervisor
Mr. Bing Robinson – Representing Seller

**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, Andrew S. Lapp, Jr, trustee of the Andrew Lapp Living Trust, the owner of the property, joined by the Marshall Area Economic Development Authority as the buyer of the property, described on Schedule 1 attached hereto (“Property”) has 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 February 28, 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 (50th) 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 _____

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.

Notary Public, Calhoun County, MI

My commission expires _____

January 9, 2023

HAND DELIVERED

Mr. Derek Perry
City Manager
City of Marshall
323 W. Michigan Avenue
Marshall, Michigan 49068

RE: Request to Transfer Property to City of Marshall


Dear Mr. Perry:

As Trustee of the Andrew Lapp Jr. Living Trust, dated March 17, 2016, I previously entered into a Real Estate Option Agreement ("Option") with the Marshall Area Economic Development Alliance ("MAEDA") for certain property located in Marshall Township and as described in the enclosed survey ("Property"). MAEDA has exercised the Option for the Property with an expected closing date no later than February 28, 2023. As the owner of the Property, joined by MAEDA as the buyer of the Property, I am hereby requesting, and my request is effective subject to closing the sale of the Property to MAEDA, that the Property be transferred into the City of Marshall pursuant to Public Act 425 so that services can be provided to the Property by the City of Marshall. MAEDA and I both request that this be placed on the agenda for the City Council as soon as possible and further that any approval of the transfer be made conditional on the completion of the sale and transfer of the Property from the Trust to MAEDA.

If any additional information is needed, please do not hesitate to contact either of us.

Respectfully submitted,

Marshall Area Economic
Development Alliance



Andrew S. Lapp, Jr., trustee of the Andrew Lapp Jr
Living Trust, dated March 17, 2016

By: 
Jim Durian, CEO

Cc: Mr. David Bosserd – Marshall Township Supervisor
Mr. David Degraw

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

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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, Marlene J Glotfelty, successor trustee of the Phillip R. Glotfelty, III Revocable Trust, the owner of the property, joined by the Marshall Area Economic Development Authority as the buyer of the property, described on Schedule 1 attached hereto (“Property”) has 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.
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4. Following transfer, and during the term of this Agreement, the City shall have full jurisdiction over the property subject to the following limitations:

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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 (50th) 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.
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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.

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)

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.

Notary Public, Calhoun County, MI

My commission expires _____

January 20, 2023

HAND DELIVERED

Mr. Derek Perry
City Manager
City of Marshall
323 W. Michigan Avenue
Marshall, Michigan 49068

RE: Request to Transfer Property to City of Marshall

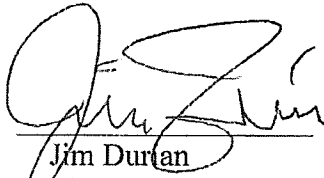
Dear Mr. Perry:

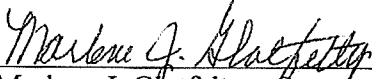
As the Successor Trustee for the Phillip R. Glotfelty, III Revocable Trust dated July 27, 2007 ("Trust"), I previously entered into a Real Estate Option Agreement ("Option") with the Marshall Area Economic Development Alliance ("MAEDA") for certain property located in Marshall Township and as described in the enclosed survey ("Property"). MAEDA has exercised the Option for the Property effective January 9, 2023, with an expected closing on or about February 7, 2023. As the Successor Trustee, joined by MAEDA as the buyer of the Property, I am hereby requesting that the Property be transferred into the City of Marshall pursuant to Public Act 425 so that services can be provided to the Property by the City of Marshall. MAEDA and I both request that this be placed on the agenda for the City Council as soon as possible and further that any approval of the transfer be made conditional on the completion of the sale and transfer of the Property from the Trust to MAEDA.

If any additional information is needed, please do not hesitate to contact either of us.

Respectfully submitted,

Marshall Area Economic
Development Alliance

By: 
Jim Duran
Its: Chief Executive Officer


Marlene J. Glotfelty – Successor Trustee
Phillip R. Glotfelty, III Revocable Trust
Dated July 27, 2007

Cc: Mr. David Bosserd – Marshall Township Supervisor
Mr. Fred Rolf – Attorney for Seller

**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 Phyllis Mumaw and Lowell H. Livingston, Trustee of the Lowell H. Livingston Management Trust, the owner of the property, joined by the Marshall Area Economic Development Authority as the buyer of the property, described on Schedule 1 attached hereto (“Property”) has 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 February 28, 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 (50th) 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 _____

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.

Notary Public, Calhoun County, MI

My commission expires _____

SURVEY SKETCH

SURVEY SKETCH OF A PARCELS OF LAND IN THE NW 1/4 OF SECTION 34, T2S, R6W, TOWNSHIP OF MARSHALL, CALHOUN COUNTY, MICHIGAN



LEGAL DESCRIPTION

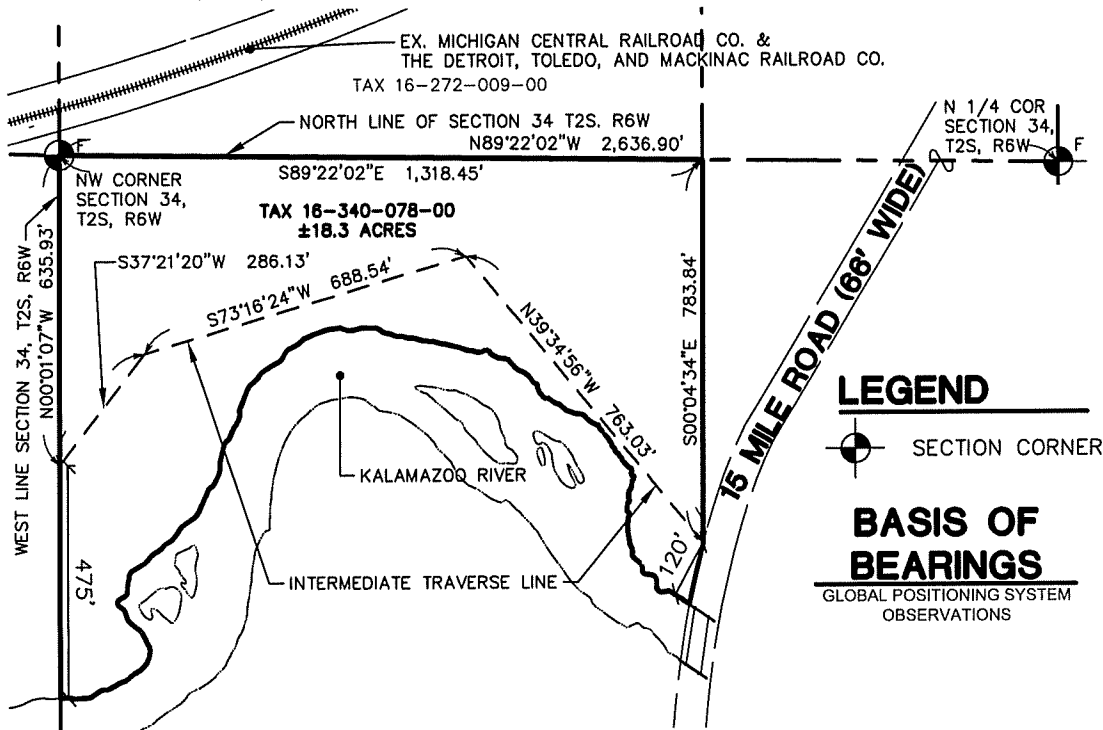
(PER CHICAGO TITLE INSURANCE COMPANY TITLE COMMITMENT NO. 131195426CTM, DATED: 12/08/2022)

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

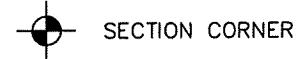
THE NORTH FRACTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWN 2 SOUTH, RANGE 6 WEST, BEING THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34 LYING WESTERLY OF THE HIGHWAY AND NORTH OF THE RIVER

EXCEPTIONS

13. TERMS, COVENANTS, AND CONDITIONS OF QUIT CLAIM DEED SET FORTH AS LIBER 4079, PAGE 725.
14. TERMS, COVENANTS, AND CONDITIONS OF NOTICE OF CLAIM OF INTERESTS IN OIL AND GAS SET FORTH AS LIBER 1515, PAGE 488.
15. TERMS, COVENANTS, AND CONDITIONS OF AFFIDAVIT ATTESTING THAT QUALIFIED AGRICULTURAL PROPERTY OR QUALIFIED FOREST SHALL REMAIN QUALIFIED AGRICULTURAL PROPERTY SET FORTH AS LIBER 4016, PAGE 90.
16. TERMS, COVENANTS, AND CONDITIONS OF ACCESS EASEMENT AGREEMENT SET FORTH AS LIBER 4079, PAGE 729. (DOES NOT AFFECT SUBJECT PARCEL)
17. TERMS, COVENANTS, AND CONDITIONS OF MEMORANDUM OF OPTION SET FORTH AS LIBER 4655, PAGE 0663.
19. RIGHTS OF THE PUBLIC TO ANY PORTION OF THE LAND LYING WITHIN THE BOUNDS OF ANY STREET, ROAD, ALLEY OR HIGHWAY.
20. THE NATURE, EXTENT OR LACK OF RIPARIAN RIGHTS OR THE RIPARIAN RIGHTS OF RIPARIAN OWNERS AND THE PUBLIC IN AND TO THE USE OF WATERS OF KALAMAZOO RIVER.
21. RIGHTS, IF ANY, OF RIPARIAN OWNERS AND THE PUBLIC TO USE THE SURFACE, SUBSURFACE AND BED OF THE ADJOINING LAKE/RIVER/CREEK FOR PURPOSES OF NAVIGATION AND RECREATION.




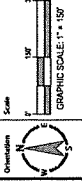
LEGEND



BASIS OF BEARINGS

GLOBAL POSITIONING SYSTEM
OBSERVATIONS

CLIENT: CALHOUN COUNTY	DATE: 2/3/2023
JOB NO.: 22367	SHEET 1 OF 1
SECTION: 34 TOWN: 2S RANGE: 6W	SCALE: 1in. = 300 ft.
TOWNSHIP OF MARSHALL	BOOK:
CALHOUN COUNTY, MICHIGAN	BY: SSH
 <p>MIDWESTERN CONSULTING</p> <p>3815 Plaza Drive Ann Arbor, Michigan 48108 (734) 995-0200 • www.midwesternconsulting.com Land Development • Land Survey • Institutional • Municipal Wireless Communications • Transportation • Landfill Services</p>	



Project: MARSHALL MICHIGAN MEGASTE

Project Location: MARSHALL TOWNSHIP, CALHOUN COUNTY, MI

Sheet Name: ALTAIRSPS LAND TITLE SURVEY

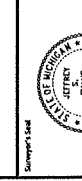


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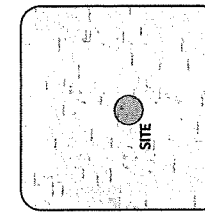
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EXISTING LEGEND: Includes symbols for utility lines, easements, and other features.

Notes regarding the survey and the information provided on the map.

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LEGAL DESCRIPTION FOR PARCEL ID 13-16-272-009-00: PER CHICAGO TITLE INSURANCE COMPANY COMMITMENT FILE NO. 1311764247CV...

SCHEDULE B IF EXCEPTIONS: 1. THE LEGAL DESCRIPTION OF THE LAND DESCRIBED IN THIS INSTRUMENT...

2. THE ACCURACY OF ANY SURVEY DATA OR RECORDS SHOWN ON THIS INSTRUMENT...

3. THE ACCURACY OF ANY SURVEY DATA OR RECORDS SHOWN ON THIS INSTRUMENT...

4. THE ACCURACY OF ANY SURVEY DATA OR RECORDS SHOWN ON THIS INSTRUMENT...

5. THE ACCURACY OF ANY SURVEY DATA OR RECORDS SHOWN ON THIS INSTRUMENT...

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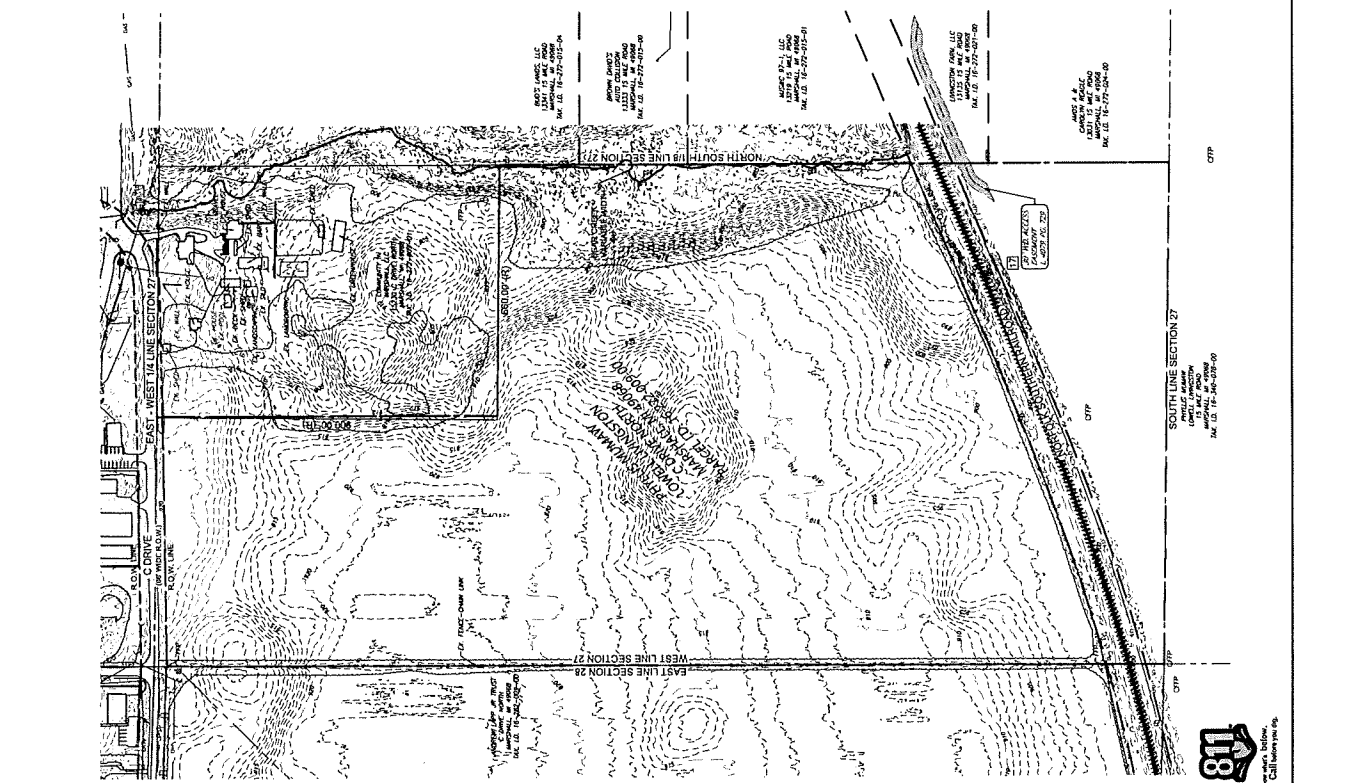
11. THE ACCURACY OF ANY SURVEY DATA OR RECORDS SHOWN ON THIS INSTRUMENT...

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13. THE ACCURACY OF ANY SURVEY DATA OR RECORDS SHOWN ON THIS INSTRUMENT...

14. THE ACCURACY OF ANY SURVEY DATA OR RECORDS SHOWN ON THIS INSTRUMENT...

15. THE ACCURACY OF ANY SURVEY DATA OR RECORDS SHOWN ON THIS INSTRUMENT...



UTILITY WARNING! THE USER OF THIS INSTRUMENT IS ADVISED THAT THE SURVEYOR HAS CONDUCTED A VISUAL SURVEY OF THE AREA SHOWN ON THIS INSTRUMENT...



Professional information and contact details for the surveyor.

February 1, 2023

HAND DELIVERED

Mr. Derek Perry
City Manager
City of Marshall
323 W. Michigan Avenue
Marshall, Michigan 49068

RE: Request to Transfer Property to City of Marshall

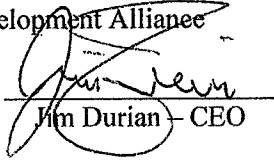
Dear Mr. Perry:

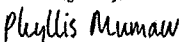
Phyllis Mumaw and Lowell H. Livingston, Trustee of the Lowell H. Livingston Management Trust under Trust Agreement dated October 14, 2005, as restated by agreement dated July 17, 2014, as the current owners and sellers, previously entered into a Real Estate Option Agreement ("Option") with the Marshall Area Economic Development Alliance ("MAEDA"), as buyer and for certain property located in Marshall Township and as described in the enclosed survey ("Property"). MAEDA has exercised the Option for the Property with an expected closing date in February 2023. As the owners of the Property, joined by MAEDA as the buyer of the Property, we are hereby requesting that the Property be transferred into the City of Marshall pursuant to Michigan's Intergovernmental Transfer of Property By Contract Act, Public Act 425 of 1984 for an Economic Development Project, so that services can be provided to the Property by the City of Marshall. We, together with MAEDA, request that this be placed on the agenda for the City Council as soon as possible and further that any approval of the transfer be made conditional on the completion of the sale and transfer of the Property from us to MAEDA.

If any additional information is needed, please do not hesitate to contact either of us.

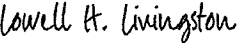
Respectfully submitted,

Marshall Area Economic
Development Alliance

By: 
Jim Durian - CEO

DocuSigned by:


1035210803527417...
Phyllis Mumaw

DocuSigned by:


140120201110492...
Lowell H. Livingston, Trustee of the
Lowell H. Livingston Management Trust under Trust Agreement dated October 14, 2005, as
restated by agreement dated July 17, 2014

Cc: Mr. David Bosserd – Marshall Township Supervisor
Ms. Rachel Foster



February 13, 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.

Our construction team is continuing to work on the site preparation of the solar photovoltaic (PV) array. This includes the BMPs, silt fences and other requirements associated with the requirements of the Township and Calhoun County.

The construction team is continuing to construct access roads will be installed per our final plan drawings.

The team has started the construction of the laydown areas.

The project has started to receive material on 2/13.

The racking installation will begin at the end of February or early March.

Sincerely,

Kunhal Digitally signed
by Kunhal Parikh
Parikh Date: 2023.02.13
11:07:10 -05'00'

Kunhal Parikh
Project Director

David Bosserd, Supervisor; Jeff Albaugh, Clerk; Treasurer; Nikki Roberts
Board of Review members: Richard Kellogg, Frank Brownell, Steve Riggs

MARCH BOARD OF REVIEW MEETINGS

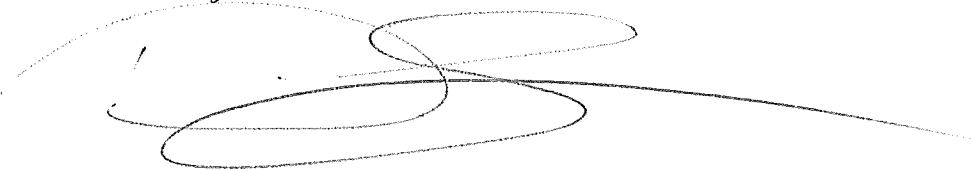
The Organizational meeting of the March Board of Review will be on Tuesday, March 7th, 2023, at 1:00 p.m.

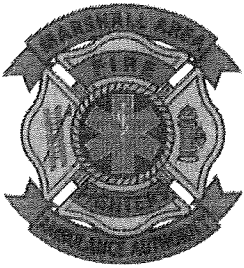
The tentative	ratios
Ag.	47.69
Com.	48.43
Ind.	47.28
Res.	45.57

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

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

Thank you, Daniel Slone





Marshall Area Fire Fighters Ambulance Authority

16984 Burlingame Drive • Marshall, MI 49068
Business: (269) 781-9819 • Fax: (269) 781-9323

Marshall Township Board Members,

MAFFAA would like to request your contribution of \$5000.00 per entity to go towards the purchase of a new power cot for our service. The cost of one cot, with service plan, is \$37,163.10. Currently, our service has 6 cots of which 5 are power cots and 1 manual cot. The power cots that we are currently using are 15 years old with an FDA service life of just 7 years. Our manual cot is estimated at 18 years plus. The power cots have been a wonderful attribution to the service. They have facilitated our ability to provide our employees with the greatest option in reducing injury caused by lifting. However, we are also aware that our current cots are reaching obsolescence. Therefore, we have recently ordered 5 new power cots in order to ensure not only employee safety, but patient safety. We are asking the city & townships that we serve to release the funds from your ARPA accounts to assist us in making this necessary purchase possible. Any extra funding would be returned to the participating entities.

We sincerely appreciate your continued support and thank you for your consideration.

Nicholas J Smith, executive Director
Marshall Area Fire Fighters Ambulance Authority

"Serving the Marshall Area, since 1980"

**CALHOUN COUNTY PARKS AND RECREATION COMMISSION
2022 PARKS MILLAGE ALLOCATION REPORT & 2023 ALLOCATION REQUEST**

Marshall Township

Section 1: 2022 Allocation Report

Complete the following to explain how your municipality used its 2022 local share of the park millage.

2022 Allocation Financial Report:

1.	2022 County millage allocation	<u>\$8,232.98</u>
2.	2021 remaining millage allocation	<u>\$7,759.55</u>
3.	Total	<u>\$15,992.53</u>
4.	Millage expenses	
	4a. Salaries and fringe	\$0
	4b. Contractual services	\$0
	4c. Supplies and equipment	\$0
	4d. Other _____	\$0
	_____	\$0
5.	Total millage expenditures (Add lines 4a through 4d)	\$0
6.	Ending millage balance (Subtract line 4 from line 3)	<u>\$ 15,992.53</u>

What did you accomplish with your 2022 millage allocation?

Had several discussions with Marshall Schools with which we are forming a partnership to clean up and improve the Grever Nature Center on Verona Road. Also had exploratory discussion with Doug Ferrell recently about including the county Parks Department in the partnership.

How did your results differ from your original proposal?

We had hoped to have formally established the partnership and begun a plan for clean up and improvement. We project instead to accomplish this by June 30, 2023.

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

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

Section 2: 2023 Allocation Request

The following reviews if/how your municipality intends to use its 2023 local share of the parks millage. Please note the allocation below is an estimate and will change based on actual taxes collected.

Marshall Township's 2023 Park's Millage Allocation estimate is \$9,257.62

Municipal allocation commitment

- Marshall Township accepts its millage allocation.
- Marshall Township declines its millage allocation.

**CALHOUN COUNTY PARKS AND RECREATION COMMISSION
2022 PARKS MILLAGE ALLOCATION REPORT & 2023 ALLOCATION REQUEST**

Marshall Township

Project(s) Description – Please explain if/how you plan to spend the 2023 Park Millage Allocation

We intend to utilize this and prior year allocations to assist with clean up and improvements to the Nature area. Hopefully, in partnership with the MPS and the CCPRC we can utilize what remains and future year allocations to assist with local match on grant funding opportunities

Project Type(s):

Check all that apply

- | | |
|---|--|
| <input type="checkbox"/> Capital Replacement | <input type="checkbox"/> New Capital Improvement |
| <input checked="" type="checkbox"/> Additional Maintenance | <input type="checkbox"/> Equipment |
| <input checked="" type="checkbox"/> Planning or Engineering | <input type="checkbox"/> No project in 2022: |
| <input type="checkbox"/> Other (explain below) | |

Estimated Budget:

Salaries and fringe	\$ _____
Contractual services	\$ _____
Supplies and equipment	\$ _____
Other:	\$ _____
Other:	\$ 9,000.00
Total Budget	\$ 9,000.00

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

The partnership would end with MPS responsible for ongoing nature area maintenance.

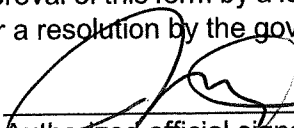
Marshall Township does hereby certify that Calhoun County Parks Millage funding is not being used to replace existing municipal park funding and that these funds are being used to expand the quality of parks in our community.

Documentation

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

2-10-2023 _____
Date

2-20-2023 _____
Date of approval of local governing board
(Township board, city, or village council).



Authorized official signature

Jeffrey S. Albaugh

Authorized official printed name

Marshall Township Clerk

Authorized official title

**CALHOUN COUNTY PARKS AND RECREATION COMMISSION
2022 PARKS MILLAGE ALLOCATION REPORT & 2023 ALLOCATION REQUEST**

Marshall Township

Additional comments/space:

We will submit a certification of the approval action expected at our next regular BVoard meeting 2-20-23.

MARSHALL TOWNSHIP 2023-24 WAGE SCHEDULE

MONTHLY SALARIED:

<u>Title</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24 – proposed*</u>
Deputy Supervisor	\$257.00	\$ 260.00	\$271.00	\$ 282.00
Deputy Clerk	124.37	158.00	165.00	172.00, plus hourly
Deputy Treasurer	157.90	158.00	165.00	172.00
Assessor**	1203.49	1,216.00	1,268.00	1,319.00
Deputy Assessor**	619.98	626.00	653.00	679.00
Fire Chief	828.68	1,000.00	1,043.00	1,085.00
Assistant Fire Chief	262.22	500.00	521.50	542.00
Fire Officer/Captain	55.03	80.00	125.00	130.00
Medical Response Coordinator			50.00	52.00

HOURLY:

Election Inspectors	15.00	17.00	18.00	20.00
Election Inspector Chairperson	17.00	19.00	20.00	23.00
Election Assistant				26.00
Firefighter	31.46	32.00	34.00	35.50
Probationary Firefighter/				
Medical Responder	15.73	16.00	17.00	17.75
Deputy Clerk				35.00**

OTHER:

Inspectors Building, electrical, mechanical and plumbing inspectors are paid 87% of the associated permit fee monthly for permits issued on and after 4-1-22.

Per Diem	50.00	50.00	60.00	60.00
----------	-------	-------	-------	-------

Per Diem is paid as set forth in the annual General Appropriations Act.

*2023-24 rates are effective for all hours worked or activities on and after April 1, 2023. The rates reflect a 4% increase over 2022-23 rounded to the next highest whole dollar.

**The Deputy Clerk is paid a month salary and hourly for any services in a month in excess of 3 hours.

MARSHALL TOWNSHIP

2023-24 Employee Pay Ranges

Classification: Township Office Assistant

Pay Grade	2020-21	2021-22	2022-23	2023-24
Step 1 (start)	\$ 16.04	\$ 16.20	\$ 16.90	\$ 17.58
Step 2 (1 Year)	16.78	16.95	17.68	18.39
Step 3 (2 Years)	17.58	17.76	18.52	19.26
Step 4 (3 Years)	18.36	18.54	19.34	20.12
Step 5 (4 Years)	19.07	19.26	20.09	20.90
Step 6 (5 Years)	19.84	20.04	20.90	21.76

Zoning Administrator/Permit Officer/Code Enforcement Officer; Contract Employee. Rates established in the agreement between the employee and township.

- Notes: 1. 2023-24 rates are based on the 2022-23 rates enhanced by a cost of living adjustment of 4%.
2. New employees start at Step 1 unless otherwise authorized by the Township Board. Employees advance to successive listed steps on the annual anniversary of their date of hire.
3. Employees, beginning for hours of work on and after April 1, 2023, receive the pay rate for their current step as adjusted above for the cost of living.

Prepared by: Jeff Albaugh, Clerk and Budget Officer

RESOLUTION

Whereas, Michigan Compiled Law 41.95(3) authorizes the Township Board of Marshall Township to determine the salaries for the offices of Supervisor, Clerk, Treasurer and Trustee for fiscal year 2023-2024 by resolution; and,

Whereas, the annual salary of \$18,448, for the Supervisor was last adjusted effective 4-1-22;

Therefore, be it resolved, that as of April 1, 2023, the annual salary for the office of Supervisor shall be: \$19,524; which is a cost of living raise of 4% from the current amount; and, shall further receive compensation as may be provided in the annual general appropriations act for performance of duties or tasks authorized by the township board not otherwise statutorily required of the office; and,

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

Be it further resolved that this resolution is adopted February 20, 2023 by the Marshall Township Board effective April 1, 2023.

RESOLUTION

Whereas, Michigan Compiled Law 41.95(3) authorizes the Township Board of Marshall Township to determine the salaries for the offices of Supervisor, Clerk, Treasurer and Trustee for fiscal year 2023-2024 by resolution; and,

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

Therefore, be it resolved, that as of April 1, 2023, the annual salary for the office of Township Clerk shall remain at \$34,658, as the incumbent was just appointed to the position; further, of this amount \$25,993, is for performance of duties of the office not related to elections with the balance of \$8,665, being for duties as the township's chief election officer; in addition to the foregoing, the Clerk shall receive compensation as may be provided in the annual general appropriations act or previous resolution of the Board for performance of duties or tasks authorized by the township board or Supervisor not otherwise statutorily required of the office; and, further

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

Be it further resolved, that this resolution is adopted February 20, 2023 by the Marshall Township Board effective April 1, 2023.

RESOLUTION

Whereas, Michigan Compiled Law 41.95(3) authorizes the Township Board of Marshall Township to determine the salaries for the offices of Supervisor, Clerk, Treasurer and Trustee for fiscal year 2023-2024 by resolution; and,

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

Therefore, be it resolved, that as of April 1, 2023, the annual salary for the office of Treasurer shall remain at \$22,293, as the incumbent was just appointed to the position; and, shall further receive compensation as may be provided in the annual general appropriations act or by previous resolution for performance of duties or tasks authorized by the township board or Supervisor not otherwise statutorily required of the office; and,

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

Be it further resolved, that this resolution is adopted February 20, 2023 by the Marshall Township Board effective April 1, 2023.

RESOLUTION

Whereas, Michigan Compiled Law 41.95(3) authorizes the Township Board of Marshall Township to determine the salaries for the offices of Supervisor, Clerk, Treasurer and Trustee for fiscal year 2023-2024 by resolution; and,

Whereas, the salary of \$3,500, for Trustee was last adjusted effective 4-1-22;

Therefore, be it resolved, that as of April 1, 2023, the annual salary for the office of Trustee shall be: \$3,636; which is a cost of living raise of 4.0% from the current amount; and, shall further receive compensation as may be provided in the annual general appropriations act for performance of duties or tasks authorized by the township board or Supervisor not otherwise statutorily required of the office; and,

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

Be it further resolved, that this resolution is adopted February 20, 2023 by the Marshall Township Board effective April 1, 2023.