

**BLACKMAN CHARTER TOWNSHIP
BOARD MEETING AGENDA
Tuesday, February 18, 2025
6:00 PM**

CALL TO ORDER / PLEDGE OF ALLEGIANCE

BRIEF PUBLIC COMMENTS - (two-minute limit)

APPROVAL OF AGENDA

MINUTES APPROVAL

1. Approval of the minutes for the Regular Board Meeting held on Monday, January 21, 2025

PRESENTATIONS

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CONSENT AGENDA

1. Approval of payroll for the dates 1/03/25 in the amount of \$171,236.56, for 1/17/25 in the amount of \$165,511.86.
2. Approve \$300,000.00 transfer of funds from General Fund to Public Safety Fund for the month of January 2025.
3. Receive Revenue and Expenditure Report for the month of January 2025.

SUPERVISOR'S UPDATE

1. Blackman Charter Township awarded a 4 star Honored Community Certificate from UM-Dearborn's 2024 eCities program.

TREASURER'S UPDATE

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CLERK'S UPDATE

1. May 6, 2025 Election Update - East Jackson bond proposal
2. November 2024 Election Audit Update
3. Possible Grant

PUBLIC SAFETY

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PLANNING COMMISSION

1. Meeting minutes – Approved, February 04, 2025
2. Meeting minutes – Draft, February 11, 2025
3. Approve Case# 1587 – Conditional Use Permit: New 138.24 kW Ground Mounted Solar Array at (address n/a), Parcel 000-08-27-254-004-00, Parcel 000-08-27-254-005-00 and Parcel 000-08-27-254-006-00, Zoned I-2 (Heavy Industrial). Requested by Harvest Solar, Evan Rohloff.
Conditions: to maintain separation distance of 120' from east property line adjacent to neighboring property. (Jackson County Human Services, 1715 Lansing Ave.)
4. Approve Case# 1588 – Rezoning Permit: Rezone from Urban Residential (RU-1) to Multi Family Residential (RM-1), at 599 Murphy St. Jackson, MI 49202., Parcel 000-08-22-304-009-02, Zoned Urban Residential (RU-1). Requested by K&L Hunt Investments, LLC, Karl Hunt.
5. Region 2 Planning Commission will be attending the March 4th Planning Commission meeting
 - a) Review/reduce the questionnaire
 - b) Receive the work to date, in word format, with changes highlighted
 - c) Receive input from Planning Commission on maps if needed
 - d) Simplifying the document where appropriate

ZONING BOARD OF APPEALS

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PARKS & RECREATION

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TECHNOLOGY COMMITTEE

•

UTILITIES COMMITTEE

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ORDINANCE REVIEW COMMITTEE

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NEW BUSINESS

1. Administrative Committee Recommendation, Darin McIntosh for the position of Director.
2. Administrative Committee Recommendation, Steve Stowe for the position of Deputy Director.
3. Approve Resolution #06-2025-0218; a Resolution to recognize and honor the distinguished career and contributions of Scott Grajewski, Director of Public Safety for the Blackman-Leoni Department of Public Safety, on the occasion of his retirement.
4. Approve Resolution #07-2025-0218; a Resolution to Honor the outstanding career and contributions of Michael Jester, Director of Public Safety for the Blackman-Leoni Department of Public Safety on the occasion of his retirement.
5. Approve Resolution #08-2025-0218; a Resolution acknowledging no opposition for a RID# RQ-2501-00470, a Conditional License; Transfer Ownership 2024 Class C & SDM License with Sunday Sales Permit (PM) From Kong Enterprises, Inc.; New Sunday Sales Permit (AM); New Sunday Sales Permit (PM) For The SDM License – Mixed Spirit Drink located at 2100 Bondsteel Dr. Jackson, MI 49202.
6. Approve Resolution #09-2025-0218; a Resolution for Approval of Request to Purchase Additional Service Credit.
7. Authorize the supervisor to sign a Letter of Engagement with Nannette M. Sponsler for contractual accounting services.
8. Authorize the supervisor to sign a Municipal Services Agreement between Jackson Elderly Limited Dividend Housing Association Limited Partnership (Reflections).
9. Update the Blackman Charter Township Employee Handbook; D. Paid Sick Days, per the Earned Sick Time Act. (ESTA), effective February 21, 2025
10. Authorize the Supervisor to sign the License Agreement with Consumers Energy Company for use of property owned by Consumers Energy as described in the agreement.

BILLS

1. Approve payment of bills on the Board Invoice Post Audit Report dated 2/10/25 in the amount of \$120,532.84 and Board Invoice Report dated 2/19/25 in the amount of \$583,961.68.

EXTENDED PUBLIC COMMENT (Three-minute limit)

OPEN DISCUSSION

ADJOURNMENT

Regular Board Meeting
Blackman Charter Township
January 21, 2025

The Blackman Charter Township Board convened at 6:00 p.m. on Tuesday, January 21, 2025 at the Township Hall, 1990 West Parnall Road, Jackson, Michigan.

Members present: Supervisor Jancek, Clerk Elwell, Treasurer Preston, and Trustees: Ambs, Boulter, and Thomas

Members absent: Pack

Public Attendance:

Mr. & Mrs. Thomas Brower	Mr. & Mrs. Thomas Bertram	Carlos Love
Byron Schroeder	Jack Shelby	Tina Beagle
Christopher Boulter	Darin McIntosh	Public Safety Officers

CALL TO ORDER / PLEDGE OF ALLEGIANCE

BRIEF PUBLIC COMMENTS - (two-minute limit)

- None

AGENDA APPROVAL

1. No additions/deletions.

Motion by Treasurer Preston, supported by Trustee Thomas to approve the Board of Trustee agenda for the Regular Board Meeting held on Tuesday, January 21, 2025.

Unanimously approved by voice vote

MINUTES APPROVAL

- No changes/corrections.

Motion by Clerk Elwell, supported by Treasurer Preston to approve the Board of Trustee minutes for the Regular Board Meeting held on Monday, December 16, 2024.

Unanimously approved by voice vote

CONSENT AGENDA

1. Approval of payroll for the dates 12/06/24 in the amount of \$216,305.45 and for 12/20/24 in the amount of \$188,931.12.
2. Receive Revenue and Expenditure Report for the month of December 2024.

Motioned by Trustee Thomas, supported by Treasurer Preston

Roll Call: Ayes - Elwell, Thomas, Boulter, Ambs, Jancek, Preston

Nays - None

Motion Approved

SUPERVISOR'S UPDATE

1. Excuse the absence of Trustee Scott Pack
2. MTA Conference
3. Accelerate Jackson County – Formerly the Enterprise Group
4. A 5th lane is to be added to Airport Road from County Farm Rd. to I-94
5. Railroad track update – Blackman and Michigan Ave.
6. Midbrook Manufacturing & Fabrication groundbreaking, Jackson Technology Park North
7. Purchase Agreement, Jackson Technology Park North

TREASURER'S UPDATE

1. 2025 Summer Tax Levy Resolutions and Collection Agreements
2. Tax summary comparison 2023-2024
3. Increase in resident usage of credit card to pay taxes

4. Counterfeit/Counting machine purchased to prevent fraud and ensure accuracy in counting cash

CLERK'S UPDATE

1. McGill Road Landfill
 - a. EGLE permitting document attached.
 - b. County purchasing State owned portion for \$1.00
2. East Jackson May Election
 - a. Bond Proposal on Ballot
3. Election Audit
 - a. Precinct #5

PUBLIC SAFETY

**PURCHASE (3)
DODGE
DURANGO AWD
VEHICLES** Motion by Trustee Ambs, supported by Clerk Elwell to authorize the Director of Public Safety to purchase (3) 2025 Dodge Durango AWD vehicles from LaFontaine CDJR-Lansing not to exceed \$137,274.00, from account #205-901-970.000.

Roll Call: Ayes - Ambs, Thomas, Jancek, Elwell, Preston, Boulter
Nays - None **Motion Approved**

**PURCHASE (1)
LIFEPAK AED** Motion by Trustee Ambs, supported by Trustee Thomas to authorize the Director of Public Safety to purchase (1) LIFEPAK AED from Stryker not to exceed \$3,034.75, from account #205-901-970.000

Roll Call: Ayes - Jancek, Preston, Thomas, Elwell, Ambs, Boulter
Nays - None **Motion Approved**

**PURCHASE (1)
FIR K33 – FLIR
K33 CAMERA** Motion by Trustee Ambs, supported by Trustee Boulter to authorize the Director of Public Safety to purchase (1) FIR K33 – FLIR K33 camera from Allied Fire Sales & Services LLC, not to exceed \$3,635.00, from account #205-901-970.000

Roll Call: Ayes - Boulter, Preston, Thomas, Jancek, Ambs, Elwell
Nays - None **Motion Approved**

**PURCHASE (25)
GPS TRACKERS
FROM
TRACKHAWK** Motion by Trustee Ambs, supported by Trustee Thomas to authorize the Director of Public Safety to purchase (25) GPS Trackers, including equipment and software from Trackhawk, not to exceed \$4,021.06, from account #205-901-970.000

Roll Call: Ayes - Jancek, Ambs, Boulter, Elwell, Preston, Thomas
Nays - None **Motion Approved**

**SELL K9 PYRO
TO OFFICER
PATRICK
BOULTER** Motion by Trustee Ambs, supported by Trustee Boulter to authorize the Charter Township of Blackman to sell K9 Pyro to Officer Patrick Boulter for \$1.00

Unanimously approved by voice vote

**PURCHASE K9
DOG FROM
NORTHERN
MICHIGAN K9** Motion by Trustee Ambs, supported by Trustee Thomas to authorize the Director of Public Safety to purchase K9 dog, to include training and motel for new K9 Handler from Northern Michigan K9, not to exceed \$15,000.00 from account #205-901-970.000

Roll Call: Ayes - Preston, Boulter, Thomas, Ambs, Elwell, Jancek
Nays - None **Motion Approved**

**RESOLUTION
#01-2025-0121**

Motion by Trustee Ambs, supported by Clerk Elwell to approve Resolution #01-2025-0121; a resolution to Honor and Commend Public Safety Officer Thomas Brower of the Blackman-Leoni Department of Public Safety on the occasion of his retirement.

Unanimously approved by voice vote

**RESOLUTION
#02-2025-0121**

Motion by Trustee Ambs, supported by Clerk Elwell to approve Resolution #02-2025-0121; a resolution to Honor and Commend Public Safety Officer Thomas Bertram of the Blackman-Leoni Department of Public Safety on the occasion of his retirement.

Unanimously approved by voice vote

**SCOTT
GRAJEWSKI
LETTER OF
RETIREMENT**

Motion by Clerk Elwell, supported by Supervisor Jancek to accept the letter of retirement from Public Safety Director Scott Grajewski.

Unanimously approved by voice vote

**AUTHORIZE
ADMIN. CMTE.
REC. PS
DIRECTOR**

Motion by Trustee Ambs, supported by Clerk Elwell to authorize the Administrative Committee to begin the process of recommendation to the Township Board of Public Safety Director, from internal candidates, if possible.

Unanimously approved by voice vote

PLANNING COMMISSION

**CASE #1585:
COND. USE**

Motion by Treasurer Preston, supported by Trustee Thomas to approve Case #1585 – Conditional Use Permit; Limited Vehicle Sales at 3515 Wayland Dr., Jackson, MI, Parcel 000-08-29-130-003-00 and 000-08-29-130-001-02, Zoned L-1 (Light Industrial), requested by Carlos Love, Penske Truck Leasing Co. Conditions: Limiting 10 commercial vehicles for sale on site

Roll Call: Ayes - Boulter, Preston, Thomas, Jancek, Ambs, Elwell

Nays - None

Motion Approved

**CASE #1586:
COND. USE**

Motion by Treasurer Preston, supported by Trustee Boulter to approve Case #1586 – Conditional Use Permit; Daycare Facility at 559 Murphy St., Jackson, MI, Parcel 000-08-22-304-009-02, Zoned RU-1 (Urban Residential), requested by K&L Hunt Investments. Conditions: Hours of operation, 6:00 a.m. to 6:00 p.m. Monday - Friday.

Roll Call: Ayes - Jancek, Ambs, Boulter, Elwell, Preston, Thomas

Nays - None

Motion Approved

ZONING BOARD OF APPEALS

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PARKS & RECREATION

1. \$25,000.00 Donation from Consumers Energy Foundation
2. Provided a Certificate of Insurance for use of property on park trail.
3. Park Cameras – continued work on set up
4. Supervisor Jancek met with media to promote parks

TECHNOLOGY COMMITTEE

PURCHASE TI SAMSUNG SE5 PETE JANCEK Motion by Trustee Thomas, supported by Treasurer Preston to approve the purchase of township issued Samsung SE5 tablet by Technology Committee Member, Pete Jancek, at market value., in the amount of \$25.00
Roll Call: Ayes - Thomas, Ambs, Elwell, Jancek, Boulter, Preston
Nays - None Motion Approved

PURCHASE (15) MDCs FOR PATROL VEHICLES Motion by Supervisor Jancek, supported by Trustee Boulter to approve the quote to purchase (15) replacement MDC's in patrol vehicles from VC3 in the amount of \$83,338.10
Roll Call: Ayes - Preston, Boulter, Thomas, Ambs, Elwell, Jancek
Nays - None Motion Approved

PURCHASE NETWORK SECURITY/FIREWALL Motion by Supervisor Jancek, supported by Trustee Ambs to approve the quote to purchase (1) SonicWall TZ670 Network Security/Firewall Appliance from VC3 in the amount of \$6,714.38
Roll Call: Ayes - Elwell, Preston, Boulter, Thomas, Jancek, Ambs
Nays - None Motion Approved

APPROVE GRANTS Motion by Supervisor Jancek, supported by Clerk Elwell to approve the grants submitted by Deputy Director Boulter
Roll Call: Ayes - Elwell, Thomas, Boulter, Ambs, Jancek, Preston
Nays - None Motion Approved

- Comcast – Working on phone issues
- Website – Meeting with Roger from Frog Productions to discuss new website design.

UTILITIES COMMITTEE

1. Collapsed trunk line sewer at WWTP
2. Lead water service line testing
3. County Farm Rd. lift station pump failure

ORDINANCE REVIEW COMMITTEE

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NEW BUSINESS

ANNUAL DISSEMINATION AGENT AGREEMENT Motion by Supervisor Jancek, supported by Clerk Elwell to authorize the supervisor to sign the Agreement to Provide for Preparation of an Annual Information Statement and to Act as Dissemination Agent with Bendzinski & Co. Municipal Finance Advisors for the purpose of preparing an annual information statement and submitting same to the Municipal Securities Rulemaking Board, year ending December 31, 2028
Roll Call: Ayes - Ambs, Thomas, Jancek, Elwell, Preston, Boulter
Nays - None Motion Approved

JACKSON CHALLENGE 2025 CAPITAL CAMPAIGN Motion by Supervisor Jancek, supported by Trustee Ambs to approve the Invoice 2025 Investment, dated 1/10/25; 2025 Investment in the Jackson Challenge 2025 Capital Campaign in the amount of \$15,000.00
Roll Call: Ayes - Jancek, Preston, Thomas, Ambs,
Nays - Elwell, Boulter Motion Approved

**RESOLUTION
#03-2025-0121
BOARD & COMM.
COMPENSATION**

Motion by Treasurer Preston, supported by Trustee Thomas to approve Resolution #03-2025-0121; a Resolution to approve the Compensation for Board and Committee Meetings of Board Members and Citizens
Roll Call: Ayes - Boulter, Preston, Thomas, Jancek, Ambs, Elwell
Nays – None **Motion Approved**

**RESOLUTION
#04-2025-0121
OPPOSITION OF
ROAD DIET PLAN**

Motion by Clerk Elwell, supported by Trustee Ambs to approve Resolution #04-2025-0121; a Resolution to State Opposition to the Road Diet Plan for Parnall Rd. between Lansing Avenue and US-127
Roll Call: Ayes - Jancek, Ambs, Boulter, Elwell, Preston, Thomas
Nays – None **Motion Approved**

**RESOLUTION
#05-2025-0121
AMEND 2025
PUBLIC SAFETY
BUDGET**

Motion by Supervisor Jancek, supported by Trustee Thomas to approve Resolution #05-2025-0121; a Resolution to Amend the 2025 Public Safety Budget.
Roll Call: Ayes - Thomas, Ambs, Elwell, Jancek, Boulter, Preston
Nays – None **Motion Approved**

BILLS

Motion by Supervisor Jancek, supported by Treasurer Preston to approve payment of bills on the Board Invoice Post Audit Report dated 01/06/25 in the amount of \$325,406.72 and Board Invoice Report dated 01/22/25 in the amount of \$634,055.76
Roll Call: Ayes - Preston, Boulter, Thomas, Ambs, Jancek
Nays - Elwell **Motion Approved**

EXTENDED PUBLIC COMMENT (Three-minute limit)

1. **Tina Beagle, resident**
 - a. **Pedestrian safety along roadways.** Son was struck and killed by a motor vehicle while walking. Advocating safer sidewalks on Parnall Rd. and more frequent mowing.

OPEN DISCUSSION

1. **Public Safety Building Presentation**
 - a. **Conceptual Elevation and Floor Plan drawings**
2. **Road Diet Plan on Parnall Rd. between Lansing Avenue and US-127**

The Supervisor declared the meeting adjourned at 8:11pm.

David Elwell, Township Clerk



COLLEGE OF BUSINESS

UNIVERSITY OF MICHIGAN-DEARBORN

Fairlane Center South
19000 Hubbard Drive
Dearborn, MI 48126-2638
(313) 593-5460 Fax (313) 271-9838
umdearborn.edu/cob

Dear Community Leader,

Thank you for your participation in UM-Dearborn's 2024 eCities program!

Each year, the eCities project collects and analyzes data across Michigan communities as it relates to entrepreneurship, economic development, and job growth. Specifically, the study examines five-year's worth of publicly available data relating to community growth and investment metrics that impact the business community. This information is available on the performance report and showcases your community's progress on a number of key values. Further, the data points are benchmarked against the State of Michigan, as well as the other 276 participating communities, allowing you to easily interpret your results. Award certificates are included for communities that showed the most success numerically over the last five years. Top performers are considered five-star communities, while the next best performers are four-star communities.

In addition, we invited each community to complete the honored community survey, which included questions about talent attraction and retention, the use of AI to create economic impact, and small business support. If your community participated in this portion of the project, a report card containing reviewer feedback about your entries is included.

Summary details of the project are available on the eCities website, <https://umdearborn.edu/cob/business-community/ilabs-center-innovation-research/entrepreneurship/ecities>.

We would like to commend your community for its commitment to development and growth. We will send you an email when the 2025 eCities project commences. We hope that you will join us so that we can continue supporting development across Michigan. If you have any questions before then, please feel free to contact me.

Thank you for your involvement in this project.

A handwritten signature in black ink that reads 'Kari L. Kowalski'.

Kari Kowalski
Assistant Director of iLabs, Office of Engagement and Impact
College of Business
University of Michigan-Dearborn

eCities 2024



HONORED COMMUNITY



BLACKMAN CHARTER TOWNSHIP

BLACKMAN CHARTER TOWNSHIP



PERFORMANCE REPORT

	DATA POINT	FIVE-YEAR COMMUNITY TREND	FIVE-YEAR COMPARISON TREND
A1	Real Commercial Property	-2.76%	6.07%
A2	Real Industrial Property	0.79%	5.12%
A3	Total Real Property	3.98%	7.34%
A4	Personal Commercial Property	2.62%	-0.10%
A5	Personal Industrial Property	-31.17%	1.97%
A6	Total Personal Property	1.76%	3.72%
A7	Total Overall Property	3.68%	7.12%
B1	Non-Depreciated Governmental Assets	77.63%	5.96%
B2	Depreciated Governmental Assets	12.08%	3.46%
B3	Total Governmental Assets	15.20%	3.71%
C1	Non-Homestead Tax Rate	-0.11%	0.01%

eCities examines eleven data points relating to community growth and investment metrics. Using the past five years' data (2019-2023), this document reports your community's growth rate ("Five-Year Community Trend" column) for each data point. The equivalent growth rates, ("Five-Year Comparison Trend" column), are displayed for the state of Michigan values for the first seven points, and the last four points for the 277 eCities 2024 participating communities.

A1-A7 are property values within the community as reported by the Michigan Department of Treasury.

B1-B3 are the year-end governmental assets as reported on your annual audited financial reports.

C1 is the tax rate(s) for non-homestead (non-PRE) properties within the community as reported by the Michigan Department of Treasury.

MINUTES
BLACKMAN CHARTER TOWNSHIP
PLANNING COMMISSION
1990 W. PARNALL RD.
Tuesday February 4, 2025
6:00PM

The Blackman Charter Township Planning Commission Convened at 6:00pm on Tuesday, February 4, 2025 at the Blackman Township Office.

Members Present: Decker, Preston, Schroeder, Grabert, Frohm
Members Absent:

Sign-in list of names present: In file

AGENDA CHANGE: None

Motion by:

Roll Call: Ayes 0, Nays 0. Motion Carried.

MINUTES APPROVAL: January 7, 2025

Motion by: **Grabert**, supported by: **Preston** to approve Minutes for Planning Commission meeting held 01/07/2025.

Roll Call: Ayes 5, Nays 0. Motion Carried.

CASE #1587 – CONDITIONAL USE

Address: No Address

Parcel #000-08-27-254-004-00, 000-08-27-254-005-00 & 000-08-27-254-005-00

Zoning: Heavy Industrial (I-2)

Requested by: Harvest Solar, Evan Rohloff

Presented by: Harvest Solar, Evan Rohloff

-Owner wants to install new 138.24 KW ground mounted solar array facing south.

Public Comment: None

Planning Commission Discussion:

-Owner was informed that a portion of the solar array was located on property not regulated by Blackman Charter Township and would need to be submitted to governing jurisdiction.

Motion by: **Preston** Seconded by **Schroeder** to recommend approval of Case #1587 (parcels #000-08-27-254-004-00, 000-08-27-254-005-00 & 000-08-27-254-005-00) with condition to maintain separation distance of 120' from east property line adjacent to neighboring property.

Roll Calls: Ayes 5, Nays 0. Motions carried.

OTHER MATTERS REVIEWED:

Zoning Ordinance Update:

-Reviewed updated ordinance thru Section 5.6 page 103

-Preston to research Wind Farm ordinance.

*Preston is still researching wind farm ordinance.

-Powers to contact MTA about Mobile Home Park jurisdiction by State of Michigan.

*Powers contacted MTA and received general response via email.

- Preston to research Battery Storage Facility ordinances.
- Schroeder to research contractor yard definition and clarification.
- *Schroeder is still researching contractor yard definition.
- Schroeder to research landfill definition/type and clarification.
- *Schroeder is still researching landfill definition/type and clarification.
- Continue review over the next few meetings.

Master Plan Update:

- No Discussion

PUBLIC COMMENT: None

TRUSTEE REPORT: Public Safety, Director is Retiring

ZBA REPORT: None

OPEN DISCUSSION:

- Blackman Industrial park discussion about concrete wall privacy fence and process planning commission would like to see done to achieve change of type of privacy fence.
- Large storage structures (portable) discussed if site plan would be required based on foundation requirements.
- Blackman Charter Township property rezoning discussion on best use group to utilize for overall property and possibly an overlay zoning for park. Recommendation was General Commercial District (C-2) with overlay of Recreation Open Space District (RO-1). To be discussed with consultant and executive team during the next project meeting for public safety build.

ADJOURNMENT: Motion by: **Decker**, supported by: **Schroeder**, adjourned at 8:05 pm

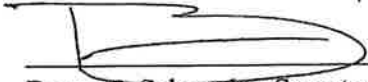
Minutes prepared by: Byron Schroeder, Secretary

Minutes Approved:

Byron P. Schroeder, Secretary

Planning Commission/Zoning Board of Appeals meeting held on: February 11-2025

Minutes of the February 4, 2025 meeting approved



Byron P. Schroeder, Secretary

Date signed: 2-11-25

MINUTES
BLACKMAN CHARTER TOWNSHIP
PLANNING COMMISSION
1990 W. PARNALL RD.
Tuesday February 11, 2025
6:00PM

The Blackman Charter Township Planning Commission Convened at 6:00pm on Tuesday, February 11, 2025 at the Blackman Township Office.

Members Present: Decker, Preston, Schroeder, Grabert, Frohm
Members Absent:

Sign-in list of names present: In file

AGENDA CHANGE:

-Add Region 2 Report on Master Plan in other matters to review

MINUTES APPROVAL: January 7, 2025

Motion by: **Grabert**, supported by: **Frohm** to approve Minutes for Planning Commission meeting held 02/04/2025.

Roll Call: Ayes 5, Nays 0. Motion Carried.

CASE #1588 – REZONING

Rezone from Urban Residential (RU-1) to Multi Family Residential (RM-1)
Address: 559 Murphy St., Jackson, Michigan 49202
Parcel #000-08-22-304-009-02
Zoning: Urban Residential (RU-1)
Requested by: K&L Hunt Investments, LLC

Presented by: K&L Hunt Investments, LLC (Karl Hunt)

-Owner has two buildings on site. East building is being used as child daycare and West building to be used as multi family residential. Proposed 4~1000sf unit being 2 units per floor. Basement level not to be utilized per owner at this time.

Public Comment (approve): None

Public Comment (disapprove):

-Sandra Dixon, 580 Murphy St, Jackson, MI 49202 ~ Concern on having bad neighbors moving into multi-unit apartment.

-Gary Beck, 2340 Lansing Ave, Jackson, MI 49202 ~ Questioned owner about tenant vetting, response by owner was with daycare facility being adjacent additional vetting would be necessary.

Planning Commission Discussion:

-Dan Decker ~ clarification to crowd about rezoning of this parcel and concerns if left vacant.

Motion by: **Grabert** Seconded by **Preston** to recommend approval of Case #1588, parcel #000-08-22-304-009-02

Roll Calls: Ayes 5, Nays 0. Motions carried.

OTHER MATTERS REVIEWED:

Zoning Ordinance Update:

-Reviewed updated ordinance thru Section 5.6.3 page 107

-Preston to research Wind Farm ordinance.

*Preston is still researching wind farm ordinance.

- Powers to contact MTA about Mobile Home Park jurisdiction by State of Michigan.
- *Powers contacted MTA and received general response via email.
- Preston to research Battery Storage Facility ordinances.
- Schroeder to research contractor yard definition and clarification.
- *Schroeder is still researching contractor yard definition.
- Schroeder to research landfill definition/type and clarification.
- *Schroeder is still researching landfill definition/type and clarification.
- Continue review over the next few meetings.

Master Plan Update:

- Region 2 (Brett Gratz and Katie Miller) presented update on master plan.
- Online survey had very few responses and reevaluation of questionnaire to be reviewed at next meeting.
 - Chapters 1 and 2 updates are in process and nearing completion
 - Demographics have been updated
 - Input needed on goals, objectives, and the action plan, as well as maps to be updated
- Request by PC to send latest version of Master Plan so members have a copy.

PUBLIC COMMENT: None

TRUSTEE REPORT: Public Safety, 4 candidates applied and Interviews being done

ZBA REPORT: None

OPEN DISCUSSION: None

ADJOURNMENT: Motion by: **Decker**, supported by: **Schroeder**, adjourned at 7:56 pm

Minutes prepared by: Byron Schroeder, Secretary
Minutes Approved:

Byron P. Schroeder, Secretary



Jackson County, MI

2/14/2025



The intent of this map is to allow easy access and visual display of government information and services. Every reasonable effort is made to ensure the accuracy of this map and data; nevertheless, errors may occur.

BCT DIRECTOR OF PUBLIC SAFETY SUMMARY AND RECOMMENDATION

Our process began with inviting members of PS to meet with us to provide input as they chose fit, without our asking any questions about candidates. We asked for input regarding the PS department's organization & command structure. No notes were taken, no names recorded.

Several members of the Department participated, including retirees.

We reached out to Mike Jester, Leoni Administrator, because of his background with the Department, and our relationship with Leoni Township as a major contracted partner for PS services. In addition, we consulted Scott Grajewski, the current PS Director, for his input. We also reviewed Personnel files for appropriate historical information.

We interviewed four dedicated PS internal candidates with outstanding records and many years of service, and we thank them all for applying. The discussions included their strengths, areas they felt would be the most challenging, ideas regarding organizational changes, staffing & road patrol, recruitment, and community outreach.

The candidates identified areas that they think continual improvement could be made. This will help the Administrative Committee to go forward in working with the next PS Director in creating a vision and goals for the future.

Ideas & Concerns included:

- Sufficient staffing for Road Patrol, especially in the summer months.
- Recruitment is a process that is critical for us, with strides made already. Focus of future.
- Further ideas for connecting with Jackson College law enforcement curriculum.
- Enhancing interaction with the schools.
- Continue using accreditation as our goal
- Several Organization ideas were expressed.
- Strengthen the use of social media for community communication & recruitment.
- Becoming a source and location for offering training for other agencies & helping with setting standards
- Focus on cyber-crime: a growing problem
- Fire Inspector work could be self-funding
- development & encourage our young force.
- consider a committee focusing on ideas for departmental improvements.

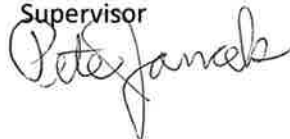
RECOMMENDATION

The Administrative Committee recommends Darin McIntosh for the Director position.
The Administrative Committee also recommends Steve Stowe for the Deputy Director position.

David K Elwell
Clerk



Pete Jancek
Supervisor



Phil Preston
Treasurer



**Charter Township of Blackman
In Recognition of**

Scott Grajewski

**A RESOLUTION HONORING THE CAREER AND RETIREMENT OF DIRECTOR OF
PUBLIC SAFETY SCOTT GRAJEWSKI**

WHEREAS, the Township of Blackman wishes to recognize and honor the distinguished career and contributions of Scott Grajewski, Director of Public Safety for the Blackman-Leoni Department of Public Safety, on the occasion of his retirement; and

WHEREAS, Scott Grajewski has dedicated over 29 years of exemplary service to the residents of Blackman Township and Leoni Township, having served from November 8, 1995, to February 21, 2025; and

WHEREAS, Scott Grajewski is a lifelong resident of Jackson County and a 1989 graduate of Lumen Christi Schools, who furthered his education at Northern Michigan University, graduating in 1993 with a degree in Criminal Justice and Public Relations; and

WHEREAS, Scott Grajewski began his career in public safety in 1995 when he was hired by Blackman Township, demonstrating unwavering dedication to the community and advancing through the ranks; and

WHEREAS, in 2010, Scott Grajewski was assigned as a Detective, showcasing his investigative expertise and commitment to justice; and

WHEREAS, in 2012, Scott Grajewski was promoted to Sergeant, where he provided exceptional leadership and mentorship to his fellow officers; and

WHEREAS, in 2016, Scott Grajewski was promoted to Deputy Director of Operations, overseeing Road Patrol and Fire Services, where his extensive knowledge of both fields significantly enhanced the efficiency and effectiveness of public safety operations; and

WHEREAS, Scott Grajewski served as a Fire Inspector and Fire Investigator and was a member of the Jackson County Fire Investigation Team for several years, contributing his expertise to the safety and protection of the community; and

WHEREAS, as a Fire Instructor, Scott Grajewski dedicated several years to teaching at the Jackson County Fire Academy, mentoring and preparing the next generation of firefighters; and

WHEREAS, in 2023, Scott Grajewski was promoted to Director of Public Safety, leading the Department with dedication, professionalism, and a steadfast commitment to service; and

WHEREAS, throughout his tenure at Blackman-Leoni Public Safety, Scott Grajewski was an invaluable resource to the Department, often mentoring officers and passing on his knowledge with kindness and humor, further highlighting his humble leadership style.

WHEREAS, Scott Grajewski's laid-back demeanor and approachability will be sorely missed by his colleagues and the community he so faithfully served; and

NOW, THEREFORE, BE IT RESOLVED, that the Township of Blackman formally recognizes and expresses its deepest appreciation for the dedicated service of Director Scott Grajewski, commends him for his many contributions to public safety, and extends its best wishes for a fulfilling and well-deserved retirement; and

BE IT FURTHER RESOLVED, that this Resolution be presented to Scott Grajewski as a token of gratitude and recognition for his exemplary career and service to the community.

At a regular meeting of the Blackman Charter Township Board of Trustees, County of Jackson, State of Michigan, held in the Township Hall on February 18, 2025, at 6:00p.m., this resolution was presented by _____ and supported by _____

Upon a roll call vote,

The following voted "AYE":

The following voted "NAY":

The following were absent:

The Supervisor declared this resolution adopted,

Peter Jancek, Township Supervisor

David Elwell, Township Clerk

**Charter Township of Blackman
In Recognition of**

Michael Jester

A RESOLUTION HONORING THE CAREER AND 2023 RETIREMENT OF DIRECTOR OF PUBLIC SAFETY, MICHAEL JESTER

WHEREAS, the Township of Blackman wishes to recognize and honor the outstanding career and contributions of Michael Jester, Director of Public Safety for the Blackman-Leoni Department of Public Safety, on the occasion of his retirement; and

WHEREAS, Michael Jester has dedicated 29 years of exemplary service to the residents of Blackman Township and Leoni Township, having retired on January 31, 2023; and

WHEREAS, Michael Jester is a lifelong resident of Jackson County and a 1989 graduate of Napoleon High School, who furthered his education at Ferris State University, obtaining a Bachelor's Degree and attending the Ferris State Police Academy in 1994; and

WHEREAS, Michael Jester began his distinguished career in public safety in August of 1994 when he was hired by Blackman Township as a patrol officer, demonstrating commitment and professionalism that led to his promotion to Sergeant in 2000; and

WHEREAS, Michael Jester continued his advancement within the Department, being promoted to Deputy Director in 2003 and successfully graduating from the Eastern Michigan University School of Staff and Command in 2004; and

WHEREAS, in 2006, Michael Jester was appointed as the Director of Public Safety, a position he held with unwavering dedication for 17 years, leading the Department with grace, humility, and exceptional leadership; and

WHEREAS, Director Jester served in numerous special assignments throughout his career, including accident reconstructionist, fire investigator, and member of the Jackson County Fire Investigation Team, demonstrating his extensive expertise and dedication to public safety; and

WHEREAS, one of Director Jester's most notable accomplishments was spearheading the successful merger between Blackman Township and Leoni Township's public safety services, overcoming significant challenges to ensure the seamless integration of police, fire, and EMS services for the benefit of the community; and

WHEREAS, under his leadership, the Blackman-Leoni Department of Public Safety grew from 28 sworn personnel to 43 sworn personnel, establishing and expanding several specialized units, including 4 Detectives, 2 K-9 Handlers, 3 School Resource Officers, 3 Marijuana Enforcement Officers, Marine Patrol Officers, Negotiators, and Special Response Team (SRT) Members, among others; and

WHEREAS, Director Jester's leadership, vision, and commitment to public safety have had a lasting and profound impact on the Blackman-Leoni community, ensuring the continued growth, modernization, and effectiveness of the Department; and

NOW, THEREFORE, BE IT RESOLVED, that the Township of Blackman formally recognizes and expresses its deepest appreciation for the dedicated service of Director Michael Jester, commends him for his many contributions to public safety, and extends its best wishes for a fulfilling and well-deserved retirement; and

BE IT FURTHER RESOLVED, that this Resolution be presented to Michael Jester as a token of gratitude and recognition for his exemplary career and service to the community.

At a regular meeting of the Blackman Charter Township Board of Trustees, County of Jackson, State of Michigan, held in the Township Hall on February 18, 2025, at 6:00p.m., this resolution was presented by _____ and supported by _____

Upon a roll call vote,

The following voted "AYE":

The following voted "NAY":

The following were absent:

The Supervisor declared this resolution adopted,

Peter Jancek, Township Supervisor

David Elwell, Township Clerk



STATE OF MICHIGAN

GRETCHEN WHITMER
GOVERNOR

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

MARLON I. BROWN, DPA
DIRECTOR

Friday, January 31, 2025

Seth Tompkins, attorney
c/o Bluefin Lin 4 LLC
seth@sethtompkinslaw.com

RID # RQ-2501-00470 **Reference/Transaction:** Conditional License; Transfer Ownership 2024 Class C & SDM License With Sunday Sales Permit (PM) From Kong Enterprises, Inc.; New Sunday Sales Permit (AM); New Sunday Sales Permit (PM) For The SDM License - Mixed Spirit Drink located at 2100 Bondsteel Dr, Jackson, MI 49202

Please let this letter serve as notice the Michigan Liquor Control Commission has referred your application to our Enforcement Division for investigation of your request.

Applicant/Licensee: Bluefin Lin 4 LLC

Business address and phone number: 2100 Bondsteel Dr, Jackson, MI 49202

Home address and phone number of partner(s)/subordinates:
Xing Lin; 1877 April Court, Howell, MI 48843; C: 646-269-6172

As part of the licensing process, an investigation is required by the Michigan Liquor Control Commission Enforcement Division. The Enforcement investigation will be conducted from the following designated District Office:

Lansing District Office (517) 284-6330

You may contact your designated District Office regarding any appointments or questions on documentation requested by the Investigator. **Failure to provide requested information or to keep scheduled appointments will cause the application to be returned to the Lansing office for cancellation.**

A copy of this notice is also being provided to **Local Governmental Unit** should they wish to submit an opinion on the application or advise of any local non-compliance issues.

Under administrative rule R 436.1105, the Commission shall consider the opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business when determining whether an applicant may be issued a license or permit.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. The licensee must obtain all other required state and local licenses, permits, and approvals before using this license for the sale of alcoholic liquor. Approval of this license by the Michigan Liquor Control Commission does not waive any of these requirements.

MICHIGAN LIQUOR CONTROL COMMISSION
Retail Licensing Division
(866) 813-0011

ZS

cc: Kong Enterprises, Inc. - haykong@gmail.com
Blackman Twp - clerk@blackmantwp.com

MICHIGAN LIQUOR CONTROL COMMISSION
KRISTIN BELTZER, CHAIR
525 W. Allegan St. • P.O. BOX 30005 • LANSING, MICHIGAN 48909
www.michigan.gov/lcc • 866-813-0011



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC use only)

Local Government Approval
(Authorized by MCL 436.1501)

Resolution #08-2025-0218

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a Regular meeting of the Blackman Charter Township council/board
(regular or special) (township, city, village)
called to order by Supervisor Pete Jancek on February 18, 2025 at 6:00 P.M.
(date) (time)

Moved by _____ and supported by _____

that the application from Bluefin Lin 4 LLC - Xing Lin; 1877 April Court, Howell, MI 48843
(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): Transfer Ownership 2024 Class C & SDM license w/Sunday Sales Permit (PM) from Kong Enterprises, Inc.
(list specific licenses requested)

to be located at: 2100 Bondsteel Dr., Jackson, MI 49202

and the following permit, if applied for:

Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it Recommends this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the Charter Township
council/board at a Regular meeting held on February 18, 2025 (township, city, village)
(regular or special) (date)

David K. Elwell

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059

**BLACKMAN CHARTER TOWNSHIP
COUNTY OF JACKSON, MICHIGAN**

RESOLUTION #09-2025-0218

APPROVAL OF REQUEST TO PURCHASE ADDITIONAL SERVICE CREDIT

WHEREAS, the Blackman Township Public Safety Officers' pension plan is through Municipal Employee' Retirement System (MERS), and

WHEREAS, Detective Samuel W. Philipp has submitted a written request to the township to purchase an additional one year of service credit, and

WHEREAS, Detective Philipp is following the guidelines and procedures established by MERS,

THEREFORE, Blackman Township does hereby approve such purchase by Detective Philipp for one year of additional service credit.

At a regular meeting of the Blackman Charter Township Board of Trustees, County of Jackson, State of Michigan, held in the Township Hall on February 18, 2025, at 6:00p.m., this resolution was presented by _____ and supported by _____

Upon a roll call vote,
The following voted "AYE":
The following voted "NAY":
The following were absent:

The Supervisor declared this resolution adopted,

Peter Jancek, Township Supervisor

David Elwell, Township Clerk

I, David Elwell, the duly appointed and acting Clerk of the Charter Township of Blackman, hereby certify that the foregoing resolution was adopted by the Blackman Board by a roll call vote at a regular meeting of the Board held on February 18, 2025, at which meeting a quorum was present; and that this resolution was ordered to take immediate effect.

David Elwell, Township Clerk

Nannette M. Sponsler
3210 Gardner Road
Parma, MI 49269

Blackman Charter Township
1990 West Parnall Road
Jackson, MI 49201

This letter is to confirm and specify the terms of my engagement with you and to clarify the nature and extent of services I will provide.

I will perform the following services for you.

1. Provide assistance regarding governmental accounting standards and procedures.
2. Preparation of tax captures, distributions, and compliance with State reporting requirements.
3. Provide assistance in preparing reasonably adjusted trial balances at year-end.
4. Other accounting consulting services as requested by Blackman Charter Township.

My engagement is limited to the period and the accounting services indicated above. I will not audit or review your financial statements as those terms are defined in generally accepted auditing standards or any other accounting documents and information you provide. I will not verify the data you submit for accuracy or completeness. Rather, I will rely on the accuracy and completeness of the documents and information you provide to me.

You are responsible for designing and implementing controls to prevent and detect fraud and informing me about all known or suspected fraud impacting the company. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

My engagement cannot be relied on to disclose errors, irregularities, or illegal acts, including fraud or embezzlements, that may exist. However, I will inform the appropriate level of management specifically designated by you, of any material errors that come to my attention and any irregularities or illegal acts that come to my attention, unless they are clearly inconsequential. In order for me to complete this engagement in a timely and efficient manner I require unrestricted access to all documents concerning your financial transactions including but not limited to bank statements, canceled checks, summaries of deposits and billings, a listing of accounts payable and accounts receivable, leases, loans and any other financial information necessary that impacts your accounting records.

My fee for these services will be based upon the amount of time required at my standard billing rate of \$125 per hour, with a limit of no more 24 hours per week, unless approved by the Blackman Charter Township Board. Blackman Charter Township management will be given a 30 day notice of any future rate increases.

If any dispute, controversy or claim arises in connection with the performance or breach of this engagement, either party may, on written request to the other party, request that the matter be mediated before suit is filed. Such mediation will be conducted by a mediator appointed by and pursuant to the Rules of the American Arbitration Association or such other neutral facilitator acceptable to both parties.

Each party may disclose any facts to the other party or to the mediator which in good faith it considers necessary to resolve the matter. All such discussions will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed to by both parties, the mediator will keep confidential all information disclosed during negotiations. The mediator may not act as a witness for either party in any subsequent arbitration between the parties.

The mediation proceedings will be conducted in Jackson County, Michigan and conclude within sixty days from receipt of written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees of the mediator will be borne equally by the parties. If mediation does not finally resolve the dispute, controversy or claim, any ensuing litigation will be brought in Jackson County, Michigan and will be pursuant to Michigan Law.

You agree that my maximum liability to you for any negligent errors or omissions committed by us in the performance of the engagement will be limited to the amount of my fees for this engagement.

You agree to indemnify and hold me harmless for any liability and all reasonable costs, including legal fees that I may incur as a result of the services performed under this agreement, in the event there are false or misleading representations made to me by any member of management.

You agree that notwithstanding the statute of limitations of the State of Michigan, any claim based on this engagement must be filed within twelve months after performance of my service, unless you have previously provided me with a written notice of a specific defect in my services that forms the basis of the claim.

As a result of my services to you, I might be requested to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which I am a third party. If this occurs, my efforts in complying with such requests will be deemed billable to you as a separate engagement. I shall be entitled to compensation for my time and reasonable reimbursement for my expenses (including legal fees) in complying with the request. For all requests, I will observe the confidentiality requirements of my profession and will notify you promptly of the request.

If any provision herein is inoperative, the remainder of this agreement shall remain in full force and effect. This document is intended as a final integration of the agreement and can only be modified in writing signed by me. You should have this legal agreement reviewed by your attorney.

To confirm that you agree with the services and terms of this engagement, please sign where indicated at the bottom of this letter and return a signed copy to me. Should you have any questions regarding these requirements or provisions, please feel free to contact me.

Sincerely,



Nannette M. Sponsler

ACCEPTED AND AGREED TO BY:

Blackman Charter Township

By: _____

Date: _____

MUNICIPAL SERVICES AGREEMENT

THIS MUNICIPAL SERVICES AGREEMENT is entered into this 18th day of February, 2025, by and between Jackson Elderly Limited Dividend Housing Association Limited Partnership, a Michigan limited partnership (the "**Owner**"), whose address is 102 S. Main St., Mt. Pleasant, Michigan 48858, and Blackman Charter Township, a municipal corporation (the "**Township**"), whose address is 1990 W. Parnall Road, Jackson, Michigan 49201.

RECITALS

A. Owner provides housing for senior citizens of low to moderate income individuals and families at the apartment project commonly known as Reflections, located at 2771 Airport Road in Blackman Charter Township, Jackson County, Michigan (the "**Project**").

B. The Township has adopted Ordinance No. 122.1.2024, entitled the "Blackman Township Workforce Housing PILOT Ordinance" (the "**Workforce PILOT Ordinance**"), as well as Resolution No. #15-2024-1216, entitled "A Resolution to Approve Tax Exemption and a Payment in Lieu of Taxes for a Senior Housing Project Known as Reflections" (the "**Workforce PILOT Resolution**", and together with the PILOT Ordinance, the "**Workforce PILOT**"), which provides for the payment by Owner to Township of an annual Payment in Lieu of Taxes pursuant to the provisions of the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCL 125.1401, et seq).

C. The Owner desires to guarantee that certain municipal services will be provided to the Project during the term that the Workforce PILOT for the Project is in place, such municipal services to include:

1. Emergency services, including fire, emergency medical services and police, and public water and sewer;
2. Other miscellaneous services as may from time to time, be mutually agreed to by the parties for the benefit of the Project;

(collectively, the "**Municipal Services**").

AGREEMENT

The parties agree as follows:

1. The Recitals are incorporated herein by reference.
2. The Township will provide the Municipal Services to Owner in consideration of an annual payment by the Owner to the Township in the amount equal to Four and one-half Percent (4.5%) of the Annual Shelter Rents (as defined in the Workforce PILOT Ordinance) (the "**Municipal Services Fee**"). Payment of the Municipal Services Fee shall be made by the Owner to the Township on or before June 1st of each year it is due.
3. The Township shall provide the Municipal Services to the Owner in the customary way, in a competent and workmanlike manner, and in accordance with all laws, rules and regulations of the United States of America, State of Michigan, Blackman Charter Township or other applicable jurisdictions or bodies.

4. Owner's obligation for payment of the Municipal Services Fee shall commence concurrently with the commencement of payments under the Workforce PILOT and will remain the obligation of the Owner until such time as the Workforce PILOT is terminated or expires. This Municipal Services Agreement shall run with and bind subsequent owners of the Project for so long as the Workforce PILOT remains in effect.
5. This Agreement may be assigned by Owner to a successor owner of the Project, with notice to but without the necessity of the consent of the Township, in which case such assignee shall be the "Owner" for all purposes of this Agreement and the originally named Owner shall be released from all obligations and liabilities hereunder.

IN WITNESS WHEREOF, this Municipal Services Agreement is executed as of the day and year first written above.

BLACKMAN CHARTER TOWNSHIP

Dated: February 18, 2025

By: _____
Print Name: Peter Jancek
Its: Supervisor

**JACKSON ELDERLY LIMITED DIVIDEND HOUSING
ASSOCIATION LIMITED PARTNERSHIP**

Dated: _____, 2025

By: _____
Print Name: _____
Its: _____

D. PAID SICK DAYS

Sick Time: Each full-time regular employee shall receive nine (9) sick days credited to them on their employment anniversary date. Per the Earned Sick Time Act (ESTA) any unused days will carry over to the following year. New hires in the department will receive one (1) sick day after each thirty (30) days of employment up to the nine (9) day maximum. Sick leave with pay in excess of three (3) consecutive days may require written documentation as soon as practicable. A maximum total of 72 hours may be used each year. Upon retirement after at least 20 years of service, an employee will receive a cash-out of $\frac{1}{2}$ of any un-used sick days.

Sick Time for Part-time employees will be administered per the Earned Sick Time Act. (ESTA). Upon retirement after at least 20 years of service, an employee will receive a cash-out of $\frac{1}{2}$ of any un-used sick days.



Michigan Department of Labor & Economic Opportunity

Wage and Hour Division
PO Box 30476
Lansing, MI 48909-7976
REQUIRED POSTER



GRETCHEN WHITMER
GOVERNOR

SUSAN CORBIN
DIRECTOR

GENERAL REQUIREMENTS – EARNED SICK TIME ACT*

Your employer's 'year' for the purposes of the Earned Sick Time Act is: _____

Earned Sick Time Accrual

Number of Employees	Minimum Accrual	Minimum Paid Sick Time	Unpaid Sick Time
Less than 10 employees	1 hour for every 30 hours	40 hours in a year	32 hours (if more than 40 accrued)
10 or more employees	1 hour for every 30 hours	72 hours in a year	

- Earned sick time shall carry over from year to year, a business with less than 10 employees is not required to permit an employee to use more than 40 hours of paid earned sick time and 32 hours of unpaid earned sick time in a single year, employers with 10 or more employees are not required to permit an employee to use more than 72 hours of paid earned sick time in a single year.
- Earned sick time shall begin to accrue on the effective date of this law, or upon commencement of the employee's employment, whichever is later.
- An employee may use accrued earned sick time as it is accrued.
- An employer is in compliance with the act if it provides any paid leave in at least the same amounts as that provided under this act that may be used for the same purposes and under the same conditions provided in this act and that is accrued at a rate equal to or greater than the rate described in subsections (1) and (2) of Section 3 of the act. Paid leave includes, but is not limited to, paid vacation days, personal days, and paid time off.

Earned Sick Time Uses

An employer shall permit an employee to use the earned sick time accrued for any of the following:

- The employee's or the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.
- If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
- For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
- For closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease.
- An employer shall not require an employee to search for or secure a replacement worker as a condition for using earned sick time.

Exercise of Rights

- An employer or any other person shall not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this act.
- An employer shall not take retaliatory personnel action or discriminate against an employee because the employee has exercised a right protected under this act. "Retaliatory personnel action" means any of the following:
 - Denial of any right guaranteed under this act.
 - A threat, discharge, suspension, demotion, reduction of hours, or other adverse action against an employee or former employee for exercise of a right guaranteed under this act.
 - Sanctions against an employee who is a recipient of public benefits for exercise of a right guaranteed under this act.
 - Interference with, or punishment for, an individual's participation in any manner in an investigation, proceeding, or hearing under this act.
- An employer's absence control policy shall not treat earned sick time taken under this act as an absence that may lead to or result in retaliatory personnel action.

Complaint Filing

An employee affected by an alleged violation, at any time within 3 years after the alleged violation or the date when the employee knew of the alleged violation, whichever is later, may do any of the following:

- Bring a civil action for appropriate relief, including, but not limited to, payment for used earned sick time; rehiring or reinstatement to the employee's previous job; payment of back wages; reestablishment of employee benefits to which the employee otherwise would have been eligible if the employee had not been subjected to retaliatory personnel action or discrimination; and an equal additional amount as liquidated damages together with costs and reasonable attorney fees as the court allows.
- File a claim with the department, which shall investigate the claim. Filing a claim with the department is neither a prerequisite nor a bar to bringing a civil action.

*For precise language of the statute, see Public Act 338 of 2018, as amended



MI0000082916JAC-E

LICENSE

Date: February 3, 2025

Licensors: Consumers Energy Company, a Michigan corporation, One Energy Plaza, Jackson, MI 49201 ("Consumers").
 Phone: 866-679-4054 Email: landcontracts@cmsenergy.com

Licensee: Blackman Charter Township - Pete Jancek, 1990 W. Parnall Rd., Jackson, MI 49201
 Phone: 517-990-8220 Email: supervisor@blackmantwp.com

Premises: Property owned by Consumers Energy, located in Section 15, T2S, R1W, Blackman Township, Jackson County as shown and described in Exhibit A.

Master Tract ID: 520115004	Legacy Tract ID: 265-D4-4
Master Tract ID: 520115001	Legacy Tract ID: W-1
Master Tract ID: 520115001	Legacy Tract ID: 263.1-D4-1
Master Tract ID: 520115002	Legacy Tract ID: 263-D4-2
Master Tract ID: 520115011	Legacy Tract ID: 263.2-D4-11
Master Tract ID: 520115039	Legacy Tract ID: W-39

License Fee: \$100.00 annual payment.

[Note: Consumers Energy may send Licensee an invoice for the License Fee. However, Licensee is obligated to pay the specified Licensee Fee notwithstanding Consumer Energy's failure to send an invoice or any inaccuracy in the amount stated in the invoice and is obligated to pay the Licensee Fee at the time specified notwithstanding any contrary indication in any such invoice.]

[Office use only: BP CA IVD0203]

Consumers hereby permits Licensee to use the Premises for: unimproved ingress/egress, planting of non-woody plants, flowers, pollinators, vegetables, and grasses, mowing, and general vegetation management and for Trespass Control on the following terms and conditions:

- Licensee may not alter the Premises or existing improvements or make additional improvements on the Premises without Consumers' prior written approval. Approval of any proposed modification shall be within Licensors' sole discretion. Growing of trees or shrubs is not permitted. No forest products may be removed from the Premises without prior written approval. Consumers may trim or remove any trees or shrubs located on the Premises at any time and may leave wood product on the Premises.
- Vehicular activity and storage of equipment or materials shall not be permitted unless in conjunction with the approved use described within this agreement. If approved, vehicular activity and storage of equipment and materials shall not be within 15 feet of any Consumers poles and guy wires or directly under electric lines is prohibited. Vehicular activity and storage of equipment or materials within 30 feet or directly over any Consumers pipeline is prohibited. A minimum of 5 feet of cover or appropriate bridging is required to cross any Consumers pipeline. Paralleling traffic shall maintain a minimum distance of 15 feet of any Consumers pipeline. Operation of motor vehicles for recreational purposes is not permitted under any circumstances.
- It is expressly understood and agreed that this license is not given to meet any code or zoning regulations associated with operation of Licensee's business. Licensee shall comply with all local, county, state and federal ordinances, regulations, laws, and statutes. Licensee is solely responsible for obtaining any required

governmental permits or authorizations for its approved activities at the Premises. In seeking such permits, Licensee shall identify itself as the applicant and responsible party and identify Consumers only as the owner of the Premises.

4. Licensee shall reimburse Consumers for any increase in real property taxes levied against the Premises as a result of Licensee's use of the Premises.

5. As part of Trespass Control, Consumers hereby permits Licensee to seek the assistance of law enforcement officials, on Consumers' behalf, to remove trespassers from the Premises. Consumers does not authorize Licensee to threaten or commit any physical act against any trespasser. Licensee may post the Premises with "No Trespass" signs.

6. Excavation, grade change, buildings, structures, or other improvements, including but not limited to fence, drain tiles, water courses, etc., shall not be permitted unless in conjunction with the approved use described within this agreement. Consumers may remove prohibited structures from Premises without prior notice and without responsibility for any damage that occurs as a result of such removal.

7. Upon expiration or termination of this License, Licensee shall restore the Premises to a condition as good as the effective date of this License. In the event that Licensee fails to restore the Premises, Licensor may, at the Licensee's sole cost, cause the Premises to be restored to such a condition. The determination of whether restoration has been properly completed shall be in Licensor's sole discretion, which shall be exercised in good faith, and shall be considered final.

8. Licensee's use of the Premises shall at all times be subordinate to Consumers' use. Licensee shall not restrict complete access of the Premises to Consumers, its contractors or agents, Consumers may at any time suspend this License and temporarily evict Licensee or limit Licensee's use of the Premises without liability to Licensee Consumers shall have the right at all times to use and possess the Premises for any purpose, for example, to inspect and maintain its existing facilities, to clear trees and brush from the Premises, including by chemical spraying, and to construct new facilities or allow third parties to construct new facilities on the Premises. Licensee assumes the risk of damage to Licensee's personal property or improvements on the Premises resulting from Consumers' use of the Premises and waives all claims against Consumers for any such damage.

9. Licensee accepts the licensed premises in their present condition and waives all claims Licensee may have against Consumers related to Licensee's use of the Premises. Licensee also agrees to assume all liability for and to indemnify Consumers from and against all claims for any type of injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto and their agents, contractors, subcontractors, employees, and invitees, related directly or indirectly to Licensee's use of the Premises.

10. Licensee shall maintain in force at all times while this License is in effect a policy of Commercial General Liability Insurance with a minimum limit of \$1 million each occurrence. Said policy shall: (a) be written on an "occurrence" form basis; (b) include Consumers Energy Company, its directors, officers and employees as an additional insured; (c) include contractual liability; and (d) be primary and noncontributory to any insurance or self-insurance maintained by the additional insureds. Prior to use of the Premises and on or before each insurance policy renewal date Licensee shall submit a Certificate of Liability insurance to Consumers Energy Company, Corporate Insurance Department via InsuranceCertificates@cmsenergy.com. The Certificate of Liability Insurance must designate that the policy includes the required additional insureds. Licensee shall provide immediate notice to Consumers if it receives any notice of cancellation or nonrenewal from its insurer.

11. Licensee's use of the Premises shall at no time create any condition on the Premises that would create a fire hazard or be considered a nuisance. Licensee shall at all times maintain the Premises in a proper, clean, and safe condition. At Consumers' sole discretion, if the trail or the Premises allows or encourages access to other areas of Consumers' property resulting in unwanted activity including but not limited to; dumping, vagrancy, or other nuisances, the Licensee shall be responsible for remedying the situation and/or cleaning and restoring said other area(s) of Consumers' property at their sole liability and expense. If the Licensee does not comply with the obligations of this paragraph within 10 days of notification, Consumers may remedy and restore, and Licensee shall reimburse Consumers for all expenses within 60 days of receiving an invoice from Consumers.

12. Licensee shall not use, store, or dispose of any chemicals or substances which are, or may become, hazardous to human health or the environment on the Premises. For purposes of this document "hazardous" means those chemicals used in a manner which trigger regulation under Federal, State or Local environmental laws and regulations. If Licensee violates this prohibition, Licensee shall be obligated to indemnify Consumers from and against any and all claims, including fines and other penalties, resulting from such violation. Licensee shall also be obligated to reimburse Consumers for costs of cleanup necessary as a result of any release to the environment. The provisions of this paragraph will survive the termination of this License.

13. This License will continue until terminated (except as stated in paragraph 11 above). Either Consumers or Licensee may terminate this License at any time by giving the other notice via personal delivery, facsimile, electronic transmission, or written notice of termination. Termination will be effective upon delivery of notification. Upon termination of this License, Licensee shall remove Licensee's personal property and any improvements from the Premises within thirty (30) days and cease using the Premises. Licensee may be held responsible for the costs and fees associated with the removal and disposal of personal property, improvements, and the restoration of the Premises.

14. Licensee may not assign this License, and it will not transfer to any other person or entity.

15. Licensee shall not be entitled to be reimbursed or prorated for annual License Fee or for the cost of Licensee's activities pursuant to this License or to be compensated for the value, if any, of Licensee's activities on the Premises, despite any benefit to Consumers.

16. This License is given subject to any existing leases, licenses, easements and other interests in the premises, whether or not of record. Licensee is responsible to give required notices, to secure necessary consents and permits from existing lessees, licensees, easement owners, and owners of other interests, and to comply with requirements of such existing leases, licenses, easements, and other instruments.

17. Prior to commencing any Consumers-approved excavation or digging on the Premises, including but not limited to installation of signposts or fence posts, Licensee shall contact the Utility Communications System (Miss Dig), phone number (800) 482-7171, in accordance with Michigan Compiled Law 460.701 et seq., as amended by Public Act 174 of 2013 and any future amendments.

18. Licensee agrees to protect any infrastructure now or in the future located on, below, above or upon said Premises. Suitable means of protection may include the erection and maintenance of barricades or other protection as required by the Licensor. Licensee agrees that the erection and maintenance thereof shall be at Licensee's sole cost and expense.

19. During the duration of this License, it is the sole responsibility of the Licensee to maintain at all times current contact information, including but not limited to; phone number, email, and mailing address. If at any time any contact information is invalid including but not limited to; disconnected, unresponsive, or failed email, Licensee, through this License, consents to Consumers Land Management obtaining and utilizing any and all contact information within the Licensees' utility account, including but not limited to phone number(s), email(s), and mailing address(es). Licensee acknowledges and agrees that the foregoing consent is valid through the duration of this License and shall only be terminated by the termination of this License by Licensee.

20. This License may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this License, including this License, may be imaged, and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

21. Until this License is terminated, Licensee shall, at Licensee's sole cost, maintain the licensed improvements and the Premises so as to keep both in a good and safe condition. If, in the Consumers' sole discretion, the licensed improvements and/or the Premises are in an unsafe condition or a condition of disrepair then Consumers may correct the condition and/or terminate this License, and Licensee shall reimburse Consumers the full cost incurred upon receiving notice of the amount to be paid. In the event that the licensed improvements and/or the condition Premises results in a violation of said laws, rules, regulations, codes, and/or ordinances due to any action or omission of Licensee, Licensee shall immediately correct the violation at Licensee's sole cost. If Licensee fails to correct the violation within the time period given in the

notice of violation, but in no event longer than 30 days from the date of said violation, then Consumers may correct the violation and/or terminate this License. Upon receiving notice of the amount paid by Consumers to correct the violation Licensee shall reimburse Consumers for the full cost incurred by Consumers in correcting the violation (regardless of whether this License is terminated). Nothing in this paragraph (or any other paragraph in this License) shall in any way limit or be interpreted to limit Consumers right to terminate this License at any time for any reason.

22. Upon termination or within such other time period as Consumers indicates in a notice of termination, if any is so given, all improvements A) made by Licensee on or to the Premises, B) existing but under the care of and used by Licensee, and/or C) licensed to Licensee under this License, together with all personal property i) owned by Licensee and located on the Premises, ii) brought upon the Premises by Licensee, and/or iii) related to the licensed use and located on the Premises, shall be removed by Licensee at Licensee's sole cost . Any improvements or personal property remaining following termination, or the date set within a notice of termination, shall either, at Consumers' election, be considered abandoned and become the property of Consumers and/or be removed and disposed of by Consumers with the cost of said removal and disposal being at Licensee's sole cost and expense. Should Consumers elect for said abandoned improvements or personal property to become the property of Consumers, then, upon Consumers' request, Licensee shall issue an unconditional bill of sale transferring said improvements or personal property to Consumers.

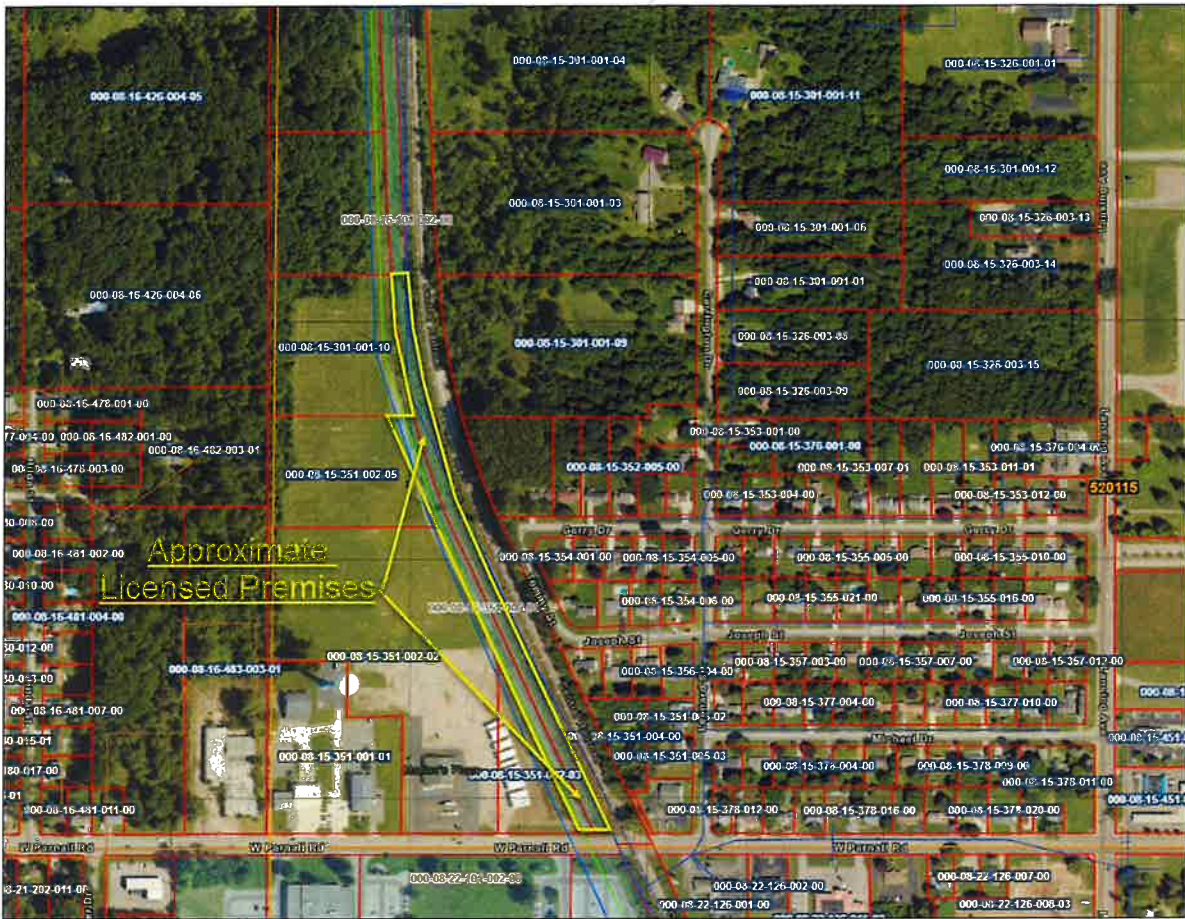
CONSUMERS ENERGY COMPANY

By: _____

Its: _____ Land Manager

LICENSEE:

Exhibit A



A parcel of land owned by Consumers Energy and located in the SW 1/4 of Section 15, T2S, R1W, Blackman Township, Jackson County, Michigan, as shown above.